

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **April 10, 2012**

AGENDA ITEM NO.: **3**

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:
(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Rezoning – The Preserve at Oakwood - 207 Preserve Drive – R-2, Low-Medium Density, Single-Family Residential District to R-3C, Medium Density, Two-Family Residential District (Conditional)**

RECOMMENDATION: Approval of the rezoning petition.

SUMMARY: Oaklink, LLC is petitioning to rezone the property at 207 Preserve Drive from R-2, Low-Medium Density, Single-Family Residential District to R-3C, Medium Density, Two-Family Residential District (Conditional) to allow the construction of up to seventy-eight (78) single-family detached and semi-detached homes. The project would be constructed in three phases.

During the public hearing process, a question was raised regarding the notification of the adjacent property owners and the proposed rezoning. The property is an interior parcel of a larger development; as a result, the two hundred (200) foot public notification radius required by City Code did not extend past limits of the development. The petitioner was diligent in their efforts to encourage feedback about the proposal, hosting several public input sessions on October 22-23, 2011 and on February 8, 2012. They also posted an additional rezoning notification sign at the entrance to the development at Link Road and development plans have been identified in newspaper articles, on local television news and in the December 2011 issue of Lynchburg Business.

The Planning Commission recommended approval of the petition because:

- The petition agrees with the *Comprehensive Plan 2002-2020's Future Land Use Map* which recommends a Low Density Residential use for the property. The proposed development would maintain open space and have an overall development density of two (2) units per acre.
- The petition agrees with the *Zoning Ordinance* which permits single-family detached and semi-detached dwelling units in an R-3, Medium Density, Two-Family Residential District.

PRIOR ACTION(S):

March 14, 2012: The Planning Division recommended approval of the rezoning petition.

The Planning Commission waived the twenty-one (21)-day submittal requirement for proffers (5-0, with 2 members absent, Hannon and Swienton).

The Planning Commission recommended approval (5-0, with 2 members absent, Hannon and Swienton) of the rezoning petition.

FISCAL IMPACT: None

CONTACT(S): Tom Martin, City Planner - 455-3900
Kent White, Director of Community Development – 455-3900

ATTACHMENT(S):

- Ordinance
- Planning Commission Report – March 14, 2012
- Planning Commission Minutes – March 14, 2012
- Vicinity Zoning Pattern Map

- Vicinity Proposed Land Use Map
- Watershed Location Map
- Concept Plan
- The Preserve at Oakwood Housing Concepts Lots 1-30
- Project Narrative
- Property Photograph
- Speaker Signup Sheet

REVIEWED BY: lkp

ORDINANCE:

AN ORDINANCE CHANGING A CERTAIN AREA LOCATED AT 207 PRESERVE DRIVE FROM A R-2, LOW-MEDIUM DENSITY, SINGLE-FAMILY RESIDENTIAL DISTRICT TO A R-3, MEDIUM DENSITY, TWO-FAMILY RESIDENTIAL DISTRICT (CONDITIONAL).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG that in order to promote the public necessity, convenience, welfare and good zoning practice that Chapter 35.1 of the Code of the City of Lynchburg, 1981, as amended, be and the same is hereby further amended by adding thereto Section 35.1-76.____, which section shall read as follows:

Section 35.1-76.____. Change of a certain area located at 207 Preserve Drive from a R-2, Low-Medium Density, Two-Family Residential District to a R-3, Medium Density, Two-Family Residential District (Conditional).

The area embraced within the following boundaries ...

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED AT 207 PRESERVE DRIVE IN THE CITY OF LYNCHBURG, VIRGINIA AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN (IP), A COMMON CORNER WITH THE SOUTHERNMOST CORNER OF THE COMMON AREA OF THE PRESERVE AT OAKWOOD, PHASE I, SHOWN ON A PLAT OF SAME RECORDED IN PLAT CABINET 10, SLIDES 131-132

THENCE NORTH 76 DEGREES 15 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 334.51 FEET TO AN IP;

THENCE NORTH 54 DEGREES 19 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 239.97 FEET TO AN IP;

THENCE NORTH 24 DEGREES 24 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 138.69 FEET TO AN IP;

THENCE NORTH 29 DEGREES 56 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 107.22 FEET TO AN IP;

THENCE NORTH 68 DEGREES 52 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 41.67 FEET TO AN IP;

THENCE NORTH 35 DEGREES 54 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 256.94 FEET TO AN IP;

THENCE SOUTH 43 DEGREES 47 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 72.82 FEET TO AN IP;

THENCE SOUTH 18 DEGREES 58 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 162.00 FEET TO AN IP;

THENCE SOUTH 69 DEGREES 02 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 236.10 FEET TO AN IP;

THENCE SOUTH 86 DEGREES 33 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 113.87 FEET TO A POINT IN THE CENTER OF AN UNNAMED BRANCH;

THENCE, ALONG THE CENTER OF SAID BRANCH, SOUTH 22 DEGREES 19 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 10.97 FEET TO A POINT;

THENCE SOUTH 31 DEGREES 21 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 57.20 FEET TO A POINT;

THENCE SOUTH 11 DEGREES 38 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 95.83 FEET TO A POINT;

THENCE SOUTH 06 DEGREES 12 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 71.00 FEET TO A POINT;

THENCE SOUTH 21 DEGREES 13 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 95.52 FEET TO A POINT;

THENCE SOUTH 14 DEGREES 35 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 122.72 FEET TO A POINT;

THENCE SOUTH 10 DEGREES 18 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 66.11 FEET TO A POINT;
THENCE SOUTH 13 DEGREES 33 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 56.79 FEET TO A POINT;
THENCE SOUTH 04 DEGREES 51 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 76.22 FEET TO A POINT;
THENCE SOUTH 06 DEGREES 44 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 82.25 FEET TO A POINT;
THENCE SOUTH 01 DEGREES 44 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 65.68 FEET TO A POINT;
THENCE SOUTH 42 DEGREES 21 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 79.59 FEET TO A POINT;
THENCE SOUTH 61 DEGREES 20 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 66.22 FEET TO A POINT;
THENCE SOUTH 05 DEGREES 59 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 19.56 FEET TO A POINT;
THENCE SOUTH 60 DEGREES 58 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 9.59 FEET TO A POINT;
THENCE SOUTH 54 DEGREES 15 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 44.02 FEET TO A POINT;
THENCE SOUTH 55 DEGREES 04 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 9.87 FEET TO A POINT IN THE CENTER OF SAID UNNAMED BRANCH;
THENCE, LEAVING SAID BRANCH, SOUTH 25 DEGREES 23 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 11.40 FEET TO AN IP;
THENCE SOUTH 05 DEGREES 27 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 420.77 FEET TO AN IP;
THENCE SOUTH 05 DEGREES 43 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 123.19 FEET TO AN IP;
THENCE SOUTH 24 DEGREES 17 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 131.15 FEET TO AN IP;
THENCE SOUTH 66 DEGREES 15 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 69.10 FEET TO AN IP;
THENCE SOUTH 44 DEGREES 37 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 157.23 FEET TO AN IP;
THENCE NORTH 58 DEGREES 37 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 86.86 FEET TO AN IP;
THENCE SOUTH 44 DEGREES 23 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 108.83 FEET TO AN IP;
THENCE SOUTH 50 DEGREES 09 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 202.91 FEET TO AN IP;
THENCE SOUTH 20 DEGREES 59 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 420.18 FEET TO AN IP;
THENCE NORTH 28 DEGREES 21 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 358.51 FEET TO AN IP;
THENCE NORTH 31 DEGREES 17 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 41.02 FEET TO AN IP;
THENCE NORTH 27 DEGREES 41 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 237.34 FEET TO A SANITARY SEWER MANHOLE;
THENCE NORTH 31 DEGREES 09 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 464.38 FEET TO AN IP;
THENCE NORTH 21 DEGREES 06 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 512.65 FEET TO AN IP;
THENCE NORTH 41 DEGREES 44 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 650.82 FEET TO AN IP, THE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD.

SAID PROPERTY CONTAINS 38.888 ACRES MORE OR LESS.

... is hereby changed from a R-2, Low-Medium Density, Single-Family Residential District to a R-3, Medium Density Two-Family Residential District (Conditional) subject to the following voluntarily submitted proffers submitted by the petitioner:

1. The property will be developed with a mix of Detached and Semi-Detached Single-Family Dwellings allowed in the R-3 zone in substantial compliance with the "Rezoning Schematic Site Plan Phases II, III & IV, The Preserve at Oakwood" prepared by Berkley-Howell & Associates, P.C, dated January 11, 2012 and Revised on February 23, 2012. The total number of dwelling units or lots for the property to be rezoned (38.888) acres shall not exceed seventy-eight (78).
2. In lieu of a Traffic Impact Study, the developer will design and construct a left turn lane from Link Road onto Preserve Drive as part of the development and of construction of Phase III.
3. All utilities within the development will be placed underground.
4. An Architectural Review Committee (ARC) will be established to insure the aesthetic quality of the development. The character of the entire neighborhood will be enhanced by substantial landscaping, including foundation plantings and street trees. The ARC will review all house plans, including landscaping details, to insure that strict Architectural Standards are met. The design shall be in keeping with the Preserve at Oakwood Concepts Lots 1-30.
5. All Common Areas will be maintained by the Homeowner's Association. The Common Areas will have natural walking paths that connect to the adjacent property of Oakwood Country Club at multiple points to allow residents easy pedestrian access to the facilities of the Club.

And the Director of Community Development shall forthwith cause the "Official Zoning Map of Lynchburg, Virginia," referred to in Section 35.1-4 of this chapter to be amended in accordance therewith.

Adopted:

Certified:

Clerk of Council

048L

The Department of Community Development

City Hall, Lynchburg, VA 24504 434-455-3900

To: Planning Commission
From: Planning Division
Date: March 14, 2012
Re: **Rezoning: 207 Preserve Drive – R-2, Low-Medium Density, Single-Family Residential District to R-3C, Medium Density, Two-Family Residential District (Conditional)**

I. PETITIONER

Oaklink, LLC, PO Box 753, Lynchburg, VA 24505

Representative: Willard T. Sigler, Berkley-Howell & Associates, P.C., 306 Enterprise Drive, Forest, VA 24551

II. LOCATION

The subject property includes one (1) tract totaling approximately thirty-eight and eight hundred and eighty-nine thousandths (38.889) acres located at 207 Preserve Drive.

Property Owner: Oaklink, LLC, PO Box 753, Lynchburg, VA 24505

III. PURPOSE

The purpose of this petition is to allow the construction of Phases II – IV of the Preserve at Oakwood. The development would consist of a maximum of seventy-eight (78) single-family detached and semi-detached dwellings.

IV. SUMMARY

- Petition agrees with the *Zoning Ordinance* which permits single-family detached and semi-detached units in an R-3, Medium Density, Two-Family Residential District.
- Petition agrees with the *Comprehensive Plan 2002-2020* which recommends a Low Density Residential use for the property.

The Planning Division recommends approval of the rezoning petition.

V. FINDINGS OF FACT

1. **Comprehensive Plan.** The *Comprehensive Plan 2002-2020* recommends Low Density Residential uses in this area. Low Density Residential areas are dominated by single-family detached housing at densities of up to four (4) units per acre. In addition to residential uses, they may include public and institutional uses compatible in scale with single family residential homes. Private recreation uses, including country clubs and swim and racquet clubs and private open space, are also appropriate for Low Density Residential areas. (*pg. 5.5*) The maximum number of units proposed for the development is seventy-eight (78) resulting in a density of two (2) units per acre. ($78/38.889 = 2.006$)
2. **Zoning.** The subject property was annexed into the City in 1926. The existing R-2, Low-Medium Density, Single-Family Residential District zoning was established in 1978 with the adoption of the current *Zoning Ordinance* and *Official Zoning Map*.

3. Proffers. The petitioner has submitted the following voluntary proffers as part of the rezoning petition.

1. The property will be developed with a mix of Detached and Semi-Detached Single-Family Dwellings allowed in the R-3 zone in substantial compliance with the “Rezoning Schematic Site Plan Phases II, III & IV, The Preserve at Oakwood” prepared by Berkley-Howell & Associates, P.C, dated January 11, 2012 and Revised on February 23, 2012. The total number of dwelling units or lots for the property to be rezoned (38.888) acres shall not exceed seventy-eight (78).
2. In lieu of a Traffic Impact Study, the developer will design and construct a left turn lane from Link Road onto Preserve Drive as part of the development and of construction of Phase III.
3. All utilities within the development will be placed underground.
4. An Architectural Review Committee (ARC) will be established to insure the aesthetic quality of the development. The character of the entire neighborhood will be enhanced by substantial landscaping, including foundation plantings and street trees. The ARC will review all house plans, including landscaping details, to insure that strict Architectural Standards are met.
5. All Common Areas will be maintained by the Homeowner’s Association. The Common Areas will have natural walking paths that connect to the adjacent property of Oakwood Country Club at multiple points to allow residents easy pedestrian access to the facilities of the Club.

4. Board of Zoning Appeals (BZA). The Zoning Official has determined that no variances would be needed for the development of the property as proposed.

5. Surrounding Area. There have been several items requiring City Council approval in the immediate area:

- On December 11, 1979, City Council approved the conditional use permit petition of Virginia Baptist Hospital to allow a building addition at 3300 Rivermont Avenue.
- On July 10, 1984, City Council approved the petition of Virginia United Methodist Homes, Inc., to rezone 3021 Rivermont Avenue from R-1, Low Density, Single-Family Residential District to R-4, Medium-High Density, Multi-Family Residential District (Conditional) to allow the construction of a retirement community with up to two hundred (200) units and health care facility.
- On August 13, 1985, City Council approved the petition of Virginia Baptist Hospital to allow the construction of a heliport at 3300 Rivermont Avenue.
- On November 11, 1986, City Council approved the conditional use permit petition of First Christian Church to allow the construction of classrooms, offices and a parking addition at 3109 Rivermont Avenue.
- On April 14, 1987, City Council approved the conditional use permit petition of Virginia Baptist Hospital to allow the construction of a parking lot expansion at 3350 Vassar Street.
- On September 8, 1987, City Council approved the conditional use permit petition of Virginia Baptist Hospital to allow the construction of a parking lot expansion at 3350 Vassar Street.

