

City of Charlottesville
Department of Parks and Recreation
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434-970-3260



"A World Class City"

PARKS AND RECREATION ADVISORY BOARD AGENDA December 18, 2013

PUBLIC HEARING

PH -1 Rives Park – Master Plan Amendment - Addition of Garden Plots

ADMINISTRATIVE ITEMS

ADMIN-1 Adoption of Minutes – November 20, 2013 Advisory Board Meeting

INFORMATION ITEMS

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ADJOURNMENT

City of Charlottesville
Parks and Recreation Advisory Board – Agenda Item
December 18, 2013

ADMINISTRATIVE – 1

Adoption of Minutes – November 20, 2013 Parks and Recreation Advisory Board Meeting

ACTION REQUIRED:

Advisory Board adoption of the minutes of the November 20, 2013 meeting.

ENCLOSED DOCUMENTS:

Minutes of November 20, 2013 meeting.

**PARKS AND RECREATION ADVISORY BOARD
MINUTES
November 20, 2013**

The Parks and Recreation Advisory Board held a regular meeting on Wednesday, November 20, 2013 at 5:00 p.m. held @ Carver Recreation Center. Members present were, Byron Brown, Anne Hemenway, David Hirschman, John Kammauff, Sean McCord, and Natasha Sienitsky. Absent: Ruth Barnett, Llezelle Dugger, Ned Michie and Jordan Phemister

Staff: Brian Daly, Doug Ehman and Vic Garber

Minutes:

- Natasha Sienitsky made a motion to approve October 16, 2013 minutes, second by David Hirschman, motion was unanimously approved.

McIntire Park Design RFP

- Brian Daly reported that the last couple of months have been going back and forth on contract amount for the McIntire Park Design RFP which has been significantly high, have come back with some different remunerations. Parts of the master plan do not have form to them; have construction documents for some parts of the park.
- Community process will be put in place
- Time line – open ended right now
- Need a common vision between City and Botanical Garden group

Skate Park Design RFP

- Vic Garber reported that they were down to one firm for the McIntire Park Skate Park design, beginning phase of negotiations.
- Contract should be executed by early January, approximate cost seems fair, have some changes, feel good about company working with
- David Hirschman asked if firm specializes in Skate Parks, Vic Garber replied yes.
- Criteria for firm selection included in RFP
- Gave firms City's vision, so they have some sense of what we are looking for
- Input from skaters will be included in design process
- Anne Hemenway asked about the vision for the skatepark, said that she has heard different versions, Vic Garber replied that it was open, decisions will be citizen driven.
- Temporary location is working

Azalea Park – Reorientation of Athletic Field

- Doug Ehman reported that staff has been working with the renovation of the park this summer, also spending time looking at the reorientation of the field; there are some issues – no water available, electrical connection availability, high fence – very expensive, started looking @ options; turn field – approximately \$100,000, with current reorientation – 30-40% of rotate; Once field is turned – home plate would be near creek
- Have some occasional groups using field, began to question value
- In the original master plan there was an active fast pitch program in the park, advocated for rotation of the field, sun issues, still a segment.

- Fry Springs Task Force – met and walked the park with them, outcome was that it probably makes sense to save the money by not rotating.
- Neighborhood Association – met and talked with them; the vote was everyone but one not to rotate, approximately 25 people in attendance
- Natasha Sienitsky asked about what happens to cost savings, Doug Ehman replied that if there is money left in the project it goes back into the pot to support other projects, also works if short, we could get from the pot. City Council approval is required if want to move savings to another project, staff does not have the authority to administer those decisions. He stated that usually most projects have very little funds left.
- Doug Ehman stated that they were looking to the Advisory Board to ask how formal do you want it to be, Advisory Board members expressed that they felt the decision should be left to staff, best professional decision

Motion – Azalea Park – Reorientation of Athletic Field

- John Kammauff made to motion to leave the Azalea Park baseball field in its current orientation, Natasha Sienitsky second, motion was unanimously approved

