

CITY COUNCIL AGENDA
Monday, March 18, 2019



5:30 p.m. **Closed session as provided by Section 2.2-3712 of the Virginia Code**
Second Floor Conference Room (Boards & Commissions; Personnel)

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

PLEDGE OF ALLEGIANCE
ROLL CALL
ANNOUNCEMENTS
PROCLAMATIONS

Statement of Solidarity
Virginia Festival of the Book

- 1. CONSENT AGENDA*** (Items removed from consent agenda will be considered at the end of the regular agenda)
- a. MINUTES: March 4, 2019 Special Meeting; March 6, 2019 Special Meeting; March 7, 2019 Special Meeting
 - b. APPROPRIATION: State Criminal Alien Assistance Program (SCAAP) Grant for 2019 - \$14,086 – 1st of 2 readings
 - c. APPROPRIATION: Domestic Violence Services Coordinator Grant - \$49,336 (1st of 2 readings)
 - d. APPROPRIATION: Virginia Behavioral Health Docket Grant - \$50,000 (1st of 2 readings)
 - e. RESOLUTION: Capital Funding Transfer for Smith Recreation Center Air Quality Project - \$300,000 (1st of 1 reading)
 - f. RESOLUTION: 10th & Page Park – land acquisition - \$60,800 (1st of 2 readings)
 - g. RESOLUTION: VDOT – Programmatic Project Administration Agreement (1st of 1 reading)
 - h. ORDINANCE: Imposition of Fee for Fire Department Inspections (2nd of 2 readings)
 - i. ORDINANCE: Telecommunications Franchise to MCI Communications (2nd of 2 readings)

CITY MANAGER RESPONSE TO COMMUNITY MATTERS (FROM PREVIOUS MEETINGS)

COMMUNITY MATTERS Public comment is provided for up to 16 speakers at the beginning of the meeting (limit 3 minutes per speaker.) Pre-registration is available for up to 8 spaces, and pre-registered speakers are announced by noon the day of the meeting. The number of speakers is unlimited at the end of the meeting.

- 2. PUBLIC HEARING** Proposed Real Estate Tax Rate for FY2020
- 3. PUBLIC HEARING** City Manager's Proposed Budget for FY2020
- 4. PUBLIC HEARING/
ORDINANCE** Proposed Meals Tax Rate for FY2020 (1st of 2 readings)
- 5. PUBLIC HEARING/
ORDINANCE** Proposed Lodging Tax Rate for FY2020 (1st of 2 readings)
- 6. PUBLIC HEARING/
ORDINANCE** Rezone 918 Nassau Street (Hogwaller Farm) to Mixed Use Highway Corridor (1st of 2 readings)
- 7. PUBLIC HEARING/
RESOLUTION*** Special use permit for 918 Nassau Street (Hogwaller Farm) for increased density (1st of 1 reading)
- 8. REPORT:** Bennett's Village Playground

**OTHER BUSINESS
MATTERS BY THE PUBLIC**

*ACTION NEEDED

NOTICE OF SPECIAL MEETING

A SPECIAL MEETING OF THE CHARLOTTESVILLE CITY COUNCIL WILL BE HELD ON Monday, March 4, 2019, AT 5:30 p.m. IN THE Second Floor Conference Room, City Hall, 605 E. Main Street, Charlottesville, Virginia.

THE PROPOSED AGENDA IS AS FOLLOWS:

Closed session as provided by Section 2.2-3712 of the Virginia Code
(Boards & Commissions; Personnel)

BY ORDER OF THE CITY COUNCIL

BY Kyna Thomas

Second Floor Conference Room – March 4, 2019

City Council met on this date with the following members present: Mayor Nikuyah Walker, Vice Mayor Heather Hill, Ms. Kathy Galvin, and Mr. Mike Signer. Dr. Wes Bellamy arrived later in the meeting.

Ms. Walker called the meeting to order at 5:40 p.m.

On motion by Ms. Hill, seconded by Ms. Galvin, Council voted (Ayes: Ms. Walker, Ms. Hill, Ms. Galvin and Mr. Signer. Noes: None. Absent: Dr. Bellamy) to meet in closed session as authorized by Va. Code sec. 2.2-3712, specifically:

Virginia Code Section 2.2-3711(A)(1) for the consideration and appointment of specific candidates for appointment to the Building Code Board of Appeals, Charlottesville-Albemarle Airport Commission, Charlottesville Economic Development Authority, Housing Advisory Committee, and the Human Rights Commission.

Pursuant to Virginia Code Section 2.2-3115, Ms. Walker provided the following disclosure: “I am an employee of the City of Charlottesville, within the City’s Parks and Recreation Department. I hereby declare that, during the City Council’s discussions of the proposed Budget, relative to issues relating to City employees (such as cost of living increases, living wages, health insurance benefits, and similar fiscal matters relating to City employees – individually and collectively referred to in this Written Disclosure as the “Transaction”) I may have a “personal interest in a transaction”, as that term is defined in Virginia Code §2.2-3101, by reason of the salary or other compensation, or employee benefits, that I receive as a City employee, in excess of \$5,000 annually. I have previously

consulted with the Office of the City Attorney on this matter, and received an opinion that, pursuant to Virginia Code §2.2-3112(B)(1), even with this personal interest I may lawfully participate in City Council's discussion of the Transaction, because I am a member of a group of three or more persons (i.e., City employees) the members of which are affected by the Transaction. I hereby affirm that I am able to participate in the Transaction fairly, objectively, and in the public interest.”

On motion by Ms. Hill, seconded by Ms. Galvin, Council certified by the following vote (Ayes: Ms. Walker, Ms. Hill, Dr. Bellamy, Ms. Galvin, and Mr. Signer. Noes: None.), that to the best of each Council member's knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the Motion convening the closed session were heard, discussed or considered in the closed session.

The meeting adjourned at 6:17 p.m.

NOTICE OF SPECIAL MEETING

A SPECIAL MEETING OF THE CHARLOTTESVILLE CITY COUNCIL WILL BE HELD ON Wednesday, March 6, 2019, AT 4:00 p.m. AT THE Jefferson School African American Heritage Center, 233 4th St NW, Charlottesville, VA 22903.

THE PROPOSED AGENDA IS AS FOLLOWS:

Charlottesville City Council will interview three candidates for the City's next City Manager on Wednesday, March 6, 2019. City employees and the public are invited to observe each interview at the Jefferson School African American Heritage Center and to meet the candidates afterwards during an open house opportunity.

SCHEDULE

4:00 p.m. - 6:00 p.m. - City Council Interviews (:35 minutes each).

The public is invited to observe in the Jefferson School Auditorium.

6:00 p.m. - 8:00 p.m. - Meet and Greet for public with candidates

The names and resumes of the three finalists will be shared with the public on Tuesday, March 5, 2019.

BY ORDER OF THE MAYOR

BY Kyna Thomas

Jefferson School African American Heritage Center – March 6, 2019

A special meeting was held on March 6, 2019, with the following Councilors present: Mayor Nikuyah Walker, Vice Mayor Heather Hill, Dr. Wes Bellamy, Ms. Kathy Galvin, and Mr. Mike Signer.

Mayor Walker called the meeting to order at 4:12 p.m.

Ms. Walker welcomed the public participants and began interviews in the following order individually:

- Michael Mallinoff, Glen Arm, MD
- Tarron Richardson, DeSoto, TX
- Theodore Voorhees, Powhatan, VA

Candidates were asked to provide a five minute overview of why they are qualified for the position and why they are interested specifically in Charlottesville. They were then each asked questions surrounding the topics of:

- Community Relations
- Race Relations
- Transparency in Government

- Public Safety
- Strategic Planning & Visioning

Ms. Walker reminded public participants of the meet and greet opportunity at 6:00 p.m. and asked them to complete feedback forms.

The meeting adjourned at 5:45 p.m.

*A copy of Ms. Walker's conflict of interest disclosure statement is available in the Clerk of Council Office.

NOTICE OF SPECIAL MEETING

A SPECIAL MEETING OF THE CHARLOTTESVILLE CITY COUNCIL WILL BE HELD ON Thursday, March 7, 2019, AT 4:30 p.m. IN THE Second Floor Conference Room, City Hall, 605 East Main Street, Charlottesville, VA 22902.

THE PROPOSED AGENDA IS AS FOLLOWS:

Closed session as provided by Section 2.2-3712 of the Virginia Code (Personnel).

BY ORDER OF THE MAYOR

BY Kyna Thomas

SECOND FLOOR CONFERENCE ROOM – March 7, 2019

City Council met in closed session on this date with the following members present: Mayor Nikuyah Walker, Vice Mayor Heather Hill, Dr. Wes Bellamy, Ms. Kathy Galvin and Mr. Mike Signer.

Mayor Walker called the meeting to order at 4:35 p.m.

On motion by Ms. Hill, seconded by Ms. Galvin, Council voted (Ayes: Ms. Walker, Ms. Hill, Dr. Bellamy, Ms. Galvin and Mr. Signer. Noes: None.) to meet in closed session as authorized by Va. Code sec. 2.2-3712, specifically:

Virginia Code Section 2.2-3711(A)(1) for the discussion and consideration of prospective candidates for employment as Charlottesville City Manager.

Pursuant to Virginia Code Section 2.2-3115, Ms. Walker provided the following disclosure:

“I am an employee of the City of Charlottesville, within the City’s Parks and Recreation Department. I hereby declare that, during the City Council’s discussions of the proposed Budget, relative to issues relating to City employees (such as cost of living increases, living wages, health insurance benefits, and similar fiscal matters relating to City employees – individually and collectively referred to in this Written Disclosure as the “Transaction”) I may have a “personal interest in a transaction”, as that term is defined in Virginia Code §2.2-3101, by reason of the salary or other compensation, or employee benefits, that I receive as a City employee, in excess of \$5,000 annually. I have previously consulted with the Office of the City Attorney on this matter, and received an opinion that, pursuant to Virginia Code §2.2-3112(B)(1), even with this personal interest I may lawfully participate in City Council’s discussion of the Transaction, because I am a member of a group of three or more persons (i.e., City employees) the members of which are affected by the Transaction. I hereby affirm that I am able to participate in the Transaction fairly, objectively, and in the public interest.”

On motion by Ms. Hill, seconded by Ms. Galvin, Council certified by the following vote (Ayes: Ms. Walker, Ms. Hill, Ms. Galvin, and Dr. Bellamy. Noes: None. Absent: Mr. Signer.), that to the best of each Council member's knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the Motion convening the closed session were heard, discussed or considered in the closed session.

The meeting adjourned at 5:40 p.m.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	March 18, 2019
Action Required:	Approval and Appropriation
Presenter:	Leslie Beauregard, Assistant City Manager
Staff Contacts:	Leslie Beauregard, Assistant City Manager Gail Hassmer, Chief Accountant
Title:	State Criminal Alien Assistance Program (S.C.A.A.P.) Grant for 2019 - \$14,086

Background:

The City of Charlottesville has received the State Criminal Alien Assistance Program Grant (S.C.A.A.P.), on behalf of the Albemarle-Charlottesville Regional Jail, in the amount of \$14,086. These are federal funds to reimburse the Albemarle-Charlottesville Regional Jail for Fiscal Year 2017 expenses of housing alien inmates. Albemarle County is appropriating funds received under the same program that will also be passed through to the Regional Jail.

Discussion:

The State Criminal Alien Assistance Program (S.C.A.A.P.) provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating certain undocumented criminal aliens. The award amount is based on the number of undocumented persons incarcerated at the Albemarle-Charlottesville Regional Jail. As this is not a one-time grant, the Jail will receive future payments from the City as they are granted.

Alignment with City Council's Vision and Strategic Plan:

These funds align with Council's Vision for a Smart, Citizen-Focused Government -- Acceptance of these funds will support quality services at our Regional Jail and will help ensure that services are provided in the most efficient and cost effective way to citizens.

These funds also support Goal 2: Be a safe, equitable, thriving and beautiful community, and Objective 2.1. Provide an effective and equitable public safety system

Community Engagement:

N/A

Budgetary Impact:

There is no budgetary impact as 78 percent of these funds will be passed through directly to the Regional Jail. The remaining 22 percent will be sent to Justice Benefits, Inc., which provides administrative support for the regional jail.

Recommendation:

Staff recommends approval and appropriation of funds to the Regional Jail.

Alternatives:

N/A

Attachments:

Appropriation

APPROPRIATION
State Criminal Alien Assistance Program (SCAAP) Grant for 2017 reimbursement
\$14,086

WHEREAS, the State Criminal Alien Assistance Program (SCAAP) grant, providing federal payments for correctional officer salary costs incurred for incarcerating certain undocumented criminals has been awarded the City of Charlottesville, on behalf of the Albemarle-Charlottesville Regional Jail, in the amount of \$14,086.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that a total of \$10,987 be appropriated and passed through to the Albemarle-Charlottesville Regional Jail and \$3,099 be appropriated and passed through to Justice Benefits, Inc.

Revenues

\$14,086	Fund: 211	Internal Order: 1900296	G/L Account: 431110
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Expenses

\$10,987	Fund: 211	Internal Order: 1900296	G/L Account: 530550
\$ 3,099	Fund: 211	Internal Order: 1900296	G/L Account: 530670

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$14,086 from the U. S. Bureau of Justice Assistance.

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

Agenda Date:	March 18, 2019
Action Required:	Approval and Appropriation
Presenter:	Areshini Pather, Commonwealth Attorney's Office
Staff Contacts:	Areshini Pather, Commonwealth Attorney's Office Crystal Rigsby, Commonwealth Attorney's Office
Title:	Domestic Violence Services Coordinator Grant - \$49,336

Background:

The Charlottesville/Albemarle Domestic Violence Community Services Coordinator assists in the efficient delivery of services and access to the court process for the victims of domestic violence in both Charlottesville and Albemarle County. Examples include helping in the preparation of domestic violence cases for prosecution and assisting victims in obtaining protective orders. The Coordinator serves as a case manager on behalf of victims in relation to their interactions with community agencies that deliver needed services such as shelter, civil legal assistance, and counseling. No other person in local government fills this specific function on behalf of victims of domestic violence.

Discussion:

The City of Charlottesville has been awarded \$38,336 from the Department of Criminal Justice Services for the Charlottesville/Albemarle Domestic Violence Community Services Coordinator in the City's Commonwealth's Attorney's Office. This grant requires that 25% of project funds must be provided by cash or an in-kind match. The City's Commonwealth Attorney's Office will provide a \$5,000 cash match, and an in-kind match of \$3,372. Albemarle County will provide a \$6,000 cash match, and an in-kind match of \$2,400. Graduate student and intern hours will provide an additional \$1,182 in-kind match. The total anticipated cash and in-kind match of \$17,954 is more than sufficient to meet the minimum requirement.

Alignment with City Council's Vision and Strategic Plan:

Approval of this agenda item aligns directly with Council's vision for Charlottesville to be America's Healthiest City and contributes to their priority to: Provide a comprehensive support system for children.

The program also aligns with Strategic Plan Goal 2: A Healthy and Safe City, Objective 2.2 Meet the safety needs of victims and reduce the risk of re-occurrence/re-victimization and Objective 2.3 Improve community health and safety outcomes by connecting residents with effective resources. The Domestic Violence Coordinator contributes to the health and safety of the community by connecting victims of domestic violence and their children to service providers for emergency shelter, medical and mental health services, housing resources, legal assistance and other services.

Community Engagement:

The Charlottesville/Albemarle Domestic Violence Services Coordinator is a direct service provider and is engaged daily with victims of domestic violence and stalking who access services through referrals from police, court services, social services and other allied agencies. The Coordinator works with over 300 individuals yearly and serves on several coordinating councils: the Albemarle/Charlottesville Domestic Violence Council, the Monticello Area Domestic Violence Fatality Review Team, and the Charlottesville/Albemarle Blue Print for Safety group. The Coordinator has actively been involved in the implementation of the Lethality Assessment Protocol (L.A.P.) used by Charlottesville, Albemarle and University of Virginia Police Departments.

Budgetary Impact:

There are no additional funding required. The grant requires a local match of \$11,000, in which \$6,000 will be provided by Albemarle County and the remaining \$5,000 will be provided through previously appropriated funding in the Commonwealth Attorney's FY19 General Fund Operating Budget. The funds will be expensed and reimbursed to a Grants Fund.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

In the event that the grant is not funded or that the funds are not appropriated, this position will cease to exist, as there are no other funds to support it.

APPROPRIATION

Domestic Violence Services Coordinator Grant

\$49,336

WHEREAS, The City of Charlottesville, through the Commonwealth Attorney’s Office, has received the Domestic Violence Services Coordinator Grant from the Virginia Department of Criminal Justice Services in the amount of \$38,336 in Federal pass-thru funds, Albemarle County is to contribute an additional \$6,000 in local cash match, and the City Commonwealth Attorney’s Office will contribute up to \$5,000 cash match, as needed to meet salary and benefit expenses.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$49,336 is hereby appropriated in the following manner:

Revenues

\$38,336	Fund: 209	Cost Center: 1414002000	G/L Account: 430120
\$ 6,000	Fund: 209	Cost Center: 1414002000	G/L Account: 432030
\$ 5,000	Fund: 209	Cost Center: 1414002000	G/L Account: 498010

Expenditures

\$49,336	Fund: 209	Cost Center: 1414002000	G/L Account: 519999
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Transfer

\$ 5,000	Fund: 105	Cost Center: 1401001000	G/L Account: 561209
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$38,336 from the Virginia Department of Criminal Justice Services, and \$6,000 from the County of Albemarle, Virginia.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	March 18, 2019
Action Required:	Appropriation of grant funds
Presenter:	Susan Morrow, Offender Aid and Restoration
Staff Contact:	Leslie Beauregard, Assistant City Manager Susan Morrow, Offender Aid and Restoration
Title:	Virginia Behavioral Health Docket Grant - \$50,000

Background:

The City of Charlottesville, on behalf of the Charlottesville-Albemarle Therapeutic Docket program, has received a Supreme Court of Virginia Behavioral Health Docket Grant in the amount of \$50,000 for operations of the therapeutic docket program, which is operated by Offender Aid and Restoration (O.A.R.). The City of Charlottesville serves as fiscal agent for the Supreme Court of Virginia Behavioral Health Docket Grant.

Discussion:

In its first year of operation, the Charlottesville-Albemarle Therapeutic Docket program is a supervised 6 to 12 month treatment program that serves as an alternative to incarceration for offenders. The Therapeutic Docket is a specialized docket within the existing structure of the court system given the responsibility to handle cases involving non-violent adult misdemeanor offenders who suffer from serious mental illness. The program uses the power of the court to assist non-violent offenders to achieve wellness and recovery through a combined system of intensive supervision, medication management, mental health treatment, and regular court appearances.

The total program budget is **\$160,000** and includes three funding sources:

Supreme Court of VA:	\$50,000
City of Charlottesville:	\$55,000, (previously appropriated)
Albemarle County:	\$55,000, (previously appropriated)

Alignment with City Council Vision and Strategic Plan:

This relates to Goal #2 in the City's Strategic Plan - A Healthy and Safe City. More specifically Objective 2.3 Improve community health and safety and outcomes by connecting residents with effective resources; and Objective 2.4 Reduce the occurrences of crime, traffic violations, and accidents in the community. The Therapeutic Docket is a valuable, less expensive alternative to incarceration for certain criminal offenders with serious mental illness which utilizes a blend of court-ordered supervision, mental health treatment services, court appearances, and behavioral sanctions and incentives to reduce recidivism and enhance personal accountability and mental health and wellness among participants.

Community Engagement:

The Therapeutic Docket is a direct service provider and is engaged daily with non-violent criminal offenders with serious mental illness who are at a high level of risk for reoffending and have a high level of need due to mental illness. By collaborating with the Court system, Region Ten Community Services Board, Partners for Mental Health, and the Sheriff's department, the Therapeutic Docket provides these offenders with a highly structured, rigorously supervised system of treatment and criminal case processing that results in a significant reduction in recidivism rates for program participants and graduates. Participants gain access to the Therapeutic Docket through referrals from police, probation, magistrates, defense attorneys and other local stakeholders. Participants have active criminal cases pending in the General District Court. If they successfully complete the program which takes a minimum of 6 months, participants may have their pending charges dismissed. If participants are unsuccessful and have to be terminated from the program, they return to court to face their original charges. Successful Therapeutic Docket participants return the community's investment in them by improving their mental health status, maintaining compliance with treatment regimens, including medications, and reducing their criminal behaviors in the community.

Budgetary Impact:

No additional City funding is required as the City's match for this grant, \$55,000, was appropriated within the FY 2019 Council Approved Budget as part of the City's contribution to Offender Aid and Restoration.

Recommendation:

Staff recommends approval and appropriation.

Attachments:

Appropriation

APPROPRIATION
Charlottesville - Albemarle Therapeutic Docket Grant Award
\$50,000

WHEREAS, the Supreme Court of Virginia awarded the Supreme Court of Virginia Behavioral Health Docket Grant in the amount of \$50,000 for the Charlottesville - Albemarle Therapeutic Docket in order to fund salaries, benefits, and operating expenses; and

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

WHEREAS, the City of Charlottesville and Albemarle County both have dedicated local matches to this grant, totaling \$110,000; and

WHEREAS, the grant award covers the period January 1, 2019 through June 30, 2019.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$50,000, received as a grant from the Supreme Court of Virginia, is hereby appropriated in the following manner:

Revenues

\$50,000 Fund: Internal Order: #1900324 G/L Account: 430110 (State Grant)

Expenditures

\$50,000 Fund: Internal Order: #1900324 G/L Account: 530670

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$50,000 from the Supreme Court of Virginia.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	March 18, 2019
Action Required:	Approve Resolution
Presenter:	Paul Oberdorfer, Public Works Department Director
Staff Contacts:	Brian Daly, Parks and Recreation Director Mark Zavicar, Facility Maintenance Manager
Title:	Capital Funding Transfer for Smith Recreation Center Air Quality Project - \$300,000

Background:

The City of Charlottesville Smith Recreation Center has a history of Indoor Air Quality (I.A.Q.) concerns that negatively impacts the quality of experiences for both residents and city employees while in this facility. Combining staff input, with a consulting engineer's assessment, this facility has been identified as having infrastructure deficiencies contributing to the I.A.Q. issues. Request for Capital Funding Transfer will provide funding for a comprehensive system analysis and a corrective design and specification process that addresses the sustained I.A.Q. concerns from an engineering standpoint.

Staff has identified two potential funding sources for this project – the Tonsler Park Master Plan Implementation account or the C.I.P. Contingency account. The Tonsler Park project has approximately \$1.89M remaining primarily designated for the Field House design and construction. However final design and construction costs are not known at this time and will have to be reevaluated once final design is completed. The CIP Contingency account has approximately \$2.6M in unallocated funding.

Discussion:

Public Works has partnered with Parks and Recreation to perform a collaborative review of the Smith Recreation Air Quality issues. Relying on historical Engineering analysis, as well as internal mechanical and facility process investigations, it has been determined that existing, and prolonged negative conditions inside the facility, are of a highly complex, and interactive relationship between Mechanical, Operations and Facility Expectations from city staff and residents alike. The historic nature of these issues, has resulted in a fragmented approach in identifying and solving the complex problems found at this facility and would take a fresh approach from all participants to correct the issues responsible for the ongoing air quality concerns.

Phase 1: Employ a Consulting Engineering Firm to evaluate the facility and operations with the purpose of developing defined Scopes of work required to identify the issues at hand. This first Phase of this process has been completed and the comprehensive Scope and Report are attached to this request.

Phase 2 and 3: Will employ an Engineering Firm bound to the Scope Report to specifically evaluate and determine facility deficiencies directly resulting in the poor air quality of Smith Recreation. Phase 3 will provide design elements and equipment specifications to correct deficiencies as documented in Phase 2. Request for fund transfer is for Phase 2 and Phase 3.

Summarized Fund Transfer Breakdown:

\$291,000 towards M.E.P. Facility analysis and Engineering Design of facility process and mechanical systems

\$9,000.00 towards Parks and Recreation covered equipment storage system

Alignment with City Council's Vision and Strategic Plan:

This request is driven by Goal 2: A Healthy and Safe City: 2.3 Improve community health and safety outcomes by connecting residents with effective resources

Community Engagement:

N/A

Budgetary Impact:

This has no impact on the General Fund. No new funding is being appropriated. All funds will be transferred from funding previously appropriated in the Capital Improvement Program Fund.

Recommendation:

Staff recommends approval of the recommendation to use already appropriated funds in either the Tonsler Park Master Plan Implementation project account or the C.I.P. Contingency account, or a combination of funding from the two accounts, to identify Smith Aquatics Air Quality concerns.

Alternatives:

City Council could decline this recommendation, and the funds would remain in the Tonsler Park Master Plan Implementation and C.I.P. Contingency accounts. Other funding sources would need to be explored in order to initiate the recommendations in this request.

Attachments:

Resolution

Smith Aquatics Report Summary, September 26, 2018 Facilities Maintenance / Public Works /
City of Charlottesville

Smith Aquatics Scope Development Report T.L.C. Engineering Solutions

RESOLUTION

**Transfer for Smith Recreation Center Indoor Air Quality Project
\$300,000**

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the funding for the Smith Recreation Center Indoor Air Quality project is hereby transferred in the following manner:

Transfer From:

\$300,000 *Fund: 426* *WBS: CP-080* *G/L Account: 599999*

Transfer To

\$300,000 *Fund: 426* *WBS: P-01011* *G/L Account: 599999*



**TO: Paul Oberdorfer
Brian Daley**

FROM: Mark Zavicar

Created: September 26, 2018

SUBJECT: Smith Aquatics Report Summary

Section Title: Smith Aquatics Report Summary

Chemical Management: Note: Pools drained and refilled in Mid-August

- Combined Cl reading between .08 and .1 in mid-September
- History: LPA Pool Chemistry Assessment January 30, 2015
 - Comment: No observable changes in methodology
- Incomplete Data: “Total Chlorine”
 - Unable to calculate Chloramine Levels off SA submitted water test report
- ORP (Oxidation Reduction Potential)
 - Consistently lower than recommended levels; 650 mV APSP (Association of Pool and Spa Professionals)
 - PH levels is one indicator
 - PH levels maintaining consistent 7.4 levels as indicated on submitted chemical report
 - Low Free Chlorine levels promote higher Chloramine
 - FC levels ranging from 1 to 3 as indicated on submitted chemical report
- UV
 - Optimum density for effective results is 60 mJ/cm³
 - Combined Chlorine disassociation occurs at 245 – 365 nm
 - No PM records provided on unit service or bulb change
 - Unit Lamp Specified for Wallace & Tiernan WTL2000 rated at 200 to 300 nm
 - Bulbs changed recently on both units (August 17)
 - Recreation: 134 hours 125% output at “Base” intensity (1 bulb)
 - Lap: 125 hours 115% output at “low” intensity (2 bulb)

Mechanical:

- Design Conditions
 - Outdoor Summer db / wb 82/77
 - Indoor Summer db 86
- Well Delta T Average: 5 to 6 degree F
- Design recommendations per 2rW is 10 degrees F for similar systems
 - Supply Temperature: observed 88.6
 - Return Temperature: observed 94.0

- Water Bleed
 - Set Point 88 degrees
 - Total System Bleed reportedly @ 22 + gal / min consistently
 - BAS: Well Water Management:
 - No BAS Modeling available
 - User manipulations, 2 way valve, used to regulate return and bleed conditions
 - Sediment and drought will affect metering of systems
- OA System: OA damper to main SA trunk
 - Per Plan Views (Attached)
 - OA trunk to SA does not flow through Cooling coil
 - OA does flow through Heating Coils (Gas and Well diversion)
 - OA damper static setting at 55%
 - Specified at 3,025 CFM
 - Current OA supply 1,664 CFM
 - Key point to consider during “Event” conditions as OA damper is opened 90%
 - Specified at 3,350 CFM
 - Event OA supply 3,015 CFM
- TAB: Report Date August 21, 2015
 - Fans set and balanced per engineer and city specifications. PDU units set as designed. All flow stations calibrated.
- Natatorium Negative Pressure
 - Unable to maintain negative pressure
 - ACES Inc. 09.07.2018 Report
- Doors opened

Summary:

Combined processes for facility operations incomplete, or inadequate. BAS / Facility Mechanical management relies on manually manipulations (Trial / error methodology). Example would be attempts to manage well water return and bleed rates. Well water bleed off around 21 gpm or more depending on conditions. Possible water dump into sewer line at 20,160 gallons in a 16 hour day. Trending data shows temperature set point at 88 is consistently exceeded as PDU’s are 24/7 run times. Water sediment is not fully extracted and is reportedly found in system loop in both PDU and GSWP.

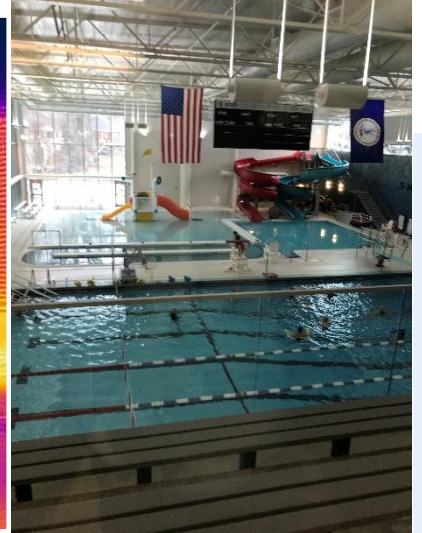
Chemical feeds reportedly insufficient. Water Flow to Cal-Hypo chlorinators need to be examined. Water Chemistry test processes need to be examined. Submitted data does not contain TCl levels and is incomplete in data. UV PM Logs not available.

TAB reportedly shows systems operating in specified parameters. Natatorium not in negative pressure. Steps being taking to address.

OA supply ducted to supply side of heating coils. OA completely bypasses cooling coil. Ducting suggest direct feed to Natatorium.

Recommendations:

- Create and implement single point contact between FM and SA
 - Work request, collaborations, communication
- Commission Engineering Contractor Specializing in Pool (Natatorium) Operations
 - Project Scope: TBD
 - Facility Operating Windows must be established
 - Well effectiveness / LEED
 - Comparative Study (Well / Cooling Tower)
 - Evacuators and immediate environment: Door openings, commercial fans, pocket evacuator
 - Internal examination of GSWP and PDU water lines for sediment erosion
- Funding
- Facility Re-Commissioning:
 - Chemical
 - BAS
 - Mechanical
 - TAB
- Third Party Chemical and Mechanical System Management (6 Months)
 - Map Processes / Develop SOP
 - Training
 - Liability Sharing



IAQ Issues Resolution Scope Development Report

For
Smith Aquatics Center –
City of Charlottesville, VA

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EXECUTIVE SUMMARY

Robert M. “Mac” Coble, II, PE, CxA, EMP, LEED AP BD+C of TLC Engineering for Architecture was contacted by the Mark Zavicar, Facilities Maintenance Manager for the City of Charlottesville, VA. TLC was tasked to develop a scope of services for a professional engineering firm to resolve the remaining IAQ and HVAC issues experienced at the Smith Aquatics Center in Charlottesville since its opening in 2011.

After reviewing the material forwarded at TLC’s request, Coble traveled to interview the city management and operations and maintenance staff associated with the Smith Aquatics Center (refer to notes of those meetings at the end of the main report.)

Recommended Scope of Work. The conclusion of the review and interviews result in the following main scope items:

- 1) **Condenser Cooling Water-Heat Sink.** The design intent for the ground water to function as the building heat sink through the cooling season has failed and must be replaced or supplemented to provide a reliable heat sink and source of condenser cooling water at or below 90° F.
- 2) **Natorium Air Pressure.** The air balance and controls must be controlled and monitored by the building automation control system to establish and maintain a dry side positive pressure difference over and between the natatorium to reduce that transport flow to the dry side resulting in migration of chloramines from the natatorium to the dry, administration spaces,
- 3) **Chloramine Dilution, Sweeping & Capture & Exhaust.** The recommendation of this report is to increase the air change rate to 6 air changes using the existing air distribution system as installed. Smoke studies demonstrated the current air flow broke from the wall approximately 12 feet above the pool deck. A computational fluid dynamic analysis of that air distribution before and after the increased air circulation is recommended prior to developing contract documents for the next phase to assure the effectiveness of the approach to achieve the goals in operational modes of heating, cooling and shoulder seasons.
- 4) **Condensation Control.** Integral perhaps to item 3 above is air turnover rates and wall wash with dehumidified air the specific intent to limit and prevent condensation. Currently the air change in the Natatorium is just under 4 air changes per hour (ACH). ASHRAE recommends 4 (minimum) to 8 air changes. The recommendation is to increase the air supply to 6 air changes. The existing air distribution system should be used and supplemented to assure air movement in the natatorium is sufficient to keep the vertical wall surfaces at or above the dew point.
- 5) **Building Controls Expansion.** The building automation and controls should be expanded, revised augmented or upgraded to facilitate controlling of additional equipment, energy and water consumption, space temperatures, humidity and pressure at multiple points in natatorium. The owner and operations management should be involved in determining what operational alarms and monitoring screen revisions would improve their management of the facility indoor environment via the HVAC equipment and systems.
- 6) **Systems commissioning.** Once the design of the corrections is complete it the systems should be commissioned to functional test the sequences recommended were implemented and all controlled actions occur per the designed revisions. Commissioning is the quality assurance process that eliminates the discovery of constructed operational errors and

deficiencies that otherwise would have been revealed over time at the cost of functional, performance, efficiency, comfort and air quality less than it could be.

INTRODUCTION

Following the initial opening of this aesthetically attractive natatorium and fitness facility occupants and staff experienced breathing discomfort, respiratory tract and eye irritation, and other symptoms typically associated with presence of high concentrations of chloramines. Discomfort was experience due to hot space temperatures due indirectly to warm condenser water supply from the warm ground water. The warm condenser water lead to reduced capacity in all the water-to-air ground sourced heat pump units (GSHPs) and the water-to-air pool dehumidification (PDUs). Exposed painted structural bar joists and stainless steel water cooler in the administrative “dry side” spaces began showing signs of corrosion.

This LEED Platinum project included temperature control zones conditioned by a number of constant volume water-to-water ground source heat pumps. Four GSHP serve the second level and two GSHPs serve second level east and west. Ventilation air for the respective temperature control zones and associated GSHP units is first preconditioned by an ERU also located in second level mechanical equipment space.

While pool water treatment mismanagement can contribute to unnecessarily higher combine chlorine (a.k.a., chloramine) levels, it is the conclusion of this author the Smith Aquatics Center Operations Management team is following practices and procedures for the maintenance and operation of the pool water treatment that meet or exceed an industry standard of practice. Hence, if that professionalism, maintenance and operation standard is continued this project becomes one of HVAC changes only.

OBJECTIVE.

