



CITY COUNCIL AGENDA

6:00 – 7:00 p.m.

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

TYPE OF ITEM

SUBJECT

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

ANNOUNCEMENTS

AWARDS/RECOGNITIONS Treasurer of the Year Award

MATTERS BY THE PUBLIC Public comment will be permitted until 7:35 p.m. (limit of 3 minutes per speaker) and at the end of the meeting on any item, including items on the agenda, provided that a public hearing is not planned or has not previously been held on the matter. Persons are asked to sign up in advance of the start of the meeting.

1. CONSENT AGENDA* (Items removed from the consent agenda will be considered at the end of the regular agenda)

- a. Approval of minutes of August 7
- b. APPROPRIATION: \$30,326 – Restorative Justice Grant (2nd of 2 readings)
- c. APPROPRIATION: \$166,819 – Victim Witness Program Grant (2nd of 2 readings)
- d. APPROPRIATION: \$69,500 – Public Guardian/Conservator Grant (2nd of 2 readings)
- e. APPROPRIATION: \$29,714 – School Resource Supervisor Position (City/School Funded)
(1st of 2 readings)
- f. APPROPRIATION: \$5,000 – Virginia Commission for the Arts Grant for Virginia Discovery
Museum and Piedmont Council of the Arts (1st of 2 readings)
- g. RESOLUTION: Renewing Art in Place License Agreement (1st of 1 reading)
- h. RESOLUTION: Authorizing Procurement for Engineering Services for Old Lynchburg
Road
Project (1st of 1 reading)
- i. ORDINANCE: Zoning Amendment re: Appurtenances (2nd of 2 readings)

2. REPORT Development Project Update

3. REPORT Reduction of Speed Limits in City

4. REPORT* Transit Development Plan and Recommendations for Route Changes

5. RESOLUTION* Amending Contract with Piedmont Housing Alliance re: John Street PUD
(1st of 1 reading)

6. ORDINANCE* Amendment to Infill Development Ordinance (1st of 2 readings)

MATTERS BY THE PUBLIC
COUNCIL REPORTS

**OTHER BUSINESS
ADJOURNMENT**

Tuesday
September 5, 2006
7:00 p.m.

*ACTION NEEDED (appropriations require 2 readings; ordinances require 2 readings; resolutions require 1 reading)

Reasonable accommodations will be provided for persons with disabilities if requested.

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



Agenda Date:	August 7, 2006
Action Required:	Approve Appropriation
Staff Contacts:	Leslie Beauregard, Budget Manager Pat Smith, Director, Jefferson Area OAR David Saunier, Program Coordinator
Reviewed By:	Gary O'Connell, City Manager
Title:	Byrne - Restorative Justice Grant -- \$30,326

Background: Offender Aid and Restoration (OAR) of Charlottesville applied for and received an Edward Byrne/Community Oriented Justice Grant from the Virginia Department of Criminal Justice Services. The City of Charlottesville serves as the fiscal agent of this grant. The grant award, for FY 07, is for \$30,326 in federal funds, to be matched by \$10,108 in funds currently contained in the OAR budget, for a total grant of \$40,434. This is a continuation of a grant funded in FY 06.

Discussion: OAR/Jefferson Area Community Corrections houses the Central Virginia Restorative Justice program. The four-year old program applies restorative justice principles in our community's response to crime and currently operates in the City and in Albemarle County. Criminal cases are received directly from the Charlottesville and Albemarle Juvenile and Domestic Relations Court and from the Charlottesville General District Court. This grant is the continuation for a second year of a grant received for FY 05/06. The primary focus of these grant funds is the Charlottesville General District Court Program. The program combines the principles of evidence based practice and restorative justice to help reduce offending among

repeat offenders as well as increase victim and community satisfaction.

The restorative justice response recognizes that every crime tears the fabric of respectful relationships with three parties harmed: the victim, the community, and the offender. Restorative justice principles emphasize the participation of those most affected as central to learning how best to repair the harm caused by the crime and address factors that lead to wrongdoing. Accountability for the offender means accepting responsibility and acting to repair the harm. Offender accountability, victim and community restoration and healing, and the rebuilding of relationships in the community are necessary components in a just society.

Evidence Based Practice is an approach with offenders that has demonstrated a measurable reduction in recidivism. Evidence Based Practices provide the framework for identifying and addressing particular criminogenic needs of offenders in ways proven to be effective. Both Restorative Justice and Evidence Based Practice call for a respectful mode of interaction that helps facilitate and create a climate for behavioral change. The program has been operating in the Charlottesville General District Court for the past year and is strongly supported by the presiding Judge and the Office of the Commonwealth's Attorney

The grant allows the Central Virginia Restorative Justice Program to continue its "Restorative Justice in the Charlottesville General District Court Program."

Alternatives: Decline to appropriate the funds for this pass through grant.

Budgetary Impact: None as this is pass through funding that requires no local match from the City.

Recommendation: Approve appropriation.

Attachments: Appropriation.

APPROPRIATION
Byrne - Restorative Justice Grant
\$30,326

WHEREAS, the Virginia Department of Criminal Justice Services has awarded the Byrne Grant in the amount of \$30,326 for the Central Virginia Restorative Justice Program housed at OAR/Jefferson Area Community Corrections; and

WHEREAS, the City of Charlottesville serves as the fiscal agent for this grant program.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$30,326, received as a grant from the Virginia Department of Criminal Justice Services, is hereby appropriated in the following manner:

Revenues

\$30,326 Fund: 209 Internal Order: 1900051 G/L Account: 430110

Expenditures

\$30,326 Fund: 209 Internal Order: 1900051 G/L Account: 599999

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



Agenda Date:	August 7, 2006
Action Required:	Approval and Appropriation
Staff Contacts:	Cherri Murphy, Victim-Witness Coordinator
Reviewed By:	Gary O'Connell, City Manager
Title:	Victim Witness Assistance Program Grant - \$166,819

Background: The City of Charlottesville, through the Commonwealth Attorney's Office, has received the Victim Witness Program Grant from the Virginia Department of Criminal Justice Services in the amount of \$115,018 in federal funds and \$28,754 in State funds for a total grant award of \$143,772. In addition, the City is providing a supplement to cover the 4% salary increase, health care benefits and micro-computer support in the amount of \$23,047, for a total appropriation of \$166,819. The salary supplement was budgeted in the Commonwealth Attorney's budget as part of the FY 2007 Adopted Budget and will be transferred into the grants fund.

Discussion: In response to the victims being re-victimized back in the early 1980's, citizens began to complain that the criminal justice system was overlooking their rights in an effort to preserve the rights of the accused. For example, victims were not advised of the status of their court cases. When cases were continued to a later date, victims were not informed and would waste an entire afternoon or morning in court for their case(s) to be called. Victims also had difficulty understanding the legal jargon in court. On a typical day, when a prosecuting attorney must handle 20-30 cases, there was just not enough time to explain the disposition of cases. Resources available for protection of offenders and medical assistance were not easily accessible to crime victims. From experiences like these, the government began to examine the citizen's claims and as a result, state and federal funds were made available to establish the Charlottesville Victim Witness Assistance Program in 1989.

Alternatives: None.

Budgetary Impact: The Victim Witness Assistance Program Grant is renewed annually; the amount of this year's award, including the supplement, is \$166,819. The supplement was budgeted in the Commonwealth Attorney's budget as part of the FY 2007 Adopted Budget and will be transferred into the grants fund.

Recommendation: Approve Appropriation

Attachments: Appropriation.

APPROPRIATION

Charlottesville Victim Witness Assistance Program Grant

\$166,819

WHEREAS, The City of Charlottesville, through the Commonwealth Attorney’s Office, has received the Victim Witness Program Grant from the Virginia Department of Criminal Justice Services in the amount of \$115,018 in federal funds and \$28,754 in State funds, for a total award of \$143,772; and

WHEREAS, the City is providing a supplement in the amount of \$23,047, the source of which is the Commonwealth Attorney’s salary budget (Cost Center: 1401001000; G/L Account: 519999).

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$166,819 is hereby appropriated in the following manner:

Revenues

\$143,772	Fund: 209	Cost Center: 1414001000	G/L Account: 430110
\$23,047	Fund: 209	Cost Center: 1414001000	G/L Account: 498010

Expenditures

\$151,629	Fund: 209	Cost Center: 1414001000	G/L Account: 510010
\$10,937	Fund: 209	Cost Center: 1414001000	G/L Account: 520010
\$4,253	Fund: 209	Cost Center: 1414001000	G/L Account: 530100

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	August 7, 2006
Action Required:	Appropriation
Staff Contacts:	Diane Kuknyo or Dana Neidley, Social Services
Reviewed By:	Gary O'Connell, City Manager
Title:	Virginia Public Guardian and Conservator Program Grant - \$69,500

Background: The Departments of Social Services of Planning District (PD) 10, comprised of the Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson, and the City of Charlottesville, have requested and the State intends to award funding in the amount of \$69,500 to establish a Local Public Guardian and Conservator Program (LG) to serve the citizens of PD 10. The annual award is renewable for up to five years. Establishment of this program will provide guardian and conservator services to indigent adults in need of a substitute decision-maker due to mental or physical impairment.

