



CITY COUNCIL AGENDA
March 21, 2016

6:00 p.m. **Closed session as provided by Section 2.2-3712 of the Virginia Code**
Second Floor Conference Room (Boards and Commissions; discussion of the acquisition of properties along Moore's Creek and the Rt. 250 Bypass for public park and trail purposes; consultation with legal counsel regarding litigation filed by Charlottesville Parking Center.)

7:00 p.m. **Regular Meeting**

CALL TO ORDER *Council Chambers*
PLEDGE OF ALLEGIANCE
ROLL CALL

AWARDS/RECOGNITIONS *Poison Prevention; Fire Station Platinum LEED Certification*
ANNOUNCEMENTS
CITY MANAGER RESPONSE TO MATTERS BY THE PUBLIC

MATTERS BY THE PUBLIC *Public comment provided for up to 12 speakers publicized at noon the day of the meeting (limit 3 minutes per speaker) and for an unlimited number of speakers at the end of the meeting on any item, provided that a public hearing is not planned or has not previously been held on the matter.*

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

- a. Minutes for March 7
- b. APPROPRIATION: *CATEC to the CATEC-IT Networking Academy Project – \$10,000 (2nd of 2 readings)*
- c. APPROPRIATION: *Department of Conservation and Recreation Trail Grant – \$175,000 (2nd of 2 readings)*
- d. APPROPRIATION: *Piedmont Workforce Network Incumbent Worker Training Matching Grant – \$3,010 (2nd of 2 readings)*
- e. APPROPRIATION: *CATEC to the CATEC-IT Networking Academy Project – \$201,500 (1st of 2 readings)*
- f. APPROPRIATION: *2015 Edward Byrne Memorial Justice Assistance Grant (JAG) – \$24,950 (1st of 2 readings)*
- g. APPROPRIATION: *Community Mental Health and Wellness Coalition Donation from Charlottesville Albemarle Community Foundation \$10,000 (1st of 2 readings)*
- h. RESOLUTION: *Safe Routes to School Non-Infrastructure Grant Application – \$66,000 (1st of 1 reading)*
- i. RESOLUTION: *Allocation of Charlottesville Affordable Housing Fund (CAHF) for repayment of CDBG Funds – \$12,598.95 (1st of 1 reading)*
- j. RESOLUTION: *Easement for Temporary Construction and Right of Way Easement with the United States Postal Service – Hillsdale Drive Extension (1st of 1 reading)*
- k. RESOLUTION: *Century Link Communications LLC License Agreement (1st of 1 reading)*

2. REPORT *FY 2017 Budget – 10 minutes*

- *Public Hearing – FY 2017 Tax Rate*
- *Public Hearing – Amendment to City Code – Transient Occupancy (Lodging) Tax Ordinance Change*
- *Public Hearing – City Manager's Proposed FY 2017 Budget*

3. ORDINANCE* *West Main Street Mixed Use Corridors Amendment (2nd of 2 readings) – 20 minutes*

4. RESOLUTION* *West Main Streetscape Conceptual Plan – 60 minutes*

5. REPORT *Update from Early Education Task Force – 20 minutes*

OTHER BUSINESS
MATTERS BY THE PUBLIC

***ACTION NEEDED**

Persons with disabilities may request reasonable accommodations by contacting ada@charlottesville.org or (434)970-3182.

GUIDELINES FOR PUBLIC COMMENT

**We welcome public comment;
it is an important part of our meeting.**

Time is reserved near the beginning and at the end of each regular City Council meeting for Matters by the Public.

Please follow these guidelines for public comment:

- If you are here to speak for a **Public Hearing**, please wait to speak on the matter until the report for that item has been presented and the Public Hearing has been opened.
- Each speaker has **3 minutes** to speak. Please give your name and address before beginning your remarks.
- Please **do not interrupt speakers**, whether or not you agree with them.
- Please **refrain from using obscenities**.
- If you cannot follow these guidelines, you will be escorted from City Council Chambers and not permitted to reenter.

CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA.



Agenda Date:	Match 7, 2016
Action Required:	Approve Appropriation of Funds
Presenter:	Mike Mollica, Division Manager, Facilities Development
Staff Contacts:	Mike Mollica, Division Manager, Facilities Development Ryan Davidson, Senior Budget & Management Analyst, Budget and Performance Management
Title:	Appropriation of Funds from C.A.T.E.C. to the C.A.T.E.C. – I.T. Networking Academy Project - \$10,000

Background: The City of Charlottesville has received a second check from the Charlottesville Albemarle Technical Education Center (C.A.T.E.C.) in the amount of \$10,000 to be used for design services associated with proposed facility renovations to accommodate the upcoming C.A.T.E.C. I.T. Networking Academy.

Discussion: The City of Charlottesville Facilities Development Division is overseeing the C.A.T.E.C. – I.T. Networking Academy Project. V.M.D.O. Architects was contracted to design the project and preliminary design is nearly complete.

Initial funding for this project is from the City’s Government Lump Sum account and the \$10,000 check from C.A.T.E.C. will replenish these funds.

Alignment with Council Vision Areas and Strategic Plan: This project supports City Council’s “Smart, Citizen-Focus Government” vision.

It contributes to Goal 4 of the Strategic Plan, to “be a well-managed and successful organization,” and objective 4.1, to “align resources with City’s strategic plan”.

Community Engagement: N/A

Budgetary Impact: The funds will be appropriated into the C.A.T.E.C. – I.T. Networking Academy Project Account in the Capital Improvement Program Fund (P-00881-09).

Recommendation: Staff recommends approval and appropriation of the funds.

Alternatives: N/A

Attachments: N/A

APPROPRIATION.

**Appropriation of Funds from C.A.T.E.C. to the C.A.T.E.C. – I.T. Networking Academy
Project Account: \$10,000**

WHEREAS, C.A.T.E.C. has made a contribution to the C.A.T.E.C. – I.T. Networking Academy Project in the amount of \$10,000 originating from C.A.T.E.C.’s Contingency Fund.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that \$10,000 from C.A.T.E.C. is to be appropriated in the following manner:

Revenues - \$10,000

Fund: 426 Funded Program: CP-016 (P-00881-09) G/L Account: 432900

Expenditures - \$10,000

Fund: 426 Funded Program: CP-016 (P-00881-09) G/L Account: 599999

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	March 7, 2016
Action Required:	Appropriation
Presenter:	Chris Gensic, Parks and Recreation
Staff Contacts:	Chris Gensic, Parks and Recreation Brian Daly, Parks and Recreation Maya Kumazawa, Budget and Management Analyst
Title:	Department of Conservation and Recreation Recreational Trail Grant for Construction of Meadow Creek Bridges - \$175,000

Background:

The City of Charlottesville, through Parks and Recreation, has received an award from the Virginia Department of Conservation and Recreation in the amount of \$140,000 to assist with efforts to construct two bicycle and pedestrian bridges over Meadow Creek. The City will match this project in the amount of \$35,000 from the Meadow Creek Valley Master Plan Implementation Fund for a total appropriation of \$175,000.

Discussion:

The City of Charlottesville has completed a bicycle, pedestrian and trail master plan that includes a bike/pedestrian commuter trail along Meadow Creek between Greenbrier Park and Meadow Creek Gardens. The portion near Brandywine Drive and the Senior Center requires construction of two bridges. The City applied for and has been awarded the funding to assist with design and construction of the bridges.

Alignment with City Council's Vision and Strategic Plan:

Construction of these trail bridges will further council goals of being a Connected City and a Green City by providing a critical bicycle and pedestrian trail portion of the developing greenway system, which will reduce dependence on automotive travel and associated pollution. Additionally, this project supports Strategic Plan Goal 2: Be a safe, equitable, thriving and beautiful community.

Community Engagement:

The bicycle, pedestrian and trail master plan and the Meadow Creek Valley Park Master Plan were developed with multiple public meetings and were both approved by City Council.

Budgetary Impact:

There is no impact on the General Fund. Grant award is for \$140,000, with a local match of \$35,000 from P-00817 the Meadow Creek Valley Master Plan Implementation fund which makes the total appropriation \$175,000.

Recommendation:

Staff recommends appropriation of grant funds.

Alternatives:

If grants funds are not appropriated, the Parks Department will need to find another source for the money, or make a CIP request through the general fund, and the project will be delayed by at least one year. Without assistance from this grant program, more local dollars will have to be expended in order to construct the trail, leaving less money for other improvements to the park.

Attachments:

Grant award letter from Virginia Department of Conservation and Recreation

APPROPRIATION

**DCR Recreational Trails Grant for Construction of Trail bridges over Meadow Creek
\$175,000**

WHEREAS, the City of Charlottesville, through Parks and Recreation, has been awarded \$140,000 from the Virginia Department of Conservation and Recreation to construct two bicycle and pedestrian bridges along Meadow Creek; and

WHEREAS, the City will match this grant in the amount of \$35,000 which will come from the Meadow Creek Valley Master Plan Implementation fund (P-00817) account.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$175,000 is hereby appropriated in the following manner:

Revenue

\$140,000	Fund: 426	WBS: P-00891	G/L Account: 430120
\$ 35,000	Fund: 426	WBS: P-00891	G/L Account: 498010

Expenditures

\$175,000	Fund: 426	WBS: P-00891	G/L Account: 599999
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Transfer From

\$35,000	Fund: 426	WBS: P-00817	G/L Account: 561426
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$140,000 from the Virginia Department of Conservation and Recreation.

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



Agenda Date:	March 7, 2016
Action Required:	Appropriation of Grant Funds
Presenter:	Hollie Lee, Chief of Workforce Development Strategies
Staff Contacts:	Hollie Lee, Chief of Workforce Development Strategies Juwhan Lee, Assistant Transit Manager - Operations
Title:	Piedmont Workforce Network Incumbent Worker Training Grant for Charlottesville Area Transit (CAT) Customer Service Training - \$3,010

Background:

The City of Charlottesville, through the Office of Economic Development (OED) and in partnership with Charlottesville Area Transit (CAT) has received a matching grant up to \$1,505 from Piedmont Workforce Network (PWN) in order to provide workforce development training to 85 incumbent Transit Operators. The grant requires a 1:1 match of local/employer dollars, with funding being used for an initial phase of customer service training that will allow CAT to train up its existing staff, thus improving rider satisfaction and overall transit operations. It is proposed that funding from CAT's operating budget, specifically funds allocated for in-service training, be used to provide the match up to \$1,505. CAT is required to pay the training provider (Piedmont Virginia Community College (PVCC)) for the entire cost of training (\$3,010) upon completion of training and then request reimbursement for 50 percent of the training cost (\$1,505) from PWN.

Discussion:

In July 2013, the City's Strategic Action Team on Workforce Development (SAT) issued a report to City Council entitled, *Growing Opportunity: A Path to Self-Sufficiency*. Since this time, numerous initiatives have been undertaken to help low-income residents achieve self-sufficiency by increasing assets (training and education) and reducing barriers (childcare, transportation, housing, etc.) related to employment. In recent months, the City's workforce development efforts have expanded to include a focus on local employers and ensuring that their incumbent/existing employees have the knowledge, skills, and abilities that they need to be successful on the job and strengthen business operations.

As a local employer and primary partner in the GO Driver pre-employment training program that trains City residents to become bus drivers, CAT recently expressed an interest to the OED in having in-service training for its Transit Operators focusing on customer service. CAT strives to offer excellent customer service to all of its riders, but in recent months, the number of customer complaints has increased, thus prompting a need for driver retraining. As a result, the OED worked with CAT staff to submit an application to PWN for an incumbent worker training matching grant to

help subsidize the cost of training. This application has been approved by PWN and an award letter has been given to the City.

The OED also worked with CAT to engage PVCC and develop a customer service training curriculum based on the same curriculum that is currently being used in GO Driver, as CAT drivers who have gone through this training tend to offer better customer service to riders and receive fewer customer complaints. This training will consist of seven, two and half hour customer service workshops on Saturdays and Sundays between February 21, 2016 and March 13, 2016. Each workshop will be comprised of approximately 15 to 17 incumbent bus drivers (about 85 drivers in total), with different individuals in each session. Content will include topics such as: Focus on Customer Service Success, Benefits of Excellent Service, Professionalism under Pressure, and Dealing with Difficult Customers. The format for the class will be interactive, with real life scenarios based on actual customer complaints (provided by CAT management) and role playing.

Alignment with Council Vision Areas and Strategic Plan:

This effort supports City Council's "Economic Sustainability" vision and aligns directly with the SAT's *Growing Opportunity* report that was approved by City Council in 2013.

It also contributes to the following goals and objectives in the City's Strategic Plan:

Goal 4: Be a well-managed and successful organization

- Objective 4.2: Maintain strong fiscal policies
- Objective 4.3: Recruit and cultivate quality employees

Goal 3: Have a strong diversified economy

- Objective 3.1: Develop a quality workforce

Goal 1: Enhance the self-sufficiency of our residents

- Objective 1.1: Promote education and training

It aligns with Chapter 3 on Economic Sustainability in the Comprehensive Plan, and more specifically Goal 6, which focuses on workforce development and being an effective partner in creating a well-prepared and successful workforce.

Community Engagement:

Like practically all of the City's workforce development initiatives, this effort requires partnerships with numerous community partners, specifically Piedmont Workforce Network, which is providing the matching grant and Piedmont Virginia Community College, which is providing the customer service training. Additionally, the end result of this incumbent worker training will be of great benefit to the community, which will have an improved rider experience.

Budgetary Impact:

The required match of \$1,505 will come from already budgeted education and training funds in the CAT's operating budget.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

If grant funds are not appropriated, more City dollars will have to be used to pay for the customer service training.

Attachments:

- Incumbent Worker Training Funds Application
- Incumbent Worker Training Funds Award Letter from PWN

APPROPRIATION
Piedmont Workforce Network Incumbent Worker Training Matching Grant
\$3,010

WHEREAS, the City of Charlottesville has received federal pass-through funds from the Workforce Development Act administered by Piedmont Workforce in the amount of \$1,505, and a 50% in-kind local match is also required provided by Charlottesville Area Transit through operating funds; and

WHEREAS, the funds will be used to support workforce development training programs; and

WHEREAS, the grant award covers the period from February 19, 2016 through March 17, 2016;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$3,010 is hereby appropriated in the following manner:

Revenue – \$1,505

\$1,505 Fund: 245 IO: 2200006 G/L: 432080 Rev Other Local Gov.

Expenditures - \$3,010

\$3,010 Fund: 245 IO: 2200006 G/L: 530210 Education & Training

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$1,505 from Piedmont Workforce.



Piedmont Workforce Network
Incumbent Worker Training Funds Application

Section 1: Company Information

Parent or Corporate Name of Applying Company (As Listed on IRS W9 Form):		City of Charlottesville			
Physical Address:	610 E. Market Street				
City:	Charlottesville	State:	VA	Zip:	22902
P.O. Box Address:	P.O. Box 911				
City:	Charlottesville	State:	VA	Zip:	22902
Company Name, if Different:	Charlottesville Area Transit				
Physical Address:	1545 Avon Street Ext.				
City:	Charlottesville	State:	VA	Zip:	22902
P.O. Box Address:					
City:		State:		Zip:	

Company Contact:	Juwhan Lee	Title:	Assistant Transit Manager - Operations
Phone:	434-970-3892	Email:	leej@charlottesville.org

Federal I.D. No.:	54-6001202	Date Business Began in Area:	1975
Number of Full-Time Workers:	61	Number of Part-Time Workers:	41
Tax Status of Business:	<input type="checkbox"/> For-Profit <input type="checkbox"/> Not-For-Profit (Designation) <input checked="" type="checkbox"/> Other: Government		
Legal Structure of Business:	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Government		
Is your company current on all Federal, State of Virginia, County, City and Local Tax Obligations?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Is your company receiving and/or applying for other public training funds?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, explain:		
Does your company have an equal opportunity/non-discrimination policy in place?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is your company subject to a collective bargaining agreement?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, and if union represented employees will be participating in the training activities of this program, it is required that consent be obtained from the representing union to collect the eligibility data from the employees PRIOR to funding approval.</i>		
Is your company willing to provide project outcome information to the Piedmont Workforce Network?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
This company is: (check all applicable)	<input type="checkbox"/> Native-American Owned <input type="checkbox"/> African-American Owned <input type="checkbox"/> Hispanic-American Owned	<input type="checkbox"/> Asian-American Owned <input type="checkbox"/> Woman Owned <input type="checkbox"/> Other Minority Owned _____
Please provide a brief description of your business, product(s), and/or service(s): CAT is the primary provider of general public fixed-route transit services in the Charlottesville, VA region. CAT currently provides 12 daytime local fixed bus routes and four evening local fixed bus routes, all of which are open to the public. Service is provided seven days per week, with most services operating on weekdays and Saturdays beginning around 6:30 AM and ending between around 6:00 PM and 11:30 PM. CAT also operates limited Sunday service on its two highest ridership routes, Route 7 and the Free Trolley, which connect some of the area's strongest commercial and employment destinations between downtown, the University of Virginia (UVA), and along Route 29. CAT's fixed-route services are complemented by those of University Transit Services (UTS), which provides primarily fixed-route services in the vicinity of UVA, and JAUNT, Inc., which provides demand-responsive service within the Charlottesville region, including CAT's ADA complementary paratransit services, as well as several fixed routes.		

Section 2: Training Funds Requested

Training Funds Requested:	\$1,505.00
Number of Employees to be Trained:	85
Proposed Training Start Date:	Sunday, February 21, 2016
Anticipated Training End Date: <i>(Maximum of 12 months from proposed start date)</i>	Sunday, March 13, 2016

Section 3: Training Provider Information

(attach additional sheets, if necessary)

Training Provider(s) will be:	<input checked="" type="checkbox"/> Public Training Institution <input type="checkbox"/> Private Training Institution <input type="checkbox"/> Company Instructor	
Training will be Delivered:	<input checked="" type="checkbox"/> On-site at the Business <input type="checkbox"/> At the Training Institution <input type="checkbox"/> At a Remote Location	
Training Provider:	Piedmont Virginia Community College Workforce Services	
Contact Name:	Kathy Reid	Phone: 434-961-5330
Physical Address:	501 College Drive	
City:	Charlottesville	State: VA Zip: 22902

Section 4: Training Project Information

Provide a brief description of the anticipated training project. Please be sure to include the following information in your description:

CAT strives to offer excellent customer service to all of its riders. In recent months however, the number of customer complaints has increased, thus prompting a need for driver retraining. CAT recently purchased a customer service training curriculum that it would like to begin rolling out in the coming months. The proposed customer service training through PVCC for permanent and relief transit operators (i.e., bus drivers) will help set the foundation for this curriculum.

This training will consist of seven, two and half hour customer service workshops on Saturdays and Sundays between February 21, 2016 and March 13, 2016. (Session times are below.) Each workshop will be comprised of approximately 15 to 17 incumbent bus drivers (about 85 drivers in total), with different individuals in each session. The starting wage for a CAT bus driver is \$15.18 per hour. Content will include topics such as: Focus on Customer Service Success, Benefits of Excellent Service, Professionalism under Pressure, and Dealing with Difficult Customers. The format for the class will be interactive, with real life scenarios based on actual customer complaints (provided by CAT management) and role playing. This is based on curriculum that is currently being used in the City's Growing Opportunity (GO) workforce development training programs. On average, CAT drivers who have gone through this training (GO Driver) tend to offer better customer service to riders, receiving fewer customer complaints.

Sunday, February 21 st	Saturday, February 27 th	Sunday, February 28 th	Sunday, March 13 th
10:00am – 12:30pm 1:00pm – 3:30pm	10:00am – 12:30pm	10:00am – 12:30pm 1:00pm – 3:30pm	10:00am – 12:30pm 1:00pm – 3:30pm

Outcomes of the training that will be tracked by CAT include:

- # of transit operators completing training and receiving a certificate of completion from PVCC
- Decrease in customer complaints by 5%
- Launch of CAT customer service curriculum by July 1, 2016

Section 5: Training Program Budget

This section must be completed to show use of proposed training funds and employer match contributions. **Please provide specified training information and itemize completely.**

A. Budget Category	B. Requested Funds	C. Employer Contribution	Sub-Total (B+C)
Non-Company Instructor Fees or Tuition Costs			
PVCC Customer Service	\$1,505.00	\$1,505.00	\$3,010
Training (\$430/2.5 hr training session – 7 sessions total)			
Training Related Rentals (facilities, equipment, tools, etc.)			
Onsite at CAT			\$0.00
Materials/Supplies/Textbooks			
Included in PVCC Training Costs			\$0.00
Other Costs (Describe)			
None			\$0.00
Training Equipment Purchase			
None	Incumbent Worker Training Funds Cannot be Used		\$0.00
Travel/Food/Lodging For Instructor(s) Only			
None			\$0.00
Trainee Wages (Including Benefits)			
85 Transit Operators @ \$15.18/hour for 2.5 Hours of Training	Incumbent Worker Training Funds Cannot be Used	\$3,225.75	\$3,225.75

Section 6: Incumbent Worker Training Assistance

Indicate which condition would be addressed by the application.
 (Check all that apply; at least one must be identified for funding consideration)

	Declining Sales
	Supply Chain Issues
	Adverse industry market trends
	Changes in management behavior or ownership
X	Phasing out certain function, introducing new functions/lines that require worker retraining
X	Required skill changes that would otherwise require downsizing, layoffs, etc. if not addressed

Section 7: Training Plans

Please indicate what employees will learn as a result of the training to be provided to include subject area(s), number of hours of training each, etc.

The proposed training will consist of seven, two and a half hour customer service workshops on Saturdays and Sundays between February 21, 2016 and March 13, 2016. Each workshop will be comprised of approximately 15 to 17 incumbent bus drivers (about 85 drivers in total), with different individuals in each session. Content will include topics such as: Focus on Customer Service Success, Benefits of Excellent Service, Professionalism under Pressure, and Dealing with Difficult Customers. The format for the class will be interactive, with real life scenarios based on actual customer complaints (provided by CAT management) and role playing. This is based on curriculum that is currently being used in the City's Growing Opportunity (GO) workforce development training programs. On average, CAT drivers who have gone through this training (GO Driver) tend to offer better customer service to riders, receiving fewer customer complaints.

Signature and Certification

By my signature, I verify the information in this application is accurate to the best of my knowledge and I have the authority to submit this application on behalf of the named employer.

Signature:		Date:	02/16/2016
Name:	Juwhan Lee		
Phone/email:	leej@charlottesville.org		

CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA.



Agenda Date:	March 21, 2016
Action Required:	Approve Appropriation of Funds
Presenter:	Mike Mollica, Division Manager, Facilities Development
Staff Contacts:	Mike Mollica, Division Manager, Facilities Development Ryan Davidson, Senior Budget & Management Analyst, Budget and Performance Management
Title:	Appropriation of Funds from C.A.T.E.C. to the C.A.T.E.C. - I.T. Networking Academy Project - \$201,500

Background: The City of Charlottesville has received a check from the Charlottesville Albemarle Technical Education Center (C.A.T.E.C.) in the amount of \$201,500 to be used for construction costs associated with facility renovations to accommodate the upcoming C.A.T.E.C. I.T. Networking Academy.

Discussion: The City of Charlottesville Facilities Development Division is overseeing the C.A.T.E.C. – I.T. Networking Academy Project. The preliminary design phase is complete and construction documents are nearing completion. The project is anticipated to be bid in March/April, with construction occurring over the school’s summer break. Construction costs are currently estimated at \$201,500 – this does not include classroom and lab furniture, including all I.T. related equipment.

Initial funding for design services was from the City’s Government Lump Sum with C.A.T.E.C. contributing a total of \$20,000 to replenish those funds. (Appropriation Memos were previously submitted in December and March.) The City, however, requested funds for construction prior to bidding the project, with the understanding that any remaining funds will be returned to C.A.T.E.C. upon project completion. Appropriation of these funds is necessary to move forward with the bidding phase of this project.

The total project budget is currently estimated at \$311,500 and the C.A.T.E.C. Center Board approved project expenditures up to that amount on January 27th, 2016. (See attached document entitled *I.T. Academy Construction Project* for reference.)

Alignment with Council Vision Areas and Strategic Plan: This project supports City Council’s “Smart, Citizen-Focus Government” vision.

It contributes to Goal 4 of the Strategic Plan, to “be a well-managed and successful organization,” and objective 4.1, to “align resources with City’s strategic plan”.

Community Engagement: N/A

Budgetary Impact: The funds will be appropriated into the C.A.T.E.C. – I.T. Networking Academy Project Account in the Capital Improvement Program Fund (P-00881-09).

Recommendation: Staff recommends approval and appropriation of the funds.

Alternatives: N/A

Attachments: N/A

APPROPRIATION.

**Appropriation of Funds from C.A.T.E.C. to the C.A.T.E.C. – I.T. Networking Academy
Project Account: \$201,500.**

WHEREAS, C.A.T.E.C. has made a contribution to the C.A.T.E.C. – I.T. Networking Academy Project in the amount of \$201,500 originating from C.A.T.E.C.’s Fund Balance.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that \$201,500 from C.A.T.E.C. is to be appropriated in the following manner:

Revenues - \$201,500

Fund: 426 Funded Program: CP-016 (P-00881-09) G/L Account: 432900

Expenditures - \$201,500

Fund: 426 Funded Program: CP-016 (P-00881-09) G/L Account: 599999



IT Academy Construction Project*

Sources

CATEC Center Board Project Funding	\$	311,500.00
Strategic Planning	\$	-
Total	\$	311,500.00

Uses

City of Charlottesville Managed -		
A/E	\$	20,000.00
Construction	\$	201,500.00
Subtotal	\$	221,500.00
Albemarle County IT Managed - FFE Installation	\$	90,000.00
Total	\$	311,500.00

*CATEC Center Board approved January 27, 2016 (item number: 16-07)

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	March 21, 2016
Action Required:	Appropriate Grant Funds
Presenter:	Lt. C. S. Sandridge, Charlottesville Police Department
Staff Contacts:	Lt. C. S. Sandridge, Charlottesville Police Department
Title:	2015 Edward Byrne Memorial Justice Assistance Grant (JAG) - \$24,950

Background:

The U.S. Department of Justice, Office of Justice Program's Bureau of Justice Assistance has awarded the City of Charlottesville a 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$24,950 with no local match required.

Discussion:

The U.S Department of Justice (D.O.J.) provides funding for the Edward Byrne Memorial Justice Assistance Grant to assist state and local law enforcement with a broad range of activities. The Charlottesville Police Department will utilize this funding to purchase storage shelves to maximize space utilization and increase evidence storage area and organization. Collection and storage of evidence is of critical importance to criminal investigations. The Police Department only has a finite amount of space and this storage solution will help to make better use of the space that is available.

Alignment with Council Vision Areas and Strategic Plan:

This funding will support Goal 2 of the Strategic Plan, to be a safe, equitable, thriving, and beautiful community. It specifically supports Goal 2.1, to provide and effective and equitable public safety system. The funding will be used to purchase a storage unit that will help maximize organization and storage in order to provide improved and more efficient services to meet the Police Department's goals.

Community Engagement:

N/A

Budgetary Impact:

There will be no impact on the General Fund. The funds will be expensed and reimbursed to a Grants Fund.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

The alternative is to not approve this project and not purchase the equipment

Attachments:

N/A

APPROPRIATION

**2015 Edward Byrne Memorial Justice Assistance Grant (JAG)
Grant # 2015-DJ-BX-0859
\$24,950**

WHEREAS, the City of Charlottesville, through the Police Department, has received the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$24,950 to be used for approved law enforcement equipment.

WHEREAS, the grant award covers the period from period October 1, 2014 through September 30, 2016

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$24,950, received from the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance, is hereby appropriated in the following manner:

Revenue

\$ 24,950 Fund: 211 I/O: 1900257 G/L: 431110 Federal Grants

Expenditure

\$ 24,950 Fund: 211 IO: 1900257 G/L: 520990 Other Supplies

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$24,950 from the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	3/21/16
Action Required:	Appropriation
Presenter:	Rebecca Kendall, Human Services
Staff Contacts:	Rebecca Kendall, Human Services Mike Murphy, Assistant City Manager
Title:	Community Mental Health and Wellness Coalition Donation from Charlottesville Albemarle Community Foundation \$10,000

Background:

At the beginning of this fiscal year, the City of Charlottesville assumed the role of fiscal agent for the Community Mental Health and Wellness Coalition after the former fiscal agent, Thrive, closed its doors. This donation of \$10,000 from the Charlottesville Albemarle Community Foundation's Mental Health Services Fund comes from a long-standing donor to the Coalition, and will support infrastructure and staffing for the Coalition.

Discussion:

The Community Mental Health and Wellness Coalition is comprised of over 20 different mental health and community organizations with a mission of *collaborating to promote behavioral health and wellness through planning, advocacy and access to effective service delivery for our region*. Formed in 2009, the Coalition focuses its work across four broad goals: no wrong door, service system capacity, data and advocacy, and healthy coalition.

According to the Substance Abuse Mental Health Services Association, each year one in five adults will experience some kind of mental health issue. Since the Virginia Tech shootings and the death of State Senator Creigh Deeds' son, the great need for better coordination and access to services across the behavioral health system has received increased attention. On a regional level, the Thomas Jefferson Health District has identified access to mental health services as one of four priority areas in its Community Health Improvement Plan, and has identified the Community Mental Health and Wellness Coalition as the lead Coalition for implementing recommended strategies for improving health outcomes. The Coalition is currently working with the Thomas Jefferson Health District to analyze new data sources and has learned that, according to the Centers for Medicare and Medicaid Services, a greater percent Medicare recipients in Charlottesville have chronic depression than do Medicare recipients across Virginia and the United States.

Alignment with Council Vision Areas and Strategic Plan:

Approval of this agenda item aligns directly with Council's vision for Charlottesville to be **America's Healthiest City** and it aligns with the goals and objectives of the City's Strategic Plan:

Goal 2: Be a safe, equitable, thriving and beautiful community

- 2.2. Consider health in all policies and programs
- 2.4. Ensure families and individuals are safe and stable

Goal 2: Foster strong connections

- 5.2. Build collaborative partnerships

The Community Mental Health and Wellness Coalition brings together healthcare, local government, and non-profit partners from across the safety net to develop a collaborative approach to addressing community mental health. The Coalition's goals and activities will establish health promoting programs and activities and will ultimately improve behavioral health outcomes for local residents.

Community Engagement:

The Community Mental Health and Wellness Coalition engages organizational partners from various sectors across the community. The Coalition works closely with peer and consumer organizations and reflects the needs, interests, and voices of residents directly engaged in the behavioral health services.

Budgetary Impact:

This has no impact on the General Fund. The funds will be expensed and reimbursed to the Human Services Fund.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

If the grant funds are not accepted and appropriated, the Community Mental Health and Wellness Coalition may not have sufficient revenues to operate.

Attachments:

N/A

APPROPRIATION
Community Mental Health and Wellness Coalition Donation
\$10,000

WHEREAS, the City of Charlottesville has received a donation of \$10,000 from the Charlottesville Albemarle Community Foundation, Mental Health Services Fund; and

WHEREAS, the award is for undesignated purposes to be utilized for the Mental Health and Wellness Coalition.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$10,000 is hereby appropriated in the following manner:

Revenue – \$10,000

\$10,000 Fund: 213 Cost Center: 3413011000 G/L Account: 451020

Expenditures - \$10,000

\$10,000 Fund: 213 Cost Center: 3413011000 G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$10,000 from the Charlottesville Albemarle Community Foundation.

BE IT FURTHER RESOLVED, that future fees and contributions to the Mental Health and Wellness Coalition program will be hereby considered as a continuing appropriation and immediately available for the Mental Health and Wellness Coalition program to spend appropriately.

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



Agenda Date:	March 21, 2016
Action Required:	Approve resolution supporting the Safe Routes to School Non-Infrastructure Grant Application
Presenter:	Amanda Poncy, Bicycle and Pedestrian Coordinator
Staff Contacts:	Identify the appropriate name, title and organization of the person(s) who will be responsible for providing additional responses to the City Council
Title:	Safe Routes to School Non-Infrastructure Grant Application - \$66,000

Background:

On November 5, 2015, the Virginia Department of Transportation (VDOT) announced another year of Safe Routes to School Non-Infrastructure (Activities and Programs) Grants, with applications due by **April 1, 2016**. These grants, for amounts between \$5,000 and \$100,000, can be used to fund **education, encouragement, evaluation** and **enforcement** programs related to Safe Routes to School. The Non-Infrastructure Grant can also be used to fund a SRTS coordinator. A SRTS Coordinator is a part- or full-time SRTS advocate who works within a school division to promote and facilitate Safe Routes to School activities at a minimum of three schools in the division.

The City of Charlottesville has a Safe Routes to School Program that dates back to the early 2000's. Since that time the City has implemented numerous infrastructure and planning projects to support Safe Routes to School. For much of that time, the Alliance for Community Choice in Transportation (ACCT) was the primary organization dedicated to working with administrators, faculty, parents, volunteers and neighborhood organizations to create a variety of Safe Routes to School programs. In 2012, ACCT disbanded and while many of their program efforts continue in (though to varying degrees), the City no longer has a champion dedicated to the education, encouragement and evaluation activities needed to support active transportation for K-8 students.

In examining our division's needs closely, we believe that a part-time coordinator dedicated to managing, training, and expanding Safe Routes to School programming city-wide will be the most effective way to create meaningful and lasting progress.

Discussion:

As part of the grant application, the City was required to create a Safe Routes to School (SRTS) Activities and Programs Plan (APP), a written document that outlines a community's intentions for enabling and encouraging students to engage in active transportation (i.e. walking or bicycling) as they travel to and from school. The plan details the number of students living within

¼ to 2 miles of their school and demonstrates the potential benefits that can be accrued from a coordinate SRTS program (nearly 30% of students live within ½ mile of school and nearly 70% live within 1 mile of school). The SRTS APP was created through a team-based approach that involved key community stakeholders and members of the public in both identifying key behavior-related to barriers to active transportation and, using the four non-infrastructure related E's (education, encouragement, enforcement and evaluation) to address them.

The City of Charlottesville Safe Routes to School Initiative aims to:

1. Increase the number of students using active transportation to get to & from school, especially among those living within one mile of their school.
2. Reduce the number of injuries suffered by school-aged students walking & biking.
3. Raise awareness of the benefits of active transportation to students, parents, & the community at large.
4. Reduce traffic congestion & greenhouse gas emissions.
5. Promote lifelong healthy habits.

Based on the issues identified by the team, the following short-term recommendations were developed:

- Institute bike riding, repair, and safety curriculum (Education)
- Host bike & walk route mapping workshops (Education)
- Develop a division-wide SRTS website and newsletter (Education)
- Facilitate biking and walking trains (Encouragement)
- Regularly host walk- and bike-to-school days (Encouragement)
- Consistently host annual Bicycle Rodeos (Encouragement)
- Conduct bike safety checks (Enforcement)
- Expand the bike helmet give-away program (Enforcement)
- Administer student travel tallies (Evaluation)
- Keep records of participation in workshops, biking and walking trains, bike rodeos, afterschool clubs, and other events (Evaluation)

The SRTS Activities and Programs Plan will serve as a guiding document to assist in promoting, encouraging, and enabling walking and bicycling to school. The \$66,000 grant request will fund a part-time Safe Routes to School Coordinator and the supplies needed to implement the recommendations included in the APP. As a reimbursable grant, costs will be incurred by Neighborhood Development Services and reimbursed by VDOT.

Alignment with City Council's Vision and Strategic Plan:

This initiative supports Council's Vision to be a "Connected Community" ("the City of Charlottesville is part of a comprehensive, regional transportation system that enables citizens of all ages and incomes to easily navigate our community") and "America's Healthiest City" ("we have a community-wide commitment to personal fitness and wellness, and all residents enjoy our outstanding recreational facilities, walking trails, and safe routes to schools").

In addition, the project contributes to Goals 2 and 5 of the Strategic Plan, to be a safe, equitable, thriving and beautiful community and to foster strong connections – namely 2.2 Consider health in all policies and programs; 2.3 Provide reliable and high quality infrastructure; 5.2. Build collaborative partnerships.

The initiative further implements recommendations within the Comprehensive Plan (2013) and supports the City's Healthy Eating Active Living (HEAL) Resolution

Community Engagement:

This grant application implements one of the programming recommendations included in the Bicycle and Pedestrian Master Plan (adopted 2015), which included significant public involvement. Further, city staff from Neighborhood Development Services worked with staff from the Thomas Jefferson Health District and Charlottesville City Schools (Physical Education and Pupil Transportation) to create a Safe Routes to School Task Force that was responsible for outlining elements of a city-wide Safe Routes to School Activities and Programs Plan (APP). The task force included representatives from city schools, community organizations, multiple city departments (NDS, PW, Parks), as well as health and enforcement disciplines. The APP was developed by the task force with input from parents (via Parent Survey) and further discussed/refined at public meeting in February 2016.

Budgetary Impact:

The grant application will provide funding (100% reimbursable) for both a part-time Safe Routes to School Coordinator and the supporting activities included in the Activities and Programs plan. The grant will fund a position for 12 months with an opportunity to reapply for funding for 2 additional years. This is the last year that funding will be provided at 100%. Future grants would require a 20% match (cash or in-kind donations are acceptable).

Recommendation:

Staff recommends support for the Safe Routes to School Non-Infrastructure grant application.

Alternatives:

If grants funds are not appropriated, Safe Routes to School programming will continue in an ad-hoc fashion with assistance from community partners and parent volunteers.

Attachments:

Safe Routes to School Activities and Programs Plan

<http://www.charlottesville.org/departments-and-services/departments-h-z/neighborhood-development-services/transportation/bicycle-and-pedestrian/safe-routes-to-school>

A Resolution Supporting Safe Routes to School Projects

RESOLUTION
Supporting Safe Routes to School (“SRTS”) Projects

WHEREAS, obesity is one of the most serious threats to American public health, ranking third among preventable causes of death in the United States;

WHEREAS, motor vehicle crashes are also a leading cause of death and injury to children;

WHEREAS, between 1969 and 2009 the percentage of children walking and biking to school dramatically declined from 48 percent to 13 percent;

WHEREAS, the Safe Routes to School program, created by Congress in 2005, aimed to increase the number of children engaged in active transportation when traveling to school by funding (1) infrastructure projects, located within two miles of a public school, that directly increase safety and convenience for public school children walking and/or biking to school, and (2) non-infrastructure projects designed to encourage public school children to walk and bicycle to school;

WHEREAS, Safe Routes to School projects are a proven, effective approach to increasing the number of children actively traveling to school by foot or bike;

WHEREAS, Safe Routes to School projects provide important health, safety, and environmental benefits for children, including reducing risk of obesity/chronic disease and pedestrian/bicycle injuries as well as improving air quality;

WHEREAS, the need for Safe Routes to School projects is especially strong in low-income areas, which suffer from a disproportionately high incidence of both childhood obesity/chronic disease and pedestrian and bicycle injuries and often have inferior pedestrian and bicycle infrastructure;

WHEREAS, Safe Routes to School projects make it safer and more convenient for all residents to walk and bike to destinations, further promoting public health;

WHEREAS, a goal of the City of Charlottesville’s current Comprehensive Plan, Bicycle and Pedestrian Master Plan, Complete Streets Resolution and Healthy Eating Active Living Resolution supports active transportation options, which can be met in part by implementation of Safe Routes to School projects;

NOW, THEREFORE, BE IT RESOLVED that the City of Charlottesville affirms its commitment to active transportation and supporting Safe Routes to School infrastructure and non-infrastructure projects.

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



Agenda Date:	March 21, 2016
Action Required:	Approve Resolution
Presenter:	Tierra Howard, Grants Coordinator
Staff Contacts:	Tierra Howard, Grants Coordinator Kathy McHugh, Housing Development Specialist
Title:	Allocation of Charlottesville Affordable Housing Fund (CAHF) for repayment of CDBG Funds - \$12,598.95

Background:

In February 2016, Carolyn Meyers, U.S. Housing and Urban Development (HUD) Representative for the City’s Community Development Block Grant (CDBG) program, completed a limited review monitoring of the City’s CDBG program. She specifically reviewed the FY 14-15 and FY 15-16 Seedplanters Women Entrepreneur Academy economic development projects. Information found in the FY 14-15 projects led HUD to review the FY 13-14 projects as well. Based on that review, HUD determined that \$12,598.95 in economic development FY 13-14 and FY 14-15 funds spent on laptops, printers, business seed awards, and a gift card were ineligible costs. This equates to roughly 4% of the total economic development budget for the two years combined. The ineligible costs are as follows:

Program Year & WBS Account	Ineligible Program Activity	Amount of Ineligible Cost
13-14 (P-00001-04-95)	\$4019.99 for laptops and printers, and \$4,000 for business start-up seed awards	\$8,019.99
14-15 (P-00001-05-01)	\$3,558.96 for laptops and \$1,000 for business start-up seed awards, and \$20 gift card	\$4,578.96
	TOTAL	\$12,598.95

Discussion:

For the purchase of the laptops, the City received guidance from HUD stating that the City should refer to its local procurement policy to determine if a laptop/computer should qualify as a supply or equipment given stated thresholds. The City referred to its local procurement policy and determined that the laptops qualified as supplies versus equipment, which would be ineligible. HUD also informed the City that CDBG funds could be used for stipends in response to questions about a specific job training project. Based on this guidance, City staff allowed the purchase of a gift card.