The objective of this scoping effort is to

- 1) Develop understanding of the issues plaguing the operation of the Smith Aquatics Center HVAC & control system, and
- 2) Define the operation deficiency issues to be addressed in determining the scope of work for a professional design engineering firm to address as corrections of those issues.
- 3) The effort has been to develop an understanding of the capacity and operational (HVAC & pool water chemistry control) deficiency issues. Once understood the effort is to define that “scope of work” for the design firm to achieve in their design that when those design is implemented the HVAC system will function as it should to achieve and meet the Current Facility Requirements (CFR).

Current Facility Requirement (CFR) of the Smith Aquatic Center systems are as follows:

- 1) **Natatorium Design** :
 - a. Air change rate recommended by industry: 4 – 8 air changes. Current design is slightly less than 4 air changes of the natatorium air volume.
 - b. Ventilation air supply rate: The ventilation air should turn over the natatorium air volume not less than once per hour, 1 ACH.
 - c. Pressurization: Relative to adjacent spaces industry recommendations are to keep the “wet” side, natatorium side negative , 0.05”w.g.-0.15”w.g. (Current operation is

not achieving net negative air pressure relative to the adjacent, “dry” occupied spaces.

- d. From ASHRAE Applications Handbook and the articles regarding natatoriums the recommended water maintenance temperatures for various pool uses are as follows:

Type of Pool	Air Temp, Ta (F)	Water Temp, Tw(F)	RH
Recreational	78 - 85	75 - 78	50%-60%
Therapeutic	80 - 85	85 - 95	50%-60%
Competition	78 - 85	70 - 82	50%-60%
Diving	80 - 85	80 - 90	50%-60%
Elderly	84 - 90	85 - 90	50%-60%
Hotel	82 - 85	82 - 86	50%-60%
Whirlpools , Spa	80 - 85	97 - 104	50%-60%
Smith Family Pool	86 - 88	87 (obs'd)	46%-60%
Smith Lap Pool	86 - 88	80-82(Obv)	46%-60%

From the observations and data gathered the Natatorium air was at 46% RH but with low air velocity (approximately under 30 fpm) ASHRAE recommends air velocities at the pool level not exceed 50 fpm as higher air speed raises the level of discomfort from rapid cooling.

- 2) **Improvement in indoor air quality** by appropriate displacement, dilution and evacuation of chloramines, and space air pressure control to industry accepted standards.
 - a. Effectively evacuate chloramines at points of higher concentration utilizing the existing Paddock “evacuators” and exhaust duct and fans. The goal is to eliminate causes of staff and public complaints associated with chloramines in the pool side areas. This does not mean there will be no complaints as that is not achievable.
 - b. The original design failed to isolate and capture the chloramines generated in the two pools. Subsequent modifications and improvements to the building air distribution and ventilation systems (e.g. phase 1 Paddock chloramine evacuators) have noticeably improved the air quality of the natatorium area. As recommended in the LPA study air velocities should increase in the entire pool deck breathing zone and mix or sweep chloramine concentrations that rise to levels causing staff and patron complaints. The phase 2 Paddock or other HVAC modification must generate air velocities of >30 fpm and < or = 50 fpm at the pool surface, breathing zone for staff and occupants from chloramine concentrations.
 - c. Achieve minimum (in high use) to no “chlorine smell” in low use to be present in the natatorium and no “chlorine smell” to be present in the dry side. (Note: the “chlorine smell is actually the “combined chlorine” – a.k.a. “chloramines.”)

- 3) **Establish, manage and control the pressure difference** between the pool and dry spaces to be negative pool side. Stop the chloramine migration to the “dry side“ spaces by achieving a pool side net negative 0.01”w.g. – 0.05”w.g. pressure difference across the separating partition(s) between the “dry side” spaces and the natatorium.
 - i. That negative air pressure must be monitored, controlled to be net negative constantly relative to the dry side at both the lower level and upper level spaces.
 - ii. The difference may be achieved either by pressurizing the dry side more, or decreasing the pool side or both.
 - iii. Control system logic, sensors, monitoring screens, and alarms should be installed to indicate when that differential is being compromised, when pool side exterior and interior doors are being maintained open around the pool and alert the managers if the doors are when doors are note closed beyond reason. This could also require modification of the controls of the PDU and GSHPs and or adding VFDs for exhaust fan control.
- 4) **Resolve the HVAC system capacity** deficiency issues is the second goal is to related to high temperature ground water supply to the condensers of the GSHPs and PDUs through the peak cooling season. Achieving that should eliminate the need to bleed ground water (well water) to the room wasting that resource. This will require a full capacity closed circuit condenser water loop with an evaporative cooler or cooler(s). It could involve implementing the original ground source closed circuit earth wells supplemented by evaporative cooler(s).
- 5) **Reduce the frequent maintenance** issues and expenses related compressor failures, staff and customer complaints, cleaning filters of the sand and sediment in the condenser water and of high condenser water temperature caused compressor failures. The product of the efforts should provide the GSHPs and PDUs and or other added equipment sufficiently cool condenser cooling water supplied to facilitate that equipment to operate at their design capacities or better, with CWS at or less than 90°F.
- 6) **The air movement for condensation** control across vertical wall surfaces must continue to mitigate and not cause increase in the condensation on those surfaces.
- 7) **Energy Efficiency Impact – Measurement and Verification.** To the extent possible the energy use should not be increased above what it would have been in the original design if the heat sink capacity had been installed as designed and of sufficient thermal capacitance and the chloramines had been adequately removed. The net impact should be to not reduce the LEED Energy and Atmosphere credit points for exceeding the energy code reduction of LEED certification of not below Silver of the original Version 3 LEED system. In the years since the facility opened, electrical energy use has gone down year to year while gas consumption has risen significantly in that time.
- 8) **The control system revisions and upgrades:** The sequence of controls and input output listing should be revised to operate the system to achieve the pressure, temperature, humidity and air quality and monitor the systems operations to alarm operators when critical issues arise that would jeopardize the operation. The control system should stage capacity, monitor and alarm out-of-specification conditions and maintenance issues that would lead to compromised pressure, temperature, humidity and control of the chloramines. And compromised air quality.

BACKGROUND.



Smith Aquatics Center was designed in 2009 and opened in 2010. The 27,000 GSF facility includes a high bay, 12,800 GSF, 36.5 foot high, two pool natatorium and a two level, dry-side. In the natatorium, one pool, the “lap” or “competition”, has six lanes with a Colorado timing system infrastructure for swim meet competition. The other “family” or “recreational” pool includes features such as lazy river, water slides. Two offices inset into the dry side house pool staff. The volumes of the pools are 212,000 gallons (Lap) and 52,000 gallons (Family) as related from City staff.

Since that original project various two studies have been commissioned toward identifying causes of the operational and environmental issues. One study was conducted by LPA Engineering out of Roanoke, VA. That study focused on the HVAC systems predominantly. A second study was by Counsilman-Hunsaker under LPA. Both studies are available from the owner for review and technical data as well as other internal reports by staff of the City of Charlottesville. Recently completed was a wall sealing project to caulk and seal all penetrations and paths for air from the natatorium to the dry side space.

DISCUSSION

Ground Water Condenser Cooling Water System

Water pumped from the five 200 ft.-300 ft. deep wells, filtered of sand and other debris, circulated to the GSHPs and PDUs, then piped back to the same five wells.

- 1) The ground source condenser cooling water supply and return system has insufficient thermal capacitance to absorb and or dissipate the buildup of heat through the entire cooling season. The design basis maximum condenser water supply temperature to the GSHPs was 90F. GSHP entering condenser water as high as 110F was experienced in early July as the facility was entering the peak of the cooling season loads.
- 2) Well pumps have failed and dropped into wells as the well piping into which they were installed expanded. Well pipe has had to be replaced.
- 3) In order maintain cooling equipment with some capacity though the cooling season hot return water was bled onto the Smith Aquatics Center roof in order to draw in cooler water into the wells from the ground. It fails to and must be revised to provide that heat sink capacity and reliability.
- 4) Excessive labor is required to maintain the HVAC and ground source water filters. Every GSHP has had at least one if not more compressor replaced presumably due to the high refrigerant pressures and temperatures in the cooling circuits.

In cooling season the PDUs can reject heat to the pool water to offset the energy /temperature loss due to evaporation. Also there are gas-fired, high efficiency condensing boilers, one for each independent pool filter recirculation loop, to raise the pool water temperature in heating season.

The offices, public entrance lobby, group exercise, exercise equipment rooms on the second level and support spaces and toilet, showers and locker rooms on the lower level get their ventilation air through their respective GSHP and the ERV. The ERV recovers heat from 3215 cfm (design basis) exhaust air at 92F cooled by 1850 cfm of 78 F exhaust air resulting in ventilation air to the GSHPs at 83 F. Heat transfer is via an air-to-air heat exchanger between the intake air stream and the exhaust air stream. The air streams are filtered in the Energy Recovery Ventilator (ERV). When the ERV unit is OFF the motorized intake and exhaust air dampers close. The unit was designed to be constant volume of both air streams when operating. Supply and exhaust fans are provided integral to the ERV.

Exhaust fans are provide drawing from the lower level pool equipment room and the filter room and from the upper level mechanical equipment room, the elevator equipment room, and a storage closet

Building Automation System Controls

From the interview with City Operations and Maintenance staffers and review via their lap top of the graphic user interface screens the current operation data was visible. The conclusion of that review was the staffers have mainly experience the frustration of complaints, failures, and increased system maintenance associated with the ground water condenser water heat sink. The calibration frequency, agility of the staff with the BAS and GUI screens conveyed a high sense of engagement and system knowledge. Refer to the BAS Screen Attachment.

Ventilation & Pressurization: Natatorium & “Dry” Spaces

Ventilation Air

The mechanical equipment room is located in the center of the second level of the “dry side” admin building and has not exterior walls. The mechanical room houses most the air side conditioning equipment for the facility. The mechanical equipment room houses single zone ground source heat pumps (GSHPs). Three GSHPs serving the lower level and 4 serving the upper level spaces. The GSHP units are supplied pre-conditioned outside air (OA) from roof mounted ventilator via and Energy Recovery Ventilator (ERV) rated to supply 3215 cfm of filtered recovered energy tempered air at 83°Fdb / 70°Fwb when OA is at 92Fdb and 78°Fwb. The ERV exhaust is scheduled to be 1650 cfm of 78°Fdb/ 65°Fwb of dry-side space air. The two pool dehumidification units (PDUs) each rated at 15,100 cfm with normally 3025 cfm OA and 3350 cfm OA in “Event Mode” (when activity and occupancy would be high.) The PDU is schedule / rated to remove 217.5 lbs. water/ hour each based on the “lap pool” at 78F and space RH at 60%. (NOTE: the conditions when observed on 1/17/19 were 46.5% RH, 82F LAP Pool water temperature and 87F family pool water temperature. Assuming a pool air velocity of 30 feet per minute (fpm) and conditions noted on the BAS the evaporation rate would have been 260 lbs per hour or 31.2 gph. AT the recommended conditions per ASHRAE the evaporation rate would have been approximately 50% of that. That impacts the cost of makeup water for evaporation and blow down for controlling TDS. Per the building automation monitoring system the pool exhaust was operating at 9,600 cfm in EF 1 and



900 cfm in EF 2 for natatorium exhaust in excess of 10,000 cfm, for 1.35 air changes and above the recommended minimum of 1 ACH.

Also there located are 5 potable water instant heating Rinnai™ units and condenser water recirculating pumps. .

The first level of the “dry side” includes main electrical room with electrical service entrance and the pool water treatment room. Access to the pool equipment room is via the main electrical room. Also on the first level are male and female locker rooms and showers, and the piping penetrations to and from the ground water source wells and filtering equipment and effluent recharge piping. The pool water treatment room and pit house two independent pool water pumping, monitoring, filtering and water treatment loops.

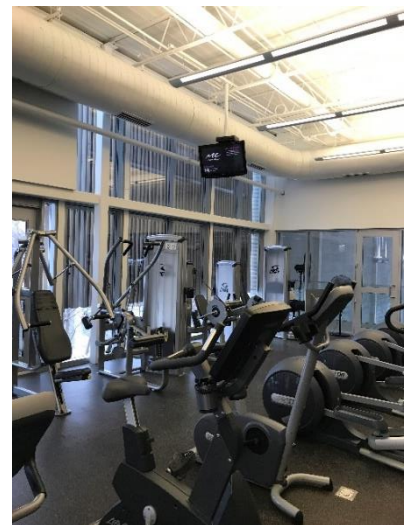
Dry-Side Spaces.



The dry side second level has direct access entry from the parking lot through a vestibule to the entry reception lobby on the east side of the building south end, a door that opens to a second level spectator seating section in the natatorium, and a south side personnel door. In that upper level of the “dry side” are two administration offices, toilets, mechanical equipment space, workout and exercise equipment areas, and an open stair way to the lower level. There is a second level access door to the natatorium space spectator benches. The separation partition between the “dry” public areas (other than the mechanical room) and “pool” side is a glass storefront.

The staff at the reception desk and in the two offices as well as patrons using the other spaces have experience effects associated with chloramines

and have learn to mitigate those by opening the door or doors to vent the bad or “heavy” air. On occasion of January 17 site visit the staff had opened the south door. Cold air was entering then flowing down the open stairway as the warm air from below was being displaced and force up. The set point for the upper level GSHPs was 72 F and for the lower level GSHPs was 78 F. Such protocols are understandable for comfort and health. They also explain in part the rise in gas consumption by over 500% since the facility opened.



Natatorium.

The code required minimum ventilation of outside air introduction for occupied spaces and exhaust air flow from shower, toilets and locker rooms was achieved in the original design. Those rates met the mechanical code and ASHRAE Std. 62 prescribed rates.



The natatorium fresh air (outdoor air) requirement is 0.48 cfm per SF of pool and pool deck resulting in a minimum outside air flow rate of 6,144 cfm supply air. The ventilation air for the spectators would add to that outdoor air requirement.

The exhaust air flow should be designed to achieve the following:

- 1) Removal of chloramines near where they are concentrated,
 - 2) Facilitate introduction of the outside air to the breathing zone of staff and spectators and swimmers, and
 - 3) Exhaust sufficient air to keep the natatorium negative relative to any adjacent spaces. The recommended pressure difference between the natatorium and adjacent spaces is 0.05-0.15" w. g. (Note: For safety and ADA reasons the differential pressure should not exceed 0.05-0.08 " w. g.).
- 4) However, when checked the system was in the "Purge/Event" mode (higher outside air via the PDUs) and the natatorium was positive relative to the "dry side spaces". Commanding the system out of the "Purge" or "Event" Mode via the Trent building automation system (BAS) graphic user interface (GUI) the pressure in the natatorium remained slightly positive (~+0.0005 in w.g.) compared to the "dry side" spaces and very slowly reduced finally going very slightly negative for a few moments then returned to be very slightly positive..

The natatorium temperature control, filtration and ventilation is provided through the two PDUs, Munters™ units. The PDUs located in the second level mechanical space. The supply air to the high bay round ducts in the pool area with return air entering via linear return grilles above and below second level spectator area on the south wall of the pool. Each of the PDUs was designed to supply 15,100 cfm of which up to 3025 cfm was outside /fresh air and had exhaust fan rated at 3710 cfm (more than supply by 685 cfm each to draw the pool side negative). Each unit's exhaust fan that was subsequently disabled in phase 1 of the Paddock



Evacuator implementation project and that capacity was replaced and increased by the EF-Pool-1 fan rated at 8,000 cfm. The PDUs units were designed to condition the natatorium to 86°F and 60% RH when the ambient conditions were at 92°Fdb and 78°Fwb with maximum condenser water supplied temperature of 90°F. The PDU has a design feature that was puzzling which was to introduce the ambient ventilation air downstream of the dehumidifying cooling coils. The net

dehumidification capacity of those units was to remove 217.5 lbs. per hour, 435 lbs. per hour total. water per hour each PDU, 95.1 lbs. per hour in circuit A and 122.4 lbs. per hour in circuit B. (NOTE: at the observed operating conditions on January 17, the required dehumidification rate / evaporation rated of the pools would have been in excess of 490 lbs. per hour.)

The exhaust from the pool areas originally include exhaust via the PDU return air stream and relief fan then through a roof ventilator discharge on the roof. (Those fans were removed from operation in conjunction with the Paddock Evacuator implementation.)

The supply air from the PDUs is distributed to the east and west sides of the natatorium via round, double-wall ducts and “drum louvers to the two high-wall perimeter walls and deck and to center of the pools. A perimeter high wall supply air duct conditions the eastside tracking along the east wall (parking lot & berm wall side) north then across ½ of the north wall. There is a center duct for the east side as well mounted over the pools just off the center north south axis of the building. This scheme is mirrored for the west side except a below floor supply duct with floor grilles was provide to provide air to the low level glass.

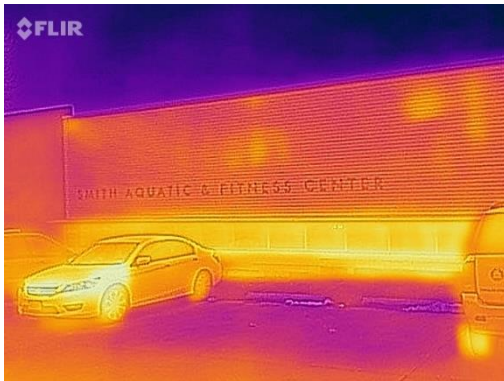
Air movement in natatoriums must be sufficient to keep air motion on all the walls and glazing to prevent or significantly limit condensation. (NOTE: At 84°F the dew point at 60% RH is 62°F. In winter conditions wall surface temperatures and glazing surface temperature are easily below that temperature.) The “drum louvers” discharge air onto the respective walls on the perimeter ducts directing air down the wall. The center ducts direct the air down toward the pool. There are two returns: one wide linear grille above the second level pool spectator area and a similar one immediate below that same spectator area.

Diagnostic smoke testing with smoke generators has been done to evaluate the effectiveness of the air from the overhead supplies moving air to the breathing zone. The City staff observing the smoke test included facilities maintenance staff Gerry Martin and Parks and Recreation staff Vic Garber and Doug Ehman, Deputy Directors with Parks and Recreation. The smoke test indicated the air clung to the wall until approximately 10 ft. to 12 ft. above the pool deck according Phillip and “Gator” Batton that observed the testing.

Natorium Envelop Thermographic Review

In an effort to identify any potential wall insulation or HVAC wall washing issues TLC took a number of thermographic images with a FLIR™ camera. Those are provided as an attachment to this report for reader reference.

Exterior Thermographs

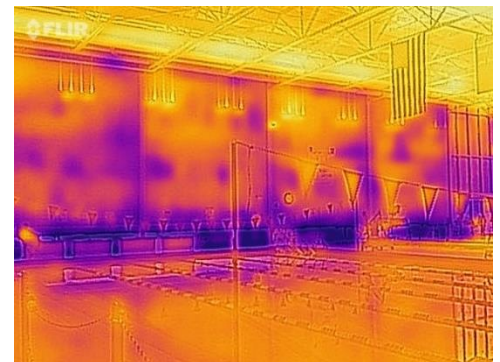


The first of the series of thermographs are of the exterior. Cold purple skin with bright yellow warm window mullions viewed from the parking lot. Thermal bridging can be viewed in the corner structure framing with the bright yellow to white colors. The north end wall is warmed by the air flow onto the wall unevenly as viewed from the outside. The Paddock evacuator exhaust louver is visible clearly as a bright yellow feature on the wall. The views of the east wall north end indicate locations of the lights and where air flow hits the wall and structure connects to the wall. Low level glazing and the engine compartment of the pickup truck are clearly much warmer than the bulk of the wall.

Generally the wall is has only a few very cold areas which might translate to colder (below dew point) sections on the interior. The view of southern end of the east wall clearly shows the temperature difference between the dry side and natatorium side, the thermally bridging of the double door of the personnel door. At the upper edges of the natatorium the air hitting the interior wall, lights below are warmer spots. The close-up of the double door separates the thermographs of the exterior from those of the interior walls.

Interior Thermographs

The first interior thermograph is from the NW end of the lap pool looking SW to the exterior door and west end of the shared partition between the natatorium and the dry, exercise room. The exercise room is at 70°F and the area immediately around the natatorium personnel door is deep purple. The purple sections of the east wall are those areas where condensation would be more likely to occur if the temps there are below the air dew point. The thermographs are ordered to move clockwise around the interior to the north, along the west wall then the south wall. Again the darker hues from yellow to purple would indicate warmer to colder with darkest having the highest potential for occurrence of condensation due to the high natatorium dew points ranging from 62°F – 65°F.



PREVIOUS STUDIES & MITIGATION

LPA Study

After the facility was operating the complaints noted above were raised. The City contracted with LPA to review natatorium HVAC and pool water treatment. Counsilman–Hunsaker were sub consultants to LPA to review the water treatment. The current operation of the water treatment complies with the recommendations of water management and treatment. The LPA recommendations included modifying the air diffusers to increase the velocity and redirect locate the DF fans.

Paddock Chloramine Exhaust Enhancement implementation project.

Parks and Recreation staff learned of and researched the Paddock Evacuator system for chloramine removal implementation. Subsequently, The City contracted with LPA to develop the implementation of the Paddock system. The project increased the exhaust capacity for the natatorium and changed where that exhaust is captured. That project was planned as a two phase project. Phase one provided two Paddock evacuator bench intakes on the south end of the 6 lane competition pool and one evacuator intake unit below the slides at the north end near the recreational pool slide feature with round exhaust duct to the north high wall. The EF-Pool-1 fan exhausting the Paddock bench intakes on the south end was scheduled for 8000 cfm and performance tested by TAB at 7800 cfm. That exhaust which would be directed out through the PDU exhaust fan outlets repurposed as the PDU exhaust was deactivated.



Dry-Side Spaces

At least twice there was attempt made to seal the partitions separating the natatorium from the dry side. Refer to the photo below of the storefront partition between the fitness and natatorium. The most recent occurring in past 18 months. All the dry side door hardware has been replaced and the bar joist exposed structure has been re-painted after the corrosion was removed. While the odor of chlorine (chloramines) has been materially reduced the occupants of the dry side still sense the chemicals and mitigate that by opening the doors for hours. The south side personnel door (middle photo) was opened by those at the desk during the meetings (when the OAT was in mid 30s.



Smoke Air Flow Tracking.

Phillip Seay and Vic Garber stated there had been two (2) smoke tests to determine where the air was going and what it was doing. One outcome of the smoke test were that there were “dead spot” where there was very little air movement. Another result of the smoke test was the air flow down the wall from the air distribution system broke from the wall to a more horizontal path at approximately 12 feet above the pool and pool deck.

Paddock Study.

Phillip Seay noted the Paddock Evacuator Company had done subsequent reviews and perhaps a study following the installation of the Phase 1 of the Paddock evacuator installation. The author has not yet spoken with the point of contact at Paddock regarding their findings or recommendations.



January 17, 2019 Investigative Site Visit & Interview Meetings With City Staff.

Mark Zavicar provide an inventory of technical reports, and design documents. That information was reviewed to become familiar with the design intent, design features, controls, etc. prior to making the trip to Charlottesville. Upon arriving Mr. Zavicar had organized a number of interviews with City of Charlottesville management and directors and operations and maintenance staff.

A. *First Meeting.* The first interview was at the City offices with Brian Daly with the City since before the center was constructed, Paul Oberdorfer (with the city 2 years), and Mark Zavicar (with the City since May 2018)

1. Smith Aquatics opened in 2010 replacing a 1975 facility. It was designed in 2007-2008.
2. The design was to be cutting edge USGBC LEED and (was certified LEED Platinum.)
3. The construction manager was Barton Mallow with each discipline with separate contractor.
4. TLC's challenge is to define the scope of effort to once fix the facilities issues vs previous piece meal approach.
5. It is believed the PDUs don't have sufficient capacity, and in the warmest part of the cooling season the PDUs essentially shutdown.
6. The Ground Source Heat Pumps water is circulated to and from the same locations of the wells. The loops are open to the ground water ingesting sand and sediment into the loops. There are 30 filters that capture most of the sand and sediment. These wells have had at least two pumps fail dropping out of the piping into the wells.
7. The facility has had condensation issues on the west wall. De-stratification fans (DFs) were added to enhance the wall wash air and general air circulation: 2 at the south wall and 4 at the north wall.
8. The moisture barrier was re-sealed.
9. The "dry side air has led to corrosion on the bar joists which has recently been removed and repainted.
10. After some of the problems were experienced Mr. Daly was introduced to Paddock Evacuators at a Pool Management Association meeting. Paddock took him to Queens College in Charlotte and to another YMCA in Virginia. The YMCA had had such chloramine issues as to require the facility to close for periods of time.
11. Staff complaints of irritated eyes and throats noting most occurred when OAT was either very high, when hot and humid.
12. The water chemistry management and control is not outsourced but managed by permanent staff.
13. The pool water treatment systems are two independent loops. Each loop has a Neptune Benson synthetic DE filter unit, Siemens UVC Units, and Accu-TAB™ Calcium Chloride sanitization / chlorination.
14. There is approximately 212,000 gallons in the lap pool and 52,000 gallons in the family/recreational pool.. Makeup water comes from the Riana Water and Sewer Authority. Activated Charcoal filters had been removed from the GSHPs serving the dry side offices. Mr. Zavicar had resumed use of those after his arrival in May 2018.
15. The pools are maintain at temperatures as follows: and Recreational pool
 - a. Lap/Competition Pool: 80°F-81°F
 - b. Family/Recreational Pool: 83°F-84°F.
 - c. The space temperatures are in 82°F-84°F range at 50% RH.
16. Pools are open 7 days per week most of the year with 50K-75K visits per year.



17. Goals:
 - a. Solve the Issues!
 - b. Continuous improvement.
 - c. Issues must be rectified and fixes must be permanent.
 - d. Have <100 complaints per year
18. Facility had been used by local high school but that team moved to another facility given the air quality issues that were plaguing the facility.
19. The facility won an award in 2011 and is an aesthetically pleasing with tile wall intended to portraying a waterfall.

- B. **Second Meeting.** The second meeting was at the facility with the facilities management staff: Vic Garber, Deputy Director - Parks and Recreation, Gator Batton Operations Manager, Phillip Seay Aquatics Manager, Aquatics Maintenance Manager and Assistant Maintenance Managers were absent.
1. Philip started with the City of Charlottesville in December of 2013 with no background in HVAC or Aquatics.
 2. Philip started having headaches within 30 days (his office is one of two on upper level of the “dry-side” adjacent to the entrance lobby and reception desk.
 3. Chlorine smell was very strong when he started but not is rarely noticed as such.
 4. He received A.F.O. (Aquatic Facility Operations) training very soon after starting with the City.
 5. Complaints are being logged and tracked by “Gator” Batton. Life Guards were initially complaining of red irritated eyes, “heavy” air, breathing issues (prior to Phillip’s employment).
 6. There have been two (2) smoke tests to determine how air was moving in the pool. Those reveals the air was moving toward the back (north east) corner.
 7. There have been significant complaint volume from the slide tower. That has been shut down several times. Prior to Phillips starting the pool had been shut down for high chloramine levels even leading to guards experiencing nausea
 8. The de-stratification fans (DFs) were added.
 9. The pool chemistry in last several years been consistently been monitored consistently and was reported to be currently holding correct levels of chlorine 90%-95% of the time.
 10. Prior to Phillip’s employment humidity and corrosion issues persisted on the “dry” side. Corrosion was occurring on the copiers and metal surfaces rusting. All the door hardware has been recently replaced in the dry side spaces. Some rust is still visible on the vent openings of the stainless steel recessed electrical water cooler.
 11. The natatorium doors are often open for swim meets. Time to time all the doors have been opened to relieve the temperature and air quality issues. For a while the double doors were opened and filled with plywood with openings with two fans to blow air into the natatorium to dissipate the chloramines. The double fan door equipment was removed after the Paddock equipment was installed.
 12. The Paddock evacuators were designed to be installed in 2 phases but only the first phase has been implemented. That included the installation of EF-POOL exhaust fan (scheduled for 8,000 cfm) to draw air through the bench evacuator on the south side that was replacing the PDU exhaust fans that were deactivated.
 13. The Paddocks were installed initially in August of 2016 but there were still issues. The bench intake evacuator and a second evacuator (intake unit), ductwork and wall outlet (rated at 950 cfm) was installed at the north end to relieve the chloramine build up around the slide tower/ water flumes (north east) corner of the natatorium. Phillip estimated there was a 75% improvement in the conditions around the poll. Paddock did a second study in 2017.
 14. He commented that when staff members arrive early in the mornings beginning around 2015 began to complain, noting “the air was always “heavy” at the front door” but opening doors would resolve that heaviness within an hour or so. Open doors lead to temperature being too hot and humid (in summer) or too cold (in winter). Symptoms of the heavy air was stinging eyes.
 15. The mechanical equipment space on the second floor was “sealed” to stop migration of pool air to the dry side spaces twice and most recently was 18 months ago (in 2017) 3 months after the Paddock installation.
 16. Grilles were relocated in Linda’s office in conjunction with that.

17. Following a meeting in July of 2018 the charcoal filters were re-implemented in the GSHPs.
18. Additional portable filters were added to the upper level offices in August of 2018.
19. The issues with air quality do not appear to be correlated to humidity or temperature.
20. The water from the 5 ground wells is tremendously warm.
21. While Philip still has headaches he said they may be related to his previous stroke.
22. It is more infrequent now to get patron complaints now and those are of irritated eyes or respiratory tract.
23. Philip stated Paddock now says they put the evacuator on the wrong wall. (The staff member from Paddock Evacuator Company that made that statement is no longer with Paddock.) Paddock has come back and changed a pulley on EF-POOL to get more air flow. (There is a need to discuss the location of each Paddock unit in order to maximize their effectiveness.)
24. The building has experienced power issues related to the Paddock system fan. Paddock is operating at approximately 88% of capacity or of fan speed (the EF has a VFD to control the speed.) When the fan was set at 90% the breaker would trip which had been set to increase the natatorium negative pressure. They are not aware of who directed the higher fan speed but Paddock states the 88% is the correct operation setting but the unit speed is (approximately at 98%)
25. The Aquatics Manager is in the process of finalizing the operation protocols and documenting them.
26. He has requested City Maintenance to keep him aware of why they come and what they are doing to the system.
27. Gator is keeping an "Air Quality Issue" file.
28. Phillip stated the event mode was **implemented** when the occupants exceed 200 .Per the City Maintenance staff ...The PDU Event mode is being scheduled to be the control mode most of normal day hours. The system is operating 24/7/365 (except when the pool is being drained.)
29. They have increased the outside air to 100% open 3-4 time.
30. Linda (office off the entrance lobby) and Andrea (reception desk) noticed a "glue" smell recently AFTER the implementation of the carbon filters again.
31. Now most of the Life Guard complaints are in afternoon at the water features (slides) on the weekend days (Friday-Sunday) and occasionally in the center areas of the pool deck.
32. In early days, 2011-2012 some folks complained of feeling nauseous when it was very hot due to the wells system being offline.

- C. **Third Meeting.** The third interview was with the maintenance staff assigned to control and maintain the facility HVAC systems: Gerry Martin, HVAC Manager, and Kevin Childress (in charge of the buildings in this zone of the City.)
1. These men are in charge of the facility HVAC operations, control and maintenance.
 2. Kevin access the system via a laptop with a “Trent” front end graphic user interface to the Alerton Controls. Photos of screen shots were attached.
 3. At the time checked the water in to the well was 76.8°F and 76°F out with the “roof bleed water temperature at 88°F
 4. The well pumps are on VFDs as a function of system pressure.
 5. The well pumps were indicating 36.9, 42.6, 32.3, 46.0, and 46.5 gpm when checked.
 6. The water from the wells brings in sediment (sand) that is filtered in system with auto-strainer that removes sand by “spin down” filter with an Auto-flush feature.
 7. Maintenance issues experienced include
 - a. Well motors have failed frequently.
 - b. TXVs (thermostatic expansion valve) failures on the GSHPs
 - c. Compressor Failures
 8. The BAS interface indicated the lap pool temperature at 83°F and 87.9°F. These set points are as directed by Phillip the facility manager.
 9. Control input sensors are calibrated every 24 months, most recently in August of 2018.
 10. The set point for the GSHP operation on the first level was 78F, and 72 F on the upper level. The open stairway between the two levels is allowing the warm air from the first level rise via the stair way to the second level. The cooled air (from the GSHPs and the open side door) into the second/upper level is flowing down the stairway cooling down the entry to the locker rooms.
- D. **Pool Water Treatment.** The last exercise was for Gator and Philip to lead a review of the equipment and protocols of the pool water treatment system, operations and maintenance.
1. Gator walked through the operation of the water chemistry system in detail thoroughly identifying set point or operational targets and protocols for the following:
 - a. Targeted level of free chlorine levels of 2.5 ppm,
 - b. pH management to 7.1-7.8 alkaline with 7.4 as the primary pH control set point by CO2 injection to buffer the chlorination,
 - c. Siemens UVC units operation for additional sanitization and reduction of combined chlorine (or chloramines)
 - d. Operation of the Neptune Benson synthetic DE filters, filter maintenance and media replacement,
 - e. Pool temperature control and management of total dissolved
 - f. Sensors are checked and calibrated annually to every two years (maximum)

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CITY OF CHARLOTTESVILLE CITY COUNCIL AGENDA

Agenda Date:	March 18, 2019
Action Required:	Resolution
Presenter:	Alex Ikefuna, Director NDS
Staff Contacts:	Missy Creasy, Assistant Director NDS Sebastian Waisman, Asst. City Attorney
Title:	Acquisition of Parcels/Land Adjacent to 708 Page Street for the CDBG Priority Neighborhood 10th & Page Passive Park Project

Background:

The City of Charlottesville receives annual funding from the Community Development Block Grant (CDBG) Entitlement Program. Each year, City Council initiates a process to allocate CDBG funds to projects throughout the community. First, Council designates a priority neighborhood within the City to receive funding. A Priority Neighborhood Task Force is then established to identify eligible projects. The 10th and Page Neighborhood was the CDBG Priority Neighborhood for FY 14-15, FY 15-16, FY 16-17, and FY 17-18. In 2015, the 10th & Page Priority Neighborhood Task Force selected a project that would improve site conditions at the corner of 8th St Lane, 8th St NW and 7th St NW by creating a neighborhood park. After Council approved the allocation of funds, City Staff engaged the Priority Neighborhood Task Force and members of the greater 10th & Page Neighborhood to develop the project in further detail. The project team identified the need to acquire property owned by Norfolk Southern Railway adjacent to the site in order to build the park. The City and Norfolk Southern recently reached an agreement pursuant to which the City would acquire this parcel for \$60,800. The documentation needed to close on the transaction is nearly complete and Council approval is now required to proceed with the acquisition.