Discussion: The mission of the program is to ensure that adults in the Planning District who may need substitute decision-making services are assessed and appropriate services are provided either by the Program assuming guardianship responsibilities or locating other less restrictive services to resolve the problem.

A Collaborative Board will be developed to oversee the LG program and will include one staff member from each of the participating agencies in the program, one citizen, and two community partners.

The Social Work Supervisor for the Adult Services/Adult Protective Services Programs of Charlottesville DSS will function as the Program Director. The grant will fund her time allocated to the program and also fund a Coordinator, a new Social Work position located in CDSS, supervised by the CDSS SW Supervisor. The Social Worker will carry a caseload of no more than 20 clients for whom the court has appointed the Program to be guardian.

The Collaborative Board will consider what alternatives can be developed should the Program's funding end after the duration of the five years of renewable funding. In the last year of funding, if there appears to be potential that the State will not continue funding and other sources haven't been identified, assessment will be made of each agency continuing to provide services without the staff funded by this grant and an impact report produced.

Budgetary Impact: No local funds required, no impact on local budget

Alternatives: Historically in the State of Virginia, the local sheriff is the “guardian of last resort.” If this grant is not funded, local sheriffs in Planning District 10 would continue to be the guardians of last resort for indigent citizens with mental or physical impairments needing a substitute decision-maker and having no appropriate family member or friend suitable for the role.

Recommendations: Approve and appropriate funds.

Attachments: State Notice of Intent to Award/Budget

APPROPRIATION

Virginia Public Guardian and Conservator Program Grant - \$69,500

WHEREAS, the City of Charlottesville, through the Departments of Social Services of Planning District (PD) 10, comprised of the Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson, and the City of Charlottesville, has been awarded funding in the amount of \$69,500 to establish a Local Public Guardian and Conservator Program (LG) to serve the citizens of PD 10.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$69,500 is hereby appropriated in the following manner:

Revenues

\$69,500 Fund: 212 Cost Center: 3343014000 G/L Account: 430080

Expenditures

\$57,017 Fund: 212 Cost Center: 3343014000 G/L Account: 510010

\$2,100 Fund: 212 Cost Center: 3343014000 G/L Account: 530100

\$450 Fund: 212 Cost Center: 3343014000 G/L Account: 530210

\$194 Fund: 212 Cost Center: 3343014000 G/L Account: 520010

\$200 Fund: 212 Cost Center: 3343014000 G/L Account: 520030

\$3,800 Fund: 212 Cost Center: 3343014000 G/L Account: 520900

\$1,664 Fund: 212 Cost Center: 3343014000 G/L Account: 530160

\$903 Fund: 212 Cost Center: 3343014000 G/L Account: 525250

\$972 Fund: 212 Cost Center: 3343014000 G/L Account: 530150

\$600 Fund: 212 Cost Center: 3343014000 G/L Account: 530120

\$1,600 Fund: 212 Cost Center: 3343014000 G/L Account: 530010

\$69,500

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



Agenda Date:	September 5, 2006
Action Required:	Approve and Appropriate Funds
Staff Contacts:	Timothy J. Longo, Sr., Chief of Police David W. Shifflett, Jr., Police Leslie Beauregard, Budget Manager
Reviewed By:	Gary O'Connell, City Manager
Title:	Charlottesville City Schools' Partial Funding of School Resource Supervisory Position for the Police Department - \$29,714

Background: The Police Department and School System have determined that an operational need exists for the return of one sergeant's position to our table of organization who will directly supervise the numerous Police Department School Resource Officers and Community Service Officers assigned to Charlottesville Public Schools.

Discussion: The Charlottesville City School System has agreed to fund one-half of the cost to reinstate a School Resource Supervisors position (Police Sergeant) to the Police Department's Table of Organization totaling \$29,714. The Police Department will eliminate one currently funded full time Community Service position to fund the remaining cost of the new position.

Alternatives: The alternative is not to approve this position, which would reduce our ability directly supervise the numerous School Resource Officers and Community Service Officers assigned the Charlottesville Public Schools.

Budgetary Impact: The Police Department will eliminate one full time Community Service position to fund the remaining cost of the new position. The Community Service Officer position is currently funded in the Police Department's FY07 budget appropriation.

Recommendation: Appropriate Funds

APPROPRIATION
Charlottesville City Schools' Partial Funding of Police
School Resource Supervisory Position
\$29,714

WHEREAS, the City of Charlottesville will receive funding in the amount of \$29,714 from the Charlottesville City Schools for one-half of the cost to reinstitute a School Resource Supervisors position (Police Sergeant) to the Police Department.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$29,714.00, for one-half of the cost to reinstitute a School Resource Supervisors position (Police Sergeant) to the Police Department's table of organization, is hereby appropriated in the following manner:

Revenues - \$29,714

Fund: 105 Cost Center 3101001000 G/L Account: 498900

Expenditures - \$29,714

Fund: 105 Cost Center: 3101001000 G/L Account: 519999

BE IT FURTHER RESOLVED that this appropriation is conditioned upon receipt of \$29,714 from the Charlottesville City Schools.

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



Agenda Date:	September 5, 2006
Action Required:	Approval and appropriation
Staff Contacts:	Leslie Beauregard, Budget Manager
Reviewed By:	Gary O'Connell, City Manager
Title:	Virginia Commission for the Arts Challenge Grant - \$5,000

Background/Discussion: The City has received a grant from the Virginia Commission for the Arts in the amount of \$5,000 to match City funding appropriated to arts organizations. As in past years, these funds will be divided evenly between the Piedmont Council of the Arts and the Virginia Discovery Museum.

Budgetary Impact: Matching funds for these projects have already been approved and appropriated by City Council as part of the FY 2007 Budget.

Alternatives: The alternative is to not accept this grant funding.

Recommendation Staff recommends approval and appropriation.

Attachments: Appropriation.

APPROPRIATION

**Virginia Commission for the Arts Challenge Grant
\$5,000**

WHEREAS, the Virginia Commission for the Arts has notified the City of Charlottesville of its grant award in the Local Government Challenge Grant category; and

WHEREAS, the grant award will be split evenly between the Virginia Discovery Museum and the Piedmont Council for the Arts for their activities during FY 2007;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that a total of \$5,000 is hereby appropriated in the following manner:

Revenues

\$2,500	Fund: 209	Internal Order: 1900025	G/L Account: 430080
\$2,500	Fund: 209	Internal Order: 1900026	G/L Account: 430080

Expenditures

\$2,500	Fund: 209	Internal Order: 1900025	G/L Account: 540100
\$2,500	Fund: 209	Internal Order: 1900026	G/L Account: 540100

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



Agenda Date:	September 5, 2006
Action Required:	Approval
Staff Contacts:	Mike Svetz, Director of Parks and Recreation Leslie Beauregard, Budget Director
Reviewed By:	Gary O'Connell
Title:	Renewal of ArtInPlace License Agreement

Background & Discussion:

The non profit foundation, ArtInPlace, with the City's cooperation, has established sites around the City of Charlottesville to make art accessible to the general public. The City has purchased several of the sculptures to be permanently displayed in certain locations. The outdoor sculptures selected for exhibition provide the community with a wide range of artistic styles, themes and media which enhance our concepts of space and place and enliven our sense that art has the power to move us. ArtInPlace also sponsors other art projects such as the annual C2D show, Charlottesville in Two Dimensions. This project presents our citizens with views of the City through the artist's eye.

The ArtInPlace program was established through a License Agreement dated October 1, 2003, whereby the City allowed the sculptures and artwork approved by the ArtInPlace Foundation to be located on public rights of way. Attached is a letter from the ArtInPlace Foundation offering details on the goals and operation of the program. The current License Agreement expires September 30, 2006, and the ArtInPlace Foundation seeks to renew the agreement. The Foundation selects the artwork to be displayed, installs and maintains the artwork, promotes the program through an Internet website and other media, and submits an annual budget to the City. The City Manager appoints one person to the Foundation Board as its representative. Under the proposed agreement, the City would contribute \$15,000 each year from the Percent for Art Fund to support the program.

The proposed locations for the artwork were reviewed and approved by the Neighborhood Development Services Traffic Division and the Public Works Utility Division during the summer of 2006.

Utility Issues - Art In Place sculptures are placed on concrete pedestals that are set on the ground. As a result, utilities are not conflicted or endangered in anyway and if utility work needs to be performed in the area of sculptures, it can easily be moved.

Traffic Issues – Placement of Sculptures are done in accordance with all local and staff traffic laws as well as recommendations given by the Traffic Division of Neighborhood Development Services.

The following is a list of the locations being sought for the renewal of the three year license agreement. If requested by ArtInPlace, the License Agreement authorizes the City Manager to add to or delete sites from the list of approved sites.