HUD has now requested repayment of funds used for this purpose and has also advised that they must provide written approval for the future use of gift cards (in advance) on a case by case basis. HUD also determined that the seed awards that were provided to businesses for start-up costs are ineligible. Although the CDBG regulations allow for financial assistance to support the establishment, stabilization, and expansion of a microenterprise, records supporting that the funds were utilized in accordance with the CDBG regulations were not on file. Further, it should be noted that all future project budgets will be submitted to HUD for review and confirmation of cost eligibility and all accounting records will be maintained in accordance with federal requirements. This should alleviate the chance of something like this happening in the future.

Alignment with Council Vision Areas and Strategic Plan:

Approval of this agenda items aligns indirectly with the City Council Vision for Charlottesville to provide quality housing opportunities for all. The proposed action also aligns indirectly with the Strategic Plan at goal 1.3 which speaks to increasing affordable housing options. While the previous use of CDBG funds was for economic development purposes, the continued viability of the CDBG program (overall) is important to the City's affordable housing efforts.

Community Engagement:

There has not been any community engagement on this matter; however, the CDBG task force will be consulted on future use of reprogrammed funds.

Budgetary Impact:

HUD is requiring the \$12,598.95 in ineligible costs to be repaid from non-federal sources. On August 16, 2010, Council appropriated \$70,000 from the Charlottesville Affordable Housing Fund (CAHF) for 'Miscellaneous' expenses. There is just over \$15,000 remaining from this appropriation, which could be used for the repayment. Given the need to ensure the future viability of the CDBG program (which is used to support various housing, economic development, and community development efforts), these funds could be used for the repayment in general consistency with use of CAHF for affordable housing related purpose. Once the funds are repaid, HUD has further advised that the City of Charlottesville will be able to reprogram the \$12,598.95 into future CDBG projects. In essence, the City is required by regulation to spend the repayment on eligible activities.

Recommendation:

Staff recommends approval of the attached resolution, as continued viability of the CDBG program is important to the City's affordable housing efforts overall.

Alternatives:

There are no viable alternatives to the repayment of funds as requested by HUD; however, Council could elect to use other non-federal funds instead of those allocated to the CAHF.

Attachments:

Resolution

RESOLUTION
Allocation of Charlottesville Affordable Housing Fund (CAHF) for
Community Development Block Grant (CDBG) Repayment to the U.S. Department of
Housing and Urban Development
\$12,598.95

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of \$12,598.95 be allocated from previously appropriated funds in the Charlottesville Affordable Housing Fund for repayment of CDBG funds to HUD.

Transfer from:

\$12,598.95 Fund: 426 Project: CP-084 G/L: 561218 Transfer to CDBG

Transfer to:

\$4,578.96 Fund: 218 WBS: P-00001-05-01 G/L: 498010 Transfer from Other

\$8,019.99 Fund: 218 WBS: P-00001-04-95 G/L: 498010 Transfer from Other

Expense:

\$4,578.96 Fund: 218 WBS: P-00001-05-01 G/L: 540368 Refund Disallowed

\$8,019.99 Fund: 218 WBS: P-00001-04-95 G/L: 540368 Refund Disallowed

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CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA

Agenda Date:	March 21, 2016
Action Required:	Approval of Signature Resolution
Staff Contacts:	Jeanette Janiczek, Urban Construction Initiative Program Manager
Presenter:	Jeanette Janiczek, Urban Construction Initiative Program Manager
Title:	City's Acceptance and Execution of an Easement for Temporary Construction and Right of Way Easement with the United States Postal Service – Hillsdale Drive Extension

Background: Existing Hillsdale Drive is being extended from Greenbrier Drive in the County of Albemarle to Hydraulic Road in the City of Charlottesville. The proposed curbed roadway extension provides one lane of traffic in each direction, with dedicated left turn lanes or raised median strips in the center depending on location. The proposed improvements include a 5' sidewalk on the west side and an 8' - 10' shared use path on the east side to accommodate pedestrians and bicycles. On-street parking is provided in limited areas. There will be a new traffic signal at the redesigned intersections with Seminole Court and a roundabout at the Zan Road crossing. Additional amenities include pedestrian lighting and landscaping features. The proposed extension is being designed and posted for a 25mph speed limit.

The purpose and need of the project is to complete/enhance the area's multi-modal transportation network; to provide safe and functional access for local trips generated outside and parallel to the Route 29 business corridor; and to improve access to commercial businesses.

Discussion: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 requires agencies to "...make every reasonable effort to acquire expeditiously real property by negotiation" – to reach a mutually agreed upon compensation of property and rights acquired from a property owner and agency. During negotiations, the United States Postal Service (USPS) and City staff have agreed to number of conditions that protect the USPS's property interests – establishment of temporary and permanent fencing to provide for security, five year warranty period for constructed features that the USPS will assume maintenance responsibilities on, and review of final plans/approval of change orders. In particular, the USPS requires unfettered access to their back entrance during construction. A \$10,000 liquidated damages charge will be fined to the City for each day access is not maintained – or a prorated share will be charged for the time the entrance is impacted. City staff was able to negotiate a possibility of interrupting access – ex. reconstructing their concrete apron entrance – with prior coordination. The Hillsdale Drive Extension contract documents have included a provision that the contractor will be charged this liquidated damage fee if access is impeded by their activities. This fee is only applicable during construction of the roadway project.

City staff believes this is a reasonable accommodation to protect the USPS's interests while allowing for them to voluntarily provide property rights for the construction of Hillsdale Drive

Extension. The City is unable to acquire these rights without their permission – cannot file certificate for condemnation – as the USPS is a federal agency.

Community Engagement: A Design Public Hearing was held on November 16, 2010 to illustrate and discuss the proposed right of way impacts for Hillsdale Drive Extension – which included the United States Postal Service Parcel. Additional public and Stakeholders Committee meetings have been held to discuss the project, its design features and its progress.

Alignment with City Council’s Vision and Strategic Plan: Approval of this agenda item upholds the City’s commitment to create “a connected community” by improving upon our existing transportation infrastructure by constructing a new multi-modal roadway with a 5’ wide sidewalk, 8-10’ shared use path and in street sharrows.

Budgetary Impact: In addition to the cost of staff time to administer this settlement, the project will compensate USPS a total of \$405,944 for both easements. This expense is composed of 98% state/federal funding and 2% local match. Maintenance responsibilities and liability exposure would increase with the acceptance of 18,504 square feet of the Permanent Roadway Easement. The subject land to be conveyed currently is not taxable as it is owned by the Federal Government.

Recommendation: The requested conveyance of land from the United States Postal Service is integral to construction of the Hillsdale Drive Extension project. Staff recommends approval of the signature resolution.

Alternatives: N/A

Attachments:

Easement for Temporary Construction
Right of Way Easement Deed

RESOLUTION

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that this Council hereby authorizes the City Manager, or his designee, to sign the following documents, in form approved by the City Attorney:

1. Easement for Temporary Construction between the City of Charlottesville (City) and the United States Postal Service (USPS), dated _____, 2016, for the Hillsdale Drive Extension, State Highway Project U000-104-119, R201.

2. Permanent Right of Way Easement between the City of Charlottesville (City) and the United States Postal Service (USPS), dated _____, 2016, for the reconstruction, operation and maintenance of the Hillsdale Drive Extension, State Highway Project U000-104-119, R201.

EASEMENT FOR TEMPORARY CONSTRUCTION

THIS EASEMENT FOR TEMPORARY CONSTRUCTION (the "TCE") made and entered into on the _____ day of _____, 20____, by and between the United States Postal Service ("USPS,") an independent establishment of the executive branch of the United States Government (39 U.S.C. § 201), ("Grantor,") with its principal place of business being located at 475 L'Enfant Plaza, SW, Room 6670 in Washington, DC 20260-1862 and the City of Charlottesville, Virginia, a municipal corporation("Grantee.")

RECITALS

A. WITNESSETH that the Grantor is the owner of a tract of land in the City of Charlottesville located at 1155 Seminole Trail in Charlottesville, VA 22906 (the "Grantor's Parcel¹"), and legally described in Exhibit A, attached hereto and incorporated herein, through which the City of Charlottesville and the Virginia Department of Transportation (VDOT) are planning to build State Highway Project U000-104-119, R201, Hillsdale Drive Extension, which begins 0.106 miles north of Greenbrier Drive in Albemarle County and ends at Hydraulic Road in the City of Charlottesville ("the Project.") This Project will enhance the area's multi-modal transportation network by providing safe and functional access for local trips generated outside and parallel to the Route 29 business corridor and will improve access to commercial businesses. The proposed Project will extend along the eastern portion of the Grantor's Parcel and provide turn lanes, on-road bike lanes, a shared use path, sidewalks and related improvements. Hereinafter, reference to "Project" shall specifically denote the Project as it may impact the Grantor's Parcel.

B. The Grantee has determined that a temporary construction easement ("TCE") over the Grantor's Parcel ("TCE Area"), legally described in Exhibit B attached hereto and incorporated herein, and is shown in Exhibit C, attached hereto and incorporated herein, is reasonably necessary for additional construction, re-paving and re-sloping along with the relocation and reinstallation of improvements as impact and required for the construction of the Hillsdale Drive Extension.

C. Subject to and in accordance with the terms set forth below, Grantor has agreed to the transfer the rights to Easement Area to the Grantee.

AGREEMENTS

For and in consideration of the sum of Fifty thousand, forty-nine dollars (\$50,049) and good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee, agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. Grant of TCE. Grantor hereby grants, bargains, sells and conveys to the Grantee, a temporary construction easement on, over, under and across in the TCE Area for the purposes set forth below in Paragraph 3.
3. Purpose of the TCE. The TCE granted herein shall be for the purposes of cuts and fills for slopes; the demolition and repaving of the rear entrance in the northeast corner of the Grantor's Parcel; the demolition and reconstruction of the concrete island located in the rear parking lot, which shall include relocating the signs and lamp posts and re-installing the 10 foot long

¹ Grantor, United States Postal Service, acquired Grantor's Parcel from United States of America at Transfer of Properties, 36 Fed. Reg. 17917 (1971).

retaining wall; and replacement of any trees damaged by the Grantee in its activities pursuant to this Easement, (hereinafter referred to as "Construction Activities"). All improvements contained within the TCE, outside of the permanent easement, will be owned and maintained by the Grantor after construction and the warranty period.

4. All Construction Activities shall be performed by Grantee and its contractors in full compliance with the attached Construction Rider, attached hereto and incorporated herein as Exhibit D and all applicable local, state or federal statutes, rules, regulations, orders, codes, directives, or ordinances and any binding judicial or administrative interpretations thereof or requirements thereunder; and, Grantee shall obtain all necessary local, state or federal permits, licenses and approvals necessary for the performance of such Construction Activities work.
5. Prior to the removal of any of the existing security fence within the TCE Area or previously within the Grantor's Parcel, the Grantee shall install temporary security fencing to the specifications and satisfaction of the Grantor, which temporary security fencing shall be equal in height and coverage to the existing security fence. Specifically, temporary construction fencing shall be at least 6 feet in height with posts being no more than 6 feet apart, preferably 9 gauge steel wire with no more than 2" mesh fabric chain link, which is the same standard as current postal design. Grantee shall maintain such temporary security fencing until the Grantee installs the permanent fencing. Within 30 days following completion of the construction within the TCE Area, Grantee shall install permanent security fence at an approved location and to the specifications and satisfaction of the Grantor. In the event Grantee fails to comply with the terms of this paragraph 5, Grantor shall, having given Grantee notice and opportunity to cure, have the right to perform such work as required by the terms of this paragraph 5 and shall further have the right to recover its costs from the Grantee.
6. Restoration. All the areas used shall be restored to the same condition that existed prior to the execution of this TCE and left in a neat and workmanlike manner.
7. The trees adjacent to TCE Area on the Grantor's Parcel may be damaged during the construction. Pursuant to the Construction Rider, Grantee shall replace any such trees damaged during construction.
8. Grantor reserves the right to use the TCE Area for any purpose not inconsistent with the rights herein granted. Except with the prior written consent of the Postmaster or his or her designee, Grantee agrees throughout the duration of this TCE and Project to provide the Grantor, its employees, customers, and the public with continual and uninterrupted access to the Grantor's Parcel, Pursuant to this paragraph, Grantee agrees specifically, but not limited to, the following:
 - Not to interfere with access to and from Seminole Trail via the driveway located in the northeast corner of the Grantor's Parcel
 - To give the Postmaster or his or her designee two (2) weeks' notice before any construction within the TCE Area commences; and,
 - To coordinate with the Postmaster or his or her designee to mitigate any impact to operations on the Grantor's Parcel and keep him or her updated on the schedule for all work on the Project that could have potential to impact USPS operations. Upon written request by the Grantee, the Grantor may approve short term interruptions to access during reconstruction of the entrance and other construction activities. The Grantee's request shall be delivered to the Postmaster no less than seven (7) calendar days in advance of the proposed interruption. To be considered for approval the request must include the anticipated date, time and duration of the proposed interruption; demonstrate an avoidance of the peak hours of access as identified by the Postmaster; and propose mitigation measures, if necessary, to limit the impacts to Grantor's access and operations.

9. In the event Grantee deviates from the terms of any written consent by the Postmaster or his or her designee, or in the event the Grantee otherwise breaches its obligations in paragraph 8, Grantee will pay to the Grantor liquidated damages in the amount of \$10,000 per day for each day, or any part thereof, in which the Grantor, its employees or contractors, customers, or any member of the public are not able to gain access to the Grantor's Parcel due to the actions of Grantee, its agents, servants, employees, invitees, or contractors. The parties agree that quantifying losses arising from Grantee's breach is inherently difficult and further stipulate that the agreed upon sum is not a penalty but rather a reasonable measure of damages.
10. Grantee shall be responsible for proper construction, maintenance and repair of any improvements it makes within the TCE Area, including, but not limited to, the paving, grading, reinstallation of the retaining wall, relocation of any improvements and landscaping. Grantee shall also be responsible for repair and maintenance of its equipment and any and all costs related thereto. Further, such maintenance and repair responsibility shall also include but not be limited to repair to all improvements, snow removal, landscaping, grading, paving and removal of all trash and debris caused by Grantee's exercise of its rights under this TCE. In the event the Grantee fails in its responsibility to maintain and repair the TCE Area as set forth above, upon reasonable notice and opportunity to cure, Grantor shall have the right to perform such maintenance or repair, and shall further have the right to recover its costs from the Grantee, their respective heirs, successors and assignees. All improvements contained within the TCE, outside of the permanent easement, will be owned and maintained by the Grantor after construction and the warranty period.
11. Insurance or Self-Insurance. Grantee, and/or its contractors, at their sole cost and expense, shall maintain and keep in effect during any and all construction or work activities within the TCE Area insurance against claims for personal injury (including death) or property damage, under a policy of comprehensive general public liability insurance, with such limits (through basic coverage plus umbrella coverage) as may be reasonably requested by Grantor from time to time, but not less than \$1,000,000 in respect of bodily injury (including death) and property damage, which amounts shall be adjusted upon reasonable request of Grantor from time to time to amounts which are normal and customary for similar operations. Such policies of insurance shall name Grantor as an additional insured. The policy shall provide that it shall not be cancelable nor may it expire without at least thirty (30) days' prior written notice to Grantor. Prior to the commencement of the construction under the TCE, there shall be delivered by to Grantor a certificate of the insurance carrier certifying that the policy so delivered has been issued and is in effect and the duration thereof. At least thirty (30) days before any policy shall expire (10 days for non-payment of premium), Grantee shall deliver to Grantor a replacement certificate, and at least twenty (20) days prior to the date that the premium on any policy shall become due and payable, Grantor shall be furnished with satisfactory evidence of its payment. Grantee shall provide Grantor evidence of such insurance coverage upon request.
12. Grantee, by acceptance of this TCE, agrees for and on behalf of itself and all persons who may at any time use, occupy, visit or maintain said TCE herein granted to the Grantee, that the Grantor, its successors and assigns shall not be responsible for damages, loss to property, injuries or death, which may arise from or be incident to the use and occupation of the TCE Area, nor for damages, loss to property, injuries or death to others who may be on said premises at the Grantee's invitation.
13. Grantee, by acceptance of this TCE, to the extent permitted by Virginia law, agrees to defend, indemnify and hold the Grantor harmless against any and all claims, demands, damages, costs, expenses, and legal fees for any loss, injury, death, or damage to persons or property which at any time is suffered or sustained by Grantor, its employees, the public, or by any person whosoever may at any time be using, occupying, visiting, or maintaining the property that is the subject of said TCE, or be on or about the property that is the subject of said TCE, when such loss, injury, death, or damage is asserted to have been caused by any negligent act or omission or intentional misconduct of the Grantee or its agents, servants, employees, invitees, or

contractors. In case of any action or proceeding brought against the Grantor, by reason of such a claim, upon notice from the Grantor, Grantee covenants to defend such action or proceeding. Grantor shall not be liable and the Grantee waives and releases the Grantor from all claims for damage to persons or property sustained by the Grantee or its employees, agents, servants, invitees, contractors, or customers resulting by reason of the use of the TCE. Nothing herein shall be construed as a waiver of Grantee's sovereign immunity.

14. **Applicable Law.** Any claim, controversy or dispute arising out of this TCE shall be governed by applicable federal law.
15. **Duration of Easement.** This TCE shall expire on the project's substantial completion date and completion of all punch list items or April 30, 2018 whichever is earlier.
16. **The Grantor does not warrant that the TCE Area is suitable for the purpose of installation of said utility and Grantee hereby waives any express or implied warranty on the part of Grantor. Grantor has no knowledge of subsurface conditions and makes no representations as to soil types, existence of underground utilities, or any other latent conditions that may impact Grantee's use and enjoyment of said TCE.**
17. **This TCE is granted subject to any and all restrictions, covenants, other easements, encumbrances, liens of any kind, leases, and interests of others, including rights of way for roads, pipelines, railroads, and public utilities, whether or not matters of public record.**

TO HAVE AND TO HOLD the aforesaid TCE and all privileges and appurtenances thereunto belonging to the said Grantee for the term set forth herein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, or if corporate, has caused this instrument to be signed in its name by its duly authorized contracting officer affixed the day and year first above written.

Signature Pages to Follow

Exhibit A

STATE TAX \$ _____
 CITY TAX \$ _____
 TRANS. \$ 1.00
 FEE \$ 8.00
 PLAT \$ 2.00
 SEC. 58-59/65 712.00
 TOTAL \$ 723.00

BOOK 324 PAGE 388

THIS DEED, made this 11th day of March, 1971, by and between EUNICE S. MICHIE, single, and CLAY M. PEYTON and RUTH N. PEYTON, his wife, parties of the first part; and UNITED STATES OF AMERICA and its assigns, party of the second part;

WITNESSETH:

That for and in consideration of the sum of Seven Hundred Eleven Thousand Nine Hundred Dollars (\$711,900.00), cash in hand paid, receipt of which is hereby acknowledged, the parties of the first part do hereby grant and convey with General Warranty and English Covenants of Title unto the United States of America and its assigns, all that certain land situate in the City of Charlottesville, Virginia, described as follows:

Beginning at a concrete monument on the East margin of U.S. Route 29, being the Southwest corner of Alvin Clements, et als, thence with the East margin of U.S. Route 29, S 35° 14' 50" W 100.19 feet to a concrete monument, thence continuing along said street margin S 32° 20' 05" W 539.81 feet to a point on said street margin in a branch, said point being N 32° 20' 05" E 8.76 feet from a concrete highway monument, thence leaving U.S. Route 29 S 56° 14' 03" E 20.00 feet to a steel pin, thence continuing the same course 609.81 feet (for a total distance of 629.81 feet) to a concrete monument, a corner with Clay M. Peyton, thence N 35° 21' 06" E 640.00 feet to a concrete monument, a corner with Clay M. Peyton thence with Clay M. Peyton and Alvin Clements N 56° 13' 49" W 658.41 feet to the point of beginning. Containing 413,461 square feet being the Northeast portion of the Clay M. Peyton property and shown as Parcel D-1 on the plat of Huffman-Foster and Associates dated December 19, 1969, attached to and to be recorded with this deed.

Being part of property acquired by Eunice S. Michie and Clay M. Peyton under the will of Mollie M. Peyton dated August 15, 1922, probated July 18, 1933, W.B. 35, p. 231, under the will of Grace Coleman Michie dated October 29, 1921, probated January 8, 1929, W.B. 34, p. 280, and

*To same
 as assigned
 for delivery to
 U.S.A.*

MICHAEL AND DENT
 LAW OFFICES
 CHARLOTTESVILLE, VA.

Exhibit A

BOOK 324 PAGE 389

-2-

Deed of Partition dated August 1, 1941, D. B. 252, p. 66, under the will of Henry Clay Michie dated April 23, 1924, probated January 31, 1925, W. B. 33, p. 293, and Deed from Winston T. Michie to Eva S. Michie dated January 20, 1936, D. B. 230, p. 371. 393

The above described property is acquired for and on behalf of the Post Office Department of the United States of America.

SUBJECT, HOWEVER, to any easements, rights-of-way or restrictions of record.

Witness the following signatures and seals:

Eunice S. Michie (SEAL)
Eunice S. Michie

Clay M. Peyton (SEAL)
Clay M. Peyton

Ruth N. Peyton (SEAL)
Ruth N. Peyton

STATE OF VIRGINIA:

COUNTY OF ALBEMARLE, to-wit:

I, Magnum D. Scott, Jr., a Notary

Public for the County aforesaid, in the State of Virginia, whose commission expires on the 4th day of August, 1974, do hereby certify that Eunice S. Michie and Clay M. Peyton and Ruth N. Peyton, whose names are signed to the foregoing DEED, bearing date on the 11th day of March, 1971, have, and each has, acknowledged the same before me in my State and County aforesaid.

Given under my hand this 18th day of March,

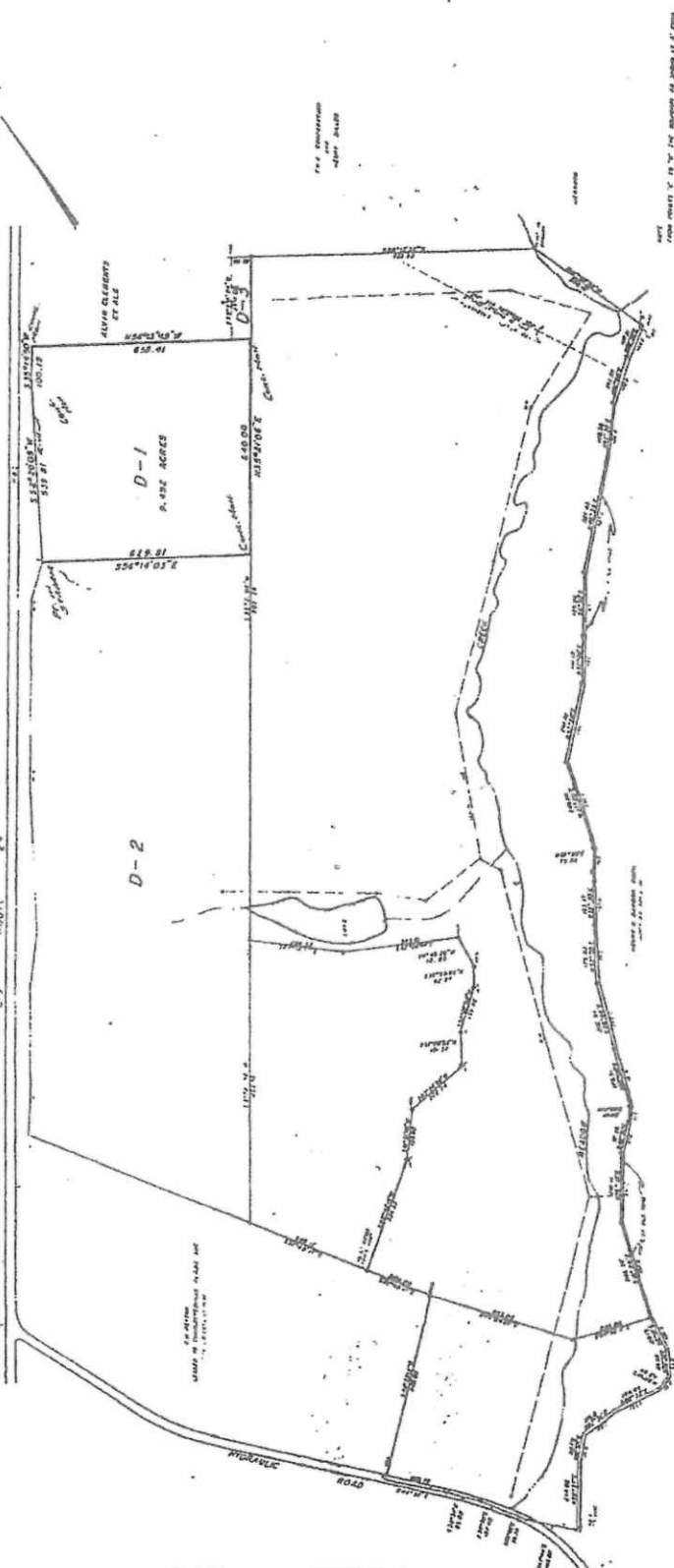
1971.

Magnum D. Scott, Jr.
Notary Public

MICHAEL AND DENT
LAW OFFICES
CHARLOTTESVILLE, VA.

Exhibit A

BOOK 324 PAGE 390



PLAT SHOWING
 A DIVISION OF TRACT 'D'
CLAY M. PEYTON PROPERTY
 CHARLOTTEVILLE, VIRGINIA
 DEC. 19, 1929

GRAPHIC SCALE 1" = 100 FEET

HUFFMAN - FOSTER & ASSOCIATES
 CIVIL ENGINEER AND LAND SURVEYING
 CHARLOTTEVILLE, VIRGINIA

FILE 448

VIRGINIA: In the Clerk's Office of the Corporation Court of the City of Charlottesville.

The foregoing instrument of writing, together with certificate of acknowledgment thereto annexed, was presented and admitted to record on the 22nd day of March, 1931, at 12:52 o'clock, P.M. The taxes imposed by 58-54.1 in the amount of \$ 712.00 have been paid.

Testes
Carl C. Heinrich Clerk

**Temporary Construction Easements
U.S. Postal Service
1155 Seminole Trail
Charlottesville, Virginia 22906
Page 1 of 2
April 7, 2015**

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENTS CONVEYED BY UNITED STATES POSTAL SERVICE, (USPS), GRANTOR, TO THE CITY OF CHARLOTTESVILLE, GRANTEE, FOR HILLSDALE DRIVE EXTENSION, STATE HIGHWAY PROJECT U000-104-119, R201, (UPS 60233), IN THE CITY OF CHARLOTTESVILLE, VIRGINIA.

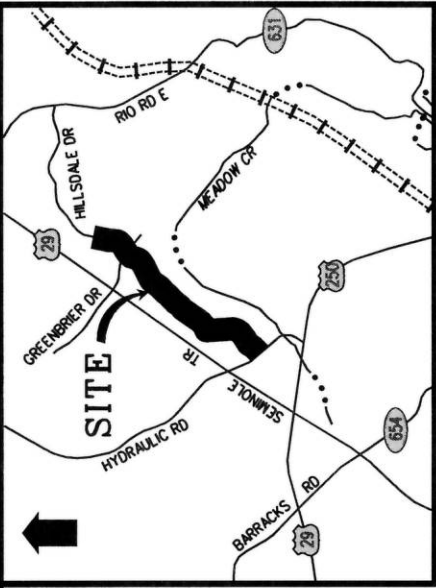
PARCEL 010: – Being as shown on the plats (Sheets 1 of 3 through 3 of 3) of the plans for Hillsdale Drive Extension, State Highway Project U000-104-119, R201, (UPC 60233), said plats titled “PLAT SHOWING PROPOSED EASEMENTS ON THE PROPERTY OF UNITED STATES OF AMERICA, U. S. POSTAL SERVICE, CITY OF CHARLOTTESVILLE, VIRGINIA, PREPARED BY NXL, INC., DATED APRIL 3, 2015, with the point of beginning for the area designated as Proposed Temporary Construction Easement For Entrance for the proper construction of the project, lying at the intersection of the northeast property line of USPS, the southwest property line of Pepsi-Cola Bottling Co-Central VA and lying adjacent to the proposed permanent roadway easement area, thence, along the following courses: S38°51’23”W, 48.18 feet; S37°3’39”E, 11.79 feet to a point, thence, N84°16’24”W, 20.94 feet; thence, N84°16’24”W, 13.43 feet to a point, thence, N36°17’7”E, 48.52 feet to a point; thence, N71°19’44”E, 34.60 feet to a point on the northeast property line of USPS; thence, S56°17’28”E, 12.06 feet to the point of beginning and containing 1,797 square feet (0.0413 acre), more or less; and also with the point of beginning for the area designated as Proposed Temporary Construction Easement for the proper construction of the project, lying at the intersection of the south USPS property line, the southwest corner of the proposed permanent roadway easement and the north property line of Towers Limited

**Temporary Construction Easements
U.S. Postal Service
1155 Seminole Trail
Charlottesville, Virginia 22906
Page 2 of 2
April 7, 2015**

EXHIBIT B (continued)

Partnership, et al.; thence, along the following courses: N56°16'46"W, 12.91 feet to a point; thence, N33°26'46"E, 96.46 feet; N33°3'17"E, 85.50 feet; N33°49'52"E, 53.22 feet to a point; thence, S55°27'58"E, 43.39 feet to a point; thence, N49°16'59"E, 60.08 feet; N48°23'49"E, 28.34 feet; N69°10'42"E, 27.27 feet; N47°26'37"E, 41.57 feet; N35°17'19"E, 45.28 feet; N33°39'28"E, 80.54 feet; N6°8'40"E, 18.03 feet; N35°8'35"E, 46.13 feet to a point; thence, S84°16'24"E, 20.94 feet to a point; thence, S37°3'39"W, 9.63 feet to a point; thence, S35°19'12"W, 151.54 feet; S39°13'37"W, 42.72 feet; S47°2'26"W, 42.72 feet; thence, S55°33'25"W, 25.81 feet; S52°47'59"W, 35.09 feet; S47°4'52"W, 35.09 feet; S41°21'45"W, 35.09 feet; S35°38'39"W, 35.09 feet; S46°14'52"W, 55.83 feet; S45°46'18"W, 42.06 feet; S7°47'19"E, 4.29 feet; S67°15'2"W, 9.93 feet; S26°5'42"W, 9.24 feet; S47°50'10"W, 59.39 feet to the point of beginning and containing 12,141 square feet (0.2787 acres), more or less.

For a more particular description of the easements herein conveyed, reference is made to the photocopies of the said plats (sheets 1 of 3 through 3 of 3), showing outline in RED the permanent roadway easement and in ORANGE the temporary construction easements and recorded simultaneously herewith in the State Highway Plat Book and the City of Charlottesville Deed Book.



VICINITY MAP
N.T.S.

Exhibit C

PROJECT NO. U000-104-119, RW-201

PLAT SHOWING PROPOSED EASEMENTS
ON THE PROPERTY OF

UNITED STATES OF AMERICA
U.S. POSTAL SERVICE

CITY OF CHARLOTTESVILLE, VIRGINIA

PREPARED BY:



Engineers, Surveyors
Construction Managers
114 east cary street, suite 200
richmond, virginia 23219
(804) 644-4600

FILE NAME	SCALE	DATE	UPC NO.	SHEET
010-41C002000	N.T.S.	APRIL 3, 2015	60233	1 of 3

REVISION: _____ DATE: _____

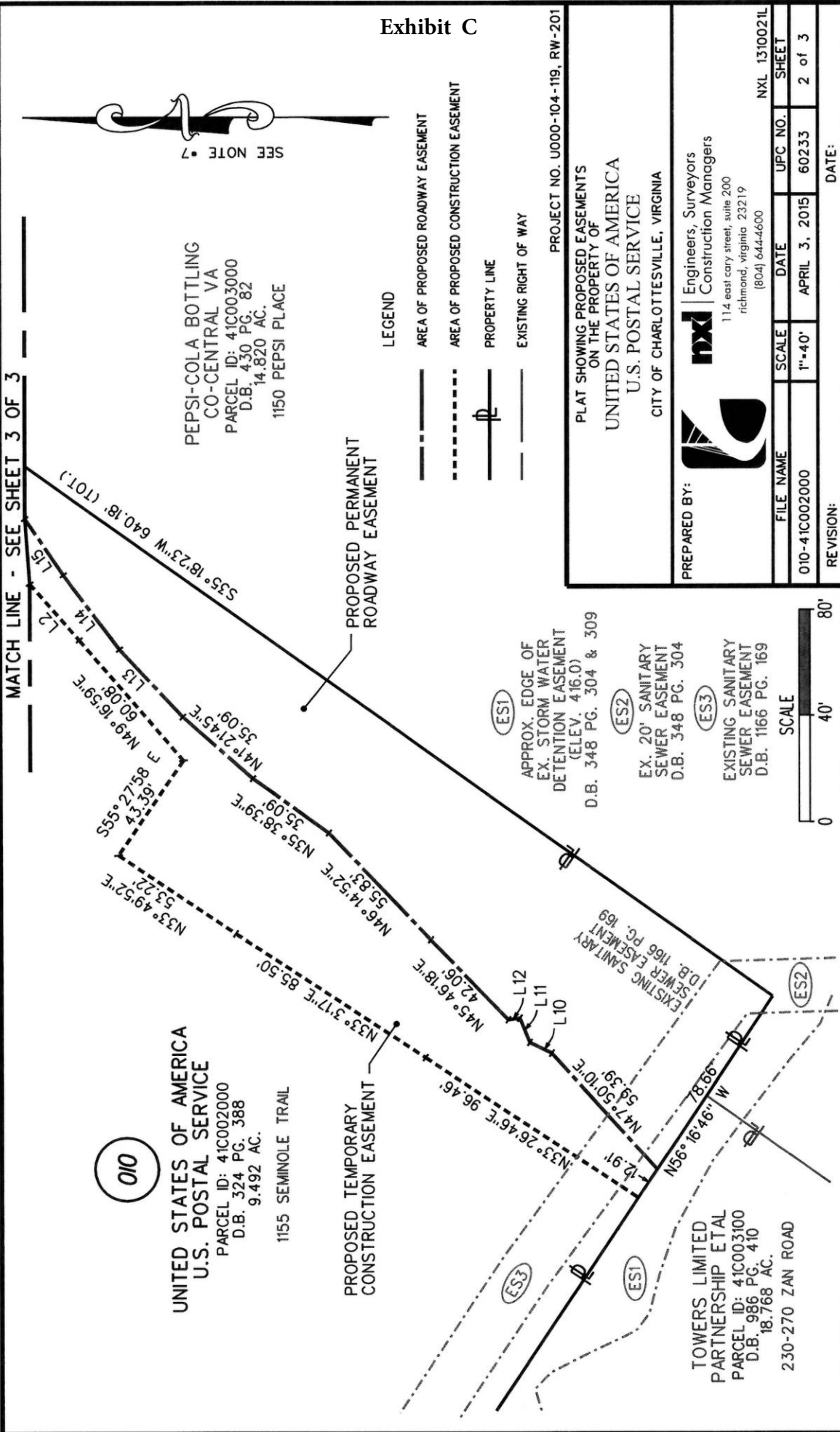
LINE DATA TABLE		
	BEARING	DIST.(FT.)
L11	N67° 15'2"E	9.93
L12	N7° 47'19"W	4.29
L13	N47° 4'52"E	35.09
L14	N52° 47'59"E	35.09
L15	N55° 33'25"E	25.81
L16	N47° 2'26"E	42.72
L17	N39° 13'37"E	42.72
L18	N84° 16'24"W	20.94
L19	N37° 3'39"E	9.63
L20	N37° 3'39"E	11.79

LINE DATA TABLE		
	BEARING	DIST.(FT.)
L1	-	-
L2	N48° 23'49"E	28.34
L3	N69° 10'42"E	27.27
L4	N47° 26'37"E	41.57
L5	N6° 8'40"E	18.03
L6	N84° 16'24"W	13.43
L7	N71° 19'44"E	34.60
L8	S56° 17'28"E	12.06
L9	S56° 17'28"E	0.84
L10	N26° 5'42"E	9.24



- NOTES
1. THIS PLAT MEETS THE MINIMUM PLAT STANDARDS OF THE VA DPOR APELSCIDLA REGULATIONS.
 2. THIS COMPILED PLAT WAS PREPARED TO SHOW THE ACQUISITIONS NOTED, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY HEREON.
 3. ALL THE PROPERTIES PHYSICAL IMPROVEMENTS ARE NOT SHOWN.
 4. ACQUISITIONS SHOWN ARE BASED ON FILES PROVIDED BY MCCORMICK TAYLOR, RECEIVED ON 1/26/15 AND 3/11/15.
 5. THIS COMPILED PLAT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY HEREON.
 6. NO DESIGNATION OR LOCATION OF SUBSURFACE UTILITIES WAS PERFORMED DURING THE PREPARATION OF THIS PLAT.
 7. MERIDIAN SOURCE: VA STATE PLANE, SOUTH ZONE, GRID NORTH
 8. PROPERTY ACRES, IF PROVIDED, ARE BASED ON INFORMATION PROVIDED BY THE CITY OF CHARLOTTESVILLE TAX ASSESSOR'S OFFICE, AND MAY NOT AGREE WITH COMPUTED AREAS OR RECORDED DEEDS.