Discussion:

After the 10th & Page Priority Neighborhood Task Force expressed interest in improving conditions at the site, the Department of Parks and Recreation developed a proposal for a passive neighborhood park and presented it to the Grants Coordinator and the Task Force. The Task Force reviewed the proposal and agreed that a passive park would be sufficient to address its concerns regarding site conditions. The proposal also identified numerous constraints on development at the site, including storm water drainage issues, the presence of underground utilities, the presence of a box culvert carrying Schenk's Branch located beneath the site, the presence of an underground stream (a part of the City's storm water management system), anticipation of a major sewer replacement project in the future, and Norfolk Southern Railway's ownership of the adjacent parcels. After City staff determined that the proposal would be eligible for CDBG funding, staff began to gather feedback from the Task Force and from members of the neighborhood as to a project design that would both respond to community needs and adapt to the constraints at the site.

As described below, general guidance for site improvements was received from the community and staff from 2015 - 2018 to inform preliminary and final drawings for the site improvements. During 2018 and 2019, consultants were selected to draft preliminary plans and opportunities were made available for the community to provide feedback in response to these preliminary plans. Subsequently, the consultants met with City staff, including the Development Review Team, to combine the community's input with City requirements. As a result of this community engagement, staff consultation, and the site constraints, it was determined that acquisition of the railroad property would enhance the project and respond to community needs. Accordingly, City staff began negotiations with Norfolk Southern Railway to acquire property for the project. Norfolk Southern worked with the City in good faith to establish a reasonable price for the land and, since mid-2018, staff has been coordinating HUD, City, and Norfolk Southern requirements for acquisition transactions, including, among other steps, completion of an appraisal, submission of a legal plat, and title work.

Community Engagement:

Since 2015, City staff has been engaging the 10th & Page Priority Neighborhood Task Force in this process. In early 2015 meetings, the Task Force identified the need for CDBG funds to improve the project site due to issues related to blight (inadequate maintenance, trash, flooding, and an unsafe culvert). The Task Force met several times throughout the process as indicated below.

For all public community/neighborhood meetings and open house events, invitations were sent by mail to the entire 10th & Page Neighborhood, including Westhaven residents, along with several fact sheets regarding the proposed project.

- June 6, 2017 – Priority Neighborhood Task Force met to brainstorm ideas for improving the site and to discuss opportunities for community engagement.
- June 26 – August 31, 2017 – Staff issued a Neighborhood Survey (online) to request general ideas, opinions and observations related to the site.
- July 2017 – Staff met with City of Promise to provide information, gather input, and answer questions.
- July 2017 – Staff presented Task Force priority for improvements at the site at the CRHA Board Meeting.
- July 24, 2017 – Staff provided a brief presentation about Task Force priorities, which included information about the site conditions, and invited residents to the upcoming neighborhood meeting.
- July 26, 2017 – Staff (NDS, Parks & Recreation) and the 10th & Page Priority Neighborhood Task Force held a public neighborhood meeting to provide information for potential site improvements, discuss existing site conditions, and facilitate small group discussions regarding opportunities and ideas for the site. A durable yard sign was placed at the site to encourage residents to complete the survey and to invite residents to the meeting.
- August 5, 2017 – Staff participated at Westhaven Community Day to collect ideas and opportunities for the site. Staff conducted outreach through surveys and one on one discussions with residents about the site and site improvements. In general, all residents supported the idea of a park.
- October 4, 2017 – Staff presented information and collected initial feedback from Jefferson Area Board of Aging (JABA) regarding opportunities for senior citizens within the site.
- October 12, 2017 – Staff presented information and collected initial feedback from the Westhaven Health Coalition Meeting at Crescent Hall.
- October 24, 2017 – Staff met with PHAR to discuss the site and opportunities for involving and/or engaging residents in the project.

- October 2017 – Staff presented community feedback received to date with the 10th & Page Priority Neighborhood Task Force.
- November 2017 - Presented preliminary feedback with the Parks and Recreation Advisory Board at the Carver Recreation Center.
- December 2017 – Staff requested input from CRHA and PHAR with the drafting of the engineering consultant proposal (no input was received).
- January – May 2018 – Ongoing consultations with City Staff and other stakeholders include Parks and Recreation, the Police Department, City Attorney’s Office, and the Department of Public Utilities.
- May 17, 2018 – Staff held an open house at the Westhaven Community Center specifically for Westhaven Residents to view preliminary designs for proposed improvements, to vote on designs, provide feedback, provide new ideas and ask questions.
- May 2018 – Staff held a meeting with the Executive Director of CRHA to gain input on preliminary design.
- June 6, 2018 – Staff held an open house at Carver Recreation Center to learn about the proposed improvements, to view preliminary designs based upon community feedback to date, vote on designs, to provide feedback and ask questions.
- August 5, 2018 – Engineering consultant participated at Westhaven Community Day to collect input on the preliminary plan/design to inform final plans.
- Late Fall 2018 – Staff solicited comments/feedback from the Development Review Team to inform final plans for site plan submission. Once the site plan is submitted, the community will have an opportunity to comment on the final plans.

As a result of engagement, the community identified the following goals for the site: preserve open green space, create a multi-generational space, create a gateway or entrance into the neighborhood, create a community gathering space/social space (allow for movie screenings in the park), create a safe space that includes crime prevention design principles (improve lighting, increase sidewalk safety and provide fewer access points), tell the neighborhood history, provide signage and art, incorporate vegetation (trees, flowers, plants), and build low-maintenance and durable infrastructure. The community goals were then shared with the Development Review Team to create a final plan for site plan submission, which will occur in the future).

Alignment with City Council’s Vision and Strategic Plan:

Approval of this agenda item aligns directly with Council’s vision for Charlottesville to have a **Green City** and **Quality Housing Opportunities for All**. It contributes to variety of Strategic Plan Goals and Objectives including: Goal 2: A Healthy and Safe City and Goal 3: A Beautiful and Sustainable Natural and Built Environment.

Budgetary Impact:

There is no impact on the General Fund. Funds are currently appropriated for this project through CDBG. Grant funding is also appropriated for all aspects of park design and construction and it will enter Parks maintenance once completed.

Recommendation:

Staff recommends approval of the resolution.

Alternatives:

If the resolution is not approved, the property will not be acquired and the City will not be able to spend the remaining amount of funds left within the 10th & Page Priority Neighborhood allocations, which could place the City at risk of losing its CDBG funds due to failure to spend them on a timely basis. . Professional services, including appraisal services, engineering services, and title services,

have already been invested in the project. Non-approval of this item would waste CDBG resources that have already been invested in the project and would delay the CDBG spending schedule.

Attachments:

Resolution Approving Land Acquisition
Norfolk Southern Transaction Agreement
Property Plat

**RESOLUTION
APPROVING THE ACQUISITION OF LAND
ON 8th STREET LANE AND PAGE STREET
FOR PASSIVE PARK PROJECT**

WHEREAS, the Norfolk Southern Railway Company (the “Railroad”), the owner of land on Page Street and 8th Street Lane, identified on the attached review plat as Parcels A and B, hereinafter the “Property”, has indicated a willingness to convey the Property to the City of Charlottesville for creation of a passive park to serve the 10th and Page Street neighborhood; and

WHEREAS, the Railroad has agreed to convey to the City the Property for the purchase price of \$60,800.00; and

WHEREAS, funds are available for the purchase and development of these parcels through the Community Development Block Grant program; and

WHEREAS, the Department of Neighborhood Development Services seeks the endorsement of City Council to proceed with the purchase of the above-described land at a purchase price of \$60,800.00, with funding supplied through the CDBG Fund; and

WHEREAS, an Agreement for the conveyance of said land has been reviewed and approved by the City Attorney’s Office; now, therefore,

BE IT RESOLVED, by the Council of the City of Charlottesville that it hereby authorizes the purchase of the above-described Property on 8th Street Lane and Page Street for creation of a passive park to serve the 10th and Page Street neighborhood. The City Manager is hereby authorized to execute the above-referenced Agreement, and the Mayor is hereby authorized to sign a deed of conveyance, both in form approved by the City Attorney or his designee. The City Attorney’s Office shall take whatever actions are necessary to effect the acquisition of the above-described Property, pursuant to the terms and conditions set forth in the aforementioned Agreement.

November 5, 2018
Activity No.: 1265917

Dear Ms. Tierra Howard:

This letter refers to the interest of CITY OF CHARLOTTESVILLE (hereinafter referred to as "Offeror") in acquiring from NORFOLK SOUTHERN RAILWAY COMPANY (hereinafter referred to as "Railroad") a certain parcel of property located in CHARLOTTESVILLE, Charlottesville (city), Virginia (hereinafter referred to as "Premises").

The Railroad will consider an offer from Offeror to purchase the Premises, subject to the approval of its Management, based on the following:

- (1) The purchase price is SIXTY THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$60,800.00) for 0.17 acres, more or less, of land as shown on the attached drawing dated July 19, 2018 and marked as Exhibit A. The purchase price shall be tendered to the Railroad in cash or by cashier's or certified check at the time of closing.
- (2) Within sixty (60) days of the date of this offer, Offeror shall furnish the Railroad with two copies of a survey and legal description prepared by a land surveyor registered in the State of Virginia (unless such requirement is waived by the Railroad's Engineering Department). The survey shall be certified to the Railroad. The Offeror shall pay all costs associated with the same. (However, if the Railroad does not accept this offer, the Railroad agrees to reimburse the Offeror for their reasonable surveying costs upon receipt of an invoice reflecting said costs.) The survey and legal description shall be in a format acceptable for recording in the County or City where the Premises are located and subject to the approval of the Railroad. The Railroad may elect to use the survey in its preparation of the conveyance documents.
- (3) The conveyance shall be by Quitclaim Deed. If there are existing signboards or existing fiber optic lines, poles, pipes, wires, communications and signal facilities and facilities of like character used in the operation of a railroad located on the premises, the Quitclaim Deed shall include an exclusive reservation of easement by the Railroad (which for purposes of this paragraph, includes the Railroad's successors, assigns, licensees, and lessees) for the existing signboards and the existing fiber optic lines, poles, pipes, wires, communications and signal facilities and facilities of like character used in the operation of a railroad. The Quitclaim Deed shall also provide that the conveyance is subject to any and all other conditions, restrictions, reservations, easements, licenses, and leases, whether or not of record.

- (4) Offeror shall secure any title insurance commitment it may require and shall pay all costs associated with the same.
- (5) All property taxes, assessments and rentals shall be prorated between Offeror and Railroad as of the date of closing. Railroad shall be responsible for preparation of the deed and obtaining any necessary mortgage releases. All closing costs, including but not limited to transfer taxes, shall be the responsibility of the Offeror.
- (6) Offeror shall take possession of the Premises at closing.
- (7) Any and all required permits, licenses, approvals, zoning, subdivision compliance and financing shall be obtained by the Offeror at its sole effort and expense.
- (8) It is agreed that no real estate commissions are due or owed by Railroad with respect to this transaction. Offeror hereby agrees to hold harmless Railroad from and against any and all claims and liabilities for real estate or brokerage fees arising out of this transaction which are made by any broker or real estate agent claiming to have represented the Offeror.
- (9) The Premises will be sold "as is" and "where is" without any express or implied representation or warranty with respect to its habitability, condition or suitability for any purpose, including but not limited to, the condition of the soil, the presence of hazardous materials, substances, wastes or other environmentally regulated substances, whether known or unknown, and the presence of underground storage tanks and other physical characteristics. Offeror shall perform at its own expense and rely solely on its own independent investigation concerning the physical condition of the Premises (including but not limited to environmental assessments) and the Premises' compliance with any applicable law and regulation. If, as part of its independent investigation, Offeror desires to perform a Phase 2 environmental study or otherwise perform any intrusive sampling, it shall execute a separate Right of Entry Agreement with Railroad on a form to be provided by the Railroad. In the event that Offeror's investigation shall disclose the presence of any hazardous material, substances, wastes or other environmentally regulated substances or other physical characteristics at the site which render the Premises unusable, Offeror, at its option, shall either (a) furnish Railroad with a written statement of said characteristics affecting the suitability of the Premises for Offeror's purposes or which give rise to possible liability under federal, state or local environmental laws and regulations or (b) withdraw its offer and receive a refund of its earnest money deposit. If Offeror does not withdraw its offer, Railroad shall have thirty (30) days, after receipt of such

written statement, to remedy such conditions, but shall be under no obligation so to do or Railroad may terminate this offer letter and refund Offeror's earnest money deposit. If Railroad fails to remedy such conditions within the prescribed time and does not terminate this offer letter, then, at Offeror's option, evidenced by written notice to Railroad, Offeror may either (i) withdraw its offer and receive a refund of the earnest money deposit or (ii) waive any or all objections not cured by Railroad and proceed to close hereunder without diminution in price. If Offeror consummates the purchase, Offeror shall assume all responsibility for the environmental conditions of the Premises, including but not limited to, the presence of underground storage tanks, regardless of cause, and Offeror shall hold Railroad harmless from any and all liability arising out of such conditions. Further, Offeror shall be deemed to have waived any and all claims against the Railroad relative to such conditions, including but not limited to those arising under Sections 107 and 113 of CERCLA, other comparable federal or state laws or common law. In the event Offeror withdraws its offer to purchase as provided in this paragraph, Offeror shall promptly provide Railroad with copies of all reports, including but not limited to, environmental reports, secured in connection with its investigation of the Premises.

- (10) If this offer is accepted by the Railroad's Management, the terms and conditions contained herein shall ripen into a contract and said contract shall survive delivery of the deed and closing. Closing shall occur no later than thirty (30) days after receipt by Offeror of a copy of the deed to be used to convey the Premises to Offeror.
- (11) If this offer is accepted by the Railroad's Management and ripens into a contract, Offeror may not assign its interest in the contract without first obtaining the express written consent of the Railroad. Offeror understands that such consent may be withheld for any reason.
- (12) In the event this transaction or any part of it requires regulatory approval by any State Public Service Utility Commission or similar agency, Railroad shall proceed with said approval process, and the closing date shall be adjusted to within thirty (30) days after Railroad has received all appropriate regulatory approvals. If Railroad is unable to secure the approval within six (6) months of the date on which the request is submitted to the appropriate agency, this offer and contract shall terminate and Offeror shall receive a refund of any earnest money deposit.

Please be advised that the undersigned does not have the corporate authority to legally bind the Railroad in connection with this proposed transaction. Further, the recommendation of the undersigned may be approved, modified or rejected by Railroad's duly authorized management. Accordingly, your offer shall not, under any circumstances, be deemed accepted

until you have been advised in writing that the Railroad's Management has approved this transaction.

If you wish to submit an offer, please arrange for the appropriate acknowledgment in the space provided below and return one original counterpart of this letter to me, together with a check made payable to NORFOLK SOUTHERN RAILWAY COMPANY, in the amount of \$6,800.00, representing the earnest money deposit, within ten (10) days from the date hereof.

Sincerely,



Property Agent - Real Estate

OFFER

I offer to purchase the Premises on the basis outlined and described above. Enclosed is a check made payable to NORFOLK SOUTHERN RAILWAY COMPANY, in the amount of \$ _____ which constitutes the earnest money deposit. I understand that said money will be deposited by the Railroad and shall be (1) credited without interest to the purchase price at closing, or (2) refunded without interest should this offer not be accepted or this offer is withdrawn prior to its acceptance by Railroad, or (3) retained by the Railroad as liquidated damages should this offer be accepted and Offeror does not close within thirty (30) days after receiving a copy of the deed of conveyance to be used in this transaction.

This Offer is submitted to the Railroad, this _____ day of _____, _____.

Title:

Name to appear on Deed: _____

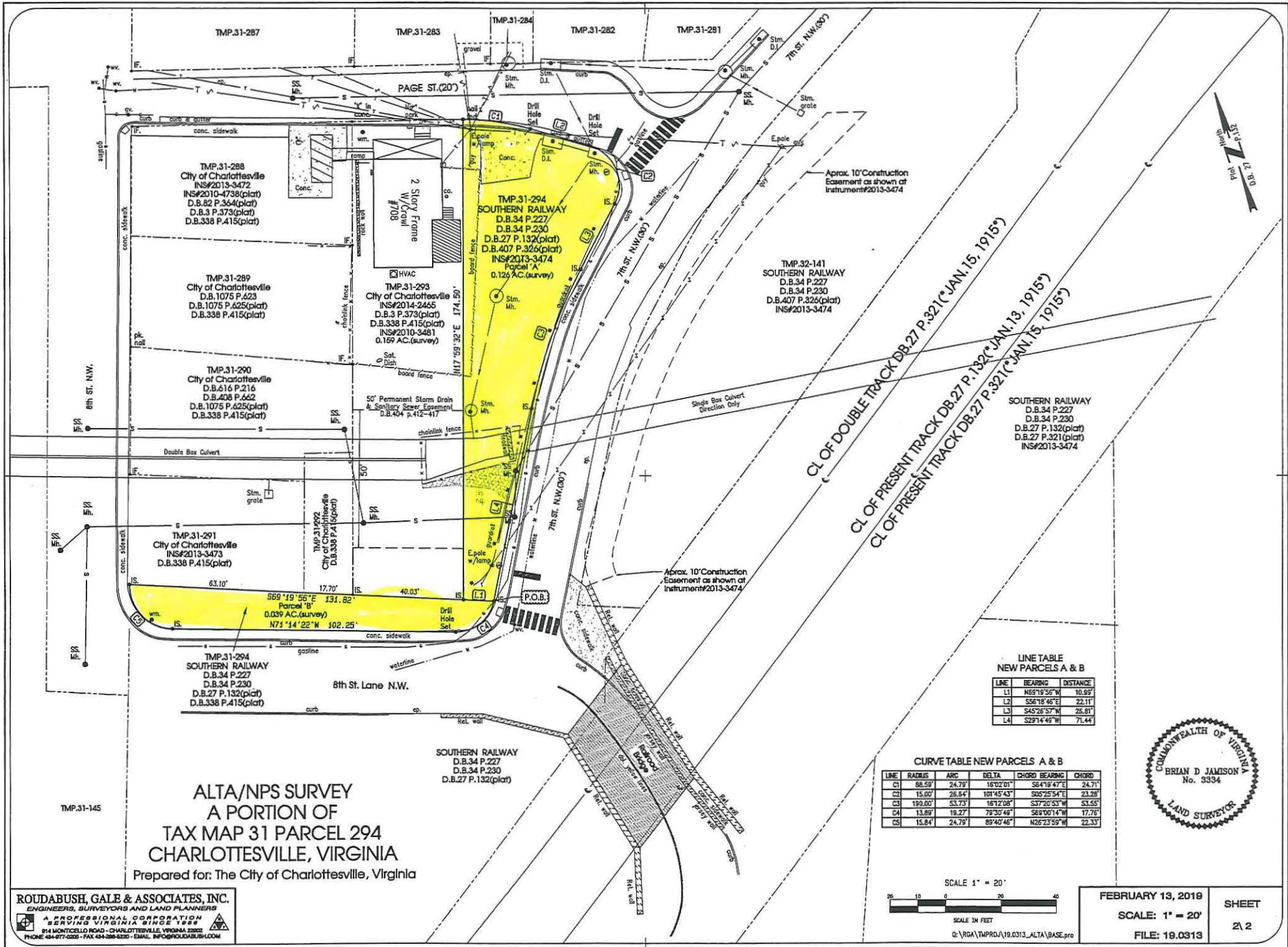
If corporation, company or partnership, state of formation and type of entity: _____

Tax Mailing Address: _____

NSOfferLetter (LumpSum)

10/07/08

JLM Monday, November 5, 2018 12:59:17\November 5, 2018\iManage #1683360v1



ALTA/NPS SURVEY
 A PORTION OF
 TAX MAP 31 PARCEL 294
 CHARLOTTESVILLE, VIRGINIA
 Prepared for: The City of Charlottesville, Virginia

ROUDABUSH, GALE & ASSOCIATES, INC.
 ENGINEERS, SURVEYORS AND LAND PLANNERS
 A PROFESSIONAL CORPORATION
 SERVING VIRGINIA SINCE 1988
 814 MONTICELLO ROAD - CHARLOTTESVILLE, VIRGINIA 22902
 PHONE 434-977-2200 - FAX 434-288-6230 - EMAIL: INFO@ROUDABUSH.COM

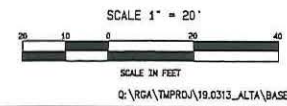
CL OF DOUBLE TRACK DB.27 P.321 (~JAN.15, 1915*)
 CL OF PRESENT TRACK DB.27 P.132 (~JAN.13, 1915*)
 CL OF PRESENT TRACK DB.27 P.321 (~JAN.15, 1915*)

LINE TABLE
NEW PARCELS A & B

LINE	BEARING	DISTANCE
L1	N65°19'55"W	10.59'
L2	S56°18'46"E	22.11'
L3	S45°26'57"W	26.81'
L4	S29°14'49"W	71.44'

CURVE TABLE NEW PARCELS A & B

LINE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	88.59'	24.79'	16°02'01"	S64°19'47"E	24.71'
C2	15.00'	26.64'	101°45'43"	S05°25'54"E	23.28'
C3	190.00'	53.73'	16°12'08"	S37°20'53"W	53.55'
C4	13.89'	19.27'	79°30'49"	S69°00'14"W	17.76'
C5	15.84'	24.75'	89°40'46"	N26°23'59"W	22.33'



FEBRUARY 13, 2019
 SCALE: 1" = 20'
 SHEET
 2 / 2
 FILE: 19.0313

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



Agenda Date:	March 18, 2019
Action Required:	Resolution
Presenter:	Alex Ikefuna, Director of Neighborhood Development Services
Staff Contacts:	Alex Ikefuna, Director of Neighborhood Development Services
Title:	Execution of Agreements between the Virginia Department of Transportation and City of Charlottesville – Programmatic Project Administration Agreement for Revenue Sharing Projects

Background:

Transportation projects that seek federal or state grant funding are identified and receive a Resolution of Support from City Council which is included in the grant application. Once funding has been awarded, the City of Charlottesville and Virginia Department of Transportation (VDOT) then enter into project or programmatic agreements allowing the City to locally administer these projects. These agreements reaffirm the City's commitment to follow all applicable state and federal requirements during project development as well as outline VDOT's responsibilities and oversight duties. One such agreement is the Programmatic Project Administration Agreement (PPAA) for Revenue Sharing projects within the City of Charlottesville that is funded solely with state revenue sharing funds.

Discussion:

The previously executed PPAA expires on June 30, 2019 and a new agreement must be executed to cover current projects under development as well as future projects. The new agreement would be in effect for a term of three fiscal years (FY2020, FY2021, FY 2022) and the PPAA expressly provides an option allowing the parties to extend the term for an additional three fiscal years (FY2023, FY2024, FY2025).

VDOT is requesting a resolution to confirm the localities commitment to provide the required local match as outlined in the grant application and the City's Resolution of Support. For this agreement, local match for Revenue Sharing projects are 50% with the state providing the remaining 50%. Other agreements would reflect their own local match/share requirements.

VDOT is also requesting confirmation of the City Manager's authority to execute such agreements.

Three resolutions are provided and being requested to be executed:

- 1) Resolution Affirming Commitment to Fund the Locality Share of Projects Under Agreement with the Virginia Department of Transportation and Provide Signature Authority
- 2) Resolution Approving Virginia's State-Wide Programmatic Project Administration

Agreement for Revenue Sharing Projects (PPAA) Through Fiscal Years FY2020, FY2021, and FY2022 for Projects within the City of Charlottesville

- 3) Resolution Approving an Addendum to Virginia's State-Wide Programmatic Project Administration Agreement for Revenue Sharing Projects (PPAA) to Extend the Term of the PPPA Through Fiscal Years FY2023, FY2024, and FY2025 for Projects within the City of Charlottesville

Alignment with City Council's Strategic Plan:

The agreement supports City Council's Vision Statements of America's Healthiest City and A Connected Community, and 2018-2020 Strategic Plan Goal 3: Beautiful Environment by supporting transportation projects that engage in robust and context sensitive urban planning and implementation (3.1); provide reliable and high quality infrastructure (3.2) and provide a variety of transportation and mobility options (3.3).

Community Engagement:

Each transportation project, including revenue sharing projects, are selected from community plans and priorities. Each project develops its own public participation process.

Budgetary Impact:

Locality funds are matched with state funds for qualifying projects. An annual allocation of funds for this program is designated by the Commonwealth Transportation Board for state funding. It is anticipated that at the time the application is submitted the locality has the funding to match its request if approved through the Capital Improvement Program.

Recommendation:

Staff recommends approval of the three resolutions to participate in the state funded PPAA program as well as confirm the City's commitment to providing local funding and City Manager's authority to execute agreements on behalf of the City.

Alternatives:

If this agreement is not continued the City of Charlottesville will need to provide 100% funding for those priority projects previously identified or future projects that may benefit from such a program.

Attachments:

- 1) 3 Resolutions
- 2) PPAA
- 3) Addendum

RESOLUTION
AFFIRMING COMMITMENT TO FUND THE LOCALITY SHARE OF PROJECTS
UNDER AGREEMENT WITH THE VIRGINIA DEPARTMENT OF TRANSPORTATION
AND PROVIDE SIGNATURE AUTHORITY

WHEREAS, the City of Charlottesville is a recipient of Virginia Department of Transportation funds under various grant programs for transportation-related projects; and

WHEREAS, the Virginia Department of Transportation requires each locality, by resolution, to provide assurance of its commitment to funding its local share; and

THEREFORE, IT IS HEREBY RESOLVED, by the City of Charlottesville hereby commits to fund its local share of preliminary engineering, right-of-way, and construction (as applicable) of the project(s) under agreement with the Virginia Department of Transportation in accordance with the project financial document(s); and

BE IT FURTHER RESOLVED, that the City and/or his designees is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

In witness whereof, the forgoing was adopted by City Council of Charlottesville, Virginia on (date).

(locality seal)

Kyna Thomas, City Clerk

**RESOLUTION
APPROVING VIRGINIA’S
STATE-WIDE PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT
FOR REVENUE SHARING PROJECTS (PPAA)
THROUGH FISCAL YEARS FY2020, FY2021, AND FY2022 FOR PROJECTS WITHIN
THE CITY OF CHARLOTTESVILLE**

WHEREAS, the Virginia Department of Transportation (VDOT) and the City of Charlottesville (City) need to entered into an agreement allowing the City to locally administer certain state-funded projects, said agreement being referred to as the state-wide Programmatic Project Administration Agreement for Revenue Sharing projects within the City of Charlottesville funded solely with revenue sharing funds (hereinafter, said agreement being referred to as the “PPAA”). The parties agreed that the PPAA would be and remain in effect for a term of three fiscal years (FY2020, FY2021, and FY2022), but the PPAA expressly provides an option allowing the parties to extend the term for an additional three fiscal years (through June 30, 2025); and,

WHEREAS, VDOT requests the City to enter into a written agreement (PPAA), and further requests the City of Charlottesville to provide assurance of its commitment to funding its local share for each PPAA Project for fiscal years FY2020, FY2021, FY2022 and to otherwise verify its commitment to meeting its financial obligations under the PPAA;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that said Council hereby approves the execution of the PPAA through the end of FY2022, and Council hereby commits to fund its local share of preliminary engineering, right-of-way and construction, as applicable, for the project(s) administered under agreement with the Virginia Department of Transportation, in accordance with the PPAA and applicable project financial document(s); and

BE IT FURTHER RESOLVED by Council that the Charlottesville City Manager is hereby authorized to execute the PPAA consistent with this Resolution on behalf of, and as the agent of, the Charlottesville City Council.

This resolution shall be effective upon passage.

READ AND ADOPTED: _____

TESTE: _____
Kyna Thomas, City Clerk

Approved as to Form:

Office of the City Attorney

**RESOLUTION
APPROVING AN ADDENDUM TO VIRGINIA'S
STATE-WIDE PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT
FOR REVENUE SHARING PROJECTS (PPAA)
TO EXTEND THE TERM OF THE PPAA THROUGH FISCAL YEARS FY2023,
FY2024, AND FY2025 FOR PROJECTS WITHIN THE CITY OF CHARLOTTESVILLE**

WHEREAS, the Virginia Department of Transportation (VDOT) and the City of Charlottesville (City) have entered into an agreement allowing the City to locally administer certain state-funded projects, said agreement being referred to as the state-wide Programmatic Project Administration Agreement for Revenue Sharing projects within the City of Charlottesville funded solely with revenue sharing funds (hereinafter, said agreement being referred to as the "PPAA"). The parties agreed that the PPAA would be and remain in effect for a term of three fiscal years (FY2020, FY2021, and FY2022), but the PPAA expressly provided an option allowing the parties to extend the term for an additional three fiscal years (through June 30, 2025); and,

WHEREAS, in order to extend their agreement for three additional fiscal years, in accordance with the PPAA, VDOT requests the City to enter into a written Addendum to the PPAA, and further requests the City of Charlottesville to provide assurance of its commitment to funding its local share for each PPAA Project for fiscal years FY2023, FY2024, FY2025 and to otherwise verify its commitment to meeting its financial obligations under the PPAA for an extended period of time;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that said Council hereby approves the extension of its obligations under the PPAA through the end of FY2025, and in connection with the extension Council hereby commits to fund its local share of preliminary engineering, right-of-way and construction, as applicable, for the project(s) administered under agreement with the Virginia Department of Transportation, in accordance with the PPAA and applicable project financial document(s); and

BE IT FURTHER RESOLVED by Council that the Charlottesville City Manager is hereby authorized to execute an Addendum to the PPAA consistent with this Resolution on behalf of, and as the agent of, the Charlottesville City Council.

This resolution shall be effective upon passage.

READ AND ADOPTED: _____

TESTE: _____
Kyna Thomas, City Clerk

Approved as to Form:

Office of the City Attorney

PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT

Revenue Sharing Projects

THIS AGREEMENT, made and executed in triplicate this _____ day of _____, 20_____, by and between the City of Charlottesville, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY may, in accordance with §33.2-357 of the *Code of Virginia* (1950), as amended (the *Code*), and the Commonwealth of Transportation Board (CTB) policy, submit application(s) for Revenue Sharing funding and may also administer projects approved for Revenue Sharing funding by the CTB; and

WHEREAS, Appendix A documents the funding allocated to each Project and shall be developed and included as an attachment to this agreement. Such attachment may be amended, revised or removed or an additional Appendix A may be added as additional projects or funding is approved by CTB and allocated to the LOCALITY to finance the Project(s) within the term of this Agreement without the need to execute an additional project administration agreement; and

WHEREAS, current and future projects approved for Revenue Sharing funding by the CTB within the term of this agreement and subject to the terms and conditions specified herein shall be identified on a list which will be included as an attachment to this agreement as Appendix B. Such attachment may be amended as additional projects are approved by the CTB and shall be signed by an authorized LOCALITY and VDOT official, without the need to execute an additional project administration agreement. If any active project with an existing agreement is incorporated herein, the original project agreement shall automatically terminate upon inclusion in this programmatic agreement of an updated Appendix A and an amended Appendix B to reflect that project; and

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase (s) of work for the respective Project(s) listed in the attachments in accordance with applicable federal, state and local laws and regulations and that the locality will certify compliance with those laws and regulations as prescribed by the Department.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. This agreement shall be effective for an initial period of THREE fiscal years (each year beginning July 1st – June 30th) and may be extended by an addendum signed by each party for one additional term of THREE fiscal years unless a change in policy or the *Code* necessitates a change in terms and conditions before the term of this agreement shall have passed. This Agreement shall NOT extend beyond SIX fiscal years. In the event that a new agreement becomes necessary during the life of this Agreement, Appendix A and Appendix B may be incorporated within the new approved agreement upon mutual agreement by both parties.

2. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase (s) of each Project shown on the Appendix B and on the respective Projects Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Receive individual prior written authorization from the DEPARTMENT to proceed with each project
 - c. Administer the Project(s) in accordance with guidelines applicable to state funded Locally Administered Projects as published by the DEPARTMENT.
 - d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the State Certification Form for State aid projects or in another manner as prescribed by the DEPARTMENT for each project included in Appendix B.
 - e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.
 - f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date Project summary and schedule tracking payment requests and adjustments
 - g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, the project becomes ineligible for state reimbursement, or in the event the reimbursed provisions of Section 33.2-348 or Section 33.2-331 of the *Code*, or other applicable provisions of state law or regulations require such reimbursement.
 - h. Pay the DEPARTMENT the LOCALITY's matching funds for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 3.a.
 - i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill these obligations may result in the forfeiture of state-aid reimbursements. DEPARTMENT and LOCALITY staffs will work together to cooperatively resolve any issues that are identified so as to avoid any forfeiture of state-aid funds.
 - j. If legal services other than those provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of

outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.

- k. For projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
3. The DEPARTMENT shall:
 - a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
 4. Appendix A identifies the specific funding sources for each Project under this Agreement, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties hereto in writing, which may require an amendment to this Agreement.
 5. If designated by the DEPARTMENT the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the *Code*.
 6. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project under this agreement is anticipated to exceed the allocation shown for such Project on the respective Appendix A, both parties to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
 7. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

8. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach of violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law
9. The Parties mutually agree that no provision of this Agreement shall create in the public or in any person or entity other than parties rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing to be bound by such Agreement.
10. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraph 2.f, 2.g, and 3.b, subject to the limitations established in this Agreement and Appendix A. Should the LOCALITY unilaterally cancel a project agreement, the LOCALITY shall reimburse the DEPARTMENT all state funds reimbursed and expended in support of the project, unless otherwise mutually agreed-upon prior to termination.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

The LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to any project, this agreement is no longer applicable to that project and the applicable Appendix A shall be removed from this Agreement and the Standard Project Administration Agreement for Federal-aid Projects executed for that project.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month and year first herein written.

CITY OF CHARLOTTESVILLE, VIRGINIA:

Typed or printed name of signatory

Title

Date

Signature of Witness

Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Date

Signature of Witness

Date

**PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT
(EXTENSION OF TERM)**

THIS ADDENDUM is made and executed in triplicate this ____ day of _____, 2019, by and between the City of Charlottesville Virginia, hereinafter referred to as the LOCALITY, and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY and the DEPARTMENT entered into a Programmatic Project Administration Agreement for Revenue Sharing Projects in March 2019 (“Agreement”), authorizing the LOCALITY to administer ; and

WHEREAS, said Agreement was effective for a Term of three fiscal years (beginning on July 1, 2019). The Initial Term will expire on June 30, 2022, but it may be extended for an Additional Term of three fiscal years, as provided in Paragraph 1 of said Agreement; and

WHEREAS, the parties to the agreement hereby desire to extend the term of said Agreement for an Additional Term of three fiscal years, beginning July 1, 2022, and it is their intention that this extension be effectuated without changing any of the other terms or conditions of the Agreement;

NOW THEREFORE, in consideration of the mutual premises contained therein and in this Addendum, the parties agree as follows:

The term of said Agreement is extended for one Additional Term of three fiscal years, beginning July 1, 2022 and expiring June 30, 2025. All other terms and conditions of the said Agreement shall be and remain in effect, unchanged, as set forth within said Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Addendum to be executed as of the day, month, and year first herein written. A certified copy of the Resolution authorizing the Charlottesville City Manager to execute this Addendum is attached.

