



CITY COUNCIL AGENDA
November 3, 2014

6:00 p.m. – 7:00 p.m. **Closed session as provided by Section 2.2-3712 of the Virginia Code**
(Boards and Commissions)

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

AWARDS/RECOGNITIONS VSA Poetry Book
ANNOUNCEMENTS

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 consent agenda will be considered at the end of the regular agenda.)
passed 5-0

- a. Minutes for October 20
- b. **APPROPRIATION:** **FAMIS Case Transfer from State to City of Charlottesville – \$29,051.94 (2nd of 2 readings)**
- c. **APPROPRIATION:** **Additional State Funds to Provide Respite Care to Families Receiving Foster Care Prevention Services – \$7,104 (2nd of 2 readings)**
- d. **APPROPRIATION:** **Charlottesville Area Transit Fund Supplemental Appropriation for F.Y.2015 of Operations & Capital Funding – \$719,604 (2nd of 2 readings)**
- e. **APPROPRIATION:** **Fiscal Year 2015 Fire Programs Aid to Locality Funding (Firefund) Appropriation - \$130,568 (1st of 2 readings)**
- f. **APPROPRIATION:** **Runaway Emergency Shelter Program Grant - \$222,222 (1st of 2 readings)**
- g. **APPROPRIATION:** **Special Use Permit (SUP) – 708 Page St. (1st of 1 reading)**
- h. **RESOLUTION:** **~~Sidewalk Waiver Request for 784 & 786 Prospect Ave. (1st of 1 reading)~~ *pulled***
- i. **RESOLUTION:** **City – CEDA Agreement for Downtown Business Association Funding (1st of 1 reading)**
- j. **ORDINANCE:** **Franklin Street – No Through Truck Designation, Market Street to Nassau Street (1st of 2 readings)**

2. PUBLIC HEARING / ORDINANCE* Abandonment of Sanitary Sewer Easement near Valley Road (1st of 2 readings) *carried*

3. RESOLUTION* **Off Budget Request for Funds – Charlottesville Redevelopment and Housing Authority (CRHA) and Adult Learning Center Workplace Skills Training Program – \$10,000 (1st of 1 reading) *passed as revised 5-0***

4. RESOLUTION* **Board Attendance Requirements (1st of 1 reading) *passed 5-0***

5. RESOLUTION* **Code Audit: Streets That Work Process *passed 5-0***

- k. **RESOLUTION:** **Sidewalk Waiver Request for 784 & 786 Prospect Ave. (1st of 1 reading) *passed 3-2 (Smith, Fenwick noes)***

OTHER BUSINESS
MATTERS BY THE PUBLIC

*ACTION NEEDED

APPROPRIATION.
FAMIS Case Transfer from State to City of Charlottesville Appropriation.
\$29,051.94.

WHEREAS, The Charlottesville Department of Social Services has received additional funding in the amount of \$29,051.94 due to F.A.M.I.S. (Family Access to Medical Insurance Security) cases being returned to the locality.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$29,051.94 is hereby appropriated in the following manner:

Revenue – \$29,051.94

Fund: 212 Cost Center: 9900000000 G/L Account: 430080

Expenditures - \$29,051.94

| | | | |
|-----------|-------------------------|---------------------|---------------------|
| Fund: 212 | Cost Center: 3301005000 | G/L Account: 510060 | Amount: \$23,255.94 |
| Fund: 212 | Cost Center: 3301009000 | G/L Account: 510010 | Amount: \$ 5,796.00 |

=====

Total: \$29,051.94

APPROPRIATION.
**Additional State Funds to Provide Respite Care to Families Receiving Foster Care
Prevention Services.**
\$7,104.

WHEREAS, The Charlottesville Department of Social Services has received funding in the amount of \$7,104 to provide respite care to families receiving foster care prevention services.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$7,104 is hereby appropriated in the following manner:

Revenue – \$7,104

Fund: 212 Cost Center: 9900000000 G/L Account: 430080

Expenditures - \$7,104

Fund: 212 Cost Center: 3343004000 G/L Account: 540060

APPROPRIATION.
FY 2014 Transit Grants.
\$719,604.