ACTIVE AND CURRENTLY IN USE

1. McIntire Road - green space on the West side (2 sculptures located along this stretch)
2. Emmet Street in front of Carruthers Hall
3. 250 Bypass median near fire station
4. Meadowbrook Heights/ 250 Bypass-- south side green area
5. Market St. and High St. (Northeast corner)
6. Emmett St & Stadium--in the green island
7. Preston Avenue and Rose Hill Drive
8. 5th Street near Ridge and Cherry in the Median
9. Meade Avenue at Meade Park

INACTIVE BUT RESERVED FOR FUTURE USE

10. Washington Park--upper level at 10th street
11. 5th and Cleveland in Median
12. 250 West behind city sign near exit
13. Jefferson Park Ave. and Raymond Avenue
14. St. Charles entrance to 250
15. Emmet St & 250 ByPass—northeast loop

CITY OWNED SCULPTURES LOCATED AT THESE SITES

16. Preston Avenue at Harris Street
17. McIntire Road at Nelson Ave
18. Monticello Avenue
19. 250 Bypass at Rugby Avenue
20. JPA & Maywood (or Kent Terrace)
21. Preston Avenue at Grady (Preston Plaza)

Budgetary Impact: Attached is the requested 2006-2007 budget. The City expects to support the program through the Percent For Art Program at \$15,000 annually during the term of the license agreement. Currently in the CIP budget, there is a balance of \$249,000 for the Percent for Art program. Funds for this project can be used from this program as in the previous years. These funds are already appropriated.

Recommendation: The staff recommends approval of this renewal of the license agreement for a three year period ending September 30, 2009 for the following reasons.

1. It will continue to provide a variety of public arts for the community enjoyment.
2. The program has generated substantial positive comment over the past 3 years.
3. It will promote public art and culture.
4. The ArtInPlace Foundation will manage the program.

Attachments: ArtInPlace Foundation Request Letter
ArtInPlace Budget for 2006-2007
Proposed License Agreement (showing changes from 10/1/03 Agreement)

ATTACHMENT A

ArtInPlace
2006 Budget
15-Aug-06

Income

Private Contributions	\$10,000
Entry Fees	\$590
Sculpture Sponsors	\$0
Sculpture Sale Commissions	\$1,500
City of Charlottesville	<u>\$15,000</u>
Total Income	\$27,090

Expenses

C2D Expenses	\$2,000
Garden Project	\$5,000
Sculpture Awards	\$15,000
Sculpture Installation Exp.	\$4,000
Web Expenses	\$300
Misc.	<u>\$790</u>
Total Expenses	\$27,090

D R A F T

LICENSE AGREEMENT BETWEEN THE CITY OF CHARLOTTESVILLE AND ARTINPLACE FOUNDATION Private-Public Sculpture

THIS LICENSE AGREEMENT is made and entered into this 1st day of October, ~~2003~~ 2006, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, hereinafter referred to as “the City”, and **ARTINPLACE FOUNDATION**, a private non-profit Virginia corporation, hereinafter referred to as “the Foundation” or “ArtInPlace”.

WITNESSETH:

Whereas, City Council has expressed approval of a the ArtInPlace program whereby sculpture ~~will~~ is placed around the City for the benefit of the citizens of Charlottesville, and in which such art ~~will be~~ is made accessible to the general public through a changing exhibition of a wide range of artistic styles, themes and media;

~~Whereas, a group of interested citizens have formed a not-for-profit group, the ArtInPlace Foundation, for the purpose of establishing such an annual exhibition of public art along the roadways around the City;~~

Whereas, the Foundation is organized exclusively for charitable and educational purposes which ~~qualify the Foundation as~~ is an organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, and

Whereas, the Foundation ~~has submitted a proposal to City Council~~ wishes to continue its association with the City to accomplish ~~which meets~~ the expressed desire of that governing body for the presence of public sculpture;

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein, the City and the Foundation agree as follows:

I. Recitals

The Foundation ~~has presented a proposal~~ agrees to install and maintain private art pieces, primarily sculptures or “statuary”, at certain public locations within the City of Charlottesville rights of way. Each piece of art so located will remain in place for approximately one year unless sooner removed. ~~This concept is outlined in a proposal to the City entitled Arts in Parts.~~

II. Term of the License Agreement

The term of this license shall be for a period of three (3) years beginning October 1, ~~2003-2006~~, and ending September 30, ~~2006~~ 2009.

III. The Licensed Sites

A. During the term of this License, the City hereby agrees to allow the Foundation to use one or more of the following sites for its art displays:

1. ~~St. Charles and 250 Bypass — south side green area~~
2. ~~Emmet Street in front of Carruthers Hall~~
3. ~~250 West behind city sign near exit~~
4. ~~250 Bypass median near fire station~~
5. ~~5th Street near Ridge and Cherry in the median~~
6. ~~Belmont Bridge — northwest side on grass area~~
7. ~~McIntire Road — across from Nelson Drive~~
8. ~~JPA & Maywood — median~~
9. ~~Washington Park — upper level at 10th Street~~
10. ~~9th/10th Street — northeast corner at railroad, north of Grove~~
11. ~~5th Street and Cleveland Ave — in the median~~
12. ~~Emmet St. and 250 Bypass — northeast loop~~
13. ~~Emmet St. and Stadium Rd — in the green island~~
14. ~~McIntire Park entrance road at 250 Bypass~~
15. ~~Meade Avenue at Meade Park~~
16. ~~Belmont Bridge — northwest side in the asphalt area~~
17. ~~Fifth Street — 1 block south of Cleveland Ave. in median strip~~

1. McIntire Road – Green space on west side
2. Emmet Street in front of Carruthers Hall
3. 250 Bypass median near fire station
4. Meadowbrook Heights/250 Bypass – south side green area
5. Market Street and High Street (northeast corner)
6. Emmet Street and Stadium Road – in the green island
7. Preston Avenue and Rose Hill Drive
8. 5th Street near Ridge and Cherry Avenue in the median
9. Meade Avenue at Meade Park
10. Washington Park – upper level at 10th Street
11. 5th Street and Cleveland Avenue in median
12. Route 250 West behind city sign near exit [which exit??]
13. Jefferson Park Avenue and Raymond Avenue
14. St. Charles Avenue entrance to 250 Bypass
15. Emmet Street and 250 Bypass – northeast loop
16. 5th Street – 1 block south of Cleveland Ave in median

By letter addendum during the term of the License, upon request from ArtInPlace, the City Manager will have discretion to add sites to or delete sites from the above list.

B. Each installation by ArtInPlace ~~shall cover an area with a diameter of no more than eight feet~~

~~(8²)~~ and may be installed only after the Director of Public Works or his or her designee has approved the size and exact location of the sculpture and foundation.

IV. Annual Payments

The Foundation shall owe a license fee of \$1.00 for the term payable at the beginning of the term.

V. Grant of Authority by City

The Foundation is hereby granted a revocable license to construct and maintain art statuary on the above list of sites for the term hereof subject to the obligations and conditions set forth in this agreement.

VI. Obligations of the Foundation

The Foundation agrees to:

A. ~~Create and Operate~~ the ArtInPlace ~~an organizational structure for this entire art program,~~ including an annual sculpture contest which would seek applications from artists in and outside of the community;

B. Contribute free of charge to the City the efforts of its board of directors and officers in establishing, maintaining, and promoting the ArtInPlace ~~this art display~~ program for the community benefit, including selection of the individual art pieces appropriate for use in the program;

C. Bear the sole responsibility for ongoing maintenance of each piece of art and its related foundation, and site, whether that maintenance consists of regular cleaning, removal of flyers or posters, or extraordinary maintenance or repair of the art or its components such as painting, repairing, or other maintenance akin to reconstruction;

D. On or before December 31st of each year, or sooner if requested by the City Manager, provide a full and complete accounting to the City of both gross and net revenues and expenses of the program, along with all appropriate supporting documentation;

E. Obtain and file with the City policies of public liability and property damage insurance satisfactory to the City and in compliance with the law, and in form and amount sufficient to protect the City as well as the art being displayed. Each policy shall carry the provision that the insurance shall not be canceled or reduced, terminate, lapse or otherwise expire prior to thirty (30) days written notice to that effect given by the insurance carrier to the City. All insurance required by this paragraph of the Agreement

shall remain in full force and effect for the entire contract year, and THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER SUCH INSURANCE CONTRACTS.

The Minimum Limits of Liability Coverage shall be as follows:

Comprehensive General Liability limits \$1,000,000/\$2,000,000 (per occurrence/annual aggregate).

F. Cooperate and make available at its office at all reasonable times all records, books, and accounts related to this Agreement for inspection, audit or reproduction by an authorized representative of the City.

G. ~~Establish~~ Maintain an appropriate Internet web page or site and telephone number designed to facilitate, promote, and enhance the ArtInPlace ~~this art~~ program and, in the process, provide citizens a right to express themselves about the ~~this art~~ program and how it might be improved to better serve the community;

H. When this license agreement is terminated or otherwise ends, unless there is a written waiver by the City, promptly remove each foundation and remaining pieces of art from each site and return each site to its original condition;

I. Comply with all federal, state, and local laws and regulations applicable to activities of the Foundation in implementing this program, including any regulations or ordinances requiring a permit for any particular art installation; and

J. Promptly remove or correct any obstruction, damage, or defect in any public right of way or island caused by the Foundation in implementing the ArtInPlace ~~this art~~ program.