CITY OF CHARLOTTESVILLE, VIRGINIA:

Michael Murphy

Charlottesville City Manager

Title

Date

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Date

Signature of Witness

Date

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



Agenda Date:	March 4, 2019
Action Required:	Adoption of Ordinance
Presenter:	Chief Andrew Baxter, Charlottesville Fire Department Battalion Chief Jay Davis, Fire Marshal, Charlottesville Fire Department
Staff Contacts:	Chief Andrew Baxter, Charlottesville Fire Department Battalion Chief Jay Davis, Fire Marshal, Charlottesville Fire Department
Title:	Adoption of the Charlottesville Fire Department Office of the Fire Marshal Fee Schedule

Background:

The adopted Virginia Statewide Fire Prevention Code (2015) (VSFPC) and Virginia Code Section 27-98 provide localities the authority to levy fees for the Local Fire Official's specific permitting and inspection activity. The City of Charlottesville has never elected to assess these fees. However, the increased pace and complexity of development in the City has strained the ability of the Charlottesville Fire Marshal's Office to effectively carry out these critical duties. The revenue generated from these permitting and inspection fees will partially offset expenditures associated with providing this essential public safety service.

Discussion:

The VSFPC requires the designated Local Fire Official to carry out facility inspections of certain occupancy types including hotels, licensed care facilities, and schools, among others. In addition, the VSFPC requires permits and/or inspections for a wide range of other fire and safety related activities including site plan reviews, fireworks permits, and tent inspections. The VSFPC includes a fee schedule for these activities.

The proposed ordinance will establish the Charlottesville Fire Department Office of the Fire Marshal Fee Schedule. The Revenue generated from the fire inspection and other related inspection and fire code enforcement and permitting activities will be utilized to offset expenses related to the VSFPC compliance and enforcement. The proposed fee schedule aligns directly with the current adopted fee schedule of the Albemarle County Fire Rescue Office of the Fire Marshal Fee Schedule.

Alignment with City Council’s Vision and Strategic Plan:

The Charlottesville Fire Department Office of the Fire Marshal Fee Schedule supports the City’s Strategic Plan Goal 2 – To Be a Healthy and Safe City - and Goal 3 – A Beautiful and Sustainable Natural and Built Environment.

Community Engagement:

The public will have the opportunity to provide feedback on the proposed ordinance during the Community Matters period of the City Council meeting.

Budgetary Impact:

Revenues from the Charlottesville Fire Department Office of the Fire Marshal Fee Schedule will partially offset expenses related to the provision of Community Risk Reduction services, specifically the application and enforcement of the VSFPC.

Recommendation:

Staff recommends implementation of the Charlottesville Fire Department Office of the Fire Marshal Fee Schedule.

Alternatives:

If the Charlottesville Fire Department Office of the Fire Marshal Fee Schedule is not adopted, the Fire Marshal’s Office will continue to provide these essential services without the ability to partially offset expenses.

Attachments:

Proposed Ordinance
Proposed Charlottesville Fire Department Office of the Fire Marshal Fee Schedule

ORDINANCE

WHEREAS, the City of Charlottesville (hereinafter “City”) adopted the Virginia Statewide Fire Prevention Code (hereinafter “VSFPC”) by enacting Charlottesville City Code §12-31; and

WHEREAS, Virginia Code §27-98 and Charlottesville City Code §12-31 authorize the City to levy fees to enforce the VSFPC.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE, that the Charlottesville City Council adopts the Charlottesville Fire Department Office of the Fire Marshall Fee Schedule attached to this Ordinance as Exhibit A.

CHARLOTTESVILLE FIRE MARSHAL PERMIT AND INSPECTION FEE SCHEDULE - Effective TBD

DESCRIPTION	PERMIT REQUIRED (YES OR NO)	PERMIT FEE	INSPECTION FEE
Dry Cleaning Plants			
An operational permit is required to engage in the business of dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment.	YES (Annual/Per Location)	\$200	See Inspection Fee Below
Explosives, Fireworks & Pyrotechnics			
An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosive, explosive materials, fireworks, pyrotechnic special effects, or pyrotechnic special effects material within the scope of Chapter 56. Exception: Storage in Group R-3 or R-5 occupancies of smokeless propellant, black powder and small arms primers for personal use, not for resale, and in accordance with the quantity limitations and conditions set forth in Section 5601.1, exception numbers four and twelve. VSFPC 2012	YES (Annual/Per Location)	\$200	See Inspection Fee Below
Exception: Storage in Group R-3 or R-5 occupancies of smokeless propellant, black powder and small arms primers for personal use, not for resale, and in accordance with the quantity limitations and conditions set forth in Section 5601.1, exception numbers four and twelve. VSFPC 2012	Fixed Facility: YES (Annual/Per Location)	\$200	See Inspection Fee Below
Note: Manufacture, storage, handling, sale of explosives, explosive materials and pyrotechnics requires annual permit and facility inspection with associated fees.	Site Storage: in addition to use (30 days)	\$200	See Inspection Fee Below
Use of explosives/blasting requires a use permit every 30 days with associated fees.	Use/Blasting: YES (Per Event - 30 days <u>maximum/location</u>)	\$500	NO
Fireworks and Pyrotechnic Special effects rule either wholesale (60 days retail or use/display per event-1 day).	Wholesale/Retail (fireworks): YES (60 days/location)	\$500	See Inspection Fee Below
	Display/Use (fireworks): YES (per event 1 day/location)	\$600	NO

CHARLOTTESVILLE FIRE MARSHAL PERMIT AND INSPECTION FEE SCHEDULE - Effective TBD

DESCRIPTION	PERMIT REQUIRED (YES OR NO)	PERMIT FEE	INSPECTION FEE																
Hazardous Materials - (Annual/Per Location)																			
<p>Compressed gas. An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed below. Exception: Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.</p> <p style="text-align: center;">PERMIT AMOUNTS FOR COMPRESSED GASES</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">TYPES OF GAS</th> <th style="text-align: center;">AMOUNT (cubic feet at NTP)</th> </tr> </thead> <tbody> <tr> <td>Corrosive</td> <td style="text-align: center;">200</td> </tr> <tr> <td>Flammable</td> <td style="text-align: center;">200</td> </tr> <tr> <td>Highly toxic</td> <td style="text-align: center;">Any Amount</td> </tr> <tr> <td>Inert and simple asphyxiant</td> <td style="text-align: center;">6,000</td> </tr> <tr> <td>Oxidizing (including oxygen)</td> <td style="text-align: center;">504</td> </tr> <tr> <td>Pyrophoric</td> <td style="text-align: center;">Any Amount</td> </tr> <tr> <td>Toxic</td> <td style="text-align: center;">Any Amount</td> </tr> </tbody> </table>	TYPES OF GAS	AMOUNT (cubic feet at NTP)	Corrosive	200	Flammable	200	Highly toxic	Any Amount	Inert and simple asphyxiant	6,000	Oxidizing (including oxygen)	504	Pyrophoric	Any Amount	Toxic	Any Amount	YES (Annual/Per location)	\$200	See Inspection Fee Below
TYPES OF GAS	AMOUNT (cubic feet at NTP)																		
Corrosive	200																		
Flammable	200																		
Highly toxic	Any Amount																		
Inert and simple asphyxiant	6,000																		
Oxidizing (including oxygen)	504																		
Pyrophoric	Any Amount																		
Toxic	Any Amount																		

Hot Work Operations - (Annual/Per Location)			
<p>An operational permit is required for hot work including but not limited to:</p> <ol style="list-style-type: none"> 1. Public exhibitions and demonstrations where hot work is conducted. 2. Use of portable hot work equipment inside a structure. Exception: Work that is conducted under a construction permit. 3. Fixed-site hot work equipment such as welding booths. 4. Hot work conducted within a hazardous fire area. 5. Application of roof coverings with the use of an open-flame device. 6. When approved, the fire official shall issue a permit to carry out a Hot Work Program. This program allows approved personnel to regulate their facility hot work operation. The approved personnel shall be trained in the fire safety aspects denoted in this chapter and shall be responsible for issuing permits requiring compliance with the requirements found in this chapter. These permits shall be issued only to their employees or hot work operations under their supervision. 	YES (Annual/Per location)	\$200	See Inspection Fee Below
	YES (Annual/Per location)	\$200	See Inspection Fee Below
	Other: Per Event/Location YES (30 Day/Location)	\$100	NO

CHARLOTTESVILLE FIRE MARSHAL PERMIT AND INSPECTION FEE SCHEDULE - Effective TBD

DESCRIPTION	PERMIT REQUIRED (YES OR NO)	PERMIT FEE	INSPECTION FEE				
Open Flames & Candles							
An operational permit is required to use open flames or candles in connection with, out door events, assembly areas, dining areas of restaurants or drinking establishments.	YES (Annual/Per Location)	\$200 (Annual if Sole Permit) \$100 (If Ancillary to another Permit)	See Special Use/Event Permit Fee Below				
Temporary Membrane Structures and Tents							
<p>An operational permit is required to operate an air-supported temporary membrane structure or a tent.</p> <p>EXCEPTIONS:</p> <ol style="list-style-type: none"> 1. Tents used exclusively for recreational camping purposes. 2. Tents and air-supported structures that cover an area of 900 square feet or less, including all connecting areas or spaces with a common means of egress or entrance and with an occupant load of 50 or less persons. <p>Note: (permit good for 30 days with a maximum of 5 renewals (total of 180 days within a 12 month period allowed before tent must come down))</p>	<p>YES (Per Event - Good for 30 Days)</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">\$100 IF Application received 30 days before event</td> </tr> <tr> <td style="padding: 2px;">\$150 IF Application received 15-29 days before event</td> </tr> <tr> <td style="padding: 2px;">\$200 IF Application received 8-15 days before event</td> </tr> <tr> <td style="padding: 2px;">\$300 IF Application received 7 days before event</td> </tr> </table>	\$100 IF Application received 30 days before event	\$150 IF Application received 15-29 days before event	\$200 IF Application received 8-15 days before event	\$300 IF Application received 7 days before event	NO
\$100 IF Application received 30 days before event							
\$150 IF Application received 15-29 days before event							
\$200 IF Application received 8-15 days before event							
\$300 IF Application received 7 days before event							

CHARLOTTESVILLE FIRE MARSHAL INSPECTION

FEE SCHEDULE - Effective TBD

PURPOSE	DESCRIPTION	FEE
Facility Inspection Fees (in any fixed facility requiring a permit in Table 107.2 of the Fire Prevention Code)	Annual Inspection	First hours NO Charge \$100/hr. thereafter
Required Fire Inspection for Social Service License (Ex: Daycare/Adult Care etc.)	1 - 8 persons 9 - 20 persons 21 - 50 persons 51 - 100 persons 101 - 150 persons 151 - 200 persons 201 or more persons	\$25 \$50 \$100 \$200 \$300 \$400 (\$500 + \$50 for every 100 person over 201)
Re-Inspection Fee	After initial inspection, if ALL violations are corrected NO Charge. If not, each re-inspection incurs a fee until an agreement on remediation is reached or ALL violations are corrected.	\$0 (Violations Corrected \$100 (Per Inspection)
City Charlottesville Fire Marshal Office Plan Review Fee	Site Plans Sprinkler Plans Review Site Plan Meeting at NDS - (NO Fee) Fire Protection Site Inspections Special Use/Event Permit All Other	\$100 (per Set of Plans) \$100 (per Set of Plans) \$0 \$100 (per Inspection) \$50 (per Application) \$75 (per Event)
Mobile Food Units	Annual Inspection	\$100
Request for Fire Code Variance/Modification and City Charlottesville Fire Code Board of Appeals Request.	Similar to the Zoning Variance and Appeals Process to offset Cost of the Fire Board of Appeals Operations	\$350 (Application Fee)

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

Agenda Date:	March 4, 2019
Action Required:	Ordinance Approval (Consent Agenda – 1st of 2 readings)
Staff Contacts:	Allyson Davies, Deputy City Attorney
Presenter:	John Blair, City Attorney
Title:	MCI Communications Services, Inc., Telecommunications Franchise Renewal

Background:

MCI Communications Services, Inc. (“MCI”) requested a renewal of its current franchise to maintain its existing fiber lines and equipment. MCI has had a franchise agreement with the City since 1991.

Discussion:

The proposed franchise ordinance contains substantially the same terms as the model Telecommunications Franchise ordinance developed by the City Attorney’s Office and used in other franchises granted by the City. The purpose of the franchise will not change. In accordance with the franchise terms, MCI Communications Services, Inc. is prepared to comply with the bonding and insurance requirements set forth in the agreement.

Budgetary Impact:

The proposed franchise has no anticipated budget impact. However, the franchise agreement reserves the right to impose a public right-of-way use fee as allowed by Virginia law through the passage of an ordinance providing for such fee. Previously, Council has declined to adopt such a fee.

Recommendation:

Approve the renewal of the franchise agreement.

Alternatives:

Council may decline to adopt the ordinance and decline to renew the franchise agreement with MCI Communications Services, Inc.

Attachments:

Request Letter
Proposed MCI Franchise Agreement Ordinance

Vince Gitch
Right-of-Way Specialist
Verizon Wireline Engineering



Mail Code: HQE02F56
600 Hidden Ridge
Irving, TX 75038
972-444-5905
vince.gitch@verizon.com

January 23, 2019

Allyson Davies
Deputy City Attorney
Office of the City Attorney
City of Charlottesville
PO Box 911
Charlottesville, VA 22902
(p) (434) 970-3131

Delivered via email to: daviesa@charlottesville.org

Subject: Renewal of Telecommunications Franchise for MCI Communications Services, Inc.

Dear Ms. Davies:

Verizon, through its wholly owned subsidiary MCI Communications Services, Inc., has agreed to enter into a renewal of the enclosed Telecommunications Franchise Agreement with the City of Charlottesville, Virginia. The Telecommunications Franchise Agreement will enable MCI Communications Services, Inc. to occupy City of Charlottesville Public Rights-of-Way for its existing fiber optic telecommunications network in accordance with the agreed upon terms and conditions specified in the Agreement.

Please contact me at 972-444-5905 or via email at vince.gitch@verizon.com concerning this matter.

Sincerely,

A handwritten signature in cursive script that reads "Vince Gitch".

Vince Gitch
Right-of-Way Specialist

MCI COMMUNICATIONS SERVICES, INC.
TELECOMMUNICATIONS FRANCHISE

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**AN ORDINANCE
GRANTING A TELECOMMUNICATIONS FRANCHISE TO
MCI COMMUNICATIONS SERVICES, INC., ITS SUCCESSORS AND ASSIGNS
TO USE THE STREETS AND OTHER PUBLIC PLACES
OF THE CITY OF CHARLOTTESVILLE, VIRGINIA
FOR ITS POLE, WIRES, CONDUITS, CABLES AND FIXTURES,
FOR A PERIOD OF FIVE (5) YEARS**

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that MCI Communications Services, Inc. (the “Company”), its successors and assigns, is hereby granted a telecommunications franchise for a period of five (5) years from the effective date hereof and is hereby authorized and empowered to erect, maintain and operate certain communications lines and associated equipment, including posts, poles, cables, wires and all other necessary overhead or underground apparatus and associated equipment on, over, along, in, under and through the streets, alleys, highways and other public places of the City of Charlottesville, Virginia (the “City”) as its business may from time to time require; provided that:

ARTICLE I

Section 101 Purpose And Scope

To provide for the health, safety and welfare of its citizens and to ensure the integrity of its roads and streets and the appropriate use of the Public Rights-of-Way, the City strives to keep the right-of-way under its jurisdiction in a state of good repair and free from unnecessary encumbrances.

Accordingly, the City hereby enacts this Ordinance relating to a telecommunications right-of-way franchise and administration. This Ordinance imposes regulation on the placement and maintenance of Facilities and equipment owned by the Company currently within the City’s Public Rights-of-Way or to be placed therein at some future time. The Ordinance is intended to complement, and not replace, the regulatory roles of both state and federal agencies. Under this Ordinance, when excavating and obstructing the Public Rights-of-Way, the Company will bear financial responsibility for their work to the extent provided herein. Finally, this Ordinance provides for recovery of the City’s reasonable out-of-pocket costs related to the Company’s use of the Public Rights-of-Way, subject to the terms and conditions herein.

Section 102 authority to manage the right of way

This Ordinance granting a telecommunications franchise is created to manage and regulate the Company’s use of the City’s Public Rights-of-Way along city roads pursuant to the authority granted to the City under Sections 15.2-2015, 56-460, and 56-462(A) of the Virginia Code and other applicable state and federal statutory, administrative and common law.

This Ordinance and any right, privilege or obligation of the City or Company hereunder, shall be interpreted consistently with state and federal statutory, administrative and common law, and such statutory, administrative or common law shall govern in the case of conflict. This Ordinance shall not be interpreted to limit the regulatory and police powers of the City to adopt and enforce other general ordinances necessary to protect the health, safety, and welfare of the public.

Section 103 Definitions

103.1 CITY means the City of Charlottesville, Virginia, a municipal corporation.

103.2 COMPANY means MCI Communications Services, Inc., including its subsidiaries, successors and assigns.

103.3 DIRECTOR means the Director of Public Works for the City of Charlottesville.

103.4 FACILITY means any tangible asset in the Public Rights-of-Way required to provide utility service, which includes but is not limited to; cable television, electric, natural gas, telecommunications, water, sanitary sewer and storm sewer services.

103.5 PATCH means a method of pavement replacement that is temporary in nature.

103.6 PAVEMENT means any type of improved surface that is within the Public Rights-of-Way including but not limited to any improved surface constructed with bricks, pavers, bituminous, concrete, aggregate, or gravel or some combination thereof.

103.7 PUBLIC RIGHTS-OF-WAY or PROW means the area on, below, or above a public roadway, highway, street, cartway, bicycle lane, and public sidewalk in which the City has an interest, including other dedicated rights-of-way for travel purposes and utility easements of the City, paved or otherwise. This definition does not include a state highway system regulated pursuant to the direction of the Commonwealth Transportation Board.

Article II

Section 201 Initial Installation

Upon the effective date of this Ordinance, the Company already has Facilities installed, and the location of major or significant installation of equipment, lines, cables or other Facilities by the Company is a mixture of overhead and underground in the Public Rights-of-Way as depicted in Exhibit A, attached hereto, and as may have been or may hereafter be modified, and incorporated by reference.

Section 202 Subsequent Installation

202.1 SUBSEQUENT INSTALLATION MADE PURSUANT TO AN APPROVED PROW PLAN:

Additional Facilities installed within the PROW may be placed overhead or underground pursuant to an approved request by the Company made pursuant to Article III, and in accordance with such generally applicable ordinances or regulations governing such installations that have been adopted by the City from time to time.

202.2 GENERAL PREFERENCE FOR UNDERGROUND FACILITIES: As a matter of policy, the City prefers that the installation of any Facility within the PROW occur underground.

Notwithstanding this preference, the City recognizes that in some circumstances the placement of Facilities underground may not be appropriate. Any substantial, additional installation of lines, cable, equipment, or other Facilities shall be underground unless it shall be determined by the Director, pursuant to Article III that it is not feasible to do so.

202.3 INSTALLATION OF OVERHEAD FACILITIES: Where a subsequent PROW plan is approved for overhead installation, the Company shall use its existing Facilities, or those of another utility where available. If the PROW plan calls for overhead installation and existing Facilities cannot accommodate the proposed installation, the Company will clearly indicate in the PROW plan its intended placement of new Facilities for the Director's review and consideration pursuant to Article III.

202.4 FUTURE ORDINANCES: Nothing herein shall be construed to limit the authority of the city to adopt an ordinance that will restrict the placement of overhead lines for all utilities using the PROW within a defined area of the City.

202.5 CONDITIONS FOR RELOCATING UNDERGROUND: The Company agrees that if, at some future time, the telephone and other utility lines on the posts, poles, and other overhead apparatus upon which the Company has placed some or all of its Facilities in the City's PROWs are relocated voluntarily and in the Company's sole discretion underground, the Company will also, at such time, relocate its Facilities on those posts, poles, and other overhead apparatus underground at its expense. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia, or other applicable law.

Section 203 Inspection by the City

The Company shall make the work-site available to the City and to all others as authorized by law for inspection at all reasonable times, during the execution of, and upon completion of, all work conducted pursuant to this Ordinance.

SECTION 204 AUTHORITY OF THE CITY TO ORDER CESSATION OF EXCAVATION

At the time of inspection, or any other time as necessary, the City may order the immediate cessation and correction of any work within the Public Rights-of-Way which poses a serious threat to the life, health, safety or travel upon the public roadways by the public.

Section 205 Location of Posts, Poles, Cables and Conduits

In general, all posts, poles, wires, cables and conduits which the Company places within the Public Rights-of-Way pursuant to this Ordinance shall in no way permanently obstruct or interfere with public travel or the ordinary use of, or the safety and convenience of persons traveling through, on, or over, the Public Rights-of-Way within the City of Charlottesville.

SECTION 206 OBSTRUCTION OF THE PROW

Generally, any obstruction of the PROW is limited to the manner clearly specified within an approved PROW plan.

206.1 REMOVAL OF OBSTRUCTIONS: Obstructions of the PROW not authorized by an approved PROW plan shall be promptly removed by the Company upon receipt of written notice from the City. The City's notice of the Obstruction will include a specified reasonable amount of time determined by the Director for the Company's removal of the obstruction, given the location of the obstruction and its potential for an adverse effect on the public's safety and the public's use of the PROW. If the Company has not removed its obstruction from the PROW within the time designated within the notice, the City, at its election, will make such removal and the Company shall pay to the City its reasonable costs within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within the thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the removal and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to administrative overhead, mobilization, material, labor, and equipment related to removing the obstruction.

206.2 NO OBSTRUCTION OF WATER: The Company shall not obstruct the PROW in a manner that interferes with the natural free and clear passage of water through the gutters, culverts, ditches tiles or other waterway.

206.3 PARKING, LOADING AND UNLOADING OF VEHICLES SHALL NOT OBSTRUCT THE PROW: Private vehicles of those doing work for the Company in the PROW must be parked in a manner that conforms to the City's applicable parking regulations. The loading or unloading of trucks must be done in a manner that will not obstruct normal traffic within the PROW, or jeopardize the safety of the public who use the PROW.

Article III

Section 301 Administration of the Public Rights of Way

The Director is the principal City official responsible for the administration of this Ordinance granting a telecommunications franchise to the Company and any of its PROW Plans. The Director may delegate any or all of the duties hereunder to an authorized representative.

Section 302 Submission of PROW Plan

At least thirty (30) days before beginning any installation, removal or relocation of underground or overhead Facilities, the Company shall submit detailed plans of the proposed action to the Director for his or her review and approval, which approval shall not unreasonably be withheld, conditioned, or delayed.

Section 303 Good Cause Exception

303.1 WAIVER: The Director, at his or her sole judgment, is authorized to waive the thirty (30) day requirement in Section 302 for good cause shown.

303.2 EMERGENCY WORK: The Company shall immediately notify the Director of any event regarding its facilities that it considers to be an emergency. The Company will proceed to take whatever actions are necessary to respond to the emergency, or as directed by the Director.

If the City becomes aware of an emergency regarding the Company's facilities, the City will attempt to contact the person whose facilities occasioned the emergency. The costs associated with the City's response shall be borne by the person whose facilities occasioned the emergency.

Section 304 Decision on PROW Plan by the Director

304.1 DECISION: The Director, or his or her authorized representative, shall, within thirty (30) days, either approve the Company's plans for proposed action as described in Section 302 or inform the Company of the reasons for disapproval. The Company shall designate a responsible contact person with whom officials of the Department of Public Works can communicate on all matters relating to equipment installation and maintenance.

304.2 APPEAL: Upon written request within thirty (30) days of the Director’s decision, the Company may have the denial of a PROW Plan reviewed by the City Manager. The City Manager will schedule its review of the Director’s decision within forty-five (45) days of receipt of such a request. A decision by the City Manager will be in writing and supported by written findings establishing the reasonableness of its decision.

Section 305 Mapping Data

Upon completion of each project within the Public Rights-of-Way pursuant to this Ordinance, the Company shall provide to the City such information necessary to maintain its records, including but not limited to:

- (a) location and elevation of the mains, cables, conduits, switches, and related equipment and other Facilities owned by the Company located in the PROW, with the location based on (i) offsets from property lines, distances from the centerline of the Public Rights-of-Way, and curb lines; (ii) coordinates derived from the coordinate system being used by the City; or (iii) any other system agreed upon by the Company and the City;
- (b) the outer dimensions of such Facilities; and
- (c) a description of above ground appurtenances.

Article IV

Section 401 Compliance with all Law and Regulations

Obtaining this telecommunications franchise shall in no way relieve the Company of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any applicable state or federal rule, law or regulation. The Company shall comply with and fulfill all generally applicable laws and regulations, including ordinances, regulations and requirements of the City, regarding excavations and any other work in or affecting the Public Rights-of-Way. The Company shall perform all work in conformance with all applicable codes and established rules and regulations, and it is responsible for all work conducted by the Company, another entity or person acting on its behalf pursuant to this Ordinance in the Public Rights-of-Way.

Article V

Section 501 Relocation of Company Facilities within the Public Rights-of Way

Upon written notice from the Director of a planned and authorized improvement or alteration of City sidewalks, streets or other property for the purpose of enabling improved utility services, public works services or roadway enlargement, or of a proposed relocation of any City-owned utilities that necessitate relocation of some or all of the Facilities owned by the Company and

lines to accommodate same, the Company shall relocate at its own expense any such Facilities within one hundred eighty (180) days of receipt of the notice. At Company's request, the city may consent to a longer period, such consent not to be unreasonably or discriminatorily withheld, conditioned or delayed. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia, or other applicable law.

Section 502 Rights-of Way Patching and Restoration

502.1 RESTORATION STANDARD: Where the Company disturbs or damages the Public Rights-of-Way, the Director shall have the authority to determine the manner and extent of the restoration of the Public Rights-of-Way, and may do so in written procedures of general application to all utilities or other parties who disturb the PROW. In exercising this authority, the Director will consult with any state or federal standards for rights-of-way restoration and shall be further guided by the following considerations:

- (a) the number, size, depth and duration of the excavations, disruptions or damage to the Public Rights-of-Way;
- (b) the traffic volume carried by the Public Rights-of-Way; the character of the neighborhood surrounding the right-of-way;
- (c) the pre-excavation condition of the Public Rights-of-Way and its remaining life expectancy;
- (d) the relative cost of the method of restoration to the Company balanced against the prevention of an accelerated deterioration of the right-of-way resulting from the excavation, disturbance or damage to the Public Rights-of-Way; and
- (e) the likelihood that the particular method of restoration would be effective in slowing the depreciation of the Public Rights-of-Way that would otherwise take place.

502.2 TEMPORARY SURFACING: The Company shall perform temporary surfacing, patching and restoration including, backfill, compaction, and landscaping according to industry standards which may be reasonably determined by, and with the materials determined to be industry standard by, the Director.

502.3 TIMING: After any excavation by the Company pursuant to this Ordinance, the patching and restoration of the Public Rights-of-Way must be completed promptly and in a manner determined by the Director as set forth above.

502.4 GUARANTEES: The Company guarantees its restoration work shall meet industry standards and that such restoration work shall be of a standard free of any defects for at least 24 months following such restoration including sufficient restoration of plantings and turf such that these plantings shall be viable for a period of at least 12 months. Restoration work shall be completed after receipt of notice from the Director, within a reasonably prompt period, with consideration given for days during which work cannot be done because of circumstances constituting force majeure. Notwithstanding the foregoing, the Company's guarantees set forth hereunder concerning restoration and maintenance, shall not apply to the extent another company, franchisee, licensee, permittee, other entity or person, or the City disturbs or damages the same area, or a portion thereof, of the Public Right of Way.

502.5 DUTY TO CORRECT DEFECTS: The Company shall correct defects in patching, or restoration performed by it or its agents. Upon notification from the City, the Company shall correct all restoration work to the extent necessary and to a standard approved by the Director. Such work shall be completed after receipt of the notice from the Director within a reasonably prompt period, with consideration given for days during which work cannot be done because of circumstances constituting force majeure.

502.6 FAILURE TO RESTORE: If the Company fails to restore the Public Rights-of-Way in the manner and to the condition required by the Director pursuant to Section 502.5, or fails to satisfactorily and timely complete all restoration required by the Director pursuant to the foregoing, the City shall notify the Company in writing of the specific alleged failure or failures and shall allow the Company at least ten (10) days from receipt of the notice to cure the failure or failures, or to respond with a plan to cure. In the event that the Company fails to cure, or fails to respond to the City's notice as provided above, the City may, at its election, perform the necessary work and the Company shall pay to the City its reasonable costs for such restoration within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within the thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the restoration and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to, administrative overhead, mobilization, material, labor, and equipment related to such restoration.

502.7 DAMAGE TO OTHER FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY: The Company shall be responsible for the cost of repairing any Facilities existing within the Public Rights-of-Way that it or the Facilities owned by the Company damage. If the Company damages the City's Facilities within the Public Rights-of-Way, such as, but not limited to, culverts, road surfaces, curbs and gutters, or tile lines, the Company shall correct the damage within a prompt period after receiving written notification from the City. If the Company does not correct the City's damaged Facilities pursuant to the foregoing, the City may make such repairs as necessary and charge all of the reasonable, actual and documented costs of such repairs within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City

within such thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the restoration and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to, administrative overhead, mobilization, material, labor, and equipment related to such repair.

502.8 DIRECTOR'S STANDARD: All determinations to be made by the Director with respect to the manner and extent of restoration, patching, repairing and similar activities under the franchise granted by this Ordinance, shall be reasonable and shall not be unreasonably conditioned, withheld, or delayed. The Company may request additional time to complete restoration, patching, repair, or other similar work as required under the franchise granted by this Ordinance, and the Director shall not unreasonably withhold, condition, or delay consent to such requests.

Article VI

Section 601 Indemnification and Liability

601.1 SCOPE OF INDEMNIFICATION: Subject to the following, the Company agrees and binds itself to indemnify, keep and hold the City, Council Members, officials and its employees free and harmless from liability on account of injury or damage to persons, firms or corporations or property growing out of or directly or indirectly resulting from:

- (a) the Company's use of the streets, alleys, highways, sidewalks, rights-of-way and other public places of the City pursuant to the franchise granted by this Ordinance;
- (b) the acquisition, erection, installation, maintenance, repair, operation and use of any poles, wires, cables, conduits, lines, manholes, facilities and equipment by the Company, its authorized agents, subagents, employees, contractors or subcontractors; or
- (c) the exercise of any right granted by or under the franchise granted by this Ordinance or the failure, refusal or neglect of the Company to perform any duty imposed upon or assumed by the Company by or under the franchise granted by this Ordinance.

601.2 DUTY TO INDEMNIFY, DEFEND AND HOLD HARMLESS: If a suit arising out of subsection (a), (b), (c) of Section 601.1, claiming such injury, death, or damage shall be brought or threatened against the City, either independently or jointly with the Company, the Company will defend, indemnify and hold the City harmless in any such suit, at the cost of the Company, provided that the City promptly provides written notice of the commencement or threatened commencement of the action or proceeding involving a claim in respect of which the City will seek indemnification hereunder, and provided the suit or claim is not based upon the negligence of the City. The Company shall be entitled to have sole control over the defense through counsel of its own choosing and over

settlement of such claim provided that the Company must obtain the prior written approval of City of any settlement of such claims against the City, which approval shall not be unreasonably withheld, conditioned or delayed more than thirty (30) days. If, in such a suit, a final judgment is obtained against the City, either independently or jointly with the Company, the Company will pay the judgment, including all reasonable costs, and will hold the City harmless therefrom.

Section 602 Waiver by the City

The City waives the applicability of these indemnification provisions in their entirety if it:

- (a) elects to conduct its own defense against such claim;
- (b) fails to give prompt notice to the Company of any such claim such that the Company's ability to defend against such claim is compromised;
- (c) denies approval of a settlement of such claim for which the Company seeks approval; or
- (d) fails to approve or deny a settlement of such claim within thirty (30) days of the Company seeking approval.

Section 603 Insurance

603.1 The Company shall also maintain in force commercial general liability insurance in a form reasonably satisfactory to the City Attorney, which must provide:

- (a) evidence that an insurance policy has been issued to the Company by an insurance company licensed, permitted or authorized to do business in the State of Virginia;
- (b) evidence that the Company is insured against claims for bodily injury, including death and property damage arising out of (i) the use and occupancy of the Public Rights-of-Way by the Company and its employees including products/completed operations, and damage of underground Facilities and collapse of property;
- (c) verification that the policy has a combined single limit coverage of two million dollars (\$2,000,000) per occurrence for bodily injury and property damage and two million dollars (\$2,000,000) general aggregate.

The policy shall include the City as an additional insured party as their interest may appear under this Agreement, and the Company shall provide the City Attorney with a certificate of such coverage upon execution of this franchise.

The Company shall provide the City with thirty (30) days prior written notice of cancellation of any required coverage.

603.2 The Company shall also require similar indemnification and insurance coverage from any contractor working on its behalf in the public right-of-way.

Section 604 Negligence and Intentional Acts

Nothing herein contained shall be construed to render the Company liable for or obligated to indemnify, defend and hold harmless the City, its agents, or employees, for the negligence or intentional acts of the City, its Council members, its agents or employees, or a permittee of the City.

Article VII

SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND

Prior to the Effective Date of this Ordinance, the Company has deposited with the City a Performance Bond made payable to the city in the amount of twenty-five thousand dollars (\$25,000). The bond shall be written by a corporate surety acceptable to the City and authorized to do business in the Commonwealth of Virginia. The Performance Bond shall be maintained at this amount through the term of this franchise.

SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND

At any time during the Term, the City may, acting reasonably, require or permit the Company to change the amount of the Performance Bond if the City finds that new risk or other factors exist that reasonably necessitate or justify a change in the amount of the Performance Bond. Such new factors may include, but not be limited to, such matters as:

- (a) material changes in the net worth of the Company;
- (b) changes in the identity of the Company that would require the prior written consent of the City;

- (c) material changes in the amount and location of Facilities owned by the Company;
- (d) the Company's recent record of compliance with the terms and conditions of this Ordinance; and
- (e) material changes in the amount and nature of construction or other activities to be performed by the Company pursuant to this Ordinance.