- On April 12, 1988, City Council approved the petition of M. Van & Carrie Lewis to rezone 1000 Villa Road from R-4, Medium-High Density, Multi-Family Residential District (Conditional) to R-4, Medium-High Density, Multi-Family Residential District (Conditional) to amend previously approved proffers and allow the use of the property as an educational facility.
 - On April 12, 1988, City Council approved the conditional use permit petition of M. Van & Carrie Lewis to allow an educational facility with boarding capabilities at 1000 Villa Road.
 - On November 8, 1988, City Council approved the conditional use permit petition of Virginia Baptist Hospital to allow a child care facility at 1343 Oak Lane.
 - On February 14, 1989, City Council approved the conditional use permit petition of Virginia Baptist Hospital for a Master Development Plan at 3300 Rivermont Avenue.
 - On December 12, 1989, City Council approved the conditional use permit petition of Oakwood Country Club to allow the construction of a pool house and parking area at 3409 Rivermont Avenue.
 - On April 10, 1990, City Council approved the conditional use permit petition of Virginia Baptist Hospital to allow the construction of a parking lot expansion at 3350 Vassar Street.
 - On February 9, 1993, City Council approved the conditional use permit petition of Virginia Baptist Hospital to allow the construction of a two-story parking deck on Vassar Street.
 - On September 14, 1993, City Council approved the conditional use permit petition of Holy Trinity Lutheran Church to allow the construction of a columbarium wall at 1000 Langhorne Road.
 - On August 9, 1994, City Council approved the conditional use permit petition of Oakwood Country Club to allow the construction of an indoor tennis facility and parking area at 3409 Rivermont Avenue.
 - On July 8, 1997, City Council approved the conditional use permit petition of Virginia Baptist Hospital to allow the construction of a building addition and access improvements at 3300 Rivermont Avenue.
 - On April 13, 1999, City Council approved the conditional use permit petition of Oakwood Country Club to allow the conversion of existing tennis courts to an indoor tennis facility at 3409 Rivermont Avenue.
 - On March 12, 2002, City Council adopted the “Rivermont” Local Historic District.
 - On February 8, 2005, City Council approved the petition of the Williams Home to allow the construction of a building addition at 1201 Langhorne Lane.
6. **Site Description.** The subject property is a tract of thirty-eight and eight hundred and eighty-nine thousandths (38.889) acres located at 207 Preserve Drive. The property was previously used as a golf course in association with the Oakwood Country Club located at 3409 Rivermont Avenue. The property has a rolling terrain with the highest elevations located in the northernmost corner adjacent to Oakwood Country Club. The property is bounded to the north by Oakwood Country Club and single-family homes, to the south and east by single-family homes and to the west by vacant land.

7. **Proposed Use of Property.** The purpose of this petition is to allow the construction of up to seventy-eight (78) single-family detached and semi-detached dwellings. The property is proposed to be developed in three (3) phases and approximately one-half of the land area would be preserved in open space. The development density would equate to two (2) units per acre.
8. **Traffic, Parking and Public Transit.** The petitioner has voluntarily proffered to design and construct a left turn lane from Link Road to Preserve Drive to coordinate with the construction of Phase III development. The City's Transportation Engineer has stated that since the left turn lane is being proffered, a traffic study will not be required.

The property is served by Greater Lynchburg Transit Company Routes 3C & 3D with a stop located in front of Oakwood Country Club. Since the proposed development would be connected to the country club by a series of sidewalks and pedestrian trails, this route should be accessible to residents.

9. **Stormwater Management.** A stormwater management plan for the property will be required. The following stormwater narrative was submitted with the rezoning petition:

The proposed seventy-two (72)-unit residential project (Phase II, II, & IV) is located on an approximate thirty-nine (39) acre area proposed for rezoning. The property was previously a golf course and is substantially grass land with scattered areas of woods. The proposed residential project will result in an increase in runoff. The increase in runoff will be handled by multiple stormwater management facilities. The stormwater management facilities will be designed to manage runoff quantity and will be designed per City and State regulations. The proposed road system will utilize curb and gutter and storm sewer to direct runoff. Runoff discharges to two (2) branches on the property. Branch No. 1 is shown adequate per calculations. Branch No. 2 has a clogged forty-two inch (42") Corrugated Metal Pipe (CMP) and an eroded eighty foot (80') section. The CMP sections will be removed and the branch restored to adequate channel. In regards to water quality, the proposed development will result in an impervious cover which is less than the average land cover of Lynchburg; therefore, no water quality measures are required as proposed.

The City's Environmental Reviewer will make a final determination concerning if water quality measures are required during the final site plan review process.

10. **Emergency Services.** The City's Fire Marshal and City Police Department had no concerns regarding the proposed use of the property.
11. **Impact.** The rezoning petition would facilitate the development of the property for up to seventy-eight (78) detached and semi-detached single-family homes. The preliminary site plan indicates a total of fourteen (14) single-family detached units and fifty-eight (58) semi-detached units. The Preserve at Oakwood is proposed to be developed in three (3) additional phases labeled as Phases II-IV. Phase I of the total project consists of twelve (12) single-family homes being developed "by-right," which are currently under construction. The following table indicates the approximate unit yields for each phase as indicated on the preliminary site plan:

	Detached Units	Semi-Detached	Totals
Phase II	6	12	18
Phase III	4	30	34
Phase IV	4	16	20
Totals	14	58	72

The *Comprehensive Plan 2002-2020* recommends a Low Density Residential use for the subject property. These areas are characterized as appropriate for single-family homes at densities of up to four (4) units per acre. Private recreation uses, including country clubs and swim and racquet clubs and private open space, are also appropriate. While the proposed rezoning would allow a mixture of single-family detached and semi-detached structures the overall density of the project (two (2) units per acre) would be much less than implied by the *Comprehensive Plan*. The clustering of the housing will also allow the preservation of approximately one-half (1/2) of the property in open space. The development also proposes the connection of the residential neighborhood to Oakwood Country Club by a series of sidewalks and walking trails.

The petitioner has submitted five (5) voluntary proffers as part of the rezoning request. The proffers were revised from the original submittal and received by the Planning Division on March 1, 2012. Since the proffers were received less than twenty-one (21) days prior to the scheduled Planning Commission public hearing, the Commission will need to consider waiving the twenty-one (21) day submittal requirement. Failure to waive this requirement would result in the Commission having to postpone action on the rezoning until its next scheduled meeting (March 28, 2012).

1. The property will be developed with a mix of Detached and Semi-Detached Single-Family Dwellings allowed in the R-3 zone in substantial compliance with the “Rezoning Schematic Site Plan Phases II, III & IV, The Preserve at Oakwood” prepared by Berkley-Howell & Associates, P.C, dated January 11, 2012 and Revised on February 23, 2012. The total number of dwelling units or lots for the property to be rezoned (38.888) acres shall not exceed seventy-eight (78).
2. In lieu of a Traffic Impact Study, the developer will design and construct a left turn lane from Link Road onto Preserve Drive as part of the development and of construction of Phase III.
3. All utilities within the development will be placed underground.
4. An Architectural Review Committee (ARC) will be established to insure the aesthetic quality of the development. The character of the entire neighborhood will be enhanced by substantial landscaping, including foundation plantings and street trees. The ARC will review all house plans, including landscaping details, to insure that strict Architectural Standards are met.
5. All Common Areas will be maintained by the Homeowner’s Association. The Common Areas will have natural waling paths that connect to the adjacent property of Oakwood Country Club at multiple points to allow residents easy pedestrian access to the facilities of the Club.

Proffers 1, 2, 3 & 5 are adequate to address impacts associated with the development. The Planning Division questions the adequacy of Proffer #4. While the inclusion of foundation plantings for single-family development are not required by the City's Landscaping Ordinance, street trees are required as part of new street construction. The proposed Architectural Review Committee (ARC) is proposed to "insure that strict Architectural Standards are met." However, nothing submitted with the rezoning indicates what architectural standards are proposed. This portion of the submitted proffer would not be enforceable by City Zoning staff.

The petitioner has been diligent in efforts to receive feedback concerning the proposal from the public. Several input sessions were held on October 22-23, 2011 and on February 8, 2012. Development plans have also been indicated in newspaper articles on local television news and in the December 2011 issue of Lynchburg Business. Signage on the property and a project website (www.thepreserveatoakwood.com) has also been made available to inform the public concerning the proposal. At the time this report was written, the Planning Division had received no calls concerning the proposed development.

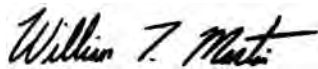
- 12. Technical Review Committee.** The Technical Review Committee (TRC) reviewed the preliminary site plan on February 14, 2012. Comments related to the proposed use were minor in nature and have or will be addressed by the petitioner prior to final approval.

VI. PLANNING DIVISION RECOMMENDATION

That the Planning Commission waives the requirements of Section 35.1-43.1, Conditional zone or zone approval concerning the twenty-one (21)-day submittal requirement for proffers.

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council approval of the petition of Oaklink, LLC, to rezone approximately thirty-eight and eight hundred and eighty-nine thousandths (38.889) acres located at 207 Preserve Drive from R-2, Low-Medium Density, Single-Family Residential District to R-3, Medium Density, Two-Family Residential District (Conditional) subject to the voluntarily submitted proffers.

This matter is respectfully offered for your consideration.



William T. Martin, AICP
City Planner

pc: Mr. L. Kimball Payne, III, City Manager
Ms. Bonnie M. Svrcek, Deputy City Manager
Mr. Walter C. Erwin, City Attorney
Mr. Kent L. White, Director of Community Development
Mr. J. Lee Newland, City Engineer
Ms. Cynthia Kozarow, Lynchburg Police Department

Captain Thomas Mack, Acting Fire Marshal
Mr. Donald DeBerry, Transportation Engineer
Mr. Doug Saunders, Building Commissioner
Mr. Robert Fowler, Zoning Administrator
Mr. Jacob Dorman, Environmental Reviewer
Mr. Willard Sigler, Berkley-Howell & Associates

VII. ATTACHMENTS

- 1. Vicinity Zoning Pattern Map**
- 2. Vicinity Proposed Land Use Map**
- 3. Watershed Location Map**
- 4. Project Narrative**
- 5. Concept Plan**
- 6. Photo**

MINUTES OF THE MARCH 14, 2012 PLANNING COMMISSION MEETING (MINUTES HAVE NOT BEEN APPROVED. THERE WAS NO MEETING ON MARCH 28, 2012):

a. Petition of Oaklink, LLC, to rezone approximately thirty-eight and eight hundred and eighty-nine thousandths (38.889) acres from R-2, Low-Medium Density, Single-Family Residential District to R-3C, Medium Density, Two-Family Residential District (Conditional) to allow the construction of up to seventy-eight (78) semi-detached and detached units at 207 Preserve Drive.

Mr. Martin had the following comments for the commissioners. This property is residue from the Phase I development that is adjacent to Link Road, which included 12 single-family detached homes on fairly large lots. The petitioner is requesting to develop the remainder of the property in three phases. Phase II would include six detached and twelve semi-detached units. Mr. Martin reminded the commissioners that the *Zoning Ordinance* was changed to allow semi-detached units by right in the R-3 district and the dividing of the units into two lots, thereby allowing the sale of both units. Phase III of the development would include four detached units and thirty semi-detached units. Phase IV would include four detached units and sixteen semi-detached units. This is a total of 72 units; however, the proffers submitted do request the flexibility to go up to 78 units.

The development will be served by public road, water and sewer. The police and fire departments had no comments of concern. The City's *Comprehensive Plan* does recommend a Low Density Residential use for this property. Those areas are usually characterized by single-family detached units up to four units per acre. These areas can also include institutional uses, such as the adjacent country club use, as long as they are in scale and character with single-family homes. The overall density, as proposed here, equates to approximately two units per acre with over half of the proposed development being preserved in open space. The development will be connected by walking trails to the adjacent country club.

In lieu of the traffic study, the petitioner is proffering to construct a left turn lane from Link Road into Preserve Drive at the time of Phase III development. This is an acceptable proposal to the Transportation Engineer.

While the majority of the proffers will address the impact of the development, staff had some concerns about proffer #4 related to the aesthetics of the development and the architectural review board that will be formed. Staff does not believe they will be able to enforce that proffer. Overall, the development should fit well into the area and the Planning Division does recommend approval of the petition with the voluntarily submitted proffers.

Mr. Bryant Hare was present to represent the petition. He explained that he and the other owner, Mr. Dick Schoew, have lived in the general neighborhood of Oakwood all their lives. Their vision for this property is to create a neighborhood that is reflective of the rest of Rivermont Avenue and preserve as much open space as possible. Mr. Hare remarked that the design of the development will decrease the overall footprint and will provide a type of housing that people are requesting here in Lynchburg.

Mr. Hare explained that they have held four open houses since August 2010 to solicit public input. These open houses have been well advertised. There have been stories in the newspaper and on television. He and Mr. Schoew have also been a very visible presence on the property almost daily since buying the property.

Mr. Dick Schoew also came forward to represent the petition. He remarked that this is an extraordinary piece of property. There are very few properties like it left in Lynchburg that are such an open slate. He explained that they have really felt a deep responsibility about doing this project well. At

the very least, he would like everyone to understand how much of a caretaker they are trying to be for this piece of property.

Chair Hamilton recognized several people in attendance in favor of the petition. She then asked for anyone who wished to speak in opposition or with questions. Mr. Tim Miles of 1747 Link Road came forward. He expressed that he feels that the communication about this project has been a little bit disappointing. He felt that the open houses were more of sales pitches rather than gathering public input. Mr. Miles is concerned with the traffic impact on Link Road. There is a tendency for traffic to back up on Link Road when there are many people trying to make a right or left turn onto Rivermont Avenue. Mr. Miles did indicate that he understands that the developers have donated land that could possibly be used to make a right turn lane onto Rivermont Avenue at some point in the future. Mr. Miles thought that would be a good improvement but understood that it would not happen at this time. Mr. Miles also acknowledged that the left turn lane onto Preserve Drive that is proposed by the developer should be a good improvement and should help alleviate any additional traffic created by this development.

Mr. Miles also expressed concern that another developer could come in (if this development does not happen for some reason) and build something that is not in character with the neighborhood and different than what is proposed today. Mr. Miles acknowledged that it did seem that the developers are trying to build something that is in keeping with the character of the neighborhood.