VII. Funding by the City

A. The City will reimburse the Foundation up to a maximum annual amount of ~~\$10,000~~ \$15,000 for actual expenditures made by the Foundation on this art program in accord with the budget which is attached hereto as Exhibit A. Payment shall be further conditioned upon:

1. ~~Confirmation from the IRS that the Foundation has achieved 501 (c) (3) tax exempt status,~~
2. The City's receipt of a written request for funds supported by adequate documentation, and
3. Ongoing compliance by the Foundation with all other terms of this license agreement.

B. Funding requests hereunder shall be presented no more often than quarterly.

VIII. Confirmation by the City

Although the Foundation will be solely responsible for the choice of art works to be displayed, during the duration of this contract, the Foundation and the City will coordinate their activities through the following arrangements:

1. One member of the Board of Directors of the Foundation will be appointed by the City Manager. This person is designated as the "City Representative".
2. The Foundation will coordinate with the City's Public Works Department the exact locations within the public right of way of each proposed sculpture so as to eliminate any hazard to public safety by the presence of such sculpture on public property.

IX. Termination

For good cause, including failure of the Foundation to comply with its obligations hereunder, and after reasonable opportunity to cure, the City may terminate this license by a 45 day written notice.

ArtInPlace Foundation

City of Charlottesville

By: _____

By: _____

Title: _____

Title: _____

Funds are available:

Approved as to Form:

Department of Finance

City Attorney

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date: September 5, 2006
Action Required: Authorization to Release RFP
Staff Contacts: James E. Tolbert, AICP, Director
Reviewed By: Gary O'Connell, City Manager
Title: Old Lynchburg Road Improvements

Background: Over the last several years, City Council and staff have received many requests from Fry's Spring residents for improvements to Old Lynchburg Road (OLR). Their requests have been for improvements to drainage, for sidewalks and bike lanes and for traffic calming. In past years, "back of the envelope" estimates have determined that these improvements will cost upwards of \$1,000,000. Because there has been no funding for these improvements, staff has taken no action.

Discussion: At the request of several Council members, staff has prepared an RFP for engineering design improvements for Old Lynchburg Road. Funds are available from several CIP accounts to pay for the engineering work which could cost between \$100-\$200,000. Because construction is estimated at over one million dollars, we did not want to proceed with the design expenditure when there was no funding source for the construction of the improvements. The only way to accomplish the construction of these projects will be to take all the dollars allocated for neighborhood improvements for two years to complete the construction. No other projects can be accomplished unless additional funds are included in the CIP. As you are aware we have other identified drainage projects that exceed \$4,000,000 and many other sidewalks and traffic calming projects.

Budgetary Impact: \$1.2 - \$1.5 million over two years.

Recommendations: Staff believes that this is a real issue for the folks that live on Old Lynchburg Road. However, we are not sure that it warrants depleting the CIP for at least one year and maybe two. Therefore, this is on the Council agenda for you to affirm or deny.

Attachments: Request for Proposals

NOTICE: Proposals submitted in response to this RFP will be accepted by the City until 2:00 p.m. (local time) Friday, October 13, 2006

Request for Proposals

**Engineering Services
for
Old Lynchburg Road Sidewalk and Drainage
Design and Construction Project
City of Charlottesville, Virginia**

September 6, 2006

I PURPOSE AND BACKGROUND

The City of Charlottesville is seeking expressions of interest from consulting engineering firms (Offerors) who wish to be considered to provide professional engineering services to prepare comprehensive roadway, sidewalk and drainage design options as well as construction plans and documents for improvements to Old Lynchburg Road between Jefferson Park Avenue and the City limits. This will be a phased contract with Phase I going through a Design Public Hearing and Phase II for final design, construction plans, and construction services. Phase II will be negotiated upon completion of Phase I.

The purpose of this project is to provide all necessary design documents (including necessary environmental permits, etc.) to allow for a design public hearing, subsequent right of way and utilities relocation processes and ultimately construction of the improvements.

This Request for Proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the City to do so.

The City requires that the work proceed with feedback from the Fry's Spring neighborhood. Careful attention should be given to soliciting input at useful stages throughout the project.

II SCOPE OF SERVICES

The scope of work shall consist of providing traffic analysis, complete right of way, roadway construction, sidewalks utility and drainage plans and estimates – initial neighborhood meeting, 50% preliminary plans for Stage I; Stage II, preparation of final construction plans, final estimates, special provisions, traffic control plans. Also required is an evaluation of the existing roadway operations to include any recommended traffic calming features that may be beneficial to the neighborhood and overall street network.

The scope of work shall consist of providing topographic survey, subsurface utility investigation complete traffic data and analysis of the intersections and adjoining traffic network, geotechnical study, foundation and pavement designs, public involvement, facilitating information meetings at 50% plans, 90% plans, conceptual alternates, (minimum of three concepts), preliminary and replacement landscaping, final right of way, assessment of utility easement needs, roadway reconstruction for vehicles, pedestrians and preparation plats as needed, sidewalk and utility plans.

In addition, the scope of work will consist of, but not be limited to, the following:

- A. Environmental: Conduct an environmental evaluation for each option to determine ability to construct each design option. Broad consideration will be given to biological, ecological, historical, archeological, and environmental justice issues. In addition, air and noise impacts should be considered. The consultant will be required to coordinate the acquisition of any required environmental permits associated with this project and will provide all required environmental documentation, permits, and approvals necessary for VDOT & City design acceptance and funding of the selected option.
- B. Project Costs: Determine each preliminary design option cost and the final option construction cost.
- C. Sequence of Construction/Traffic Management Plan - Outline a prioritized construction and traffic management plan for construction of the proposed improvements. Construction phasing of improvements and maintenance of traffic shall be considered in evaluating the design alternatives, to minimize disruption during construction.
- D. Review of existing studies/documentation: The plans will require careful review of existing (but limited) utility data regarding the private drainage system.
- E. Public Participation – Feedback from the Fry’s Spring neighborhood as well as the impacted property owners will be an important part of the overall process. A minimum of three neighborhood meetings. Construction plans will be approved by City Council at the appropriate planning stage.

III EXPRESSION OF INTEREST

Criteria used to evaluate the proposals shall include the following:

- A. Detail about your firm and statement of qualifications. Experience on similar projects. Describe similar projects and include three references, including names and telephone numbers, that may be contacted regarding their satisfaction with comparable work.
- B. Experience of Project Staff. Describe who will be supervising and conducting the work. Specifically include references to similar urban projects completed and the individual(s) qualifications.
- C. Demonstration of understanding of the services required and the quality and completeness of the submitted Proposal. Provide a plan of how the firm intends to conduct the public participation process.
- D. Ability to complete the Project/Services within the 18-month time frame. State when the firm is able to begin providing the services and confirm that staff is available to complete the study on the schedule specified.
- E. Any other relevant information offered or discovered during the course of evaluation and individual discussions.
- F. Certify types and amounts of insurance carried by the firm or individual, including professional liability insurance. Provide a notarized Certificate of No Collusion.
- G. In two (2) pages or less, provide information that will indicate your firm’s ability to meet the time schedule for this project. All pages are to be 8 1/2” X 11” and printed on one side with single-spaced type no smaller than 12 pitch. The schedule is as follows:

IV PROCUREMENT AND THE SELECTION PROCESS

The following criteria shall be used in selecting a design/development team proposal:

- A. Discussion Stage. Following receipt of proposals, the City shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses, with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Each Offeror shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the Project, as well as alternative concepts. At the discussion stage, the City may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of price for the professional services.
- B. Negotiations Stage. At the conclusion of discussion, on the basis of the Evaluation Criteria specified in this RFP and all information developed in the selection process to this point, the City shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated, and negotiations conducted with the Offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.
- C. Should the City Manager determine in writing, and in its sole discretion, that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- D. Public notice of the City's decision to award a contract resulting from this RFP, or of the City's announcement of its decision to award such a contract, shall be by posting such notice on the City's Bulletin Board located in the Purchasing Division, 325 4th Street, Charlottesville, Virginia, 22903.
- E. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors during the discussion/negotiations processes. However, prior to, or simultaneously with, submission of any proprietary information, an Offeror must specifically identify the data or other materials to be protected, and state the reason(s) why protection is necessary. If an Offeror fails to invoke this protection prior to or upon submission of any proprietary information, the information or materials sought may be subject to disclosure under the Virginia Freedom of Information Act, the Virginia Public Procurement Act, or the Code of the City of Charlottesville, Chapter 22 (Procurement).
- F. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records, within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event the City decides not to accept any of the proposals received and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
- G. The City may cancel this Request for Proposals or reject any proposals received in response thereto.