SECTION 703 PURPOSE OF PERFORMANCE BOND

The Performance Bond shall serve as security for:

- (a) the faithful performance by the Company of all terms, conditions and obligations of this Ordinance;
- (b) any expenditure, damage or loss incurred by the City occasioned by the Company's failure to comply with all rules, regulations, orders, permits and other directives of the City issued pursuant to this Ordinance;
- (c) payment of compensation required by this Ordinance;
- (d) the payment of premiums for the liability insurance required pursuant to this Ordinance ;
- (e) the removal of Facilities owned by the Company from the Streets at the termination of the Ordinance, at the election of the City, pursuant to this Ordinance;
- (f) any loss or damage to the Streets or any property of the City during the installation, operation, upgrade, repair or removal of Facilities by the Company;
- (g) the payment of any other amounts that become due to the City pursuant to this Ordinance or law;
- (h) the timely renewal of any letter of credit that constitutes the Performance Bond; and
- (i) any other costs, loss or damage incurred by the City as a result of the Company's failure to perform its obligations pursuant to this Ordinance.

Section 704 Fees or Penalties for Violations of the Ordinance

704.1 FEE OR PENALTY: The Company shall be subject to a fee or a penalty for violation of this Ordinance as provided for in applicable law.

704.2 APPEAL: The Company may, upon written request within thirty (30) days of the City's decision to assess a fee or penalty and for reasons of good cause, ask the City to reconsider its imposition of a fee or penalty pursuant to this Ordinance unless another period is provided for in applicable law. The City shall schedule its review of such request to be held within forty-five (45) days of receipt of such request from the Company. The City's decision on the Company's appeal shall be in writing and supported by written findings establishing the reasonableness of the City's decision. During the pendency of the appeal before the City or any subsequent appeal thereafter, the Company shall place any such fee or penalty in an interest-bearing escrow account. Nothing herein shall limit the Company's right to challenge such assessment or the City's decision on appeal, in a court of competent jurisdiction.

Article VIII

SECTION 801 COMPENSATION/PROW USE FEE.

The City reserves the right to impose at any time on the Company consistent with Section 253(c) of the Communications Act of 1934, as amended:

- (a) a PROW Use Fee in accordance with Section 56-468.1(G) of the Code of Virginia as authorized, and/or
- (b) any other fee or payment that the City may lawfully impose for the occupation and use of the Streets.

The Company shall be obligated to remit the PROW Use Fee and any other lawful fee enacted by the City, so long as the City provides the Company and all other affected certificated providers of local exchange telephone service appropriate notice of the PROW Use Fee as required by Section 56-468.1(G) of the Code of Virginia. If the PROW Use Fee is eliminated, discontinued, preempted or otherwise is declared or becomes invalid, the Company and the City shall negotiate in good faith to determine fair and reasonable compensation to the City for use of the Streets by the Company for Telecommunications.

SECTION 802 RESERVED

SECTION 803 NO CREDITS OR DEDUCTIONS

The compensation and other payments to be made pursuant to Article VIII: (a) shall not be deemed to be in the nature of a tax, and (b) except as may be otherwise provided by Section 56-468.1 of the Code of Virginia, shall be in addition to any and all taxes or other fees or charges

that the Company shall be required to pay to the City or to any state or federal agency or authority, all of which shall be separate and distinct obligations of the Company.

SECTION 804 REMITTANCE OF COMPENSATION/LATE PAYMENTS, INTEREST ON LATE PAYMENTS

(1) If any payment required by this Ordinance is not actually received by the City on or before the applicable date fixed in this Ordinance, or (2), in the event the City adopts an ordinance imposing a PROW Use Fee, if such Fee has been received by the Company from its customers, and has not been actually received by the City on or before the applicable date fixed in this Ordinance or thirty (30) days after receipt of the PROW Use Fee from its customers, whichever is later, then the Company shall pay interest thereon, to the extent permitted by law, from the due date to the date paid at a rate equal to the rate of interest then charged by the City for late payments of real estate taxes.

Article IX

Section 901 Reservation of All Rights and Powers

The City reserves the right by ordinance or resolution to establish any reasonable regulations for the convenience, safety, health and protection of its inhabitants under its police powers, consistent with state and federal law. The rights herein granted are subject to the exercise of such police powers as the same now are or may hereafter be conferred upon the City. Without limitation as to the generality of the foregoing the City reserves the full scope of its power, if any and only to the extent existing under current law, to require by ordinance substitution of underground service for overhead service, or the transfer of overhead service from the front to the rear of property whenever reasonable in all areas in the City and with such contributions or at such rates as may be allowed by law.

Notwithstanding anything herein to the contrary, nothing herein shall be construed to extend, limit or otherwise modify the authority of the City preserved under Sections 253 (b) and (c) of the Communications Act of 1934, as amended. Nothing herein shall be construed to limit, modify, abridge or extend the rights of the Company under the Communications Act of 1934, as amended.

Also, nothing in this Ordinance or agreement is intended to alter, amend, modify or expand the taxes or fees that may be lawfully assessed on Company pursuant to existing statutes, regulations or ordinances. And nothing in this Ordinance or agreement is intended to waive or eliminate any right Company may have pursuant to statute, regulation, case law or contract for reimbursement of costs concerning relocation of facilities, or concerning public grants or funding.

Section 902 Severability

If any portion of this Ordinance is for any reason held to be invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Article X

Section 1001 Maintenance Obligation

The Company will maintain the poles, wires, cable, conduits, lines, manholes, equipment and other Facilities it owns within the City's PROW in good order and operating condition throughout the term of the franchise granted by this Ordinance.

Section 1002 Tree Trimming

Should the Company install any overhead lines, it shall have the authority to trim trees upon or overhanging the streets, alleys, walkways or Public Rights-of-Way to prevent the branches of such trees from interfering with its lines or other Facilities. However, all such trimmings shall be performed in a safe and orderly manner under the general direction of the Director of Public Works or his or her designee and in compliance with the pruning standards of the National Arborists Association as currently in effect.

Article XI

Section 1101 Initial Term of Telecommunications Franchise

The term of the franchise granted by this Ordinance shall be for a period of five (5) years from the effective date of this Ordinance.

Section 1102 Application for New Telecommunications Franchise

If the Company wishes to maintain its equipment within the City and to continue the operation of the system beyond the term of the franchise granted by this Ordinance, it shall give written notice to the City at least one hundred twenty (120) days before expiration of the franchise granted by this Ordinance, stating that it wishes to apply for a new franchise. Such application shall include a report of the location of the Facilities owned by the Company within the City's PROW, and a statement as to whether the Company has complied with the provisions of this Ordinance.

Section 1103 Operation of Facilities Owned by the Company While Renewal is Pending

Upon a timely request by the Company prior to the expiration of its initial franchise, the Company shall be permitted to continue operations of the Facilities owned by the Company within the City under the terms of the franchise granted by this Ordinance until the City acts. Nothing herein shall be construed to grant the Company a perpetual franchise interest.

Article XII

Section 1201 Notice

All notices, except for in cases of emergencies, required pursuant to the franchise granted by this Ordinance shall be in writing and shall be mailed or delivered to the following address:

To the Company:

MCI Communications Services, Inc.
Attn: General Counsel
One Verizon Way
Basking Ridge, NJ 07920

To the City:

City of Charlottesville
Attn: City Manager
605 East Main Street
Charlottesville, VA 22902

Copy To

Mike Yancey
Verizon – Network Engineering
1146 5th Street
Charlottesville, VA 22902

Copy to: City of Charlottesville

Attn: City Attorney
605 East Main Street
Charlottesville, VA 22902

All correspondence shall be by registered mail, certified mail or overnight carrier with return receipt requested; and shall be deemed delivered when received or refused by the addressee. Each Party may change its address above by like notice.

Section 1202 Emergency Notification

Notices required pursuant to Section 303.2 shall be made orally and by facsimile to the following:

To the Company:

Emergency contact for
afterhours/weekends/holidays:

Verizon Network Management Center
800-873-7866; Option #1 then Option #2

Senior Manager for Mid-Atlantic:
Mike Yancey
Cell: (571) 436-3530
Email: m.yancey1@verizon.com

To the City:

Gas Dispatchers
(434) 970-3800 (office)
Emergency (434)293-9164 (leaks)
(434) 970-3817 (facsimile)

Paul Oberdorfer, Director of Public Works
(434) 970-3301 (office)
(434) 970-3817 (facsimile)

Section 1203 Registration of Data

The Company, including any subleasee or assigns, must keep on record with the City the following information:

- (a) Name, address and e-mail address if applicable, and telephone and facsimile numbers;
- (b) Name, address and e-mail address if applicable, and telephone and facsimile numbers of a local representative that is available for consultation at all times. This information must include how to contact the local representative in an emergency; and
- (c) A certificate of insurance as required under Article VI, Section 603 of this telecommunications franchise, and upon prior request a copy of the insurance policy.

The Company shall update all of the above information with the City within fifteen (15) days following its knowledge of any change.

Article XIII

Section 1301 Termination of Telecommunications Franchise

The franchise granted by this Ordinance may be terminated:

- (a) by the Company, at its election and without cause, by written notice to the City at least sixty (60) days prior to the effective date of such termination; or

- (b) by either the Company or the City, after thirty (30) days written notice to the other party of the occurrence or existence of a default of the franchise granted by this Ordinance, if the defaulting party fails to cure or commence good faith efforts to cure, such default within sixty (60) days after delivery of such notice.

Notwithstanding the provisions of this Section, the terms and conditions of the franchise granted by this Ordinance pertaining to indemnification shall survive a termination under this Section.

Article XIV

Section 1401 Removal of Facilities from the Public Rights-of-Way

The Company shall remove all Facilities owned by the Company from the streets, alleys and public places of the City at the expense of the Company within six (6) months after the termination, abandonment, or expiration of this franchise granted by this Ordinance, or by such reasonable time to be prescribed by the City Council, whichever is later. No such removal will be required while any renewal requests as provided for in Section 1102 and Section 1103, are pending before the City. If such renewal request is denied, the six (6) month period provided above shall commence on the date of denial or expiration, whichever is later. The City reserves the right to waive this requirement, as provided for in Section 1402 herein. The City shall grant the Company access to the Public Rights-of-Way in order to remove its telecommunications Facilities owned by the Company pursuant to this paragraph.

Section 1402 Abandonment of Facilities Owned by the Company in the Public Rights-of-Way

The telecommunications Facilities owned by the Company may be abandoned without removal upon request by the Company and approval by the City. This Section survives the expiration or termination of this franchise granted by this Ordinance.

Article XV

SECTION 1501 Prior Written Consent for Assignment

The franchise granted by this Ordinance shall not be assigned or transferred without the expressed written approval of the City, which shall not be unreasonably or discriminatorily conditioned, withheld or delayed.

In addition, the City agrees that nothing in this Ordinance shall be construed to require Company to obtain approval from the City in order to lease any Facilities owned by the Company or any

portion thereof in, on, or above the PROW, or grant an indefeasible right of use (“IRU”) in the Facilities owned by the Company, or any portion thereof, to any entity or person. The lease or grant of an IRU in such Facilities owned by the Company, or any portion or combination thereof, shall not be construed as the assignment or transfer of any franchise rights granted under this Ordinance.

Section 1502 Successors and Assigns

Notwithstanding Section 1501, the Company may assign, transfer, or sublet its rights, without the consent of the City, to any person or entity that controls, is controlled by or is under common control with the Company, any company or entity with which or into which the Company may merge or consolidate, to any lender of the Company provided the City is advised of the action prior to enactment. Any successor(s) of the Company shall be entitled to all rights and privileges of this franchise granted by this Ordinance and shall be subject to all the provisions, obligations, stipulations and penalties herein prescribed.

Article XVI

Section 1601 Nonexclusive Franchise

Nothing in the franchise granted by this Ordinance shall be construed to mean that this is an exclusive franchise, as the City Council reserves the right to grant additional telecommunications franchises to other parties.

Article XVII

Section 1701 All Waivers in Writing and Executed by the Parties

Subject to the foregoing, any waiver of the franchise granted by this Ordinance or any of its provisions shall be effective and binding upon the Parties only if it is made in writing and duly signed by the Parties.

Section 1702 No Constructive Waiver Recognized

If either Party fails to enforce any right or remedy available under the franchise granted by this Ordinance, that failure shall not be construed as a waiver of any right or remedy with respect to any breach or failure by the other Party. Nothing herein shall be construed as a waiver of any rights, privileges or obligations of the City or the Company, nor constitute a waiver of any remedies available at equity or at law.

Article XVIII

Section 1801 No Discrimination

The Company’s rights, privileges and obligations under the franchise granted by this Ordinance shall be no less favorable than those granted by the City to and shall not be interpreted by the City in a less favorable manner with respect to any other similarly situated entity or person or user of the City’s Public Rights-of-Way.

Article XIX

Section 1901 Force Majeure

Neither the Company nor the City shall be liable for any delay or failure in performance of any part of the franchise granted by this Ordinance from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions.

Article XX

Section 2001 Effective Date

This Ordinance shall be effective upon its passage.

Adopted by the Council of the City of Charlottesville on the ___ day of _____, 20____.

___Kyna Thomas, Clerk of Council

ACCEPTED: This franchise is accepted, and we agree to be bound by its terms and conditions.

MCI COMMUNICATIONS SERVICES, INC.

By _____

Its _____

Date _____

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date: March 18, 2019

Action Required: None

Presenter: Michael C. Murphy, Interim City Manager

Staff Contacts: Leslie Beauregard, Assistant City Manager
Ryan Davidson, Sr. Budget and Management Analyst
Khristina Hammill, Sr. Budget and Management Analyst

Title:

- 1. F.Y. 2020 Real Estate Tax Rate**
- 2. City Manager's Proposed F.Y. 2020 Budget**

Background:

The Council meeting on March 18, 2019 marks the first two public hearings of the F.Y. 2020 budget process. The first public hearing is held for the proposed real estate tax rate and the second on this same night is for the F.Y. 2020 City Manager's Proposed Budget. The Interim 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 15, 2019 (real estate tax levy) and on March 1, 2019 (proposed budget). Those ads are also posted outside the Clerk of Council's/City Manager's Office in City Hall and on the **FY 2020 Proposed Budget** section of the following website: www.charlottesville.org/budget.

Discussion:

The Real Estate Tax rate was published at **\$.97/\$100 assessed value**. However, the F.Y. 2020 proposed budget keeps the City's Real Estate tax rate at **\$0.95/\$100 assessed value** and therefore, is balanced with the additional revenue that the additional cents would generate.

The total General Fund Budget for F.Y. 2020 is proposed to be **\$188,800,371**, a **5.05%** increase over F.Y. 2019. The proposed budget also includes a **\$35.1 million** Capital Improvement Program budget in F.Y. 2020.

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 16, 2019	1:00 – 3:00 PM	Key Rec. Center
First Budget and Tax Rate Public Hearings	March 18, 2019	6:30 PM	Council Chambers
Council Work Session <i>F.Y. 2020 Budget</i>	March 19, 2019	6:00 – 8:00 PM	Water St. Center
Council Work Session (Tentative) <i>F.Y. 2020 Budget</i>	March 27, 2019	6:00 – 8:00 PM	City Space
Second Budget Public Hearing/ Budget Approval First Reading/ Tax Levy Approval First Reading	April 1, 2019	6:30 PM	Council Chambers
Budget and Tax Levy Approval Second Reading	April 8, 2019	2:00 PM	City Hall Second Floor Conference Room

Alignment with City Council’s Vision and Strategic Plan:

This proposed budget aligns with Council’s Vision and F.Y. 2018 – 2020 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. Hardcopies of these documents can be found in the City Manager’s Office, City Hall, Monday-Friday between 8am – 5pm, and the budget document at Central and Gordon Ave. libraries.

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



Agenda Date:	March 18, 2019
Action Required:	Public Hearing and Approval of Ordinance (1 st of 2 Readings)
Presenter:	Michael C. Murphy, Interim City Manager
Staff Contacts:	Leslie Beauregard, Assistant City Manager
Title:	Amendment to City Code Sec. 30-451, Meals Tax Ordinance Change

Background:

The City currently levies a 5% meals tax on the purchaser of every meal sold in the city by a restaurant or caterer. The current rate has been in place since fiscal year 2016. As part of the F.Y. 2020 budget, an increase of 1% is proposed, raising the tax rate to 6%. The City estimates that this change will bring in an additional \$2.5 million in revenue for F.Y. 2020. This additional revenue is included in the F.Y. 2020 City Manager's Proposed Budget.

Discussion:

The meals tax is paid by consumers of prepared hot foods sold for immediate consumption on and off a premises including restaurant and grocery store food bars. This tax does not apply to foods purchased for home consumption and preparation, which are taxed at 2.5%. Meals tax revenue continues to grow, producing \$11.3 million in F.Y. 2016 to a projection of \$11.8 million in F.Y. 2019; and even before the proposed increase to 6%, revenues were expected at \$12.1 million in F.Y. 2020.

City staff projects that 35% of the meals tax will be paid by visitors to the city. According to the Virginia Tourism Corporation and the US Travel Association the Charlottesville area receives between 2 and 3 million annual visitors with visitors spending \$630 million annually. Approximately 40% of that spending, \$252 million, occurs in the City. A recent study by Destination Analysts on the Charlottesville market concludes that the average visitor spends \$83 per day on restaurants and dining. Using these figures we can estimate that approximately 35% of the current total meals tax revenue can be attributable to visitors. Additional support for the strength of the visitor market is evidenced by the hotel occupancy average of about 72.0% during the 2018 calendar year. This means that on average there are over 2,900 occupied rooms in our area per day. Currently nearly 50% of all hotel rooms in the Charlottesville – Albemarle area are in the City. Regarding the actual impact on the customer, for a \$10 meal, the addition cost to the customer would be 10 cents on the total bill; a \$20 meal, the impact would be 20 cents, and so on.

At 6%, the City would still have one of the lower meals tax rates for cities in the State. Among 24 other Virginia cities, the highest tax rate is 8% and the lowest is 4%.

Community Engagement:

There are several opportunities for the community to provide input into the budget with several public hearings on the budget and a few minutes reserved at the end of each budget worksession for public

comment and input, along with the Community Budget Forum. In addition, this ordinance change requires a separate public hearing, which was advertised via a legal ad, in the Daily Progress with information on this public hearing and the tax rate change, on March 8, 2019.

Alignment with City Council’s Vision and Strategic Plan:

The new revenue supports several initiatives that are included in the City’s Strategic Plan including additional Police Officers and public safety resource, strong emphasis on education, self-sufficiency and college/career readiness and focus on reliable and high quality infrastructure along with context sensitive planning practices. More information on the City’s Strategic Plan can be found at <http://www.charlottesville.org/strategicplan>.

Budgetary Impact:

Staff estimates that the rate change will generate an additional \$2.5 million in F.Y. 2020 revenue and is included in the City Manager’s F.Y. 2020 Proposed Budget.

Recommendation:

Staff recommends approval of the ordinance change, increasing the rate from 5% to 6%.

Alternatives:

Council could elect not to raise the meals tax rate at this time, or approve a different rate increase. If that’s the case, staff will have to identify additional revenue or expenditure reductions in order to balance the budget.

Attachments:

Ordinance

**AN ORDINANCE
AMENDING AND REORDAINING SECTION 30-283 OF CHAPTER 30 (TAXATION)
INCREASING THE MEALS TAX ON THE PURCHASE
OF EVERY MEAL SOLD IN THE CITY BY A RESTAURANT OR CATERER.**

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, that:

- (1) Section 30-283 of Article X (Meals Tax) of Chapter 30 (Taxation) is hereby amended and reordained, as follows:

Sec. 30-283. Levied.

In addition to all other taxes and fees of any kind now or hereafter imposed by law, a tax is hereby levied and imposed on the purchaser of every meal sold in the city by a restaurant or caterer. The rate of this tax shall be ~~five (5)~~ six (6) percent of the amount paid for the meal. There shall be no tax if the total amount paid is less than thirteen cents (\$0.13); on larger amounts a fractional cent of tax due shall be rounded to the next higher cent.

- (2) This ordinance shall take effect on July 1, 2019.

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



Agenda Date:	March 18, 2019
Action Required:	Public Hearing and Approval of Ordinance (1 st of 2 Readings)
Presenter:	Michael C. Murphy, Interim City Manager
Staff Contacts:	Leslie Beauregard, Assistant City Manager Ryan Davidson, Sr. Budget & Management Analyst Krisy Hammill, Sr. Budget & Management Analyst
Title:	Amendment to City Code Sec. 30-253, Transient Occupancy (Lodging) Tax Ordinance Change

Background:

The City currently levies a 7% transient occupancy, or lodging, tax (hereinafter “lodging tax”), which is the tax paid by all overnight guests at area hotels, bed and breakfasts and short-term air bnb type facilities. The current rate has been in place since fiscal year 2017. As part of the F.Y. 2020 budget, a lodging tax increase of 1% is proposed, raising the lodging tax rate to 8%. The City estimates that this change will bring in an additional \$816,969 in F.Y. 2020 revenue. This additional revenue is included in the F.Y. 2020 City Manager’s Proposed Budget.

Discussion:

This revenue source has grown over the years and a portion of this revenue supports the Charlottesville Albemarle Convention and Visitors Bureau, which receives 30% of the first 5% of actual lodging tax revenues (pursuant to a joint agreement with Albemarle County). The remaining funds support the City’s operating General Fund budget.

The hotel industry in the area has demonstrated strong metrics over the past decade and has attracted an additional investment of almost 25% in available room supply. In 2018, 380 new rooms were added in the City for instance. This additional supply has caused a decline in what is called RevPAR, or revenue per room, which has declined almost 4% in the area through 2018. However, overall revenue from the lodging tax has continued to grow for the City, showing \$4.8 million in 2017 and \$5.1 million in 2018. Revenues year to date for F.Y. 2019 are up 9% compared to the same period this time last year. Regarding the actual impact on the customer, an average room in the area costs \$130 night and adding one percentage point in the lodging tax would equate to an additional \$1.30 being added to the total bill.

The 8% lodging tax rate would tie the City with sixteen other cities in the State, the highest rate being 11% and the lowest at 2%.

Community Engagement:

There were several opportunities for the community to provide input into the budget with several public hearings on the budget and a few minutes reserved at the end of each budget worksession for public comment and input, along with the Community Budget Forum. In addition, this ordinance change requires a separate public hearing, which was advertised via a legal ad, in the Daily Progress with

information on this public hearing and the tax rate change, on March 8, 2019.

Alignment with City Council's Vision and Strategic Plan:

The new revenue supports several initiatives that are included in the City's Strategic Plan including additional Police Officers and public safety resource, strong emphasis on education, self-sufficiency and college/career readiness and focus on reliable and high quality infrastructure along with context sensitive planning practices. More information on the City's Strategic Plan can be found at <http://www.charlottesville.org/strategicplan>.

Budgetary Impact:

Staff estimates that the rate change will generate an additional \$816,969 in F.Y. 2020 revenue and is included in the City Manager's F.Y. 2020 Proposed Budget.

Recommendation:

Staff recommends approval of the ordinance change, increasing the rate from 7% to 8%.

Alternatives:

Council could elect not to raise the lodging tax rate at this time, or approve a different rate increase. If that's the case, staff will have to identify additional revenue or expenditure reductions in order to balance the budget.

Attachments:

Ordinance

**AN ORDINANCE
AMENDING AND REORDAINING SECTION 30-253 OF CHAPTER 30 (TAXATION)
INCREASING THE TRANSIENT OCCUPANCY TAX
FROM 7% TO 8% FOR TRANSIENT LODGING.**

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, that:

- (1) Section 30-253 of Article IX (Transient Occupancy Tax) of Chapter 30 (Taxation) is hereby amended and reordained, as follows:

Sec. 30-253. Levied.

There is hereby imposed and levied upon every transient obtaining or occupying lodging within the city, in addition to all other taxes and fees of every kind now imposed by law, a tax equivalent to ~~seven~~ eight (8) percent of the amount charged for such lodging.

- (2) This ordinance shall take effect on July 1, 2019.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	March 18, 2019
Action Requested:	Consideration of a Rezoning Application
Presenter:	Matt Alfele, City Planner
Staff Contacts:	Matt Alfele, City Planner
Title:	ZM-18-00001 918 Nassau Street

Update:

City Council held a Public Hearing on this item at their meeting on February 19, 2019. The applicant has voluntarily amended their Proffer statement and provided additional information. The amended Proffer statement reduces singular commercial uses to a gross floor area maximum of 2,000 square feet, limits house of worship gross floor area to a maximum of 2,000 square feet, and extends the minimum time period for on-site affordable dwelling units to twenty years. The applicant is also planning to provide a business plan for the running of the nonprofit portion of the development. Updates in the memo are noted in red.

Background:

Justin Shimp (Shimp Engineering) on behalf of Charles Hurt and Shirley Fisher (landowners) have submitted a rezoning petition for Tax Map 61 Parcels 79.17, 79.18, & 79.19, 918 Nassau Street, and a portion of Tax Map 61 Parcel 79 (Subject Properties). The rezoning petition proposes a change in zoning from the existing R-2 Two-family Residential to HW Highway Corridor with proffered development conditions. The proffered conditions include:

(i) Maximum height of buildings: Any structures(s) located on the property shall not exceed thirty-five (35) feet in height, where height is the vertical distance measured perpendicularly from grade from the highest point on such building or structure;

(ii) Future land uses:

(a) The gross floor area of any singular commercial use shall not exceed ~~4,000~~ 2,000 square feet. This shall not prohibit the gross floor area of multiple commercial uses from exceeding ~~4,000~~ 2,000 square feet;

(b) The land uses permitted on the Subject Properties are found in the HW Corridor

Sec. 34-796 use matrix, but prohibits the following; Adult assisted living greater than 8 residents. Bed-and-breakfasts homestays, B&Bs, Inns, convent/monastery, nursing homes, residential treatment facility over 8 residents, shelter care facilities, amusement centers, animal boarding/grooming/kennels without outside runs or pens, art galleries, auditoriums, amphitheaters, automotive services, banks/financial institutions, bowling alleys, car washes, catering business, health clinics, veterinary clinics, private clubs, data centers, dry cleaning establishments, elementary schools, high schools, artistic instruction up to 4,000 SF, electronic gaming cafes, hotels/motels, laundromats, libraries, small breweries, movie theaters, municipal buildings, museums, music halls, offices, outdoor storage, public recreational facilities, fast food restaurants, full service restaurants, taxi stands, transit facilities, consumer service businesses over ~~4,001~~ 2,000 SF, home improvement centers, pharmacies, shopping centers, shopping malls, retail stores over ~~4,001~~ 2,000 SF, laboratories, and printing/ publishing facilities;

(iii) Affordable housing; contingent upon approval of residential density on site, the owners shall reserve ten percent (10%) of the units built on the Property for on-site for-rent affordable dwelling units (as defined herein). The units will remain affordable for a period of ~~twelve (12)~~ **twenty (20)** years from issuance of certificate of occupancy. For-rent affordable dwelling units shall rent at a rate making the units affordable to households with incomes at not more than 50% of the area median income (“AMI”) for the Charlottesville Metropolitan Area published annually by the United States Department of Housing and Urban Development (“HUD”).

In addition to the rezoning application, Justin Shimp has submitted a special use application (SUP) for 918 Nassau Street, a portion of tax map 61, parcel 79, and tax map 61 parcels 79.16, 79.17, 79.18, 79.19, & 79.201 for residential density. The SUP application is being requested to accommodate the development of (18) one-bedroom and (12) two-bedroom units split between (2) three-story apartment buildings for a total of (30) dwelling units. The development is being proposed as an urban farm and will accommodate a 1,280 square foot greenhouse and an approximately 600 square foot retail farm store. Additional parking, farm sheds, and agricultural fields supporting the development are proposed on an adjacent 7.52 acre county parcel.

After the Planning Commission meeting on December 11, 2018 the applicant updated the SUP materials to alter the one and two-bedroom configuration. The new configuration removes a set unit types and calls for a mix of one and two-bedroom for a total of thirty (30) units.

Discussion:

The Planning Commission discussed this matter at their April 10, 2018, October 9, 2018, October 30, 2018, and December 11, 2018 meetings. During these meetings the Commission had concerns with rezoning the subject property to HW without any assurances any future development would have a residential component. Public access to Moores Creek, stormwater management, and impacts to the floodplain were also discussed by the Planning Commission. During the October 30th work session, the Planning Commission outlined

addition areas of concern the applicant needed to address.

- The name of the development.
 - The Human Rights Commission held a meeting on November 15, 2018 and discussed the name of the development and any derogatory connotation it might have. Below are their recommendations:
 - Planning Commission members should engage the residents of the Hogwaller neighborhood to see what they think about the development name.
 - If the Planning Commission feels strongly about using the name, that it be called Waller Farms and not Hogwaller.
 - The development could be called something else but a historic plaque be added in the area to acknowledge the neighborhood name.
- Concern with the size of any future by-right commercial or retail development.
 - The applicant updated their proffer statement to reflect a 4,000sqft gross floor maximum for any singular commercial use on site.
- Concern with “Convenience Store” use and what that could be.
 - Staff recommended to the applicant to request a Zoning Determination from the Zoning Administrator on what a “Convenience Store” is. No action was taken on this recommendation.
- Concern over Special Uses that remained in the proffered use matrix.
 - Staff consulted with the City Attorney’s Office and it was determined that SUPs could be removed from a proffered use matrix. The applicant updated their proffer statement to remove all SUPs, with the exception of Utility Facilities, Farmer’s Markets, and Outdoor Parks.
- Concern not enough affordable units would be provided within the development.
 - The applicant updated their proffer statement related to affordable housing.
- Concern with how stormwater will be handled for the development.
 - Staff updated their analysis and can be viewed on page 11 of the Rezoning Staff Report.

During the Public Hearing on December 11th, the Planning Commission questioned the location of the floodplain limits and the impact this development could have on it and the local watershed. Although the development proffers 10% affordable units (based on the number of units planned for development this would equal 3 affordable units at 50% AMI for 12 years), this number was not considered sufficient to some members of the Commission.

Alignment with City Council’s Vision and Strategic Plan:

If City Council approves the rezoning request, the project could contribute to **Goal 4: A Strong, Creative and Diversified Economy, 4.2 Attract and cultivate a variety of businesses**, and the City Council Vision of *Quality Housing Opportunities for All*.

Community Engagement:

On September 11, 2017 the applicant held a community meeting at Clark Elementary. The

applicant gave an overview of the project as it related to the need for a rezoning and a SUP. The community voiced the following concerns with the proposed development:

- View from Linden Avenue could be blocked.
- The development could have an adverse impact on Moores Creek.
- What type of development could happen in the floodplain?

Other comments included:

- Appreciation for proposing an initiative “urban farm”.
- Providing affordable units.

On April 10, 2018 the Planning Commission held a joint Public Hearing with City Council. Two (2) members of the public spoke and expressed the following:

- The development should provide a trail to Moores Creek.
- Any development should not include bringing in fill to the floodplain.
- Concerned the applicant is only looking for density and will not provide any amenities or farm.

On October 9, 2018 the Planning Commission held a joint Public Hearing with City Council. Four (4) members of the public spoke and expressed the following:

- Concerns with any development in the Floodplain.
- Concern with traffic and a large building near single family homes.

Other comments included:

- The concept of a small urban scale farm with hosing is interesting, but more information is need on how it could impact the environment.

On October 30, 2018 the Planning Commission held a Work Session and seven (7) members of the public spoke. They expressed the following:

- Concerns that the development will not have enough public amenities like trees and benches.
- How will stormwater be managed on site?
- Development should not happen in the floodplain.
- The soil needs to be tested prior to development.

Other comments included:

- The City needs more affordable housing and this development will provide that.
- Regulations and codes currently in place will result in this being a good development that will have no impact on the environment.
- A lot of the younger population that lives near the proposed development are excited about it and believe it will be good for the City.

On December 11, 2018 the Planning Commission held a Public Hearing and six (6) members of the public spoke. All six speakers expressed concerns with building in a floodplain. The speakers believed this area should be left undeveloped and act as a buffer to wetlands and Moores Creek.

On February 19, 2019 City Council held a Public Hearing and six (6) members of the public spoke. Three of the speakers expressed concern with building in an area within or effecting

the floodplain. Other speaks expressed support for the development and the positive impact it would have on the neighborhood.

Staff received a number of emails regarding this project and they have been forwarded to Planning Commission and City Council. The main concern noted is related to opposition to development in or near floodplains and wetlands. The building massing along Nassau was also an apprehension.

Budgetary Impact:

This has no impact on the General Fund.

Recommendations:

The Planning Commission took the following action:

Mrs. Dowell moved to recommend denial of this application to rezone the subject properties from R-2 to HW, on the basis that the proposal would not service the interests of the general public and good zoning practice.

Mr. Solla-Yates seconded the motion

- Mrs. Green, Yes
- Mrs. Dowell, Yes
- Mr. Lahendro, Yes
- Mr. Solla-Yates, No
- Mr. Stolzenberg, No

The motion passed 3 – 2 to recommend denial of the rezoning application to City Council.

Additional Information

After the Planning Commission’s Public Hearing on December 11, 2018 the applicant made adjustments to the SUP materials. These changes were based on information the applicant heard from staff, Planning Commission and the community. These changes have been reviewed by staff and do not materially alter the application. The changes include:

- Changing the name of the development to 918 Nassau St.
- Changing the allotment of units to a mix of one and two-bedroom units.
- Additional information on the articulation of the building along Nassau St., transect, and massing.
- Additional information on the grading plan and floodplain location per LOMR-16-03-1207P.

After reviewing this information staff has made adjustments to the proposed conditions on the SUP. The updated information is only related to the SUP and no changes were made to the Rezoning application. The updated SUP materials are attached to the SUP City Action Memo.

Alternatives:

City Council has several alternatives following a public hearing:

- (1) by motion, deny the requested Rezoning as recommended by the Planning Commission;
- (2) by motion, take action to approve the attached ordinance granting the Rezoning;
- (3) by motion, request changes to the attached ordinance, and then approve the Rezoning;
- or
- (4) by motion, defer action on the Rezoning.