Exhibit C



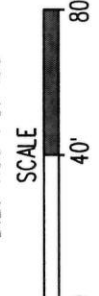
PEPSI-COLA BOTTLING
CO-CENTRAL VA
PARCEL ID: 41C003000
D.B. 430 PG. 82
14.820 AC.
1150 PEPSI PLACE

UNITED STATES OF AMERICA
U.S. POSTAL SERVICE
PARCEL ID: 41C002000
D.B. 324 PG. 388
9.492 AC.
1155 SEMINOLE TRAIL

TOWERS LIMITED
PARTNERSHIP ET AL
PARCEL ID: 41C003100
D.B. 986 PG. 410
18.768 AC.
230-270 ZAN ROAD

LEGEND
 - - - - - AREA OF PROPOSED ROADWAY EASEMENT
 - - - - - AREA OF PROPOSED CONSTRUCTION EASEMENT
 = = = = = PROPERTY LINE
 - - - - - EXISTING RIGHT OF WAY

ES1 APPROX. EDGE OF EX. STORM WATER DETENTION EASEMENT (ELEV. 416.0) D.B. 348 PG. 304 & 309
 ES2 EX. 20' SANITARY SEWER EASEMENT D.B. 348 PG. 304
 ES3 EXISTING SANITARY SEWER EASEMENT D.B. 1166 PG. 169



MATCH LINE - SEE SHEET 3 OF 3

010

SEE NOTE 7

PROJECT NO. U000-104-119, RW-201

PLAT SHOWING PROPOSED EASEMENTS ON THE PROPERTY OF
 UNITED STATES OF AMERICA
 U.S. POSTAL SERVICE
 CITY OF CHARLOTTESVILLE, VIRGINIA

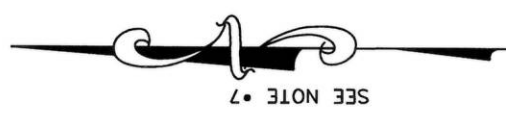
PREPARED BY: **nxd** Engineers, Surveyors
 Construction Managers
 1114 east cary street, suite 200
 richmond, virginia 23219
 (804) 644-4600

FILE NAME	SCALE	DATE	UPC NO.	SHEET
010-41C002000	1"=40'	APRIL 3, 2015	60233	2 of 3

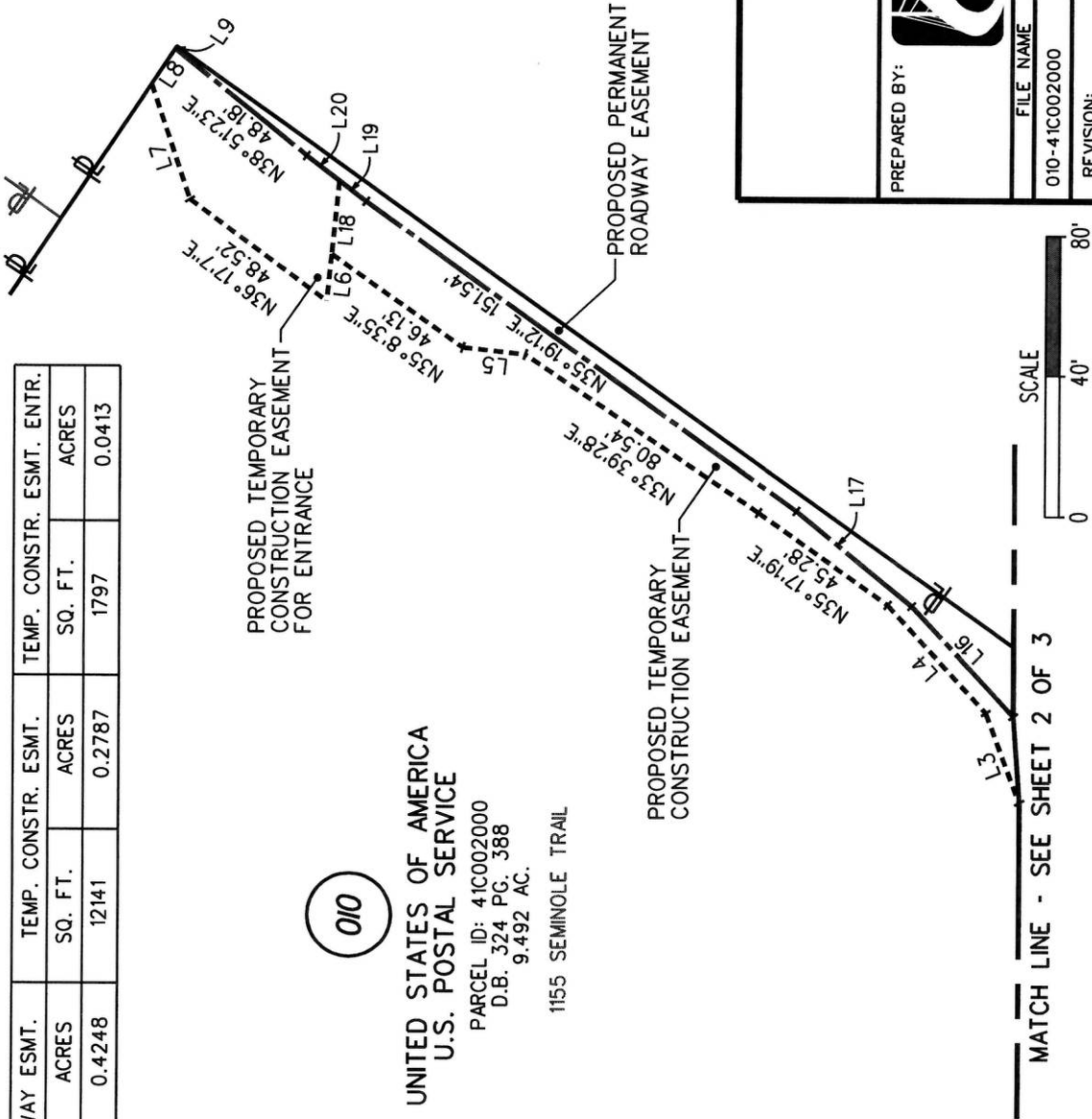
REVISION: _____ DATE: _____

Exhibit C

EX. 20' SANITARY
SEWER EASEMENT
D.B. 335 PG. 440



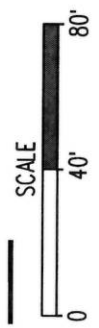
PEPSI-COLA BOTTLING
CO-CENTRAL VA
PARCEL ID: 41C003000
D.B. 430 PG. 82
14.820 AC.
1150 PEPSI PLACE



PERM. ROADWAY ESMT.		TEMP. CONSTR. ESMT.		TEMP. CONSTR. ESMT. ENTR.	
SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES
18504	0.4248	12141	0.2787	1797	0.0413

010


UNITED STATES OF AMERICA
U.S. POSTAL SERVICE
PARCEL ID: 41C002000
D.B. 324 PG. 388
9.492 AC.
1155 SEMINOLE TRAIL



MATCH LINE - SEE SHEET 2 OF 3

PROJECT NO. U000-104-119, RW-201

PLAT SHOWING PROPOSED EASEMENTS
ON THE PROPERTY OF
UNITED STATES OF AMERICA
U.S. POSTAL SERVICE
CITY OF CHARLOTTEVILLE, VIRGINIA

PREPARED BY:  **nxd** Engineers, Surveyors
Construction Managers
114 east cary street, suite 200
richmond, virginia 23219
(804) 644-4600

FILE NAME	SCALE	DATE	UPC NO.	SHEET
010-41C002000	1"=40'	APRIL 3, 2015	60233	3 of 3

REVISION: _____ DATE: _____

NXL 1310021L

**EXHIBIT D
EASEMENT CONSTRUCTION RIDER**

This Rider is to the foregoing Temporary Construction Easement (TCE) Agreement. If there is any inconsistency between the terms of this Rider and the terms of the TCE Agreement, the terms of this Rider shall prevail.

1. The Construction Activities shall be performed by Grantee in accordance with standard industry practice and Final Plans as referenced below. Grantee shall be responsible for design, construction and all costs related thereto of the Construction Activities. Grantee shall also provide construction oversight during the period of performance of the Construction Activities to ensure that the Construction Activities are completed in compliance with the terms of this Easement Construction Rider (“Construction Rider” and “Rider.”)

2. Specifically with regard to the replacement of any trees damaged in the course of completion of the Construction Activities, Grantee shall replace any such damaged tree(s) which fail to thrive during first 18 months after expiration of the TCE. Grantee shall replace such damaged trees with trees of the same type as the damaged trees. Further, Grantee shall be responsible for the health of the replacement trees for one year after they are planted.

3. Final Plans. Within four (4) months of execution of the TCE Agreement, Grantee shall provide USPS with final plans, drawings, specifications and details showing the 100% design and a construction schedule, of the Project with specific impacts to the Grantor’s Parcel and including storm water flow calculations used to determine pipe dimensions and grading plans (“Final Plans”), and incorporating mitigation measures to accommodate and maintain continuous operation by USPS at the facility, for approval by USPS. The construction schedule shall provide that performance of the Construction Activities shall be completed by April 30, 2018, unless otherwise modified or extended in writing by both parties. In the event USPS requires reasonable changes to any or all the Final Plans, Grantee shall incorporate such changes. If the Grantee changes the Final Plans specific to the Grantor’s Parcel, Grantor will provide review comments within two weeks. Final Plans and changes to Final Plans will be deemed approved if comments from Grantor are not received within three weeks. Approval by Grantor will not be unreasonably withheld and either party can request an extension with good cause.

3. Notice to Proceed. The Grantor’s approval of the Final Plans will constitute notice to the Grantee to proceed with the work.

4. Construction Schedule. Once Grantee receives approval of Final Plans, Grantee shall proceed with construction in accordance with the construction schedule. Unless otherwise provided in this Construction Rider, said Construction Activities, shall be completed to the reasonable satisfaction of the USPS no later than April 30, 2018, unless otherwise modified or extended in writing by both parties.

5. Bonds. Grantee shall require that its contractor to post a Performance Bond and Payment Bond (“Bonds”) in a minimum of \$1,000,000, and that Grantee shall submit to USPS copies of such bonds at least thirty (30) days before construction begins. No work or services under this Agreement may be commenced until required bonds have been furnished and the Grantee has received written notice from the Contracting Officer or his or her designee that the bond is acceptable. In the event Grantee fails or refuses to provide the Bond as defined herein, the TCE shall terminate at no cost to the USPS.

6. Termination for Default

a. If Grantee refuses or fails to begin construction within the timeframes and provisions specified by this Construction Rider, or to prosecute the work with such diligence as will ensure its completion within the time specified in this Construction Rider, or any extension thereof, or fails to complete said work within such time, unless extended, Grantee shall be in default.

b. In the event of Grantee’s default, USPS shall provide written notice of the default to Grantee. USPS shall include details as to the facts and circumstances constituting Grantee’s default.

c. Upon receipt of the written notice indicated in **Section 6(b)** Grantee shall have 14 days to cure such default provided, however, that if upon receipt of the notice of default Grantee promptly and diligently works to cure the default, Grantee may request an additional reasonable amount of time to cure if, given the nature and extent of the default, the cure cannot be accomplished in the first 14 days, approval of which Grantor shall not unreasonably withhold.

d. If Grantee fails to cure such default, USPS may terminate the TCE for default. Upon such termination for default, USPS may complete the Construction Activities and recover all of its costs from the Grantee.

e. Grantee’s right to proceed shall **not** be so terminated nor Grantee charged with resulting damage if:

i. The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of Grantee, including but not restricted to acts of God, acts of the public enemy, acts of Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the USPS, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both Grantee and such subcontractors or suppliers, (inability to comply with state, city, or local construction or zoning

laws or ordinances, or with restrictive covenants, shall not be regarded as an unforeseeable cause); and

ii. Grantee notifies the Grantor's Contracting Officer (or their designated representative) in writing of the causes of delay within 5 days of the beginning of such delay.

f. In the event of a dispute regarding paragraph 6, Grantee shall submit to the Grantor's Contracting Officer evidence in support of Grantee's position.

g. Upon receipt of the documentation referenced in paragraph f above, the Grantor's Contracting Officer (or their designated representative) in his/her reasonable discretion agrees to ascertain the facts and issue the Grantor's Contracting Officer final decision in the event the default is conclusive on the Parties that is subject to appeal as provided in the clause of this contract entitled "Claims and Disputes" and the Contract Disputes Act, 41 U.S.C. §7101, et. seq. (the "CDA").

h. Pending final decision on an extension of time hereunder, the Licensee must proceed diligently with the performance of this Construction Rider and in accordance with the Grantor's Contracting Officer (or their designated representative)'s decision. Inability to comply with state, city, or local construction or zoning laws or ordinances, or with restrictive covenants, shall not be regarded as an unforeseeable cause.

i. The rights and remedies of the USPS provided in this clause are in addition to any other rights and remedies which may be available to the USPS by law or under this Temporary Construction Easement.

7. Inspection

a. Grantee must, without charge to USPS, replace any material, correct any workmanship or supply omitted work found by the USPS not to comply with the approved Final Plans, unless in its interest, the USPS consents to accept such material or workmanship or omitted work.

b. The Construction Activities must be accessible at reasonable times and upon reasonable notice for inspection by the authorized representative of the Grantor's Contracting Officer to determine whether contractual requirements are being met during construction and/or acceptance inspection of construction of the facility. Failure of the USPS to identify deficient work or materials shall not shift the responsibility for correction of such deficient work or materials to the USPS.

c. If the Grantee does not replace rejected material, correct rejected workmanship, or supply omitted work after it is given a reasonable time to comply, then in addition to any other remedies

available to it, the USPS have the right to perform such work as required by the Final Plans and shall further have the right to recover its costs from the Grantee.

d. In the absence of a specific agreement, time allowed for completion of any work required under the provisions of this paragraph is limited to sixty (60) days, unless extended by both parties.

8. Safety. Grantee must take proper safety and health precautions to protect the work, the workers, the public and the property of others. Grantee is responsible also for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction that may have been accepted.

9. Site Conditions. Grantee must examine the Grantee Property and be thoroughly acquainted with conditions thereon. The Grantee will be responsible for site conditions including but not limited to subsurface or latent physical conditions or unknown physical conditions.

10. Safety and Health Standards

a. Materials, supplies, articles, or equipment manufactured or furnished under this contract or order must conform to the Occupational Safety and Health Standards (29 CFR 1910) pursuant to authority in the OSHA, and to other safety and health requirements specified in this Construction Rider or order.

b. If no OSHA standard exists, federal or other nationally recognized standards apply. Copies of current OSHA Standards are available from regional and/or area offices of the U. S. Department of Labor, Occupational Safety and Health Administration.

c. If this Construction Rider or order contains a USPS standard and an OSHA standard covering the same general area of applicability, the USPS standard governs and takes precedence, unless the OSHA standard contains more rigorous or stringent safety requirements, in which case the OSHA standard governs and takes precedence.

11. Omissions and Defects. Grantee must complete or correct the omissions or defects from the contract requirements and approved construction plans by the completion date established in **Section 4** herein or extension thereof. If the Grantee fails to complete or correct such omissions or defects, the USPS have the right to perform such work as required by the Final Plans and shall further have the right to recover its costs from the Grantee.

12. Convict Labor. In connection with the work under this contract, the Grantee agrees not to employ any person undergoing sentence of imprisonment, except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c) (2)) and Executive Order 11755, December 29, 1973.

13. Warranty (Construction)

a. If within five (5) years of termination of the temporary construction easement, the USPS finds that warranted work for the Improvements on USPS property needs to be repaired or changed because materials, equipment, or workmanship were inferior, defective, or not in accordance with the Construction Rider, USPS shall notify Grantee of such in writing.

b. Upon receipt of such notice, Grantee shall promptly and without expense to the USPS:

i. Place in a satisfactory condition all of the warranted work;

ii. Satisfactorily correct all damage to equipment, the site, the building, or its contents that is the result of such unsatisfactory work; and

iii. Satisfactorily correct any work, materials, or equipment disturbed in fulfilling the warranty.

c. Should the Grantee fail to proceed promptly in accordance with the warranty, the USPS may have the work performed and recover the cost thereof from the Grantee.

d. This Paragraph 13 shall survive the expiration or termination of the Easement for Temporary Construction.

14. Design and Approval Requirements

a. Unless otherwise exempted within this Construction Rider, Grantee must employ the services of an architect-engineer, who is licensed to practice in the state in which the facility is located, to prepare for the approval of the USPS, complete specifications and working drawings including architectural, structural, mechanical, electrical and site improvement work for the construction of the facility in accordance with all requirements included in this Construction Rider. All final drawings must bear the appropriate registration seal. All fees or charges required for architect/engineer services, for necessary permits or approvals, for connection charges, or for similar fees incidental to construction of the facility must be at Grantee's sole cost and expense.

b. The minimum requirements established by this Construction Rider must not be construed as lowering the standards established by the local, county, or state laws, ordinances, or regulations. When such local, county or state requirements are more stringent than the minimum requirements set forth in this Construction Rider, the more stringent requirements must govern.

c. Approval by the USPS of any drawings and specifications constitutes approval of general arrangement only and is not to be construed as waiving or changing any requirements set forth in this Construction Rider unless a deviation, waiver or other change is specifically identified and approved by the Contracting Officer (or their designated representative).

d. The Grantee must be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating, ventilation, air conditioning, site elements, etc., for the project.

e. Unless otherwise specified, no construction activity at the Grantor's Property may be commenced until Grantee has received written notice from the Contracting Officer (or their designated representative) of approval of the Final Plans. Changes or modifications which may be required during construction shall be approved in writing by the Contracting Officer (or their designated representative) prior to proceeding with such changes, subject to the procedure for approval of changes to the Final Plans set forth in paragraph 3, supra.

15. Changes (Construction). After the Final Plans have been reviewed and approved in accordance with paragraph 3 herein, the Grantor (or his or her designated representative) may, at any time, without notice to any sureties, by written order designated or indicated to be a change order, make reasonable requests for changes in the work within the general scope of the contract s, including changes:

- a. In the specifications (including drawings and designs);
- b. In the method or manner of performance of the work;

Grantee shall implement such requested changes Grantor can show are critical to Grantor's operation at Grantor's parcel. All other requests will be reviewed and incorporated by Grantee if deemed reasonable with a response to Grantor within two weeks of request. Grantor will provide review comments within two weeks. Changes to Final Plans will be deemed approved if comments from Grantor are not received within two weeks. Approval by Grantor will not be unreasonably withheld and either party can request an extension with good cause. The project on the Grantor's land is a portion of a much larger project, and Grantor agrees that after approval of the Final Plans it will make all reasonable efforts to avoid any requests, or any other actions, that would adversely affect the critical path of the Project.

16. Disputes. Any disputes that arise between Grantee and USPS that arise under this Construction Rider of the Agreement shall be subject to the Contract Disputes Act, 41 U.S.C. §7101, et. sseq. (the "CDA").

Space above this line for Recorder's Use

RIGHT OF WAY EASEMENT DEED

This Deed is made on _____ of _____, 2016, by and between the United States Postal Service ("USPS"), an independent establishment of the executive branch of the United States Government (39 U.S.C. § 201), ("GRANTOR"), and the City of Charlottesville, Virginia, a municipal corporation ("GRANTEE"). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

RECITALS

- A. WITNESSETH that the GRANTOR is the owner of a tract of land in City of Charlottesville located at 1155 Seminole Trail in Charlottesville, VA 22906 (the "GRANTOR's Parcel¹"), and legally described in Exhibit A, attached hereto and incorporated herein, through which the City of Charlottesville and the Virginia Department of Transportation (VDOT) are planning to build State Highway Project U000-104-119, R201, Hillsdale Drive Extension, which begins 0.106 miles north of Greenbrier Drive in Albemarle County and ends at Hydraulic Road in the City of Charlottesville ("the Project.") This Project will enhance the area's multi-modal transportation network by providing safe and functional access for local trips generated outside and parallel to the Route 29 business corridor and will improve access to commercial businesses. The proposed Project will extend along the southern portion of the GRANTOR's Parcel and provide turn lanes, on-road bike lanes, a shared use path, sidewalks and related improvements. Hereinafter, reference to "Project" shall specifically denote the Project as it may impact the Grantor's Parcel.
- B. The GRANTEE has determined that a permanent right of way easement ("Easement") over the GRANTOR's Parcel ("Easement Area"), legally described in Exhibit B attached hereto and incorporated herein, and is shown in Exhibit C, attached hereto and incorporated herein, is reasonably necessary for a right of way for the reconstruction, operation and maintenance of the Hillsdale Drive Extension.
- C. Subject to and in accordance with the terms set forth below, GRANTOR has agreed to the transfer certain rights to Easement Area to the GRANTEE.

¹ Grantor, United States Postal Service, acquired Grantor's Parcel from United States of America at Transfer of Properties, 36 Fed. Reg. 17917 (1971).

AGREEMENTS

For and in consideration of the sum of three hundred ninety-four thousand, five hundred ninety-five dollars (\$394,595) and other valuable consideration in hand paid, and the mutual agreements that follow, GRANTOR and GRANTEE agree as follows:

1. GRANTOR does hereby grant to GRANTEE a permanent easement to construct a portion of the 5 foot concrete sidewalk, storm water piping, a portion of the new roadway and bridge and a retaining wall and guardrail and use of the space above and below the established grade line of the highway pavement for construction and other purposes on, over, across, in, and upon the Easement Area not otherwise mentioned but necessary for completing the Project.
2. Prior to the removal of any of the existing security fence within the GRANTOR's Parcel or Easement Area, the GRANTEE shall install temporary security fencing to the specifications and satisfaction of the GRANTOR, which temporary security fencing shall be equal in height and coverage to the existing security fence. Specifically, temporary construction fencing shall be at least 6 feet in height with posts being no more than 6 feet apart, preferably 9 gauge steel wire with no more than 2" mesh fabric chain link, which is the same standard as current postal design. GRANTEE shall maintain such temporary security fencing until the GRANTEE installs the permanent fencing. Within 30 days following completion of the construction within the Easement Area, GRANTEE shall install permanent security fence at an approved location and to the specifications and satisfaction of the GRANTOR. In the event GRANTEE fails to comply with the terms of this paragraph 2, GRANTOR shall, having given GRANTEE notice and opportunity to cure, have the right to perform such work as required by the terms of this paragraph 2 and shall further have the right to recover its costs from the GRANTEE.
3. GRANTEE, and/or its contractors, at their sole cost and expense, shall maintain and keep in effect during any and all construction or work activities within the Easement Area insurance against claims for personal injury (including death) or property damage, under a policy of comprehensive general public liability insurance, with such limits (through basic coverage plus umbrella coverage) as may be reasonably requested by GRANTOR from time to time, but not less than \$1,000,000 in respect of bodily injury (including death) and property damage, which amounts shall be adjusted upon reasonable request of GRANTOR from time to time to amounts which are normal and customary for similar operations. Such policies of insurance shall name GRANTOR as an additional insured. The policy shall provide that it shall not be cancelable nor may it expire without at least thirty (30) days' prior written notice to GRANTOR. Prior to the commencement of the construction under the Easement, there shall be delivered by to GRANTOR a certificate of the insurance carrier certifying that the policy so delivered has been issued and is in effect and the duration thereof. At least thirty (30) days before any policy shall expire (10 days for non-payment of premium), GRANTEE shall deliver to GRANTOR a replacement certificate, and at least twenty (20) days prior to the date that the premium on any policy shall become due and payable, GRANTOR shall be furnished with satisfactory evidence of its payment.
4. GRANTEE shall be responsible for maintenance and repair of the Easement Area, which includes but is not limited to GRANTEE's equipment and improvements, and any and all costs related thereto. Such maintenance and repairs shall include but are not limited to repair, snow removal (excluding sidewalk and driveway entrance), landscaping, grading, paving and removal of all trash and debris caused by GRANTEE 's exercise of its rights under this Easement.
5. GRANTEE, by acceptance of this Easement, agrees for and on behalf of itself, its agents, servants, employees, invitees, and contractors who may at any time use, occupy, visit, or maintain said Easement herein created that the GRANTOR shall not be responsible for damage or loss to property, injuries, or death, which may arise from or be incident to the use and occupation of the Easement as granted herein to GRANTEE, its agents, servants, employees, invitees, and contractors.
6. GRANTEE, by acceptance of this Easement, to the extent permitted by Virginia law, agrees to defend, indemnify and hold the GRANTOR harmless against any and all claims, demands, damages, costs, expenses, and legal fees for any loss, injury, death, or damage to persons or property which at any time is suffered or sustained by GRANTOR, its employees, the public, or by any person whosoever may at any time be using, occupying, visiting, or maintaining the property that is the subject of said Easement, or be on or about the property that is the subject of said Easement, when such loss, injury, death, or damage is asserted to have

been caused by any negligent act or omission or intentional misconduct of the GRANTEE or its agents, servants, employees, invitees, or contractors. In case of any action or proceeding brought against the GRANTOR, by reason of such a claim, upon notice from the GRANTOR, GRANTEE covenants to defend such action or proceeding. The GRANTOR shall not be liable and the GRANTEE waives and releases the GRANTOR from all claims for damage to persons or property sustained by the GRANTEE or its employees, agents, servants, invitees, contractors, or customers resulting by reason of the use of the Easement. Nothing herein shall be construed as a waiver of Grantee's sovereign immunity.

7. GRANTOR reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted. During construction of the Project, GRANTEE specifically agrees that, in addition to any other covenants, terms and conditions contained herein, it will:

- Not interfere with access to and from Seminole Trail via the driveway located in the northeast corner of the GRANTOR's Parcel, except as may be authorized by the Postmaster pursuant to paragraph (8) of the Easement for Temporary Construction between the parties; and
- Give the Postmaster or his or her designee no less than fourteen (14) calendar days of notice before any construction within the Easement Area or Temporary Easement Area commences.

Following construction, the GRANTOR and its employees, customers, and the public will retain the right to use the reconstructed driveway entrance/exit for purposes of access between GRANTOR's Parcel and Hillsdale Drive Extended.

8. In the event Grantee deviates from the terms of any written consent by the Postmaster or his or her designee, or in the event the Grantee otherwise breaches its obligations in paragraph 7 during construction, maintenance, or restoration activities performed by GRANTEE, its agents, servants, employees, invitees, or contractors, GRANTEE will pay to the GRANTOR liquidated damages in the amount of \$10,000 per day for each day, or any part thereof, in which the GRANTOR, its employees or contractors are not able to gain access to the GRANTOR's Parcel due to the actions of GRANTEE, its agents, servants, employees, invitees, or contractors. The parties agree that quantifying losses arising from Grantee's breach is inherently difficult and further stipulate that the agreed upon sum is not a penalty but rather a reasonable measure of damages.

9. If GRANTEE terminates the Easement, the property rights granted to GRANTEE herein shall revert back to the GRANTOR. Further, GRANTEE shall restore any affected portion of the property to the condition in which it existed prior to the grant of the Easement to GRANTEE.

10. Any claim, controversy or dispute arising out of this Agreement shall be governed by applicable federal law.

11. Except as specifically provided within Final Plans, (Exhibit D), for managing storm water within the underground system installed in the ROW Easement Area, Grantee is not permitted to discharge storm water runoff within the Easement Area or onto the GRANTOR's Parcel generally. Such prohibition shall include, but not be limited to, discharging silt, hazardous materials or other environmental contaminants within the Easement Area or onto Grantor's Parcel generally. Grantee shall be responsible for maintaining and repairing the stormwater structure, which shall include but not be limited to the obligation to replace such structure if necessary. Grantee shall also maintain the outfall, which shall include but not be limited to preventing soil erosion, installing rip-rap and eliminating debris. Finally, Grantee shall comply with all environmental laws when performing any activity within the Easement Area or Grantor's Parcel generally.

12. The GRANTOR does not warrant that the Easement Area is suitable for the purposes set forth herein and GRANTEE hereby waives any express or implied warranty on the part of GRANTOR. GRANTOR has no knowledge of subsurface conditions and makes no representations as to soil types, existence of underground utilities, or any other latent conditions that may impact GRANTEE's use and enjoyment of said Easement.

13. This Easement is granted subject to any and all restrictions, covenants, other easements, encumbrances, liens of any kind, leases, and interests of others, including rights of way for roads, pipelines, railroads, and public utilities, whether or not matters of public record.

IN WITNESS WHEREOF, the parties hereto have executed this Easement of the day and year first above written.

[SIGNATURES AND NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGES.]

Grantor:
United States Postal Service

By: _____

DISTRICT OF COLUMBIA) ss

On this _____ day of _____, 20____, personally appeared before me _____, Contracting Officer who being by me duly sworn, did say that he/she represents the United States Postal Service, and acknowledged to me that, acting under a delegation of authority duly given and evidenced by law and presently in effect, he/she executed said instrument as the act and deed of the United States Postal Service for the purposes therein mentioned.

SEAL

NOTARY PUBLIC

My commission expires: _____

The City of Charlottesville, acting by and through its City Attorney, the City official designated by the City Manager pursuant to authority granted by resolution of the City Council of the City of Charlottesville, does hereby accept the conveyance of this easement, pursuant to Virginia Code Section 15.2-1803, as evidenced by the City Attorney's signature hereto and the City's recordation of this deed. As is further required by Sec. 15.2-1803 of the Virginia Code, the City Attorney's signature hereto constitutes his certification that this deed is in a form approved by him.

GRANTEE: **CITY OF CHARLOTTESVILLE**

BY: _____

NAME: _____

ITS: _____

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF _____) SS

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of _____, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____, of **CITY OF CHARLOTTESVILLE**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **CITY OF CHARLOTTESVILLE** for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of the Commonwealth of Virginia.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the Commonwealth of Virginia,
residing

at _____

My Appointment Expires: _____

Notary seal, text and all notations must be inside 1" margins

Exhibit A

STATE TAX \$ _____
 CITY TAX \$ _____
 TRANS. \$ 1.00
 FEE \$ 8.00
 PLAT \$ 2.00
 SEC. 58-59/65 712.00
 TOTAL \$ 723.00

BOOK 324 PAGE 388

THIS DEED, made this 11th day of March, 1971, by and between EUNICE S. MICHIE, single, and CLAY M. PEYTON and RUTH N. PEYTON, his wife, parties of the first part; and UNITED STATES OF AMERICA and its assigns, party of the second part;

WITNESSETH:

That for and in consideration of the sum of Seven Hundred Eleven Thousand Nine Hundred Dollars (\$711,900.00), cash in hand paid, receipt of which is hereby acknowledged, the parties of the first part do hereby grant and convey with General Warranty and English Covenants of Title unto the United States of America and its assigns, all that certain land situate in the City of Charlottesville, Virginia, described as follows:

Beginning at a concrete monument on the East margin of U.S. Route 29, being the Southwest corner of Alvin Clements, et als, thence with the East margin of U.S. Route 29, S 35° 14' 50" W 100.19 feet to a concrete monument, thence continuing along said street margin S 32° 20' 05" W 539.81 feet to a point on said street margin in a branch, said point being N 32° 20' 05" E 8.76 feet from a concrete highway monument, thence leaving U.S. Route 29 S 56° 14' 03" E 20.00 feet to a steel pin, thence continuing the same course 609.81 feet (for a total distance of 629.81 feet) to a concrete monument, a corner with Clay M. Peyton, thence N 35° 21' 06" E 640.00 feet to a concrete monument, a corner with Clay M. Peyton thence with Clay M. Peyton and Alvin Clements N 56° 13' 49" W 658.41 feet to the point of beginning. Containing 413,461 square feet being the Northeast portion of the Clay M. Peyton property and shown as Parcel D-1 on the plat of Huffman-Foster and Associates dated December 19, 1969, attached to and to be recorded with this deed.

Being part of property acquired by Eunice S. Michie and Clay M. Peyton under the will of Mollie M. Peyton dated August 15, 1922, probated July 18, 1933, W.B. 35, p. 231, under the will of Grace Coleman Michie dated October 29, 1921, probated January 8, 1929, W.B. 34, p. 280, and

*To same
 as assigned
 for delivery to
 U.S.A.*

MICHAEL AND DENT
 LAW OFFICES
 CHARLOTTESVILLE, VA.

Exhibit A

BOOK 324 PAGE 389

-2-

Deed of Partition dated August 1, 1941, D. B. 252, p. 66, under the will of Henry Clay Michie dated April 23, 1924, probated January 31, 1925, W. B. 33, p. 293, and Deed from Winston T. Michie to Eva S. Michie dated January 20, 1936, D. B. 230, p. 371. 393

The above described property is acquired for and on behalf of the Post Office Department of the United States of America.

SUBJECT, HOWEVER, to any easements, rights-of-way or restrictions of record.

Witness the following signatures and seals:

Eunice S. Michie (SEAL)
Eunice S. Michie

Clay M. Peyton (SEAL)
Clay M. Peyton

Ruth N. Peyton (SEAL)
Ruth N. Peyton

STATE OF VIRGINIA:

COUNTY OF ALBEMARLE, to-wit:

I, Margaret Scott, a Notary

Public for the County aforesaid, in the State of Virginia, whose commission expires on the 4th day of August, 1974, do hereby certify that Eunice S. Michie and Clay M. Peyton and Ruth N. Peyton, whose names are signed to the foregoing DEED, bearing date on the 11th day of March, 1971, have, and each has, acknowledged the same before me in my State and County aforesaid.

Given under my hand this 18th day of March,

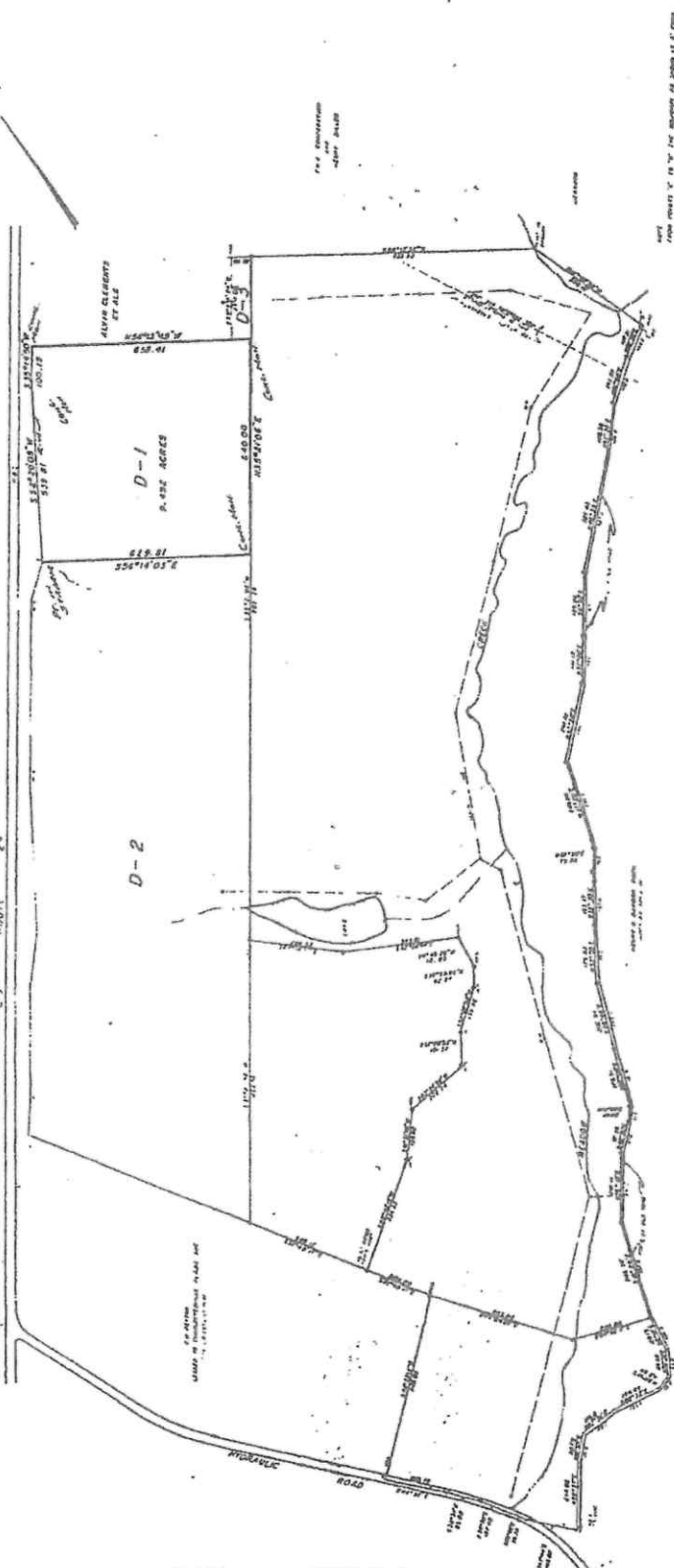
1971.

Margaret Scott
Notary Public

MICHAEL AND DENT
LAW OFFICES
CHARLOTTESVILLE, VA.

Exhibit A

BOOK 324 PAGE 390



PLAT SHOWING
 A DIVISION OF TRACT 'D'
CLAY M. PEYTON PROPERTY
 CHARLOTTEVILLE, VIRGINIA
 DEC. 19, 1929

GRAPHIC SCALE IN FEET

HUFFMAN - FOSTER & ASSOCIATES
 CIVIL ENGINEER AND LAND SURVEYING
 CHARLOTTEVILLE, VIRGINIA

FILE 448

VIRGINIA: In the Clerk's Office of the Corporation Court of the City of Charlottesville.

The foregoing instrument of writing, together with certificate of acknowledgment thereto annexed, was presented and admitted to record on the 22nd day of March, 1931, at 12:52 o'clock, P.M. The taxes imposed by 5854.1 in the amount of \$ 712.00 have been paid.

Testes
Carl C. Heinrich Clerk

**Temporary Construction Easements
U.S. Postal Service
1155 Seminole Trail
Charlottesville, Virginia 22906
Page 1 of 2
April 7, 2015**

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENTS CONVEYED BY UNITED STATES POSTAL SERVICE, (USPS), GRANTOR, TO THE CITY OF CHARLOTTESVILLE, GRANTEE, FOR HILLSDALE DRIVE EXTENSION, STATE HIGHWAY PROJECT U000-104-119, R201, (UPS 60233), IN THE CITY OF CHARLOTTESVILLE, VIRGINIA.

PARCEL 010: – Being as shown on the plats (Sheets 1 of 3 through 3 of 3) of the plans for Hillsdale Drive Extension, State Highway Project U000-104-119, R201, (UPC 60233), said plats titled “PLAT SHOWING PROPOSED EASEMENTS ON THE PROPERTY OF UNITED STATES OF AMERICA, U. S. POSTAL SERVICE, CITY OF CHARLOTTESVILLE, VIRGINIA, PREPARED BY NXL, INC., DATED APRIL 3, 2015, with the point of beginning for the area designated as Proposed Temporary Construction Easement For Entrance for the proper construction of the project, lying at the intersection of the northeast property line of USPS, the southwest property line of Pepsi-Cola Bottling Co-Central VA and lying adjacent to the proposed permanent roadway easement area, thence, along the following courses: S38°51’23”W, 48.18 feet; S37°3’39”E, 11.79 feet to a point, thence, N84°16’24”W, 20.94 feet; thence, N84°16’24”W, 13.43 feet to a point, thence, N36°17’7”E, 48.52 feet to a point; thence, N71°19’44”E, 34.60 feet to a point on the northeast property line of USPS; thence, S56°17’28”E, 12.06 feet to the point of beginning and containing 1,797 square feet (0.0413 acre), more or less; and also with the point of beginning for the area designated as Proposed Temporary Construction Easement for the proper construction of the project, lying at the intersection of the south USPS property line, the southwest corner of the proposed permanent roadway easement and the north property line of Towers Limited

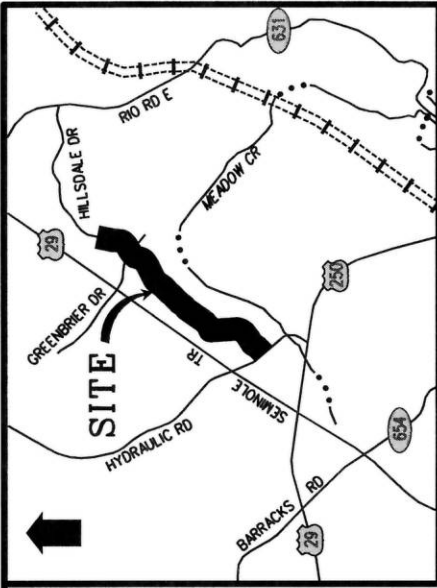
**Temporary Construction Easements
U.S. Postal Service
1155 Seminole Trail
Charlottesville, Virginia 22906
Page 2 of 2
April 7, 2015**

EXHIBIT B (continued)

Partnership, et al.; thence, along the following courses: N56°16'46"W, 12.91 feet to a point; thence, N33°26'46"E, 96.46 feet; N33°3'17"E, 85.50 feet; N33°49'52"E, 53.22 feet to a point; thence, S55°27'58"E, 43.39 feet to a point; thence, N49°16'59"E, 60.08 feet; N48°23'49"E, 28.34 feet; N69°10'42"E, 27.27 feet; N47°26'37"E, 41.57 feet; N35°17'19"E, 45.28 feet; N33°39'28"E, 80.54 feet; N6°8'40"E, 18.03 feet; N35°8'35"E, 46.13 feet to a point; thence, S84°16'24"E, 20.94 feet to a point; thence, S37°3'39"W, 9.63 feet to a point; thence, S35°19'12"W, 151.54 feet; S39°13'37"W, 42.72 feet; S47°2'26"W, 42.72 feet; thence, S55°33'25"W, 25.81 feet; S52°47'59"W, 35.09 feet; S47°4'52"W, 35.09 feet; S41°21'45"W, 35.09 feet; S35°38'39"W, 35.09 feet; S46°14'52"W, 55.83 feet; S45°46'18"W, 42.06 feet; S7°47'19"E, 4.29 feet; S67°15'2"W, 9.93 feet; S26°5'42"W, 9.24 feet; S47°50'10"W, 59.39 feet to the point of beginning and containing 12,141 square feet (0.2787 acres), more or less.

For a more particular description of the easements herein conveyed, reference is made to the photocopies of the said plats (sheets 1 of 3 through 3 of 3), showing outline in RED the permanent roadway easement and in ORANGE the temporary construction easements and recorded simultaneously herewith in the State Highway Plat Book and the City of Charlottesville Deed Book.

Exhibit C



LINE DATA TABLE		
	BEARING	DIST.(FT.)
L11	N67° 15'2"E	9.93
L12	N7° 47'19"W	4.29
L13	N47° 4'52"E	35.09
L14	N52° 47'59"E	35.09
L15	N55° 33'25"E	25.81
L16	N47° 2'26"E	42.72
L17	N39° 13'37"E	42.72
L18	N84° 16'24"W	20.94
L19	N37° 3'39"E	9.63
L20	N37° 3'39"E	11.79

LINE DATA TABLE		
	BEARING	DIST.(FT.)
L1	-	-
L2	N48° 23'49"E	28.34
L3	N69° 10'42"E	27.27
L4	N47° 26'37"E	41.57
L5	N6° 8'40"E	18.03
L6	N84° 16'24"W	13.43
L7	N71° 19'44"E	34.60
L8	S56° 17'28"E	12.06
L9	S56° 17'28"E	0.84
L10	N26° 5'42"E	9.24



- NOTES
1. THIS PLAT MEETS THE MINIMUM PLAT STANDARDS OF THE VA DPOR APELSCIDLA REGULATIONS.
 2. THIS COMPILED PLAT WAS PREPARED TO SHOW THE ACQUISITIONS NOTED, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY HEREON.
 3. ALL THE PROPERTIES PHYSICAL IMPROVEMENTS ARE NOT SHOWN.
 4. ACQUISITIONS SHOWN ARE BASED ON FILES PROVIDED BY MCCORMICK TAYLOR, RECEIVED ON 1/26/15 AND 3/11/15.
 5. THIS COMPILED PLAT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY HEREON.
 6. NO DESIGNATION OR LOCATION OF SUBSURFACE UTILITIES WAS PERFORMED DURING THE PREPARATION OF THIS PLAT.
 7. MERIDIAN SOURCE: VA STATE PLANE, SOUTH ZONE, GRID NORTH
 8. PROPERTY ACRES, IF PROVIDED, ARE BASED ON INFORMATION PROVIDED BY THE CITY OF CHARLOTTESVILLE TAX ASSESSOR'S OFFICE, AND MAY NOT AGREE WITH COMPUTED AREAS OR RECORDED DEEDS.