V GENERAL CONDITIONS

The following shall be and become terms and conditions of any contract resulting from this procurement:

- A. No Assignments. The Offeror is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its obligations, rights, interest herein to any other person, company or corporation without the previous consent and approval in writing by the City.
- B. No Employment Discrimination. During the performance of the contract, the Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, or any other basis prohibited by state or local law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- C. Drug-Free Workplace. During the performance of this contract the Offeror agrees as follows: (i) to provide a drug-free workplace for the Offeror's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to the Offeror in accordance with this procurement transaction, where the Offeror's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of services in connection with the contract.
- D. The Offeror will include the provisions of the foregoing in any subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- E. Indemnification. The Offeror shall indemnify and hold harmless the City from and against all liability, claims, loss, and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the Offeror's negligent acts, errors or omissions in the performance of professional services under this contract and those of its employees, subconsultants and anyone for whom the Offeror is legally liable.
- F. Required Insurance. (i) Professional Liability. The Offeror shall maintain professional liability insurance, in an amount not less than \$1,000,000, to cover damages caused by the negligent or wrongful errors and omissions of the Offeror, its employees and agents, and the Offeror shall maintain such insurance at all times this Contract is in effect and for a period of 5 years after final completion of the Project. A Certificate of Insurance outlining the terms and limits of the Offeror's current Errors and Omissions Insurance shall be submitted to City within ten (10) days of the execution of this contract. The City reserves the right to terminate this agreement in the event the Offeror fails to provide evidence of adequate and current Errors and Omissions insurance. If, during the five year term following completion of the Project in which the Offeror is to maintain in force the errors and omissions policy, the cost of such policy increases by more than fifty percent (50%) over the cost of said policy for the

year in which the project is completed, then the Offeror may be entitled to reduce or cancel such insurance, by first giving written notice to the City 45 days in advance. (ii) Worker's Compensation. The Offeror shall purchase and maintain, at its expense, Worker's Compensation, Disability Benefit, or similar employee benefit act coverage, and employer's liability coverage, as required by the law of the Commonwealth of Virginia.

- G. Payment. Each calendar month the Offeror shall submit an invoice requesting payment for services rendered during the preceding calendar month, and for expenses due hereunder. The Offeror's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended, and the person(s) rendering such service. The Architect's invoice shall be accompanied by receipts, invoices or other documentation, as the City may require, establishing the amount of the expenses for which reimbursement or payment is sought. Each invoice shall bear the signature of the Offeror, which signature shall constitute the Offeror's representation to the City that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with the Professional Services Contract, that all obligations of the Offeror covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Offeror that payment of any portion thereof should be withheld. Submission of the Offeror's invoice for final payment shall further constitute the Offeror's representation to the City that, upon receipt by the City of the amount invoiced, all obligations of the Offeror to others, including its consultants, incurred in connection with the Project, will be paid in full. In the event that any invoice contains a defect or impropriety that would prevent payment by the required payment date, the City shall notify the Offeror in writing of such defect or impropriety.
- H. In the event that the City becomes credibly informed that any representations of the Offeror as set forth in the paragraph preceding above, are wholly or partially inaccurate, the City may withhold payment of sums then or in the future otherwise due to the Offeror until the inaccuracy, and the cause thereof, is corrected to the City's satisfaction.
- I. The City shall make payment to the Offeror of all sums properly invoiced under the provisions of this Section, within thirty (30) days of the City's receipt of such invoice.
- J. Interest. Interest shall accrue at the rate of one percent (1%) per month, on any amounts which remain unpaid for thirty (30) days following the date a payment is due. No interest shall accrue when payment is delayed due to a dispute between the City and the Offeror as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest shall apply only to that portion of a delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement.
- K. Appropriations of Public Funding. Payment and performance obligations of the City, beyond the initial fiscal year of this contract, are expressly conditioned upon the availability and appropriation by the City of public funds therefore in each subsequent fiscal year. When public funds are not appropriated or are otherwise unavailable to support continuation of performance by the City in a subsequent fiscal period, this contract and the City's obligations hereunder shall automatically expire, without liability or penalty to the City. In that event, the Offeror shall be paid for all services rendered prior to the expiration date.
- L. Termination. (i) Either party hereto may terminate this Contract upon giving ten (10) days' written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein; (ii) This Contract may be terminated by the City for any reason or for no reason upon thirty (30) days' written notice to the Offeror. In the event of such a termination for any

reason or for no reason, the City shall pay the Offeror for all services rendered prior to the termination, plus any reasonable expenses incurred and unpaid which would otherwise be payable hereunder. In such event, the Offeror shall promptly submit to the City its invoice for final payment.

- M. Modification of Contracts. A City contract may include provisions for modification during performance; however, no fixed price contract may be increased by more than ten percent of the amount of the contract without the advance written approval of the City Manager. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief any Offeror from the consequences of an error in its offer.
- N. Project Records. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Offeror or the Offeror's consultants, shall be made available to the City for inspection and copying upon written request of the City. Additionally, said records shall be made available, upon request by the City, to any local, state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Offeror and its personnel in performing the obligations of this Contract and the records of expenses incurred by the Offeror in its performance under said Contract. The Offeror shall maintain and protect these records for no less than three (3) years after final completion of the Project, or for any longer period of time as may be required by applicable law or standard architectural practice.
- O. Applicable Law. This Professional Services Contract shall be deemed to be entered into in the City of Charlottesville, Virginia. This Professional Services Contract shall, in all aspects, be governed by and interpreted under the laws of the Commonwealth of Virginia.

VI CONTACT AND SUBMITTAL CONDITIONS

- A. Submittals (Five (5) copies) will be received until 2:00 p.m. Friday, October 13, 2006.
- B. Proposals must be submitted by the date and time indicated above or they will remain unopened. No allowance will be made for postmark or error in delivery to an incorrect address. It is the sole responsibility of the offeror to ensure timely delivery of the submittal.
- C. The City of Charlottesville will assume no responsibility for oral instruction, suggestion or interpretations. **The final deadline for all questions and addenda will be Wednesday, October 4, 2006.** Any material change will be submitted to all offerors through issuance of a written addendum. Questions, in writing, should be directed to Tony Edwards, City Engineer, Department of Neighborhood Development Services, P.O. Box 911, Charlottesville, VA 22902 Phone (434) 970-3992 Fax (434) 970-3359.
- D. All proposals must be valid for ninety (90) days from opening date.
- E. Proposals should be submitted to:

Tony Edwards, City Engineer
Department of Neighborhood Development Services/City Hall
P.O. Box 911
610 East Market Street

Charlottesville, VA 22902
edwardst@charlottesville.org

The face of the container shall be clearly marked with the following:

Attn: Tony Edwards
For: Old Lynchburg Road Sidewalk and Drainage Project
Design and Construction RFP
Department of Neighborhood Development Services
City of Charlottesville

Attachment : *Certificate of No Collusion*

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____,
does hereby certify in connection with the procurement and bid to which this Certification of No Collusion
is attached that:

This bid is not the result
of, or affected by, any act of collusion with another person engaged in the same line of business or
commerce: nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of
Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (§18.2-498.1 et seq.)

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE, to wit:

The foregoing Certification of No Collusion bearing the signature of _____

and dated _____ was subscribed and sworn to before the

undersigned notary public by _____ on _____.

Notary Public

My commission expires: _____

CODE OF VIRGINIA

Sec. 18.2-498.4. Duty to provide certified statement.

- A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.
- B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

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



Agenda Date: August 7, 2006

Action Required: Approval of Amendments to the Zoning Ordinance

Staff Contacts: Ashley Cooper, Neighborhood Planner

Reviewed By: Gary O’Connell, City Manager

Title: **Zoning Amendments to Secs. 34-1101 and 34-1200; Appurtenances**

Background: The Appurtenance Ordinance (City Code Sec. 34-1101) of the City of Charlottesville Zoning Ordinance addresses encroachments beyond the allowable height and/or into the required yard. Amendments have been proposed as a necessary update to clarify what has been a conflicted and confusing section of code. Based on numerous citizen and neighborhood requests, these amendments have also been proposed to allow the extension of some outdoor living spaces including front porches. Staff has worked closely with the Planning Commission and the public to address all comments that have surfaced throughout this process.

Discussion: Modifications to Sections 34-1101 and 34-1200 have been simplified from previous iterations. Our primary focus for these proposed amendments is to allow front porch encroachments for single and two-family homes and to clarify the other sections of the appurtenance ordinance including definitions. Please see the attached documents for a more in-depth discussion

Budgetary Impact: We have numerous building permit requests for front porch additions that are waiting on this amendment before payment can be accepted and they can be processed.

Recommendations: The Planning Commission, at their July 11th, 2006 Joint Public Hearing, voted to recommend approval of the ordinance to amend and re-ordain Sections 34-1101 and 34-1200 of the Code of the City of Charlottesville to modify the appurtenance regulations. Their specific action was as follows:

“Mr. Farruggio moved to recommend approval of this request to amend and re-ordain Sections 34-1101 and 34-1200 of the Code of the City of Charlottesville to modify the appurtenance regulations allowing certain projections of balconies, decks, platforms and other features into required setbacks.

Ms. Lewis seconded the motion.

The motion passed unanimously with a vote of 6-0.”