Mr. Jack Paydon-Travers of 1711 Link Road came forward to speak. He is concerned with the left turn lane that is being proposed and wants to ensure that the property needed for this turn lane comes from the developer's property as opposed to the other side of the road.

Chair Hamilton asked the petitioners to come back and address these concerns. Mr. Bill Berkley of Berkley and Howell indicated that the preliminary design of the left turn lane is indicated on the site plan. All of the area needed for the left turn lane will come from the Preserve side of the road. The southbound lane of Link Road will remain the same. They have already met with City staff from Engineering and Mr. Berkley feels that everyone is comfortable with the proposed design.

Mr. Hare added that there are restrictions in their deed that do not allow for any more houses to be built in Phase I. Those deed restrictions will hold true for Phases II, III and IV. Mr. Hare also pointed out that if another developer wanted to do something other than what is proposed on this site plan, they would have to come back through this public hearing and rezoning process because substantial compliance with the site plan is one of the voluntarily submitted proffers.

Chair Hamilton asked if there was anyone else who wished to speak in opposition or with questions to this petition based on the responses to the questions. No one came forward. She closed the public hearing portion of the petition.

Commissioner Sale asked for more information about the architectural review board. Mr. Hare explained that the committee has already been formed. It consists of himself, Mr. Schoew, the three realtors who are involved in this project, two local residents and Mr. Ron Driskill of Custom Structures. Commissioner Sale asked if there will be any representation from a homeowners association and Mr. Hare said there would be after the homeowner associations are formed. At some point, everything will be turned over to the homeowner associations. There will be a separate homeowner association for Phase I and a separate homeowner association for Phases II, III and IV. Mr. Hare explained that the fourteen detached "cottage" style homes are the only ones that will come before them. All of the other ones will be built similarly to the pictures shown on the boards presented to the Planning Commission today. They are more than happy to sit down with City staff and go over design materials and standards. Mr. Schoew remarked that they do not want this development to look like a "cookie cutter" development. They want it to look like a neighborhood. They have defined the early 1900s as the era that they are trying to reflect.

Commissioner Sale asked if the adjoining neighborhood will have any access to this committee. Mr. Hare indicated that there are a couple of people on the committee, as he mentioned previously, that will neither live right in this development nor have a financial interest in it but there is not an adjoining neighbor on the committee. Mr. Hare indicated that there was a neighborhood input meeting a few weeks ago which had around 60 people in attendance. Commissioner Sale expressed that his concern is that the developers have expressed a desire to conform to the neighborhood and that desire is well founded, however, how is that measured and how is that implemented? He does not think that the commission could force the developers to do anything like this but in an advisory capacity, Commissioner Sale thinks it would be helpful for them to consider some way of allowing the neighbors some accessibility to this process.

Commissioner Coleman commented that he does not see anything in this proposal that is not in keeping with the *Comprehensive Plan*. He asked the petitioners if they felt confident that the communication flow has been all that it needs to be to alleviate the concerns of the neighbors. Mr. Hare thought that their open houses were not just a sales tool but were intended to be an open forum with the neighbors and an attempt to gather their input. They had a good turnout for their most recent open house. He also reiterated that he and Mr. Schoew have been present on the property almost every day since buying it.

Mr. Will Sigler also pointed out that the petitioners were only legally required to post a sign on Preserve Drive, but they chose to put one on Link Road knowing that very few people would see the sign on Preserve Drive.

Chair Hamilton wanted to know more about the impact on Fairway Place. Mr. Sigler said there are three lots at the beginning of Fairway Place. He explained that there is a contiguous tree buffer that does narrow to about 25 to 30 feet at this point, but the houses are pushed back an additional 100 feet or more. He also pointed out that there is a significant grade difference that will help hide the visual impact. You will be able to see the backs of the houses in the winter, but in the summer, he doubts you will see them at all. Mr. Hare commented that every effort is being made to make the backs of the houses as attractive as the fronts of the houses. This is being done as well on the houses in Phase I whose backs face Link Road. Mr. Hare also pointed out that there had originally been a walking trail planned behind the houses that would back up to Fairway Place, but that has since been removed from the design because they felt people on Fairway Place might not want a walking trail behind their houses.

Commissioner Hooper asked Mr. Hare to speculate how many units they might be able to develop by right. Mr. Hare speculated that, even taking the topography into consideration, they could fit 120 to 130 units on the entire property, including those units already built in Phase I. Commissioner Hooper also wondered how many cars could be stacked in the left hand turn lane. Mr. Berkley projected that approximately five cars could be stacked. Mr. Hare also pointed out that the residents they think will buy these units are not likely to be coming and going at peak hours. They think that 60 to 70 percent of the buyers will be 50+ years old.

Chair Hamilton asked for more information about the possible right turn lane onto Rivermont Avenue. Mr. Martin commented that the City Engineer had put in for a cost share grant to redo this entire intersection but it was not funded. Mr. Martin pointed out that the need for this right hand turn lane cannot be solely attributed to this development but having the right-of-way donated was a plus.

The commissioners requested more information about stormwater management. Mr. Berkley pointed out on the watershed map a section of the stream that has about 70 to 80 feet of it that is piped. That pipe is in disrepair and that has affected another 70 to 80 feet of stream. When they met with DEQ and the Army Corps of Engineers early in the project, the recommendation was made to fix this pipe as they got further along in the project. During Phase I, at every point they cross a swale or lower area, there

are stormwater ponds that retain the water until it is discharged into any of the streams. Essentially, the same pattern will be done in Phases II, III and IV. There are no requirements for stormwater treatment because they have stayed at 16 percent impervious area. Mr. Berkley pointed out that they are preserving a tremendous amount of green space on all sides of the streams so that provides the stormwater treatment.

Chair Hamilton asked if the trails will be available for the surrounding neighbors to use. Mr. Hare said they will be available for public use, but Mr. Schoew pointed out that the privilege to use them could be discontinued by the residents if their use is abused.

Commissioner Barnes commented that he likes the walkability design of the project, as well as their efforts to preserve as much open space as possible. Chair Hamilton agreed with those comments and felt that they had done a design that tries to minimize the footprint and practices the best use of the land. Commissioner Sale thought it was a very sensitive use of the land and a sensitive approach to density. Commissioner Sale commented that their attempt to pick up where others have failed is laudable. This is an important piece of land and he feels the developers have a desire to fulfill the community's trust. Commissioner Hooper wished to commend the developers for the work they have done. He thinks this project will be an attractive addition to the community.

The discussion moved to how the developers could be held to the design standards they are promising. Mr. Martin commented that City staff does not wish to be on the architectural review board that is being proffered in number four. Mr. Martin suggested that the architectural design boards presented at today's meeting could be incorporated into a proffer. Mr. Martin stated that it is staff's responsibility to point out if a proffer is unenforceable and number 4 is unenforceable as written. After further discussion, the commissioners suggested that the proffer to be amended to include the wording "The design shall be in keeping with the Preserve at Oakwood Concepts Lots 1-30." The owners were agreeable to this suggestion, amended the proffer in writing and indicated that a pdf of this board could be provided to be included as an attachment.

Commissioner Barnes made the following motion, which was seconded by Commissioner Sale:

"That the Planning Commission waives the requirements of Section 35.1-43.1, Conditional zone or zone approval concerning the twenty-one (21)-day submittal requirement for proffers.

The motion passed by the following vote:

AYES:	Barnes, Coleman, Hamilton, Hooper and Sale	5
NOES:		0
ABSTENTIONS:		0
ABSENT:	Hannon and Swienton	2

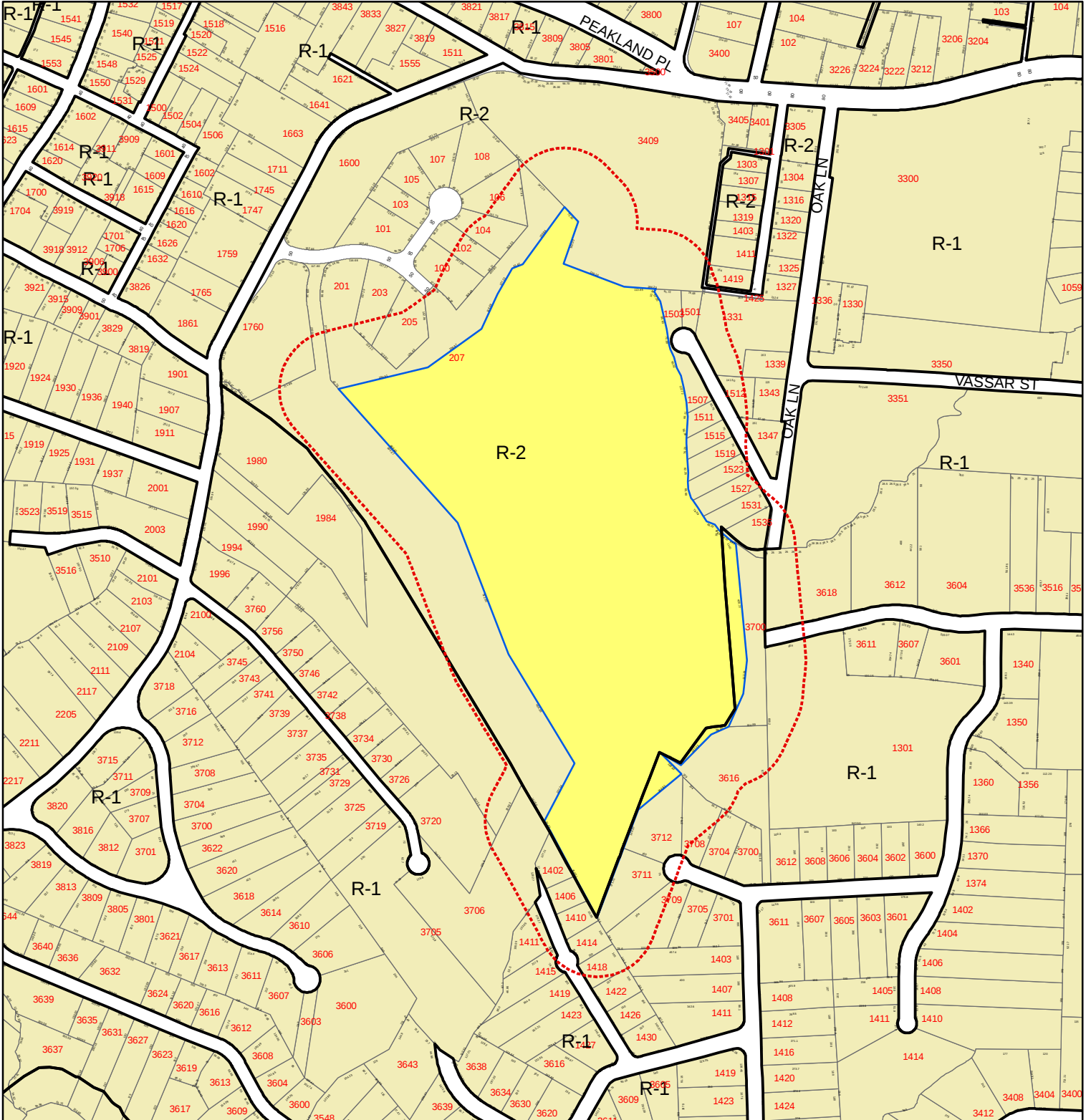
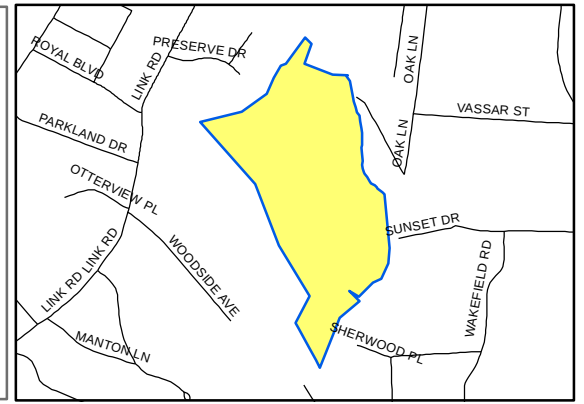
Commissioner Barnes made the following motion, which was seconded by Commissioner Sale:

"Based on the preceding Findings of Fact, the Planning Commission recommends to City Council approval of the petition of Oaklink, LLC, to rezone approximately thirty-eight and eight hundred and eighty-nine thousandths (38.889) acres located at 207 Preserve Drive from R-2, Low-Medium Density, Single-Family Residential District to R-3, Medium Density, Two-Family Residential District (Conditional) subject to the voluntarily submitted and amended proffers."