Rives Park – Renovations and Public Hearing on Plan Amendment

- Doug Ehman reported that the Rives Park RFP will open tomorrow.
- Brian Daly talked about the inclusion of garden plots @ Rives Park; he stated that Chris Gensic & he went to the neighborhood meeting. A request has come from the Friends of Rives Park – Supporting Community Gardens that In lieu of a volleyball court, to put in gardens. No garden plots are presently included in the master plan, would be a change of use. The group has been notified that it would have to go through the process including a public hearing.
- Anne Hemenway asked if the neighborhood was on board with this request.
- Brian Daly asked the Advisory Board if their regularly scheduled December meeting could be substituted to host this meeting with the neighborhood on December 18.
- Byron Brown asked if there were any objections, no members objected.

FY 15 Budget Draft Submissions

- Brian Daly reported that there was a budget summary included in the Advisory Board packet which included expenditures & revenues for FY 15.
- Directive was to put together a flat budget, plus a budget with 10% budget reductions. Some items out of staff control – 2% salary increase, cost of Carver Center rent increase. Today received rent increase notice from owner, came in low.
- Realigned some expenditures, IT not charging as much, utility savings,
- Revenue - 2009-13 – numbers continue to increase, FY 15 less – Carver Center revenues has not materialized as first expected, more daily admissions @ Smith Aquatic Center, program revenue from classes moved from youth classes to Carver – 95% of classes occur @ Carver Center.
- Softball revenue is down due to less teams participating

- For the 10% budget reductions, have come up potential double the amount, knowing that everything on the list will not be desirable, put everything on list that considered scrutiny. Categorized by impact levels – no, minimal, moderate and major.
- Submitted budget on Monday, next step will be an internal review among departments
- Natasha Sienitsky asked if City Council would be on board for eliminating program guide, felt that would not be good for reaching the community and was an important part of outreach.
- Brian Daly stated that the list does not represent staff opinions.

Chairman Matters

- Byron Brown stated that he saw the e-mail from Kathy Galvin, did not hear about until the e-mail, Natasha Sienitsky stated that she had attended the meeting.
- Place Design Task Force which consisted of primarily architects was tasked to come up with recommendation to add on to existing locations, ex. Downtown Mall.
- Change in comprehensive plan – Place Design Task Force asked how to come up with criteria, small area plans, specific areas have their own characteristics, more coordinated planning efforts, Planning Commission – idea of having map of City that indicates where all projects are going on for not only city staff but the public. Recommendations – Parks Plan coordinate with other plans into one plan
- Annual report – contents on website, agenda from last joint city planning commission meeting

Board Matters

- John Kammauff asked about the deadline for the YMCA coming up – strongly recommend that City Council take another look. Brian Daly replied that there was a meeting with the CEO from the YMCA tomorrow to talk about where is the project.
- John Kammauff thanked staff for locks on equipment shed @ McIntire Park.
- Anne Hemenway reported that she did the loop de ville with Diana Foster, got to see parks, was amazing, extremely complimentary of the city
- Sean McCord stated that this was his last meeting because it was the end of his second term.
- David Hirschman asked about temporary lights @ the Skatepark since it is dark so early, Doug Ehman replied that the only option would be construction lights and cost would be approximately \$1,400/month plus they are smelly and a harsh light. Brian Daly reported also that trying to get power in with construction going on is very hard. Doug Ehman reported that they have tried to find solar lights, but did not find, but will continue to work on a solution.
- Therapeutic Arts – great program, very impressed

Directors Matters

- Tuesday, 11/26 – work session on draft CIP program
- Jazz Concert – Carver Recreation Center - 12/7

Motion

- Natasha Sienitsky made a motion to adjourn, second by Sean McCord, motion was unanimously approved. Meeting adjourned @ 7:00 pm

Respectfully submitted,

Linda Daly
Secretary to the Advisory Board

City of Charlottesville
Parks and Recreation Advisory Board – Agenda Item
December 18, 2013

PUBLIC HEARING - 1

Rives Park – Master Plan Amendment – Addition of Garden Plots

A Public Hearing will be held to hear community input on the addition of garden plots to the Master Plan for Rives Park. As such an addition would be a change in land uses from the adopted Master Plan, an amendment is required for such change to occur. The Adopted Park Master Planning Process will be used, beginning with the step of a public hearing in front of the Advisory Board.