Attachments:

A. Ordinance

B. Link to the Staff Report and background information from the December 11, 2018 Planning Commission meeting:

<http://www.charlottesville.org/home/showdocument?id=63739>

(Staff Report begins on page 9)

C. Petition and letter of Support

D. Frequently Asked Questions

E. Signed Proffer Statement dated February 25, 2019

**AN ORDINANCE
APPROVING A REQUEST TO REZONE PROPERTY
IDENTIFIED ON CITY TAX MAP 61 AS PARCELS 79.17, 79.18, 79.19, and 79.201 (918 Nassau Street),
AND LAND IDENTIFIED ON CITY TAX MAP 61 AS PARCEL 79
FROM R-2 (RESIDENTIAL TWO FAMILY) TO HW (HIGHWAY CORRIDOR MIXED USE)
SUBJECT TO PROFFERED DEVELOPMENT CONDITIONS**

WHEREAS, Justin M. Shimp, Trustee of the Franklin Street Land Trust III (“Landowner”), is the owner of land identified on City Tax Map 61 as Parcels 79.17, 79.18, 79.19, and 79.20 (Parcel 79.201 having an address of 918 Nassau Street), and also of land identified on City Tax Map 61 as Parcel 79 (collectively, the “Subject Property”) have made application to the Charlottesville City Council seeking to change the zoning district classification of the Subject Property from R-2 (Residential Two-Family) to HW (Highway Corridor Mixed Use), subject to certain development conditions voluntarily proffered by the Landowner, as set forth within a final written proffer statement submitted pursuant to City Code §34-64(c) (hereinafter, the “Proposed Rezoning”); and

WHEREAS, the Landowner seeks the Proposed Rezoning in order to develop the Subject Property for a specific project referred to as “918 Nassau Street” containing an apartment complex with approximately 30 dwellings (a mixture of one- and two-bedroom dwelling units); approximately 7.5 acres of land behind the apartment complex preserved as green space and an urban farm serving the surrounding neighborhood; affordable, for-rent dwelling units, in the amount of 10% of the total number of apartment dwelling units; a riparian buffer along Moore’s Creek; and

WHEREAS, a public hearing on the Proposed Rezoning was conducted jointly by the Planning Commission and City Council on October 9, 2018, following notice to the public and to adjacent property owners as required by law, and thereafter, the Planning Commission considered the matter further at their October 30, 2018 worksession and an additional public hearing December 11, 2018; and

WHEREAS, on December 11, 2018, the Planning Commission voted to recommend that City Council should deny the Proposed Rezoning; and

WHEREAS, on February 19, 2018, this City Council considered the Proposed Rezoning, including written materials and representations made by the Landowner, the Staff Report; comments received from the public; and the Planning Commission’s recommendation; and

WHEREAS, this Council finds and determines that the public necessity, convenience, general welfare and good zoning practice require the Proposed Rezoning; that both the existing zoning classification (R-2 Residential Two-Family) and the proposed zoning classification (HW Highway Corridor Mixed Use Zoning District, subject to proffered development conditions) are reasonable; that the Proposed Rezoning is consistent with the Comprehensive Plan; and that the proffered development conditions are reasonable, consistent with the Comprehensive Plan, and in accordance with Virginia Code §15.2-2303; now, therefore,

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that the Zoning District Map Incorporated in Section 34-1 of the Zoning Ordinance of the Code of the City of Charlottesville, 1990, as amended, be and hereby is amended and reenacted as follows:

Section 34-1. Zoning District Map. Rezoning from R-2 (Residential Two-Family) to HW (Highway Corridor Mixed Use) subject to proffered development conditions, all of the property identified on City Tax Map 61 as Parcels 79.17, 79.18, 79.19, and 79.201 (having an address of 918 Nassau Street), and all of the property identified on City Tax Map 61 as Parcel 79, collectively consisting of approximately 0.8 acre (approximately 34,848 square feet), and

BE IT FURTHER ORDAINED by the Council of the City of Charlottesville that the use and development of the Subject Property for the Project shall, effective as of the date of approval of this Ordinance, be subject to the following proffered development conditions, in addition to the requirements of other applicable City ordinances:

1. **HEIGHT OF BUILDINGS AND STRUCTURES:** any buildings and structures located on the Subject Property shall not exceed thirty-five (35) feet in height. (Height is to be measured in accordance with City Code §34-1100 in effect as of the date this ordinance takes effect, which specifies that height, when applied to a building or structure, shall refer to the vertical distance measured perpendicularly from grade to the highest point on such building or structure).

2. **AFFORDABLE HOUSING:** if a special use permit is approved by City Council authorizing development of the Subject Property at a residential density of up to thirty-two (32) dwelling units per acre, then the Landowner shall reserve ten percent (10%) of the dwelling units built on the Subject Property for on-site, for-rent, affordable dwelling units (as defined below). These on-site ADUs will remain affordable for a period of twenty (20) years from the date of issuance of a certificate of occupancy for the third on-site ADU. Administration of the on-site ADUs (“Administration”) shall be conducted according to the terms described below.
 - a. **On-site, for-rent affordable dwelling units (“on-site ADU’s”):** each of the on-site ADUs shall be rented at a rate that makes the unit affordable to a household having an income of not more than fifty percent (50%) of the area median income (AMI) for the Charlottesville Metropolitan Area, as such AMI is published annually by the United States Department of Housing and Urban Development (HUD).

 - b. **Administration of on-site ADU’s:** the Landowner shall be responsible for assuring that administration of the on-site ADUs shall be conducted in a manner such that books and records will be kept to document the following:
 - i. Section 8 voucher holders will have first priority to rent any available on-site ADU’s;
 - ii. The owner of each of the on-site ADU’s shall verify that the household income of the person(s) to whom the on-site ADU is rented is not more than fifty percent (50%) of the area median income (AMI) for the Charlottesville Metropolitan Area; and
 - iii. Upon request, the owner of any on-site ADU shall provide a written report to the zoning administrator, accompanied by evidence of the owner’s efforts and results in complying with the requirements of subparagraphs (i) and (ii), above.

3. **LAND USES—**
 - a. **Gross Floor Area:** the gross floor area (GFA) of any single commercial use shall not exceed two thousand (2,000) square feet. This restriction shall not be interpreted to prohibit the GFA of multiple commercial uses, in the aggregate, from exceeding 2,000 square feet.

 - b. **Permitted Uses:** the Subject Property may be used only for the following; any uses other than those listed below shall be prohibited:

- i. Residential and related uses.
 1. By right: accessory buildings, structures and uses (residential); multifamily dwellings; residential occupancy (maximum 4 unrelated persons); residential treatment facility (1-8 residents);
 2. With a provisional use permit: home occupations;
- ii. Commercial uses (each limited to a maximum GFA of 2,000 SF, in accordance with 3.a., above, except as otherwise noted):
 1. By right: accessory buildings, structures and uses (non-residential); art studio; art workshop; wholesale bakery; attached communications facilities using utility poles as the attachment structure; attached communications facilities not visible from any adjacent street or property; daycare facility; micro-producers; surface parking lot (19 or fewer spaces); photography studio; indoor health/sports clubs, tennis clubs swimming clubs, yoga studios, dance studios, skating rinks, recreation centers, etc.; technology-based businesses; consumer service businesses; greenhouses/ nurseries; convenience store; grocery store; retail stores; property management office, ancillary to multifamily dwelling use; parking garage, ancillary; surface parking lot (20 or more spaces), ancillary;
 2. By special use permit: farmer's market; parking garage (non-ancillary); outdoor parks, playgrounds, ball fields, ball courts, swimming pools, picnic shelters, etc. (private);
 3. With a provisional use permit: mobile food units;
 4. With a temporary use permit: temporary outdoor sales (flea markets, craft fairs, promotional sales, etc.); temporary outdoor assemblies (outdoor church services, etc.);
- iii. Other uses:
 1. By right: house of worship (maximum GFA of 2,000 SF); utility lines;
 2. By special use permit: utility facilities.

Attachment C

RE: Nassau Street Apartments and Urban Farm

To Whom It May Concern:

The Thomas Jefferson Community Land Trust (TJCLT) would like to express its support for the Nassau Street Apartments and Urban Farm project located at 918 Nassau Street, along the eastern edge of the Belmont-Carlton neighborhood. TJCLT is currently constructing 4 new affordable housing units adjacent to the project and is excited by the possibility of having an urban farm as a neighbor.

We recognize the value of the accessibility of healthy, fresh foods for our residents and the greater neighborhood. Currently, the neighborhood's fresh food choices are very limited, especially if individuals are constrained to food sources located within walking distance. We support the project's intent to provide affordable healthy foods and to serve as a hands-on educational platform for sustainable food production.

We encourage others to extend support for this project, recognizing the project's potential to create a community asset that will continually give back to the neighborhood.

Sincerely,

DocuSigned by:
Greg Slater 2/11/2019
5304E9EDDAE146E...
Thomas Jefferson Community Land Trust
(TJCLT)

change.org

Shimp Engineering

Recipient: Charlottesville City Council

Letter: Greetings,

Please support the Nassau Street Apartments and Urban Farm.

Signatures

Name	Location	Date
Nicole Scro	US	2019-01-14
David Mitchell	District Heights, VA	2019-01-14
Jennifer Scro	Bethesda, MD	2019-01-14
eric stumpf	Charlottesville, VA	2019-01-14
Lisa Scro	Northport, NY	2019-01-14
JON INWOOD	Brooklyn, NY	2019-01-14
Stephanie Scro	Charlottesville, VA	2019-01-14
Kelsey Schlein	Charlottesville, VA	2019-01-14
Brian Shafran	Charlottesville, VA	2019-01-14
Alex Shafran	Charlottesville, VA	2019-01-14
kathleen adams	Charlottesville, VA	2019-01-14
Missy Velez	Charlottesville, MD	2019-01-14
Charles Kelly	Charlottesville, VA	2019-01-15
Malcolm MacLachlan	Charlottesville, VA	2019-01-15
Bailey Reed	Charlottesville, VA	2019-01-15
Sam Thomas	Charlottesville, VA	2019-01-16
Kendra Patrick	Charlottesville, VA	2019-01-16
Ross Schiller	Charlottesville, VA	2019-01-16
Courtney Newman	Charlottesville, VA	2019-01-16
brooke osborn	Danville, US	2019-01-16

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Name	Location	Date
Austin Zaino	Myrtle Beach, US	2019-01-16
Jasmine Harris	US	2019-01-16
José Rivera López	Atlanta, US	2019-01-17
Garrett Devine	Charlottesville, VA	2019-01-17
Bryan Lewis	Charlottesville, VA	2019-01-17
TAMMY HARRIS	ATHENS, US	2019-01-17
Ingrid Ortiz	San juan, US	2019-01-17
Brian Moon	Charlottesville, VA	2019-01-17
Jordan Riddick	Aspen, CO	2019-01-17
Sydney Lindburg	Stromsburg, US	2019-01-17
Matthew Gillikin	Hyattsville, MD	2019-01-17
Lex Gibson	Charlottesville, VA	2019-01-17
Elise Cruz	Dyke, VA	2019-01-17
Jennifer Seidel	Charlottesville, VA	2019-01-17
Jessica Ford	Charlottesville, VA	2019-01-17
MONIQUE WILSON	Charlottesville, VA	2019-01-18
tessa luecke	Crozet, VA	2019-01-18
Greta Conlon	Montclair, NJ	2019-01-18
Laura Berkley	Harrisonburg, VA	2019-01-18
Megan Knutson	Afton, VA	2019-01-18
Mikaela Conlon	San Francisco, CA	2019-01-18
Jamie Hawke	San Francisco, CA	2019-01-18

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Name	Location	Date
Rebecca Hinch	Charlottesville, VA	2019-01-18
Lara Berti	Crozet, VA	2019-01-18
Caroline Hozza	Charlottesville, VA	2019-01-18
Patrice Calise	Charlottesville, VA	2019-01-19
Maygan Gezzi	Jackson, WY	2019-01-19
Nyeela Hueholt	West Newfield, ME	2019-01-20
Taylor Pond	Charlottesville, VA	2019-01-20
Brittney Morgan	Charlottesville, VA	2019-01-20
Jeremy Kenney	Charlottesville, VA	2019-01-20
Julie O'Brien	Charlottesville, VA	2019-01-20
Hannah Patrick	Charlottesville, VA	2019-01-21
Jayleane Drucker	Charlottesville, VA	2019-01-22
Greg Vogler	Charlottesville, VA	2019-01-22
Candace Schoner	Charlottesville, US	2019-01-22
Joseph Usher	Charlottesville, VA	2019-01-22
Taylor Cope	Charlottesville, VA	2019-01-22
Kelly Berrang	Charlottesville, VA	2019-01-22
Jane Barnes	Charlottesville, VA	2019-01-22
Manoj Devkota	Chicago, IL	2019-01-23
Jon Stumpf	Dover, DE	2019-01-23
Susan Usher	Richardson, TX	2019-01-23
Patti Watson	Charlottesville, VA	2019-01-23

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Name	Location	Date
Holly lord	Charlottesville, VA	2019-01-23
Emmie Wright	Halethorpe, MD	2019-01-23
Lee Humphrey	Charlottesville, VA	2019-01-23
Missy Wernstrom	Charlottesville, VA	2019-01-23
Pete Yadlowsky	Charlottesville, VA	2019-01-23
Jessica Butler	Charlottesville, VA	2019-01-23
Roger Voisinet	Charlottesville, VA	2019-01-23
Dana Hatcher	Charlottesville, VA	2019-01-23
Martha Dix	Charlottesville, VA	2019-01-23
Karyl Reynolds	Charlottesville, VA	2019-01-23
Kyung Lee	Charlottesville, VA	2019-01-23
Leigh Glassmire	Charlottesville, VA	2019-01-23
Lucy Millinder	Charlottesville, VA	2019-01-23
Donna DeGroat	Charlottesville, VA	2019-01-23
Lynn Pontillo	Charlottesville, VA	2019-01-23
Bev Wann	Charlottesville, VA	2019-01-23
Jenna Massie	Roanoke, VA	2019-01-24
Sara Shick	Birchrunville, PA	2019-01-24
Suzy Piccola	Earlysville, VA	2019-01-24
David Harrison Harrison	West Jordan, VA	2019-01-24
Caroline Little	Roanoke, VA	2019-01-25
Judith Cayo Cotter	University park, MD	2019-01-25

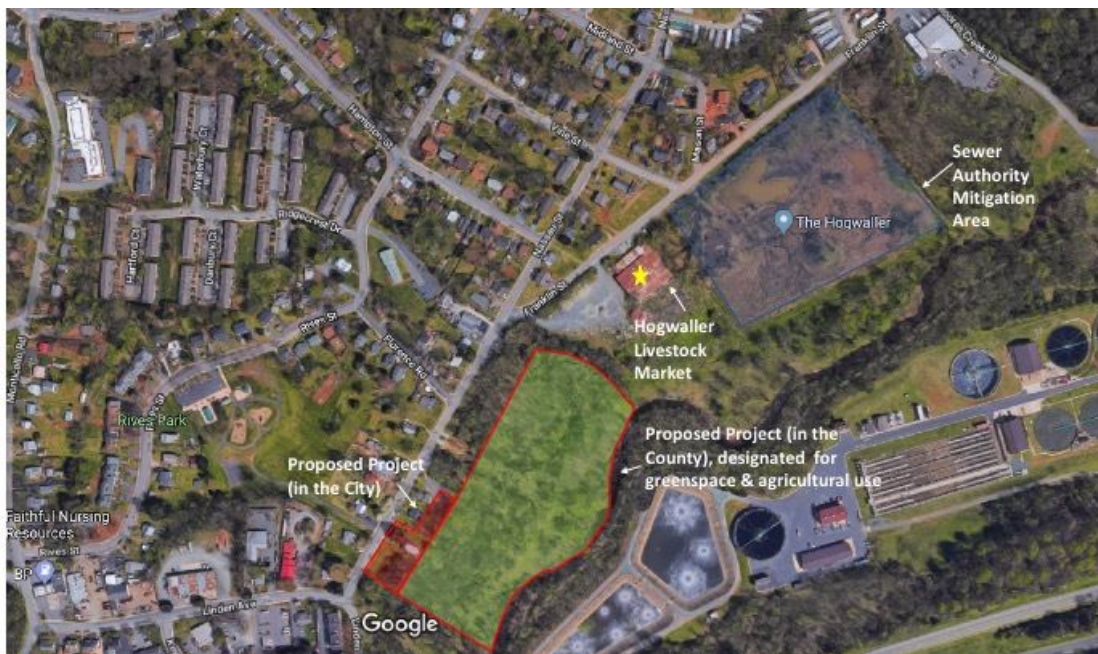
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Name	Location	Date
Alexis Troia	Labelle, US	2019-01-27
Nathaniel Bilhartz	Lawrenceville, GA	2019-01-30
Valerie Deleon	Moore Haven, US	2019-02-03

Frequently Asked Question #1:

Question: Where is the proposed project located? Is the project located on the existing Hogwaller livestock market?

Answer: Below is a google image of the surrounding area, with the proposed project highlighted in **red**. The red highlighted area that is also **shaded red** is where the proposed apartment complex would be located. The red highlighted area that is **shaded green** is 7.52 acres designated for green space or agricultural use. The intention is for this area to be used as an urban farm and green space to serve the surrounding neighborhood. The existing Hogwaller livestock market is highlighted with a **yellow star**. There is an area located immediately adjacent to the livestock market that was purchased by the Rivanna Water and Sewer Authority to mitigate Moore's Creek. This area is highlighted in **blue**.



Frequently Asked Question #2:

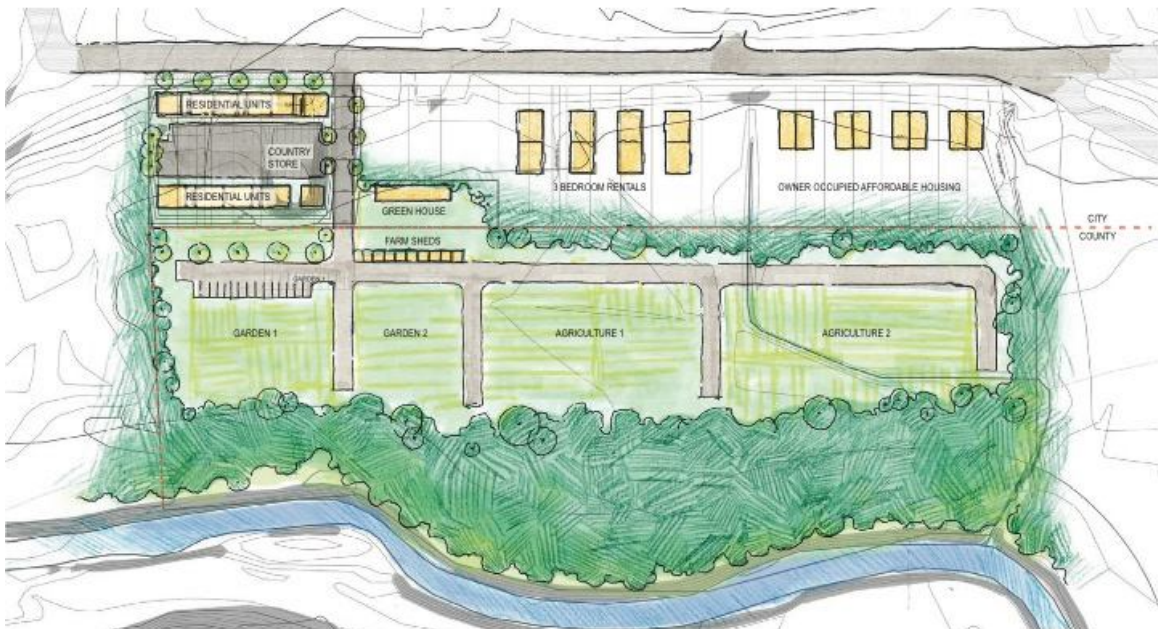
Question: What are the basic facts?

Answer: The basic facts are as follows:

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- 30 small multifamily units, consisting of a mixture of one- and two-bedrooms
- 7.52 acres behind the apartment complex preserved for green space and an urban farm to serve the surrounding neighborhood
- The urban farm will be run by a nonprofit and offer several leasable sheds and small plots of land to store and grow produce. There will also be a small country store to sell some of the produce grown on site as well as a small greenhouse. The nonprofit will also offer agricultural and gardening related educational activities at the urban farm.
- 10% of the apartment units will be designated as affordable to those making 50% or less than the Area Median Income (AMI) for a period of 12 years
- Buildings will not exceed 35 feet from grade -- the maximum allowable height in residential zoning districts

Below is an image of the basic concept plan. The concept plan does not show all of the details being proposed, such as: (1) a potential trail system that may be able to connect to the Rivanna Trail on the opposite side of Moore's Creek, (2) a riparian buffer consisting of specific types of vegetation that are able to soak up stormwater runoff before it reaches the creek, mitigating potential overflow, and (3) how the site may help rehabilitate some of the soil damaged by the existing poorly designed stormwater runoff system onsite. The concept plan also shows 8 structures that are being constructed by-right, meaning they do not require approval from City Council. The 4 larger structures will be 3-bedroom duplexes and the 4 smaller structures were sold to Habitat for Humanity and the Thomas Jefferson Land Trust for affordable housing -- these structures are currently under construction.



Frequently Asked Question #3: Attachment D

Question: Is the proposed apartment complex located in the floodplain?

Answer: No. But it can be very confusing! There are two facts that are important to understanding the answer to this question.

1. The floodplain map on the City's GIS database, accessible online [here](#), does **not** show the most recently **updated information related to the floodplain map**. The City's GIS database is taken from the Federal Emergency Management Agency (FEMA) website, found [here](#). However, FEMA does not regularly update its website's maps. Instead, to note that there has been a change, it will cite a "Letter of Map Revision." One type of Letter of Map Revision (LOMR) is when FEMA revises its elevation levels relative to an applicable water source that are susceptible to the risk of flooding. The FEMA map for this area cites Letter of Map Revision (LOMR) # 16-03-1207P, effective 2/16/2017. To find the revised data from this LOMR, you can click on the "Revisions" folder on the FEMA website showing this area or click [here](#). From there, towards the end of the document (pages 27-28), you will see revised elevations for the area of the proposed project -- located between cross-section lines C and D in Zone AE. The updated elevation lines are between 324 and 326.2 feet. The image will look the same as the original FEMA map except for a black box around the revised area that says "Revised Area" and lines at certain intervals labeled A-Z with revised elevation levels stated for each cross-section. As shown in the image below, the first building of the apartment complex is located at an elevation level of 330 feet, 4-6 feet out of the floodplain. A portion of the second building appears to be located at elevation levels between 322-320 feet. However, see note (2) below.

2. The floodplain is determined by elevation -- in other words, the floodplain is indicative of how high water will rise if there were an exceptionally bad storm. Therefore, if compacted soil is used to lift the elevation of the property, construction will then be considered out of the floodplain. As noted above, since a portion of one of the buildings of the apartment complex appears to be located at elevation levels between 322-320 feet, approximately 6 feet of fill (compacted soil) will be needed in this area to lift the proposed apartments out of the floodplain. We would place fill up to 8 feet to be conservative. **We hope to have a more detailed grading exhibit posted soon.**

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GIS Map per City Website
Map is based on outdated GIS data and outdated elevation data.



Accurate Floodplain Map (approved 2.6.2017)
Floodplain per field survey and current floodplain study.

Frequently Asked Question #4:

Question: But I have seen pictures of the property that clearly show there is standing water on it, suggesting it may be susceptible to flooding?

Answer: Because there is an existing stormwater culvert located on the property, there are often pools of sitting water. The pools of sitting water are there because of water from surrounding areas of the City flowing out of the stormwater culvert. The stormwater culvert was poorly designed and does not help to rehabilitate the stormwater or the surrounding vegetation. We have proposed redirecting the water from this culvert to a location where it can be absorbed by specific species of vegetation and rehabilitated. The image below shows the approximate location of the sitting water (black circle) and the approximate location of the stormwater culvert.



Frequently Asked Question #5:

Question: What about global warming and the increased intensity of storms?

Answer: Flooding is a result of (1) Rainfall and (2) Land Cover. Land Cover is how rainfall is distributed once it hits the ground. The proposed development includes a riparian buffer adjacent to Moore's Creek, which will reduce the impact of higher rainfall by protecting the project from erosion and higher velocity water often seen in flooding. So, by preserving the property's natural Land Cover, we can safeguard the area from some of the consequences commonly associated with global warming. Similarly, Albemarle County has increased stream buffers and related regulations such that the Land Cover of Albemarle County mitigates the impact of flooding in Charlottesville.

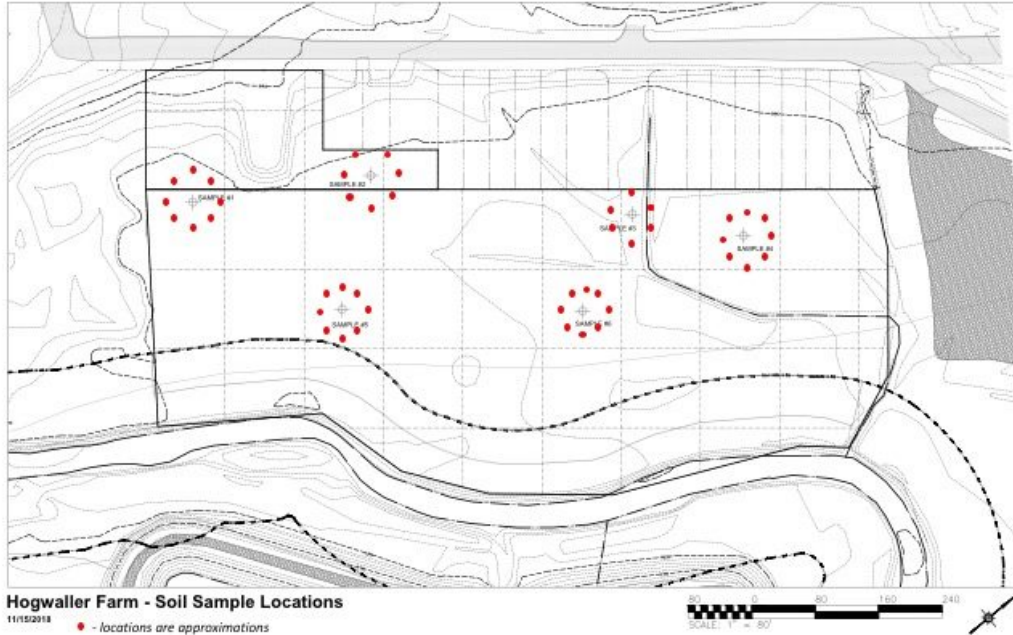
Frequently Asked Question #6:

Question: Is the soil contaminated?

Answer: After meeting with several neighbors concerned about the quality of the soil, the developer sent soil samples to two independent labs: (1) the Virginia Cooperative Extension at Virginia Tech and (2) Air, Water and Soils Lab in Richmond. We found the soil to be suitable for farming. As expected, there was one location that may need more rehabilitation than others because stormwater runoff collects in this location from a nearby culvert. To rehabilitate the soil at this location, we will be redirecting the water to a different location where it can be absorbed by specific species of vegetation.

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Below is an image of where the soil samples were taken on the property. Such locations were chosen because they represent the variety of conditions of the site.



Frequently Asked Question #7:

Question: How will the farming portion of the project impact Moore's Creek?

Answer: As noted previously, a riparian buffer will be located adjacent to Moore's Creek. The riparian buffer includes certain species of vegetation and soils that act as a sponge for nearby water runoff, including runoff from the farm. The proposed riparian buffer is larger than most agricultural buffers, especially compared to the small size of the farming operation. In addition, the nonprofit operating the farmland intends to grow organically as much as possible. We also would like to include a small organic hydroponic farm in a portion of the greenhouse.

Frequently Asked Question #8:

Question: I heard the developer already has a permit to build on the property. Is this true?

Answer: Yes, we have already obtained the appropriate approvals to place compacted soil (fill) on the property. Therefore, we can build 6 single family homes or 12 two-family homes (duplexes) without City Council approval, or a 30-unit apartment complex with City Council approval. To obtain a permit to allow fill on the property, you must obtain a Conditional Letter of Map Revision - Fill (CLOMR-F) from FEMA. A CLOMR-F is FEMA's comment on a

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proposed project that would, upon construction, result in the modification of the existing floodplain map. Click [here](#) to be directed to FEMA's regulations on CLOMR-F permits.

Once a project has been completed, the applicant must request a revision to the floodplain map via a Letter of Map Revision - Fill (LOMR-F). "As-built" certification and other data must be submitted to support the revision request. For a LOMR-F to be issued by FEMA, it is required that the lowest adjacent grade of the applicable structures be at or above the floodplain elevation levels. The applicable locality must also determine that the land and any existing or proposed structures to be removed from the floodplain are "reasonably safe from flooding." Click [here](#) for FEMA's instructions on obtaining LOMR-F permits.

Frequently Asked Question #9:

Question: Will the project offer affordable housing?

Answer: 10% of the proposed units will be designated as affordable to those individuals making 50% or less compared to the Area Median Income (AMI) for a period of 12 years.

Frequently Asked Question #10:

Question: Is the Hogwaller name racist or offensive in any other way?

Answer: An informative article on the Hogwaller name can be found in The Hook's archives, [here](#).

We will be meeting with members of the community and the City's Human Rights Office Director, Charlene Green. We are hopeful we can honor the area's history and continue the community's culture of farming and inclusiveness.

Frequently Asked Question #11:

Question: I heard the project is proposing to rezone the property to Highway Corridor. What kind of uses will be allowed?

Answer: The purpose of asking to rezone a portion of the property to Highway Corridor is so that a greenhouse can be allowed on the property to serve the proposed urban farm. Because many other commercial uses are also allowed in Highway Corridor, we have proposed prohibiting many of these uses. In addition, we have proposed restricting any single commercial use to 4,000 gross square feet.

The only uses that would still be allowed on the property are as follows:

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- Multifamily dwellings
- Art studio or art workshop (must be less than 4,000 gross square feet)
- House of worship (must be less than 4,000 gross square feet)
- Wholesale bakery (must be less than 4,000 gross square feet)
- Photography studio (must be less than 4,000 gross square feet)
- Indoor health/sports club, tennis club, yoga or dance studio, skating rink, or recreation center (must be less than 4,000 gross square feet)
- Outdoor park, playground, ball field, ball court, swimming pool, picnic shelters, etc. (by special use permit)
- Technology-based business (must be less than 4,000 square feet)
- Consumer service businesses (up to 4,000 gross square feet)
- Greenhouses/nurseries (must be less than 4,000 gross square feet)
- Convenience store (must be less than 4,000 square feet)
- Other retail stores (non-specified, up to 4,000 gross square feet)
- Temporary sales, outdoor (flea markets, craft fairs, promotional sales, etc., by temporary use permit)

Frequently Asked Question #12:

Question: Who is the developer?

Answer: The developer is Justin Shimp. Justin has four young children and currently resides in Nelson County, Virginia. He runs an engineering consulting business, Shimp Engineering, which has 7 employees, with an office at 912 East High Street. Most of Shimp Engineering's clients are in the Charlottesville-Albemarle area. Justin grew up in Amherst, Virginia, and had working class parents who raised him in an environment where goats and pigs would often roam freely. Justin identifies with the farming tradition of the Hogwaller community and is very excited to bring farming back to the area.

Justin's wife, Oliwia Shimp, manages a 14-unit apartment complex in Nelson County that the Shimps own together. All 14 units are affordable as defined by the City of Charlottesville's regulations. Oliwia would manage the currently proposed apartments.

Want to voice your opinion of the project or have further questions?

Attachment D

We would love to answer any other questions you may have! You can message this page or contact the following individuals:

- Kelsey Schlein at kelsey@shimp-engineering.com, or
- Nicole Scro at nscro@gallifreyenterprises.com

The project is scheduled to go before City Council sometime in February of 2019. You can sign up to speak about the project at the beginning of the meeting (usually 6:30 pm). You will be limited to 3 minutes. If you miss the ability to sign up at the beginning of the meeting, Councilors will call for anyone who has not signed up to speak to come forward.

You may also contact Councilors directly at the below e-mail addresses, or you can reach all of them at council@charlottesville.org:

- Nikuyah Walker, Mayor, nwalker@charlottesville.org
- Heather Hill, Vice-Mayer, hhill@charlottesville.org
- Wes Bellamy, wbellamy@charlottesville.org
- Kathy Galvin, kgalvin@charlottesville.org
- Mike Signer, [msigner@charlottesville.org](mailto:m signer@charlottesville.org)

Attachment E



February 25, 2019

To: Charlottesville City Council

From: Justin Shimp, Trustee Franklin Street Land Trust III

RE: 918 Nassau Street Apartments and Urban Farm

In response to feedback from members of City Council, we would like to request a modification to Proffer 2 in the Proffer Statement dated February 15, 2019, increasing the period of time of affordability from twelve (12) years to twenty (20) years. Thank you for your consideration.

Sincerely,



Justin M. Shimp

Attachment E

Original Proffers _____
Amendment _____

PROFFER STATEMENT

Rezoning: 918 Nassau Street
Tax Map and Parcel Number: 61-79 (portion), 61-79.17, 61-79.18, 61-79.19, and 61-79.201

Owner: Franklin St. Land Trust III; Justin M. Shimp, Trustee
PO Box 8147
Charlottesville, VA 22906

Date of Proffer Signature:

Subject properties to be rezoned from R-2 to HW

Franklin St. Land Trust III is the owner (“the Owner”) of Tax Map Parcels 610079000, 610079170, 610079180, 610079190, and 610079201 (collectively, “the Property”) in the City of Charlottesville, Virginia. The Property is the subject of rezoning application ZM18-00001 to allow for development of a project known as “918 Nassau Street” (“the Project”).

Pursuant to Division 4 of the City of Charlottesville Zoning Ordinance (Chapter 34 of the City of Charlottesville Code), the Owner hereby voluntarily proffers the conditions listed below which shall be applied to the Property if it is rezoned to the requested zoning district, highway commercial (HC). These conditions are proffered as part of the requested rezoning and the Owner acknowledges that the conditions are reasonable. Each signatory below signing on behalf of the Owner covenant and warrant that it is an authorized signatory of the Owner for this Proffer Statement

- 1. HEIGHT OF BUILDINGS AND STRUCTURES:** any buildings and structures located on the Subject Property shall not exceed thirty-five (35) feet in height. (Height is to be measured in accordance with City Code §34-1100 in effect as of the date this ordinance takes effect, which specifies that height, when applied to a building or structure, shall refer to the vertical distance measured perpendicularly from grade to the highest point on such building or structure).
- 2. AFFORDABLE HOUSING:** if a special use permit is approved by City Council authorizing development of the Subject Property at a residential density of up to thirty-two (32) dwelling units per acre, then the Landowner shall reserve ten percent (10%) of the dwelling units built on the Subject Property for on-site, for-rent, affordable dwelling units (as defined below). These on-site ADUs will remain affordable for a period of twenty (20) years from the date of issuance of a certificate of occupancy for the third on-site ADU. Administration of the on-site ADUs (“Administration”) shall be conducted according to the terms described below.

Attachment E

- a. On-site, for-rent affordable dwelling units (“on-site ADU’s”): each of the on-site ADUs shall be rented at a rate that makes the unit affordable to a household having an income of not more than fifty percent (50%) of the area median income (AMI) for the Charlottesville Metropolitan Area, as such AMI is published annually by the United States Department of Housing and Urban Development (HUD).
- b. Administration of on-site ADU’s: the Landowner shall be responsible for assuring that administration of the on-site ADUs shall be conducted in a manner such that books and records will be kept to document the following:
 - i. Section 8 voucher holders will have first priority to rent any available on-site ADU’s;
 - ii. The owner of each of the on-site ADU’s shall verify that the household income of the person(s) to whom the on-site ADU is rented is not more than fifty percent (50%) of the area median income (AMI) for the Charlottesville Metropolitan Area; and
 - iii. Upon request, the owner of any on-site ADU shall provide a written report to the zoning administrator, accompanied by evidence of the owner’s efforts and results in complying with the requirements of subparagraphs (i) and (ii), above.

