



**CITY COUNCIL AGENDA**  
**May 19, 2014**

**6:00 p.m. – 7:00 p.m.**

**Closed session as provided by Section 2.2-3712 of the Virginia Code**

*Second Floor Conference Room (acquisition of real property on Page Street; Boards and Commissions)*

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

*Council Chambers*

**AWARDS/RECOGNITIONS**  
**ANNOUNCEMENTS**

Regional Award; National Public Works Week; City Scholarship Program Recipients; Lifelong Achievement in Public Service Award; Military Month; EMS Week

**MATTERS BY THE PUBLIC**

Public comment will be permitted for the first 12 speakers who sign up in advance of the meeting (limit of 3 minutes per speaker) and at the end of the meeting on any item, provided that a public hearing is not planned or has not previously been held on the matter.

**COUNCIL RESPONSE TO MATTERS BY THE PUBLIC**

**1. CONSENT AGENDA\***

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

- a. Minutes for May 5
- b. APPROPRIATION:
- c. APPROPRIATION:
- d. APPROPRIATION:
- e. APPROPRIATION:
- f. RESOLUTION:
- g. ORDINANCE:
- h. ORDINANCE:

Insurance Claim Recovery – Human Services Fund - \$8,852 (2<sup>nd</sup> of 2 readings)  
Virginia Department of Health Special Nutrition Program Summer Food Service Program - \$95,000 (1<sup>st</sup> of 2 readings)  
Appropriation of Funds from the Thomas Jefferson Planning District Commission for Inspection and Testing Services for the JPA/Emmet Improvements - \$15,000 (1<sup>st</sup> of 2 readings)  
Virginia Produced Planning Grant Support – \$70,000 (1<sup>st</sup> of 2 readings)  
Endorsing Buckingham Branch Railroad Company Grant Application (1<sup>st</sup> of 1 reading)  
Zoning and Subdivision Ordinance Amendments Related to Virginia Stormwater Management Program Regulations (2<sup>nd</sup> of 2 readings)  
Ordinance to Increase Street Cut Permit Fee from \$40 to \$60 (1<sup>st</sup> of 2 readings)

**2. PUBLIC HEARING /  
ORDINANCE\***

Utility Rates (1<sup>st</sup> of 2 readings)

**3. REPORT**

Youth Council Update

**4. RESOLUTION\***

Charlottesville-Albemarle Rescue Squad (CARS) MOU Resolution (1<sup>st</sup> of 1 reading)

**5. ORDINANCE\***

Emergency Medical Services Billing Ordinance (1<sup>st</sup> of 2 readings)

**6. RESOLUTION\***

Fire Services Agreement (1<sup>st</sup> of 1 reading)

**7. RESOLUTION\***

17 Elliewood Ave. BAR Appeal (1<sup>st</sup> of 1 reading)

**8. RESOLUTION\***

Hope Community Center Purchase of Property (1<sup>st</sup> of 1 reading)

**9. RESOLUTION\***

Peer Networks Update and Allocation of \$35,000 (1<sup>st</sup> of 1 reading)

**10. REPORT**

City Road Projects Update

**OTHER BUSINESS**

**MATTERS BY THE PUBLIC**

\*ACTION NEEDED

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CITY OF CHARLOTTESVILLE, VIRGINIA.  
CITY COUNCIL AGENDA.



Agenda Date:	May 5, 2014
Action Required:	Approve Appropriation
Presenter:	Mike Murphy, Director, Human Services
Staff Contacts:	Mike Murphy, Director, Human Services Leslie Beauregard, Director, Budget and Performance Management
Title:	<b>Appropriation for Insurance Claim Recovery – Human Services Fund - \$8,852</b>

**Background:** The City insurer Virginia Municipal League provided a check in the amount of \$8,852, as payment on a claim for a vehicle totaled.

**Discussion:** A Ford Escape owned by the City was hit by a vehicle and estimated by the insurance agency to be a total loss. The total amount reimbursed to the City was \$8,852

**Community Engagement:** N/A

**Alignment with City Council's Vision and Priority Areas** The appropriation aligns with Council's Vision as **America's Healthiest City** as Community Attention Foster Families is a part of the strong support system we have in place. This item also aligns with Council's vision for **Quality Housing Opportunities for All**.

**Budgetary Impact:** Funds appropriated into the Community Attention Foster Families Cost Center will off-set the cost of replacement. Total cost of vehicle replacement was \$21,522.

**Recommendation:** Approve appropriation.

**Alternatives:** City Council may choose not to appropriate these funds for Community Attention Foster Families. Without an appropriation these funds will be returned to the City Insurer, Virginia Municipal League.

**Attachments:** N/A

**APPROPRIATION.**  
**Appropriation for Insurance Claim Recovery – Human Services Fund.**  
**\$8,852.**

**WHEREAS**, the Virginia Municipal League has provided a check in the amount of \$8,852 as payment on a claim for the total loss of a City of Charlottesville vehicle.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that \$8,852 is hereby appropriated in the following manner:

**Revenues - \$8,852**

Fund: 213                      Cost Center: 3413002000                      G/L Account: 451110

**Expenditures - \$8,852**

Fund: 213                      Cost Center: 3413002000                      G/L Account: 541040



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



Agenda Date:	May 19, 2014
Action Required:	Approval and Appropriation
Presenter:	Erica Goode, Recreation Program Manager
Staff Contacts:	Erica Goode, Recreation Program Manager Leslie Beauregard, Director, Budget and Performance Management
Title:	<b>Virginia Department of Health Special Nutrition Program Summer Food Service Program - \$95,000</b>

**Background:**

The City of Charlottesville, through Parks and Recreation, has received approval for reimbursement up to \$95,000 from the Virginia Department of Health Special Nutrition Program to provide free breakfast and lunch to children attending summer camp programs.

**Discussion:**

Charlottesville Parks and Recreation will run six Summer Camp programs throughout the City of Charlottesville. These sites serve children in Pre K - 10th grades, for nine weeks during the summer, June 16 - August 15. Various activities are planned from 9:00am - 4:00pm, Monday through Friday. The Virginia Department of Health Special Nutrition Program provides free, nutritious breakfast and lunch for these children. Most of the children served receive free or reduced meals during the school year. Over 800 children were enrolled in Summer Camps last year.

The \$95,000 appropriation covers the cost of the food and administration of the summer food service program. The lunches are purchased through the City of Charlottesville School Food Service. The Parks and Recreation Department pays the bills to the City of Charlottesville Food Service and is then reimbursed by the Virginia Department of Health Special Nutrition Programs.

**Community Engagement:**

N/A

**Alignment with City Council's Vision and Priority Areas:**

Approval of this agenda item aligns directly with Council's vision for Charlottesville to be **America's Healthiest City** and contributes to their 2012 - 2014 priority to *Provide a comprehensive support system for children*. Expected outcomes include increased participation by youth, who receive school year free and reduced lunch in structured, safe and healthy summer programs offered by Parks and Recreation. Youth who participate in the program show improved performance when school starts and improvement in overall health.

**Budgetary Impact:**

The funds will be expensed and reimbursed to a Grants Fund.

**Recommendation:**

Staff recommends approval & appropriation of funds

**Alternatives:**

If money is not appropriated, the free breakfast and lunch program will not be offered to youth, most of which receive free or reduced meals during the school year.

**APPROPRIATION.**

**Virginia Department of Health Special Nutrition Program.  
Summer Food Service Program.  
\$95,000.**

**WHEREAS**, the City of Charlottesville, through Parks and Recreation, has received approval for reimbursement up to \$95,000 from the Virginia Department of Health Special Nutrition Program to provide free breakfast and lunch to children attending summer camp programs; and

**WHEREAS**, the grant award covers the period from period June 1, 2014 through December 31, 2014.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$95,000, received from the Virginia Department of Health Special Nutrition Program, is hereby appropriated in the following manner:

**Revenue – \$95,000**

Fund: 209                      Internal Order: 1900218                      G/L Account: 430120

**Expenditures - \$95,000**

Fund: 209                      Internal Order: 1900218                      G/L Account: 530670

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$95,000 from the Virginia Department of Health Special Nutrition Program.

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



<b>Agenda Date:</b>	May 19, 2014
<b>Action Required:</b>	Appropriation
<b>Presenter:</b>	James E. Tolbert, A.I.C.P., Director of Neighborhood Development Services
<b>Staff Contacts:</b>	James E. Tolbert, A.I.C.P., Director of Neighborhood Development Services
<b>Title:</b>	<b>Appropriation of Funds from the Thomas Jefferson Planning District Commission for Inspection and Testing Services for the J.P.A./Emmet Improvements - \$15,000</b>

**Background:** The City and the Thomas Jefferson Planning District Commission (T.J.P.D.C.) are in partnership to administer a project to improve the intersection at J.P.A. and Emmet Street. The T.J.P.D.C. received a grant of \$375,000 on behalf of the City for these improvements. The grant provides \$15,000 for the City to perform project inspection and testing.

**Discussion:** City staff has agreed to provide the inspection services through its on-call engineering consultant for testing services and staff in order to ensure that the project is completed in accordance with the approved plans and specifications. Services the City will provide include:

1. Attend the pre-construction meeting.
2. Attend progress meetings.
3. Participate in the inspection for substantial completion.
4. Provide field inspections of work in progress to ensure compliance with plans and specification.
5. Verify that all required Civil Rights notices are posted at the site. A list will be provided by the Project Sponsor.
6. Take digital photographs of each construction phase throughout the duration of the project.
7. Prepare written daily inspection reports, indicating construction activities, weather conditions, material tickets, and any tests performed. Any project file documentation system may be used. All records shall be submitted to the Project Sponsor at project completion.
8. Coordinate material testing, securing the services of an independent testing entity. Provide notice to the independent testing entity for inspection services. Testing methods, frequencies and tolerances shall be in accordance with the Local Assistance Project (L.A.P.) manual. Testing criteria established by V.D.O.T. at the Pre-Construction Conference are:

- a. Concrete testing first load every day for slump, air and temperature.
- b. Concrete cylinders first load
- c. Every lift on base to be tested for density
- d. Compaction on open cuts, every other lift
- e. Compaction on backfill for retaining walls, every lift
- f. 95% compaction under pavers, entire stretch

The T.J.P.D.C. will pay the City \$15,000 from grant proceeds.

**Community Engagement:** There was engagement of the community for the project but not for this appropriation.

**Alignment with City Council Vision and Priorities:** Approval of this agenda item aligns directly with the following City Council Vision Statements:

- Be a Connected Community
- Be a Smart Citizen Focused Government

**Budgetary Impact:** The City will receive \$15,000 from the T.J.P.D.C. and expend no more than that for inspection services. It is recommended that these funds be appropriated into an Internal Order within the General Fund budget of Neighborhood Development Services.

**Recommendation:** Staff recommends approval of appropriation.

**Alternatives:** Council could decide not to accept the funding and not do the inspections.

**Attachments:** Revised proposal for Construction Observation and Testing Services

**APPROPRIATION.**

**Appropriation of Funds from the Thomas Jefferson Planning District Commission for Inspection and Testing Services for the JPA/Emmet Improvements.**

**\$15,000.**

**WHEREAS**, the Thomas Jefferson Planning District Commission is granting the City \$15,000 to perform inspection and testing services for the improvements being made at J.P.A./Emmett St.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the sum of \$15,000 is hereby appropriated in the following manner:

**Revenues**

\$15,000      Fund: 105      Internal Order: 1900217      G/L Account: 432080

**Expenditures**

\$15,000      Fund: 105      Internal Order: 1900217      G/L Account: 599999

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$15,000 from the Thomas Jefferson Planning District Commission and shall not be deemed to expire at the end of the fiscal year, and is hereby appropriated in the ensuing fiscal year unless altered by further action of City Council.



April 10, 2014

Mr. Hugh K. Blake, PE  
City of Charlottesville  
Neighborhood Development Services  
610 East Market Street  
Charlottesville, VA 22902-0911

**Subject: Revised Proposal for Construction Observation and Testing Services, Emmet Street and Jefferson Park Avenue Bike/PED Improvements, Charlottesville, Virginia (Schnabel Reference P4643010)**

Dear Mr. Blake:

**SCHNABEL ENGINEERING CONSULTANTS, INC.** (Schnabel) is pleased to submit our revised proposal for providing construction observation and testing services for this project. This revised proposal supersedes our proposal dated March 27, 2014. Your acceptance of this proposal by signing and returning one copy of this to our office will form our agreement for these services.

#### **SCOPE OF SERVICES**

Our services under this agreement will include the following:

- Laboratory testing of proposed fill materials to evaluate conformance with earthwork specifications and to develop moisture-density relations for use in evaluating compaction of fill materials. Testing generally includes:
  - Moisture Content, ASTM D2216
  - Grain Size Distribution, ASTM D422 or D1140, as required
  - Liquid Limit, Plastic Limit, and Plasticity Index of Soils, ASTM D4318
  - Moisture-Density (Proctor) Relationships, VTM-1
- Observations of sidewalk fill and utility and wall backfill placement and spot field density testing to evaluate compaction.
- Observation, sampling, and testing of normal weight concrete in accordance with ASTM C172 and applicable Virginia Department of Transportation (VDOT) standards on a spot check basis, including:
  - Slump, ASTM C143
  - Air Content ASTM C231
  - Ambient air temperature and concrete temperature, ASTM C1064
  - Molding of concrete test specimens, ASTM C31 (4"x8")
  - Laboratory curing and compression testing of concrete specimens



- Electronic written reports of our observations, recommendations, and testing activities as the project progresses.

We can provide consultation upon your request. Our proposal does not include the following services: geotechnical engineering services including evaluation of wall foundations, full time observation and testing of earthwork or asphalt pavement construction, surveying for line and grade, cost and quantity estimates, review of design and contract documents, and professional services not detailed specifically in this agreement.

#### **FEE SCHEDULE/BILLINGS**

The fee schedules, last revised November 6, 2012, and the Standard Terms and Conditions in the Contract for Construction Testing Services, Contract No. 4600000620, last renewed in 2013, between Schnabel and the City of Charlottesville will apply for this agreement.

We will bill engineering services for the actual hours expended multiplied by the applicable hourly rate for the various categories of personnel. We will bill laboratory testing and field testing in accordance with the number of tests authorized and completed, or the rental fees incurred to complete the scheduled tests. We will charge travel time and mileage for project related trips between our office and the job site. Our charges include administrative costs as 4 percent of the total fees for our services.

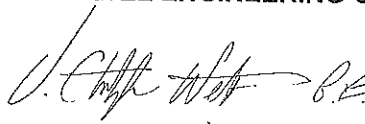
Our services are broken down into task items as indicated in Attachment 1. Our invoices will also be broken down into these tasks so that they can be easily understood and our progress relating to our fees can be easily tracked. A separate task item can be established as required to track any of our fees that may be back-charged to the contractor. These items may include, but are not limited to delays, poor scheduling or retesting.

**Our total estimated fee for the services detailed herein is \$14,781.** A breakdown of this fee is included as Attachment 1. This fee was estimated based on the project details garnered from our review of the project plans by Water Street Studio last revised on January 31, 2014 (Addendum #4); your email to us dated March 25, 2014; discussions with you; and our experience with similar projects in this area. Our estimate does not include overtime (i.e. more than 8-hour workdays including travel, weekends, or holidays). The total fee for observation and testing services depends solely upon the contractor's rate of progress, the weather, and other conditions beyond our control. This is not a lump sum fee. We will only invoice for the services requested and provided.

Please sign and return one copy of this proposal to our office to form our agreement. This proposal is valid for 30 days from the date shown. Please contact us if you have any questions concerning this proposal. In the event a purchase order is issued for these services, it is understood that the Standard Contract Terms and Conditions as referenced herein will continue to apply.

We appreciate the opportunity to submit this proposal and we look forward to a cordial working relationship for this engagement. Please contact us if you have any questions regarding this proposal.

Sincerely,  
**SCHNABEL ENGINEERING CONSULTANTS, INC.**



O. Christopher Webster, PE  
Senior Vice President

Attachments:

- (1) Fee Estimate
- (2) Schedule of Personnel Fees
- (3) Schedule of Laboratory Testing Fees

The terms and conditions of this proposal are:

ACCEPTED BY: \_\_\_\_\_ CITY OF CHARLOTTESVILLE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

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



<b>Agenda Date:</b>	May 19, 2014
<b>Action Required:</b>	Approve Appropriation
<b>Presenter:</b>	Chris Engel, C.E.c.D., Director of Economic Development
<b>Staff Contacts:</b>	Chris Engel, C.E.c.D., Director of Economic Development
<b>Title:</b>	<b>Virginia Produced Planning Grant Support – \$70,000</b>

**Background:** The Virginia Department of Agriculture and Consumer Services (V.D.A.C.S.) has agreed to fund an Agriculture and Forestry Industries Development Fund (A.F.I.D.) Planning Grant in the amount \$35,000. Previously the City and County of Albemarle have agreed to provide the required local matching funds in the amount of \$17,500 each for a total grant award of \$70,000.

**Discussion:** The grant funding will enable the Local Food Hub to pursue a detailed business planning process to determine the feasibility for a state-scale flash freezing and light processing facility. The resulting business entity would create light food processing jobs for low to moderate skilled individuals in the City of Charlottesville, while supporting incremental job creation on farms themselves; and provide anchor institutions and Virginia household consumers with year-round access to locally-sourced, nutrient-rich foods.

V.D.A.C.S. requires that a single political subdivision serve as the fiscal agent for planning grants through the A.F.I.D. program. In this case, this is a multi-jurisdictional application with the City serving as the lead and fiscal agent.

**Community Engagement:** This effort is supported by a diverse group of stakeholders led by the Local Food Hub and including, Homegrown Virginia and the Charlottesville Works Initiative. The effort further builds on background research and preliminary assessment and forecasting conducted in 2010-11 by the Jefferson Area Board for Aging (J.A.B.A.), supported by U.S.D.A., which was focused on the possibility of producing flash frozen foods for low and moderate-income seniors.

**Alignment with City Council’s Vision and Priority Areas:** Approval of this agenda item aligns directly with Council’s vision for **Economic Sustainability** for the City of Charlottesville and contributes to its 2012-2014 priority to reduce poverty by increasing employment among

less skilled and educated residents. The project also aligns with a key goal in the *Growing Opportunity* report of creating new semi-skilled jobs in the city.

**Budgetary Impact:** The planning grant requires a local match by the City in the amount of \$17,500. This was approved to come from the City's Strategic Investment Fund (W.B.S.: P-00167) via resolution at the March 17, 2014 City Council meeting. Albemarle County will be invoiced for their contribution.

**Recommendation:** Staff recommends approval of the appropriation.

**Alternatives:** City Council may approve the appropriation or decline to do so.

**Attachments:** None

**APPROPRIATION.**  
**Virginia Produced Planning Grant.**  
**\$70,000.**

**WHEREAS**, the City of Charlottesville has received a planning grant from the Virginia Department of Agriculture and Consumer Services Greenstone to support a Phase 2 feasibility study on behalf of the Local Food Hub and the Virginia Produced program,

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville funding is hereby appropriated in the following manner:

**Revenues**

\$35,000	Fund: 209	Internal Order: 1900216	G/L Account: 430110 State Grant
\$17,500	Fund: 209	Internal Order: 1900216	G/L Account: 432030 Rev. Alb. Co.
\$17,500	Fund: 209	Internal Order: 1900216	G/L Account: 498010 Transfer

**Expenditures**

\$70,000	Fund: 209	Internal Order: 1900216	G/L Account: 530550 Contract Serv.
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**Transfer from**

\$17,500	Fund: 425	WBS Element: P-00167	G/L Account: 561209 Trans. to Grants
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**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$35,000 from the Virginia Department of Agriculture & Consumer Services, and \$17,500 from Albemarle County.

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



Agenda Date:	May 19, 2014
Action Required:	Approve Resolution
Presenter:	Maurice Jones
Staff Contacts:	Maurice Jones
<b>Title:</b>	<b>Resolution Endorsing Buckingham Branch Railroad Company</b>

**Background:**

The Buckingham Branch Railroad Company is requesting a resolution from the City of Charlottesville in support of their application for grant funds from the Virginia Department of Rail and Public Transportation Rail Preservation Fund.

Buckingham Branch Railroad will provide all local matching funds for the grants.

**Attachments:**

Memo from Buckingham Branch Railroad Company  
Resolution endorsing Rail Preservation application  
List of projects  
Map

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for May 19 meeting



**BUCKINGHAM BRANCH RAILROAD COMPANY**

P.O. Box 336 – 1063 Main Street – Dillwyn, VA 23936

Phone 434-983-3300 (ext. 228)

Fax 434-983-3270

April 17, 2014



City of Charlottesville  
City Manager's Office  
605 East Main Street  
Charlottesville, VA 22902

Dear City Manager,

Buckingham Branch Railroad Company is a family-owned short line railroad that operates 275 miles of railroad in Central Virginia. Buckingham Branch was founded in 1988 by Robert and Annie Bryant and ran its first train on March 6, 1989. Since then it has grown from a 17 mile line with two employees to its current size today of 275 miles with approximately 95 employees.

Buckingham Branch leased 200 miles of track from CSX and commenced operations of the Richmond and Alleghany Division on December 20, 2004. This operating lease was for track from Clifton Forge, VA to Richmond, VA, including 9.9 miles known as the Orange Branch. Since that time we have leased 58 miles of track from Norfolk Southern Railroad and now operate our Virginia Southern Division which has tracks from Burkeville to Clarksville, Virginia.

We are requesting a resolution from the City of Charlottesville supporting Buckingham Branch Railroad Company's application for grant funds from the Virginia Department of Rail and Public Transportation Rail Preservation Fund. Buckingham Branch Railroad will provide all local matching funds for the grants.

Attached is a summary of the applications and estimated project costs that may impact your locality. There may be more than one project application that affects your locality. Applications may be for projects that are distributed over more than one county or municipality.

The work outlined in the identified projects will help us to better serve you and all of the present and future industries located in the cities, towns and counties on the lines that we operate.

Some projects are multi-year projects. The resolution amount requested reflects total estimated costs for all of the identified projects.

A sample resolution and a map showing the location of our operations are included with this letter. A copy of the approved resolution should be sent to Mr. Claude Morris at mailing address shown in the letterhead.

If you have questions or comments, please feel free to contact me at our Dillwyn office. Additional information about our company and operations may be found at our web site:  
[www.buckinghambranch.com](http://www.buckinghambranch.com)

We sincerely appreciate all of your past support. We look forward to many more years of serving your communities. Please do not hesitate to contact me if I can be of assistance.

Sincerely,

Claude Morris  
Project Manager

**RESOLUTION ENDORSING  
RAIL PRESERVATION APPLICATION  
BUCKINGHAM BRANCH RAILROAD COMPANY**

WHEREAS, the Buckingham Branch Railroad desires to file an application with the Virginia Department of Rail and Public Transportation for funding assistance for the projects; and

WHEREAS, Buckingham Branch Railroad has identified projects that are estimated to cost \$8,689,500.00 ; and

WHEREAS, the General Assembly, through enactment of the Rail Preservation Program, provides for funding for certain improvements and procurement of railways in the Commonwealth of Virginia; and

WHEREAS, the Buckingham Branch Railroad is an important element of the **City of Charlottesville** transportation system; and

WHEREAS, the Buckingham Branch Railroad is instrumental in the economic development of the area, and provides relief to the highway system by transporting freight, and provides an alternate means of transportation of commodities; and

WHEREAS, the **City of Charlottesville** supports the projects and the retention of the rail service; and

WHEREAS, the Commonwealth Transportation Board has established procedures for all allocation and distribution of the funds provided.

NOW, THEREFORE, BE IT RESOLVED, that the **City of Charlottesville** City Council does hereby request the Virginia Department of Rail and Public Transportation to give priority consideration to the projects proposed by the Buckingham Branch Railroad.

BE IT FURTHER RESOLVED, that a copy of this resolution be spread upon the minutes of the \_\_\_\_\_ (date) meeting and sent to Buckingham Branch Railroad.

ADOPTED: \_\_\_\_\_ (date)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**City of Charlottesville: Buckingham Branch Railroad Resolution Request for Rail Preservation Projects**

**Installation of Switch Heaters on the North Mountain Subdivision** is a one year project that will install approximately 23 new switch heaters between MP 160 (Gordonsville) and MP 276 (Clifton Forge). The new heaters will be more efficient and more reliable than the present gas fired switch heaters. The new heaters may be remotely controlled by the railroad's Rail Traffic Control Center.

Total Estimated Cost of Project is **\$437,000.00**.

**Surface Improvements on the Richmond and Alleghany** is a three year project that will focus on improving the railroad surface between MP 85.5 (Richmond) and MP 276.5 (Clifton Forge) and will also include the Orange Branch, MP 0 – MP 9 (Gordonsville to The Town of Orange). The project will include adding ballast, surfacing, welding rail joints, crosstie replacement and replacing rail as needed in order to reduce the maintenance requirements and improve the ride quality for Amtrak, CSX and Buckingham Branch trains. Total Estimated Cost of Project is **\$5,400,000.00**.

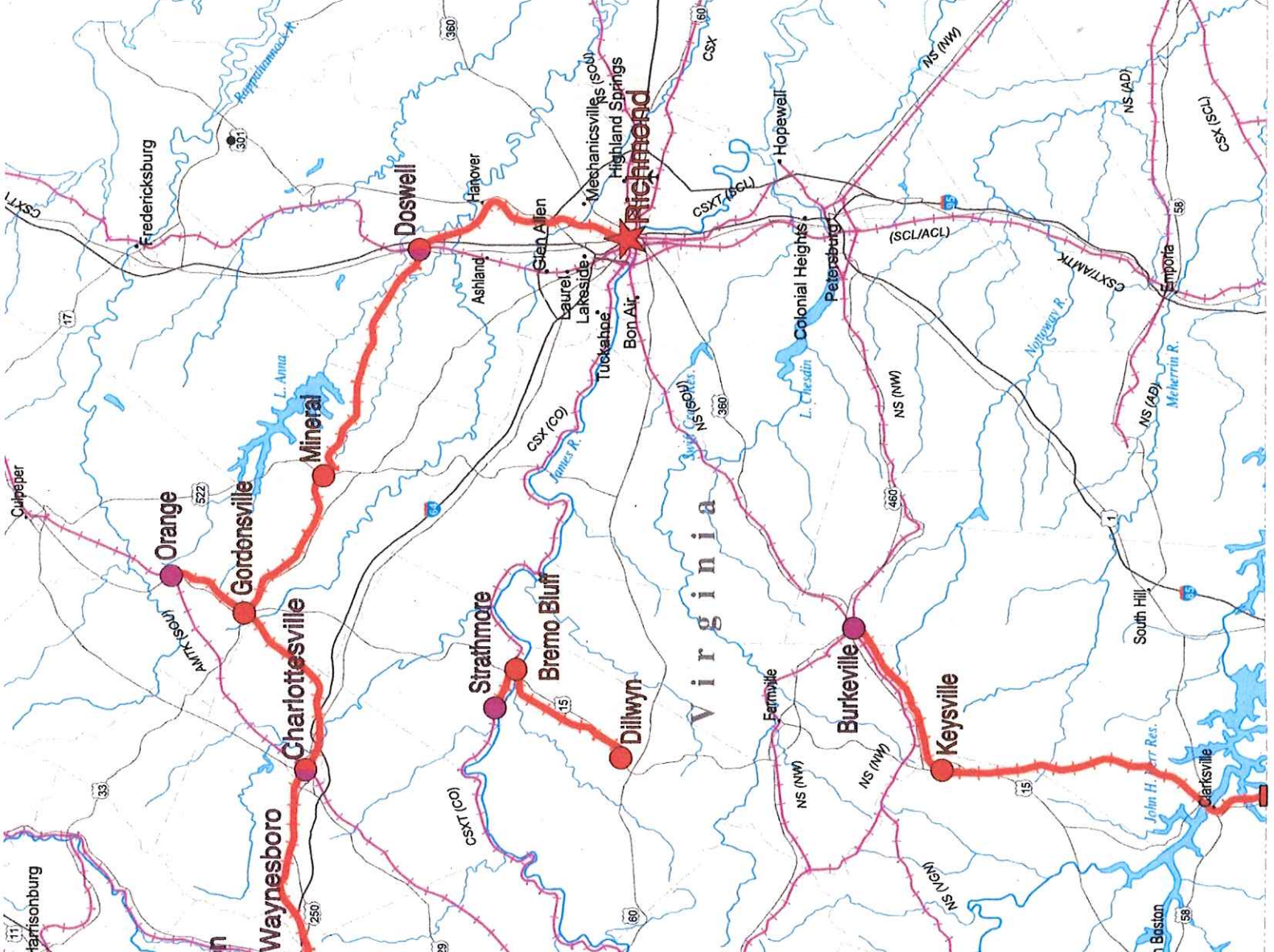
**The Charlottesville Yard Upgrade** is a two year project to replace approximately 12 turnouts and 4,500 crossties. Switch ties will be installed at switch locations as needed. Approximately 5,280 feet of rail will be installed. Welds will be made at the rail joints and switches as needed. The project shall include application of ballast and surfacing. Estimated total cost of project is **\$2,052,500.00**

**Rail Improvements to the North Mountain Subdivision** is a four year project to replace up to 12,000 linear feet of curve worn rail. The project will include replacing rail and welding rail joints in selected areas in most need of replacement between MP 160 (Gordonsville) and MP 276.5 (Clifton Forge).

Total estimated cost of the project is **\$800,000.00**






**Total Cost of Projects Requested to be Included in Resolution of Support: \$8,689,500.00**

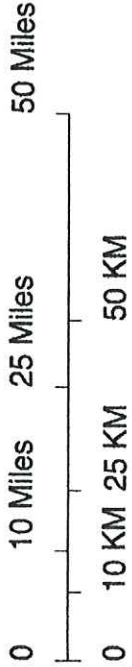




1063 Main Street  
 P.O. Box 336  
 Dillwyn, VA 23936  
 (434) 983-3300  
[www.buckinghambranch.com](http://www.buckinghambranch.com)

## Trackage in Virginia

-  Buckingham Branch Railroad
-  Other Railroads
-  Junctions
-  Buckingham Branch Stations
-  Junctions and BB Stations





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

<b>Agenda Date:</b>	May 5, 2014
<b>Action Required:</b>	Approval of Ordinance
<b>Staff Contacts:</b>	Lisa Robertson, Chief Deputy City Attorney
<b>Presenter:</b>	Lisa Robertson; Marty Silman (Assistant City Engineer); Dan Frisbee (Public Works, Water Resources Specialist)
<b>Title:</b>	<b>Zoning and Subdivision Ordinance Amendments Related to Virginia Stormwater Management Program Regulations</b>

**Background:** As you are aware, effective July 1, 2014, Virginia’s MS14 localities are required to adopt what is known as a “Virginia Stormwater Management Program (“VSMP”). Essentially, this is a requirement for localities to take over the administration and enforcement of the State’s stormwater management regulations, using local personnel. Separately, you are considering revisions to Chapter 10 of the City Code (Water Protection Ordinance) to incorporate the state-mandated requirements for administration of a local stormwater management program.

**Discussion:** In order to assure that the new local VSMP will work as intended in relation to residential and commercial developments, permits authorizing the commencement of land disturbing activities must be tied to, and applied in the context of, development approvals (review of site plans and subdivision plats). Per VA Code 62.1-44.15:27(E)(3), the City’s new VSMP must be integrated not only with its MS4 Program and Erosion and Sediment Control Program, but also with other programs requiring compliance prior to authorization of construction (required Subdivision/ Site Plan approvals; approval of building permits, demolition permits, and foundation permits; floodplain management; timing for the completion of important development infrastructure; etc.)

**SUMMARY OF PROPOSED SUBDIVISION AND ZONING ORDINANCE  
CHANGES:**

(1) *Integration of Stormwater Design and Engineering with Subdivision and Site Plan Approvals*—Procedural requirements for submission of site plans and subdivision plats, and standards for review of the adequacy of drainage within a proposed

development, should be addressed in both Chapter 29 (Subdivisions) (“S.O.”) and Chapter 34 (Zoning) (“Z.O.”) and should clearly be tied to the separate requirements of Chapter 10. The requirements/ standards applied to the review of a proposed development should be unified—they should not differ based on the process for approval of the development (subdivision or site plan approval).

The issue of the overall adequacy of drainage within a proposed development is a matter within the purview of the City’s Site Plan/ Subdivision Agent’s<sup>1</sup> review, *see* VA Code 15.2-2244(A)(3). “Drainage” includes not only treatments and improvements required for compliance with Chapter 10 (VSMP), but also additional information and protections established within the City’s zoning and subdivision ordinances (such as those intended for the protection of steep slopes). The most efficient way to accomplish this is to require the submission of the proposed stormwater management plans and information required by Chapter 10, *together with* topographic survey details (such as the location of critical slopes, streams and natural drainage areas)—all as part of the site plan/subdivision review process. *See* S.O. sections **29-111(a)** and **(b)** (required documents and information for preliminary and final subdivision plats); *see also* Z.O. sections **34-827 / 34-828** (preliminary and final site plan contents).

The end result of this: the Subdivision/ Site Plan Agent will have more information up front, during review of development plans, to see how the requirements of Chapter 10 and the state stormwater regulations will be applied to a particular development, in its entirety. Although the Subdivision/ Site Plan Agent will not have the ability to vary the requirements of *Chapter 10*, the Agent can take that information into account in making his or her own, separate determination as to whether the treatment and management of drainage within a proposed development is adequate for purposes of the provisions of the City’s Subdivision and Zoning ordinances.

**(2) Provisions for Bonding and Timing of Completion of Required Improvements.** Stormwater management facilities are types of improvements for which the City may require financial assurances of completion of construction, as part of the development approval process. S.O. section **29-260**, and the corresponding provision of the site plan ordinance, Z.O. section **34-803**, have been updated to reflect the need for construction of important infrastructure, such as stormwater management facilities, prior to occupancy of the development, or at planned stages of a phased development, by agreement with the City.

**Budgetary Impact:** None.

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<sup>1</sup> Under our local procedures, the Agent for approval of a Subdivision/ Site Plan is, depending on the nature and size of a development, either the Director of NDS (or his designee) or the Planning Commission.

**Recommendation:** We recommend adoption of the Ordinance amendments.

**Alternatives:** None recommended.

**Attachments:** Proposed Ordinance Amending City Code Chapter 29 (Subdivision of Land) and Chapter 34 (Zoning)

**AN ORDINANCE TO AMEND CHAPTERS 29 (SUBDIVISIONS) AND 34  
(ZONING) OF THE CODE OF THE CITY OF CHARLOTTESVILLE (1990), AS  
AMENDED, TO REVISE THE SUBMISSION, APPROVAL AND BONDING  
REQUIREMENTS ASSOCIATED WITH DEVELOPMENT PLANS  
(SITE PLANS AND SUBDIVISION PLATS)**

WHEREAS, the Charlottesville Planning Commission, by motion, has initiated certain changes to the City's Subdivision and Zoning Ordinances, in order to coordinate the City's processes for review of proposed developments, through approval of site plans and subdivision plats, with the requirements of the City's Water Protection Ordinance and in particular, the City's local Virginia Stormwater Management and Virginia Erosion and Sediment Control Programs, as they will be in effect as of July 1, 2014; and

WHEREAS, on April 8, 2014, the Planning Commission and City Council held a joint public hearing on the proposed amendments, pursuant to public notice as required by §15.2-2204; and

WHEREAS, on April 8, 2014, the Planning Commission voted to recommend to City Council that Council adopt the proposed changes to the City's Subdivision and Zoning Ordinances, upon finding that such changes are required by the public necessity, convenience, general welfare or good zoning practice; and

WHEREAS, this Council agrees and finds that the amendments proposed to Chapters 29 and 34 of the City Code, as recommended by the Planning Commission are required by the public necessity, convenience, general welfare or good zoning practice; Now, therefore,

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

- 1. Chapter 29 (Subdivisions) of the City Code, Sections 29-2, 29-3, 29-76, 29-111, 29-161, 29-202, 29-231, 29-232, and 29-260 are amended and re-enacted, to read as follows:**

**Sec. 29-2. Purpose.**

The purposes of this chapter are to:

- (1) Improve the public health, safety, convenience and welfare of the citizens of the city, by assuring the orderly division of land and its development;
- (2) Implement the comprehensive plan and the policies stated in section 34-3 of the zoning ordinance through the standards and procedures established herein;
- (3) Assure that the development of the city is consonant with efficient and economical use of public funds;



- (4) Assure that improvements required by this chapter will be designed, constructed and maintained so as not to become an undue burden on the community; and
- (5) Integrate the subdivision approval process with the city's local stormwater management and erosion and sediment control programs, in order to make the submission and approval of plans, issuance of permits, payment of fees and coordination of inspection and enforcement activities more efficient.

**Sec. 29-3. Definitions.**

....

Developer means the person who owns, or who controls, a tract of land developed or to be developed as a unit, which is to be used for any business or industrial purpose or is to contain three or more residential dwelling units. In context, the term shall be construed to include a subdivider.

....

*Subdivider* means one (1) or more persons who own property to be subdivided, and such person's agent(s) and successor(s) in interest, including, without limitation, the person who develops such property (see also the definition of developer).

....

**Sec. 29-76. Approval of preliminary and final subdivision plats, generally.**

(a) *Review and approval.* The commission shall review and approve preliminary plats for major subdivisions pursuant to section 29-80(a) below. The agent shall review and approve final plats pursuant to section 29-82(a), except when one (1) or more of the circumstances described in section 29-82(b)(1) are met, in which case the commission shall review and approve final plats.

(b)....

(e) *Period of validity.* The period of validity shall be as referenced in section 29-37.

(f)....

(g) Stormwater management and erosion and sediment control plans. Approval of a final stormwater management plan, and approval of a final erosion and sediment control plan, as may be applicable, is a condition of final plat approval. The agent shall not sign any final plat, unless and until final plans and approvals required by chapter 10 have been obtained.

....

**Sec. 29-111. Required documents and information.**

(a) *Preliminary plat requirements.* The following documents and information shall be submitted along with each preliminary plat, or, if none, with each final plat:

- (1) *Request for critical slopes waiver.* If the need for a waiver is known at the time of submission, the subdivider shall submit a written request and justification for any requested waiver under section 34-1120 of the zoning ordinance, authorizing the disturbance of critical slopes. The applicant shall provide information, drawings and narrative details, addressing how the layout and location of proposed streets, utilities, stormwater management facilities, etc. will minimize the disturbance of critical slopes and natural drainage areas.
- (2) *Stormwater management information.* ~~The Standards and Design Manual provides stormwater management information and establishes stormwater requirements. A statement of compliance with relevant requirements for stormwater management shall be submitted.~~ Topographic information submitted with a preliminary plat shall be in the form of a topographic survey, which shall identify areas of critical slopes, as defined in Sec. 29-3, natural streams, natural drainage areas, and other topographic features of the site. The applicant shall provide a stormwater management concept detailing how the applicant will achieve adequate drainage post-development, including a description of the specific design concept the applicant plans to apply. References to specific types of stormwater management facilities, specific treatments, BMPs, LID techniques, etc. shall be provided. The stormwater management concept shall be prepared by a professional engineer or landscape architect, as those terms are defined in Code of Virginia Sec. 54.1-400, and shall describe the manner in which stormwater runoff from the subdivision will be controlled in order to minimize the damage to neighboring properties and receiving streams, and prevent the discharge of pollutants into surface waters, in accordance with the requirements of City Code Chapter 10.
- (3) ....

(b) *Final plat requirements.* In addition to any information required by paragraph (a), above, the following documents or information shall be submitted with each final plat, unless included in the site plan previously approved or under review:

- (1) *Infrastructure plans and computations in accordance with the Standards and Design Manual.* Detailed plans, computations and necessary supporting documents for physical improvements including, but not limited to, traffic studies, street plans and cross sections, soil testing results, gas utilities, ~~drainage plans and computations,~~ sewer and water plans and computations, ~~erosion and sediment control plans and stormwater management plans and computations required by the water protection ordinance,~~ landscape plans, parking calculations and other requirements of applicable zoning regulations, flooding computations and plans (if applicable), and any other plans, calculations and details documents deemed

necessary by the city engineer in consultation with the director of public works, in order to determine compliance with the development standards set forth within article IV of this chapter. The agent may, pursuant to section 29-36, and in its sole discretion, waive any of these requirements for minor subdivisions, except the requirements for drainage and flood control plans and soil characteristics. Information, details, calculations, construction plans and other documents or data required by chapter 10 for a final stormwater management plan and a final erosion and sediment control plan shall be included.

(2) ....

(10) *Instruments evidencing affordable housing requirements.* If the subdivision includes land that is subject to an affordable housing obligation arising under section 34-12(a) or 34-12(d)(1), the subdivider shall submit with the final plat the instrument(s) assuring the reservation of land for such obligation, in such format as may be required by the regulations enacted pursuant to section 34-12(g).

(c) Subject to the provisions of Sec. 29-36, the agent may grant variations or exceptions to particular submission requirements articulated within this section, or within Sec. 29-110, for a boundary line adjustment or minor subdivision; provided, however, that the agent may not grant variations or exceptions to (i) any requirements of chapter 10, or any requirements or standards set forth within this chapter relating to drainage or flood control, or (ii) any requirements applicable to the layout, design and construction of public streets or other public facilities.

**Sec. 29-161. Lots.**

(a) Each lot within a subdivision shall satisfy applicable lot size, buildable area and other requirements of the city's zoning ordinance, and of this chapter, and shall have frontage either:

- (1) On a street dedicated to the public which, once constructed and improved by the subdivider will qualify for acceptance into the city's street system, or
- (2) On a private street in a townhouse development, pursuant to City Code section 34-388(b).

(b)....

(c)....

(d)....

(e) Side lot lines of each lot shall be approximately at right angles or radial to the street line, except turnaround terminal points. The agent or commission may vary or grant exceptions to this requirement, pursuant to section 29-36 above.

(f)....

**Sec. 29-202. Stormwater management and drainage facilities.**

(a) Every development shall be designed so that construction of buildings, structures, public facilities and other site-related improvements will minimize disturbance of natural drainage areas and critical slopes. Structures necessary to ensure stability of critical slopes shall be provided.

(b) Every development will be designed to achieve state and local requirements for post-development stormwater management, including measures addressing both the quantity and quality of stormwater, as set forth within Stormwater management and drainage facilities shall be implemented in accordance with the Standards and Design Manual and all other applicable city ordinances, including Chapter 10 of the City Code and the Standards and Design Manual.

....

**Sec. 29-231. Dedication of streets, curb and gutter, water and sewer facilities, etc. for public use.**

(a) The agent or commission shall require a subdivider to dedicate to the city for public use every easement and right-of-way located within the subdivision or section thereof, which has constructed or proposed to be constructed therein any each public street, curb, gutter, sidewalk, bicycle trail, drainage or sewerage system, waterline as part of a public system, or other improvement dedicated for public use and to be maintained by the City or another public agency (including each non-constructed street extension, and each required curb, gutter, sidewalk, bicycle trail, stormwater management facility and drainage improvement for the public street) and the agent or commission may require a subdivider to dedicate to the city for public use any stormwater management facility, bicycle trail or pedestrian trail within a subdivision or section thereof, as follows: ....

(b)....

(c) The agent or commission shall require each subdivider to establish easements for facilities for stormwater management and drainage control, as follows:

- (1) An easement for all stormwater management facilities and drainage control improvements located on the property shall be established whenever the improvement is designed and/or constructed beyond a street right-of-way or access easement and shall extend from all drainage outfalls to an adequate channel that satisfies minimum standards established by the Virginia Department of Environmental Quality or the State Water Control Board~~Conservation and Recreation~~, to the boundary of the property.
- (2) An easement shall be established along every~~any~~ natural stream, natural drainage area to be preserved, and every ~~or~~ manmade waterway located on the property.

- (3) The area of each required easement shall be sufficient, as determined by the city engineer, to: (i) accommodate the facilities and the drainage characteristics from each drainage outfall from a drainage control, ~~and~~ (ii) allow access to a natural stream or manmade waterway to allow widening, deepening, relocating, improving, or protecting the natural stream or manmade waterway for drainage purposes, and (iii) to meet applicable standards and requirements set forth within Chapter 10 and the Design and Standards Manual.

(4)....

**Sec. 29-232. Dedication of land or stormwater management facilities for public use.**

A subdivider may dedicate to the city any land within the subdivision that is suitable for parks, open space, stormwater management facilities and other public facilities, utilities and other public or semipublic uses, as follows:

- (1) The city council shall not be required to compensate the subdivider for the land dedicated if the dedication is a gift, required by a proffer as part of a conditional rezoning, required as a condition of a special use permit, variance or other approval, or if the need for the land is substantially generated by the subdivision. The determination of whether the need for land is substantially generated by the subdivision shall be made in the manner prescribed by section 29-230(2).
- (2) Land dedicated under this section shall be set apart on the final plat and shall be identified by a note on the plat stating that the land is dedicated for public use. The proposed dedication shall be subject to review as to consistency with the City's Comprehensive Plan, as required by Code of Virginia § 15.2-2232.
- (3) A subdivider's proposed dedication of a stormwater management facility shall be reviewed and governed by the provisions of City Code section ~~10-57~~ 10-56. No such dedication shall be accepted unless and until the City receives a financial guarantee, in the form of a bond or like surety, in an amount sufficient for and conditioned upon the construction of such stormwater management facilities in accordance with the standards and requirements set forth within Chapter 10 and the Design and Standards Manual.

**Sec. 29-260. Satisfactory completion of site-related improvements required.**

(a) ~~Prior to approval of a final plat, a~~ A developer/subdivider shall must either (i) complete all site-related improvements required by this chapter prior to issuance of the first certificate of occupancy for any building within a development, or (ii) ~~must enter into~~ execute a written agreement with the city to complete the construction of all such site-related improvements within a period of time set forth within such agreement, relative to a specified plan for phasing of the proposed development. In either case: prior to issuance of any building permit, and prior to issuance of any permit authorizing any land disturbing activity within the development, the developer shall provide a financial performance guarantee for completion of the site-related improvements, as set forth within paragraph (c), below agreed to by the agent and furnish to the agent a surety conditioned upon satisfactory

completion of the required improvements. For the purposes of this section, the term “site-related improvements” means the following facilities: every public street, curb, gutter sidewalk, bicycle trail, drainage or sewerage system, waterline as part of a public system, or other improvement dedicated for public use and proposed to be maintained by the City or another public agency; and other improvements required by this chapter, and to be financed in whole or in part by private funds, for: vehicular ingress and egress, including traffic signalization and control, for public access streets, for structures necessary to ensure stability of critical slopes, and for stormwater management facilities.

