

CITY COUNCIL AGENDA
Tuesday, March 4, 2019



5:30 p.m. **Closed session as provided by Section 2.2-3712 of the Virginia Code**
Second Floor Conference Room (Boards & Commissions; Personnel)

6:30 p.m. **Regular Meeting - CALL TO ORDER**
Council Chambers

PLEDGE OF ALLEGIANCE
ROLL CALL
ANNOUNCEMENTS
PROCLAMATIONS

- 1. CONSENT AGENDA*** (Items removed from consent agenda will be considered at the end of the regular agenda)
- a. Minutes February 19, 2019 Regular Meeting; February 20, 2019 Special Meeting
 - b. APPROPRIATION: Dockless Mobility Funds for Bicycle and Pedestrian Improvements - \$50,575 (2nd of 2 readings)
 - c. APPROPRIATION: Capital Fund Transfer for Completion of the Standards and Design Manual Rewrite - \$66,680 (2nd of 2 readings)
 - d. RESOLUTION: Approval of 2018-2022 Analysis of Impediments to Fair Housing Choice Report (1st of 1 reading)
 - e. RESOLUTION: Business Equity Fund Donation Agreement(1st of 1 reading)
 - f. RESOLUTION: Acquisition of Hartman's Mill Road Land (1st of 1 reading)
 - g. RESOLUTION: Support of Friendship Court Redevelopment – Phase 1 (1st of 1 reading)
 - h. RESOLUTION: Support for Crescent Halls Redevelopment (1st of 1 reading)
 - i. RESOLUTION: Support for South 1st Street Redevelopment (1st of 1 reading)
 - j. RESOLUTION: City Market Lease (1st of 1 reading)
 - k. ORDINANCE: Encroachment and Aerial Easement from City for CODE Building on West Main (Mall) (2nd of 2 readings)
 - l. ORDINANCE: Telecommunications Franchise to MCI Communications (1st of 2 readings)

CITY MANAGER RESPONSE TO COMMUNITY MATTERS (FROM PREVIOUS MEETINGS)

COMMUNITY MATTERS Public comment is provided for up to 16 speakers at the beginning of the meeting (limit 3 minutes per speaker.) Pre-registration is available for up to 8 spaces, and pre-registered speakers are announced by noon the day of the meeting. The number of speakers is unlimited at the end of the meeting.

- 2. REPORT:** School Board's Adopted FY2020 Budget
- 3. REPORT:** City Manager's Proposed FY2020 Budget
- 4. RESOLUTION*:** South First Street Redevelopment – Critical Slopes Waiver (1st of 1 reading)
- 5. ORDINANCE*:** Imposition of Fee for Fire Department Inspections (1st of 2 readings)

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 public comment.**

Please follow these guidelines for public comment:

- Each speaker has **3 minutes** to speak. Please give your name and place of residence before beginning your remarks.
- Please **do not interrupt speakers**, whether or not you agree with them. **Speaking from the audience is not permitted** without first being recognized by the Chair.
- Please **refrain from using obscenities**.
- 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.
- If you cannot follow these guidelines, you will be asked to leave City Council Chambers and will not be permitted to re-enter.

COUNCIL CHAMBER - February 19, 2019

Mayor Walker called the meeting to order at 6:30 p.m.

ROLL CALL

Council met in regular session on this date with the following members present: Mayor Nikuyah Walker, Vice Mayor Heather Hill, Ms. Kathy Galvin, and Mr. Mike Signer. Absent: Dr. Wes Bellamy.

ANNOUNCEMENTS

Ms. Galvin read an announcement regarding regional climate action engagement opportunities and advised that the City is accepting public comment through March 17th.

CONSENT AGENDA

Clerk of Council Kyna Thomas read the following Consent Agenda items into the record:

- a. **Minutes – February 4, 2019 Regular Meeting; February 6, 2019 Work Session; February 6, 2019 Closed Meeting**

[Minutes - February 4, 2019 Regular Meeting](#)

[Minutes - February 6, 2019 Work Session](#)

[Minutes - February 6, 2019 Closed Meeting](#)

- b. **APPROPRIATION: Dockless Mobility Funds for Bicycle and Pedestrian Improvements - \$50,575 (Carried)**

[Dockless Mobility Funds for Bicycle and Pedestrian Improvements](#)

- c. **APPROPRIATION: Capital Fund Transfer for Completion of the Standards and Design Manual Rewrite - \$66,680.**

[Capital Fund Transfer for Completion of the Standards and Design Manual Rewrite](#)

This item was pulled from the Consent Agenda for discussion later in the meeting.

- d. **RESOLUTION: Acquisition of 142 acres on Reservoir Road from Hedgerow Holdings**

[Acquisition of 142 acres on Reservoir Road from Hedgerow Holdings](#)

RESOLUTION APPROVING THE ACQUISITION OF LAND NEAR RAGGED MOUNTAIN RESERVOIR FOR EXPANSION OF THE CITY PARKS AND TRAIL SYSTEM

WHEREAS, Hedgerow Holdings I, LLC and Hedgerow Holdings VI, LLC (“Hedgerow”), the owner of a tract of land identified on Albemarle County Tax Map 75 as Parcels 47B, 58, 62, 62A, 63B and 63C, hereinafter the “Property”, has indicated a willingness to convey the Property to the City of Charlottesville for parkland and greenbelt trail purposes; and

WHEREAS, the City has been awarded a grant of \$600,000 from the U.S. Department of Agriculture for the purchase of the Property; and

WHEREAS, the Property is comprised of six (6) separate parcels of land, collectively assessed at approximately \$2.4 million; and

WHEREAS, acquisition of the Property will preserve forestland, extend the City’s greenbelt trail system, and expand the riparian zone at Ragged Mountain Reservoir; and

WHEREAS, the City’s Parks and Recreation Department seeks the endorsement of City Council to proceed with the purchase of the above-described land at a purchase price of \$600,000.00, which is well below the Albemarle County Assessor’s valuation of the land, with the remaining value of the Property being donated to the City by Hedgerow; and

WHEREAS, a Real Estate Purchase and Sale Agreement for the conveyance of said land has been reviewed and approved by the City Attorney’s Office; now, therefore,

BE IT RESOLVED that this Council hereby authorizes the purchase of a tract of land (approximately 142 acres) located near Ragged Mountain Reservoir in the County of Albemarle for expansion of the City’s parkland and greenbelt trail system. The City Manager is hereby authorized to execute a purchase agreement, in form approved by the City Attorney or his designee, and the City Attorney’s Office shall take whatever actions are necessary to effect the acquisition of the above-described Property, pursuant to the terms and conditions, including receipt of the grant funds, set forth in the aforementioned purchase agreement.

- e. **ORDINANCE: Lease for Albemarle-Charlottesville Historical Society at 200 2nd Street, NE (2nd reading)**

[Lease for Albemarle-Charlottesville Historical Society at 200 2nd Street, NE](#)

ORDINANCE APPROVING THE LEASE OF CITY-OWNED PROPERTY AT 200 SECOND STREET, N.E. TO THE ALBEMARLE CHARLOTTESVILLE HISTORICAL SOCIETY

Ms. Walker noted disagreement with the lease terms.

f. ORDINANCE: Increase in Limit for Small Purchase Procurement (2nd reading)

[Increase in Limit for Small Purchase Procurement](#)

Ms. Walker requested that Item “c” be pulled from the Consent Agenda for discussion at the end of the regular meeting, and noted for the record that she disagrees with the lease terms for the Albemarle-Charlottesville Historical Society in Item “e”.

Ms. Walker opened up the floor for comment on the Consent Agenda. No one came forward to speak.

On motion by Ms. Galvin, seconded by Ms. Hill, Council by the following vote APPROVED the CONSENT AGENDA with Item “c” removed for discussion later in the meeting (Ayes: Ms. Hill, Ms. Walker, Mr. Signer, Ms. Galvin; Noes: None. Absent: Dr. Bellamy).

CITY MANAGER RESPONSE TO COMMUNITY MATTERS (FROM PREVIOUS MEETINGS)

Interim City Manager Mike Murphy discussed the following matters:

1. Benches on downtown mall. He advised that when the mall was re-bricked in 2008-2009, specifications were made about where the benches could be installed. After several community meetings where concerns for public safety were discussed, at the request of the City Manager, Mr. Daly and staff at the Department of Parks and Recreation pulled the existing benches from the downtown mall. The metal backless benches were installed only in front of City Hall and in April 2016 the Board of Architectural Review (BAR) declined approval of placing the benches in other places along the mall. Per regulations, staff had ten days to appeal the decision and that did not happen. Mr. Murphy advised Council of several options and added that a cultural landscape study and a tree preservation study are underway.
 - Ms. Galvin asked about process for approaching BAR about the benches again. She would like for staff to inquire with the BAR. Mr. Blair advised that it would be acceptable if the Certificate of Appropriateness is still applicable for the benches.
2. Piloting a new route for the trolley. He advised that the construction on Water Street should be concluded in time for the pilot to begin during the first week of March.

In other matters, Mr. Murphy wanted to make the public aware that the Vinegar Hill plaque that was on the planter near the CODE building prior to demolition will be conveyed to the Parks and Recreation Department. Additionally, annual deer culling will be in process for the next two to three weeks.

COMMUNITY MATTERS

Ms. Aileen Bartels of Belmont spoke about pedestrian issues at construction or road engineering sites.

Ms. Susan Sherman of the Willoughby neighborhood spoke about concern that the 5th/Ridge/McIntire Multimodal Corridor Study included inaccurate reporting of accidents, and that there have been three additional accidents since the January Planning Commission meeting. She asked for the City to dedicate resources to a robust traffic study for the intersection of 5th and Harris Streets.

Ms. Joy Johnson, resident, thanked the Planning Commission for the unanimous vote to approve the Critical Slopes waiver at the South First Street development, and asked Council to support what the Planning Commission has done. She advised that the project has momentum. She asked for follow-up from Ms. Galvin regarding tweaks to the site plan. Ms. Hill, Ms. Walker and Ms. Galvin discussed their understanding of the process. Mr. Murphy explained that until it is clarified by the Housing Authority, as the applicant to the City, his instruction to staff has been to continue the approval process. He has instructed Ms. Creasy to poll the Planning Commission because there is a tight timeframe for getting in the Low Income Housing Tax Credit application.

Ms. Star Peterson, resident, agreed with the first speaker that sidewalk accessibility is important. She spoke about racial profiling. She advised that the City has not been enforcing that bushes be cut as they are growing over sidewalks, where pedestrians and those in wheelchairs are affected.

Ms. Teri Kent spoke as the single mom of two teenage boys, as a former middle school educator, as the founder of Better World Betty – an eco-friendly resource for Charlottesville, and as Director of Programs and Communications for Charlottesville Climate Collaborative. She has worked with various individuals and organizations on how they can reduce their climate impacts. She proposed a leadership goal of 45% reduction in greenhouse gas emissions by 2030 and a carbon neutrality goal by 2050, and more regular reporting to track progress.

Ms. Audrey Oliver, resident, spoke about redevelopment for public housing units. She thanked the Planning Commission for approval of the Critical Slopes waiver and she asked Council to not delay this project and to approve it at the March 4, 2019, meeting.

Ms. Joan Fenton, Chair of Downtown Business Association, spoke about pedestrian walkways. She expressed displeasure with how the Water Street walkway has been handled. She asked that someone get in touch with Google Maps because people are turning the wrong way on several streets. She advised that prior to bench removal on the downtown mall, there were people with knives threatening vendors and musicians, and it was not a safe place when there was an accumulation of benches. During community discussions, it was determined that if benches were to be put back, the business community should be involved in the discussion. Regarding tax proposals, she expressed that the business community thinks the City has been short-sighted and not receptive to certain businesses that would have increased the tax base.

