



CITY COUNCIL AGENDA
Monday, February 6, 2017

6:00 p.m.

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

Second Floor Conference Room (Consultation with legal counsel regarding pending litigation with Charlottesville Parking Center, Inc.; consideration of specific individuals for appointment to boards and commissions; discussion of the acquisition of real property for a public purpose.)

7:00 p.m.

Regular Meeting - CALL TO ORDER

Council Chambers

PLEDGE OF ALLEGIANCE
ROLL CALL

AWARDS/RECOGNITIONS
ANNOUNCEMENTS

Rev. Rufus Hayes Recognition

CITY MANAGER RESPONSE TO MATTERS BY THE PUBLIC

MATTERS BY THE PUBLIC

Public comment is provided for up to 12 speakers at the beginning of the meeting (limit 3 minutes per speaker.) Pre-registration is available for up to 9 of these spaces, and pre-registered speakers are announced by noon the day of the meeting. An unlimited number of spaces are available at the end of the meeting.

1. CONSENT AGENDA*

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

a. Minutes for January 17

b. APPROPRIATION:

Charlottesville City Schools (CCS) to the CCS Enhanced Entrance Security Project – \$7,582.49 (2nd of 2 readings)

c. APPROPRIATION:

Charlottesville-Albemarle Health Department Restroom and Service Area Renovations Request from Returned City funds – \$49,034.80 (2nd of 2 readings)

d. APPROPRIATION:

Additional Funding for Social Services Benefits Programs – \$14,519 (1st of 2 readings)

e. APPROPRIATION:

Crisis Intervention Team Grant: Department of Criminal Justice Services – \$20,000 (1st of 2 reading)

f. APPROPRIATION:

Check and Connect Student Engagement Continuation Grant – \$147,000 (1st of 2 readings)

g. APPROPRIATION:

Donations for Community Risk Reduction Initiatives – \$3,246 (1st of 2 readings)

h. RESOLUTION:

Honorary Street Name Designation – Rev. Rufus Hayes (1st of 1 reading)

i. RESOLUTION:

Tax Payment Refund to Campus Investors C'Ville 1000 W Main LLC (1st of 1 reading)

j. RESOLUTION:

Allocation of Charlottesville Affordable Housing Fund (CAHF) for Costs associated with the Purchase of 1406 Forest Ridge Road by the Thomas Jefferson Community Land Trust – \$4,595 (1st of 1 reading)

k. ORDINANCE:

Amendment to Snow Removal Ordinance (2nd of 2 readings)

l. ORDINANCE:

CenturyLink Communications Telecommunications Franchise Renewal (1st of 2 readings)

m. ORDINANCE:

FiberLight Telecommunications Franchise Renewal (1st of 2 readings)

2. PUBLIC HEARING /
ORDINANCE*

Grant of Easement for Electric Duct Bank under Emmett Street, Stadium Road, Jefferson Park Avenue and Monroe Lane to the University of Virginia (1st of 2 readings) – **10 mins**

3. PUBLIC HEARING /
ORDINANCE*

Conditional Release of Bike/Pedestrian Access Easement on Meadowbrook Road to Accommodate Retail Development at 1200 Emmet Street (1st of 2 readings) – **10 mins**

4. RESOLUTION*

Remove Robert E. Lee Statue and re-name Lee Park (1st of 1 reading) – **30 mins**

5. REPORT

Charlottesville Albemarle Airport Update – **15 mins**

6. REPORT*

YMCA Bus Service – **20 mins**

7. REPORT*

Retirement Commission Recommendations – **20 mins**

OTHER BUSINESS
MATTERS BY THE PUBLIC

*ACTION NEEDED

GUIDELINES FOR PUBLIC COMMENT

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

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

Please follow these guidelines for public comment:

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

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	January 17, 2017
Action Required:	Approve Appropriation of Funds
Presenter:	Mike Mollica, Division Manager, Facilities Development
Staff Contacts:	Mike Mollica, Division Manager, Facilities Development Ryan Davidson, Senior Budget & Management Analyst, Budget and Performance Management
Title:	Appropriation of Funds from Charlottesville City Schools (C.C.S.) to the C.C.S. Enhanced Entrance Security Project - \$7,582.49

Background: The City of Charlottesville has received a second check from Charlottesville City Schools (C.C.S.) in the amount of \$7,582.49 for a portion of the expenses associated with the C.C.S. Enhanced Entrance Security Project. After the first check for \$50,000 was appropriated in May of last year, C.C.S. was awarded a state security grant that covered a portion of the cost of security-related intercom equipment at Venable Elementary School.

Discussion: The purpose of this project is to add an additional layer of security – access control system(s) – at the main entrance of each of the nine C.C.S. campuses. This project is being managed by the Facilities Maintenance Division.

Appropriation of these funds is necessary to partially reimburse SC-003 for project related expenses.

Alignment with Council Vision Areas and Strategic Plan: This project supports City Council’s “Smart, Citizen-Focus Government” vision. It contributes to Goal 4 of the Strategic Plan, to “be a well-managed and successful organization”, and objective 4.1, to “align resources with City’s strategic plan”.

Community Engagement: N/A

Budgetary Impact: None, as these funds are additional school funding for the City managed C.C.S. Enhanced Entrance Security Project in the School Small Cap Projects Lump Sum Account (SC-003).

Recommendation: Staff recommends approval and appropriation of the funds.

Alternatives: N/A

Attachments: N/A

APPROPRIATION

Appropriation of Funds from Charlottesville City Schools (C.C.S.) to the C.C.S. Enhanced Entrance Security Project - \$7,582.49.

WHEREAS, the Charlottesville City Schools has made a supplemental contribution to the C.C.S. Enhanced Entrance Security Project in the amount of \$7,582.49.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that \$7,582.49 from CCS is to be appropriated in the following manner:

Revenues - \$7,582.49

Fund: 426 Funded Program: SC-003 G/L Account: 432085

Expenditures - \$7,582.49

Fund: 426 Funded Program: SC-003 G/L Account: 599999



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

Background:

Agenda Date:	January 17, 2017
Action Required:	Approved Authorization Resolution
Presenter:	Dr. Denise Bonds, Director, Thomas Jefferson Health District
Staff Contacts:	Leslie Beauregard, Assistant City Manager
Title:	Charlottesville-Albemarle Health Department Restroom and Service Area Renovations Request from Returned City funds- \$49,034.80

Background: The FY 2016 year-end settlement process for the Charlottesville-Albemarle Health Department (C.A.H.D.) resulted in a \$28,099.97 surplus to be returned to the City. This resulted from the recently renegotiated facility lease not being realized in the projected time frame. Dr. Denise Bonds, Health Department Director, is requesting the City's permission to use these surplus funds to address several building needs to include:

- Upgrade the two main level restrooms by converting these existing restrooms into A.D.A. compliant unisex restrooms to include new finishes and fixtures
- Create an A.D.A. compliant WIC service counter at sitting height to include two separate service areas, as well as new casework

Discussion:

C.A.H.D. is currently located in a building jointly owned by the City and County. The proposed interior improvements will allow the health department to better serve their clients in a respectful and inclusive environment.

The renovations project will be managed by the City's Facilities Development team and the costs will be shared between the City and the County of Albemarle.

Alignment with City Council's Vision and Strategic Plan:

Approval of this agenda item aligns directly with Council's vision for Charlottesville to be **America's Healthiest City**. This funding will support local public health clientele who receive exceptional public health services in the Charlottesville community through multiple programs, including clinical preventive services (family planning, immunizations, WIC nutrition, STI clinics, refugee health), communicable disease control and prevention, environmental health services, community health assessment, and health promotion and education.

Community Engagement:

Health Department staff work to engage the public and hard-to-reach populations and provide essential services that clients may not be able to otherwise receive if public health services were not available in the local community.

Budgetary Impact:

This expenditure refund would come back to the City as revenue (refund of prior year's expenditures) and would then be managed by the City in implementing these building improvements. There would, however, be no direct impact on the City's appropriated budget this year, as the \$28,099.97 has already been appropriated and accounted for as expenditure in last year's budget (F.Y. 2016).

Recommendation:

Staff recommends approval of the Health Department's request to use F.Y. 2016 surplus funds of \$28,099.97. The County received a similar request.

Alternatives:

If this request is rejected, this project could be listed a future capital improvement project and considered for funding via the new 107 account, which was recently established for general maintenance purposes and capital improvements to the Health Department Building. This project would then need to be prioritized, along with a number of other already identified projects, so the timing of the work would be uncertain.

Attachments:

N/A

RESOLUTION
Authorization of Carryover for Charlottesville-Albemarle Health Department
\$49,034.80

WHEREAS, the City of Charlottesville, Virginia, has received \$28,099.97 from the Charlottesville-Albemarle Health Department as a settlement of fiscal year 2016 operating surplus and the Health Department has requested the use of those funds for building renovations;

WHEREAS, the City of Charlottesville, Virginia, Facilities Maintenance Department will be managing the project and the County of Albemarle is expected to contribute \$20,934.83 toward the cost of the renovations;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$49,034.80 be appropriated and used to fund the renovations project at the Charlottesville-Albemarle Health Department.

Revenues: \$49,034.80

\$ 28,099.97	Fund: 107	WBS Element: FR-052 (P-00934-02-02)	G/L Account: 451999
\$ 20,934.83	Fund: 209	WBS Element: FR-052 (P-00934-02-02)	G/L Account: 432030

Expenditures: \$49,034.80

\$49,034.80	Fund: 107	WBS Element: FR-052 (P-00934-02-02)	G/L Account: 599999
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BE IT FURTHER RESOLVED, by the Council of the City of Charlottesville, Virginia, that this appropriation is conditioned upon the receipt of funding in an amount that is equal to or greater than \$20,934.80, and will be hereby considered as a continuing appropriation unless further altered by Council.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	February 6, 2017
Action Required:	Approve Appropriation
Presenter:	Diane Kuknyo, Director, Department of Social Services
Staff Contacts:	Diane Kuknyo, Director, Department of Social Services Laura Morris, Chief of Administration, Department of Social Services
Title:	Additional Funding for Benefits Programs - \$14,519

Background:

The Virginia Department of Social Services has allocated one-time funding to local departments of social services to assist with the final implementation of the Virginia Case Management System (VaCMS). The additional funding is to be used for benefits staffing and operations to reduce work backlogs and convert all client cases to VaCMS. The Charlottesville Department of Social Services has received \$14,519 from this additional funding.

Discussion:

The Charlottesville Department of Social Services plans to use the additional funding for overtime opportunities and to continue short-term temporary staffing in the benefits division.

VaCMS is a part of the Virginia Department of Social Services' eligibility modernization effort. All applications and renewals for benefit programs such as the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), and Medicaid will be processed through VaCMS. Currently, staff have to use multiple systems to review client information and process applications and renewals.

Alignment with Council Vision Areas and Strategic Plan:

Approval of this agenda item aligns with the City's Mission to provide services that promote an excellent quality of life for everyone in our community. It contributes to **Goal 2:** Be a safe, equitable, thriving and beautiful community and **Objective 2.4:** Ensure families and individuals are safe and stable.

Community Engagement:

Department staff work directly with citizens to provide social services, protect vulnerable children and adults, and promote self sufficiency.

Budgetary Impact:

Funds have been received and will be appropriated into the Social Services Fund. There are no general funds required or being requested.

Recommendation:

Staff recommend approval and appropriation of these funds.

Alternatives:

Funds that are not appropriated will need to be returned to the Virginia Department of Social Services.

Attachments:

Appropriation

APPROPRIATION
Additional Benefits Programs Funding
\$14,519

WHEREAS, The Charlottesville Department of Social Services has received Federal and State funding in the amount of \$14,519 to be used for benefits programs staffing and operations.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$14,519 is hereby appropriated in the following manner:

Revenue – \$14,519

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

Expenditures - \$14,519

Fund: 212 Cost Center: 3301005000 G/L Account: 510030 \$ 6,000

Fund: 212 Cost Center: 3301005000 G/L Account: 510060 \$ 8,519

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	February 6, 2017
Action Required:	Approval and Appropriation
Presenter:	Lieutenant T. V. McKean., Police Department
Staff Contacts:	Lieutenant T. V. McKean Police Department Thomas Von Hemert, Jefferson Area C.I.T. Coordinator
Title:	C.I.T. Grant – Department of Criminal Justice Services- - \$20,000

Background:

The City of Charlottesville Police Department was awarded grant funds in the amount of \$20,000 from the Virginia Department of Criminal Justice Services (DCJS) for the region's Crisis Intervention Team (C.I.T.) for expenses incurred during calendar year 2016. DCJS was awarded a grant from the Office of the Attorney General to work in conjunction with C.I.T. programs, DBHDS, the Virginia C.I.T. Coalition to develop and implement a comprehensive and measurable process for assuring C.I.T. training capacity and consistency across the commonwealth.

Discussion:

The Thomas Jefferson Area Crisis Intervention Program provides regular training courses for Law Enforcement and other agencies, both local and from throughout the state. These week long training sessions for Police Officers, along with other training sessions for security guards, dispatchers, and others are provided regularly over the course of each year led by C.I.T. Coordinator, Thomas von Hemert. This training serves to keep agencies equipped with C.I.T. trained officers in order to better service those in mental crisis.

Alignment with Council Vision Areas and Strategic Plan:

Appropriation of this item aligns with Council's visions by providing funding to aid the Thomas Jefferson Crisis Intervention Team Program and the Charlottesville Police Department in delivering optimal C.I.T. services to our City as a Smart, Citizen-Focused Government. It supports our Mission of **providing services that promote exceptional quality of life for all in our community** by providing important quality services to those in need of mental health assistance and safety.

This appropriation also supports **Goal 2** of the Strategic Plan: **Be a safe, equitable, thriving and beautiful community**. The C.I.T. program provides education and training to members of the

Community who have frequent interaction with those in need of mental health assistance. These people include but are not limited to, police officers, dispatchers, corrections officers, and fire department personnel. C.I.T. encourages safer and more effective interaction between care providers and those in need, making those interactions and the community more equitable and safer for all. The Jefferson Area C.I.T. program also embraces **Goal 5: Foster Strong Connections** by involving all aspects of the mental health processes and making them more efficient and safer. C.I.T. facilitates and fosters relationships between Region 10, mental health providers, law enforcement, local hospitals, jails, and many others to ensure that those in need of mental health services can obtain them as safely and efficiently as possible. Outcomes for C.I.T. programs can be reported through the number of people who received services related to the program.

Community Engagement:

N/A

Budgetary Impact:

This has no impact on the General Fund. The funds will be expensed and reimbursed to a grants fund and used to operate the program through the Thomas Jefferson Area Crisis Intervention Team.

Recommendation:

Staff recommends approval and appropriation of funds.

Alternatives:

The alternative is to not approve this project to the detriment of increasing much needed mental health programs.

Attachments:

Appropriation

APPROPRIATION
\$20,000
C.I.T. Grant – Department of Criminal Justice Services

WHEREAS, the City of Charlottesville, through the Thomas Jefferson Crisis Intervention Team and the Charlottesville Police Department, receives grant funds from DCJS in the amount of \$20,000;

WHEREAS, the City of Charlottesville, through the Thomas Jefferson Crisis Intervention Team and the Charlottesville Police Department, receives grant funds to develop and implement a comprehensive and measurable process for assuring C.I.T. training capacity and consistency across the region;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the lump sum of \$20,000, received from DCJS is hereby appropriated in the following manner:

Revenues: \$20,000

\$20,000 Fund: 209 Internal Order: 1900226 G/L Account: 430080

Expenditures: \$20,000

\$20,000 Fund: 209 Internal Order: 1900226 G/L Account: 599999

BE IT FURTHER RESOLVED, by the Council of the City of Charlottesville, Virginia, that this appropriation is conditioned upon the receipt of funding from DCJS, and will be hereby considered as a continuing appropriation and funds received for this purpose will be immediately available to spend for the C.I.T. program.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	February 6, 2017
Action Required:	Appropriation
Presenter:	Rory Carpenter, Community Attention
Staff Contacts:	Rory Carpenter, Community Attention Kaki Dimock, Director of Human Services
Title:	Check and Connect Student Engagement Continuation Grant - \$147,000

Background:

Check and Connect is an evidence-based truancy prevention program funded by a Byrne/Juvenile Assistance Grant from the Virginia Department of Criminal Justice Services (DCJS) and administered by the Human Services Department. The grant provides a comprehensive student engagement intervention for truant youth or youth at risk of truancy who live in the City of Promise footprint and attend Venable and Burnley-Moran Elementary and Walker Upper Elementary. The grant period is from January 1, 2017 through June 30, 2017. The total grant is \$110,250 in federal pass through funds, and a required local match of \$36,750 to be provided by the City's current appropriation for the City of Promise.

Discussion:

Truancy is a precursor to delinquent behavior that should be addressed in its early stages to avoid further penetration into the juvenile justice system. Locally, the connection between truancy and delinquency has been documented by the *Juvenile Offender Report, I* a research report developed by the Charlottesville/Albemarle Commission on Children and Families that deals with the risk and needs of 985 local juvenile offenders who were placed on probation between 1997 – 2000, 2004 – 2006, and 2011-2012. The average rate of truancy for the juvenile offenders in the study group was 48% per year over a nine year period.

Alignment with Council Vision Areas and Strategic Plan:

The Check and Connect grant aligns with the Council Vision Areas including America's Healthiest City and a Community of Mutual Respect, and it aligns with Goal 2, Objective 2.1 as follows:

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

Objective 2.1: Provide an effective and equitable public safety system

¹ *Characteristics of Juvenile Offenders*, Ellis, Carpenter, Balnave, Oudekerk, 2012

The Human Service Department's programs provide residential and community based services that prevent delinquency and promote the healthy development of youth. The Check and Connect Program provides comprehensive support services for elementary and upper elementary children experiencing school attendance problems to prevent early school withdrawal and ultimately delinquent behavior by promoting students' engagement with school and learning. Expected outcomes include increased attendance and decreased delinquent behavior during and after program participation.

Community Engagement:

The community is engaged through the City of Promise by serving students and families in the Charlottesville school system through the Check and Connect Program and by collaborating with the many different agencies that interface with the program.

Budgetary Impact:

This has no impact on the General Fund. The funds will be expensed and reimbursed to a Grants Fund. The terms of the award require a local match of \$36,750 which will be provided by the current City appropriation from the City of Promise Program in the Human Services Fund.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

If the grant funds are not appropriated, City of Promise would not be able to provide this service to local youth.

Attachments:

Appropriation

APPROPRIATION
Check and Connect Student Engagement Grant
\$147,000

WHEREAS, the City of Charlottesville has been awarded \$110,250 in Federal Funds from the Virginia Department of Juvenile Justice, and \$36,750 in Matching Funds for a total award of \$147,000 for the Check and Connect Student Engagement Program; and

WHEREAS, the grant award covers the period from January 1, 2017 through June 30, 2017.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$147,000 is hereby appropriated in the following manner:

Revenue – \$147,000

\$110,250	Fund: 209	Cost Center: 3413008000	G/L Account: 430120
\$ 36,750	Fund: 209	Cost Center: 3413008000	G/L Account: 498010

Expenditures - \$147,000

\$131,139	Fund: 209	Cost Center: 3413008000	G/L Account: 519999
\$ 15,861	Fund: 209	Cost Center: 3413008000	G/L Account: 599999

Transfer - \$36,750

\$36,750	Fund: 213	Cost Center: 3413009000	G/L: 561209 Transfers
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$110,250 from VA Department of Criminal Justice Services, and \$36,750 from Community Attention.

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



Agenda Date:	February 6, 2017
Action Required:	Appropriation of Donations to Charlottesville Fire Department
Presenter:	Emily Pelliccia – Deputy Chief; Charlottesville Fire Department
Staff Contacts:	Emily Pelliccia – Deputy Chief; Charlottesville Fire Department
Title:	Donations for Community Risk Reduction Initiatives - \$3,246

Background:

On occasion, the Charlottesville Fire Department receives unsolicited donations from companies and/or individuals. The department has received four such donations that total \$3,246. They are outlined below:

1. Cadet Activity Fund, AFROTC DET 890 (\$100)
2. Charlottesville Area Community Foundation (\$300)
3. Virginia Diodes, Inc. (\$1,000)
4. SB & AH Inc. (\$1,846)

Discussion:

These funds will be utilized for community risk reduction activities specifically to support the Charlottesville Fire Department's free smoke alarm program for city residents. The presence of working smoke alarms in the home reduces the risk of death in a fire by more than 50%. As part of a comprehensive community risk reduction program, the Charlottesville Fire Department provides free smoke alarms to any City resident.

CFD's Smoke Alarm Installation Program has the goal of decreasing the chances of being injured or dying in a home fire by providing early warning detection with a working smoke alarm. The target communities for this program are those individuals who statistically have a higher risk of fires and injuries; households with young children, senior citizens, low income residents, and individuals with a disability. The smoke alarms were originally purchased through a grant but funding from that source no longer exists and therefore these donations will be used to purchase new smoke alarms for installation.

The Smoke Alarm Installation Program allows any member of the Charlottesville community to receive an installed smoke alarm in their home at no cost. These smoke alarms are installed by city firefighters on request and periodically through a door to door canvassing campaign. There are three primary ways for a household to receive a smoke alarm. (1) A firefighter may initiate the installation of a smoke alarm while on a call to an individual's home. (2) A person may contact the CFD Free Smoke Alarm Information number to request a smoke alarm or (3) a person who happens to live in a neighborhood where a smoke alarm canvass is occurring can receive one or more at time of canvass. Most installations are generated by individuals who call the information number after learning about the program from a flyer, presentation, or community event. In 2016 the Charlottesville Fire Department installed 314 smoke alarms and has a goal of installing 500 smoke alarms in 2017. Ultimately our goal is to ensure that every household in the City of Charlottesville has working smoke alarms. In 2015, the department launched a Smoke Alarm app that allows department members to enter citizen requests for smoke alarms. The app allows the department to track requests and installations and creates a record to indicate the need for smoke alarm replacement.

Alignment with Council Vision Areas and Strategic Plan:

This request directly aligns with Goal 2 of the City's strategic plan to "be a safe, equitable, thriving community". Objective 2.1 is to "provide an effective and equitable public safety system" and as part of this the Fire Department has identified several specific measures aimed at protecting the lives and health of the Charlottesville citizens.

Community Engagement:

N/A

Budgetary Impact:

The funds will be appropriated into the Fire Marshal's internal order budget in the General Fund.

Recommendation:

Staff recommends approval of this appropriation.

Alternatives:

The purpose of these donations is for the fire department to have benefit of these funds. The alternative to appropriating these funds is to return the funds to the individuals.

