



Land Use and Environmental Planning Committee 2020 Report

The Land Use and Environmental Planning Committee (Committee or LUEPC) was established by the County of Albemarle, the City of Charlottesville, and the University of Virginia as a vehicle to share and coordinate land use and development plans and projects; consider environmental and infrastructure issues facing the community; and, from time to time, advance ideas and solutions that support the mutual advantage of the residents of the County of Albemarle and the City of Charlottesville and the University of Virginia community.

As part of its charge, the Committee is required to submit a report to the three entities. At the end of this first year, the entities were to evaluate the Committee's structure to determine if it had achieved the stated objectives. Given that the Committee's work commenced amidst the COVID-19 pandemic, the Committee respectfully requests that the entities postpone this evaluation until the conclusion of 2021.

The Committee met in February to develop its areas of concentration as defined by the three-party agreement - land use planning; environmental planning; and infrastructure. These early meetings clarified for the members that coordination and communication in planning and implementation would serve the community as a whole and advance the work of each entity but only if the actions, policies, and processes of the Committee were reflective of the ongoing commitment of the three entities to support an equitable and inclusive community. The Committee defines equity as all community members having access to community benefits and opportunities needed to reach their full potential and to experience optimal well-being and quality of life; inclusion means that all peoples shall be respected and valued as members of this community.

The members understand that the County, City and the University face similar environmental planning and project challenges. All three have a goal to reduce their community carbon footprint; increase the community's water quality by reducing stormwater runoff and the total mass of daily nutrient load; find sustainable landfill diversion solutions; and establish community partnerships through effective outreach programs. The Committee, by its nature, creates opportunities to address these shared challenges by coordinating community messaging and institutional practices.

In the area of infrastructure and development, the Committee believes that coordination and cooperative planning may allow the entities to recommend integrated multi-modal transportation support solutions that will permit community members to move with greater ease throughout the region; as well as address the community's aging infrastructure issues.

Though not a specific focus area for the Committee, it recognizes that our community faces housing and transportation challenges that may be supported through the Committee's efforts as would the broader topics of broadband and planning of utility corridors as they relate to development.

After refining these focus areas, the members began work on the Committee’s charter but on March 12, 2020, Governor Northam declared a COVID-19 State of Emergency and the entities’ attention shifted to responding to the pandemic and the emerging needs of our community. Despite this, the Committee was determined to move forward and create a firm foundation for its future work. Consequently, the Committee applied its limited time to developing and adopting a charter which includes the Committee’s charge statement; organization; and communication protocols. The charge statement incorporates the purpose of the dissolution of the Planning & Coordination Council and PACC Tech and its reformation into the LUEPC: expand the membership of the Committee to include the University of Virginia Foundation and the Rivanna Water and Sewer Authority; to extend collaboration beyond land use to include environmental topics; and to allow professional staff to collaborate and develop solutions on a continuous basis.

The membership and organization statement reflect the reality that representation on the Committee may change over time as its work evolves and member organizations are realigned. Decisions for action items and recommendations for “report outs” shall be made by general consensus among the Committee members present at a meeting; if general consensus does not serve to determine a clear direction, there is a fair and equitable alternate voting option. There is a standing subcommittee for planning agendas and reviewing the Committee’s action minutes to ensure accuracy and transparency and the Committee may also establish other standing subcommittees or teams and objective-specific task forces as it deems necessary.

The Committee meets approximately once a month, or as otherwise agreed by the Committee. Though Committee and subcommittee meetings are not open to the public, the date and agenda of meetings, as well as the Action Items that result from a meeting, are published on a [website](#) hosted by the Thomas Jefferson Planning District Commission.

As circumstances allow in the final quarter of 2020, and into 2021, the Committee anticipates a robust engagement on the following matters, either as planning collaborations or project specific discussions:

- landfill diversion, to include construction demolition debris
- night skies
- land use planning updates, along with coordination and collaboration
- community climate action, mitigation and resiliency planning
- capital development program and plans sharing

Moving forward, the Committee will seek to coordinate the entities’ planning and project specific work by building relationships between organizations that foster coordination, cooperation and compromise. Through this work, the Committee will strive to ensure that the actions, policies, and processes of the Committee are reflective of an ongoing commitment by the entities to support an equitable and inclusive community.