AYES:	Barnes, Coleman, Hamilton, Hooper and Sale	5
NOES:		0
ABSTENTIONS:		0
ABSENT:	Hannon and Swienton	2

**THE PRESERVE AT OAKWOOD
PHASE II, III & IV
207 PRESERVE DRIVE
REZONING FROM R-2 TO R-3C
Vicinity Zoning Pattern Map**

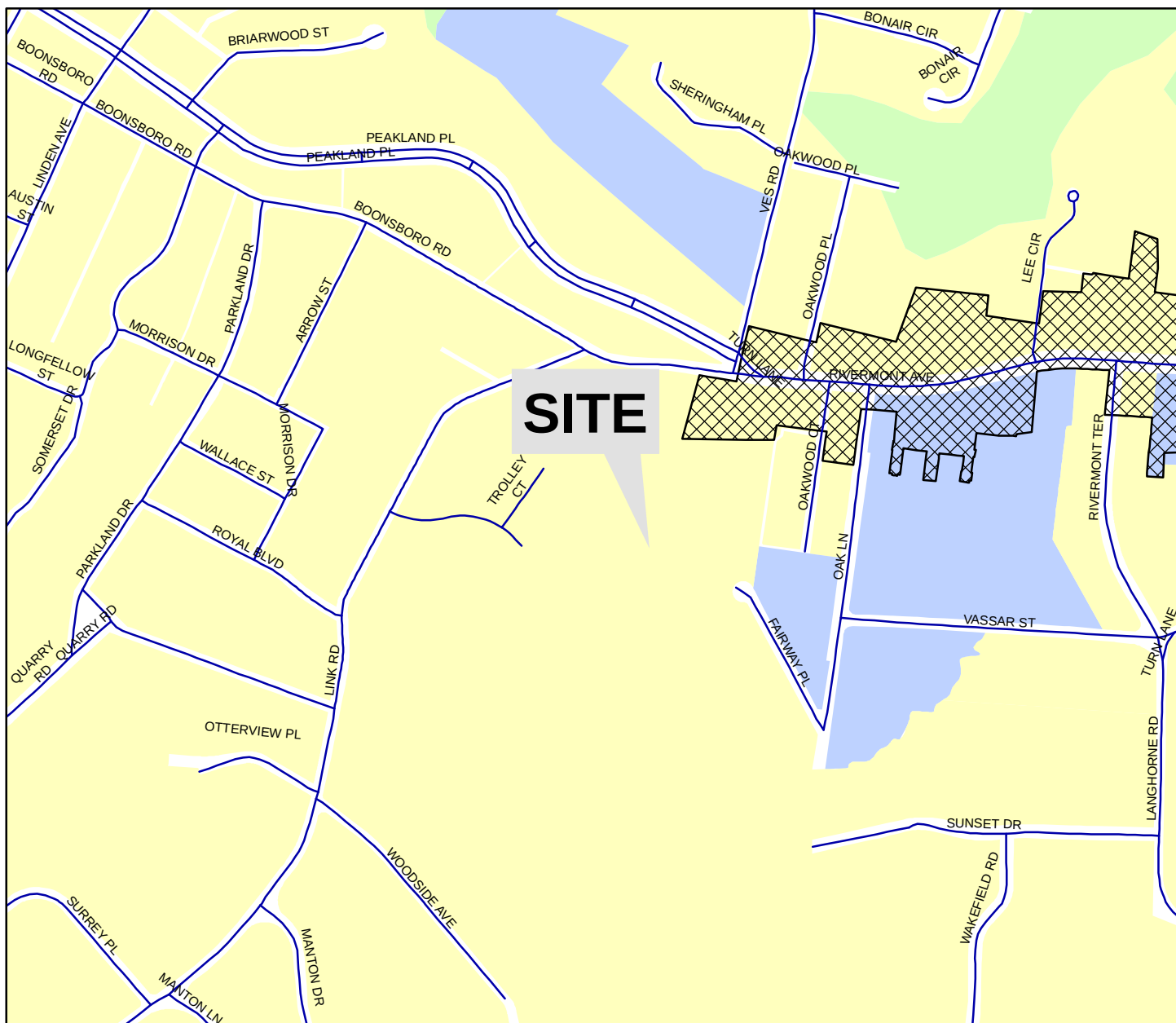
-  Subject Properties
-  200 Foot Buffer



PIN	Owner	Local Address
03804036	ADAM M & ELISE MARIE B SPONTARELLI	3708 SHERWOOD PLACE
03804039	ANN N BUSS TRUSTEES & MICHAEL BREMER & MARI KATHLEEN NORMYLE	3616 SHERWOOD PLACE
03804037	ANNE STEWART MORRIS	3704 SHERWOOD PLACE
03804029	ARBAUGH, JAMES E II & LYNNE H N ARBAUGH	1407 CLUB DRIVE
03702014	CENTRA HEALTH INC	1331 OAK LANE
03702016	CENTRA HEALTH INC c/o JOHN M LITAKER	1343 OAK LANE
03702041	CENTRA HEALTH INC c/o JOHN M LITAKER	1512 FAIRWAY PLACE
03702017	CENTRA HEALTH INC c/o JOHN M LITAKER	1347 OAK LANE
03801050	CENTRA HEALTH INC c/o JOHN M LITAKER	3351 VASSAR ST
03702015	CENTRA HEALTH INC c/o JOHN M LITAKER	1339 OAK LANE
03702039	CHARLES RAY FELMLEE	1501 FAIRWAY PLACE
03702048	CUSTOMER STRUCTURES INC	108 TROLLEY COURT
03804034	DAVID R & HEIDE J CANNON	3711 SHERWOOD PLACE
03702037	DAVID W & ROBIN O LIPSCOMB	1507 FAIRWAY PLACE
03702035	DEREK C & LAUREN C BRENNON	1515 FAIRWAY PLACE
03705026	DWAYNE K & ANNE G LEWIS	1422 ROBIN HOOD PLACE
03702054	FOSTER BUILDERS INC	203 PRESERVE DRIVE
03705021	GEORGE C JR & LYNNE R WALKER FLLLP	1402 ROBIN HOOD PLACE
03705020	GEORGE C JR & LYNNE R WALKER FLLLP	1411 ROBIN HOOD PLACE
03705022	GEORGE C JR & LYNNE R WALKER FLLLP	1406 ROBIN HOOD PLACE
03804040	GEORGE C JR & LYNNE R WALKER FLLLP	3700 SUNSET DRIVE
03804001	GEORGE R ZIPPEL	1301 WAKEFIELD ROAD
03702043	JAMES T & KIMBERLY H MILAM	1760 LINK ROAD
03804032	JANE B YORK TRUSTEE	3705 SHERWOOD PLACE
03702038	JANE T SIGLER	1503 FAIRWAY PLACE
03804030	JOACHIM G & MARTHA H DECHOW	1403 CLUB DRIVE
03702031	JOHN J JR & MARY B WRANEK	1531 FAIRWAY PLACE
03702032	JOHN M & KATIE H GILLETTE	1527 FAIRWAY PLACE
03702012	JOHN M & MARIANNE STORTON	1419 OAKWOOD COURT
03702009	JONATHAN E & YVONNE S DAVIS	1411 OAKWOOD COURT
03804033	LARRY B II & HARMONI N WALKER	3709 SHERWOOD PLACE
03804035	MARY T MCCARTHY	3712 SHERWOOD PLACE
03703032	MATTHEW A & TERRY V BRIGHT	3706 WOODSIDE AVENUE
03702033	MEADOWS PRICE INVESTMENT CORP	1523 FAIRWAY PLACE
03702053	OAKLINK LLC C/O OAKWOOD FOREVER LLC	205 PRESERVE DRIVE
03702051	OAKLINK LLC C/O OAKWOOD FOREVER LLC	102 TROLLEY COURT
03702050	OAKLINK LLC C/O OAKWOOD FOREVER LLC	104 TROLLEY COURT
03702049	OAKLINK LLC C/O OAKWOOD FOREVER LLC	106 TROLLEY COURT
03702042	OAKLINK LLC C/O OAKWOOD FOREVER LLC	207 PRESERVE DRIVE
03702052	OAKLINK LLC C/O OAKWOOD FOREVER LLC	100 TROLLEY COURT
03702055	OAKLINK LLC C/O OAKWOOD FOREVER LLC	201 PRESERVE DRIVE
03702001	OAKWOOD FOREVER LLC	3409 RIVERMONT AVENUE
03803022	PAMELA M A NEISCH	3618 SUNSET DRIVE
03702030	PAULA K JONES	1535 FAIRWAY PLACE
03705024	PETER J & BARBARA R SUNDHEIM	1414 ROBIN HOOD PLACE

03705023 PETER J & BARBARA R SUNDHEIM
03703009 RALPH R GAEBE JR
03703001 RICHARD C & SUSAN N MORRIS
03702034 RICHARD D MARKHAM
03703024 ROBERT T & BILLIE R YOUNGER
03705025 ROLAND L JR & ASHLEY A FITCH
03702036 RONALD J FISHER
03705018 WILLIAM A COBB
03705019 WILLIAM A II & LYNN H STUART

1410 ROBIN HOOD PLACE
3720 WOODSIDE AVENUE
1980 LINK ROAD
1519 FAIRWAY PLACE
1984 LINK ROAD
1418 ROBIN HOOD PLACE
1511 FAIRWAY PLACE
1419 ROBIN HOOD PLACE
1415 ROBIN HOOD PLACE



LAND USE MAP **THE PRESERVE AT OAKWOOD** **PHASE II, III & IV** **207 PRESERVE DRIVE** **REZONING FROM R-2 TO R-3C**

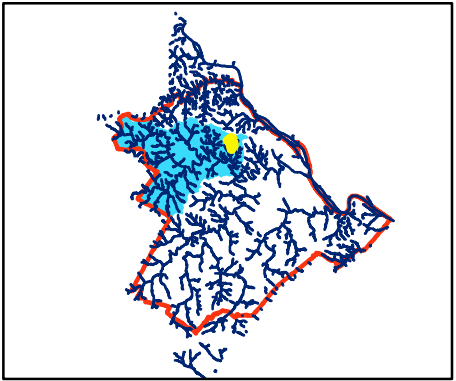
-  Local Historic District
-  Traditional Residential
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Neighborhood Commercial
-  Community Commercial
-  Regional Commercial
-  Employment 1
-  Employment 2
-  Office
-  Institution
-  Downtown
-  Public Use
-  Public Parks
-  Resource Conservation
-  Residential Mixed Use
-  General Mixed Use
-  Employment Mixed Use



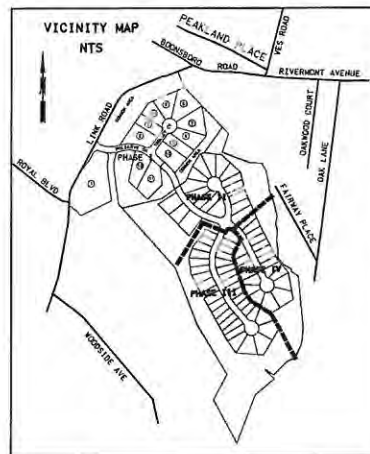
**THE PRESERVE AT OAKWOOD
PHASE II, III & IV
REZONING FROM R-2 TO R-3C
207 PRESERVE DRIVE**

Watershed Location Map

-  Project Site
-  Ivy Creek
-  Corporate Limit



LINE	BEARINGS	DISTANCES
L1	S22°19'48"W	10.97'
L2	S31°21'22"E	57.20'
L3	S11°38'17"E	95.33'
L4	S06°12'24"E	71.00'
L5	S21°13'21"E	95.52'
L6	S14°35'37"E	122.72'
L7	S10°18'44"W	66.11'
L8	S13°33'51"E	56.79'
L9	S04°51'12"W	76.22'
L10	S06°44'45"E	82.25'
L11	S01°44'20"E	65.68'
L12	S42°21'35"E	79.59'
L13	S61°20'33"E	66.22'
L14	S05°59'13"W	15.56'
L15	S54°15'48"E	44.02'
L16	S55°04'59"E	9.87'
L17	S25°23'48"E	11.40'
L18	S66°15'06"W	69.10'
L19	N58°37'35"W	86.85'
L20	S44°23'13"E	108.83'
L21	N31°17'18"W	41.02'
L22	N68°52'45"E	41.67'



ADJOINING OWNERS	
A - JANE T. SIGLER D.B. 358, PG. 446 PIN: 03702038 ZONED: R-2 USE: RESIDENTIAL	I - PAULA K. JONES D.B. 852, PG. 809 PIN: 03702030 ZONED: R-2 USE: RESIDENTIAL
B - DAVID W. & ROBIN D. LIPSCOMB D.B. 884, PG. 174 PIN: 03702037 ZONED: R-2 USE: RESIDENTIAL	J - GEORGE C. WALKER, JR. & WILLIAM M. WALKER D.B. 693, PG. 259 PIN: 03804040 ZONED: R-1 USE: VACANT
C - RONALD J. FISHER D.B. 1134, PG. 308 PIN: 03702036 ZONED: R-2 USE: RESIDENTIAL	K - CYNTHIA R. LAURELL, et al WILL #090000217 PIN: 03804039 ZONED: R-1 USE: RESIDENTIAL
D - DEREK C. & LAUREN C. BENNION INSTR #100002784 PIN: 03702035 ZONED: R-2 USE: RESIDENTIAL	L - MARY T. MCCARTHY INSTR #010005446 PIN: 03804035 ZONED: R-1 USE: RESIDENTIAL
E - RICHARD D. MARKHAM D.B. 1001, PG. 273 PIN: 03702034 ZONED: R-2 USE: RESIDENTIAL	M - DAVID R. & HEIDE J. CANNON D.B. 602, PG. 54 PIN: 03804034 ZONED: R-1 USE: RESIDENTIAL
F - MEADOWS PRICE INVESTMENT GROUP D.B. 902, PG. 216 PIN: 03702033 ZONED: R-2 USE: RESIDENTIAL	N - PETER J. & BARBARA R. SUNGHEIM D.B. 746, PG. 393 PIN: 03705023 ZONED: R-1 USE: VACANT
G - JOHN W. & KATHIE H. GILLETTE INSTR #060002702 PIN: 03702032 ZONED: R-2 USE: RESIDENTIAL	O - GEORGE C. WALKER, JR. & WILLIAM M. WALKER W.B. 55, PG. 32 PIN: 03705022 ZONED: R-1 USE: VACANT
H - MARY B. WRAHEK D.B. 396, PG. 206 PIN: 03702031 ZONED: R-2 USE: RESIDENTIAL	P - GEORGE C. WALKER, JR. & WILLIAM M. WALKER W.B. 55, PG. 32 PIN: 03705021 ZONED: R-1 USE: VACANT
	Q - MATTHEW A. & TERRY V. BRIGHT D.B. 1141, PG. 816 PIN: 03703032 ZONED: R-1 USE: VACANT

LOTS = 17.6 AC.
COMMON AREA = 17.9 AC.