PROJECT NO. U000-104-119, RW-201

PLAT SHOWING PROPOSED EASEMENTS ON THE PROPERTY OF

UNITED STATES OF AMERICA
U.S. POSTAL SERVICE

CITY OF CHARLOTTESVILLE, VIRGINIA

PREPARED BY:

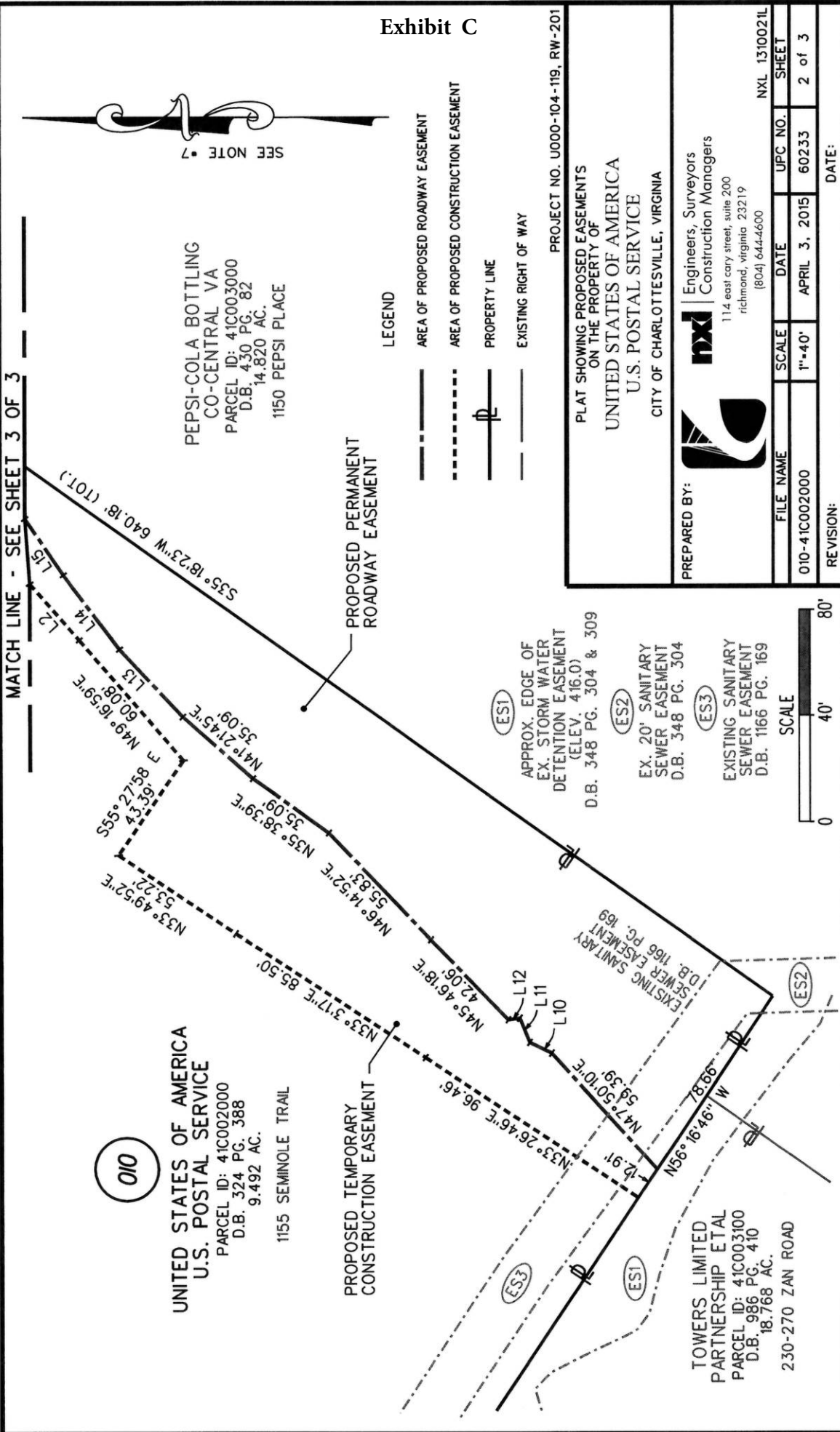


Engineers, Surveyors
Construction Managers
114 east cary street, suite 200
richmond, virginia 23219
(804) 644-4600

FILE NAME	SCALE	DATE	UPC NO.	SHEET
010-41C002000	N.T.S.	APRIL 3, 2015	60233	1 of 3

REVISION: DATE:

Exhibit C



PEPSI-COLA BOTTLING
CO-CENTRAL VA
PARCEL ID: 41C003000
D.B. 430 PG. 82
14.820 AC.
1150 PEPSI PLACE

UNITED STATES OF AMERICA
U.S. POSTAL SERVICE
PARCEL ID: 41C002000
D.B. 324 PG. 388
9.492 AC.
1155 SEMINOLE TRAIL

TOWERS LIMITED
PARTNERSHIP ET AL
PARCEL ID: 41C003100
D.B. 986 PG. 410
18.788 AC.
230-270 ZAN ROAD

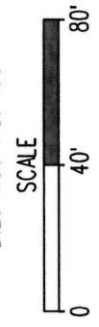
LEGEND
 - - - - - AREA OF PROPOSED ROADWAY EASEMENT
 - - - - - AREA OF PROPOSED CONSTRUCTION EASEMENT
 = = = = = PROPERTY LINE
 - - - - - EXISTING RIGHT OF WAY

PROJECT NO. U000-104-119, RW-201

PLAT SHOWING PROPOSED EASEMENTS
ON THE PROPERTY OF
UNITED STATES OF AMERICA
U.S. POSTAL SERVICE
CITY OF CHARLOTTESVILLE, VIRGINIA

PREPARED BY: **nxd** Engineers, Surveyors
Construction Managers
1114 east cary street, suite 200
richmond, virginia 23219
(804) 644-4600

FILE NAME	SCALE	DATE	UPC NO.	SHEET
010-41C002000	1"=40'	APRIL 3, 2015	60233	2 of 3
REVISION:				DATE:



(ES1) APPROX. EDGE OF EX. STORM WATER DETENTION EASEMENT (ELEV. 416.0)
D.B. 348 PG. 304 & 309

(ES2) EX. 20' SANITARY SEWER EASEMENT
D.B. 348 PG. 304

(ES3) EXISTING SANITARY SEWER EASEMENT
D.B. 1166 PG. 169

MATCH LINE - SEE SHEET 3 OF 3

010

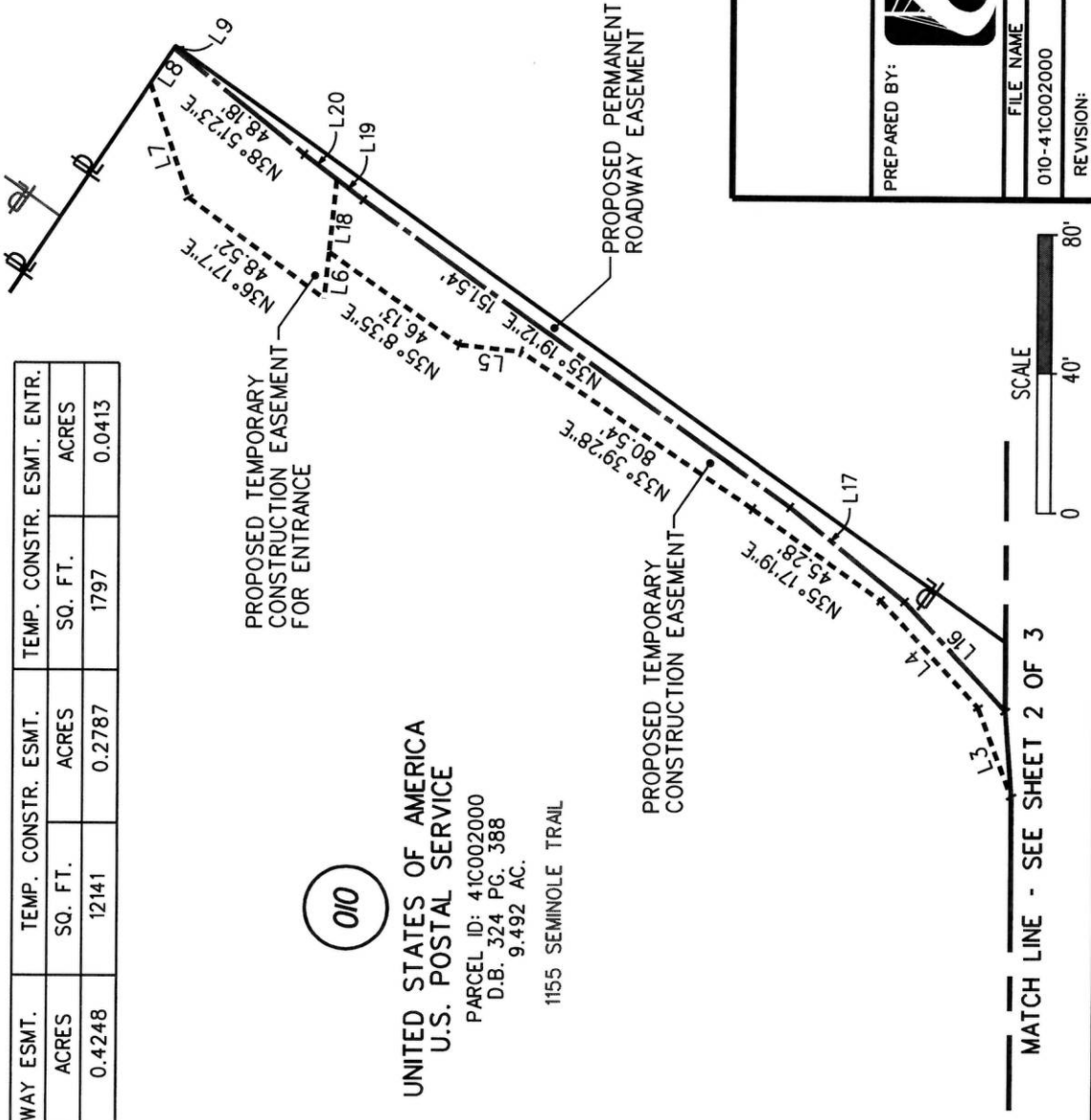
SEE NOTE 7

Exhibit C

EX. 20' SANITARY
SEWER EASEMENT
D.B. 335 PG. 440



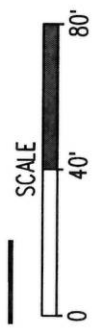
PEPSI-COLA BOTTLING
CO-CENTRAL VA
PARCEL ID: 41C003000
D.B. 430 PG. 82
14.820 AC.
1150 PEPSI PLACE



PERM. ROADWAY ESMT.		TEMP. CONSTR. ESMT.		TEMP. CONSTR. ESMT. ENTR.	
SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES
18504	0.4248	12141	0.2787	1797	0.0413

010


UNITED STATES OF AMERICA
U.S. POSTAL SERVICE
PARCEL ID: 41C002000
D.B. 324 PG. 388
9.492 AC.
1155 SEMINOLE TRAIL



MATCH LINE - SEE SHEET 2 OF 3

PROJECT NO. U000-104-119, RW-201

PLAT SHOWING PROPOSED EASEMENTS
ON THE PROPERTY OF
UNITED STATES OF AMERICA
U.S. POSTAL SERVICE
CITY OF CHARLOTTEVILLE, VIRGINIA

PREPARED BY:  nxd Engineers, Surveyors
Construction Managers
114 east cary street, suite 200
richmond, virginia 23219
(804) 644-4600

FILE NAME	SCALE	DATE	UPC NO.	SHEET
010-41C002000	1"=40'	APRIL 3, 2015	60233	3 of 3

REVISION: _____ DATE: _____

NXL 1310021L

**EXHIBIT D
EASEMENT CONSTRUCTION RIDER**

This Rider is to the foregoing Temporary Construction Easement (TCE) Agreement. If there is any inconsistency between the terms of this Rider and the terms of the TCE Agreement, the terms of this Rider shall prevail.

1. The Construction Activities shall be performed by Grantee in accordance with standard industry practice and Final Plans as referenced below. Grantee shall be responsible for design, construction and all costs related thereto of the Construction Activities. Grantee shall also provide construction oversight during the period of performance of the Construction Activities to ensure that the Construction Activities are completed in compliance with the terms of this Easement Construction Rider (“Construction Rider” and “Rider.”)

2. Specifically with regard to the replacement of any trees damaged in the course of completion of the Construction Activities, Grantee shall replace any such damaged tree(s) which fail to thrive during first 18 months after expiration of the TCE. Grantee shall replace such damaged trees with trees of the same type of the damaged trees. Further, Grantee shall be responsible for the health of the replacement trees for one year after they are planted.

3. Final Plans. Within four (4) months of execution of the TCE Agreement, Grantee shall provide USPS with final plans, drawings, specifications and details showing the 100% design and a construction schedule, of the Project with specific impacts to the Grantor’s Parcel and including storm water flow calculations used to determine pipe dimensions and grading plans (“Final Plans”), and incorporating mitigation measures to accommodate and maintain continuous operation by USPS at the facility, for approval by USPS. The construction schedule shall provide that performance of the Construction Activities shall be completed by April 30, 2018, unless otherwise modified or extended in writing by both parties. In the event USPS requires reasonable changes to any or all the Final Plans, Grantee shall incorporate such changes. If the Grantee changes the Final Plans specific to the Grantor’s Parcel, Grantor will provide review comments within two weeks. Final Plans and changes to Final Plans will be deemed approved if comments from Grantor are not received within two weeks. Approval by Grantor will not be unreasonably withheld and either party can request an extension with good cause.

3. Notice to Proceed. The Grantor’s approval of the Final Plans will constitute notice to the Grantee to proceed with the work.

4. Construction Schedule. Once Grantee receives approval of Final Plans, Grantee shall proceed with construction in accordance with the construction schedule. Unless otherwise provided in this Construction Rider, said Construction Activities, shall be completed to the reasonable satisfaction of the USPS no later than April 30, 2018, unless otherwise modified or extended in writing by both parties.

Exhibit D (continued)

5. Bonds. Grantee shall require that its contractor to post a Performance Bond and Payment Bond (“Bonds”) in a minimum of \$1,000,000, and that Grantee shall submit to USPS copies of such bonds at least thirty (30) days before construction begins. No work or services under this Agreement may be commenced until required bonds have been furnished and the Grantee has received written notice from the Contracting Officer or his or her designee that the bond is acceptable. In the event Grantee fails or refuses to provide the Bond as defined herein, the TCE shall terminate at no cost to the USPS.

6. Termination for Default

a. If Grantee refuses or fails to begin construction within the timeframes and provisions specified by this Construction Rider, or to prosecute the work with such diligence as will ensure its completion within the time specified in this Construction Rider, or any extension thereof, or fails to complete said work within such time, unless extended, Grantee shall be in default.

b. In the event of Grantee’s default, USPS shall provide written notice of the default to Grantee. USPS shall include details as to the facts and circumstances constituting Grantee’s default.

c. Upon receipt of the written notice indicated in **Section 7(b)** Grantee shall have 14 days to cure such default provided, however, that if upon receipt of the notice of default Grantee promptly and diligently works to cure the default, Grantee may request an additional reasonable amount of time to cure if, given the nature and extent of the default, the cure cannot be accomplished in the first 14 days, approval of which Grantor shall not unreasonably withhold.

d. If Grantee fails to cure such default, USPS may terminate the TCE for default. Upon such termination for default, USPS may complete the Construction Activities and recover all of its costs from the Grantee.

e. Grantee’s right to proceed shall **not** be so terminated nor Grantee charged with resulting damage if:

i. The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of Grantee, including but not restricted to acts of God, acts of the public enemy, acts of Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the USPS, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both Grantee and such subcontractors or suppliers, (inability to comply with state, city, or local construction or zoning

Exhibit D (continued)

laws or ordinances, or with restrictive covenants, shall not be regarded as an unforeseeable cause); and

ii. Grantee notifies the Grantor's Contracting Officer (or their designated representative) in writing of the causes of delay within 5 days of the beginning of such delay.

f. In the event of a dispute regarding paragraph 7, Grantee shall submit to the Grantor's Contracting Officer evidence in support of Grantee's position.

g. Upon receipt of the documentation referenced in paragraph f above, the Grantor's Contracting Officer (or their designated representative) in his/her reasonable discretion agrees to ascertain the facts and issue the Grantor's Contracting Officer final decision in the event the default is conclusive on the Parties that is subject to appeal as provided in the clause of this contract entitled "Claims and Disputes" and the Contract Disputes Act, 41 U.S.C. §7101, et. seq. (the "CDA").

h. Pending final decision on an extension of time hereunder, the Licensee must proceed diligently with the performance of this Construction Rider and in accordance with the Grantor's Contracting Officer (or their designated representative)'s decision. Inability to comply with state, city, or local construction or zoning laws or ordinances, or with restrictive covenants, shall not be regarded as an unforeseeable cause.

i. The rights and remedies of the USPS provided in this clause are in addition to any other rights and remedies which may be available to the USPS by law or under this Temporary Construction Easement.

7. Inspection

a. Grantee must, without charge to USPS, replace any material, correct any workmanship or supply omitted work found by the USPS not to comply with the approved Final Plans, unless in its interest, the USPS consents to accept such material or workmanship or omitted work.

b. The Construction Activities must be accessible at reasonable times and upon reasonable notice for inspection by the authorized representative of the Grantor's Contracting Officer to determine whether contractual requirements are being met during construction and/or acceptance inspection of construction of the facility. Failure of the USPS to identify deficient work or materials shall not shift the responsibility for correction of such deficient work or materials to the USPS.

c. If the Grantee does not replace rejected material, correct rejected workmanship, or supply omitted work after it is given a reasonable time to comply, then in addition to any other remedies

Exhibit D (continued)

available to it, the USPS have the right to perform such work as required by the Final Plans and shall further have the right to recover its costs from the Grantee.

d. In the absence of a specific agreement, time allowed for completion of any work required under the provisions of this paragraph is limited to sixty (60) days, unless extended by both parties.

8. Safety. Grantee must take proper safety and health precautions to protect the work, the workers, the public and the property of others. Grantee is responsible also for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction that may have been accepted.

9. Site Conditions. Grantee must examine the Grantee Property and be thoroughly acquainted with conditions thereon. The Grantee will be responsible for site conditions including but not limited to subsurface or latent physical conditions or unknown physical conditions.

10. Safety and Health Standards

a. Materials, supplies, articles, or equipment manufactured or furnished under this contract or order must conform to the Occupational Safety and Health Standards (29 CFR 1910) pursuant to authority in the OSHA, and to other safety and health requirements specified in this Construction Rider or order.

b. If no OSHA standard exists, federal or other nationally recognized standards apply. Copies of current OSHA Standards are available from regional and/or area offices of the U. S. Department of Labor, Occupational Safety and Health Administration.

c. If this Construction Rider or order contains a USPS standard and an OSHA standard covering the same general area of applicability, the USPS standard governs and takes precedence, unless the OSHA standard contains more rigorous or stringent safety requirements, in which case the OSHA standard governs and takes precedence.

11. Omissions and Defects. Grantee must complete or correct the omissions or defects from the contract requirements and approved construction plans by the completion date established in **Section 4** herein or extension thereof. If the Grantee fails to complete or correct such omissions or defects, the USPS have the right to perform such work as required by the Final Plans and shall further have the right to recover its costs from the Grantee.

12. Convict Labor. In connection with the work under this contract, the Grantee agrees not to employ any person undergoing sentence of imprisonment, except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c) (2)) and Executive Order 11755, December 29, 1973.

Exhibit D (continued)

13. Warranty (Construction)

a. If within five (5) years of termination of the temporary construction easement, the USPS finds that warranted work for the Improvements on USPS property needs to be repaired or changed because materials, equipment, or workmanship were inferior, defective, or not in accordance with the Construction Rider, USPS shall notify Grantee of such in writing.

b. Upon receipt of such notice, Grantee shall promptly and without expense to the USPS:

i. Place in a satisfactory condition all of the warranted work;

ii. Satisfactorily correct all damage to equipment, the site, the building, or its contents that is the result of such unsatisfactory work; and

iii. Satisfactorily correct any work, materials, or equipment disturbed in fulfilling the warranty.

c. Should the Grantee fail to proceed promptly in accordance with the warranty, the USPS may have the work performed and recover the cost thereof from the Grantee.

d. This Paragraph 13 shall survive the expiration or termination of the Easement for Temporary Construction.

14. Design and Approval Requirements

a. Unless otherwise exempted within this Construction Rider, Grantee must employ the services of an architect-engineer, who is licensed to practice in the state in which the facility is located, to prepare for the approval of the USPS, complete specifications and working drawings including architectural, structural, mechanical, electrical and site improvement work for the construction of the facility in accordance with all requirements included in this Construction Rider. All final drawings must bear the appropriate registration seal. All fees or charges required for architect/engineer services, for necessary permits or approvals, for connection charges, or for similar fees incidental to construction of the facility must be at Grantee's sole cost and expense.

b. The minimum requirements established by this Construction Rider must not be construed as lowering the standards established by the local, county, or state laws, ordinances, or regulations. When such local, county or state requirements are more stringent than the minimum requirements set forth in this Construction Rider, the more stringent requirements must govern.

Exhibit D (continued)

c. Approval by the USPS of any drawings and specifications constitutes approval of general arrangement only and is not to be construed as waiving or changing any requirements set forth in this Construction Rider unless a deviation, waiver or other change is specifically identified and approved by the Contracting Officer (or their designated representative).

d. The Grantee must be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating, ventilation, air conditioning, site elements, etc., for the project.

e. Unless otherwise specified, no construction activity at the Grantor's Property may be commenced until Grantee has received written notice from the Contracting Officer (or their designated representative) of approval of the Final Plans. . Changes or modifications which may be required during construction shall be approved in writing by the Contracting Officer (or their designated representative) prior to proceeding with such changes, subject to the procedure for approval of changes to the Final Plans set forth in paragraph 3, supra.

15. Changes (Construction). After the Finals Plans have been reviewed and approved in accordance with paragraph 3 herein, the Grantor (or his or her designated representative) may, at any time, without notice to any sureties, by written order designated or indicated to be a change order, make reasonable requests for changes in the work within the general scope of the contract s, including changes:

- a. In the specifications (including drawings and designs);
- b. In the method or manner of performance of the work;

Grantee shall implement such requested changes Grantor can show are critical to Grantor's operation at Grantor's parcel. All other requests will be reviewed and incorporated by Grantee if deemed reasonable with a response to Grantor within two weeks of request. Grantor will provide review comments within two weeks. Changes to Final Plans will be deemed approved if comments from Grantor are not received within two weeks. Approval by Grantor will not be unreasonably withheld and either party can request an extension with good cause. The project on the Grantor's land is a portion of a much larger project, and Grantor agrees that after approval of the Final Plans it will make all reasonable efforts to avoid any requests, or any other actions, that would adversely affect the critical path of the Project.

16. Disputes. Any disputes that arise between Grantee and USPS that arise under this Construction Rider of the Agreement shall be subject to the Contract Disputes Act, 41 U.S.C. §7101, et. sseq. (the "CDA").

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



Agenda Date:	March 21, 2016
Action Required:	Yes (Approval of Resolution – One Reading)
Staff Contacts:	Andrew Gore, Assistant City Attorney Brian Daly, Director of Parks and Recreation
Title:	CenturyLink Communications LLC License Agreement

Background: CenturyLink Communications, LLC (formerly Qwest Communications Corporation) has requested the renewal of license agreements for the underground fiber optic telecommunications line through both Darden Towe Park in Albemarle County and the Meadow Creek golf course in the City. The City and Albemarle County granted the original license agreements in January of 2006 and renewed them in 2011. The attached license agreements are substantially the same as the previous agreements, except for changes the City and County requested in the indemnification and insurance provisions. No problems with the underground lines have been encountered since they were installed.

Discussion: Two proposed licenses are attached, with one being from the City and County as joint owners of Darden Towe Park, and the second from the City as the sole owner of the golf course. The telecommunications line originates in Richmond and continues north from the City along Route 29, with no local access in the City. The County Board of Supervisors will consider approval of the City/County/CenturyLink license agreement on April 6, 2016.

The licenses contain standard provisions regarding restoration of any disturbed areas, protection of trees and shrubbery, and updated indemnification and insurance language. The licenses require CenturyLink to move the line to a new location at their own expense if for any reason the City (or the City and County in the case of Towe Park) determines that the line should be relocated. Each license has a term of five years. City staff has reviewed the agreement and agreed the annual fee should remain \$6,940 per year for the golf course license, and \$1,680 per year for the Towe Park license (area is located in the floodplain).

Alternatives: City Council has the discretion to deny either or both of the licenses, or to propose other reasonable terms as conditions in the license.

Budgetary Impact: Additional annual revenue in the form of the license fees.

Recommendation: Staff recommends approval of the attached Resolution that authorizes the execution of the two license agreements.

Attachments: Resolution
Proposed CenturyLink Licenses (2)

RESOLUTION

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that this Council hereby authorizes the City Manager, or his designee, to sign the following documents, in form approved by the City Attorney:

Underground Right-of-Way License Agreement between the City of Charlottesville and the County of Albemarle, as Licensors, and CenturyLink Communications, LLC, as Licensee, for the installation and maintenance of underground fiber optic cable at an agreed upon location in Darden Towe Park for a period of five years.

Underground Right-of-Way License Agreement between the City of Charlottesville, as Licensor, and CenturyLink Communications LLC, as Licensee, for the installation and maintenance of underground fiber optic cable at an agreed upon location in the Meadow Creek golf course for a period of five years.

UNDERGROUND RIGHT-OF-WAY LICENSE

Permission is hereby granted by the **CITY OF CHARLOTTESVILLE** and the **COUNTY OF ALBEMARLE**, political subdivisions of the Commonwealth of Virginia and the joint owners of the property that is subject to this License (hereinafter referred to as "Licensors") to **CENTURYLINK COMMUNICATIONS, LLC**, a limited liability company authorized to transact business in Virginia (hereinafter referred to as "Licensee") to make excavation into the real property owned by Licensors and as described herein, under the terms and conditions set forth in this License.

1. Term:

This License shall be valid for a period of five (5) years beginning January 1, 2016 and ending December 31, 2020, unless this License is terminated as provided herein.

2. Rights Not Exclusive:

Nothing contained in this License shall ever be held or construed to confer upon Licensee, its successors and / or assigns, exclusive rights or privileges of any nature whatsoever.

3. Conditions of Use:

a. Prior to beginning any work on the property subject to this License, Licensee shall submit detailed engineering drawings to the County of Albemarle for approval, and obtain from the County any permits or approvals that may be required by the County or any other governing authority for the installation of a total of 4,500 linear feet of fiber optic cable at the location more specifically described in section 4 herein. Licensee is further required, before beginning any excavation on the property described herein, to contact all applicable utility companies for location of buried cable, water or sewer services or mains, electric lines, gas lines, and the like. All construction allowed under this License shall be accomplished under the supervision and direction of the County Engineer, or such other person as the County of Albemarle may designate. Licensee shall not unnecessarily obstruct or impair traffic upon any street, road or other public way within Albemarle County and shall comply with all of the County's rules and regulations designed to prevent damage to trees and shrubbery that may be caused by its installation hereunder.

b. Upon making an opening in any portion of the property subject to this License for the purpose of laying, constructing, repairing and/or maintaining Licensee's System, Licensee shall, without unnecessary delay, replace and restore the same to its former condition as nearly as possible, and in full compliance with the provisions of the County of Albemarle's policies, rules, regulations and / or ordinances. Licensee shall re-sod disturbed grassed areas and replace all excavated areas to their original or better condition in order to minimize the disruption of public property. Licensee shall, at its

sole cost, repair paving cuts in a good workmanlike manner to specifications outlined by the County.

c. Licensee shall provide safe passageway for pedestrians and vehicles through, in and around the work site areas. Work shall be performed at night, if requested by the County, so as not to impede the regular use of Darden Towe Park. Licensee shall use directional boring in all areas where possible unless otherwise required or approved by the County of Albemarle. Licensee shall meet all local and State requirements for traffic control and notify the County at least 24 hours prior to the commencement of work or the accessing of conduit installed pursuant to this License, except in cases of emergency.

d. Licensee shall not cut or install any ditches or trenches within the root zone of any tree but rather shall bore under the same unless written permission to do otherwise is provided in advance by the County Engineer or his designee.

e. The work authorized by this License shall be the installation, repair, replacement and maintenance of two (2) two-inch (2") conduits containing fiber optic cable, as well as related other facilities and equipment (collectively, the "Facilities"). All such Facilities within Darden Towe Park shall be placed underground.

f. Licensee shall file with the County Engineer true and correct maps or plats of all existing and proposed installations and the types of equipment and facilities installed or constructed, properly identified and described as to the type of equipment and facility by appropriate symbols and marks and which shall include annotations of all public property, public ways, street, road and conduits where the work is to be undertaken. Maps shall be drawn in a scale and in such detail so as to allow proper review and interpretation by the County Engineer, and the same will be filed with the County not less than ten (10) working days before any excavation or installation of said cable or equipment or facilities commences.

g. If, at any time during the term of this Permit, Licensors shall determine, in their sole discretion, that the Facilities of Licensee installed pursuant to this License are in conflict with an intended use of Darden Towe Park by the City or County (and not, for example, to accommodate another private party or utility) and must be relocated, Licensee, upon reasonable notice from Licensors, shall remove, relay and relocate its Facilities at its own expense and within reasonable time schedules established by Licensors, to another location mutually agreeable to Licensors and Licensee. Should Licensee refuse or fail to remove its equipment or plant as provided for herein within 45 days after written notification, Licensors shall have the right to do such work or cause it to be done and the full cost thereof shall be chargeable to the Licensee, or in the alternative, to consider such failure by the Licensee to remove its equipment or plant as abandonment of all ownership rights in said property. Upon relocation, Licensee shall prepare at its own expense and provide to Licensors a revised survey plat that shows the new location of Licensee's wires, cables and equipment.

h. Licensee shall keep Licensors fully informed as to all matters in connection with or affecting the construction, reconstruction, removal, maintenance, operation and repair of Licensee's System installed hereunder. Licensee shall report to Licensors such other information relating to the Licensee as Licensors may reasonably request in writing. Licensee shall respond to such inquiries on a timely basis.

i. Licensee shall install and maintain its wires, cables, fixtures and other equipment in accordance with the requirements of all applicable County codes, ordinances and regulations, and in such a manner that they will not interfere with any existing installations of the County or of a public utility serving the residents of the County of Albemarle or the City of Charlottesville.

4. Permit Specifications; Payment:

a. The right-of-way occupancy permitted under this License shall be approximately 4,500 linear feet of Licensee's System, to be installed in Darden Towe Park in the location shown on the attached survey plat prepared by Thomas B. Lincoln Land Surveyor, Inc., and dated January 6, 2006, revised February 10, 2006, a copy of which is attached to this License as Exhibit A.

b. The granting of this License is conditioned upon the payment by Licensee to Licensors of the annual sum of One Thousand, Six Hundred Eighty and 00/100 Dollars (\$1,680.00), which represents the fee for the use of approximately 4,500 linear feet of property in Albemarle County that is subject to this License. Annual payments shall be due and payable on or before January 10th of each year commencing for the year 2016 and shall be due and payable at a like date each year during the term of the Permit. In the event that Licensee's payments are not timely made, a ten percent (10%) surcharge shall be due and payable to Licensors. All payments by Licensee pursuant to this License shall be made to the County of Albemarle, as agent of the Licensors.

5. Safety Requirements:

a. Licensee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injury to the public or to constitute a nuisance. Licensee shall install such equipment and employ such personnel to maintain its facilities so as to assure efficient service, and shall have the equipment and personnel necessary to make repairs promptly.

b. Licensee shall install and maintain its System in accordance with the requirements of applicable building codes and regulations of the County of Albemarle and the statutes and regulations of appropriate Federal and State agencies, including but not limited to the Federal Communications Commission and the U.S. Army Corps of Engineers, which may now be in effect or enacted, and in such a manner that will not interfere with any installations of the County of Albemarle or the City of Charlottesville

or of any public utility serving residents of the County of Albemarle or the City of Charlottesville.

c. Licensee's System, wherever situated, or located, shall at all times be kept and maintained in a safe operating condition and in good order and repair.

6. Liability and Indemnification:

a. By acceptance of this License, Licensee agrees that it shall indemnify, protect, defend and hold forever harmless the Licensors, their elected officials, officers, agents, representatives and employees, and their successors, legal representatives and assigns, from any and all claims of every kind and nature whatsoever, and from liabilities, losses, costs, judgments, penalties, damages, and expenses, including reasonable attorney's fees and expenses of litigation incurred in the defense of any such claim arising out of or relating to the installation, operation or maintenance by the Licensee of the Licensee's System or the Licensee's failure to perform any of the obligations of this License, including but not limited to claims for injury or death to any person or persons, or damages to any property, as may be incurred by or asserted against Licensors, or either of them, their elected officials, officers, agents, representatives and/or employees, directly or indirectly, by reason of the installation, operation or maintenance by the Licensee of the Licensee's System within the area subject to this License. Licensee shall pay, and by acceptance of this Permit, the Licensee specifically agrees that it will pay all damages and penalties which Licensors, or either of them, may legally be required to pay as a result of installation, operation or maintenance by the Licensee of the Licensee's System or the Licensee's failure to perform any of the obligations of this Permit. These damages or penalties shall include all damages arising from the installation, operation or maintenance of the System authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this Permit, and Licensors shall not be responsible in any manner for any damage to the System and which may be caused by Licensee or other persons regardless of the cause of damage. Notwithstanding the foregoing, Licensee shall not be required to indemnify, protect, defend or hold harmless Licensor(s) for claims arising out of or relating, in whole or in part, to the negligence or willful conduct of either or both Licensor(s).

b. Licensee shall maintain, and by its acceptance of this License, specifically agrees that it will provide throughout the term of the Permit, workers compensation insurance in such amounts of coverage as required by the Commonwealth of Virginia and liability insurance coverage with regard to all damages mentioned in subsection (a) above in the following minimum amounts, whichever is greater:

1. General Liability Insurance- \$1,000,000 per occurrence, \$2,000,000 aggregate limits. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The County of Albemarle and City of Charlottesville are to be included as additional insureds with respect to General Liability coverage.

2. Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles. Minimum coverage of \$1,000,000 combined single limit for each accident. The County of Albemarle and City of Charlottesville are to be included as additional insureds with respect to Auto Liability coverage.

c. Licensee agrees that all insurance contracts providing any of the above-required coverage will be issued by one or more insurance carriers duly authorized to do business in the Commonwealth of Virginia and will contain the following required provisions:

1. Both of the Licensors, their elected officials, officers, agents, employees and representatives shall be included as additional insureds (as the interests of each may appear) as to all applicable coverage:

2. The amount and conditions of said liability and comprehensive insurance may be increased upon sixty (60) days written notice by Licensors should the protection afforded by this insurance be deemed by Licensors to be insufficient for the risk created by this License. At no time, however, will any such increase in the amount of required liability and comprehensive insurance exceed that which is customarily required of other franchises or contractors of services for similar situations of risk.

3. Prior to the commencement of any work pursuant to this License and at least annually thereafter Licensee shall make available to Licensor evidence of such insurance coverage certifying that such coverage is in full force and effect. Evidence of Licensee's insurance is available at www.centurylink.com/moi.

7. Licensors' Rights in License:

a. Licensee shall construct, maintain and operate said System in the locations described in Exhibit A and will at all times comply with all reasonable requirements, regulations, laws and ordinances now in force, and which may hereafter be adopted by the County of Albemarle and be applicable to the construction, repair or maintenance of said system or use of the property subject to this License. Failure of the Licensee to comply with any of the terms of this License or failure to pay the License fees prescribed by this Agreement shall be cause for Licensors to revoke this License. Without limiting the generality of the foregoing, Licensors also reserve the right to terminate and cancel this License and all rights and privileges of the Licensee hereunder in the event that the Licensee: (1) violates any rule, order or determination of Albemarle County made pursuant to this License, except where such violation is without fault or through excusable neglect; (2) becomes insolvent, unable or unwilling to pay its legal debts, or is adjudged a bankrupt; (3) attempts to evade any of the provisions of this License; (4) practices any fraud or deceit upon the Licensors, or either of them or; (5) fails to begin construction of its System within one hundred eighty (180) days from the date this

License is granted and to continue such construction without unreasonable delay or interruption until completed.

b. Licensors' right to revoke this License pursuant to section 7.a. may be exercised only after written notice of default and a thirty (30) day period for Licensee to cure such default except for any act of default involving the payment of money or failing to provide any insurance coverage required hereunder in which event said thirty (30) day period shall be reduced to three (3) business days. The right is hereby reserved to the County of Albemarle to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations of general applications to all similarly situated Licensees as it shall find necessary in the exercise of its police power provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.

8. Assignment:

The License granted pursuant to this Agreement shall not be assigned by the Licensee without the prior written consent of the Licensors, which consent may be granted or withheld in Licensors' sole discretion; provided, however, that Licensee may assign this License to a governmental entity without consent of the Licensors, and provided further that the sale or transfer of a controlling interest in Licensee shall not be considered an assignment within the meaning of this paragraph.

9. Notice:

For the purpose of giving notice as provided for in this Permit, the following addresses are provided:

For the Licensee:

CenturyLink Communications, LLC
100 CenturyLink Drive
Monroe, Louisiana 71203
Attention: National ROW

For the Licensors:

Maurice Jones
City Manager
P. O. Box 911
Charlottesville, VA 22902

With a copy to:
S. Craig Brown
City Attorney
P. O. Box 911

Charlottesville, VA 22902

And

Thomas C. Foley
County Executive
401 McIntire Road
Charlottesville, VA 22902

With a copy to:
Larry W. Davis
County Attorney
401 McIntire Road
Charlottesville, VA 22902

Unless and until a different address is provided in writing by Licensee to Licensors, the placing of notices in the United States Mail addressed to the Licensee as set forth above by registered or certified mail, return receipt requested, shall constitute compliance with the provisions of this Section.

10. Miscellaneous:

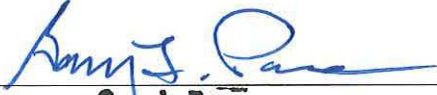
If any section, subsection, sentence, clause, phrase or portion of this Permit is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions hereof. This Permit shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia. All claims, disputes and other matters in question between the Licensee and Licensors, or either of them, arising out of or relating to this Permit, or the breach thereof, shall be decided in a state or federal court in the Commonwealth of Virginia that has subject matter jurisdiction over the claim or dispute. The Licensee, by accepting this Permit, specifically consents to venue in either state or federal court in Virginia and waives any right to contest venue in Virginia.

WHEREFORE, this Permit has been authorized by the City Council of the City of Charlottesville, Virginia in an open meeting on _____, 2016 and by the Board of Supervisors of Albemarle County, Virginia in an open meeting on _____, 2016, and each governing body has authorized the execution of this License by the City Manager and County Executive, respectively, as attested by the Clerk of each governing body, and the Licensee has accepted the terms and conditions of this License as evidenced by its corporate presents which have been executed by and through its authorized officers..

This ____ day of _____, 2016.