(b) Upon completion of required site-related improvements, a developer subdivider shall submit to the agent a certificate of completion prepared by a professional engineer or a land surveyor, and the developer subdivider shall also submit his or her own certification to the agent that all of the construction costs for the improvements, including those for materials and labor, have been paid to the person(s) constructing the improvements.

(c) Every final plat approval shall be conditioned upon compliance with all of the requirements of this section. Prior to such final approval, and prior to the agent’s signature of the final plat, the agent shall obtain the subdivider’s written acknowledgement of the obligation and applicable time period for completing construction of the site-related improvements. The obligation to complete construction of all site-related improvements in accordance with City requirements, standards and specifications, and within the applicable time period, shall be backed by an adequate performance guarantee, established Pending actual completion of all site-related improvements, a final plat may be approved as follows:

(1) A developer The subdivider shall furnish to the agent a financial guarantee, which shall be one of the following city attorney: (i) a certified check or cash escrow in the amount of the estimated costs of construction; (ii) a personal, corporate or property bond, with surety satisfactory to the city; (iii) a contract for the construction of such facilities and the construction contractor's bond, with like surety, in like amount and so conditioned; or (iii) a bank or savings institution's letter of credit on certain designated funds satisfactory to the city as to the bank or savings institution, the amount and the form. Each financial guarantee shall be in an amount sufficient for and conditioned upon the equal to the estimated cost of construction of the required site-related facilities, based on unit prices for new public or private sector construction within the city, and in a form satisfactory to the city attorney. The amount of such certified check, cash escrow, bond, or letter of credit shall not exceed the total of the estimated cost of construction based on unit prices for new public or private sector construction within the city and plus a reasonable allowance for estimated administrative costs, inflation, and potential damage to existing roads or utilities, which shall not exceed twenty-five (25) percent of the estimated construction costs. Every financial guarantee shall be conditioned upon completion of construction of the site-related improvements in accordance with City ordinances, regulations and standards, within the time period applicable under paragraph (a) of this section.

(2) If a subdivider records a final plat which may be a section of a subdivision as shown on an approved preliminary plat, and furnishes to the governing body at the

same time ~~that construction plans are submitted,~~ a certified check, cash escrow, bond, or letter of credit, in ~~thesuch~~ amount and conditioned as specified within paragraph (c)(1), above, to ensure completion of of the estimated cost of construction of the site-related facilities to be dedicated for public use within that section ~~for public use,~~ then the subdivider shall have the right to record the remaining sections shown on the preliminary subdivision plat for a period of five (5) years from the recordation date of the first section, or for such longer period as the agent may, at the time of approval of the plat for the first section, determine to be reasonable, taking into consideration the size and phasing of the proposed development, subject to the terms and conditions of this subsection and subject further to engineering and construction standards and zoning requirements in effect at the time that each remaining section is recorded. The amount of the financial guarantee for site-related improvements in each subsequent section shall be established, and such financial guarantee shall be provided by the developer to the agent, prior to issuance of any building permit or any other permit authorizing land disturbing activity within that section.

(d)....

- 2. Chapter 34 (Zoning) of the City Code, Sections 34-803, 34-827, 34-828 are hereby amended and re-enacted, to read as follows:**

**Sec. 34-803. Improvements—Construction and bonding.**

- (a)....
- (b)....
- (c)....

(d) Every developer, and every final site plan approval for a development, shall be subject to the provisions of City Code § 29-260, *mutatis mutandis*. Prior to the final approval of any site plan, there shall be executed by the developer an agreement to construct all improvements that are to be dedicated to public use. Prior to final approval of a site plan, issuance of a building permit, or issuance of a certificate of occupancy, the city engineer may require a bond, with surety, in an amount sufficient to cover the estimated costs of such improvements. In determining the estimated costs of the improvements to be bonded, the developer shall submit an estimate of such costs that shall be reviewed and approved by the city engineer. The agreement and bond shall provide for and be conditioned upon completion of all work within a time specified by the city engineer. Otherwise, the completion of all other improvements required by or pursuant to this section shall be certified and/or bonded at the time of issuance of a certificate of occupancy.

**Sec. 34-827. Preliminary site plan contents.**

- (a)....
- (b)....
- (c)....

(d) The preliminary site plan shall contain the following information:

- (1)....
- (2)....
- (3)....
- (4) Existing topography for the entire site at maximum five-foot contours; proposed grading (maximum two-foot contours), supplemented where necessary by spot elevations; and sufficient offsite topography to describe prominent and pertinent offsite features and physical characteristics, but in no case less than fifty (50) feet outside of the site unless otherwise approved by the director. Topographic information submitted with a preliminary plat shall be in the form of a topographic survey, which shall identify areas of critical slopes, as defined in Sec. 29-3, natural streams, natural drainage areas, and other topographic features of the site.
- (5) Existing landscape features as described in section 34-867 (requirements of landscape plans), including all individual trees of six (6) inch caliper or greater.
- (6)....



- (7) One hundred-year flood plain limits, as shown on the official flood insurance maps for the City of Charlottesville, as well as the limits of all floodway areas and base flood elevation data required by section 34-253.
- (8)...
- (9) Location and size of ~~existing water, sanitary and storm sewer facilities and easements;~~ drainage channels, and existing and proposed drainage easements; and a stormwater management concept detailing how the applicant will achieve adequate drainage post-development, including a description of the specific design concept the applicant plans to apply. References to specific types of stormwater management facilities, specific treatments, BMPs, LID techniques, etc. shall be provided. The stormwater management concept shall be prepared by a professional engineer or landscape architect, as those terms are defined within Virginia Code Sec. 54.1-400, and shall describe the manner in which stormwater runoff from the subdivision will be controlled in order to minimize the damage to neighboring properties and receiving streams, and prevent the discharge of pollutants into surface waters, in accordance with the requirements of City Code Chapter 10.
- (10) Location and size of existing water, sanitary and storm sewer facilities and easements, and pProposed conceptual layout for water and sanitary sewer facilities and public storm sewer facilities.
- (11)....
- (12)....
- (13)....
- (14)....
- (15) Landscape plan, in accordance with [section 34-867](#), if the proposed site plan is subject to entrance corridor review.

**Sec. 34-828. Final site plan contents.**

- (a)....
- (b)....
- (c)....
- (d) The final site plan shall reflect conditions of approval of the preliminary site plan, and shall meet all requirements set forth within Code of Virginia §15.2-2240 et seq. In addition, ~~to all the information required on the preliminary site plan~~, the final site plan shall contain the following information:
  - (1) The location, character, size, height and orientation of proposed signs, as proposed to be installed or erected in accordance with Article IX, sections [34-1020](#), et seq. of this chapter; and elevations of buildings showing signs to be placed on exterior walls.  
Signs which are approved in accordance with this section shall be considered a part

of the approved site plan. Thereafter, signs shall not be installed, erected, painted, constructed, structurally altered, hung, rehung or replaced except in conformity with the approved site plan. Any changes in signs from the approved site plan or any additions to the number of signs as shown on the site plan shall be allowed only after amendment of the site plan by the director of neighborhood development services or the planning commission.

(2)...

(3)....

(4)....

(5)....

(6) Detailed [stormwater management plans, and](#) construction drainage and grading plans, showing:

a. Profiles of all ditches and channels, whether proposed or existing, with existing and proposed grades; invert of ditches, cross pipes or utilities; typical channel cross sections for new construction; and actual cross sections for existing channels intended to remain.

b. Profiles of all storm drainage systems showing existing and proposed grades.

c. Plan view of all drainage systems with all structures, pipes and channels numbered or lettered on the plan and profile views. Show sufficient dimensions and bench marks to allow field stake out of all proposed work from the boundary lines.

d. A drainage summary table for culverts, storm drainage facilities and channels.

e. A legend showing all symbols and abbreviations used on the plan.

f. [Information, details, calculations, construction plans and other documents or data required by chapter 10 for a final stormwater management plan shall be included, along with such other information, plans, calculations, and details sufficient to demonstrate compliance with the standards for drainage set forth within article IV of the City's subdivision ordinance.](#)

g. [Information, details, calculations, plans and other documents or data required by chapter 10 for an erosion and sediment control plan.](#)

(7)...

(8)....

(9)....

(10) Signature panel for the ~~director~~ preparer, [consistent with the requirements of paragraph \(a\), above.](#)

(11)....

....

3. **The effective date of this Ordinance shall be July 1, 2014.**

CITY OF CHARLOTTESVILLE, VIRGINIA.  
CITY COUNCIL AGENDA.



Agenda Date:	May 19, 2014
Action Required:	Adopt Ordinance
Presenter:	Judith Mueller, Public Works Director
Staff Contacts:	Judith Mueller, Public Works Director Steve Lawson, Public Service Manager
<b>Title:</b>	<b>Ordinance to Increase Street Cut Permit Fee from \$40 to \$60</b>

**Background:** Chapter 28 of City Code requires a permit to excavate, tunnel, or undermine a city street or sidewalk. In the recently completed budget season, Council approved a fee increase, from \$40 to \$60, effective July 1, 2014 as part of the F.Y. 2015 City Council Adopted Budget. This agenda item fulfills the requirement that City Council also approve a change to the City Code section.

**Discussion:** The current \$40 street cut permit fee for construction occurring in City streets and sidewalks has not increased since inception of the program back in the 1980's. Other jurisdictions and the State have much higher basic cut fees:

V.D.O.T.	\$110
Fairfax	\$100
Richmond	\$50
Roanoke	\$50
Lynchburg	minimum of \$ 25, more depending on size of excavation

Council approved increasing the fee to \$60 as part of the F.Y. 2015 City Council Adopted Budget.

**Community Engagement:** This fee increase was proposed as part of the F.Y. 2015 City Manager's Proposed Budget. There were several public hearings and budget worksessions held that provided the public an opportunity to provide input on this proposal.

**Alignment with City Council's Vision and Priority Areas:** Provides additional resources for proper management, inspection, and restoration of City streets and sidewalk infrastructure.

**Budgetary Impact:** Estimated annual revenue increase of \$24,000 that has been included as part of the F.Y. 2015 City Council Adopted Budget

**Recommendation:** Approval of change to City Code increasing the base street cut permit fee from \$40 to \$60.

**Alternatives:** N/A

**Attachments:** Proposed Ordinance

**AN ORDINANCE  
AMENDING AND REORDAINING SECTION 28-52 OF ARTICLE II  
OF CHAPTER 28 (STREETS AND SIDEWALKS) OF THE  
CHARLOTTESVILLE CITY CODE, 1990, AS AMENDED, TO  
INCREASE THE STREET CUT PERMIT FEE.**

**BE IT ORDAINED** by the Council for the City of Charlottesville, Virginia, that Section 28-52 of Article II (Street Excavations) of Chapter 28 (Streets and Sidewalks) is hereby amended and reordained, as follows:

**Sec. 28-52. Same—Application, fee; indemnification for damages, etc.**

(a) Application for a permit under this article shall be made on a form prescribed by the director of public works. The application shall state the place where the work is to be performed; the purpose and nature of the work; the dimensions of the work, including the depth of the excavation; the amount of pavement or improved surface, in linear feet, which will be broken or cut; the time at which the work is to be commenced and the time at which it is to be completed; and such other information as may be required by the director of public works.

(b) The applicant shall submit with each application a permit and inspection fee in the following amount:

- (1) A basic cut or excavation fee of ~~forty dollars (\$40.00)~~ sixty dollars (\$60.00);  
and
- (2) Ten dollars (\$10.00) for each additional separate cut made pursuant to the permit; and
- (3) For any cut or excavation in excess of one hundred (100) linear feet, ten dollars (\$10.00) for each additional one hundred (100) linear feet, or fraction thereof.

(c) The applicant for a permit shall agree to indemnify and save harmless the city, its citizens, residents and property owners against any and all loss by reason of failure to comply with the requirements of this article and the applicable standards, and from neglect or carelessness in performance of the work.

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



<b>Agenda Date:</b>	May 19, 2014
<b>Action Required:</b>	Public Hearing for Utility Rates- Adoption is June 2, 2014
<b>Presenter:</b>	Sharon O’Hare. Assistant Finance Director, City of Charlottesville
<b>Staff Contacts:</b>	Sharon O’Hare, Assistance Finance Director Teresa Kirkdoffer, Senior Accountant
<b>Title:</b>	<b>Proposed Utility Rates for FY2015</b>

**Background:**

The City of Charlottesville is required to adopt water, wastewater, and natural gas rates for the upcoming fiscal year. This is the public hearing for the rates to be adopted June 2<sup>nd</sup>, 2014.

**Discussion:**

The City is proposing the following rates in the water, wastewater, and gas utility: \$50.27/1,000 CF of water, \$61.26/1,000 CF of wastewater and \$100.58/8,000 Cf of natural gas.

The average single family household usage per month (460 cf water and wastewater, 5,344 cf of gas) will estimated to spend the following

	<u>Current Monthly Charge</u>	<u>Proposed</u>	<u>Increase</u>	<u>Percent</u>
<b>Water</b>	\$ 24.28	\$ 27.12	\$ 2.84	11.70 %
<b>Wastewater</b>	28.94	32.18	3.34	11.58 %
<b>Gas</b>	<u>72.86</u>	<u>72.84</u>	<u>(0.02)</u>	<u>(0.03)</u>
<b>Total</b>	\$ 109.02	\$ 109.00	\$ 6.16	4.89 %

**Budgetary Impact:**

No general fund budget impact. Utility funds must be self-sustaining to avoid their debt being applied against the City 8% debt service policy.

**Recommendation:**

Staff recommends approval of the proposed rates.

**Alternatives:**

Maintaining existing rates will results in over \$1,000,000 loss within the water fund and over \$1,250,000 loss within the wastewater fund. These utilities would not meet the working capital requirement in violation of our long term financial policies. Keeping FY2014 gas rates will result in a profit within the gas utility and overcharge our customers. If the utilities are not self-sustaining how debt issued for water and sewer utilities is calculated by rating agencies will be impacted negatively.

**Attachments:**

Proposed Utility Rate Report, At a Glance, Press Release dated May 6, 2014.

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**AN ORDINANCE  
AMENDING AND REORDAINING  
CHAPTER 31 (UTILITIES) OF THE CODE  
OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,  
TO ESTABLISH NEW UTILITY RATES AND SERVICE FEES  
FOR CITY GAS, WATER AND SANITARY SEWER.**

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

**1. Sections 31-56, 31-57, 31-60, 31-61, 31-62, 31-153 and 31-156 of Chapter 31, of the Code of the City of Charlottesville, 1990, as amended, are hereby amended and reordained as follows:**

**CHAPTER 31. UTILITIES**

**ARTICLE II. GAS**

**DIVISION 2. TYPES OF SERVICE; SERVICE CHARGES**

**Sec. 31-56. Rates - Generally.**

The firm service gas rates based on monthly meter readings shall be as follows:

Basic Monthly Service Charge	\$ 10.00	
First 3,000 cubic feet, per 1,000 cubic feet	<del>\$ 10.6256</del>	<u>12.0771</u>
Next 3,000 cubic feet, per 1,000 cubic feet	<del>\$ 9.9981</del>	<u>11.3525</u>
Next 144,000 cubic feet, per 1,000 cubic feet	<del>\$ 8.9255</del>	<u>10.1448</u>
All over 150,000 cubic feet, per 1,000 cubic feet	<del>\$ 8.7130</del>	<u>9.9032</u>

**Sec. 31-57. Same--Summer air conditioning.**

(a) Gas service at the following rate shall be available to customers who request such service in writing and who have installed and use air conditioning equipment operated by natural gas as the principal source of energy. The air conditioning rate will be available for bills rendered during the months of May through October of each year and shall be as follows:

- (1) Single-family residential. For the first four thousand (4,000) cubic feet of gas used per month, the charge shall be the sum as set forth under section 31-56, and for all gas used in excess of four thousand (4,000) cubic feet per month, the rate shall be ~~\$8.0455~~ \$9.2914 per one thousand (1,000) cubic feet.
- (2) Other. All gas used for summer air conditioning shall be separately billed at the rate of ~~\$8.0455~~ \$9.2914 per one thousand (1,000) cubic feet. All gas used during billing periods other than May through October of each year shall be at the rates set forth in section 31-56, 31-60 or 31-61 of this Code, as applicable.

(b) The director of finance may, when it is impracticable to install a separate meter for air conditioning equipment, permit the use of one (1) meter for all gas delivered to the customer, in which instance the director of finance shall estimate the amount of gas for uses other than air conditioning and shall bill for such gas at the rates provided in applicable sections of this division.

...

### **Sec. 31-60. Interruptible sales service.**

(a) *Conditions.* . . .

(b) *Customer's agreement as to discontinuance of service.* . . .

(c) *Basic monthly service charge.* The basic monthly charge for interruptible sales service shall be sixty dollars (\$60.00).

(d) *Rate.* For all gas consumed by interruptible customers the rate shall be ~~\$8.0380~~ \$9.2336 per one thousand (1,000) cubic feet for the first six hundred thousand (600,000) cubic feet, and ~~\$6.5065~~ \$7.7370 per one thousand (1,000) cubic feet for all volumes over six hundred thousand (600,000) cubic feet.

(e) *Annual Minimum Quantity.* Interruptible rate customers shall be obligated to take or pay for a minimum quantity of one million two hundred thousand (1,200,000) cubic feet of gas annually. Each year, as of June 30, the director of finance shall calculate the total consumption of each interruptible customer for the preceding twelve (12) monthly billing periods, and shall bill any customer that has consumed less than the minimum quantity for the deficient amount at the rate of ~~\$6.5065~~ \$7.7370 per one thousand (1,000) cubic feet. Any new customer shall be required to enter into a service agreement with the City prior to the start of service. If an interruptible customer terminates service the annual minimum requirement shall be prorated on the basis of one hundred thousand (100,000) cubic feet per month for each month the customer has received service since the last June 30 adjustment.

(f) *Contract required.* . . .

### **Section 31-61. Interruptible Transportation Service.**

(a) *Generally.* ...

(b) *Rate.* The rate for transportation service shall be ~~\$3.8233~~ \$3.6762 per decatherm for a combined IS and TS customer and ~~\$3.04~~ \$3.03 per decatherm for a customer receiving only TS gas.

(c) *Basic Monthly Service Charge.* Each combined IS and TS customer shall pay a monthly service charge of \$150.00 per meter for the right to receive TS service plus the basic



monthly service charge of \$60.00 per meter for IS gas. TS only customers shall pay a monthly service charge of \$150 per meter.

- (d) . . .
- (e) . . .
- (f) . . .
- (g) . . .
- (h) . . .
- (i) . . .
- (j) . . .

**Section 31-62. Purchased gas adjustment.**

In computing gas customer billings, the basic rate charges established under sections 31-56, 31-57, 31-60 and 31-61 shall be adjusted to reflect increases and decreases in the cost of gas supplied to the city. Such increases or decreases shall be computed as follows:

(1) For the purpose of computations herein, the costs and charges for determining the base unit costs of gas are:

- a. Pipeline tariffs;
- b. Contract quantities; and
- c. Costs of natural gas, in effect or proposed March 1, ~~2013~~ 2014.

(2) Such base unit costs are ~~\$5.4479~~ \$6.7986 per one thousand (1,000) cubic feet for firm gas service and ~~\$3.9347~~ \$5.2989 per one thousand (1,000) cubic feet for interruptible gas service.

(3) In the event of any changes in pipeline tariffs, contract quantities or costs of scheduled natural gas, the unit costs shall be recomputed on the basis of such change in accordance with procedures approved by the city manager. The difference between the unit costs so computed and the base unit costs shall represent the purchased gas adjustment to be applied to all customer bills issued beginning the first billing month after each such change.

...

**ARTICLE IV. WATER AND SEWER SERVICE CHARGES**

...

**Sec. 31-153. Water rates generally.**

(a) Water rates shall be as follows:

	<u>May-September</u>	<u>October-April</u>
(1) Monthly service charge.	\$4.00	\$4.00
(2) Metered water consumption, per 1,000 cu. ft .	<del>\$50.62</del> <u>58.03</u>	<del>\$38.94</del> <u>44.64</u>

(b) This section shall not apply to special contracts for the consumption of water which have been authorized by the city council.

...

**Sec. 31-156. Sewer service charges generally.**

(a) Any person having a connection directly or indirectly, to the city sewer system shall pay therefor a monthly charge as follows:

(1) A basic monthly service charge of four dollars (\$4.00).

(2) An additional charge of ~~forty four dollars (\$44.00)~~ sixty one dollars and twenty six cents (\$61.26) per one thousand (1,000) cubic feet, of metered water consumption.

(b) Any water customer not discharging the entire volume of water used into the city's sanitary sewer system shall be allowed a reduction in the charges imposed under this section, provided such person installs, at his expense, a separate, City-approved water connection to record water which will not reach the City sewer system. The cost and other terms of City Code section 31-102 shall apply. For customers with monthly water consumption in excess of thirty thousand (30,000) cubic feet, where the director of finance considers the installation of a separate meter to be impracticable, the director may establish a formula which will be calculated to require such person to pay the sewer charge only on that part of the water used by such person which ultimately reaches the city sewers.

**2. The foregoing amendments shall become effective July 1, 2014.**

# At A Glance

## City of Charlottesville Utility Rate Report FY2015

The following material provides a brief summary of the rate and fee recommendations for water, wastewater, and natural gas for FY2015. All rates will go into effect July 1, 2014. For a thorough explanation and details of the recommendations please consult the complete Proposed Utility Rate Report FY2015.

The City is proposing the following changes in the water, wastewater, and gas utility. The rates are based on average single family household usage per month (460 cf of water and wastewater, 5,344 cf of gas):

	<u>Current Monthly Charge</u>	<u>Proposed</u>	<u>Increase</u>	<u>Percent</u>
<b>Water</b>	\$ 24.28	\$ 27.12	\$ 2.84	11.70 %
<b>Wastewater</b>	28.84	32.18	3.34	11.58
<b>Gas</b>	<u>72.86</u>	<u>72.84</u>	<u>(0.02)</u>	<u>(0.03)</u>
<b>Total</b>	\$ 125.98	\$ 132.14	\$ 6.16	4.89 %

### **WATER RATES**

The proposed composite rate for FY2015 for 1,000 cubic feet of water is \$50.27.

### **Impact on the Customer**

The customer impact from the rate increase will depend on how much water the customer consumes a month. The average single-family household uses 460 cf/month (3,441 gallons).

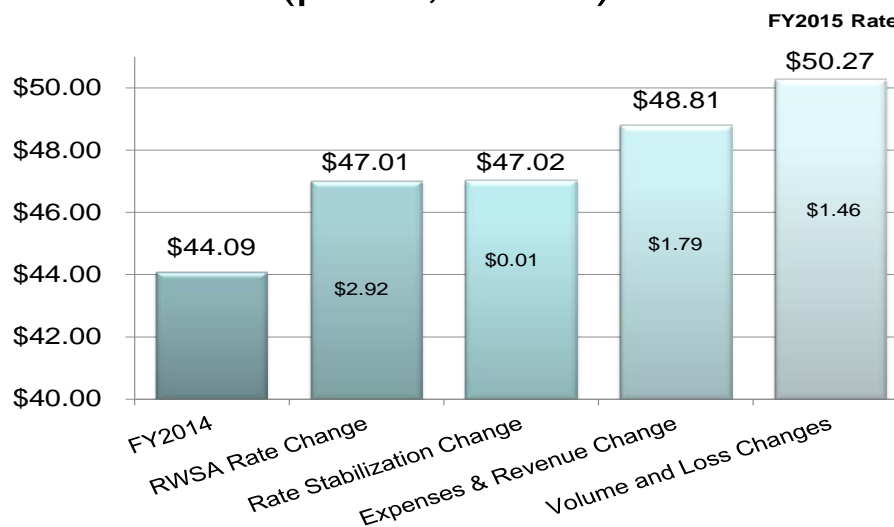
- **The monthly bill for the average single-family customer** will increase from \$24.28 to \$27.12, an increase of \$2.84 or 11.70%.
- The monthly bill for the customer who uses 1,000 cubic feet per month will increase from \$48.09 to \$54.27, an increase of \$6.18 or 12.85%.

### **Factors Influencing the Water Rate**

The impact of each component on the final rate is depicted below.

- Increasing wholesale rate from RWSA by \$2.408 the City's rate by \$2.92.
- The \$2,000 reduction in the use of rate stabilization funds increases the rate by \$0.01.
- The increase in operating expenses primarily from debt service and operations and maintenance cause an increase in the rate of \$1.79.
- And finally, although the volume is changing so is the water loss figure. Water loss, the difference between what we sell to our customers and what we purchase from RWSA, is increasing. This means that water attributable to leaks or unmetered usage is rising. These factors resulted in an increase in rate of \$1.46 to \$50.27.

## Impacts on Water Rate (per 1,000 cf)



# City of Charlottesville Utility Rate Report FY2015

## WASTEWATER RATES

The proposed rate for 1,000 cubic feet of wastewater FY2015 is \$61.26.

### Impact on the Customer

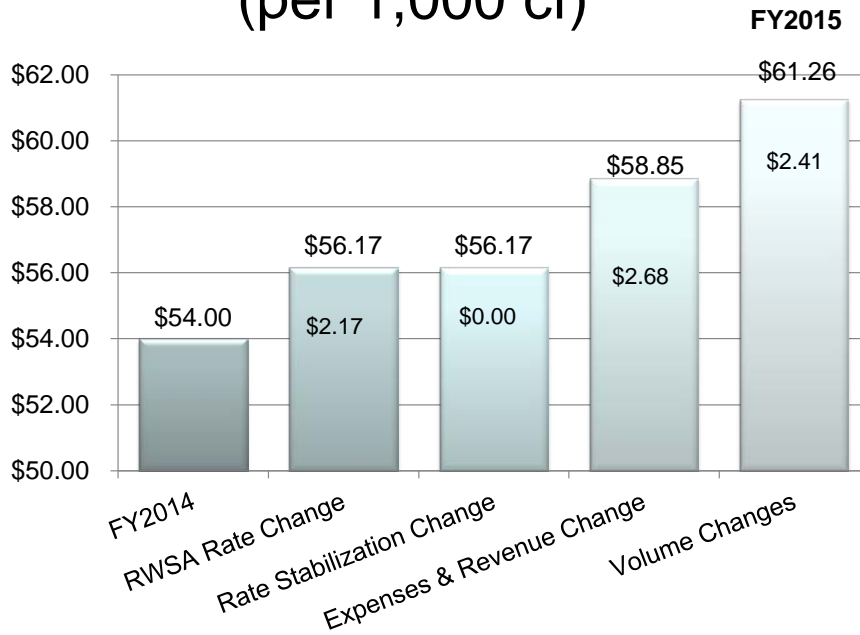
- **The average monthly wastewater bill for the single-family customer**, who uses 460 cubic feet of water, will rise from \$28.84 to \$32.18, an increase of \$3.34 or 11.58%.
- The monthly bill for the customer who uses 1,000 cubic feet per month will rise from \$58.00 to \$65.26, an increase of \$7.26 or 12.52%.

### Factors Influencing the Wastewater Rate

The impact of each component on the final rate is depicted below.

- The increase in the treatment rate from RWSA, from \$26.876/cf to \$28.589/cf, increases the rate an additional \$2.17 to \$56.17/cf.
- The use of \$850,000 in rate stabilization funds, the same as that used last year, produces no change in the wastewater rate. Please note that using the \$850,000 does cause the rate to be \$6.08 lower than it would be without the rate stabilization funds.
- Changes in City expenses and revenue results in an increase of the rate of \$2.68 to \$58.85/cf.
- The reduction in treatment volume adds an addition \$2.41 for a final rate per cf of \$61.26.

## Impacts on Wastewater Rate (per 1,000 cf)



# City of Charlottesville Utility Rate Report FY2015

## GAS RATES

### Impact on Average Customer

Proposed firm rates for July 1, 2015 are (0.44%) lower for the typical firm customer using 8,000 cf than actual rates for March, 2014. Firm customers include all types of customers (residential, commercial and industrial) for whom gas supplies are guaranteed to be available all year long without interruption. The actual percent decrease is dependent upon usage.

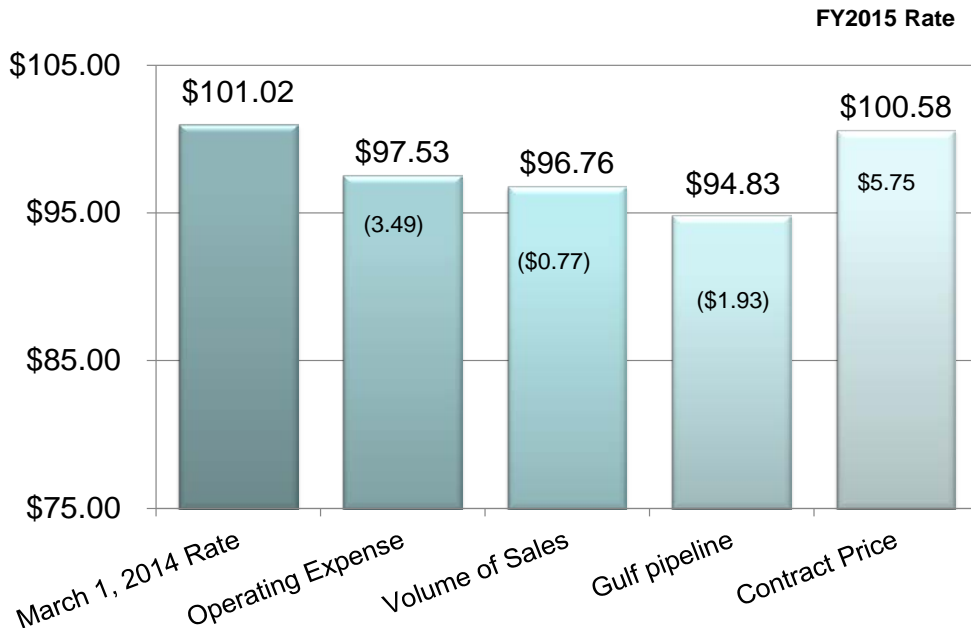
- The average single-family household who consumes 5,344 cubic feet of gas, the monthly bill will decrease from \$72.86 to \$72.84, a decrease of (0.03%).
- For a representative residential monthly consumption of 8,000 cf, the monthly bill will decrease from \$101.02 to \$100.58; a decrease of (0.44%).

### Factors Influencing the Gas Rate

The proposed (0.44%) decrease to firm customers, from \$101.22 to \$100.58, is due to the following:

- The total non-gas operating budget decreased by \$503,531 from FY2014 to FY2015, or 3.45%, resulting in a \$3.49 decrease due to lower operating expenses.
- The interruptible sales volume increased in FY2015 by 22,803 dth causing a 0.76% decrease in the gas rate producing a \$0.77 decline.
- Gulf pipeline contract will not be renewed as of October 31, 2014, resulting in a savings of \$324,000 per year or a 1.91% decrease or a \$1.93 decrease.
- The total contract price increased by 5.68% resulting in a \$5.75 increase and a new rate of \$100.58.

## Impacts on Gas Rate (per 8,000 cf)





**City of Charlottesville  
Office of Communications**

City Hall  
P.O. Box 911 – Charlottesville, VA 22902  
Telephone (434) 970-3129  
Facsimile (434) 970-3890  
[www.charlottesville.org](http://www.charlottesville.org)

To: Local Media  
Contact: Miriam Dickler (434) 970-3129

FOR IMMEDIATE RELEASE  
May 5, 2014

**City of Charlottesville Proposed Rate Changes for Water, Wastewater and  
Gas Customers**

CHARLOTTESVILLE, VIRGINIA – The City of Charlottesville announced today that staff will present the FY 2015 Utility Rate Recommendations to City Council at their regular meeting on May 19, 2014 at 7pm in City Council Chambers.

For customers using water, wastewater and gas, the proposed monthly changes for the single family residential customer using 460 cubic feet or 3,441 gallons monthly for water and sewer and 5,344 cubic feet of gas will see a monthly increase of 4.89% from the current charge of \$125.98 per month to \$132.14 per month or a \$6.16 change from last year.

Water is proposed to increase by \$2.84 per month to \$27.12. Sewer will increase \$3.34 per month to \$32.18 and gas will decrease from \$72.86 by \$.02 to \$72.84 for the average size family residential user.

The rates charged to our customers are derived from wholesale charges from the Rivanna Water and Sewer Authority (RWSA), BP Gas, operating expense of the City utilities, and debt service cost.

The entire Utility Rate Report recommendation can be found on the City Website, [www.charlottesville.org/ubo](http://www.charlottesville.org/ubo).

## CITY OF CHARLOTTESVILLE, VIRGINIA



Agenda Date:	<i>May 19, 2014</i>
Action Required:	<i>None-informational</i>
Presenters:	<i>Gretchen Ellis, Human Services Planner, Megan Bird, Monique Brown, Ramsey Byrne, Jemma Fendley Zachary Greenhoe, Kibiriti Majuto, Anna Perry, Richard Potter, Sophie Pugh-Sellers, Elizabeth Stafford, Zyanha Bryant, Inigo Drake, Brianna Wilson, and Letia Wilson Charlottesville Youth Council</i>
Staff Contacts:	<i>David Ellis, Assistant City Manager and Gretchen Ellis, Human Services Planner</i>
Title:	<i>Report from the Charlottesville Youth Council</i>

### **Background:**

In January, 2013, City Council appointed 16 members to the Charlottesville Youth Council. The members are Charlottesville High School students Megan Bird, Monique Brown, Ramsey Byrne, Zachary Greenhoe, Kibiriti Majuto, Anna Perry, Richard Potter, Sophie Pugh-Sellers, Elizabeth Stafford, and Buford Middle School students Zyanha Bryant, Inigo Drake, Brianna Wilson, and Letia Wilson. The Youth Council has met formally nine times and members have been extraordinarily engaged and enthusiastic. The Youth Council has been assisted by Areeb Khan, a third-year University of Virginia student, who was active in youth leadership when he was in high school.

### **Discussion:**

The Youth Council focused on three areas this year. The first was bicycle and pedestrian accessibility and safety, particularly the walkability of the City. There was considerable discussion of the need for a pedestrian crossing of U.S. 29, but in the end, the Council focused on access to Charlottesville High School. They took a walking tour of the City portion of the Meadowcreek Parkway with Chris Gensic of Parks and Recreation and Amanda Poncy of Neighborhood development. A letter containing their recommendations is attached.

The second area of focus was on school funding and the City budget. They reviewed the Report of the Blue Ribbon Commission on Sustainable School Funding and discussed the possible solutions. A letter with their recommendations is attached.

Finally, the Youth Council discussed public safety, particularly on the Downtown Mall. They are recommending consideration of Blue Light Phones in an attached letter.

Three members, Monique Brown, Ramsey Byrne, and Richard Potter had the opportunity to attend the National League of Cities conference in Seattle. They returned with good information and inspiration.

As Youth Council members will tell you at the May 19 meeting, they would like to have the opportunity to interact more with City Council in the coming year. Perhaps Council would consider a work session with them in the fall.

**Community Engagement:**

The Charlottesville Youth Council is a wonderful example of community engagement. Sixteen young people identified and studied three areas of community need, producing concrete recommendations for Council.

**Alignment with City Council's Vision and Priority Areas:**

The Youth Council directly addresses four of City Council's Vision Areas: A Center for Lifelong Learning, a Community of Mutual Respect, and Smart, Citizen-Focused Government. It also addresses the 2012-2014 priority: to provide comprehensive support system for children.

**Budgetary Impact:**

This has no impact on the General Fund.

**Recommendation:**

Three letters from the Youth Council with recommendations are attached.

**Attachments:**

Letter regarding the Blue Ribbon Commission report.  
Letter regarding pedestrian and bicycle access  
Letter regarding public safety



May 19, 2014

Re: City funding of public schools

Dear City Council,

The Youth Council of Charlottesville has reviewed the REPORT OF THE BLUE RIBBON COMMISSION ON SUSTAINABLE SCHOOL FUNDING. We considered short and long term alternatives and solutions to the educational funding gap that the city is facing and with some deliberation the Council has found certain proposals to be more effective and promising than others.

With regard to near-term action alternatives, we believe the increase in meals tax will provide the greatest amount of additional revenue to the city while keeping prices relatively stable and maintaining a strong, local economy. Because a 1% increase in the meal tax is projected to yield another 2 million dollars in annual revenue, this solution is most promising in closing an educational funding deficit. We also believe raising the lodging tax could be beneficial.

Turning toward long-term solutions, the proposal to close an elementary school in the City of Charlottesville, while daunting, appears most effective and feasible in accomplishing the task of maintaining the outstanding quality of public education the city has to offer. Redistricting will be necessary to consolidate to five elementary schools, but the operational savings of 1.5 to 2 million dollars can allow the school district to maintain the same level of attention and quality education for all students, whether they remain at the same school or are absorbed into another.

The members of Youth Council believe the value of extraordinary public education in Charlottesville is priceless to the community and our future, and that the proposed alternatives are a small price to pay for the lasting effects of a strong and stable youth. We hope that these alternatives are taken into consideration when making difficult decisions.

Respectfully,

The Youth Council of the City of Charlottesville

May 19, 2014

Re: Pedestrian and Bike Access

Dear City Councilors,

The Charlottesville Youth Council has spent time this year discussing bicycle and pedestrian safety, particularly related to safe routes to Charlottesville High School. We recently walked the path next to the City section of the Meadowcreek Parkway with Chris Gensic of Parks and Recreation and Amanda Poncy of Neighborhood Development. We discovered the MACAA building. The Meadowcreek Parkway path is directly connected to a garden behind the MACAA building by a stone staircase. We feel that this garden would give CHS students a safe and convenient way to walk to school. If you were to buy this garden, (which includes a walkway), students wouldn't be forced to take the more dangerous route of Park Street, where the sidewalk is quite narrow. MACAA also owns a sidewalk that extends up to Park Street. We propose that you ask them for access to this; if they decline you could offer to improve it because it's currently in poor condition.

In addition to the MACAA garden, CHS students and residents of Charlottesville could benefit from having a bike lane on Melbourne Road. The lanes are about twice as big as they need to be on this road, so the extra space can be afforded. Also, the addition of this bike lane will encourage students to commute to school in a way that is better for their bodies and the environment.

We hope you will consider improving the safety and convenience in transportation of CHS students by buying the garden by the MACAA building as well as creating a bike lane on Melbourne Road. Thank you for your generosity.

Respectfully,

Charlottesville Youth Council

May 19, 2014

Re: Downtown Safety

Dear Councilors,

An idea has been proposed by the Youth Council of the City of Charlottesville to adopt the BLUE EMERGENCY PHONE LIGHT system on the Downtown Mall to enhance security. These posts connect directly to a 9-1-1 dispatcher, who can then contact the appropriate emergency service. When placed in strategic locations, these posts have proven to be a deterrent of crime, as they are a visible post of police presence. In addition, by being near to a victim of a crime, they act as a quick locator and emergency notification.

In addition, these posts are not a new addition to Charlottesville. The University of Virginia already uses these posts around grounds. On the University Police website, when discussing the system they state:

Community members are encouraged to familiarize themselves with the Blue Light Police Emergency Phones located on the University of Virginia Campus. They are identifiable by the blue light on a pedestal. Pushing the emergency phone button will connect you directly to a University Police Services Division. Once the emergency phone button is pushed, the location of the activation is automatically transmitted to the University Police. If a caller doesn't speak or can't, an officer is immediately dispatched to the phone site.

There have also been several "Blue Light" phone installed in heavily populated areas off grounds. These phones ring directly to the 911 center.

We hope that this idea is taken under consideration, and that the safety of the residents and visitors of the City of Charlottesville when visiting the Downtown Mall is addressed.

Respectfully,

The Youth Council of the City of Charlottesville

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



Agenda Date:	May 19, 2014
Action Required:	Approve Memorandum of Understanding with Charlottesville-Albemarle Rescue Squad (C-ARS)
Presenter:	Charles Werner, Fire Chief and Michael Berg, President of the Charlottesville-Albemarle Rescue Squad
Staff Contacts:	Charles Werner, Fire Chief
<b>Title:</b>	<b>Memorandum of Understanding with C-ARS</b>

**Background:**

The City of Charlottesville Fire Department (CFD) and the Charlottesville-Albemarle Rescue Squad (C-ARS) work closely and in partnership to provide the highest level of emergency medical services (EMS) within the city limits. To formalize existing EMS services and address new operational aspects and opportunities, a jointly drafted Memorandum of Understanding (MOU) has been drafted for Council approval.

**Discussion:**

The City of Charlottesville and the Charlottesville-Albemarle Rescue Squad jointly provide EMS for the City. CFD provides both basic life support and advanced life support EMS services. CFD's primary role is to provide a first responder level of response and providing an advanced life support medic to support C-ARS during the daytime hours Monday through Friday. C-ARS provides both basic life support, advanced life support and medical transport to the hospital.

**Community Engagement:**

This MOU incorporates recommendations of the City of Charlottesville EMS Committee in 2007 (with the exception of the City adding staffed ambulances). This committee involved citizens from the City. This MOU also has been approved by the C-ARS Board of Directors.

**Alignment with City Council's Vision and Priority Areas:**

Approval of this agenda item aligns directly with Council's vision for Charlottesville to be **America's Healthiest City** and contributes to achieving the best EMS care within the City of Charlottesville. Expected outcomes include the maintaining of EMS within the City of Charlottesville. This includes new recruitment opportunities of a new C-ARS student live-in program and space for a C-ARS ambulance and heavy squad at the Fontaine Fire Station and Training Center which will enhance EMS response times in the City.

**Budgetary Impact**

This has no impact on the General Fund. Future funds will be expensed and reimbursed as outlined in the MOU.

**Recommendation:**

Staff recommends approval of this MOU.

**Alternatives:**

If this MOU is not signed, it will limit the collective ability of both CFD and C-ARS to provide the best EMS care possible in the City.

**Attachments:**

*Memorandum of Understanding attached.*

## **RESOLUTION**

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia, that the City Manager is hereby authorized to sign the following document, in form approved by the City Attorney or his designee.

Memorandum of Understanding between the City of Charlottesville and the Charlottesville-Albemarle Rescue Squad (C-ARS) outlining the respective roles and responsibilities of each organization for the provision of emergency medical transport services.

May \_\_\_\_\_, 2014

Mr. Maurice Jones  
City Manager  
City of Charlottesville  
P.O. Box 911  
Charlottesville, Virginia 22902

Dear Mr. Jones:

The Charlottesville-Albemarle Rescue Squad (C-ARS) has provided emergency medical services, ambulance transport, and technical rescue equipment and response in the City of Charlottesville (City) since 1960 without any formal agreement or compensation. As C-ARS and the Charlottesville Fire Department (CFD) continue to work collaboratively we would like to enter into this Memorandum of Understanding (MOU) with the City that outlines the respective roles and responsibilities of C-ARS and the City.

1. C-ARS will continue as the primary provider of emergency medical transport services within the City of Charlottesville.
2. C-ARS will meet or exceed agreed-upon standards for emergency medical service, equipment and care within the City. These standards include, but are not limited to, applicable standards of the Virginia Board of Health and the recommendations contained in the October 23, 2007 Emergency Medical System Delivery Report, attached hereto, as may be amended from time to time. C-ARS and the City will review such service and standards on a schedule that at a minimum meets the requirements of the Rules and Regulations of the Virginia Board of Health.

*Intent and Rationale: CFD has indicated a review of the existing standards is necessary based on anticipated changes in station and staffing locations. To allow those changes as may be needed from time to time without changing the MOU the standards are simply referenced.*

3. C-ARS will maintain a fleet of EMS vehicles at a sufficient size to meet the agreed-upon standards for service within the City. C-ARS anticipates housing an advanced life support



equipped ambulance and a heavy rescue squad with technical rescue equipment in CFD Station 10 on Fontaine Avenue in the City. C-ARS will assist CFD by managing the volunteer “live-in” program in that station. C-ARS and CFD may mutually agree to house other C-ARS apparatus in City fire stations as space becomes available.

*Intent and Rationale: Current fleet size is sufficient to handle demand, however changes in County service may change demand. C-ARS will continue to maintain its rolling stock to insure adequate apparatus is available. In addition to the apparatus to be housed at Station 10, C-ARS anticipates moving other apparatus currently stored outside to City fire stations in consultation with CFD and as space may be available.*

4. CFD will assist C-ARS, to the extent practical, in gaining accreditation through a recognized body.

*Intent and Rationale: Accreditation will help strengthen public support for the services provided. CFD accreditation already involves some emergency medical service areas and may provide an opportunity for C-ARS to join in as an enhancement.*

5. The City agrees to continue funding the “day time medic” position instituted through CFD in February 2013 (which replaced Albemarle County personnel) until June 30, 2014. After that date C-ARS agrees to fund that FTE position and any others that may need to be funded through the City, as agreed to by C-ARS and the City, subject to the availability of sufficient funds for both parties and any necessary appropriation by the Charlottesville City Council.

*Intent and Rationale: While the current CFD assignment is a medic available to respond as needed, future needs might be different. This provision allows flexibility to add, subtract or modify according to need.*

6. This MOU has been drafted with the understanding that the CFD and City staff will propose to the Charlottesville City Council an ordinance which will allow C-ARS to bill for emergency medical services provided by EMS vehicles operating within the City. It is the intent of both parties to this MOU that billing, if authorized by the City Council, will be pursuant to guidelines that are agreeable to both C-ARS and the City, and that the guidelines will specifically include (i) a policy that no person will ever be denied emergency medical service or transport because of an inability to pay; and (ii) a provision for compassionate billing that is acceptable to the City.

Revenue recovered through billing for services provided in the City shall be used by C-ARS for the provision of emergency medical services in the City including, but not limited to, the normal and customary costs of staffing, insurance, medical care, equipment and supplies, vehicle operations and maintenance, capital reserves for medical equipment and vehicle replacement,

training, building operations and maintenance. Any revenue generated by billing for service by C-ARS that is in excess of C-ARS' costs of providing emergency medical services in the City will be used to reimburse the City for costs the City has incurred that are directly related to assisting C-ARS in providing service in the City. No less than annually C-ARS will provide the City with such comprehensive financial reports as the City may request, in a form acceptable to the City.

7. The initial term of this MOU will be ten (10) years form the date of execution by both parties. The relationship memorialized by this MOU shall continue thereafter unless and until otherwise modified by the City and C-ARS. Either party may terminate this MOU by giving the other party at least twelve (12) months prior written notice.