Exhibit A
LUEPC Charter

Land Use and Environmental Planning Committee

Charge Statement, Membership, Organization, Communication and Transparency 2020

Introduction

In 1986, the Planning & Coordination Council (PACC) was established as a part of a Three-Party Agreement promoting cooperation in planning and community development between the City of Charlottesville (City), Albemarle County (County), and the University of Virginia (UVA), known collectively as The Entities. See Exhibit A. The PACC was created as an advisory body to foster cooperative planning and provide guidance and recommendations for decisions made by the City, County, and UVA; PACC Tech was a subcommittee of the PACC comprised of staff from the City, County and UVA.

In the fall of 2019, the County, City and UVA dissolved PACC and PACC Tech and reformed the committee as the Land Use and Environmental Planning Committee (LUEPC or Committee). This was done upon the recommendation of the Charlottesville City Manager, the Albemarle County Executive, and the University's Vice President of Operations, and subsequently approved by each entity's governance structures. The purpose of the dissolution and reformation:

- broaden participation to include all elected members of the City Council and Board of Supervisors together with University leadership at biannual public meetings;
- expand membership of the committee to include the University of Virginia Foundation and the Rivanna Water and Sewer Authority;
- extend collaboration beyond land use to include environmental and sustainability topics, as well as other collaborative opportunities which may present themselves over time;
- allow professional staff to collaborate and develop solutions on a continuous basis with regularly scheduled reports to leadership of all three entities; and
- retain visibility into the substance of the work via publicly posted agendas, notes, and materials.

Charge Statement

The Land Use and Environmental Planning Committee is established as a vehicle to share and coordinate land use and development plans and projects; consider environmental and infrastructure issues facing the community; and, from time to time, advance ideas and solutions that support our mutual advantage. The LUEPC may also serve as an advisory committee to the City, County, and UVA. The Committee will meet regularly to discuss timely issues from each entity and share that information with the public and each entity's senior leadership at biannual updates of all three entities.

Through its work, the Committee further seeks to ensure that the actions, policies, and processes of the Committee are reflective of an ongoing commitment by the entities to support an equitable and

inclusive community. The Committee defines equity as all community members having access to community benefits and opportunities needed to reach their full potential and to experience optimal well-being and quality of life; inclusion means that all peoples shall be respected and valued as members of this community.

The Three-Party Agreement dated May 5, 1986, remains in effect as to land use planning between the City, County and UVA.

Membership, Organization, Communication and Transparency

The Committee is comprised of representatives from the City, County, UVA, the UVA Foundation (Foundation), and Rivanna Water & Sewer Authority (RWSA), as well as representatives from the City's and County's planning commissions. See Exhibit B. It can be expected that representation may change over time as the work of the Committee evolves and member organizations are realigned. Voting members may bring staff and advisors, such as subject matter experts, that they deem necessary to address the issues that are currently before the Committee. Proxies may be sent to Committee meetings.

Decisions for action items and recommendations for report outs shall be made by general consensus among the Committee members present at a meeting. If general consensus does not serve to establish a clear direction, the Chair or Vice Chair may call for a vote by quorum. A majority, that is fifty percent plus one, of the voting members of the Committee present at the time shall constitute a quorum. Support staff are not considered voting members of the Committee unless they have been designated as such in writing by the member. Each entity, the City, County and UVA, will have three (3) votes to cast; the Foundation and RWSA will each have one (1) vote to cast.

There will be a standing Planning Team for the Committee. The City, County, UVA, Foundation and RWSA shall provide a designee to this team: Chair and Vice Chair shall be members of the Team and the Team may include representatives from other participating entities. The Planning Team will be responsible for setting agendas and reviewing the Committee's action minutes to ensure accuracy and transparency, prior to public posting. Action Minutes will be published to the website within 10 business days after a meeting, when possible. The Planning Team will meet as often as necessary to fulfill its responsibilities to the Committee.

The Committee may establish other standing subcommittees or teams and objective-specific task forces as it deems necessary.

One of the entities will agree to host the year's meetings; this duty will rotate annually, starting in January. A Chair shall be designated from the host organization; a Vice Chair shall be designated from the next year's host organization. The host organization shall:

- Provide meeting space and the opportunity for virtual participation, for the Committee as well as space for any standing or ad hoc subcommittees or task forces, as appropriate;
- Provide staff for the purpose of scheduling and coordinating meeting logistics for Committee and subcommittee meetings; and
- Coordinate publishing of agendas and meeting notes.