Licensee:

CenturyLink Communications, LLC



By: **Gary L. Pace**

Title: **Mgr. National Contract Admin & ROW**

Licensors:

City of Charlottesville

By: Maurice Jones
Title: City Manager

Attest: _____
By: Paige Rice
Title: Clerk of Council

Approved as to form:

By: S. Craig Brown
Title: City Attorney

County of Albemarle

By: Thomas C. Foley
Title: County Executive

Attest: _____
By: Ella W. Carey
Title: Clerk to the Board of Supervisors

Approved as to form:

By: Larry W. Davis
Title: County Attorney

PLAT SHOWING A
 NEW 10' QWEST COMMUNICATIONS LICENSE AREA
 ACROSS TAX MAP 62 PARCEL 23
 ACROSS TAX MAP 78 PARCELS 1 AND 58L
 AND ACROSS THE RIVANNA RIVER
 PROPERTY BELONGING TO THE
 CITY OF CHARLOTTEVILLE AND
 COUNTY OF ALBEMARLE
 ALBEMARLE COUNTY, VIRGINIA
 SCALE: 1" = 300' JANUARY 6, 2006
 REVISED: FEBRUARY 10, 2006



CTMP 48B-1
 CITY OF
 CHARLOTTEVILLE, VA
 D.B. 507 P. 432-435 PLAT
 D.B. 507 P. 427

PEN PARK
 MEADOWCREEK
 GOLF COURSE

CENTERLINE OF 10'
 QWEST COMMUNICATIONS
 LICENSE AREA (SEE PLAT
 BY THIS OFFICE DATED
 JANUARY 6, 2006)

PARCEL B
 PARCEL A

TMP 78-1
 CITY OF CHARLOTTEVILLE AND
 COUNTY OF ALBEMARLE
 D.B. 916 P. 179
 D.B. 281 P. 334 PLAT
 D.B. 280 P. 474 PLAT

CENTERLINE OF NEW
 10' QWEST COMMUNICATIONS
 LICENSE AREA
 46,519.93 S.F.

N08°33'29"E
 682.61'

S85°23'14"E
 16.83'

118.66'

N55°11'02"E
 178.99'

297.85' TOTAL

N33°11'11"W
 624.75'

N08°27'06"W
 472.83'

N05°29'38"E
 753.90'

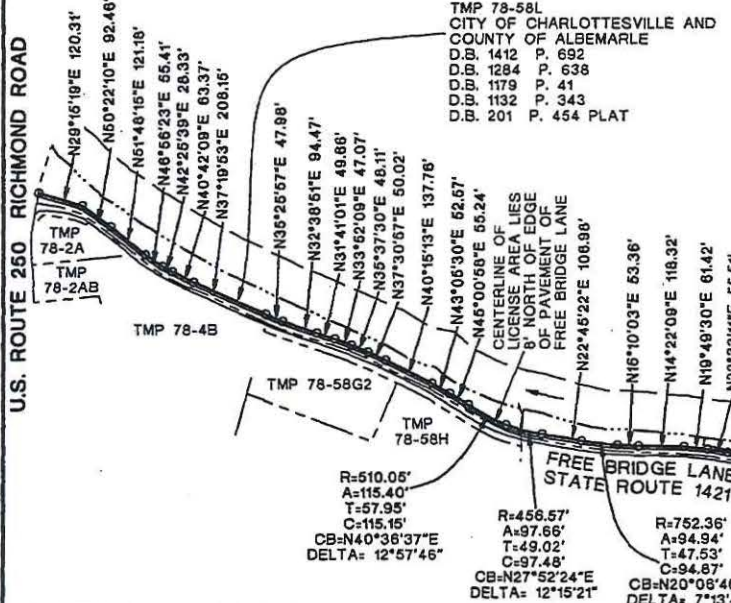
DARDEN TOWE
 MEMORIAL PARK

TMP 62-23
 CITY OF CHARLOTTEVILLE AND
 THE COUNTY OF ALBEMARLE
 D.B. 1056 P. 80, 83 PLAT
 D.B. 872 P. 1
 D.B. 280 P. 474 PLAT

THOMAS B. LINCOLN LAND SURVEYOR INC.
 632 BERKMAR CIRCLE
 CHARLOTTEVILLE, VIRGINIA 22901
 434-974-1417

TMODEL SERVER1 DATA9\ 105\ 105012802.PRO 105-0128-02

Exhibit "A"



I HEREBY CERTIFY THAT THIS LICENSE AREA
 PLAT, TO THE BEST OF MY PROFESSIONAL
 KNOWLEDGE AND BELIEF, IS CORRECT AND
 COMPLIES WITH THE MINIMUM PROCEDURES
 AND STANDARDS ESTABLISHED BY THE VIRGINIA
 STATE BOARD OF ARCHITECTS, PROFESSIONAL
 ENGINEERS, LAND SURVEYORS AND CERTIFIED
 LANDSCAPE ARCHITECTS.

UNDERGROUND RIGHT-OF-WAY LICENSE

Meadow Creek Golf Course

Permission is hereby granted by the **CITY OF CHARLOTTESVILLE**, a political subdivision of the Commonwealth of Virginia and the owner of the property that is subject to this License (hereinafter referred to as "Licensor") to **CENTURYLINK COMMUNICATIONS, LLC**, a corporation authorized to transact business in Virginia (hereinafter referred to as "Licensee") to make excavation into the real property owned by Licensor and as described herein, under the terms and conditions set forth in this License.

1. Term:

This License shall be valid for a period of five (5) years beginning January 1, 2016 and ending December 31, 2020 unless this License is terminated as provided herein.

2. Rights Not Exclusive:

Nothing contained in this License shall ever be held or construed to confer upon Licensee, its successors and/or assigns, exclusive rights or privileges of any nature whatsoever.

3. Conditions of Use:

a. Prior to beginning any work on the property subject to this License, Licensee shall submit detailed engineering drawings to the City of Charlottesville for approval, and obtain from the City any permits or approvals that may be required by the City or any other governing authority for the installation of a total of 3,500 linear feet of fiber optic cable at the location more specifically described in section 4 herein. Licensee is further required, before beginning any excavation on the property described herein, to contact all applicable utility companies for location of buried cable, water or sewer services or mains, electric lines, gas lines, and the like. All construction allowed under this License shall be accomplished under the supervision and direction of the City Engineer, or such other person as the City of Charlottesville may designate. Licensee shall not unnecessarily obstruct or impair traffic upon any street, road or other public way within the City of Charlottesville and shall comply with all of the City's rules and regulations designed to prevent damage to trees and shrubbery that may be caused by its installation hereunder.

b. Upon making an opening in any portion of the property subject to this License for the purpose of laying, constructing, repairing and/or maintaining Licensee's System, Licensee shall, without unnecessary delay, replace and restore the same to its former condition as nearly as possible, and in full compliance with the provisions of the City of Charlottesville's policies, rules, regulations and/or ordinances. Licensee shall re-sod disturbed grassed areas and replace all excavated areas to their original or better condition in order to minimize the disruption of public property. Licensee shall, at its sole cost, repair paving cuts in a good workmanlike manner to specifications outlined by the City.

c. Licensee shall provide safe passageway for pedestrians and vehicles through, in and around the work site areas. Work shall be performed at night, if requested by the City, so as not

to impede the regular use of the Meadow Creek golf course. Licensee shall use directional boring in all areas where possible unless otherwise required or approved by the City of Charlottesville. Licensee shall meet all local and State requirements for traffic control and notify the City at least 24 hours prior to the commencement of work or the accessing of conduit installed pursuant to this License, except in cases of emergency.

d. Licensee shall not cut or install any ditches or trenches within the root zone of any tree but rather shall bore under the same unless written permission to do otherwise is provided in advance by the City Engineer or his designee.

e. The work authorized by this License shall be the installation, repair, replacement and maintenance of two (2) two-inch (2") conduits containing fiber optic cable, as well as related other facilities and equipment (collectively, the "Facilities"). All Facilities within the Meadow Creek Golf Course shall be placed underground.

f. Licensee shall file with the City Engineer true and correct maps or plats of all existing and proposed installations and the types of equipment and facilities installed or constructed, properly identified and described as to the type of equipment and facility by appropriate symbols and marks and which shall include annotations of all public property, public ways, street, road and conduits where the work is to be undertaken. Maps shall be drawn in a scale and in such detail so as to allow proper review and interpretation by the City Engineer, and the same will be filed with the City not less than ten (10) working days before any excavation or installation of said cable or equipment or facilities commences.

g. If, at any time during the term of this Permit, Licensor shall determine, in its sole discretion, that the Facilities Licensee installed pursuant to this License are in conflict with an intended use of Meadow Creek Golf Course by the City (and not, for example, to accommodate another private party or utility) and must be relocated, Licensee, upon reasonable notice from Licensor, shall remove, relay and relocate its Facilities at its own expense and within reasonable time schedules established by Licensor, to another location mutually agreeable to Licensor and Licensee. Should Licensee refuse or fail to remove its equipment or plant as provided for herein within 45 days after written notification, Licensor shall have the right to do such work or cause it to be done and the full cost thereof shall be chargeable to the Licensee, or in the alternative, to consider such failure by the Licensee to remove its equipment or plant as abandonment of all ownership rights in said property. Upon relocation, Licensee shall prepare at its own expense and provide to Licensor a revised survey plat that shows the new location of Licensee's wires, cables and equipment.

h. Licensee shall keep Licensor fully informed as to all matters in connection with or affecting the construction, reconstruction, removal, maintenance, operation and repair of Licensee's System installed hereunder. Licensee shall report to Licensor such other information relating to the Licensee as Licensor may reasonably request in writing. Licensee shall respond to such inquiries on a timely basis.

i. Licensee shall install and maintain its wires, cables, fixtures and other equipment in accordance with the requirements of all applicable City codes, ordinances and regulations, and in such a manner that they will not interfere with any existing installations of the City or of a

public utility serving the residents of the County of Albemarle or the City of Charlottesville.

4. Permit Specifications; Payment:

a. The right-of-way occupancy permitted under this License shall be approximately 3,500 linear feet of Licensee's System, to be installed in the Meadow Creek golf course in the location shown on the attached survey plat prepared by Thomas B. Lincoln Land Surveyor, Inc., dated January 12, 2006, revised February 10, 2006, a copy of which is attached to this License as Exhibit A.

b. The granting of this License is conditioned upon the payment by Licensee to Licensor of the annual sum of Six Thousand, Nine Hundred Forty and 00/100 Dollars (\$6,940.00), which represents the fee for the use of approximately 3,500 linear feet of property in the City of Charlottesville that is subject to this License. Annual payments shall be due and payable on or before January 10th of each year commencing for the year 2016 and shall be due and payable at a like date each year during the term of the Permit. In the event that Licensee's payments are not timely made, a ten percent (10%) surcharge shall be due and payable to Licensor. All payments by Licensee pursuant to this License shall be made to the City of Charlottesville.

5. Safety Requirements:

a. Licensee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injury to the public or to constitute a nuisance. Licensee shall install such equipment and employ such personnel to maintain its facilities so as to assure efficient service, and shall have the equipment and personnel necessary to make repairs promptly.

b. Licensee shall install and maintain its System in accordance with the requirements of applicable building codes and regulations of the City of Charlottesville and the statutes and regulations of appropriate Federal and State agencies, including but not limited to the Federal Communications Commission and the U.S. Army Corps of Engineers, which may now be in effect or enacted, and in such a manner that will not interfere with any installations of the City of Charlottesville or of any public utility serving residents of the County of Albemarle or the City of Charlottesville.

c. Licensee's System, wherever situated, or located, shall at all times be kept and maintained in a safe operating condition and in good order and repair.

6. Liability and Indemnification:

a. By acceptance of this License, Licensee agrees that it shall indemnify, protect, defend and hold forever harmless the Licensor, its elected officials, officers, agents, representatives and employees, and their successors, legal representatives and assigns, from any and all claims of every kind and nature whatsoever, and from liabilities, losses, costs, judgments, penalties, damages, and expenses, including reasonable attorney's fees and expenses of litigation incurred in the defense of any such claim arising out of or relating to the installation, operation or maintenance by the Licensee of the Licensee's System or the Licensee's failure to perform

any of the obligations of this License, including but not limited to claims for injury or death to any person or persons, or damages to any property, as may be incurred by or asserted against Licensor, or its elected officials, officers, agents, representatives and/or employees, directly or indirectly, by reason of the installation, operation or maintenance by the Licensee of the Licensee's System within the area subject to this License. Licensee shall pay, and by acceptance of this Permit, the Licensee specifically agrees that it will pay all damages and penalties which Licensor may legally be required to pay as a result of installation, operation or maintenance by the Licensee of the Licensee's System or the Licensee's failure to perform any of the obligations of this Permit. These damages or penalties shall include all damages arising from the installation, operation or maintenance of the System authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this Permit, and Licensor shall not be responsible in any manner for any damage to the System and which may be caused by Licensee or other persons regardless of the cause of damage. Notwithstanding the foregoing, Licensee shall not be required to indemnify, protect, defend or hold harmless Licensor for claims arising out of or relating, in whole or in part, to the negligence or willful conduct of Licensor.

b. Licensee shall maintain, and by its acceptance of this License, specifically agrees that it will provide throughout the term of the Permit, workers compensation insurance in such amounts of coverage as required by the Commonwealth of Virginia and liability insurance coverage with regard to all damages mentioned in subsection (a) above in the following minimum amounts, whichever is greater:

1. General Liability Insurance - \$1,000,000 per occurrence; \$2,000,000 aggregate limits. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville is to be included as additional insured with respect to General Liability coverage
2. Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles. Minimum coverage of \$1,000,000 combined single limit for each accident. The City of Charlottesville is to be included as additional insured with respect to Auto Liability coverage.

c. Licensee agrees that all insurance contracts providing any of the above-required coverage will be issued by one or more insurance carriers duly authorized to do business in the Commonwealth of Virginia and will contain the following required provisions:

1. The Licensor, its elected officials, officers, agents, employees and representatives shall be included as additional insureds (as the interests of each may appear) as to all applicable coverage.
2. The amount and conditions of said liability and comprehensive insurance may be increased upon sixty (60) days written notice by Licensor should the protection afforded by this insurance be deemed by Licensor to be insufficient for the risk created by this License. At no time, however, will any such increase in the amount of required liability and comprehensive insurance exceed that which is customarily required of other franchises or contractors of services for similar situations of risk.

3. Prior to the commencement of any work pursuant to this License and at least annually thereafter Licensee shall make available to Licensor evidence of such insurance coverage certifying that such coverage is in full force and effect. Evidence of Licensee's insurance is available at www.centurylink.com/moi.

7. Licensor's Rights in License:

a. Licensee shall construct, maintain and operate said System in the locations described in Exhibit A and will at all times comply with all reasonable requirements, regulations, laws and ordinances now in force, and which may hereafter be adopted by the City of Charlottesville and be applicable to the construction, repair or maintenance of said system or use of the property subject to this License. Failure of the Licensee to comply with any of the terms of this License or failure to pay the License fees prescribed by this Agreement shall be cause for Licensor to revoke this License. Without limiting the generality of the foregoing, Licensor also reserves the right to terminate and cancel this License and all rights and privileges of the Licensee hereunder in the event that the Licensee: (1) violates any rule, order or determination of the City of Charlottesville made pursuant to this License, except where such violation is without fault or through excusable neglect; (2) becomes insolvent, unable or unwilling to pay its legal debts, or is adjudged a bankrupt; (3) attempts to evade any of the provisions of this License; (4) practices any fraud or deceit upon the Licensor, or either of them or; (5) fails to begin construction of its System within one hundred eighty (180) days from the date this License is granted and to continue such construction without unreasonable delay or interruption until completed.

b. Licensor's right to revoke this License pursuant to section 7.a may be exercised only after written notice of default and a thirty (30) day period for Licensee to cure such default except for any act of default involving the payment of money or failing to provide any insurance coverage required hereunder in which event said thirty (30) day period shall be reduced to three (3) business days. The right is hereby reserved to the City of Charlottesville to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations of general applications to all similarly situated Licensees as it shall find necessary in the exercise of its police power provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.

8. Assignment:

The License granted pursuant to this Agreement shall not be assigned by the Licensee without the prior written consent of the Licensor, which consent may be granted or withheld in Licensor's sole discretion; provided, however, that Licensee may assign this License to a governmental entity without consent of the Licensor, and provided further that the sale or transfer of a controlling interest in Licensee shall not be considered an assignment within the meaning of this paragraph.

9. Notice:

For the purpose of giving notice as provided for in this Permit, the following addresses are provided:

For the Licensee:

CenturyLink Communications, LLC
100 CenturyLink Drive
Monroe, LA 71203
Attention: Gary Pace

For the Licensor:

Maurice Jones
City Manager
P. O. Box 911
Charlottesville, VA 22902

With a copy to:
S. Craig Brown
City Attorney
P. O. Box 911
Charlottesville, VA 22902

Unless and until a different address is provided in writing by Licensee to Licensor, the placing of notices in the United States Mail addressed to the Licensee as set forth above by registered or certified mail, return receipt requested, shall constitute compliance with the provisions of this Section.

10. Miscellaneous:

If any section, subsection, sentence, clause, phrase or portion of this Permit is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions hereof. This Permit shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia. All claims, disputes and other matters in question between the Licensee and Licensor, or either of them, arising out of or relating to this Permit, or the breach thereof, shall be decided in a state or federal court in the Commonwealth of Virginia that has subject matter jurisdiction over the claim or dispute. The Licensee, by accepting this Permit, specifically consents to venue in either state or federal court in Virginia and waives any right to contest venue in Virginia.

WHEREFORE, this Permit has been authorized by the City Council of the City of Charlottesville, Virginia in an open meeting on _____, 2016, and the governing body has authorized the execution of this License by the City Manager, as attested by the Clerk of the governing body, and the Licensee has accepted the terms and conditions of this License as evidenced by its corporate presents which have been executed by and

through its authorized officers.

This _____ day of _____, 2016.

Licensee: CenturyLink Communications, LLC

By: Gary L. Pace 
Mgr. National Contract Admin & ROW

Title: _____

Licensor: City of Charlottesville, Virginia

By: _____
Maurice Jones, City Manager

Approved as to Form:

Andrew A. Gore, Asst. City Attorney

Attest:

Paige Rice, Clerk of Council

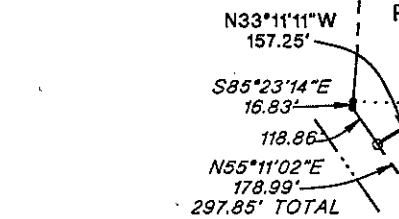
Legal Description FOR 10' QWEST COMMUNICATIONS LICENSE AREA ON
TMP 48B-1.

Commencing at the Point of Beginning situated on the property line of Parcel A being located on the northern bank of the Rivanna River South 85°23'14" East 16.83 feet and thence North 55°11'02" East 118.86 feet from the common corner of Parcels A and B; thence along the centerline of a 10 foot license area North 33°11'11" West, a distance of 157.25 feet; thence North 51°26'06" East, a distance of 547.23 feet; thence North 46°12'47" East, a distance of 341.25 feet; thence North 23°09'26" East, a distance of 436.23 feet; thence North 01°48'00" East, a distance of 346.05 feet; thence North 00°45'41" East, a distance of 310.23 feet; thence North 02°15'39" East, a distance of 26.12 feet; thence North 13°39'12" West, a distance of 9.42 feet; thence North 13°46'39" West, a distance of 52.34 feet; thence North 13°46'43" West, a distance of 158.74 feet; thence North 13°47'04" West, a distance of 135.48 feet; thence North 13°46'11" West, a distance of 139.53 feet; thence North 13°50'26" West, a distance of 129.88 feet; thence North 18°23'16" West, a distance of 60.24 feet; thence North 24°18'47" West, a distance of 49.11 feet; thence North 29°42'54" West, a distance of 57.18 feet; thence North 36°37'58" West, a distance of 74.82 feet; thence North 39°56'22" West, a distance of 54.98 feet; thence North 42°54'27" West, a distance of 82.51 feet; thence North 48°52'04" West, a distance of 43.98 feet; thence North 55°52'10" West, a distance of 87.27 feet; thence North 62°57'30" West, a distance of 50.07 feet; thence North 66°28'55" West, a distance of 143.51 feet; thence North 66°35'21" West, a distance of 64.82 feet; thence North 64°49'39" West, a distance of 15.85 feet; thence North 62°45'19" West, a distance of 15.71 feet; thence North 61°17'17" West, a distance of 0.62 feet to the ending point on the eastern margin of State Route 768 (Pen Park Road) right-of-way being the End of State Maintenance and being South 29°30'24" West 53.05 feet from a monument found on the margin of State Route 768 right-of-way, containing 35,904.40 square feet, more or less.

**PLAT SHOWING A
NEW 10' QWEST COMMUNICATIONS LICENSE AREA
ACROSS TAX MAP 48B PARCEL 1**

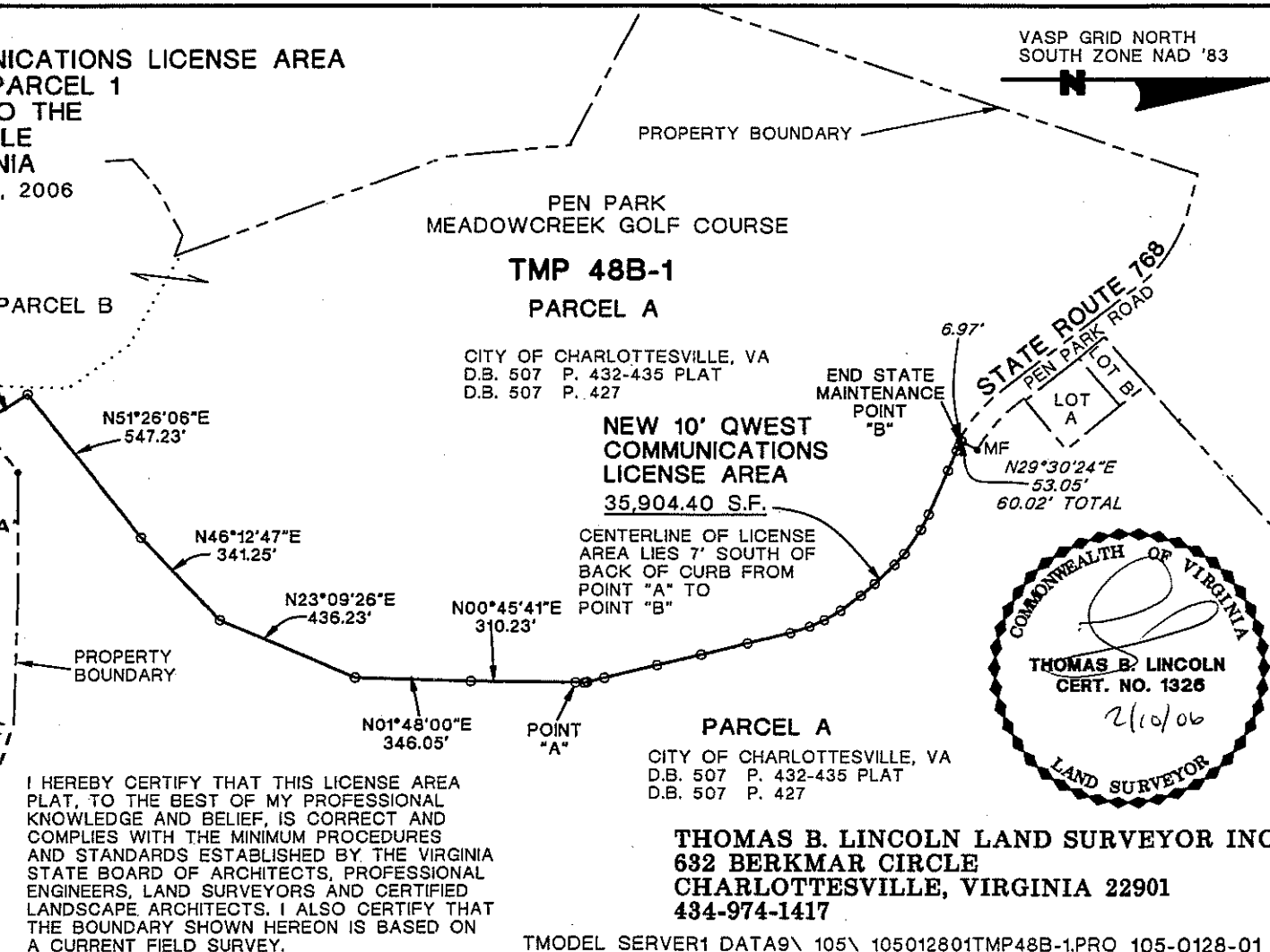
**PROPERTY BELONGING TO THE
CITY OF CHARLOTTESVILLE
CHARLOTTESVILLE, VIRGINIA**
SCALE: 1" = 400' JANUARY 6, 2006
REVISED: JANUARY 12, 2006
REVISED: FEBRUARY 10, 2006

LEGEND:
MF = MONUMENT FOUND



COURSE DATA ALONG CENTERLINE
OF LICENSE AREA FROM POINT "A"
TO POINT "B":

N02°15'39"E	26.12'
N13°39'12"W	9.42'
N13°46'39"W	52.34'
N13°46'43"W	158.74'
N13°47'04"W	135.48'
N13°46'11"W	139.53'
N13°50'26"W	129.88'
N18°23'16"W	60.24'
N24°18'47"W	49.11'
N29°42'54"W	57.18'
N36°37'58"W	74.82'
N39°56'22"W	54.98'
N42°54'27"W	82.51'
N48°52'04"W	43.98'
N55°52'10"W	87.27'
N62°57'30"W	50.07'
N66°28'55"W	143.51'
N66°35'21"W	64.82'
N64°49'39"W	15.85'
N62°45'19"W	15.71'
N61°17'17"W	0.62'



I HEREBY CERTIFY THAT THIS LICENSE AREA
PLAT, TO THE BEST OF MY PROFESSIONAL
KNOWLEDGE AND BELIEF, IS CORRECT AND
COMPLIES WITH THE MINIMUM PROCEDURES
AND STANDARDS ESTABLISHED BY THE VIRGINIA
STATE BOARD OF ARCHITECTS, PROFESSIONAL
ENGINEERS, LAND SURVEYORS AND CERTIFIED
LANDSCAPE ARCHITECTS. I ALSO CERTIFY THAT
THE BOUNDARY SHOWN HEREON IS BASED ON
A CURRENT FIELD SURVEY.

VASP GRID NORTH
SOUTH ZONE NAD '83
N

**TMP 48B-1
PARCEL A**

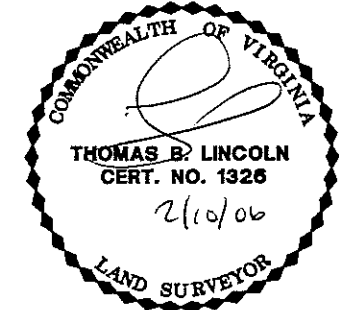
CITY OF CHARLOTTESVILLE, VA
D.B. 507 P. 432-435 PLAT
D.B. 507 P. 427

**NEW 10' QWEST
COMMUNICATIONS
LICENSE AREA**
35,904.40 S.F.

CENTERLINE OF LICENSE
AREA LIES 7' SOUTH OF
BACK OF CURB FROM
POINT "A" TO
POINT "B"

PARCEL A
CITY OF CHARLOTTESVILLE, VA
D.B. 507 P. 432-435 PLAT
D.B. 507 P. 427

THOMAS B. LINCOLN LAND SURVEYOR INC.
632 BERKMAR CIRCLE
CHARLOTTESVILLE, VIRGINIA 22901
434-974-1417



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



Agenda Date:	March 21, 2016
Action Required:	None
Presenter:	Maurice Jones, City Manager
Staff Contacts:	Leslie Beauregard, Assistant City Manager Ryan Davidson, Senior Budget and Management Analyst Maya Kumazawa, Budget and Management Analyst
Title:	Public Hearings 1. F.Y. 2017 Real Estate Tax Rate 2. Amendment to City Code - Transient Occupancy (Lodging) Tax Ordinance Change 3. City Manager's Proposed F.Y. 2017 Budget

Background:

The Council meeting on March 21st marks the first three public hearings of the F.Y. 2017 budget process. The first public hearing is held for the proposed real estate tax rate, another for an amendment to City Code changing the Transient Occupancy (Lodging) Tax rate, and a third on this same night is held for the F.Y. 2017 City Manager's Proposed Budget. The City Manager will give a very quick overview of the budget prior to the public hearings.

Legal ads were published, as required, in the Daily Progress on February 18, 2016 (real tax levy) and the remaining two on March 2, 2016 (transient lodging tax and proposed budget).

Discussion:

The proposed Real Estate Tax Rate for F.Y. 2017 is **\$.95/\$100 assessed value**, no change from F.Y. 2016.

The proposed Transient Occupancy (Lodging) Tax Rate for F.Y. 2017 is **7%**, up from the rate of 6% adopted in F.Y. 2016. This is estimated to bring in additional revenue of \$566,667 to help the City fund the increase for the schools that is not covered by the 40% target formula. In total, Transient Occupancy (Lodging) Tax revenue is expected to generate an additional \$881,167 in revenue.

The total F.Y. 2017 City Manager's General Fund Budget is proposed to be **\$161,871,784**, a **3.50%** increase over F.Y. 2016. The proposed budget also includes a **\$20.4 million** Capital Improvement Program budget.

Community Engagement:

There are several remaining opportunities for the community to provide input into the budget. In addition, a few minutes are reserved at the end of each Budget Worksession for public comment and input:

Community Budget Forum	March 23, 2016 – 7:00PM City Space Meeting Room
Council Budget Worksession (public comment at end)	March 31, 2016 – 5:00PM City Space Meeting Room
Public Hearing on Council Proposed Budget and First Reading on the Budget Appropriation and Tax Rate Ordinances	April 4, 2016 – 7:00PM Council Chambers
Council Budget Worksession (public comment at end)	April 7, 2016 – 5:00PM City Space Meeting Room
Second Reading and Budget Adoption	April 12, 2016 – 5:30PM City Hall - Second Floor Conference Room

Alignment with City Council’s Vision and Strategic Plan:

This proposed budget aligns with Council’s Vision and Strategic Plan and is detailed in the budget document.

Budgetary Impact:

N/A

Recommendation:

N/A

Alternatives:

N/A

Attachments:

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

CITY OF CHARLOTTESVILLE, VIRGINIA

CITY COUNCIL AGENDA



Agenda Date:	March 7, 2016 (ordinance revised for March 21 - 2nd reading)
Action Required:	Ordinance Adoption
Presenter:	Carrie Rainey, City Planner, Neighborhood Development Services
Staff Contacts:	Carrie Rainey, City Planner, Neighborhood Development Services
Title:	West Main Street Mixed-Use Corridors Amendment

Background:

West Main Street is a dynamic corridor that is experiencing an influx of new development and redevelopment/revitalization of existing structures. Over the past few years, there have been a number of development projects both proposed and constructed along West Main Street, particularly west of the Bridge. Many of these developments have been designed to maximize height and bulk. Of the developments constructed along the corridor, many have been perceived by the public as too large, too tall, lacking in open spaces and character, and not compatible with adjacent streets and neighborhoods.

West Main Street is an Architectural Design Control District (ADC) due to its unique architectural and historic value. All properties are subject to review by the Board of Architectural Review (BAR) for any exterior construction, reconstruction, alteration, or restoration (see Section 34-275- *Certificates of appropriateness; construction and alterations* of the City Code of Ordinances for more information). In addition, no contributing structure may be demolished without BAR approval, *see* City Code 34-277. The BAR makes its decisions in accordance with guidelines established by City Council (“ADC Guidelines”). The current ADC Guidelines were last updated on December 2, 2013, Under the proposed zoning amendments, review by the BAR will remain as it is today. **Please note, however, that the Planning Commission strongly encourages that Council direct the BAR to review the Design Guidelines (in consultation with the City’s Tree Commission), to determine whether any updates or changes are necessary or desirable, in order to assure that the guidelines and the zoning ordinance can be applied in a complementary fashion. The Planning Commission is particularly**

concerned that historically significant patterns of development be respected (such as existing areas in which buildings have been built-to the street right-of-way line) but that site design guidelines should also promote street trees, public and semi-public spaces, and amenities in locations where they would enhance the compatibility of proposed new development with architectural characteristics intended to be protected along the West Main Street corridor.

In addition to the historic/ design control district requirements referenced above, each parcel of land is also subject to general zoning requirements. The proposed zoning amendments seek to alleviate the concerns revolving around development in the West Main corridor by establishing clear building envelopes, reducing allowable heights, and encouraging adaptive reuse of existing buildings with reductions in parking requirements.

The proposed zoning amendments incorporate recommendations from a code consultant, CodeStudio, a firm that participated in the West Main Street project. The consultant team originally proposed a form based code, many elements of which subsequent staff review determined to be inappropriate for the West Main Street corridor. In May 2015 staff presented sections of the proposed amendments from the consultant's work which staff felt would be appropriate to incorporate into the West Main Street corridor districts. Council provided amendments to the original staff proposal, which was discussed by the Planning Commission on August 11, 2015, October 13, 2015, and December 8, 2015.

The report presented to the Planning Commission on August 11, 2015 can be viewed at:
<http://www.charlottesville.org/home/showdocument?id=34065>

The full report and presentation previously presented to the Planning Commission and City Council for the joint public hearing on October 13, 2015 can be viewed at:
<http://www.charlottesville.org/home/showdocument?id=34167>

At the November 2nd, 2015 meeting, City Council directed staff to present the proposed zoning amendments back to the Planning Commission, with direction set forth in the resolution adopted by Council on November 2nd, 2015, and the matter was taken up at a joint public hearing on December 8, 2015.

The full report and presentation presented to the Planning Commission and Council for the December 8, 2015 public hearing can be viewed at:
<http://www.charlottesville.org/home/showdocument?id=36293>

In response to additional questions raised by individuals at the December 8, 2016 public hearing, or in response to the public hearing notices, another joint public hearing was advertised and held on February 9, 2016.

The full report and presentation presented to the Commission and Council for the February 9, 2016 public hearing can be viewed at:

<http://www.charlottesville.org/home/showdocument?id=37842>

Discussion of February 9, 2016 Planning Commission Recommendation: On February 9, 2016, the Commission and Council conducted a joint public hearing on ZT15-00007, including modifications and additions advertised to allow for additional discussion of alternative zoning map and text provisions. The Commission’s recommendation to City Council is incorporated within the attached Proposed Ordinance. As a result of the prior direction received from Council, the Planning Commission specifically discussed and reconsidered the following aspects as possible modifications of the provisions of the draft ordinance and zoning map amendment recommended by staff:

1. Most appropriate classification for the Amtrak site (Tax Map 30 Parcels 2, 2.A, 2.B, and 2.C)

During the development of staff’s recommendations for the Proposed Rezoning, the most appropriate classification for the Amtrak parcels was a topic of significant discussion. Initially, the Planning Commission recommended that all of the Amtrak parcels (all of which are situated east of the railroad bridge) should be classified “WME”. On May 18, 2015 the City Council asked the Planning Commission to have additional discussion of what might be the most appropriate zoning district classification for the Amtrak parcels. The Commission did so, at one point determining that Tax Map Parcels 2.B and 2.C remain in the “WME” zoning district, Tax Map 30 Parcel 2 be moved to the “WMW” district, and Tax Map 30 Parcel 2.A shall be classified partially as the “WMW” zoning district and partially as the “WME” zoning district. Following the December 2, 2015 public hearing, members of Council requested the Amtrak site receive further review regarding the most appropriate zoning classification. At the February 9, 2016 public hearing, the Commission ultimately decided that the “WME” classification is the most appropriate for all of the Amtrak parcels. Staff also recommends the WME classification as being the most likely means of effecting desired patterns of use and development east of the railroad bridge, consistent with the intended purpose of the WME district.

2. Most appropriate classification for the Midway Manor parcel

During the development of staff’s recommendations for the Proposed Rezoning, staff has always regarded “WME” as the most appropriate zoning district classification for Midway Manor. On November 2, 2015 the City Council asked the Planning Commission to have additional discussion of what might be the most appropriate zoning district classification for this parcel. This site provides an anchor for the eastern end of the West Main Street Corridor. In terms of both the current and future requirements of the

community, this site is significant in terms of the impact that future redevelopment would have on the interaction between the West Main Corridor and Downtown Charlottesville. In fact, this parcel has long been considered part of the West Main Street Corridor for zoning purposes (currently zoned “West Main Street South” corridor). Mixed use development would be desirable at this site, but at a smaller scale than developments such as The Flats (WMW) or Water Street Plaza (Downtown). Staff concurs with the Planning Commission that “WME” is the most appropriate zoning classification for this property, and will serve the intended purpose of the WME district.

3. Purpose and intent of the new zoning districts

During public hearing on February 9, 2016, one speaker indicated that she found the Proposed Ordinance to be unclear as to the lack of clarity as to the distinct purposes of the West Main East and West Main West districts. Staff recommends that Council should consider the following edits to the Proposed Ordinance, to provide additional clarity on the purpose of each district.

Sec.34-541(4). *West Main Street West Corridor*. The land use and lots on West Main Street west of the railroad bridge are generally larger in size than those east of the bridge. The West Main West district (“WMW”) is established to provide the opportunity for large-scale redevelopment ~~that may with respect to alter~~ established patterns of commercial and residential development along West Main Street and that will respect the character of neighborhoods in close proximity. Within this district, the purpose of zoning regulations is to facilitate redevelopment while at the same time creating one of the primary goals is to provide a walkable, mixed use “main street” setting that encourages vibrant pedestrian activity....

Sec. 34-541(5). *West Main Street East Corridor*. The land use and lots on West Main Street east of the railroad bridge are smaller than those west of the bridge, containing existing buildings (including historic buildings) that have been renovated to accommodate modern commercial uses. Established buildings are located in close proximity to the street on which they front. Within this district, the purpose of zoning regulations is to encourage a continuation of the established pattern and scale of commercial uses, and one of the primary goals of this district is to provide to encourage an extension of a walkable, mixed use “main street” setting, eastward, from the railroad bridge continuing into to the area where the West Main Street Corridor transitions into the city’s downtown ~~that encourage vibrant pedestrian activity~~.....

Alignment with City Council Vision Areas and Strategic Plan:

The project supports City Council’s “Economic Sustainability” vision by encouraging mixed use and infill development, City Council’s “Green City” vision by providing additional opportunities for street trees and landscaping, and City Council’s “Smart Citizen-Focused Government” by providing ordinance amendments in response to community concerns regarding development on West Main Street. It contributes to Goal 2 of the Strategic Plan, Be a safe, equitable, thriving, and beautiful community, and objective 2.6, Engage in robust and context sensitive urban planning.

Community Engagement:

The Planning Commission held a joint public hearing with City Council on this matter at their meeting on October 13, 2015. The Planning Commission and Council held a second joint public hearing, after additional public notice, on December 8, 2015. The Planning Commission held a third public hearing, after additional public notice, on February 9, 2016.

At the October 13, 2015 meeting:

Several members of the public expressed support for the proposed zoning amendments:

- One speaker noted the strong community consensus for lower building heights and personally supports the proposed amendments.
- One speaker noted support of the proposed amendments and urged a careful balance between complementing the historic structure rather than overshadowing it.
- One speaker noted support of the proposed amendments but suggested the addition of a diagram to help with understanding the bicycle parking requirement.

Several members of the public expressed concern regarding the proposed zoning amendments:

- Several speakers representing Midway Manor noted concerns with redevelopment of the parcel under the proposed zoning amendments and indicated a preference to rezone Midway Manor to a different zoning district.
- Several speakers noted concern with public advertisement procedures, indicating they or their clients owning property on the West Main Street corridor but not residing in the City were not aware of the West Main Street project before notices for the public hearing were received.
- One speaker outlined a potential building configuration study undertaken for a client interested in several parcels along West Main Street. The speaker noted the client was not able to achieve the desired number of units under the proposed amendments.

At the December 8, 2015 meeting:

Several members of the public expressed support for the proposed zoning amendments:

- One speaker expressed support of the reduced heights, no penthouses allowed in the appurtenance, and a ten (10) feet minimum setback.

- One speaker expressed support of any reduction in building height.
- One speaker expressed support of the reduction in building height and the removal of the Special Use Permit for additional building height.
- One speaker expressed support of the reduced building heights to protect the historic buildings on the corridor.
- One speaker expressed support of a ten (10) feet minimum setback to provide a comfortable pedestrian experience and space amenities.
- One speaker expressed support of the proposed zoning amendments and noted concern with applying a zoning district other than the proposed West Main Street East (WME) district to 100 Ridge Street (Midway Manor).

Several members of the public expressed concern regarding the proposed zoning amendments:

- Several speakers representing the owner of 100 Ridge Street (Midway Manor) noted concerns with redevelopment of the parcel under the proposed West Main Street East (WME) district, citing historic trends for the parcel and its location across Ridge Street from the West Main Street corridor.
- A speaker representing the owner of 808-840 West Main Street (Amtrak site) noted concern with the application of the proposed West Main Street East (WME) district to the property. The speaker noted the difference in grade in the vicinity of the bridge.
- Some speakers expressed concern with the proposed amendment to the appurtenance section, citing the need for habitable space on the rooftops of buildings.
- Some speakers expressed concern with the proposed amendment to the definition of grade in relation to building height calculation, citing properties citywide in which the proposed changes may have an adverse effect.
- One speaker noted the reduction in building height limited the development of lots with existing historic structures, due to the limited density achievable as a result of the preservation of the historic structures.
- One speaker noted that he believes buildings taller than fifty two (52) feet would be appropriate on the eastern portion of the corridor. The speaker noted more time is needed to review the proposed amendments.