*Intent and Rationale: The term is similar to that found in the UVA / City and City / Albemarle County fire services agreements.*

Sincerely,

Michael D. Berg  
President, Charlottesville-Albemarle  
Rescue Squad, Inc.

Agreed:

\_\_\_\_\_  
Maurice Jones  
City Manager  
City of Charlottesville, Virginia

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



Agenda Date:	May 19, 2014
Action Required:	Approve EMS Ambulance Billing Ordinance
Presenter:	Charles Werner, Fire Chief
Staff Contacts:	Charles Werner, Fire Chief
<b>Title:</b>	<b>New EMS Billing Ordinance</b>

**Background:**

A new ordinance is proposed to address EMS ambulance billing. Fees will be set by City Council resolution. The revenue generated by this ordinance will specifically go to the agency that is performing the EMS ambulance transportation in the City. The primary EMS ambulance transport agency within the City is the Charlottesville-Albemarle Rescue Squad (C-ARS). This funding will go directly to and provide operational sustainability for C-ARS while also providing a means to reimburse the City for career staff positions as outlined in the City/C-ARS Memorandum of Understanding (MOU).

**Discussion:**

In order to conduct and regulate EMS billing for ambulance transport, the proposed ordinance is designed to allow the Charlottesville-Albemarle Rescue Squad (C-ARS) to bill for EMS ambulance transport in the City of Charlottesville. The ordinance also addresses the procedures for other outside agencies providing EMS ambulance billing within the City.

**Community Engagement:**

As additional support staff is being provided by the Charlottesville Fire Department to C-ARS, this billing revenue will assist C-ARS to bill for EMS ambulance service and reimburse the City for those career staff positions as outlined in the MOU and requested by C-ARS. Based on state statistics over 70% of localities in Virginia including Albemarle County participate in ambulance billing. The ordinance ensures that EMS care and/or ambulance transport cannot be denied based on an individual's ability to pay.

**Alignment with City Council's Vision and Priority Areas:**

Approval of this agenda item aligns directly with Council's vision for Charlottesville to be **America's Healthiest City** and contributes to achieving the best emergency response system in the City of Charlottesville. Expected outcomes include the assurance of the best, fastest and closest EMS response in the City.

### **Budgetary Impact**

The impact of this agreement is to create revenue to C-ARS which will help to cover their operational costs and to reimburse the City for requested career staff positions provided by the Charlottesville Fire Department. This revenue is determined by a mutually agreeable methodology by which C-ARS operational costs are covered and reimbursements can be made to the City. If this revenue is not generated, either the City may have to assume the liability of these positions or the positions may have to be eliminated.

### **Recommendation:**

Staff recommends approval of this new EMS ambulance transport billing ordinance.

### **Alternatives:**

If this ordinance change is not approved, it will limit the funding to C-ARS and will not provide a funding mechanism to reimburse the City for career support positions as outlined in the City/C-ARS MOU.

### **Attachments:**

Proposed City ordinance

**AN ORDINANCE  
ADDING A NEW ARTICLE IV ENTITLED EMERGENCY MEDICAL SERVICES  
TO CHAPTER 12 (RENAMED FIRE PREVENTION AND EMERGENCY MEDICAL  
SERVICES) OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS  
AMENDED, TO REQUIRE PERMITS FOR THE OPERATION OF CERTAIN  
EMERGENCY MEDICAL SERVICES VEHICLES IN THE CITY AND  
TO AUTHORIZE BILLING OF REASONABLE FEES FOR  
EMERGENCY MEDICAL SERVICES IN THE CITY**

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

1. The Charlottesville City Code, 1990, is hereby amended by adding to Chapter 12 a new Article IV, sections 12-40 to 12-43, which sections shall read as follows:

**CHAPTER 12**

**FIRE PREVENTION AND EMERGENCY MEDICAL SERVICES**

**Article IV. Emergency Medical Services**

**Sec. 12-40. Purpose.**

Pursuant to Virginia Code § 32.1-111.14, it is hereby determined that the powers set forth herein must be exercised in order to assure the provision of adequate and continuing emergency services and to preserve, protect and promote the public health, safety and general welfare.

**Sec. 12-41. Definitions.**

"Agency" means any person engaged in the business, service or regular activity, whether or not for profit, of transporting persons who are sick, injured, wounded or otherwise incapacitated or helpless, or of rendering immediate medical care to such persons.

"Emergency Medical Services Vehicle" means any vehicle, vessel, aircraft, or ambulance that holds a valid emergency medical services vehicle permit issued by the Office of Emergency Medical Services that is equipped, maintained or operated to provide emergency medical care or transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless.

**Sec. 12-42. Permits required.**

(a) No agency shall operate an Emergency Medical Services Vehicle within City limits unless a permit is first obtained from the City. Agencies permitted pursuant to this article shall comply with all terms and conditions of their permits.

(b) Permits shall be issued in accordance with section 32.1-111.14 of the Virginia Code,

as amended, by the City Manager or his designee, upon such terms and conditions as may be needed to ensure the public health, safety and welfare.

(c) No permit shall be required for (1) any agency acting pursuant to a mutual aid agreement with the City, or any agency while assisting the City during a state of emergency; or (2) any agency in operation within the City on June 28, 1968, that has been in continuing operation up to and including the effective date of this ordinance; or (3) any emergency medical services vehicle operated by the City of Charlottesville.

**Sec. 12-43. Fees for emergency medical services vehicle transports.**

(a) Reasonable fees shall be charged for services provided by an agency operating emergency medical services vehicles under this article. The schedule of fees shall be established by resolution of City Council.

(b) In no event shall a person be denied transport for emergency medical services due to his or her inability to pay.

(c) The City Manager shall establish policies and procedures to implement this section in accordance with applicable law, including payment standards for persons demonstrating economic hardship.

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



<b>Agenda Date:</b>	May 19, 2014
<b>Action Required:</b>	Approve Fire Services Agreement with Albemarle County
<b>Presenter:</b>	Charles Werner, Fire Chief
<b>Staff Contacts:</b>	Charles Werner, Fire Chief
<b>Title:</b>	<b>Fire Services Agreement with Albemarle County</b>

**Background:**

A fire service agreement has existed between the city of Charlottesville (City) and Albemarle County (County) for more than 40 years. The intent of this fire services agreement is to outline an equitable exchange for fire services agreement between Charlottesville and Albemarle.

**Discussion:**

In order to maximize the effective utilization of City and County fire service resources, this agreement outlines reciprocal services that will ensure the closest unit response to incidents in the City and County resulting in the fastest possible emergency response regardless of jurisdiction. A formula has been developed that accounts for the response activity in each jurisdiction and allows the formula to ensure an equitable exchange of service.

**Community Engagement:**

This City-County Fire Services Agreement takes into account the needs of the citizens of Charlottesville and Albemarle by ensuring the best possible emergency response as a primary responder, additional resources to assist the other jurisdiction during larger scale incidents and to respond to the other jurisdictional when units are busy on other incidents.

**Alignment with City Council's Vision and Priority Areas:**

Approval of this agenda item aligns directly with Council's vision for Charlottesville to be **America's Healthiest City** and contributes to achieving the best emergency response system in the City of Charlottesville. Expected outcomes include the assurance of the fastest and closest fire response in the City to fires and other hazardous responses regardless of jurisdiction.

**Budgetary Impact**

The impact of this agreement is revenue to the City in the amount of approximately \$186,000 per year. This revenue is determined by a mutually agreeable formula that takes into account the

response activity in each of the jurisdictions.

**Recommendation:**

Staff recommends approval of this City County Fire Services Agreement.

**Alternatives:**

If this Fire Services Agreement is not signed, it will limit the emergency fire service response in both localities and result in longer response times and inadequate fire resources available for those times when units are busy on another calls and/or during larger incidents that require additional resources.

**Attachments:**

*City County Fire Service Agreement attached.*



**2014 FIRE SERVICES AGREEMENT BETWEEN THE CITY OF  
CHARLOTTESVILLE AND ALBEMARLE COUNTY**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, and executed in duplicate originals by the CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, and the COUNTY OF ALBEMARLE, a political subdivision of the Commonwealth of Virginia.

**WHEREAS**, the City and the County entered into the Fire Services Agreement Between the City of Charlottesville and Albemarle County, dated May 3, 2000, governing the provision of fire services for both localities; and,

**WHEREAS**, Section 10 of the 2000 Agreement provides that the parties may amend or supplement the Agreement at any time by mutual written agreement; and,

**WHEREAS**, by amendments dated August 6, 2008 and May 17, 2010 the parties agreed to extend the term of the 2000 Agreement; and,

**WHEREAS**, the 2000 Agreement was terminated by the County effective June 29, 2013; and,

**WHEREAS**, the parties have now renegotiated the terms and conditions under which fire services will be provided across jurisdictional boundaries and the compensation for those services, which forms the basis for this new Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**Section 1. Definitions.**

For purposes of this Agreement, words and phrases set forth below shall be interpreted as they are defined in this section.

**Automatic Aid (“AA”)** is fire department assistance that is automatically dispatched to respond across jurisdictional boundaries to a defined First Due geographic area.

**Automatic Mutual Aid (“AMA”)** is fire department assistance that is automatically dispatched to respond across jurisdictional boundaries to defined areas outside of a First Due geographical area.

**CAD** is Computer Aided Dispatch.

**Call(s) or Response(s)** occur when a fire company is instructed to respond (is dispatched) to deliver services, and is not cancelled within one (1) minute thirty (30) seconds of the dispatch.

**Call Type** refers to predefined incident types, such as structure fires, vehicle accidents, etc., that are used by CAD to dispatch appropriate units.

**Chief Officer** means a member of either the City or County Fire Department with the rank of Chief, Deputy Chief, or Battalion Chief, or another Fire Department employee or volunteer specifically designated to act in one of those positions.

**City** means the City of Charlottesville.

**Consumer Price Index** or "**CPI**" refers to the U.S. Bureau of Labor Statistics Consumer Price Index (All Urban Consumers, U.S. City Average, All Items, Base Period: November 1996 = 100). For purposes of this Agreement, the reference month for calculating the annual change in the CPI shall be June. For example, at the beginning of the second contract year of this Agreement the parties will use the percentage change in the published CPI for the period between June, 2013 and June, 2014 when determining the annual adjustment required by Section 5.1 of this Agreement.

**County** means the County of Albemarle.

**First Due Area** is a geographic area primarily served by a station that is close in proximity. For purposes of responses contemplated by this Agreement, First Due Areas are designated areas in the County where the City will provide Automatic Aid responses.

**Mutual Aid** is fire department assistance dispatched across jurisdictional boundaries on request from one jurisdiction to another. The Chief Officer in the responding jurisdiction may modify the requested response based on available resources.

**Next Due** refers to the next available unit in a pick order.

**Pick Order** is a predefined list of stations in CAD which are in order of proximity to defined geographic areas called ESN's. Each ESN has an individual pick order. CAD uses ESN's and the pick order to determine the appropriate closest unit to respond to a call.

**Station Transfer** is a transfer of assistance by a fire department across jurisdictional boundaries to cover a vacated station while the receiving fire department's resources are committed to an incident.

## **Section 2. Goals.**

2.1. A Unified Approach. The vision and intent of the parties, as evidenced by execution of this Fire Services Agreement, is to continue the cooperative, unified approach for fire and emergency services for the Charlottesville-Albemarle community in an effective and fiscally responsible manner, as initially evidenced by the 2000 Fire Services Agreement.

2.2. Continuing Services. Among other things, this means that the City Fire Department will be dispatched under “automatic aid”, as defined herein, to certain designated areas in the County; that either the City or the County Fire Department will be dispatched under “automatic mutual aid”, as defined herein, to certain other designated areas in the community; and that either the City or the County Fire Department will, on request, be dispatched under “mutual aid”, as defined herein, to any area outside of a First Due area, after approval by the responding department.

### **Section 3. Term.**

3.1. Unless terminated as provided herein, this Fire Services Agreement shall be in effect for a term of five (5) years, beginning July 1, 2013 (the “Commencement Date”) and expiring June 30, 2018 (the “Termination Date”). By mutual written agreement executed at least one (1) year prior to the Termination Date, the parties may extend the Agreement for one (1) additional five (5) year term, through June 30, 2023, at which time the Agreement shall terminate.

3.2 Either party may, in its sole discretion, terminate this Agreement at any time upon written notice delivered to the other party at least one (1) year prior to the effective date of termination.

### **Section 4. Provision of Interjurisdictional Fire Services.**

#### **4.1. Automatic Aid (AA) Responses.**

(A) The City Fire Department will be dispatched automatically and will respond under Automatic Aid to the geographic areas in the County that are shown in the color blue on the map entitled City/County Contract and dated January 6, 2014. A copy of such Map will be on file in the offices of the Fire Chiefs of the City and County, and a reduced illustration is attached to this Agreement as **Exhibit A**, and is incorporated herein by reference. The areas so designated shall be First Due Areas for the City Fire Department. The City and County fire chiefs shall, by consensus, resolve any ambiguities as to what specific properties are included within the First Due Areas depicted on the Map.

(B) The response of the City Fire Department’s HazMat Team to an automatic dispatch to any area in the County will be counted as an Automatic Aid Response, until such time as the City and the County enter into a cost sharing agreement that supports a regional HazMat Team. A response by the City’s HazMat Team to a request by an on-scene incident commander in the County will be considered a Mutual Aid Response, as defined in this Agreement.

(C) Although at the time of the execution of this Agreement it is not anticipated that the County will have any Automatic Aid Response obligations in any First Due Area within the City, during the term of this Agreement or any extension thereof the parties may mutually agree to amend the attached Map to designate a specific area in the City as a First Due Area for Automatic Aid Response by the County.

#### 4.2. Automatic Mutual Aid (AMA) Responses.

(A) An Automatic Mutual Aid Response occurs when either the City or the County Fire Department is dispatched automatically to defined areas within the other jurisdiction that are outside of any designated First Due Area. An example of where an Automatic Mutual Aid Response will occur is where Fire Department units in the jurisdiction where an incident occurs are already committed, prompting a next due response from the other jurisdiction.

(B) The geographic areas that are subject to Automatic Mutual Aid Responses are (i) the entire City of Charlottesville; and (ii) those areas of Albemarle County that are shown in the color green on the above-referenced Map attached as Exhibit A. The protocols for Automatic Mutual Aid shall be such protocols mutually agreed to by the City and County fire chiefs.

(C) For the purposes of this Agreement, station transfers will be considered Automatic Mutual Aid Responses.

#### 4.3. Mutual Aid (MA) Responses.

(A) A Mutual Aid Response is a response by either the City or the County Fire Department across jurisdictional boundaries at the request of a Chief Officer in the requesting jurisdiction. The Chief Officer in the responding jurisdiction may modify the requested response based on available resources.

(B) Neither party to this Agreement will be billed for Mutual Aid Responses into their respective jurisdiction.

#### 4.4. Maximum Allowable Resources.

In order to ensure that adequate Fire Department resources remain available for emergency response in each jurisdiction, the City and the County will limit Automatic Aid, Automatic Mutual Aid, and Mutual Aid Responses to no more than two (2) fire companies at any given time, unless a greater response is authorized by the on-duty Chief Officer in the responding jurisdiction.

#### 4.5. Cancellation of Response.

If either a City or County Fire Department unit is dispatched pursuant to this Agreement and subsequently disregarded within one (1) minute, thirty (30) seconds of the dispatch, the response will not be included as a call under the terms of this Agreement.

**Section 5. Payment for Services.**

**5.1. Total Annual Payment.**

The Total Annual Payment for fire services provided pursuant to this Agreement is based on a combination of factors, including a portion of the City's debt service for apparatus replacement; a portion of capital costs for fire stations; HazMat costs; and a calculated cost per call. The amounts associated with each of those components are as follows:

(i)	Debt service for apparatus replacement:	\$8,445
(ii)	Fire station capital costs:	\$10,000
(iii)	HazMat costs:	\$10,000
(iv)	Cost per City Fire Department call:	\$595

The calculation supporting the City Fire Department's cost per call of \$595 is attached hereto as **Exhibit B**. During the term of this Agreement and any extension thereof the cost per call will be adjusted annually by the published change in the Consumer Price Index, as defined herein.

If a City Fire Department unit is committed on a call in the assigned Automatic Aid Response area of the County and a second City unit is dispatched to the County as an Automatic Aid Response, the cost for the second unit will be billed at twice the contractual cost per call rate (\$1,190 in the first year of this Agreement). The parties anticipate a second unit Automatic Aid Response approximately 25 times a year.

**5.2. Calculation of the Annual Cost per Call Fee.**

(A) The County has estimated that the total annual number of AA and AMA responses by the City Fire Department into the County will be 216, with an additional 25 second unit responses. In recognition that this number will fluctuate and to allow for flexibility for both jurisdictions to utilize Automatic Mutual Aid in a manner most beneficial to service delivery, both parties agree that the annual Cost per Call Fee will be a fixed amount based on 216 responses and an additional 25 second unit responses, to be applied when the total net number of AA and AMA responses by the City into the County is at least 100, and no more than 400.

(B) The total net number of AA and AMA responses by the City into the County will be determined on an annual basis by subtracting the total number of AA (if any) and AMA responses by the County into the City from the total number of AA and AMA City responses into the County.

(C) Assuming that the number of City AA and AMA responses will be between 100 and 400 (including up to 25 second unit responses), the annual Cost per Call Fee for the first year of this Agreement (July 1, 2013 to June 30, 2014) is anticipated to be:

216 (# of City AA and AMA responses) x \$595 (cost per City Fire Department call) + 25 (number of second unit responses) x \$1,190 (cost per City Fire Department call x 2) = \$158,270.

(D) If the total net number of City AA and AMA responses in any contract year exceeds 400, the County will pay the applicable Cost per City Fire Department Call fee then in effect for each call above 400. If the total net number of City AA and AMA responses in any contract year is less than 100, the County will be given a credit against the Total Annual Payment in the amount of the applicable Cost per City Fire Department Call fee then in effect for each call less than 100.

### 5.3. Calculation of the Total Annual Payment.

The Total Annual Payment required by this Agreement shall be the sum of the annual Cost per Call Fee, calculated and adjusted as provided herein, and the fees for apparatus debt service, fire station capital costs, and HazMat costs. For purposes of illustration only the following are examples of how the Total Annual Payment will be calculated:

#### Example 1:

- (a) City makes 100 AA and 275 AMA responses into the County.
- (b) County makes 0 AA and 100 AMA responses into the City.
- (c) The total net City calls into the County = 275, which is within the 100 – 400 range.
- (d) County payment = \$158,270 (annual cost per call fee) + \$8,445 (debt service) + \$10,000 (capital costs) + \$10,000 (HazMat) = \$186,715.

#### Example 2:

- (a) City makes 150 AA and 350 AMA responses into the County.
- (b) County makes 0 AA and 75 AMA responses into the City.
- (c) The total net City calls into the County = 425, which is above the 100 – 400 range.
- (d) County payment = \$158,270 (annual cost per call fee) + \$14,875 (surcharge for additional 25 calls above 400) + \$8,445 (debt service) + \$10,000 (capital costs) + \$10,000 (HazMat) = \$201,590.

#### Example 3:

- (a) City makes 50 AA and 100 AMA responses into the County.
- (b) County makes 0 AA and 75 AMA responses into the City.
- (c) The total net City calls into the County = 75, which is below the 100 – 400 range.
- (d) County payment = \$158,270 (annual cost per call fee) - \$14,875 (credit for 25 calls below 100) + \$8,445 (debt service) + \$10,000 (capital costs) + \$10,000 (HazMat) = \$171,840.

## **Section 6. Annual Billing for Fire Services.**

### **6.1. Annual Invoice; Disputes.**

Within sixty (60) days after June 30, 2014, and after each June 30 thereafter while this Agreement is in effect, the City will present to the County a written invoice for the Total Annual Payment, which invoice will include the calculations contemplated by this Agreement that support the amount invoiced. Upon receipt of the invoice the County will within sixty (60) calendar days either pay the invoice in its entirety, or provide written notice of the portions of the invoice that it disputes is due and owing under the terms of this Agreement. In the event of a dispute representatives of the City and County Fire Departments will meet to attempt to amicably resolve the amounts in dispute. Any disagreement over the amount due shall not relieve the County from paying in a timely manner that portion of the invoice that is not in dispute.

### **6.2. Default.**

Should the County fail to pay any portion of the annual payment due the City hereunder in any year during the term of this Agreement, the City shall give 20 calendar days written notice to the County that the County is in breach of this Agreement. If the City or County fails to perform any other material obligation of this Agreement, the other party shall give 60 calendar days written notice that such party is in breach of this Agreement and request that the breach be cured. If the City or County fails to cure the breach during the 20 or 60 day period, as applicable, it may be declared to be in default and, upon 30 days written notice to the breaching party, the party giving notice may cease providing services or payment and/or compel performance by an appropriate action in law or equity.

## **Section 7. Additional Terms and Conditions.**

### **7.1. A Legal and Moral Obligation.**

This Agreement is a service contract for which payment is due for services after services have been rendered. The annual payments due hereunder for the initial five (5) year term of this Agreement or any extended term, unless otherwise terminated as provided herein, are deemed to be both a legal and moral obligation of the County to the City.

### **7.2. Amendment.**

The parties, without penalty, may cancel, amend, supplement, or replace this Agreement at any time by mutual written agreement.

7.3. Entire Agreement.

This Agreement represents the entire agreement between the parties, and there are no other agreements or understandings between the parties, either verbal or written, which have not been incorporated herein. This Agreement supersedes all prior agreements regarding interjurisdictional fire service responses, including the Fire Services Agreement between the City of Charlottesville and County of Albemarle dated May 3, 2000, as amended.

**WITNESS** the following signatures and seals:

**CITY OF CHARLOTTESVILLE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

**COUNTY OF ALBEMARLE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:





\_\_\_\_\_  
County Attorney



**EXHIBIT A**

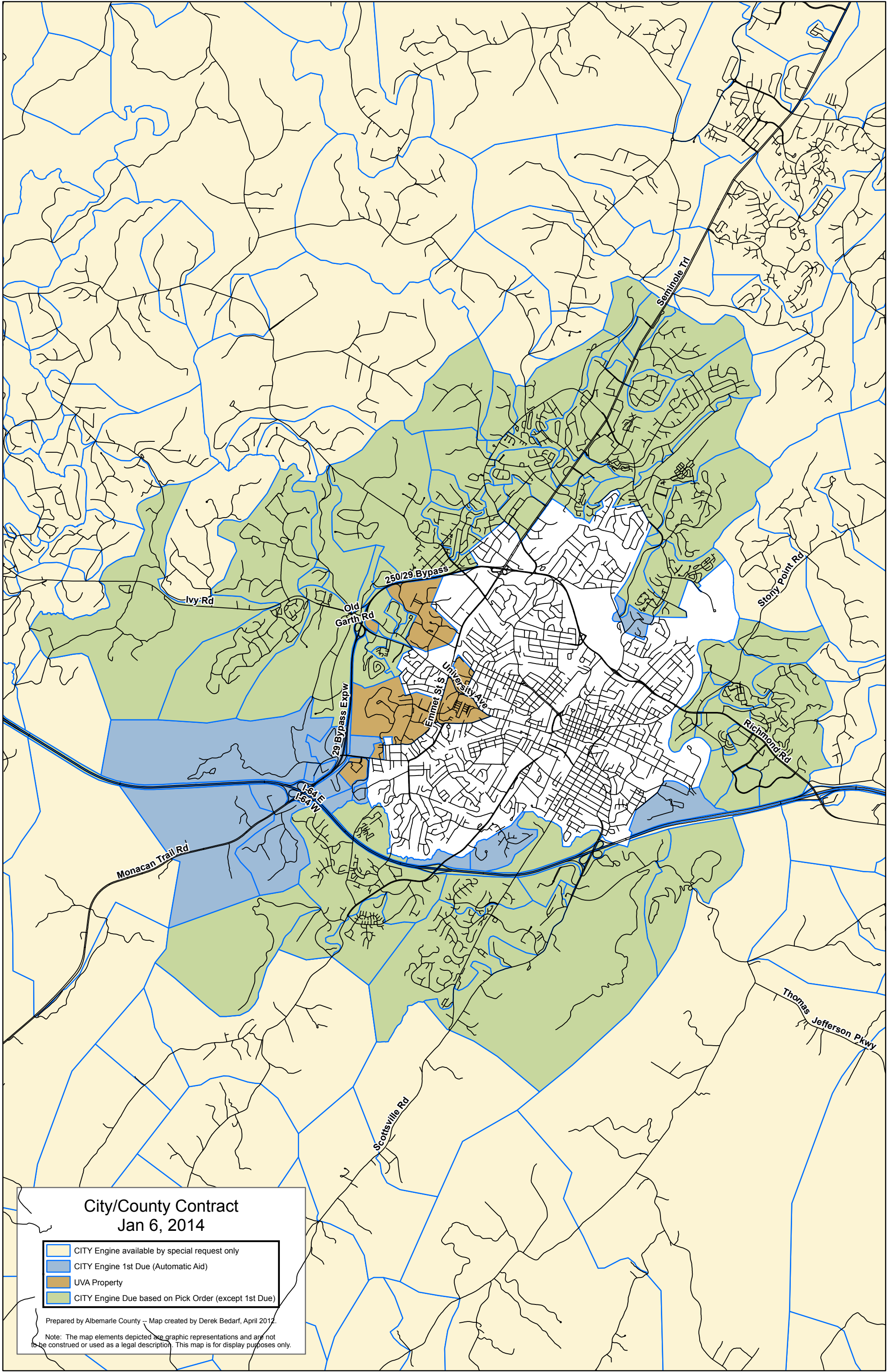
MAP

### City/County Contract Jan 6, 2014

-  CITY Engine available by special request only
-  CITY Engine 1st Due (Automatic Aid)
-  UVA Property
-  CITY Engine Due based on Pick Order (except 1st Due)

Prepared by Albemarle County – Map created by Derek Bedarf, April 2012.

Note: The map elements depicted are graphic representations and are not to be construed or used as a legal description. This map is for display purposes only.



## EXHIBIT B

### CALCULATION OF COST PER CITY FIRE DEPARTMENT CALL

(1)	Salary and Benefits for 24 / 7 Engine Company:	\$972,034
(2)	Administrative Overhead (7%):	\$68,042
(3)	Operating Costs for 3 Engine Companies:	\$300,261
(4)	Total Cost:	\$1,340,337
(5)	Maximum number of annual calls / 1 Engine Company:	2,250
(6)	Line (5) divided by Line (6):	\$595 per call (rounded)

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



Agenda Date:	May 19, 2014
Action Required:	Yes
Presenters:	Melanie Miller, Chair, Board of Architectural Review (BAR) Mary Joy Scala, Preservation & Design Planner, NDS
Staff Contacts:	Mary Joy Scala, Preservation & Design Planner, NDS Jim Tolbert, Director NDS
<b>Title:</b>	<b>17 Elliewood Avenue - Appeal of BAR Decision</b>

**Background:**

The format for an appeal of a Board of Architectural Review decision is: (1) staff report; (2) applicants' presentation; and (3) the BAR's position presented by the Chair of the BAR.

The zoning ordinance requires that an applicant shall set forth, in writing, the grounds for an appeal, including the procedure(s) or standard(s) alleged to have been violated or misapplied by the BAR, and/or any additional information, factors or opinions he or she deems relevant to the application. The applicant, or his agent, and any aggrieved person, shall be given an opportunity to be heard on the appeal.

In any appeal the city council shall consult with the BAR and consider the written appeal, the criteria set forth within section 34-276 or 34-278, as applicable, and any other information, factors, or opinions it deems relevant to the application.

**Discussion:**

The applicants are appealing a decision of the BAR to deny their request to enlarge two existing first-floor windows and to add projecting storefronts to the window openings for retail display at 17 Elliewood Avenue, a contributing structure that was built before 1920 in The Corner Architectural Design Control (ADC) District.

On February 18, 2014, the BAR did not approve a request for two larger display window structures, but approved (9-0) replacing the glazing in the two first-floor windows with a single clear pane of glass (keeping the original size opening); and also approved changes to the doors and a new awning, with details of awning to be approved by staff.

On March 18, 2014 the BAR approved (5-0) certain retail upfit changes, including adding shutters, converting a door to a window in the shed addition, and removing the sidelight on the main entrance, but not the changes to the two window openings, because the changes would be inconsistent with the ADC Design Guidelines.

**Community Engagement:**

The abutting owners were required to be notified of the application. No public comment has been received.

**Alignment with City Council's Vision and Priority Areas:**

Upholding the BAR's decision aligns with Council's vision for *Charlottesville Arts and Culture*. Charlottesville cherishes and builds programming around the evolving research and interpretation of our historic heritage and resources. Also, re-using rather than demolishing a historic building is a sustainable choice that aligns with Council's Vision for *A Green City*.

**Budgetary Impact:**

None.

**Recommendation:**

The BAR did not approve the requests due to a guideline that states, “*Avoid changing the number, location, size, or glazing pattern of windows by cutting new openings, blocking in windows, or installing replacement sash that does not fit the window opening.*” The BAR discussed allowing the applicant to install larger display window structures if he did not enlarge the original size of the window openings. But they rejected that idea because they realized that, once the window opening was encapsulated, changes could then be made to it without approval.

Staff suggested that this may be a case where it may be appropriate to create a new storefront design by adding display windows. But the BAR felt it was significant that this building was originally a dwelling, and that it still retains that relatively unaltered residential appearance rather than a more commercial storefront appearance.

**Alternatives:**

1. If City Council agrees with the appellant, then Council should vote to overturn the BAR decision. The owner could then proceed to enlarge the original window openings per the March 18 request.
2. If City Council agrees with the BAR decision to deny enlarging the original window openings, then Council should vote to uphold the decision. The applicant would then have the option to make further appeal to the Circuit Court.

**Attachments:** PDF: February 18, 2014 and March 18, 2014 BAR Staff Reports and  
17 Elliewood Avenue Historic Survey Information

**CITY OF CHARLOTTESVILLE  
BOARD OF ARCHITECTURAL REVIEW  
STAFF REPORT  
March 18, 2014**



**Certificate of Appropriateness Application (approval Feb 2014)**

BAR 14-02-01  
17 Elliewood Avenue  
Tax Parcel 090089000  
CKW, LLC, Owner/ Matthew McClellan, Applicant  
Retail Upfit - Country Club Prep

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**Background**

17 Elliewood Avenue is a contributing structure in The Corner ADC District. It was constructed c 1920 as a dwelling with a 3-bay front façade and center entrance. The shed-roofed addition was added before 1920.

The tenants, mostly restaurants, have changed frequently in recent years, but no applications have been made to the BAR.

February 18, 2014 - **The BAR approved (9-0) as discussed replacing the glazing in the two first-floor windows with a single clear pane of glass (keeping the original size opening); and also the changes to the doors and the new awning, with details of awning to be approved by staff.**

**Application**

The use of the building will be changed to a retail clothing store, Country Club Prep.

The applicant is again seeking approval to add two new bay window projections on either side of the entrance door, in order to create display windows, and a new, single-pane glass entry door. The applicant is now proposing to restore most of the elements of the original façade.

There is an existing Dutch door in the front of the shed addition that was originally a window. This will be restored to the original double-hung window. Original or matching shutters will be re-installed on all the original windows on the front façade.

New steps will be added from the sidewalk to the terrace to align with the front entry door.

As previously proposed, a new canvas awning with signage on the front flap will be added over the entrance.

**Review Criteria Generally**

*Sec. 34-284(b) of the City Code states that,*

*In considering a particular application the BAR shall approve the application unless it finds:*

- (1) That the proposal does not meet specific standards set forth within this division or applicable provisions of the Design Guidelines established by the board pursuant to Sec.34-288(6); and*
- (2) The proposal is incompatible with the historic, cultural or architectural character of the district in which the property is located or the protected property that is the subject of the application.*

## **Pertinent Standards for Review of Construction and Alterations include:**

- (1) Whether the material, texture, color, height, scale, mass and placement of the proposed addition, modification or construction are visually and architecturally compatible with the site and the applicable design control district;*
- (2) The harmony of the proposed change in terms of overall proportion and the size and placement of entrances, windows, awnings, exterior stairs and signs;*
- (3) The Secretary of the Interior Standards for Rehabilitation set forth within the Code of Federal Regulations (36 C.F.R. §67.7(b)), as may be relevant;*
- (4) The effect of the proposed change on the historic district neighborhood;*
- (5) The impact of the proposed change on other protected features on the property, such as gardens, landscaping, fences, walls and walks;*
- (6) Whether the proposed method of construction, renovation or restoration could have an adverse impact on the structure or site, or adjacent buildings or structures;*
- (8) Any applicable provisions of the City's Design Guidelines.*

## **Pertinent Design Review Guidelines for Rehabilitations**

### **B. FACADES AND STOREFRONTS**

*Over time, commercial buildings are altered or remodeled to reflect current fashions or to eliminate maintenance problems. Often these improvements are misguided and result in a disjointed and unappealing appearance. Other improvements that use good materials and sensitive design may be as attractive as the original building and these changes should be saved. The following guidelines will help to determine what is worth saving and what should be rebuilt.*

- 1) Conduct pictorial research to determine the design of the original building or early changes.*
- 2) Conduct exploratory demolition to determine what original fabric remains and its condition.*
- 3) Remove any inappropriate materials, signs, or canopies covering the façade.*
- 4) Retain all elements, materials, and features that are original to the building or are contextual remodelings, and repair as necessary.*
- 5) Restore as many original elements as possible, particularly the materials, windows, decorative details, and cornice.*
- 6) When designing new building elements, base the design on the "Typical elements of a commercial façade and storefront" (see drawing next page).*
- 7) Reconstruct missing or original elements, such as cornices, windows, and storefronts, if documentation is available.*
- 8) Design new elements that respect the character, materials, and design of the building, yet are distinguished from the original building.*
- 9) Depending on the existing building's age, originality of the design and architectural significance, in some cases there may be an opportunity to create a more contemporary façade design when undertaking a renovation project.*
- 10) Avoid using materials that are incompatible with the building or within the specific districts, including textured wood siding, vinyl or aluminum siding, and pressure-treated wood,*
- 11) Avoid introducing inappropriate architectural elements where they never previously existed.*

### **C. WINDOWS**

*Windows add light to the interior of a building, provide ventilation, and allow a visual link to the outside. They also play a major part in defining a building's particular style. Because of the wide variety of architectural styles and periods of construction within the districts, there is a corresponding variation of styles, types, and sizes of windows.*



*Windows are one of the major character-defining features on buildings and can be varied by different designs of sills, panes, sashes, lintels, decorative caps, and shutters. They may occur in regular intervals or in asymmetrical patterns. Their size may highlight various bay divisions in the building. All of the windows may be the same or there may be a variety of types that give emphasis to certain parts of the building.*

- 1) *Prior to any repair or replacement of windows, a survey of existing window conditions is recommended. Note number of windows, whether each window is original or replaced, the material, type, hardware and finish, the condition of the frame, sash, sill, putty, and panes.*
- 2) *Retain original windows when possible.*
- 3) *Uncover and repair covered up windows and reinstall windows where they have been blocked in.*
- 4) *If the window is no longer needed, the glass should be retained and the back side frosted, screened, or shuttered so that it appears from the outside to be in use.*
- 5) *Repair original windows by patching, splicing, consolidating or otherwise reinforcing. Wood that appears to be in bad condition because of peeling paint or separated joints often can be repaired.*
- 6) *Replace historic components of a window that are beyond repair with matching components.*
- 7) *Replace entire windows only when they are missing or beyond repair.*
- 8) *If a window on the primary façade of a building must be replaced and an existing window of the same style, material, and size is identified on a secondary elevation, place the historic window in the window opening on the primary façade.*
- 9) *Reconstruction should be based on physical evidence or old photographs.*
- 10) *Avoid changing the number, location, size, or glazing pattern of windows by cutting new openings, blocking in windows, or installing replacement sash that does not fit the window opening.*
- 11) *Do not use inappropriate materials or finishes that radically change the sash, depth of reveal, muntin configuration, reflective quality or color of the glazing, or appearance of the frame.*
- 12) *Use replacement windows with true divided lights or interior and exterior fixed muntins with internal spacers to replace historic or original examples.*
- 13) *If windows warrant replacement, appropriate material for new windows depends upon the context of the building within a historic district, and the age and design of the building. Sustainable materials such as wood, aluminum-clad wood, solid fiberglass, and metal windows are preferred. Vinyl windows are discouraged.*
- 14) *False muntins and internal removable grilles do not present an historic appearance and should not be used.*
- 15) *Do not use tinted or mirrored glass on major facades of the building. Translucent or low (e) glass may be strategies to keep heat gain down.*
- 16) *Storm windows should match the size and shape of the existing windows and the original sash configuration. Special shapes, such as arched top storms, are available.*
- 17) *Storm windows should not damage or obscure the windows and frames.*
- 18) *Avoid aluminum-colored storm sash. It can be painted an appropriate color if it is first primed with a zinc chromate primer.*
- 19) *The addition of shutters may be appropriate if not previously installed but if compatible with the style of the building or neighborhood.*
- 20) *In general, shutters should be wood (rather than metal or vinyl) and should be mounted on hinges. In some circumstances, appropriately dimensioned, painted, composite material shutters may be used.*
- 21) *The size of the shutters should result in their covering the window opening when closed.*
- 22) *Avoid shutters on composite or bay windows.*
- 23) *If using awnings, ensure that they align with the opening being covered.*
- 24) *Use awning colors that are compatible with the colors of the building.*

#### *D. Entrances, Porches, and Doors*

*Entrances and porches are often the primary focal points of a historic building. Their decoration and articulation help define the style of the structure. Entrances are functional and ceremonial elements for all buildings. Porches have traditionally been a social gathering point as well as a transition area between the exterior and interior of a residence.*

*The important focal point of an entrance or porch is the door. Doors are often a character-defining feature of the architectural style of a building. The variety of door types in the districts reflects the variety of styles, particularly of residential buildings.*

- 1. The original details and shape of porches should be retained including the outline, roof height, and roof pitch.*
- 2. Inspect masonry, wood, and metal on porches and entrances for signs of rust, peeling paint, wood deterioration, open joints around frames, deteriorating putty, inadequate caulking, and improper drainage, and correct any of these conditions.*
- 3. Repair damaged elements, matching the detail of the existing original fabric.*
- 4. Replace an entire porch only if it is too deteriorated to repair or is completely missing, and design to match the original as closely as possible.*
- 5. Do not strip entrances and porches of historic material and details.*
- 6. Give more importance to front or side porches than to utilitarian back porches.*
- 7. Do not remove or radically change entrances and porches important in defining the building's overall historic character.*
- 8. Avoid adding decorative elements incompatible with the existing structure.*
- 9. In general, avoid adding a new entrance to the primary facade, or facades visible from the street.*
- 10. Do not enclose porches on primary elevations and avoid enclosing porches on secondary elevations in a manner that radically changes the historic appearance.*
- 11. Provide needed barrier-free access in ways that least alter the features of the building.*
  - a. For residential buildings, try to use ramps that are removable or portable rather than permanent.*
  - b. On nonresidential buildings, comply with the Americans with Disabilities Act while minimizing the visual impact of ramps that affect the appearance of a building.*
- 12. The original size and shape of door openings should be maintained.*
- 13. Original door openings should not be filled in.*
- 14. When possible, reuse hardware and locks that are original or important to the historical evolution of the building.*
- 15. Avoid substituting the original doors with stock size doors that do not fit the opening properly or are not compatible with the style of the building.*
- 16. Retain transom windows and sidelights.*
- 17. When installing storm or screen doors, ensure that they relate to the character of the existing door.*
  - a. They should be a simple design where lock rails and stiles are similar in placement and size.*
  - b. Avoid using aluminum colored storm doors.*
  - c. If the existing storm door is aluminum, consider painting it to match the existing door.*
  - d. Use a zinc chromate primer before painting to ensure adhesion.*

### **Discussion and Recommendations**

1. The center door and transom are not original – there was originally a double door. It is appropriate to change the door and add a canvas awning.
2. The door in the shed addition was originally a window. It is appropriate to change back to a window that more closely matches the original proportions visible in the 1980 photograph.
3. It appears that the two flanking windows may be original 6/6 windows. The Guidelines suggest retaining original window openings, but this may be a case where it is appropriate to create a new storefront design by adding display windows. The proposed retail use would be a good addition to Elliewood.
4. The building would greatly benefit by a centered walkway directly to the front entrance.

### **Suggested Motion**

Having considered the standards set forth within the City Code, including City Design Guidelines for Rehabilitations, I move to find that the proposed new retail upfit satisfies the BAR's criteria and is compatible with this property and other properties in The Corner ADC district, and that the BAR approves the application as submitted (or with the following modifications...).

**CITY OF CHARLOTTESVILLE  
BOARD OF ARCHITECTURAL REVIEW  
STAFF REPORT  
February 18, 2014**



**Certificate of Appropriateness Application**

BAR 14-02-01  
17 Elliewood Avenue  
Tax Map 9 Parcel 89  
CKW, LLC, Owner/ Matthew McClellan, Applicant  
Retail Upfit

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**Background**

17 Elliewood Avenue is a contributing structure in The Corner ADC District. It was constructed c 1920 as a dwelling with a 3-bay front façade and center entrance. The shed-roofed addition was added before 1920.

The tenants, mostly restaurants, have changed frequently in recent years, but no applications have been made to the BAR.

**Application**

The use of the building will be changed to a retail clothing store, Country Club Prep.

The applicant is seeking approval to add two new bay window projections on either side of the entrance door, in order to create display windows. The projections will be constructed of Hardie siding and painted trim material, with asphalt shingle roofs to match existing.

The front door is proposed to be changed to a 15-light door. The sidelight will remain. A new canvas awning with signage on the front flap will be added over the entrance.

There is an existing door in the front of the shed addition that was originally a window. This is proposed to be changed to a square, 16-pane window, with infill below to match existing.

An alternate front elevation shows an alternate design for the two display windows, and a new glass door to replace the existing door in the shed addition.

A new freestanding sign will replace the existing freestanding sign. Two alternate designs are shown.

**Review Criteria Generally**

*Sec. 34-284(b) of the City Code states that,*

*In considering a particular application the BAR shall approve the application unless it finds:*

- (1) That the proposal does not meet specific standards set forth within this division or applicable provisions of the Design Guidelines established by the board pursuant to Sec.34-288(6); and*
- (2) The proposal is incompatible with the historic, cultural or architectural character of the district in which the property is located or the protected property that is the subject of the application.*

**Pertinent Standards for Review of Construction and Alterations include:**

- (1) Whether the material, texture, color, height, scale, mass and placement of the proposed addition, modification or construction are visually and architecturally compatible with the site and the applicable design control district;
- (2) The harmony of the proposed change in terms of overall proportion and the size and placement of entrances, windows, awnings, exterior stairs and signs;
- (3) The Secretary of the Interior Standards for Rehabilitation set forth within the Code of Federal Regulations (36 C.F.R. §67.7(b)), as may be relevant;
- (4) The effect of the proposed change on the historic district neighborhood;
- (5) The impact of the proposed change on other protected features on the property, such as gardens, landscaping, fences, walls and walks;
- (6) Whether the proposed method of construction, renovation or restoration could have an adverse impact on the structure or site, or adjacent buildings or structures;
- (8) Any applicable provisions of the City's Design Guidelines.

## **Pertinent Design Review Guidelines for Rehabilitations**

### **B. FACADES AND STOREFRONTS**

*Over time, commercial buildings are altered or remodeled to reflect current fashions or to eliminate maintenance problems. Often these improvements are misguided and result in a disjointed and unappealing appearance. Other improvements that use good materials and sensitive design may be as attractive as the original building and these changes should be saved. The following guidelines will help to determine what is worth saving and what should be rebuilt.*

- 1) Conduct pictorial research to determine the design of the original building or early changes.
- 2) Conduct exploratory demolition to determine what original fabric remains and its condition.
- 3) Remove any inappropriate materials, signs, or canopies covering the façade.
- 4) Retain all elements, materials, and features that are original to the building or are contextual remodelings, and repair as necessary.
- 5) Restore as many original elements as possible, particularly the materials, windows, decorative details, and cornice.
- 6) When designing new building elements, base the design on the "Typical elements of a commercial façade and storefront" (see drawing next page).
- 7) Reconstruct missing or original elements, such as cornices, windows, and storefronts, if documentation is available.
- 8) Design new elements that respect the character, materials, and design of the building, yet are distinguished from the original building.
- 9) Depending on the existing building's age, originality of the design and architectural significance, in some cases there may be an opportunity to create a more contemporary façade design when undertaking a renovation project.
- 10) Avoid using materials that are incompatible with the building or within the specific districts, including textured wood siding, vinyl or aluminum siding, and pressure-treated wood,
- 11) Avoid introducing inappropriate architectural elements where they never previously existed.