Mr. Brandon Collins, resident representing Charlottesville Public Housing Association of Residents (PHAR), spoke about the Critical Slopes waiver. He advised that it is a collective effort, and the submitted plan was based on informed decisions that were taken seriously,

although questions from Council continue to arise. He expressed concern that the conversation at the previous Council meeting was misunderstood, and asked that Council approve the Critical Slopes waiver on March 4, stating that it is environmentally smart, good for the Housing Authority and residents support it.

Mr. Jules Desroches, representing the People's Coalition, spoke about disproportionate minority contacts in the present system of justice. He advised that although Jim Crow laws are no longer on the books, the persistence of disproportionate minority contact in regard to stops, arrests and incarceration rates indicate that the laws are still in ostensible effect. He acknowledged demonstrated progress with the creation of the Police Civilian Review Board (CRB) and regular attendance by Chief Brackney at meetings. He asked for a renewed and stronger commitment to data transparency and a diverse local CRB with the ability to review civilian complaints and internal police investigations and act on them when proper steps are not being taken. He asked for Council's commitment to a stronger CRB and asked that Council observe and analyze the comments of Denise Lunsford and the Southern State Police Benevolent Association regarding Katrina Turner.

Ms. Katrina Turner spoke about her comments from the City Council meeting of February 4, 2019, reflecting that her words got jumbled when talking about the police situation with her son. She expressed concern at the way that Ms. Lunsford "came at" her after that meeting and asked what could be done. Ms. Walker advised that Ms. Lunsford was hired for a certain purpose for the board that she represents and that there is nothing that Council can do regarding Ms. Lunsford's intentions. Ms. Walker said she is hoping that CRB bylaws will be written and passed in order for Council to appoint the next board.

Mr. David Redding, County resident, advised that he is a volunteer with Virginia Organizing, which sponsors four organizations working on climate change initiatives: 1) Community Bikes, giving away and selling bikes at low cost in the summertime; 2) Urban Agricultural Collective of Charlottesville, training people on how to grow organic food; 3) Open Source Computer Recycling, repairing and giving away computers; and 4) Food Not Bombs, providing free meals every Sunday.

Ms. Alice Washington, Crescent Halls resident, asked why it is taking so long for approval of the \$50M previously requested. Ms. Walker advised that the money has been approved for Crescent Halls redevelopment. Mr. Murphy discussed the Capital Improvement Plan budget in relation to the project. The application to the State for Low Income Housing Tax Credits (LIHTC) is due March 14. Council budget approval is scheduled for April 8, and the money for the Housing Authority should be available July 1, 2019, if approved.

Ms. Sandra Murray of the Willoughby subdivision spoke about 5th Street traffic issues. She spoke as a representative of the homeowners association and as a traffic accident victim near the Wegman's shopping center. She indicated that people are frustrated with traffic backup, and that traffic light settings need to be evaluated. Mr. Murphy advised that he will follow up with Brennan Duncan, the City's traffic engineer, and bring suggestions back to Council. Mr. Signer asked that the City's care and intent be expressed to the neighborhood in light of a comment from Mr. Duncan at a previous Council meeting. Ms. Galvin asked that staff follow up to make

sure that crash data is accurately reported, and advised that updating traffic signalization is on the Capital Improvement Plan, but not on the funded list. She requested that Council consider doing something about this issue.

Ms. Gloria Beard of the CRB asked if the City really wants to have a Board. She advised that it has been difficult operating as a board with no guidelines and the inability to have questions answered.

Mr. Donald Gathers asked Council to individually and collectively express openly their support for the CRB and the work that they do.

Ms. Galvin asked Mr. Murphy to address pedestrian pathways on construction sites. Mr. Murphy advised that he will follow up. Ms. Galvin expressed support of the CRB.

Mayor Walker called for recess at 7:54 p.m.

The meeting reconvened at 8:17 p.m.

RESOLUTION*: APPROVAL OF 2018-2022 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE REPORT

[Approval of 2018-2022 Analysis of Impediments to Fair Housing Choice Report](#)

Mr. Alex Ikefuna, Director of Neighborhood Development Services, presented the report. The previous Analysis of Impediments (AI) was completed in program year 2011 and ended in program year 2017-2018. This current AI will serve to guide activities relating to fair housing for fiscal years 2018-2022. Mr. Ikefuna shared a letter from the Legal Aid Justice Center that was received at 4:49 p.m. on the last day of the public engagement period, February 15, 2019. He asked Council to approve the report with the public comments added.

Ms. Walker opened the public hearing. No one came forward to speak.

The public hearing was closed.

Council reached consensus to bring this item and the final report to the Consent Agenda at the next regular Council meeting.

ORDINANCE*: REZONE 918 NASSAU STREET (HOGWALLER FARM) TO MIXED USE HIGHWAY CORRIDOR

[Rezone 918 Nassau Street \(Hogwaller Farm\) to Mixed Use Highway Corridor](#)

Mr. Blair advised Council that he was contacted by the developer earlier in the day, at which time the developer advised of offering a proffer amendment. Mr. Blair advised Council to have the public hearing and consider the developer's request, then bring the item back at the

March 18, 2019, meeting for a another public hearing based on the amended proffers. It would be Council's prerogative whether to send the item back to the Planning Commission.

Dr. Bellamy arrived at 8:42 p.m.

Mr. Signer asked for clarification on handling proffers in the public setting. Mr. Blair advised Council that the developer initiated the proffer discussion and he encouraged Council to hear the developer's presentation, then make a decision.

Mr. Matt Alfele, City Planner – Neighborhood Development Services, gave a summary of the report and introduced the developer.

Mr. Justin Shimp, developer, introduced his team and gave a presentation to support the rezoning petition to change zoning at 918 Nassau Street from the existing R-2 Two-family Residential to HW Highway Corridor with proffered development conditions.

Ms. Hannah Patrick, who will operate the farm piece of this project spoke about farming and gardening in the City. She spoke of the gap between knowledge and resources, which could be addressed with projects such as the urban farm and fresh food market.

Ms. Galvin asked about support from community partners. Mr. Shimp advised that he wanted to know what he can offer community partners before making commitments.

Ms. Walker referenced an email received today from Mr. Shimp. Mr. Shimp advised that the email was a clarification of how the vote went for the Planning Commission.

Mr. Signer asked questions about the implementation of the farming component. He asked about the business plan and advised that it sounds promising, but he needs more indication that this will be a successful nonprofit endeavor. Mr. Shimp explained avenues for revenue, but that there is no written structure.

Dr. Bellamy asked for a broader description of the affordable housing component. Mr. Shimp stated that they are proffering three of the thirty units as affordable housing at 50%.

Mayor Walker opened the public hearing for the Rezoning and Special Use Permit requests.

Mr. Dave Redding, with Eco Village Charlottesville, and principal of the healthy food coalition, spoke in support of the project. He advised that the next level up from Affordable Housing is Workforce Housing. Ms. Walker advise that Affordable Housing includes Workforce Housing.

Mr. Mark Cavitt spoke to the developer and advised that he is willing to meet. He offered copies of materials including studies of floodplains and photos for Council review.

Mr. Brandon Collins of the Woolen Mills neighborhood asked for clarification on the affordable housing piece of the proposal and how the affordability would be met. Mr. Shimp offered an explanation.

Mr. Ashton Gilmore, Nassau Street resident, spoke in favor of the proposed development. He advised that prior to recent development on Nassau Street, the land was used as a dumping ground and it is now much cleaner.

Mr. David Cats of Belmont commented on the floodplain historically impacting residents. He also expressed concern about the re-drawing of FEMA maps being done by the developer.

Ms. Karen Cats of Belmont spoke in opposition to the project. She spoke of dangers of building in or near the floodplain.

The public hearing was closed.

Ms. Hill asked about the permitted usage of the land. Mr. Blair advised that the current R-2 designation allows for building residential units.

Ms. Galvin asked why the applicant is going through the rigorous rezoning process for minimal increase in units. She shared concerns about the project and non-alignment with the Comprehensive Plan. She compared this to the approach of the Booker Street project, then to the River Road project.

Mr. Signer added that there was an equity component to the Booker Street project. He expressed that he wants to consider what is best for the neighborhood. He expressed concern that the applicant did not present a business plan, but mentioned that the pros seem to outweigh the cons. He also advised Mr. Shimp to seek further expertise about the non-profit component of the market space.

Ms. Walker asked the applicant about the possibility of coming back with a business plan. He advised that he would be willing to come back during the second meeting in March. Ms. Walker asked about the potential to expand the affordable housing piece past the twelve years proposed. Mr. Shimp advised that an updated proffer can be discussed at the next meeting.

Ms. Nicole Scrow, land use attorney, summarized neighbor input in support of the project, as a result of community engagement meetings and door-to-door outreach.

Council agreed to bring the item back for a public hearing on March 18, 2019.

RESOLUTION*: SPECIAL USE PERMIT FOR 918 NASSAU STREET (HOGWALLER FARM) FOR INCREASED DENSITY

[Special use permit for 918 Nassau Street \(Hogwaller Farm\) for increased density](#)

Along with the rezoning request, Council agreed to bring this item back for public hearing on March 18, 2019.

ORDINANCE*: ENCROACHMENT AND AERIAL EASEMENT FROM CITY FOR CODE BUILDING ON WEST MAIN (MALL) (Carried)

[Encroachment and Aerial Easement from City for CODE Building on West Main](#)

Ms. Lauren Hildebrand, Director of Utilities, came forward to summarize the request. Staff recommended approval.

Mr. Signer disclosed out of an excess of caution that Mr. Woodruff's firm was a client of his former law firm, an engagement which ended over two years ago, and that based on advice from the former City Attorney, there was no conflict because no current engagement exists.

Ms. Walker opened the public hearing. No one came forward to speak.

The public hearing was closed.

On motion of Ms. Hill, seconded by Ms. Galvin, Council by the following vote APPROVED the Ordinance (Ayes: Dr. Bellamy, Ms. Hill, Ms. Walker, Mr. Signer, Ms. Galvin. Noes: None).

RESOLUTION*: Business Equity Fund - \$100,000 Allocation

[Business Equity Fund](#)

Dr. Bellamy shared background of the idea for this fund, a Council-funded loan program for socially disadvantaged individuals, an economic equity opportunity to help increase the number of minority businesses in the City of Charlottesville.

Ms. Galvin asked how the program will work. Steven Davis of the Community Investment Collaborative (CIC) spoke about the process.

Ms. Walker asked about the amount of funding and about the interest rate, and whether the interest rate could be capped at a lower rate than proposed.

Discussion ensued about capping the loan interest rate and Council covering the administrative costs upfront for the CIC.

On motion by Dr. Bellamy, seconded by Ms. Galvin, Council by the following vote APPROVED the Resolution to allocate up to \$109,000 from the Council Strategic Initiatives account in the General Fund to the Community Investment Collaborative, with the understanding that the donation agreement will come back on the consent agenda March 4, 2019, to include that the annual interest rate shall not exceed three percent and the first \$3,000 shall be returned to the fund (Ayes: Dr. Bellamy, Ms. Hill, Ms. Walker, Ms. Galvin, Mr. Signer; Noes: None).

The meeting recessed at 10:35 p.m.

The meeting reconvened at 10:41 p.m.

REPORT: Update on Cherry Avenue Small Area Plan

[Update on Cherry Avenue Small Area Plan](#)

Mr. Chip Boyles, Executive Director of the Thomas Jefferson Planning District Commission (TJPDC), presented a status report of the planning process of the Cherry Avenue Small Area Plan. He advised of community outreach efforts which included “front porch meetings”, with 434 comments received from the public and on-site meetings with 18 businesses. He discussed key takeaways from the process.

Mr. Boyles advised that next steps for the TJPDC Technical or Steering Committee involve a multi-day neighborhood event to finish the plan, including a final community group meeting, setting up a satellite office, front porch meetings, and a public presentation and open house. The committee would provide direction.

Ms. Galvin asked whether there will be established targets for affordable housing. Mr. Blair advised that Council could formalize a policy to give direction for future development.

No vote was required.

REPORT: Next steps in ABRT Process / Priority Setting Commission - Written Report Only

[Next steps in ABRT Process / Priority Setting Commission](#)

Councilors had no questions about the written report.