APPROPRIATION

Donations for Community Risk Reduction Initiatives - \$3,246

- 1) Cadet Activity Fund, AFROTC DET 890 (\$100)**
- 2) Charlottesville Area Community Foundation (\$300)**
- 3) Virginia Diodes, Inc. (\$1,000)**
- 4) SB & AH Inc. (\$1,846)**

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$3,246, to be received as donations from the above donors, be appropriated in the following manner:

Revenues - \$3,246

Fund: 105

Internal Order: 2000126

G/L Account: 451020

Expenditures - \$3,246

Fund: 105

Internal Order: 2000126

G/L Account: 599999

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	February 6, 2017
Action Required:	Resolution
Staff Contacts:	Alex Ikefuna, Director of NDS
Presenter:	Alex Ikefuna, Director of NDS
Title:	Honorary Street Name Designation - Rev. Rufus Hayes

Background: The City has received an application for honorary street name designation for Old 5th Street. The request is to honor Reverend Rufus Hayes.

Discussion: In early November 2016 the City Clerk received an application for Honorary Street Designation for Old 5th Street-800 block of 5th Street SW. The applicant has requested that this portion of the street be designated Bishop Rufus Hayes Way.

Alignment with City Council's Vision and Priority Areas: Approval of this agenda item will improve the City's commitment to create "a community of mutual respect" by recognizing the important contributions of community members both past and present.

For the last 50 years, you could hear the distinct voice of Reverend Hayes on WINA radio every Sunday morning on "The Gospel Sermonette" with a word of encouragement to his many listeners. There were many who came to know God through messages given by Reverend Hayes over the years. When starting his church in Charlottesville in 1965 with only a handful of members, he had no idea the reach the church would have, seeing significant growth over the years and becoming a staple in the community.

Understanding the need for community outreach, Hayes started having tent church services in low-income housing areas to bring the church to the community and to instill hope and show the power of faith. Many spectators later became members of the church and improved their life conditions based on a spiritual belief that things could change. Hayes would also frequent local hospitals to provide prayer and healing to sick and shut-in members of the community. The demeanor and resolute faith of Reverend Hayes attracted many residents of the city to request prayers from him based on their trust in his leadership over the years.

Reverend Hayes showed support to his parishioners along with community members by appearing at court hearings or legal proceedings requiring a character witness to those lacking an alternative support system. He is the type of person who would show up at his local car garage with a box of donuts on a random morning just to show gratitude from previous service appointments. He always

supports local businesses and gives new businesses a chance by patronizing their establishment and endorsing them if the service was up to standard.

With a vision given by God, Hayes carried out his passion project by building a "church for all people" from the ground up. The commitment and dedication Hayes gave to this project was an example of how much he believed in it. You could always find Reverend Hayes working on "the site" with his own hands for years to construct the edifice that we now know as the Charlottesville Church of Christ. His perseverance in having the church built was remarkable and huge symbol of pride once the church was completed. Years after the opening, the church suffered a massive fire causing \$20K worth of damage but was later restored in part by the community support and the faith he preaches about to others. As a longtime community leader, Reverend Hayes is very deserving of this honor. His resilience even at age 91 is a beacon for all to see and we hope he can be celebrated by this honor while he's around to see and appreciate it. Thank you in advance for the consideration.

Location Map:



Citizen Engagement: As required by the policy, the applications were forwarded to the appropriate neighborhood associations for review.

Budgetary Impact: \$500 per designation to cover the cost of sign material and fabrication. Installation and on-going maintenance to be completed by City staff.

Recommendation: Staff recommends approval of the resolution to give this street an honorary designation.

Alternatives: Do not approve the resolution.

Attachment: Resolution.

Resolution

Honorary Street Name Designation – Old 5th Street-800 Block 5th Street SW

WHEREAS, City Council adopted a policy for Honorary Street Name Designation;

WHEREAS, City Staff has reviewed the application for appropriateness and verified the historical information;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that Old 5th Street shall be honorary named Bishop Rufus Hayes Way.

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



Agenda Date:	February 6, 2017
Action Required:	Approval of Refund of Tax Payment
Presenter:	Jason Vandever, City Treasurer
Staff Contacts:	Jason Vandever, City Treasurer Jeff Davis, City Assessor
Title:	Refund of Tax Payment to Campus Investors C'Ville 1000 W Main LLC

Background:

In December of 2016, an agent for the owner of 1000 W. Main St contacted the City Assessor's Office regarding the building value used in the 2016 assessment. The City Assessor adjusted the assessed value by \$4,495,900 based on cost figures provided by the taxpayer. As a result, the tax bill for 2016 has been reduced by \$16,733.37, resulting in a refund for the 2016 tax year.

Discussion:

City Code requires Council approval for any tax refund resulting from an assessment change in excess of \$2,500 (City Code Sec. 30-6b). The refund has been approved for presentment to Council by the City Attorney, City Assessor, and City Treasurer.

Alignment with City Council's Vision and Strategic Plan:

n/a

Community Engagement:

n/a

Budgetary Impact:

The refund will reduce current year Real Estate Tax revenue by \$16,733.37 (GL 400010).

Recommendation:

Approval of the refund.

Alternatives:

n/a

Attachments:

City Assessor Exoneration
Council Resolution



City of Charlottesville

MEMO

TO: Richard Palumbo, City Treasurer's Office
CC: Jason Vandever, City Treasurer
FROM: Jeffrey Davis, City Assessor & Joyce Pattison
DATE: 12/22/16
SUBJECT: Exoneration's/Supplements

See below exoneration for 1000 W Main St. Please note this was part of the new construction. The assessment was appealed and this is the new assessment. Please apply the payment already made and waive any fees.

Parcel ID	Owner	Original 2016 Assessment Jan 1 \$5,885,700	Corrected 2016 Assessment	To be Taxed For Appealed Assessment
100068000 RPC 11466	Campus Investors of C'Ville	\$38,893,200	\$34,397,300	Please bill as of 8/10/16 for new assessment

A handwritten signature in blue ink, likely belonging to Jeffrey Davis, the City Assessor.

RESOLUTION
AUTHORIZING REFUND TO CAMPUS INVESTORS C'VILLE 1000 W MAIN ST LLC
OF REAL ESTATE TAXES PAID FOR 2016

WHEREAS, the assessed value for the real property for Campus Investors C'ville 1000 W Main St LLC (the "Property") was changed for calendar year 2016; and

WHEREAS, the real property taxes for the Property for calendar year 2016 were paid on time and as billed; and

WHEREAS, the City Assessor has certified that the real property tax assessment for 2016 was reduced as a result of a taxpayer appeal, and determined that Campus Investors C'ville 1000 W Main St LLC, owner of the Property, is due a refund of \$16,733.37; and

WHEREAS, City Code Section 30-6(b) requires City Council approval for any tax refund exceeding \$2,500.00; now, therefore,

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia, that the City Council hereby authorizes the City Treasurer to issue a refund of \$16,733.37, payable to Campus Investors C'ville 1000 W Main St LLC.

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



Agenda Date:	February 6, 2017
Action Required:	Approval of Resolution
Staff Contacts:	Stacy Pethia, Housing Program Coordinator
Presenter:	Stacy Pethia, Housing Program Coordinator
Title:	Allocation of Charlottesville Affordable Housing Fund (CAHF) for administrative costs associated with the purchase of 1406 Forest Ridge Road by the Thomas Jefferson Community Land Trust -- \$4,595

Background:

The Thomas Jefferson Community Land Trust (TJCLT) is seeking assistance through the Charlottesville Affordable Housing Fund (CAHF) for administrative costs associated with the recent purchase of 1406 Forest Ridge Road. The property, which was purchased in November 2016, is providing an affordable homeownership opportunity for a lower-income family (earning 48% of area median income) within the City of Charlottesville. A copy of the TJCLT's proposal is attached.

Discussion:

The TJCLT makes homeownership affordable for low income homebuyers by relieving the cost of land from the purchase price of a home. Under the community land trust model, the TJCLT maintains ownership of the land conveying use of the land and associated structures to qualifying homeowners via a 90-year ground lease. The land trust model allows low-income homeowners to enjoy the benefits of homeownership, including increasing household wealth, while maintaining the affordability of the property for future homebuyers. The TJCLT is actively working to increase the number of land trust properties located within the City of Charlottesville, recently assisting a low-income family with purchasing a home in the Fifeville neighborhood. The TJCLT is requesting assistance from the CAHF in the amount of \$4,595 to help with administrative costs associated with this purchase.

In FY 15/16, the TJCLT was awarded CDBG funds in amount of \$54,801 to acquire land for a first-time homebuyer project. In November 2016, the TJCLT worked with an eligible, low-

income homebuyer to purchase a single-family home located at 1406 Forest Ridge Road. Originally, the TJCLT had proposed using \$49,401 of the awarded CDBG funds towards the purchase of the property with the remaining \$5,400 going towards any administrative costs incurred. However, due to the purchase price of the house, the TJCLT was required to use the entire \$54,801 of CDBG funds towards the land purchase. The purchase of the Forest Ridge property has contributed to the City's affordable housing goal with an affordability period of 15-years in addition to the 90-year lease required by the TJCLT. The CAHF assistance requested by the TJCLT is to cover the project's administrative costs, the majority of which are related to lead-based paint compliance. The breakdown of administrative costs is outlined below:

1406 Forest Ridge Road Administrative Expenses

Lead-based paint testing services	\$1,135
Weatherseal lead-based paint services	\$2,400
Closing Costs (Attorney)	\$ 995
Wire Transfer Fees	\$ 65
<i>Total</i>	<i>\$4,595</i>

Providing CAHF support to the TJCLT will achieve several important affordable housing outcomes by:

1. Creating a sustainable and permanent housing resource in the City, which will provide an affordable homeowner opportunity for multiple families over time;
2. Providing an affordable homeownership opportunity for one low/moderate income household that might not otherwise be able to purchase a home; AND
3. Permanently adding to the stock of affordable single-family homes for purchase in the City of Charlottesville.

Additionally, such support aligns with the Housing Advisory Committee recommendations from the Charlottesville Comprehensive Housing Analysis presented to City Council on November 21, 2016.

Community Engagement:

None.

Alignment with City Council Vision and Strategic Plan:

This proposal aligns directly with the City Council Vision for Charlottesville to provide quality housing opportunities for all. The proposed project also supports the Strategic Plan's Goal 1.3: Increase affordable housing options. This proposal also supports a number of objectives from the Comprehensive Plan, specifically goals 2.1 (continue to work towards the City's goal of 15% supported affordable units) and 4.3 (promote the long-term affordability of units).

Budgetary Impact:

The proposed project will require \$4,595 from currently allocated CAHF funds.

Recommendation

The proposed project will increase affordable housing in the City, as well as create an affordable homeownership opportunity for low/moderate income families well in to the future. As such, staff recommends of the attached resolution.

Alternatives:

Council could elect not to fund this request and/or to reduce funding below the recommended amount; however, this would impact the City's ability to invest in, and increase, the supply of supported affordable housing units.

Attachments:

TJCLT proposal.
Resolution

RESOLUTION

**Allocation of Charlottesville Affordable Housing Fund (CAHF) for the
Thomas Jefferson Community Land Trust - \$4,595**

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$4,595 be allocated from previously appropriated funds in the Charlottesville Affordable Housing Fund to the Thomas Jefferson Community Land Trust for the purpose of administrative costs related to land acquisition on a first-time homebuyer project.

Fund: 426

Project: CP-084

G/L Account: 530670

Thomas Jefferson Community Land Trust \$4,595



CAHF Funding Proposal, FY 2016

CITY OF CHARLOTTESVILLE, VIRGINIA

Background

The Thomas Jefferson Community Land Trust (TJCLT) makes homeownership a possibility for homebuyers by relieving the cost of land from the purchase price of a home. TJCLT maintains ownership of the land while the homeowner owns the house. Use of the land is conveyed to qualified homeowners by means of a 90-year ground lease that assures long-term stability and security. The land trust is designed so that its homeowners benefit from homeownership but also pass the affordability of the property on to the next owner. Funds invested in the land trust model create a lasting and sustainable resource of affordable housing. TJCLT is growing its portfolio of single family properties and program participants. Program participants must meet low to moderate income requirements. We are seeking \$4,595 from the City of Charlottesville to help with administrative costs incurred as a result of a Community Development Block Grant (CDBG) land acquisition on a first-time homebuyer project in FY 16-17.

Project Description

For FY 15-16, the TJCLT was awarded CDBG funds in the amount of \$54,801 to acquire land for a first-time homebuyer project. In November 2016, the TJCLT worked with an eligible (low-income) homebuyer to close on single-family residential property located at 1406 Forest Ridge Road. In the original budget, the TJCLT proposed to use \$49,401 towards the property and the remaining \$5,400 was to be used towards administrative costs incurred. Due to the purchase price of the house, the TJCLT used the entire CDBG award of \$54,801 towards the cost of the land. The TJCLT is seeking CAHF assistance in the amount of \$4,595 to support administrative costs incurred on this project, most of which is related to lead based paint compliance.

Project Budget

Project Budget	
1406 Forest Ridge Rd Administrative Expenses	
LBP testing services	\$1,135
Weatherseal LBP services	\$2,400
Closing Costs - Attorney	\$995
Wire Transfer Fees	\$65
	\$4,595



Beneficiaries and Outcomes

The beneficiary information is below:

- Household size: 2
- Ethnicity of beneficiaries: White and White/African American
- Annual gross income: \$30,500, 48% of AMI
- Female-headed household

TJCLT's use of CDBG and CAHF funds will achieve several outcomes. The investment will:

Create a sustainable and permanent housing resource that will provide an affordable homeownership opportunity for multiple families over time.

Provide homeownership opportunity for one low/moderate income household that might not otherwise be able to buy a home.

Permanently add to the stock of affordable single family homes for purchase in the City of Charlottesville

Project Timeline

The TJCLT has closed on the land in November 2016. The funds are needed as soon as possible.

Contact Information

Billie Campbell
Thomas Jefferson Community Land Trust
P.O. Box 1601
Charlottesville, VA 22902
Phone: 434-422-4822

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



Agenda Date:	January 17, 2017
Action Required:	Amendment to City Code
Presenter:	Alex Ikefuna, NDS Director
Staff Contacts:	Craig Brown, City Attorney
Title:	Amendment to Sec. 28-25: Removal of Snow, Sleet and Ice from Sidewalk

Background:

On October 17, 2016, NDS and Public Works staff presented a report on the Snow Removal and Sidewalk Ordinance Enforcement to the City Council. The report was designed to provide the City Council an update on the experience staff had with dealing with the massive snow storm in January of 2016. The report also provided a comparative analysis on how other communities in Virginia (Cities of Falls Church and Alexandria, and Arlington County) are using the tiered system approach to address snow removal. Following the presentation, the City Council resolved to grant the City Manager discretionary authority to, in the event of a major snowfall, extend the amount of time allowed for removal of snow and ice from the sidewalk.

Discussion:

Currently the City Manager designates the ‘end of snowfall’ and Property Maintenance Inspectors begin enforcement 24 hours after the announcement. However, in a major snow storm like the one experienced in January of 2016, more time is needed to enable property owners to clear snow or ice from their sidewalks. Staff is proposing amending the City Code to authorize the City Manager to extend the amount of time allowed for the removal of snow or ice from the sidewalk if snowfall is twelve (12) inches or more.

Additionally, staff is proposing deletion of the last sentence under Section 28-25(a) to provide for clarity in interpretation and enforcement. Property owners tend to interpret this section of the code as meaning sidewalk in front of the occupant’s private property.

Alignment with City Council’s Vision and Strategic Plan:

Snow removal supports the City Council’s Visions of “A Connected Community” and Economic Sustainability. The inconvenience of snow and delay in removal may impact economic activities downtown and around the city as well as make it difficult for residents to navigate around the city.

Community Engagement:

There has not been any community engagement on this item; however, NDS staff actively interact with the residents and community on snow removal through call-in complaints.

Budgetary Impact:

This is an amendment to the ordinance and has no budget implications.

Recommendation:

Staff recommends that the City Council approve the proposed amendment to Section 28-25: Removal of Snow, Sleet and Ice from Sidewalks.

Alternatives:

The City Council may choose to defer action and consideration of the proposed amendments, or may deny the proposal.

Attachments:

Proposed Amendment to the Snow Removal Ordinance (Sections 28-25)

**AN ORDINANCE
AMENDING AND REORDAINING SECTION 28-25 OF CHAPTER 28
OF THE CHARLOTTESVILLE CITY CODE, 1990, AS AMENDED,
ALLOWING EXTENSION OF THE TIME ALLOWED PROPERTY OWNERS
TO CLEAR SNOW AND ICE FROM THE PUBLIC RIGHT-OF-WAY.**

BE IT ORDAINED that Section 28-25 of Chapter 28 of the Code of the City of Charlottesville, 1990, as amended, is hereby amended and reordained, as follows:

Sec. 28-25. Removal of snow, sleet and ice from sidewalks.

- (a) It shall be the duty of every owner and/or occupant of every house or lot which abuts or fronts on, or is otherwise situated on, a paved sidewalk or walkway to have all snow or ice removed from such sidewalk or walkway within twenty-four (24) hours after the same has ceased falling. This requirement shall exist whether or not an unpaved strip of publicly-owned property runs between the paved sidewalk and the private property line and the words "abuts," "fronts on," "otherwise situated on," should be interpreted in accord with such requirement. ~~The duty of snow removal imposed on each owner and/or occupant by this section extends only to that portion of a particular paved sidewalk or walkway which runs in front of that particular owner's or occupant's private property.~~

If the total accumulation of snow and ice from one or more snowfalls exceeds twelve (12) inches, the City Manager may extend the amount of time allowed for removal of snow and ice as required by this section for a period not to exceed seventy-two (72) hours after the same has ceased falling. The duration of the extension, as determined by the City Manager, shall be based on the total amount of accumulation of snow and ice, the projected temperatures in the City, and any other relevant weather conditions.

- (b) The provisions of subsection (a) of this section shall apply to ice or sleet on sidewalks or walkways, except that the same, when it cannot be removed without damage to the sidewalk or walkway, shall be covered, within the period of time specified, with sand, ashes or some other substance which will render it safe for travel.
- (c) Whenever any house or lot is unoccupied, it shall be the duty of the owner or the agent of the owner thereof to have the snow or ice removed from the sidewalk or walkway abutting, fronting on, or otherwise situated on such owner's property as is required by this section.
- (d) A warning shall be issued for a violation of this section. The warning shall be posted on the property or delivered by hand to the property owner and/or occupant, and shall provide the owner and/or occupant twenty-four (24) hours in which to correct the conditions. If after such warning and the passage of twenty-four (24) hours, the owner or occupant of the property affected by the provisions of this section shall fail to abate or obviate the condition, the director of neighborhood development services may do so and charge and collect the cost thereof from the owner or occupant of the property affected in any manner provided by law for the collection of Commonwealth or local taxes.

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



Agenda Date:	February 6, 2017
Action Required:	Ordinance Approval (Consent Agenda – 1 st of 2 readings)
Presenter:	S. Craig Brown, City Attorney
Staff Contacts:	Andrew Gore, Assistant City Attorney
Title:	CenturyLink Communications Telecommunications Franchise Renewal

Background: Central Telephone Company of Virginia, d/b/a CenturyLink Communications (“CenturyLink”), has requested a renewal of its current franchise to maintain its existing fiber lines and equipment. CenturyLink has had a franchise agreement with the City since 1978.

Discussion: The proposed franchise ordinance contains the same terms as the model telecommunications franchise ordinance developed by the City Attorney’s Office and used in other franchises granted by the City. The purpose of the franchise will not change. In accordance with the franchise terms, CenturyLink is prepared to comply with the bonding and insurance requirements set forth in the agreement.

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

Recommendation: Approve the renewal of the franchise agreement.

Alternatives: Council may decline to adopt the ordinance and decline to renew the franchise agreement with CenturyLink.

Attachment: Request Letter; Proposed CenturyLink Franchise Agreement Ordinance

Tina M. Colvin
CenturyLink
Legal Department – Network Paralegal
710 E. Mifflin Street
Madison, WI 53706
Phone 303 992-5783
tina.colvin@centurylink.com



September 15, 2016

Barbara K. Ronan, Paralegal
City Attorney's Office
City of Charlottesville
P.O. Box 911
605 E. Main Street
Charlottesville, VA 22902

VIA ELECTRONIC DELIVERY

Re: Request for Renewal of Franchise Agreement

Dear Ms. Ronan:

CenturyLink has been notified that the current Franchise Agreement with the City of Charlottesville has expired. By this letter, CenturyLink is requesting renewal of the Franchise.

Should you require any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Tina M. Colvin".

Tina M. Colvin
CenturyLink Paralegal 4

tmc

cc: Eric Schwalb, Esq.
William Owen, CenturyLink Manager of Engineering and Construction

**CENTRAL TELEPHONE COMPANY OF VIRGINIA
D/B/A CENTURYLINK
TELECOMMUNICATIONS FRANCHISE**

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**AN ORDINANCE
GRANTING A TELECOMMUNICATIONS FRANCHISE TO
CENTRAL TELEPHONE COMPANY OF VIRGINIA D/B/A CENTURYLINK,
ITS SUCCESSORS AND ASSIGNS
TO USE THE STREETS AND OTHER PUBLIC PLACES
OF THE CITY OF CHARLOTTESVILLE, VIRGINIA
FOR ITS POLE, WIRES, CONDUITS, CABLES AND FIXTURES,
FOR A PERIOD OF FIVE (5) YEARS**

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

ARTICLE I

SECTION 101 PURPOSE AND SCOPE

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

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

SECTION 102 AUTHORITY TO MANAGE THE RIGHT OF WAY

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

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

SECTION 103 DEFINITIONS

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

103.2 COMPANY means Central Telephone Company Of Virginia, D/B/A/Centurylink, including its successors and assigns.

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

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

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

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

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

Article II

Section 201 Initial Installation

The installation of equipment, lines, cables or other Facilities by the Company shall be a mixture of overhead and underground in Public Rights-of-Way.

Section 202 Subsequent Installation

202.1 SUBSEQUENT INSTALLATION MADE PURSUANT TO AN APPROVED PROW PLAN:

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

202.2 GENERAL PREFERENCE FOR UNDERGROUND FACILITIES: As a matter of policy, the City prefers that the installation of any Facility within the PROW occur underground. Notwithstanding this preference, the City recognizes that in some circumstances the placement of Facilities underground may not be appropriate.

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

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

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

Section 203 Inspection by the City

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

Section 204 Authority of the City to Order Cessation of Excavation

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

Section 205 Location of Posts, Poles, Cables and Conduits

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

SECTION 206 OBSTRUCTION OF THE PROW

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

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

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

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

Article III

Section 301 Administration of the Public Rights of Way

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

Section 302 Submission of PROW Plan

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

Section 303 Good Cause Exception

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

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

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

Section 304 Decision on PROW Plan by the Director

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

304.2 APPEAL: Upon written request within thirty (30) days of the Director's decision, the Company may have the denial of a PROW Plan reviewed by the City Manager. The City Manager will schedule its review of the Director's decision within forty-five (45) days of

receipt of such a request. A decision by the City Manager will be in writing and supported by written findings establishing the reasonableness of its decision.