Following the public hearing, a thirty (30) day public comment period will be held and the remainder of the Master Planning process followed

INFORMATION - 1

McIntire Park Design RFP

Staff will provide an update on the process of selection for a design firm to complete the final plans for the east side of McIntire Park.

INFORMATION - 2

Skate Park Design RFP

Staff will provide an update on the process of selection for a design firm to complete the final plans for the Skate Park within the east side of McIntire Park; including an outline of citizen participation on the review committee.

INFORMATION - 3

YMCA Lease Extension & Construction Schedule

At its meeting of December 16, 2013, City Council granted a twelve (12) month extension of the ground lease to the Piedmont Family YMCA to commence construction of the facility in McIntire Park. Staff will provide an update on discussions regarding construction sequence and timing. A copy of the Council item is attached for reference.

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



Agenda Date:	December 16, 2013
Action Required:	Approval by Resolution for an Extension of Time to Commence Construction
Presenter:	Allyson Davies, Deputy City Attorney Brian Daly, Director, Parks and Recreation
Staff Contacts:	Allyson Davies, Deputy City Attorney Brian Daly, Director, Parks and Recreation
Title:	Approval of YMCA's Request for 2nd Extension on Commencement of Construction

Background:

In October of 2007, City Council advertised a proposed ground lease of approximately 3 to 5 acres on the west side of McIntire Park for the construction of a community fitness and recreation center. The proposed lease was for a term of forty (40) years requiring an advertised request for bids and a public hearing prior to selection of the successful bidder. On October 15, 2007, Council conducted a public hearing and selected Piedmont Family YMCA as the lessee. The City of Charlottesville and the YMCA subsequently entered into the attached Ground Lease on January 15, 2008.

At issue is Paragraph 8 of the Ground Lease, which states in relevant part:

"If construction is not commenced within sixty (60) months of the execution of this lease, this lease shall terminate unless an extension of time is requested by the Lessee for good cause and agreed to by the City, such agreement not to be unreasonably withheld."

Pursuant to Paragraph 8, the YMCA was originally required to commence construction by January 15, 2013. In December of 2012, Council granted an extension to January 15, 2014. The YMCA now seeks a second one year extension. A copy of their request is attached.

The YMCA states that their organization was ready to commence construction in August of 2011. However, they were unable to do so due to ongoing litigation against the City by the Fitness Club Association over the advertising/bidding process for the Ground Lease and City funding for the facility. When the Virginia Supreme Court agreed to hear the appeal of the Fitness Club Association, the start of construction stopped pending a final determination by the Court. Argument before the Virginia Supreme Court occurred in June of 2012. The Court issued an opinion vacating and dismissing the appeal on January 10, 2013. This date was immediately prior to the January 15, 2013 construction deadline under the original lease. Therefore, the YMCA requested and Council granted an extension under Paragraph 8 of the Ground Lease on December 17, 2013. The YMCA now requests a second extension for a period of twelve (12) months to January 15, 2015.

In support of this request, the YMCA highlights that the litigation caused a two and a half year delay to their 60 month construction deadline. For two and a half of the five year development term the project was on hold. Further updates to the building code, rising construction cost and the need to secure additional financing have further delayed the development.

Community Engagement:

City Council work sessions and a public hearing occurred in 2007. The forty (40) year Ground Lease is currently in effect and therefore this section is inapplicable.

Discussion:

Paragraph 8 of the existing Ground Lease allows an extension of time to begin construction for good cause. The litigation involving the YMCA's Ground Lease is a matter outside of the YMCA's control. The delay in construction is not due to any negligence or lack of diligence on the part of the YMCA. Pursuant to the City's contractual responsibilities under the Ground Lease, consent to an extension cannot be unreasonably withheld. It was reasonable to grant the first extension pending a decision by the Virginia Supreme Court on the City's bidding process and it is reasonable to do so again for an additional one year term.