WHEREAS, Federal Operating funds of \$1,653,010 for C.A.T. Operations, \$498,795 for Job Access Reverse Commute and, and State Operating funds of \$1,528,039 have been awarded, yielding a net budget increase of \$445,093 in C.A.T. Operating budget; and

WHEREAS, Federal Capital Funds of \$646,251 is less than budgeted and State Capital Funds of \$129,250 is greater than budgeted, resulting in a net C.A.T. Capital budget decrease of \$218,857;

WHEREAS, Federal Assistance of \$493,548 for JAUNT Para-transit programs have been awarded to be passed-through to JAUNT; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the following is hereby appropriated in the following manner, contingent upon receipt of the grant funds:

Revenue (Operating)

| | | | |
|-------------|-----------|-------------------------|------------------------------|
| \$174,203 | Fund: 245 | Cost Center: 2801003000 | G/L: 430080 State Assistance |
| (\$228,085) | Fund: 245 | Cost Center: 2801003000 | G/L: 431110 Federal Grant |
| \$498,795 | Fund: 245 | Cost Center: 2801003000 | G/L: 431505 JARC Grant |

Expenditures (Operating)

| | | | |
|-----------|-----------|-------------------------|----------------------|
| \$444,913 | Fund: 245 | Cost Center: 2801003000 | G/L: 519999 Lump Sum |
|-----------|-----------|-------------------------|----------------------|

Revenue (Capital)

| | | | |
|-------------|-----------|-------------------------|--------------------------|
| \$87,072 | Fund: 245 | Cost Center: 2804001000 | G/L: 430110 State Grants |
| (\$305,929) | Fund: 245 | Cost Center: 2804001000 | G/L: 431110 Fed Grants |

Expenditures (Capital)

| | | | |
|-------------|-----------|-------------------------|-------------------------|
| (\$218,857) | Fund: 245 | Cost Center: 2804001000 | G/L: 541040 Cap. Direct |
|-------------|-----------|-------------------------|-------------------------|

Revenue

| | | | |
|-----------|-----------|-------------------------|--------------------------|
| \$493,548 | Fund: 245 | Cost Center: 2821002000 | G/L: 431010 Fed. Assist. |
|-----------|-----------|-------------------------|--------------------------|

Expenditures

| | | | |
|-----------|-----------|-------------------------|---------------------------|
| \$493,548 | Fund: 245 | Cost Center: 2821002000 | G/L: 540365 Pymt to JAUNT |
|-----------|-----------|-------------------------|---------------------------|

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$1,657,289 from the Virginia Department of Rail and Public Transportation and \$3,291,604 from the Federal Transportation Authority.

RESOLUTION
RECOMMENDING APPROVAL OF A SPECIAL USE PERMIT
TO ALLOW A PROPOSED MUNICIPAL/ GOVERNMENT OFFICE USE
AT 708 PAGE STREET

WHEREAS, the City of Charlottesville, through its Housing Coordinator (“Applicant”) has submitted application No. SP-14-08-07 (“Application”) seeking approval of a special use permit for property owned by the City and located at 708 Page Street, identified on City Tax Map 31 as Parcel 293 (“Subject Property”). The Subject Property consists of approximately 0.17 acre. The special use permit seeks authorization to use the Subject Property for a municipal/ government office; and

WHEREAS, the Subject Property is zoned “R-3” (R-3 medium-density multifamily residential), and pursuant to §34-420, City Council may authorize the use of the Subject Property for municipal/ government offices by approval of a special use permit; and

WHEREAS, following a joint public hearing before the Planning Commission and City Council, duly advertised and held on October 14, 2014, the Planning Commission reviewed this application and recommended its approval by City Council, subject to certain conditions; and

WHEREAS, this City Council finds that the proposed special use permit will serve the interests of the public necessity, convenience, general welfare or good zoning practice, and will conform to the criteria generally applicable to special permits as set forth within §§ 34-156 et seq. of the City Code; now, therefore

BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that a special use permit is hereby approved, to authorize the use of the Subject Property for municipal/ government offices; provided, however, that this special use permit shall be subject to the following conditions:

- (1) **Use limited to existing building**: the municipal/ government offices shall be located within the existing building that is located on the Subject Property as of the date of special use permit approval.
- (2) **On-site parking limitation**: No alteration or expansion of the existing building located on the Subject Property, no new construction, and no use of any existing building on the Subject Property, shall be permitted if any such alteration, expansion, construction or use would require more than four (4) parking spaces to be located on the Subject Property.