Section 305 Mapping Data

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

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

Article IV

Section 401 Compliance with all Law and Regulations

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

Article V

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

Upon written notice from the Director of a planned and authorized improvement or alteration of City sidewalks, streets or other property, or of a proposed relocation of any City-owned utilities that necessitate relocation of some or all of the Facilities owned by the Company and lines to accommodate same, the Company shall relocate at its own expense any such Facilities within one

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

Section 502 Rights-of-Way Patching and Restoration

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

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

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

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

502.4 GUARANTEES: The Company guarantees its restoration work and shall maintain it for twenty-four (24) months following its completion. The previous statement notwithstanding, the Company will guarantee and maintain plantings and turf for twelve

(12) months. During these maintenance periods, the Company shall, upon notification by the City, correct all restoration work to the extent necessary, using the method determined by the Director. Such work shall be completed after receipt of notice from the Director, within a reasonably prompt period, with consideration given for days during which work cannot be done because of circumstances constituting force majeure. Notwithstanding the foregoing, the Company's guarantees set forth hereunder concerning restoration and maintenance, shall not apply to the extent another company, franchisee, licensee, permittee, other entity or person, or the City disturbs or damages the same area, or a portion thereof, of the Public Rights-of-Way.

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

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

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

Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to, administrative, overhead mobilization, material, labor, and equipment related to such repair.

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

Article VI

Section 601 Indemnification and Liability

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

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

601.2 DUTY TO INDEMNIFY, DEFEND AND HOLD HARMLESS: If a suit arising out of subsection (a), (b), (c) of Section 601.1, claiming such injury, death, or damage shall be brought or threatened against the City, either independently or jointly with the Company, the Company will defend, indemnify and hold the City harmless in any such suit, at the cost of the Company, provided that the City promptly provides written notice of the commencement or threatened commencement of the action or proceeding involving a claim in respect of which the City will seek indemnification hereunder. The Company shall be entitled to have sole control over the defense through counsel of its own choosing and over settlement of such claim provided that the Company must obtain the prior written approval of City of any settlement of such claims against the City, which approval shall not be unreasonably withheld or delayed more than thirty (30) days. If, in such a suit, a final judgment is obtained against the City, either independently or jointly with the Company, the Company will pay the judgment, including all reasonable costs, and will hold the City harmless therefrom.

Section 602 Waiver by the City

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

- (a) elects to conduct its own defense against such claim;

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

Section 603 Insurance

603.1 The Company shall also maintain in force a comprehensive general liability policy in a form satisfactory to the City Attorney, which at minimum must provide:

- (a) verification that an insurance policy has been issued to the Company by an insurance company licensed to do business in the State of Virginia, or a form of self insurance acceptable to the City Attorney;
- (b) verification that the Company is insured against claims for personal injury, including death, as well as claims for property damage arising out of (i) the use and occupancy of the Public Rights-of-Way by the Company, its agents, employees and permittees, and (ii) placement and use of Facilities owned by the Company in the Public Rights-of-Way by the Company, its officers, agents, employees and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground Facilities and collapse of property;
- (c) verification that the City Attorney will be notified thirty (30) days in advance of cancellation of the policy or material modification of a coverage term;
- (d) verification that comprehensive liability coverage, automobile liability coverage, workers compensation and umbrella coverage established by the City Attorney in amounts sufficient to protect the City and the public and to carry out the purposes and policies of this Ordinance; and
- (e) verification that the policy has a combined single limit coverage of not less than two million dollars (\$2,000,000).

The policy shall include the City as an additional insured party, and the Company shall provide the City Attorney with a certificate of such coverage before beginning installation of any lines, cable or equipment.

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

Section 604 Negligence and Intentional Acts

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

Article VII

SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND

Prior to the Effective Date of this Ordinance, the Company has deposited with the City a Performance Bond made payable to the city in the amount of one hundred thousand dollars (\$100,000). The Performance Bond is to guarantee that the project is done in a proper manner without damage to the PROW. The bond shall be written by a corporate surety acceptable to the City and authorized to do business in the Commonwealth of Virginia. Upon completion of construction of the Facilities, the Company may reduce the Performance Bond to the amount of twenty-five thousand dollars (\$25,000) and made payable to the City, and the Performance Bond shall be maintained at this amount through the term of this Agreement.

SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND

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

- (a) material changes in the net worth of the Company;
- (b) changes in the identity of the Company that would require the prior written consent of the City;
- (c) material changes in the amount and location of Facilities owned by the Company;
- (d) the Company's recent record of compliance with the terms and conditions of this Ordinance; and
- (e) material changes in the amount and nature of construction or other activities to be performed by the Company pursuant to this Ordinance.

SECTION 703 PURPOSE OF PERFORMANCE BOND

The Performance Bond shall serve as security for:

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

Section 704 Fees or Penalties for Violations of the Ordinance

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

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

Article VIII

SECTION 801 COMPENSATION/PROW USE FEE.

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

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

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

SECTION 802 FRANCHISING COSTS

Prior to the execution of this Ordinance, the City incurred costs for the services of third parties (including, without limitation, attorneys and other consultants) in connection with the award of this telecommunications Franchise. Within thirty (30) days after receipt from the City of an invoice for such costs, the Company shall pay at such time and in such manner as the City shall specify to the City or, at the direction of the City, to third parties an amount equal to the costs the City incurs for the services of such third parties. Payment by Company of such franchising costs shall not in any way be offset nor deducted from applicable PROW use fees required pursuant to Section 801 herein. In the event of any renewal, renegotiations, transfer, amendment or other modification of this Ordinance or the Franchise, the Company will reimburse the City in the

same manner for such third party costs, if any are incurred. The Company's obligations under this Section shall not exceed two thousand five hundred dollars (\$2500.00).

SECTION 803 NO CREDITS OR DEDUCTIONS

The compensation and other payments to be made pursuant to Article VIII: (a) shall not be deemed to be in the nature of a tax, and (b) except as may be otherwise provided by Section 56-468.1 of the Code of Virginia, shall be in addition to any and all taxes or other fees or charges that the Company shall be required to pay to the City or to any state or federal agency or authority, all of which shall be separate and distinct obligations of the Company.

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

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

Article IX

Section 901 Reservation of All Rights and Powers

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

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

Section 902 Severability

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

Article X

Section 1001 Maintenance Obligation

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

Section 1002 Tree Trimming

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

Article XI

Section 1101 Initial Term of Telecommunications Franchise

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

Section 1102 Application for New Telecommunications Franchise

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

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

Upon a timely request by the Company prior to the expiration of its initial franchise, the Company shall be permitted to continue operations of the Facilities owned by the Company

within the City under the terms of the franchise granted by this Ordinance until the City acts. Nothing herein shall be construed to grant the Company a perpetual franchise interest.

Article XII

Section 1201 Notice

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

To the Company:

To the City:

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

With a copy to:

With a copy to:

S. Craig Brown, City Attorney
City Attorney's Office
P.O. Box 911
Charlottesville, VA 22902

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

Section 1202 Emergency Notification

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

To the Company:

To the City:

Gas Dispatchers

(434) 970-3800 (office)

Emergency (434) 293-9164 (leaks)

(434) 970-3817 (facsimile)

Director of Public Works

(434) 970-3301 (office)

(434) 970-3817 (facsimile)

Section 1203 Registration of Data

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

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

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

Article XIII

Section 1301 Termination of Telecommunications Franchise

The franchise granted by this Ordinance may be terminated:

- (a) by the Company, at its election and without cause, by written notice to the City at least sixty (60) days prior to the effective date of such termination; or
- (b) by either the Company or the City, after thirty (30) days written notice to the other party of the occurrence or existence of a default of the franchise granted by this

Ordinance, if the defaulting party fails to cure or commence good faith efforts to cure, such default within sixty (60) days after delivery of such notice.

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

Article XIV

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

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

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

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

Article XV

SECTION 1501 Prior Written Consent for Assignment

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

In addition, the City agrees that nothing in this Ordinance shall be construed to require Company to obtain approval from the City in order to lease any Facilities owned by the Company or any portion thereof in, on, or above the PROW, or grant an indefeasible right of use (“IRU”) in the Facilities owned by the Company, or any portion thereof, to any entity or person. The lease or grant of an IRU in such Facilities owned by the Company, or any portion or combination thereof,

shall not be construed as the assignment or transfer of any franchise rights granted under this Ordinance.

Section 1502 Successors and Assigns

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

Article XVI

Section 1601 Nonexclusive Franchise

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

Article XVII

Section 1701 All Waivers in Writing and Executed by the Parties

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

Section 1702 No Constructive Waiver Recognized

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

Article XVIII

Section 1801 No Discrimination

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

Article XIX

Section 1901 Force Majeure

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

Article XX

Section 2001 Effective Date

This Ordinance shall be effective upon its passage.

Adopted by the Council of the City of Charlottesville on the _____ day of _____, 2017.

Clerk of Council

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

CENTRAL TELEPHONE COMPANY OF
VIRGINIA D/B/A/ CENTURYLINK

Date: _____, 2016

By: _____

Its: _____

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



Agenda Date:	February 6, 2017
Action Required:	Ordinance Approval (Consent Agenda – 1 st of 2 readings)
Presenter:	S. Craig Brown, City Attorney
Staff Contacts:	Andrew Gore, Assistant City Attorney
Title:	FiberLight of Virginia, LLC Telecommunications Franchise Renewal

Background: FiberLight of Virginia, LLC (“FiberLight”) has requested a renewal of its current franchise to maintain its existing fiber lines and equipment. FiberLight has had a franchise agreement with the City since 2011.

Discussion: The proposed franchise ordinance contains the same terms as the model telecommunications franchise ordinance developed by the City Attorney’s Office and used in other franchises granted by the City. The purpose of the franchise will not change. In accordance with the franchise terms, Fiberlight is prepared to comply with the bonding and insurance requirements set forth in the agreement.

Budgetary Impact: The proposed franchise has no anticipated budgetary impact. However, the franchise agreement reserves the right to collect the public rights-of-way use fee to the extent allowed under Virginia law by passage of an ordinance providing for such fee. Previously, Council has declined to adopt such a consumer fee.

Recommendation: Approve the renewal of the franchise agreement.

Alternatives: Council may decline to adopt this ordinance and decline to renew the franchise agreement with FiberLight.

Attachments: Request Letter; Proposed FiberLight of Virginia LLC Franchise Ordinance



FiberLight Alpharetta Headquarters
11700 Great Oaks Way
Suite 100
Alpharetta, GA 30022

September 14, 2016

Ms. Paige Barfield
City Counsel Clerk
PO Box 911
Charlottesville, VA 22902

RE: Franchise Request from FiberLight of Virginia, LLC

Dear Ms. Barfield:

Please accept this letter as our formal request to renew the expired franchise agreement between FiberLight of Virginia, LLC (FiberLight™) and the City of Charlottesville. The franchise agreement is to maintain and operate underground fiber optic cable and related facilities in the rights-of-way maintained by the City of Charlottesville.

Additionally, I have enclosed the following documents that are required:

1. A map identifying the locations of the line in the City's rights-of-way;
2. A copy of the Performance Bond in the amount of \$25,000.00 currently held by the City of Charlottesville; and
3. A Certificate of Insurance naming City of Charlottesville as an additional insured.

If you should have any questions regarding this matter, please do not hesitate to contact me at 678.824.6656 or via email at Randall.Covard@Fiberlight.com. Thank you for your assistance in this matter, it is greatly appreciated.

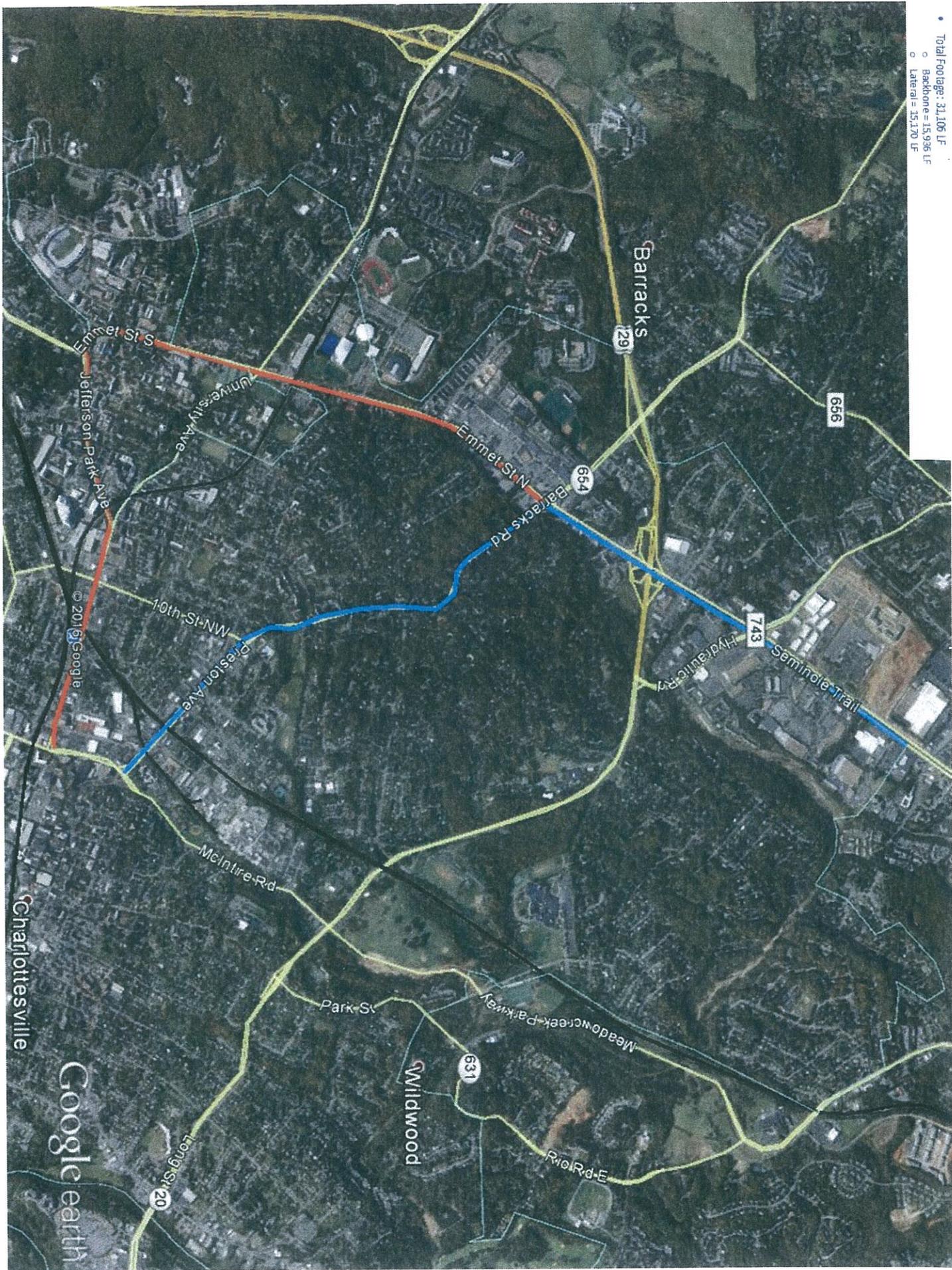
Sincerely,

A handwritten signature in blue ink, appearing to be "RC" with a long horizontal flourish extending to the right.

Randall Covard
Corporate Counsel

RC/tm

- Total Footage: 31,106 LF
- Backbone = 15,936 LF
- Lateral = 15,170 LF



Google earth

Charlottesville

Barracks

Wildwood

Emmet St S
Jefferson Park Ave

University Ave

10th St NW

Dession Ave

McIntire Rd

Park St

Long St

Emmet St N

654

Barracks Rd

RR Rd E

631

Meadowcreek Parkway

1291

666

743

Hydantonic Rd

Seminole Trail

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FIBERLIGHT OF VIRGINIA, LLC
TELECOMMUNICATIONS FRANCHISE

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

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

ARTICLE I

SECTION 101 PURPOSE AND SCOPE

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

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

SECTION 102 AUTHORITY TO MANAGE THE RIGHT OF WAY

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

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

SECTION 103 DEFINITIONS

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

103.2 COMPANY means FiberLight of Virginia, LLC, including its successors and assigns.

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

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

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

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

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

ARTICLE II

SECTION 201 INITIAL INSTALLATION

The initial installation of equipment, lines, cables or other Facilities by the Company shall be a mixture of overhead and underground in the Public Rights-of-Way as depicted in Exhibit A, attached hereto, and as may have been or may hereafter be modified, and incorporated by reference.

SECTION 202 SUBSEQUENT INSTALLATION

202.1 SUBSEQUENT INSTALLATION MADE PURSUANT TO AN APPROVED PROW PLAN:

Additional Facilities installed within the PROW may be placed overhead or underground pursuant to an approved request by the Company made pursuant to Article III, and in accordance with such generally applicable ordinances or regulations governing such

installations that have been adopted by the City from time to time.

202.2 GENERAL PREFERENCE FOR UNDERGROUND FACILITIES: As a matter of policy, the City prefers that the installation of any Facility within the PROW occur underground. Notwithstanding this preference, the City recognizes that in some circumstances the placement of Facilities underground may not be appropriate. Any additional installation of lines, cable, equipment or other Facilities shall be underground unless it shall be determined by the Director, pursuant to Article III, that it is not feasible to do so.

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

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

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

SECTION 203 INSPECTION BY THE CITY

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

SECTION 204 AUTHORITY OF THE CITY TO ORDER CESSATION OF EXCAVATION

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

SECTION 205 LOCATION OF POSTS, POLES, CABLES AND CONDUITS

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

SECTION 206 OBSTRUCTION OF THE PROW

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

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

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

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

ARTICLE III

SECTION 301 ADMINISTRATION OF THE PUBLIC RIGHTS OF WAY

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

SECTION 302 SUBMISSION OF PROW PLAN

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

SECTION 303 GOOD CAUSE EXCEPTION

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

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

If the City becomes aware of an emergency regarding the Company's facilities, the City will attempt to contact the Company's emergency representative as indicated in Section 1202. In any event, the City shall take whatever action it deemed necessary by the Director to make an appropriate and reasonable response to the emergency. The costs associated with the City's respond shall be borne by the person whose facilities occasioned the emergency.

SECTION 304 DECISION ON PROW PLAN BY THE DIRECTOR

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

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

SECTION 305 MAPPING DATA

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

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

ARTICLE IV

SECTION 401 COMPLIANCE WITH ALL LAW AND REGULATIONS

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

ARTICLE V

SECTION 501 RELOCATION OF COMPANY FACILITIES WITHIN THE PUBLIC RIGHTS-OF WAY

Upon written notice from the Director of a planned and authorized improvement or alteration of City sidewalks, streets or other property, or of a proposed relocation of any City-owned utilities that necessitate relocation of some or all of the Facilities owned by the Company and lines to accommodate same, the Company shall relocate at its own expense any such Facilities within one hundred eighty (180) days of receipt of the notice. At Company's request, the city may consent to a longer period, such consent not to be unreasonably or discriminatorily withheld, conditioned or delayed. Notwithstanding the foregoing, the City shall reimburse Company for any such relocation expense if such reimbursement is required by Section 56-468.2 of the Code of Virginia, or other applicable law.

SECTION 502 RIGHTS-OF WAY PATCHING AND RESTORATION

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

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

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

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

502.4 GUARANTEES: The Company guarantees its restoration work and shall maintain it for twenty-four (24) months following its completion. The previous statement notwithstanding, the Company will guarantee and maintain plantings and turf for twelve (12) months. During these maintenance periods, the Company shall, upon notification by the City, correct all restoration work to the extent necessary, using the method determined by the Director. Such work shall be completed after receipt of notice from the Director, within a reasonably prompt period, with consideration given for days during which work cannot be done because of circumstances constituting force majeure. Notwithstanding the foregoing, the Company's guarantees set forth hereunder concerning restoration and maintenance, shall not apply to the extent another company, franchisee, licensee, permittee, other entity or person, or the City disturbs or damages the same area, or a portion thereof, of the Public Rights-of-Way.

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

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

502.7 DAMAGE TO OTHER FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY: The Company shall be responsible for the cost of repairing any Facilities existing within the Public Rights-of-Way that it or the Facilities owned by the Company damage. If the Company damages the City's Facilities within the Public Rights-of-Way, such as, but not limited to, culverts, road surfaces, curbs and gutters, or tile lines, the Company shall correct the damage within a prompt period after receiving written notification from the City. If the Company does not correct the City's damaged Facilities pursuant to the foregoing, the City may make such repairs as necessary and charge all of the reasonable, actual and documented costs of such repairs within thirty (30) days of billing accompanied by an itemized statement of the City's reasonable costs. If payment is not received by the City within such thirty (30) day period, the City Attorney may bring an action to recover the reasonable costs of the restoration and reasonable attorney's fees in a court of competent jurisdiction pursuant to Section 56-467 of the Virginia Code. Reasonable costs may include, but are not limited to, administrative overhead, mobilization, material, labor, and equipment related to such repair.

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

ARTICLE VI

SECTION 601 INDEMNIFICATION AND LIABILITY

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

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

601.2 DUTY TO INDEMNIFY, DEFEND AND HOLD HARMLESS: If a suit arising out of subsection (a), (b), (c) of Section 601.1, claiming such injury, death, or damage shall be brought or threatened against the City, either independently or jointly with the Company, the Company will defend, indemnify and hold the City harmless in any such suit, at the cost of the Company, provided that the City promptly provides written notice of the commencement or threatened commencement of the action or proceeding involving a claim in respect of which the City will seek indemnification hereunder. The Company shall be entitled to have sole control over the defense through counsel of its own choosing and over settlement of such claim provided that the Company must obtain the prior written approval of City of any settlement of such claims against the City, which approval shall not be unreasonably withheld, conditioned or delayed more than thirty (30) days. If, in such a suit, a final judgment is obtained against the City, either independently or jointly with the Company, the Company will pay the judgment, including all reasonable costs, and will hold the City harmless therefrom.

SECTION 602 WAIVER BY THE CITY

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

- (a) elects to conduct its own defense against such claim;

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

SECTION 603 INSURANCE

603.1 The Company shall also maintain in force a comprehensive general liability policy in a form satisfactory to the City Attorney, which at minimum must provide:

- (a) verification that an insurance policy has been issued to the Company by an insurance company licensed to do business in the State of Virginia, or a form of self insurance acceptable to the City Attorney;
- (b) verification that the Company is insured against claims for personal injury, including death, as well as claims for property damage arising out of (i) the use and occupancy of the Public Rights-of-Way by the Company, its agents, employees and permittees, and (ii) placement and use of Facilities owned by the Company in the Public Rights-of-Way by the Company, its officers, agents, employees and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground Facilities and collapse of property;
- (c) verification that the City Attorney will be notified thirty (30) days in advance of cancellation of the policy or material modification of a coverage term;
- (d) verification that comprehensive liability coverage, automobile liability coverage, workers compensation and umbrella coverage established by the City Attorney in amounts sufficient to protect the City and the public and to carry out the purposes and policies of this Ordinance; and
- (e) verification that the policy has a combined single limit coverage of not less than two million dollars (\$2,000,000).

The policy shall include the City as an additional insured party, and the Company shall provide the City Attorney with a certificate of such coverage before execution of this franchise.