### **C. WINDOWS**

*Windows add light to the interior of a building, provide ventilation, and allow a visual link to the outside. They also play a major part in defining a building's particular style. Because of the wide variety of architectural styles and periods of construction within the districts, there is a corresponding variation of styles, types, and sizes of windows.*

*Windows are one of the major character-defining features on buildings and can be varied by different designs of sills, panes, sashes, lintels, decorative caps, and shutters. They may occur in regular intervals or in asymmetrical*

*patterns. Their size may highlight various bay divisions in the building. All of the windows may be the same or there may be a variety of types that give emphasis to certain parts of the building.*

- 1) *Prior to any repair or replacement of windows, a survey of existing window conditions is recommended. Note number of windows, whether each window is original or replaced, the material, type, hardware and finish, the condition of the frame, sash, sill, putty, and panes.*
- 2) *Retain original windows when possible.*
- 3) *Uncover and repair covered up windows and reinstall windows where they have been blocked in.*
- 4) *If the window is no longer needed, the glass should be retained and the back side frosted, screened, or shuttered so that it appears from the outside to be in use.*
- 5) *Repair original windows by patching, splicing, consolidating or otherwise reinforcing. Wood that appears to be in bad condition because of peeling paint or separated joints often can be repaired.*
- 6) *Replace historic components of a window that are beyond repair with matching components.*
- 7) *Replace entire windows only when they are missing or beyond repair.*
- 8) *If a window on the primary façade of a building must be replaced and an existing window of the same style, material, and size is identified on a secondary elevation, place the historic window in the window opening on the primary façade.*
- 9) *Reconstruction should be based on physical evidence or old photographs.*
- 10) *Avoid changing the number, location, size, or glazing pattern of windows by cutting new openings, blocking in windows, or installing replacement sash that does not fit the window opening.*
- 11) *Do not use inappropriate materials or finishes that radically change the sash, depth of reveal, muntin configuration, reflective quality or color of the glazing, or appearance of the frame.*
- 12) *Use replacement windows with true divided lights or interior and exterior fixed muntins with internal spacers to replace historic or original examples.*
- 13) *If windows warrant replacement, appropriate material for new windows depends upon the context of the building within a historic district, and the age and design of the building. Sustainable materials such as wood, aluminum-clad wood, solid fiberglass, and metal windows are preferred. Vinyl windows are discouraged.*
- 14) *False muntins and internal removable grilles do not present an historic appearance and should not be used.*
- 15) *Do not use tinted or mirrored glass on major facades of the building. Translucent or low (e) glass may be strategies to keep heat gain down.*
- 16) *Storm windows should match the size and shape of the existing windows and the original sash configuration. Special shapes, such as arched top storms, are available.*
- 17) *Storm windows should not damage or obscure the windows and frames.*
- 18) *Avoid aluminum-colored storm sash. It can be painted an appropriate color if it is first primed with a zinc chromate primer.*
- 19) *The addition of shutters may be appropriate if not previously installed but if compatible with the style of the building or neighborhood.*
- 20) *In general, shutters should be wood (rather than metal or vinyl) and should be mounted on hinges. In some circumstances, appropriately dimensioned, painted, composite material shutters may be used.*
- 21) *The size of the shutters should result in their covering the window opening when closed.*
- 22) *Avoid shutters on composite or bay windows.*
- 23) *If using awnings, ensure that they align with the opening being covered.*
- 24) *Use awning colors that are compatible with the colors of the building.*

#### *D. Entrances, Porches, and Doors*

*Entrances and porches are often the primary focal points of a historic building. Their decoration and articulation help define the style of the structure. Entrances are functional and ceremonial elements for all buildings. Porches have traditionally been a social gathering point as well as a transition area between the exterior and interior of a residence.*

*The important focal point of an entrance or porch is the door. Doors are often a character-defining feature of the architectural style of a building. The variety of door types in the districts reflects the variety of styles, particularly of residential buildings.*

1. *The original details and shape of porches should be retained including the outline, roof height, and roof pitch.*
2. *Inspect masonry, wood, and metal on porches and entrances for signs of rust, peeling paint, wood deterioration, open joints around frames, deteriorating putty, inadequate caulking, and improper drainage, and correct any of these conditions.*
3. *Repair damaged elements, matching the detail of the existing original fabric.*
4. *Replace an entire porch only if it is too deteriorated to repair or is completely missing, and design to match the original as closely as possible.*
5. *Do not strip entrances and porches of historic material and details.*
6. *Give more importance to front or side porches than to utilitarian back porches.*
7. *Do not remove or radically change entrances and porches important in defining the building's overall historic character.*
8. *Avoid adding decorative elements incompatible with the existing structure.*
9. *In general, avoid adding a new entrance to the primary facade, or facades visible from the street.*
10. *Do not enclose porches on primary elevations and avoid enclosing porches on secondary elevations in a manner that radically changes the historic appearance.*
11. *Provide needed barrier-free access in ways that least alter the features of the building.*
  - a. *For residential buildings, try to use ramps that are removable or portable rather than permanent.*
  - b. *On nonresidential buildings, comply with the Americans with Disabilities Act while minimizing the visual impact of ramps that affect the appearance of a building.*
12. *The original size and shape of door openings should be maintained.*
13. *Original door openings should not be filled in.*
14. *When possible, reuse hardware and locks that are original or important to the historical evolution of the building.*
15. *Avoid substituting the original doors with stock size doors that do not fit the opening properly or are not compatible with the style of the building.*
16. *Retain transom windows and sidelights.*
17. *When installing storm or screen doors, ensure that they relate to the character of the existing door.*
  - a. *They should be a simple design where lock rails and stiles are similar in placement and size.*
  - b. *Avoid using aluminum colored storm doors.*
  - c. *If the existing storm door is aluminum, consider painting it to match the existing door.*
  - d. *Use a zinc chromate primer before painting to ensure adhesion.*

### **Discussion and Recommendations**

1. The center door and transom are not original – there was originally a double door. It is appropriate to change the door and add a canvas awning.
2. The door in the shed addition was originally a window. It is appropriate to change back to a window, but the new window should more closely match the original 2/2 proportions visible in the 1980 photograph.
3. It appears that the two flanking windows may be original 6/6 windows. The Guidelines suggest retaining original window openings, but this may be a case where it is appropriate to create a new storefront design by adding display windows. The proposed retail use would be a good addition to Elliewood. All new windows should be wood or aluminum clad wood. If SDL's are used, the muntins should be permanently affixed on the exterior.
4. The proposed signage is appropriate and requires two separate sign permits.
5. No site work is proposed, but the building would greatly benefit by a centered walkway directly to the front entrance.

### **Suggested Motion**

Having considered the standards set forth within the City Code, including City Design Guidelines for Rehabilitations, I move to find that the proposed new retail upfit satisfies the BAR's criteria and is compatible with this property and other properties in The Corner ADC district, and that the BAR approves the application as submitted (or with the following modifications...).



# Board of Architectural Review (BAR) Certificate of Appropriateness

Please Return To: City of Charlottesville  
Department of Neighborhood Development Services  
P.O. Box 911, City Hall  
Charlottesville, Virginia 22902  
Telephone (434) 970-3130 Fax (434) 970-3359

Please submit ten (10) copies of application form and all attachments.  
For a new construction project, please include \$375 application fee. For all other projects requiring BAR approval, please include \$125 application fee. For projects that require only administrative approval, please include \$100 administrative fee. Make checks payable to the City of Charlottesville.  
The BAR meets the third Tuesday of the month.  
Deadline for submittals is Tuesday 3 weeks prior to next BAR meeting by 4 p.m.

Owner Name CKW, LLC Applicant Name MATTHEW MCCLELLAN  
Project Name/Description COUNTRY CLUB PREP RETAIL UPEIT Parcel Number 090089000  
Property Address 17 ELLIEWOOD AVE., CHARLOTTESVILLE, VA 22903

### Applicant Information

Address: 1645 KEITH VALLEY RD  
CHARLOTTESVILLE, VA 22901  
Email: INFO@MDESIGNARCH.COM  
Phone: (W) 434.227.1711 (H) \_\_\_\_\_  
FAX: \_\_\_\_\_

### Signature of Applicant

I hereby attest that the information I have provided is, to the best of my knowledge, correct. (Signature also denotes commitment to pay invoice for required mail notices.)

[Signature] 01/27/14  
Signature Date

### Property Owner Information (if not applicant)

Address: 17B ELLIEWOOD AVE.  
CHARLOTTESVILLE, VA 22903  
Email: CHRISKABBASH@NESTREALTYGROUP.COM  
Phone: (W) 434.566.1978 (H) \_\_\_\_\_  
FAX: \_\_\_\_\_

MATTHEW MCCLELLAN 01/27/2014  
Print Name Date

### Property Owner Permission (if not applicant)

I have read this application and hereby give my consent to its submission.

[Signature] 1/27/2014  
Signature Date

Do you intend to apply for Federal or State Tax Credits for this project? NO

CHRIS KABBASH 01/27/2014  
Print Name Date

Description of Proposed Work (attach separate narrative if necessary): SEE ATTACHED

### List All Attachments (see reverse side for submittal requirements):

COVER SHEET W/ PROJECT DESCRIPTION AND CONTENTS; SITE & VICINITY MAPS; SIGHT & ADJACENT PROPERTY PHOTOS; FLOOR PLANS, ELEVATIONS, AND 3D VIEW FOR 2 ALTERNATE OPTIONS; SIGNAGE OPTIONS AND AWNING STYLES.

**For Office Use Only**  
Received by: [Signature]  
Fee paid: 12500 Cash/Ck. # 1005  
Date Received: 1/28/14  
Approved/Disapproved by: \_\_\_\_\_  
Date: \_\_\_\_\_  
Conditions of approval: \_\_\_\_\_





**VIRGINIA  
HISTORIC LANDMARKS COMMISSION  
HISTORIC DISTRICT SURVEY FORM**

File No. 104-138-45  
Negative no(s). 7297

Page 1 of 2

Street address 17 Elliewood Ave.  
Town/City Charlottesville

Historic name \_\_\_\_\_ Common name \_\_\_\_\_

**Material**

wood frame (siding:  weatherboard,  shingle,  aluminum,  bricktex,  \_\_\_\_\_)  
 brick (bond:  Flemish,  stretcher,  \_\_\_\_\_-course American,  \_\_\_\_\_)  
 stone ( random rubble,  random ashlar,  coursed ashlar,  \_\_\_\_\_)  
 log (siding:  weatherboard,  shingle,  aluminum,  bricktex,  \_\_\_\_\_)  
 stucco  cast iron  
 concrete block  terra cotta  
 enameled steel  glass and metal  
 other: \_\_\_\_\_

Number of Stories		Roof Type		Roof Material	
<input type="checkbox"/> 1	<input type="checkbox"/> 2½	<input type="checkbox"/> shed	<input type="checkbox"/> mansard	<input type="checkbox"/> slate	<input type="checkbox"/> tile
<input type="checkbox"/> 1½	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> gable	<input type="checkbox"/> gambrel	<input type="checkbox"/> wood shingle	<input type="checkbox"/> pressed tin
<input checked="" type="checkbox"/> 2	<input type="checkbox"/> _____	<input type="checkbox"/> pediment	<input type="checkbox"/> parapet	<input checked="" type="checkbox"/> composition	<input type="checkbox"/> not visible
		<input type="checkbox"/> hipped	<input type="checkbox"/> flat	<input type="checkbox"/> standing seam metal	
		<input type="checkbox"/> other: _____		<input type="checkbox"/> other _____	

Dormers		Number of bays — Main facade		
<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 3	<input type="checkbox"/> shed	<input type="checkbox"/> 1	<input type="checkbox"/> 4
<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input type="checkbox"/> gable	<input type="checkbox"/> 2	<input type="checkbox"/> 5
<input type="checkbox"/> 2	<input type="checkbox"/> _____	<input type="checkbox"/> pedimented	<input checked="" type="checkbox"/> 3 <i>Main block</i>	<input type="checkbox"/> 6
		<input type="checkbox"/> hipped		<input type="checkbox"/> 7
		<input type="checkbox"/> _____		<input type="checkbox"/> 8
				<input type="checkbox"/> _____

Porch	Stories	Bays	General description
<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	<input type="checkbox"/> 1 <input type="checkbox"/> 3	<input type="checkbox"/> 1 (center) <input type="checkbox"/> 2 <input type="checkbox"/> 4	
	<input type="checkbox"/> 2 <input type="checkbox"/> _____	<input type="checkbox"/> 1 (side) <input type="checkbox"/> 3 <input type="checkbox"/> _____	

**Building type**

<input checked="" type="checkbox"/> detached house	<input type="checkbox"/> garage	<input type="checkbox"/> government	<input type="checkbox"/> industrial
<input type="checkbox"/> detached town house	<input type="checkbox"/> farmhouse	<input type="checkbox"/> commercial (office)	<input type="checkbox"/> school
<input type="checkbox"/> row house	<input type="checkbox"/> apartment building	<input checked="" type="checkbox"/> commercial (store)	<input type="checkbox"/> church
<input type="checkbox"/> double house	<input type="checkbox"/> gas station	<input type="checkbox"/> railroad	<input type="checkbox"/> _____

Style/period Vernacular Date *ca. 1910-25* Architect/builder \_\_\_\_\_

Location and description of entrance **Central entry with architrave surround and double-leaf doors.**



Miscellaneous descriptive information (plan, exterior and interior decoration, cornice/eave type, window type and trim, chimneys, additions, alterations)

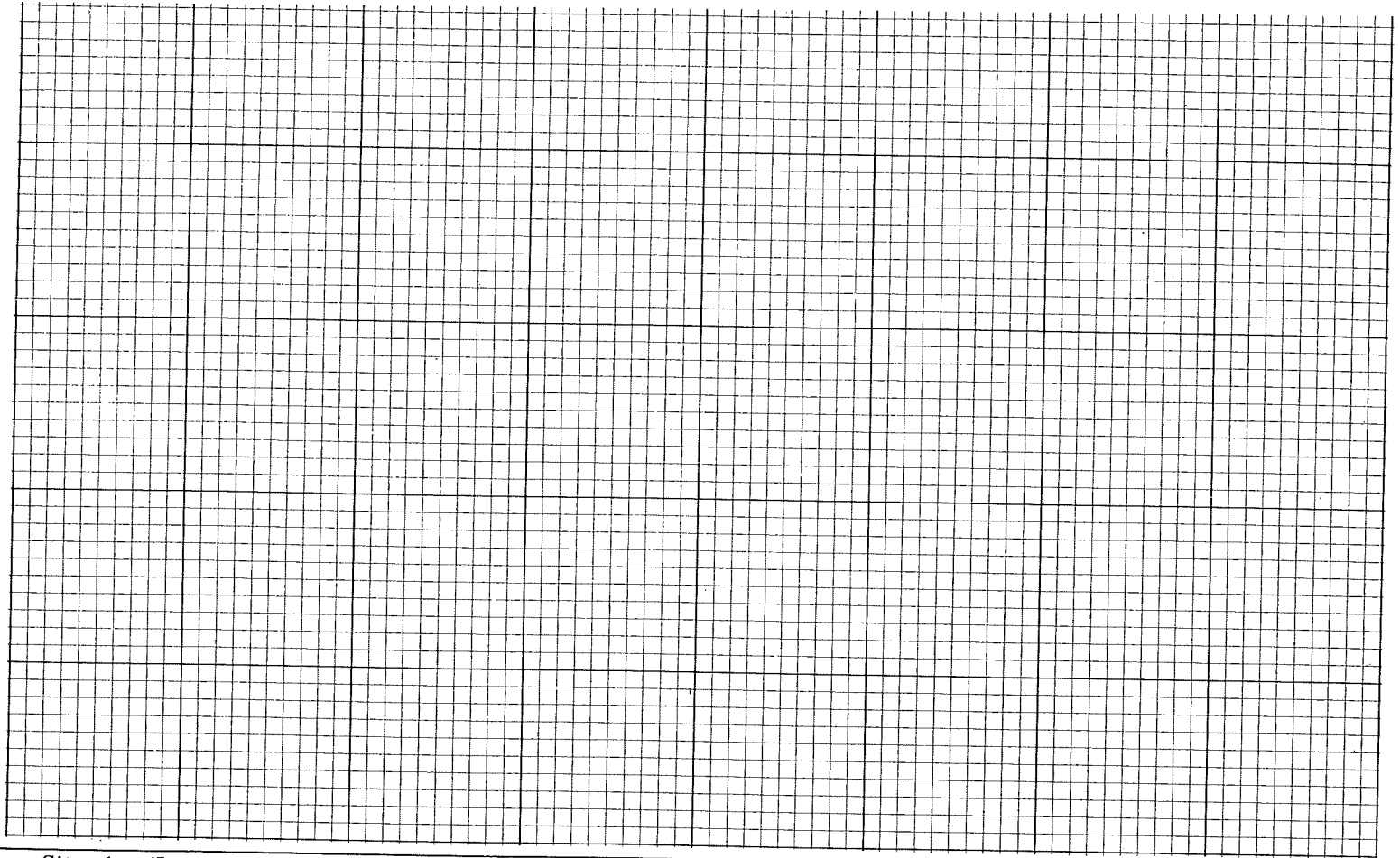
This typical vernacular house of the period features a shed-roofed one-story side wing. The decorative shutters may be original. The exterior of the building remains unaltered despite its conversion to commercial property.

Historical information

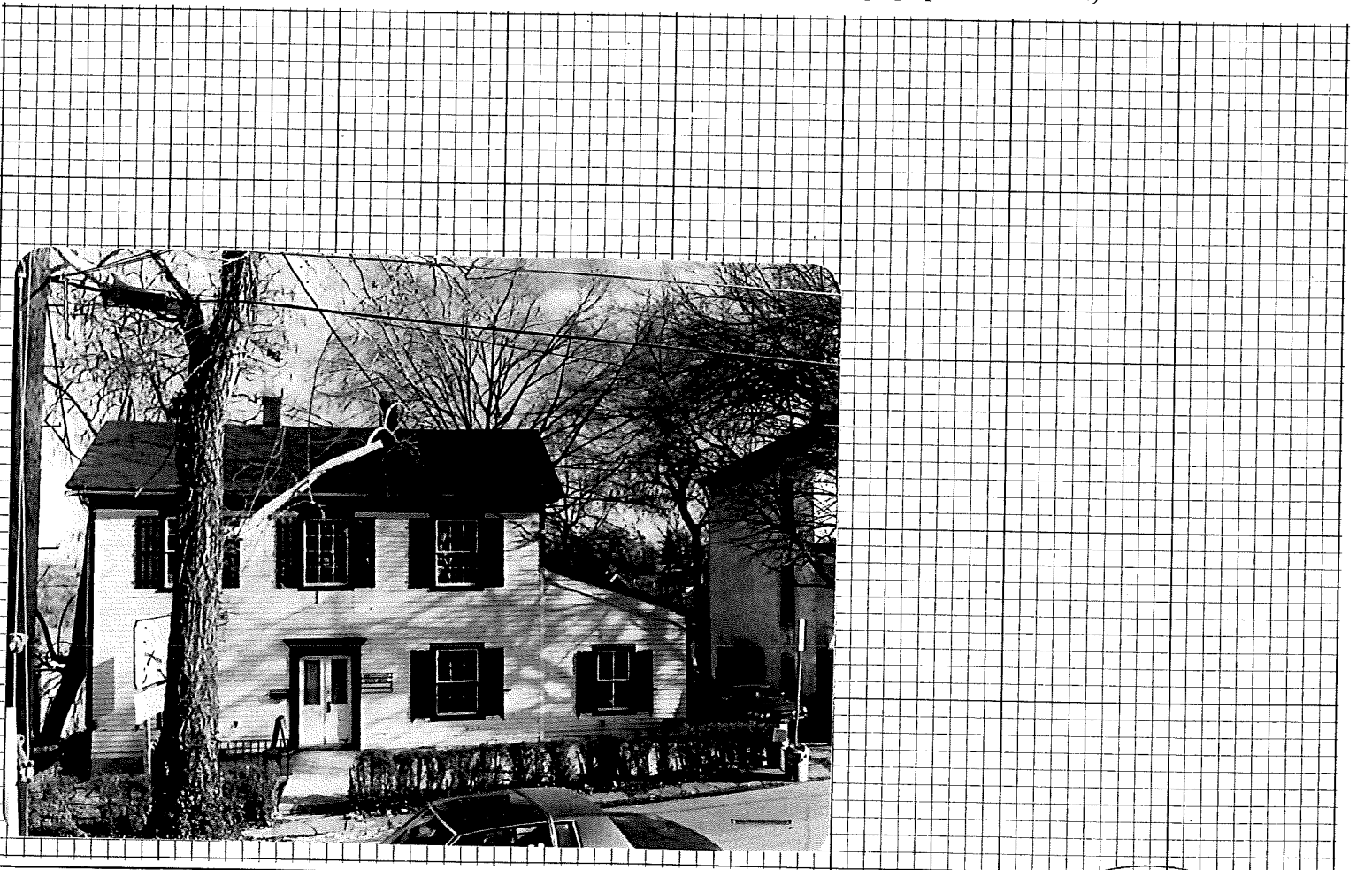
This former dwelling now houses several shops, including: 1) The Gu'far Shoppe, a musical-instrument store; 2) University Travel, a travel agency; 3) Ragged Mountain Running Shop, a sporting goods store and 4) Slogans, a graphic-design shop.

Source Sanborn maps. Surveyed by Jefffo'Dell, VHLC Date 9-83





Site plan (Locate and identify outbuildings, dependencies and significant topographical features.)

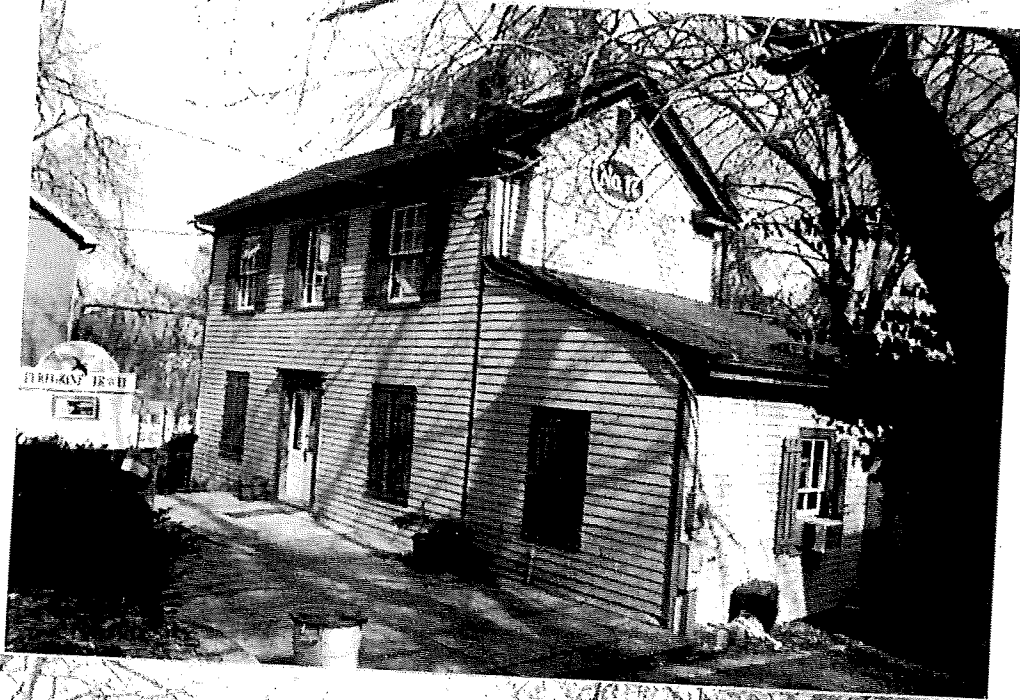


Name, address and title of recorder

*3.L. Basher U.y Va Grad. Student*

Date

*3-7-80*



1996  
photos

PRIMARY RESOURCE EXTERIOR COMPONENT DESCRIPTION

Component	#	Comp Type/Form	Material	Material Treatment
Chimney	2	Interior	Brick	
Cornice	0	Boxed	Wood	W/ Returns
Foundation	0	Continuous	Concrete	Block
Roof	0	Gable	Asphalt	Shingle
Walls	0	Frame	Wood	Weatherboard
Window(s)	0	Sash, double-hung	Wood	Six-over-six

INDIVIDUAL RESOURCE INFORMATION

SEQUENCE NUMBER: 1.0

WUZIT: Commercial Building

Primary Resource? Yes

Estimated Date of Construction: 1910 ca

Source of Date: Site Visit/Written

Architectural Style: Other

Description:

Rectangular two-story building originally constructed as a dwelling, with two brick interior chimneys topped by corbelled caps; three-bay front facade with central entrance; single pile; boxed, molded cornice with returns, above frieze board; corner boards; entrance displays Classical Revival treatment, with paired panelled doors, top halves glazed (probably later); one-story, frame, shed-roofed addition at southwest side, one bay wide and three bays deep, added between 1913 and 1920 (Sanborn 1907, 1910, 1913, 1920, 1929, 1941).

Condition: Good-Excellent

Threats to Resource: None Known

Additions/Alterations Description:

House originally had one-story front porch at center bay of front facade, which survived through 1941; southwest addition built between 1913 and 1920 (Sanborn 1913, 1920, 1929, 1941). Doors at entrance probably later, and Classical Revival entrance surround may also be later. Windows have later board blinds on front facade, and one window on side of addition.

Number of Stories: 2.0

Interior Plan Type:

Accessed? No

Interior Description:

Relationship of Secondary Resources to Property:

None

DHR Historic Context: Commerce/Trade

Significance Statement:

This building was built between 1907 and 1913 as a residence. It continued to be used as a dwelling through 1941, although it may have functioned as a rooming house, as did many houses on Elliewood Avenue. Its exterior represents a well-preserved example of a popular dwelling form dating from the turn-of-the-century era. It is the only building of its kind on Elliewood Avenue, and belongs to a class of frame vernacular dwellings from its period of construction, of which there are other examples in the historic

district, ranging from cottages to larger dwellings such as this one (O'Dell 1983; Sanborn 1913, 1920, 1929, 1941; O'Dell, et al., 1984).

#### GRAPHIC DOCUMENTATION

Medium	Medium ID #	Frames	Date
B&W 35mm Photos	14642	8 - 10	2/25/1996

#### BIBLIOGRAPHIC DATA

Sequence #: 1.0 Bibliographic Record Type: Survey, Other  
Author:

Citation Abbreviation:

Virginia Historic Landmarks Commission (VHLC) Survey

Notes:

N.d., surveyor not named. VHDR Archives.

Sequence #: 1.1 Bibliographic Record Type: Survey, Other

Author: O'Dell, Jeffrey M.

Citation Abbreviation:

Virginia Historic Landmarks Commission (VHLC) Survey

Notes:

Sept. 1983. VDHR Archives.

Sequence #: 1.2 Bibliographic Record Type: Map

Author: Sanborn Map Company

Citation Abbreviation:

Sanborn Fire Insurance Maps, Charlottesville, VA

Notes:

Published by Sanborn Map Company, 1907, 1913, 1920, 1929, 1941.

University of Virginia Library Government Documents.

Sequence #: 1.3 Bibliographic Record Type: NRHP Form

Author: O'Dell, J.M., w/Charlottesville Community Development staff

Citation Abbreviation:

Rugby Road-University Corner Historic District NR Nomination

Notes:

1984. VDHR Archives.

#### CULTURAL RESOURCE MANAGEMENT EVENTS

Date: 3/ 2/1996

Cultural Resource Management Event: Reconnaissance Survey

Organization or Person: Smead, Susan E.

ID # Associated with Event:

CRM Event Notes or Comments:

#### MAILING ADDRESS

Honorif:

First :

Last :

Suffix :

Title :

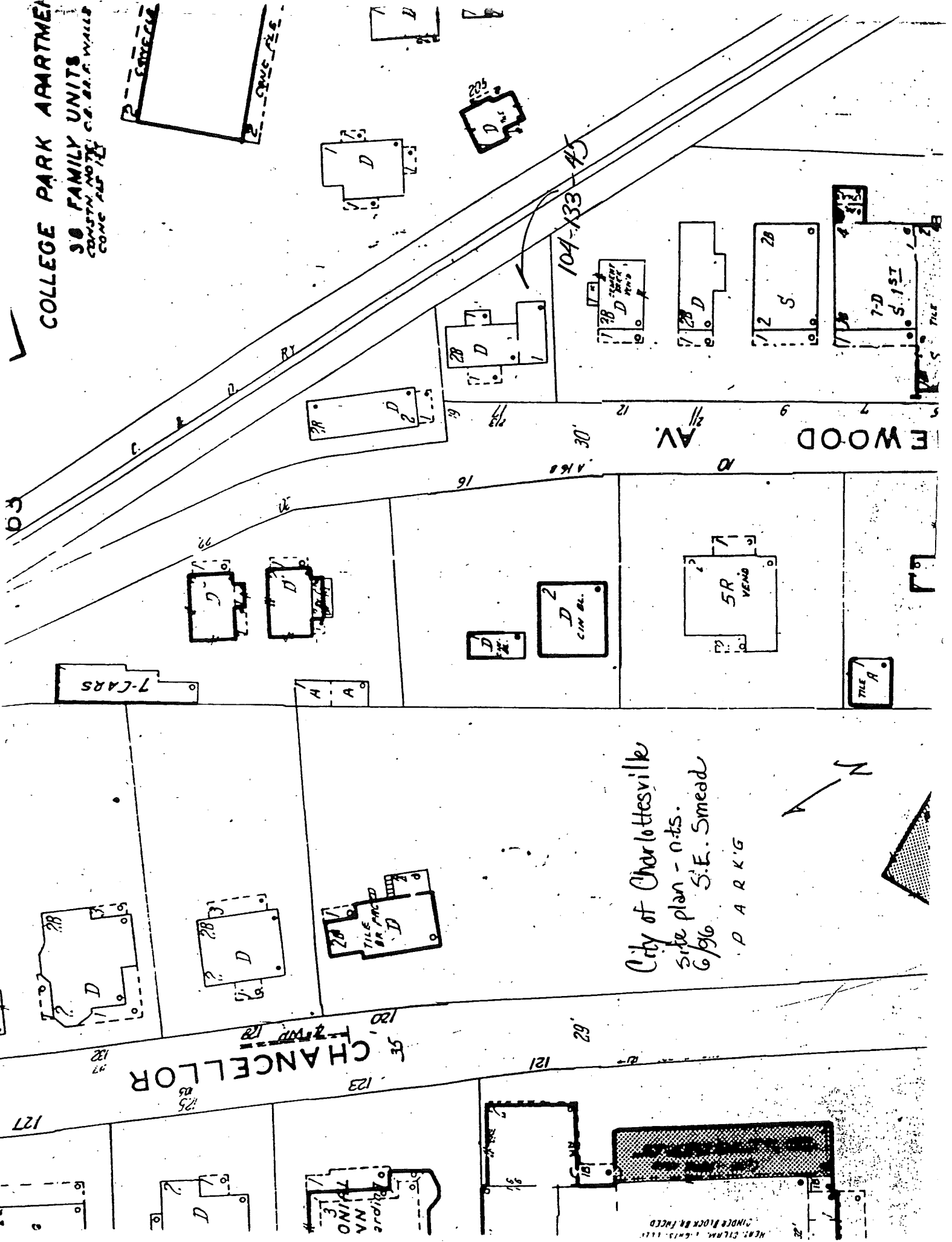
Company: RMW Properties Inc.

Address: 6 North Farmington Heights

City : Charlottesville

State: VA

COLLEGE PARK APARTMENT  
 30 FAMILY UNITS  
 CONSTN. NO. 121 C. B. F. WALLS  
 CONC. F. 121



City of Charlottesville  
 site plan - n.t.s.  
 6/96 S.E. Smead  
 PARK

CHANCELLOR

WOOD AV.

104-133-45

7-CARS

NEXT CLRM. 1-GRS. 1111  
 UNDER BLDG. BR. FLOOR



**RECEIVED**

**APR 01 2014**

**NEIGHBORHOOD DEVELOPMENT SERVICES**

April 1, 2014

Ms. Paige Rice,  
Clerk of the City Council  
City of Charlottesville  
PO Box 911, City Hall  
Charlottesville, VA 22902

**17 Elliewood Avenue  
Appeal to City Council**

Dear Ms. Rice,

In accordance with section 34-285 (c) of the Ordinances of the City of Charlottesville, I am writing to appeal the BAR action taken on March 18, 2014 concerning 17 Elliewood Avenue.

**Applicant:** Country Club Prep ("CCP") is a clothing retailer based in Atlanta, GA. CCP was founded by and is wholly owned by three graduates of the University of Virginia School of Law.

**Background:** At the February meeting of the Board of Architectural Review ("BAR"), CCP presented an application to install retail windows in the space known as 17 Elliewood Avenue, Charlottesville, VA 22903. The BAR was reluctant to approve the request, but provided CCP with suggestions that would make the proposal more tenable. On March 18, 2014, CCP again appeared before the BAR, presenting significant concessions relating to restoration of the property, including but not limited to re-fitting the facade with historically accurate shutters (currently there are no shutters) and converting a space that is currently an external door into a period-correct window. CCP again presented its proposal for the installation of retail windows. The BAR opposed the suggestion, citing regulations that prohibit the expansion of existing window openings on historical structures. As a fallback position, at the suggestion of the BAR, CCP presented alternate drawings for retail windows that would maintain the existing size of the window openings, but would create enough depth for use as retail displays (see the attached proposed plans).

The idea initially held favor with the board, but this compromise was also ultimately denied. The reasoning provided for the denial was that, once the external display windows were installed, the existing window openings would become part of the internal structure, and accordingly no longer fall within the jurisdiction of the BAR. Thus, the proposed design was not problematic; instead, the sticking point was that the BAR did not want to relinquish control over subsequent, as yet unvoiced and un contemplated improvements to the would-be internal window structure.

**Grounds for Appeal and Summary of Arguments:**

1. **Improper Procedure:** The BAR's basis for its denial of CCP's proposal is improper. CCP's proposed retail windows do not contravene existing regulations regarding window renovation. The BAR acted outside the scope of its authority by denying the application due to

concerns as to what might happen to the original window openings once they become internal components of the structure. Such speculation is not an adequate ground for the denial of CCP's application.

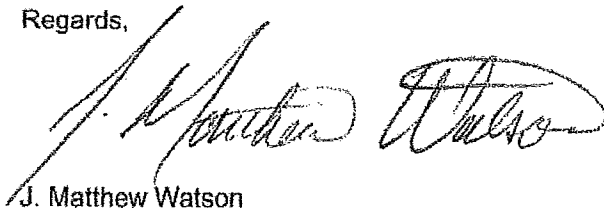
2. **Economics:** Retail display windows and natural light are integral to the success of retail tenants. This point is likely uncontested, but CCP is happy to provide documentary and photographic evidence of these points during the course of the appeal.

3. **Stability:** Over the past 14 years, CCP has observed the carousel of restaurants and bars that have cycled through the spaces on the Corner - on Elliewood in particular. CCP seeks to become an anchor retailer for the space and the district, but to do so requires some flexibility in outfitting the space with certain standard retail amenities: namely, retail display windows. CCP is more than willing to put additional work into the space to restore its appearance to one that is more historically accurate than its current state, and CCP has offered to do so in return for the ability to install retail windows (see plans for details, including but not limited to period-accurate shutters and windows).

4. **Fairness:** Many of the facades of structures on both Elliewood and University have been altered in much more dramatic fashion than CCP's proposal contemplates (see attachments). The existing tenants in those locations were able to bolster their economic prospects by adapting the space (within reason) to their business requirements. CCP is asking for leave to do the same.

Country Club Prep appreciates the council's consideration of this matter and looks forward to discussing the matter further.

Regards,



J. Matthew Watson

Owner, Country Club Prep

678-372-3880

[mat@countryclubprep.com](mailto:mat@countryclubprep.com)

Please find the enclosed attachments:

- BAR Ruling dated March 18, 2014 (email notification received 3/26/14)
- BAR Staff report dated March 15, 2014
- BAR Application for Certificate of Appropriateness submitted February 25, 2014.  
This attachment has been slightly modified to include additional supporting images and drawings for the purpose of this appeal.

## Matthew McClellan

---

**From:** Scala, Mary Joy <scala@charlottesville.org>  
**Sent:** Wednesday, March 26, 2014 11:44 AM  
**To:** chris Kabbash (chriskabbash@nestrealtygroup.com)  
**Cc:** 'mbmcclellan@outlook.com'  
**Subject:** BAR Action March 18, 2014 - 17 Elliewood Avenue

March 26, 2014

CKW, LLC  
c/o Chris Kabbash  
17B Elliewood Avenue  
Charlottesville, VA 22903

Dear Applicant,

The above referenced project was discussed before a meeting of the City of Charlottesville Board of Architectural Review (BAR) on March 18, 2014. The following action was taken:

**The BAR approved (5-0) the proposed new retail upfit changes to shutters, conversion of door to window in the shed addition, and changes to sidelight on main entrance, but not the changes to the two window openings.**

The BAR did not approved the request for two window openings because it would have conflicted with the guidelines.

In accordance with Charlottesville City Code 34-285(b), this decision may be appealed to the City Council in writing within ten working days of the date of the decision. Written appeals, including the grounds for an appeal, the procedure(s) or standard(s) alleged to have been violated or misapplied by the BAR, and/or any additional information, factors or opinions the applicant deems relevant to the application, should be directed to Paige Barfield, Clerk of the City Council, PO Box 911, Charlottesville, VA 22902.

This certificate of appropriateness shall expire in 18 months (September 18, 2015), unless within that time period you have either: been issued a building permit for construction of the improvements if one is required, or if no building permit is required, commenced the project. The expiration date may differ if the COA is associated with a valid site plan. You may request an extension of the certificate of appropriateness *before this approval expires* for one additional year for reasonable cause.

Upon completion of the project, please contact me for an inspection of the improvements included in this application. If you have any questions, please contact me at 434-970-3130 or [scala@charlottesville.org](mailto:scala@charlottesville.org).

Sincerely yours,

Mary Joy Scala, AICP  
Preservation and Design Planner

**Mary Joy Scala, AICP**  
Preservation and Design Planner



City of Charlottesville  
Department of Neighborhood Development Services  
City Hall – 610 East Market Street  
P.O. Box 911  
Charlottesville, VA 22902  
Ph 434.970.3130 FAX 434.970.3359  
[scala@charlottesville.org](mailto:scala@charlottesville.org)

**CITY OF CHARLOTTESVILLE  
BOARD OF ARCHITECTURAL REVIEW  
STAFF REPORT  
March 18, 2014**



**Certificate of Appropriateness Application (approval Feb 2014)**

BAR 14-02-01

17 Elliewood Avenue

Tax Parcel 090089000

CKW, LLC, Owner/ Matthew McClellan, Applicant

Retail Upfit - Country Club Prep

---

**Background**

17 Elliewood Avenue is a contributing structure in The Corner ADC District. It was constructed c 1920 as a dwelling with a 3-bay front façade and center entrance. The shed-roofed addition was added before 1920.

The tenants, mostly restaurants, have changed frequently in recent years, but no applications have been made to the BAR.

**February 18, 2014 - The BAR approved (9-0) as discussed replacing the glazing in the two first-floor windows with a single clear pane of glass (keeping the original size opening); and also the changes to the doors and the new awning, with details of awning to be approved by staff.**

**Application**

The use of the building will be changed to a retail clothing store, Country Club Prep.

The applicant is again seeking approval to add two new bay window projections on either side of the entrance door, in order to create display windows, and a new, single-pane glass entry door. The applicant is now proposing to restore most of the elements of the original façade.

There is an existing Dutch door in the front of the shed addition that was originally a window. This will be restored to the original double-hung window. Original or matching shutters will be re-installed on all the original windows on the front façade.

New steps will be added from the sidewalk to the terrace to align with the front entry door.

As previously proposed, a new canvas awning with signage on the front flap will be added over the entrance.

**Review Criteria Generally**

*Sec. 34-284(b) of the City Code states that,*

*In considering a particular application the BAR shall approve the application unless it finds:*

- (1) That the proposal does not meet specific standards set forth within this division or applicable provisions of the Design Guidelines established by the board pursuant to Sec.34-288(6); and*
- (2) The proposal is incompatible with the historic, cultural or architectural character of the district in which the property is located or the protected property that is the subject of the application.*

## **Pertinent Standards for Review of Construction and Alterations include:**

- (1) Whether the material, texture, color, height, scale, mass and placement of the proposed addition, modification or construction are visually and architecturally compatible with the site and the applicable design control district;*
- (2) The harmony of the proposed change in terms of overall proportion and the size and placement of entrances, windows, awnings, exterior stairs and signs;*
- (3) The Secretary of the Interior Standards for Rehabilitation set forth within the Code of Federal Regulations (36 C.F.R. §67.7(b)), as may be relevant;*
- (4) The effect of the proposed change on the historic district neighborhood;*
- (5) The impact of the proposed change on other protected features on the property, such as gardens, landscaping, fences, walls and walks;*
- (6) Whether the proposed method of construction, renovation or restoration could have an adverse impact on the structure or site, or adjacent buildings or structures;*
- (8) Any applicable provisions of the City's Design Guidelines.*

## **Pertinent Design Review Guidelines for Rehabilitations**

### **B. FACADES AND STOREFRONTS**

*Over time, commercial buildings are altered or remodeled to reflect current fashions or to eliminate maintenance problems. Often these improvements are misguided and result in a disjointed and unappealing appearance. Other improvements that use good materials and sensitive design may be as attractive as the original building and these changes should be saved. The following guidelines will help to determine what is worth saving and what should be rebuilt.*

- 1) Conduct pictorial research to determine the design of the original building or early changes.*
- 2) Conduct exploratory demolition to determine what original fabric remains and its condition.*
- 3) Remove any inappropriate materials, signs, or canopies covering the façade.*
- 4) Retain all elements, materials, and features that are original to the building or are contextual remodelings, and repair as necessary.*
- 5) Restore as many original elements as possible, particularly the materials, windows, decorative details, and cornice.*
- 6) When designing new building elements, base the design on the "Typical elements of a commercial façade and storefront" (see drawing next page).*
- 7) Reconstruct missing or original elements, such as cornices, windows, and storefronts, if documentation is available.*
- 8) Design new elements that respect the character, materials, and design of the building, yet are distinguished from the original building.*
- 9) Depending on the existing building's age, originality of the design and architectural significance, in some cases there may be an opportunity to create a more contemporary façade design when undertaking a renovation project.*
- 10) Avoid using materials that are incompatible with the building or within the specific districts, including textured wood siding, vinyl or aluminum siding, and pressure-treated wood,*
- 11) Avoid introducing inappropriate architectural elements where they never previously existed.*

### **C. WINDOWS**

*Windows add light to the interior of a building, provide ventilation, and allow a visual link to the outside. They also play a major part in defining a building's particular style. Because of the wide variety of architectural styles and periods of construction within the districts, there is a corresponding variation of styles, types, and sizes of windows.*

*Windows are one of the major character-defining features on buildings and can be varied by different designs of sills, panes, sashes, lintels, decorative caps, and shutters. They may occur in regular intervals or in asymmetrical patterns. Their size may highlight various bay divisions in the building. All of the windows may be the same or there may be a variety of types that give emphasis to certain parts of the building.*

- 1) *Prior to any repair or replacement of windows, a survey of existing window conditions is recommended. Note number of windows, whether each window is original or replaced, the material, type, hardware and finish, the condition of the frame, sash, sill, putty, and panes.*
- 2) *Retain original windows when possible.*
- 3) *Uncover and repair covered up windows and reinstall windows where they have been blocked in.*
- 4) *If the window is no longer needed, the glass should be retained and the back side frosted, screened, or shuttered so that it appears from the outside to be in use.*
- 5) *Repair original windows by patching, splicing, consolidating or otherwise reinforcing. Wood that appears to be in bad condition because of peeling paint or separated joints often can be repaired.*
- 6) *Replace historic components of a window that are beyond repair with matching components.*
- 7) *Replace entire windows only when they are missing or beyond repair.*
- 8) *If a window on the primary façade of a building must be replaced and an existing window of the same style, material, and size is identified on a secondary elevation, place the historic window in the window opening on the primary façade.*
- 9) *Reconstruction should be based on physical evidence or old photographs.*
- 10) *Avoid changing the number, location, size, or glazing pattern of windows by cutting new openings, blocking in windows, or installing replacement sash that does not fit the window opening.*
- 11) *Do not use inappropriate materials or finishes that radically change the sash, depth of reveal, muntin configuration, reflective quality or color of the glazing, or appearance of the frame.*
- 12) *Use replacement windows with true divided lights or interior and exterior fixed muntins with internal spacers to replace historic or original examples.*
- 13) *If windows warrant replacement, appropriate material for new windows depends upon the context of the building within a historic district, and the age and design of the building. Sustainable materials such as wood, aluminum-clad wood, solid fiberglass, and metal windows are preferred. Vinyl windows are discouraged.*
- 14) *False muntins and internal removable grilles do not present an historic appearance and should not be used.*
- 15) *Do not use tinted or mirrored glass on major facades of the building. Translucent or low (e) glass may be strategies to keep heat gain down.*
- 16) *Storm windows should match the size and shape of the existing windows and the original sash configuration. Special shapes, such as arched top storms, are available.*
- 17) *Storm windows should not damage or obscure the windows and frames.*
- 18) *Avoid aluminum-colored storm sash. It can be painted an appropriate color if it is first primed with a zinc chromate primer.*
- 19) *The addition of shutters may be appropriate if not previously installed but if compatible with the style of the building or neighborhood.*
- 20) *In general, shutters should be wood (rather than metal or vinyl) and should be mounted on hinges. In some circumstances, appropriately dimensioned, painted, composite material shutters may be used.*
- 21) *The size of the shutters should result in their covering the window opening when closed.*
- 22) *Avoid shutters on composite or bay windows.*
- 23) *If using awnings, ensure that they align with the opening being covered.*
- 24) *Use awning colors that are compatible with the colors of the building.*

#### *D. Entrances, Porches, and Doors*

*Entrances and porches are often the primary focal points of a historic building. Their decoration and articulation help define the style of the structure. Entrances are functional and ceremonial elements for all buildings. Porches have traditionally been a social gathering point as well as a transition area between the exterior and interior of a residence.*

*The important focal point of an entrance or porch is the door. Doors are often a character-defining feature of the architectural style of a building. The variety of door types in the districts reflects the variety of styles, particularly of residential buildings.*

- 1. The original details and shape of porches should be retained including the outline, roof height, and roof pitch.*
- 2. Inspect masonry, wood, and metal on porches and entrances for signs of rust, peeling paint, wood deterioration, open joints around frames, deteriorating putty, inadequate caulking, and improper drainage, and correct any of these conditions.*
- 3. Repair damaged elements, matching the detail of the existing original fabric.*
- 4. Replace an entire porch only if it is too deteriorated to repair or is completely missing, and design to match the original as closely as possible.*
- 5. Do not strip entrances and porches of historic material and details.*
- 6. Give more importance to front or side porches than to utilitarian back porches.*
- 7. Do not remove or radically change entrances and porches important in defining the building's overall historic character.*
- 8. Avoid adding decorative elements incompatible with the existing structure.*
- 9. In general, avoid adding a new entrance to the primary facade, or facades visible from the street.*
- 10. Do not enclose porches on primary elevations and avoid enclosing porches on secondary elevations in a manner that radically changes the historic appearance.*
- 11. Provide needed barrier-free access in ways that least alter the features of the building.*
  - a. For residential buildings, try to use ramps that are removable or portable rather than permanent.*
  - b. On nonresidential buildings, comply with the Americans with Disabilities Act while minimizing the visual impact of ramps that affect the appearance of a building.*
- 12. The original size and shape of door openings should be maintained.*
- 13. Original door openings should not be filled in.*
- 14. When possible, reuse hardware and locks that are original or important to the historical evolution of the building.*
- 15. Avoid substituting the original doors with stock size doors that do not fit the opening properly or are not compatible with the style of the building.*
- 16. Retain transom windows and sidelights.*
- 17. When installing storm or screen doors, ensure that they relate to the character of the existing door.*
  - a. They should be a simple design where lock rails and stiles are similar in placement and size.*
  - b. Avoid using aluminum colored storm doors.*
  - c. If the existing storm door is aluminum, consider painting it to match the existing door.*
  - d. Use a zinc chromate primer before painting to ensure adhesion.*

### **Discussion and Recommendations**

1. The center door and transom are not original – there was originally a double door. It is appropriate to change the door and add a canvas awning.
2. The door in the shed addition was originally a window. It is appropriate to change back to a window that more closely matches the original proportions visible in the 1980 photograph.
3. It appears that the two flanking windows may be original 6/6 windows. The Guidelines suggest retaining original window openings, but this may be a case where it is appropriate to create a new storefront design by adding display windows. The proposed retail use would be a good addition to Elliewood.
4. The building would greatly benefit by a centered walkway directly to the front entrance.