Attachments: Staff memo, ordinance and supporting documents.

CITY OF CHARLOTTESVILLE
NEIGHBORHOOD DEVELOPMENT SERVICES
MEMO



To: Planning Commissioners, City Councilors
From: Ashley Cooper, Neighborhood Planner & Assistant Zoning
Meeting Date: July 11, 2006
Re: Zoning Amendments to Section 34-1101 and 34-1200: Appurtenances

Administrator

Introduction:

The Appurtenance Ordinance (34-1101) of the City of Charlottesville Zoning Ordinance addresses encroachments beyond the allowable height and/or into the required yard. Amendments have been proposed as a necessary update to clarify what has been a conflicted and confusing section of code. Based on numerous citizen and neighborhood requests, these amendments have also been proposed to allow the extension of some outdoor living spaces including front porches.

Background:

The Planning Commission and staff have been working with this ordinance for quite some time now, and it has returned to you in numerous iterations. Appurtenances were last presented and discussed at a joint public hearing at the April 11th, 2006 Planning Commission Meeting. Because of public comment heard at that meeting, it was decided that staff should revisit this proposal to address some of those comments. Those comments, entitled *Appurtenance Issues*, have been included with this packet. Since that time, staff has simplified the amendments and the definitions section of this proposal. It is staff's opinion that these comments have been adequately addressed.

Previously, we have discussed changes to this section of code that would allow more extensive encroachments into all required yards for all types of development. In revisiting this section of code, it became clear that the more extensive changes previously proposed get away from the original intent of the changes and the primary need for the changes. **The biggest needs we want to address through these amendments are the allowance of front porch encroachments and the overall clarification of the appurtenances section.**

Recently Approved Amendments:

- 1) the addition of usable floor area for rooftop appurtenances,
- 2) the clarification of yard definitions, and
- 3) the deletion of a section that allowed appurtenances to be built to any height.

Proposed Amendments:

Attached, you will find the proposed amendments to Section 34-1101 (Appurtenances) of the Zoning Ordinance. Sections (a), (b), and (c) deal directly with rooftop appurtenances and any other appurtenances that encroach beyond the allowable height. Staff has added minor clarifications

Section (d) addresses encroachments into the required yard. Subsection five addresses low lying appurtenances. These appurtenances are limited in how close they can get to a property line and also how much yard surface they can cover. This size limitation is consistent with the accessory structure section of the Zoning Ordinance.

The definition of appurtenance has been both clarified and simplified to cover any appendage to a building. Therefore, we have removed the extraneous definitions and references (porch, balcony, platform, etc.) that we have reviewed in previous drafts.

Please contact me if you have any questions regarding this proposal.

Appurtenance Issues

Please note: All comments below are in reference to the previous appurtenance amendment draft that was reviewed at the March Planning Commission Meeting. All staff responses are in italics.

1. The definitions of the various types of decks (a) don't well fit together, (b) would create problems in interpretation—e.g., what's "supported primarily" mean?—(c) are largely unnecessary—a single definition, properly crafted, would seem to do, and (d) some are logical impossibilities.

Staff Response- These definitions have been removed completely. New version only has a definition for appurtenance.

2. Sections of the previous draft reference decks and platforms, but not balconies and porches. The result would be to allow "porches" to be built all the way up to the top of a building and supported by bulky exterior supports.

Staff Response- The new draft has been simplified and only references appurtenances.

3. The previous draft limits the width of porches and decks, but not balconies and platforms, to multi-family buildings to no more than 10 feet. The exceptions would allow builders of multi-family dwellings to construct balconies as wide (or wider) than the side of the building itself that encroach upon required yard setbacks.

Staff Response- This section has been removed.

4. The previous draft would allow any deck, platform, porch, or balcony with a floor height of no more than 3 feet extend to 5 feet of nearly any lot line no matter what the appurtenance's overall height. The planning commission indicated that it was thinking only of one-story front porches here but the provision would clearly cover tall, covered pavilions in the back and side yards.

Staff Response- This section has been updated to only allow uncovered appurtenances having a floor height of no more than 3 feet. The size of these appurtenances has also been limited to no more than 30% of the rear yard.

5. The definitions of the various types of decks create overlap with accessory structures and conflict with those provisions.

Staff Response- The overlap between these two types of structures has been eliminated. Appurtenances are any appendage to a building and accessory structures are not attached to the building. Fences have been removed from the appurtenances section because they were also addressed in the accessory structure section of the Ordinance.

6. There's no overall height regulation of appurtenances. So long as they are not on the roof, they can go up without limit.

Staff Response- The height of appurtenances is regulated several ways, and the current ordinance is a balance between flexibility to allow some rooftop appurtenances while also giving the Director room for interpretation regarding what is absolutely necessary if an appurtenance does exceed a certain height. Please note that sections regarding rooftop appurtenances are not new, they have only been clarified.

7. 34-1101 Appurtenances, Subsection (c) effectively allows the addition of an extra story above the maximum height of a building so long as it covers no more than ¼ of the roof area.

Staff Response- This comment is in reference to the amendment that was previously adopted allowing rooftop appurtenances to have usable floor space. No new changes have been proposed to this section.

*Version Two: June 13, 2006 Draft
Incorporating changes from PC public hearing*

**AN ORDINANCE
AMENDING AND REORDAINING CHAPTER 34 (ZONING),
ARTICLE IX (GENERALLY APPLICABLE REGULATIONS),
OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,
RELATING TO APPURTENANCES.**

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, that Section 34-1101 of Article IX, and Section 34-1200 of Article X, of Chapter 34 of the Charlottesville City Code, 1990, as amended, are hereby amended and reordained, as follows:

ARTICLE IX. GENERALLY APPLICABLE REGULATIONS

Sec. 34-1101. Appurtenances

(a) ...

(b) The director of neighborhood development services or planning commission may approve additions of appurtenances to buildings or structures, in excess of the maximum permitted height of the structure, upon finding that there is a functional need for the appurtenance that cannot be met with an appurtenance having a lesser height, and that visible materials and colors are compatible with the building or structure to which the appurtenance is attached.

(c) ...

(d) ~~An appurtenance to a building or structure shall not encroach into any required yard, except: The following appurtenances may encroach into minimum required yards as specified:~~

- (1) Window sills, roof overhangs, belt courses, cornices and ornamental features may ~~project encroach~~ into a required yard by no more than twelve (12) inches,
- (2) Open lattice-enclosed fire escapes, fireproof outside stairways ~~and balconies opening upon fire towers~~, and the ordinary projections of chimneys and flues may ~~project encroach~~ into a required rear yard by no more than five (5) feet.
- (3) Chimneys or flues being added to an existing building may project encroach into a required side yard, but not closer than five (5) feet to the side lot line. ~~Attached or unattached terraces, uncovered porches, platforms and ornamental features which do not extend more than three (3) feet above the finished grade may project into a required yard; provided, however, that~~
 - ~~a. No such projection may extend more than ten (10) feet into a required front yard; and~~
 - ~~b. Any such projection shall be at least five (5) feet from the lot lines.~~
- (4) Handicapped ramps meeting ADA standards may encroach into a required yard. Uncovered entrances or steps containing not more than sixty (60) square feet may project into a required front yard for not more than six (6) feet, exclusive of steps.

(5) ~~Chimneys or flues being added to an existing structure may project into a required side yard, provided that the projection does not reduce the side yard to less than five (5) feet; and Except as otherwise provided above:~~

a. Uncovered appurtenances which have a maximum floor height of three (3) feet above the finished grade may encroach into any required yard, but not closer than five (5) feet to any lot line and no more than ten (10) feet into a required front yard; however, no such appurtenance shall occupy more than 30% of a rear yard.

b. Any appurtenance to a single- or two-family dwelling, having a height greater than three (3) feet above finished grade may encroach into a required front yard by up to 10 feet, but no closer than five (5) feet to a front lot line; however, such appurtenance shall be in compliance with the applicable side yard setback;

c. No enclosed appurtenance, regardless of height (including but not limited to a screened-in porch) shall encroach into any required yard.

(6) ~~Handicapped ramps meeting ADA standards may project into a required yard.~~

(7) ~~Fences may be constructed within a required yard.~~

ARTICLE X. DEFINITIONS

Sec. 34-1200. Definitions.

The following words, terms and phrases, when used in this chapter, will have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning.

...

Appurtenance means a feature or structure attached to a building that is incidental or accessory to a building, and that is used for or in connection with such a building, incidental to such building and for its benefit.

Grade means, with reference to a building or structure: (i) for buildings adjoining one (1) street only, the elevation of the established curb at the center of the wall adjoining the street; (ii) for buildings adjoining more than one (1) street, the average of the elevations of the established curbs at the center of all walls adjoining streets; (iii) for buildings having no wall adjoining the street, the average level of the ground adjacent to the exterior walls of the building; (iv) all walls approximately parallel to and not more than fifteen (15) feet from a street line are to be considered as adjoining a street; ~~and (iv v) where curbs do not exist, the grade shall be established by the city engineer;~~ *finished grade* refers to the final elevation of the land surface of a site after completion of development, and shall be the average grade of the site adjacent to a building.