RESOLUTION

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

Agreement between the City of Charlottesville and the Economic Development Authority of the City of Charlottesville, Virginia (CEDA) authorizing funding for a CEDA loan to the Downtown Business Association of Charlottesville (DBAC) for employment of a consultant to assist in the development of a business district service plan for the Downtown area.

AGREEMENT

This **AGREEMENT** is made and entered this ____ day of November, 2014, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA** (the “City”), a political subdivision of the Commonwealth of Virginia, and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHARLOTTESVILLE, VIRGINIA** (the “Authority”), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Authority is authorized to make loans from the revenues of the Authority to entities for the purposes of promoting economic development; and,

WHEREAS, the Authority is authorized to accept contributions, grants and other financial assistance from the City in order to, among other purposes, promote economic development and, when received, these contributions, grants and other financial assistance constitute revenues of the Authority; and,

WHEREAS, the City is willing to contribute Fifty-Five Thousand and 00/100 dollars (\$55,000.00) to the Authority with the expectation that the Authority will loan the moneys to The Downtown Business Association of Charlottesville (“DBAC”) for the purpose of employing a consultant to assist in the development of a business district service plan for the Downtown area, and to generate support for such a plan from stakeholders within the proposed district (the “Loan”); and,

WHEREAS, the City’s contribution of the funds to the Authority is conditioned upon DBAC’s execution of a letter agreement and note to repay the Loan to the Authority (the “Note”), in substantially the form and substance of the letter agreement and note attached hereto as Attachment A; and,

WHEREAS, DBAC has indicated its consent to the terms of the letter agreement and its willingness to accept the Loan and to execute the Note; and,

WHEREAS, the City and the Authority desire to set forth their understanding and agreement as to the Funds and their repayment to the City after DBAC repays the Loan to the Authority.

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. The Loan. The Loan provided by the Authority to DBAC shall not exceed Fifty-Five Thousand and 00/100 dollars (\$55,000.00). Interest will not be charged on the unpaid principal during the term of the Loan.

2. Requirement for Note. The Authority shall not Loan the funds to DBAC unless and until DBAC executes the Note.

3. Repayment of the Loan. The Note shall provide that the Loan will be due and payable to the Authority in six (6) equal semi-annual payments, commencing six months after the date that funds generated by a tax imposed in a Downtown Mall service district under the authority of Virginia Code sec. 15.2-2403 (6) are appropriated by the Charlottesville City Council to the DBAC, or to a development board or other body established under Virginia Code sec. 15.2-2403. Repayment of the loan will be waived if (i) the City Council does not adopt an ordinance establishing a service district in the Downtown Mall area before January 1, 2016, or (ii) an ordinance establishing a Downtown Mall service district is adopted but City Council does not appropriate funds received from taxes imposed in the service district to DBAC or another development board. The Authority may also either waive repayment of the loan in whole or in part or extend the date on which the Loan is due and payable, but only if such waiver or extension is first approved by the City Council of the City of Charlottesville.

Payments received by the Authority from DBAC shall be repaid by the Authority to the City within thirty (30) days of receipt thereof. The Authority shall have no responsibility to repay the funds or any portion thereof that has not been repaid by DBAC to the Authority and, in particular, neither the Authority nor its board of directors shall be liable for any unpaid portion of the Loan and the Authority shall not be required to repay any unpaid portion of the Loan using Authority revenue.

4. Best efforts to recover the Loan funds. The Authority shall use its best efforts to recover any unpaid portion of the Loan from DBAC if DBAC fails to fully repay the Loan as required by the Note. The Authority shall not be responsible for any legal costs incurred to recover any unpaid portion of the Loan.

5. Notices. The Authority shall provide written notice to the City if DBAC fails to fully repay the Loan as required by the Note or is in default on any requirement, term, condition or covenant of the Note. The notice shall be provided within thirty (30) days after DBAC defaults. The notice shall be provided to:

City Manager
City of Charlottesville
605 East Main Street
Charlottesville, VA 22902
Attention: Maurice Jones

6. Miscellaneous.

a. Entire agreement; amendments. This Agreement constitutes the entire agreement between the City and the Authority regarding the Funds and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

b. Governing law; venue. This Agreement is made, and is intended to be performed, in the Commonwealth of Virginia and shall be construed and enforced by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Charlottesville, and such litigation shall be brought only in such court.