Consent Agenda Item C. - Capital Fund Transfer for Completion of the Standards and Design Manual Rewrite

This item was pulled from the Consent Agenda by Ms. Walker. She had questions about why the \$66,680 would be needed in addition to efforts that had already been made.

Mr. Ikefuna advised that Council directed staff to figure what it would cost for additional community engagement. This was the result. Mr. Ikefuna advised that the community engagement process was robust. Staff tried to structure the rewrite of the Standards and Design Manual to comply with State regulations.

Mr. Murphy advised that a memo would be helpful to explain the use of the \$66,680.

Council agreed that they would like for staff to determine, prior to engaging with the consultant, if it is possible to incorporate the cadre comments and other feedback before placing this on a future agenda. Council would also like staff recommendations on portions of the \$66,680 that could be cut or may not be essential.

Council reached consensus to defer this item.

OTHER BUSINESS

No other business was discussed.

MATTERS BY THE PUBLIC

No one came forward to speak.

Mayor Walker adjourned the meeting at 11:33 p.m.

NOTICE OF SPECIAL MEETING

A SPECIAL MEETING OF THE CHARLOTTESVILLE CITY COUNCIL WILL BE HELD ON Wednesday, February 20, 2019, AT 7:45 a.m. IN THE Second Floor Conference Room, City Hall, 605 East Main Street, Charlottesville, VA 22902.

THE PROPOSED AGENDA IS AS FOLLOWS:

Closed session as provided by Section 2.2-3712 of the Virginia Code (Personnel).

BY ORDER OF THE MAYOR

BY Kyna Thomas

SECOND FLOOR CONFERENCE ROOM – February 20, 2019

City Council met in closed session on this date with the following members present: Mayor Nikuyah Walker, Vice Mayor Heather Hill, Dr. Wes Bellamy, Ms. Kathy Galvin and Mr. Mike Signer.

Vice Mayor Hill called the meeting to order at 8:11 a.m.

On motion by Ms. Hill, seconded by Ms. Galvin, Council voted (Ayes: Ms. Hill, Dr. Bellamy, Ms. Galvin and Mr. Signer. Noes: None. Absent: Ms. Walker,) to meet in closed session as authorized by Va. Code sec. 2.2-3712, specifically:

Virginia Code Section 2.2-3711(A)(1) for the discussion of and consideration of prospective candidates for employment as City Manager of Charlottesville, Virginia.

Ms. Walker joined the meeting at 8:18 a.m.

Pursuant to Virginia Code Section 2.2-3115, Mayor Walker provided the following disclosure: “I am an employee of the City of Charlottesville, within the City’s Parks and Recreation Department. I hereby declare that, during the City Council’s discussions of the proposed Budget, relative to issues relating to City employees (such as cost of living increases, living wages, health insurance benefits, and similar fiscal matters relating to City employees – individually and collectively referred to in this Written Disclosure as the “Transaction”) I may have a “personal interest in a transaction”, as that term is defined in Virginia Code §2.2-3101, by reason of the salary or other compensation, or employee benefits, that I receive as a City employee, in excess of \$5,000 annually. I have previously consulted with the Office of the City Attorney on this matter, and received an opinion that, pursuant to Virginia Code §2.2-3112(B)(1), even with this personal interest I may lawfully participate in City Council’s discussion of the Transaction, because I am a member of a group of three or more persons (i.e., City employees) the members of which are affected by the Transaction. I hereby affirm that I am able to participate in the Transaction fairly, objectively, and in the public interest.”

Dr. Bellamy left the meeting at 11:45 a.m.

The meeting recessed at 12:00 p.m. for lunch.

The meeting reconvened at 1:00 p.m.

Dr. Bellamy returned to the meeting at 3:45 p.m.

Mr. Signer left the meeting at 5:40 p.m.

On motion by Ms. Hill, seconded by Dr. Bellamy, Council certified by the following vote (Ayes: Ms. Walker, Ms. Hill, Ms. Galvin, and Dr. Bellamy. Noes: None. Absent: Mr. Signer.), that to the best of each Council member's knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the Motion convening the closed session were heard, discussed or considered in the closed session.

The meeting adjourned at 5:45 p.m.

This page intentionally left blank

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



Agenda Date:	February 19, 2019
Action Required:	Appropriation of Dockless Mobility Funds
Presenter:	Amanda Poncy, Neighborhood Development Services
Staff Contacts:	Amanda Poncy, Neighborhood Development Services
Title:	Dockless Mobility Funds for bicycle and pedestrian improvements - \$50,575

Background:

On November 5, 2018, City Council approved a Dockless Mobility Pilot Program to evaluate dockless mobility devices such as bikeshare bikes (both pedal and electric pedal-assist) and electric foot scooters as a pilot program. Charlottesville would use this pilot period to learn if and how the technologies and services help to advance the City's transportation goals, making the community better, safer, and more sustainable.

Discussion:

The city has received and approved permit applications from two operators - Lime and Bird. Lime requested to deploy 100 scooters and 40 electric bikes and began operation on December 8, 2018. While Bird requested to deploy 100 scooters and began operation on January 10, 2019. Under the conditions of the City program, each operator is required to submit a fee equivalent to \$1/day/device for the duration of their operations, in addition to a \$500 application fee. As a result, the city has collected \$50,575 to date (Lime - \$29,875 and Bird \$20,700).

The conditions of the permit provide an opportunity for operators to increase their fleet size by 25% based on performance standards. Electric-assist bicycles shall be exempt from this maximum. We anticipate that the operators will be interested in taking advantage of this opportunity as the weather changes, which will trigger payment of additional fees for more devices.

One benefit of this program is that all capital equipment costs are covered by private funds, with no public funds required. In addition, the program provides a revenue stream via vendor permit fees to support costs associated with administering the demonstration program, such as but not limited to, monitoring of compliance with Permit and MOA requirements, manipulation and evaluation of data submitted, communications with Operator and the public, public property repair or maintenance related to the devices, and installation of infrastructure, signs or markings to address operations and compatibility with other mode users.

Alignment with City Council’s Vision and Strategic Plan:

The program supports City Council’s Vision to be “A leader in innovation, environmental sustainability, and social and economic justice, and healthy race relations” through the following vision statements “Economic Sustainability,” “Green City,” “America’s Healthiest City” and “Connected Community.” It contributes to Goal 3 of the Strategic Plan, to be a beautiful and sustainable natural and built environment, and objective 3.3 to provide a variety of transportation and mobility options. This also aligns with the goals of the Bicycle and Pedestrian Master Plan (to explore bike share) as well as on-going discussions with the 2018 Comprehensive Plan to evaluate emerging technologies in transportation.

Community Engagement:

Staff has met with representatives from fifteen city departments, city schools, as well as with representatives from UVA to coordinate an approach that would effectively manage this new technology. In addition, staff has sought input from the Bicycle and Pedestrian Advisory Committee in the development of this proposal.

Staff has been working with the City’s Communications Department to undertake a community outreach plan that would inform the community of these new transportation options, as well as establish lines of communication that would allow the public to easily communicate directly with the vendors and provide feedback to the City for the purposes of documenting performance of the pilot project. This includes press releases, city website, frequently asked questions, social media outreach, phone numbers, email addresses, etc.

In addition to the City’s commitment to a strong public outreach process, the pilot program requires vendors to commit to specific communication actions and standards to ensure their members are receiving necessary information about safety and good etiquette for sharing our streets.

Budgetary Impact:

There is no budgetary impact to the City. All funds received will be appropriated in the Bicycle and Pedestrian Infrastructure project in the Capital Improvement Program Fund.

Recommendation:

Staff recommends appropriation of collected revenues from the general fund to a specific CIP account that will fund the costs associated with administering the demonstration program.

Alternatives:

Collected revenues could remain in the general fund.

Attachments:

Appropriation

APPROPRIATION
Dockless Mobility Funds for Bicycle and Pedestrian
Improvements
\$50,575

WHEREAS, the Dockless Mobility Pilot Program establishes a \$500 application fee and \$1/day/device fee to operate in the city;

WHEREAS, the fees may be used by the City for any costs associated with administering the pilot program, such as but not limited to, monitoring of compliance with Permit and program requirements, manipulation and evaluation of data submitted, communications with Operator and the public, public property repair or maintenance related to the services, and installation of infrastructure, signs or markings to address operations of devices and compatibility with other mode users;

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

Revenues

\$50,575	Fund: 426	WBS: CP-083	G/L Account: 422150
----------	-----------	-------------	---------------------

Expenses

\$50,575	Fund: 426	WBS: CP-083	G/L Account: 599999
----------	-----------	-------------	---------------------

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of the funds from permit and application fees for the Dockless Mobility Program; and that any future fees collected for the above purposes shall automatically appropriate to the Bicycle and Pedestrian Infrastructure project upon receipt of funds.

This page intentionally left blank

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	February 19, 2019
Action Required:	Appropriation
Presenter:	Alex Ikefuna, NDS Director Tony Edwards, NDS Manager
Staff Contacts:	Alex Ikefuna, NDS Director Tony Edwards, NDS Manager
Title:	Capital Fund Transfer for Completion of the Standards and Design Manual Rewrite - \$66,680

Background:

The City's Standards and Design Manual (SADM) is an existing document that was adopted by City Council in 2008. The manual establishes design and construction standards for City projects and Development projects throughout the City.

Since the adoption of the current SADM in 2008, there have not been any significant revisions, so the manual is out of date and does not meet the needs of the City or the community. In December of 2016, City Council approved funding which allowed staff to proceed with the overhaul of the current Standards and Design Manual. Through the procurement process and a Request for Proposal, Toole Design Group and RK&K collaborated to provide these services and were selected to assist the City in this effort. That contract was executed in August 2017. Over a 14 month period, the team researched manuals from similar localities, conducting workshops, reviewing feedback and drafted text for the updated manual.

The City of Charlottesville has evolved since the Standards and Design Manual was last published.

The City recognizes that updated guidance is necessary to incorporate recent changes to local, state, and federal regulations; and to incorporate new technologies, sustainable site features, new street typologies, and Complete Streets principles into the City's urban fabric. This manual revision consolidates the minimum standards and design criteria into a single user-friendly resource; provides links to supporting codes, references, and design standards; and provides a flexible menu of options that can be used to meet required design criteria.

Discussion:

On October 15, 2018, staff and consultant presented the draft Standards And Design Manual to the City Council. During the public comments, it was noted that additional public comments had been received after the final submittal was provided to the City on October 5, 2018, and staff had completed staff report and Council packet published. In an effort to properly address these public comments, Council indicated the need for additional public engagement with the Council / Planning Commission and CADRE and stakeholders. Staff was

directed by the City Council to estimate the cost for additional community engagement and come back to Council for funding approval. The cost of fulfilling the additional community engagement process is \$66,680.

Alignment with City Council's Vision and Strategic Plan:

It contributes to the Strategic Plan Goal 3: A Beautiful and Sustainable Natural and Built Environment,

- Goal 3.1 – Engage in robust and context sensitive urban planning and implementation. The SADM implements urban planning by formalizing requirements of the Streets That Work Plan.
- Goal 3.2 – Provide reliable and high quality infrastructure. A primary function of the SADM is to ensure that reliable and high quality infrastructure are provided and maintained.
- Goal 3.3 – Provide a variety of transportation options. The SADM carries forward a strong focus on bike and pedestrian infrastructure including specific sections on ADA requirements and formally adopts PROWAG.
- Goal 3.4 – Be responsible stewards of natural resources. Three out of thirteen chapters are focused directly on protecting the environment and natural resources.
- Goal 3.5 – Protect historic and cultural resources. There is a chapter dedicated to design control districts to provide guidance for those working in those areas

Strategic Plan Goal 5: Responsive Organization

- Goal 5.3 – Provide responsive customer service. Having a current and detailed manual will provide the ability for staff to provide clear and consistent customer service for all aspects of development and community projects.

