



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)

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
AWARDS/RECOGNITIONS
ANNOUNCEMENTS

Council Chambers

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*
passed 4-0, except d.

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

a. Minutes for May 5

b. **APPROPRIATION:**

Insurance Claim Recovery – Human Services Fund - \$8,852 (2nd of 2 readings) **passed**
Virginia Department of Health Special Nutrition Program Summer Food Service Program - \$95,000 (1st of 2 readings) **carried**

c. **APPROPRIATION:**

Appropriation of Funds from the Thomas Jefferson Planning District Commission for Inspection and Testing Services for the JPA/Emmet Improvements - \$15,000 (1st of 2 readings) **carried**

d. **APPROPRIATION:**
Fenwick pulled for discussion

e. **APPROPRIATION:**

Virginia Produced Planning Grant Support – \$70,000 (1st of 2 readings) **carried**

f. **RESOLUTION:**

Endorsing Buckingham Branch Railroad Company Grant Application (1st of 1 reading) **passed**

g. **ORDINANCE:**

Zoning and Subdivision Ordinance Amendments Related to Virginia Stormwater Management Program Regulations (2nd of 2 readings) **passed**

h. **ORDINANCE:**

Ordinance to Increase Street Cut Permit Fee from \$40 to \$60 (1st of 2 readings) **carried**

2. PUBLIC HEARING / ORDINANCE*

Utility Rates (1st of 2 readings) **carried (Galvin moved, Szakos seconded)**

3. REPORT

Youth Council Update

4. RESOLUTION*

Peer Networks Update and Allocation of \$35,000 (1st of 1 reading) **passed 4-0**

5. RESOLUTION*

Charlottesville-Albemarle Rescue Squad (CARS) MOU Resolution (1st of 1 reading) **passed 4-0**

6. ORDINANCE*

Emergency Medical Services Billing Ordinance (1st of 2 readings) **carried (Galvin moved, Fenwick seconded)**

7. RESOLUTION*

Fire Services Agreement (1st of 1 reading) **passed 4-0**

8. RESOLUTION*

17 Elliewood Ave. BAR Appeal (1st of 1 reading) **vote 2-2; deferred to next meeting**

9. RESOLUTION*

Hope Community Center Purchase of Property (1st of 1 reading) **passed 4-0**

10. REPORT

City Road Projects Update

OTHER BUSINESS

MATTERS BY THE PUBLIC

*ACTION NEEDED

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

**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 MAY 19, 2014 (date) meeting and sent to Buckingham Branch Railroad.

ADOPTED: MAY 19, 2014 (date)

Signed: Gaige Yee
Title: clerk of Council

**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 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.

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.

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.

**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

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 11th Street, NW (City Tax Map 4-152) by the City.