**NOTE TO THE ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF CHARLOTTESVILLE, VIRGINIA**

City of Charlottesville, Virginia

\$55,000.00

November __, 2014

FOR VALUE RECEIVED, THE DOWNTOWN BUSINESS ASSOCIATION OF CHARLOTTESVILLE (“DBAC”), a Virginia nonprofit association (hereinafter, the “Borrower”), unconditionally promises to pay to the order of the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHARLOTTESVILLE, VIRGINIA** (hereinafter, the “Noteholder”), without offset, at 610 East Market Street, P.O. Box 911, Charlottesville, Virginia, 22902, or at such other place as the Noteholder may designate, the amount loaned to Borrower by Noteholder pursuant to the terms of a Letter Agreement attached hereto, up to a maximum amount of **FIFTY-FIVE THOUSAND AND 00/100 DOLLARS (US \$55,000.00)** (hereinafter, the “Loan Amount”), and payable on the basis set forth below.

1. Term; extension; right to prepay.

Borrower hereby promises to pay Noteholder the Loan Amount in six (6) equal semi-annual payments, commencing six months after the date that funds generated by a tax imposed in a Downtown Mall service district under the authority of Virginia Code sec. 15.2-2403 (6) are appropriated by the Charlottesville City Council to the Borrower, or to a development board or other body established under Virginia Code sec. 15.2-2403 (the “Commencement Date”), and continuing thereafter until the entire indebtedness secured hereby is paid in full. If the maximum Loan Amount of \$55,000.00 is borrowed, each semi-annual payment by Borrower shall be \$9,166.67. Repayment of the loan will be waived, and this Note considered void, if (i) the City Council does not adopt an ordinance establishing a service district in the Downtown Mall area before January 1, 2016, or (ii) an ordinance establishing a Downtown Mall service district is adopted but City Council does not appropriate funds received from taxes imposed in the service district to DBAC or to another development board.

If not sooner paid, the entire Loan Amount shall be due and payable two years and six months after the Commencement Date; provided, however, that Noteholder agrees that repayment will be waived, in whole or in part, or the term for repayment extended, if such waiver or extension is first approved by action of the City Council of the City of Charlottesville.

The Borrower may pay some or all of the Loan Amount at any time before the due date.

2. Interest.

Interest will not be charged on the Loan Amount if paid according to the terms of this Note.

3. Late charges.

The Borrower shall pay to the Noteholder a late charge of five percent (5%) of the unpaid portion of the Loan Amount which is thirty (30) days or more past due.

4. Covenants and Conditions.

The Borrower hereby: waives presentment, demand, protest and notice of dishonor; waives the benefit of all homestead and similar exemptions as to this Note; subordinates any and all rights against the Borrower, whether by subrogation, agreement or otherwise until this Note is paid in full; agrees to pay all costs and expenses incurred by the Noteholder in connection with the enforcement of this Note, and or other sums required to be paid herein, and the collection of any judgment rendered hereon, and the defense of any claim arising out of, or in any way related to, this Note, or related to the making of the loan evidenced hereby, including without limitation, the reasonable actual attorney's fees incurred by the Noteholder if this Note is placed in the hands of an attorney with regard to collection hereof. The attorney's fees provided for herein are intended by the Borrower to take into account post-judgment collection efforts on the part of the Noteholder's attorneys.

Any failure by the Noteholder to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other rights at any time.

The term "Noteholder" used herein shall include any future holder of this Note.

5. Laws and Venue.

This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The proper jurisdiction and venue for any action brought pursuant to this Note shall be in the Circuit Court of the City of Charlottesville.

6. Severability.

Whenever possible, each provision of this Note shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. This Note shall apply to and bind the Borrower's heirs, personal representatives, successors and assigns and shall inure to the benefit of the Noteholder, its successors and assigns.

7. Default and Acceleration.

The happening of any of the following events shall constitute an Event of Default: (a) the failure to make when due any payment demanded or otherwise due herein, whether of principal, late charges or otherwise; (b) the failure to perform, observe or comply with any of the terms, warranties, covenants, obligations or conditions contained in this Note or in the Letter Agreement of even date herewith, between the Noteholder and the Borrower; (c) the termination of or occurrence of any other event affecting the validity of this Note; (d) the dissolution, merger, consolidation, or termination of existence of the Borrower; (e) the insolvency of the Borrower, or the application for the insolvency of the Borrower, or the application for the appointment of a receiver or custodian for the Borrower or the property of the Borrower, or the entry of an order for relief or the filing of a petition by or against the Borrower under the provisions of any bankruptcy or insolvency law, or any assignment for the benefit of creditors by or against the Borrower; (f) a determination by the Noteholder that a material adverse change in the financial condition of the Borrower has occurred since the date hereof, or the Noteholder otherwise in good faith believes the prospect of payment or performance hereof is impaired; or (g) the failure of the Borrower to perform any obligation to the the Noteholder hereunder or under the terms of any other obligation of the Borrower to the Noteholder.