Since the City prevailed, there are no further legal impediments to moving forward with this ground lease. If the City allows the current lease to terminate, the bidding process would have to start over and this would further delay the Council's objective to promote an affordable fitness facility in McIntire Park. The YMCA emphasizes that they have incurred significant cost to continue the site specific development in McIntire Park. This community expenditure would be lost if the City terminated the ground lease. Finally, litigation lasted for two and half years and the YMCA emphasizes that they seek only an additional twelve months extension for a total of a twenty four month extension to account for the time lost to litigation.

Council may agree to the requested extension by adoption of the attached resolution. Granting this extension will not extend the existing term of the Ground Lease nor enlarge the area within McIntire Park subject to the Lease. It is simply an extension of time to commence construction.

Alignment with City Council's Vision and Priority Areas:

Approval of this agenda item aligns directly with Council's vision to be **America's Healthiest City** by fostering the development of affordable fitness facilities for citizens. This agenda item also contributes to Council's 2012-2014 priority to **provide a comprehensive support system for children**. The construction of a fitness facility in McIntire Part will expand affordable fitness and programming opportunities for youth in the City.

Budgetary Impact: This item has no current impact on the budget. The property is already subject to a long term lease.

Recommendation: Staff recommends City Council approve the YMCA's request for an extension.

Alternatives: Council could choose not to grant the Extension. The YMCA would be required to commence construction in January or terminate the lease.

Attachments:

YMCA Request for Extension
Relevant Section of Lease Agreement
Resolution



Piedmont Family YMCA

674 Hillsdale Drive, Suite 4
Charlottesville, VA 22901
Office: 434-974-9622
Fax: 434-974-4651
office@piedmontymca.org

November 22, 2013

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

City of Charlottesville/YMCA Ground Lease-Request for
Extension of Commencement of Construction Deadline

Dear Maurice:

Piedmont Family YMCA, Inc. and the City of Charlottesville are parties to a Ground Lease dated January 15, 2008 pursuant to which the City leases to the YMCA certain space in McIntire Park on which the YMCA intends to build a recreational facility. Pursuant to Paragraph 8 of the Ground Lease, if construction of the facility is not commenced within sixty (60) months of the execution of the Ground Lease (January 15, 2013), it shall terminate unless an extension of time is requested by the YMCA for good cause and agreed to by the City, such agreement not to be unreasonably withheld. As you will recall, at the request of the YMCA, Council approved a one-year extension of this date (to January 15, 2014) at its December 17, 2012 meeting.

As you are aware, our project was the subject of separate lawsuits filed by the Charlottesville Area Fitness Owners Association against the City and Albemarle County with respect to the Ground Lease and Use Agreement in May, 2010. These cases were ultimately dismissed by the Circuit Court for the County of Albemarle, but appealed to the Virginia Supreme Court. The YMCA was in the final stages of negotiating its construction contract to move forward with construction in August, 2011 when we received word that the Virginia Supreme Court had agreed to hear the appeals of the cases. The Virginia Supreme Court held hearings on the cases in June, 2012, but did not issue its opinion dismissing the appeals until January of this year, over 2 ½ years after the lawsuits were originally filed.

After issuance of the Virginia Supreme Court opinion, we updated our construction estimates and continued to work with our lender group in order to develop the numbers necessary to prepare our financial plan which was presented to you and then to Council at its March 18, 2013 meeting. We had a term sheet from our lender group but still had a number of details to work out with them to get a loan commitment. The lender group is made up of several local banks, each of whom would fund a portion of the loan necessary to construct the facility. Since the YMCA has no membership revenue from the facility until it is built, and we do not own the land

Maurice Jones
November 22, 2013
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upon which it will be built, the loan is essentially unsecured and by spreading the loan amount over several lenders, each lender would be able to reduce its overall risk for this essentially unsecured loan.