The Committee shall meet approximately once a month, or as otherwise agreed by the Committee, with the date and time of the meetings kept relatively constant. Though Committee and subcommittee meetings are not open to the public, the date and agenda of the meetings will be published.

The Committee shall, not less than twice each year, present reports summarizing the group's work at public meetings with leaders from the City, County, and UVA.

Exhibit B
LUEPC Membership by title (Current Holder of that Title)
As of November 2020

Albemarle County

- Community Development Director (Jodie Filardo)
- Facility and Environmental Services Director (Lance Stewart)
- Representative from the County Planning Commission (Julian Bivins)

City of Charlottesville

- Neighborhood Development Services Director (Alex Ikefuna)
- Director of Public Works (David Brown)
- Director of Public Utilities (Lauren Hildebrand)
- Representative from the City Planning Commission (Hosea Mitchell)

Rivanna Water & Sewer Authority

- Executive Director (Bill Mawyer)

University of Virginia

- Architect for the University (Alice Raucher)
- Director of Facilities Management Operations (Cheryl Gomez)
- Assistant Vice President, Real Estate and Leasing Services (Charlie Hurt)

University of Virginia Foundation

- Director of Design and Development (Fred Missel)
- Director of Real Estate Asset Management (Maryellen Dolan)

Exhibit C
**Three-Party Agreement between the
City of Charlottesville, Albemarle County, and the University of Virginia (1986)**

MEMORANDUM OF UNDERSTANDING: THREE PARTY AGREEMENT

THREE PARTY AGREEMENT

The CITY OF CHARLOTTESVILLE; the COUNTY OF ALBEMARLE; and THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA, hereby agree as follows:

The University Will:

1. Voluntarily comply with the land use plans and regulations (as exemplified by those listed in Exhibit I) of either the City or the County regarding the use of real estate held in Area C on the attached map.

Area C* includes all land not included in Areas A and B (see attached map).

2. Voluntarily submit its construction and/or development plans for review by the City or County to determine their compliance with land use plans and regulations on any real estate held in Area B on the attached map; and make reasonable efforts to comply with any recommendations received.

Area B* includes land which lies at the boundaries of or between the University and either the City or the County and on which the activities of any or all three of the parties might have an effect. Area B will be designated a "study area." The City, County and University will work with each other to try to develop a master plan for the study area perhaps by beginning with its most critical parts. The intent is that the results of the cooperative study will be made a part of the Comprehensive Plan of each body.

3. Voluntarily submit its construction and/or development plans for review by the City or County on any real estate held in

Area A on the attached map; and make reasonable efforts to comply with any recommendations received. Area A* includes land either on the Grounds of the University or at its borders. Since some portions of Area A are of critical importance to the City and County, the University also agrees that it will involve the City and County in the development or revision of its Master Plan for land use, and also in the study of those areas of A which, by mutual consent, will affect the land use plans of each other.

4. Anticipate the formation of a Real Estate Foundation created for the acquisition and development of land which would not be owned directly by the Rector and Visitors, but which would serve University purposes. The Real Estate Foundation will abide by all City and County land use laws and regulations (as exemplified by Exhibit 1) regarding any property it holds. The Foundation also will pay all applicable real estate taxes.

5. Not accept transfer of land to be used for investment purposes from the Real Estate Foundation to itself primarily for the purpose of avoiding the application of the City's and County's land use laws and regulations or taxation.

6. Accept a representative of the City and County as non-voting members of its Master Plan Committee.

7. Involve City and County representatives in site selection studies on any major new facilities which may be planned.

*Any difference of opinion over the geographical extent of either Area A, B, or C shall be governed by the attached map.

The County and/or City Will:

1. Submit to the University and to each other for review all proposed changes in land use plans or regulations in Area B on the attached map and make reasonable efforts to comply with any recommendations made by the other parties.
2. Submit to the University for review all proposed changes in land use plans or regulations in Areas A and C on the attached map and make reasonable efforts to comply with any recommendations made by the University.
3. Attempt to define a desired community growth rate within its laws, regulations, or plans and attempt to regulate development according to this growth rate to the extent allowed by law.
4. Include a representative of the University as a non-voting member of their planning commissions.