### **Suggested Motion**

Having considered the standards set forth within the City Code, including City Design Guidelines for Rehabilitations, I move to find that the proposed new retail upfit satisfies the BAR's criteria and is compatible with this property and other properties in The Corner ADC district, and that the BAR approves the application as submitted (or with the following modifications...).



# Board of Architectural Review (BAR) Certificate of Appropriateness

Please Return To: City of Charlottesville  
Department of Neighborhood Development Services  
P.O. Box 911, City Hall  
Charlottesville, Virginia 22902  
Telephone (434) 970-3130 Fax (434) 970-3359

Please submit ten (10) copies of application form and all attachments.

For a new construction project, please include \$375 application fee. For all other projects requiring BAR approval, please include \$125 application fee. For projects that require only administrative approval, please include \$100 administrative fee. Make checks payable to the City of Charlottesville.

The BAR meets the third Tuesday of the month.

Deadline for submittals is Tuesday 3 weeks prior to next BAR meeting by 4 p.m.

Owner Name <u>CKW. LLC</u>	Applicant Name <u>MATTHEW MCCLELLAN</u>
Project Name/Description <u>COUNTRY CLUB PREP, RETAIL ALTERATIONS</u>	Parcel Number <u>090089000</u>
Property Address <u>17 ELLIEWOOD AVE, CHARLOTTESVILLE, VA 22903</u>	

### Applicant Information

Address: 1645 KEITH VALLEY RD  
CHARLOTTESVILLE, VA 22901  
Email: INFO@MDESIGNARCH.COM  
Phone: (W) 434.227.1711 (H) \_\_\_\_\_  
FAX: \_\_\_\_\_

### Property Owner Information (if not applicant)

Address: 17B ELLIWOOD AVE  
CHARLOTTESVILLE, VA 22903  
Email: CHRISKABBASH@NESTREALTYGROUP.COM  
Phone: (W) 434.566.1978 (H) \_\_\_\_\_  
FAX: \_\_\_\_\_

Do you intend to apply for Federal or State Tax Credits for this project? NO

### Signature of Applicant

I hereby attest that the information I have provided is, to the best of my knowledge, correct. (Signature also denotes commitment to pay invoice for required mail notices.)

Signature \_\_\_\_\_ Date \_\_\_\_\_  
MATTHEW MCCLELLAN 2/24/2014  
Print Name Date

### Property Owner Permission (if not applicant)

I have read this application and hereby give my consent to its submission.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
CHRIS KABBASH 2/24/2014  
Print Name Date

### Description of Proposed Work (attach separate narrative if necessary):

RESUBMITTAL FOR APPROVAL TO INSTALL DISPLAY WINDOWS ON THE FRONT EXTERIOR AND TO INSTALL NEW EXTERIOR STEPS FROM STREET LEVEL TO THE EXISTING FRONT PATIO.

### List All Attachments (see reverse side for submittal requirements):

COVER SHEET WITH PROJECT DESCRIPTION AND CONTENTS; SITE AND VICINITY MAP; SITE AND ADJACENT PROPERTY PHOTOS; FLOOR PLANS AND ELEVATIONS AND 3D VIEWS; MATERIAL ILLUSTRATIONS AND PRECEDENT IMAGES.

<b>For Office Use Only</b>	Approved/Disapproved by: _____
Received by: _____	Date: _____
Fee paid: _____ Cash/Ck. # _____	Conditions of approval: _____
Date Received: _____	_____
	_____

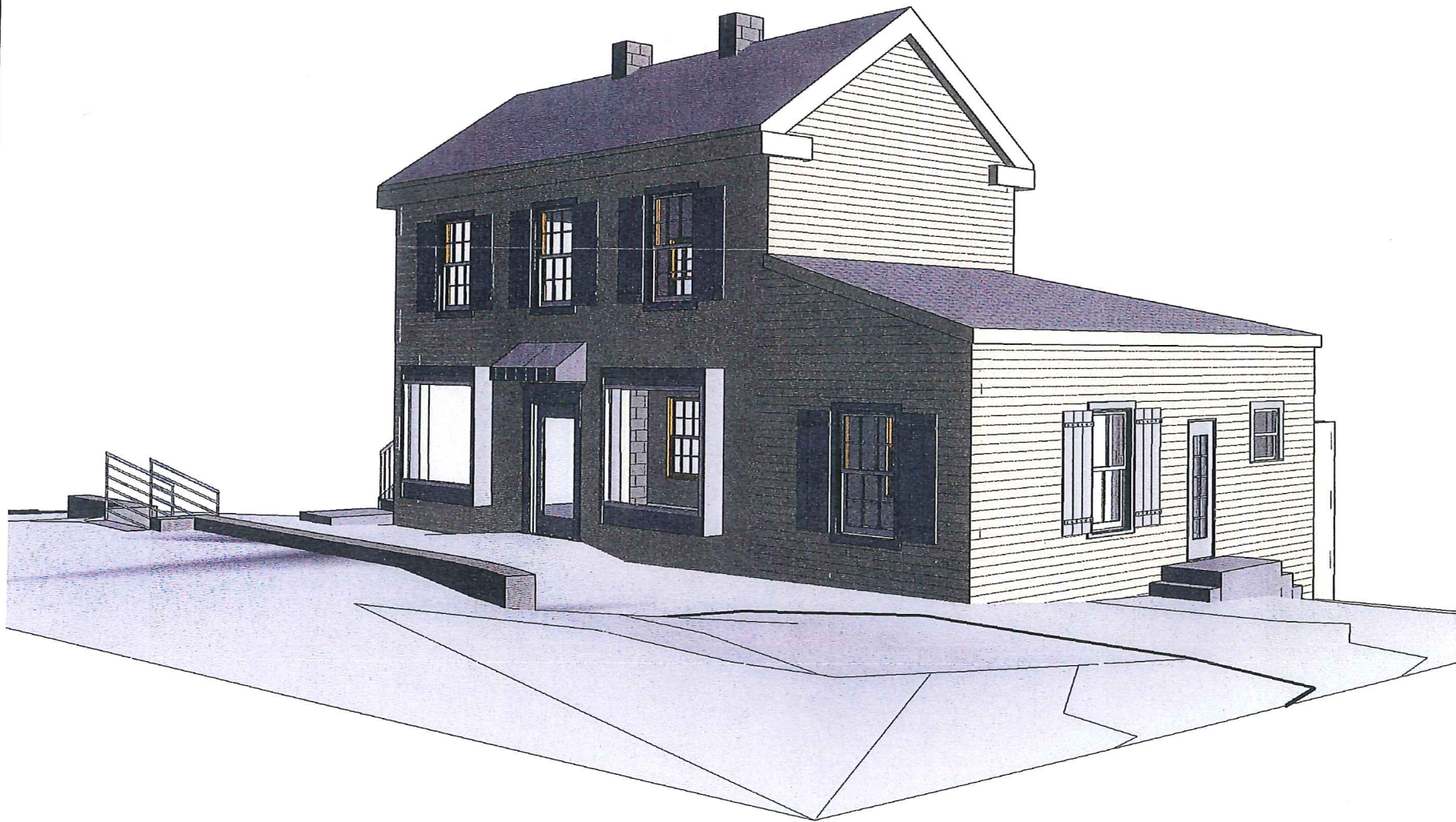


# COUNTRY CLUB PREP

## 17 Elliwood Avenue

### Contents

- 1 Contents & Project Description
- 2 Site & Vicinity Maps
- 3 Site & Adjacent Property Photos
- 4 Detailed Site Photos
- 5 Floor Plan - Proposed Work
- 6 Front Elevation - Existing
- 7 Front Elevation - Proposed
- 8 3D Isometric View
- 9 3D Perspective Views & Stair Images
  
- 10 Alternative Concept - Floor Plan
- 11 Alternative Concept - Front Elevation
- 12 Alternative Concept - 3D Isometric View

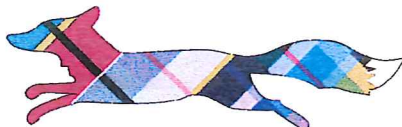


### Project Description

The original structure at 17 Elliwood Ave, built in 1910, included the 2-story portion with a gable roof, and a 1-story addition with a shed roof was added onto the building at a later date. The Structure stands on 0.072 acres and is zoned for mixed use in the Corner District. Its main level housed, until recently, Buttz BBQ restaurant. The current building owner wishes to lease the main level of the building to the retail client, Country Club Prep, for the purpose of opening a clothing store. The proposed changes to the building facade include the addition of contemporary display windows and a new single-pane glass front entry door. The current solid Dutch door on the front facade would be restored to the original double hung window. In addition to restoring the original window on the first floor shed addition, the original or matching shutters would be reinstalled on all the original windows on the front facade. Sitework would include installation of steps leading down from the sidewalk to the existing brick terrace, aligned with the main entry door.

Prepared by:  
Matthew McClellan, Architect NCARB, LEED AP BD+C  
M Design LLC, 1645 Keith Valley RD, Charlottesville, VA 22901

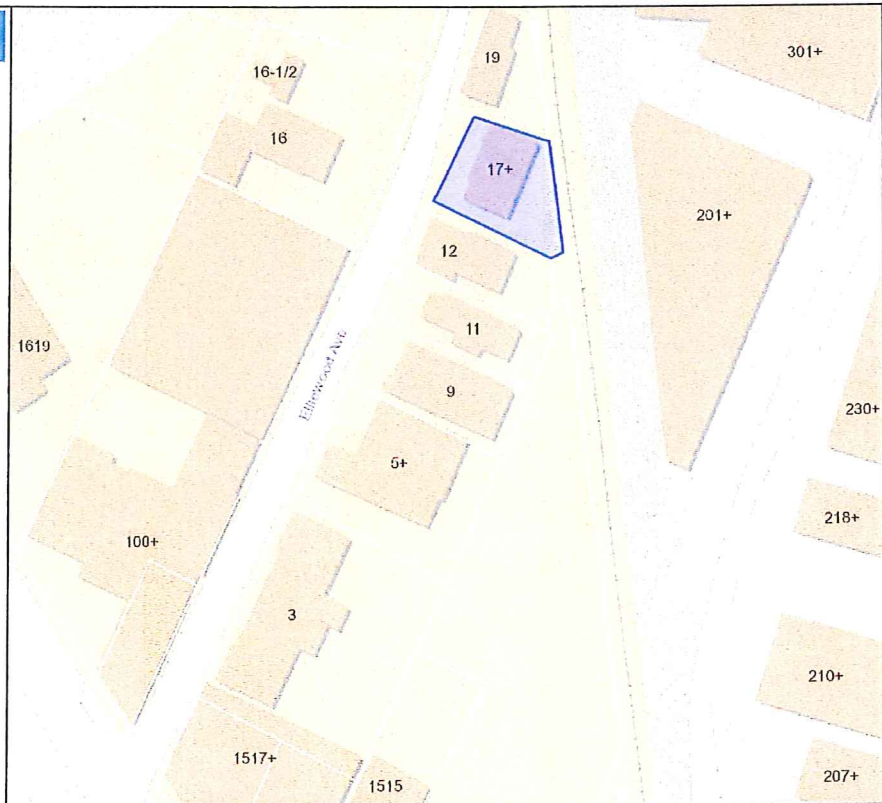
### Contents & Project Description





**Legend**

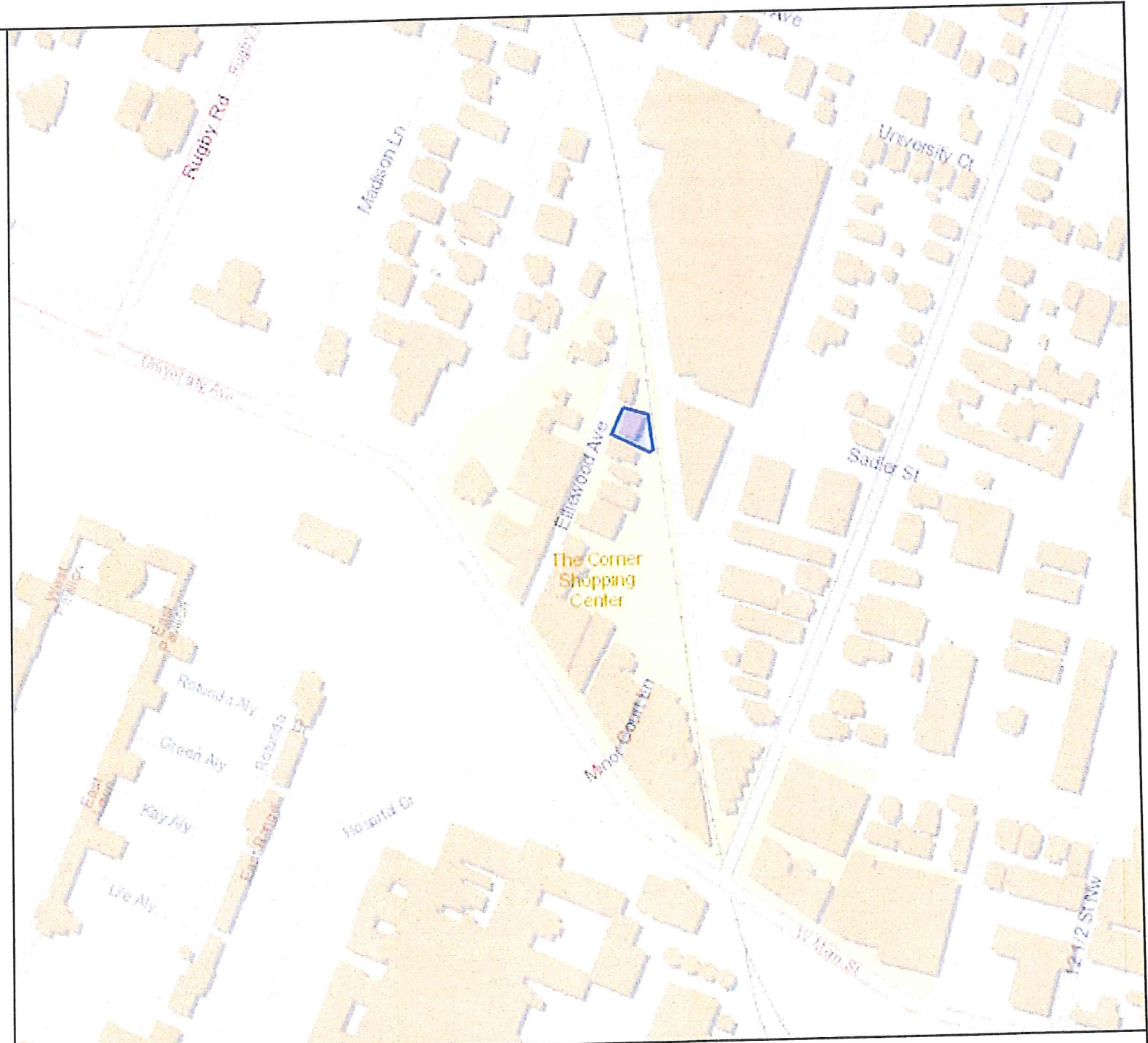
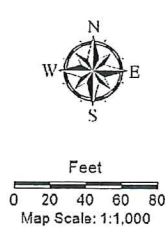
**Legend**  
Parcels  
Addresses



**Title: 17 elliwood 2**

Date: 1/22/2014

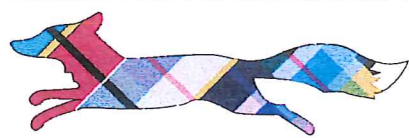
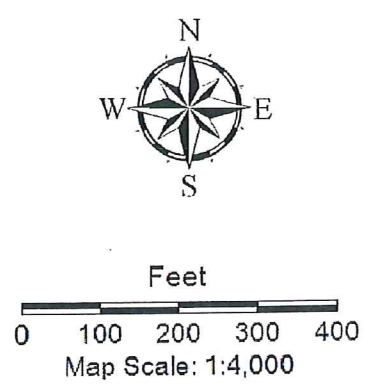
DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Charlottesville is not responsible for its accuracy or how current it may be.



**Title: 17 elliwood**

Date: 1/22/2014

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19 ELLIEWOOD AVE.



17 ELLIEWOOD AVE.



12 ELLIEWOOD AVE.



17 ELLIEWOOD AVE. ADDITIONAL VIEWS



EXAMPLES OF DISPLAY WINDOWS AND RETAIL ENTRIES - CORNER DISTRICT



**COUNTRY CLUB PREP**  
17 ELLIEWOOD AVE., CHARLOTTESVILLE VA

Site & Adjacent Property Photos





THE UPPER SASH OF THIS WINDOW IS NOT ORIGINAL TO THE BUILDING.



THE ENTRY DOOR AND SIDELITE ARE NOT ORIGINAL



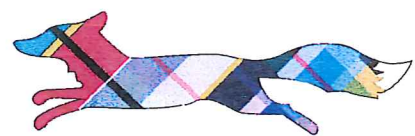
THE UPPER SASH OF THIS WINDOW IS NOT ORIGINAL TO THE BUILDING.



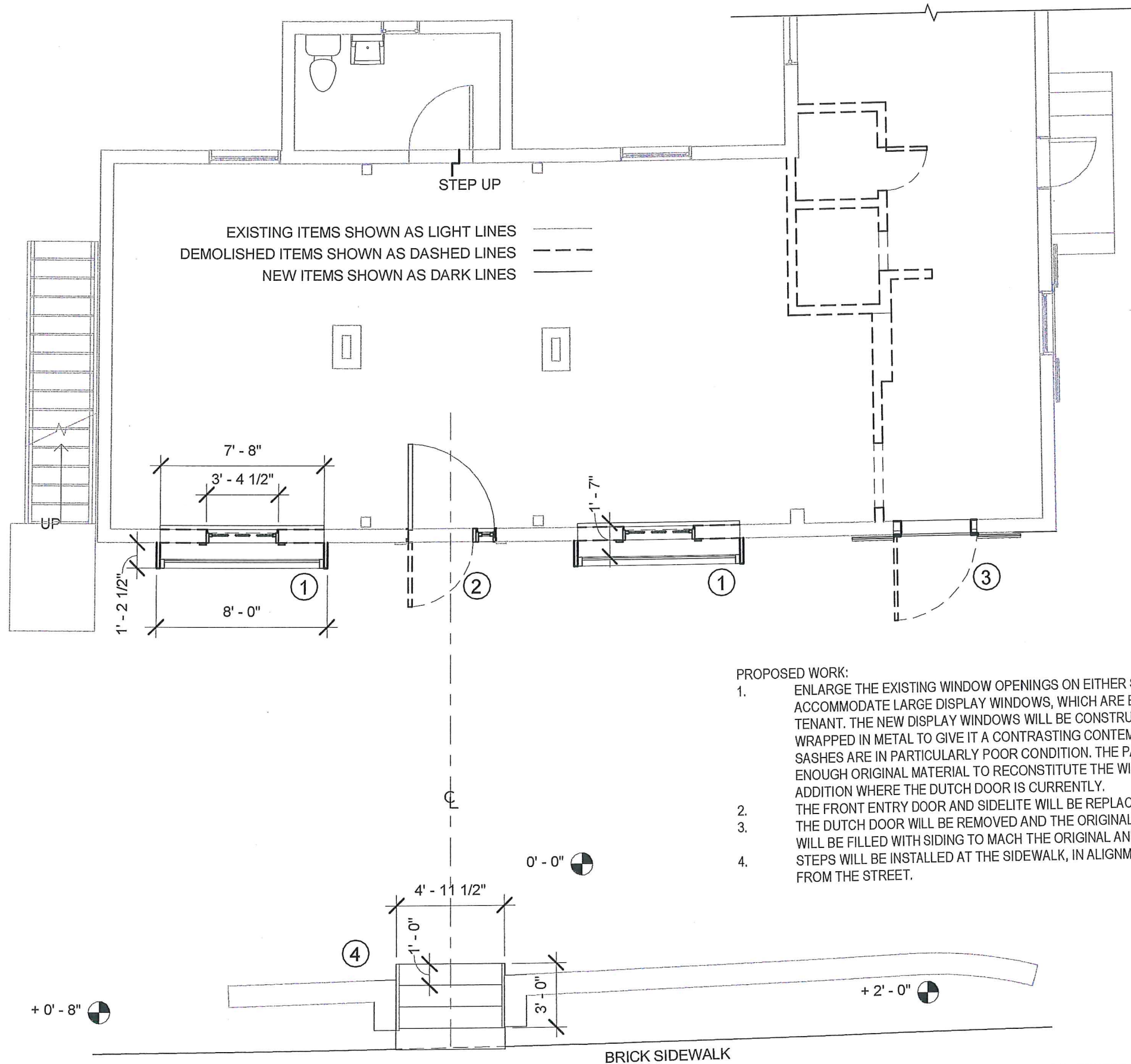
THIS DUTCH DOOR IS NOT ORIGINAL TO THE BUILDING



EXISTING PATIO - PROPOSING TO INSTALL STEPS AT RETAINING WALL IN LINE WITH MAIN ENTRY, USING PAVERS MATCHING THE RETAINING WALL MATERIAL. SEE IMAGES ON PAGE 9.



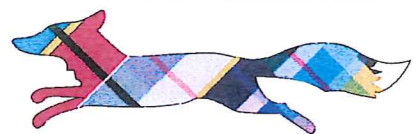




PROPOSED WORK:

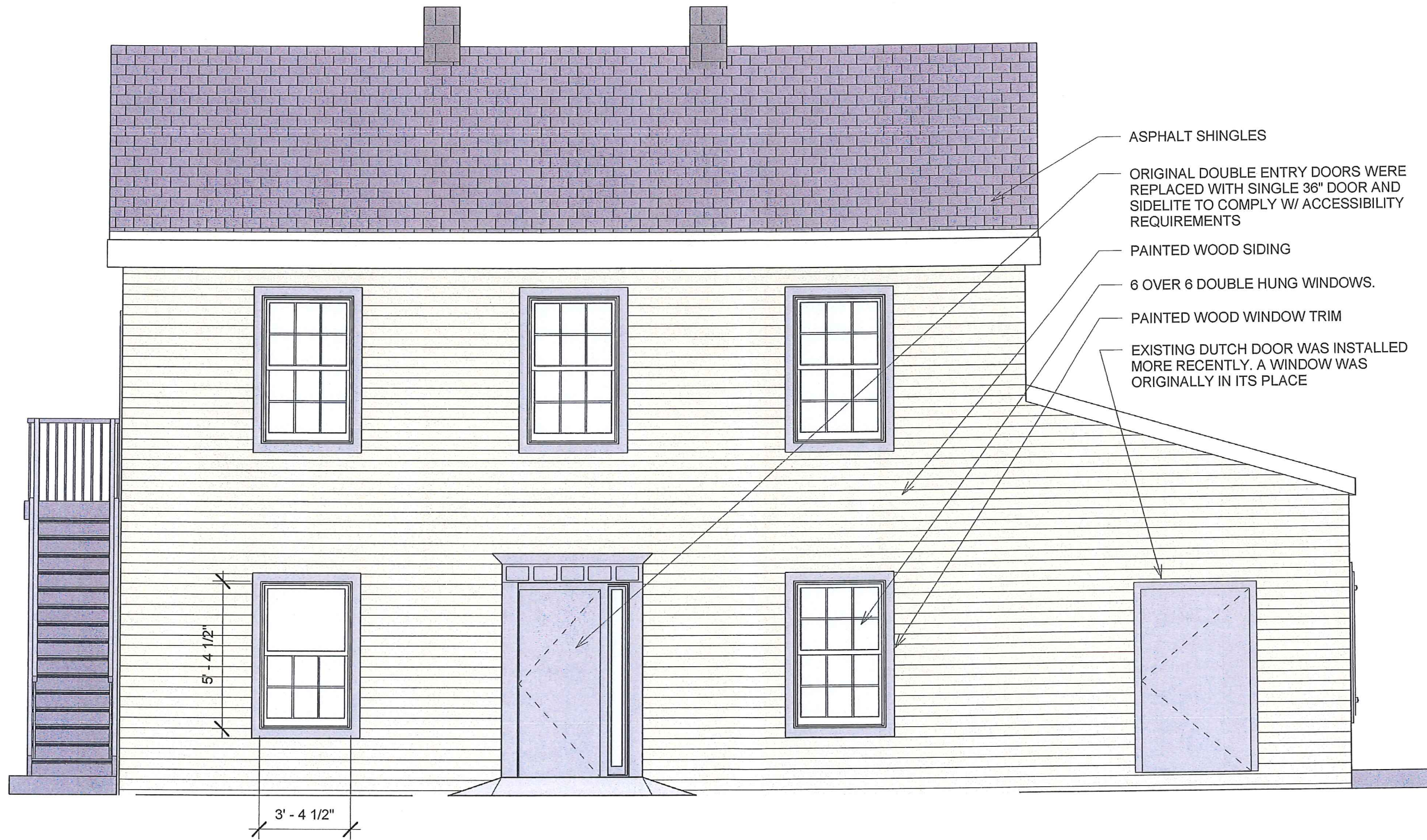
1. ENLARGE THE EXISTING WINDOW OPENINGS ON EITHER SIDE OF THE CENTRAL ENTRY DOOR IN ORDER TO ACCOMMODATE LARGE DISPLAY WINDOWS, WHICH ARE ESSENTIAL FOR THE FINANCIAL SUCCESS OF A NEW RETAIL TENANT. THE NEW DISPLAY WINDOWS WILL BE CONSTRUCTED OF WOOD FRAMING WITH STOREFRONT GLAZING AND WRAPPED IN METAL TO GIVE IT A CONTRASTING CONTEMPORARY APPEARANCE. THE EXISTING WINDOW FRAME AND SASHES ARE IN PARTICULARLY POOR CONDITION. THE PARTS FROM BOTH EXISTING WINDOWS SHOULD PROVIDE ENOUGH ORIGINAL MATERIAL TO RECONSTITUTE THE WINDOW THAT ORIGINALLY OCCUPIED THE SPACE IN THE SHED ADDITION WHERE THE DUTCH DOOR IS CURRENTLY.
2. THE FRONT ENTRY DOOR AND SIDELITE WILL BE REPLACED WITH A GLASS DOOR OF THE SAME SIZE AS THE OPENING.
3. THE DUTCH DOOR WILL BE REMOVED AND THE ORIGINAL WINDOW WILL BE RESTORED. THE VOID BELOW THE WINDOW WILL BE FILLED WITH SIDING TO MATCH THE ORIGINAL AND PAINTED TO MATCH.
4. STEPS WILL BE INSTALLED AT THE SIDEWALK, IN ALIGNMENT WITH THE ENTRY DOOR, TO ALLOW FOR BETTER ACCESS FROM THE STREET.

Floor Plan - Proposed Work



**COUNTRY CLUB PREP**  
17 ELLIEWOOD AVE., CHARLOTTESVILLE VA





ASPHALT SHINGLES

ORIGINAL DOUBLE ENTRY DOORS WERE REPLACED WITH SINGLE 36" DOOR AND SIDELITE TO COMPLY W/ ACCESSIBILITY REQUIREMENTS

PAINTED WOOD SIDING

6 OVER 6 DOUBLE HUNG WINDOWS.

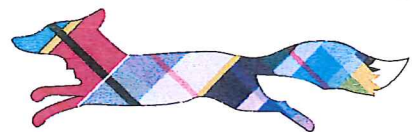
PAINTED WOOD WINDOW TRIM

EXISTING DUTCH DOOR WAS INSTALLED MORE RECENTLY. A WINDOW WAS ORIGINALLY IN ITS PLACE

5' - 4 1/2"

3' - 4 1/2"

1 Existing West Elevation  
1/4" = 1'-0"



**COUNTRY CLUB PREP**  
17 ELLIEWOOD AVE., CHARLOTTESVILLE VA

Front Elevation - Existing

6

4/1/2014 1:55:11 PM





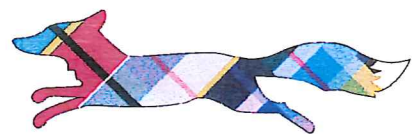
- RESTORE SHUTTERS TO ORIGINAL WINDOWS ON FRONT FACADE
- NEW CANVAS AWNING OVER DOOR
- NEW GLASS DOOR TO FIT EXIST OPENING
- METAL STOREFRONT ENCLOSURE
- NEW STOREFRONT DISPLAY WINDOW - EACH SIDE OF DOOR
- REUSE EXIST. WINDOW PARTS FROM EXIST. WINDOWS FLANKING ENTRY DOOR IN EXISTING DOOR OPENING - INFILL BELOW TO MATCH EXIST.

COUNTRY CLUB PREP

7'-9"

8'-0"

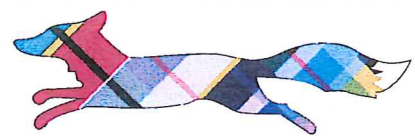
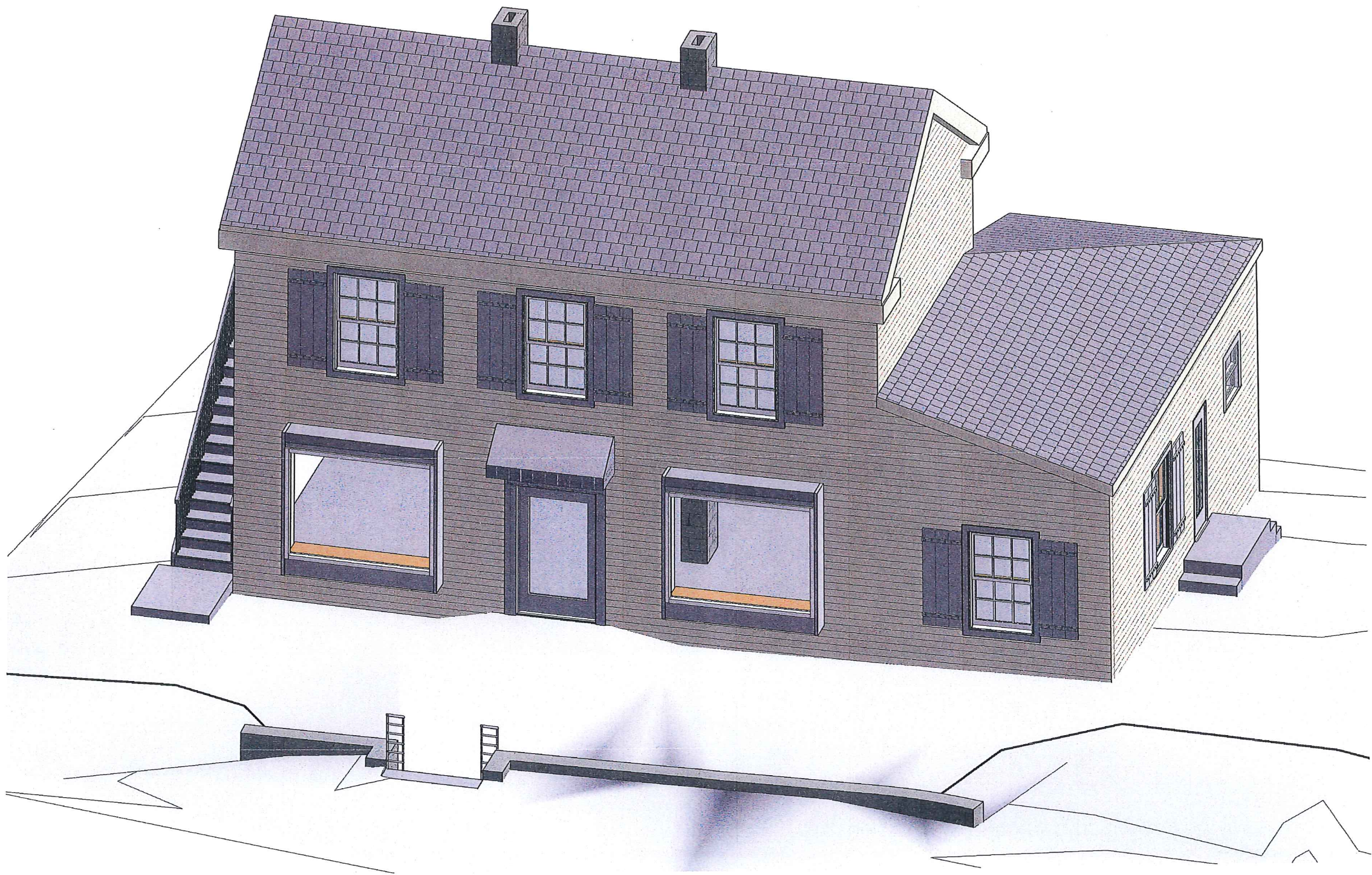
4  
S-1



**COUNTRY CLUB PREP**  
17 ELLIEWOOD AVE., CHARLOTTESVILLE VA

Front Elevation - Proposed

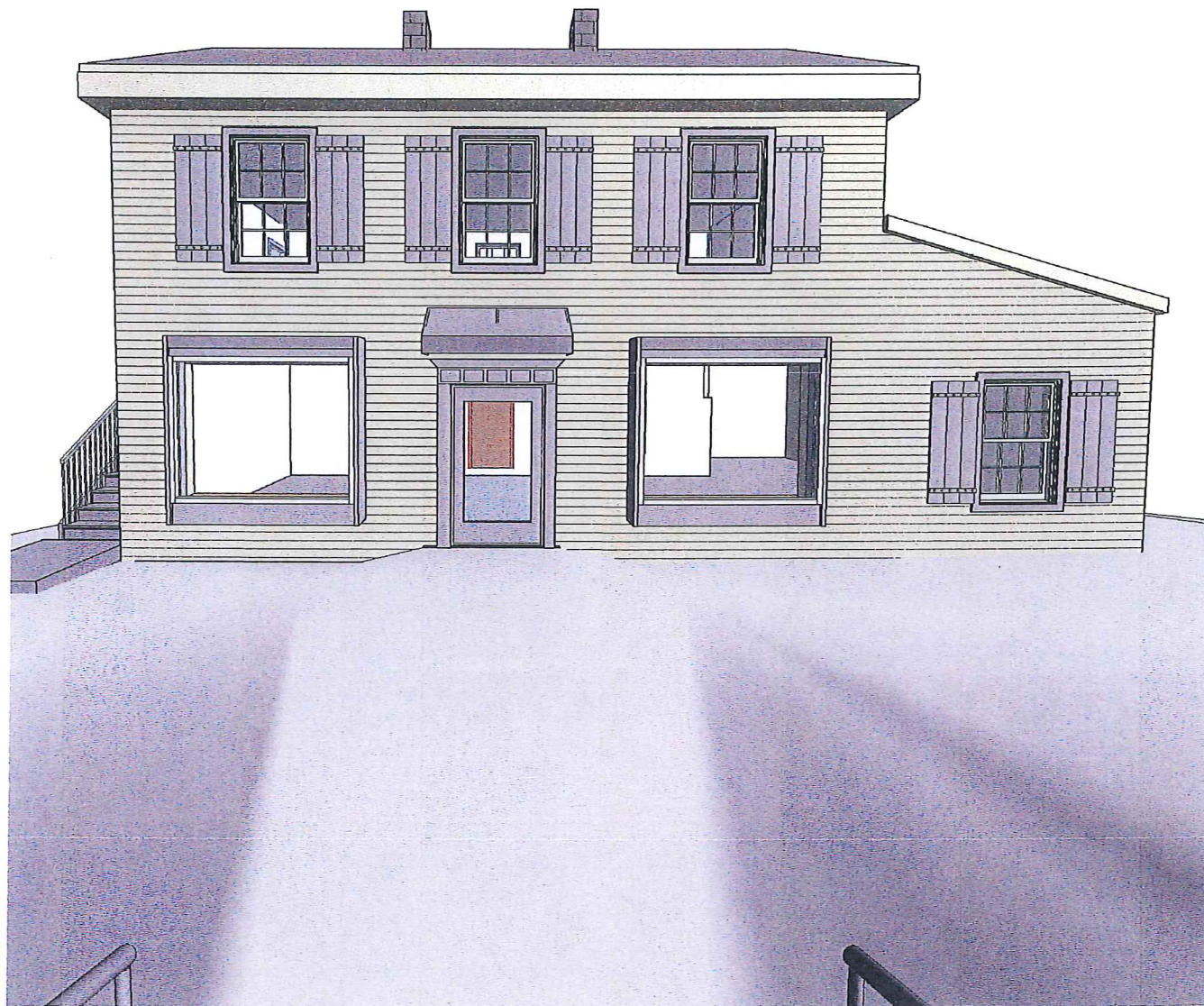




**COUNTRY CLUB PREP**  
17 ELLIEWOOD AVE., CHARLOTTESVILLE VA

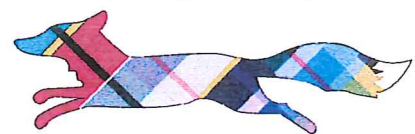
3D Isometric View





PRECEDENT IMAGES FOR STAIRS IN RETAINING WALL

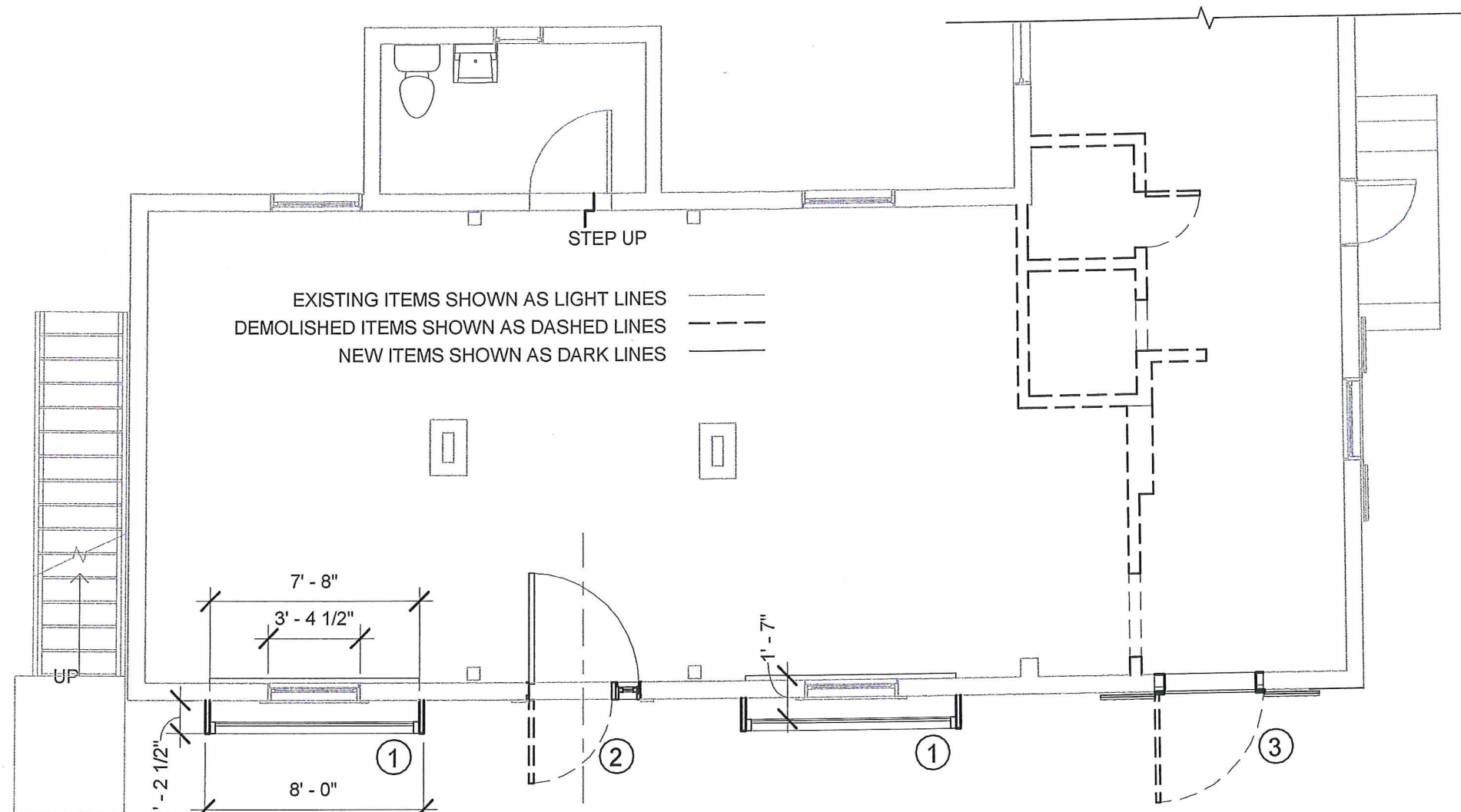
EXIST RETAINING WALL AT 17 ELLIEWOOD AVE



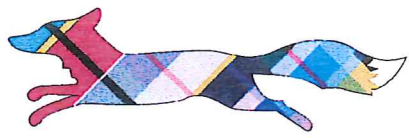
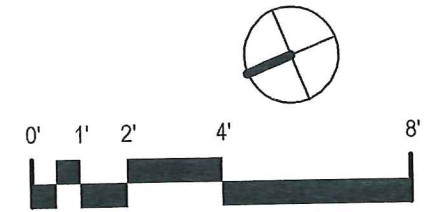
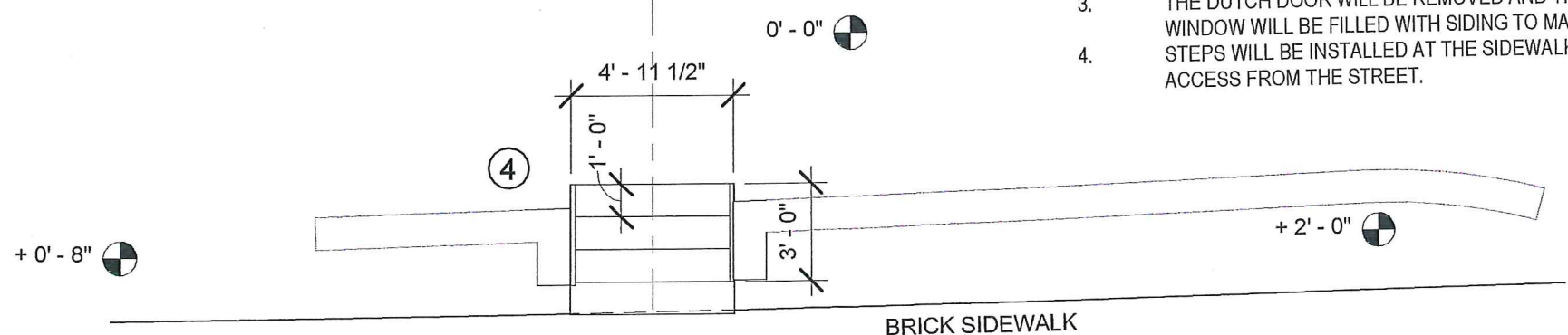
**COUNTRY CLUB PREP**  
17 ELLIEWOOD AVE., CHARLOTTESVILLE VA

3D Perspective Views & Stair Images





- PROPOSED WORK:
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**COUNTRY CLUB PREP**  
 17 ELLIEWOOD AVE., CHARLOTTESVILLE VA

Alt Concept - Floor Plan





- RESTORE SHUTTERS TO ORIGINAL WINDOWS ON FRONT FACADE
- NEW CANVAS AWNING OVER DOOR
- NEW GLASS DOOR TO FIT EXIST OPENING
- METAL STOREFRONT ENCLOSURE
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COUNTRY CLUB PREP

7'-9"

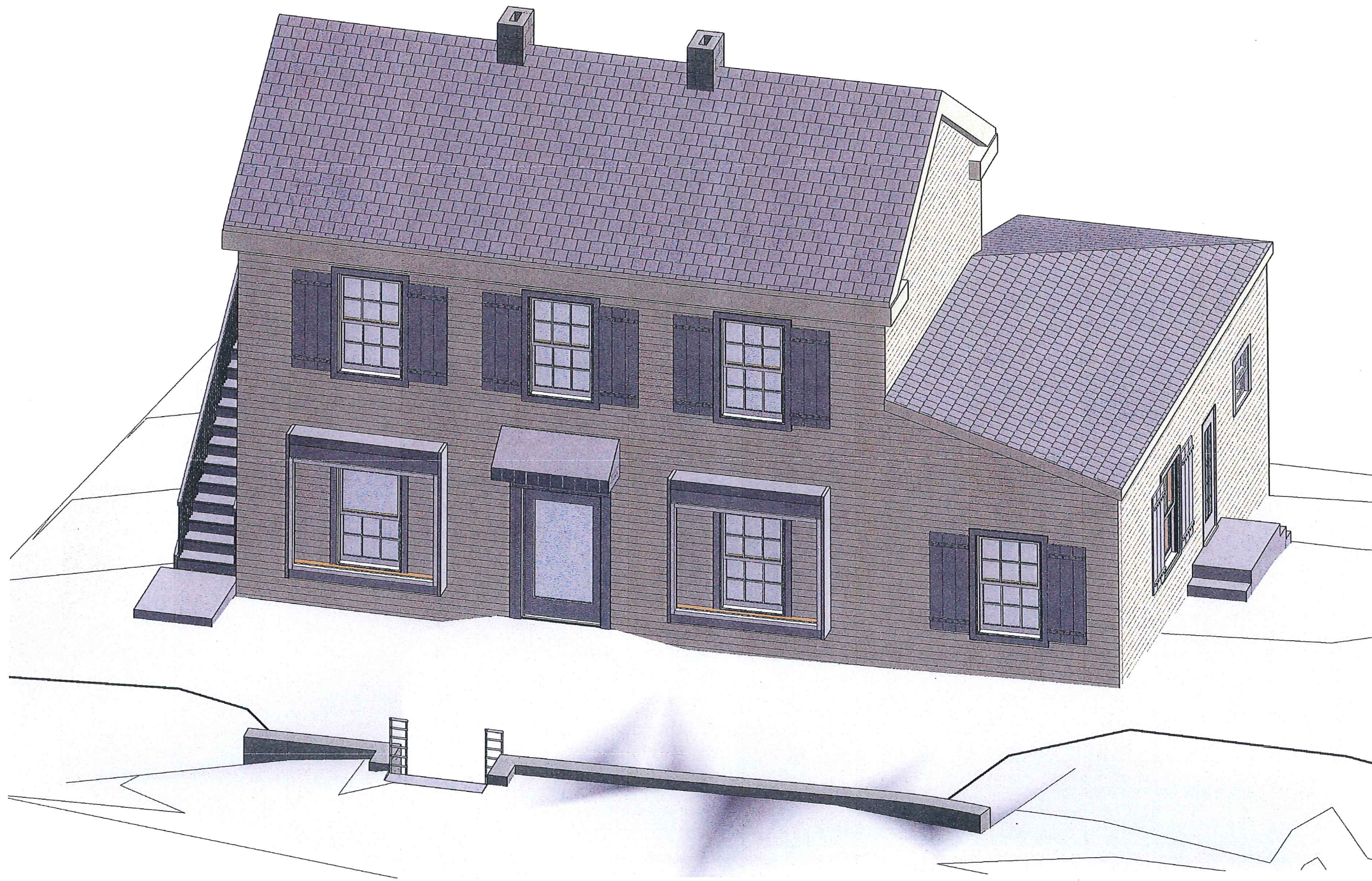
8'-0"

Alt Concept - Front Elevation



**COUNTRY CLUB PREP**  
17 ELLIEWOOD AVE., CHARLOTTESVILLE VA







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



Agenda Date:	May 19, 2014
Action Required:	Approval of Purchase
Presenter:	Maurice Jones, City Manager
Staff Contacts:	Maurice Jones, City Manager
<b>Title:</b>	<b>Hope Community Center Purchase of Property</b>

**Background**

Charlottesville City Schools (CCS) currently leases property at 715 Henry Avenue to house its alternative school. The Henry Avenue Learning Center serves students in grades 6 -12 who need intensive behavioral and academic interventions. Students participate in community service, online learning, CATEC classes, or other initiatives such as the Philosophers' Group with the Women's Center at UVA and Youth Challenged Advised and Positively Promoted (YCAPP).