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

SECTION 604 NEGLIGENCE AND INTENTIONAL ACTS

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

ARTICLE VII

SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND

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

SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND

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

- (a) material changes in the net worth of the Company;
- (b) changes in the identity of the Company that would require the prior written consent of the City;
- (c) material changes in the amount and location of Facilities owned by the Company;
- (d) the Company's recent record of compliance with the terms and conditions of this Ordinance; and
- (e) material changes in the amount and nature of construction or other activities to be performed by the Company pursuant to this Ordinance.

SECTION 703 PURPOSE OF PERFORMANCE BOND

The Performance Bond shall serve as security for:

- (a) the faithful performance by the Company of all terms, conditions and obligations of this Ordinance;

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

SECTION 704 FEES OR PENALTIES FOR VIOLATIONS OF THE ORDINANCE

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

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

ARTICLE VIII

SECTION 801 COMPENSATION/PROW USE FEE.

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

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

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

SECTION 802 RESERVED

SECTION 803 NO CREDITS OR DEDUCTIONS

The compensation and other payments to be made pursuant to Article VIII: (a) shall not be deemed to be in the nature of a tax, and (b) except as may be otherwise provided by Section 56-468.1 of the Code of Virginia, shall be in addition to any and all taxes or other fees or charges that the Company shall be required to pay to the City or to any state or federal agency or authority, all of which shall be separate and distinct obligations of the Company.

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

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

ARTICLE IX

SECTION 901 RESERVATION OF ALL RIGHTS AND POWERS

The City reserves the right by ordinance or resolution to establish any reasonable regulations for the convenience, safety, health and protection of its inhabitants under its police powers, consistent with state and federal law. The rights herein granted are subject to the exercise of such police powers as the same now are or may hereafter be conferred upon the City. Without

limitation as to the generality of the foregoing the City reserves the full scope of its power to require by ordinance substitution of underground service for overhead service, or the transfer of overhead service from the front to the rear of property whenever reasonable in all areas in the City and with such contributions or at such rates as may be allowed by law.

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

SECTION 902 SEVERABILITY

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

ARTICLE X

SECTION 1001 MAINTENANCE OBLIGATION

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

SECTION 1002 TREE TRIMMING

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

ARTICLE XI

SECTION 1101 INITIAL TERM OF TELECOMMUNICATIONS FRANCHISE

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

SECTION 1102 APPLICATION FOR NEW TELECOMMUNICATIONS FRANCHISE

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

SECTION 1103 OPERATION OF FACILITIES OWNED BY THE COMPANY WHILE RENEWAL IS PENDING

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

ARTICLE XII

SECTION 1201 NOTICE

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

To the Company:

FiberLight of Virginia, LLC
Attn: General Counsel
11700 Great Oaks Way, Suite 100
Alpharetta, Georgia 30022

To the City:

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

Copy to: City of Charlottesville

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

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

SECTION 1202 EMERGENCY NOTIFICATION

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

To the Company:

The duty supervisor number for after hours/weekends/holidays: Duty Supervisor - 434-973-7951

Area Plant Supervisor for weekdays 7:30 to 5PM - 434-971-4307 Cell 434-872-3263 (Wayne Scupp)

Escalations to Area Operations Manager - Office 434-971-2539 Cell 434-962-3130 (Randy Hudson)

To the City:

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

Judith Mueller, Director of Public Works
(434) 970-3301 (office)
(434) 970-3817 (facsimile)

SECTION 1203 REGISTRATION OF DATA

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

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

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

ARTICLE XIII

SECTION 1301 TERMINATION OF TELECOMMUNICATIONS FRANCHISE

The franchise granted by this Ordinance may be terminated:

- (a) by the Company, at its election and without cause, by written notice to the City at least sixty (60) days prior to the effective date of such termination; or
- (b) by either the Company or the City, after thirty (30) days written notice to the other party of the occurrence or existence of a default of the franchise granted by this Ordinance, if the defaulting party fails to cure or commence good faith efforts to cure, such default within sixty (60) days after delivery of such notice.

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

ARTICLE XIV

SECTION 1401 REMOVAL OF FACILITIES FROM THE PUBLIC RIGHTS-OF-WAY

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

SECTION 1402 ABANDONMENT OF FACILITIES OWNED BY THE COMPANY IN THE PUBLIC RIGHTS-OF-WAY

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

ARTICLE XV

SECTION 1501 PRIOR WRITTEN CONSENT FOR ASSIGNMENT

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

In addition, the City agrees that nothing in this Ordinance shall be construed to require Company

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

SECTION 1502 SUCCESSORS AND ASSIGNS

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

ARTICLE XVI

SECTION 1601 NONEXCLUSIVE FRANCHISE

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

ARTICLE XVII

SECTION 1701 ALL WAIVERS IN WRITING AND EXECUTED BY THE PARTIES

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

SECTION 1702 NO CONSTRUCTIVE WAIVER RECOGNIZED

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

ARTICLE XVIII

SECTION 1801 NO DISCRIMINATION

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

ARTICLE XIX

SECTION 1901 FORCE MAJEURE

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

ARTICLE XX

SECTION 2001 EFFECTIVE DATE

This Ordinance shall be effective upon its passage.

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

_____, Clerk of Council

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

FIBERLIGHT OF VIRGINIA, LLC

By _____

Its _____

Date _____

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



Agenda Date:	February 6, 2017
Action Required:	Yes (First Reading of Ordinance)
Presenter:	Craig Brown, City Attorney
Staff Contacts:	Marty Silman, City Engineer; Jason McIlwee, Public Utilities
Title:	Grant of Easement for Electric Duct Bank under Emmett Street, Stadium Road, Jefferson Park Avenue and Monroe Lane to the University of Virginia

Background and Discussion:

The University of Virginia is requesting a permanent (40 year) easement from the City in order to maintain an electric duct bank and related facilities within the public rights-of-way of Emmet Street, Stadium Road, Jefferson Park Avenue and Monroe Lane. The University has agreed with Dominion Power to connect three (3) substations identified as Alderman, Sherwood and Cavalier, as shown on the attached drawing, by installing the aforementioned underground electric duct banks. Having the electrical lines underground will greatly minimize the number and degree of electrical outages affecting buildings serving the University and the community.

The proposed easement has been reviewed and approved by the City Engineer, Public Utilities, and the City Attorney.

Alignment with Council Vision Areas and Strategic Plan:

Not applicable.

Community Engagement:

A public hearing is required by law to give the public an opportunity to comment on the proposed conveyance of a property interest. Notice of such public hearing was advertised in the local newspaper at least 7 days in advance of the public hearing.

Alternatives:

City Council can propose different terms and conditions for the conveyance of the easement.

Budgetary Impact:

None. All costs of installation and future maintenance of the facilities within the easement will be the responsibility of the University of Virginia.

Recommendation: Approval of the attached ordinance authorizing the grant of the requested easement.

Attachments: Letter Request from UVA; Ordinance; Deed and Plats



UNIVERSITY of VIRGINIA

One Boar's Head Pointe • P.O. Box 400884
Charlottesville, VA 22904-4884
434-982-5844

SENIOR VICE PRESIDENT OF OPERATIONS
Real Estate & Leasing Services

December 19, 2016

Mr. Craig Brown
City Attorney
City of Charlottesville
P.O. Box 911
Charlottesville, Virginia 22902

Re: Request for easement, 35kV Underground Duct Bank

Dear Craig,

The University of Virginia requests the conveyance of an easement along portions of Stadium Road, Jefferson Park Avenue, and Monroe Lane for the installation of an underground duct bank. The duct bank will connect three area substations, Alderman, Sherwood, and Cavalier.

The University averages 30 power disturbances each year due to problems associated with overhead power lines. These outages cause significant disruptions to research, teaching, patient care, and building operations.

To address both intermittent "blips" as well as sustained outages, the University and Dominion Power have agreed to connect the substations. The connections will enhance reliability and minimize interruptions. The ductbank will not remove or replace existing overhead lines or provide service to buildings, the new lines will solely connect the substations.

The resulting reliability will benefit many buildings serving the University and the community, to include the University Hospital, the 911 Center, and certain emergency shelters.

Our team has been working closely with city staff to determine an acceptable route and we look forward to working with your office and City Council to complete the approval process.

Sincerely,

Charles Hurt, Jr.
Director, Real Estate and Leasing Services

Enclosures:

- Board of Visitors approval
- Route Overview
- Survey Plats
- Draft Easement

DOCKET
BOARD OF VISITORS
June 12, 2015

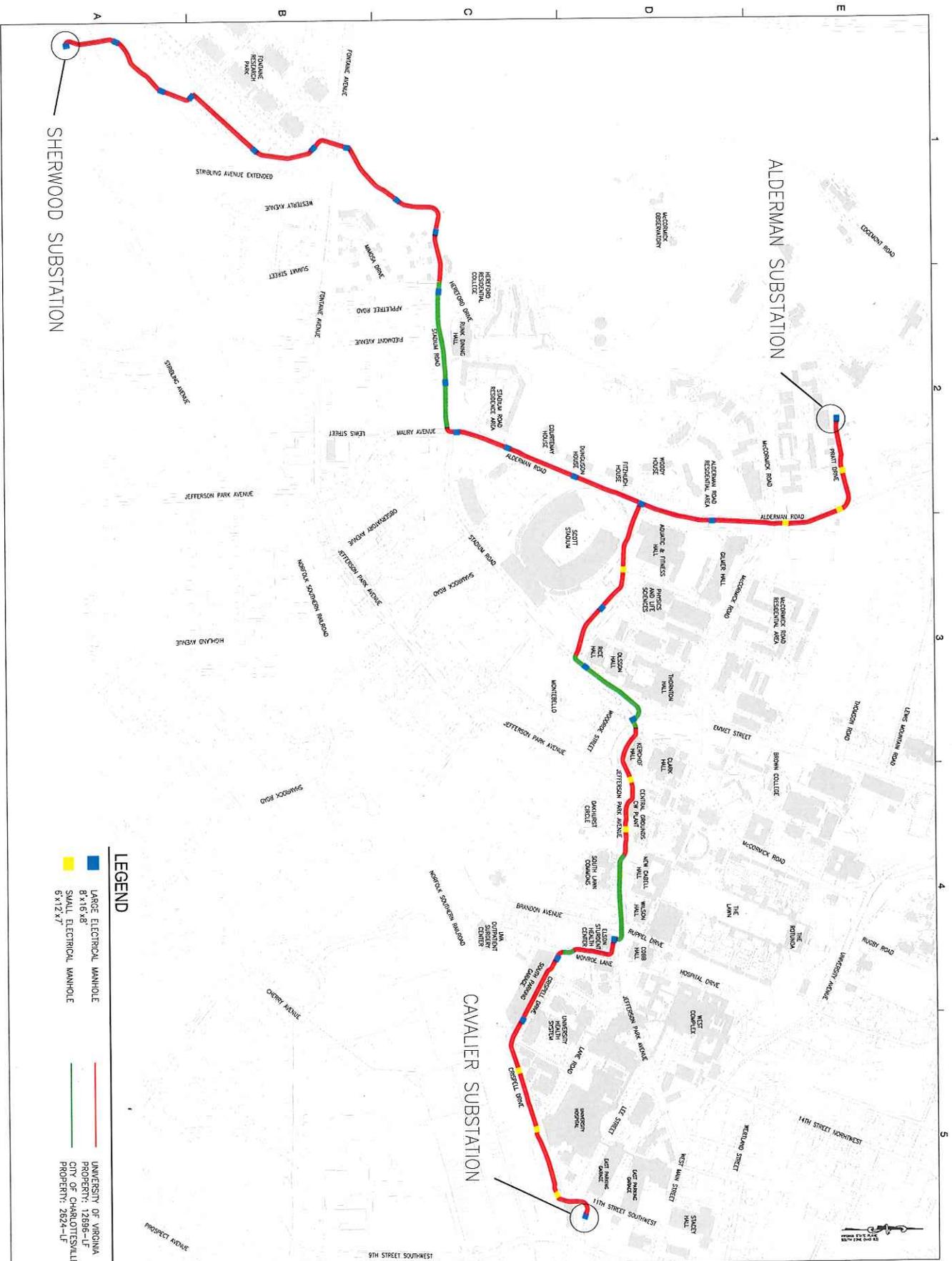
CONSENT ITEMS

1. THE GRANT TO AND ACCEPTANCE FROM DOMINION VIRGINIA POWER, THE CITY OF CHARLOTTESVILLE, THE UNIVERSITY OF VIRGINIA FOUNDATION, NORFOLK SOUTHERN RAILWAY, THE VIRGINIA DEPARTMENT OF TRANSPORTATION, AND OTHERS AS REQUIRED, OF EASEMENTS FOR THE INSTALLATION OF AN ELECTRICAL DUCTBANK
(approved by the Buildings & Grounds Committee on June 11, 2015)

RESOLVED, the grant to and acceptance from Dominion Virginia Power, the City of Charlottesville, Norfolk Southern Railway, the Virginia Department of Transportation, the University of Virginia Foundation, and others as required, of easements to install an electrical ductbank is approved; and

RESOLVED FURTHER, the Executive Vice President and Chief Operating Officer is authorized, on behalf of the University, to approve and execute deeds of easement, licenses, agreements, permits, plats, and such other documents as may be necessary to complete this project, to approve revisions to the Plan (including, without limitation, revisions to change the location of proposed easements), to incur reasonable and customary expenses, and to take such other actions as deemed necessary and appropriate to grant and acquire such permanent and temporary easements to accomplish the installation of the duct bank and the installation and housing of electrical equipment; and

RESOLVED FURTHER, all prior acts performed by the Executive Vice President and Chief Operating Officer, and other officers and agents of the University, in connection with the grant and acceptance of such easements, are in all respects approved, ratified, and confirmed.



SHERWOOD SUBSTATION

ALDERMAN SUBSTATION

CAVALIER SUBSTATION

- LEGEND**
- LARGE ELECTRICAL MANHOLE
8'x16'x8'
 - SMALL ELECTRICAL MANHOLE
5'x12'x7'

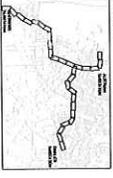
UNIVERSITY OF VIRGINIA
PROPERTY: 12896-LF
CITY OF CHARLOTTESVILLE
PROPERTY: 2624-LF

**OVERALL
DUCTBANK PLAN**

TRIPPLER INTERFERENCE
UNIVERSITY OF VIRGINIA
CITY OF CHARLOTTESVILLE
SHEET NO. **C3.XX**

NO.	DATE	BY	DESCRIPTION
1	5/17/16	DK	ADDITIONAL #2
2	5/19/16	DK	ADDITIONAL #1
3	4/22/16	DK	2000 COORDINATES
4		DK	REVISION

DESIGNED BY: DK
APPROVED BY: DK
CHECKED BY: JLN



**UNIVERSITY OF VIRGINIA
35kV ELECTRICAL DUCTBANK**

100% CONSTRUCTION DOCUMENTS

CHARLOTTESVILLE, VIRGINIA



**AN ORDINANCE
AUTHORIZING THE GRANT OF A UTILITY EASEMENT
FOR ELECTRIC DUCT BANK FACILITIES
UNDER EMMET STREET, STADIUM ROAD,
JEFFERSON PARK AVENUE AND MONROE LANE
TO THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA**

WHEREAS, the Rector and Visitors of the University of Virginia desire an easement for installation and maintenance of underground utility facilities (electrical duct bank) connecting three (3) Dominion Power substations in the University area, with the duct bank proposed to be located within the Emmet Street, Stadium Road, Jefferson Park Avenue and Monroe Lane rights-of-way in the City; and

WHEREAS, the City Engineer has reviewed and approved terms of the easement, and the locations of the easement as shown on four (4) plats made by Rice Associates, said plats being a part of the attached Deed of Easement; and,

WHEREAS, in accordance with Virginia Code section 15.2-1800, a public hearing was held before City Council to give the public an opportunity to comment on the grant of said easement; now, therefore

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that the Mayor is hereby authorized to execute a Deed of Easement, in form approved by the City Attorney, to grant the Rector and Visitors of the University of Virginia the easement as shown on the plats attached to the above-referenced Deed of Easement.

Prepared by S. Craig Brown (VSB #19286)
Charlottesville City Attorney's Office
P.O. Box 911, Charlottesville, VA 22902

Tax Maps 11, 16 and 17 (Emmet Street, Stadium Road, Jefferson Park Avenue, and Monroe Lane Rights of Way)

**This deed is exempt from state recordation taxes pursuant to
Virginia Code §§ 58.1-811(A)(1) and 58.1-811(C)(3).**

THIS DEED made this _____ day of _____, 2017, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia, hereinafter called Grantor, and **THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA**, an educational institution of the Commonwealth of Virginia, P.O. Box 400884, Charlottesville, Virginia 22904-0884, hereinafter called Grantee;

WITNESSETH:

That for the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant unto Grantee a use easement for electric duct bank facilities, and such piping, conduit, electrical and related facilities as Grantee desires to place in such duct bank, located within the rights-of-way of Emmet Street, Stadium Road, Jefferson Park Avenue and Monroe Lane, and as shown on four (4) plats prepared by Rice Associates, attached hereto and made a part of this deed, and described as follows: (1) Plat entitled "Plat Showing Variable Width Utility Easement Within the Right-of-Way of Stadium Road and Emmet Street" dated March 31, 2016; (2) Plat entitled "Plat Showing Variable Width Utility Easement Within the Right-of-Way of Stadium Road" dated March 30, 2016; (3) Plat entitled "Plat Showing Variable Width Utility Easement Within the Right-of-Way of Jefferson Park Avenue" dated April 1, 2016; and (4) Plat entitled "Plat Showing Variable Width Utility Easement Within the Right-of-Way of Monroe Lane" dated April 1, 2016.

The facilities constructed by Grantee shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, repair, improve and make such changes, alterations, additions to or extensions of its facilities within the boundaries of said easement which are consistent with the purposes expressed herein. All construction, maintenance, equipment and facilities shall comply with any applicable laws, regulations or codes.

Grantee shall restore Grantor's premises, including the right-of-way, as nearly to their original condition as possible, including backfilling of trenches, reconstruction of sidewalks, curbs or roads, reseeding of lands, removal of trash and debris, and removal of any of Grantee's equipment, accessories or appurtenances not consistent with the construction, maintenance or operation of said facilities or the exercise of any rights or privileges expressed herein. Grantee shall maintain said right-of-way and facilities in such repair as not to endanger or otherwise limit the enjoyment and use of adjacent properties.

Grantee shall have the right of ingress to and egress from said easement over the lands of the Grantor. Grantee shall exercise such right in such manner as shall not occasion injury or unreasonable inconvenience to the Grantor or the public. Grantee shall at Grantor's election pay

for or repair any injury to any of Grantor's land, structures, roads, fences, sidewalks, curbs and other improvements caused by Grantee, its employees, agents or contractors. Grantee shall notify Grantor immediately of any such injury, and shall make said payment or repair as soon as reasonably possible but not to exceed thirty (30) days after such injury occurs. Grantee shall be responsible for the payment of those claims for personal injury or death arising out of any act or omission of its employees or agents in connection with the exercise of its rights hereunder for which it is held liable under applicable law. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of Grantee.

Grantor, its successors and assigns may use said right-of-way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation or maintenance of Grantee's facilities. Grantor's use of the right-of-way as a public road shall not in any way be construed to constitute interference with the construction, operation or maintenance of Grantee's facilities.

This easement shall be in effect for a period of forty (40) years; however, if Grantee at any time discontinues use of all or any portion of the easement herein conveyed for a period of one (1) year, all of Grantee's rights and interest in said easement or portion thereof shall terminate and revert to Grantor, its successors and assigns, and Grantee shall at its expense remove any facilities and restore Grantor's property as nearly to its original condition as practicable, and on written request by Grantor, Grantee shall quitclaim and release same.

If either party at any time deems it necessary or advisable to relocate for convenience any of Grantee's facilities installed and used pursuant to this deed of easement, Grantee shall relocate such facilities to a route or place mutually agreed upon between Grantor and Grantee; provided Grantor, for no additional consideration, shall grant unto Grantee such easements as may be necessary to effect such relocation, subject to the same rights, privileges and conditions, as hereinabove set forth. If such relocation is for the convenience of Grantee, Grantee shall pay the costs of such relocation and restoration of Grantor's property. If such relocation is for the convenience of Grantor, Grantor shall reimburse Grantee the costs of such relocation and restoration of Grantor's property. Upon relocation of any of the facilities from any portion of the easement hereby granted, that portion of the easement shall automatically terminate and all rights, title and interest therein shall revert to Grantor. Upon receipt of written request from Grantor, Grantee shall execute a deed of quitclaim to evidence such reversion to Grantor.

Both Grantor and Grantee agree and attest that no other agreement, either written or implied, has been entered into by either or both parties except as expressed hereinabove.

Grantor covenants that it is seized of and has the right to convey this easement, that Grantee shall have quiet possession, use and enjoyment of this easement, and that Grantor shall execute such further assurances thereof as may be required.

IN TESTIMONY WHEREOF, the City of Charlottesville, Virginia, pursuant to an ordinance adopted by the Council on the _____ day of _____, 2017, has authorized this deed to be executed by A. Michael Signer, its Mayor.

WITNESS the following signatures and seals:

GRANTEE:

THE RECTOR AND VISITORS OF
THE UNIVERSITY OF VIRGINIA

Patrick D. Hogan
Executive Vice President &
Chief Operating Officer

STATE OF VIRGINIA

COUNTY/CITY OF _____, to wit:

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by Patrick D. Hogan, Executive Vice President & Chief Operating Officer, for The Rector and Visitors of the University of Virginia.

My commission expires: _____.