Community Engagement:

Staff has provided multiple opportunities for the public to provide input into the process. Prior to even selecting a consultant to assist in the effort, staff met with the Charlottesville Albemarle Developer's Roundtable, on January 13, 2017, to discuss opportunities with the upcoming changes and how feedback was to be received. The PLACE Design Task Force was also invited to review the Request For Proposal to help shape the scope of the project. In addition to the CADRE group and PLACE Design Task Force, stakeholders that were invited to participate in the process included the Tree Commission, City Council, the Code Audit/Streets That Work Advisory Committee, ADA Advisory Committee, Board of Architectural Review, and the Bicycle and Pedestrian Advisory Committee. Two in-person workshops were conducted to provide opportunities for the public and stakeholders to provide feedback on, April 19, 2018, May 14, 2018.

Additionally, feedback was received via an email address dedicated solely to the content of the SADM (feedbackSADM@charlottesville.org). On occasion, clarity was requested from those that provided feedback in order to properly inform changes to the draft manual. This email address is also intended to remain active for the life of the manual and it will be monitored periodically.

To date, over 400 comments of substantive nature were received, most of which contributed to positive changes in the draft document. It should be noted that not all feedback was incorporated because it was either too general to result in an informed change, it violated a larger code requirement (state or federal), or was more geared towards a code, policy or operational change.

A draft manual was posted to the city website. Public comments on Charlottesville SADM Draft were requested for the period between April 30, 2018 through August 5, 2018. Those comments and the city's

responses to them were posted on the city web site at feedbackSADM@charlottesville.org for public viewing during the development process.

Budgetary Impact:

There will be no budgetary impact to the City. All funds will be transferred from funding previously appropriated to the project in the Capital Improvement Program Fund.

Recommendation:

Staff recommends approval of additional funding (\$66,680) to be transferred for the additional services to the Standards and Design Manual account as indicated in the appropriation below.

Alternatives:

The alternative will be not to approve the request, a measure that will impact the completion of the project.

Attachments:

The draft Standards and Design Manual is located at www.charlottesville.org/SADM.

Attached hereto is a appropriation to continue with additional funding towards final adoption of the revised manual.

APPROPRIATION

**Capital Fund Transfer for Completion of the Standards and Design Manual
Rewrite \$66,680**

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the additional funding for the completion of the Standards and Design Manual rewrite is hereby transferred in the following manner:

Transfer From:

\$66,680	Fund: 428	WBS: P-00341	G/L: 599999
----------	-----------	--------------	-------------

Transfer To:

\$66,680	Fund: 105	Cost Center: 3901001000	G/L: 530560
----------	-----------	-------------------------	-------------

This page intentionally left blank

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	February 19, 2019
Action Required:	Approve Resolution
Presenter:	Alex Ikefuna, Director of Neighborhood Development Services
Staff Contacts:	Tierra Howard, Grants Coordinator
Title:	Approval of 2018 Analysis of Impediments to Fair Housing Choice Report

Background:

The purpose of the Analysis of Impediments to Fair Housing Choice (AI) is to identify and make recommendations to eliminate any impediments that currently exist in the Thomas Jefferson region (City of Charlottesville, Albemarle County, Fluvanna County, Louisa County, Greene County, and Nelson County) to the fair housing choices made by all residents. The analysis is an important part of the HOME Consortium's and the City of Charlottesville's commitment to affirmatively further fair housing, and it will serve to guide activities relating to fair housing for fiscal years 2018-2022. The AI will serve as a companion document to the Consolidated Plan and AI actions will be reported on with each corresponding Consolidated Annual Performance Evaluation Report (CAPER).

Discussion:

The U.S. Department of Housing and Urban Development requires grantees of federal assistance to complete the AI. The City of Charlottesville is a recipient of Community Development Block Grant and HOME funding. The previous AI was completed in program year 2011 and ended in program year 2017-2018. The AI contains four major components that are used to inform the final selection of impediments: data on demographics, the economy, and housing; input sessions to hear concerns from the community; analysis of public and private sector influence on fair housing; and a review of fair housing activities between 2013 and 2017. Page 97 of the AI draft summarizes the impediments identified in the report and provides proposed actions.

Alignment with Council Vision Areas and Strategic Plan:

Approval of this agenda item aligns directly with Council's vision for Charlottesville to have **Quality Housing Opportunities for All.**

Community Engagement:

The methodology section of the AI details all community engagement efforts which were coordinated with the Consolidated Plan update. To date, the following community engagement efforts have taken place:

- Announced AI report update in Fall 2017
- Conducted public meetings between January 2018 and April 2018. A summary of stakeholder meeting discussions are located at www.charlottesville.org/HUDplans
- Conducted an online survey between January 29, 2018 and March 13, 2018 to identify fair housing concerns. A summary of survey results are located at www.charlottesville.org/HUDplans
- Conducted twelve community stakeholder discussions
- Provided an opportunity for the Housing Director's Council (Thomas Jefferson HOME Consortium members) to make comments on the AI at their July 17, 2018 and January 15, 2019 meetings.
- Advertised the draft AI report and held a thirty-day comment period (January 17th – February 15th, 2019). Comments received to date have been incorporated into the AI draft. Any additional comments and data will be incorporated into the final plan to be available on the City's website.

A wide range of over eighty organizations were informed about the AI update process and kept informed of public meetings and draft reviews by email, public notice mailings, and during stakeholder meetings throughout the course of the update. These organizations include business groups, social service providers, neighborhood associations, the public housing community, real estate and housing organizations, anti-poverty organizations, and health and mental health organizations, and organizations that represent the Latino and African American community. Many representatives from these groups attended meetings held for the update and staff sent out data requests to these groups, however, not all representatives opted to participate. Staff also coordinated with CRHA to include notices in billing inserts.

Budgetary Impact:

There will be no budgetary impact.

Recommendation:

Staff recommends approval of the 2018 Analysis of Impediments to Fair Housing Choice report.

Alternatives:

There are no alternatives.

Attachments:

Resolution

Draft 2018 Analysis of Impediments to Fair Housing Choice
<http://www.charlottesville.org/home/showdocument?id=64099>

RESOLUTION

Adoption of 2018 Analysis of Impediments to Fair Housing Choice Report

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the report entitled “Analysis of Impediments to Fair Housing Choice”, as presented to City Council on February 19, 2019, is hereby approved as a companion document to the Consolidated Plan.

This page intentionally left blank

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	March 4, 2019
Action Required:	Approve Resolution
Presenter:	Councilor Bellamy
Staff Contacts:	Chris Engel, Director of Economic Development Hollie Lee, Chief of Workforce Development Strategies John C. Blair, II, City Attorney
Title:	Allocation of Racial Engagement and Equity Funds for Business Equity Fund - updated

Background:

In November 2018, Councilor Bellamy met with staff from the Office of Economic Development, Department of Finance, and Treasurer's Office regarding the potential for a Council-funded loan program for socially disadvantaged individuals. The Business Equity Fund will be an offering of the City's newly revamped Minority Business Program and will be for existing City of Charlottesville businesses that meet the loan program requirements. Ideally, the loan program will address the issue of a lack of access to capital for businesses owned by socially disadvantaged individuals; something that has traditionally been a barrier to entrepreneurship for this population. Historically, these businesses' ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially disadvantaged.

Socially disadvantaged individuals are individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group. Social disadvantage must stem from circumstances beyond their control. This terminology is used by the federal Small Business Administration.

Staff is in agreement that a loan program for socially disadvantaged individuals could help businesses owned by minorities and other groups gain access to capital that they might not have the opportunity to obtain through traditional banking methods. However, staff does not feel that the City itself has the systems/processes, expertise, and overall capacity to actually administer such a loan program. In light of this, staff has identified a potential non-profit partner, the Community Investment Collaborative (CIC), to administer the loan program.

CIC has been providing microloans, training, and mentoring to the Charlottesville community for almost seven years. Specifically, CIC serves individuals from low-to-moderate income households, women, minorities, and individuals who have returned to the community after serving time in prison. Since launching in 2012, CIC has administered 120 loans totaling almost a half a million dollars. About 50 percent of the loans have been to City businesses, 80 percent to women-owned business,

and 55 percent to minority-owned businesses. CIC has a solid history of working with the City of Charlottesville and receiving funding from the City for the purpose of helping City residents start businesses and City businesses grow their enterprises. Therefore, it is already in a position to use its current model and processes to administer the Business Equity Fund. Funds provided would be restricted for use by qualified businesses owned by socially disadvantaged individuals that operate in the City with City business licenses. CIC is willing to add or adjust requirements to meet the City's goals for the program. Economic Development staff will collaborate with CIC to market and promote the program to disadvantaged City businesses through the Minority Business Program.

Discussion:

On December 18, 2017, Charlottesville City Council appropriated \$1,000,000.00 to create a Council Reserve Fund for Racial Equity and Engagement (hereinafter "Equity Fund"). That fund currently contains \$585,000.00 in unappropriated funds.

Councilor Bellamy is suggesting a \$100,000.00 allocation from the Council out of appropriated funds in the Equity Fund. The funds would provide a grant to CIC for the Business Equity Fund – a loan program for socially disadvantaged individuals. It is proposed that CIC will be granted \$50,000.00 when the allocation is approved. CIC will work with City staff to identify potential City businesses for the loan program. CIC will notify the City when Business Equity Fund loan applications are received and will let staff know the decisions regarding these applications once they are made.

Once the initial \$50,000.00 has been expended, CIC will provide the City with a progress report. If no money is expended within three months, CIC will provide an update as to the reasoning for the lack of usage. Once the first \$50,000 has been expended, another \$50,000.00 will then be disbursed to CIC for additional Business Equity Fund loans. CIC will provide quarterly reports to City staff regarding loan repayments once loans have been made.

At its February 19th meeting the City Council approved an amended resolution related to this item allocating \$109,000 for the Business Equity Fund and requested that a modified donation agreement be placed on the next agenda for final consideration.

Alignment with Council Vision Areas and Strategic Plan:

This action aligns with the Council's Vision for an economically sustainable community that offers a business-friendly environment in which employers provide well-paying, career-ladder jobs and residents have access to small business opportunities. This action aligns with the City Council's Strategic Plan Goal Four: A Strong Diversified Economy and Goal One: An Inclusive Community of Self-Sufficient Residents.

Budgetary Impact:

This action will reduce the funds available in the Council Reserve Fund for Racial Equity and Engagement from \$585,000.00 to \$476,000.00.

Alternatives:

Council could decline to allocate the proposed funds for the Business Equity Fund. Council could also reduce the amount of its allocation for the Business Equity Fund.

Attachments:

- Funding Resolution – as amended and approved on 2/19/19
- Agreement – as modified by discussion on 2/19/19
- Donation Agreement Resolution

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of \$109,000 is hereby paid from currently appropriated funds in the Council Strategic Initiatives account in the General Fund to the Community Investment Collaborative pursuant to the Donation Agreement between the City of Charlottesville and the Community Investment Collaborative being executed by the Community Investment Collaborative and the City Manager.

Transfer From:

\$109,000 Fund: 105 Cost Center: 1011001000 G/L Account: 599999

Transfer To:

\$109,000 Fund: 426 WBS Element: P-01010 G/L Code: 599999

RESOLUTION

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

Donation Agreement between the City of Charlottesville (Donor) and the Community Investment Collaborative for administration of the Business Equity Fund loan program.

DONATION AGREEMENT

THIS DONATION AGREEMENT is made and entered into this ____ day of March, 2019, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter “the City”) and **COMMUNITY INVESTMENT COLLABORATIVE**, a Virginia not-for-profit 501(c)(3) corporation, and its successors and assigns (hereinafter “CIC”).