The Alternative Program allows students to learn in a safe, calm environment and provides a structured learning environment with clearly defined limits. Our purpose is to provide a short term educational program for students who, because of their behavior and lack of success, need to be temporarily removed from their regular schools. When the student improves behavior and shows academic growth, he or she returns to the regular school environment.

The lease for the property is \$80,000 per year. CCS has been searching for a more permanent home for the Center for several years but could not find an affordable property that met its space needs, until now. The Hope Community Center is located at 341 11<sup>th</sup> Street, NW. The Center has served as not only a meeting place for the community for many years but also as an organization committed to community service. Several months ago the City approached the owners of the Center about a possible sale of the property.

**Discussion**

After several discussions, both sides agreed that a price for the property of \$595,000 would be taken to City Council for consideration. The school division is eager to see this sale occur because it will give them a permanent home that meets their needs and will, in the long term, save money because they will no longer have to make yearly lease payments of \$80,000. The property at 341 11<sup>th</sup> Street, NW offers enough square footage to house the property and provide recreational opportunities for its students, which it struggles to offer at its current site.

The school division has assured City staff and the community around the property that the buildings

could still be used in the evening for activities and as a meeting space.

### **Alignment with City Council's Vision and Priority Areas**

Approval of this agenda item aligns directly with Council's vision to be a **City of Lifelong Learning - In Charlottesville, the strength of our education is measured not by the achievements of our best students, but by the successes of all our students. Here, an affordable, quality education is cherished as a fundamental right, and the community, City schools, Piedmont Virginia Community College and the University of Virginia work together to create an environment in which all students and indeed all citizens have the opportunity to reach their full potential.**

### **Community Engagement**

Several representatives from the City and City schools met with the 10<sup>th</sup> and Page Street Neighborhood about the change in use of the Hope Community Center. The Neighborhood Association was comfortable with the purchase.

### **Budgetary Impact**

The purchase price of the property is \$595,000. There will be additional costs associated with the upfit of the property that will be considered on a future agenda.

### **Recommendation**

Staff recommends City Council authorize staff to sign a Sale/Purchase Contract with the Covenant Church of God to purchase the property at 341 11<sup>th</sup> Street, NW for the price of \$595,000.

### **Alternatives**

Council could choose not to authorize the purchase.

### **Attachments**

Authorizing Resolution  
Contract for Sale of Real Property

## **RESOLUTION**

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia, that the City Manager is hereby authorized to sign the following document, in form approved by the City Attorney or his designee.

Sale/Purchase Contract between **CITY OF CHARLOTTESVILLE** and **COVENANT CHURCH OF GOD OF ALBEMARLE COUNTY, VIRGINIA**, for the purchase of property at 341 11<sup>th</sup> Street, NW (City Tax Map 4-152) by the City.

## CONTRACT FOR THE SALE OF REAL PROPERTY

THIS CONTRACT FOR THE SALE OF REAL PROPERTY (hereinafter "Contract") is made and entered into as of \_\_\_\_\_, 2014 by and between Emanuel BROWN, Ernesto V. DEOMAMPO, and Andy R. CLARK, not personally but as Trustees of the **COVENANT CHURCH OF GOD OF ALBEMARLE COUNTY, VIRGINIA** (the "Seller"), owner of record of the Property sold herein, and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a Virginia municipal corporation (the "Purchaser"). The Commencement Date of this Contract shall be the last date upon which it has been executed by both Seller and Purchaser.

1. **Real Property:** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon and appurtenances thereto, more particularly described in the attached Exhibit A (the "Property"), located in the City of Charlottesville, Virginia, and being designated as Parcel 152 on the 2014 City Real Estate Tax Map 4, and currently addressed as 341 11<sup>th</sup> Street, N.W. in the City of Charlottesville.

2. **Purchase Price:** The purchase price for the Property is FIVE HUNDRED, NINETY-FIVE THOUSAND and 00/100 Dollars (**\$595,000.00**) (the "Purchase Price"), to be paid to the Seller at closing ("Closing") by certified or cashier's check, or wired funds, subject to the prorations or deductions, if any, described herein.

3. **Feasibility Study:** For a period of no more than thirty (30) days from the Commencement Date (the "Feasibility Period"), Purchaser shall have the right to enter onto the Property at reasonable times and conduct any and all feasibility studies, including, without limitation, environmental reports, including but not limited to Phase I and Phase II Environmental Site Assessments, zoning and land use studies, any other engineering or environmental studies, title searches, surveys and any and all other tests, studies or analysis (the "Studies"), which, Purchaser determines, in its sole discretion, are necessary in order to determine the feasibility of this transaction. If settlement of this transaction does not occur, Purchaser, at its own expense, shall promptly repair any damage to the Property caused by any of its Studies. At Seller's request or in the event settlement of this transaction does not occur, Purchaser shall promptly provide Seller, at no cost to Seller, with copies of the written results of the Studies. In the event that Purchaser determines, in its sole discretion, that the Property is not appropriate for development or use in accordance with its intentions or if Purchaser is unsatisfied for any reason with the results of any Studies, including any title examination, Purchaser may, upon written notice to the Seller within the Feasibility Period, (a) terminate this Agreement, in which event this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto, or (b) notify the Seller of any objectionable defects (the "Objections") and thereafter, the Seller shall have a period of ten (10) business days to notify the Purchaser in writing whether or not it elects to cure the Objections. If the Seller elects to cure the Objections, the Seller shall have a reasonable time to cure the Objections, but in no event later than the date of Closing or as may otherwise be agreed upon by the parties hereto. If the Seller elects not to cure the Objections or fails to notify Purchaser within the required ten (10) business day period of its option to cure, the Purchaser shall have the right to either (i) terminate this Agreement, in which event this Agreement shall then be deemed null and void, and none of the parties hereto shall then have any further obligation to any other

party hereto or to any third party, or (ii) waive the Objections and proceed to Closing as set forth in this Agreement. If Purchaser fails to give written notice of termination of the Agreement as provided herein or to give written notice to the Seller of the Objections, or upon the Purchaser waiving the Objections, the Purchaser shall be obligated to purchase the Property without objection and subject to any and all matters of record, matters of survey or condition of the Property.

4. **Closing:**

A. Closing shall take place at a date and place mutually agreeable to both parties, which date shall be no earlier than thirty (30) days after the end of the Feasibility Period and no later than forty-five (45) days after the end of the Feasibility Period, or such earlier date as requested by Purchaser upon ten (10) days prior written notice to Seller (the "Closing").

B. At the Closing, Seller shall convey to Purchaser, by General Warranty Deed in a form acceptable to Purchaser, marketable fee simple title to the Property free and clear of any and all liens, negative pledge agreements, and encumbrances, subject only to standard permitted exceptions and existing easements. Seller shall deliver possession of the Property to the Purchaser as of the date of Closing.

C. At the Closing, Seller shall also deliver to Purchaser all documents reasonably requested by Purchaser, including, without limitation, a 1099-S filing form, a FIRPTA, a Virginia Non-resident Reporting Form (R-5E) and an Owner's Affidavit as to Mechanic's Liens and Possession reasonably acceptable to Purchaser's title company.

D. At the Closing, the Purchase Price shall be paid by the Purchaser to the Seller in immediately available funds.

E. The parties shall pro-rate all utility expenses through the date of Closing and all other expenses traditionally pro-rated between buyers and sellers of real estate in Charlottesville, Virginia including, but are not limited to, the City's stormwater utility fee applicable to the Property.

F. The Seller will remove all of its tangible personal property from the Property prior to the Closing.

5. **Brokers.** Purchaser and Seller acknowledge that no real estate agent was involved in this sale, and that there is no sales commission due to any real estate agent, agency or brokerage pursuant to this agreement.

6. **Council Approval.** This Contract for the Sale of Real Property shall be submitted to the Charlottesville City Council for approval by resolution. If City Council rejects the terms of the sale/purchase of this Property, for whatever reason, this Agreement shall be null and void and each party shall be relieved of any and all obligations under this Agreement.

7. **Disclaimer of Representations:** Purchaser acknowledges that Purchaser will have the opportunity to independently and personally inspect the Property and that Purchaser has entered into this Agreement based upon its ability to make such examination and inspection. Purchaser acknowledges and agrees that Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, as to, concerning or with respect to the construction and/or condition of the Property.

8. **Assignment:** This Agreement, or any part thereof, may be assigned to any third party by the Purchaser at its own discretion without the prior consent of the Seller, including, without limitation, an assignment of the right to purchase the Property, and the assignment of the payment terms therefore; provided; however, such assignment shall not release the Purchaser from its obligations under this Agreement.

9. **Default.** In the event that Seller shall breach any term of this Agreement, or shall be in default of any of its obligations under this Agreement, Purchaser shall first give Seller written notice of any alleged breach or default under this Agreement, and upon receipt of such notice, Seller shall have ten (10) business days to cure any alleged breach or default. In the event that Seller fails to cure any alleged breach or default within the said 10-day period, Purchaser shall have the right, by written notice to Seller, to terminate this Agreement.

10. **Expenses:** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099 and/or W-9 form, the recordation tax applicable to grantors, and the Seller's attorney fee or Settlement Agent's fee. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, and fees of Purchaser's attorney, shall be borne by Purchaser.

11. **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

12. **Conditions:**

A. The obligations of Purchaser under this Agreement are subject to the satisfaction on or before the Closing of all conditions contained in this Agreement, including, without limitation, each of the following:



(1) Seller shall have performed all of its covenants contained in this Agreement, and all of Seller's representations and warranties contained in this Agreement shall be true and accurate in all respects as of the date of Closing;

(2) Seller shall not enter into any agreements, leases, or other undertakings with respect to the Property, or any part thereof;

(3) Seller shall not submit or file any applications in any way related to the zoning or annexation of the Property or any applicable master plan or comprehensive plan other than those prepared or approved by Purchaser in writing;

(4) From the date hereof until Closing, there shall not have occurred any material change to or deterioration of the title to or the physical condition of the Property, or any part thereof;

(5) There shall not be in effect or threatened any legal impediment whatsoever, including any governmentally imposed moratorium, law, regulation, ordinance, ruling, rule, or order, that could restrict, impede, or substantially delay Purchaser in the development or use of the Property;

(6) Except as disclosed in the reports produced during the Feasibility Period, the Property shall be free from hazardous waste and any hazardous substances, including, without limitation, friable asbestos in any improvement; and

(7) Prior to the expiration of the Feasibility Period, formal public approval by the Charlottesville City Council of the purchase of the Property pursuant to the terms and conditions of this Purchase Agreement.

B. In the event any of the foregoing conditions are not met as of the date of Closing or such earlier date as may be set forth herein, unless waived in writing by Purchaser, Purchaser, at its option, shall have the right to: (a) terminate this Agreement, in which event this Agreement shall then be deemed null and void, none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) proceed with this Agreement and purchase the Property, subject to a reasonable abatement in the Purchase Price.

13. **Representations and Warranties:** In order to induce Purchaser to enter into this Agreement, Seller, knowing that Purchaser is relying hereon, covenants, represents and warrants as follows:

A. that Seller is and at Closing will be the owner of the Property and will have the fee simple record and marketable title to the Property, free and clear of all liens and encumbrances, except as stated herein.

B. that Seller has no knowledge that any condemnation of the Property or a portion thereof is either pending or contemplated.

C. that the execution, delivery and performance of this Agreement and the Closing hereunder will not conflict with any provision of law applicable to Seller nor result in the breach of any provision of or constitute a default under any agreement or instrument to which the Seller is a party or by which the Seller or the Property is bound.

D. that the Seller has no knowledge of, nor has it received any notice of, any special taxes or assessments relating to the Property, excluding any charge related to the City's stormwater utility fee, or of any existing or threatened material violation of any provision of any applicable building, zoning, subdivision or other governmental ordinance, law, resolution, statute, rule, order or regulation, with respect to the ownership, operation, use, maintenance or condition of the Property or any part thereof, or requiring any repairs or alterations other than those that have been made.

E. that, except as disclosed to Purchaser in writing, there is no pending or, to the Seller's knowledge, overtly threatened litigation, arbitration or governmental proceeding or investigation (whether or not purportedly on behalf of the Seller) against the Seller or affecting the Property or any part thereof, which is, or, if adversely resolved, would or might (i) adversely affect the ability of the Seller to perform its obligations hereunder, or under any document delivered pursuant hereto, (ii) create a lien on the Property or any part thereof, or (iii) otherwise materially or adversely affect the Property or the use, operation, condition or occupancy thereof.

F. that the Seller is not a party to and is not bound by any sales agreement, option agreement, right of first refusal agreement or other contract or agreement providing for the sale or other conveyance of the Property or any portion thereof.

G. that Seller has not knowingly caused or permitted any hazardous substances or materials to be located in, on or about the Property, and, to the best of Seller's knowledge, there are no hazardous substances or materials located in, on or about the Property.

H. that the Seller has full power and authority to execute and deliver the deed to the Property and this Agreement.

I. that there is adequate access to and from the Property by virtue of the fact that the Property is completely adjacent to a public road.

14. **Affidavits and Certificates:** Prior to Settlement, Seller shall deliver to Purchaser an affidavit on a form acceptable to Purchaser, signed by Seller, that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property, or, if labor or materials have been furnished during the statutory period, that the costs thereof have been paid.

15. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective parties hereto as follows:

Purchaser: City of Charlottesville  
c/o Mr. Maurice Jones  
City Manager  
City of Charlottesville  
605 East Main Street  
Charlottesville, VA 22902

Seller: Covenant Church of God of Albemarle County, Virginia  
c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Charlottesville, VA 22903

Notices shall be deemed to have been given when (a) delivered in person, upon receipt thereof by the person to whom notice is given, (b) if sent by Federal Express or other comparable overnight courier, two (2) days after deposit with such courier, courier fee prepaid, with receipt showing the correct name and address of the person to whom notice is to be given, and (c) if by certified mail, upon receipt if delivery is accepted, or if delivery is rejected, within three (3) days after so depositing such notice in a United States Post Office or branch thereof.

16. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement.

17. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

18. **Successors:** This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

19. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

20. **Survival:** All of the representations, warranties, covenants and agreements made in, or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

21. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

22. **Prevailing Party:** If either party commences an action against the other party whether at law or in equity arising out of or in connection with this Agreement, the prevailing

party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of the suit.

23. **Acceptance:** This Agreement when executed on behalf of Purchaser shall be deemed an offer and shall remain in effect, unless withdrawn, until ten (10) days following the date of offer shown below its signature or if none, the date Seller receives an executed copy of this Agreement. If not accepted by Seller within that time by Seller by delivery of a signed copy of this Agreement to the Purchaser, this Agreement and the Purchaser's offer shall become null and void.

24. **Governing Law:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia.

25. **Appropriation of Funds:** The payment and performance obligations of the Purchaser are expressly conditioned upon the availability of and appropriation by the Charlottesville City Council of public funds therefore. When public funds are not appropriated or are otherwise unavailable to support payment or the performance of the Purchaser's obligations hereunder, this Agreement and the Purchaser's obligations shall automatically expire and become null and void without liability or penalty to the City. Purchaser shall give prompt written notice to Seller of any non-appropriation or unavailability of funds affecting this Agreement.

WITNESS the following signatures.

**CITY OF CHARLOTTESVILLE, VIRGINIA**

By: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2014

Funds are available:

Approved as to form:

\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
City Attorney

**COVENANT CHURCH OF GOD OF ALBEMARLE COUNTY, VIRGINIA**

By: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: Trustee

Date: \_\_\_\_\_, 2014

By: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: Trustee

Date: \_\_\_\_\_, 2014

By: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: Trustee

Date: \_\_\_\_\_, 2014

**EXHIBIT A**

Legal Description of Real Estate commonly known as 345 11<sup>Th</sup> Street, N.W., which is the subject of a Contract for the Sale of Real Property between the **TRUSTEES OF COVENANT CHURCH OF GOD OF ALBEMARLE COUNTY, VIRGINIA**, Seller, and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, Purchaser.

[Insert Legal Description]

CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	May 19, 2014
Action Required:	Approval of recommendations Allocation of reserved funds
Presenter:	Gretchen Ellis and the Peer Network Task Force
Staff Contacts:	Gretchen Ellis, Human Service Planner Mike Murphy, Director Human Services
Title:	<i>PEER SOCIAL NETWORKS as a tool for self-sufficiency</i> - Recommendations and Allocation of \$35,000 Appropriated for this Purpose.

**Background:**

In August 2013, Charlottesville City Council endorsed a Human Services Needs Assessment recommendation to create a comprehensive pathway to self-sufficiency. The report indicated a need for a comprehensive, integrated network of services and navigation, including peer-to-peer. As a result, City Council charged a Task Force to study the efficacy of peer networks, identify best practices, map the existing network(s), determine barriers and needs, and make recommendations for expanding and coordinating peer networks.

**Discussion:**

A Task Force was convened in September 2013 and concluded its work in March 2014. There were three committees that completed **research** on efficacy and best practices, conducted **outreach** to those in the field, and **analyzed** findings to make recommendations.

The Task Force identified two types of peer networks. Program peer networks employ members of an organization's constituency to reach out to, support, educate, and assist others in the community. Generally, these networks are issue-focused. The Task Force was also able to identify a number of informal peer networks. Some of these networks consist of individuals who are viewed by others in their communities as knowledgeable, helpful, and supportive. There are also a number of faith-based programs that provide peer-to-peer network support.

The research conducted indicated that peer networks are an effective means of helping individuals meet a variety of needs. Models were identified in the areas of workplace readiness, mental health, physical health, prisoner reentry, and veterans' support. Research also identified key elements of an effective peer network program. These include: adequate planning and preparation, clearly articulated policies to avoid confusion, systematic screening with defined selection criteria, benefits from "peer" status, and continued learning through structured training.

The Task Force also conducted outreach and information collection from existing program and personal peer network members, including organizations such as On Our Own, the Health Department's Community Health Workers, City of Promise, **Believers and Achievers**, and **PHAR**. Information was gathered through interviews, which asked about peer-to-peer networks, training needs, sources of information about resources, and barriers to accessing services. Based on these interviews, it was determined that there are a number of formal and informal peer networks in Charlottesville.

Peer networks identified three specific barriers to effective peer networks: lack of timely and accurate information about community resources, resident lack of trust, and lack of access to, or knowledge of, technology. Resources needed were closely related: training, access to timely and accurate information, material supports, and opportunities to enhance trust among residents.

### **Community Engagement:**

Community engagement occurred in several ways. The Task Force was comprised of twenty-one individuals representing a variety of constituencies, including peer network programs. Structured interviews with stakeholders were conducted. The Task Force also hosted a planning meeting with grass roots peer supporters and connectors.

### **Alignment with City Council's Vision and Priority Areas:**

This report and the recommendations directly address the following City Council priority area:

- Reduce poverty by increasing sustainable employment among less skilled and educated residents

### **Budgetary Impact:**

City Council has allocated \$50,000 as part of the FY 2014 Council Adopted Budget to implement strategies identified in the 2013 Needs Assessment. Of this, \$35,000 was placed in reserve to address the recommendations of the peer network report.

### **Recommendations:**

#### **Recommendations for use of funds currently earmarked for priorities identified in this report.**

**1. Create a Partnership of Peer Networks.** The Network would start as a partnership among program and personal peer connectors and supporters that would be focused on the pathway to self-sufficiency. The supporters and connectors would help those on the pathway to access the resources, such as training, transportation, mental or physical health services, or child care that they will need to obtain and maintain employment. In the short term, the Community Network would be housed in one of the partner organizations. The purpose of the network will be to:

- a. Serve as a "hub" for information about resources and information for peer connectors to help residents travel the pathway to income self-sufficiency. ***We recommend that City Council allocate \$5,000 to support the host organization for the Community of Peer Networks (i.e., phone line, materials, transportation).***
- b. Provide staff support to facilitate the Community of Networks. We are considering an AmeriCorps State volunteer and/or an intern who would receive a living allowance. This individual would identify and reach out to peer connectors and supporters. S/he would maintain an inventory of resources and eligibility criteria for community services to shares with peers. S/he would also identify training and facilitate logistics. ***We recommend that City Council allocate a total of \$17,000 to support this position.***



- c. Offer networking opportunities that are convenient and accessible for peer supporters and connectors. *We recommend that City Council allocate \$2,000 to support these opportunities.*

**2. Provide resources for existing peer network programs.** As noted in the findings, there are many existing programs that have direct contact with residents. A coordinated system of these peer networks will assure that residents on the pathway to self-sufficiency are able to enter the pathway through a door that is accessible and comfortable for them. For many people, that door is a trusted program peer. In order to ensure that program peers can offer the best guidance and support, they should be provided with accurate information and reliable tools. This can be done by:

- a. Creating an easy-to-use, strengths-based assessment protocol that helps the resident and program peers to determine which services and resources are needed along the pathway to self-sufficiency. The tool would be created or adapted by the Community of Peer Networks. *The Task Force recommends that City Council allocate \$4,000 for consultation and/or purchase of a proprietary tool, if necessary.*
- b. Providing access to free or affordable training, including but not limited to, Motivational Interviewing, First Aid/CPR, and strengths-based assessment protocol. *The Task Force recommends that City Council allocate \$5,000 to support training.*
- c. Enhancing the peer network's ability to provide material support to residents, such as bus passes or small gift cards that will support them in their efforts to travel the pathway to self-sufficiency. *We recommend that City Council allocate \$2,000 for this purpose.* The network would develop criteria and policies for eligibility and distribution.

**Alternatives:**

If City Council does not accept these recommendations, they will need to identify other uses for the funds allocated to the Needs Assessment process.

**Attachments:** *PEER SOCIAL NETWORKS as a tool for self-sufficiency report.*

## RESOLUTION

### **Allocation of Remaining Funds Appropriated in the FY 2014 Council Approved Budget for the Human Services Needs Assessment Implementation \$35,000**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Charlottesville, Virginia that the sum of up to \$35,000 is hereby paid from currently appropriated funds in the FY 2014 Council Adopted Budget set aside for the peer network implementation:

\$5,000 to support the host organization for the Partnership of Peer Networks (i.e., phone line, materials, transportation)

Fund: 105

Cost Center: 10110010000

\$17,000 to support a part-time AmeriCorps State volunteer and/or an intern to provide staff support to facilitate the Partnership of Peer Networks

Fund: 105

Cost Center: 10110010000

\$2,000 to support networking opportunities that are convenient and accessible for peer supporters and connectors.

Fund: 105

Cost Center: 10110010000

\$5,000 to support training for those in the Community of Peer Networks.

Fund: 105

Cost Center: 10110010000

\$4,000 for consultation to develop an easy-to-use, strengths-based assessment protocol and/or purchase of a proprietary tool, if necessary.

Fund: 105

Cost Center: 10110010000

\$2,000 to establish a fund to allow peer connectors and supporters to provide modest material support to residents on the pathway to self-sufficiency.



# PEER SOCIAL NETWORKS

*as a tool for self-sufficiency*

May 19, 2014

Presented by the Peer Network Task Force  
City of Charlottesville



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Gretchen Ellis, Human Services Planner, Staff

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Ross Carew  
Sarad Davenport  
Gretchen Ellis  
Brennan Gould  
Mike Murphy  
Ridge Schuyler  
Erin Tucker

## ANALYSIS COMMITTEE:

Gretchen Ellis  
Barbara Miller  
Cristine Nardi  
Rydell Payne  
Ridge Schuyler  
Karen Shepard  
Erin Tucker

# EXECUTIVE SUMMARY

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In August 2013, Charlottesville City Council endorsed a Human Services Needs Assessment recommendation to create a comprehensive pathway to self-sufficiency. The report indicated a need for a comprehensive, integrated network of services and navigation, including peer-to-peer. As a result, City Council charged a Task Force to study the efficacy of peer networks, identify best practices, map the existing network(s), determine barriers and needs, and make recommendations for expanding and coordinating peer networks.

A Task Force was convened in September 2013 and concluded its work in March 2014. There were three committees that completed **research** on efficacy and best practices, conducted **outreach** to those in the field, and **analyzed** findings to make recommendations.

The research conducted indicated that peer networks are an effective means of helping individuals meet a variety of needs. Models were identified in the areas of workplace readiness, mental health, physical health, prisoner reentry, and veterans' support. Research also identified key elements of an effective peer network program. These include: adequate planning and preparation, clearly articulated policies to avoid confusion, systematic screening with defined selection criteria, benefits from "peer" status, and continued learning through structured training.

Through its research, the Task Force also identified two types of peer network members: peer connectors and peer supporters. Peer connectors are "key hubs," meaning "those in the networks who are highly connected and who act as bridges between different parts of the network." Their primary role is to *facilitate access to resources*. Peer supporters are those who nurture the people in their network. Their primary role is to participate in the *delivery of services and support*. Individuals can be in these roles as a result of being involved in a program, because of personal characteristics, or as a combination of both. The research identified four characteristics of both effective peer supporters and peer connectors: social support, experiential knowledge, trust, and ease of access.

The Task Force also conducted outreach and information collection from existing program and personal peer network members. Information was gathered through interviews, which asked about peer-to-peer networks, training needs, sources of information about resources, and barriers to accessing services. Based on these interviews, it was determined that there are a number of formal and informal peer networks in Charlottesville. Program peer networks employ members of an organization's constituency to reach out to, support, educate, and assist others in the community. Generally, these networks are issue-focused. The Task Force was also able to identify a number of informal peer networks. Some of these networks consist of individuals who are viewed by others in their communities as knowledgeable, helpful,

and supportive. There are also a number of faith-based programs that provide peer-to-peer network support.

Peer networks identified three specific barriers to effective peer networks: lack of timely and accurate information about community resources, resident lack of trust, and lack of access to, or knowledge of, technology. Resources needed were closely related: training, access to timely and accurate information, material supports, and opportunities to enhance trust among residents.

**Based on these findings, further described in the following report, the Task Force makes the following recommendations:**

1. **Create a Partnership of Peer Networks.** The Partnership would start as a partnership among program and personal peer connectors and supporters that would be focused on the pathway to self-sufficiency. The Network would:
  - a. Serve as a “hub” for information about resources for peer connectors to help residents travel the pathway to income self-sufficiency.
  - b. Provide staff support to facilitate the Network.
  - c. Integrate the Network into the local service delivery system by creating formal and informal relationships between and among the City, the peer network, and local service providers. Partners would
    - Determine how to measure the desired outcomes of improved individual income and financial stability.
    - Consider preferential access to services for residents on the pathway to self-sufficiency.
    - Consider tying City funding to program participation in supporting the pathway to self-sufficiency.
    - Develop a Memorandum of Agreement.
  - d. Develop and maintain an inventory of pathway resources and comprehensive listing of program peer supporters and connectors.
  - e. Utilize a strengths-based assessment protocol to help residents chart and maintain progress on the pathway to income self-sufficiency.
  - f. Provide a mechanism for peer *supporter* networks to access peer *connector* network that will help residents travel the pathway to self-sufficiency based on an individual's needs.
  - g. Coordinate training.
  - h. Develop and implement methods to collect and analyze data to assess the impact of the project.
  - i. Offer networking opportunities that are convenient and accessible for peer supporters and connectors.

2. **Provide resources for existing peer network programs.** This can be done by:
  - a. Creating an easy-to-use, strengths-based assessment protocol that helps the resident and program peers to determine which services and resources are needed along the pathway to self-sufficiency.
  - b. Providing access to free or affordable training.
  - c. Enhancing the peer network's ability to provide material support to residents, such as bus passes or small gift cards that will support them in their efforts to travel the pathway to self-sufficiency.
  
3. **Assure that peer supporters and peer connectors have safe and effective method of giving feedback to service provider organizations.**
  - a. Peer supporters and connectors will follow up with residents on any referrals or recommendations made at least monthly.
  - b. Peer supporters and peer connectors will note any challenges, barriers, or successes to resident access of services. These will be reported to the Peer Network.
  - c. A representative of the Network will convey any concerns or accolades to service organization.



# INTRODUCTION

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In August 2013, Charlottesville City Council approved a Human Services Needs Assessment recommendation to create a comprehensive pathway to self-sufficiency. To move along this pathway, people need a variety of supports to help them gain the skills and resources required to achieve employment and financial stability. There is a wide array of services available locally, but many in need do not use them, for a variety of reasons, including: lack of trust, the complexity of the service system, and real and perceived barriers. Based on local and national research and conversations with residents and service providers, the Human Services Needs Assessment Committee determined people in need are more likely to be successful in achieving self-sufficiency if they have a peer network.

All of us, in our day-to-day lives, encounter peer support networks. We seek information, guidance, and support from our peers about issues ranging from finding an auto mechanic, to selecting a dentist, to seeking employment. Individuals on the pathway to self-sufficiency need the same kinds of peer support. The following report provides information about local peer networks, best practices, and local needs and gaps. It makes recommendations about how the City of Charlottesville can support and enhance peer network support for those on the pathway to self-sufficiency.

## BACKGROUND

On August 19, 2013, Charlottesville City Council received the Human Services Needs Assessment. The report reiterated the importance of City Council's priority to "[r]educe poverty by increasing sustainable employment among less skilled and educated residents." The Human Services Needs Assessment Committee framed its assessment and recommendations around a person-centered "pathway to self-sufficiency." For adults who have not achieved self-sufficiency, the pathway starts with identifying the individual, by program, peer, or self-referral. Once identified, a person-centered pathway is developed, which may include skills development, childcare assistance, transportation, healthcare (including dental and mental health), apparel, and stable housing. Adults may be certified as employment ready and/or assigned a mentor. When an individual reaches readiness for employment, he or she needs assistance in finding and maintaining a job.

The data collected in the Needs Assessment indicates a need for a comprehensive, integrated network of services and navigation, including peer-to-peer. The recent Charlottesville Strategic Action Team (SAT) report made a similar recommendation to:

*"Explore the possibility of establishing a peer-to-peer network within Charlottesville's low-income neighborhoods that will provide City residents with the workplace training, basic skills training, support services, and job placement services necessary to meet employers' workforce needs."*

Creating a formal peer network would be a paradigm shift in how human services are accessed locally, from being service-centered to being focused on individual assets

and needs. The Needs Assessment Committee recommended that the City continue to research and plan for a peer network that will help residents access resources and job information.

**To achieve this objective, the Needs Assessment identified two overarching goals.**

**Goal 1:** To identify adults in the community who are struggling to earn enough income to be self-sufficient and who are seeking a pathway to self-sufficiency for themselves and their families.

**Goal 2:** To engage a cadre of peers to identify individuals in their social networks who could benefit from working on a pathway to self-sufficiency for themselves and their families to make sure that participation in this effort is not limited to those who are already connected to an agency or non-profit.

## CHARGE

City Council made the following charge to the Task Force:

1. Explore best practices in peer support networks.
2. Identify, map, and engage existing networks.
3. Determine barriers and needs in network coverage.
4. Develop a model process to support peers and identify model curricula for training peers.
5. Recommend means to expand and coordinate networks, including opportunities for ongoing education, information, and feedback mechanisms.

## DEFINITIONS

In this report, we refer to two kinds of peers based on individual roles.

1. Peer connectors are like “key hubs,” meaning “those in the networks who are highly connected and who act as bridges between different parts of the network.” A connector is someone who knows lots of people and manages “to occupy many different worlds and subcultures and niches.” Peer connectors are good at sharing resources and information. Thus, their primary role is to facilitate access to resources. Within this group are those who provide formal assistance through an existing organization. They are “program peer connectors.” Charlottesville also has informal peer helpers whose social networks include those striving for self-sufficiency. These individuals play these roles by dint of their personalities, and thus we will call them “personal peer connectors”.
2. Peer supporters are those who nurture the people in their network. They are the ones who can provide mutual support and encouragement to those within their network. Thus, their primary role is to participate in the delivery of services and support. Again, there are those who provide support through organizations. We refer to them as “program peer supporters.” Informal peer supports are referred to as “personal peer supporters.”

# METHODOLOGY

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The entire Task Force met six times between September 2013 and March 2014. Three committees were formed, which completed research on efficacy and best practices, conducted outreach to those in the field, and analyzed findings to draft recommendations.

The Research Committee conducted literature reviews to determine the efficacy of various types of peer-to-peer networks and identify best practices in the field.

The Outreach Committee conducted informational interviews with program and personal peer supporters and peer connectors. These individuals were asked to describe their peer-to-peer networks, to provide information about training they have received and additional training they want, to explain how they learn about resources, and to identify the biggest barriers to accessing services. They were asked what would help them within their peer networks and whether a resource database would be helpful. Finally, they were asked whether they have or would like to have a mechanism for providing feedback to service providers on behalf of their network. The Outreach Committee also hosted a dinner meeting with ten personal and program peer supporters and connectors. Participants were asked to identify needs and gaps and to construct a “map” of the current system.

The Analysis Committee reviewed all findings to identify strengths, challenges, needs and gaps. They drafted conclusions and recommendations for the Task Force's consideration.

# EVIDENCE OF EFFICACY

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The Task Force identified a number of best practices in peer-to-peer and social networks. Charlottesville's model will focus on a "pathway to self-sufficiency," with the end goal being meaningful, stable employment. However, the pathway also requires other social supports needed to help individuals achieve this goal: employability skills, job training, childcare, mental and physical health, transportation, and information. While none of the practices the Task Force identified have an exact focus related specifically to the "pathway to self-sufficiency" that Charlottesville intends to undertake, there are common features and best practices that can guide the Task Force's work.

This section will provide information about the efficacy of peer social networks, describe the components, values, and policies that support best practices overall, and present findings about employment specific programs. It is important to note that all of the best practices identified in this report described formal structured programs with paid and/or volunteer staff. Locally, the Task Force has identified both formal and informal peer networks. Synopses of the practices and programs reviewed are included in Appendix 1.

There is ample and increasing evidence that peer-to-peer social networks can produce lasting change for communities. For example:

- A. In December 2012, the U.S. Department of Health & Human Services released a report that presented "information gathered through a nine-month knowledge development effort to... address the lack of recent and relevant research related to the relative effectiveness of various job search methods and the components of job search assistance programs." While the report addressed job search assistance generally, "the focus was on job search assistance for disadvantaged workers and heads of households." Available evidence continues to suggest an important role for social networks in job search. "Innovations in job search assistance: networking. Job search assistance program staff may encourage participants to tap into their existing social networks, including friends, family, and employers."<sup>i</sup>
- B. In January 2009, Public/Private Ventures conducted a study of ex-offenders involved in a multi-site Ready4Work program, comparing results for those who had peer mentors to those who did not. They found that job retention rates were associated with mentorship — participants who met with a mentor were more likely to remain employed for three months than were those who were unmentored. Further, when compared with participants who did not have a mentor, mentored participants were 35% less likely to have recidivated within a year of being released.<sup>ii</sup>
- C. Consumer driven services have become an increasingly important force in the treatment and support of people with mental illness. A 2011 Substance Abuse and Mental Health Services Administration (SAMSHA) review of research

reported that “After controlling for actual service use, researchers found that participants who made any use of consumer-operated services had greater average increases in well-being than those who did not, and those who participated more in these services had greater average increases than those who were less active.” Further, “investigation of the relationship of positive psychological functioning and participation in mutual support groups and drop-in centers suggested that consumer-operated services improved perceptions of self, social functioning, and decision making”.<sup>iii</sup>

- D. Community health workers (also known as lay health promoters) have provided peer health support for more than 60 years world-wide. Peer support links people living with a chronic condition such as diabetes. People with a common illness are able to share knowledge and experiences – including some that many health workers do not have. Much evidence supports that peer support is a critical and effective strategy for ongoing health care and sustained behavior change for people with chronic diseases and other conditions, and its benefits can be extended to community, organizational and societal levels. This can also be a source of employment, as community health worker is one of the fastest growing careers nationwide.<sup>iv</sup>
- E. Social peer networks serve a variety of functions. According to a study done by the United Kingdom-based Joseph Rowntree Foundation (which seeks “to understand the root causes of social problems, to identify ways of overcoming them, and to show how social needs can be met in practice”), “[T]here are three main ways that social networks can address poverty:
- They can enable the sharing of resources (time, expertise, and support) and information (job opportunities, benefits advice, and influence).
  - They can provide mutual support and opportunities to learn or develop skills (support to start a business, for example).
  - They can create strength in numbers and enable collective action or voluntary effort (improving a local area, for example, or social campaigning, or ensuring a voice in local affairs).”<sup>v</sup>



## BEST PRACTICES IN PEER NETWORKS

Based on an analysis of the research literature by the Defense Centers of Excellence, five elements have been found to be essential to a successful peer-to-peer program:<sup>vi</sup>

1. Adequate planning and preparation, including identifying needs of the target population and aligning program goals to meet those needs. It is critical for the implementing organization to identify the needs of the target population and set specific program goals to meet those needs. These identified needs can be used to shape the role of the peer supporter. Programs that develop comprehensive processes and policies are able to hold peer supporters and participating individuals accountable and responsible for performance. Even for a volunteer-based program, it is beneficial to prepare clearly articulated policies to avoid confusion. Production of a program manual can enable replication and facilitate implementation of the model.
2. Clearly articulated policies to avoid confusion, especially around role boundaries and confidentiality. Role boundaries define a professional relationship and create clarity, safety and predictability for the individual and the peer supporter. These boundaries set limits on the interactions between the individual and the peer supporter (who is not a therapist) for a beneficial relationship. Confidentiality is an essential element to allow the individual to overcome apprehensions about stigma and negative repercussions and to freely discuss his or her concerns. Confidentiality policies should be frequently discussed and detailed in writing for all parties involved in the peer support program. Protection should be in place for the peer supporter, as well as the individual participant.
3. Systematic screening with defined selection criteria for peer supporters, such as communication skills, leadership ability, character, previous experience or training, and individuals who can serve as positive role models. At the crux of a peer-to-peer program is the interaction between the trained peers offering support (peer supporters) and the individuals receiving peer support (individual participants). Adequate screening for a peer supporter is critical. Effective peer supporters typically possess a range of skills and competencies across key knowledge domains. Commonly desired traits are superb communication and listening skills, demonstrated leadership ability or potential, ability to stay calm under pressure, and previous experience or training.
4. Leverage benefits from “peer” status, such as formal employment, experiential learning, social support, leadership, and improved self-confidence. The concept of empowerment is central to the use of peers. Social support has been shown to increase resilience by moderating the impact of a potentially stressful event and having someone to talk with in order to prevent an unhealthy response. It has also been demonstrated as a mechanism for reinforcing positive behavior change. Participating in a peer-to-peer program broadens an individual's support network. Individuals may develop friendships with other participants that expand beyond the formal program. Participation in a peer program also gives

individuals the opportunity to take care of each other and empowers them to be a part of the solution by helping others.

5. Enable continued learning through structured training by providing an atmosphere for peer supporters to support each other and improve peer support skills. Peer support training typically consists of content-based training on relevant topics and procedural training on relevant skills. Topic-based training can include information on stress-related injuries, substance abuse, confidentiality, boundaries, ethics, available referral resources and other subjects. Skills-based training can include topics such as effective listening, crisis procedures and how to facilitate a support group. Even less formal volunteer-based programs would benefit from training on leadership, organizational, and listening skills.

The literature also identifies five “key characteristics” of peer supporters and connectors that account for the success of peer support.

1. Social support from peers includes emotional support, information and advice, practical assistance, and help in understanding or interpreting events.
2. Experiential knowledge refers to the knowledge base of the peer supporter, which is derived from actual experience. Peer supporters who have similar experiences to those being supported have greater credibility as “experts” in dealing with the problems and challenges faced by the person seeking support. Having similar experiences and backgrounds also contributes to the sense of social cohesion, through a process of social identification in which the individual more readily sees the peer supporter as “like me.”
3. Trust is an essential component for the success of any mental health intervention. There is good evidence from a national Veterans Affairs study that military veterans with mental health problems trust peer counselors to help them more than they do traditional hospital staff. It is also important for the peer counselor to be seen as honest, truthful, and unselfishly motivated. Having a good knowledge base regarding available services, and how to get them, would also contribute to credibility and trust.
4. Protecting confidentiality is critical to successful peer support programs. Assurances of confidentiality establish trust in the peer support relationship. If an individual fears that information provided might be disclosed to third parties without his or her permission, he or she is less likely to seek needed support.
5. Ease of access, both in terms of physical location as well as hours of operation, is an important consideration in the success of peer support programs. Regardless of how well other aspects of a peer support program are resourced and managed, if access is difficult for the target population, it will be difficult for the program to succeed.

## **CURRENT LOCAL PEER NETWORKS**

Based on informational interviews, it appears that individuals come to peer support networks in a variety of ways. The most commonly cited reason for participation is word of mouth about the helpfulness of an individual peer, whether program or person.

Another method mentioned was active recruitment (usually by program peer networks) through jails, Offender Aid and Restoration, Region Ten, and 12 Step programs.

#### Program Peer Networks:

There are a number of formal and informal peer-to-peer networks in Charlottesville. Program peer networks employ members of the programs' constituency to reach out to, support, educate, and assist others in the community. Generally, these networks are focused on areas such as physical and/or mental health and wellness, substance abuse, employment, and others. Some examples include:

- Believers and Achievers relies on a collaborative peer effort from all members to support ex-offenders reentry into the community.
- The City of Promise's (CoP) cradle-to-college-and career pathway is built on peer networks, including emotional, informational, instrumental and affiliational support. During CoP's 2012-2013 needs assessment and segmentation analysis, neighbors were trained and paid stipends to conduct informational interviews and surveys with their peers. The City of Promise employs peers as outreach specialists and pathway coaches. It also promotes peer-to-peer support through parent and youth councils.
- Children, Youth & Family Services Real Dads program uses peer mentoring to provide encouragement and support to dads and provide fathers with resources and information to support their parenting goals.
- The Haven provides peer support and navigation to the homeless population that gathers at the day shelter. The role is to establish trust and rapport with the client to address emergency needs (food, clothing, shelter) and to transition into longer term goals such as sobriety, housing, mental health, and physical health.
- On Our Own is a consumer-run and governed organization that "provides mutual support, self-help, advocacy, education, information and referral services to individuals who acknowledge having significant problems in their lives due to mental illness and who are seeking to take responsibility for their own growth and recovery while supporting each other." Peer staff members provide emotional, informational, instrumental, and affiliational support to members and have special outreach services to homeless individuals and those exiting Western State Hospital.
- The Public Housing Association of Residents (PHAR) is made up entirely by and for peers living in public housing. PHAR advocates and organizes for systemic changes and assist residents with improving their quality of life.
- The Thomas Jefferson Health District is in the process of expanding its Community Health Worker program, which has a particular emphasis on the Latina community. In the program, trained peers provide health related informational and instrumental support.

At least three additional peer-to-peer programs are under development. Cville Works is launching a pilot program to test multiple facets of an intentional process of using peer networks to identify individuals interested in specific jobs and crafting a pathway that provides those individuals with emotional, informational, and instrumental support. Also, Region Ten Community Services Board recently received grant funding to establish a High Fidelity Wraparound Services Program, which includes paid parent peer supporters, who have a family member with severe emotional or behavioral health challenges, to provide emotional, informational, and instrumental support to other families struggling with these issues. The local Crisis Intervention Team, which is a partnership between the police department and mental health providers plans to incorporate the use of peer support. The part-time Peer Counselor will be staff with Region Ten- Emergency Services Department to primarily work with Emergency Custody Order patients to helping them get connected to mental health and community services.

#### Personal Peer Support:

The Task Force was able to identify a number of informal peer networks. Some of these are individuals who are viewed by others as knowledgeable, helpful, and supportive. Through the information gathering process, the Task Force identified and talked to some of these peer supporters. These individuals come from a range of backgrounds: some are helpful, well-informed, and well-regarded neighbors, some are people in the recovery community, and others are recognized informal peer supporters in the environments in which they work or worship. There is a considerable crossover with those involved in peer support in their "day jobs" and also serve as peer supporters in other arenas such as the faith community and 12 Step programs. While they view their peer work as a calling rather than an occupation, these individuals identified many of the same gaps and needs as those involved in formal peer networks.

#### Faith-based Peer Networks:

The Task Force identified a number of faith-based programs that provide peer-to-peer network support. The scope and nature of these networks varies considerably. Some provide a broad range of services, including food ministries, emergency support, in-jail services, Bible study, one-on-one mentoring, and 12 Step Programs. Three City faith-based organizations were mentioned by several interviewees: New Beginnings Church, Portico, and Women of Restoration.