Registration Number: _____

NOTARY PUBLIC

Reviewed and Approved as to
Form and Legal Sufficiency:

Pamela H. Sellers
Associate University Counsel and
Special Assistant Attorney General

GRANTOR:

CITY OF CHARLOTTESVILLE,
VIRGINIA

A. Michael Signer
Mayor

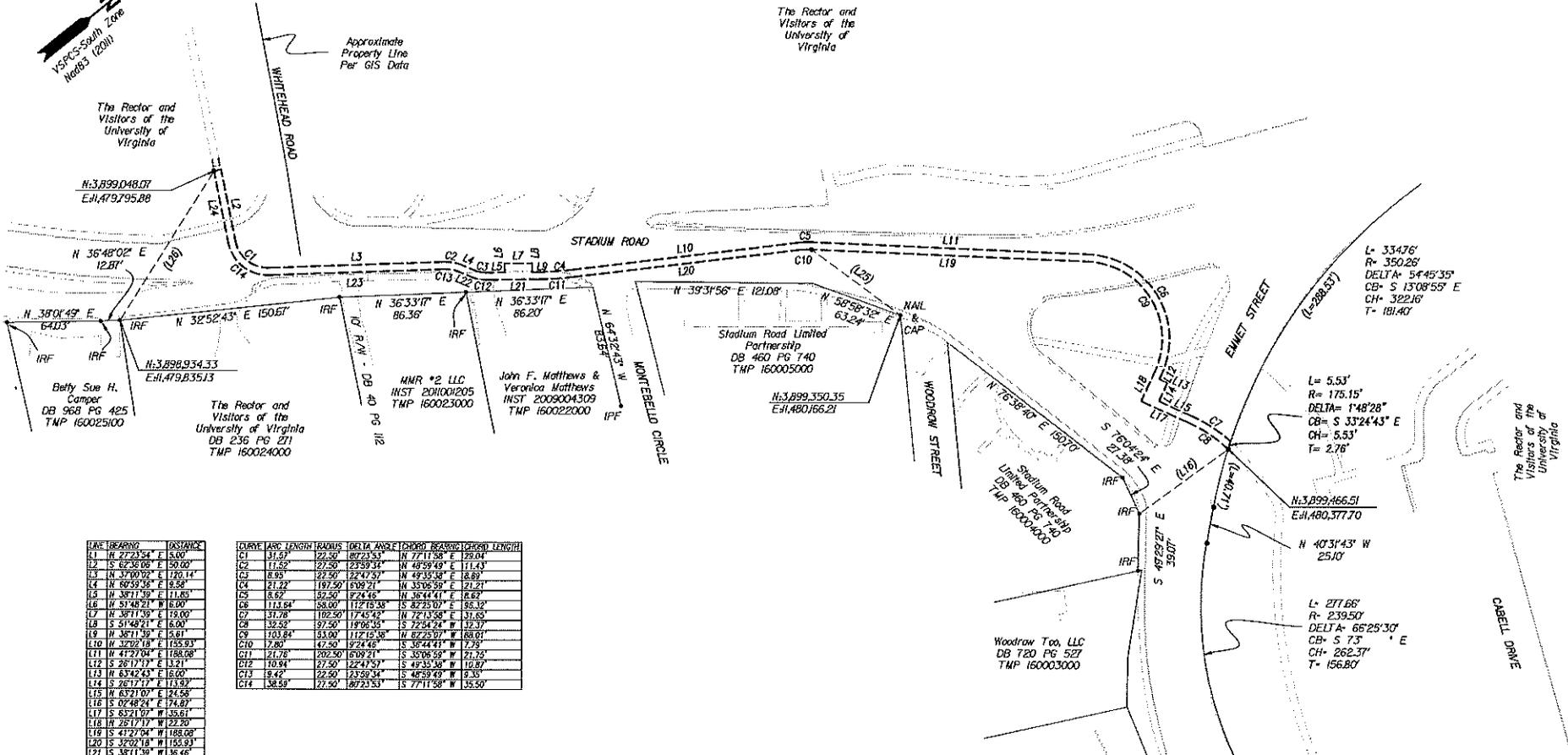
STATE OF VIRGINIA
CITY OF CHARLOTTESVILLE, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by A. Michael Signer, Mayor of the City of Charlottesville.

My commission expires: _____

Registration Number _____

NOTARY PUBLIC



LINE	BEARING	DISTANCE
L1	N 77°33'4\"/>	

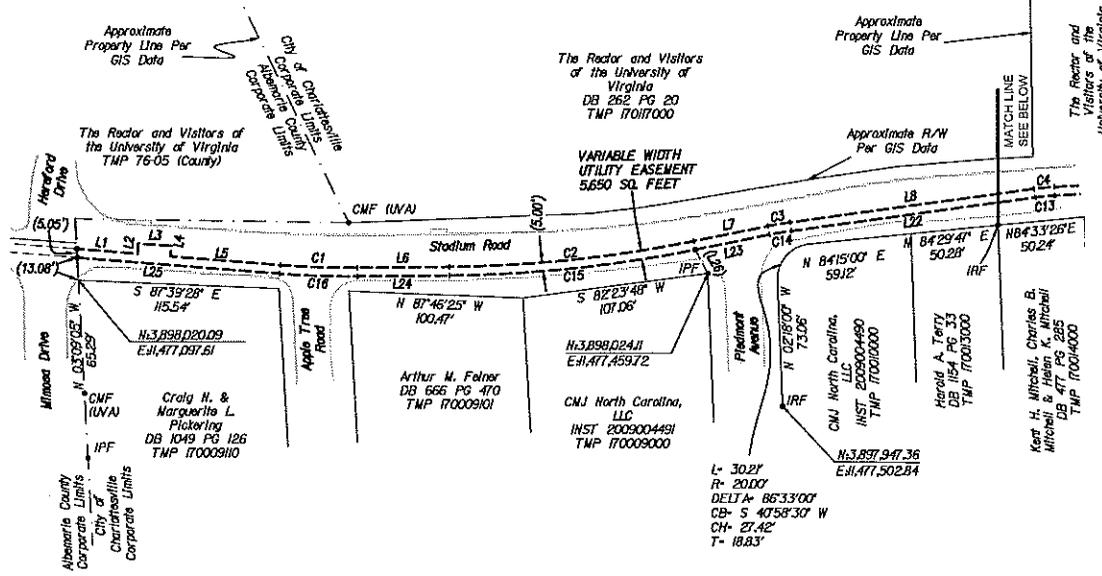
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	TANGENT BEARING	CHORD LENGTH
C1	31.67	27.50	107.253°	N 77°13'58\"/>	

NOTES:
 1) DISTANCES IN PARENTHESIS ARE TIES FROM PROPERTY TO EASEMENT.
 2) THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, NOT ALL IMPROVEMENTS AND NOT ALL EXISTING EASEMENTS SHOWN HEREON.
 3) BOUNDARY INFORMATION SHOWN HEREON IS BASED ON PLATS, DEEDS OF RECORD, AND FOUND MONUMENTATION. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

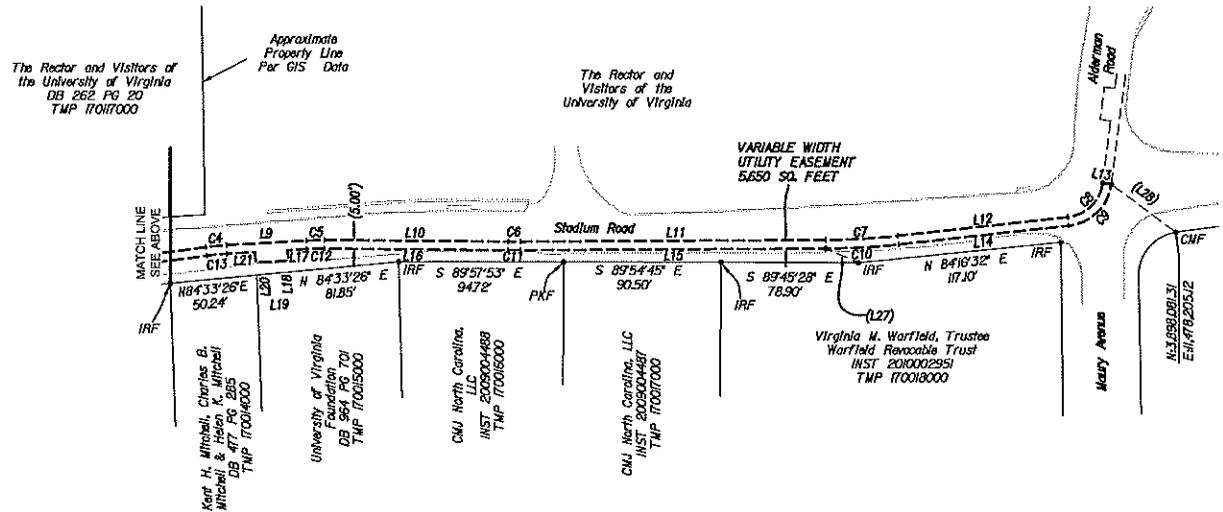
ABBREVIATION LEGEND
 IRF - IRON ROD FOUND
 IPF - IRON PIPE FOUND
 PKF - PK NAIL FOUND
 CNF - CONCRETE MONUMENT FOUND



PLAT SHOWING VARIABLE WIDTH UTILITY EASEMENT WITHIN THE RIGHT-OF-WAY OF STADIUM ROAD AND EMMET STREET LOCATED IN THE CITY OF CHARLOTTESVILLE, VIRGINIA. MARCH 31, 2016
RICE ASSOCIATES
 GEOSPATIAL CONSULTANTS
 308 TURNER ROAD SUITE G
 RICHMOND, VIRGINIA 23225
 (804) 674-9723 FAX (804) 674-9726
 RA Project # DD1500.00C File # DWG. RY: PSP CHECKED BY: MCT



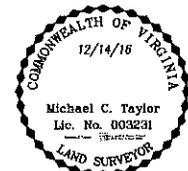
LINE	BEARING	DISTANCE
L1	S 85°28'31" E	13.27'
L2	N 04°31'29" E	18.00'
L3	S 85°28'31" E	19.00'
L4	S 04°31'29" E	18.00'
L5	S 85°28'31" E	18.25'
L6	N 89°25'08" E	52.81'
L7	N 76°34'01" E	43.83'
L8	N 82°12'07" E	141.66'
L9	N 86°38'45" E	46.15'
L10	S 89°31'04" E	105.71'
L11	N 89°41'46" E	175.49'
L12	N 84°42'57" E	84.60'
L13	S 82°44'29" E	5.00'
L14	S 43°27'59" W	98.66'
L15	S 89°41'46" W	125.45'
L16	N 89°31'04" W	105.71'
L17	S 86°38'45" W	10.59'
L18	S 07°17'15" E	16.00'
L19	S 85°38'45" W	18.00'
L20	N 03°21'15" W	6.00'
L21	S 86°38'45" W	18.16'
L22	S 82°12'07" W	141.66'
L23	S 76°34'01" W	43.83'
L24	S 89°25'08" W	52.81'
L25	N 89°25'08" W	116.85'
L26	S 27°58'33" E	15.52'
L27	S 06°45'25" E	20.52'
L28	S 53°32'23" E	46.57'



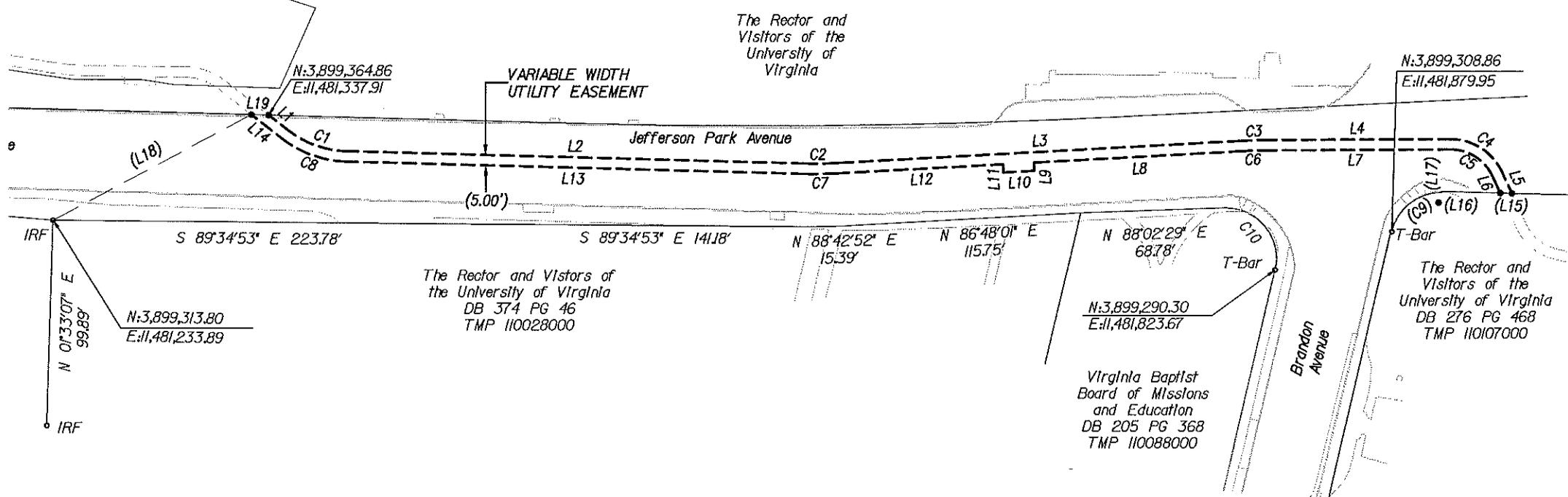
LINE	BEARING	DISTANCE
C1	44.24'	497.50'
C2	141.58'	141.58'
C3	12.84'	202.50'
C4	11.83'	185.50'
C5	10.31'	150.50'
C6	16.83'	497.50'
C7	41.49'	397.50'
C8	30.02'	22.50'
C9	136.70'	27.50'
C10	42.01'	405.50'
C11	6.85'	502.50'
C12	9.89'	147.50'
C13	11.44'	147.50'
C14	12.52'	187.50'
C15	142.52'	702.50'
C16	44.78'	502.50'

NOTES:
 1) DISTANCES IN PARENTHESIS ARE TIES FROM PROPERTY TO EASEMENT.
 2) THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, NOT ALL IMPROVEMENTS AND NOT ALL EXISTING EASEMENTS SHOWN HEREON.
 3) BOUNDARY INFO SHOWN HEREON BASED ON PLATS, DEEDS OF RECORD AND FOUND MONUMENTATION. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

ABBREVIATION LEGEND
 IRF - IRON ROD FOUND
 IPF - IRON PIPE FOUND
 PKF - PK NAIL FOUND
 CMF - CONCRETE MONUMENT FOUND



PLAT SHOWING
VARIABLE WIDTH UTILITY EASEMENT
 WITHIN THE RIGHT-OF-WAY OF
STADIUM ROAD
 LOCATED IN THE CITY OF
 CHARLOTTESVILLE, VIRGINIA.
 MARCH 30, 2016
RICE ASSOCIATES
 GEOSPATIAL CONSULTANTS
 308 TURNER ROAD SUITE G
 RICHMOND, VIRGINIA 23225
 (804) 674-9723 FAX (804) 674-9726
 RA Project # DD1500.00C File #
 DWG BY: PSP CHECKED BY: MCT



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	30.04'	47.50'	36°13'51"	S 70°23'27" E	29.54'
C2	16.00'	197.50'	4°38'33"	N 89°10'20" E	16.00'
C3	9.94'	202.50'	2°48'45"	N 86°15'26" E	9.94'
C4	31.36'	27.50'	66°20'43"	S 57°39'50" E	29.69'
C5	25.66'	22.50'	65°20'43"	N 57°39'50" W	24.29'
C6	9.69'	197.50'	2°48'45"	S 88°15'26" W	9.69'
C7	16.41'	202.50'	4°38'33"	S 89°10'20" W	16.40'
C8	53.20'	52.50'	36°13'51"	N 70°23'27" W	32.65'
C9	33.04'	24.50'	77°15'34"	S 51°37'48" W	30.59'
C10	45.31'	24.50'	105°58'00"	N 39°58'21" W	39.12'

LINE	BEARING	DISTANCE
L1	S 52°16'32" E	12.15'
L2	S 88°30'23" E	220.90'
L3	N 86°51'04" E	196.77'
L4	N 89°39'48" E	89.22'
L5	S 24°59'29" E	11.38'
L6	N 24°59'29" W	8.88'
L7	S 89°39'48" W	89.22'
L8	S 86°51'04" W	101.94'
L9	S 03°08'56" E	4.00'
L10	S 86°51'04" W	15.00'
L11	N 03°08'56" W	4.00'
L12	S 86°51'04" W	79.83'
L13	N 88°30'23" W	220.90'
L14	N 52°16'32" W	18.97'
L15	N 88°25'52" W	5.59'
L16	N 88°25'52" W	28.19'
L17	S 00°15'13" W	0.50'
L18	S 61°47'08" W	108.47'
L19	S 88°33'04" E	8.45'

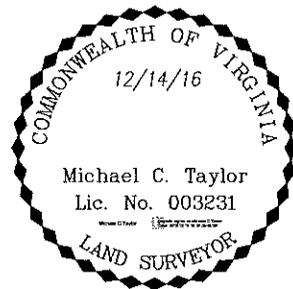
NOTES:
 1) DISTANCES IN PARENTHESIS ARE TIES FROM PROPERTY TO EASEMENT.

2) THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. NOT ALL IMPROVEMENTS AND NOT ALL EXISTING EASEMENTS SHOWN HEREON.

3) BOUNDARY INFORMATION SHOWN HEREON IS BASED ON PLATS, DEEDS OF RECORD, AND FOUND MONUMENTATION. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

ABBREVIATION LEGEND

- IRF - IRON ROD FOUND
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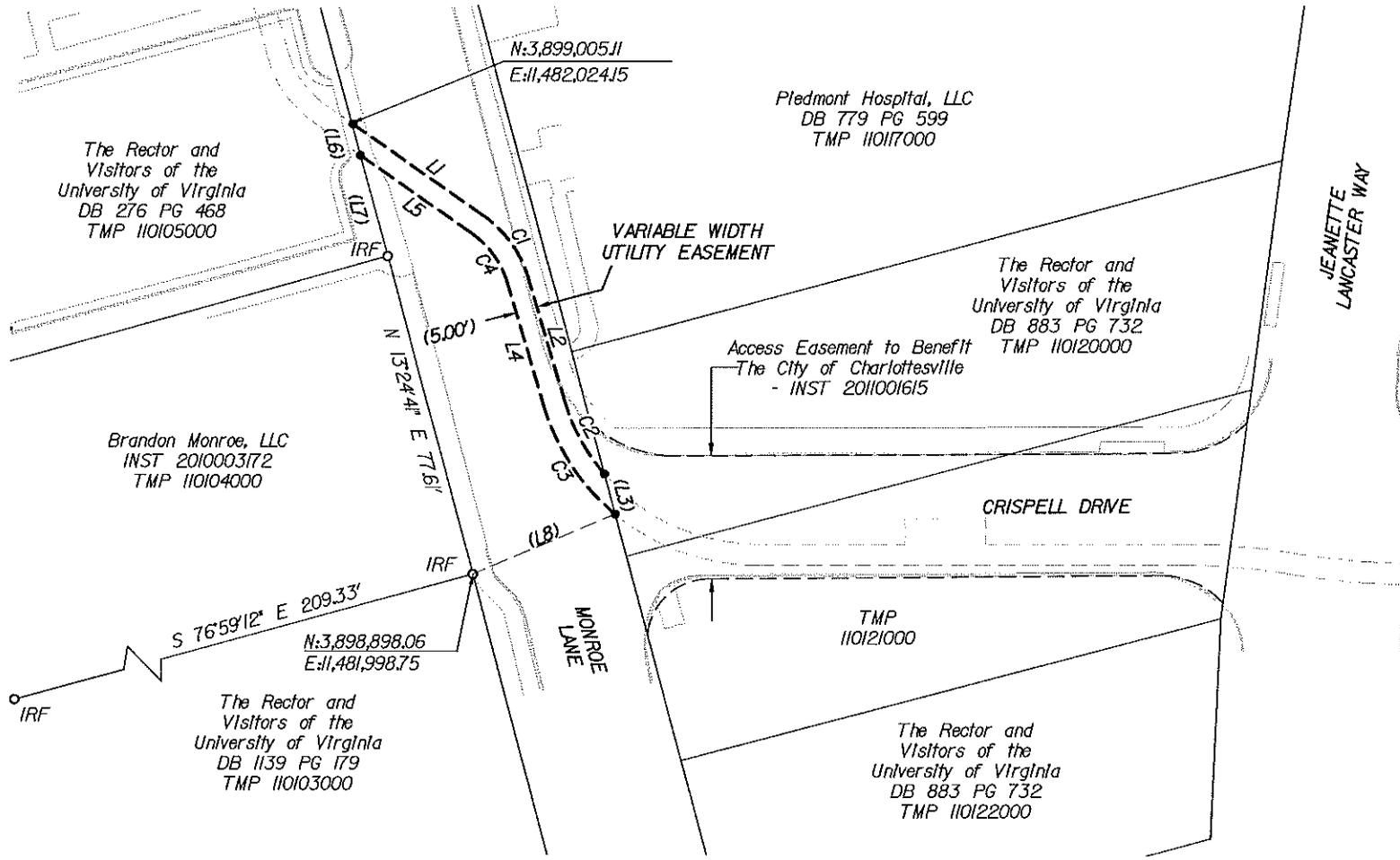
**PLAT SHOWING
 VARIABLE WIDTH UTILITY
 EASEMENT
 WITHIN THE RIGHT-OF-WAY OF
 JEFFERSON PARK AVENUE**

LOCATED IN THE CITY OF
 CHARLOTTESVILLE, VIRGINIA.
 APRIL 1, 2016

RICE ASSOCIATES
 GEOSPATIAL CONSULTANTS

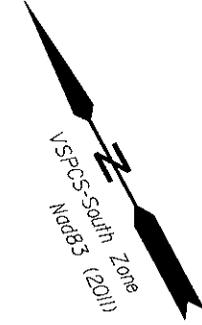
308 TURNER ROAD SUITE G
 RICHMOND, VIRGINIA 23225
 (804) 674-9723 FAX (804) 674-9726
 RA Project # DD1500.00C File #
 DWG BY: PSP CHECKED BY: MCT





CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	18.44'	27.50'	38°25'04"	S 07°13'10" E	18.10'
C2	20.10'	47.50'	24°14'34"	S 00°07'55" E	19.95'
C3	31.11'	52.50'	33°56'57"	N 04°59'07" W	30.65'
C4	15.09'	22.50'	38°25'04"	N 07°13'10" W	14.81'

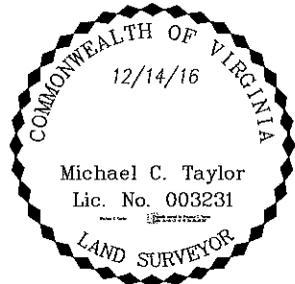
LINE	BEARING	DISTANCE
L1	S 26°25'42" E	37.87'
L2	S 11°59'21" W	29.77'
L3	S 13°23'08" W	9.82'
L4	N 11°59'21" E	29.77'
L5	N 26°25'42" W	31.83'
L6	N 13°11'32" E	7.84'
L7	N 13°11'32" E	24.58'
L8	N 84°34'07" W	36.28'



NOTES:
 1) DISTANCES IN PARENTHESIS ARE TIES FROM PROPERTY TO EASEMENT.
 2) THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. NOT ALL IMPROVEMENTS AND NOT ALL EXISTING EASEMENTS SHOWN HEREON.
 3) BOUNDARY INFORMATION SHOWN HEREON IS BASED ON PLATS, DEEDS OF RECORD, AND FOUND MONUMENTATION. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.