Upon the Noteholder's knowledge of any Event of Default, the Noteholder shall send written notice of default to the Borrower. In the event that the Borrower has not cured the default within thirty (30) days after receipt of the notice, this Note shall, at the sole option of the Noteholder, become immediately due and payable in full without further notice or demand on the Borrower. Thereupon, the Noteholder shall have the right, immediately and without notice to the Borrower or further action by it, to set-off against this Note any other liabilities of the Borrower owed to the Noteholder, whether or not due, and further to take any and all actions necessary to collect any outstanding balance due hereunder.

8. Notices.

Any and all notices, elections or demands permitted or required to be made under this Note shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, or sent by registered or certified mail, to the other party at the address set forth below, or at such other address as may be supplied in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of giving of such notice, election or demand. For the purposes of this Note, the addresses of the Borrower and the Noteholder are:

Borrower: The Downtown Business Association of Charlottesville
 Attn: Bob Stroh
 108 5th Street, N.E.
 Charlottesville Virginia 22902

Noteholder: Economic Development Authority of the City of Charlottesville, Virginia
610 East Market Street
PO Box 911
Charlottesville, Virginia 22902

or such other address as any party hereto may give the other pursuant to the provisions hereof.

BORROWER

**The Downtown Business Association of
Charlottesville**

By: _____
Bob Stroh, Co-Chair

By: _____
Joan Fenton, Co-Chair

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____,
2013 by _____, Co-Chair, on behalf of The Downtown Business Association of
Charlottesville.

Notary Public

My Commission Expires: _____

Registration number: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____,
2013 by _____, Co-Chair, on behalf of The Downtown Business Association of
Charlottesville.

Notary Public

My Commission Expires: _____

Registration number: _____

RESOLUTION
Charlottesville Redevelopment and Housing Authority (CRHA) and Adult Learning
Center Workplace Skills Training Program
\$10,000

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of up to \$10,000, as outlined under **Recommendations**, is hereby paid from currently appropriated funds in the Council Strategic Initiatives account in the General Fund to the Charlottesville Redevelopment and Housing Authority:

\$10,000

Fund: 105

Cost Center: 10110010000

BE IT FURTHER RESOLVED, that release of any funds is contingent upon the conditions being met by the applicant as outlined in **Recommendations**.

Approved by Council
November 3, 2014



Clerk of Council

**A RESOLUTION
REGARDING MEETING ATTENDANCE BY
CITY COUNCIL APPOINTEES TO CITY BOARDS, COMMITTEES,
TASK FORCES AND COMMISSIONS**

WHEREAS, the City Council makes a number of appointments to boards and commissions required by law, and to other boards, committees, task forces and commissions established by the Council for the purpose of performing certain delegated functions or advising the City Council on matters of concern to the City; and,

WHEREAS, when City Council makes appointments it is with the expectation that the appointee is willing and able to attend meetings and to devote the necessary time to be a full and meaningful participant on the board; and,

WHEREAS, Virginia law provides that members of a Planning Commission or Economic Development Authority may be removed from office by the local governing body if the commissioner or board member is absent from any three consecutive meetings, or any four meetings within any twelve month period; and,

WHEREAS, the members of City advisory boards, committees, task forces and commissions are appointed to serve at the pleasure of the City Council, yet there is no established City policy requiring regular attendance at meetings of the respective boards; and,

WHEREAS, it will be in the best interests of the respective boards, committees, task forces and commissions and their members, as well as the public, to have established rules regarding attendance at meetings of the board.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that:

(1) Effective upon the passage of this Resolution, it shall be the policy of the City Council that a City Council-appointed member of any City board, committee, task force or commission shall be subject to removal from office if he or she is absent from any three consecutive meetings, or any four meetings within any twelve month period.

(2) In the event that any board, committee, task force or commission member fails to meet the meeting attendance requirements as stated in this policy, the chair or presiding officer of the board, committee, task force or commission in question shall notify the Mayor of the absences.