MINIMAL LOT REQUIREMENTS	
LOT AREA:	DETACHED - 8000 SQ. FT. SEMI-DETACHED - 4000 SQ. FT.
SETBACKS:	FRONT - 30' SIDE - 8' REAR - 30'

SUBJECT PROPERTY
#207 PRESERVE DRIVE
PIN: 03702042
CURRENT ZONING: R-2
CURRENT USE: VACANT
PROPOSED ZONING: R-3 CONDITIONAL
PROPOSED USE: RESIDENTIAL

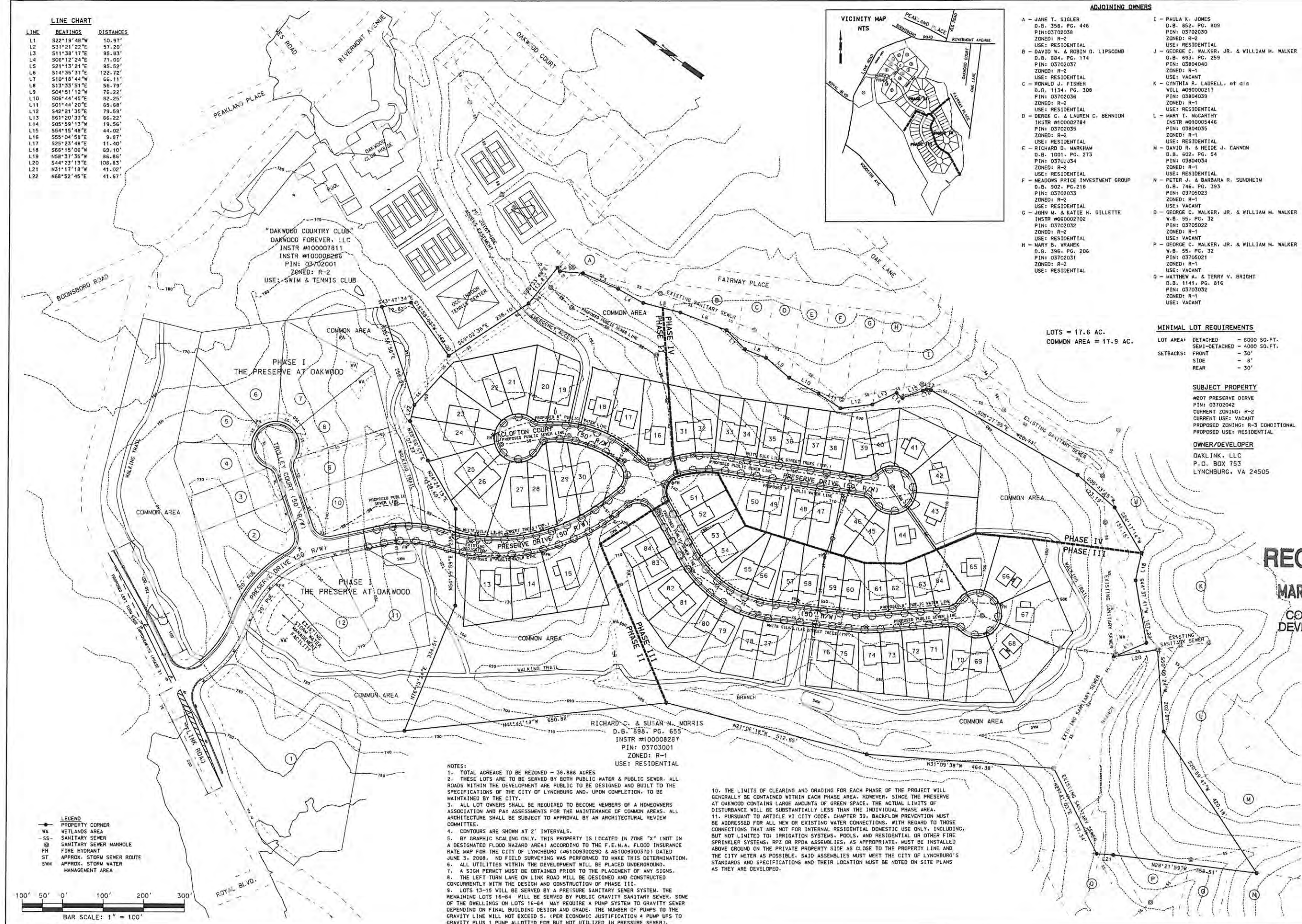
OWNER/DEVELOPER
OAKLINK, LLC
P.O. BOX 753
LYNCHBURG, VA 24505

BERKLEY HOWELL & ASSOC., P.C.
ENGINEERS • SURVEYORS • PLANNERS
306 ENTERPRISE DRIVE, SUITE C
FOREST, VIRGINIA 24551
PHONE: (434)385-7548 FAX: (434)385-6178

REZONING SCHEMATIC SITE PLAN
PHASES II, III & IV
THE PRESERVE AT OAKWOOD
CITY OF LYNCHBURG, VIRGINIA

RECEIVED
MAR 01 2012
COMMUNITY DEVELOPMENT

DATE: 1-11-12
DRAWN:
CHECKED:
REVISIONS
NO. DATE
1 2-23-12
1 THE COMMENTS
SCALES
HORIZ: AS SHOWN
VERT: AS SHOWN
COMM. NO.
080161
SHEET NO.
1 OF 1



NOTES:
1. TOTAL ACREAGE TO BE REZONED - 38.888 ACRES.
2. THESE LOTS ARE TO BE SERVED BY BOTH PUBLIC WATER & PUBLIC SEWER. ALL ROADS WITHIN THE DEVELOPMENT ARE PUBLIC TO BE DESIGNED AND BUILT TO THE SPECIFICATIONS OF THE CITY OF LYNCHBURG AND, UPON COMPLETION, TO BE MAINTAINED BY THE CITY.
3. ALL LOT OWNERS SHALL BE REQUIRED TO BECOME MEMBERS OF A HOMEOWNERS ASSOCIATION AND PAY ASSESSMENTS FOR THE MAINTENANCE OF COMMON AREAS. ALL ARCHITECTURE SHALL BE SUBJECT TO APPROVAL BY AN ARCHITECTURAL REVIEW COMMITTEE.
4. CONTOURS ARE SHOWN AT 2' INTERVALS.
5. BY GRAPHIC SCALING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" (NOT IN A DESIGNATED FLOOD HAZARD AREA) ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE CITY OF LYNCHBURG (#51009300290 & #51009300370) DATED JUNE 3, 2008. NO FIELD SURVEYING WAS PERFORMED TO MAKE THIS DETERMINATION.
6. ALL UTILITIES WITHIN THE DEVELOPMENT WILL BE PLACED UNDERGROUND.
7. A SIGN PERMIT MUST BE OBTAINED PRIOR TO THE PLACEMENT OF ANY SIGNS.
8. THE LEFT TURN LANE ON LINK ROAD WILL BE DESIGNED AND CONSTRUCTED CONCURRENTLY WITH THE DESIGN AND CONSTRUCTION OF PHASE III.
9. LOTS 13-15 WILL BE SERVED BY A PRESSURE SANITARY SEWER SYSTEM. THE REMAINING LOTS 16-84 WILL BE SERVED BY PUBLIC GRAVITY SANITARY SEWER. SOME OF THE DWELLINGS ON LOTS 16-84 MAY REQUIRE A PUMP SYSTEM TO GRAVITY SEWER DEPENDING ON FINAL BUILDING DESIGN AND GRADE. THE NUMBER OF PUMPS TO THE GRAVITY LINE WILL NOT EXCEED 5. (PER ECONOMIC JUSTIFICATION 4 PUMP UPS TO GRAVITY PLUS 1 PUMP ALLOTTED FOR BUT NOT UTILIZED IN PRESSURE SEWER).
10. THE LIMITS OF CLEARING AND GRADING FOR EACH PHASE OF THE PROJECT WILL GENERALLY BE CONTAINED WITHIN EACH PHASE AREA. HOWEVER, SINCE THE PRESERVE AT OAKWOOD CONTAINS LARGE AMOUNTS OF GREEN SPACE, THE ACTUAL LIMITS OF DISTURBANCE WILL BE SUBSTANTIALLY LESS THAN THE INDIVIDUAL PHASE AREA.
11. PURSUANT TO ARTICLE VI CITY CODE, CHAPTER 39, BACKFLOW PREVENTION MUST BE ADDRESSED FOR ALL NEW OR EXISTING WATER CONNECTIONS. WITH REGARD TO THOSE CONNECTIONS THAT ARE NOT FOR INTERNAL RESIDENTIAL DOMESTIC USE ONLY, INCLUDING, BUT NOT LIMITED TO: IRRIGATION SYSTEMS, POOLS, AND RESIDENTIAL OR OTHER FIRE SPRINKLER SYSTEMS, RPZ OR RPDA ASSEMBLIES, AS APPROPRIATE, MUST BE INSTALLED ABOVE GROUND ON THE PRIVATE PROPERTY SIDE AS CLOSE TO THE PROPERTY LINE AND THE CITY METER AS POSSIBLE. SAID ASSEMBLIES MUST MEET THE CITY OF LYNCHBURG'S STANDARDS AND SPECIFICATIONS AND THEIR LOCATION MUST BE NOTED ON SITE PLANS AS THEY ARE DEVELOPED.

The Preserve
at Oakwood

Home Concept Designs • Lots 1-12



Cottage Concept Designs • Lots 13-19



Villa Concept Designs • Lots 21-30



CUSTOM STRUCTURES
INC.



Project Narrative

The Preserve at Oakwood Timeline/Vision

Since 2008 Hopkins Brothers Realty has been working toward developing the abandoned golf course at Oakwood CC into the premier residential neighborhood in Lynchburg. Our vision was one that preserved the feel and green space of the old course along Link Rd. and Rivermont Ave. while providing a variety of building and living options that would attract all ages. We wanted to draw upon the varied Craft/Cottage/early 1900s architecture of Rivermont to create a neighborhood that over time will fit seamlessly with its historic surroundings. Just as many folks “walk the Avenue”, the Preserve will be pedestrian friendly with lighted sidewalks, natural walking paths throughout the green space and easy access to Oakwood CC.

In 2010 Hopkins Brothers put together a group that purchased the former Oakwood CC property at a bankruptcy auction. In the months following the auction, the Club was turned over to three owners with long term ties to Oakwood and the surrounding area. Since the beginning of 2011 many improvements have been made to the Club and close to 100 new members have been added. Oakwood CC is a wonderful amenity to the Preserve while the Preserve will provide a stable source of new members and business for the Club.

The two principals of Hopkins Brothers, Dick Schoew and Bryant Hare, were both born in Lynchburg and have well over 100 years of combined family history at Oakwood. As a result, over the past 16 months every opportunity has been presented to Club members, the neighborhood and any interested party to meet with the developers, study the layout, walk the property and share opinions. Beginning with our initial open house in October 2010, we have had signage with the project website visible to the public and have had three extensive newspaper articles outlining the development plans, two clips on WSET, and a thorough article in the December 2011 issue of Lynchburg Business.

On October 22-23, 2011 we held an open house showcasing Phase 1 and kicking off Phase 2 in which a large tent was visible from Link Road along with signage and balloons. This event was advertised for a number of days prior. We had a steady stream of visitors with only positive input.

On February 8, 2012 we invited (through signage and newspaper advertising) the public and all interested parties to a dessert at Oakwood to receive input on the zoning request, architecture, floor plans and layout of Phase 2. We had a turnout of 50-60 and received no negative feedback or opinions.

February 29, 2012



March 14, 2012

[illegible]

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **April 10, 2012**

AGENDA ITEM NO.: **4**

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

ACTION: **X**

INFORMATION:

(Confidential)

ITEM TITLE: **Public Hearing: Sale of City/Airport Property to Banker Steel, Inc.**

RECOMMENDATION:

After a public hearing authorize the City Manager to execute documents to sell an approximately 7-acre parcel of City-owned airport property to Banker Steel, Inc.

SUMMARY:

The parcel in question is a portion of the original purchase of land to establish a municipal airport which eventually became the present Lynchburg Regional Airport. It has been leased to Banker Steel, Inc. for \$7,000 per year since July 2007. Recently, Banker Steel approached the airport about purchasing the parcel to facilitate an expansion of their adjacent facility. Following appraisals procured by each party, the proposed sale price of \$138,250 was negotiated between the parties based on the average of the two appraisals. Transaction closing costs are to be split evenly by the parties. The Airport will bear the cost of obtaining Federal Aviation Administration (FAA) approval for release of the property.

There is a statutory requirement for a public hearing prior to selling City-owned property.

PRIOR ACTION(S):

October 10, 2006 Council approval of lease of subject property to Banker Steel

FISCAL IMPACT:

Sale of property will result in loss of \$7,000 in annual rental income. Net proceeds of the sale are required to be retained by the airport for future use.

CONTACT(S):

Mark F. Courtney, Airport Director 455-6089

ATTACHMENT(S):

- 1) Resolution
- 2) Hurt & Proffitt survey Plat dated 2/15/12
- 3) Diagram of property location

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the Lynchburg City Council approves the sale of a certain parcel of City-owned airport property, of approximately 7-acres, to Banker Steel, Inc. for the sale price of \$138,250 (less transaction closing costs) which will be retained by the Airport for future use; and,

BE IT FURTHER RESOLVED that the City Manager is authorized to execute documents relating to the sale and transfer of the subject parcel.

Introduced:

Adopted:

Certified:

Clerk of Council

046L

- NOTES.**
1. THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY DONE AS PER DATA OF THIS PLAT AND THERE ARE NO VISIBLE EMBLEMEN OR ENCROACHMENTS EXCEPT AS SHOWN.
 2. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT, THEREFORE, NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
 3. THE AREA SHOWN HEREON IS LOCATED IN FLOOD ZONE "X" AND IS NOT LOCATED WITHIN FLOOD HAZARD ZONE "A" FOR A 100 YEAR FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN ON COMMUNITY-PAID MAP #91031010SD DATED AUGUST 28, 2008.
 4. THIS PLAT HAS BEEN PREPARED AT THE REQUEST OF DELTA AIRPORT CONSULTANTS, INC.
 5. INTERIOR ANGLES AND DISTANCES FROM POINT "A" TO POINT "B" TAKEN FROM SUBJECT PLAT OF REFERENCE: BEARING-BASE ROTATED TO VIRGINIA STATE PLANE GRID.