ABBREVIATION LEGEND
 IRF - IRON ROD FOUND
 IPF - IRON PIPE FOUND
 PKF - PK NAIL FOUND
 CMF - CONCRETE MONUMENT FOUND



**PLAT SHOWING
 VARIABLE WIDTH UTILITY
 EASEMENT
 WITHIN THE RIGHT-OF-WAY OF
 MONROE LANE
 LOCATED IN THE CITY OF
 CHARLOTTESVILLE, VIRGINIA.
 APRIL 1, 2016**

RICE ASSOCIATES
 GEOSPATIAL CONSULTANTS
 308 TURNER ROAD SUITE G
 RICHMOND, VIRGINIA 23225
 (804) 674-9723 FAX (804) 674-9726
 RA Project # DD1500.00C File #
 DWG BY: PSP CHECKED BY: MCT

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



Agenda Date:	February 6, 2017
Action Required:	Approval of Ordinance (1 st reading) after Public Hearing
Presenter:	S. Craig Brown, City Attorney
Staff Contacts:	Matthew Alfele, NDS Planner Lisa Robertson, Chief Deputy City Attorney
Title:	Conditional Release of Bike/Pedestrian Access Easement on Meadowbrook Road to Accommodate Retail Development at 1200 Emmet Street

Background:

Capital One, N.A. is the current owner of a vacant parcel of land at the northeastern corner of the intersection of Barracks Road and Emmet Street (the “Property”). The Contract Purchaser of the Property (CA Land Holdings, LLC, represented by local developer Alan Taylor) plans to construct a new retail project on the site (the “Project”), and has submitted a proposed final site plan to NDS for review. NDS has completed its initial review of the proposed site plan (the “Site Plan”).

In 2007, the City acquired a 15 foot wide bicycle/pedestrian access easement (“Bike/Pedestrian Easement”) along Meadowbrook Road, adjacent to the Property. According to the Contract Purchaser, the Bike/Pedestrian Easement needs to be modified in order to comply with the Site Plan parking requirements. Parks and Recreation staff were consulted and have approved the re-design of the bicycle/pedestrian trail, which will shift most of the Bike/Pedestrian trail into the Meadowbrook Road right-of-way without affecting the width of roadway available to vehicles. The developer will pave the new Bike/Pedestrian trail and provide a retaining wall, fencing and trees near the pathway. The boundaries of the existing Bike/Pedestrian Easement and the new modified easement are shown on the attached plat.

Discussion:

It is staff’s position that the full width of the 2007 Bike/Pedestrian trail easement will not be necessary in light of the Contract Purchaser’s stated plans to construct the project in accordance with the proposed final Site Plan (which depicts a paved pathway at the rear of the Property, separated from the parking spaces of the Project by a retaining wall). The pathway connects to the public sidewalk on Barracks Road on the southern side of the Property.

It is staff’s recommendation that Council should approve the requested partial release and modification of the 2007 Bike/Pedestrian Easement conditionally, subject to the Contract Purchaser

obtaining title to the Property and approval of the Site Plan prior to the release of the existing easement. Therefore, the attached Ordinance has been drafted in such a manner that the proposed release will not take effect until the Site Plan incorporating the modified Bike/Pedestrian Easement has been approved, and the Contract Purchaser acquires title to the Property.

Community Engagement:

A public hearing is required by Virginia Code §15.2-1800(B), in order to give the public an opportunity to comment on the proposed release of a property interest. Notice of such public hearing was advertised in the local newspaper at least 7 days in advance of the public hearing.

Budgetary Impact:

There is no cost to the City to partially release and modify the 2007 Bike/Pedestrian Easement.

Recommendation:

Staff recommends approval of the ordinance to release and modify the above-referenced existing easement with the condition that the City will not allow the recordation of the Deed of Modification and Partial Release of Easement, unless and until the CA Land Holdings LLC, or its successor(s) in interest, acquires title to the Property and receives approval of the Site Plan.

Attachments:

Proposed Ordinance
Deed of Modification and Partial Release of Easement
Plat of the 2007 Easement and the Proposed Easement Area

**AN ORDINANCE
AUTHORIZING THE PARTIAL RELEASE AND MODIFICATION
OF A BICYCLE/PEDESTRIAN ACCESS EASEMENT
LOCATED AT THE CORNER OF MEADOWBROOK ROAD AND BARRACKS ROAD**

WHEREAS, CA Land Holdings, LLC is the Contract Purchaser of vacant land situated at the northeastern corner of the intersection of Barracks Road and Emmet Street, addressed as 1200 Emmet Street and designated on City Tax Map 40 as Parcel 2.1 (the “Property”); and

WHEREAS, to accommodate construction of a retail project on the Property, said Contract Purchaser has requested the partial release and modification of an existing bicycle and pedestrian easement, said easement being described as a permanent bicycle and pedestrian access easement, 15 feet in width, along Meadowbrook Road, conveyed to the City of Charlottesville by deed dated November 5, 2007, of record in the Clerk’s Office for the Circuit Court of the City of Charlottesville in Deed Book 1172, Page 164 (hereinafter referred to as the “Subject Easement”); and

WHEREAS, the Contract Purchaser has represented that, in consideration of the partial release and modification of the Subject Easement, it will construct and improve a new bicycle and pedestrian pathway, and provide additional amenities (fencing and trees near the pathway but outside the Subject Easement), in accordance with details set forth within the approved final site plan for the retail development; and

WHEREAS, the Directors of Neighborhood Development Services (NDS) and Parks and Recreation have no objection to the partial release and modification of the Subject Easement, as depicted on the above-referenced site plan; and

WHEREAS, in accordance with Virginia Code Sec. 15.2-1800(B), a public hearing has been conducted by City Council, giving the public an opportunity to comment on the proposed partial release and modification of the Subject Easement; now, therefore,

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that: **(i)** the proposed partial release and modification of the Subject Easement is hereby approved, subject to and expressly conditioned upon compliance with the conditions set forth below; and **(ii)** the Mayor is hereby authorized to execute a deed, in such form as may be approved by the City Attorney, for the partial release and modification of the Subject Easement as contemplated within this ordinance, provided, however, that such deed shall be held by the City Attorney, and shall not be delivered to the Contract Purchaser, any Property Owner, or their successor(s) in interest, nor shall any such deed be recorded in the City’s land records prior to compliance with the following conditions precedent:

1. Final approval by NDS of CA Land Holdings, LLC’s site plan for the retail development at 1200 Emmet Street; and
2. Acquisition of title to the Property by Barracks ROW, LLC, or its successor in title and interest; and
3. The modified easement shall have an area of no less than 1,358 square feet. CA Land Holdings, LLC shall be responsible for providing a recordable plat showing the location and area of the Subject Easement, as modified.

Prepared by Lisa A. Robertson (VSB #32486)
Charlottesville City Attorney Office, P.O. Box 911, Charlottesville, VA 22902

Tax Map Parcel 400002100 (1200 Emmet Street North)

This deed is exempt from state recordation taxes imposed by Virginia Code §58.1-802 pursuant to Virginia Code §58.1-811(C)(4).

THIS DEED OF MODIFICATION AND PARTIAL RELEASE OF EASEMENT made this _____ day of _____, 2017, from the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (hereinafter, the “CITY”), GRANTOR, to **BARRACKS ROW, LLC**, its successor(s) in title or assigns, GRANTEE, whose address is 455 Second Street, 4th Floor, Charlottesville, Virginia 22902.

WITNESSETH:

WHEREAS, GRANTEE is the owner in fee simple of certain real property located in the City of Charlottesville, Virginia, designated on City Real Estate Tax Map 40 as Parcel 2.1, being the same property acquired by the Grantor by Deed from Capital One, N.A., dated _____, 2017, of record in the Clerk’s Office for the Circuit Court of the City of Charlottesville as Instrument No. _____ (the “Property”); and

WHEREAS, by recordation of a Deed of Easement dated November 5, 2007, by S.J.S. Limited Company, of record in the Charlottesville Circuit Court Clerk’s Office in Deed Book 1172, Page 164, the CITY was conveyed a certain bicycle and pedestrian easement, fifteen (15) feet in width, along Meadowbrook Road (the “2007 Bicycle and Pedestrian Easement”); and

WHEREAS, GRANTEE has requested the CITY to modify and release a portion of the 2007 Bicycle and Pedestrian Easement as it crosses the Property; and

WHEREAS, the CITY has agreed to modify and release a portion of the 2007 Bicycle and Pedestrian Easement, after holding a public hearing, advertised in accordance with Virginia Code Sec. 15.2-1800(B), and adoption of an Ordinance by the Charlottesville City Council on _____, 2017;

WITNESSETH:

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00), receipt of which is hereby acknowledged, the CITY does hereby agree to modify the boundaries of the 2007 Bicycle and Pedestrian Easement, so that, hereafter, the modified easement, approximately 1,358 square feet in area, shall have the boundaries shown on Sheet 3 of the Plat made by Roudabush, Gale & Associates, Inc., dated January 12, 2017, labeled “Variable Width Pedestrian Esm’t Hereby Granted”. All other terms and conditions contained in the 2007 Bicycle and Pedestrian Easement shall remain in effect with respect to the modified easement hereby established.

FURTHER, the CITY does hereby agree to VACATE and RELEASE and forever QUITCLAIM all its right, title and interest in and to only that portion of the 2007 Bicycle and Pedestrian Easement which is outside of the boundaries of the modified easement described herein above.

IN WITNESS WHEREOF, the City Council of the City of Charlottesville has caused this deed to be executed by its Mayor, pursuant to an Ordinance adopted by City Council on _____, 2017.

WITNESS the following signature and seal.

GRANTOR:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____ (SEAL)
A. Michael Signer, Mayor

APPROVED AS TO FORM:

Lisa A. Robertson, Chief Deputy City Attorney
City of Charlottesville, Virginia

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by A. Michael Signer, Mayor, on behalf of the City of Charlottesville, Virginia.

NOTARY PUBLIC

Registration #: _____

My commission expires: _____

LEGAL INFORMATION:

TAX MAP PARCEL: 40-2.1
ADDRESS: 1200 EMMET ST N
PRESENT OWNER: BARRACKS ROW, LLC
SOURCE OF TITLE: DB 1174, PG 690
DB 248, PG 551 (PLAT)
PLAT PREPARED BY THIS OFFICE DATED
NOV. 14, 2016 AND REVISED DEC. 5,
2016 TITLED "PLAT SHOWING
RIGHT-OF-WAY DEDICATION AND
EASEMENTS TO BE VACATED TAX MAP
PARCEL 40-2.1 LOCATED AT THE CORNER
OF EMMET STREET AND BARRACKS ROAD
CITY OF CHARLOTTESVILLE, VIRGINIA",
RECORDED AT _____

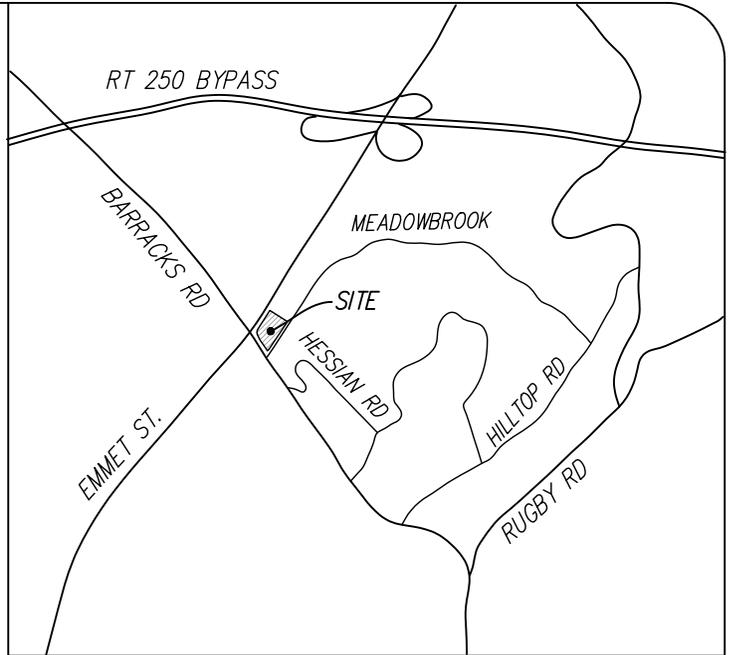
ZONED: URB (URBAN CORRIDOR) &
ENTRANCE CORRIDOR OVERLAY

SETBACKS:
PRIMARY STREET FRONTAGE: 5' MINIMUM, 30' MAXIMUM
LINKING STREET FRONTAGE: 5' MINIMUM, 20' MAXIMUM
SIDE & REAR: 10' MINIMUM ADJACENT TO ANY RESIDENTIAL,
ALL OTHER ZONES NONE REQUIRED.

A PORTION OF THE PROPERTY DELINEATED ON THIS PLAT IS
LOCATED IN A SPECIAL FLOOD HAZARD AREA (SFHA)
SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE
FLOOD. THE PROPERTY IS IN ZONE A OF THE SFHA (NO
BASE ELEVATIONS DETERMINED), AS DELINEATED ON THE
FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD
INSURANCE RATE MAP OF ALBEMARLE COUNTY, VIRGINIA,
COMMUNITY-PANEL NUMBER 51003C0286D, EFFECTIVE
FEBRUARY 4, 2005.

THE PURPOSE OF THIS PLAT IS F R THE VACATION OF THE
BICYCLE & PEDESTRIAN EASEMENT RECORDED AT DB 1172
PG 164. AND THE DEDICATION OF A VARIABLE WIDTH
PEDESTRIAN EASEMENT.

THIS PLAT IS BASED UPON A CURRENT FIELD SURVEY.



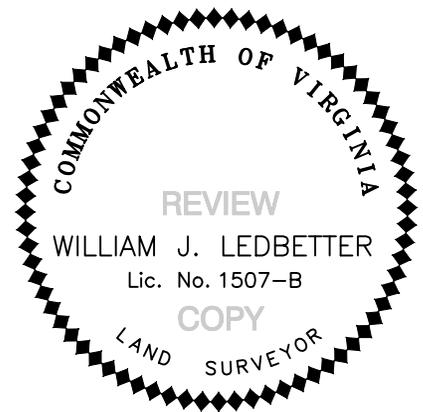
VICINITY MAP SCALE: 1"=1500'

- SHEET 1 - TITLE SHEET
- SHEET 2 - EASEMENT VACATION PLAT
- SHEET 3 - EASEMENT DEDICATION PLAT

ABBREVIATIONS

IF IRON FOUND
PF PIPE FOUND

PLAT SHOWING
**BICYCLE/PEDESTRIAN
EASEMENT MODIFICATION**
TAX MAP PARCEL 40-2.1
LOCATED AT THE CORNER OF EMMET
STREET AND BARRACKS ROAD
CITY OF CHARLOTTESVILLE, VIRGINIA



PLAT PREPARED BY:
AMMY GEORGE

SHEET 1 OF 3

ROUDABUSH, GALE & ASSOCIATES, INC.
ENGINEERS, SURVEYORS AND LAND PLANNERS

JANUARY 12, 2017



A PROFESSIONAL CORPORATION
SERVING VIRGINIA SINCE 1956



914 MONTICELLO ROAD - CHARLOTTESVILLE, VIRGINIA 22902
PHONE 434-977-0205 - FAX 434-298-5220 - EMAIL INFO@ROUDABUSH.COM

SCALE: 1" = 60'

REVISED: JAN. 19, 2017

FILE: 2049

TMP 40-2.2
 GAD, LLC
 DB 853 PG 22

S 57°27'12" E 164.36'

EMMET STREET
 VARIABLE WIDTH RIGHT-OF-WAY

N 32°32'48" E 177.78'

TMP 40-2.1

ZONE A FLOODPLAIN
 (SEE NOTE PAGE 1)

EX. DRAINAGE ESM'T
 DB 248 PG 551

EX. 15' BICYCLE &
 PEDESTRIAN ESM'T
 DB 1172 PG 164
 (TO BE MODIFIED)



MEADOWBROOK ROAD
 30' RIGHT-OF-WAY

C4

L1

C3

N 35°21'46" W 112.42'

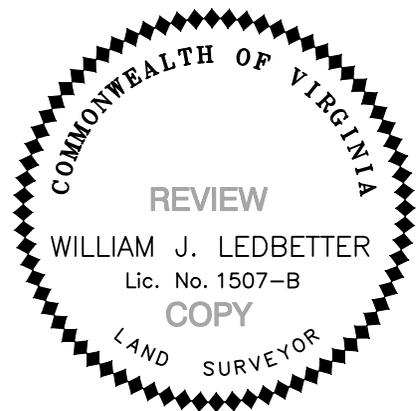
BARRACKS ROAD
 VARIABLE WIDTH
 RIGHT-OF-WAY

C1

C2

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	107.00'	35.09'	34.93'	S 51°05'00" W	18°47'20"
C2	10.00'	14.69'	13.40'	N 77°26'33" W	84°09'34"
C3	14.00'	1.59'	1.59'	N 32°06'34" W	6°30'25"
C4	39.50'	19.12'	18.93'	N 18°40'49" E	27°43'58"

LINE	BEARING	DISTANCE
L1	N 28°51'22" W	29.19'



PLAT SHOWING

BICYCLE/PEDESTRIAN EASEMENT MODIFICATION

TAX MAP PARCEL 40-2.1
 LOCATED AT THE CORNER OF EMMET
 STREET AND BARRACKS ROAD
 CITY OF CHARLOTTESVILLE, VIRGINIA



SHEET 2 OF 3

ROUDABUSH, GALE & ASSOCIATES, INC.
 ENGINEERS, SURVEYORS AND LAND PLANNERS

JANUARY 12, 2017



A PROFESSIONAL CORPORATION
 SERVING VIRGINIA SINCE 1956



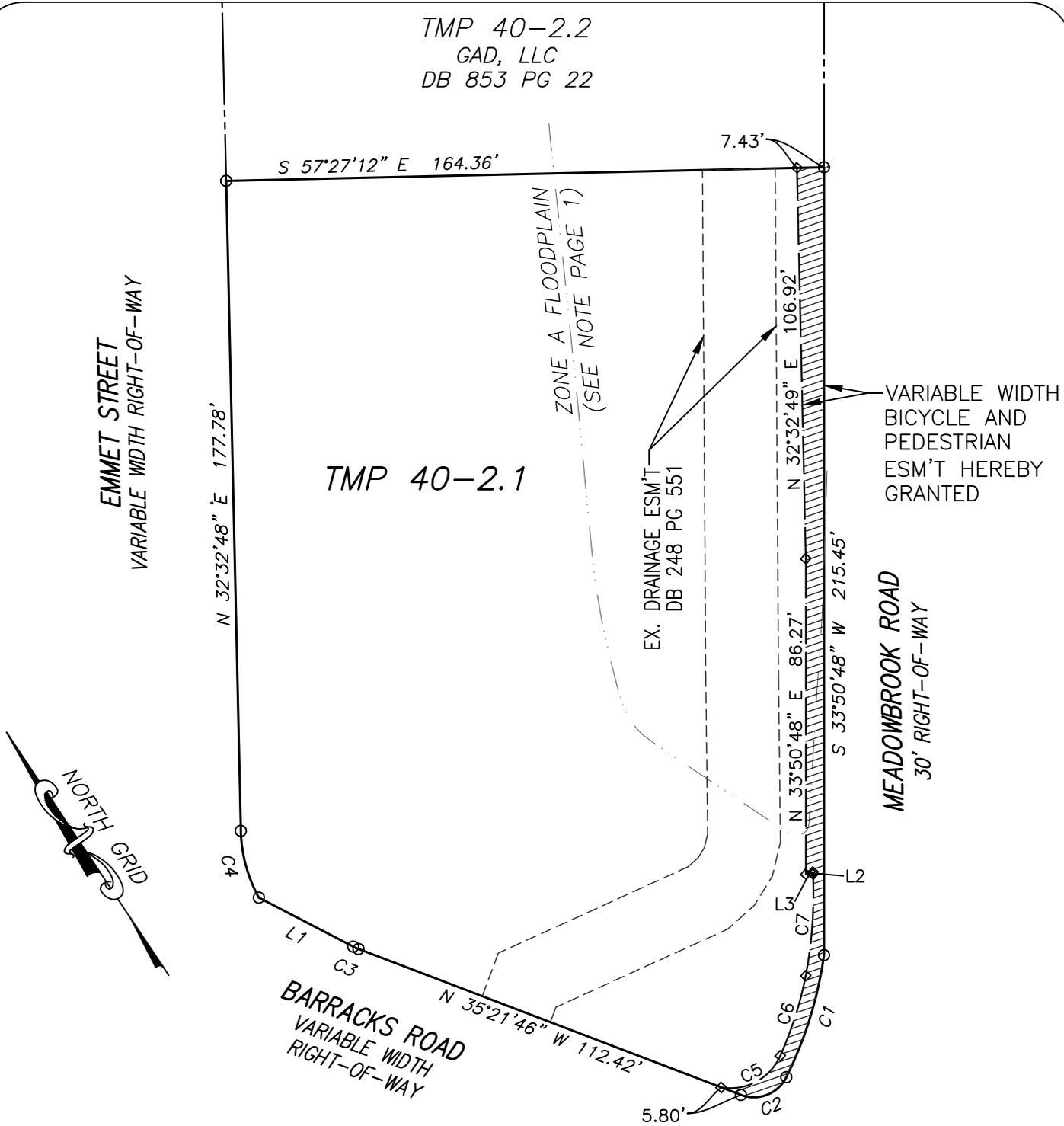
914 MONTICELLO ROAD - CHARLOTTESVILLE, VIRGINIA 22902
 PHONE 434-977-0205 - FAX 434-298-5220 - EMAIL INFO@ROUDABUSH.COM

SCALE: 1" = 40'

REVISED: JAN. 19, 2017

FILE: 2049

TMP 40-2.2
 GAD, LLC
 DB 853 PG 22



TMP 40-2.1

EMMET STREET
 VARIABLE WIDTH RIGHT-OF-WAY

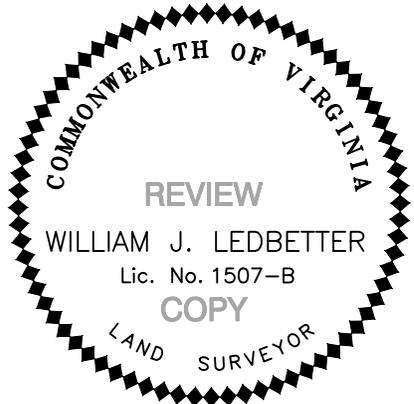
MEADOWBROOK ROAD
 30' RIGHT-OF-WAY

BARRACKS ROAD
 VARIABLE WIDTH
 RIGHT-OF-WAY

VARIABLE WIDTH
 BICYCLE AND
 PEDESTRIAN
 ESM'T HEREBY
 GRANTED

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C5	15.00'	19.82'	18.41'	S 84°09'03" E	75°43'23.80"
C6	103.00'	23.01'	22.97'	N 51°35'12" E	12°48'06.28"
C7	120.37'	27.95'	27.89'	N 37°58'50" E	13°18'16.51"

LINE	BEARING	DISTANCE
L2	S 33°50'48" W	0.53'
L3	S 72°12'33" E	2.08'



PLAT SHOWING
**BICYCLE/PEDESTRIAN
 EASEMENT MODIFICATION**
 TAX MAP PARCEL 40-2.1
 LOCATED AT THE CORNER OF EMMET
 STREET AND BARRACKS ROAD
 CITY OF CHARLOTTESVILLE, VIRGINIA



SHEET 3 OF 3

ROUDABUSH, GALE & ASSOCIATES, INC.
 ENGINEERS, SURVEYORS AND LAND PLANNERS

JANUARY 12, 2017

A PROFESSIONAL CORPORATION
 SERVING VIRGINIA SINCE 1956
 914 MONTICELLO ROAD - CHARLOTTESVILLE, VIRGINIA 22902
 PHONE 434-977-0205 - FAX 434-298-5220 - EMAIL INFO@ROUDABUSH.COM

SCALE: 1" = 40'

REVISED: JAN. 19, 2017

FILE: 2049

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	February 6, 2017
Action Required:	Direction from Council on recommendations
Presenters:	Maurice Jones, City Manager
Staff Contacts:	Maurice Jones, City Manager Mike Murphy, Assistant City Manager
Title:	Motion to Remove Robert E. Lee Statue and re-name Lee Park

Background:

City Council created the ad-hoc Blue Ribbon Commission on Race, Memorials and Public Spaces (BRC) on May 2, 2016 to address the questions and concerns brought before Council regarding the statues of Robert E. Lee and Stonewall Jackson. Eleven BRC members were appointed after an application process. They were charged with providing Council with options for telling the full story of Charlottesville's history of race relations and for changing the City's narrative through our public spaces. A final report was presented to Council on December 19, 2016. The Council reviewed the BRC's recommendations at its January 17, 2017 meeting.