(3) Upon the receipt of information indicating a failure to meet the meeting attendance expectations set forth in this policy, City Council will provide notice to the board member in question and provide an opportunity to respond to the concerns regarding meeting attendance. The City Council may thereafter, in its discretion, remove the member from office. Any City Council consideration or discussion regarding the removal of a City Council appointee from office may take place during a duly convened closed session of City Council.

(4) This Resolution shall only apply to City Council appointees to boards, committees, task forces and commissions. It shall not apply to the removal of any person from office when removal is provided for and governed by state law.

(5) The Clerk of City Council is directed to provide a copy of this Resolution to all affected City boards, committees, task forces and commissions.

Resolution

Be It Resolved By the City Council of the City of Charlottesville that the Code Audit and Streets That Work projects move forward by:

1. Using the process outlined in the 11/3/2014 Staff Council Agenda Memo.
2. Using the draft Scope of Services (attached) to procur consulting services to assist these projects with funds to come from the Small Area Plan CIP account.

City of Charlottesville
Streets that Work
Scope of Work
September 19, 2014

Task 1 – Develop Context Sensitive Street Sections

Based on the feedback received from earlier tasks and feedback from Community Workshop #1, streetscape alternatives for selected framework and non-framework streets will be developed. Alternatives will incorporate complete streets concepts and will include cross-section sketches and photos. Selection of streets will be informed by character areas, modal emphasis, street classification and current conditions to provide a variety of examples for guidance in other corridors in the City.

Alternatives will be reviewed in Community Workshop #2 and refined to a preferred typical cross-section based on community feedback.

The following typical sections may be developed:

- Downtown Streets
- Mixed Use Corridors
- Neighborhood Streets
- Industrial Streets
- Alleys

Deliverables:

- Draft typical sections for context-sensitive streets
- Public meeting materials as needed

Task 2 – Develop and Implement Public and Stakeholder Involvement Strategy

The Team will facilitate opportunities for public education and input for the Streets that Work Plan throughout the life of the project. To conserve project resources, this effort will be a collaboration between the Team, the City, and the Steering Committee. It is anticipated that the Team will take a lead on the public meeting strategy and material production, while staff will take a lead role in facilitating public and Steering Committee meeting. The project will have its own website page that will be updated by the Team.

2.1. Advisory Committee meetings

The planning process will be guided by a City-appointed Advisory Committee. The group will provide valuable feedback and ideas for planning documents, analyses, and outreach activities. They will also serve as citizen “ambassadors” for the process by actively sharing information with their constituents and providing relevant insights to staff and the Team. The Team will assist with and potentially participate in three Committee meetings at the following milestones of the process: 1) advising on project scope, public engagement, issues identification; visioning and goal-setting; 2) considering key findings from technical analyses and stakeholder input; and 3) developing proposed recommendations.

2.2. Stakeholder outreach

The engagement of partner agencies and departments within the City and externally is critical to the success of the Plan. Examples of key stakeholder groups include: local businesses; economic development and tourism organizations; neighborhood associations; low-income residents; people with disabilities; entities outside of the City including the MPO, Albemarle County and VDOT to identify issues beyond the City's control that may impact the region.

2.3. Public events

Community Workshop #1 An interactive workshop to present the findings of the analyses and the streetscape design concept alternatives. Community will decide on preferred streetscape alternatives. Continue to solicit feedback from the community to shape Streets that Work Plan.

Community Workshop #2 Present Draft Recommendations and continue to solicit feedback regarding prioritization/implementation to shape Final Streets that Work Plan.

2.4 Optional attendance at meetings:

It is anticipated that staff will take a lead role in facilitating and managing public and steering committee meetings. However, there may be a need to have the Team or members of the team attend one or more meetings throughout the process. Staff would like the option to include the Team on an as needed basis. The team will provide a cost for each meeting type within the scope of work: public meeting, advisory committing, stakeholder meeting.

Deliverables:

- Presentation materials as requested
- Meeting summaries as applicable

2.5. Online outreach

The team will maintain a webpage will enable interested parties to submit questions and comments throughout the planning process to the City's project manager (who is this?), who will communicate directly with the public and who will compile and forward comments to responsibilities. It will also be updated regularly to include information at stages of the process.

Task 3 – Implementation Strategies, Cost Estimates and Next Steps

Strategies for implementing long and short term goals will be developed by the Team and presented to staff. Critical action that should be taken in the immediate term will be included as a part of this task, as well as immediate actions prioritized due to minimal resources and efforts required to complete.