#### How People Access Local Peer Support:

Individuals come to peer support networks in a variety of ways. The most commonly cited reason for participation is word of mouth about the helpfulness of an individual peer supporter, whether formal or informal. Another method mentioned was active recruitment (usually by program peer networks) through corrections programs, Region Ten, health care providers, and 12 Step programs.

#### How Peer Support Networks Are Trained:

Peer network supporters participate in various types of training, some of it structured, much of it informal. Personal knowledge and experience was the most frequently

identified source of information. Some faith communities base their training on Biblical and scriptural teachings. Several of the formal peer support programs provide training in mentoring, group facilitation, case management, and in two cases, Motivational Interviewing. Peer networks learn about resources in several ways. Again, personal knowledge and experience was most commonly cited. They reach out to their own informal peer networks when they are not aware of resources. They also use the Street Sheet and United Way Information and Referral.

## **BARRIERS AND IDENTIFIED NEEDS**

Barriers and needs were also identified through interviews with stakeholders, peer supporters, and peers and through a planning meeting with individuals providing formal and informal peer network support.

### Barriers:

Participants were asked to identify barriers to both their ability to provide peer network support and to address roadblocks the pathway to self-sufficiency. The lack of timely, accurate information about community resources is the biggest barrier for them and the peers they support. They have difficulty navigating the access and eligibility requirements of service providers, especially services at the University of Virginia.

Additionally, trust was identified as a significant barrier. "Some people are hesitant because of unsuccessful or ineffective relationships or broken trust." Trust issues include lack of confidentiality, slow and/or ineffective response to requests for assistance, and the lack of a mechanism to provide feedback to service providers.

Respondents also said that lack of access to or skills in technology presents a barrier for them and their peers. Several reported that peers' lack of motivation is a barrier as well.

### Needs:

Participants identified needs that would enhance their networks in four areas:

1. Training
  - Motivational Interviewing
  - First Aid and CPR
  - Peer Leadership Institute Recovery Training
  - Peer Assessment
  - Mental Health First Aid
  - Use of technology
2. Information
  - Resource knowledge (e.g., eligibility)
  - Opportunities for peer supporter and connector networking
3. Material Needs
  - Ability to provide small resources (e.g., bus passes, work clothing, etc.)
  - Small incentives for peers
4. Trust
  - Opportunities to problem solve with community organizations
  - Genuine opportunities to provide feedback



# CONCLUSIONS & RECOMMENDATIONS

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After months of research and community engagement, the Task Force offers the following conclusions and recommendations.

## CONCLUSIONS

1. As human beings, we are connected to each other in a myriad of ways through our social networks. Social networks exist wherever people interact – within families, at school, at work, at church, in our neighborhood, in recreational groups, in recovery programs, in immigrant communities, etc.
2. These social networks, these networks of peers, often serve four separate, but often overlapping, functions. They can share knowledge and information, provide concrete assistance, facilitate contacts with other people, and serve as sources of support by demonstrating empathy, caring, or concern to bolster person's self-esteem and confidence.
3. Peer connectors are “key hubs,” or, “those in the networks who are highly connected and who act as bridges between different parts of the network.” A connector is someone who knows lots of people (“the kinds of people who know everyone”) and manages “to occupy many different worlds and subcultures and niches.” Peer connectors are good at sharing resources and information. Thus, their primary role is to facilitate access to resources.
4. Peer supporters are those who nurture the people in their network. They are the ones who can provide mutual support and encouragement to those within their network. Thus, their primary role is to participate in the delivery of services and support.
5. There are people within our community who are especially gifted at playing the role of peer connector or peer supporter and sometimes a peer can play both roles.
6. Charlottesville has existing programs which make use of peer connectors and peer supporters. However, not all people who are striving for self-sufficiency are touched by these existing program peers.
7. In addition, few of the Charlottesville programs, which make use of peer connectors and peer supporters, are focused on helping residents find and maintain employment.
8. The expected short-term outcomes would include documented increase in participating residents' income and financial stability tracked on an individual basis over time. Longer term higher level outcomes would be a decrease in the percentage of residents paying more than 30% of their income on housing and an increase in the percentage of residents achieving self-sufficiency.

## RECOMMENDATIONS

The Task Force has determined that expanding and supporting the existing peer network, both program peer networks and personal peer networks, will have significant benefits in improving pathways to self-sufficiency in Charlottesville. In the following

narrative, we use the term “resident” to indicate a person striving for self-sufficiency, the term “peer connector” to indicate a person who knows and is trusted by lots of residents, and the term “peer supporter” to indicate a person who provides support for residents. The Task Force makes the following recommendations to City Council, which include specific funding recommendations from the \$35,000 that Council has in reserve for this purpose.

**1. Create a Partnership of Peer Networks.** The Network would start as a partnership among program and personal peer connectors and supporters that would be focused on the pathway to self-sufficiency. The supporters and connectors would help those on the pathway to access the resources, such as training, transportation, mental or physical health services, or child care, which they will need to obtain and maintain employment. In the short term, the Network would be housed in one of the partner organizations. The purpose of the network will be to:

- a. Serve as a “hub” for information about resources and information for peer connectors to help residents travel the pathway to income self-sufficiency. The supporters and connectors would help those on the pathway to access the resources, such as training, transportation, mental or physical health services, or child care, which they will need to obtain and maintain employment. *We recommend that City Council allocate **\$5,000** to support the host organization and activities of the hub (i.e., phone line, materials, transportation).*
- b. Provide staff support to facilitate the Partnership of Networks. We are considering an AmeriCorps State volunteer and/or an intern who would receive a living allowance. This individual would identify and reach out to peer connectors and supporters. S/he would maintain an inventory of resources and eligibility criteria for community services to shares with peers. S/he would also identify training and facilitate logistics. *We recommend that City Council allocate a total of **\$17,000** to support this position.*
- c. Integrate the Network into the local service delivery system by creating formal and informal relationships between and among the City, the peer network, and local service providers. City staff will convene potential partners to:
  - i. Determine how to measure the desired outcomes of improved individual income and financial stability,
  - ii. Consider how to prioritize service delivery for residents on the pathway to self-sufficiency.
  - iii. Consider tying City funding to program participation in supporting the pathway to self-sufficiency.
  - iv. Develop a Memorandum of Agreement.
- d. Develop and maintain an inventory of pathway resources and eligibility requirements, as well as a comprehensive listing of program peer supporters and connectors.

- e. Utilize the strengths-based assessment protocol described in recommendation 2a to help residents chart and maintain progress on the pathway to income self-sufficiency.
- f. Provide a mechanism for peer *supporter* networks to access peer *connector* network that will help residents travel the pathway to self-sufficiency based on an individual's needs. For example, a neighborhood-based peer supporter may not have the capacity or expertise to assist a person with complex needs beyond the resources the peer supporter provides. That peer supporter would connect the person with a peer connector who would use the strengths-based assessment protocol to determine what additional services the resident needs to travel the pathway to self-sufficiency.
- g. Coordinate training.
- h. Develop and implement methods to collect and analyze data to assess the impact of the project.
- i. Offer networking opportunities that are convenient and accessible for peer supporters and connectors. *We recommend that City Council allocate **\$2,000** to support these opportunities.*

**2. Provide resources for existing peer network programs.** As noted in the findings, there are many existing programs that have direct contact with residents. A coordinated system of these peer networks will assure that residents on the pathway to self-sufficiency are able to enter the pathway through a door that is accessible and comfortable for them. For many people, that door is a trusted program peer. In order to ensure that program peers can offer the best guidance and support, they should be provided with accurate information and reliable tools. This can be done by:

- a. Creating an easy-to-use, strengths-based assessment protocol that helps the resident and program peers to determine which services and resources are needed along the pathway to self-sufficiency. The tool would be created or adapted by the Peer Network (see recommendation #1). *The Task Force recommends that City Council allocate **\$4,000** for consultation to develop and/or purchase of a proprietary tool, if necessary.*
- b. Providing access to free or affordable training, including but not limited to, Motivational Interviewing, First Aid/CPR, and strengths-based assessment protocol. *The Task Force recommends that City Council allocate **\$5,000** to support training.*
- c. Enhancing the peer network's ability to provide material support to residents, such as bus passes or small gift cards that will support them in their efforts to travel the pathway to self-sufficiency. *We recommend that City Council allocate **\$2,000** for this purpose.* The network would develop criteria and policies for eligibility and distribution.

**3. Assure that peer supporters and peer connectors have safe and effective method of giving feedback to service provider organizations.**

- a. Peer supporters and connectors will follow up with residents on any referrals or recommendations made at least monthly.
- b. Peer supporters and peer connectors will note any challenges, barriers, or successes to resident access of services. These will be reported to the Peer Network.
- c. A representative of the Network will convey any concerns or accolades to service organization.

# NEXT STEPS

If City Council accepts the recommendations contained in this report, the Peer Network Task Force recommends the following steps.

## **1. Establish the Partnership of Peer Networks**

- a. City staff and task force members will recruit members that include representatives of existing and emerging peer supporter and connector organizations, personal peer supporters and connectors, community partners and relevant City staff. (by July 1, 2014)
- b. City staff and task force members will establish preliminary clear expectations and goals for the partnership. Define roles of members and staff.
- c. Convene the Peer Network. (by August 1, 2014)
- d. Determine site for “hub”: partner organization or City department. (by September 1, 2014)
- e. Create job description for network facilitator. (by August 1, 2014)
- f. Recruit, hire and train network facilitator. (by September 15, 2014)

## **2. Operationalize the Partnership of Peer Networks**

- a. Research, select, and disseminate a self-sufficiency focused assessment tool. (by July 1, 2014)
- b. The facilitator will develop and maintain a comprehensive resource inventory. (by October 15, 2014)
- c. Establish training priorities and prepare training calendar (by October 15, 2014)
- d. Establish mechanism to disperse funds designated to support peers on the pathway to self-sufficiency as referenced in Recommendation 2c above. (by October 15, 2014)
- e. Convene two peer supporter and connector networking events each year as referenced in Recommendation 1i above. (by November 1, 2014 and May 1, 2015).

## **3. Ensure Accountability and Constructive Evaluation**

- a. Determine desired outcomes and develop appropriate metrics (by August 1, 2014)
- b. Develop a Memorandum of Understanding establishing the expectations and responsibilities of community partners to (by September 1, 2014):
  - i. Periodically provide quantitative and qualitative data to measure outcomes from support services provided to those referred by the Network.
  - ii. Convey challenges, barriers, or successes about partner organizations.
  - iii. Respond promptly to challenges or barriers identified.
- c. Conduct annual Network-wide self-assessment to address (by June 1, 2015):
  - i. Utilization and efficacy of the self-sufficiency assessment tool.



- ii. Outcomes for individuals on the pathway to self-sufficiency.
  - iii. Whether the current base of peer supporters and connectors has the capacity to meet need or if volunteers and/or additional paid staff are needed to achieve Network goals.
- d. Provide a report to City Council about activities, outcomes and future recommendations, including prioritization of City funds. (by July 1, 2015)

## ENDNOTES

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<sup>i</sup> *Job Search Assistance Programs—A Review of the Literature*, Office of Planning, Research and Evaluation, the Administration for Children and Families, HHS (December 2012).

<sup>ii</sup> *Insights from the Ready4Work Reentry Initiative*, Public Private Ventures, 2009 Shawn Bauldry, Danijela Korom-Djakovic, Wendy S. McClanahan, Jennifer McMaken and Lauren J. Kotloff, 2009.

<sup>iii</sup> *Substance Abuse and Mental Health Services Administration. Consumer-Operated Services: The Evidence*. HHS Pub. No. SMA-11-4633, Rockville, MD: Center for Mental Health Services, Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services, 2011.

<sup>iv</sup> *The Emerging Field of Patient Navigation: A Golden Opportunity to Improve Healthcare*; The Center for Health Affairs. December 2012.

<sup>v</sup> *Social Networks: Their Role in Addressing Poverty*, Joseph Rowntree Foundation, (March 2011).

<sup>vi</sup> *Identification of Best Practices in Peer Support Programs*: White Paper; Defense Centers of Excellence for Psychological Health and Traumatic Brain Injury; 2011.

# APPENDIX 1: SUMMARY OF BEST PRACTICES

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## **Brief Synopsis Best Practices and Efficacy Research**

### ***Insights from the Ready4Work Reentry Initiative, Public Private Ventures, 2009***

There was considerable variation in how mentoring was implemented across Ready4Work sites. Only about half of all participants received mentoring. When we compare the outcomes of participants who received mentoring with those who did not, we find positive relationships between mentoring and participant outcomes.

It appears that this effect may be due in part to the fact that participants who had mentors were more likely to find a job—a condition that, in turn, improved other outcomes. Because the people who voluntarily participated in mentoring may have been systematically different from those who did not, in ways we could not easily detect (for example, they may have been more motivated to reintegrate or more needy), we are unable to determine whether these outcome disparities were caused by mentoring or may be attributed to other differences between mentored and unmentored participants. However, the comparisons are suggestive and compelling enough to make a case for further exploration of the value of mentoring in prisoner reentry initiatives.

### **Public-Private Ventures January 2009**

**Shawn Bauldry, Danijela Korom-Djakovic, Wendy S. McClanahan, Jennifer McMaken and Lauren J. Kotloff**

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### ***Best Practice Guidelines for Consumer-Delivered Service, Mental Health Association of Southeastern Pennsylvania Best Practices Team, 2011***

**Target Populations** – Aside from specific target populations for specific programs, such as the special consumer characteristics targeted by case management, crisis, or vocational programs, CDS are appropriate for most mental health consumers, regardless of diagnosis or history.

**Contraindications for use** – Based on the discussion of choice, consumers who choose not to participate in CDS should not be forced to participate. We believe that consumers should be encouraged to participate and provided with ample information about CDS options, but CDS participation cannot be prescribed.

### **Consumer-Provider Guidelines**

**Hiring** – Recruitment of paid consumer-providers is frequently done through advertisements placed in mental health agencies and other venues where consumers may congregate, as well as in newspapers. Advertisements generally include statements such as “Current and former mental health consumers encouraged to apply.” Substantial recruitment also occurs through word of mouth and conversations among consumers.

CDS involving paid positions generally require at least a high school education to ensure that the employee has some degree of ability to complete paperwork and meet minimal job demands.

Volunteer CDS programs generally do not have education requirements. Skills and education may become a bigger issue in the future for CDS that are able to obtain Medicaid and other forms of reimbursement (e.g., managed care). Reimbursement often requires being added to a provider panel that has requirements, such as the need for staff with degrees, certification, experience, and training that are thought to be associated with the provision of a higher quality of care.

**Training** – Programs involving paid consumer-provider staff should have specific training procedures outlining the mission, philosophy, goals, and procedures associated with the delivery of the program. Exceptions to this are CDS involving non-paid persons, including self-help groups and similar voluntary CDS programs, especially those emphasizing companionship. However, even these latter types of programs could benefit from informal training on leadership, organizational, and listening skills. Specific topics for paid consumer-providers should include a discussion of how they can use their personal experiences to build empathy with program participants, and provide emotional support, informational support, and validation. Additionally, training should involve a discussion of issues that might arise in their interactions with non-consumer staff and consumers, especially topics such as dual relationships, role conflicts, and confidentiality, discussed in the next section.

**Supervision** – As with any human service program, good supervision and monitoring are essential. Such supervision ensures that the program is being delivered with some degree of fidelity and is useful for addressing any issues that may arise, especially personal and interpersonal issues that may affect an employee’s performance or the performance of the program as a whole. Frequent team meetings and individual supervision are beneficial in this regard. Personnel manuals should also thoroughly describe rules and procedures to assist all employees and supervisors in their interactions.

**Developed by Mark S. Salzer and Mental Health Association of Southeastern Pennsylvania Best Practices Team, 2009**

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***What are Peer Recovery Support Services?* Center for Substance Abuse Treatment, US Department of Health and Human Services, 2009**

Research has shown that recovery is facilitated by social support and four types of social support have been identified in the literature emotional, informational, instrumental, and affiliational support.

<b>Type of Social Support and Associated Peer Recovery Support Services Type of Support</b>	<b>Description</b>	<b>Peer Support Service Examples</b>
<b>Emotional</b>	Demonstrate empathy, caring, or concern to bolster person’s self-esteem and confidence.	Peer mentoring Peer-led support groups
<b>Informational</b>	Share knowledge and information and/or provide life or vocational skills training.	Parenting class Job readiness training Wellness seminar
<b>Instrumental</b>	Provide concrete assistance to help others accomplish tasks.	Child care Transportation Help accessing community health and social services
<b>Affiliational</b>	Facilitate contacts with other people to promote learning of social and recreational skills, create community, and acquire a sense of belonging.	Recovery centers Sports league participation Alcohol- and drug-free socialization opportunities

### **Peer Mentoring or Coaching**

Although the name given to this service activity varies from project to project, the terms mentoring or coaching refer to a one-on-one relationship in which a peer leader with more recovery experience than the person served encourages, motivates, and supports a peer who is seeking to establish or strengthen his or her recovery.

### **Peer Recovery Resource Connecting**

The service activities of peer leaders in connecting peers to recovery resources might be likened to case management in substance use disorder treatment. The purpose of resource connecting services is to connect the peer with professional and nonprofessional services and resources available in the community that can help meet his or her individual needs on the road to recovery. The peer leader working in a peer setting to provide recovery resource connecting services often has had personal experience navigating the service systems and accessing the resources to which referral is being made, and can bring those personal experiences to bear. Peer recovery support services provided in RCSP projects typically can help peers with their most pressing early recovery needs—finding a safe place to live and a job.

### ***Shared Values***

RCSP project participants have identified core values that inform the task of organizing the recovery community to provide peer recovery support services. These include:

- **Keeping recovery first**—Placing recovery at the center of the effort, grounding peer services in the strengths and inherent resiliency of recovery rather than in the pathology of substance use disorders.
- **Cultural diversity and inclusion**—Developing a recovery community peer support services program that honors different routes to recovery and has leaders and members from many groups at all levels within the organization.
- **Participatory process**—Making sure the recovery community directs or is actively involved in project design and implementation, so that recovery community members can identify their own strengths and needs, and design and deliver peer services that address them.
- **Authenticity of peers helping peers**—Drawing on the power of example, as well as the hope and motivation, that one person in recovery can offer to another; providing opportunities to give back to the community; and embracing the notion that both people in a relationship based on mutuality can be helped and empowered in the process.
- **Leadership development**—Building leadership abilities among members of the recovery community so that they are able to guide and direct the service program and deliver support services to their peers.

*What are Peer Recovery Support Services?* Center for Substance Abuse Treatment, HHS Publication No. (SMA) 09-4454. Rockville, MD: Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services, 2009.

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*Identification of Best Practices in Peer Support: White Paper, Defense Centers of Excellence, 2011*

Based on an analysis of the research literature, five elements were found to be essential to a successful peer-to-peer program:

1. **Adequate Planning and Preparation**, including identifying needs of the target population and aligning program goals to meet those needs.
2. **Clearly Articulated Policies to Avoid Confusion**, especially around role boundaries and confidentiality.
3. **Systematic Screening with Defined Selection Criteria for Peer Supporters**, such as communication skills, leadership ability, character, previous experience or training, and individuals who can serve as positive role models.
4. **Leverage Benefits from “Peer” Status**, such as experiential learning, social support, leadership, and improved self-confidence.
5. **Enable Continued Learning through Structured Training**, by providing an atmosphere for peer supporters to support each other and improve peer support skills.



In addition, the literature review and examination of exemplar programs points to several underlying features or “key ingredients” that appear to account for the special effectiveness of peer support interventions. These are (1) social support, (2) experiential knowledge, (3) trust, (4) confidentiality and (5) easy access.

**Nisha Money, Monique Moore, David Brown, Kathleen Kasper, Jessica Roeder, Paul Bartone, Mark Bates; Defense Centers of Excellence for Psychological Health and Traumatic Brain Injury, 2011**

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***Job Search Assistance Programs – A Review of the Literature, Administration for Children and Families, 2012***

In the 1970s, Nathan Azrin and colleagues developed a group-based job search program called job club to increase employment and job satisfaction among welfare recipients. Today, job clubs are used both as a formal requirement of JSA programs and more informally and voluntarily by groups of job seekers. JSA program staff may encourage participants to tap into their existing social networks, including friends, family, and employers (former or, if the individual is participating in subsidized work or another other temporary position, current). Wisconsin, for example, incorporates a workshop on networking in its reemployment assistance offerings provided through local One-Stop Career Centers. More informal job clubs, also known as networking clubs, job connection clubs, or job-finding clubs, also allow job seekers to expand their networks and obtain peer support and encouragement (Hansen, accessed 3/22/12). Many of these job clubs are not affiliated with the workforce system, but are run by churches and other community organizations and have grown in popularity during the current recession.

**Klerman, Jacob, Robin Koralek, Ashley Miller, Katherine Wen . *Job Search Assistance Programs – A Review of the Literature*. OPRE Report # 2012-39, Washington, DC: Office of Planning, Research and Evaluation, Administration for Children and Families, U.S. Department of Health and Human Services. 2012.**

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***Consumer-Operated Services: The Evidence. Substance Abuse and Mental Health Services Administration, 2011.***

Peer programs developed common goals: (1) providing a safe and supportive environment, acceptance, and education and (2) encouraging the sharing of personal stories using the model established by twelve-step groups. Self-help among equals is the method generally used to achieve these goals, although peers may need to take formal roles as staff, mentors, and trainers to sustain and expand the groups’ accomplishments Peer programs are “a work in progress” and continue to evolve based on participants’ experiences and assessments of their accomplishments.

People who have common life experiences also have a unique capacity to help each other based on a shared affiliation and a deep understanding that may go beyond what exists in their other

relationships. Peers often can help each other in an egalitarian manner, without designating who is the “helper” and who is the “helpee” Further, the roles may shift back and forth within a relationship or occur simultaneously, with both parties benefiting from the process In self-help and mutual support, people offer their experience, strength, and hope to their peers, which allows for natural evolution of personal growth, wellness promotion, and recovery.

***Consumer-Operated Services: The Evidence.* Substance Abuse and Mental Health Services Administration. HHS Pub. No. SMA-11-4633, Rockville, MD: Center for Mental Health Services, Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services, 2011.**

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***The Emerging Field of Patient Navigation: A Golden Opportunity to Improve Healthcare.* The Center for Health Care. 2012**

While clinical and lay navigators both have an important role to play in the healthcare system, there are some distinct advantages to employing lay navigators. Today, when an organization does not employ a lay navigator, many of the tasks that would be considered the navigator’s domain are simply not done. Unfortunately, leaving patients to fend for themselves can negatively impact patient experience and may cause patients to fall through the cracks. Sometimes, when a navigator is not available, navigation tasks are carried out by other professionals such as nurses, social workers or physicians. These professionals understand the importance of navigation, but when they take on this role for patients, it means they must spend less time providing clinical care or services that require licensure. Relying on highly-trained, often costly clinical professionals to provide non-clinical services is not the most efficient use of limited healthcare resources. Lay navigators can carry out these important tasks while allowing the clinical professionals to focus their time and attention on the core aspects of their role. Since navigators are not required to have a clinical degree, they are also a less expensive way for hospitals and healthcare providers to ensure their patients are accessing the treatment they need.

Use of lay navigators opens up opportunities in the healthcare job market, potentially serving as an avenue for employing hundreds of people. It’s a field that is so promising, in fact, that Kiplinger, a leading national business magazine, named patient navigation one of the top 13 careers of the next decade.

***The Emerging Field of Patient Navigation: A Golden Opportunity to Improve Healthcare;* The Center for Health Affairs. December 2012.**

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***Social Networks: Their Role in Addressing Poverty,* Joseph Rowntree Foundation. 2012.**

Social networks help people to generate income or achieve a more secure income where they otherwise may have failed. Social networks can provide income where formal work is not available. An organization called Community Links ([www.community-links.org](http://www.community-links.org)) has supported people to build on the skills developed through this kind of informal work. They have educated informal workers regarding the benefits of transferring to the formal economy, while also raising awareness more generally (amongst businesses and government) about the causes of informal working. Coupled with activity to ensure they can be assisted in locating and retaining fulfilling formal work, the use of social networks in this context could help people to generate income or achieve a more secure income where they otherwise may have failed. Improving the ability of people to use social networks to their full effect will require training, financial support, a greater understanding of the 'autonomy' people have within networks and a range of investments that have thus far been associated with activities of the welfare state. There is no short cut or substitute to this kind of investment that we have identified. Helping individuals to break into social networks that have hitherto remained exclusive may be beyond the reach of government entirely. Some of those networks rely on their exclusivity and have direct control over the use of resources that affect others in society. That does not make the need to limit the effect of the 'old boys' network' and the inequality it represents any less pressing. It just recognizes the places public policy has not yet been able to reach

**Asif Afridi, *Social Networks: Their Role in Addressing Poverty*, Joseph Rowntree Foundation. 2012.**

## APPENDIX 2: SUMMARY OF INTERVIEWS

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### **Interviewees:**

Because of the confidential nature of some of the peer supporter and connector relationships, particularly in the 12-step and recovery community, some individuals are identified by organization rather than name:

- Alcoholics Anonymous
- Believers and Achievers
- Celebrate Recovery
- Charlottesville Abundant Life Ministries- Dylan Rosenthal
- City of Promise- Janice Lewis
- Community Health Workers, Health Department
- Community Investment Collaborative- Stephan Davis
- Cresciendo Juntos- Gloria Rockhold
- Leadership Charlottesville- Andrea Copeland
- Lending Hands- Cherry Henley
- Narcotics Anonymous
- On Our Own- Erin Johnson, Cyndi Richardson and 1 consumer
- Oxford House
- Public Housing Association of Residents- Joy Johnson
- Women of Restoration
- New Beginnings Church- Liz Emery
- Portico Church- Brodie Downs
- Real Dads - Eddie Harris
- The Haven- Herb Dickinson

### **Synopsis of Findings:**

#### **1. Describe the peer-to-peer network(s)**

- Mainly informal
- Many are faith-Biblically bases
- Many are 12 step recovery based
- Most are need-specific: substance abuse, homeless, mental health, ex-offenders

#### **2. Why do people come to a network?**

- Word of mouth
- Recruitment through jail, OAR, Region Ten
- Peer referrals
- Churches
- 12-step community

**3. What is the scope of your network?**

- Criminal justice system, jail, OAR, probation/parole
- Neighborhood based
- Mental health/substance abuse; recovery
- Employment

**4. Role of peer supporters?**

- 12 Step programs
- Emotional/social support
- Service system navigation
- Make referrals

**5. What kind of training do peer supporters receive?**

- Personal knowledge
- Biblical
- Mentor handbook, group facilitation, basic support skill
- Motivational Interviewing

**6. What training would peer supporters want?**

- Motivation Interviewing
- First aid
- Mental Health First Aid
- Peer Leadership Institute Recovery Training (highly recommended)
- Community resources
- How to vet beneficiaries to learn if they really want and will utilize services.
- None: We do not train; we assume their success is what they offer. I can see a great need for training for peer networks.
- None; relies on peer group experience

**7. How do peer supporters learn about resources? Is there a mechanism for providing feedback to resource providers?**

- Experience and local knowledge
- Street Sheet; United Way
- Peer social networks

**8. What are the biggest barriers to accessing services? Biggest gaps?**

- Technology. Computer skills- email, Excel.
- Child care.
- Transportation.
- Some people are hesitant because of unsuccessful or ineffective relationships or broken trust. We lack peer support programs.
- Lack of motivation of individuals to seek services
- Housing and employment
- Lack of insurance; substance abuse/crisis stabilization

- Lack of knowledge of policy (Salvation Army, MACAA, DSS)
- Money
- Having to repeat story

**Please describe the peer-to-peer network(s) you are involved with. How does the peer-to-peer network work? Who are the peer supporters? Who are the peer beneficiaries?**

- CIC prepares people to run small businesses. It is a peer network in the sense that the student entrepreneurs act as peers to one another in their class work and after they graduate. Our foundation is based on the Word of God... I show them how God changed my life.
- No formal strategy. Use successes of people to help connect participants. Supervised mentoring relationship. "If I can do it, you can do it."
- Believers and Achievers; follows 12 step; anyone who has issues related to criminal records including family, friends, employers
- Dual 1
  - Work group facilitator
  - Recovery 12 step-most of peer work; including Haven and Crescent Halls; Believers and Achiever
- Dual 2
  - Outreach- Haven- provide support and navigation to homeless; establish trust and rapport to address emergency needs; peer navigator
  - Recovery- peer to peer
- Offer food pantry; gas cards; community lunches jail Bible study;
- Biblical principles to address- abuse in past, co-dependency, anger, addiction, cutters, pornography
- Relationship building rather than a check, but will meet financial emergencies
- Providing support to those in recovery from mild to moderate recovery with mental health and/or substance abuse issues; peer to peer support
- Personal; provide listening ear

**Why do people come to your network? Outreach, referral, word of mouth?**

- There is a general recruitment plan through partnerships with OAR, DHS, PHA and others. Many students come by word of mouth as well.
- We reach women in Jail through OAR, Region Ten and Parole Board. We have pamphlets.
- Recruitment; word of mouth; family; door to door sometimes; referrals from school; neighborhood
- Word of mouth, community networks, advertising at social services and jail
- Dual 1
  - Region Ten-formal



- Recovery- word of mouth from criminal justice, peers, social networks; no sponsors; flyers, advertise, post meetings
- Dual 2
  - Engage at intake
  - Word of mouth, 12 step
- Bible study in jail
- World-wide program, 1<sup>st</sup> locally
- Usually not church member; word of mouth; 60% don't have relationship, but the intent to save souls
- Peer referrals; Region Ten, churches
- Trust; been there, non-judgmental

**What is the scope of your network? Do you work in a specific geographic area? In what arenas do you provide support/navigation?**

- Employment
- Efforts are made to lessen the barriers so students can participate. The goal however is business development, not childcare or reentry or parenting.
- Only Charlottesville
- Orangedale and Prospect
- Reentry
- Dual 1  
Region 10- intake system could use improvement
- Jail
- Local; jail, drug court, Region Ten
- None
- Local; mild to moderate mental health and/or substance abuse ; street outreach
- People in recovery

**Can you give some examples of how your peer network works?**

- Students learn business skills through the WIBO curriculum develop networks, gain mentors and supports and develop their businesses. Over time, they may be able to give back as they have seen the examples of all their volunteer supporters and teachers.
- We reach women in Jail through OAR, Region Ten and Parole Board. We have pamphlets.
- Recruitment; word of mouth; family; door to door sometimes; referrals from school; neighborhood.
- People bring issues to group and members brainstorm answers
- 12 step
- Dual 2
  - Individual planning for homeless; provides what is needed

- For other, he evaluates motivation and desire
- Send to Salvation Army, Shelter, SARA,; Host PAACEM (not MACAA, Hope House, Crossings)

**What is the role of your peer supporters? Is there a formal job description? Are peer supporters paid?**

- All of the roles other than the ED and the Program Coordinator are volunteer. Small group leaders, discussion leaders and mentors all volunteer their time.
- We have a 12 step program. Mastery allows you go be a guide and mentor. Supporters are not paid,
- There are incentives
- One person, no job description and no compensation
- Dual 1
  - Region 10 employed with description
  - Recovery no
- Dual 2
  - Haven employed
  - Recovery volunteer
- Respond to all and meet with them at church, and refer to community agencies
- PATH , WRAP; groups (anger management, peer support, relationships)

**What kind of training do peer supporters receive? Would additional training would be helpful? If yes, what?**

- There is one on one training tailored to the needs and experience levels of the volunteers. The course work is based on the Workshop in Business Opportunities (WIBO) that was developed by a similar organization in New York. Group leaders and discussion leaders follow the curriculum.
- We have a 12 step program. Mastery allows you go be a guide and mentor. Supporters are not paid, No need for further training,
- We do not train; we assume their success is what they offer. I can see a great need for training for peer networks.
- None; relies on peer group experience
- Motivational Interviewing ; peer supports need formal training; Peer Leadership Institute Recovery Training (highly recommended)
- MI and peer support; can't train another; too much on the job
- I and R; Bible
- In-house and based on 12 step; do not need training
- Vetted by church; theology first, based on 1<sup>st</sup> Timothy, Thessalonians 1 and 2; would like to learn more about talking about drug addiction, sex addiction, abortion, etc.

- Mentor handbook, group facilitation, basic support skill; want MI, first aid, MH first aid
- How to vet beneficiaries to learn if they really want services rather than “manipulating the system”

**How do peer supporters learn about resources? Is there a mechanism for providing feedback to resource providers?**

- Mentors and workgroup leaders are generally knowledgeable people. The staff supports them and develops necessary tools.
- Probation and parole reach out to see if people are coming and making progress
- When things go well and not well there is usually feedback; neutral is rarely reported. Sometimes people are resistant to change
- Experience and local knowledge; uses various resource handbooks
- Experience and local knowledge; street sheet and UW
- Only send to those they trust ; leaders are in the know
- Would like more formal feedback mechanism
- From peers

**What are the biggest barriers to accessing services? Biggest gaps?**

- Technology. Computer skills- email, Excel. Language- some students are foreign language speakers who struggle with English. Family support. Child care. Transportation. Full time jobs.
- Difficult to make change if they don't show up.
- Some people are hesitant because of unsuccessful or ineffective relationships or broken trust. We lack peer support programs. We need more diversity and more peer groups.
- Lack of motivation of individuals to seek services; Housing and employment.
- Lack of insurance; substance abuse/crisis stabilization
- Keeping the person focused while waiting for the agency to get focused
- Lack of knowledge of policy (Salvation Army, MACAA, DSS)
- Money; transportation; having to repeat story

**How do you interact with other peer networks? Is there overlap, resource sharing, and peer sharing?**

- Look for opportunities to connect to the Chamber, mini conferences.
- Churches; competition from organizations that think you will steal their women.
- We want our peers to help with Job for Life a faith –based program. AmeriCorps members serve other networks and clients.
- None; we are more in depth
- Nothing formal but it is needed

- Within peer group
- Informally
- Informal

**Would you have an interest in a resource data base for peer supporters to provided information about services and an opportunity to provide feedback?**

- Sure. The more ways there are to make information accessible, the better. It's difficult to find the time to make referrals.
- Yes, but it needs to be up to date
- Maybe, I would rather talk to a person who knows resources
- Yes
- Yes
- No; maybe if real time
- Yes

**Motivational Interviewing:**

Motivational Interviewing is an evidence-based intervention. “Motivational interviewing is a collaborative, person-centered form of guiding to elicit and strengthen motivation for change”. Motivational interviewing evolved from the addiction field. Now it applies to numerous behavior change areas: mental health; co-occurring disorders\ dual diagnosis; primary health care -includes diabetes, weight change, nutrition, medication adherence, HIV; gambling; smoking; substance abuse disorders; criminal justice clients, etc. It is practiced with adults and adolescents.

**Mental Health First Aid:**

Mental Health First Aid is an evidence-based strategy. It is an 8-hour course that teaches you how to help someone who is developing a mental health problem or experiencing a mental health crisis. The training helps you identify, understand, and respond to signs of mental illnesses and substance use disorders.

**Consumer-Operated Services Evidence-Based Practices**

The federal Substance Abuse & Mental Health Services Administration (SAMHSA) offers a free comprehensive evidence-based curriculum for consumer operated services. The training provides tools for developing mental health services that are owned and operated by people who have personal experience living with a psychiatric disorder. This training can be provided by existing organizations following the manual and materials provided or consultants can be hired to conduct the training.

**McShin Institute Peer Leadership Institute Recovery Training**

This Richmond-based training was mentioned by several interviewees. Focusing on substance abuse, the Institute provides a 16 hour course in peer leadership. While we could not find information on the evidence-base of the program, it was one of five organizations nationwide to be accredited by The Council on Accreditation of Peer Recovery Support Services (CAPRSS).

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CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	May 19, 2014
Action Required:	Report
Presenter:	James E. Tolbert, AICP, Director
Staff Contacts:	James E. Tolbert, AICP, Director
<b>Title:</b>	<b>Update on Road Projects – Belmont Bridge, 250 Interchange, Old Lynchburg Road, Route 29 Solutions</b>

City Councilors have asked several questions regarding the status of road projects currently underway. This memo is an update of the project status along with answers to specific questions.

Belmont Bridge – Two informational meetings were held on April 23<sup>rd</sup> and May 8<sup>th</sup> to present the two bridge options and the underpass option to the public. The purpose of those meetings was to provide information so citizens can be prepared to present informed opinions at the City Council public hearing on June 16<sup>th</sup>.

Attached is a copy of the approved VDOT Six Year Plan sheet showing Belmont Bridge with funded amounts as follows:

	Estimated Cost <u>(thousands)</u>	<u>Schedule</u>
Preliminary Engineering	\$753,000	Complete
Right-of-Way	500,000	FY'2015
Construction	13,213	FY'2015
Total	14,466	

While funds are committed, there remains a shortfall for all solutions, including the original design.

250 Interchange – The 250 Interchange project is well underway. All utility work should be completed in the next 120 days and complete attention can turn to the bridge construction. The scheduled completion date is July 2, 2015 but there is hope that it will be complete before that time. Project highlights coming up, with an estimated timeframe are below:

Milestones

Landscaping – 1 <sup>st</sup> Phase	May 2014
Utility relocations complete	August 2014
McIntire Rd. Reconstructed (South of 250, Includes Harris intersection)	August 2014
Dogwood Vietnam Memorial Reconstruction	Summer/Fall 2014
Bridge Construction Complete	Late 2014/Early 2015
Landscaping – 2 <sup>nd</sup> Phase 2015	Early
Project Completion	Summer 2015

Below are specific answers to questions.

Original Project Budget (This includes design, Right-of-way and utility work by others	\$36,065,842
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The project budget is broken down as follows:

Preliminary Engineering	\$ 6,266,729.21
Right-of-Way	\$ 1,750,000.00
Construction	\$28,049,112.94*

\*Construction line includes the following:

Current Charge Orders	\$ 278,000
Inspection/construction Man.	\$3,400,000
Private Utility Relocation	\$ 350,000
VDOT Oversight	\$ 300,000

Bids on the project were as follows:

General Excavation, Inc.	\$20,377,121.59
Faulconer Construction Company	\$21,454,805.00
American Infrastructure – VA, Inc.	\$21,496,500.00
Branch Highways, Inc.	\$24,744,964.85
W. C. English, Inc.	\$24,815,428.33

### Payment Approval Chain

1. Contractor (GEI)
2. Construction Manager Consultants (RK&K)
3. City Project Manager (Jeanette Janiczek)
4. Finance Department (Monica Brumfield)

### Change Order Approval Chain

#### Project Funded

1. Contractor (General Excavation)
2. Construction Management Consultant (Rummel, Klepper, Kahl)
3. Urban Construction Initiative Program Manager (myself)
4. Virginia Department of Transportation Area Construction Engineer

#### City Funded

1. Contractor (General Excavation Inc.)
2. Construction Management Consultant (Rummel, Klepper, Kahl)
3. Urban Construction Initiative Program Manager (myself)
4. Department funding Change Order (ex. Public Utilities)

Attached is a list of all change orders with the reason for the change and the total amount with whether it is funded by the project or by City funds. If City funds the vast majority of those were utilities funds.

Old Lynchburg Road – The Old Lynchburg Road project is nearing completion. It is anticipated that Vess Construction will be on site making final completion of items with an anticipated construction time of 21 days. The work that will be performed by Vess is as follows:

- Modify and adjust (lower variable depths) 6 DI-2B grate tops, 4 drop inlets along the fence line of Fry’s Spring Beach Club fence and 2 near Middleton Lane. These slopes are to match the remaining street cross slopes to ensure positive drainage. Replace surrounding pavement area to create smooth transitions for traveling public.
- Modify (move grate next to curb face) and adjust (lower approximately 1.5”) DI-1 grate top adjacent to 301 Middleton Lane (on OLR side of corner lot) to allow street storm water runoff to enter. Replace surrounding asphalt pavement area to create smooth transitions for traveling public, create a crowned street cross section and ensure positive drainage to inlets.

- Replace 1' x 2' wide asphalt strips in front of drop inlets #103-4, 105-4, and lower DI concrete throat lip, by grinding as needed, to create a "local depression".
- Finish stone grade, compact and place 2" of SM 9.5A asphalt surface mix 5' wide x 40' long within Parks and Recreation trail easement, near flashing lights at pedestrian cross walk. Remove and replace 50' block section of sidewalk and after installing a Neenah trough drain to drain area behind sidewalk to street. Install 20' CG-2 curb along back of sidewalk and trail corner to collect old street runoff.
- Install and stake in 30' of treated 6" x 6" timber curbing along the back edge of the parallel driveway at 229 OLR.
- Repair damaged step to secure handrail at 118 OLR.

In addition Snow's Nursery has completed the final installation of trees and seeded additional grass with additional topsoil. Specific work includes:

- One new dogwood in front of 205 and 225 OLR.
- At 207 OLR the shade tree will be replaced with a dogwood and the shade tree will be moved to the BMP.
- Three additional dogwoods will be planted on the Northwest corner of Middleton and OLR.
- At 213 OLR additional topsoil and seed will be placed along a portion of the old silt fence line to create a smoother transition.

City staff decided that due to issues with the quality of the work by our contractor, his contract would be terminated and we would use Vess and Snow's to complete the remaining work. This was done and his contract adjusted accordingly.

Bids for this work were received from our three on-call contractors. Those bids were:

A. G. Dillard	\$58,462.00
Linco, Inc.	\$59,874.25
Vess Exvacating	\$54,229.00

Specific questions regarding the Old Lynchburg Road are addressed below:

Project Budget (includes design, right-of-way, Construction)	\$3,500,000.00
Engineering Fee	\$ 680,649.00
Bid	\$1,245,087.42

The reason that bids were so much less than the estimate is that Council decided not to extend the project from Middleton to Azalea Park at the request of the neighborhoods.

The following bids were submitted with the bid amounts as shown.

Finley Asphalt and Sealing	\$1,245,087.42
Faulconer	\$1,664,014.00
Messer	\$1,741,343.00
Linco	\$1,314,874.00
A. G. Dillard	\$1,596,789.90

The project manager for this project is City Engineer, Tony Edwards. He approves all change orders and pay requests. Pay requests are also reviewed by personnel in the Finance Department. AECOM, the project engineering firm reviewed change order requests.

Attached are a listing of all project expenditures and a copy of the sign-off page from a pay request.

Route 29 Solutions – On May 8<sup>th</sup> the final meeting of the Route 29 Solutions Advisory Panel was held. At that meeting, Mr. Schucet presented his recommended improvement programs as shown below:

- SYIP Programmed Projects (Cost to Complete)
- Best Buy Ramp \$ 6M
  - Hillsdale Dr. Extension \$16M
  - Route 29 Widening, Polo Grounds to Town Center Dr. \$18M
  - Adaptive Signal Time Improvements \$ 3M
- Proposed Construction Program
- Hillsdale Dr. Extension to Holiday Dr. \$10M
  - Berkmar Dr. Extension \$54M
  - Route 29/Rio Road Grade Separated Intersection \$81M
- Preliminary Engineering (PE) Only
- Route 29/Hydraulic Rd. Grade Separated Intersection \$10M

Amtrak Regional Service – Lynchburg to D.C.  
(Fund 25% of Additional Trainset)

Total Concept Package = \$203M

His plan was to present this to the Commonwealth Transportation Board on May 13<sup>th</sup> for discussion and then at the June CTB meeting for approval.

Our two Advisory Group members, Mayor Huja and Councilor Szakos will be able to speak in more detail at the meeting.

JET:sdp





## Six-Year Improvement Program

Home User's Guide About

All Projects Major Projects MPO Fund Reports

### Line Item Details

#### Project Summary

UPC	75878
Project	RTE 20 - BRIDGE REPLACEMENT
Scope of Work	Bridge Replacement w/o Added Capacity
Description	FROM: GARRETT STREET/LEVY AVENUE TO: EAST MARKET STREET
Report Note	Urban Construction Initiative Project - Matching funds included in quarterly payment. No Local Match per 2005 Budget Amendment.
Fund Source	BR

#### Project Location

District	Culpeper	Jurisdiction	Charlottesville
Road System	Urban	Length	0.3000 MI
Route	0020	Street	9TH STREET NE
MPO Area	Charlottesville		

#### Estimates & Schedule

	Estimated Cost (Thousands)	Schedule
Prelim. Eng. (PE)	\$753	Complete
Right of Way (RW)	\$500	FY2015
Construction (CN)	\$13,213	FY2015
<b>Total Estimate</b>	<b>\$14,466</b>	

#### Required Allocations

Fund Sources	Previous	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	Required
	Allocations							After FY2020
Values in Thousands of Dollars								
(X)Local Project Contributions: State Match	\$662	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CTB Formula: Bridge - Federal	\$0	\$1,060	\$0	\$0	\$0	\$0	\$0	\$0
CTB Formula: Bridge - Soft Match	\$0	\$265	\$0	\$0	\$0	\$0	\$0	\$0
CTB Formula: Bridge - State	\$0	\$850	\$3,111	\$3,075	\$0	\$0	\$0	\$0
Federal Formula STP: Federal	\$748	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Local Project Contributions: Local	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Sharing Funds: Local Match	\$1,461	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Sharing Funds: State Match	\$1,461	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Urban Formula: Federal	\$575	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Urban Formula: Federal	\$1,123	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Urban Formula: Federal	\$69	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Funding</b>	<b>\$6,104</b>	<b>\$2,175</b>	<b>\$3,111</b>	<b>\$3,075</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

	Project Funded	City Funded	Need
Gas Building Temporary Electrical Service	2,001.73		Building D-3 which energized Build D-2 was to be demolished first. Electrical service for D-2 needed to be relocated.
CARS Temporary Electrical Service	2,462.25		Exterior electrical service panel relocated to provide room for construction while maintaining service.
Pre-Blasting Surveys	4,289.08		Increased limits beyond contract requirements to cover church & historical properties.
NS Sanitary Sewer Lowering MH #16 -23	-	19,574.28	Pipe's vertical alignment adjusted to "flatten" the slope between manholes
NS Sanitary Sewer Lowering MH #13A & 22A	-	16,489.59	Pipe's vertical alignment adjusted to "flatten" the slope between manholes and adjust drop connection
Additional Signal Preemption Detection	20,355.35		New signals fitted for Opticom GPS for CARS. Added infrared preemption equipment to serve existing units for police & fire.
Remove/Relocate 12" Gas Main	9,985.49		To ensure new gas line has appropriate amount of cover @ temporary tie-in of Hillcrest and 250.
Gas Building Additional Features & Electrical	22,202.27		Added Louvers & Wall Opening Kits, Push Panic devices, additional ridge ventilator & electrical work.
GeoGrid for Storm Trenchs	3,865.12		Remediation for storm water trenches to provide adequate foundation in "bad" soil.
6" Gas Line along 250EB off ramp at McIntire	16,024.42		To ensure gas line has appropriate amount of cover. Change in sequence of construction resulted in conflict.
MH#8	24,755.39		Design to connect 3 service laterals discovered in field.
12" Sanitary Sewer Crossing McIntire Rd & Harris Street	-	164,435.15	Relocated 12" sewer line outside project limits to eliminate aerial crossing over Schenk's Branch
Raise Gas Building	-	130,254.00	Raised Gas Building 3' in elevation
City Mix Concrete	67,261.23		Added Omaha Tan colored dye to concrete to match City Standard.
Guardrail Terminals	4,882.10		Added end treatments to west end of guardrails.
Park Street Signal Revision	5,250.69		Mast arms adjusted to avoid conflict with overhead utilities.
Waterline - Northern Tie-In	545.85		Removed proposed 18" Tee with 18" Long Solid Sleeve.
Double Taps	62,000.00		Added additional tapping step to keep old regulator station in service until new station was tested
Conductor Cable & Electrical Cable	10,500.00		Added luminaire wiring. Signal power sources relocated which resulted in need for heavier wire.