The City, County and the University Will:

1. Adopt the same length of land use planning period.
2. Develop and use common definitions and common land use data bases having the same or similar data elements.
3. Adopt the same interval between major reconsiderations of their land use plans and schedule those reconsiderations for the same year, unless precluded from doing so by State requirements.
4. Adopt a substantially similar topical outline for the purpose of describing their land use plans.
5. Share drafts of their land use plans with each other for review and comment in advance of any public hearings.
6. Indicate those portions of each other's plans with which it agrees and do nothing during the planning period to change those portions of the plan without mutual consultation.
7. Not sponsor, seek, nor support legislation restricting the powers of each other regarding any of the terms of the understanding or regarding any other matters related to taxation, land use planning, or land use regulation except by mutual agreement.
8. Agree to non-binding arbitration of any disputes during the term of this Agreement. Arbitrators shall be selected as follows:
 - (a) In case of disagreement involving all three parties, each party shall select one arbitrator.
 - (b) In case of disagreement between any two of the parties,

each party shall select one arbitrator and these two arbitrators shall select a third. If the first two selected are unable to agree on a third, then they shall request the third selection be made by the judge of the Circuit Court of the City of Charlottesville.

9. Agree these understandings may be dissolved on one year's written notice by any party to the other two parties.

10. Take no actions which circumvent the purposes of this agreement.

BY RESOLUTION duly adopted by Council on the 21st day of April, 1986, the Mayor was authorized to execute this Agreement on behalf of the City of Charlottesville.

BY RESOLUTION duly adopted by the Board of Supervisors on the 14th day of May, 1986, the Chairman was authorized to execute this Agreement on behalf of the County of Albemarle.

BY RESOLUTION duly adopted by the Board of Visitors on the 31st day of January, 1986, the President was authorized to execute this Agreement on behalf of the Rector and Visitors of the University of Virginia.