3. LAND USES— ZM18-00001

- a. **Gross Floor Area:** the gross floor area (GFA) of any single commercial use shall not exceed two thousand (2,000) square feet. This restriction shall not be interpreted to prohibit the GFA of multiple commercial uses, in the aggregate, from exceeding 2,000 square feet.
- b. **Permitted Uses:** the Subject Property may be used only for the following; any uses other than those listed below shall be prohibited:
 - i. Residential and related uses.
 1. By right: accessory buildings, structures and uses (residential); multifamily dwellings; residential occupancy (maximum 4 unrelated persons); residential treatment facility (1-8 residents);
 2. With a provisional use permit: home occupations;
 - ii. Commercial uses (each limited to a maximum GFA of 2,000 SF, in accordance with 3.a., above, except as otherwise noted):
 1. By right: accessory buildings, structures and uses (nonresidential); art studio; art workshop; wholesale bakery; attached communications facilities using utility poles as the attachment

Attachment E

structure; attached communications facilities not visible from any adjacent street or property; daycare facility; micro-producers; surface parking lot (19 or fewer spaces); photography studio; indoor health/sports clubs, tennis clubs swimming clubs, yoga studios, dance studios, skating rinks, recreation centers, etc.; technology-based businesses; consumer service businesses; greenhouses/ nurseries; convenience store; grocery store; retail stores; property management office, ancillary to multifamily dwelling use; parking garage, ancillary; surface parking lot (20 or more spaces), ancillary;

2. By special use permit: farmer's market; parking garage (non-ancillary); outdoor parks, playgrounds, ball fields, ball courts, swimming pools, picnic shelters, etc. (private);
3. With a provisional use permit: mobile food units;
4. With a temporary use permit: temporary outdoor sales (flea markets, craft fairs, promotional sales, etc.); temporary outdoor assemblies (outdoor church services, etc.);

iii. Other uses:

1. By right: house of worship (maximum GFA of 2,000 SF) ; utility lines;
2. By special use permit: utility facilities.

Attachment E

OWNER:

Franklin St. Land Trust III
(to be signed upon final submission of proffer statement)

By: Justin M. Shimp
Title: Trustee

Attachment E

The undersigned Owner hereby proffers that the use and development of the Property shall be in conformance with the proffers and conditions herein above. This document shall supersede all other agreements, proffers or conditions that may be found to be in conflict. The Owner agrees that all proffers shall be binding to the property, which means the proffers shall be transferred to all future property successors of the land.

WITNESS the following signature:

Franklin St. Land Trust III

By: Justin M. Shimp
Title: Trustee



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Charlottesville, to wit:

The foregoing instrument was acknowledged before me this 25 day of February 2019
by Justin Shimp, Trustee of Franklin St. Land Trust III.

My Commission expires: 3/31/2022

Nicole Scro
Notary Public

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



Agenda Date:	March 18, 2019
Action Requested:	Consideration of a Special Use Permit Application
Presenter:	Matt Alfele, City Planner
Staff Contacts:	Matt Alfele, City Planner
Title:	SP-18-00004 918 Nassau Street

Update:

City Council held a Public Hearing on this item at their meeting on February 19, 2019. The applicant has voluntarily amended their Proffer statement (ZM-18-00001) and provided additional information. The amended Proffer statement reduces singular commercial uses to a gross floor area maximum of 2,000 square feet, limits house of worship gross floor area to a maximum of 2,000 square feet, and extends the minimum time period for on-site affordable dwelling units to twenty years. The applicant is also planning to provide a business plan for the running of the nonprofit portion of the development. Updates in the memo are noted in red.

Background:

Justin Shimp has submitted an application seeking approval of a Special Use permit (SUP) for a portion of Tax Map 61 Parcel 79, Tax Map 61 Parcels 79.16, 79.17, 79.18, & 79.19, 918 Nassau Street (Subject Properties). The SUP application proposes a density of 32 Dwelling Units Acres (DUA) per City Code Sec. 34-740. The applicant is requesting a SUP for a proposed development that contains a mix of one and two bedrooms dwelling units, not to exceed thirty (30) units, split between two (2) three-story buildings. The development is being proposed as an urban farm and will accommodate a 1,280 square foot greenhouse and a 600 square foot retail farm store. Additional parking, farm sheds (not to exceed 600 square feet), and agricultural fields supporting the development are proposed on an adjacent 7.52 acre county parcel.

In addition to the Special Use Permit Application, has submitted a rezoning petition for Tax Map 61 Parcels 79.17, 79.18, & 79.19, 918 Nassau Street, and a portion of Tax Map 61 Parcel

79 (Subject Properties). The rezoning petition proposes a change in zoning from the existing R-2 Two-family Residential to HW Highway Corridor with proffered development conditions. For additional information on the Rezoning request, see ZM-18-00001.

Discussion:

The Planning Commission discussed this matter at their April 10, 2018, October 9, 2018, October 30, 2018, and December 11, 2018 meetings. During these meetings the Commission had concerns with rezoning the subject property to HW without any assurances any future development would have a residential component. Public access to Moores Creek, stormwater management, and impacts to the floodplain were also discussed by the Planning Commission. During the October 30th work session, the Planning Commission outlined additional areas of concern the applicant needed to address.

- The name of the development.
 - The Human Rights Commission held a meeting on November 15, 2018 and discussed the name of the development and any derogatory connotation it might have. Below are their recommendations:
 - Planning Commission members should engage the residents of the Hogwaller neighborhood to see what they think about the development name.
 - If the Planning Commission feels strongly about using the name, that it be called Waller Farms and not Hogwaller.
 - The development could be called something else but a historic plaque be added in the area to acknowledge the neighborhood name.
- Concern with the size of any future by-right commercial or retail development.
 - The applicant updated their proffer statement to reflect a 4,000sqft gross floor maximum for any singular commercial use on site.
- Concern with “Convenience Store” use and what that could be.
 - Staff recommended to the applicant to request a Zoning Determination from the Zoning Administrator on what a “Convenience Store” is. No action was taken on this recommendation.
- Concern over Special Uses that remained in the proffered use matrix.
 - Staff consulted with the City Attorney’s Office and it was determined that SUPs could be removed from a proffered use matrix. The applicant updated their proffer statement to remove all SUPs, with the exception of Utility Facilities, Farmer’s Markets, and Outdoor Parks.
- Concern not enough affordable units would be provided within the development.
 - The applicant updated their proffer statement related to affordable housing.
- Concern with how stormwater will be handled for the development.
 - Staff updated their analysis and can be viewed on page 11 of the SUP Staff Report.

During the Public Hearing on December 11th, the Planning Commission questioned the location of the floodplain limits and the impact this development could have on it and the local watershed. Although the development proffers 10% affordable units (based on the number of units planned for development this would equal 3 affordable units at 50% AMI

for 12 years), this number was not considered sufficient to some members of the Commission.

Alignment with City Council’s Vision and Strategic Plan:

If City Council approves the rezoning request, the project could contribute to **Goal 4: A Strong, Creative and Diversified Economy, 4.2 Attract and cultivate a variety of businesses**, and the City Council Vision of *Quality Housing Opportunities for All*.

Community Engagement:

On September 11, 2017 the applicant held a community meeting at Clark Elementary. The applicant gave an overview of the project as it related to the need for a rezoning and a SUP. The community voiced the following concerns with the proposed development:

- View from Linden Avenue could be blocked.
- The development could have an adverse impact on Moores Creek.
- What type of development could happen in the floodplain?

Other comments included:

- Appreciation for proposing an initiative “urban farm”.
- Providing affordable units.

On April 10, 2018 the Planning Commission held a joint Public Hearing with City Council. Two (2) members of the public spoke and expressed the following:

- The development should provide a trail to Moores Creek.
- Any development should not include bringing in fill to the floodplain.
- Concerned the applicant is only looking for density and will not provide any amenities or farm.

On October 9, 2018 the Planning Commission held a joint Public Hearing with City Council. Four (4) members of the public spoke and expressed the following:

- Concerns with any development in the Floodplain.
- Concern with traffic and a large building near single family homes.

Other comments included:

- The concept of a small urban scale farm with hosing is interesting, but more information is need on how it could impact the environment.

On October 30, 2018 the Planning Commission held a Work Session and seven (7) members of the public spoke. They expressed the following:

- Concerns that the development will not have enough public amenities like trees and benches.
- How will stormwater be managed on site?
- Development should not happen in the floodplain.
- The soil needs to be tested prior to development.

Other comments included:

- The City needs more affordable housing and this development will provide that.

- Regulations and codes currently in place will result in this being a good development that will have no impact on the environment.
- A lot of the younger population that lives near the proposed development are excited about it and believe it will be good for the City.

On December 11, 2018 the Planning Commission held a Public Hearing and six (6) members of the public spoke. All six speakers expressed concerns with building in a floodplain. The speakers believed this area should be left undeveloped and act as a buffer to wetlands and Moores Creek.

On February 19, 2019 City Council held a Public Hearing and six (6) members of the public spoke. Three of the speakers expressed concern with building in an area within or effecting the floodplain. Other speaks expressed support for the development and the positive impact it would have on the neighborhood.

Staff received a number of emails regarding this project and they have been forwarded to Planning Commission and City Council. The main concern noted is related to opposition to development in or near floodplains and wetlands. The building massing along Nassau was also an apprehension.

Budgetary Impact:

This has no impact on the General Fund.

Recommendations:

The Planning Commission took the following action:

Mrs. Dowell moved to recommend denial of this application for a Special Use Permit for the subject properties in the R-2 zone.

Mr. Solla-Yates seconded the motion

- Mrs. Green, Yes
- Mrs. Dowell, Yes
- Mr. Lahendro, Yes
- Mr. Solla-Yates, No
- Mr. Stolzenberg, No

The motion passed 3 – 2 to recommend denial of the SUP application to City Council.

The Planning Commission also recommend that should City Council approved the SUP, consideration should be given to staff's conditions with legal clarifications made.

Additional Information

After the Planning Commission's Public Hearing on December 11, 2018 the applicant made adjustments to the SUP materials. These changes were based on information the applicant heard from staff, Planning Commission and the community. These changes have been reviewed by staff and do not materially alter the application. The changes include:

- Changing the name of the development to 918 Nassau St.
- Changing the allotment of units to a mix of one and two-bedroom units.
- Additional information on the articulation of the building along Nassau St., transect, and massing.
- Additional information on the grading plan and floodplain location per LOMR-16-03-1207P.

After reviewing this information staff has made adjustments to the proposed conditions on the SUP. The updated information is only related to the SUP and no changes were made to the Rezoning application.

Alternatives:

City Council has several alternatives following a public hearing:

- (1) by motion, deny the requested SUP as recommended by the Planning Commission;
- (2) by motion, take action to approve the attached resolution granting the SUP;
- (3) by motion, request changes to the attached resolution, and then approve the SUP; or
- (4) by motion, defer action on the SUP.

Attachments:

A. Resolution

B. Link to the Staff Report and background information from the December 11, 2018 Planning Commission meeting:

<http://www.charlottesville.org/home/showdocument?id=63739>

(Staff Report begins on page 69)

C. UPDATED. Letter from the applicant outlining changes to the SUP materials.

D. UPDATED. Site Plan dated January 28, 2019.

E. UPDATED. Nassau St. Residence Building Height Diagram.

F. UPDATED. Nassau St. Residence Plan Diagram.

G. UPDATED. Nassau St. Residences Streetscape.

Petition, letter of Support, and FAQ are attachment C and D in the rezoning application

**RESOLUTION
GRANTING A SPECIAL USE PERMIT
FOR A MIXED USE DEVELOPMENT
KNOWN AS “918 NASSAU STREET”**

WHEREAS, Justin M. Shimp, Trustee of the Franklin Street Land Trust III (“Landowner”) has applied for a special use permit (“Application”) for property identified on City Tax Map 61 as Parcels 79.16, 79.17, 79.18, 79.19, and 79.201 (Parcel 79.201 having an address of 918 Nassau Street) and also property identified on City Tax Map 61 as Parcel 79 (collectively, the various parcels are referred to herein as the “Subject Property”); and

WHEREAS, the zoning classification of the Subject Property is Highway Corridor Mixed Use, subject to proffered development conditions; and

WHEREAS, the purpose of the Application for this special use permit is to allow construction of a specific mixed use development within the Subject Property consisting of the following, as depicted within the Application: two (2) three-story multifamily dwellings containing, between them, up to 30 individual dwelling units consisting of a mix of one- and two-bedroom units); a greenhouse (GFA up to 1,280 SF) and a retail farm stand (GFA up to 600 SF) (collectively, the “Project”). The Project is more particularly described within the materials accompanying the Application, as revised through January 28, 2019 (including a site development plan for the Project revised through January 23, 2019), and the Project is one component of a larger urban farm development, a portion of which is located within Albemarle County; and

WHEREAS, a public hearing on the Application was conducted jointly by the Planning Commission and City Council on October 9, 2018, following notice to the public and to adjacent property owners as required by law, and thereafter, the Planning Commission considered the matter further at their October 30, 2018 work session and an additional public hearing December 11, 2018; thereafter, on December 11, 2018, the Planning Commission recommended that the Application should be denied; and

WHEREAS, based on the representations, information, and materials included within the Application, and upon consideration of the information and analysis set forth within the Staff Report(s), consideration of the factors set forth in City Code §34-157, consideration of the recommendation of the Planning Commission, and consideration of the comments received at each of the public hearings, this Council finds that the Project is appropriate in the location requested and may be approved subject to suitable regulations and safeguards. The approval of the Project described in the materials does not prohibit the uses allowed by-right in the Highway Corridor Mixed Use District, subject to applicable development conditions;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, **THAT** a Special Use Permit is hereby granted to authorize the construction of the Project on the Subject Property, subject to the following conditions:

1. The residential density within the Subject Property shall not exceed thirty-two (32) dwelling units per acre, calculated with respect to the entire area (approximately 40,946 square feet) of the Subject Property.
2. The design, height, setbacks and other characteristics of the development shall remain essentially the same, in all material aspects, as described within the application materials dated January 28, 2019. These documents include the site plan, streetscape document, and plan diagram (the "Application Materials"). Except as the design details of the development may subsequently be modified to comply with staff comments, or by any other provision(s) of these SUP Conditions, any change of the key elements of the development that is inconsistent with the application shall require an amendment of this SUP. Key elements of this design specifically include the following:
 - a. Two (2) multi-family residential buildings containing a mix of one- and two-bedroom units.
 - b. Modification of front yard setback to accommodate the layout of buildings as presented in the Application Materials, which shows a required minimum front yard setback of eight (8) feet and no maximum front yard requirement. This modification is approved by City Council pursuant to City Code sec. 34-162. In addition, the Application Materials depict sufficient space along Nassau Street to provide for a five-foot wide public sidewalk and a six-foot wide planting strip for street trees; these areas and improvements shall be depicted on the final site plan for the Project.
 - c. Articulation of the building fronting on Nassau Street as represented in the Application Materials, which shows that there shall be a 1 and ½ foot break in the plane of the building at least every 64 feet.
 - d. Parking located behind the building and not visible from the City's right-of-way.
3. The greenhouse shall be screened from adjacent parcels zoned R-2, through installation of an S-2 Screening in accordance with City Code sec. 34-871.
4. All outdoor lighting and fixtures shall be full cut-off luminaires and shielded in a manner to direct all light downward.
5. Landowner shall provide bicycle storage facilities for the multifamily dwellings, in such number as is required by City Code sec. 34-881(2) or the most-current bicycle storage requirements within the City Code as of the date of final site plan approval.
6. A trash facility shall be provided within the Subject Property, screened in accordance with standards in City code sec. 34-872(b)(2).
7. The Project shall provide a separate ingress and egress for farm equipment, trucks and deliveries to the portion of the development located within Albemarle County. If ingress and

egress cannot be accommodated separately from access to the Project that is the subject of this special use permit, then the Landowner shall provide, as part of its final site plan, a comprehensive Traffic Plan that will safely accommodate both residential and agricultural traffic (farm equipment, trucks, deliveries) in accordance with sound engineering standards.

8. The Landowner will work with in good faith to facilitate access to Moore's Creek by residents of the multifamily dwellings as well as other members of the public, as is depicted on the City's Bicycle and Pedestrian Plan (as updated through September 8, 2015). Nothing herein shall be construed to imply that the Landowner shall construct such improvements.
9. The Landowner will identify and delineate wetlands located on the Subject Property, in accordance with Army Corps of Engineers standards. The delineated wetlands shall be depicted on the final site plan for the Project, and within any erosion and sediment control and stormwater management plans for the Project, and documentation of the delineation shall be included with all such plans.
10. The Landowner will prepare one unified stormwater management plan ("Common Plan of Development or Sale") inclusive of development on the Subject Property as well as development within adjacent property located in Albemarle County (approximately 7.52 acres) as described within Albemarle County rezoning application number ZMA 2017-07 as Albemarle County Tax Map Parcel Number 07700-00-00-020000. The Landowner shall, no fewer than twenty-one (21) days prior to submitting its proposed stormwater management plan for the Common Plan of Development or Sale to either the City or the County, contact both jurisdictions and make a written request for them to provide information as to how review of the Common Plan of Development or Sale will be conducted, and request that, if possible, Virginia Department of Environmental Quality ("DEQ") serve as the reviewing authority for the plan (including, without limitation, making decisions on any request for use of nutrient credits under Virginia Code §62.1-44.15:35). If no response to the Landowner's written request is received within 21 days, or if neither the City nor the County instructs the Landowner otherwise, the entire Common Plan of Development or Sale shall be submitted to both the City and the County for review, *in toto*, by each jurisdiction, subject to timelines and procedures required by applicable state and local laws as of the date the plan is submitted. Any stormwater management plan submission that includes a proposal to utilize nutrient credits or other off-site options in contravention of local water-quality based limitations must include a written justification from the applicant consistent with the provisions of Virginia Code §62.1-44.15:35. The Landowner shall not utilize nutrient credits or other off-site options to meet water quality requirements unless its proposal is approved by (i) both the City and County VESMP authorities (if the local authorities serve as the plan reviewer) or (ii) by DEQ (if DEQ serves as plan reviewer).



Mr. Matt Alfele, Planner
Neighborhood Development Services
City of Charlottesville
610 E Market St.
Charlottesville, VA 22902

January 28, 2019

RE: 918 Nassau St.

Dear Mr. Alfele,

Please consider the following minor revisions to the 918 Nassau St. application, formerly known as “Hogwaller Farms.” It is our understanding the revisions to the plan are minor and do not materially alter the application. The revisions include updated information on the application plan to ensure all information on the cover sheet is accurate when the project goes to a City Council public hearing.

Please find the following revisions shown on the application plan. Below each revision is a justification for the revision.

- The Owner/Developer information on the cover sheet (Sheet C1) has been updated to reflect the current owner.
 - Justification: Property ownership has changed since the project was first submitted. The current property owner was the contract purchaser earlier in the application process.
- The plan name has been revised from “Hogwaller” to 918 Nassau St.
 - Justification: After several conversations with neighbors and a meeting with the Charlottesville Human Rights Office, it was decided the name should be changed.
- The proposed use on the cover sheet has been revised to say, “A mixture of one and two bedroom apartments; Gross Residential Density: 30 Units/.94 Acres = 32 Units per Acre; Retail: Farm Stand; Greenhouse on Site.” Specificity about unit type has been removed.
 - Justification: The former note provided for eighteen (18) one bedroom units and twelve (12) two bedroom units. The developer may wish to provide a different mixture of one and two bedroom units, for example, to provide fifteen (15) one bedroom and fifteen (15) two bedroom units. Additionally, the specificity of the unit type has been removed to ensure the design can comply with all applicable ADA regulations.

Attachment C

- The building footprint of the apartment building adjacent to Nassau Street has been revised to show a 1.5' offset along the front and rear façade.
 - Justification: Along the front façade a horizontal plane break is shown every sixty (60) linear feet. This design detail enables the front building façade to interact with the street in a manner that does not compromise the pedestrian experience. This is because the building is no longer a single unbroken wall and is now shown as offset every 60'. Additionally, the staircases shown in plan view on the buildings are intended to be designed as breezeways, further breaking up the front facing façade of the building.
- The date on the site plan has been updated to reflect the date of the minor revisions.
- The grading plan has been updated to show more detail including the location of the floodplain per LOMR 16-03-1207P and the location of the floodplain after site work is complete.
- A section view of Nassau Street has been provided to show the proposed building's relationship to the street with an 8' setback.
 - Justification: This exhibit shows the 35' building and proposed frontage improvements adjacent to Nassau Street. With an 8' setback there is sufficient space to accommodate streetscape improvements including a 5' sidewalk and a 6' planting area for street trees.
- A transect of Nassau Street has been provided.
 - This exhibit provides additional context for the height of the proposed building fronting on Nassau in relation to existing and proposed residences on Nassau. The exhibit includes the heights of the proposed Land Trust and Habitat for Humanity residences.

Thank you for your review of this letter. Please contact us with any questions you may have.

Regards,

Justin Shimp

Contact: Justin@shimp-engineering.com

Cc: Kelsey@shimp-engineering.com

(434) 227-5140

SITE DEVELOPMENT PLAN FOR 918 Nassau St.

TAX MAP 61, PARCELS 79.79.16, 79.17, 79.18, 79.19, 79.20
CITY OF CHARLOTTESVILLE, VIRGINIA

LEGEND		
EXIST	NEW	DESCRIPTION
16" TC	x 12" TC	TOP OF CURB ELEVATION
16"	x 12"	SPOT ELEVATION
16" TW	x 12" TW	TOP OF WALL ELEVATION
16" BW	x 12" BW	BOTTOM OF WALL ELEVATION
		BENCHMARK
		STORM SEWER
		ROOF DRAIN
		SEWER LINE
		WATER LINE
		GAS LINE
		OVERHEAD ELECTRIC WIRE
		UNDERGROUND ELECTRIC
		OVERHEAD TELEPHONE LINE
		UNDERGROUND TELEPHONE LINE
		DRAIN INLET (DI)
		STORM/SANITARY MANHOLE
		PLUG
		WATER VALVE & BOX
		FIRE HYDRANT
		WATER METER
		LIGHT POLE
		UTILITY POLE
		PROPERTY LINE
		ADJACENT PROPERTY LINE
		VACATED PROPERTY LINE
		BUILDING SETBACK
		PARKING SETBACK
		SANITARY EASEMENT
		GRADING EASEMENT
		DRAINAGE EASEMENT
		UTILITY EASEMENT
		WATER EASEMENT
		ACCESS EASEMENT
		STORM DRAINAGE EASEMENT
		TREE LINE
		FENCE
		STREAM
		INTERVAL CONTOUR
		INDEX CONTOUR
		STANDARD 6" CURB
		COMBINATION 6" CURB & GUTTER
		CONCRETE PAVEMENT / SIDEWALK
		RIPRAP
		ASPHALT
		GRASS
		EC-2 MATTING
		EC-3 MATTING
		WETLAND
		COMPACT PARKING
		CROSSWALK
		HANDICAP ACCESSIBLE AISLE
		CG-12
		HANDICAP PARKING

NOTE:
1. THE SIZE OF THE SYMBOLS MAY VARY FROM WHAT IS SHOWN.

VICINITY MAP SCALE: 1"=1000'

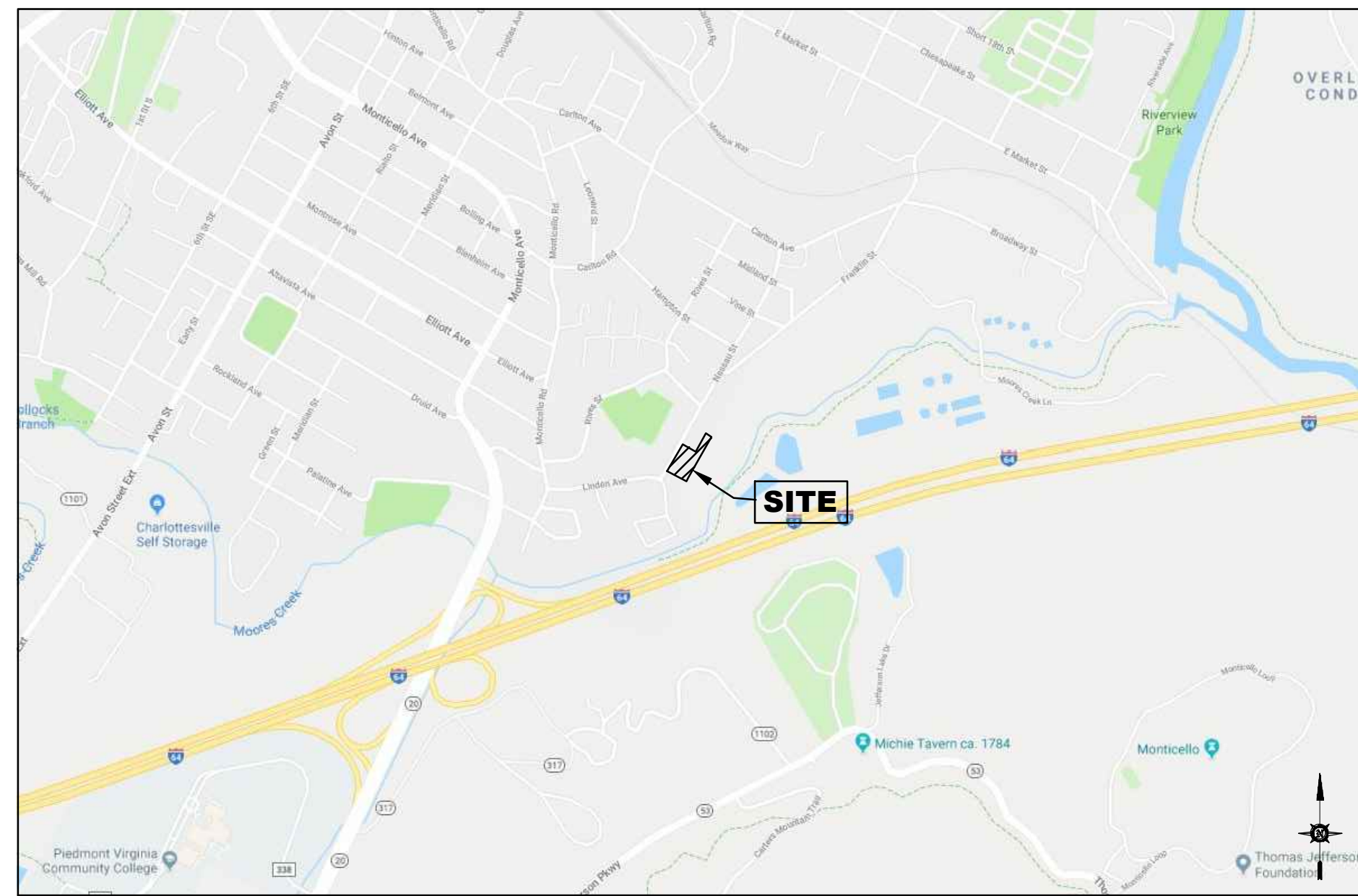


IMAGE PROVIDED BY GOOGLE MAPS

SHEET INDEX

SHEET C1 - COVER SHEET
SHEET C2 - CONTEXT PLAN
SHEET C3 - EXISTING CONDITIONS
SHEET C4 - SITE PLAN

NOTES

- All excavation for underground pipe installation must comply with OSHA Standards for the Construction Industry (29 CFR Part 1926).
- The location of existing utilities across or along the line of the proposed work are not necessarily shown on the plans and where shown based on "MISS UTILITY" markings and are only approximately correct. The contractor shall locate all underground lines and structures as necessary.
- The contractor shall verify the locations of all boundaries, buildings, existing elevations, vegetation and other pertinent site elements. Contractor shall immediately report any discrepancies to the engineer of record.
- The contractor shall be responsible for notifying "MISS UTILITY" - 1-800-552-7001.
- Any damage to existing utilities caused by the contractor or its subcontractors shall be the contractor's sole responsibility to repair. This expense is the contractor's responsibility.
- All paving, drainage related materials and construction methods shall conform to current specifications and standards of the City of Charlottesville unless otherwise noted.
- An erosion and sediment control plan is required with this site plan.
- All slopes and disturbed areas are to be fertilized, seeded and mulched. The maximum allowable slope is 2:1. Where it is reasonably obtainable, lesser slopes of 3:1 or better are to be achieved.
- Paved, rip-rap or stabilization mat lined ditch may be required when in the opinion of the Engineer it is deemed necessary in order to stabilize a drainage channel.
- All traffic control signs shall conform to the 2011 Virginia Supplement to the 2009 Manual on Uniform Control Devices.
- Unless otherwise noted all concrete pipe shall be reinforced concrete pipe - Class III.
- All material inside concrete forms shall be clean and free of all rocks and other loose debris. Sub-base material shall be compacted by mechanical means. Remove all standing water from area inside forms.
- Concrete and asphalt shall not be placed unless the air temperature is at least 40 degrees in the shade and rising. Material shall not be placed on frozen subgrade.
- All existing curbs, curb and gutters and sidewalks to be removed shall be taken out to the nearest joint.
- Existing asphalt pavement shall be saw cut and removed as per VDOT Road and Bridge Specifications 2007. Removal shall be done in such a manner as to not tear, bulge or displace adjacent pavement. Edges shall be clean and vertical. All cuts shall be parallel or perpendicular to the direction of traffic.
- The contractor shall exercise care to provide positive drainage to the storm inlets or other acceptable drainage paths in all locations.
- Contact information for any necessary inspections with City, E&S Inspector, NDS- 970-3182 (for the E&S inspections) Project Inspectors, NDS-970-3182 (for other construction items like sidewalk, pavement patches, road, storm sewer etc) Water and Sanitary Sewer-Public Works 970-3800 Street cut, Public Works 970-3800 Other public ROW issues-City Engineer 970-3182.
- Any sidewalk and/or curb damage identified in the site vicinity due to project construction activities as determined by City inspector shall be repaired at the contractor's expense.
- A temporary street closure permit is required for closure of sidewalks, parking spaces and roadways and is subject to approval by the City Traffic Engineer.

OWNER/DEVELOPER

JUSTIN SHIMP, TRUSTEE FRANKLIN SREET LAND TRUST III
912 E HIGH ST.
CHARLOTTESVILLE, VA 22902

ZONING

HW: 61-79.16
R-2: 61-79.16, 61-79.17, 61-79.18, 61-79.19, 61-79.20

LEGAL REFERENCE

TMP 61-79.16, 61-79.17, 61-79.18, 61-79.19, D.B. 2015.4754
TMP 61-79.201; D.B. 713.190
TMP 61-79; D.B. 1188.252

SOURCE OF BOUNDARY & TOPO

Boundary information obtained from plat of record
Topography information obtained from City of Charlottesville GIS

BUILDING HEIGHT

Maximum Building Height Allowed in HW: 80'
Proffered Maximum Building Height: 35'
Maximum Proposed Building Height: 35'

BUILDING SETBACKS

Front Primary Street: 5' Min.
Side Adjacent to HW: None Required
Side Adjacent to R-2 Low Density Residential: 20' Min.

EXISTING USE

Low Density Residential

PROPOSED USE

A mixture of one and two bedroom apartments
Gross Residential Density:
30 Units/94 Acres = 32 Units Per Acre
Retail: Farm Stand
Greenhouse on Site

LAND USE SCHEDULE

EXISTING	Area	%
Impervious area	2,268 SF	4%
Open space	52,567 SF	96%
Total=	54,825 SF (1.26 ac.)	

PROPOSED	Area	%
Buildings	9,580 SF	17.4%
Pavement	12,815 SF	23.3%
Sidewalk	1,207 SF	2.3%
Impervious area	23,582 SF	43.0%
Open Space	31,243 SF	57.0%
Total=	54,825 SF (1.26 ac.)	

LAND DISTURBANCE

0.80 acres of total land disturbance is proposed with this plan.

CITY PERMITS

- The contractor shall be responsible for obtaining a street cut permit from the City.
- A Temporary Street Closure Permit is required for closure of sidewalks, parking spaces and roadways and is subject to approval by the City Traffic Engineer. The contractor contact information will be provided with the final plans.

SIGNS

All signs and pavement markings shall conform with the latest edition of the MUTCD Guidelines.

FIRE MARSHAL'S NOTES

SITE PLAN:

- VSFPC 505.1- The building street number to be plainly visible from the street for emergency responders.
- VSFPC 506.1 - An approved key box shall be mounted to the side of the front or main entrance.
- VSFPC 506.1.2 - An elevator key box will be required if the building has an elevator.
- VSFPC 507.5.4 - Fire hydrants, fire pump test header, fire department connections or fire suppression system control valves shall remain clear and unobstructed by landscaping, parking or other objects.
- VSFPC 503.2.1 - Overhead wiring or other obstructions shall be higher than 13 feet 6 inches.
- VSFPC 3312.1 - An approved water supply for fire protection shall be made available as soon as combustible material arrives on the site. Fire hydrants shall be installed and usable prior to the start of any building construction.
- All pavement shall be capable of supporting fire apparatus weighing 85,000 lbs.
- Required vehicle access for fire fighting shall be provided to all construction or demolition sites. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
- Buildings four or more stories in height shall be provided with not less than one standpipe for use during construction. Such standpipes shall be installed when the progress of construction is not more than 40 feet in height above the lowest level of fire department access. Such standpipe shall be provided with fire department hose connections at accessible locations adjacent to usable stairs. Such standpipes shall be extended as construction progresses to within one floor of the highest point of construction having secured decking or flooring.

CONSTRUCTION & DEMOLITION:

- VSFPC 310.3: 310.5 - Smoking to be allowed in only designated spaces with proper receptacles.
- VSFPC 3304.2 - Waste disposal of combustible debris shall be removed from the building at the end of each workday.
- IFC 1410.1-Access to the building during demolition and construction shall be maintained.
- VSFPC 3304.6 - Operations involving the use of cutting and welding shall be done in accordance with Chapter 35, of the Virginia Statewide Fire Prevention Code, addressing welding and hotwork operations.
- VSFPC 3315.1 - Fire extinguishers shall be provided with not less than one approved portable fire extinguisher at each stairway on all floor levels where combustible materials have accumulated.
- VSFPC 3310.1 - Required vehicle access for fire fighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections, if any. Vehicle access shall be maintained until permanent fire apparatus access roads are available.

FLOOD ZONE

Limits of 100-year flood are shown herein in accordance with FEMA Flood Insurance Rate Maps 510033 0288D and 510033 0289D. Effective date of these maps is February 4, 2005.

ELECTRIC / TELEPHONE / CABLE TV

If feasible, all new service lines for electricity, telephone and cable TV are to be installed underground. Care is to be taken to assure their location does not conflict with any other aspects of the proposed site plan.