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



Agenda Date:	September 5, 2006
Action Required:	Approval by City Council
Staff Contacts:	Judith M. Mueller, Director of Public Works Department Bill Watterson, Manager of Transit Division
Reviewed By:	Gary O'Connell, City Manager
Title:	Transit Development Plan, FY 2007-FY 2011

Background: The Transit Development Plan (TDP) was prepared by HNTB Consultants, with the assistance of VHB Consultants, under contract to the Virginia Department of Rail and Public Transportation (VDRPT). The consultant's work included a review of the 2005 Charlottesville Transit Improvement Study including an on-board passenger origin/destination survey, a service effectiveness study, an assessment of on-time performance and delay based on work done previously by Urbitran Associates, and a delay study of Charlottesville Transit Service (CTS) buses. Stakeholder interviews were held in April and May with representatives of the City, County, University, Piedmont Virginia Community College, and others interested in public transportation. In addition, public meetings were held in May and July to discuss possible changes to CTS and to receive comment. Based on comment received CTS service recommendations were adjusted. The TDP recommends changes to improve CTS in both the City and Albemarle County over the next five years. Simultaneous to the preparation of the TDP, the City and County are considering the establishment of a Regional Transit Authority. These two efforts are complementary.

Discussion: Changes made in August 2005 to Routes 5, 7, 10, and the FREE Trolley have improved schedule reliability. Implementation of Phase I of the TDP (FY 2007), will similarly improve the schedule reliability of Routes 3 and 6. Implementation of Phase II of the TDP (FY 2008), will improve the schedule reliability of Route 4. Implementation of routing adjustments to Routes 2, 3, 4, 6, and the FREE Trolley will reduce overlapping CTS routes and CTS routes that are redundant to University Transit Service. Implementation of Route 2 service to Southwood and additional County funding for Routes 5 and 10 will increase transit service in underserved areas. The City Council and the County Board of Supervisors will have the opportunity, beginning in FY 2008, to determine whether to fund additional routes, Sunday service, adjust night service, and/or explore fare-free options.

Budgetary Impact: The approved City Budget for FY 2007 includes \$1,386,953 in general fund support for CTS and a total CTS operating budget of \$4,640,347. The recommended service changes in Phase I (FY 2007) of the TDP can be implemented within the approved budget as they are cost neutral.

Recommendations:

- (1) Approve the Transit Development Plan for July 1, 2006 to June 30, 2011.
- (2) Direct staff to implement Phase I, as detailed in the TDP, effective with the opening of the Downtown Station.
- (3) Direct staff to prepare to implement the budget neutral elements of Phase II, as detailed in the TDP, effective with the annual service change scheduled for late summer 2007.
- (4) Direct staff to submit budget proposals for all elements of Phase II that are not budget neutral as part of the FY 2008-FY 2011 budget development processes.

Attachment: Frank Spielberg of VHB Consultants will provide an overview of the attached copy of the Charlottesville Transit Development Plan, July 1, 2006 to June 30, 2011.

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date: September 5, 2006
Action Required: Yes (Approval of Amended Contract – One Reading)
Staff Contacts: Craig Brown, City Attorney
Reviewed By: Gary O’Connell, City Manager
Title: Amendment of Contract to Sell John Street Properties to Piedmont Housing Alliance

Background: In December 2002 City Council approved a contract for the sale of four parcels on John Street to Piedmont Housing Alliance (“PHA”). A copy of the contract is attached. The purchase price was \$75,000, which the City Assessor had determined as the fair market value of the properties in 2002. PHA agreed to pay an initial deposit of \$6,000.00, and six installments of \$11,500.00 due each time that one of the six properties was sold to a third party.

The original contract imposed the following obligations on PHA following the sale of the property:

- PHA would construct six townhouses on the property, ranging in size from 1,440 square feet to 2,460 square feet.
- The sales price for each of the six townhouses would be between \$158,000 and \$231,900, unless a greater or lesser amount is approved by City Council.
- The initial sale of each townhouse would be to an individual or family who has resided in the City for a period of at least one year prior to the sale, and PHA would, by deed restriction or other lawful means, insure that the properties remain owner occupied following the initial sale.
- At least one of the townhouses would be sold to a family with a household income that is 80% or less of the area’s median family income.
- The schedule established by the contract was:

Execution of contract	On or before December 6, 2002
Submission and Approval of Site Plan / Subdivision / Rezoning	December 6, 2002 – March 17, 2003
Property Closing	On or before March 31, 2003
Construction Period	March 31, 2003 to September 1, 2003
Marketing and Sales Period	March 31, 2003 to December 1, 2003

In May, 2005 PHA requested an amendment to the sales contract to incorporate the following changes:

- The size of the six townhouses would be 1,000 to 2,400 square feet, rather than 1,440 to 2,460 square feet;
- Instead of sales prices ranging from \$158,000 to \$231,900, with one townhouse sold to a family with a household income that is 80% or less of the area's median family income, four units would be sold at fair market rates, one unit would be sold to a family with a household income that is 80% or less of the area's median family income, and one unit would be sold to a family with a household income that is 80% or less of the City of Charlottesville's median family income;
- The revised schedule would be as follows:

Execution of Sale / Purchase Contract	On or before December 6, 2002
Submission and Approval of Site Plan / Subdivision / Rezoning	May 1, 2005 – July 30, 2005
Property Closing	On or before June 30, 2005
Construction Period	August 31, 2005 – June 1, 2006
Marketing / Sales Period	August 31, 2005 – September 30, 2006

- The contract would include a provision that the City would subordinate its \$11,500 interest in each of the six properties, due to be paid at the time of sale to a third party, to any lender that provides financing for the construction of the townhouses.

These changes were approved by City Council. A copy of the 2005 Contract Amendment is attached.

Discussion: Due to what PHA has described as unanticipated delays and the level of complexity associated with the project, they have been unable to meet the revised schedule as approved by City Council in May, 2005. They are now requesting that the contract, as executed in December, 2002 and amended in May, 2005, be amended again to incorporate the following revised schedule:

Execution of Sale / Purchase Contract	On or before December 6, 2002
Submission and Approval of Site Plan / Subdivision / Rezoning	May 1, 2005 – July 30, 2005 <u>2006</u>
Property Closing	On or before June 30, 2005 <u>September 30, 2006</u>
Construction Period	August 31, 2005 – June 1, 2006 <u>October, 2006 – September, 2007</u>
Marketing / Sales Period	August 31, 2005 – September 30, 2006

September, 2006 – September, 2007

Alternatives: The schedule as approved by City Council in 2005 can no longer be met. The 2002 contract, as amended, provides that “*if Purchaser fails to diligently and in good faith pursues the required approvals within the time period established by this Contract, Seller may terminate this Contract without further obligation to the Purchaser, and Purchaser’s deposit shall be retained by the Seller.*” Whether PHA has “diligently and in good faith” pursued the necessary approvals since the contract amendment in 2005 is a factual question.

Budgetary Impact: The sale and development of the property will generate \$75,000 in proceeds from the sale, and additional real property tax revenues once the property is developed.

Recommendation: Adoption of the attached resolution approving the revised schedule and authorizing the City Manager to execute the Contract Amendment.

Attachments: December, 2002 Contract
2005 Contract Amendment
Proposed 2006 Contract Amendment
Resolution authorizing the City Manager to sign the Contract Amendment

AN AMENDMENT

**TO THE CONTRACT FOR THE SALE/PURCHASE
OF REAL ESTATE BETWEEN THE
CITY OF CHARLOTTESVILLE AND PIEDMONT HOUSING ALLIANCE**

WHEREAS, in December 2002 the City of Charlottesville (“City”) and Piedmont Housing Alliance (“PHA”) entered into a Contract for the sale of four City-owned properties located on John Street; and,

WHEREAS, in May, 2005 the parties agreed to certain amendments to the Contract; and,

WHEREAS, the contract, as amended, provides a schedule for submission of site plan, subdivision and rezoning applications by PHA, for closing on the sale, for construction of the townhouses, and for marketing and sale of the properties, which schedule has not been met by PHA; and,

WHEREAS, the parties hereby agree that the December, 2002 Contract, as amended in May, 2005 should be and is hereby amended to provide as follows:

(3) Paragraph VI of the Contract is amended to state:

Seller and Purchaser agree to the following schedule for conveyance, development and resale of the Property:

Execution of Sale / Purchase Contract	On or before December 6, 2002
Submission and Approval of Site Plan / Subdivision / Rezoning	May 1, 2005 – July 30, 2006
Property Closing	On or before September 30, 2006
Construction Period	October, 2006 – September, 2007
Marketing / Sales Period	September, 2006 – September, 2007

(4) Paragraph VII (B) of the Contract is amended to state:

(B) Closing will take place in the Office of the City Attorney in City Hall (605 East Main Street, Charlottesville, Virginia) on or before September 30, 2006, or as soon thereafter as all conditions of this contract have been met to the Purchaser's and Seller's satisfaction.