WHEREAS, CIC is a not-for-profit corporation operated exclusively for charitable and educational purposes; and

WHEREAS, CIC intends to provide a loan program to socially disadvantaged individuals within the City of Charlottesville.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING DONATION TERMS AND CONDITIONS:

1. AUTHORITY. The contribution by the City to CIC as provided in this Agreement is made pursuant to Virginia Code §15.2-953. The City, through its City Council, is enabled by Virginia Code §15.2-953 to appropriate public funds to charitable institutions if such institutions provide services to residents of the locality. CIC is a nonprofit charitable institution in the City of Charlottesville that provides services to Charlottesville residents. CIC is eligible to receive public funds pursuant to Virginia Code §15.2-953 and such funds are to be used solely for the purposes provided for in this Agreement.

2. CITY DONATION. The City agrees to contribute to CIC a total of \$109,000 pursuant to Section 4 of this Agreement.

3. PURPOSE. The City’s contribution shall be used solely for the following items and services:

CIC shall administer a Business Equity Fund loan program for socially disadvantaged individuals owning a for-profit business in existence for at least six months located within the City of Charlottesville and having a business license with the City of Charlottesville.

Socially disadvantaged individuals are individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.

The loans are to be in amounts of \$5,000.00 to \$35,000.00 and the terms of the loans will range from six months to five years. The loans will be fully amortized and there will be no penalty for the early repayment of loans. The loans shall have annual interest rates ranging from zero to three percent and closing fees shall range from one percent to three percent. Should any loan be charged an interest rate of greater than zero, upon repayment, the full principal and interest shall return to the fund.

In order to be eligible for a loan, applicants must provide all requested financial documents in a timely manner; complete a loan application and interview with a loan panel; agree to a credit history check and review; and agree to technical assistance throughout the process.

4. TIMING. The City shall grant CIC \$54,500.00 upon the execution of this Agreement. An amount of \$50,000 shall be used for loans and the remaining funds may be used to defray administrative costs of issuing the loans. CIC shall provide a report to the City within three months of receiving the initial grant detailing the use of City funds. If CIC has not used any City funds within three months of this Agreement's execution, CIC shall provide a written report to the City detailing the reasons for the lack of loans. If CIC makes loans within three months of the Agreement's execution, CIC shall provide a written report detailing the loans, repayments, types of businesses receiving the loans, and other relevant information requested by the City. This written report shall be a recurring quarterly obligation for CIC so long as loans using City funds still require repayment.

Upon CIC's use of the first \$54,500.00 of City funds, it may request in writing that the City's Director of Economic Development release the additional \$54,500.00 of City funds.

5. RETURN OF CITY FUNDS. If CIC does not lend any of the first \$50,000.00 of City funds within six months of the execution of this Agreement, the City may request a refund of the funds and terminate this Agreement immediately without complying with the provisions of Section 11 of this Agreement.

6. NO AGENCY RELATIONSHIP CREATED. Neither CIC nor its agents, employees, or subcontractors shall be deemed employees or agents of the City by virtue of this Agreement. CIC shall have sole responsibility of for its employees, volunteers, and subcontractors including their work, conduct, directions, and compensation.

7. SEVERABILITY. In the event any term, provision, or condition of this Agreement, or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement and the application of any term, provision or condition contained herein to any person or circumstance other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

8. CITY ACCESS TO RECORDS. CIC agrees that duly authorized representatives of the City shall have access to any books, documents, papers and records which are directly pertinent to this Agreement upon forty eight hours advanced request by the City.

9. INDEMNIFICATION. To the extent permitted by law, CIC agrees to defend, indemnify and save the City (including its officers, agents, officials, employees and agents) harmless from and against any and all liability loss, claim, suit, damage, charge or expense which the City may suffer, sustain, incur which may arise out of, results from, or is in any way connected with actions taken by CIC in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of CIC and any of

CIC's subcontractors, agents, volunteers, or employees in CIC's performance of its obligations pursuant to this Agreement.

10. NON DISCRIMINATION. During the performance of this Agreement, CIC agrees that it will not discriminate against any employee or applicant for employment or in the provision of its services against any employee, applicant for employment, or service recipient on the basis of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law. CIC agrees to post in conspicuous places, available to employees, applicants for employment, and applicants for services notices setting forth the provisions of this nondiscrimination clause. CIC shall state that it is an equal opportunity employer in all solicitations or advertisements for employment.

11. TERMINATION. Either party may terminate this Agreement by giving written notice to the other party of the termination with at least thirty days notice. Upon termination of this Agreement, CIC shall return any unexpended funds to the City.

12. NO WAIVER OF RIGHTS. Any failure on the part of the City to enforce any of this Agreement's terms and conditions shall not be construed as or deemed to be a waiver of the right to enforce such terms and conditions. No waiver by the City or any default or failure to perform by CIC shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance of the performance of all or any part of this Agreement by the City, for or during any period following a default or failure to perform by CIC shall not be construed as or deemed to be a waiver by the City of any of its rights pursuant to this Agreement.

13. ENTIRE AGREEMENT. This Agreement states all of the covenants, promises, agreements, conditions, and understandings between the City and CIC regarding the City's donation of funds.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and any proceeding concerning this Agreement shall be commenced in courts having jurisdiction within the City of Charlottesville, Virginia.

15. AMENDMENTS. This Agreement may be amended by a written amendment signed by the authorized representatives of both parties.

WITNESS the following authorized signatures:

COMMUNITY INVESTMENT COLLABORATIVE

Stephen Davis, President

CITY OF CHARLOTTESVILLE, VIRGINIA

Michael Murphy, Interim City Manager

Approved as to Form:

John C. Blair, II, City Attorney

This page intentionally left blank

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



Agenda Date:	March 4, 2019
Action Requested:	Approval of Resolution (1 reading)
Presenter:	John Blair, City Attorney
Staff Contacts:	Brian Daly, Director, Parks and Recreation Alex Ikefuna, Director, NDS
Title:	Acquisition of Land (2.78 acres) off Hartman’s Mill Road for Use as Parkland and Development of Housing

Background:

In 2010, Charles Young and Kendall Young Ruscher (“Owners”) created an approved subdivision (“Charley Close Subdivision”) at the end of Hartman’s Mill Road with 6 residential lots and a cul-de-sac entrance (.9351 acre). At the rear of the subdivision was a wetlands area (1.848 acres – Residue Land) that was designated to be dedicated to the City as park land. The Charley Close subdivision never reached the stage of building houses, and several years ago the Owners decided to negotiate with the City to sell all of the land (2.78 acres) to the City with certain restrictions. Negotiations continued for several years until City staff and the Owners agreed on the terms of purchase and sale.

Discussion:

The Owners have agreed to sell the Charley Close Subdivision land for \$270,000, and donate the Residue Land to the City with the restriction that the Residue Land can only be used for passive park land. The Residue Land is adjacent to parkland purchased by the City in 2014, and would become part of Jordan Park. The Charley Close Subdivision can be developed in whatever manner City Council deems appropriate and consistent with the Comprehensive Plan.

Assessor – The 2019 assessed value of the Charley Close Subdivision land is \$247,200; the 2019 assessed value of the Residue Land (wetlands) is \$68,700. The Owner is not asking for any monetary compensation for the Residue Land.

Zoning/Planning – Carrie Rainey, of the Neighborhood Development Services Department) confirmed the Charley Close Subdivision land is currently zoned R-1S Residential, defined as low-density residential areas characterized by small-lot development. The proposed use as a housing development is consistent with the City comprehensive plan and other applicable land use regulations.

Alignment with City Council's Vision and Strategic Plan:

Approval of the acquisition of the above-described land supports Quality Housing Opportunities for All of the City Vision, and is consistent with Goal 1.3 (Increase Affordable Housing Options) of the Strategic Plan.

Budgetary Impact:

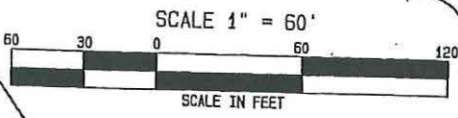
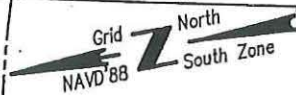
The funds to purchase the subdivision land (\$270,000 plus closing costs) would be transferred from the CIP Contingency account into an account specifically set up for this real estate transaction. A separate resolution to transfer these funds is on this same agenda for Council consideration.

Recommendation:

Staff recommends approval of the Resolution. The City will acquire 2.78 acres of land which can be used for both additional parkland and a potential housing development site. The Parks and Recreation Department is willing to oversee the addition of the Residue Land into Jordan Park.

Attachments:

2010 Plat Showing Lands to be Acquired
Proposed Resolution
Sale/Purchase Agreement



LEGEND:

DENOTES MONUMENTATION TO BE SET IN ACCORDANCE WITH PLAT NOTE 5 (Sheet 3 of 6)

DENOTES IRON SET

I.F. DENOTES IRON FOUND

TMP 26-69
Clarence Stinnie &
Dorothy Washington
D.B. 618 p.236
D.B. 317 p.112(plat)

TMP 26-68
3.10 Ac. (Tax Records)
JORDAN PARK
City of Charlottesville
D.B. 325 p.103
D.B. 317 p.112(plat)

TMP 26-68 RESIDUE
3.0887 Ac. +/-

TMP 26-68 (portion)
0.0113 Ac. to be
added to City R/W.

CHARLEY CLOSE
EX. CITY RIGHTS OF WAY
(Variable Width)

LOT 1
Rois Place
67.67'

LOT 2
Rois Place

LOT 3
Rois Place

LOT 4
Rois Place

LOT 5
Rois Place

LOT 6
Rois Place

LOT 7
Rois Place

LOT 8
Rois Place

LOT 9
Rois Place

LOT 10
Rois Place

LOT 11
Rois Place

LOT 12
Rois Place

LOT 13
Rois Place

LOT 14
Rois Place

LOT 15
Rois Place

LOT 16
Rois Place

LOT 17
Rois Place

LOT 18
Rois Place

LOT 19
Rois Place

LOT 20
Rois Place

LOT 21
Rois Place

LOT 22
Rois Place

LOT 23
Rois Place

LOT 6
6065.44sf.

LOT 5
6287.38sf.

LOT 4
6343.98sf.

LOT 3
6015.33sf.

LOT 2
6041.44sf.

LOT 1
6061.86sf.

Residue (portion)
TMP 26-67
0.0899 Ac. to be
added to City R/W.

TMP 26-67
2.7831 Ac. (Survey)

Residue
TMP 26-67
1.8480 Ac.

TMP 26-45
RALSTON, E & ERIN, TR
MAVRICK PROP LD TR
D.B. 1121 p.643
D.B. 1117 pp.239-248 (Plat)

Exist. 20' Sewer Easmt
Instrument #2009002436

TMP 77-7 (Albemarle Co.)
HURT INVESTMENT CO.
D.B. 1025 p.350

Approx. 100' Stream Buffer

Approx. 100' Stream Buffer

Approx. 100' Stream Buffer

Approx. 100' Stream Buffer

Approx. 100' Stream Buffer

Approx. 100' Stream Buffer

Approx. 100' Stream Buffer

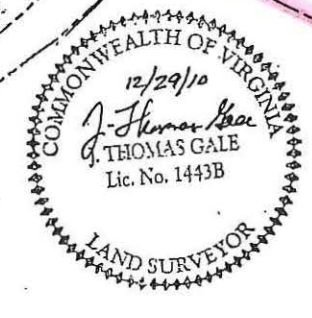
Approx. 100' Stream Buffer

Approx. 100' Stream Buffer

Approx. 100' Stream Buffer

Approx. 100' Stream Buffer

Approx. 100' Stream Buffer



SUBDIVISION PLAT

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

A PROFESSIONAL CORPORATION
SERVING VIRGINIA SINCE 1958
914 MONTICELLO ROAD - CHARLOTTESVILLE, VIRGINIA 22802
PHONE 434-977-0205 - FAX 434-290-5220 - EMAIL INFO@ROUDABUSH.COM

FEBRUARY 10, 2010

SCALE: 1" = 60'

FILE: 3666

SHEET 4 of 6

Q:\JPowell\3666_SUB\FINAL_PLANS

RESOLUTION
APPROVING THE ACQUISITION OF LAND
ON HARTMAN'S MILL ROAD (CHARLEY CLOSE SUBDIVISION)
FOR PARKLAND AND DEVELOPMENT OF HOUSING

WHEREAS, Charles Young and Kendall Ruscher, the Owners of a tract of land identified on City Tax Map 26 as Parcels 67, 67.1, 67.2, 67.3, 67.4, 67.5 and 67.6, hereinafter the "Property", have indicated a willingness to convey the Property to the City of Charlottesville for parkland and housing development purposes; and

WHEREAS, the Property is comprised of six (6) separate subdivision parcels, and a wetlands tract of land, collectively assessed at approximately \$315,900; and

WHEREAS, the Owners have agreed to dedicate to the City the wetlands area (1.848 acres), and convey to the City the six (6) subdivision parcels, including a residue portion of land to make Hartman's Mill Road terminate in a cul-de-sac, for the purchase price of \$270,000; and

WHEREAS, acquisition of the Property will preserve wetlands and expand the City's park system by adding the wetlands parcel to Jordan Park; and

WHEREAS, the City's Parks and Recreation and Neighborhood Development Services Departments seek the endorsement of City Council to proceed with the purchase of the above-described land at a purchase price of \$270,000, with the funds supplied by the Capital Improvements Project Contingency Fund; and

WHEREAS, a Real Estate Purchase and Sale Agreement for the conveyance of said land has been reviewed and approved by the City Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Charlottesville that it hereby authorizes the purchase of the above-described Property on Hartman's Mill Road for expansion of the City's parkland and for potential development of affordable housing. The City Manager is hereby authorized to execute a purchase agreement, in form approved by the City Attorney or his designee, and the City Attorney's Office shall take whatever actions are necessary to effect the acquisition of the above-described Property, pursuant to the terms and conditions set forth in the aforementioned purchase agreement.