THE PLATING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

WITNESSES THE FOLLOWING SIGNATURES:

OWNER/REPRESENTATIVE _____ DATE _____
COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA _____
COUNTY/CITY OF _____
AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE OWNERS/REPRESENTATIVES WHOSE NAMES ARE SIGNED HEREON HAVE ACKNOWLEDGED THE SAME BEFORE ME IN THE PRESENCE OF _____
NO _____ MY COMMISSION EXPIRES _____

THE PLATING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

OWNER/REPRESENTATIVE _____ DATE _____
COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA _____
COUNTY/CITY OF _____
AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE OWNERS/REPRESENTATIVES WHOSE NAMES ARE SIGNED HEREON HAVE ACKNOWLEDGED THE SAME BEFORE ME THIS _____ DAY OF _____ 20____ MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

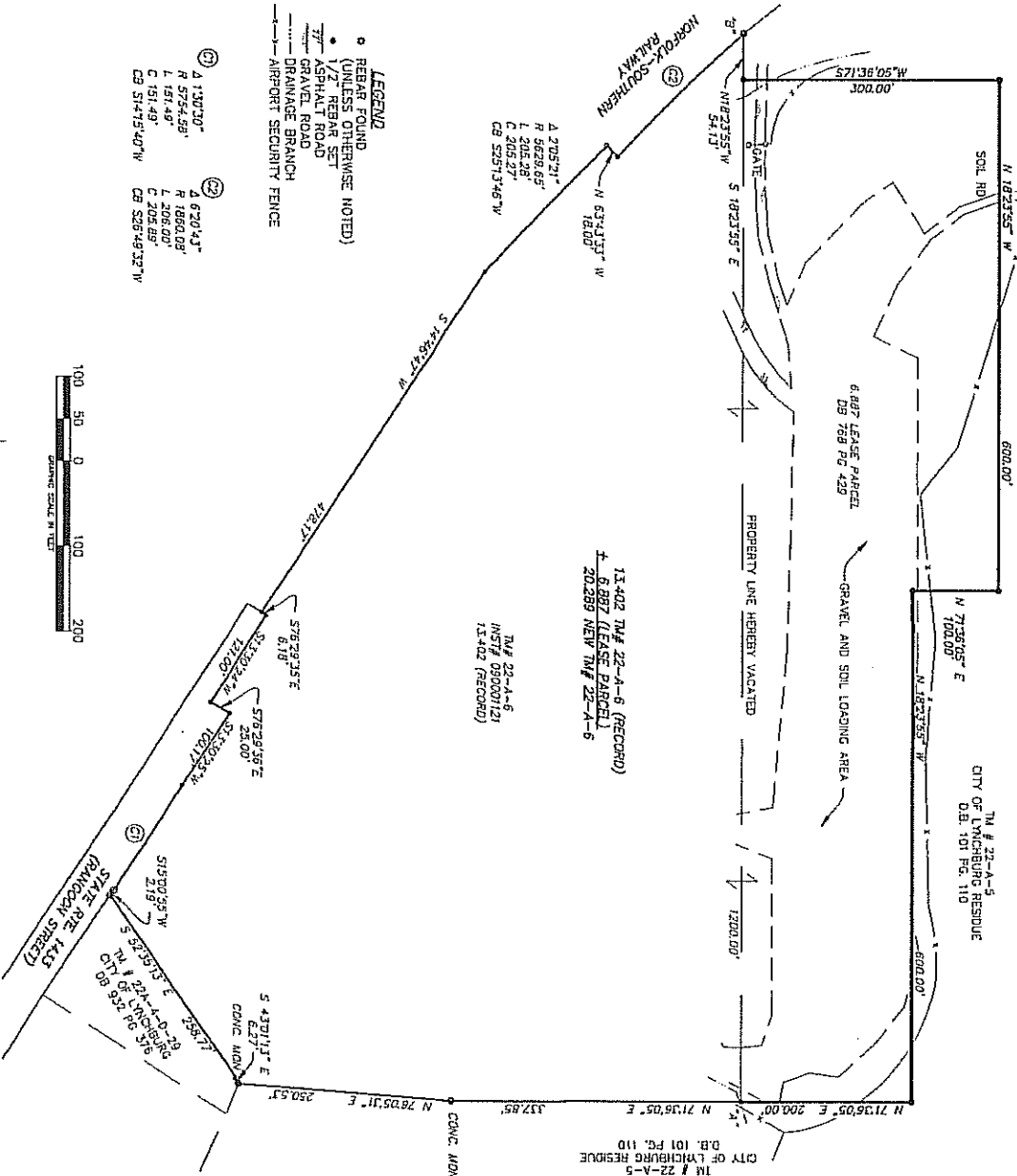
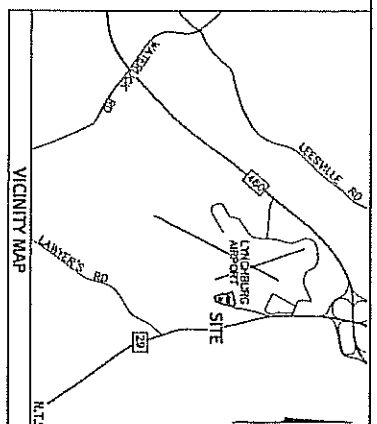
SUBDIVISION APPROVED: _____

AGENT FOR THE BOARD OF SUPERVISORS _____ DATE _____

SOURCE OF TITLE.
THE AREA SHOWN WAS ACQUIRED BY BANKER STEEL CO. LLC FROM THE INDUSTRIAL DEVELOPMENT AUTHORITY OF CAMPBELL COUNTY, VIRGINIA, BY DEED DATED FEB. 23, 2009, AS RECORDED AT INSTRUMENT NO. 090001121 OF THE CIRCUIT COURT CLERK'S OFFICE OF CAMPBELL COUNTY.

SUBJECT PLAT OF REFERENCE.
ALTA/ACSM LAND TITLE PLAT BY J.A. MICHAEL NICHOLS DATED 9/16/04, REVISED 8/07/06, AND RECORDED IN PLAT CABINET B, SLIDE 394, PAGES 2841 AND 2842.

1/4 STATE PLANE GRID 2007M ZONE 18QD

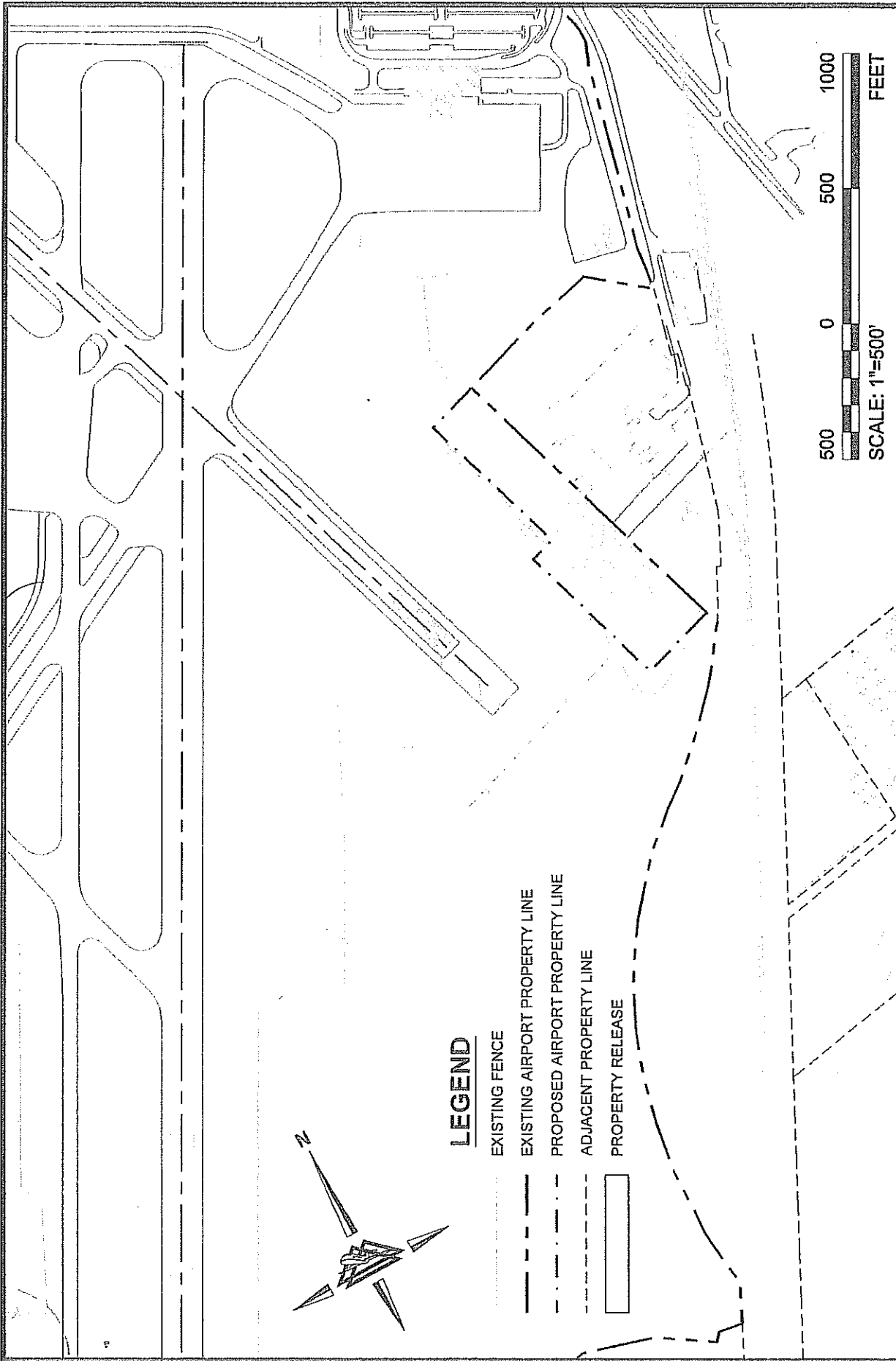


PLAT SHOWING **DIVISION OF THE PROPERTY OF** **LYNCHBURG MUNICIPAL AIRPORT** **CAMPBELL COUNTY, VIRGINIA**

HURTT & PROFFITT
INCORPORATED
2514 LINGHORN ROAD
LYNCHBURG, VA 24502
800.242.4906 TOLL FREE
434.847.7736 FAX
434.847.0047 FAX

PROJECT NO. 20120004
CL. NO. 164-01-CL3
FILE NO. 55-1349
DATE 7/25/12
DRAWN BY: JPS
CHECKED BY: JAB

HURTT & PROFFITT
SHEET NO. 1 OF 1



LEGEND

- EXISTING FENCE
- EXISTING AIRPORT PROPERTY LINE
- PROPOSED AIRPORT PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPERTY RELEASE



www.dallasfort.com

**BANKER STEEL PROPERTY RELEASE
LYNCHBURG REGIONAL AIRPORT**

**EXHIBIT
1**

MARCH 2012

DATE:

1" = 500'

SCALE:

CAC

CHECKED BY:

DWS

DRAWN BY:

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **April 10, 2012**

AGENDA ITEM NO.: **5**

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Proposed Lease of City Property in the Monument Terrace Building at 901 Church St.**

RECOMMENDATION: After a public hearing, approve the attached resolution to lease approximately 1500 square feet located on the first floor of the Monument Terrace Building to Lynch's Landing.

SUMMARY: In support of cost savings measures at Lynch's Landing it is proposed that the organization be provided space on the first floor of the Monument Terrace Building. Lynch's Landing would make a capital contribution to the renovation of the space and would pay no rent. Having a staff presence on the first floor of the building will enhance security and allow the building to serve a productive purpose.

PRIOR ACTION(S): The utilization of space on the first floor of the Monument Terrace Building was discussed on several occasions with the Physical Development Committee.

FISCAL IMPACT: Lynch's Landing will have savings as a result of the elimination of lease payments that will partially offset the loss of parking program revenues.

CONTACT(S): Kimball Payne, 455-3990

ATTACHMENT(S): Resolution; Proposed Lease

REVIEWED BY: lkp

RESOLUTION

BE IT RESOLVED THAT the Lynchburg City council hereby approves a lease agreement between the City of Lynchburg and the Lynch's Landing Foundation for the lease of approximately 1500 square feet on the first floor of the Monument Terrace Building located at 901 Church Street. The property will be used for offices and meeting space for the organization.

BE IT FURTHER RESOLVED THAT the City Manager is authorized to execute the lease agreement on behalf of the City.

Adopted:

Certified:

Clerk of Council

050L

THIS LEASE AGREEMENT, made and dated this ____ day of _____, 2012
by and between the CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of
Virginia, party of the first part, hereinafter referred to as “Lessor”, and Lynch’s Landing,
Foundation, party of the second part, hereinafter referred to as “Lessee”:

W I T N E S S E T H

WHEREAS, the Lessor is the owner of the Monument Terrace building, located at 901
Church Street in the City of Lynchburg; and,

WHEREAS, the Lessee desires to lease office space from Lessor in said premises under
the following terms and conditions;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants
and agreements hereinafter contained, the parties hereto agree as follows;

I. Premises

Lessor does hereby lease to Lessee, for the sole use as an office, approximately 1500 square feet
of space on the first floor of the premises at 901 Church Street, as described in the plans attached
as Exhibit A. Hereinafter, “the Premises.”

II. Term

The lease shall be for an initial term of three (3) years with the Lessor and the Lessee having the
option to renew the lease for two (2) additional terms of three (3) years each. The original three
(3) year term shall commence on the first day of the month in which Lessee is able to begin
using the premises after the improvements provided for in Section 4 (1) of this lease are
completed and ending on the date that is three (3) years after the commencement date. Ninety
days prior to the end of the initial three (3) year term the parties will review the lease provisions,
including any payments.

III. Termination Clause

Either party may terminate this lease without cause at any time by giving the other party ninety (90) days written notice of its intent to terminate. Termination shall be effective at the end of the ninety (90) day notice period.

IV. Party Obligations

The rent for the initial term and for any renewal term shall be as specified below, payable at the times and under the following conditions:

(1) The parties agree the premises will be improved to meet Lessee's planned use, attached as Exhibit A. The Lessor will hire and manage all contractors for the improvements. The parties shall agree in detail, in writing, as to the type and extent of the improvements required prior to the commencement of such improvements.

(2) The parties agree that in lieu of monthly rental payments, Lessee shall be responsible for payment of up to \$25,000.00 for said improvements to the premises during the duration of the lease term and any renewals. Such payment shall be due and payable upon commencement of the initial term. The Lessee shall not be required to expend more than \$25,000.00 to make the agreed upon improvements described in this section.

(3) Lessor will provide HVAC, utility, trash and general maintenance services to the Lessee as part of the overall building operations.

V. General Terms

(1) In the event that the City terminates the lease, after the proper notice, within the first two years of the lease, the City shall reimburse Lynch's Landing for the capital improvements that it funded on a pro rata basis proportional to the number of months that the

lease was in effect. For example, if the City terminated the lease after 14 months it would reimburse Lynch's Landing 10/24 * \$25,000 (or any lesser amount paid for the renovations).

(2) The parties agree that once the above-referenced improvements have been made, any and all future capital improvements shall be paid for by the Lessor.

(3) No additions or alterations will be made to the premises without Lessor's written approval.

(4) Lessee agrees to the following conditions concerning the use of the premises:

(a) Lessee will not sublease the property or assign this lease without the written approval of the Lessor.