3.1 Cost Estimates

The project team will prepare planning level cost estimates for the recommendations developed in earlier tasks. Cost estimates will be based on unit costs for the Charlottesville area (provided by VDOT and the City), and provide the City with an easy to use tool that can be used to evaluate project costs in

the future. The city may request cost estimates for high priority recommendations to facilitate immediate implementation.

Task 4 – Draft Streets that Work Master Plan Report

The Streets that Work Plan will clearly state the project goals and methodology, will provide summaries of stakeholder input and will set forward the recommendations and/or preferred alternatives in the Plan. This report will include immediate, short, mid- and long-term strategies, and will contain a detailed Implementation Strategy that identifies next steps.

4.1. Street Design Guidelines

The Team will create guidelines for improving the City's corridors based on factors such as existing character, available space, modal emphasis, desired amenities and potential future growth. The guidelines will include the Context Sensitive Street Sections developed and refined in Task 4, as well as guidance to applying the principles of sections to other corridors. In addition, the guidelines will provide direction on assuring ADA access, appropriate intersection treatments, trees and landscaping, street furniture and wayfinding tools.

4.2 Network Recommendations

The Team will create a series of Network Maps that are formatted to be read at the Plan document scale, or a fold-in size, drawing on work completed in Task 2 and 3. This may include documenting the Multimodal Corridors by Modal Emphasis, Framework and Non-framework Streets, Character Areas, Future Growth Areas, and composite maps.

4.3. Draft Plan preparation

The Team will prepare a draft version of the Plan for review by the City staff, departments, boards, commissions and council per the agreed upon review process. The draft Plan will be posted on the project website for public access at least 10 days prior to Community Workshop #3. The Team will present and solicit input on the draft Plan at the Workshop #3 as well as at meetings with the Steering Committee and other key stakeholders. The Plan Document and Maps will be revised based on all feedback and per the direction of City staff.

The draft Plan will describe the planning process and provide an analysis of existing conditions throughout the City. Plan maps will be provided in the report to illustrate these findings and will be designed to be easily understandable to the general public.

Deliverables:

- Draft plan with supporting maps/graphics as requested
- Final typical sections and relevant base files

Task 5. Final Plan/City of Charlottesville Review

Staff will deliver the Plan to Planning Commission and City council by July 2015.

5.1. Incorporate Revisions to Draft Plan and Develop Final Plan

After a Draft Plan is released for comment by the public and Advisory Committee (Task 5), the Team will present the Plan to the appropriate Advisory Body or other identified decision makers and respond to their comments. The comments from the Advisory Board and City Staff on the Draft Plan will be incorporated into a Second Draft which will present at a City Council Public Hearing, if requested. Comments from the Public and the City Council and Public Hearing will be incorporated in the Final Plan and submitted to the City Council for adoption.

RESOLUTION
Approving a Sidewalk Waiver Request
784 and 786 Prospect Avenue

WHEREAS, application has been made for a waiver of the requirement under City Code Section 34-1124(b) for the construction of a sidewalk at 784 and 786 Prospect Avenue, where a duplex dwelling is planned for construction on an unimproved lot; and

WHEREAS, City staff has submitted to Council comments and recommendations regarding the sidewalk waiver request, and Council has reviewed the staff recommendations and the information and materials submitted with the application; now, therefore,

BE IT RESOLVED by the Council for the city of Charlottesville, Virginia that the sidewalk waiver request for 784 and 786 Prospect Avenue is hereby approved, based upon the following findings:

1. There is currently an existing sidewalk on the other side of Prospect Avenue, and construction of a sidewalk in front of 784 and 786 Prospect Avenue may impact the driveway on the adjacent lot; and
2. There are no sidewalk connections on either side of the subject lot, and the Streets that Work initiative may indicate a more efficient sidewalk placement other than directly in front of the subject lot.

BE IT FURTHER RESOLVED that approval of this sidewalk waiver is conditioned upon the following:

1. Applicant shall dedicate additional right of way along Prospect Avenue of a depth to match the existing sidewalk to the south and run parallel to Prospect Avenue to allow for future sidewalk construction in that location.
2. Applicant shall plant two (2) trees of equal or higher quality than the existing cedar tree (to be removed during driveway construction), and the existing oak tree (which is likely to be damaged by driveway construction).