Waterstops	1,180.05		Add 6" & 9" waterstops to bridge.
Relocate Juntions Boxes/Conduit	~2,000		Luminaires for mast arms need to be routed through separate junction boxes.
Relocate Pump Around	~17,000		Adjustment due to southern MH on McIntire Road project not being according to plan - required additional MH.
Temporary Pavement Markers	~1,500		Add one way pavement markers for ramps - temporary condition.
8" Water Main across Rte 250		Waiting on Pricing	Reinstitute redundant water loop along Park Street
	278,061.02	330,753.02	

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702/CMa

**CONSTRUCTION MANAGER-ADVISER EDITION**

PAGE 1 OF 4

PAGES

**TO OWNER:**

City of Charlottesville, Ofc of City Engineer  
PO Box 911, 610 E. Market Street  
Charlottesville, VA 22902

**PROJECT:**

Old Lynchburg Rd - SW, Safety, Drainage  
IFB - Old Lynchburg Road/13-35  
Charlottesville, VA

**APPLICATION NO:** 7 - REV2

App Date: 09/06/13

**PERIOD TO:** 07/31/13

**PROJECT NO:** IFB - OLR/13-35

**Distribution to:**

- OWNER
- CONSTRUCTION MANAGER
- ARCHITECT
- CONTRACTOR

**FROM CONTRACTOR:**

Finley Asphalt and Sealing, Inc.  
9105 Industry Drive  
Manassas Park, VA 20111  
**CONTRACT FOR:**

**VIA CONSTRUCTION MANAGER:**  
**VIA ARCHITECT:**

**CONTRACT DATE:**

11/19/12

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,245,087.42
2. Net change by Change Orders	\$	38,802.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,283,889.42
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,260,320.26
<b>5. RETAINAGE:</b>		
a. 5 % of Completed Work (Column D + E on G703)	\$	63,016.01
b. 5 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	63,016.01
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	1,197,304.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	867,473.19
8. CURRENT PAYMENT DUE	\$	329,831.06
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	86,585.17

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 338,576.00	
Total approved this Month	\$ 226.00	
<b>TOTALS</b>	<b>\$ 38,802.00</b>	<b>\$ 0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$ 38,802.00</b>	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By: *[Signature]*  
J. Erick Finley, CE  
State of: Virginia  
Subscribed and sworn to before me  
Notary Public: *[Signature]*  
My Commission expires:

**CERTIFICATE FOR**

In accordance with the Contract E comprising this application, the C Owner that to the best of their kn progressed as indicated, the quali Documents, and the Contractor is

**AMOUNT CERTIFIED**

(Attach explanation if amount ce figures on this Application and c amount certified.)

**CONSTRUCTION MANAGER**

By: \_\_\_\_\_

By: \_\_\_\_\_

This Certificate is not negotiable Contractor named herein. Issued prejudice to any rights of the C

*Brenda 9-27-13*

*Please proceed pay request # 7-REV2 OLD LYNCHBURG RD PO 4500159 254 as soon as possible Thank you! Tony*

Expenditure Detail  
P-00511 Old Lynchburg Road  
Year to Date  
As of January 23, 2014

Vendor	Vendor Name	Prd	WBS Elem.	RefDocNo	Cmnt Item	CI text	Text	Purchase Order	Posting Date	Amount
5922	CHARLOTTESVILLE CIRCUIT COURT	012	P-00511	3000289554	530010	Professional Serv			06/05/2012	41.00
MISC1TIME	ROBERT NOWELL SR	012	P-00511	3000289555	530010	Professional Serv	*CONVEYANCE		06/05/2012	2,000.00
5922	CHARLOTTESVILLE CIRCUIT COURT	012	P-00511	3000292054	530010	Professional Serv			06/25/2012	50.67
MISC1TIME	CHRIS WOODS	001	P-00511	3000296846	530010	Professional Serv	*110 OLD LYNCHBURG RD		07/31/2012	1,800.00
16752	Wells Fargo Bank NA	002	P-00511	3000298909	530010	Professional Serv			08/13/2012	350.00
MISC1TIME	CHRISTOPHER WOODS	002	P-00511	3000299097	530010	Professional Serv	*ROW-OLD LYNCHBURG ROAD		08/14/2012	1,316.00
MISC1TIME	JOSEPHINE CLIFTON VEST	002	P-00511	3000299100	530010	Professional Serv	*ROW-OLD LYNCHBURG ROAD		08/14/2012	2,858.00
MISC1TIME	ANITA WASHINGTON	002	P-00511	3000299103	530010	Professional Serv	*ROW-OLD LYNCHBURG ROAD		08/14/2012	676.00
MISC1TIME	SARAH HENNINGER	002	P-00511	3000299148	530010	Professional Serv	*ROW-OLD LYNCHBURG ROAD		08/14/2012	4,800.00
MISC1TIME	ANITA WASHINGTON	002	P-00511	3000299987	530010	Professional Serv	*ROW-OLD LYNCHBURG ROAD		08/21/2012	(676.00)
MISC1TIME	CHRIS WOODS	002	P-00511	3000300045	530010	Professional Serv	*110 OLD LYNCHBURG RD		08/22/2012	(1,800.00)
MISC1TIME	BOBBY R MCCAULEY	002	P-00511	3000300906	530010	Professional Serv	*ROW-120 LYNCHBURG ROAD		08/29/2012	2,292.00
MISC1TIME	CHARLES G TOLTON	003	P-00511	3000301716	530010	Professional Serv	*126 OLD LYNCHBURG ROAD		09/05/2012	640.00
MISC1TIME	PNC MORTGAGE BANK	003	P-00511	3000303193	530010	Professional Serv	*RIGHT OF WAY ON JPA		09/17/2012	3,000.00
		002	P-00511	8000096694	530100	Travel	BOA REIMB.PRRTL.REL.ADMIN F/		08/24/2012	(100.00)
		005	P-00511	1000015631	530350	Freight	OLR pmt to Bank		11/30/2012	676.00
		005	P-00511	1000015633	530350	Freight	reclass fedex charges to OLR PO 45-153925		11/30/2012	136.57
REIMB	MS. JOSEPHINE CLIFTON VEST	007	P-00511	3000360688	530670	Other Contractual Se	*R/F POWERWASH TO HOUSE		01/16/2014	180.00
5922	CHARLOTTESVILLE CIRCUIT COURT	010	P-00511	3000327112	541011	Cap Purchase-Dir			04/16/2013	258.00
1101593	TITLE SERVICES LC	010	P-00511	3000327115	541011	Cap Purchase-Dir			04/16/2013	988.68
MISC1TIME	FRY'S SPRING BEACH CLUB	010	P-00511	3000328169	541011	Cap Purchase-Dir	*FRY'S SPRING BEACH CLUB-PROPERTY PURCHASE		04/18/2013	257,409.00
3426	HAYES,SEAY,MATTERN, & MATTERN INC	004	P-00511	5000081989	530010	Professional Serv		4500071951	10/17/2008	11,330.00
3426	HAYES,SEAY,MATTERN, & MATTERN INC	007	P-00511	5000087979	530010	Professional Serv		4500071951	01/26/2009	8,919.00
3426	HAYES,SEAY,MATTERN, & MATTERN INC	007	P-00511	5000087987	530010	Professional Serv		4500071951	01/26/2009	9,089.00
3426	HAYES,SEAY,MATTERN, & MATTERN INC	007	P-00511	5000087991	530010	Professional Serv		4500071951	01/26/2009	10,667.00
3426	HAYES,SEAY,MATTERN, & MATTERN INC	008	P-00511	5000089431	530010	Professional Serv		4500071951	02/17/2009	11,418.00
3426	HAYES,SEAY,MATTERN, & MATTERN INC	009	P-00511	5000091720	530010	Professional Serv		4500071951	03/20/2009	5,496.00
3426	HAYES,SEAY,MATTERN, & MATTERN INC	010	P-00511	5000094044	530010	Professional Serv		4500071951	04/24/2009	1,066.00
3426	HAYES,SEAY,MATTERN, & MATTERN INC	012	P-00511	5000096438	530010	Professional Serv		4500071951	06/02/2009	13,258.00
3426	HAYES,SEAY,MATTERN, & MATTERN INC	001	P-00511	5000100406	530010	Professional Serv		4500071951	07/27/2009	30,389.00
3426	HAYES,SEAY,MATTERN, & MATTERN INC	001	P-00511	5000100456	530010	Professional Serv		4500071951	07/28/2009	1.00
3426	HAYES,SEAY,MATTERN, & MATTERN INC	002	P-00511	5000101725	530010	Professional Serv		4500071951	08/14/2009	3,308.00
3426	HAYES,SEAY,MATTERN, & MATTERN INC	004	P-00511	5000105447	530010	Professional Serv		4500071951	10/08/2009	2,855.00
3426	HAYES,SEAY,MATTERN, & MATTERN INC	005	P-00511	5000107596	530010	Professional Serv		4500071951	11/12/2009	2,333.00
3426	HAYES,SEAY,MATTERN, & MATTERN INC	007	P-00511	5000110873	530010	Professional Serv	processed under reassignment ltr	4500071951	01/07/2010	(2,333.00)
2747	SUNTRUST BANKS INC BANKCARD	006	P-00511	5000109891	520500	Food Supplies		4500097304	12/17/2009	54.11
2771	THE DAILY PROGRESS	006	P-00511	5000110074	530120	Advertising		4500097508	12/24/2009	1,603.68
13665	AECOM TECHNICAL SERVICES INC	007	P-00511	5000110982	530010	Professional Serv		4500098173	01/11/2010	18,920.00
13665	AECOM TECHNICAL SERVICES INC	008	P-00511	5000112531	530010	Professional Serv		4500098173	02/04/2010	3,708.00
13665	AECOM TECHNICAL SERVICES INC	008	P-00511	5000113305	530010	Professional Serv		4500098173	02/18/2010	2,896.00
13665	AECOM TECHNICAL SERVICES INC	012	P-00511	5000122530	530010	Professional Serv		4500098173	06/30/2010	3,636.00
13665	AECOM TECHNICAL SERVICES INC	002	P-00511	5000126143	530010	Professional Serv		4500098173	08/24/2010	7,952.00
13665	AECOM TECHNICAL SERVICES INC	008	P-00511	5000137590	530010	Professional Serv		4500098173	02/15/2011	4,288.00
13665	AECOM TECHNICAL SERVICES INC	008	P-00511	5000137912	530010	Professional Serv		4500098173	02/18/2011	8,127.00
13665	AECOM TECHNICAL SERVICES INC	009	P-00511	5000140004	530010	Professional Serv		4500098173	03/25/2011	15,000.00
13665	AECOM TECHNICAL SERVICES INC	010	P-00511	5000141823	530010	Professional Serv		4500098173	04/25/2011	14,000.00
13665	AECOM TECHNICAL SERVICES INC	011	P-00511	5000143685	530010	Professional Serv		4500098173	05/24/2011	13,018.00

13665	AECOM TECHNICAL SERVICES INC	012	P-00511	5000145149	530010	Professional Serv		4500098173	06/15/2011	2,641.00
13665	AECOM TECHNICAL SERVICES INC	001	P-00511	5000147859	530010	Professional Serv		4500098173	07/26/2011	9,413.00
13665	AECOM TECHNICAL SERVICES INC	002	P-00511	5000149218	530010	Professional Serv		4500098173	08/11/2011	24,998.00
13665	AECOM TECHNICAL SERVICES INC	003	P-00511	5000151921	530010	Professional Serv		4500098173	09/21/2011	12,602.00
13665	AECOM TECHNICAL SERVICES INC	005	P-00511	5000154698	530010	Professional Serv		4500098173	11/02/2011	16,975.00
13665	AECOM TECHNICAL SERVICES INC	006	P-00511	5000157681	530010	Professional Serv		4500098173	12/19/2011	40,732.00
13665	AECOM TECHNICAL SERVICES INC	007	P-00511	5000158873	530010	Professional Serv		4500098173	01/11/2012	1,487.00
13665	AECOM TECHNICAL SERVICES INC	008	P-00511	5000161434	530010	Professional Serv		4500098173	02/17/2012	815.00
13665	AECOM TECHNICAL SERVICES INC	009	P-00511	5000163622	530010	Professional Serv		4500098173	03/26/2012	10,040.00
13665	AECOM TECHNICAL SERVICES INC	010	P-00511	5000165349	530010	Professional Serv		4500098173	04/19/2012	7,202.00
13665	AECOM TECHNICAL SERVICES INC	011	P-00511	5000167253	530010	Professional Serv		4500098173	05/18/2012	42,079.00
13665	AECOM TECHNICAL SERVICES INC	012	P-00511	5000169812	530010	Professional Serv		4500098173	06/29/2012	2,869.00
13665	AECOM TECHNICAL SERVICES INC	012	P-00511	5000170384	530010	Professional Serv		4500098173	06/30/2012	9,636.00
13665	AECOM TECHNICAL SERVICES INC	002	P-00511	5000173304	530010	Professional Serv	OLR Sidewalk, Drainage & Safety Project	4500098173	08/20/2012	1,784.00
13665	AECOM TECHNICAL SERVICES INC	003	P-00511	5000174973	530010	Professional Serv	OLR Sidewalk, Drainage & Safety Project	4500098173	09/14/2012	10,602.00
13665	AECOM TECHNICAL SERVICES INC	004	P-00511	5000177584	530010	Professional Serv	OLR Sidewalk, Drainage & Safety Project	4500098173	10/25/2012	2,918.00
13665	AECOM TECHNICAL SERVICES INC	005	P-00511	5000178450	530010	Professional Serv	OLR Sidewalk, Drainage & Safety Project	4500098173	11/07/2012	1,459.00
13665	AECOM TECHNICAL SERVICES INC	006	P-00511	5000180433	530010	Professional Serv	OLR Sidewalk, Drainage & Safety Project	4500098173	12/10/2012	3,879.00
13665	AECOM TECHNICAL SERVICES INC	007	P-00511	5000182422	530010	Professional Serv	OLR Sidewalk, Drainage & Safety Project	4500098173	01/14/2013	6,534.00
13665	AECOM TECHNICAL SERVICES INC	008	P-00511	5000184791	530010	Professional Serv	OLR Sidewalk, Drainage & Safety Project	4500098173	02/21/2013	3,649.00
13665	AECOM TECHNICAL SERVICES INC	009	P-00511	5000185996	530010	Professional Serv	OLR Sidewalk, Drainage & Safety Project	4500098173	03/12/2013	2,069.00
13665	AECOM TECHNICAL SERVICES INC	009	P-00511	5000185996	530010	Professional Serv	Construction Administration	4500098173	03/12/2013	2,346.00
13665	AECOM TECHNICAL SERVICES INC	011	P-00511	5000189471	530010	Professional Serv	OLR Sidewalk, Drainage & Safety Project	4500098173	05/07/2013	3,311.00
13665	AECOM TECHNICAL SERVICES INC	011	P-00511	5000189471	530010	Professional Serv	Construction Administration	4500098173	05/07/2013	1,327.00
13665	AECOM TECHNICAL SERVICES INC	011	P-00511	5000189658	530010	Professional Serv	OLR Sidewalk, Drainage & Safety Project	4500098173	05/09/2013	1,396.00
13665	AECOM TECHNICAL SERVICES INC	011	P-00511	5000189658	530010	Professional Serv	Construction Administration	4500098173	05/09/2013	1,411.00
13665	AECOM TECHNICAL SERVICES INC	012	P-00511	5000192821	530010	Professional Serv	OLR Sidewalk, Drainage & Safety Project	4500098173	06/26/2013	8,302.00
13665	AECOM TECHNICAL SERVICES INC	012	P-00511	5000192821	530010	Professional Serv	Construction Administration	4500098173	06/26/2013	2,991.00
13665	AECOM TECHNICAL SERVICES INC	001	P-00511	5000194765	530010	Professional Serv		4500098173	07/25/2013	6,437.00
13665	AECOM TECHNICAL SERVICES INC	001	P-00511	5000194765	530010	Professional Serv		4500098173	07/25/2013	3,665.00
13665	AECOM TECHNICAL SERVICES INC	003	P-00511	5000197781	530010	Professional Serv		4500098173	09/09/2013	7,415.00
13665	AECOM TECHNICAL SERVICES INC	003	P-00511	5000197781	530010	Professional Serv		4500098173	09/09/2013	3,963.00
13665	AECOM TECHNICAL SERVICES INC	004	P-00511	5000200908	530010	Professional Serv		4500098173	10/21/2013	1,837.00
13665	AECOM TECHNICAL SERVICES INC	004	P-00511	5000200908	530010	Professional Serv		4500098173	10/21/2013	681.00
13665	AECOM TECHNICAL SERVICES INC	006	P-00511	5000203402	530010	Professional Serv		4500098173	12/03/2013	1,656.00
13665	AECOM TECHNICAL SERVICES INC	007	P-00511	5000205723	530010	Professional Serv		4500098173	01/09/2014	4,476.00
2747	SUNTRUST BANKS INC BANKCARD	009	P-00511	5000139285	530105	Meals		4500122568	03/15/2011	18.00
459	T & N PRINTING	012	P-00511	5000145298	530050	Printing/Duplicating		4500128046	06/17/2011	28.80
459	T & N PRINTING	005	P-00511	5000155930	530050	Printing/Duplicating		4500137154	11/18/2011	148.50
459	T & N PRINTING	007	P-00511	5000159425	530050	Printing/Duplicating		4500140181	01/19/2012	54.00
7786	W. C. Porter Associates, Inc.	008	P-00511	5000160191	530010	Professional Serv		4500140742	02/01/2012	3,800.00
2747	SUNTRUST BANKS INC BANKCARD	008	P-00511	5000160490	520030	Postage		4500141118	02/06/2012	44.11
16564	Roger W. Ray & Assoc., Inc	008	P-00511	5000160644	530010	Professional Serv		4500141280	02/08/2012	710.00
1384	BURRUSS SIGNS INC	008	P-00511-03	5000161586	530010	Professional Serv		4500142105	02/22/2012	1,184.00
1215	BIG O TREE & LAWN SERVICES INC	009	P-00511	5000162258	530600	Tree Maint Contr		4500142132	03/06/2012	14,850.00
1215	BIG O TREE & LAWN SERVICES INC	009	P-00511	5000163763	530600	Tree Maint Contr		4500143363	03/27/2012	25,220.00
1215	BIG O TREE & LAWN SERVICES INC	009	P-00511	5000163764	530600	Tree Maint Contr		4500143363	03/27/2012	2,785.00
3107	BANK OF AMERICA	009	P-00511	5000163652	530010	Professional Serv		4500143957	03/26/2012	350.00
16752	Wells Fargo Bank NA	009	P-00511	5000163772	530100	Travel		4500144045	03/27/2012	350.00
7786	W. C. Porter Associates, Inc.	011	P-00511	5000167145	530010	Professional Serv		4500146986	05/17/2012	1,600.00
16752	Wells Fargo Bank NA	011	P-00511	5000167459	530100	Travel		4500147262	05/23/2012	350.00
16752	Wells Fargo Bank NA	001	P-00511	5000171864	530100	Travel	partial release of loan	4500151001	07/30/2012	484.00
7786	W. C. Porter Associates, Inc.	002	P-00511	5000173986	530010	Professional Serv	Appraisal for 2601 Jefferson Park Avenue	4500152854	08/30/2012	1,600.00



459	T & N PRINTING	003	P-00511	5000175316	530050	Printing/Duplicating	Old Lynchburg Rd Design Plans	4500153971	09/18/2012	94.50
2771	THE DAILY PROGRESS	004	P-00511	5000176035	530120	Advertising	ADVERTISING -CLASSIFIED IN-COLUMN	4500154605	10/02/2012	57.85
459	T & N PRINTING	006	P-00511	5000180991	530050	Printing/Duplicating	Old Lynchburg Road Plans - 3 sets	4500158911	12/18/2012	135.00
17733	FINLEY ASPHALT & SEALING INC	008	P-00511	5000184748	530670	Other Contractual Se	Old Lynchburg Rd Project	4500159254	02/20/2013	46,362.05
17733	FINLEY ASPHALT & SEALING INC	010	P-00511	5000187924	530670	Other Contractual Se	Old Lynchburg Rd Project	4500159254	04/10/2013	86,113.48
17733	FINLEY ASPHALT & SEALING INC	011	P-00511	5000189907	530670	Other Contractual Se	Old Lynchburg Rd Project	4500159254	05/14/2013	124,232.26
17733	FINLEY ASPHALT & SEALING INC	011	P-00511	5000190643	530670	Other Contractual Se	Old Lynchburg Rd Project	4500159254	05/28/2013	148,074.59
17733	FINLEY ASPHALT & SEALING INC	012	P-00511	5000193723	530670	Other Contractual Se	Old Lynchburg Rd Project	4500159254	06/30/2013	342,583.56
17733	FINLEY ASPHALT & SEALING INC	003	P-00511	5000197648	530670	Other Contractual Se	Old Lynchburg Rd Project	4500159254	09/06/2013	149,241.73
17733	FINLEY ASPHALT & SEALING INC	003	P-00511	5000199299	530670	Other Contractual Se	Old Lynchburg Rd Project	4500159254	09/30/2013	347,190.59
2747	SUNTRUST BANKS INC BANKCARD	007	P-00511	5000182199	520500	Food Supplies	coffee for meeting	4500159970	01/10/2013	13.14
2747	SUNTRUST BANKS INC BANKCARD	011	P-00511	5000189774	520500	Food Supplies		4500166594	05/13/2013	188.00
1580	ORME FENCE COMPANY	012	P-00511	5000192027	530670	Other Contractual Se	Fry Spring Beach Club Fence Project	4500168633	06/14/2013	625.00
1580	ORME FENCE COMPANY	012	P-00511	5000192027	530670	Other Contractual Se	Fry Spring Beach Club Fence Project	4500168633	06/14/2013	3,171.00
1580	ORME FENCE COMPANY	012	P-00511	5000192027	530670	Other Contractual Se	Fry Spring Beach Club Fence Project	4500168633	06/14/2013	832.30
1580	ORME FENCE COMPANY	012	P-00511	5000192027	530670	Other Contractual Se	Fry Spring Beach Club Fence Project	4500168633	06/14/2013	1,440.00
1165	SNOW'S INC	006	P-00511	5000204271	530670	Other Contractual Se		4500176220	12/16/2013	5,930.00
2747	SUNTRUST BANKS INC BANKCARD	005	P-00511	5000202404	520990	Other Supplies		4500177625	11/13/2013	6.27

Total Expenditures	<u>2,053,360.44</u>
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CITY OF CHARLOTTESVILLE  
 P.O. BOX 911  
 CHARLOTTESVILLE, VA 22902  
 Phone (434)970-3860 Fax (434)970-3069  
 email: purchasing@charlottesville.org  
 www.charlottesville.org/purchasing

# Purchase order

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

### Vendor Address

FINLEY ASPHALT & SEALING INC  
 P O BOX 1710  
 MANASSAS VA 20108

### Information

PO Number 4500159254  
 Date 12/28/2012  
 Vendor No. 17733  
 Payment Terms Due immediately  
 Buyer/Phone Neighborhood Dev. 5 /  
 Delivery Date 12/21/2012  
 Incoterms FOB Dest. prepaid & allowed  
 FIN 54-600-1202  
 VA Tax Exempt ID 0000723169

### Ship To/Bill To:

NEIGHBORHOOD DEVELOPMENT SERVICES  
 CITY HALL, 7TH @ E. MARKET ST.  
 CHARLOTTESVILLE VA 22901  
 FAX: 434-970-3359

Item	Material/Description	Quantity	UM	Net Price	Net Amount
0010	<p>Old Lynchburg Road Safety, Sidewalk &amp; Drainage Project            OLD LYNCHBURG RD/13-35,            CO#1 approved 02/04/2013 to deduct chain link fence that will not be performed per COC. (\$8,510.00)            CO#2 approved 02/04/2013 to remove 3 additional large trees per COC. \$5,742.00            CO#3 approved 02/19/2013 to remove 1 large tree per COC \$2,499.00            CO#4 approved 02/26/2013 for contractor to provide and install screening evergreen tree per COC \$226.20            CO#5 approved 03/01/2013 for adjustments to the planting schedule, minor grading and providing safety bollards on access trail per COC \$464.00            CO#6 approved 03/08/2013 for additional equipment and time required to remove rock encountered while installing the storm sewer pipe. \$12,178.00            CO#7 approved 04/11/2013 for replacement of 6 water service lines. \$16,522.00            CO#8 approved 04/19/2013 for additional rip rap stone to prevent bank erosion. \$1,502.00            CO#9 approved 05/23/2013 to excavate around structure, furnish and install additional concrete to make field revision. \$1,271.00            CO#10 approved 04/02/2014 to excavate and break road. \$38,941.00</p> <p>Old Lynchburg Rd Project            Gross Price 1.00 /USD 1,301,400.62</p> <p>*** Item partially delivered ***            Project: P-00511</p>	1,301,400.620	USD	1.00	1,301,400.62
0020	Incentive	250,000.000	USD	1.00	250,000.00

NOTE: By accepting and performing this City of Charlottesville purchase order, the vendor agrees that the order is subject to the City's General Terms and Conditions for Purchase Orders, any Terms and Conditions set forth in the applicable solicitation (competitive sealed bidding and negotiations transactions) or request for quotations (small purchase transactions) and any Terms and Conditions added or otherwise incorporated by reference within a written contract of the parties. By accepting and performing this order, the vendor further agrees that the price(s) include shipping FOB destination unless otherwise stated herein. Terms and Conditions referenced above may be accessed by contacting the City's Purchasing Division or at www.charlottesville.org/purchasing.

SIGNATURE Jennifer Richard (COU) DATE 4/2/14  
 (Purchasing Agent)

**CITY OF CHARLOTTESVILLE, VIRGINIA  
CONTRACT FOR CONSTRUCTION AND RELATED SERVICES  
GENERAL CONTRACTOR'S FIXED PRICE FORM  
("BUILDER'S AGREEMENT")**

This contract for construction is entered into by and between:

OWNER: The City of Charlottesville, Virginia, P.O. Box 911, Charlottesville, Virginia, 22902

And

GENERAL CONTRACTOR: Finley Asphalt & Sealing, P. O. Box 1710, Manassas, Virginia, 20108

This Construction Contract is executed under seal and shall be effective as of the 19<sup>th</sup> day of November 2012.

**PROJECT IDENTIFICATION INFORMATION: OLD LYNCHBURD ROAD SAFETY, SIDEWALK AND DRAINAGE PROJECT.**

**Project Title:** OLD LYNCHBURD ROAD SAFETY, SIDEWALK AND DRAINAGE PROJECT.

**Project Location:** CHARLOTTESVILLE, VIRGINIA

**Project ID Number:** OLD LYNCHBURG RD/13-35

**General Project Description:**

OLD LYNCHBURD ROAD SAFETY, SIDEWALK AND DRAINAGE PROJECT.

**ADDRESSES and AUTHORIZED REPRESENTATIVES:** The addresses and authorized representatives of the Owner, the General Contractor and any Professional (e.g., Architect or Engineer) working with the City in connection with this Contract is as follows:

**OWNER:**

**Representative:** Mr. Tony Edwards, City Engineer, CFM  
**Mailing Address:** 610 East Market Street, Charlottesville, VA. 22902  
**Telephone:** 434-970-3992  
**Facsimile:** 434-970-3359  
**E-mail:** [Edwardst@charlottesville.org](mailto:Edwardst@charlottesville.org)

**GENERAL CONTRACTOR:**

**Representative:** J. Erick Finley, CEO  
**Mailing Address:** P. O. Box 1710, Manassas, Virginia 20108  
**Telephone:** 703-368-2289  
**Facsimile:** 703-330-6023  
**E-mail:** [Erick@finleyasphalt.com](mailto:Erick@finleyasphalt.com)  
**General Contractor's License No.** 2705-027606A

**PROFESSIONAL:**

**Name of Professional Firm:** AECOM Technical Services, Inc.  
**Representative:** Chad A. Van Hying, P.E.  
**Mailing Address:** 1315 Franklin Road SW, Roanoke, Virginia 24016  
**Telephone:** 540-857-3100  
**Facsimile:** 540-857-3180  
**E-mail:** [Chad.VanHying@aecom.com](mailto:Chad.VanHying@aecom.com)

"This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment."

## RECITALS

WHEREAS, the Owner intends to construct the Project and is engaging the General Contractor to perform certain labor, supervision and services and to provide certain equipment, goods and materials for the Project;

WHEREAS, the Owner and General Contractor each acknowledges that it will act in good faith in carrying out its duties and obligations;

WHEREAS, the Owner's engagement of the General Contractor is based upon the General Contractor's representations to the owner that it: (i) is experienced in the type of labor and services the Owner is engaging the General Contractor to perform; (ii) is authorized and licensed to perform the type of labor and services for which it is being engaged within the City to perform; (iii) is qualified, willing and able to perform labor and services for the Project; and (iv) has the expertise and ability to provide labor and services which will meet the Owner's objectives and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project; and

WHEREAS, the Owner and General Contractor each acknowledges that it has reviewed and familiarized itself with this Construction Contract, including the documents enumerated in Section Two, and agrees to be bound by the terms and conditions contained therein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

### SECTION ONE: GENERAL CONTRACTOR'S SCOPE OF WORK

A. The General Contractor shall furnish or cause to be furnished, and shall pay for out of the Contract Price: all management, supervision, financing, goods, products, materials, equipment, systems, labor, services, permits, licenses, construction machinery, water, heat, utilities, transportation and other facilities necessary for proper execution and completion of its scope of the Work, in accordance with all of the terms and conditions of this Contract for Construction.

B. The general nature of the scope of Work the General Contractor is to complete may briefly be described as follows:

### SECTION TWO: THE CONTRACT DOCUMENTS

A. This Construction Contract between the parties is comprised of the follow documents, all of which are incorporated herein as if set forth verbatim.

1. This form Builder's Agreement and all attached documents and appendices;
2. The General Terms and Conditions for Construction Contracts for the City of Charlottesville, Virginia, incorporated herein by reference;
3. Special Conditions included within the Owner's Invitation for Bids, if any;
4. Specifications included within the Project Manual dated August 2012;
5. The Construction Documents, Plans dated August 2012 and post-contract modifications thereto;
6. The bid submitted by the General Contractor and the lawful and valid modifications thereto, if any;
7. Any amendments or modifications executed by the Owner and General Contractor hereafter.

B. Documents not included or expressly contemplated or incorporated by reference in this Section Two do not, and shall not, form any part of this Construction Contract.

### SECTION THREE: TIME FOR PERFORMANCE

- A. **Commencement of Construction.** The General Contractor shall commence construction of its scope of the Work: December 17, 2012.
- B. **Substantial Completion.** The General Contractor shall accomplish Substantial Completion of its scope of the Work: On or before September 30, 2013.
- C. **Final Completion.** The General Contractor shall accomplish Final Completion of its scope of the Work: On or before November 30, 2013.
- D. The General Contractor shall, within ten (10) calendar days after execution of this Construction Contract, prepare and submit a Construction Schedule to the Owner and the Professional, in accordance with the requirements of the General Terms and Conditions (and any applicable Special Conditions) for this Contract.

### SECTION FOUR: PERSONNEL AND CONSULTANTS

- A. The General Contractor shall, within ten (10) calendar days after execution of this Construction Contract, prepare and provide to the Owner a Personnel Chart which lists by name, job category and responsibility the General Contractor's primary employees who will work on the Project. The General Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefor, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement. Under no circumstances shall the Owner be required to consent to a proposed replacement under circumstances where such replacement would result in an increase in the Contract Price.
- B. The General Contractor shall, within ten (10) calendar days after execution of this Construction Contract, prepare and provide to the Owner a list of the General Contractor's Subcontractors and Suppliers, listing by name and general Project responsibility each subcontractor and supplier who will be utilized by the General Contractor to provide goods or services with respect to the Project. The General Contractor shall not enter into any agreement(s) with any subcontractor(s) or supplier(s) to which the Owner raises a reasonable, timely objection. The General Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefor, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement. Under no circumstances shall the Owner be required to consent to a proposed replacement under circumstances where such replacement would result in an increase in the Contract Price.
- C. The Owner shall, within ten (10) calendar days after execution of this Construction Contract, prepare and provide to the Contractor a list, by name and general Project duties, of each consultant retained by the owner to provide services with respect to the Project. The Owner reserves the right to engage any other consultants which it may deem necessary or desirable.

### SECTION FIVE: COMPENSATION OF GENERAL CONTRACTOR

- A. The Owner shall pay and the General Contractor shall accept, as full and complete payment for the General Contractor's timely and complete performance of its obligations under this Construction Contract the **FIXED PRICE** of: \$1,245,087.42.
- B. Within ten (10) calendar days after execution of this Construction Contract, the General Contractor shall prepare and present to the Owner and the Professional the General Contractor's Compensation Schedule, to include a Schedule of Values for payment of the Contract Price on a lump sum basis.
- C. Upon receipt by the Owner of the General Contractor's invoice, properly prepared in accordance with the General Terms and Conditions for this Contract, the Owner shall pay to the General Contractor ninety-five percent (95%) of the total amount approved by the Professional, withholding the balance as retainage, unless there is a dispute about the amount of compensation due the General Contractor.
- D. If the General Contractor disputes a change order decision, then the General Contractor must give the Owner its written notice of dispute, including the reasons therefore, following the procedures set forth within the General Terms and Conditions for this Contract.

F. If liquidated damages are assessed pursuant to this Construction Contract, as authorized by the General Terms and Conditions, then such damages shall be calculated at the rate of \$1000.00 /dollars per calendar day. Incentives of \$500.00/day for each day completed in advance of the fixed completion date of November 30, 2013.

G. No payments will be made to the Contractor for work performed under this Construction Contract until after 15th each month.

#### SECTION SIX: SPECIFIC INSURANCE REQUIREMENTS

A. The General Contractor shall purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia insurance policies containing the following selected types of coverages and minimum limits of liability, protecting from claims which may arise out of or result from the General Contractor's performance or non-performance of services under this Construction Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the General Contractor or for whose acts it may be liable:

1. **Worker's Compensation, Disability Benefit, or similar employee benefit act coverage, and Employer's Liability Insurance** for the Contractor's employees engaged in the Work under this Contract, in accordance with statutory requirements of the Commonwealth of Virginia. All Contractor's employees engaged in Work under this contract shall be covered under this insurance, regardless of any waiver or exclusion allowed by law. The Contractor shall require each of his subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees engaged on such subcontracts. The amount of Employer's Liability Insurance for the Contractor and each of his Subcontractors shall be not less than:

\$100,000 per employee for Bodily Injury.

\$100,000 per employee for disease

\$500,000 per policy for disease

The Worker's Compensation and Employer's Liability Insurance policy shall specifically list Virginia as a covered state, as well as the state the contractor is headquartered in.

2. **Commercial General Liability Insurance** – This will cover claims for Bodily Injury, Property Damage, Personal and Advertising Injury, Products and Completed Operations, which may arise from operations under the Contract, whether such operations be performed by the Contractor or by any Subcontractor or Independent Contractor, or by anyone directly or indirectly employed by any of them. Such insurance shall include coverages "X", "C" and "U" for explosion, collapse of other structures and underground utilities, as well as Contractual Liability Insurance covering the requirements outlined in the General Conditions. This insurance shall name the City and its officials, officers, and employees and agents as "additional insureds" by endorsement to the Commercial General Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Charlottesville as an additional insured. The City of Charlottesville shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract. If endorsements to the Commercial General Liability insurance policies cannot be made, then separate policies providing such protection shall be purchased by the Contractor. The Policy shall have the following *minimum* limits:

\$1,000,000 Each Occurrence Limit

\$1,000,000 General Aggregate Limit

\$1,000,000 Personal and Advertising Injury Limit

\$1,000,000 Products and Completed Operations Aggregate Limit

\$5,000 Medical Expense Limit

This insurance shall include the following provisions and/or endorsements:

- a. The General Aggregate limit shall apply on a "per project" and on a "per location" basis;



- b. Coverage shall apply to all liability arising from all premises and operations conducted by the Contractor, Subcontractors and independent contractors;
  - c. The Contractor agrees that liability arising from Products and Completed Operations will be covered. Such liability shall be covered for a period of at least three years after completion of the Work.
  - d. The Contractor shall require each of his Subcontractors to procure and maintain Commercial General Liability Insurance of the type specified in these Contract Documents in the minimum amounts required by the Owner and the Contractor (which shall be the amounts required by this paragraph unless otherwise agreed in writing by Owner), during the term of their subcontracts.
3. **Commercial Automobile Liability Insurance, which includes contractual liability coverage and coverage for all owned, hired, non-owned and borrowed vehicles used in the work with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage, or One Million Dollars (\$1,000,000), combined single limit. Such policy shall not have a restriction on the limits of coverage provided to the City of Charlottesville. The City of Charlottesville shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract.**

**B. The Contractor shall purchase and maintain required liability and all other insurance as is appropriate for the Work being performed and furnished. The insurance shall provide protection from claims which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:**

1. claims under Worker's Compensation, Employers Liability, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor; or (2) by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

**C. Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.**

**D. The City reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operate legally.**

#### **SECTION SEVEN: SPECIFIC BOND REQUIREMENTS**

The General Contractor shall be required to provide payment and performance bonds in the full amount of the Contract.

#### **SECTION EIGHT: MISCELLANEOUS**

##### **A. NO DISCRIMINATION BY GENERAL CONTRACTOR**

The General Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, sexual orientation, or any other basis prohibited by state law

relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the General Contractor. The General Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The General Contractor, in all solicitations or advertisements for employees placed by or on behalf of the General Contractor, shall state that such General Contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section. The General Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

#### B. MODIFICATION OF CONTRACT

1. This Contract may be supplemented, modified, or amended by the mutual agreement of the parties hereto, set forth in writing. No supplement, modification or amendment shall be enforceable unless set forth within a writing signed by both the Owner and the General Contractor.

2. Notwithstanding the foregoing, no fixed price contract may be increased by more than ten percent (10%) of the amount of the Contract without the advance approval of the Owner's City Manager, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the General Contractor from the consequences of an error in a bid or offer submitted by it to the Owner).

#### C. DRUG-FREE WORKPLACE

During the performance of this contract the General Contractor agrees as follows: (i) to provide a drug-free workplace for its employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the General Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the General Contractor that the General Contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to the General Contractor in accordance with this procurement transaction, where the General Contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of services in connection with the contract.

#### D. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH VIRGINIA CODE SECTION 22.1-296.1

Contractor acknowledges that the implementation of the above-referenced contract for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Charlottesville Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Charlottesville and to the Charlottesville City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Charlottesville and the Charlottesville City School Board of any event that renders this certification untrue.

#### E. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

#### F. GOVERNING LAW

This Contract shall in all aspects be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. Any and all litigation concerning this Contract shall be commenced and prosecuted within the local, state or federal court(s) presiding over the geographic area in which the Project is located.

#### G. FORCE MAJEURE

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or similar events beyond the control of the other.

#### H. NO WAIVER OF RIGHTS

No failure on the part of the Owner to enforce any of the terms or conditions set forth in this Contract shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the Owner of any default or failure to perform by the General Contractor shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any rentals, fees and/or charges by the Owner, and/or the performance of all or any part of this Contract by the Owner, for or during any period(s) following a default or failure to perform by the General Contractor, shall not be construed as or deemed to be a waiver by the Owner of any rights hereunder.

#### I. SEVERABILITY

In the event that any term, provision or condition of this Contract, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

#### J. HEADINGS

Section, article, and paragraph headings contained within this Contract have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Contract.

#### K. BINDING EFFECT

The terms, provisions and conditions of this Contract shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and (where permitted by this Contract) their assigns.

#### L. ENTIRE AGREEMENT

This Contract represents the entire agreement between the parties, and there are no other agreements or understandings between the parties, either verbal or written, which have not been incorporated herein.

IN WITNESS WHEREOF, the parties do hereby set forth their signatures, representing that the individuals who affix their signatures hereto have been duly authorized to bind each party to the terms and conditions of the foregoing Agreement:

**CITY OF CHARLOTTESVILLE:**

**GENEERAL CONTRACTOR:**

By: *Aubrey Watts* 12/11/12  
Aubrey Watts Date  
COO/CFO

*J. Erick Finley* 11/28/12  
(Signature) Date

By: J. Erick Finley  
(Print name)

Title: CEO

Funds Available:

*Michael Henry* 12/4/12  
(Signature) Date  
Director of Finance or designee

By: Michael Henry  
(Print name)

*Leslie Beauregard* 12/11/12  
Leslie Beauregard Date  
Budget Director

Approved as to Form:  
*[Signature]* 12/10/12  
City Attorney Date



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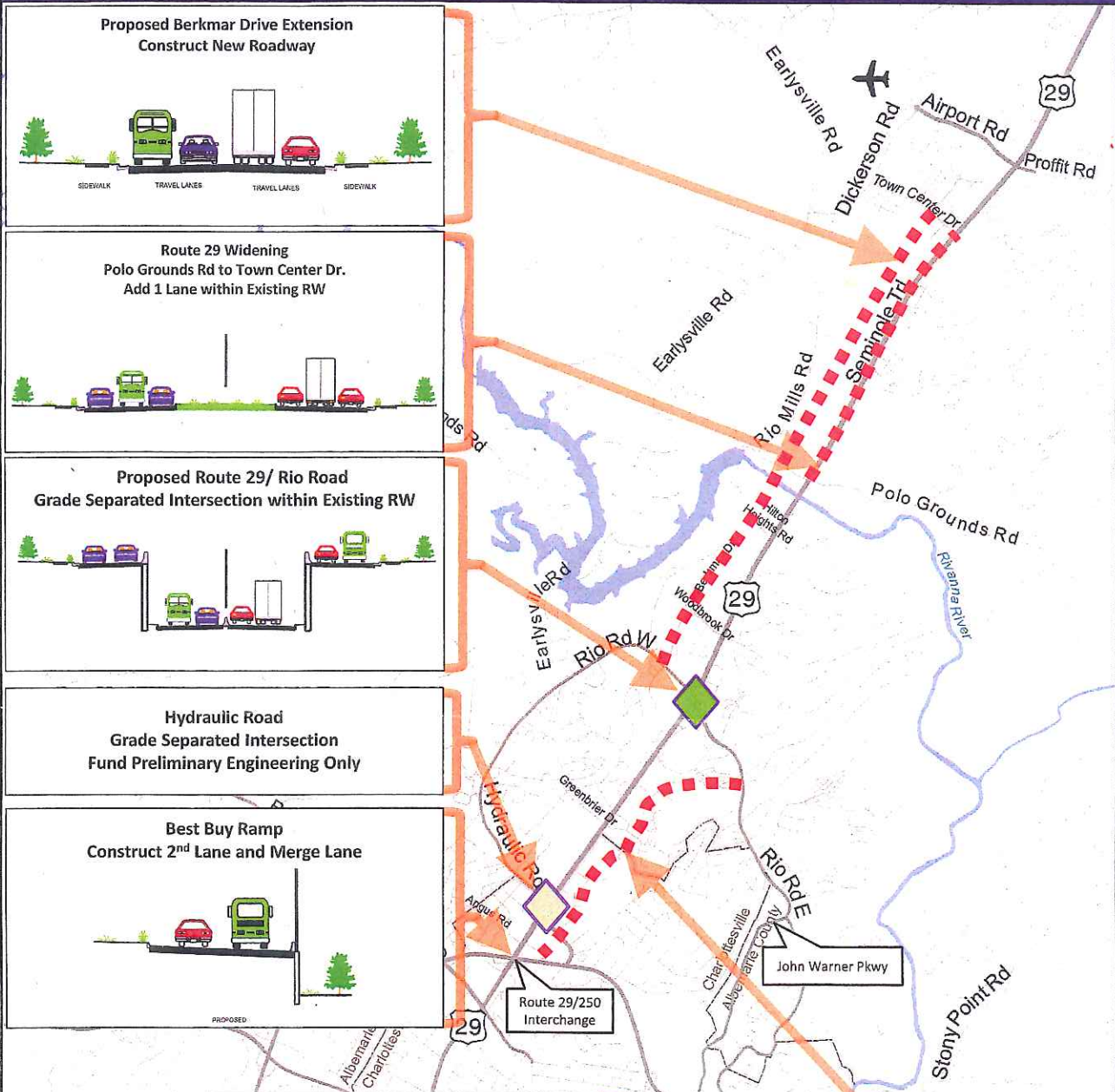
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# Route 29 Solutions: Recommended Concept Solution Package



SYIP Programmed Projects (Cost to Complete)		\$43 M
• Best Buy Ramp	\$ 6M	
• Hillsdale Dr Extension	\$16M	
• Route 29 Widening, Polo Grounds to Town Center Dr	\$18M	
• Adaptive Signal Time Improvements	\$ 3M	
Proposed Construction Program		\$145 M
• Hillsdale Dr Extension to Holiday Dr	\$10M	
• Berkmar Dr Extension	\$54M	
• Route 29/ Rio Road Grade Separated Intersection	\$81M	
Preliminary Engineering (PE) Only		\$10 M
• Route 29/ Hydraulic Rd Grade Separated Intersection	\$10M	
Amtrak Regional Service – Lynchburg to D.C. (Fund 25% of Additional Trainset)		\$5 M

**Total Concept Package = \$203 M**