(b) The Lessee agrees to use this property in a non-discriminatory manner.

(5) The Lessee shall at its sole cost and expense, maintain the leased premises in a presentable condition and shall be responsible for routine housekeeping. The Lessee shall repair all damages to said premises caused by its agents, employees, guests, and patrons. All repairs must comply with State and Local Building Codes and Ordinances. The Lessee shall keep the premises in good order and repair, as is reasonably required in order to preserve the general appearance and value of the premises.

(6) The Lessor reserves the right to inspect the premises at all reasonable times. The Lessee agrees that there will be no outdoor storage of equipment, materials, or supplies.

(7) Lessee agrees to the following conditions concerning IT and phone support:

(a) Desktop telephone service provided on the City's Voice over IP system for \$88/year/user for local service and voice mail. Any usage charges, including long distance, will be charged to the Lessee on a monthly basis.

The Lessee agrees to make any one-time purchases (equipment -- telephone handsets, etc.).

- (b) A hardwired Internet connection for \$40/year/user, plus any required software cost. Anti-virus software is required at \$22.51 per license.

Wireless (WiFi) Internet service will not be available.

(8) The Lessee agrees to indemnify, hold harmless and defend the Lessor, its employees and officials, from and against any loss, damage and liability (except fire loss and losses commonly insurable by extended coverage endorsement) occasioned by, growing out of or arising or resulting in any manner whatsoever from the Lessee's use and occupancy of the premises. The Lessee further agrees to:

- (a) Insure its furnishings and contents against fire loss and losses commonly insurable by extended coverage to the extent lessee deems necessary.
- (b) The Lessee agrees to secure tenant's liability insurance in an amount of not less than \$1,000,000.00, combined single-limit coverage against general public liability for injuries to or death of persons or damage to property. Such insurance policy shall also name the City of Lynchburg, its employees and officials, as insured parties.
- (c) Additionally, the insurance required of the Lessee herein shall be primary and any insurance or self-insurance maintained by the Lessor are secondary and apply only in excess of and shall not contribute with the insurance obtained by the Lessee. Any deductibles or self-insurance retention applicable to the required coverage shall be paid by the Lessee and the Lessor shall not be required to participate therewith. The Lessee

shall deliver to the Lessor a copy of said insurance policy or certificate showing the same to be in full force and effect before occupying the premises. Such insurance policy or certificate shall contain provisions providing the Lessor shall be given 30 days notice prior to any cancellation or reduction in the required insurance coverage.

Notwithstanding the notice provisions of Section 12 of this lease the failure of the Lessee to maintain such insurance coverage throughout the term of this agreement shall be grounds for the immediate termination hereof. The Lessee's responsibility to the City hereunder is not limited to the amount of such insurance coverage.

(9) Upon the expiration of this Lease Agreement, the Lessee's authority to use the premises and facilities herein granted shall cease, and Lessee shall, upon such expiration, surrender the same to the Lessor, promptly and in good condition, ordinary wear and tear excepted.

(10) All improvements and fixtures made to or placed on the property by Lessee shall remain the property of the Lessor.

(11) If the premises shall be damaged or destroyed by a fire, the elements, a public enemy or other casualty to the extent that the premises becomes untenable, either the Lessor or Lessee may cancel this agreement without further obligation to the other or the parties may reach an agreement concerning repair of the premises, rent abatement, and term extension. The Lessee shall be responsible for repairing or replacing any damages to the premises caused by the acts or omissions of the Lessee, its employees, representatives or agents or any other persons the Lessee permits to be on the property.

(12) The Lessor shall not be liable for any damage to or loss of any of the Lessee's property or any of its agents, employees or students which is brought onto the premises, regardless of how such damage or loss may occur. It is expressly agreed and understood that the Lessee, its agents and employees in placing property in and on the premises, do so at their own risk.

(13) If Lessee shall fail to comply with any of the terms and conditions of the Lease or any notices given hereunder, and failure shall continue for a period of not less than 30 days after notice in writing, or shall become insolvent, or shall make an assignment for the benefit of its creditors, or if any of its property to be attached and attachment not promptly released, or if an execution be issued against it, or, if a petition be filed by or against it to have it adjudicated as bankrupt, or if a trustee or receiver shall be created and appointed to take charge of its assets, then or at any time thereafter, Lessor, may at its option, take and retain possession thereof either with or without process of law.

(14) Notices to Lessee provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to 901 Church Street, Lynchburg, VA 24504 or such other representative as the Lessee may designate to the Lessor shall be sufficient if sent by registered mail, postage prepaid, addressed to the Lynchburg City Manager, City Hall Building, 900 Church Street, Lynchburg, VA 24504, or to such other persons as the Lessor may designate in writing from time to time.

(15) All terms and conditions with respect to this Agreement are expressly contained herein, and both parties agree that no representative or agent of Lessor or of Lessee has made any representation or promise with respect to this Agreement expressly contained herein.

IN TESTIMONY WHEREOF, THE CITY OF LYNCHBURG has caused its name to be hereunto subscribed by L. Kimball Payne, III, its City Manager, and its seal affixed and attested by Valeria Chambers, its Clerk of Council; and Lynch's Landing has caused its name to be hereunto subscribed by _____, its _____ and its seal affixed and attested by _____, its _____, all of the day and year first above written.

CITY OF LYNCHBURG

By: _____
L. Kimball Payne, III
City Manager

ATTEST:

Valeria Chambers
Clerk of Council

Lynch's Landing

By: _____

Its: _____

MONUMENT
TERRACE BLDG.
SPACE USE
SCALE: 1/8" = 1'-0"

CASA
1650 G.S.F.

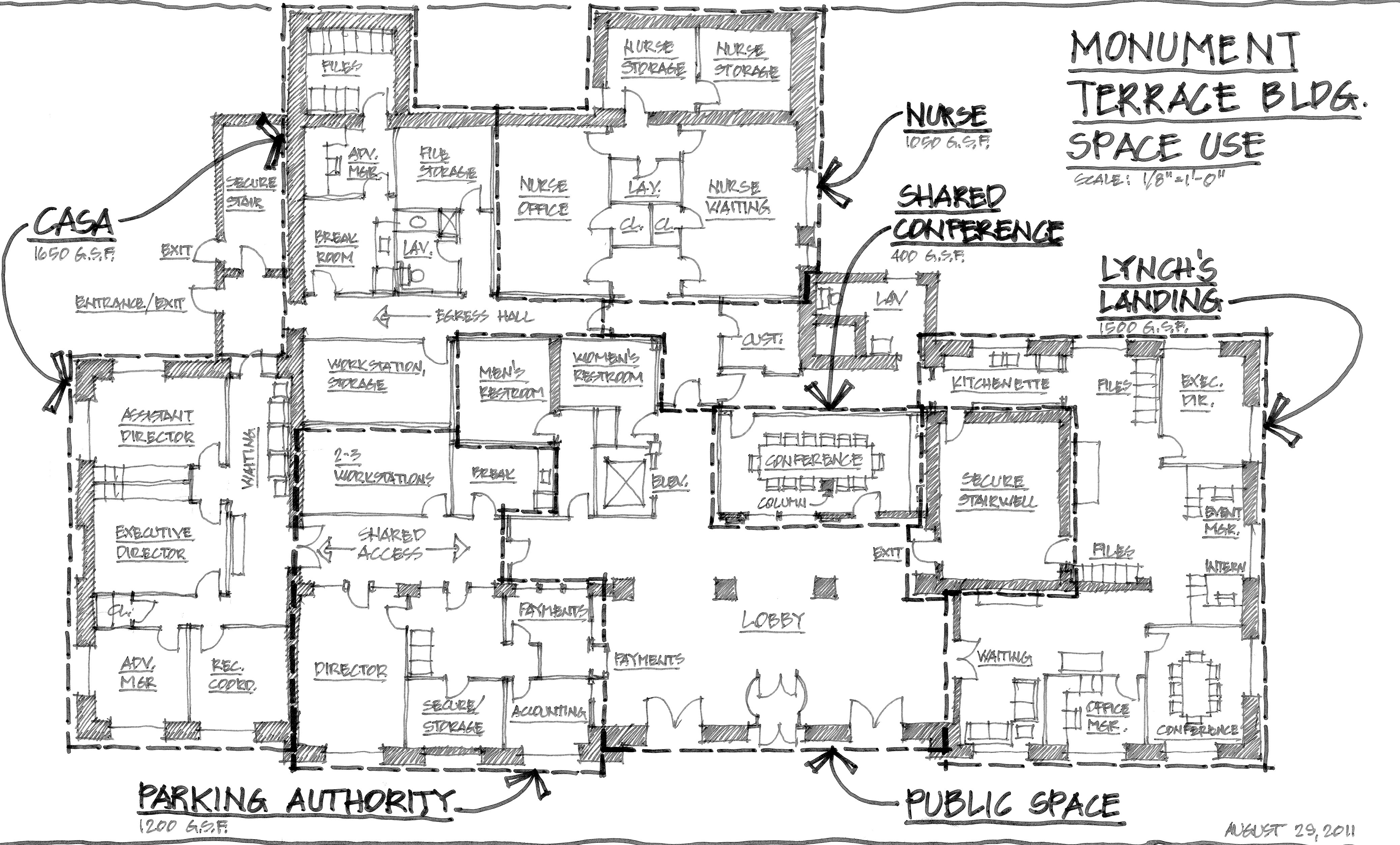
NURSE
1050 G.S.F.

SHARED
CONFERENCE
400 G.S.F.

LYNCH'S
LANDING
1500 G.S.F.

PARKING AUTHORITY
1200 G.S.F.

PUBLIC SPACE



LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **April 10, 2012**

AGENDA ITEM NO.: **6**

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Vacating Right of Way between Lakeside Dr. and Whitehall Road**

RECOMMENDATION: After a public hearing, approve the vacation of Right of Way and create a separate parcel of approximately 4.667 Ac. between Lakeside Drive and Whitehall Road.

SUMMARY:

S. J. Collins Enterprises, of Fairburn Georgia, a retail developer, has entered into a contract with the City of Lynchburg to acquire the portion of land between Lakeside Drive and Whitehall Road, a 4.667 acre piece of right of way from the City to allow for the development of a specialty grocery store.

The right of way was originally acquired by VDOT prior to the 1976 annexation for the construction of a grade separated interchange. In 2006, the City performed a study to evaluate options for the area and adopted a concept for an at-grade improvement instead of the interchange concept. Some of the reasons were available funding and the likelihood of constructing an interchange in the urban environment of the retail establishments in the area. In 2007, the City of Lynchburg joined the Urban Construction Initiative (UCI) of the Commonwealth of Virginia and took control of the VDOT construction program for the City. The City, as part of the UCI, requested to have any right of way or parcels within the City limits owned by VDOT transferred to the City in 2009.

A public hearing is required before this piece of property, currently right of way, can revert back to a parcel that could then be sold.

PRIOR ACTION(S):

March 13, 2012 PDC meeting

FISCAL IMPACT:

The vacation of right of way creates a parcel available for sale. Contract amount is \$1.14 Million

CONTACT(S):

Lee Newland, City Engineer 455-3947

Dave Owen, Public Works Dir. 455-4469

ATTACHMENT(S):

- Ordinance
- Preliminary Subdivision Plat

REVIEWED BY: lkp

ORDINANCE

AN ORDINANCE TO VACATE 4.667 ACRES OF EXCESS RIGHT OF WAY

WHEREAS, the City owns 4.667 acres of unused, excess right of way that is located between Lakeside Drive and Whitehall Road in the City of Lynchburg, Virginia; and

WHEREAS, the Virginia Department of Transportation originally acquired the property in question for the construction of a grade separated interchange and the property consists of the remnants of various parcels of property that were not used by the Virginia Department of Transportation and which the Virginia Department of Transportation subsequently conveyed to the City; and

WHEREAS, the City is not currently using the 4.667 acres of excess right of way and has no plans to use such right of way in the future; the City's continued ownership of the 4.667 acres of excess right of way is no longer necessary or required for the best interests of the City; and, the City finds that no public inconvenience will result from vacating the 4.667 acres of excess right of way;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lynchburg, on its own motion, and in accordance with the provisions of Section 15.2-2006 of the Code of Virginia, 1950, as amended, and Sections 35-71 through 36-77 of the City Code, 1981, as amended, that the following described right of way be, and the same hereby is, discontinued and vacated, namely:

Commencing at the intersection of the easterly right of way of Old Forest Road and the southerly right of way of Whitehall road, thence in a southeasterly direction approximately 227 feet to the true point of beginning, said point being a 1/2 inch rebar set approximately 25 feet south of the centerline of Whitehall Road and in the existing right of way line for the proposed Route 291 Ramp I; thence along a new line south 71 degrees 08 minutes 22 seconds east 483.21 feet to a 1/2 inch rebar set; thence continuing along a new line south 07 degrees 44 minutes 41 seconds east 166.65 feet to a 1/2 inch rebar set; thence continuing along a new line south 30 degrees 40 minutes 32 seconds west 46.62 feet to a 1/2 inch rebar set; thence continuing along a new line south 75 degrees 40 minutes 32 seconds west 675.00 feet to a 1/2 inch rebar set; thence continuing along a new line north 59 degrees 52 seconds 13 minutes west 48.73 feet to a 1/2 inch rebar set at the existing right of way line for Lakeside Drive; thence along said existing right of way line for Lakeside Drive north 67 degrees 45 minutes 03 seconds east 106.03 feet to a 1/2 inch rebar set on the existing right of way of the proposed Route 291 Ramp I; thence continuing along said existing right of way line of the proposed Route 291 Ramp I the following courses, north 11 degrees 56 minutes 57 seconds east 117.47 feet to a Virginia Department of Highways concrete monument found, said monument having a broken top, north 17 degrees 12 minutes 40 seconds east 303.90 feet to a Virginia Department of Highways concrete monument found, north 25 degrees 24 minutes 55 seconds east 64.89 feet to the true point of beginning and containing approximately 4.667 acres.

Provided, however, that any easement to locate, relocate, repair, replace, maintain and perpetually operate all utilities currently located therein or needed by the City in the future is hereby reserved unto the City of Lynchburg.