At the February 9, 2016 meeting:

Several members of the public expressed support for the proposed zoning amendments:

- One speaker expressed support of the reduced heights and urged the Planning Commission to pass the proposed changes, as the character of West Main Street east of the bridge and the neighborhoods on either side are in danger.
- A representative from Preservation Piedmont expressed support for the staff recommended zoning amendments, noting West Main Street's proximity to world heritage sites.

- A representative from Southern Environmental Law Center expressed support for the proposed zoning amendments, noting the importance of striking a careful balance between the character and unique neighborhoods and development.
- A representative from the Sierra Club expressed support for the proposed zoning amendments, noting the Club sees the recommendations as positive and referencing the narrow sidewalk sections where two-way pedestrian travel is barely accommodated.

Several members of the public expressed concern regarding the proposed zoning amendments:

- Several speakers representing the owner of 100 Ridge Street (Midway Manor) noted concerns with redevelopment of the parcel under the proposed West Main Street East (WME) district, citing its location in the downtown neighborhood and requesting to be included in the Water Street District instead.
- One speaker expressed concern with the proposed amendments to the definition of building height and how it is calculated.
- One speaker expressed concern with the reduction of allowable height in a city that is landlocked, noting the major changes in elevation that occur on some sites.
- One speaker expressed concern that the proposed amendments would create stagnation on West Main Street, noting the zoning amendments adopted in 2003 facilitated more urban development on the corridor.
- A representative for Union Station Partners expressed concern with the previous recommendation by the Planning Commission to divide the Amtrak site between WME and WMW zoning, noting the dividing line as arbitrary.
- One speaker expressed concern with the previous recommendation by the Planning Commission to reduce the minimum primary street setback to zero (0) feet, noting that the streetscape plan has not been approved and cannot be counted on to achieve expanded sidewalks.

Budgetary Impact:

No direct budgetary impact is anticipated as a direct result of amending the West Main Street Mixed Use Corridor districts.

Recommendation:

The Commission voted to recommend that ZT15-0007 as proposed and publicly advertised for the February 9, 2016 public hearing, incorporating the Commission’s recommendations included in the Planning Commission’s Resolution passed on February 9, 2016. The Ordinance attached to this Agenda Memo reflects the Planning Commission’s recommendation.

Alternatives:

City Council has several alternatives:

- (1) by motion, take action to approve the attached ordinance for rezoning (as recommended by the Planning Commission);
- (2) by motion, take action to approve the attached ordinance for rezoning with modifications, as deemed necessary or desirable by Council;
- (3) by motion, take action to deny the attached ordinance for rezoning; or
- (4) by motion, defer action on the attached ordinance for rezoning.

Attachments:

1. **PROPOSED ORDINANCE, recommended by the Planning Commission on February 9, 2016**
2. **PROPOSED ZONING MAP, amendment proposed on July 28, 2015**
3. **RESOLUTION, passed by the Planning Commission on February 9, 2016**
4. **MEMORANDUM: Proposed West Main Street Zoning Changes, from Office of Economic Development**

ORDINANCE

TO REPEAL THE PROVISIONS OF CITY CODE CHAPTER 34
ARTICLE VI (MIXED USE CORRIDOR DISTRICTS)
DIVISION 1 (GENERAL), SECTIONS 34-541(4) (West Main North Corridor) AND 34-
541(5)(West Main South Corridor), and corresponding changes to DIVISION 16 (USE
MATRIX), Section 34-796
AND ALSO TO REPEAL THE PROVISIONS OF CHAPTER 34, ARTICLE VI, DIVISION 5
(Regulations—West Main Street North Corridor (“WMN”)) and
DIVISION 6 (Regulations—West Main Street South Corridor (“WMS”))
AND TO AMEND AND RE-ENACT SUCH PROVISIONS, IN ORDER TO ESTABLISH
ZONING REGULATIONS FOR TWO NEW ZONING DISTRICTS, TO BE KNOWN AS THE
WEST MAIN WEST (“WMW”) AND WEST MAIN EAST (“WME”)
CORRIDOR DISTRICTS, AND ALSO TO AMEND THE ZONING MAP REFERENCED IN
34-1(1) AND TO AMEND THE PROVISIONS OF SEC. 34-SEC. 34-796 (Use Matrix—Mixed
use corridor districts); SEC. 34-1101 (Appurtenances) and SEC. 34-1200 (Definitions)
AND TO ADD A NEW SEC. 34-881 (Bicycle Parking for WME and WMW zoning districts)

WHEREAS, by motion, the Charlottesville City Planning Commission initiated ZT15-00007, proposing consideration of certain zoning text amendments as well as the amendment of the City’s official zoning map, in order to repeal the existing mixed use zoning district classifications referred to as “West Main North Corridor” (WMN) and “West Main South Corridor” (WMS), and the zoning text regulations for those districts, and to establish in their place two new zoning district classifications, “West Main West Corridor” (WMW) and “West Main East Corridor” (WME), along with zoning regulations for the new districts and a zoning map amendment reclassifying certain parcels of land from the WMN and WMS districts to the new WMW and WME districts, as shown on a map dated July 28, 2015 (collectively, the zoning text and zoning map amendments constitute the “Proposed Rezoning”); and

WHEREAS, the Planning Commission’s motion stated that the Proposed Rezoning is required by the public necessity, convenience, general welfare or good zoning practice; and,

WHEREAS, (i) notice of a public hearing of the Proposed Rezoning, to be conducted jointly by the Planning Commission and City Council on February 9, 2016, was advertised in accordance with Va. Code Sec. 15.2-2204, (ii) notice of the Proposed Rezoning was given to property owners in accordance with Va. Code Sec. 15.2-2204, and (iii) a joint public hearing on the Proposed Rezoning was held before the Planning Commission and City Council on December February 9, 2016; and

WHEREAS, the Planning Commission and City Council also conducted joint public hearings on the Proposed Rezoning, each held after advertised public notice and notice to affected property owners, on October 13, 2015, 2015 and December 8, 2015, respectively; and

WHEREAS, on February 9, 2016 the Planning Commission adopted a resolution, recommending that City Council should adopt Proposed Rezoning, with several modifications; and

WHEREAS, this Council finds and determines that the public necessity, convenience, general welfare or good zoning practice requires the Proposed Rezoning; that the Proposed Rezoning is reasonable; and that the Proposed Rezoning is consistent with the Comprehensive Plan; and

WHEREAS, this Council also finds and determines that the Proposed Rezoning will accomplish the objectives of Virginia Code § 15.2-2200, and has been designed to give reasonable consideration to each of the following purposes: to provide for adequate light, air, convenience of access; to facilitate the creation of an attractive, convenient and harmonious community; to protect against destruction of or encroachment upon historic areas; to protect against overcrowding of land, undue density of population in relation to community facilities existing or available; obstruction of light and air; danger and congestion in travel and transportation; to provide for the preservation of land areas of significance for the protection of the natural environment; and

WHEREAS, this Council has reviewed the Planning Commission's recommendations, all of the staff materials and public comments offered by citizens in connection with the Proposed Rezoning; and has determined that the proposed zoning text and zoning map amendments have been drawn and applied with reasonable consideration for the matters set forth within Virginia Code § 15.2-2284, including the existing use and character of property, the comprehensive plan, the suitability of property for various uses, the trends of growth or change, the current and future requirements of the community as to land for various purposes, the transportation requirements of the community, the requirements for public services, the conservation of natural resources, the conservation of properties and their values and the encouragement of the most appropriate use of land throughout the city, and other matters set forth within Virginia Code § 15.2-2284; NOW, THEREFORE,

BE IT ORDAINED by the Council of the City of Charlottesville that Chapter 34 (Zoning) is hereby amended and re-ordained, as follows:

NOTES FOR REVIEWING PROPOSED TEXT AMENDMENTS:

Yellow highlights reflect Council's modifications by 3/7/2016 Motion

Black text: represents new ordinance provisions ("text amendments") recommended by staff.

Blue text: indicates existing zoning text incorporated into this ordinance

Red text: represents the Planning Commission's changes (additions or ~~deletions~~) to staff's recommended ordinance. recommended for consideration by City Council

1. Article I (Administration), Section 34-1(1) is amended as follows:

Effective as of the date of adoption of this ordinance, the zoning district map referenced in Sec. 34-1(1) is hereby amended and readopted, to reflect amendments changing the zoning district classifications of each of the parcels of land in the West Main Street Corridor from their existing WMN and WMS classifications, to new classifications of West Main West Corridor ("WMW") and West Main East Corridor ("WME"), and Council finds each change in classification to be reasonable and appropriate, as follows:

- i. The property having an address of 100 Ridge Street, identified on City Tax Map 28 as Parcel 93, and currently zoned "West Main South Corridor", shall be classified as "**Water Street Corridor (WSD)**";
- ii. The property addressed as 810-820 West Main Street, identified on City Tax Map 30 as Parcel 2, and currently zoned "West Main South Corridor", shall be classified as "WME";
- iii. The property identified on City Tax Map 30 as Parcel 2.A, and currently zoned "West Main South Corridor," shall be classified as "WME";
- iv. All other parcels currently zoned WMN or WMS (identified within the list of affected parcels prepared by staff in connection with ZT15-00007, and on the Zoning Map referenced within City Code Sec. 34-1(1)), shall be classified as "WMW" or "WME" in accordance with the proposed amended Zoning Map dated July 28, 2015.

2. Article VI (Mixed Use Corridor Districts), Sections 34-541(4) and 34-541(5) are hereby repealed, and the following provisions are enacted in their place:

Sec. 34-541. - Mixed use districts—Intent and description.

.... (4) *West Main Street West Corridor*. The land use and lots on West Main Street west of the railroad bridge are generally larger in size than those east of the bridge. The West Main West district (“WMW”) is established to provide the opportunity for large-scale redevelopment **that may alter** established patterns of commercial and residential development along West Main Street and **that will respect the character of** neighborhoods in close proximity. Within this district, **the purpose of zoning regulations is to facilitate redevelopment while at the same time creating** a walkable, mixed use “main street” setting that encourages vibrant pedestrian activity. The following streets shall have the designations indicated:

- (a) Where only one street abuts a lot, that street is considered the primary street.
- (b) Where more than one street abuts a lot, the following are considered primary streets:
 - (1) West Main Street
 - (2) Roosevelt Brown Boulevard
 - (3) Jefferson Park Avenue
 - (4) Wertland Street
 - (5) 10th Street NW
- (c) Where a lot with multiple street frontages on the primary streets listed in section (b) exists, each frontage is considered a primary street.
- (d) Where a lot has multiple street frontages, streets not listed in section (b) above will be considered a linking street.

(5) *West Main Street East Corridor*. The land use and lots on West Main Street east of the railroad bridge are smaller than those west of the bridge, containing existing buildings (including historic buildings) that have been renovated to accommodate modern commercial uses. Established buildings are located in close proximity to the street on which they front. **Within this district, the purpose of zoning regulations is to encourage a continuation of the established pattern and scale of commercial uses, and to encourage an extension of a walkable, mixed use “main street” setting eastward from the railroad bridge, continuing into the area where the West Main Street Corridor transitions into the City’s downtown.** Within the West Main Street East district (“WME”), the following streets shall have the designations indicated:

- (a) Where only one street abuts a lot, that street is considered the primary street.
- (b) Where more than one street abuts a lot, the following are considered primary streets:
 - (1) West Main Street
 - (2) Commerce Street
 - (3) South Street
 - (4) Ridge Street
 - (5) 7th Street SW
 - (6) 4th Street NW
- (c) Where a lot with multiple street frontages on the primary streets listed in section (b) exists, each frontage is considered a primary street.
- (d) Where a lot has multiple street frontages, streets not listed in section (b) above will be considered a linking street.

3. Article VI (Mixed Use Districts), Division 5, Sections 34-616 through 34-622 are hereby repealed, and the following provisions are enacted in their place:

DIVISION 5. – REGULATIONS – WEST MAIN STREET WEST (“WMW”)

Sec. 34-617. – Height regulations.

- (a) The height regulations shall apply to buildings within the West Main Street West (“WMW”) Corridor district:
 - (1) Minimum height: 35 feet
 - (2) Maximum height: 75 feet
- (b) Notwithstanding the provisions of Sec. 34-1100(a) or Sec. 34-1200 (definitions of “building height” or “grade”), the height of a building within the WMW district shall mean the vertical distance measured from grade level to the level of the highest point of the roof of the building.
 - (1) For the purposes of this provision, the term “grade level” shall refer to the average level of the curb at the primary street frontage. If a lot has frontage on West Main Street and on another primary street, then average level of the curb along the West Main Street frontage shall be used to determine building height.

- (2) For the purposes of this provision, reference to the “highest point of the roof” shall mean: the level of a flat roof; the deck line of a mansard or parapet roof; or, for buildings with gable, hip or gambrel roofs, the level of the average height between the eaves and ridge.
- (c) The first floor of every building shall have a minimum height, measured floor to floor, of fifteen (15) feet. ~~height minimums shall apply to buildings within the West Main Street West Corridor district:~~
 - (1) ~~Minimum first floor height: 15 feet, measured from floor surface to ceiling~~
 - (2) ~~Minimum height for all other floors: 9 feet, measured from floor surface to ceiling~~

Sec. 34-618. – Streetwall regulations.

- (a) Setbacks shall be required, as follows:

- (1) *Primary street frontage:* ~~zero (0)~~ **ten (10) feet minimum**; twenty (20) feet maximum. At least eighty (80) percent of the building façade width of a building must be in the build-to zone adjacent to a primary street.
- (2) *Linking street frontage:* **Five (5) feet minimum; twelve (12) feet maximum.** At least forty (40) percent of the building façade width of a building must be in the build-to zone adjacent to a linking street.
- (3) *Side and rear setback, adjacent to any low density residential district:* **Twenty (20) feet, minimum.**
- (4) *Side and rear setback, adjacent to any other zoning district:* **None required.**

- (b) Stepback requirement.

The maximum height of the streetwall of any building or structure shall be forty (40) feet. At the top of the streetwall height, there shall be a minimum stepback of ten (10) feet.

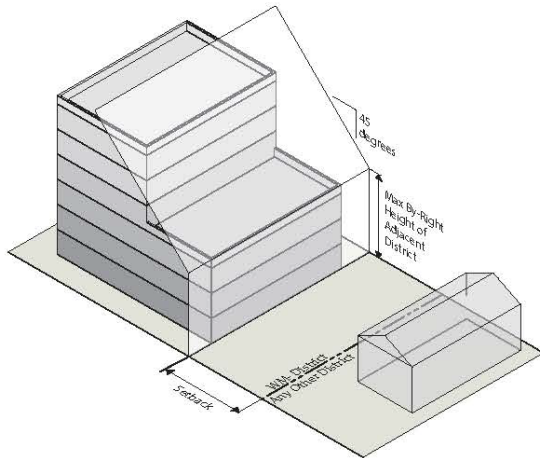
- (c) Building width requirement.

The apparent mass and scale of each building over ~~two hundred (200)~~ **one-hundred (100)** feet wide shall be reduced through the use of ~~façade building and material~~ modulation and articulation to provide a pedestrian scale and architectural interest, and to ensure the building is compatible with the character of the district. This determination shall be made by the Board of Architectural Review through the Certificate of Appropriateness process.

Sec. 34-619. – Bulk plane and buffer.

- (a) Bulk plane.

- (1) To promote building massing compatible with adjacent districts, a bulk plane shall apply where **the rear of** a lot in the West Main Street West district abuts any other zoning district, **and where any side of a lot in the West Main Street West district abuts a low density residential zoning district**. No building may extend into a 45 degree angular plane projecting above the lot measured at the interior edge of any required setback, starting at a height equal to the maximum allowed height in the adjacent zoning district.
- (2) The bulk plane ends at each lot line adjacent to a street right-of-way.



(b) Buffer.

Along the frontage with any low density residential district, side and rear buffers shall be required, ten (10) feet, minimum, consisting of an S-1 type buffer (refer to section 34-871).

Sec. 34-620. - Mixed-use developments—Additional regulations.

No ground floor residential uses or parking garage, other than ingress and egress to the garage, may front on a primary street, unless a building fronts on more than one (1) primary street, in which case ground floor residential uses may front on one (1) primary street. Under no circumstances, however, shall any No ground floor residential uses shall front on West Main Street.

Sec. 34-621. - Density.

Residential density shall not exceed (200) DUA.

Sec. 34-622. - Additional regulations.

- (a) Developments that occupy an entire city block shall provide courtyards and plazas accessible from adjacent public rights-of-way.**
- (b) No ground floor residential uses shall front on West Main Street.**
- (c) For uses requiring more than twenty (20) off-street parking spaces, no more than fifty percent (50%) of such required spaces shall consist of surface parking open to the sky.**
- (d) No off-street loading areas may face any public right-of-way.**

Sec. 34-623. – Parking requirements adjustment.

Article VIII, Division 3, Off-Street Parking and Loading, applies to development in this district, except that:

- (1) Parking lot buffers are required only along the edge(s) of a low density district.
- (2) No parking is required for any retail use having less than 5,000 square feet in floor area.

Secs. 34-624—34-635. - Reserved.

4. Article VI (Mixed Use Districts), Division 6, sections 34-636 through 34-642 are hereby repealed, and the following provisions are hereby enacted in their place:

DIVISION 6. – REGULATIONS – WEST MAIN STREET EAST (“WME”)

Sec. 34-637. – Height regulations.

- (a) The height regulations shall apply to buildings within the West Main Street East (WME) Corridor district:
 - (1) Minimum height: 35 feet
 - (2) Maximum height: 52 feet
- (b) Notwithstanding the provisions of Sec. 34-1100(a) or of Sec. 34-1200 (definitions of “building height” or “grade”), the height of a building within the WME district shall mean the vertical distance measured from grade level to the level of the highest point of the roof of the building.

- (1) For the purposes of this provision, the term “grade level” shall refer to the average level of the curb at the primary street frontage. If a lot has frontage on West Main Street and on another primary street, the average level of the curb along the West Main Street frontage shall be used to determine building height.
 - (2) For the purposes of this provision, reference to the “highest point of the roof” shall mean: the level of a flat roof; the deck line of a mansard or parapet roof; or, for buildings with gable, hip or gambrel roofs, the level of the average height between the eaves and ridge.
- (c) The first floor of every building shall have a minimum height, measured floor to floor, of fifteen (15) feet. ~~height minimums shall apply to buildings within the West Main Street West Corridor district:~~
- (1) ~~Minimum first floor height: 15 feet, measured from floor surface to ceiling~~
 - (2) ~~Minimum height for all other floors: 9 feet, measured from floor surface to ceiling~~

Sec. 34-638. – Streetwall regulations.

(a) Setbacks shall be required, as follows:

- (1) *Primary street frontage:* ~~Zero (0)~~ **ten (10) feet minimum**; twenty (20) feet maximum. At least eighty (80) percent of the building façade width of a building must be in the build-to zone adjacent to a primary street.
- (2) *Linking street frontage:* **Five (5) feet minimum; twelve (12) feet maximum.** At least forty (40) percent of the building façade width of a building must be in the build-to zone adjacent to a linking street.
- (3) *Side and rear setback, adjacent to any low density residential district:* **Twenty (20) feet, minimum.**
- (4) *Side and rear setback, adjacent to any other zoning district:* **None required.**

(b) Stepback requirement.

The maximum height of the streetwall of any building or structure shall be forty (40) feet. At the top of the streetwall height, there shall be a minimum stepback of ten (10) feet.

(c) Building width requirement.

The apparent mass and scale of each building over ~~two hundred (200)~~ **one-hundred (100)** feet wide shall be reduced through the use of ~~façade building and material~~ modulation and articulation to provide a pedestrian scale and architectural interest, and to ensure the building is

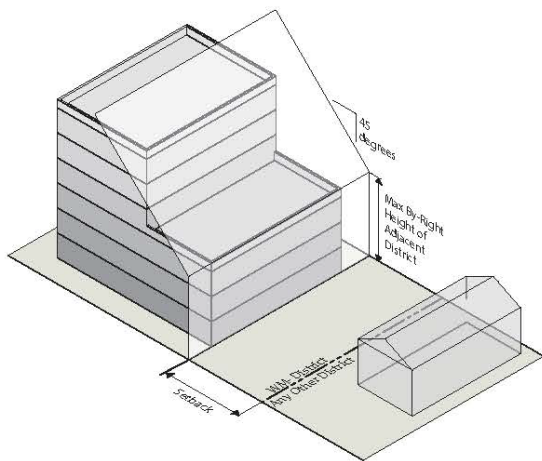
compatible with the character of the district. This determination shall be made by the Board of Architectural Review through the Certificate of Appropriateness process.

Sec. 34-639. – Bulk plane and buffer.

(a) Bulk plane.

(1) To promote building massing compatible with adjacent districts, a bulk plane shall apply where **the rear of a lot in the West Main Street East district abuts any other zoning district, and where any side of a lot in the West Main Street East district abuts a low density residential zoning district.** No building may extend into a 45 degree angular plane projecting above the lot measured at the interior edge of any required setback, starting at a height equal to the maximum allowed height in the adjacent zoning district.

(2) The bulk plane ends at each lot line adjacent to a street right-of-way.



(b) Buffer.

Along the frontage with any low density residential district, side and rear buffers shall be required, ten (10) feet, minimum, consisting of an S-1 type buffer (refer to section 34-871).

Sec. 34-640. - Mixed-use developments—Additional regulations.

No ~~ground floor residential uses or parking garage, other than ingress and egress to the garage, may front on a primary street, unless a building fronts on more than one (1) primary street, in which case ground floor residential uses may front on one (1) primary street.~~ Under no

~~circumstances, however, shall any~~ No ground floor residential uses shall front on West Main Street.

Sec. 34-641. - Density.

Residential density shall not exceed (200) DUA.

Sec. 34-642. - Additional regulations.

(a) Developments that occupy an entire city block shall provide courtyards and plazas accessible from adjacent public rights-of-way.

(b) No ground floor residential uses shall front on West Main Street.

(c) For uses requiring more than twenty (20) off-street parking spaces, no more than fifty percent (50%) of such required spaces shall consist of surface parking open to the sky.

(d) No off-street loading areas may face any public right-of-way.

Sec. 34-643. – Parking requirements adjustment.

Article VIII, Division 3, Off-Street Parking and Loading, applies, except that:

- (1) Parking lot buffers are required only along the edge(s) of a low density district.
- (2) No parking is required for any retail use having less than 5,000 square feet in floor area.

Secs. 34-644—34-655. - Reserved.

5. Article VI (Mixed Use Districts), Division 16 (Use Matrix), Sec. 34-796 (Use matrix—mixed use corridor districts), is hereby amended as follows:

Sec. 34-796. Use matrix—Mixed use corridor districts.

Amend the headings *identifying the Zoning Districts*, to substitute “WMW” in place of “WMS” and to substitute “WME” in place of “WMN”

And then,

In the column specifying uses allowed in the WME zoning district, make the following changes:

<i>Use Types</i>	<i>Zoning District WME</i>	<i>Zoning District WMW</i>
Auto parts and equipment sales	<u>B</u>	B
Data center > 4,000	<u>S</u>	S
Artistic instruction, up to 10,000 SF	<u>B</u>	B
Hotels/ motels 100+ guest rooms	S <u>B</u>	B
Museums, up to 10,000 GFA	S <u>B</u>	B
Indoor health/sports clubs 4,001-10,000 GFA	S <u>B</u>	B
Indoor health/ sports clubs, more than 10,000 GFA	S <u>B</u>	B
General Retail, up to 10,000 GFS	S <u>B</u>	B
General Retail, more than 10,000 GFA	S <u>B</u>	B
Other Retail, 4,001 to 20,000	S <u>B</u>	B
Other Retail, more than 20,000	<u>S</u>	S

6. Article VIII (Required Improvements), Division 3 (Off-street Parking and Loading) is hereby amended, to add a new Sec. 34-881, as follows:

Sec. 34-882. – Bicycle parking requirements for WME and WMW zoning districts.

In the West Main Street East (WME) and West Main Street West (WMW) zoning districts, bicycle parking spaces shall be required for new buildings and developments, the addition of new enclosed floor area to an existing building, and for any change in use of any building.

(a) Required bicycle spaces.

(1) Bicycle space requirements by use.

Use	Long Term Spaces Required	Short Term Spaces Required
General retail	1 space per 10,000 square feet of floor area, 2 minimum	1 space per 5,000 square feet of floor area, 2 minimum
Office	1.5 spaces per 10,000 square feet of floor area, 2 minimum	1 space per 20,000 square feet of floor area, 2 minimum
Off-street parking lots and garages available to the general public either	1 space per 20 auto spaces, minimum	1 space per 10 auto spaces or minimum

WEST MAIN STREET ZONING DISTRICT REGULATIONS
 PROPOSED ZONING TEXT AMENDMENTS
 Recommended by Planning Commission February 9, 2016
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without charge or on a fee basis	requirement is 2 spaces. Unattended lots excepted	requirement is 6 spaces. Unattended lots excepted
Single family dwelling	No spaces required	No spaces required
Multi-family dwelling with private garage for each unit	No spaces required	0.1 space per bedroom, 2 minimum
Multifamily dwelling without private garage	0.5 spaces per bedroom, 2 minimum	0.1 space per bedroom, 2 minimum
Senior housing	0.5 spaces per bedroom, 2 minimum	0.1 space per bedroom, 2 minimum
Lodging (hotel, motel)	1 space for every 10 spaces of required automobile parking, 2 minimum	No spaces required
General food sales and groceries	1 space per 10,000 square feet of floor area, 2 minimum	1 space per 2,000 square feet of floor area, 2 minimum
Non-assembly cultural (library, government buildings, courts, etc.)	1.5 spaces for each 10 employees, 2 minimum	1 space per 8,000 square feet of floor area, 2 minimum
Assembly (houses of worship, theater, auditorium, outdoor assembly, etc.)	1.5 spaces for each 20 employees, 2 minimum	Spaces for 5% of maximum expected daily attendance
Health clinic/hospitals	1.5 spaces for each 20 employees or 1 space per 50,000 square feet of floor area, whichever is greater, 2 minimum	1 space per 20,000 square feet of floor area, 2 minimum
Public, parochial, and private day care centers for 15 or more children	1.5 spaces for each 20 employees, 2 minimum	1 space for each 20 students of planned capacity, 2 minimum
Public, parochial, and private nursery schools, kindergartens, and elementary schools (1-3)	1.5 spaces for each 10 employees, 2 minimum	1.5 space for each 20 students of planned capacity, 2 minimum
Public, parochial, and private elementary schools (4-6), junior high, and high schools	1.5 spaces for each 10 employees plus 1.5 spaces per each 20 students of planned capacity, 2 minimum	1 space for each 10 students of planned capacity, 2 minimum
Transit facility	Spaces for 7% of projected a.m. peak period daily ridership	Spaces for 2% of a.m. peak period daily ridership

Use	Spaces Required	Short-Term/Long-Term
Residential	0.5 per unit	80%/20%
Public/Institutional	1 per 5,000 SF, 2 min	90%/10%
Food and drink service	1 per 2,500 SF, 2 min	80%/20%
Lodging	0.5 per guest room	80%/20%
All other commercial and industrial uses	1 per 2,500 SF, 2 min	80%/20%

~~(2) In developments wherein the requirements listed in Section 34-644(a)(1) result in less than one full bicycle parking space being required for long term parking, the director of neighborhood development services may determine the appropriate percentages of short-term and long-term spaces to be applied to the development.~~

(b) Location of bicycle parking.

- (1) Bicycle parking spaces must be located on paved or pervious, dust-free surface with a slope no greater than three percent (3%). Surfaces cannot be gravel, landscape stone or wood chips.
- (2) Bicycle parking spaces must be a minimum of two (2) feet by six (6) feet. ~~There must be an access aisle a minimum of 3 feet in width.~~
- (3) Bicycle parking spaces must be placed at least three (3) feet from all vertical surfaces such as walls, fences, curbs, etc.
- (4) Bicycle racks must be provided to accommodate each bicycle parking space. Racks shall be placed such that each required bicycle parking space must be accessible without moving another bicycle, and its placement must not result in a bicycle obstructing a required walkway or drive aisle.
- (5) Up to 25% of bicycle parking may be structured parking, vertical parking or wall mount parking, provided there is an adequate access aisle.
- (6) All racks must accommodate cable locks and "U" locks, must permit the locking of the bicycle frame and one wheel to the rack, and must support a bicycle in a stable position.

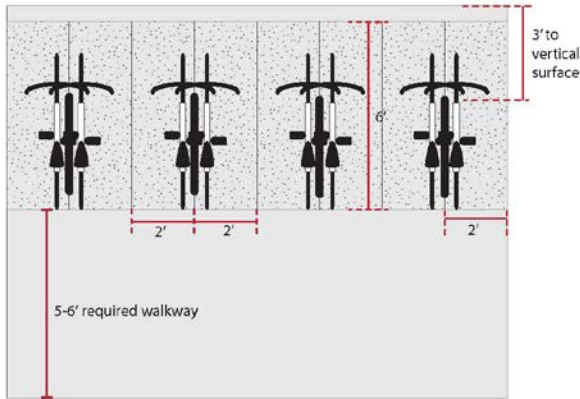
(c) Example of bicycle parking layout.

WEST MAIN STREET ZONING DISTRICT REGULATIONS
PROPOSED ZONING TEXT AMENDMENTS

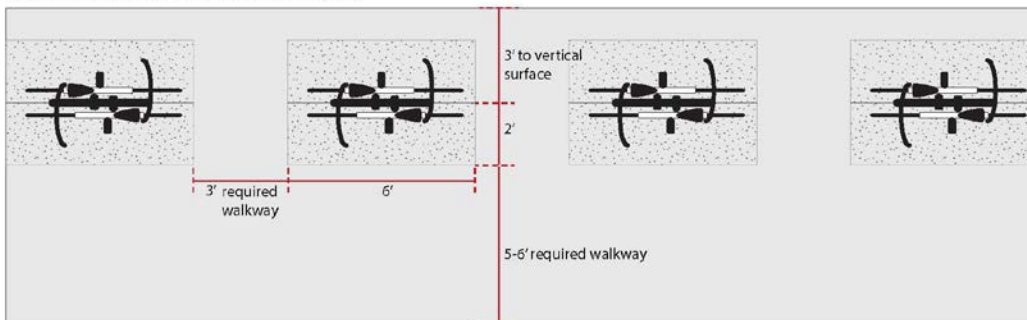
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EXAMPLE 1 (16' x 12') accomodates 8 bicycles



EXAMPLE 2 (33' x 10') accomodates 8 bicycles



(d) Short-term bicycle parking.

Required short term bicycle parking shall be visible from nearby bikeways and conveniently located to the main building entrance, no further than 50 feet. Short-term bicycle parking must meet all other applicable design standards of the City.

(e) Long-term bicycle parking.

(1) Required long-term bicycle parking spaces must be located in enclosed and secured or supervised areas providing protection from theft, vandalism and weather, and must be accessible to intended users.

(2) Required long-term bicycle parking for residential uses may be located within dwelling units or within deck, patio areas or private storage areas accessory to dwelling units if documented and approved by the director of neighborhood development services.

(3) Long-term bicycle parking spaces for nonresidential uses may be located off-site, within 300 feet of the site, upon a determination by the director of neighborhood development services that this arrangement would better serve the . The off-site parking

distance is measured in walking distance from the nearest point of the remote parking area to the closest primary entrance of the use served.

7. **ARTICLE IX, Sec. 34-1101 is hereby amended and re-ordained, as follows:**

Sec. 34-1101. - Appurtenances.

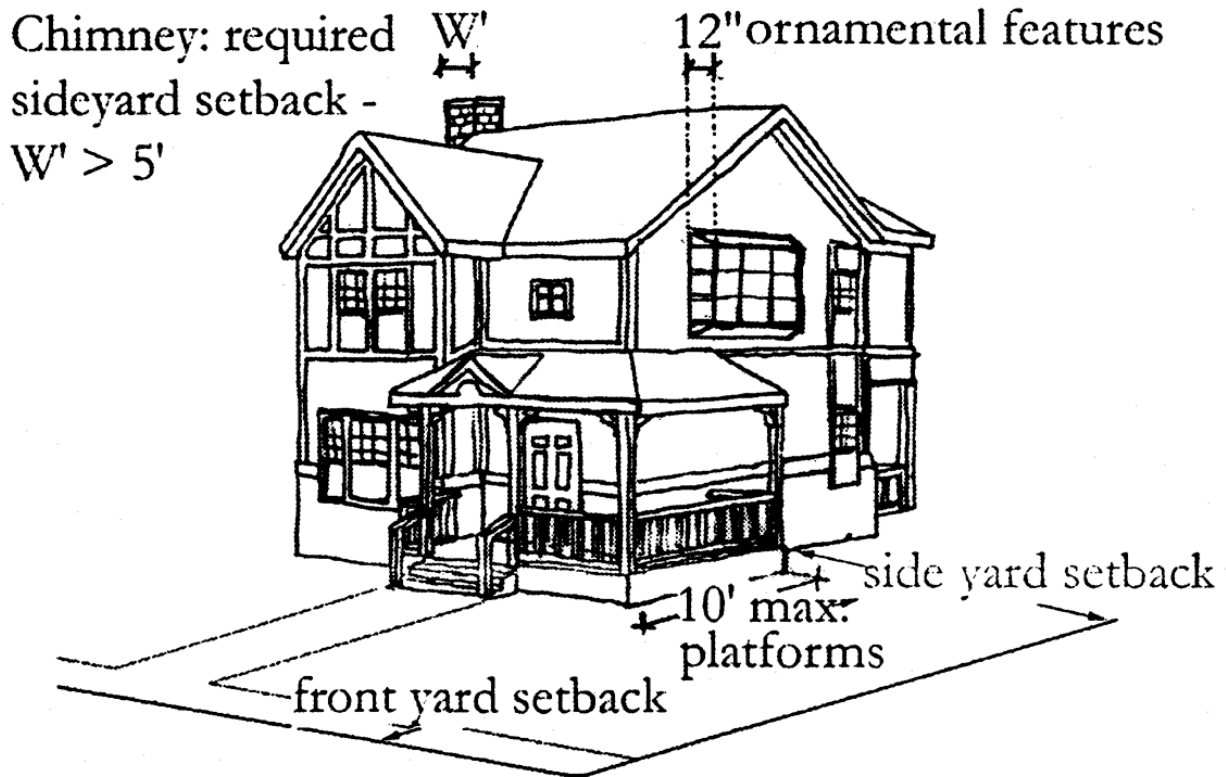
(a) An appurtenance to a building or structure shall not be counted in measuring the height of a building or structure.

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

(c) No rooftop appurtenance shall: (i) itself measure more than sixteen (16) feet in height above the building, or (ii) cover more than twenty-five (25) percent of the roof area of a building. ~~A roof-top appurtenance may contain useable floor area, but such area may only be used for or as an accessory to a residential or commercial use allowed within the applicable zoning district~~

~~(d) Within a rooftop appurtenance, no enclosed space shall be designed or used as any type of habitable residential space. The provisions of this paragraph shall not preclude open-air space on a building rooftop from being used accessory to the primary use of the building.~~

~~(d)~~ (e) The following appurtenances may encroach into minimum required yards as specified:



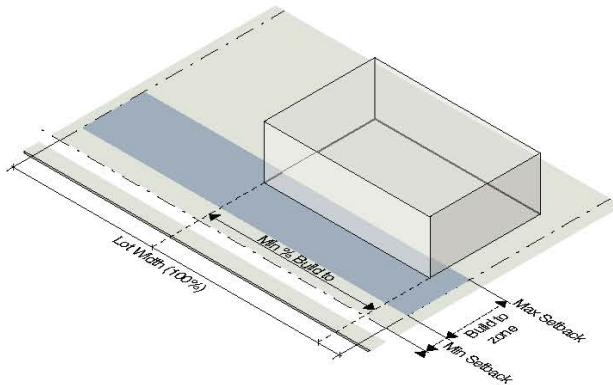
Appurtenances

- (1) Window sills, roof overhangs, belt courses, cornices and ornamental features may encroach into a required yard by no more than twelve (12) inches,
- (2) Open lattice-enclosed fire escapes, fireproof outside stairways, and the ordinary projections of chimneys and flues may encroach into a required rear yard by no more than five (5) feet.
- (3) Chimneys or flues being added to an existing building may encroach into a required side yard, but not closer than five (5) feet to the side lot line.
- (4) Elevator shafts and mechanical equipment which are screened in accordance with the requirements of Sec. 34-872.
- (5) Handicapped ramps meeting ADA standards may encroach into a required yard.
- (6) Except as otherwise provided above:

- a. Uncovered appurtenances which have a maximum floor height of three (3) feet above the finished grade may encroach into any required yard, but not closer than five (5) feet to any lot line and no more than ten (10) feet into a required front yard; however, no such appurtenance shall occupy more than thirty (30) percent of a rear yard.
- b. Any appurtenance to a single- or two-family dwelling, having a height greater than three (3) feet above finished grade may encroach into a required front yard by up to ten (10) feet, but no closer than five (5) feet to a front lot line; however, such appurtenance shall be in compliance with the applicable side yard setback;
- c. No enclosed appurtenance, regardless of height (including but not limited to a screened-in porch) shall encroach into any required yard.

8. ARTICLE X is amended and re-ordained, to add a new definition (“build-to-zone”):

Build-to-zone is the area between the minimum and maximum allowable setbacks along a street frontage. A building façade may be required to maintain a minimum percentage in the build-to-zone, measured based on the width of the building divided by the width of the lot. Minor deviations such as recessed entries, recessed balconies, and architectural features are considered to be at the same setback as the building façade immediately adjacent to those features.

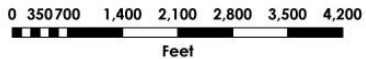
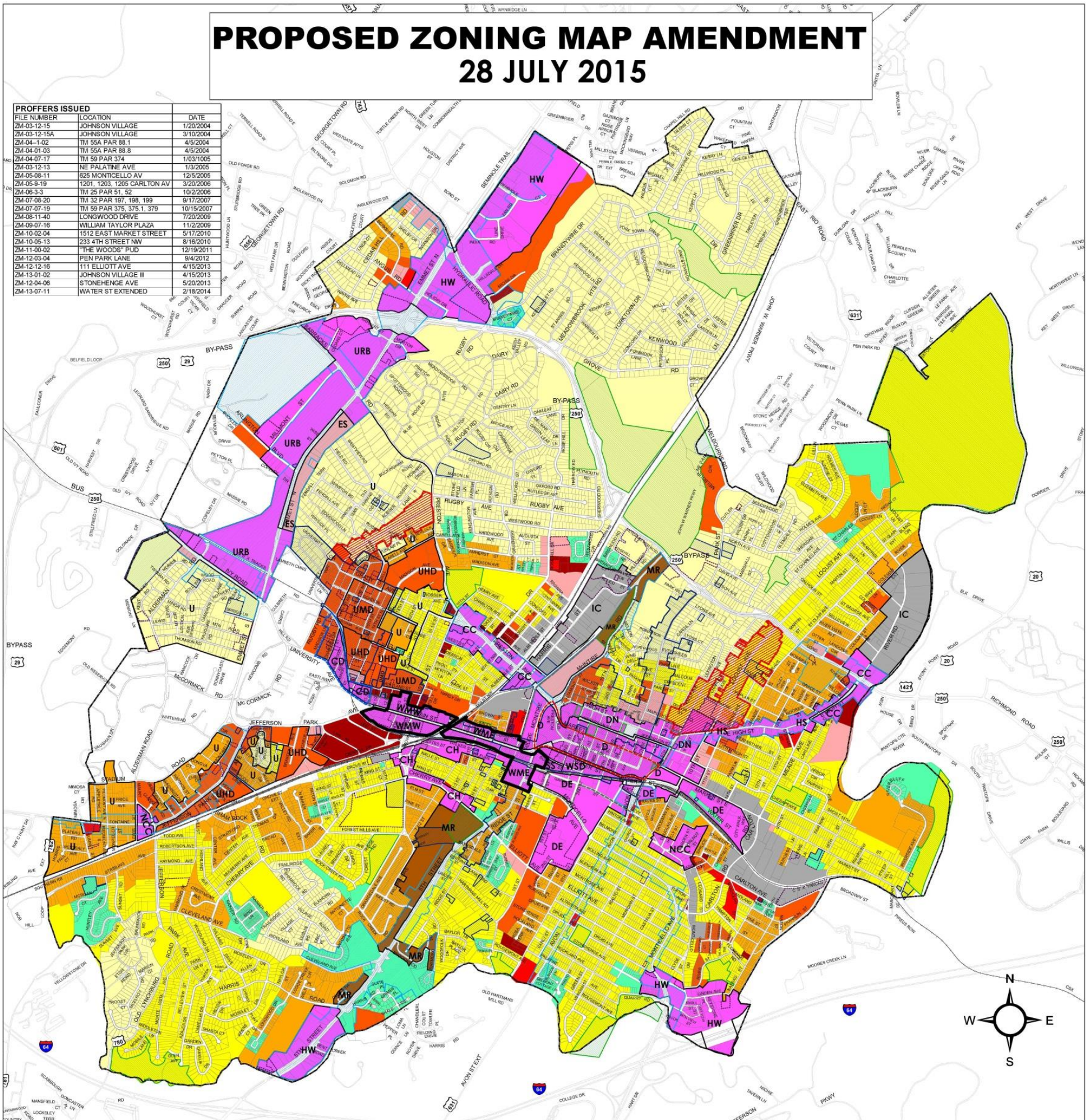


AND BE IT FURTHER ORDAINED that, effective on adoption of this Ordinance, the City's Board of Architectural Review is directed to review the City's Design Guidelines, **in coordination with other city regulatory review and advisory bodies**, and to report back to City Council with any proposed revisions or updates that may be necessary or desirable as a result of the zoning text and zoning map amendments that have been approved herein.