This summer we were informed that one of the lenders would not be able to make its portion of the loan (due to circumstances not related to the YMCA or within our control) and our lead lender had to find another lender to take its place. Another lender was found, but imposed additional requirements on the YMCA which we have been diligently working to satisfy, but we also need to get updated financial information and updated construction costs to the lender group. There were also updates to the statewide building codes that went into effect this summer which required our architects to re-review our plans to be sure that they still complied with the updated codes and this process is almost complete.

In light of these delays, the YMCA would not expect to be able to finalize its financing and mobilize its contractor on site by January 15. Therefore, we respectfully request an extension of the construction commencement deadline under Paragraph 8 of the Ground Lease for an additional twelve (12) months to January 15, 2015. We were delayed 2 ½ years as a result of the lawsuits filed against the City and County, but to this point have only a one-year extension. We have been working diligently, and will continue to work diligently, to obtain our financing and begin construction. We have expended substantial sums in architectural and other fees which are site specific to the McIntire Park site. We believe an additional one-year extension is appropriate and reasonable under these circumstances.

We request that this matter be put on the City Council meeting agenda for December 16, 2013. Denny Blank, our CEO, and I will be available to appear before Council to answer any questions.

Please note that we are not asking you to re-review our financial plan at this time. We need to obtain our final construction costs and loan interest rates in order to see whether there are any material changes to the plan or whether it is simply the same plan, with the time-frames shifted accordingly, and will provide you with that information when it is available, hopefully in January. In the meantime, if you have any questions, please feel free to call me.

Sincerely,



Kurt J. Krueger
Chairman

cc: S. Craig Brown, Esq., City Attorney
Denny Blank, CEO

from all claims for damages to the City or its agents caused by actions of the Lessee in the course of conducting the studies.

4. Term. The initial term of this Lease shall be for a period of forty (40) years, which shall begin on the date specified in the notice from Lessee to the City required below (the "Commencement Date") and continuing thereafter throughout the ____ day of _____, 2048. Lessee shall give the City at least sixty (60) days prior written notice of the Commencement Date, which shall be the date it may commence occupancy of the Leased Property, not later than 120 days from the earlier of May 20, 2008 or the date the City completes its Master Plan for McIntire Park. The City agrees to complete such Plan and give notice to the Lessee of the site in McIntire Park on or before May 20, 2008. In the event the City fails to complete such Plan or give such notice, the area identified on the plat attached hereto as Exhibit C shall be designated as the Leased Property without further action on the part of either the City or Lessee.

5. Rent. The Lessee shall pay to the City nominal rent at the rate of \$1.00 per year, the receipt of which is hereby acknowledged.

6. Use. Subject to the Lessee's compliance with all applicable local, state and federal laws and regulations, the City hereby grants permission to the Lessee to occupy the Leased Property for the purposes of constructing and operating a fitness and recreational center with such amenities as are provided for in the Use Agreement (defined in Paragraph 7 below) (hereinafter the "Facility").

7. Purpose. Unless otherwise agreed by the parties, the use of the Facility shall be primarily for the benefit of residents of the City of Charlottesville and Albemarle County, and non-resident members of Lessee. The operation of the Facility, and the conducting of any programs, classes or activities on the Leased Property, shall be in accordance with a "Use Agreement" executed by the parties hereto and the County of Albemarle, which is attached hereto and incorporated herein as Exhibit B. The Use Agreement may be modified from time to time with the approval of all of the parties to the Use Agreement, provided that such modifications are in writing and signed by authorized representatives of all such parties.

8. Construction Commencement and Completion. If construction is not commenced within sixty (60) months of the execution of this Lease, this Lease shall terminate unless an extension of time is requested by the Lessee for good cause and agreed to by the City, such agreement not to be unreasonably withheld. Subject to delays beyond the reasonable control of the Lessee, the Lessee shall substantially complete construction of the Facility and obtain a Certificate of Occupancy within twenty-four (24) months of the beginning of construction, unless an extension of time is requested by the Lessee for good cause and agreed to by the City, such agreement not to be unreasonably withheld. All construction shall be conducted in such a way as to minimize disruption to other activities and uses of McIntire Park outside of the Leased Property. In the event construction materially disrupts operations of the City or other authorized users of McIntire Park outside of the Leased Property, the City may, by written order to the

Lessee, require the Lessee to temporarily stop all, or any part, of the construction. Upon completion of construction, Exhibit A shall be replaced with a map showing the exact coordinates for the location of the Facility, in addition to the boundaries of the Leased Property.