BE IT FURTHER ORDAINED that the City of Lynchburg relinquishes any interest it may have acquired in the vacated right of way to S. J. Collins Enterprises, that the Clerk of Council is hereby authorized and directed to deliver a duly certified copy of this ordinance to the Clerk of the Circuit Court for the City of Lynchburg so that said certified copy of this ordinance may be recorded as deeds are recorded and indexed in the name of the City of Lynchburg, and the City Manager is hereby authorized to sign any documents that may be needed to complete the vacation of the right of way.

Adopted:

Certified:

Clerk of Council

049L

1	VCH MON END	VERMONT DEPARTMENT OF HIGHWAYS CONCRETE MAINTENANCE FUND
PRG	2-78 REPAIR SET	EDGE OF PAVEMENT
<u>WBS</u>		

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **April 10, 2012**

AGENDA ITEM NO.: **7**

CONSENT:

REGULAR: **X**

WORKSESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **2012 Edward Byrne Memorial Justice Assistance Grant (JAG)**

RECOMMENDATION: Approve the submittal of an application for the 2012 Edward Byrne Memorial Justice Assistance Grant in the amount of \$43,266, fully reimbursable, to purchase Taser Electronic Control Devices and holsters, laptop computers and docking stations, and audio/video recording equipment.

SUMMARY: The City of Lynchburg is eligible to receive \$43,266 in Edward Byrne Memorial Justice Assistance Grant (JAG) funding. Funding will be utilized to purchase Taser Electronic Control Devices and holsters for the Police Department and Sheriff's Office (\$18,874), laptop computers and docking stations for the Office of the Commonwealth's Attorney (\$4,392), and audio/video recording equipment for the Police Department (\$20,000). Total equipment cost is \$43,266, which is fully reimbursable by the grant. No local matching funds are required.

The grant requirements stipulate that the governing body must approve the application.

PRIOR ACTION(S): None

FISCAL IMPACT: None, no local match is required.

CONTACT(S): Captain R.M. Zuidema, 455-6052

ATTACHMENT(S): Resolution

REVIEWED BY: lkp

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED THAT The Lynchburg City Council hereby authorizes the submission of an application for a 2012 Edward Byrne Memorial Justice Assistance Grant in the amount of \$43,266.

Adopted:

Certified:

Clerk of Council

047L

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **April 10, 2012**

AGENDA ITEM NO.: **8**

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Greater Lynchburg Transit Company Structural Deficit**

RECOMMENDATION: Adopt the attached resolution amending the FY 2012 General Fund Budget in an amount of \$506,496, with resources from the unassigned General Fund Balance, to satisfy the Accounts Payable related to Greater Lynchburg Transit Company (GLTC) operations and to preclude the renewal of a line of credit to fund GLTC operations.

SUMMARY: The FY 2011 audit identified "Accounts Payable" to GLTC in the amount of \$506,496 that represent the cumulative operating deficit that developed over several years. This cumulative deficit was created through the use of a line of credit that was originally meant to cover short term cash flow needs related to the timing of the receipt of federal and state funds in support of GLTC operations. The line of credit provides for a maximum coverage of \$500,000 and has been renewed annually for several years. Due to various factors, including a reduction in state funding, increased costs, and a reluctance to reduce services, the cumulative deficit was created. This resulted in a structural imbalance in the GLTC budget of approximately \$500,000.

GLTC has used the line of credit to cover the deficit. In the last months of FY 2011 the line of credit was utilized to fund operations. At the beginning of FY 2012 the line of credit was paid off utilizing funds appropriated for FY 2012. Inevitably, the same situation repeats for the last months of FY 2012 and GLTC will need additional funds to finish the fiscal year. This occurs even though the GLTC Board of Directors has taken steps to balance the FY 2012 budget through service reductions and it will continue each year until the structural deficit is resolved.

GLTC had planned to renew the line of credit on its renewal date, May 1st. This year, however, the bank has added an additional condition, that there be a moral obligation pledge by the City of Lynchburg as additional security. At its meeting of April 4th, the GLTC Board asked for the City's assistance.

City staff does not recommend providing a moral obligation pledge by the City as security for the GLTC line of credit. Furthermore, City staff does not recommend utilizing a line of credit to cover short term cash flow issues related to the timing of the receipt of federal and state funds for GLTC operations. The City should be able to cover short term cash flow issues with existing cash balances and thereby avoid paying interest costs related to a line of credit.

Two actions are recommended:

- 1) That the structural deficit (Accounts Payable) be eliminated by transferring \$506,496 from the unassigned General Fund Balance to GLTC, and
- 2) That a process be developed for FY 2013 and future fiscal years to cover short term cash flow issues within the context of an approved and balanced budget.

Council has several options in this matter:

- Act as recommended to eliminate the structural deficit
- Provide the moral obligation pledge required by the bank for the renewal of the letter of credit and defer action on eliminating the structural deficit
- Take no action, which will result in a massive reduction in GLTC services, and the possible cessation of all City transit service, for the remainder of the fiscal year.

PRIOR ACTION(S): None. This matter was discussed with Council on September 27, 2011 with action on the structural deficit in the GLTC budget deferred.

FISCAL IMPACT: \$506,496 from the unassigned General Fund Balance will potentially reduce the capability to fund pay-as-you-go capital projects in the future; however, it addresses an issue raised by the auditors in the FY 2011 Comprehensive Annual Financial Report (CAFR).

CONTACT(S): Kimball Payne, 455-3990

ATTACHMENT(S): Resolution; GLTC report on Line of Credit

REVIEWED BY: lkp

RESOLUTION

BE IT RESOLVED THAT the Fiscal Year 2012 General Fund Budget is hereby amended in the amount of \$506,496, and that same amount appropriated, with resources from the unassigned General Fund Balance, to satisfy the Accounts Payable related to the operation of the Greater Lynchburg Transit Company (GLTC) as identified in the FY 2011 CAFR, and

BE IT FURTHER RESOLVED that staff is directed to establish a process to provide for the cash flow needs of the GLTC as may arise from time to time during the fiscal year due to the timing of the receipt of federal and state funding, within the constraints of the annual adopted budget.

Introduced:

Adopted:

Certified:

Clerk of Council

052L



GLTC Board Item Summary

MEETING DATE: 4.4.12

AGENDA ITEM NO.: 9

CONSENT:

REGULAR: x

CLOSED SESSION:
(Confidential)

ACTION: X

INFORMATION: x

ITEM TITLE: Sun Trust Line of Credit

RECOMMENDATION: Approve resolution to renew Line of Credit, and request "Moral Obligation" Resolution from City Council.

SUMMARY: The current commercial line of credit with Sun Trust will expire on May 1, 2012. Mr. Dennis Howard of Sun Trust has advised me that the bank will require a new condition to the agreement, namely a "Moral Obligation" resolution from City Council.

I have forwarded this new requirement to the City Manager.

As I have reported, we are currently in and out of the current line for cash flow purposes, but we anticipate that the line will be fully tapped by the end of the fiscal year.

If the line is not renewed or funds are otherwise made available, GLTC will not be able to sustain current operations on or around the first of May.

If we do not anticipate a successful resolution of the issue, we will need to make draconian service cuts as soon as possible.

CONTACT(S): Michael Carroll

ATTACHMENT(S): Sun Trust Line of Credit Renewal

REVIEWED BY: mjc

Greater Lynchburg Transit Company

Proposed Terms and Conditions

General Structure: Listed below is an outline of the significant terms and conditions of the financing, subject to completion of due diligence and final credit approval.

Borrower: Greater Lynchburg Transit Company (the "Company")

Amount: Up to \$500,000

Facility: Revolving Taxable Line of Credit (the "Line")

Purpose: To provide short term financing for cash shortfalls arising from timing differences between expenditures and the receipt of both operating revenues and federal/state/local assistance payments.

Security:

- First lien deed of trust on the Company's real property located in the City Lynchburg, Virginia;
- Senior Pledge of revenues from the Company's operations and assistance payments from federal, state, and local sources.
- Moral Obligation pledge of the City of Lynchburg, Virginia

Final Maturity: March 1, 2013

Interest Rate:

Variable Rate Pricing

	Current Rate
Taxable Rate: 1 month LIBOR + 2.50%	*2.75%
Upfront Costs	
Renewal Fee	\$500
Accrual basis shall be Actual/360 days	

** This is an indication. Actual rate will be set at closing based on the current 1 month LIBOR index and will be reset monthly.*

Interest Due: Monthly, in arrears.

Amortization: At maturity.

Greater Lynchburg Transit Company
Proposed Terms and Conditions

- Payout Requirement:** The Line will be required to be paid down to \$0 for a period of 30 consecutive days during the term of the Line.
- Closing Date:** To be determined upon acceptance.
- Documentation:**
- Loan Agreement between SunTrust and the Company;
 - Resolution approved by the Company's Board authorizing the transaction;
 - Moral Obligation resolution of the City of Lynchburg City Council;
 - Others as required by Bond Counsel.
- Legal Fees and Transaction Costs:** The Company will pay all fees and expenses of the transaction including but not limited to reasonable fees and expenses of its counsel. In order to reduce the Company's financing costs, SunTrust would not anticipate using outside Bank Counsel.
- Legal Opinions:** Bond Counsel will give the customary opinion as to authorization, validity, permits and other matters requested by the Bank.
- General Covenants:**
- Timely payment of principal and interest as required by the Line;
 - Certification from the Company that no material adverse change in financial condition has occurred since June 30, 2011;
 - The Company will provide annually audited financial statements within 150 days of year end;
 - Others as customary.

Greater Lynchburg Transit Company
Proposed Terms and Conditions

**Acceptance of
Proposal:**

Acceptance of SunTrust's proposal should be directed to
any of the following.

Dennis Howard
(804) 847-2356

Submitted By:

Dennis Howard
Senior Vice President
SunTrust Bank

Disclaimer

This Term sheet is presented to the above-referenced borrower in connection with a credit facility proposed by SunTrust Bank. This Term Sheet describes some of the basic terms proposed to be included in loan documents between the Bank and the borrower. This Term Sheet is for discussion purposes only and is not a commitment, nor does it purport to summarize all of the conditions, covenants, representations, warranties, events of default or other provisions that may be contained in documents required to consummate this financing. The terms are subject to standard credit underwriting and approval and to negotiation and execution of loan documents in form and substance satisfactory to the Bank and its counsel. This Term Sheet is confidential and may not be disclosed to third parties without prior consent of the Bank.

Name of Corporation _____ Date Resolution Adopted _____ Taxpayer I.D. No. _____

I hereby certify to SunTrust Bank, its present and future affiliates and their successors and assigns (collectively the "Bank") that I am the Secretary of the above corporation (the "Corporation") which is duly organized and existing under the laws of the state of _____, that the following is a true copy of resolutions duly adopted by the Board of Directors of the Corporation at a meeting duly held on the date above at which a quorum was present and voting throughout and that such resolutions have not been rescinded or modified:

"RESOLVED, that any _____ (insert **number** of signatures required) of the following (insert the **titles** of authorized officers) _____

and their successors and any agents which they may appoint from time to time, are hereby authorized and empowered (1) to make application, release financial information and borrow from time to time on behalf of the Corporation from the Bank such sums of money as they or any of them may deem requisite for the use of the Corporation and to discount, sell, assign, or otherwise transfer to the Bank any property belonging to the Corporation including, but not limited to, accounts receivable, promissory notes, instruments, leases, trade paper and chattel paper, and to endorse or guarantee the same in the name of the Corporation, all on such terms and conditions as may be agreed upon by any of such officers and the Bank from time to time; (2) to make, execute and deliver agreements and promissory notes or other obligations of the Corporation, including, but not limited to, obligations under letters of credit, credit card agreements, interest rate hedge agreements and other derivative transaction agreements, in form satisfactory to the Bank for any sums so obtained; and (3) to mortgage, assign transfer or pledge as collateral security for any sums so obtained or otherwise any property belonging to the Corporation (whether real or personal, tangible or intangible) including, but not limited to, accounts receivable, promissory notes, instruments, documents of title, chattel paper, contract rights, securities, securities entitlements, insurance policies, inventories and equipment and to make any endorsements or execute any instruments in the name of the Corporation, including, but not limited to, security agreements, deeds of trust, financing statements, assignments, transfers and guarantees which may be necessary or proper to effect such mortgage, assignment, transfer or pledge in form satisfactory to the Bank, and

FURTHER RESOLVED that the obtaining by the Corporation of any sums of money from the Bank heretofore, and any notes or other instruments or agreements previously executed in the name of the Corporation by its authorized officers or employees and any assignment, transfer or pledge of any property belonging to the Corporation as security for such loans, or otherwise, are hereby approved and ratified.

FURTHER RESOLVED that the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission shall have been received by the Bank and receipt of such notice acknowledged by it, and that receipt and acknowledgment of such notice shall not affect any action taken by the Bank prior thereto."

I further certify that there is no provision in the Charter or By-Laws or any Shareholder Agreement of the Corporation, or in any instruments to which the Corporation is a party or by which it may be bound, limiting the power of the Board of Directors to adopt the above resolutions and that such resolutions are in conformity with the provisions of the Charter and By-Laws and any Shareholder Agreement and do not violate the provisions of any such instrument.

IN WITNESS WHEREOF, I have subscribed my name as Secretary of the Corporation and affixed the Corporate Seal on the _____ day of _____, _____.

(Affix Corporation Seal Here)

_____(Seal)
Secretary

(The Certificate below must be signed by an additional officer or the Corporation.)

I, _____, the _____ of the above name Corporation do hereby certify that _____ is the duly elected Secretary and is now acting in this capacity and is authorized to sign this Resolution.

_____(Seal)
Signature

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **April 10, 2012**

AGENDA ITEM NO.: **9**

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Possible Regulation of Roosters in the City**

RECOMMENDATION: Provide staff guidance on the possible regulation of roosters in the City.

SUMMARY: Due to recent complaints that the crowing of roosters is disruptive to a peaceful neighborhood, staff has been asked to address their possible regulation.

The City Attorney will provide a verbal briefing and will outline some of the options for Council to consider. He will review the current regulations regarding the keeping of roosters and will address issues that should be considered if changes are contemplated to those regulations. Issues include the applicability of any restrictions (location, lot size, etc.), grandfathering or a transition period, and enforcement and penalties.

If desired by Council, and with Council's direction on the identified issues, staff could draft a proposed ordinance for further consideration.

PRIOR ACTION(S): None

FISCAL IMPACT: N/A

CONTACT(S): Walter Erwin, 455-3973

ATTACHMENT(S): None

REVIEWED BY: lkp

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