(5) All other terms and conditions of the Contract between the parties dated December 13, 2002, as amended in May, 2005 shall remain in full force and effect.

WITNESS the following authorized signatures:

PURCHASER:

Piedmont Housing Alliance

By: _____

Title: _____

SELLER:

City of Charlottesville, Virginia

By: _____

Title: City Manager

Approved as to Form:

City Attorney

**A RESOLUTION
AUTHORIZING THE EXECUTION OF AN AMENDMENT
TO THE CONTRACT FOR THE SALE OF PROPERTIES ON JOHN STREET TO
PIEDMONT HOUSING ALLIANCE**

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that the City Manager is authorized to execute on behalf of the City the attached amendment to the Contract for the sale of City-owned property on John Street to Piedmont Housing Alliance, in form approved by the City Attorney.

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date: September 5, 2006
Action Required: Yes (Approval of Ordinance – First of Two Readings)
Staff Contacts: Craig Brown, City Attorney
Reviewed By: Gary O’Connell, City Manager
Title: Amendment to Infill Development Ordinance

Background: On July 17, 2006 City Council approved a new zoning ordinance to address “infill developments”. A copy of the ordinance and Jim Tolbert’s agenda memo are attached. Since the ordinance did not specify an effective date, it became effective upon passage. The ordinance requires a special use permit for infill developments of less than two acres [see sections 34-165 (a) and 34-166 (b)].

Discussion: At the time the infill development ordinance was passed there was a pending rezoning application for a planned unit development on Grove Street. Because the proposed development involved less than two acres, it became subject to the requirements of the new ordinance. From a legal standpoint, an applicant for rezoning has no vested right to proceed under the ordinance provisions in effect at the time the application is filed. From an equitable standpoint, however, the application of the new ordinance to the Grove Street application is unfair to the applicant, as it would force them to start the approval process again for a special use permit. To address that inequity, we are proposing an amendment to the infill development ordinance, stating that these new provisions would not apply to any rezoning application that had already been the subject of a joint public hearing at the time the new ordinance was enacted. The proposed amendment is the addition of new section 34-167, at the end of the attached ordinance.

The Grove Street rezoning is the only application that would be affected by this proposed amendment. The second reading of this amendment will be on City Council’s September 18th consent agenda, with the Grove Street PUD rezoning on the regular agenda on that date. Council will retain its normal discretion on whether to approve or deny the requested PUD rezoning.

Alternatives: Council can decline to adopt the proposed amendment. The applicant for the Grove Street rezoning would then need to file an application for a special use permit.

Budgetary Impact: N/A

Recommendation: Adoption of the attached amendment.

Attachments:

Agenda Memo and Infill Development Ordinance from July 17, 2006, with proposed amendment

Adopted by City Council on July 17, 2006

Proposed Revised Text Underlined – Council Meeting on September 5, 2006

**AN ORDINANCE TO AMEND CHAPTER 34 OF THE CODE
OF THE CITY OF CHARLOTTESVILLE (1990), ARTICLE I (ADMINISTRATION),
DIVISION 8 (SPECIAL USE PERMITS)**

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that Section 34-158, of Article I, Division 8, of Chapter 34 of the Charlottesville City Code, 1990, as amended, is hereby amended and reordained, and new Sections 34-165 and 34-166 are hereby added to Article I, Division 8 of Chapter 34, all to read as follows:

ARTICLE I. ADMINISTRATION

DIVISION 8. SPECIAL USE PERMITS

Sec. 34-158. Application generally.

(a)The procedure for filing and consideration of an application for a special use permit is the same as that required for a rezoning petition, except that each application for a special use permit shall also include:

- (1) a preliminary site plan ;
- (2) a written disclosure of the information required by §34-8 of the city code and, if the applicant is not the owner of the property, written evidence of his status as (i) the authorized agent of the property owner, or (ii) a contract purchaser of the property whose application is with the permission of the property owner;
- (3) For developments including any non-residential uses, and developments proposing the construction of three (3) or more single- or two-family dwellings, the applicant shall provide a completed low-impact development (“*LID*”) methods worksheet; and
- (4) For applications proposing the alteration of the footprint or height of an existing building, or the construction of one or more new buildings: (i) a building massing diagram and (ii) elevations;
- (5) Information and data identifying how many, if any, existing dwelling units on the development site meet the City’s definition of an “affordable dwelling unit” and whether any such existing units, or equivalent affordable units, will remain following the development; and
- (6) other supporting data sufficient to demonstrate compliance with the purposes and standards of this zoning ordinance, including, without limitation, graphic materials that illustrate the context of the project as well as information and data addressing the factors set forth within §34-157 above.

(b)It shall be the responsibility of the applicant for a special use permit to provide information and data addressing the factors referenced in this section and in §34-157, above.

Sec.34-165. Infill development--concept and purpose.

(a)Infill development is a concept by which the city desires to encourage and permit variation in certain areas within the city’s R-1, R-1S, R-2 and R-3 zoning districts, by allowing deviation from the following types of regulations pursuant to a special use permit: minimum lot size and street frontage requirements, dimensional requirements, types of dwellings, density, yard requirements. In an effort to promote a walkable community, to reduce traffic congestion, to improve air quality, and to enhance the viability of downtown businesses, the city seeks to encourage increased density of residential development in central Charlottesville and the Main Street corridor, where access to a variety of transportation options allows for increased density with less impact on traffic and promotes a healthy lifestyle for city residents.

(b)In reviewing an application for approval of a special use permit authorizing an infill development, in addition to the general considerations applicable to approval of a special use permit the city council and planning commission shall consider whether the application satisfies the following objectives:

- (1)Provision of a variety of housing types, or, within a development containing only a single housing type, inclusion of houses of various sizes, to the end that housing within the development will provide a vibrant neighborhood offering a diverse mix of housing styles and sales prices that are affordable to persons and families in various income ranges;
- (2)Ease of access to and encouragement of the use of public transit services or other alternatives to single-occupancy automobiles (including, without limitation, public pedestrian systems) by persons who live within the development.

(3) Encouragement of pedestrian and vehicular connectivity within a development, and between a development and adjacent neighborhoods, providing opportunities for residents to live near workplaces, shopping opportunities and conveniences.

(4) Preservation of cultural features, historic structures and scenic assets and natural features such as trees, streams, drainage ways and topography, or restoration of such assets and features;

(5) Proximity to public parks and public recreational facilities; and/or

(6) Creation of a development that is harmonious with the existing uses and character of adjacent property(s), and/or consistent with patterns of development noted with respect to such adjacent property.

Sec. 34-166. Configuration, limitations.

(a) *Uses.* An infill development may include any one or more uses authorized within the zoning district within which it is situated.

(b) *Maximum size.* An infill development may be comprised of one or more lots or parcels of land, having, collectively, not more than two (2) acres. The lots or parcels, and all acreage contained therein, shall be contiguous.

(c) *Location.* From time to time, city council may specify area(s) appropriate for infill development on a map. The site of a proposed infill development must be within the infill development area specified on the most recent infill development area map approved by city council. A copy of the most recently approved Infill Development Area map shall be maintained available for public inspection within the city's department of neighborhood development services.

(d) *Environmental impact.* The applicant for approval of an infill development must mitigate the impact of increased density through implementation of a Low Impact Development (LID) strategy on the site. An LID worksheet must be completed and submitted along with any application for approval of an infill special use permit, and the LID worksheet must show a minimum score of ten (10) points. The LID worksheet must be verified and signed by the applicant. Prior to the public hearing on an application for approval of an infill special use permit, the city engineer shall review the LID strategy reflected in the worksheet.

(e) *Density.* Density within an infill development shall not exceed one and one-half (1.5) times the density already allowed by right in the existing zoning district. Notwithstanding the foregoing, city council may approve additional density of up to 2 units per acre for an infill development that demonstrates a score of thirteen (13) points or higher on the LID worksheet.

(f) *Application materials.* An application for a special use permit authorizing an infill development shall include, in addition to the materials required by §34-158, the following:

(1) A narrative statement of how the objectives described within §34-165(b) will be achieved by the development;

(2) Analysis of the extent and nature of projected traffic to be generated by the development, as follows: (i) for developments projected to generate less than 100 trips per day, according to the most recent edition of "Trip Generation," published by the Institute of Transportation Engineers (ITE): an analysis of the extent and nature of the traffic to be generated by the project, prepared by a professional land planner or engineer; or (ii) for developments projected to generate 100 or more trips per day, according to the most recent edition of "Trip Generation" published by ITE: a traffic study prepared by a traffic engineer; and

(3) A completed LID worksheet, signed and verified by the applicant.

(4) Additional information as deemed necessary by the director of neighborhood development services in order to facilitate a thorough review of the potential impacts of the proposed infill development that is the subject of the application. If any applicant fails to demonstrate within his application materials that a proposed infill development meets the minimum requirements specified in §34-166(a)-(e), above, the application shall be rejected as incomplete.

Sec. 34-167. Effective Date.

The amendments to this ordinance approved by City Council on July 17, 2006 shall not be applicable to any pending planned unit development rezoning application for which a public hearing had been held before that date.