9. Quiet Enjoyment. The Lessee, on paying the rent and observing and keeping all covenants, warranties, agreements and conditions of the Lease on its part to be kept, shall quietly have and enjoy the Leased Property and the Facility during the Lease term.

10. Approval of Improvements.

A. No improvements of any kind, including driveways and parking areas, shall be made to the Leased Property unless and until Lessee shall have obtained any and all required local, state and federal governmental approvals and permits, and all such improvements shall be undertaken and constructed in strict compliance with all applicable City, state and federal rules, regulations and laws.

B. The City and the Lessee acknowledge that the Lessee's intended use of the Leased Property may require a rezoning, special use permit or site plan approval for all or any portion of the Leased Property. By its execution of this Lease the City hereby evidences its written consent for Lessee to apply for and seek any and all land use and zoning approvals necessary for the future intended use of the property. The City's consent shall not be construed as a representation that it will grant or approve any particular application submitted by Lessee, which is otherwise within the City's discretion to approve or deny.

C. The Lessee shall, at its own expense, engage licensed architects, engineers and other professionals as necessary to conduct all necessary site evaluations and surveys, to include, but not necessary limited to, public records, easements, utility locations, plat surveys, existing conditions surveys, soils investigations and environmental investigations. The Lessee shall produce for approval design plans and construction documents, to include specifications, site, building, traffic, roadway and parking plans. The preliminary drawings and design plan for the entire Facility shall be approved by the City Council prior to commencement of any construction. Additionally, a site plan must be approved by the City Planning Commission prior to the commencement of any construction. Such approvals by the City Council and the City Planning Commission shall not be unreasonably withheld.

D. The design and exterior appearance of the proposed Facility shall be subject to the approval of the Charlottesville City Council. Prior to the commencement of construction Lessee shall submit to the City Board of Architectural Review ("BAR") a detailed and clear description of the exterior features of the proposed Facility, including but not limited to the general design, arrangement, texture, materials, plantings and colors to be used, and the type of windows, exterior doors, lights, landscaping, parking, signs and other exterior fixtures and appurtenances. The BAR shall, within forty-five (45) days from receipt of a complete submittal make a

RESOLUTION
EXTENDING THE DEADLINE FOR PIEDMONT FAMILY YMCA
TO COMMENCE CONSTRUCTION ON THE RECREATIONAL FACILITY
TO BE LOCATED IN McINTIRE PARK

WHEREAS, the City of Charlottesville and Piedmont Family YMCA ("YMCA") entered into a Ground Lease, dated January 15, 2008, for the long-term use of a portion of McIntire Park on which the YMCA intends to build a recreational facility to benefit the community; and

WHEREAS, construction has been delayed due to litigation over the City's bidding and funding process related to the leasing of the subject land which litigation concluded in January of 2013; and

WHEREAS, Paragraph 8 of the Ground Lease states the lease will terminate if construction of the facility is not commenced within sixty (60) months of the execution of the lease or January 15, 2013, unless an extension of time is requested by the YMCA for good cause and agreed to by the City; and

WHEREAS, Council previously granted a one year extension to the deadline on December 17, 2012 allowing for a deadline of January 15, 2014 for commencement of construction, and

WHEREAS, this Council finds that good cause does exist for the delay in construction, and YMCA has requested in writing a second twelve (12) month extension of the deadline to commence construction due to the litigation delays; now, therefore,

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that this Council hereby agrees to extend the construction commencement deadline for an additional twelve (12) months on the YMCA facility, as required by Paragraph 8 of the above-referenced Ground Lease. The new construction commencement deadline will be January 15, 2015.