PARKING SCHEDULE

Required Parking:
1 space per 1-2 bedroom residential unit. = 30 Units X 1 = 30 Spaces Req.
Accessible Parking: 1 Spaces Per 25 Total Req. = 30/25 = 2 Spaces
Total Required: 30 Spaces

Provided Parking:
38 Spaces Total Provided
Accessible spaces to be provided with later submittal.

Bike Parking:
1 space per 2 residential units = 30 Units X 0.5 = 15 Spaces Req.
Bike parking spaces to be provided with later submittal.

ITE TRIP GENERATION

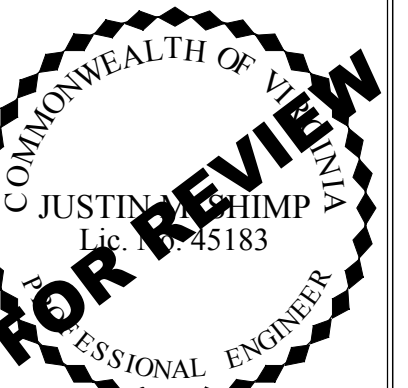
Use Description	ITE	Qty	AM			PM		
			in	out	Total	in	out	Total
Multifamily Housing	220	30	5	13	18	12	9	21
Nursery (Garden Cent)	817	1000 sf	4	4	8	4	4	8
Agricultural			8	2	10	0	0	0
Total			17	19	36	16	13	29

APPROVALS:

DIRECTOR OF NEIGHBORHOOD DEVELOPMENT SERVICES

DATE

SHIMP ENGINEERING, P.C.
ENGINEERING - LAND PLANNING - PROJECT MANAGEMENT
PHONE: (434) 227-5140
JUSTIN@SHIMP-ENGINEERING.COM



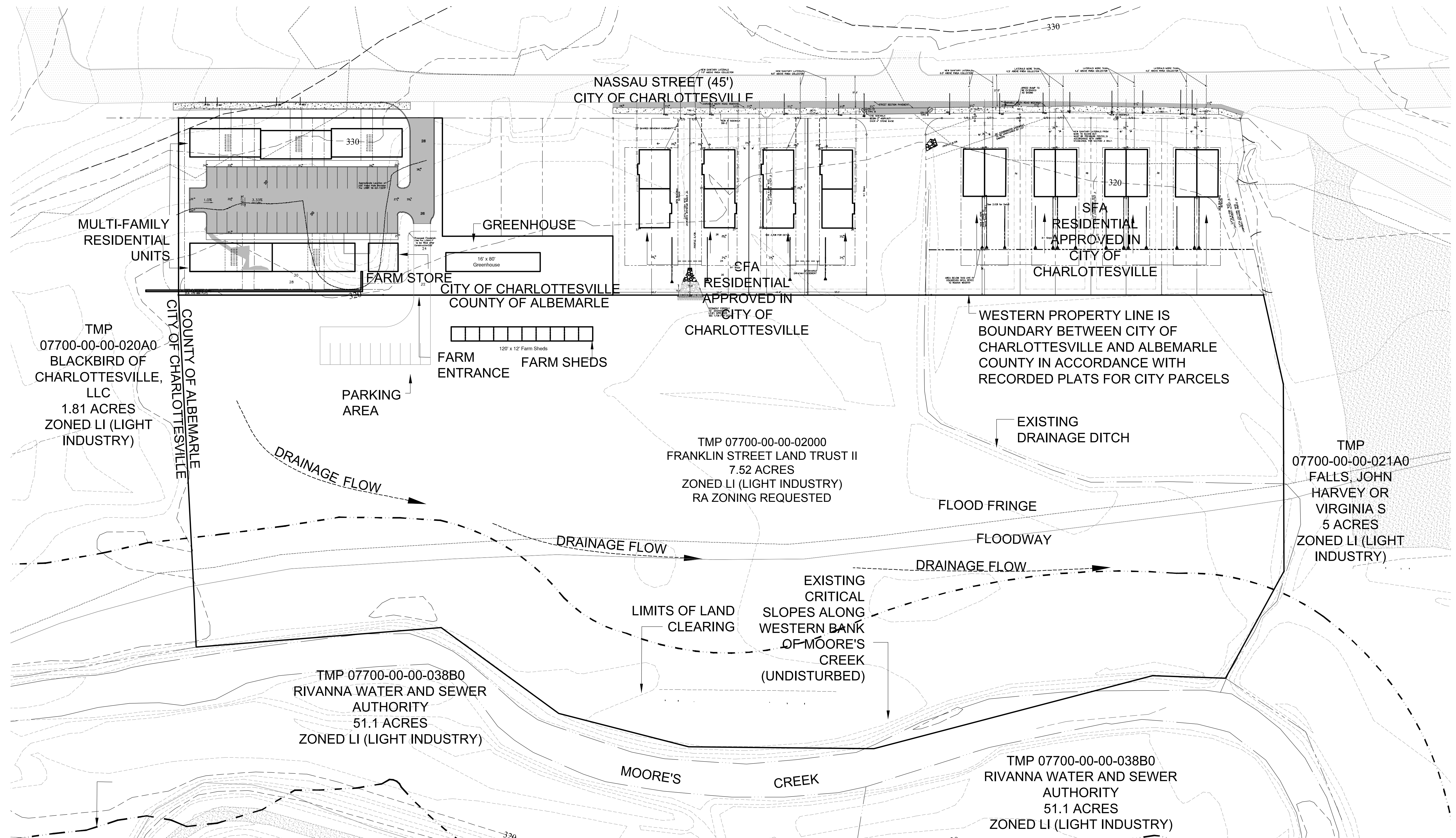
COVER SHEET

Rev #	Date	Description
1	01/28/19	City and Public Hearing Comments

SPECIAL USE PERMIT APPLICATION

918 Nassau St.
CITY OF CHARLOTTESVILLE, VIRGINIA

Date	1/23/2018
Scale	N/A
Sheet No.	C1 OF 4
File No.	17.023

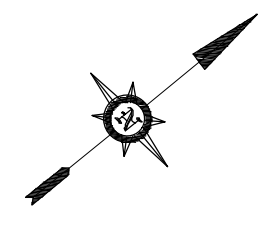
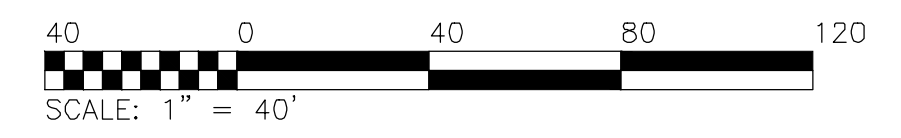


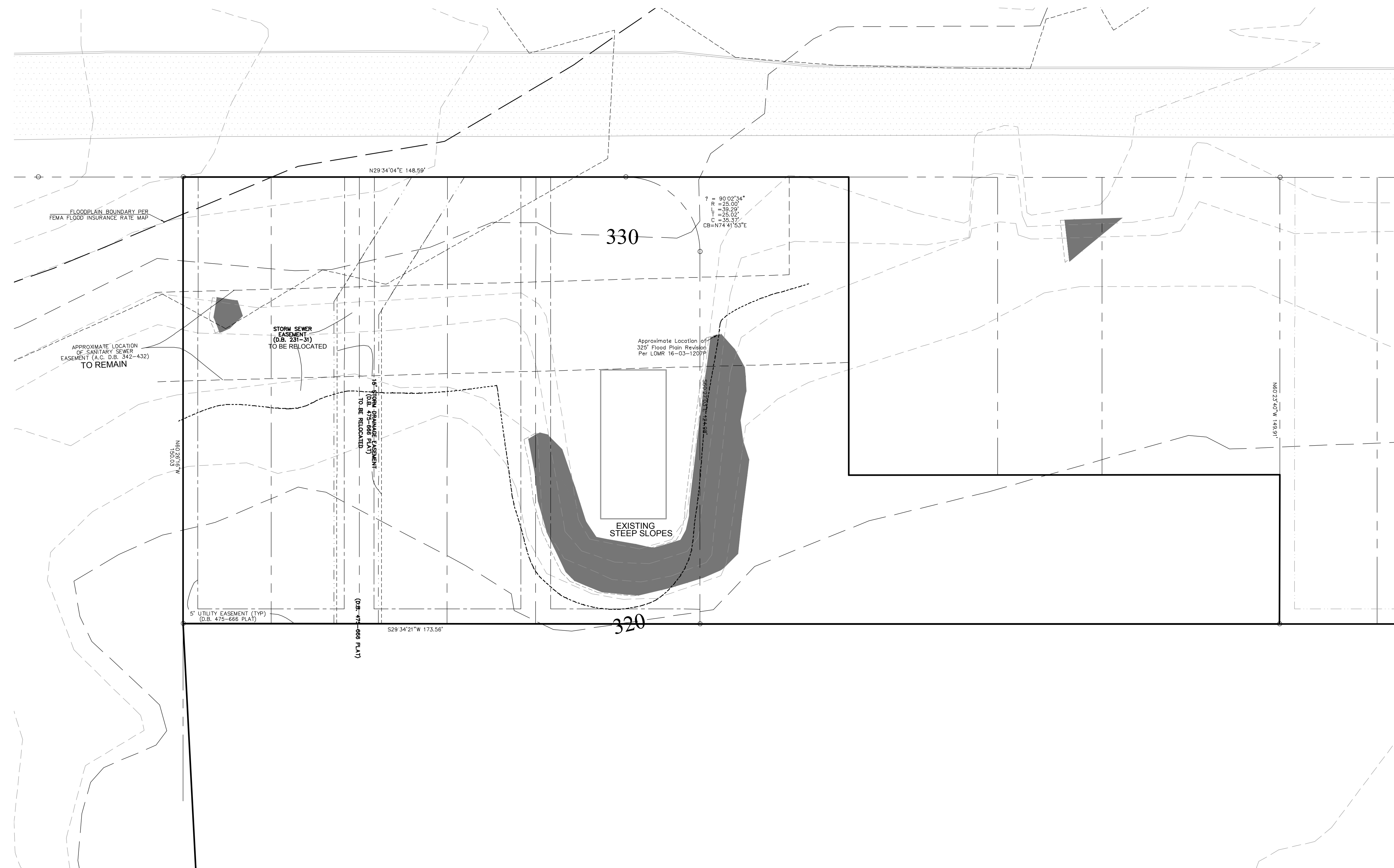
CONTEXT PLAN

Rev #	Date	Description
1	01/23/19	City and Public Hearing Comments

SPECIAL USE PERMIT APPLICATION
918 Nassau St.
 CITY OF CHARLOTTESVILLE, VIRGINIA

Date	1/23/2018
Scale	1" = 40'
Sheet No.	C2 OF 4
File No.	17.023





$\theta = 90.02^\circ 34''$
 $R = 25.00'$
 $L = 35.29'$
 $T = 25.02'$
 $C = 35.12'$
 $CB = N74^\circ 41' 53'' E$

330

320

EXISTING STEEP SLOPES

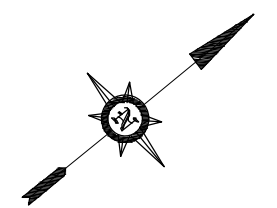
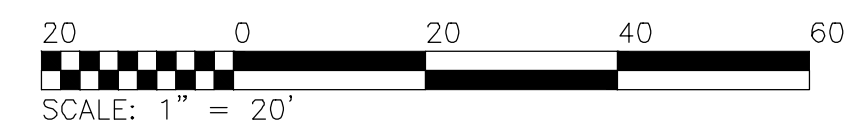
STORM SEWER EASEMENT (D.B. 231-31) TO BE RELOCATED

APPROXIMATE LOCATION OF SANITARY SEWER EASEMENT (A.C. D.B. 432-432) TO REMAIN

5' UTILITY EASEMENT (TYP) (D.B. 472-586 PLAT)

FLOODPLAIN BOUNDARY PER FEMA FLOOD INSURANCE RATE MAP

Approximate Location of 325' Flood Plain Revision Per LOAR 16-03-1207P

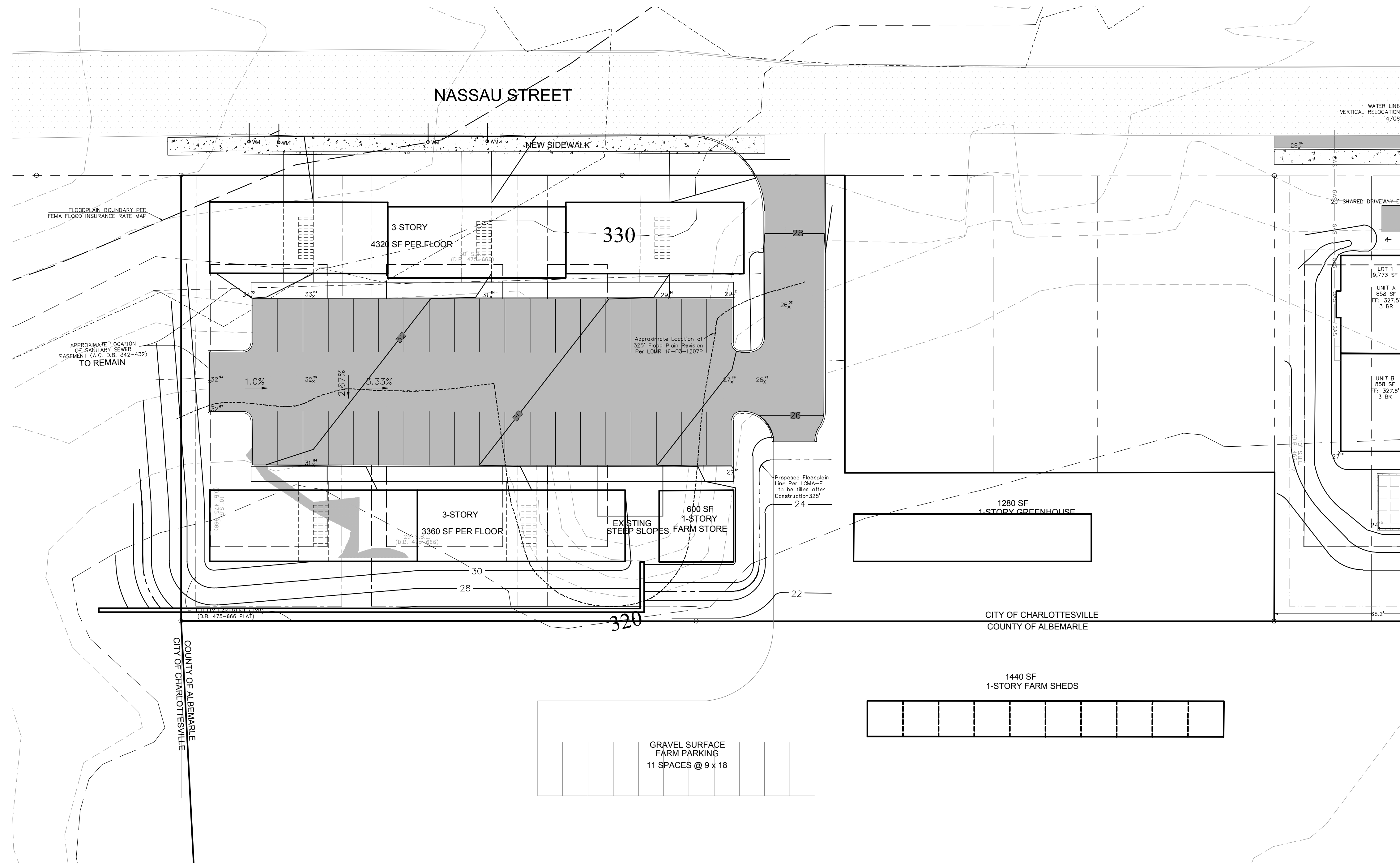


SPECIAL USE PERMIT APPLICATION
918 Nassau St.
 CITY OF CHARLOTTEVILLE, VIRGINIA

EXISTING CONDITIONS

Rev #	Date	Description
1	01/23/19	City and Public Hearing Comments

Date	1/23/2018
Scale	1" = 20'
Sheet No.	C3 OF 4
File No.	17.023

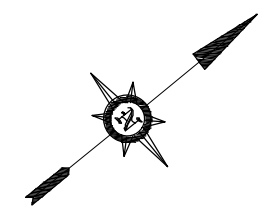
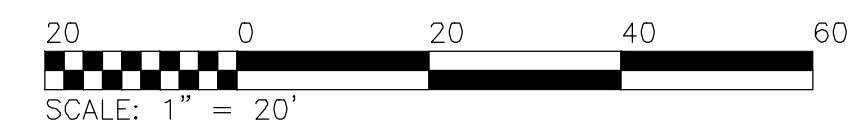


SITE PLAN

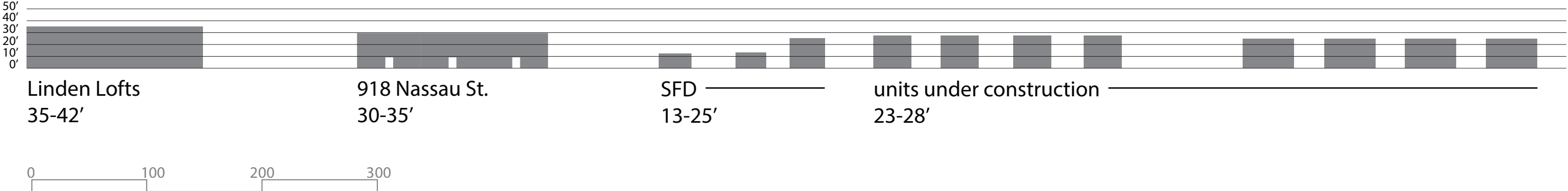
Rev #	Date	Description
1	07/26/19	City and Public Hearing Comments

SPECIAL USE PERMIT APPLICATION
918 Nassau St.
 CITY OF CHARLOTTEVILLE, VIRGINIA

Date	1/23/2018
Scale	1" = 20'
Sheet No.	C4 OF 4
File No.	17.023

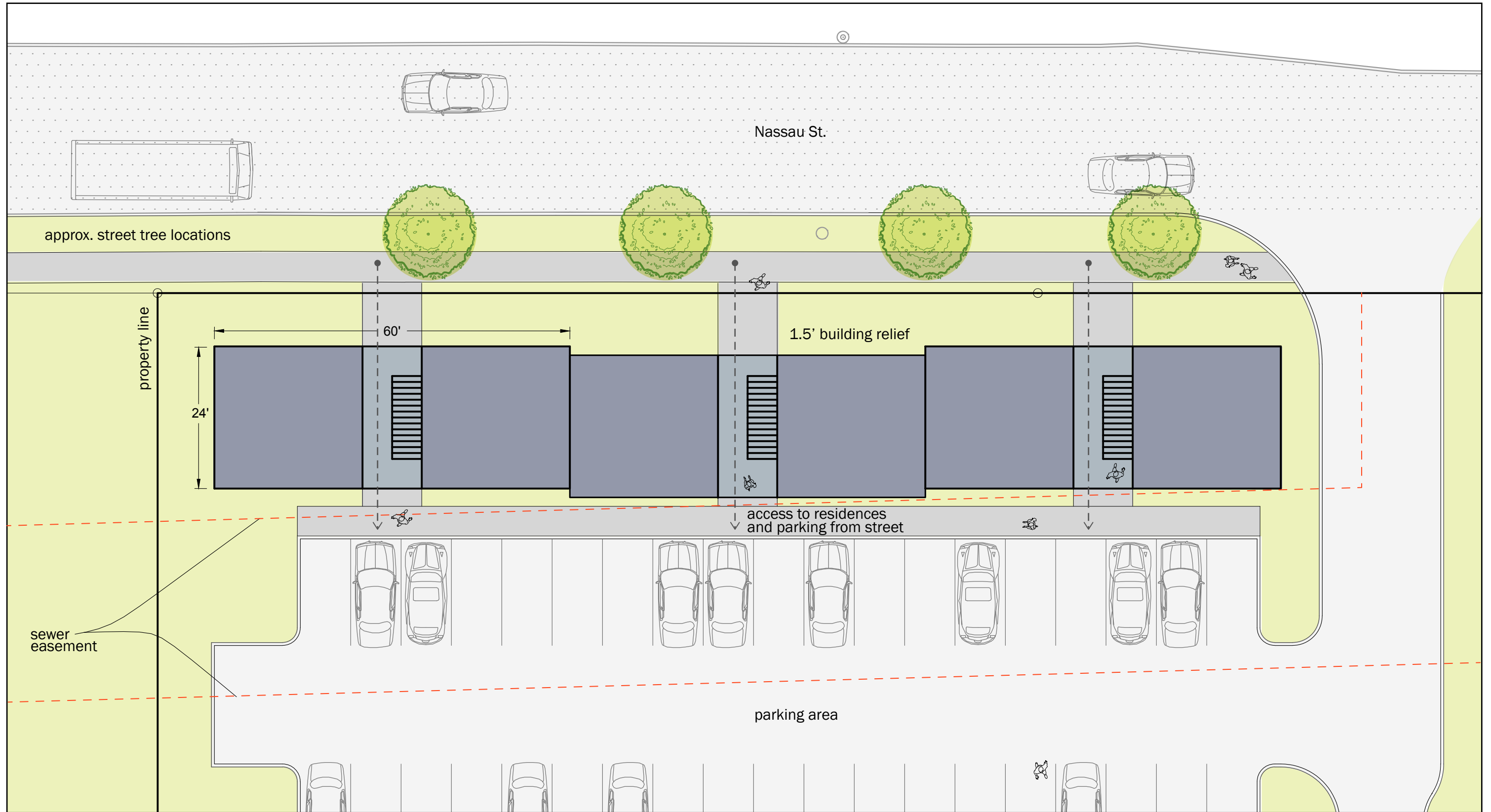


NASSAU ST. RESIDENCE BUILDING HEIGHT DIAGRAM



NASSAU ST. RESIDENCES PLAN DIAGRAM

Attachment F



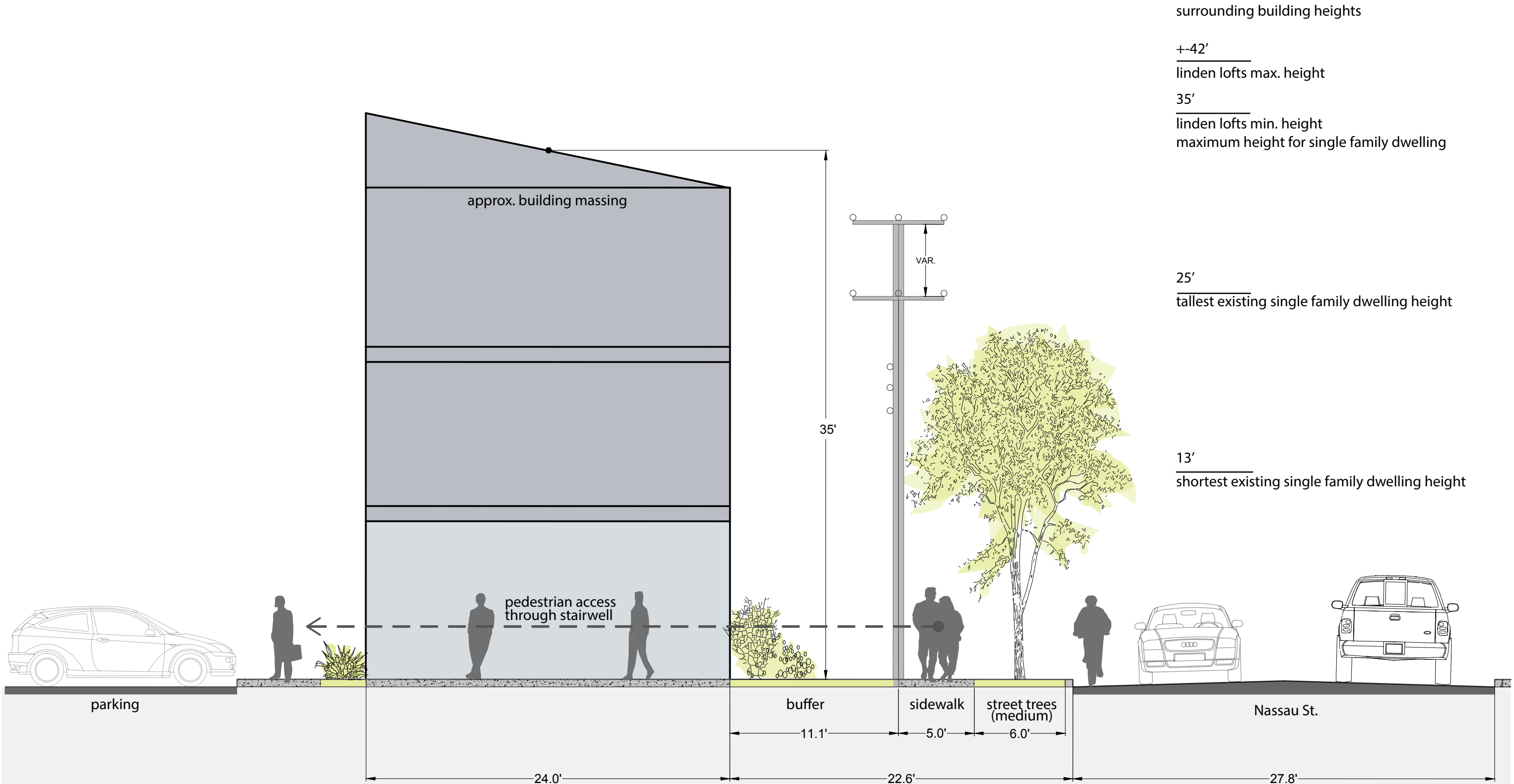
0 16 32 48

SCALE: 1" = 16'

SHIMP ENGINEERING P.C.

NASSAU ST. RESIDENCES STREETSCAPE

Attachment G



surrounding building heights

+42'
linden lofts max. height

35'
linden lofts min. height
maximum height for single family dwelling

25'
tallest existing single family dwelling height

13'
shortest existing single family dwelling height

0 6 12 18

SCALE: 1" = 6'

SHIMP ENGINEERING P.C.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date: March 18, 2019

Action Required: Resolution – Bennett’s Village All Accessible Playground

Presenter: Brian Daly, Director, Parks & Recreation

Staff Contacts: Brian Daly, Director, Parks & Recreation

Title: Resolution – Bennett’s Village All Accessible Playground at Pen Park

Background:

Staff of the Parks and Recreation Department have been in discussions with the representatives of Bennett’s Village, a community organization desirous of the creation of a fully accessible playground in the Central Virginia region. These discussions over the last several months have led to the conclusion that an opportunity to host such a facility within the City’s park system exists at Pen Park.

Such a facility does not currently exist in this region, with the nearest facilities either in Richmond or Northern Virginia. It has long been a desire of the Parks and Recreation Department to create such a facility within the park system, however the obstacle of significant capital funding to construct a facility remains daunting.

Discussion:

The Department is the sole provider of public adaptive recreation services in the region, and is the service provider for Albemarle County, which supports the program through cost subsidies on an annual basis for County participants. A playground facility that is accessible to all individuals across the age and ability spectrum is a missing piece in the public recreational inventory, and a partnership with Bennett’s Village presents a unique opportunity. Such an opportunity to provide 100% inclusion across spectrums that complement other community services for individuals with disabilities is one the City should seriously consider.

Pen Park is a Regional Park, as defined in the Park Classification System within the City’s Comprehensive Plan. The following (in italics) is an excerpt from the 2013 City Comprehensive Plan:

Regional Parks

Purpose:

This park classification includes larger parks that serve regionally and provide a variety of largescale indoor or outdoor recreation facilities, or both, as well as facilities that are unique within the City. Areas designated for natural and/or cultural resource protection may also be included within these parks.

Location and Access:

These parks may be located in an area of the City where available land can support a large-scale park facility. Access should be available by the major arterials and the regional greenway network to encourage pedestrian and bicycle trips; public transit is required. The service area is typically larger than 10 miles, including areas outside the City limits. Park size is a minimum of 50 acres. Parking must be provided.

Character and Extent of Development:

Regional parks provide diverse opportunities for passive and active recreation uses to a wide range of simultaneous users. Generally, these parks provide complexes of intensively developed activity areas. The complexes may include multiple facilities for the same activity, an assortment of different activity focuses in one or more areas of the park, and/or unique facilities found in only one or a few parks within the entire park system. Facilities in these parks are larger in scale than those found in community parks.

Regional Parks may combine larger complexes of developed areas with extensive natural areas. The extent of development will depend on actual site conditions, such as topography, amount of developable acreage, access, and intensity of adjacent land uses. Appropriate facilities include those typically found in Community Parks as well as the facilities unique to regional parks and the support uses necessary for a full day activity such as concessions and restrooms. Formally scheduled community gathering places and areas for large programmed activities and events are also typical. Lighted facilities and extended hours of operation are the norm. These parks offer diverse experiences and activities that typically involve an individual or group for a time period of up to a day and which may attract large numbers of spectators or participants.

Typical activities include those found in regional parks as well as facilities such as athletic complexes, recreation centers, nature centers, golf courses, indoor gymnasiums, and indoor aquatic facilities. Sensitive environmental areas and cultural resource sites within the parks will be managed as Natural or Cultural Resource Areas. Visits to regional parks are can range from two (2) to eight (8) hours.

Pen Park provides a unique location, central to the entire region, is home to numerous recreational facilities and amenities, as well as what is typically regarded as the busiest playground in the City's park system. It is the opinion of staff that Pen Park is the best location within the system for such a facility.

The current playground at Pen Park dates back to the early 2000's and is due for rehabilitation and potentially complete replacement; and staff have had this item in the playground renovation queue for initial designs this fiscal year. The opportunity to partner with Bennett's Village to dramatically improve the park system and create a unique facility at the Pen Park location aligns very well with

the Parks and Recreation Department's Mission and Vision, as well as the City's Strategic and Comprehensive Plans.

Community Engagement:

No formal community engagement has been done with this item. However, there is significant and consistent support among the Adaptive Recreation community in the region for such a facility. At the point of initial design regarding play elements, integration and accessibility, staff will engage with numerous community service providers in the region to ensure the facility meets the needs of individuals across the age and ability spectrum.

Alignment with City Council's Vision and Strategic Plan:

The project supports City Council's Green City Vision and Goal 2 of the Strategic Plan for a Healthy and Safe Community.

Budgetary Impact:

Bennett's Village is committed to raising the funds to design and construct this project. The City will provide support, guidance and expertise through its Certified Playground Inspectors who are already on staff in the Parks and Recreation Department.

Recommendation:

Staff of the Parks and Recreation Department wholeheartedly support this effort and project. Staff is requesting direction from the Council to agree to pursue a partnership with Bennett's Village and other community partners, and if the Council supports the partnership, to establish a Memorandum of Agreement that will guide the fundraising, design, development, construction and operation of an accessible playground facility at Pen Park.

Alternatives:

City Council could choose to provide alternative direction.

Attachments:

Attachment 1 – Resolution

Attachment 2 - Letter from Bennett's Village

RESOLUTION
ESTABLISHING a PARTNERSHIP between the
CITY OF CHARLOTTESVILLE And
BENNETT’S VILLAGE

WHEREAS, the City of Charlottesville (hereinafter “the City”) acknowledges the need for a fully accessible playground within the City’s park system that is designed for individuals with disabilities across the age and ability spectrum; and

WHEREAS, the City has received a proposal from Bennett’s Village, a 501-c-3 non-profit organization, to conduct the fund-raising needed to construct such a facility at Pen Park, and

WHEREAS, the City Parks and Recreation Department has reviewed this proposal to determine its consistency with the Agency Mission, the City’s Comprehensive Plan and the Park Classifications and determined that such a facility is consistent with the Mission, the Comprehensive Plan, and with Pen Park’s designation as a regional park, and

WHEREAS, the City’s Parks and Recreation Department, as the regional provider of adaptive recreation services, supports this proposal to meet a need within the City’s park system that can support the entire region.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Charlottesville, Virginia that the Parks and Recreation Department is authorized to create a public private partnership between the City and Bennett’s Village to design and develop a fully accessible playground at Pen Park to be formalized with a Memorandum of Agreement between the two parties at the earliest possible convenience to facilitate fund raising by Bennett’s Village for the facility.

Bennett's Village
716 Shamrock Road
Charlottesville, Virginia 22903

October 10, 2018

Brian Daly, Director
Charlottesville Parks & Recreation Dept.
501 East Main Street
Charlottesville, VA 22902

Dear Mr. Daly,

I'm writing on behalf of the Bennett's Village organization to request that Bennett's Village Playground be located within the City's Pen Park in the area shown on the attached map. Per our discussion at our meeting on April 23, 2018, the City and members of the Bennett's Village group mutually agreed that Pen Park site would be an ideal location for the project given the available space, current use as a playground, proximity to the City and County, plentiful parking, and access to utilities.

For background, Bennett's Village (supported by the Arc of the Piedmont) will be an inclusive playground that is a regional attraction and will serve a diverse population. Our group's Mission and Vision Statements are as follows:

Mission:

Bennett's Village is dedicated to making the world a more inclusive place for all to play.

Vision:

We are working to build a multigenerational, all-abilities playground here in Charlottesville and advocating to change the way our community sees inclusion.

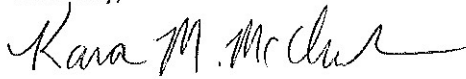

The Pen Park site discussed at the April 2018 is currently used as a playground and has adjacent, unused open green space. The proposed site is approximately 3.2 acres in size. Given its current use, incorporating a new inclusive playground is consistent with the current master plan. The organization envisions re-designing the existing site to create a playground that is not only accessible but inclusive. This goal might be achieved by enlarging the current play space footprint to incorporate new inclusive play equipment, constructing a shelter and shaded areas, installing sensory walls, utilizing accessible paving and fall protection surfacing, and installing new restrooms that are truly accessible to all users. The model for the new design will be ARCPark in Richmond (<https://www.richmondarc.org/arcpark/>).

The organization is currently working toward raising the funds necessary for design and implementation. The goal is to have fundraising complete within 3-4 years and construction complete within 5-6 years. The final outcome of the project will be a playground whose design and construction is funded by the Bennett's Village organization and then ownership will be transferred to the City of Charlottesville for their permanent operation and maintenance. After the transfer, the organization will continue to be involved in volunteer and fundraising opportunities to assist with marketing and upkeep as well as programming, advocacy, and education to support our mission.

We feel that the City, its citizens, and the regional population would greatly benefit from hosting the playground at Pen Park and that the project will support Bennett's bright and hopeful legacy of bringing people together no matter their ability or background.

Thank you for your consideration of this request to use Pen Park and please let us know if you have any questions. We look forward to hearing your response.

Sincerely,


Kara McClurken and Brian Gibney 

Bennett's Village Playground



Bennett's Village Proposed Location



Bennett's Village Playground Site

Proposed location for Bennett's Village Inclusive Playground. Approx. 3.2 acres incl. existing restroom and play equipment.