CITY OF CHARLOTTESVILLE ZONING DISTRICT MAP

PROPOSED ZONING MAP AMENDMENT 28 JULY 2015

FILE NUMBER	LOCATION	DATE
ZM-03-12-15	JOHNSON VILLAGE	1/20/2004
ZM-03-12-15A	JOHNSON VILLAGE	3/10/2004
ZM-04-1-02	TM 55A PAR 88.1	4/5/2004
ZM-04-01-03	TM 55A PAR 88.1	4/5/2004
ZM-04-07-17	TM 59 PAR 374	1/03/2005
ZM-03-12-13	NE PALATINE AVE	1/3/2005
ZM-05-08-11	625 MONTICELLO AV	12/5/2005
ZM-05-9-19	1201, 1203, 1205 CARLTON AV	3/20/2006
ZM-06-3-3	TM 25 PAR 51, 52	10/2/2006
ZM-07-08-20	TM 32 PAR 197, 198, 199	9/17/2007
ZM-07-07-19	TM 59 PAR 375, 375.1, 379	10/15/2007
ZM-08-11-40	LONGWOOD DRIVE	7/20/2009
ZM-09-07-16	WILLIAM TAYLOR PLAZA	11/2/2009
ZM-10-02-04	1512 EAST MARKET STREET	5/17/2010
ZM-10-05-13	233 4TH STREET NW	8/16/2010
ZM-11-00-02	THE WOODS' PUD	12/19/2011
ZM-12-03-04	PEN PARK LANE	9/4/2012
ZM-12-12-16	111 ELLIOTT AVE	4/15/2013
ZM-13-01-02	JOHNSON VILLAGE III	4/15/2013
ZM-12-04-06	STONEHENGE AVE	5/20/2013
ZM-13-07-11	WATER ST EXTENDED	2/18/2014



Special Use Permits are identified on the map for general reference only. Refer to the original SUP file for further information.

Neighborhood Development Services Readopted April 6, 2009

- RESIDENTIAL**
- R-1
 - R-1U
 - R-1S
 - R-1SU
 - R-2
 - R-2U
 - R-3
 - UMD University Medium Density
 - UHD University High Density
 - MR McIntire-5th Residential
 - PUD Planned Unit Development

- COMMERCIAL**
- B-1
 - B-2
 - B-3
 - ES Emmet Street Commercial
- OVERLAY DISTRICTS**
- Public Park Protection
 - Architectural Design Control Districts and Individually Protected Properties
 - Historic Conservation District
 - Entrance Corridors
 - Corner Parking Zone
 - Parking Modified Zone
 - Urban Corridor Parking Zone
 - Special Use Permits

- MIXED USE**
- D Downtown Corridor
 - DE Downtown Extended Corridor
 - DN Downtown North Corridor
 - WME West Main East Corridor
 - WMW West Main West Corridor
 - CC Central City Corridor
 - URB Urban Corridor
 - HS High Street Corridor
 - HW Highway Corridor
 - NCC Neighborhood Commercial Corridor
 - CH Cherry Avenue Corridor

- INDUSTRIAL**
- M-1
 - IC Industrial Corridor

AMENDMENT DATES

July 22, 2009	January 22, 2014
October 1, 2009	February 18, 2014
November 10, 2009	September 2, 2014
November 19, 2009	December 1, 2014
October 29, 2010	June 1, 2015
November 15, 2010	July 20, 2015
June 22, 2011	October 5, 2015
September 21, 2011	
December 5, 2011	
December 19, 2011	
January 3, 2012	
February 6, 2012	
March 5, 2012	
June 11, 2012	
December 7, 2012	
April 15, 2013	
May 6, 2013	
May 20, 2013	
September 16, 2013	
November 4, 2013	
December 2, 2013	
December 16, 2013	

RESOLUTION OF THE CHARLOTTESVILLE PLANNING COMMISSION
No. 2016-1: Recommending Approval of ZT15-0007

BE IT RESOLVED by the Charlottesville Planning Commission that, subject to several modifications, the zoning text and zoning map amendments proposed by ZT15-00007, as described and set forth within the Commission's December 8, 2015 and February 9, 2016 agenda materials, are required by the public necessity, convenience, general welfare or good zoning practice, and are consistent with the City's Comprehensive Plan. THEREFORE, this Commission does hereby adopt the following recommendations:

The proposed ZONING TEXT AMENDMENTS should be approved by City Council, with the following modifications:

1. The Building Setbacks for both the West Main East and West Main West districts should be within a range from fifteen (15) feet, minimum, up to twenty (20) feet, maximum in Section 34-618(a)(1) and Section 34-638(a)(1). The BAR and Tree Commission should work together with City Council to prepare updates to the design guidelines for the West Main Street design control district, to assure appropriate criteria for design review of site design and building setbacks for specific development sites;
2. The Use Matrix set forth in Section 34-796 should be modified so that all of the uses currently allowed in the West Main South District will also be allowed in the new West Main East and West Main West districts;
3. The Bicycle Parking requirements set forth in Section 34-881 should be adopted in accordance with the recommendations of staff included within the agenda materials;
4. New provisions should be added to Sections 34-617 and 34-637, to specify that Building Height in both the West Main East and West Main West districts should be measured: from the average grade level of the curb along a parcel's primary street frontage, to the highest point of a building. If a parcel has frontage on both West Main Street and another primary street, then the average grade level of the curb on West Main Street shall be used to measure the height of a building on that parcel. The highest point of a building shall be its roof, which means: the level of a flat roof; the deck line of a mansard roof; the deck line of the roof on a building with a parapet; or, for buildings with gable, hip or gambrel roofs, the level of the average height between the eaves and ridge;
5. The Appurtenance Regulations shown in Section 34-1101 should be modified to clarify that no enclosed space may be designed or used as any type of habitable residential space, but open-air space on a building may be used accessory to the primary use of the building.

AND the following zoning map amendments should be approved by City Council:

1. For the parcel addressed as 810-820 West Main Street, identified on City Tax Map 30 as Parcel 2 (currently zoned "West Main Street South") the Commission recommends the new "West Main Street East" classification as the most reasonable and appropriate zoning district classification.
2. For the parcel identified on City Tax Map 30 as Parcel 2.A (currently zoned "West Main Street South"): the Commission recommends the new "West Main Street East" as being the most reasonable and appropriate zoning district classification.
3. For the parcel identified on City Tax Map 28 as Parcel 93, having an address of 100 Ridge Street (currently zoned "West Main Street South") the Commission recommends the new

“West Main Street East” classification as the most reasonable and appropriate zoning district classification; and

4. For all of the other parcels of land classified on the City’s current Zoning Map as either “West Main North” or “West Main South”, the Commission recommends that all of those parcels should be re-classified as either “West Main East” or “West Main West,” in accordance with the proposed Amended Zoning Map dated July 28, 2015, and finds that those recommended classifications are reasonable and appropriate for those parcels.

Adopted February 9, 2016

Moved by: Lisa Green Seconded by: Jody Lahendro

“Ayes”:

Jody Lahendro
Genevieve Keller
Kurt Keesecker
Lisa Green
John Santoski

“Nays”:

None

Certified by:


Carolyn McCray



Memo

To: Maurice Jones, City Manager
From: Chris Engel, CEcD, Director of Economic Development
Date: 10/30/15
Re: Proposed West Main Street Zoning Changes

In 2003, the City undertook a significant effort to overhaul its zoning ordinance which had last been updated in the 1970s. The new zoning ordinance was guided by the 2001 Comprehensive Plan update which clearly recognized the limited opportunity the City has within its ten square miles for further development. The new code created fourteen mixed-use districts along key corridors that allow and encourage high density mixed-use buildings. The City's proactive approach sent a strong signal to the development community that the City welcomed greater density and would help to facilitate it in the built environment. In the decade since the private sector has responded and the City has seen record levels of investment primarily focused on the mixed-use districts. From 2005 – 2014 the City saw unprecedented levels of investment totaling over \$1 billion dollars.

As the council considers changes to the zoning along West Main Street (WMS), I feel compelled to offer some concerns from an economic development perspective.

1. The proposed West Main East Corridor District (WME) zoning shrinks the permissible building envelope resulting in a reduction in the buildable square footage along the corridor. As part of the analysis the consultant team determined the buildable square footage of three potential development sites on West Main Street under the current and the proposed zoning. The results indicate an average 40% reduction in total buildable square footage from the current zoning to the proposed form based code. This is due to the lower height limit and the removal of the special use permit option.

As job creation is a key component of economic development, anytime buildable square footage is reduced the opportunity to place that space in employment generating uses is reduced. For instance, Site 2 of the analysis, in the 600 block of West Main Street, has a reduction of 42,000 SF in total buildable area. Using a proxy of 250 SF per employee the capacity of a new building constructed under the proposed WME zoning to house employees would be reduced by 29%.

2. An extensive fiscal impact analysis was performed by RCLCO as part of the overall WMS project. The rigorous analysis indicated no significant difference in net fiscal impact between the current and proposed zoning conditions. While it is useful to know the net revenue the City can expect under each scenario over a twenty year period the study does not address the actual feasibility of a project from a developer perspective. The feasibility of a project reflects a series of key inputs that ultimately result in a return on investment analysis that must meet investor expectations. If a project is not financially feasible under the proposed zoning it fails to be viable and will in all likelihood not be build. Land values along the corridor are reflective of the current zoning and if the reduction in height, particularly on the proposed WME, translates into projects that are not financially feasible the corridor may stagnate with inactivity.
3. The pre-2003, B-5 zoning for WMS had a height limit of 50'. The WME proposed zoning has a height limit of 52' with no opportunity to achieve additional height from a special use permit.
4. The current proposal suggests a one to one swap of the current West Main South/West Main North districts for the West Main East/West Main West. From a planning standpoint, this may be the most effective method to implement this change. However, there are several parcels fronting on Ridge Street and one on West Main Street (current Amtrak station site) that may benefit from further consideration for inclusion in an adjacent existing district.

Just as the 2003 zoning overhaul resulted in a strong signal to the development community that the City was interested in mixed-use and greater density along the commercial corridors, it is quite possible that the proposed changes, particularly to the WME district, may send the opposite signal causing limited investment for a considerable period of time and ultimately reducing the holding capacity of the land.

It is my belief that effective economic development programs work within the confines of the community's values and do not try and proscribe those values. As such, I am not suggesting that the concerns outlined above outweigh the work of the consultants and staff or the significant amount of public sentiment on this topic. I simply want to be sure that the council is fully aware of the potential impacts of this zoning change prior to making a decision.

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	March 21, 2016
Action Required:	Approval or Disapproval of a Conceptual Streetscape Plan Option
Presenter:	Carrie Rainey, Urban Designer, NDS
Staff Contacts:	Missy Creasy, Assistant Director, NDS Carrie Rainey, Urban Designer, NDS
Title:	West Main Street Conceptual Streetscape Plan Options

Background

On August 17th, 2015, Council deliberated the proposed conceptual plan for the West Main Street corridor. Council passed a resolution to move forward with staff recommended parking strategies outlined in those materials. In addition, on August 17th, Council also indicated a desire for the streetscape plan to be further considered by the Steering Committee, with the addition of representatives from the Fire Department, Police Department, and an additional UVA representative. The additional representatives were added to the Steering Committee as directed by Council in September 2015.

On September 24th, 2015 Council held a work session wherein Council directed the West Main Street Steering Committee to consider several items, including:

1. Maintain bus pull-offs.
2. Move bike lanes to be adjacent to travel lane with parking buffer.
3. Alternative parallel parking more frequently to ensure parallel parking is available on both sides of the street- ensure some parallel parking remains on the south side adjacent to Amtrak.
4. Increase parallel parking on west side of project.
5. Explore adding a dedicated left turn lane at 7th Street.
6. Explore widening sidewalks through obtaining private property or utilizing setback spaces in agreement with property owners.
7. Explore widening the sidewalk on the north side of West Main Street at Ridge Street in front of the Marriott hotel.

8. Cost and value of undergrounding utilities on the east side only (leaving west side utilities as is).
9. Other utility options, including relocating utilities to a block off of West Main Street.
10. Retain slip lane from eastbound West Main Street to southbound Ridge Street; ensure a taxi parking/pull off area is created.
11. Install a public parking garage.
12. Save all healthy trees.
13. Update drawing.
14. Ensure all crosswalks are updated.
15. Retain Fourth Street turn lanes.
16. Set a schedule for trash pick-up and deliveries to maximize available parking.

The Steering Committee met on December 17th, 2015 and January 14th, 2016 to discuss the items identified by Council listed above. The Steering Committee decided to support two design alternatives for the Streetscape Plan. The Steering Committee has prepared a report to Council, which is attached to this memorandum.

Discussion

Due to the complex nature of the West Main Street corridor, the Steering Committee has decided to provide two design alternative options to Council for the Streetscape Plan. Option 1 includes continuous dedicated bicycle lanes, while Option 2 transitions shared lanes for motorists and bicyclists in the central area of the study corridor. The two options are detailed in attachments to this memorandum, including the advantages and challenges of each option, a matrix outlining how each option addresses the items provided by Council (listed in the **Background** section above), and an analysis of utility pole conflicts particular to each option.

Next Phases of Design

The two options for the Streetscape Plan are conceptual designs that would be refined through subsequent phases of the project. Once an option is chosen, the final layout and details of the streetscape will evolve based on feedback from the community and City officials. The next phases of design would include 1) a schematic design, which refines and further details the chosen conceptual Streetscape Plan, and 2) detailed design that would be packaged in construction documents for use during the construction of street improvements. Both design and construction of the project could be completed in two phases: east of the bridge and west of the bridge.

Pilot Program

The work session presentations for Council by the consultant team in December 2014 and March 2015 outlined the estimate of probable cost for the original proposed Streetscape Plan. With any major street redesign, the associated costs for construction and design will be substantial (approximately \$30 million). The two options currently presented to Council have negligible cost differences from the original Streetscape Plan. The pursuit of several federal and state funding sources is recommended to minimize direct effective cost for the City.

The West Main Street Steering Committee has proposed the implementation of a pilot project to test the ideas put forth in the Streetscape Plan, which was outlined in the materials provided at the August 17th, 2015 Council meeting. A link to those materials is included below under the **Community Engagement** section. A pilot could be designed to test items such as curb extensions and bike facilities with striping or cost-effective items such as moveable planters. It is important to note that the parking strategies outlined above must be implemented before the removal of parallel parking spaces to ensure adequate access to businesses on the corridor. A pilot program should be designed with established metrics to measure success, as well as a specified timeframe to ensure the public does not begin to view the pilot as permanent.

While the pilot project budget requirements are much less than full implementation of the Streetscape Plan, it is not without cost. Designs must be created by City staff or by consultants, materials must be procured, installation by City staff or contractors must be coordinated and implemented, and study and analysis of the programs' success must be undertaken. However, funds remain designated for the West Main Street project, West Main Street is eligible for repaving in 2016 through Public Works Street Paving and Maintenance Program, and funding for striping work is available through the Bicycle Improvements Fund.

Community Engagement

The West Main Street Streetscape project has included extensive community engagement activities, which were detailed in the August 17th, 2015 Council materials. These materials can be downloaded at: <http://www.charlottesville.org/home/showdocument?id=34075>

2014 Council Vision Areas

Each of the Council Vision Areas can be addressed through the West Main Street Streetscape Plan, regardless of which option is chosen. The following Areas will be particularly impacted by the project.

Economic Sustainability

The West Main Street Streetscape Plan seeks to retain and grow the patrons of the corridor by creating a pleasant and usable space for all users, thereby sustaining the customer base for local businesses.

C'ville Arts and Culture

The West Main Street Streetscape Plan proposes the commission and installation of new public art along the corridor. Several potential locations are identified in the Plan, and additional opportunities may be discovered during the next phases of design. The Plan also recommends celebrating the unique history of the adjacent neighborhoods through informational plaques and commemorative art at locations such as the bridge across the railroad tracks.

A Green City of Charlottesville

The West Main Street Streetscape Plan proposes a 400% increase in street trees along the corridor. In addition, a variety of large-canopy, medium-canopy, columnar, and small trees are proposed to create an interesting and healthy plant culture. Species are proposed for both their visual interest and their ability to adapt and thrive in the West Main Street environment. The Plan also establishes several areas for Low Impact Development where green infrastructure practices could be utilized and highlighted. Recommendations for technologies to preserve tree root zones prevent compaction, a deadly force upon many urban trees. The Plan also proposes undergrounding overhead utilities, which are limiting to the health and canopy of large trees due to the regular trimming or removal of branches to prevent conflicts with utility lines.

America's Healthiest City

The West Main Street Streetscape Plan encourages physical activity by creating a safe and welcoming place to walk or bike. The Plan's proposed increase in tree canopy discussed above may also have a positive impact on the environmental quality of the immediate area through carbon dioxide reduction, although the exact effect is currently unknown.

A Connected Community

The West Main Street Streetscape Plan improves the walkability and bikeability of a vital corridor connecting neighborhoods, downtown, and the University of Virginia. The Plan also improves bus service on the City's busiest route by adding shelters and amenities and creating access to the Jefferson School on Fourth Street, a highly desired connection.

The 2015 Bicycle and Pedestrian Master Plan ranked West Main Street as the second highest priority project for bicycle infrastructure. Portable counters have been installed on West Main Street since May 2015 in order to measure bicycle traffic in the corridor. Well over 50,000

bicyclists have been recorded from May 2015 until January 2016. Further information on the data collected can be viewed at: <http://www.charlottesville.org/departments-and-services/departments-h-z/neighborhood-development-services/transportation/bicycle-and-pedestrian/data>

Strategic Plan Goals

The West Main Street Streetscape meets many of the aspects of Council's Strategic Plan:

Goal 2: Be a safe, equitable, thriving and beautiful community

2.1. Provide an effective and equitable public safety system: The West Main Street corridor is an important route for emergency response personnel. The Streetscape Plan maintains effective movement through the corridor by providing elements such as dedicated bicycle lanes wherein motorists may pull over to allow emergency vehicle passage and reconfiguring intersection geometry to increase emergency vehicle turning capacity.

2.2. Consider health in all policies and programs: The West Main Street Streetscape Plan provides a pleasant and safe atmosphere for walking and biking; activities with improve citizen health in a variety of ways.

2.3. Provide reliable and high quality infrastructure: The West Main Street Streetscape Plan recommends reorientation of public and private utilities in locations that reduce conflicts with elements such as tree roots. Undergrounding utilities also minimizes potential outages due to the increased protection. Implementation of the Plan will call for new technologies to improve longevity of streetscape elements, such as Sliva Cells to reduce sidewalk upheaval and deterioration from tree roots.

2.4. Ensure families and individuals are safe and stable: The West Main Street Streetscape Plan improves safety for all users by providing wider sidewalks where pedestrians can safely pass on another, and dedicated bike facilities to minimize conflicts with vehicular traffic.

2.5. Provide natural and historic resources stewardship: The West Main Street Streetscape Plan proposes locations for art and installations providing education on the history of the West Main Street area and adjacent neighborhoods.

2.6. Engage in robust and context sensitive urban planning: The West Main Street Streetscape Plan is the result of extensive public engagement, Steering Committee efforts, and the collaboration of a variety of disciplines to create a comprehensive plan for the corridor. The Plan takes into account the existing features of the corridor, the historic resources, and the vibrant commercial fabric.

Goal 3: Have a strong diversified economy

3.2. Attract and cultivate a variety of new businesses: The West Main Street Streetscape Plan provides a pleasant and safe atmosphere for walking and biking; the potential changes in travel modes may encourage businesses geared towards these groups (i.e. cycling shops, etc.)

3.3. Grow and retain viable businesses: The West Main Street Streetscape Plan improves the quality of the experience for users on the street, encouraging patrons to linger on the corridor and potentially visit multiple businesses. The Plan also improves access to the businesses on West Main Street for all users.

3.4. Promote diverse cultural tourism: The West Main Street Streetscape Plan improves the quality of the experience for users on the street, attracting visitors who desire to walk and bike in pleasant locations while traveling. At the time of this report, one hotel is under construction on the corridor, and another is under site plan development. These projects have the potential to greatly increase the number of tourists spending time on West Main Street.

Budgetary Impact

Both options for the West Main Street Streetscape Plan include substantial associated costs (close to \$30 million). These costs could be greatly offset by federal and state funding opportunities. However, many funding sources require projects to be either shovel-ready, or substantially ready in order to qualify for funds. These sources of funding could be pursued further along in the design process.

Design fees to complete schematic and final designs, prepare construction documents, and consultant assistance with bidding and construction phases will cost approximately \$3 million.

The parking strategies will have associated costs that are difficult to determine until negotiations begin with property owners.

The pilot program is estimated to have a budget of approximately \$75,000.00. As outlined above, existing funds are available to complete this work. The following funds are currently available for this project:

FY2015 Approximately \$630,000 is still available.

FY2016 \$500,000 has been designated for West Main Street.

The budget for fiscal years 2017 – 2021 has not been approved by the date of this memorandum. The currently proposed budget recommends the West Main Street improvements receive \$10 million (\$10,000,000) in additional fund over fiscal years 2017-2019.

Recommendations

Staff recommends the following:

1. Selection and approval of a **conceptual Streetscape Plan option**, but waiting to begin schematic and detail design phases until the approved parking strategies and the pilot program are implemented and measured for success. These tasks are estimated to require one year to complete, which may change depending on time required to establish parking agreements and other considerations.
2. Moving forward with the **creation of a pilot program**, with the stipulation that installation will not occur until parking management strategies are in place. Staff recommends a follow up report to Council subsequent to conceptual approval outlining potential costs and a more detailed timeline for the pilot program, as well as recommendations regarding completing work with City staff or consultants, dependent upon staff availability and desired timeframes.

Alternatives

BY MOTION, City Council may take action on this agenda item. Council's alternatives include the following:

1. Approve staff's recommendation and determine a Conceptual Streetscape Plan option for which a pilot program will be created.
2. Chose and approve a Conceptual Streetscape Plan option and EITHER:
 - a. Begin schematic and detail design phases, either simultaneously with the parking strategies and pilot program, or without those items, or
 - b. Defer continuing work on the project until a later date.
3. Disapprove both conceptual Streetscape Plan options and direct staff to cease further work on the corridor.
4. Defer the decision on approval of a conceptual Streetscape Plan option until a later date.

Attachments

1. West Main Street Configuration Options, dated January 27th, 2016

2. West Main Street Existing Utility Poles and Options Comparison, dated January 27th, 2016
3. West Main Street Configuration Alternatives Advantages, dated March 9th, 2016
4. West Main Street Streetscape Council Comments and Consideration Matrix dated March 9th, 2016
5. West Main Street Steering Committee Memorandum to Council, dated March 4th, 2016

Option 1: Bike Lanes + On-Street Parking



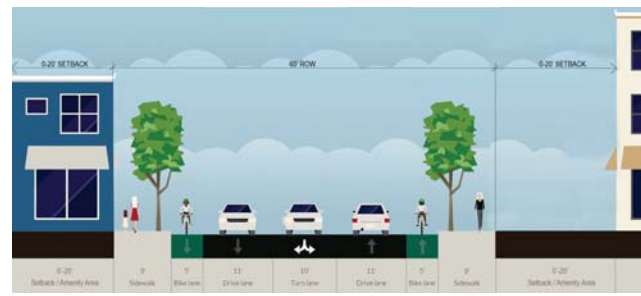
Option 1 Advantages

- Continuous dedicated 5' bike lanes from Ridge Street to Jefferson Park Avenue.
- Increased safety for bicyclists with dedicated bike lanes.
- Wider sidewalks (on average, 2' +/- wider than existing sidewalks).
- On-street parking alternates north to south along West Main Street.
- Provides wider bike lanes at parked vehicle locations to accommodate "door zone".
- Off-street bus stop at UVA.
- Combined east-west travel lane dimension exceeds minimum 21' dimension to accommodate emergency vehicles. Two continuous bike lanes adjacent to travel lanes, provide flexibility for vehicles to pull over to allow passage of emergency vehicles.
- Consistent street configuration provides clarity for drivers and bicyclists.
- Flexibility to accommodate right-turn vehicle slip lane at Ridge Street.

Option 1: Parking Counts

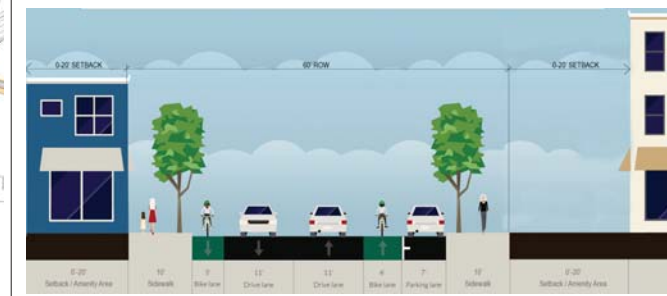
On-Street	East of Bridge	West of Bridge	Total	Garages & Lots	East of Bridge	West of Bridge	Total
Existing:	75	10	85	Existing @ Garages:	116	1938	2054
Proposed:	37	23	60	Existing @ Lots:	604	763	1367

Option 1: West of 10th Street & Turn Lanes



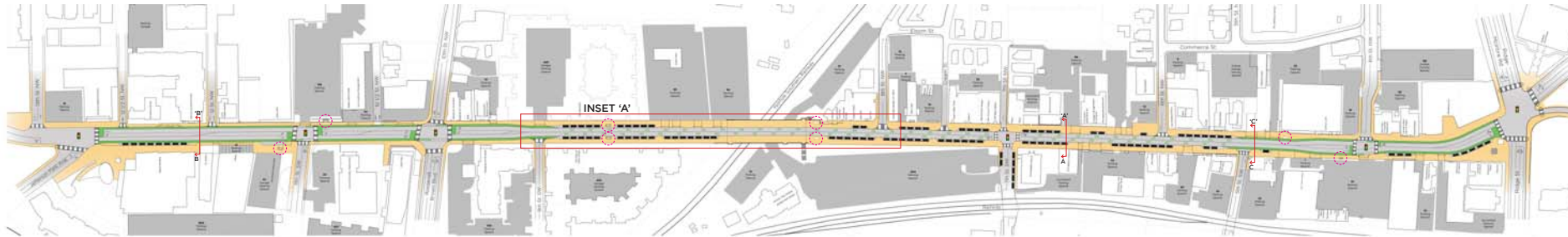
Section 'B'-B

Option 1: East of 10th Street



Section 'A'-A

Option 2: Partial Shared Street + On-Street Parking



Option 2 Advantages

- Continuous dedicated bike lanes for more than 50% of the study area. Shared roadway from 5th Street to east end of bridge.
- A shared roadway from 5th Street to east end of bridge allows for parking on both sides of the street in the West Main Street historic core.
- A shared roadway provides accommodations for bicyclists and vehicles in an area of demand for on-street parking.
- Parking more evenly distributed on both the north and south side of the street.
- More opportunities for on-street loading zones.
- The design can be flexible to allow for continuous bike lanes in the future.
- Wider sidewalks (on average, 2'-6.5' +/- wider than existing sidewalks).
- Off-street bus stop at UVA.
- Combined east-west travel lane dimension exceeds minimum 21' dimension to accommodate emergency vehicles.
- Flexibility to accommodate vehicle slip lane at Ridge Street.

Option 2: Parking Counts

On-Street	East of Bridge	West of Bridge	Total	Garages & Lots	East of Bridge	West of Bridge	Total
Existing:	75	10	85	Existing @ Garages:	116	1938	2054
Proposed:	68	37	103	Existing @ Lots:	604	763	1367

INSET 'A'



Optional Bike Lanes in lieu of on-street parking from 9th Street to east end of bridge.

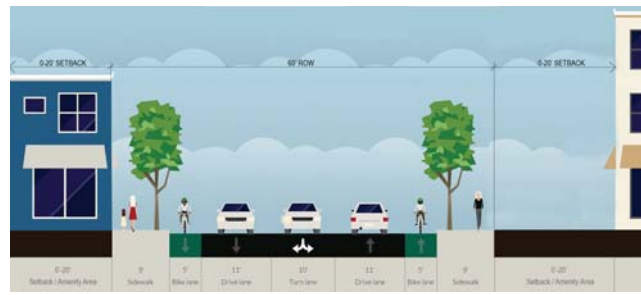
Shared Roadway Marking Types



Traditional Sharrow

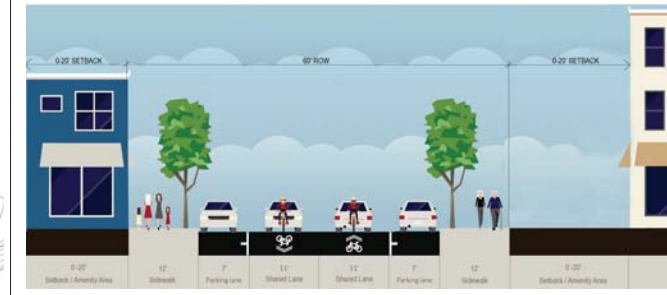
"Super" Sharrow (use will require approval from the Virginia Department of Transportation)

Option 2: West of 10th Street & Turn Lanes



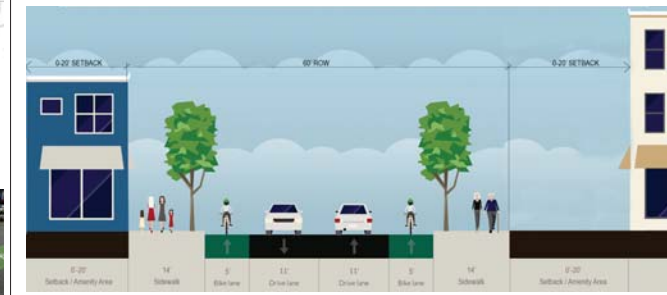
Section 'B'-B

Option 2: 5th Street to 9th Street



Section 'A'-A

Option 2: Bike Lane Condition East of 10th Street



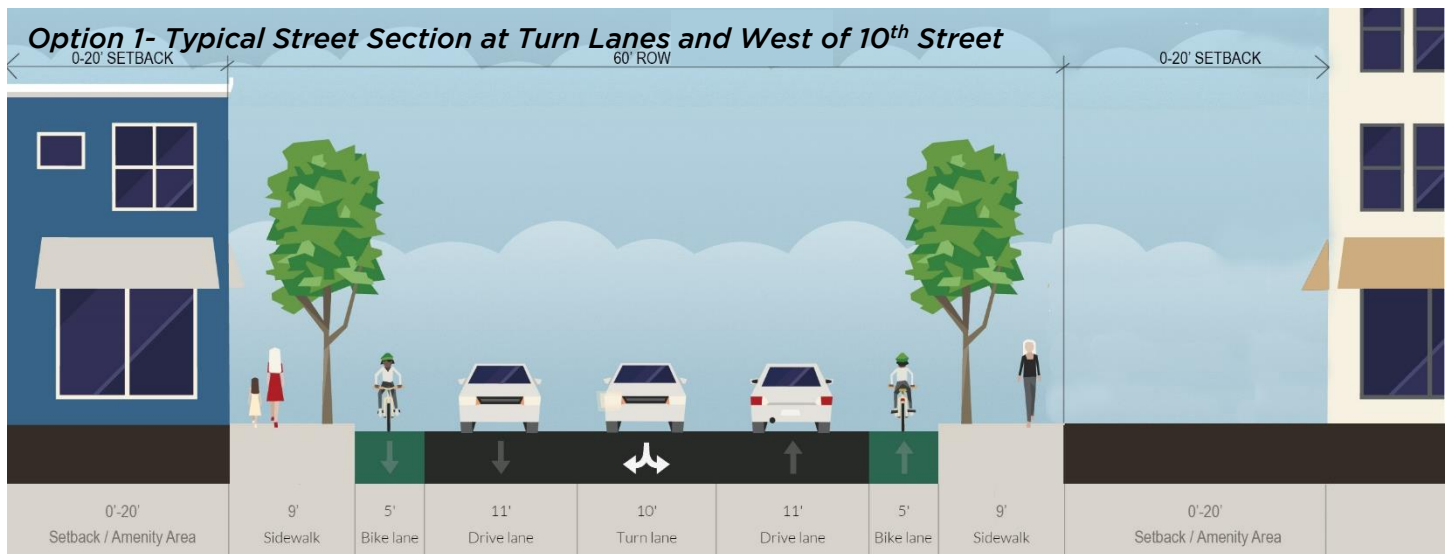
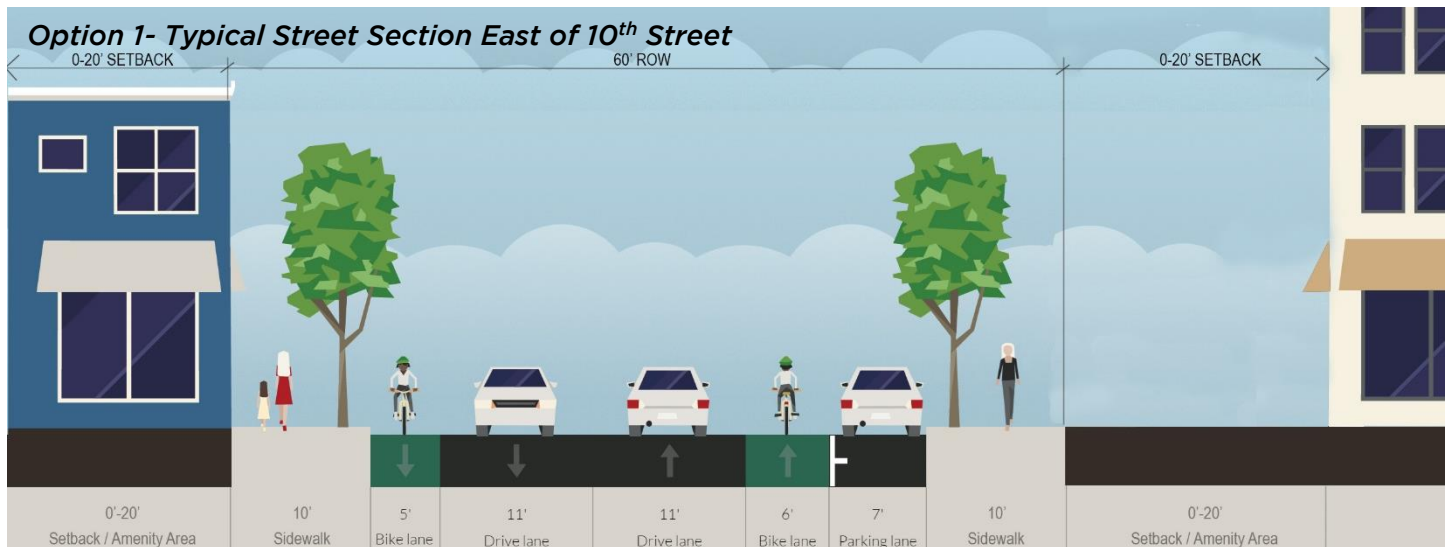
Section 'C'-C

West Main Street Streetscape

Street Configuration Alternatives Advantages

3-9-16

Option 1: Bike Lanes & On-Street Parking

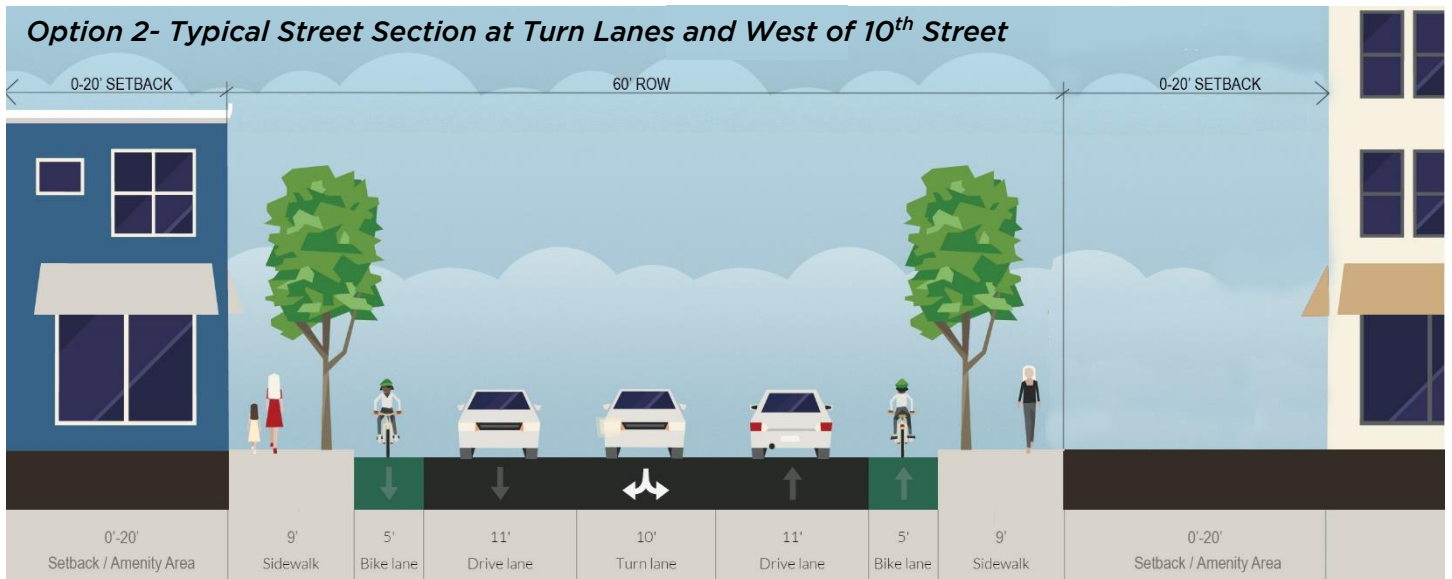
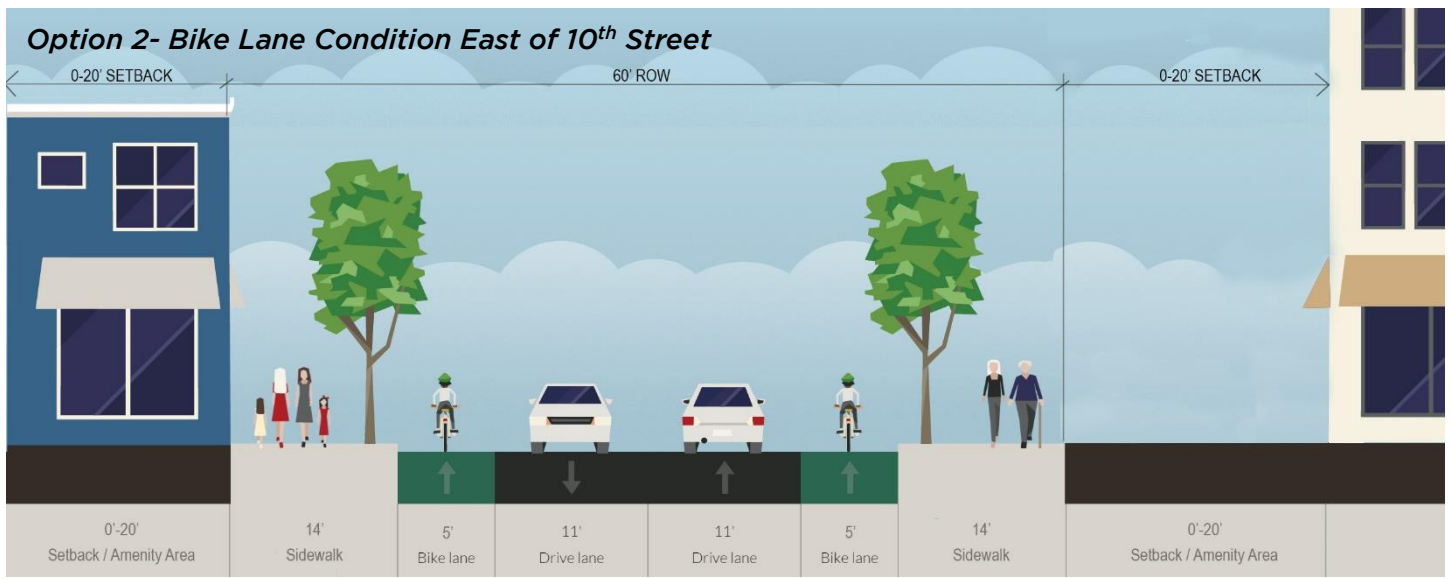
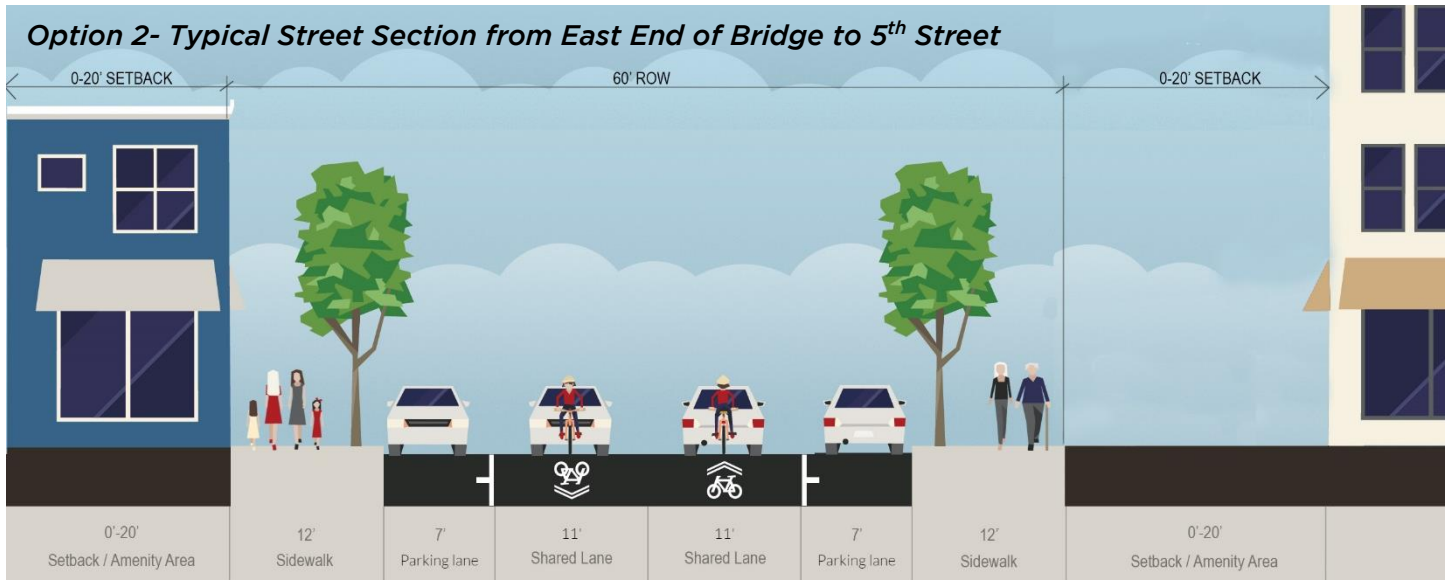


Option 1 Advantages

- Continuous dedicated 5' bike lanes from Ridge Street to Jefferson Park Avenue.
- Increased safety for bicyclists with dedicated bike lanes.
- Wider sidewalks (on average, 2' +/- wider than existing sidewalks).
- On- street parking alternates north to south along West Main Street.
- Provides wider bike lanes at parked vehicle locations to accommodate "door zone".
- Off-street bus stop at UVA.
- Combined east-west travel lane dimension exceeds minimum 21' dimension to accommodate emergency vehicles. Two continuous bike lanes adjacent to travel lanes, provide flexibility for vehicles to pull over to allow passage of emergency vehicles.
- In addition to being advantageous to the bike riders and pedestrians, this option would provide for the greatest capacity and shortest travel times for motor vehicles.
- Consistent street configuration provides clarity for drivers and bicyclists.