Discussion:

The BRC made the following recommendations in their report to Council:

Lee Park and Robert E. Lee Sculpture

Preferred Option

- The BRC deliberated and voted on the two primary sculpture options in a two-step process. The BRC ultimately chose to recommend sending both the Relocate and Transform-in-Place options to Council for deliberation. The BRC believes that both options offer important opportunities and risks, as described above. The BRC also voted unanimously to rename Lee Park to reflect a broad and inclusive vision of Charlottesville's history, consistent with the BRC's intent to transform the parks and engage the community and citizens in determining the new names.

On January 17th, the Council voted in favor of considering funding requests made by Vice-Mayor Wes Bellamy as part of his proposed Equity Package during the upcoming budget

deliberations. The Council, however, did not reach consensus on whether to remove the Lee Statue from Lee Park or to contextualize (Transform-In-Place) the statue in its current location.

Council is being asked this evening to consider a new resolution to remove the Lee statue and rename the park and to direct City staff to return within 60 days of an affirmative vote to provide details on advancing the terms of the resolution. The proposed resolution is attached.

Alignment with City Council's Vision and Strategic Plan:

The Blue Ribbon Commission reflects the City's vision to be a "Community of Mutual Respect." This also aligns with Strategic Plan Goal 5: *Foster Strong Connections*, and the initiative to respect and nourish diversity.

Budgetary Impact

Council has already approved \$500,000 from the FY16 year-end appropriation dedicated to the recommendations of the BRC. Additional budget impact is to be determined based on Council's actions on the BRC's recommendations.

Alternatives:

Council could choose not to vote on the resolution.

Attachments:

The full report from the BRC may be found online at:

<http://www.charlottesville.org/home/showdocument?id=49037>

RESOLUTION

To remove the statue of Robert E. Lee from Lee Park and to re-name Lee Park

NOW THEREFORE BE IT RESOLVED, that we, the City Council of Charlottesville, Virginia, support removal of the statue of Robert E. Lee from Lee Park;

BE IT FURTHER RESOLVED, that we support re-naming Lee Park;

BE IT FURTHER RESOLVED, that we hereby direct staff to bring Council a range of options for moving forward with decisions on destination, design and park name within 60 days for its consideration.

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



Agenda Date:	February 6, 2017
Action Requested:	No Action Required – This is an informative presentation
Presenter:	Melinda C. Crawford, Executive Director, Charlottesville-Albemarle Airport Authority
Staff Contacts:	None
Title:	An Overview of the Charlottesville Albemarle Airport Authority

Background:

The Charlottesville Albemarle Airport is a vital asset of this region and this presentation will provide an overview of the operations of the airport along with a review of airport improvements.

Discussion:

The Charlottesville Albemarle Airport has been serving this community for 60+ years, but very few individuals fully understand how the airport operates or the wide-range of benefits it provides to the region. This presentation will serve to provide this information.

Recommendation:

N/A - No Action Required.

Attachments:

PowerPoint Presentation to be provided

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date: February 6, 2017

Action Required: ***Approval of Route 9 (UVA/Greenbrier/Fashion Square) Realignment***

Presenter: John Jones, Director of Transit

Staff Contacts: John Jones

Title: ***Options for Realignment of CAT Route 9 to the new YMCA***

Background: The new YMCA near McIntire Park will be opening summer 2017 and they have requested that CAT explore options to provide public transportation service to the facility. None of CAT's current routes directly serve the area where the facility is locating nor do any of the current routes have time within the schedule to make a diversion to the facility. Our options to provide service to the YMCA are limited to designing an entirely new route to serve the area or realigning existing service to meet this need.

Discussion: An entirely new route that would service the YMCA and meet the service schedule needs specified would add approximately \$410,000.00 to the CAT FY 2018 operating budget, require one additional bus placed into daily service, and 3.5 additional FTE vehicle operators.

Since CAT's system realignment in January 2014, Route 9 (UVA/Greenbrier/Fashion Square) has consistently underperformed. Ridership seldom tops 2,000 riders monthly and has remained at that level the entire 36 months since changed to its current alignment. The primary ridership is UVA employees traveling to and from work. It is feasible to realign this route, continue to serve this core ridership group and add service to the YMCA and Downtown Transit Station (the current route does not serve Downtown).

Currently, Route 9 runs from 6:45 AM to 6:45PM, Monday through Saturday. This is a total of 3,744 annual revenue service hours at a cost of \$256,534.00. The time schedule will not adequately cover the YMCA's operating hours as their request is to extend service from 6:00 AM to 11:00 PM daily and 11:00 AM to 6:00 PM on Sunday. In order for CAT to meet the requested time frame, it will not be possible to make this realignment without added cost.

The demographic characteristics of the current service are charted below:

<u>Operational</u>	
Cost	\$ 256,534.00
Hours	3,744
<u>Demographic</u>	
Population	10,524
Poverty	27.3%
Minority	33.4%
Autoless	14.3%
Limited English	2.0%
Seniors	12.6%
Youth	13.3%
Disabled	8.1%
<u>Employment</u>	
Jobs	11,470

Attached to this memorandum are three options CAT would like to move forward for public feedback. Each of these options adds 2,236 annual revenue service hours with an additional annual cost just over \$153,200.00. An attached spreadsheet rates each option based upon the population, employment, and demographic characteristics of each area served.

Option 1 would realign Route 9 by eliminating the northern portion of the route serving the Fashion Square Mall and Greenbrier neighborhood. The route would continue to serve Charlottesville High School, the Health Department, Rose Hill, 10th & Page, UVA Hospital and would add the Downtown Transit Station and YMCA.

The demographic characteristics of Option 1 are charted below:

<u>Operational</u>	
Cost	\$ 409,750.00
Hours	5,980
<u>Demographic</u>	
Population	10,613
Poverty	31.1%
Minority	37.2%
Autoless	14.6%
Limited English	2.6%
Seniors	9.6%
Youth	12.2%
Disabled	8.4%
<u>Employment</u>	
Jobs	23,697

Option 2 would realign Route 9 utilizing portions of the US 250 Bypass. Greenbrier would continue to be served, Fashion Square and UVA Hospital would not be served, and the YMCA and Health Department would be served only when the route is inbound from Greenbrier to the Downtown Transit Station.

The demographic characteristics of Option 2 are charted below:

<u>Operational</u>	
Cost	\$ 409,750.00
Hours	5,980
<u>Demographic</u>	
Population	8,452
Poverty	10.2%
Minority	24.7%
Autoless	12.3%
Limited English	1.8%
Seniors	16.1%
Youth	18.3%
Disabled	9.9%
<u>Employment</u>	
Jobs	17,834

Option 3 would realign Route 9 from the Downtown Transit Station to the YMCA using portions of the US 250 Bypass and the Meadowcreek Parkway. The route would turn around at Charlottesville High School. The route would serve Rose Hill, the Health Department and UVA Hospital. It would not serve Greenbrier or Fashion Square Mall.

The demographic characteristics of Option 3 are charted below:

<u>Operational</u>	
Cost	\$ 409,750.00
Hours	5,980
<u>Demographic</u>	
Population	11,331
Poverty	28.7%
Minority	35.6%
Autoless	14.4%
Limited English	2.5%
Seniors	9.9%
Youth	12.7%
Disabled	8.6%
<u>Employment</u>	
Jobs	25,109

Alignment with City Council's Vision and Strategic Plan:

Approval of this agenda item aligns directly with Council's vision for Charlottesville to be a Connected Community and contributes to the continued goal of having an efficient and convenient transit system.
--

Budgetary Impact:

The proposed route adjustments will add an additional \$153,216.00 to the CAT FY 2018 Operations Budget. No infrastructure investment will be necessary to implement the changes however, 3.5 FTE additional personnel will be required for operations.

Recommendation: Approve the Route 9 Realignment Options at a cost of \$153,216.00 and authorize the Director of Transit to hold public meetings to get acceptance of the changes and recommendation of a preferred option.

Alternatives: 1.) Design additional service alternatives to meet the needs of the YMCA and improve Route 9 performance.

2.) Design and implement an additional route to serve this area, cost \$410,000.00

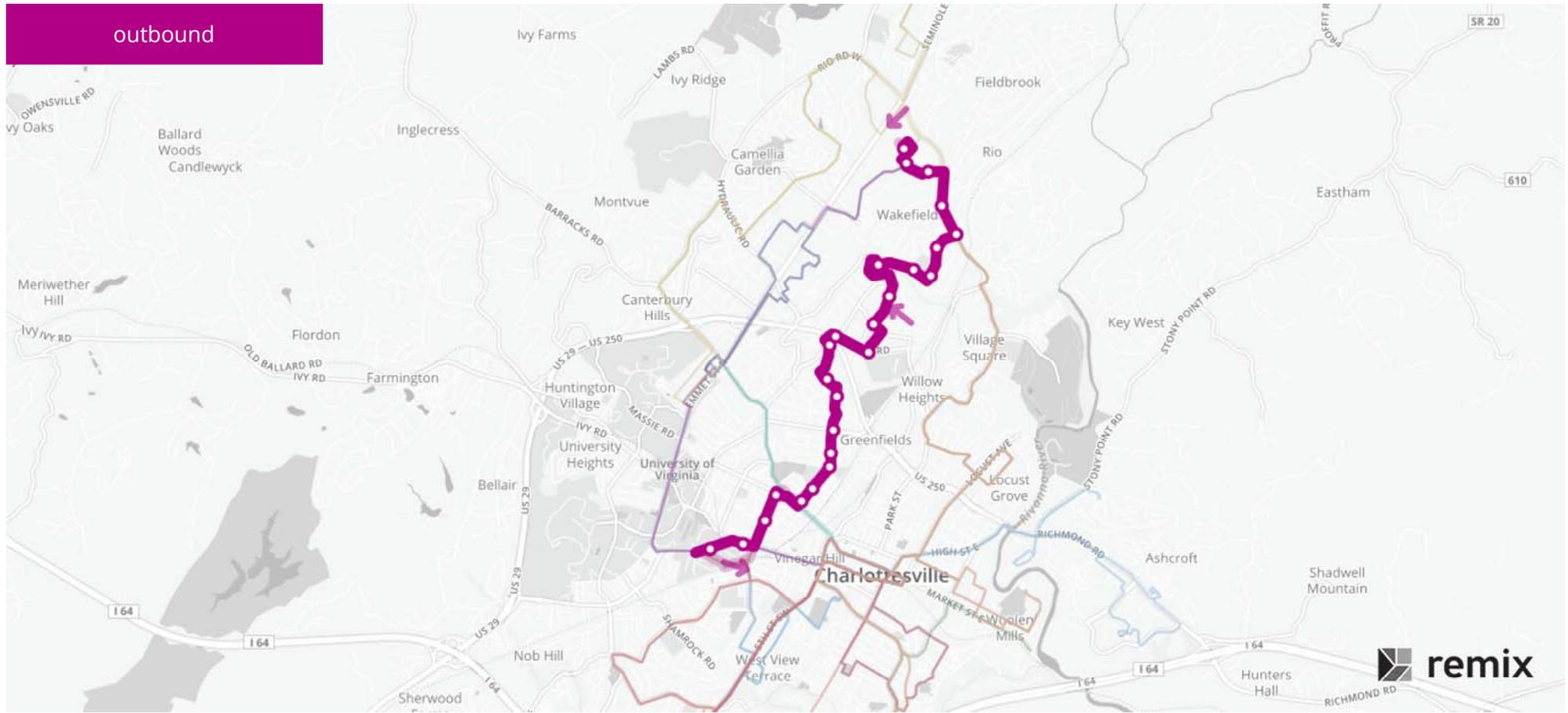
Attachments: Map of the current Route 9 alignment

Maps of the three suggested Optional alignments

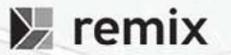
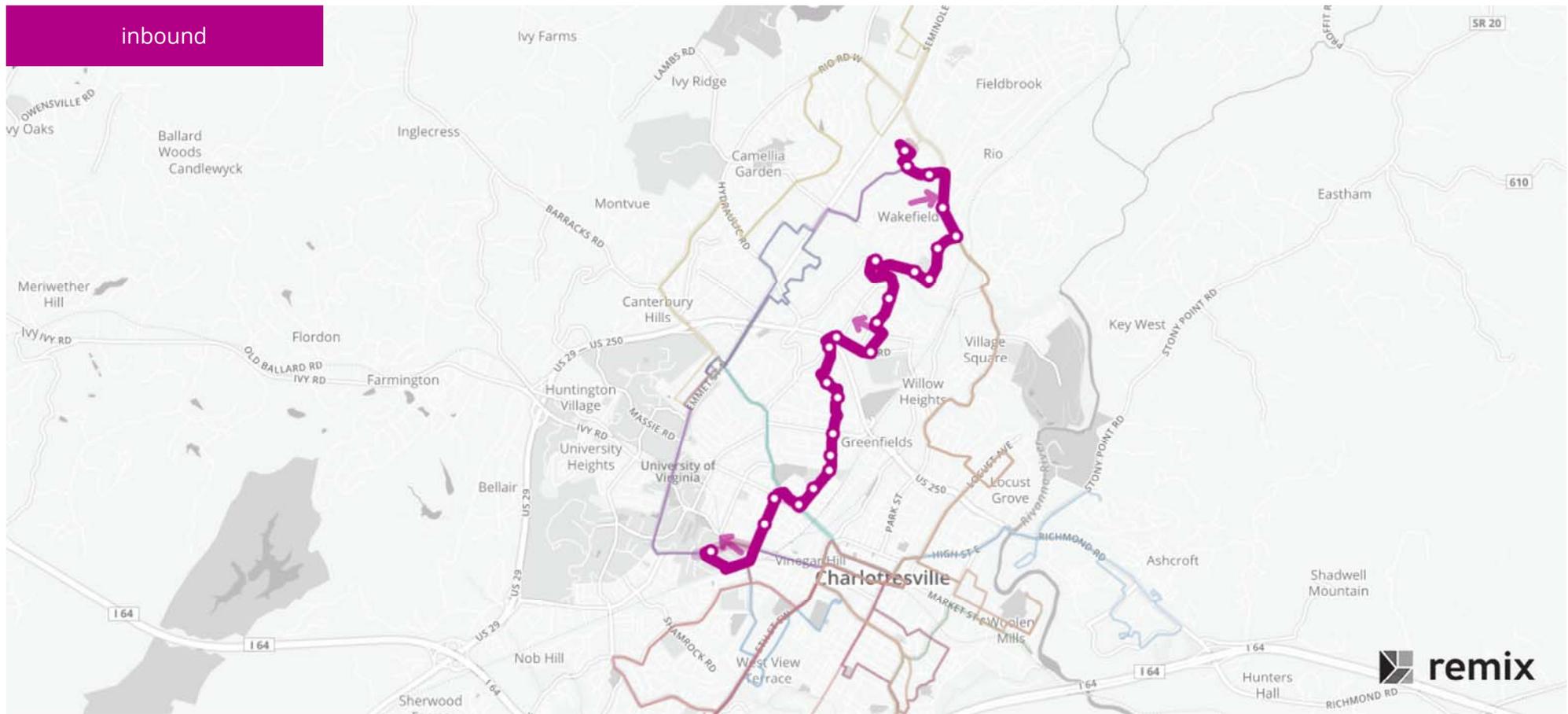
A Demographic comparison of the Options vs. the Current Route 9