SALE/PURCHASE AGREEMENT
Sale of Land to the City
(City Tax Map 26, Parcels 67.1, 67.2, 67.3, 67.4, 67.5 and 67.6)

THIS AGREEMENT is made as of this 7th day of February, 2019, between **CHARLES A. YOUNG, III and KENDALL YOUNG RUSCHER** (together, hereinafter referred to as "Seller"), and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "Purchaser", or "City," whose address is P.O. Box 911, Charlottesville, Virginia, 22902.

WITNESSETH:

WHEREAS, Seller is the owner of certain real property situated in the City of Charlottesville, Virginia, containing approximately 0.9351 acres of land, more or less, being the property designated as Parcels 67.1, 67.2, 67.3, 67.4, 67.5 and 67.6 on City Tax Map 26, and identified as Lots 1 through 6 on a subdivision plat dated February 10, 2010, of record in the Charlottesville Circuit Court Clerk's Office as Instrument No. 2010004805; and

WHEREAS, Seller has agreed to sell to the City for the purchase price of **Two Hundred Seventy Thousand and 00/100 Dollars (\$270,000.00)**, and other good and valuable consideration, the above-described real property (the "Property"), located on Hartman's Mill Road in the City of Charlottesville, and Purchaser has agreed to purchase the Property from Seller, subject to the conditions outlined in Section II below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Seller and Purchaser do hereby set forth their agreement as follows:

I. AGREEMENT TO CONVEY

Seller agrees to convey by General Warranty Deed to City, and City agrees to purchase from Seller, the real property referred to herein as the "Property", which is more particularly described as follows, to-wit:

All those certain lots or parcels of land, with improvements thereon and appurtenances thereto, situated in the City of Charlottesville, Virginia, shown as Lots 1 through 6, inclusive, on a plat by Roudabush, Gale & Associates, Inc., dated February 10, 2010 (the "Plat"), and recorded in the Clerk's Office of the Circuit Court of the City of Charlottesville, Virginia as Instrument No. 2010004805; LESS AND EXCEPT the parcel designated as Tax Map Parcel 26-67 and labeled "Residue, TMP 26-67, 1.8480 Ac."; being a portion of the same property acquired by Charles A. Young, Jr., Charles A. Young, III and Kendall Young by deed dated September

19, 1973, recorded in the Charlottesville Circuit Court Clerk's Office in Deed Book 351, at Page 103. Charles A. Young, Jr. died December 19, 1986 and by his Last Will and Testament, dated August 26, 1982, probated in the aforesaid Clerk's Office in Will Book 30, Page 351, he devised his interest in the subject property in equal shares to his children, Charles A. Young, III and Kendall Young, now Kendall Young Ruscher.

II. TERMS AND CONDITIONS

The obligations of Seller and Purchaser under this Agreement are expressly contingent upon all of the following conditions being met:

- (a) City's receipt of the results, satisfactory to it in its sole discretion, of a title examination to be performed by City at its own expense.
- (b) City's receipt of the results of an environmental review by City staff, and if deemed necessary by the City, a Phase I Environmental Assessment and Report (Phase I Report) conducted and prepared by an environmental engineering and inspection company selected by City at City's expense and such other testing and reports as may be reasonably required by City or recommended in the Phase I Report. Such Phase I report may include the results of testing for any underground or aboveground storage tanks located on the Property.
- (c) The City's agreement to close is conditioned upon the Seller donating the 1.848 acre parcel of land, identified as "Residue, TMP 26-67, 1.8480 Ac." on the above-referenced Plat recorded in 2010, to be conveyed to the City by Deed of Gift and to be recorded in the Charlottesville Circuit Court Clerk's Office immediately after the General Warranty Deed to the City conveying Lots 1-6 shown on the Plat. The City agrees to execute any documents reasonably requested by the Seller to evidence the value of the gift to be the 2019 real estate assessment for the 1.848 acre parcel of \$68,700.00.
- (d) Seller shall deliver (by facsimile mail, electronic mail or first-class mail) to the City a proposed General Warranty Deed for review at least ten (10) days prior to Closing. The City shall draft the Deed of Gift for the 1.848 acre parcel described in subparagraph (c) above.
- (e) Seller's agreement to sell the Property shall be submitted to the Charlottesville City Council for approval by resolution. If City Council rejects the terms of the sale/purchase of this land, for whatever reason, this agreement shall be null and void and each party shall be relieved of all obligations under this agreement.

Each of the foregoing conditions is, and is intended by each of the parties to be, a condition precedent to the obligation of either party to proceed to Closing. City or Seller may elect not to proceed to Closing, without liability or penalty, if one or more of the above-referenced contingencies and/or conditions are not fulfilled to their satisfaction, which approval will not be unreasonably withheld, by delivering written notice to the other party.

III. CLOSING

- (a) Closing will take place in the Office of the City Attorney in City Hall (605 E. Main Street, Charlottesville, Virginia) within sixty (60) days of the date of this agreement, or as soon thereafter as the conditions of Section II of this agreement have been met to the satisfaction of the City and Seller. The Purchase Price, less deductions, shall be made by wired funds to Seller.
- (b) Upon satisfaction of all of the terms and conditions of this Agreement, the Seller at Closing shall deliver and convey to City, by General Warranty Deed in a form acceptable to City, marketable fee simple title to the Property free and clear of any and all encumbrances, subject only to standard permitted exceptions and existing easements. Seller shall deliver possession of the Property to the City as of the date of Closing. Seller at Closing shall also deliver a signed Deed of Gift for the 1.848 acre parcel.
- (c) At the Closing, Seller shall deliver to City all documents reasonably requested by Purchaser, including, without limitation, W-9 form, 1099-S IRS form, lien releases (if any), and an Owner's Affidavit as to Mechanic's Liens.

IV. OTHER TERMS

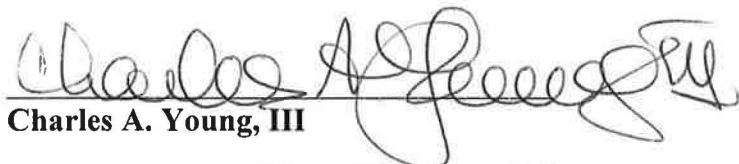
This agreement is further contingent upon the following:

- (a) Seller shall pay any and all real estate taxes and stormwater utility fees accrued and/or due on the Property up to and through the date of Closing. Prior to Closing, Seller shall pay all deferred taxes, penalties and interest, if any, existing, owed or outstanding with respect to the Property.
- (b) From the date of this Agreement through Closing, risk of loss or damage to the property by fire, windstorm, casualty or other cause is assumed by the Seller. From the date of this Agreement Seller shall not commit, or suffer any other person or entity to commit, any waste or damage to the Property or any appurtenances thereto. From the date of this Agreement, Seller shall not permit the manufacture, use, storage or disposal of hazardous wastes and/or toxic substances on or in the Property or in or near any adjoining waterways or drainage ditches.

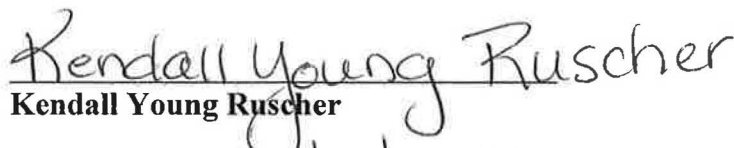
- (c) No transfer or assignment of any rights or obligations hereunder shall be made by anyone having an interest herein, without the advance written consent of all other persons or entities having an interest herein.
- (d) This agreement shall be governed and interpreted by the laws of the Commonwealth of Virginia.
- (e) This agreement is binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
- (f) This Agreement contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not contained herein.

IN WITNESS WHEREOF, Charles A. Young, III and Kendall Young Ruscher, and a duly authorized City official, have executed this Agreement.

SELLER:


Charles A. Young, III

Date signed: 2-7-2019


Kendall Young Ruscher

Date signed: 2/7/2019

[This space intentionally left blank]

Prepared by John C. Blair, II, City Attorney
February 7, 2019

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Michael Murphy

Title: Interim City Manager

Date signed: _____

Approved as to Form:

Funds are Available:

John C. Blair, II
City Attorney

Director of Finance, or designee

This page intentionally left blank

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



Agenda Date:	March 4, 2019
Action Requested:	Resolution
Presenter:	Brenda Kelley, Redevelopment Manager
Staff Contacts:	Michael Murphy, City Manager Brenda Kelley, Redevelopment Manager, City Manager's Office
Title:	Support for Friendship Court Redevelopment – Phase 1

Background:

Friendship Court is a mixed-use, mixed-income, phased redevelopment comprised of four phases all of which will take place on the existing site. Each phase is an independent phase. A fundamental goal of the redevelopment is no displacement of current residents, hence the need for a phased development. The total duration of all phases is not expected to exceed ten years. This redevelopment approach is the direct result of the current Friendship Courts residents' vision for the redeveloped Friendship Court and its future. The completed redevelopment will result in no more than 505 residential units (as permitted by the current zoning regulations) and a variety of commercial, educational, and retail establishments. The redevelopment is intended to further incorporate Friendship Court and its residents into the fabric of the City of Charlottesville.

An application for Site Plan approval has been submitted and an application for Low Income Housing Tax Credit (LIHTC) funding in March 2019 is anticipated.

Discussion:

Application for Virginia Housing Development Authority (VHDA) LIHTC program are due in March 2019. A new requirement this year by VHDA for the LIHTC application, is a draft resolution by City Council that corresponds to any financial commitment(s) made for the redevelopment project. Friendship Court Phase 1's LIHTC application will be evaluated and scored based on criteria defined in the 2019 Qualified Allocation Plan (QAP). LIHTCs are critical to the financing of the redevelopment of Friendship Court and it is a competitive application process. The City's support, both financially and in declaration, helps to ensure the application receives the highest possible score.

Alignment with City Council’s Vision and Strategic Plan:

The overall redevelopment of Friendship Court supports City Council’s visions of Quality Housing Opportunities for All; A Green City; Community of Mutual Respect; and Smart, Citizen-Focused Government.