- Flexibility to accommodate right-turn vehicle slip lane at Ridge Street.

Option 2: Partial Shared Street + On-Street Parking



Option 2 Advantages

- Continuous dedicated bike lanes for more than 50% of the study area. Shared roadway from 5th Street to east end of bridge.
- A shared roadway from 5th Street to east end of bridge allows for parking on both sides of the street in the West Main Street historic core.
- A shared roadway provides accommodations for bicyclists and vehicles in an area of demand for on-street parking. It should be noted that on streets with posted 35 mph speeds or faster and vehicle volumes higher than 3,000 vpd (such as West Main Street) shared lane markings are not a preferred treatment. On these streets other bikeway types are preferred (such as Option 1).
- Parking more evenly distributed on both the north and south side of the street.
- More opportunities for on-street loading zones.
- The design can be flexible to allow for continuous bike lanes in the future.
- Wider sidewalks (on average, 2'-6.5' +/- wider than existing sidewalks).
- Off-street bus stop at UVA.
- Combined east-west travel lane dimension exceeds minimum 21' dimension to accommodate emergency vehicles.
- Flexibility to accommodate vehicle slip lane at Ridge Street.

West Main Street Streetscape

City Council Comments & Considerations Matrix

3-9-16

New Items for Consideration

Council Comments & Recommendations			Design Considerations	Street Configuration Alternatives	
				Option 1	Option 2
Vehicular Travel Zone	1	Maintain bus pull-offs.	<p>A. Charlottesville Area Transit System (CATS) prefers to stop in the travel lanes as it can be difficult for buses to remerge into traffic.</p> <p>B. There is currently one (1) bus pull-off area on West Main Street and it is located near 11th Street NW. At other areas along the corridor, buses pull off the roadway into bike lanes to load passengers from the curb.</p> <p>C. Maintain the bus-pull off at 11th Street.</p> <p>D. The existing right-of-way is limited to accommodate additional bus pull-offs areas. Additional bus pull-offs along the corridor will reduce the number of parking spaces and impact pedestrian areas.</p> <p>E. Bus bulb-outs allow for pedestrian/transit amenities such as bus shelters.</p>	Maintains existing bus pull-off at 11 th St. NW.	Maintains existing bus pull-off at 11 th St. NW.
	2	Explore adding a dedicated left turn lane at 7th Street.	<p>A. A dedicated left turn lane from West Main Street onto 7th Street may not be needed. Consider a protected phase turn signal that does not require the addition of a dedicated left turn lane. The addition of a protected phase turn lane may impact east bound traffic. A detailed traffic analysis will be part of subsequent work and guide decisions regarding the left turn at 7th Street.</p> <p>B. There are some back up and undesired movements at the intersection (e.g. cars passing vehicles that are waiting to make left turns).</p> <p>C. There are only two trains that arrive at the Amtrak Station per day.</p> <p>D. The Amtrak Station parking lot is currently predominately used by commuters. Consider future site uses that may include less commuter/permit required parking.</p> <p>E. A dedicated turn lane will require the removal of additional parking along West Main Street.</p>	Adds a protected phase turn signal onto 7 th St. from West Main St.	Adds a protected phase turn signal onto 7 th St. from West Main St.
Parking	3	Alternate parallel parking more frequently to ensure parallel parking is available on both sides of the street- ensure some parallel parking remains on the south side adjacent to Amtrak.	<p>A. May further reduce parking along street.</p>	Parking added on south side of street at Amtrak Station.	Increases parking on north and south side of street—both east and west of bridge.
	4	Increase parallel parking on west side of project.	<p>A. Can be incorporated in the plan, eliminates portions of the center median not used for turning vehicles.</p> <p>B. Consider an option that utilizes a portion of the 20 ft. setback to allow for additional parking along the street. A caveat of agreements with private land owners will be required.</p>	8 parking spaces added west of 10 th St.	8 parking spaces added west of 10 th St.
Bike Facilities	5	Move bike lanes to be adjacent to travel lane with parking buffer.	<p>A. Currently, bike lanes are 4-4.5 ft. wide adjacent to 7 ft. wide parking lanes.</p> <p>B. 'Dooring' of bicyclists by parked vehicles has been a major issue for cyclists on West Main Street. The current Master Plan configuration provides protection from bicyclists and parked vehicles—the bike lane is located adjacent to and at the same level as the sidewalk with a buffer between bicyclists and parked vehicles.</p> <p>C. Locating bike lanes between travel lanes and parked vehicles does not eliminate the possibility of 'dooring' of bicyclists by parked vehicles.</p> <p>D. Consider widening bike lanes to 5 ft. width and parking lanes to 8 ft. width—adds 2 ft. of additional space between vehicles and bicyclists. Vehicle travel lanes are recommended to be 11 ft. per lane due to frequency of busses and emergency responders.</p>	<p>Bike lanes moved adjacent to travel lanes. Includes 5 ft. buffer.</p> <p>Provides for the greatest capacity and shortest travel times for motor vehicles.</p>	<p>Bike lanes moved adjacent to travel lanes. Bike lanes are 5 ft. wide. Parking lanes are 8 ft. wide.</p> <p>Sharrows between 5th and east end of bridge.*</p>

West Main Street Streetscape

City Council Comments & Considerations Matrix

3-9-16

					<i>*On streets with posted 35 mph speeds or faster and vehicle volumes higher than 3,000 vpd (such as West Main Street) shared lane markings are not a preferred treatment. On these streets other bikeway types are preferred (such as Option 1). Also, there is potential for reduced travel times and capacity for motor vehicles.</i>
Pedestrian Facilities	6	Explore widening sidewalks through obtaining private property or utilizing setback spaces in agreement with property owners.	A. The Planning Commission is currently considering 0-20 ft. setback along West Main Street. B. There are a number of contributing buildings along the corridor, particularly east of the bridge. Setbacks in front of these structures will not change. C. There are a number of large, potential redevelopment sites west of the bridge that could include wider sidewalks.	Pending approved zoning changes.	Pending approved zoning changes.
	7	Explore widening the sidewalk on the north side of West Main Street at Ridge Street in front of the Marriott hotel.	A. Opportunities to widen the sidewalk at this location is limited. There may be an opportunity to widen the sidewalk up to 1-2 ft. Drastic widening of the sidewalk is not feasible as it is important to maintain the alignment of travel lanes at the intersection. Street trees have been planted along the back-of-curb in conjunction with the Hotel construction and would need to be moved in order to maximize use of additional 1-2 ft. wider sidewalk.	Shifts roadway alignment to widen sidewalk up to 2 ft.	Shifts roadway alignment to widen sidewalk up to 2 ft.
Utilities	8	Cost and value of undergrounding utilities on the east side only (leaving west side utilities as is).	A. The cost of undergrounding utilities only east of the bridge is estimated to be approximately \$8M. Undergrounding utilities west of the bridge is estimated to cost approximately \$2M. This includes undergrounding primarily Dominion, Comcast, and Lumos lines to an underground concrete-encase duct bank similar to the undergrounding project recently performed at the Battle Building.	Undergrounding utilities east of bridge will cost approx. \$8M	Undergrounding utilities east of bridge will cost approx. \$8M
	9	Other utility options, including relocating utilities to a block off of West Main Street.	A. Re-routing overhead lines to one block off West Main (to the north) may be feasible. All of the limiting constraints are not known at this time and would require further vetting by each of the resident utilities, however the following are issues that should be considered: <ul style="list-style-type: none"> Reaching properties on the south side of West Main Street if utilities are located one block north. Extensive electrical service modifications at each structure currently receiving power and telecommunication services from the front. Not all structures have roadway right-of-way at the rear of the building (additional easements will be required). There would still be some undergrounding work to cross West Main to the south side, but would need to engage the utility owners for a cost estimate, B. Considering the cost to modify electrical service at the buildings, cross the street and reach to buildings mid-block, and additional easement acquisition costs, there may be limited (if any) cost savings. Further coordination with utility owners is needed.	May be feasible. Further coordination with utility owners needed.	May be feasible. Further coordination with utility owners needed.

West Main Street Streetscape

City Council Comments & Considerations Matrix
3-9-16

Items Previously Studied for Reconsideration

Council Comments & Recommendations			Design Considerations	Street Configuration Alternatives	
				Option 1	Option 2
Vehicular Travel Zone	A	Retain slip lane from eastbound West Main Street to southbound Ridge Street; ensure a taxi parking/pull off area is created. Discussed at June 10 2014 meeting.	<p>A. Options to consider:</p> <ul style="list-style-type: none"> Fully remove the slip lane. Close the slip-lane but keep the alignment of the roadway with vehicular grade paving. If the slip lane is determined to be needed in the future it could be reopened to traffic. 	Design is flexible to accommodate slip lane.	Design is flexible to accommodate slip lane.
Parking	B	Install a public parking garage.	<p>A. Consider new development along the corridor that will include parking garages. Explore parking agreements with developers to allow for public parking.</p> <p>B. Explore opportunities for parking agreements to utilize existing private surface parking lots for public use.</p>	Can accommodate future parking garage or alternative parking strategies as defined in the West Main Street Parking Study.	Can accommodate future parking garage or alternative parking strategies as defined in the West Main Street Parking Study.
Trees	C	Save all healthy trees. Discussed at June 10, 2014 meeting.	<p>C. Trees may likely be negatively impacted to accommodate the full reconstruction of West Main Street and the under-grounding of utilities.</p> <p>D. The location of existing trees are in conflict with pedestrian circulation of widened sidewalks in the right-of-way.</p> <p>E. Consider the life expectancy of existing trees.</p>	Detailed design of streetscape is needed to determine how many trees that can be saved.	Detailed design of streetscape is needed to determine how many trees that can be saved.

General Items

Council Comments & Recommendations			Design Considerations	Street Configuration Alternatives	
				Option 1	Option 2
Vehicular Travel Zone	A1	Retain Fourth Street turn lanes.	A. The turn lanes at 4 th Street should be retained.	Turn lane at 4 th Street should be retained. Traffic data at this intersection is unavailable.	Turn lane at 4 th Street should be retained. Traffic data at this intersection is unavailable.
	A2	Set a schedule for trash pick-up and deliveries to maximize available parking.	B. Could maximize availability of on-street parking for general use.	TBD by City.	TBD by City.
Pedestrian Facilities	A3	Ensure all crosswalks are updated.	C. Crosswalks shall be updated based on plan revisions.	Crosswalks updated.	Crosswalks updated.
General	A4	Update Drawings	D. Drawings shall be updated.	Drawings updated.	Drawings updated.

MEMORANDUM

To: Charlottesville City Council
From: West Main Steering Committee
Re: West Main project
Date: March 4, 2016

The West Main steering committee met on December 17, 2015 to discuss the results of the September Council work session and again on January 14, 2016 to review the revised streetscape design options that were prepared to address Council concerns and comments.

The project design team presented the steering committee with three variations on the concept plan created a year ago. One of these design options was truly transformative for the corridor but did not appear to resolve the problems facing West Main today. Therefore the steering committee recommended that the other two design options—Option 1, *Bike Lanes and On-Street Parking* and Option 2, *Partial Shared Street and On-Street Parking*—go forward to Council for consideration. The committee evaluated the options by measuring them against the stakeholder goals for the corridor, which include:

- improved safety and accessibility
- better management of parking and traffic in the corridor and adjacent neighborhoods
- appropriate emergency vehicle access through the corridor
- attractive, commodious public space that supports the corridor's businesses, institutions, and residents
- improved green infrastructure, especially healthy trees

First, the steering committee urges Council to press forward with parking management for West Main in the belief that improved parking enforcement, wayfinding, and sharing may unlock the corridor's potential for positive change.

Second, the committee—understanding that it is not possible to optimize all of the issues that are of concern to individual stakeholder groups within the restricted right-of way on West Main Street and that the design options offer tradeoffs for different stakeholders—has chosen to present a local perspective on the options without recommending a preferred plan to Council. The stakeholder committee did not consider project costs in the deliberations.

The Option 1 design appears to have the following advantages over Option 2:

- continuous space for all modes of travel (walking, biking, driving) through the entire corridor
- more space for emergency vehicles to travel unimpeded through the entire corridor
- less traffic spillover to adjacent neighborhoods

The Option 2 design appears to have the following advantages over Option 1:

- maintains current amount of on-street parking with less parking spillover to adjacent neighborhoods
- wider sidewalks for pedestrians and trees in the Midtown business district
- design flexibility allowing adjustments to the street configuration in the future

The steering committee members believe that either scheme would offer significant improvements to the current street conditions, which include broken, inaccessible sidewalks; perilous traffic conditions; unmanaged parking; unhealthy trees; and unsightly overhead utilities.

Third, we also offer our earlier steering committee memos and draft proposals for a West Main pilot project as a record of our deliberation process and ideas. While a pilot study of the entire corridor plan may be unfeasible or undesirable, testing aspects of the plan—such as the slip lane removal at the Ridge Street intersection—may help improve the design.

The steering committee is grateful for the opportunity to offer these ideas for Council consideration, and understands that additional community input, new zoning, costs, utility improvements and many other factors will affect the design, policy, and implementation decisions for West Main.

END

Attachments

WEST MAIN STREET PILOT PROJECT: DRAFT RECOMMENDATIONS FOR PHASING PRIORITIZATION

Background

The West Main steering committee recently recommended that City Council endorse a vision for the corridor and consider supporting the following preliminary actions to manage and redevelop West Main:

- Initiate zoning changes to ensure the survival of the corridor's historic character
- Manage existing parking to maximize efficiency
- Manage traffic to reduce the vehicular use of neighborhood streets near West Main
- Undertake utility improvements, including putting overhead utilities underground
- Provide safe multimodal infrastructure

Challenges

- The design for the streetscape has not been approved yet
- The cost of the proposed streetscape plan appears to exceed available funding
- Some stakeholders are concerned about the consequences of the proposed plan, particularly how it will affect safety, congestion and business vitality

Proposal

The Rhodesside & Harwell streetscape plan for West Main is based on several design concepts that can be tested before implementation. In particular, new parking strategies and on-street bike lane improvements may be appropriate subjects for pilot or test programs to confirm their feasibility for the corridor in advance of construction. Street re-stripping presents an opportunity to experiment with lane changes between the existing curbs for a relatively low cost. West Main Street is eligible for repaving and restripping because it had a deficiency rating of 82 in 2013.

The work required for this proposal could be accomplished through the efforts of city staff, or consultants, or both.

Parking

1. Test the streetscape plan's parking strategy by removing selected spaces while satisfying West Main parking needs in other ways. According to the 2014 West Main parking study, appropriate options include:
 - a. Managing existing parking supply through metering, wayfinding and enforcement
 - b. Leveraging potential supply through leases, insurance and other incentives for public parking, and employee and church parking arrangements
 - c. Expanding supply through zoning and financial incentives for shared parking resources

Bike Infrastructure

2. Create improved bike lanes and bike parking facilities:
 - a. Re-stripe new protected bike lanes for both directions of travel
 - b. Provide bicycle parking facilities through partnerships with corridor businesses and property-owners or in on-street locations. An application for a curbside space conversion to a bicycle 'corral' has been received by the city already.

Potential metrics for success

1. Improved on-street parking utilization compared to 2014 West Main parking study
2. Annual retail sales stability or improvement for West Main businesses tracked through an evaluation of taxable revenue
3. Accident reduction for all modes of movement (ped/bike/car/city and University transit)
4. Improved traffic mobility for cars and bikes (any traffic-calming required for adjacent neighborhoods should follow guidelines developed through the Streets That Work project)
5. User surveys
6. Others

WEST MAIN STREET PILOT PROJECT: DRAFT RECOMMENDATIONS FOR PHASING PRIORITIZATION

Factors that could sway the study results either positively or negatively include construction activity or large numbers of new people using the West Main hotels or apartments. Results for the metrics listed above should attempt to account for those factors.

Duration

This proposed pilot project recommends that the duration of the study be sufficiently long to collect reliable data for the metrics listed above.

Community Involvement

The West Main stakeholders are a critical voice in the street revitalization process and the city should involve the community in the pilot projects if they go forward. Stakeholders can provide the city with information about appropriate wayfinding opportunities and needed safety improvements as well as general feedback on the progress of the pilot program. Stakeholders may also work together and with the city to establish shared parking arrangements or other agreements.

Short-term or pop-up streetscape projects are excellent opportunities to involve the community in the pilot study. These efforts could build on the West Main street fairs that the stakeholders have already established. See information developed by Team Better Block at <http://teambetterblock.com/> for more ideas.

Attachments

- *West Main Street Steering Committee Memorandum*, March 3, 2015 (see next page)
- *Better Block Project Reports* from Brownsville, TX (see <http://teambetterblock.com/blog/project/brownsville-better-block-project/> and download the report) and Richmond, VA (see <http://teambetterblock.com/blog/2014/11/18/better-block-richmond-video-and-report-available/> and download the report)
- *Protected Bike Lane Report*, NYC (see <http://www.nyc.gov/html/dot/downloads/pdf/2014-09-03-bicycle-path-data-analysis.pdf>)
- Compilation of research into the economic impact of multimodal infrastructure http://www.citylab.com/cityfixer/2015/03/the-complete-business-case-for-converting-street-parking-into-bike-lanes/387595/?utm_source=SFFB
- Federal Highway Administration pilot program (see <http://www.fhwa.dot.gov/publications/publicroads/12julaug/05.cfm>)
- "Protected Bike Lanes Mean Business" http://b3cdn.net/bikes/123e6305136c85cf56_otm6vjeuo.pdf

MEMORANDUM

To: Charlottesville City Council
From: West Main Steering Committee
Re: West Main project
Date: March 3, 2015

Members of the West Main Steering Committee met on February 13th to summarize known local perspectives on the corridor's final concept plan and urban design guidelines. The steering committee includes multiple stakeholders such as neighborhood leaders; bike/ped advocates; businesses; institutions such as the First Baptist Church and the University; and preservation, planning and design professionals. **We all agree that West Main is changing. The community's imperative is to get ahead of future changes and guide that change in beneficial directions.**

The city and many engaged community members have invested much time and significant resources in the development of the West Main project to this point. We urge the city council to capture the excellent ideas that have come forward from that effort and to support the concepts embedded in the plans for West Main. We hope you will take the best of what the community engagement process and the professional consultants have offered, add the best of your wisdom and sense of what is most important to the community, and initiate implementation of a framework for West Main St. that will guide the redevelopment of this corridor over the coming decade.

All present agreed on the following priorities for this important multimodal corridor, and we urge city council to consider the committee's following recommendations to facilitate its expeditious and thoughtful management:

- Decouple the approval process for the urban design guidelines and streetscape plan to minimize delays for corridor improvements, and **initiate essential zoning changes to ensure the survival of the corridor's historic character** and cultural resources
- **Manage our existing parking** to maximize its efficiency and to provide a reality-check for the proposed changes to current on-street parking
- **Manage traffic** to minimize the effects of heavy vehicular use of smaller residential streets adjacent to West Main
- Commit to undertaking the necessary **utility improvements**, including putting overhead utilities underground, and reducing conflicts between utilities, trees, and buildings
- In keeping with the city's Complete Streets Policy, commit to **improved multimodal infrastructure** that
 - Ensures people of all ages and abilities feel safe biking the corridor
 - Provides safer, more commodious and welcoming pedestrian space

The steering committee understands that implementing the ideal plan—in fact, any plan—is expensive and will require prioritization and phasing. We all agree that at this stage in the process it is essential to have a vision and plan to guide beneficial West Main Street improvements. To implement these improvements, the next step is for City Council to endorse a vision for the corridor; adopt necessary legal and policy changes; plan for infrastructure investment proposals; and develop realistic implementation phasing.

We all agreed on the basic design principles for the corridor, and we believe that the interests and concerns of the stakeholder groups are sincere and often well-aligned. Steering committee members share a deep concern about the changing character of the corridor and its potential effect on adjacent neighborhoods and the city in general, believing recent new by-right and SUP developments (both constructed and planned) are changing the character and scale for West Main in ways that many did not anticipate. These changes—and the prospect of further change—have troubled the traditional neighborhoods adjacent to West Main with worries of additional unmanaged traffic, lost views and vistas, and density. Steering committee members also agree that deteriorating conditions in the corridor seem to warrant the city's reinvestment in major public infrastructure such as sidewalks and underground utilities. Furthermore, we share a hope for improved safety in the corridor for all. Such improvements support business retention and current and future economic development.

The steering committee is disappointed that one of the most critical elements of the project—the zoning guidelines—has been the final plan component to be completed. We all believe the potential new zoning framework is crucial for the preservation of the corridor's historic character and for its sensitive redevelopment. Moving forward with the required legal process is an essential first step in addressing a shared community vision for West Main.

While the plan is not transformative for West Main in the same way that the downtown mall was for the eastern portion of Main Street, it satisfies a multitude of unmet needs in the corridor—**the need for safe, functional, accessible, thriving, sustainable, diverse, and comfortable public space that will support a significant mixed-use multimodal corridor.** West Main's limited space requires that we allocate the available land for many uses, and the stakeholder groups each have their own priorities for that land. Some favored additional trees, or safer bike lanes, or on-street parking, or increased sidewalk space. The current streetscape plan represents all of these important elements and helps to solve complex problems for our city.

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



Agenda Date:	March 21, 2016
Action Required:	Report
Presenter:	Mike Murphy, Assistant City Manager Erika Viccellio, Executive Vice President, United Way Thomas Jefferson Area
Staff Contacts:	Mike Murphy, Assistant City Manager
Title:	Update from Early Education Task Force

Background:

The Early Education Task Force (EETF) was convened by the United Way in July 2015. The purpose statement of the EETF affirms that the community of Charlottesville-Albemarle knows that a robust, inclusive, high-quality early childhood educational program is a key factor in preparing at-risk children for kindergarten and closing the achievement gap over time. Further, the community believes that, over time, investments in education and prevention programs will reduce future, greater expenditures in remediation and rehabilitation. Quality early education is just one critical investment to increase the likelihood of positive, long-term outcomes for at-risk children, but it is achievable, actionable, and quantifiable.

The group has adopted a vision that every child in Charlottesville-Albemarle living with risk factors that impact success in life will have access to a high-quality early education program. This clear vision is unclouded by concerns regarding funding and is endorsed by our City and County Executives, City and County School Superintendents, the United Way and the Charlottesville Area Community Foundation.

Specifically, in the near term, the EETF seeks to address the need for at-risk four-year olds, realizing that the expansion of services to three-year olds, younger children and whole families makes a difference and serves as a longer-term aspirational goal. The current estimate of the gap between the number of City and County four-year olds eligible for access to high-quality pre-k programs and available space is 250.

Discussion:

Highlights of EETF Accomplishments to Date:

1. **Received Innovative Partnership Grant from Virginia Early Childhood Foundation** to fund technical assistance to support our work. One consultant will create a strategic tool (fiscal map) that fully describes the fiscal resources supporting our community's early childhood/school readiness initiatives. A second consultant will then propose creative funding models that could support our efforts to place all at-risk 4 year-olds in high-quality pre-k.

2. **Created a data repository** to increase our shared pool of knowledge and to inform plans.
3. **City and County submitted proposals to the Department of Education for Virginia Preschool Initiative Expansion Grant Funds** to: 1) place children in private settings (during FY16) and 2) to develop a community quality initiative to elevate the quality of pre-k in public and private settings.
4. **Consistent meetings and engagement of EETF.** Since launching the EETF in July has had monthly meetings have been held and the Vision Keepers have met twice. There have also been ad-hoc groups formed to address quality, solutions and data.

Near Term Plans

1. **Place 25 children by February 15.** Pending grant notification, MOUs are being developed to place children on wait lists in private settings that have agreed to enter our quality initiative.
2. **Late Spring Symposium on Quality.** A committee has been formed to plan a day-long training opportunity for public and private pre-k providers with a focus on launching our effort to improve quality in all pre-k settings. ReadyKids, Teach Stone and Curry School are partners for the event.
3. **Apply to CACF for Strengthening Systems grant.** We know we will need private philanthropy as part of our community plan to place all at-risk 4 year-olds in high-quality pre-k. We will apply for a multi-year grant to extend our efforts while creating a sustainable, blended funding model.
4. **Approve work plan.** We are currently drafting a plan that outlines our goals and actions for the year. This document will be revised annually.

Alignment with Council Vision Areas and Strategic Plan:

Approval of this agenda item aligns directly with Council's vision for Charlottesville to be **A Center for Lifelong Learning** and it aligns with the goals and objectives of the City's Strategic Plan:

Goal 1: Enhance the self-sufficiency of our residents

- 1.1 Promote education and training

Goal 2: Be a safe, equitable, thriving and beautiful community

- 2.4. Ensure families and individuals are safe and stable

Goal 5: Foster strong connections

- 5.2. Build collaborative partnerships

Community Engagement:

The Early Education Task Force brings together a diverse group of stakeholders to develop a collaborative approach to addressing access to quality Pre K services.

Budgetary Impact:

This has no impact on the General Fund.

Recommendation:

None at this time

Alternatives:

N/A

Attachments:

Early Education Task Force Draft Work Plan

Early Education Task Force Roster

Early Education Task Force
Draft Work Plan 2016

VISION...Every child in Charlottesville-Albemarle living with risk factors that impact success in life will have access to a high-quality early education program.

Areas of Focus:

CAPACITY

QUALITY

FUNDING

**Key
Questions**

1. How can we fulfill current and meet future needs for high-quality pre-k for all at-risk children in Charlottesville and Albemarle County?
2. How do we emphasize and improve the quality of all pre-k offerings in our community?
3. How do our funding sources and policies need to change and grow in order to support our current and future plans?

Goals

1. To expand existing pre-k services and increase the number of children receiving high-quality pre-k to include all children with identified risk factors.
2. To increase the number of pre-k programs participating in VQ or having achieved a similar accreditation/quality rating.
3. To identify, develop and leverage resources to meet the ongoing annual costs of providing high quality pre-k to all identified 4 year-olds.
4. To increase public awareness of the importance of high-quality early education.

GOALS, OBJECTIVES AND ACTION PLANS

Goal 1: Expand existing pre-k services and increase the number of children receiving high-quality pre-k to include all children with identified risk factors.

<u>Objective 1:</u> Place 25 children	<u>Target Date:</u> January 2016 <u>Lead:</u> UW <u>Partners:</u> City/Co./RK	<u>Action Steps:</u> <ul style="list-style-type: none"> • Identify partner preschools • Develop and initiate MOU • Identify and register children
<u>Objective 2:</u> 25% reduction in identified number needing placements	<u>Target Date:</u> December 2016 <u>Lead:</u> EETF	<u>Action Steps:</u> <ul style="list-style-type: none"> • Complete trend analysis to estimate number of children that are eligible but not enrolled • Consolidate wait lists • Conduct outreach to identify families not on lists • Enroll appropriate number in public/private placements
<u>Objective 3:</u> Maximize VPI allocation	<u>Target Date:</u> FY17 <u>Lead:</u> City/Co <u>Partners:</u> EETF	<u>Action Steps:</u> <ul style="list-style-type: none"> • Expand classroom size where possible • Add classroom(s) where possible • Identify private preschool partners • Identify creative local match money for FY17 add to budget for FY18
<u>Objective 4:</u> Coordinate enrollment efforts between City/Co/Head Start	<u>Target Date:</u> FY17 <u>Lead:</u> City/Co/HS	<u>Action Steps:</u> <ul style="list-style-type: none"> • Consider shared application • Maximize Head Start placements/funds for wrap around • Consider blending/braiding models
<u>Objective 5:</u> Identify private partners willing to participate in EETF Quality Initiative	<u>Target Date:</u> Spring/ Summer 2016 <u>Lead:</u> UW <u>Partners:</u> City/Co/RK	<u>Action Steps:</u> <ul style="list-style-type: none"> • Define EETF Quality Initiative (under Goal 2) • Develop a list of targeted private pre-k partners • Visit sites and discuss partnership agreement
<u>Objective 6:</u> Increase the number of partner* private pre-k providers	<u>Target Date:</u> FY17 <u>Lead:</u> UW <u>Partners:</u> City/Co/RK	<ul style="list-style-type: none"> • Define partnership • Create an MOU that outlines joint responsibilities of EETF and private provider • Sign up partners and initiate quality program

Goal 2: Increase the number of pre-k programs participating in VQ or having achieved a similar accreditation/quality rating.

<p><u>Objective 1:</u> Create EETF Quality Initiative</p>	<p><u>Target Date:</u> Spring 2016</p> <p><u>Lead:</u> RK</p> <p><u>Partners:</u> TS, CS, PP</p>	<p><u>Action Steps:</u></p> <ul style="list-style-type: none"> • Develop a common understanding of high quality • Establish how we want to define success in our quality initiative • Consider public/private preschools and educators • Create a plan for “EETF Quality Initiative” that includes a budget for implementation
<p><u>Objective 2:</u> Plan and execute a community-wide training about quality pre-k</p>	<p><u>Target Date:</u> June 2016</p> <p><u>Lead:</u> Planning committee</p> <p><u>Partners:</u> RK, TS, CS, PP</p>	<p><u>Action Steps:</u></p> <ul style="list-style-type: none"> •Form committee in January •Confirm partners: ReadyKids, Teachstone, Curry School •Plan program, confirm date/speakers/location •Create marketing plan
<p><u>Objective 3:</u> Identify barriers and potential solutions to participation in quality initiative</p>	<p><u>Target Date:</u> Spring 2016</p> <p><u>Lead:</u> RK</p> <p><u>Partners:</u> UW, PP</p>	<p><u>Action Steps:</u></p> <ul style="list-style-type: none"> • Identify known reasons and brainstorm about potential reasons people may not participate in quality initiative • Create a plan with viable solutions to address the barriers identified
<p><u>Objective 4:</u> Have a minimum of 20% of preschool providers participating in quality initiative</p>	<p><u>Target Date:</u> Fall 2016</p> <p><u>Lead:</u> RK</p> <p><u>Partners:</u> UW, City/Co, PP</p>	<p><u>Action Steps:</u></p> <ul style="list-style-type: none"> • Establish current number of participants • Identify all preschool programs not participating • Develop outreach plan for identified programs • Target required number of programs to achieve adequate capacity for FY17
<p><u>Objective 5:</u> Identified partners achieve an improvement in quality rating</p>	<p><u>Target Date:</u> Spring 2017</p> <p><u>Lead:</u> RK</p> <p><u>Partners:</u> PP</p>	<p><u>Action Steps:</u></p> <ul style="list-style-type: none"> • Identify and benchmark quality indicators • Track and report progress

Goal 3: Identify, develop and leverage resources to meet the ongoing annual costs of offering high quality pre-k to all identified 4 year-olds.

<p><u>Objective 1:</u> Complete fiscal mapping of Cville/ Al.Co. pre-k resources</p>	<p><u>Target Date:</u> June 2016</p> <p><u>Lead:</u> John Morgan</p> <p><u>Partners:</u> EETF</p>	<p><u>Action Steps:</u></p> <ul style="list-style-type: none"> • Identify info. needed and partners to provide it • Assist consultant with contacts/meetings • Share report with key stakeholders
<p><u>Objective 2:</u> Develop creative funding models that align with opportunities identified in mapping</p>	<p><u>Target Date:</u> June 2016</p> <p><u>Lead:</u> Amy Hatheway</p> <p><u>Partners:</u> EETF</p>	<p><u>Action Steps:</u></p> <ul style="list-style-type: none"> • Educate EETF about multi-streamed funding and mixed delivery models in the state • Explore models that have successfully blended/braided funding • Create recommendations for our community • Share recommendations with key stakeholders
<p><u>Objective 3:</u> Apply for CACF Strengthening Systems grant</p>	<p><u>Target Date:</u> Spring 2016</p> <p><u>Lead:</u> UW</p> <p><u>Partners:</u> EETF</p>	<p><u>Action Steps:</u></p> <ul style="list-style-type: none"> • Meet with CACF to learn more about process • Plan and prepare for RFP • Complete and submit application
<p><u>Objective 4:</u> Identify funding for summer for 25 placed through expansion grant</p>	<p><u>Target Date:</u> June 2016</p> <p><u>Lead:</u> UW, CACF</p>	<p><u>Action Steps:</u></p> <ul style="list-style-type: none"> • Consider grant or private funding opportunities
<p><u>Objective 5:</u> Identify needed funding for EETF Quality Initiative</p>	<p><u>Target Date:</u> June 2016</p> <p><u>Lead:</u> EETF</p>	<p><u>Action Steps:</u></p> <ul style="list-style-type: none"> • Approve the budget for the proposed Quality Initiative • Generate list of funding possibilities • Successfully secure the funds
<p><u>Objective 6:</u> Identify needed funding for 25 placed through expansion grant plus the additional number that gets us to a 25% reduction by year-end</p>	<p><u>Target Date:</u> September 2016</p> <p><u>Lead:</u> EETF</p>	<p><u>Action Steps:</u></p> <ul style="list-style-type: none"> • Understand the costs and develop a budget • Use recommendations from creative funding models (by VECF consultant) • Generate list of all funding possibilities, prioritize and pursue • Successfully secure the funds

Goal 4: Increase public awareness of the importance of high-quality early education.

<p><u>Objective 1:</u> Conduct a spring symposium/training</p>	<p>Target Date: June 2016</p> <p>Lead: Planning committee</p> <p>Partners: RK, TS, CS, PP</p>	<p><u>Action Steps:</u></p> <ul style="list-style-type: none"> •Form committee in January •Confirm partners: ReadyKids, Teachstone, Curry School •Plan program, confirm date/speakers/location •Create marketing plan
<p><u>Objective 2:</u> Apply to Charlottesville Radio Group for community awareness grant</p>	<p>Target Date: May 2016</p> <p><u>Lead:</u> UW</p>	<p>Actions Steps:</p> <ul style="list-style-type: none"> •Confirm process •Complete application
<p><u>Objective 3:</u> Have regular reports to council, supervisors, school boards and others identified</p>	<p>Target Date: Ongoing</p> <p><u>Lead:</u> Co-Chairs</p> <p><u>Partners:</u> EETF</p>	<p>Actions Steps:</p> <ul style="list-style-type: none"> •Get on calendar of meetings
<p><u>Objective 4:</u> Create an “annual report” for all stakeholders</p>	<p>Target Date: Once a year</p> <p><u>Lead:</u> UW</p> <p><u>Partners:</u> EETF</p>	<p>Actions Steps:</p> <ul style="list-style-type: none"> •Keep document of highlights updated •Compile into concise and appealing one-pager to be widely distributed

Charlottesville-Albemarle Early Education Task Force

Task Force Members

- 1) Erika Viccellio - United Way, Executive Vice- President (Chair)
- 2) Jan Dorman - Charlottesville Area Community Foundation, Director of Finance (Co-Chair)
- 3) Barbara Hutchinson - United Way, Vice-President, Community Impact Programs
- 4) Ann McAndrew - Albemarle County Bright Stars (Pre-K), Coordinator
- 5) Doug Walker - Albemarle County, Deputy County Executive
- 6) Mike Murphy – City of Charlottesville, Assistant City Manager
- 7) Dean Tisdadt - Albemarle County Schools, Chief Operations Officer
- 8) Jim Kyner - Charlottesville City Schools, Pre-K Coordinator
- 9) Jacki Bryant - Ready Kids, Executive Director
- 10) Candy Daffern - Head Start, Executive Director
- 11) Judy Smith - Retired Executive Director, Jefferson Area CHIP
- 12) Sarah McLean –Aduivans Foundation
- 13) Blair Kelly - Entrepreneur
- 14) Brad Groff – Board Member, United Way-Thomas Jefferson Area
- 15) Mary Stebbins – Albemarle County Department of Social Services, Assistant Director
- 16) Rebecca Berlin - Teachstone
- 17) Mike Chinn - SNL Financial, CEO, Smart Beginnings Impact Team, Chair (ex-officio)

Key Advocates and Keepers of the Vision

- 1) Tom Foley - Albemarle County Executive
- 2) Maurice Jones - Charlottesville City Manager
- 3) Pam Moran - Albemarle County Superintendent of Schools
- 4) Rosa Atkins - City of Charlottesville Superintendent of Schools
- 5) Cathy Train - President, United Way-Thomas Jefferson Area
- 6) Tim Hulbert - President, Chamber of Commerce
- 7) Frank Friedman - President, Piedmont Virginia Community College
- 8) Anne Scott - President, Charlottesville Area Community Foundation (CACF)
- 9) Bob Pianta - Dean, UVa Curry School of Education
- 10) Kathy Glazer - President, Virginia Early Childhood Foundation

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