Current Route 9 Alignment

outbound



Current Route 9 Alignment



Current Route

Operational

Cost \$256,534.00

Hours 3,744

Demographic

Population 10,524

Poverty 27.3%

Minority 33.4%

Autoless 14.3%

Limited English 2.0%

Seniors 12.6%

Youth 13.3%

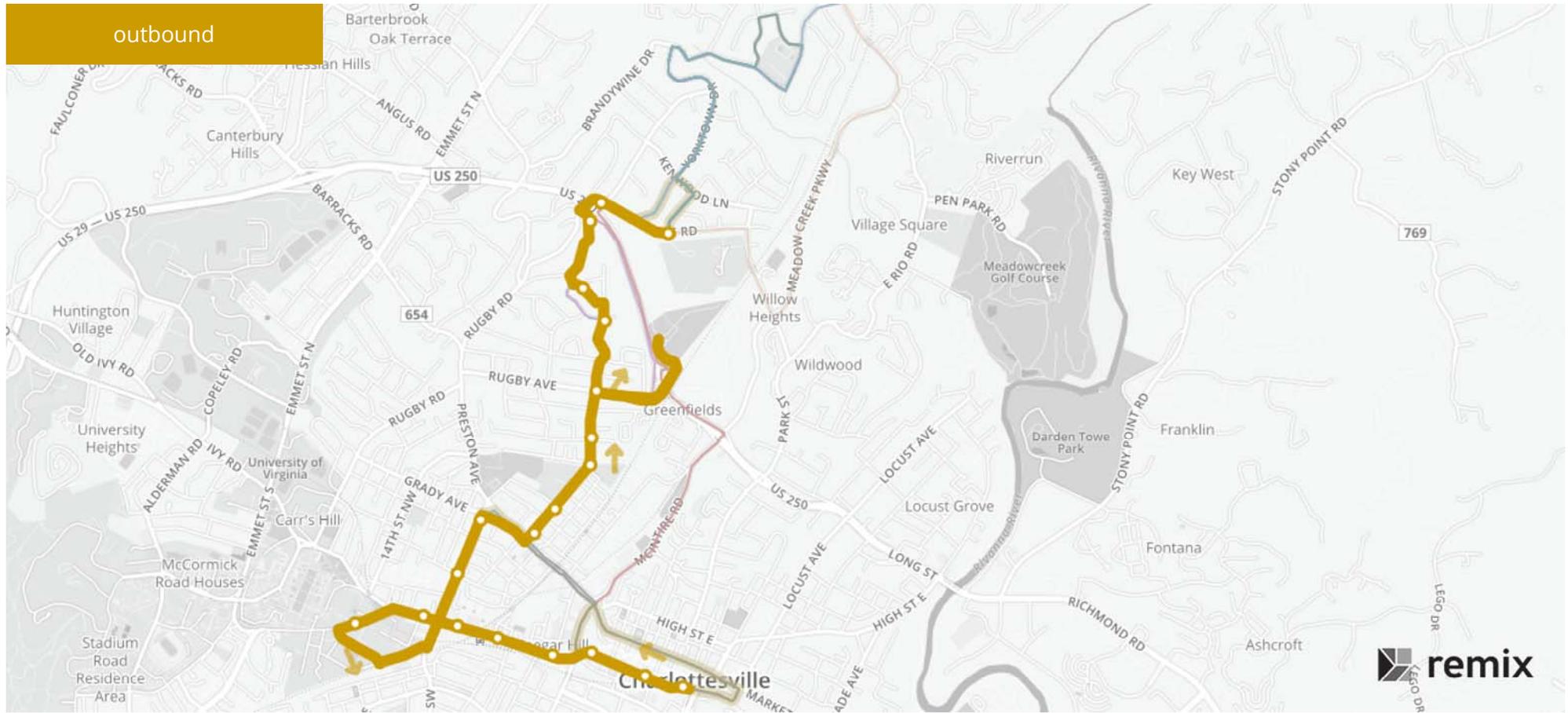
Disabled 8.1%

Employment

Jobs 11,470

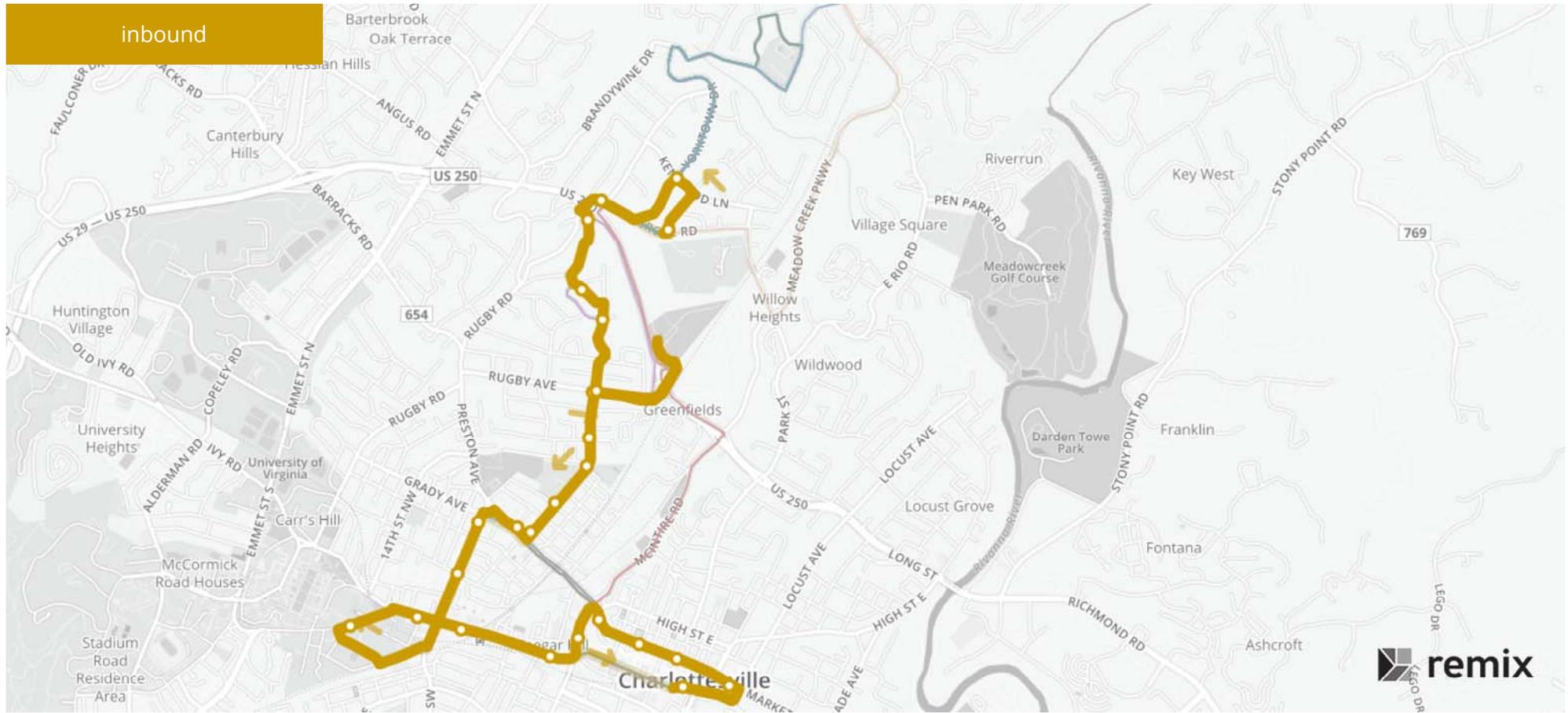
Route 9 Realignment Option 1

outbound



Route 9 Realignment Option 1

inbound



Option1

Operational

Cost \$409,750.00

Hours 5,980

Demographic

Population 10,613

Poverty 31.1%

Minority 37.2%

Autoless 14.6%

Limited English 2.6%

Seniors 9.6%

Youth 12.2%

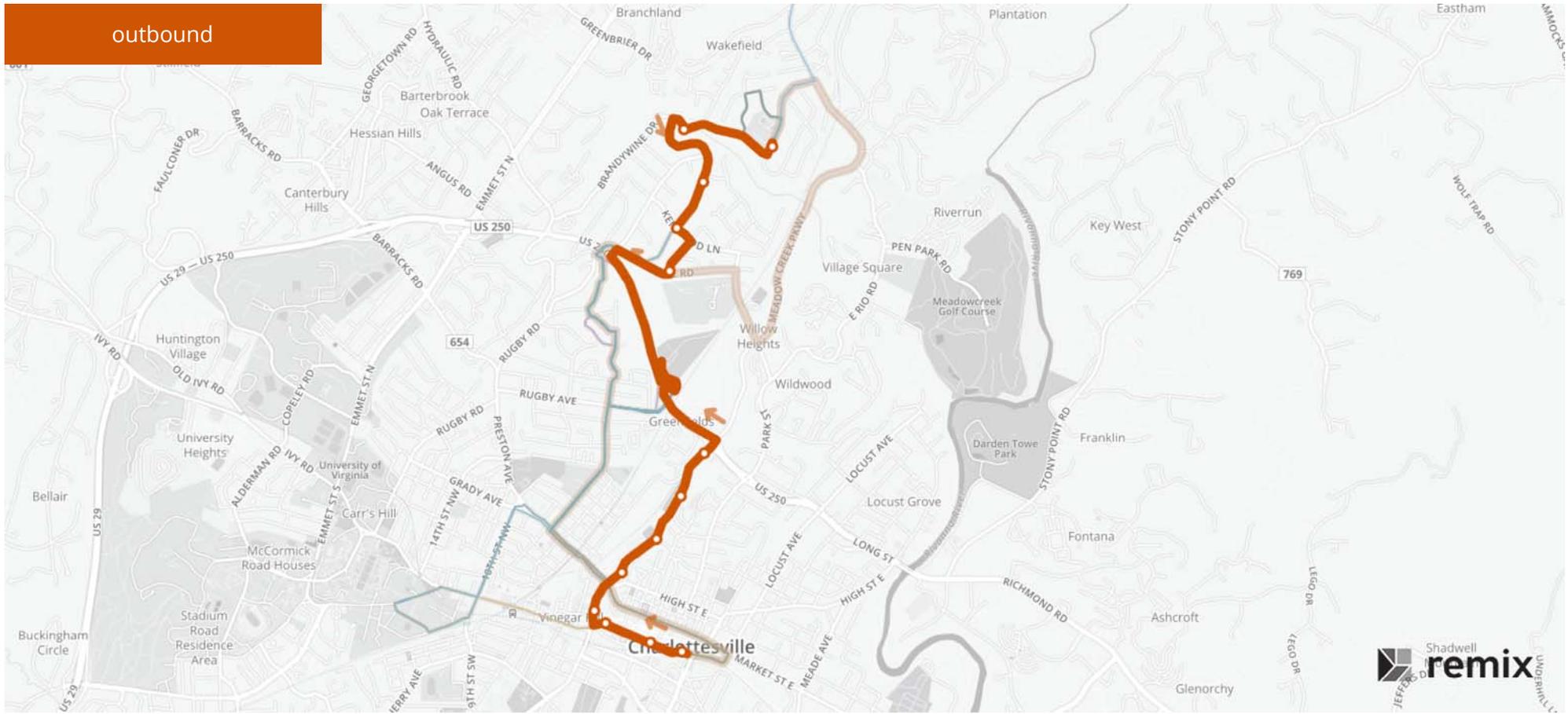
Disabled 8.4%

Employment

Jobs 23,697

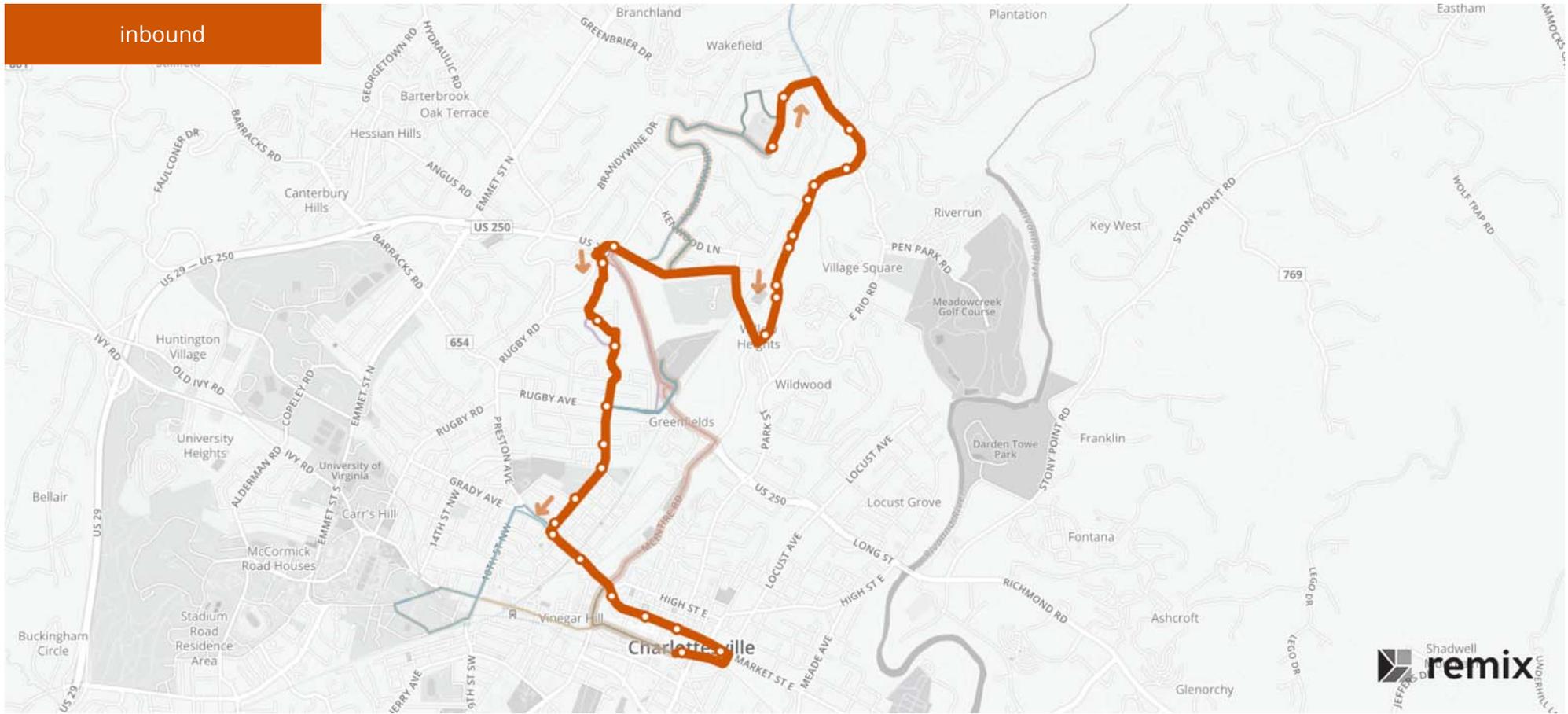
Route 9 Realignment Option 2

outbound



Route 9 Realignment Option 2

inbound



Option 2

Operational

Cost \$409,750.00
Hours 5,980

Demographic

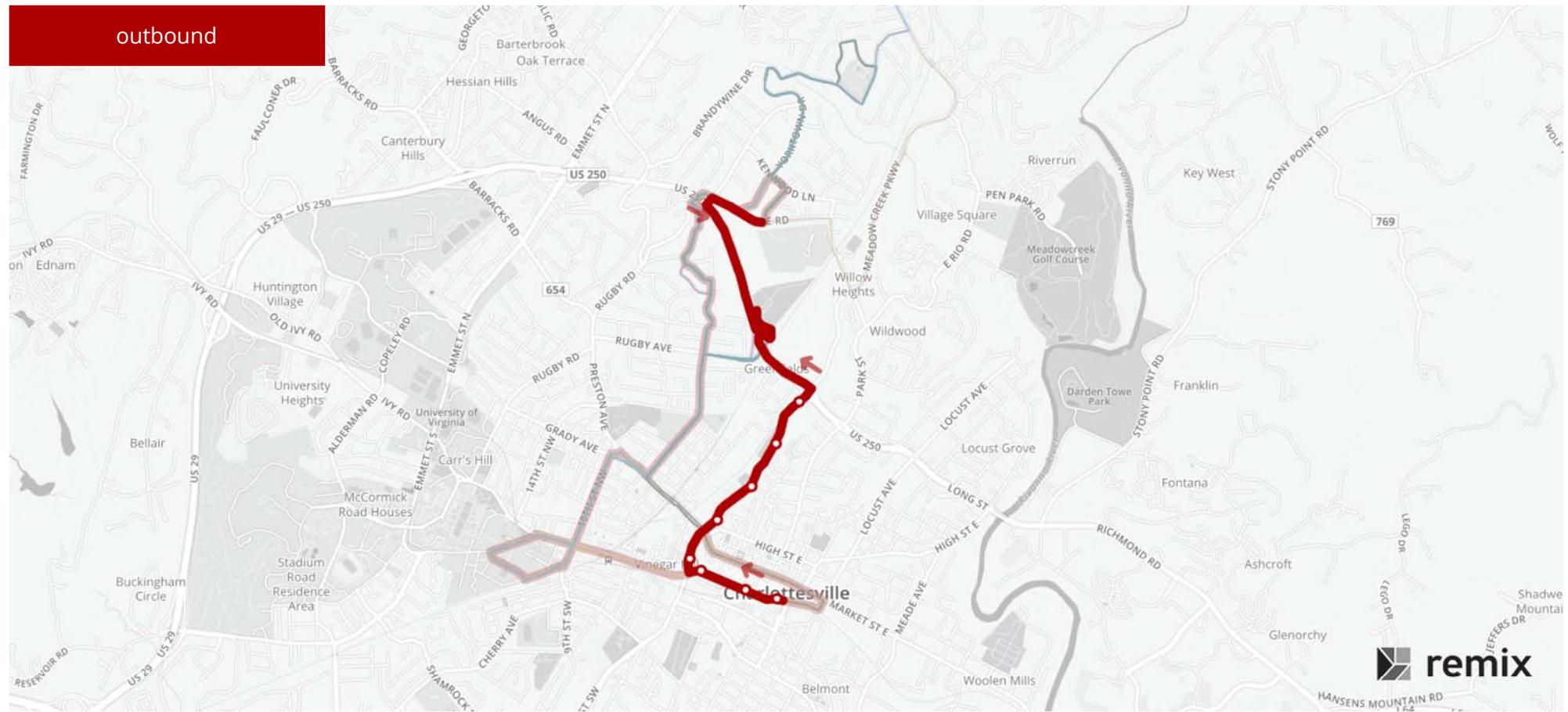
Population 8,452
Poverty 10.2%
Minority 24.7%
Autoless 12.3%
Limited English 1.8%
Seniors 16.1%
Youth 18.3%
Disabled 9.9%

Employment

Jobs 17,834

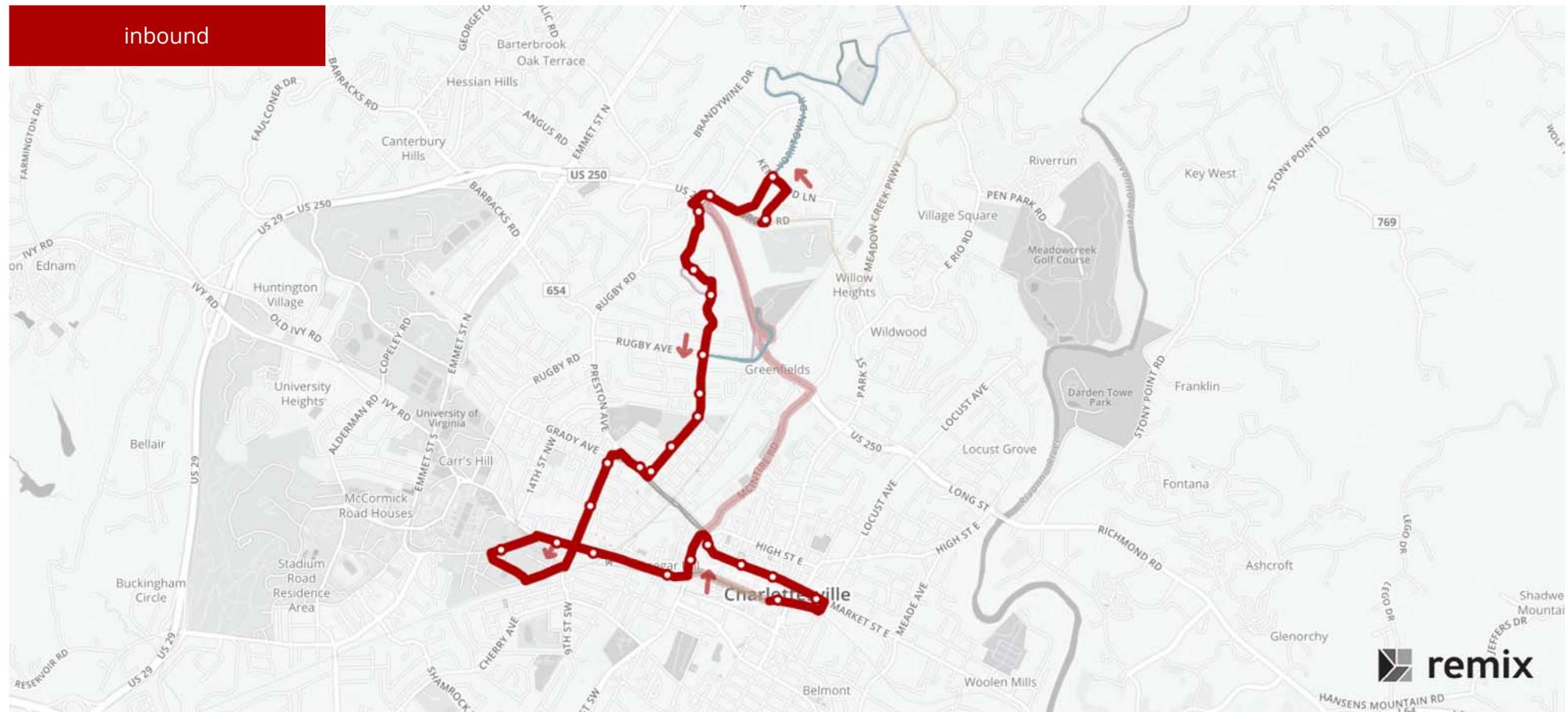
Route 9 Realignment Option 3

outbound



Route 9 Realignment Option 3

inbound



Option 3

Operational

Cost \$409,750.00
Hours 5,980

Demographic

Population 11,331
Poverty 28.7%
Minority 35.6%
Autoless 14.4%
Limited English 2.5%
Seniors 9.9%
Youth 12.7%
Disabled 8.6%

Employment

Jobs 25,109

Route 9 Realignment Comparison of Options for Realignment

	Current Route	Option 1	Option 1 vs. Current	Option 2	Option 2 vs. Current	Option 3	Option 3 vs. Current
Operational							
Cost	\$ 256,534.00	\$ 409,750.00	\$ 153,216.00	\$ 409,750.00	\$ 153,216.00	\$ 409,750.00	\$ 153,216.00
Hours	3,744	5,980	2,236	5,980	2,236	5,980	2,236
Demographic							
Population	10,524	10,613	89	8,452	(2,072)	11,331	807
Poverty	27.3%	31.1%	3.8%	10.2%	-17.1%	28.7%	1.4%
Minority	33.4%	37.2%	3.8%	24.7%	-8.7%	35.6%	2.2%
Autoless	14.3%	14.6%	0.3%	12.3%	-2.0%	14.4%	0.1%
Limited English	2.0%	2.6%	0.6%	1.8%	-0.2%	2.5%	0.5%
Seniors	12.6%	9.6%	-3.0%	16.1%	3.5%	9.9%	-2.7%
Youth	13.3%	12.2%	-1.1%	18.3%	5.0%	12.7%	-0.6%
Disabled	8.1%	8.4%	0.3%	9.9%	1.8%	8.6%	0.5%
Employment							
Jobs	11,470	23,697	12,227	17,834	6,364	25,109	13,639

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	February 6, 2017
Action Required:	Direction from council on recommendations
Presenters:	Maurice Jones, City Manager
Staff Contacts:	Maurice Jones, City Manager Chris Cullinan, Finance Director Jason Vandever, City Treasurer
Title:	Retirement Fund Sustainability Recommendations

Background:

The City of Charlottesville offers two retirement plan options to regular employees working at least 20 hours per week, 36 weeks per year. The plan options are a Defined Contribution 401a (DC) and a Defined Benefit Pension Plan (DB). Upon hire, employees have 30 days to elect either the DC or DB Plan.

A Defined Contribution (DC) 401a plan by definition is a plan in which fixed contributions are paid into an individual's account by the employer. The contributions are then invested and returns on the investments (which can be positive or negative) are credited to the individual's account. Upon retirement, the employee's account balance is used to provide retirement benefits.

A Defined Benefit (DB) Pension plan by definition is a traditional pension plan that pays a monthly benefit in retirement using a defined formula based on the employee's earnings, tenure of service, and age.

A voluntary Deferred Compensation 457 Plan is available for employees to invest their own monies for additional retirement savings. Deferred Compensation Plans allow contributions on a tax-deferred basis as savings toward retirement.

Recently, national attention has focused on pension and retirement systems in the public sector with an emphasis on how local and state governments can ensure that there are sufficient funds available to meet promised obligations that have been made to their employees. Rising health care costs and improved life spans over the past decades have made employer retirement costs rise dramatically over the years. This has in many cases negatively affected the retirement funds that are established to assist employers meet their long term obligations.

In an effort to ensure the City is taking necessary steps now, so that in the future, our employees' retirements will be secure, the Retirement Commission, whose duty as outlined by City Code is

to administer the City retirement plan, commissioned a Retirement Sustainability Study in 2015 to review the City's Defined Benefit (DB) Plan benefits and funding strategies, and to offer recommendations for future investments.

Most financial experts consider a funded status of 80% for public pensions to be a healthy funding level. The City's plan was funded at 54.4% prior to the study. After an initial review of the Sustainability Study in early 2016, the Retirement Commission and City Manager committed to reaching an 80% funded status in the next 10 years.

In the summer of 2016, the City Manager and members of the Retirement Commission held 13 meetings with over 420 employees to discuss the options for reaching sustainability. Ideas generated during those discussions were reviewed by representatives from SageView Consulting to determine feasibility and impact.

Discussion:

In October the Retirement Commission met to discuss several options before voting on a preferred plan:

Scenario 1:

- Phased in 3% Contribution for Plan 1 employees (hired before 7-1-12)
- Retiree COLA requires 15 years of service
- COLA requires retirement from the City and becomes effective after 1 full year of retirement
- Capping the public safety supplement at the estimated full Social Security benefit for all Public Safety Employees
- Invest LEADTEAM plan savings into the defined benefit plan
- Capping the public safety supplement at 17 years prior to Social Security eligibility (current benefit)

Scenario 2:

- Phased in 2% Contribution for Plan 1 employees (hired before 7-1-12)
- 5% Employee contribution for new hires starting 7/1/17
- Retiree COLA requires 15 years of service
- COLA requires retirement from the City and becomes effective after 1 full year of retirement
- Capping the public safety supplement at the estimated full Social Security benefit for all Public Safety Employees
- Capping the public safety supplement at 17 years prior to Social Security eligibility (current benefit)
- Requiring all new employees hired after 7-1-2017 to contribute 5% of their salary to the plan. The same rate paid by employees in the Virginia Retirement System (VRS)

Scenario 3:

- Phased in 2% Contribution for Plan 1 employees (hired before 7-1-12)
- 5% Employee contribution for new hires starting 7/1/17

- Retiree COLA requires 15 years of service
- COLA requires retirement from the City and becomes effective after 1 full year of retirement
- Capping the public safety supplement at the estimated full Social Security benefit for all Public Safety Employees
- Capping the public safety supplement at 17 years prior to Social Security eligibility (current benefit)
- Requiring all new employees hired after 7-1-2017 to contribute 5% of their salary to the plan. The same rate paid by employees in the Virginia Retirement System (VRS)
- Assume that a Cost of Living Adjustment (COLA) would be paid in 9 out of 10 years

Any one of these scenarios is projected to meet the Retirement Commission's goal of reaching 80% funded status in the next ten to twelve years.

Alignment with City Council's Vision and Strategic Plan:

Smart, Citizen-Focused Government

The delivery of quality services is at the heart of Charlottesville's social compact with its citizens. Charlottesville's approach to customer service ensures that we have safe neighborhoods, strong schools, and a clean environment. We continually work to employ the optimal means of delivering services, and our decisions are informed at every stage by effective communication and active citizen involvement. Citizens feel listened to and are easily able to find an appropriate forum to respectfully express their concerns.

Recommendations:

The Commission voted in favor of Scenario #1 but agreed that any of the scenarios would achieve its goal. The City Manager is recommending Scenario #2 because it addresses the funding needs of the plan while reducing the contribution required of long term employees from 3% to 2%, those hired prior to July 1, 2012, while asking future employees, those hired after July 1, 2017, to contribute 5% toward their retirement. The 5% contribution rate is in line with the current contribution rate for VRS and other retirement plans.

Budgetary Impact:

There will be no impact on the general fund. It is anticipated that the savings created in the Retirement Sustainability Plan would be reinvested in the City's Defined Benefit (Pension) Plan to help the City reach its goal of an 80% funded status for its retirement fund.

Alternatives:

Council could decide to not support any of the scenarios and request the staff and Retirement Commission return with other alternatives in the future.

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