Strategic Plan Goals:

- Goal 1.3: Increase affordable housing options
- Goal 2.3: Improve community health and safety outcomes by connecting residents with effective resources (aligning health care with provision of housing for the elderly and disabled)

Comprehensive Plan Goals:

- Goal 3: Grow the City’s housing stock for residents of all income levels
- Goal 3.1: Continue to work toward the City’s goal of 15% supported affordable housing by 2025.
- Goal 3.6: Promote housing options to accommodate both renters and owners at all price points, including workforce housing.
- Goal 4.1: Continue to support the use of appropriate tax credit proposals submitted by private and non-profit developers within the locality to create affordable rental units, as consistent with Housing Advisory Committee policy.
- Goal 5: Support projects and public/private partnerships (i.e., private, non-profits, private developers and governmental agencies) for affordable housing, including workforce housing and mixed-use, and mixed-income developments.
- Goal 5.7: Support housing programs at the local and regional level that encourage mixed-income neighborhoods and discourage the isolation of very low and low income households.
- Goal 7: Offer a range of housing options to meet the needs of Charlottesville’s residents, including those presently underserved, in order to create vibrant residential areas or reinvigorate existing ones.
- Goal 7.1: To the greatest extent feasible ensure affordable housing is aesthetically similar to market rate.
- Goal 8.1: Encourage mixed-use and mixed-income housing developments.
- Goal 8.3: Encourage housing development where increased density is desirable and strive to coordinate those areas with stronger access to employment opportunities, transit routes and commercial services.
- Goal 8.7: Encourage the incorporation of green sustainable principles (e.g. LEED, EarthCraft Virginia, Energy Star, etc.) in all housing development to the maximum extent feasible both as a way to be more sustainable and to lower housing costs.

Community Engagement:

In February 2016, at the outset of considering redevelopment, a critical choice was made to establish

a formal Advisory Committee, a cohort of nine Friendship Court residents elected by their neighbors to represent them through the process, plus six members from the at-large Charlottesville community. Led by the resident members, they have become genuine partners in planning their community's future, co-designing every aspect of the site, with all major decisions passing through their hands. The resident members, like any other consultants, are paid for their time and expertise.

In addition to the resident-led redevelopment, there have been door to door efforts to garner feedback and a number of Community events have been held intended to educate all Friendship Court residents on the redevelopment efforts. There is also an on-site Community Organizer, who works daily to keep residents informed about the redevelopment plans. All of these efforts are ongoing.

A public site plan conference was held on October 17, 2018.

Budgetary Impact:

This request does not encumber any additional funding from the City budget. It provides acknowledgement that up to \$5,940,000 in funding may be provided.

Recommendation:

Staff recommends City Council approve the attached Resolution supporting redevelopment of Friendship Court Phase 1.

Alternatives:

City Council could choose to not approve the supporting Resolution for Friendship Court Phase 1, which could have a negative impact on the LIHTC application.

Attachments:

Resolution

RESOLUTION

**Financial Resolution Supporting Friendship Court
Parcel Number: 280112000**

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Charlottesville, Virginia hereby commits up to \$5,940,000 in the form of grants for the redevelopment of Friendship Court Phase 1. The commitment of up to \$5,940,000 will help to subsidize Phase 1 which in turn will create approximately 106 newly constructed affordable housing units in the City of Charlottesville. This commitment will be made to Piedmont Housing Alliance and NHT Communities.

City Council approval

This page intentionally left blank

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



Agenda Date:	March 4, 2019
Action Requested:	Resolution
Presenter:	Brenda Kelley, Redevelopment Manager
Staff Contacts:	Michael Murphy, City Manager Brenda Kelley, Redevelopment Manager, City Manager's Office
Title:	Support for Crescent Halls Redevelopment

Background:

During the spring and summer of 2018, a two-part Request for Development Partner was issued by the Charlottesville Redevelopment and Housing Authority (CRHA) as a first step to begin active redevelopment of many of their properties. Following review of proposals and recommendation by the Redevelopment Committee, the CRHA Board approved entering into an Agreement with a selected Development Team at their September 2018 Board meeting. A Memorandum of Understanding (contract) with the Development Team was adopted and executed by the CRHA Board on January 7, 2019. The current top priorities of redevelopment include renovation of Crescent Halls and development of new housing on the vacant land on the South 1st Street site. An application for Low Income Housing Tax Credit (LIHTC) funding in March 2019 is anticipated.

Discussion:

Application for Virginia Housing Development Authority (VHDA) LIHTC program are due in March 2019. A new requirement this year by VHDA for the LIHTC application, is a draft resolution by City Council that corresponds to any financial commitment(s) made for the redevelopment project. CRHA's LIHTC application for Crescent Halls will be evaluated and scored based on criteria defined in the 2019 Qualified Allocation Plan (QAP). LIHTCs are critical to the financing of the renovation of Crescent Halls and it is a competitive application process. The City's support, both financially and in declaration, helps to ensure the application receives the highest possible score.

Alignment with City Council's Vision and Strategic Plan:

The overall redevelopment of public housing supports City Council's visions of Quality Housing

Opportunities for All; A Green City; Community of Mutual Respect; and Smart, Citizen-Focused Government.

Strategic Plan Goals:

- Goal 1.3: Increase affordable housing options
- Goal 2.3: Improve community health and safety outcomes by connecting residents with effective resources (aligning health care with provision of housing for the elderly and disabled)

Comprehensive Plan Goals:

- Goal 3: Grow the City's housing stock for residents of all income levels
- Goal 3.1: Continue to work toward the City's goal of 15% supported affordable housing by 2025.
- Goal 3.6: Promote housing options to accommodate both renters and owners at all price points, including workforce housing.
- Goal 4.1: Continue to support the use of appropriate tax credit proposals submitted by private and non-profit developers within the locality to create affordable rental units, as consistent with Housing Advisory Committee policy.
- Goal 5: Support projects and public/private partnerships (i.e., private, non-profits, private developers and governmental agencies) for affordable housing, including workforce housing and mixed-use, and mixed-income developments.
- Goal 5.7: Support housing programs at the local and regional level that encourage mixed-income neighborhoods and discourage the isolation of very low and low income households.
- Goal 7: Offer a range of housing options to meet the needs of Charlottesville's residents, including those presently underserved, in order to create vibrant residential areas or reinvigorate existing ones.
- Goal 7.1: To the greatest extent feasible ensure affordable housing is aesthetically similar to market rate.
- Goal 8.7: Encourage the incorporation of green sustainable principles (e.g. LEED, EarthCraft Virginia, Energy Star, etc.) in all housing development to the maximum extent feasible both as a way to be more sustainable and to lower housing costs.

Community Engagement:

A Redevelopment Committee comprised of residents, community members, and CRHA and City staff, and appointed by the CRHA Board of Directors, meets regularly and provides research, planning, community engagement and guidance to the CRHA Board on redevelopment planning progress. The CRHA Board regularly discusses the status of redevelopment activities as well as taking action on redevelopment milestones at their public meetings.

Budgetary Impact:

This request does not encumber any additional funding from the City budget. It provides acknowledgement that up to \$1,875,000 in funding may be provided in the proposed City budget process.

Recommendation:

Staff recommends City Council approve the attached Resolution supporting renovation of Crescent Halls.

Alternatives:

City Council could choose to not approve the supporting Resolution, which could have a negative impact on the LIHTC application.

Attachments:

Resolution

RESOLUTION

**Financial Resolution Supporting Crescent Halls
Parcel Number: 280218000**

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Charlottesville, Virginia hereby commits up to \$1,875,000 in the form of grants for the renovation of Crescent Halls. The commitment of up to \$1,875,000 will help to subsidize this project which in turn will create approximately 105 renovated affordable housing units in the City of Charlottesville. This commitment will be made to Charlottesville Redevelopment and Housing Authority.

City Council approval

This page intentionally left blank

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



Agenda Date:	March 4, 2019
Action Requested:	Resolution
Presenter:	Brenda Kelley, Redevelopment Manager
Staff Contacts:	Michael Murphy, City Manager Brenda Kelley, Redevelopment Manager, City Manager's Office
Title:	Support for South 1st Street Redevelopment

Background:

During the spring and summer of 2018, a two-part Request for Development Partner was issued by the Charlottesville Redevelopment and Housing Authority (CRHA) as a first step to begin active redevelopment of many of their properties. Following review of proposals and recommendation by the Redevelopment Committee, the CRHA Board approved entering into an Agreement with a selected Development Team at their September 2018 Board meeting. A Memorandum of Understanding (contract) with the Development Team was adopted and executed by the CRHA Board on January 7, 2019. The current top priorities of redevelopment include renovation of Crescent Halls and development of new housing on the vacant land on the South 1st Street site.

An application for Site Plan approval has been submitted and an application for Low Income Housing Tax Credit (LIHTC) funding in March 2019 is anticipated.

Discussion:

Application for Virginia Housing Development Authority (VHDA) LIHTC program are due in March 2019. A new requirement this year by VHDA for the LIHTC application, is a draft resolution by City Council that corresponds to any financial commitment(s) made for the redevelopment project. CRHA's LIHTC application for South 1st Street will be evaluated and scored based on criteria defined in the 2019 Qualified Allocation Plan (QAP). LIHTCs are critical to the financing of the redevelopment of South 1st Street and it is a competitive application process. The City's support, both financially and in declaration, helps to ensure the application receives the highest possible score.

Alignment with City Council’s Vision and Strategic Plan:

The overall redevelopment of public housing supports City Council’s visions of Quality Housing Opportunities for All; A Green City; Community of Mutual Respect; and Smart, Citizen-Focused Government.

Strategic Plan Goals:

- Goal 1.3: Increase affordable housing options
- Goal 2.3: Improve community health and safety outcomes by connecting residents with effective resources (aligning health care with provision of housing for the elderly and disabled)

Comprehensive Plan Goals:

- Goal 3: Grow the City’s housing stock for residents of all income levels
- Goal 3.1: Continue to work toward the City’s goal of 15% supported affordable housing by 2025.
- Goal 3.6: Promote housing options to accommodate both renters and owners at all price points, including workforce housing.
- Goal 4.1: Continue to support the use of appropriate tax credit proposals submitted by private and non-profit developers within the locality to create affordable rental units, as consistent with Housing Advisory Committee policy.
- Goal 5: Support projects and public/private partnerships (i.e., private, non-profits, private developers and governmental agencies) for affordable housing, including workforce housing and mixed-use, and mixed-income developments.
- Goal 5.7: Support housing programs at the local and regional level that encourage mixed-income neighborhoods and discourage the isolation of very low and low income households.
- Goal 7: Offer a range of housing options to meet the needs of Charlottesville’s residents, including those presently underserved, in order to create vibrant residential areas or reinvigorate existing ones.
- Goal 7.1: To the greatest extent feasible ensure affordable housing is aesthetically similar to market rate.
- Goal 8.3: Encourage housing development where increased density is desirable and strive to coordinate those areas with stronger access to employment opportunities, transit routes and commercial services.
- Goal 8.7: Encourage the incorporation of green sustainable principles (e.g. LEED, EarthCraft Virginia, Energy Star, etc.) in all housing development to the maximum extent feasible both as a way to be more sustainable and to lower housing costs.

Community Engagement:

A Redevelopment Committee comprised of residents, community members, and CRHA and City staff, and appointed by the CRHA Board of Directors, meets regularly and provides research, planning, community engagement and guidance to the CRHA Board on redevelopment planning

progress. The CRHA Board regularly discusses the status of redevelopment activities as well as taking action on redevelopment milestones at their public meetings.

A public site plan conference was held on January 2, 2019.

Budgetary Impact:

This request does not encumber any additional funding from the City budget. It provides acknowledgement that up to \$1,125,000 in funding may be provided in the proposed City budget process.

Recommendation:

Staff recommends City Council approve the attached Resolution supporting redevelopment of South 1st Street.

Alternatives:

City Council could choose to not approve the supporting Resolution, which could have a negative impact on the LIHTC application.