CITY OF CHARLOTTESVILLE

By _____

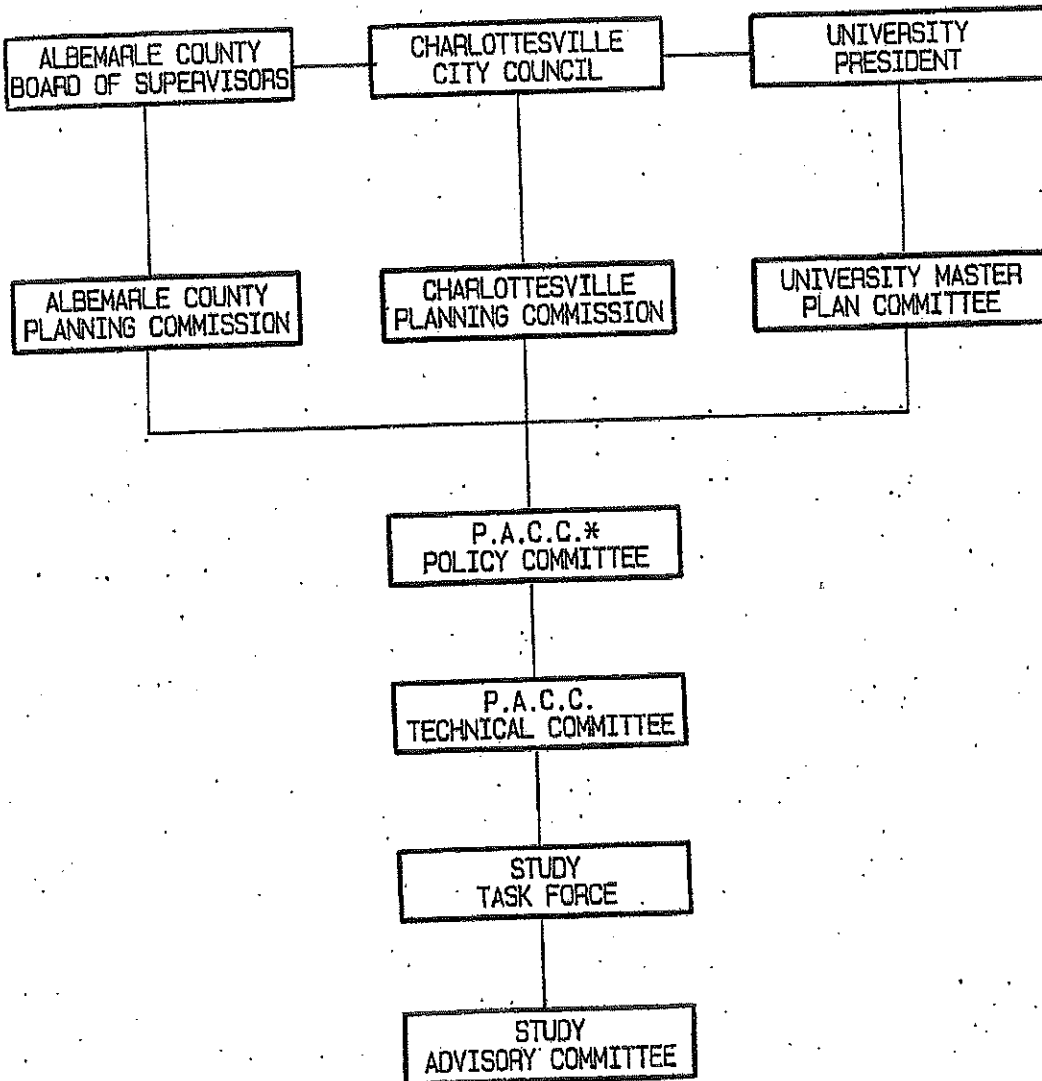
COUNTY OF ALBEMARLE

By _____

THE RECTOR AND VISITORS OF
THE UNIVERSITY OF VIRGINIA

By _____

PLANNING AND COORDINATION COUNCIL STUDY PROCESS



*Planning and Coordination Council

DCD
7/16/87

**Clarification of the Map and Related Definitions:
1986 Three-Party Agreement**

Over the life of the Three-Party Agreement of 1986 ("Agreement") there have been some minor discrepancies regarding the interpretation of the original map designating Areas A, B, and C. The attached map (Neighborhood Development Services January 2012) ("Map") and related definitions below have been updated by the Planning and Coordination Council Technical Committee ("PACC Tech") and should be used prospectively in defining the terms and conditions in the Agreement.

Definitions

Area A – All properties now owned by the University of Virginia and its related foundations that are used for educational purposes as designated on the Map.

Area B – Land which lies at the boundaries of the University in either the City or the County, or has otherwise been designated as part of Area B, and on which the activities of any, or all three, of the parties might have a significant effect, as designated on the Map. Development in these areas continues to be guided by the current City and County Comprehensive Plan and the current University of Virginia Grounds Plan.

Area C – All land on the Map not included in Areas A and B.

Planning Process

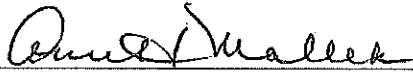
Two representatives of the City and two representatives of the County serve as non-voting members of the University's Master Planning Council. A representative of the University serves as a non-voting member of both the City and County Planning Commissions.

The three parties will collaborate in planning for lands within Areas A, B and C. Plans for lands within Area A are part of the University's Grounds Plan and are reviewed by the University's Master Planning Council and approved by the Board of Visitors. Plans for lands within Area B will be submitted to PACC Tech and then to PACC for recommendation to the responsible jurisdiction for review and adoption within their respective Comprehensive Plans. Plans within Areas B and C are reviewed by City or County elected bodies as part of their respective Comprehensive Plan adoptions.

To the extent there is any conflict between the provisions of this Clarification of the Map and Related Definitions: 1986 Three-Party Agreement ("Clarification") and the Agreement, the Clarification shall prevail.

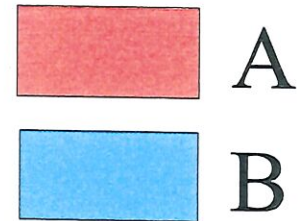
Approved by the Planning and Coordination Council (PACC)

PACC Chair:

 Date: 4/30/12

AREA A and AREA B

Albemarle County, City of Charlottesville
and
University of Virginia



**Approved by the PAC Tech Committee:
January 19, 2012**

Neighborhood Development Services
January 2012