Attachments:

Resolution

RESOLUTION

**Financial Resolution Supporting South 1st Street
Parcel Number: 260115000**

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Charlottesville, Virginia hereby commits up to \$1,125,000 in the form of grants for the redevelopment of South 1st Street. The commitment of up to \$1,125,000 will help to subsidize this project which in turn will create approximately 63 new or replacement affordable housing units in the City of Charlottesville. This commitment will be made to Charlottesville Redevelopment and Housing Authority.

City Council approval

This page intentionally left blank

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



Agenda Date:	March 4, 2019
Action Required:	Approval of City Market Sub-Lease
Presenter:	Brian Daly, Director, Parks & Recreation
Staff Contacts:	Will Bassett, Business Manager, Parks & Recreation Justin McKenzie, City Markets Manager, Parks & Recreation
Title:	City Market Sub-Lease

Background:

In 2015, the City Market moved from the City-owned metered parking lot to the adjacent parking lot located at 100 Water Street in anticipation and preparation for the West 2nd Development project. The market has successfully operated at the 100 Water Street location for four (4) seasons with vendors and customers pleased with the larger and flatter space for the market. Moreover, due to the larger space, the market has been able to increase the number of vendors from 100 at the old lot to 120 at the current lot.

In the fall of 2018, the developer terminated the West 2nd project. This also made the City's sub-lease for the 100 Water Street location obsolete. Staff reached out to the Tenant regarding options to execute a new sub-lease to remain in the current location; and were able to negotiate a new sub-lease for the 2019 market season (April – December).

Discussion:

Staff believes that keeping the market in its current location (100 Water Street) is the best course of action to maintain market continuity for vendors and customers. At this time, the Tenant can only commit to a sublease for the 2019 market season. Approval of this sub-lease for the 2019 season will provide the City time to secure either a renewable sub-lease or determine a different long range plan for the City Market location.

Community Engagement:

No formal community engagement has been done with this item. However, many City Market vendors have expressed a desire to remain in the current location (100 Water Street). Vendors also expressed an overall satisfaction rate of 84% with the current location in a recent survey.

Alignment with City Council's Vision and Strategic Plan:

This item aligns with City's vision of Economic Sustainability which states:

Our community has an effective workforce development system that leverages the resources of the University of Virginia, Piedmont Virginia Community College, and our excellent schools to provide ongoing training and educational opportunities to our residents. We have a business-friendly environment in which employers provide well-paying, career-ladder jobs and residents have access to small business opportunities. The Downtown Mall, as the economic hub of the region, features arts and entertainment, shopping, dining, cultural events, and a vibrant City Market. The City has facilitated significant mixed and infill development within the City.

This item also aligns with the following goals and objectives with the City's strategic plan:

Goal 4: A Strong, Creative and Diversified Economy
Objective 4.3: Grow and Retain Viable Businesses

Budgetary Impact:

The new lease will result in an overall budget increase of \$47,500. The April – June 2019 rent (\$16,250) will be paid for within the current FY2019 Parks & Recreation general fund budget. The July – December 2019 amount (\$31,250) has been included in the Department's FY20 general fund budget submission.

Recommendation:

Staff recommends approval of this item.

Alternatives:

City Council could choose not to approve this lease and the City Market could move back to its old location at City-owned metered parking lot. Staff would need to reduce the overall market by 20 vendors to fit within the old space.

Attachments:

Attachment 1 – Draft Sublease Agreement

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made as of the **1st day of January, 2019**, by and between **SKYVIEW PARKING, LLC**, a Virginia limited liability company, Grantor, herein referred to as “Tenant”, and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation, Grantee, herein referred to as “Subtenant”.

WITNESSETH:

- 1. Subleased Property.** Effective April 1, 2015, the Tenant will be in rightful possession of the parcel of land located in the City of Charlottesville that is bounded by 1st Street South, East South Street, 2nd Street, S.E., and East Water Street, consisting of approximately .9920 of an acre, more or less, and shown on City Real Property Tax Map 28 as Parcel 62. The Tenant shall provide proof satisfactory to the Subtenant that it is in rightful possession of the Subleased Property upon request by the Subtenant. The property that is the subject of this Sublease Agreement is herein referred to as “the Subleased Property”, and consists of all of Parcel 62, as shown on **Exhibit A**, dated December 16, 2014, and attached hereto. Tenant hereby subleases to Subtenant, and the Subtenant leases from the Tenant, the Subleased Property, under the terms and conditions set forth herein.
- 2. Warranty by Tenant.** Tenant represents and warrants to the Subtenant that, for the term of this Sublease Agreement and any extension thereof, it has the power and authority under its Lease with the owner of the Subleased Property to execute this Sublease Agreement and to carry out and perform all covenants to be performed by the Tenant under this Sublease Agreement without any requirement of consent by such owner, and that there are no outstanding uncured notices of default or termination.

Tenant agrees that Tenant shall not agree to the modification or amendment of the Lease Agreement between Tenant and the Owner of the Subleased Property during the term of this Sublease Agreement if such modification or amendment adversely affects the Subtenant’s rights under this Sublease Agreement, decreases the size of the Subleased Property, or shortens the term of this Sublease Agreement, without the Subtenant’s prior written consent.

- 3. Condition of Subleased Property.** The Subleased Property is currently used as a commercial surface parking lot open to the public for paid parking. The Tenant makes no representation or warranty as to the condition of the Subleased Property for the intended purpose of this Sublease prior to or at the time of the execution of this Sublease Agreement, and Subtenant agrees to accept the Subleased Property “as is” on the

effective date of this Sublease Agreement, provided there is no material change in the condition of the Subleased Property between the execution of this Sublease Agreement and the Commencement Date. The parties acknowledge that Tenant plans to make various improvements to the Subleased Property as shown in the exhibits, including but not limited to installing new parking pay stations, re-sealing the pavement, and re-striping the parking lines. This work is expected to be substantially complete by the commencement date, however in the event it is not Subtenant's remedy will be to either accept the Subleased Property as is or refuse to use the Subleased Property until such time as it is substantially completed. In the event Subtenant does not use the Subleased Property, rent will not be charged for those days it is not used.

- 4. Term.** The initial term of this Sublease shall be for a period which begins on the 1st day of April, 2019 ("Commencement Date") and ends on the Saturday prior to December 25th, 2019.
- 5. Use of Subleased Property.** The Subtenant warrants and covenants that the Subleased Property will only be used by the Subtenant as the temporary site for the City Market, operated by the Charlottesville Department of Parks and Recreation pursuant to Charlottesville City Code sec. 8-1 *et seq.* each Saturday between the hours of 5:00 a.m. and 3:00 p.m., during the months of April, May, June, July, August, September, and October, November and December. The Tenant shall retain full use and enjoyment of the Subleased Property on all days and during all times when the Subleased Property is not reserved for the City Market, as specified herein. The Tenant and the Subtenant may agree in advance on additional days and times that the Subleased Property may be used by the Subtenant for a specified purpose, subject to the per diem rent set forth below. The parties agree that the pay stations which are installed by Tenant on the Subleased Property may be used during the sub-lease period by anyone who needs to obtain a parking receipt to park in an adjacent parking lot owned or controlled by Tenant. As such, Subtenant agrees to allow access as needed and signage as needed, at Tenant's expense, to accommodate such use.
- 6. Rent.** The Subtenant shall pay the Tenant rent at the rate of Two Thousand, Five Hundred and 00/100 Dollars (\$2,500.00) for each day that the City Market operates, or is scheduled to operate, on the Subleased Property. Each payment shall be due to Tenant in advance on or before the first day of each calendar month during the term of this Sublease. The monthly payment shall be calculated by multiplying \$2,500.00 times the number of scheduled City Market days during the month for which payment is being made.

7. **Quiet Enjoyment.** The Subtenant, on paying the rent and observing and keeping all covenants, warranties, agreements and conditions of the Sublease Agreement on its part to be kept, shall quietly have and enjoy the Subleased Property during the term of this Agreement, and any extension thereof.

8. **Land Use Approvals.** The Tenant and the Subtenant acknowledge that the Subtenant's intended use of the Subleased Property may require certain approvals, including, but not necessarily limited to, a special use permit and site plan approval. By its signature to this Sublease Agreement the Tenant hereby evidences its written consent for Subtenant to apply for and seek any and all land use and zoning approvals necessary for the future intended use of the property; provided, however, that Subtenant shall not be authorized to apply for or obtain any change in the land use or zoning status of the property that would be binding on Tenant after the expiration or termination of this Sublease Agreement unless Tenant shall have consented in writing in advance. The application, review and implementation of each such approval shall be at the Subtenant's sole expense.

9. **Improvements and Signage.** The Subtenant may, at its own cost and expense, install metered electric service to the Subleased Property for use during the City Market. Any such installation shall be subject to Tenant's prior written approval of facilities and equipment to be installed. Subtenant shall be responsible for installing lockboxes or otherwise securing the electric service from unauthorized use. Tenant shall not be responsible for any costs or charges incurred for the use of electric service installed and made available by Subtenant.

If there are proposed improvements to the Subleased Property that will be mutually beneficial to both the Tenant and Subtenant, which may include but not be limited to the electrical service referenced above and a new entrance to the property from South Street, the parties may enter into a memorandum of understanding that allocates both the responsibility for constructing the improvements and the agreed-upon costs for the improvements.

Subtenant may, at its own cost and expense, at any time make such alterations, changes, replacements, improvements and additions in and to the Subleased Property as it deems advisable or necessary for operation of the City Market, subject to Tenant's prior written approval of each such action, which approval shall not be unreasonably withheld or delayed. No improvements will be permitted which would interfere with the use of the Subleased Property by Tenant during times other than the times the City Market is in operation, or with the portion of the balance of Parcel 62 that is not included in the Subleased Property. No improvements shall be undertaken on the Subleased Property

unless and until the Subtenant shall have obtained any and all required local, state and federal governmental approvals and permits, and all such improvements shall be undertaken in strict compliance with all City, state and federal rules, regulations and laws.

The Subtenant shall have the right to place signs on the Subleased Property that are allowed under the provisions of the City of Charlottesville Zoning Ordinance, and necessary for the operation of the City Market, subject to Tenant's prior written approval, which approval shall not be unreasonably withheld or delayed. Subtenant and Tenant agree that Subtenant will install signs in prominent locations on the Subleased Property that inform motor vehicle operators that all vehicles must be removed from the Subleased Property at a specified time before the beginning of the City Market hours, and that vehicles not so removed from the property will be towed at the direction of the Subtenant at the expense of the vehicle owner or operator.

The Subtenant shall permit no mechanic's liens, materialmen's liens or other statutory liens to attach to the Subleased Property as a result of any alterations, improvements, additions or repairs performed by the Subtenant or at the Subtenant's direction. If any such lien or notice of lien rights shall be filed with respect to the Subleased Property, the Subtenant shall immediately take such steps as may be necessary to have such lien released, and shall permit no further work to be performed at the Subleased Property until such release has been accomplished.

Upon termination of this Sublease, Tenant shall have the option to retain ownership of all or any improvements, facilities and equipment installed by Subtenant during the term of this Sublease, or to require Subtenant to remove any or all of such improvements, facilities and equipment and repair at its expense any damage resulting therefrom.

10. Maintenance/Operational Expenses. The Subtenant shall, at its own cost and expense during the term of this Sublease, leave the Subleased Property in a reasonably clean, attractive condition following each day of City Market use, and shall not commit or allow any waste or damage to be committed on or to any portion of the Subleased Property. This includes but is not limited to, removing trash from the site following each City Market Use. Subtenant agrees to keep the toilet area well maintained and to perform any maintenance or cleanup required at any time as a result of the toilets on the Subleased Property. During months when the City Market is in operation Subtenant agrees to power wash the Subleased Property up to twice a month if it becomes unsightly or unsanitary, in the opinion of Tenant, as a result of Subtenant's use of the Subleased Property.

As part of its maintenance responsibilities, Subtenant agrees to comply fully with any applicable governmental laws, regulations and ordinances limiting or regulating the use, occupancy or enjoyment of the Subleased Property, and to comply with the Virginia Uniform Statewide Building Code and the Virginia Statewide Fire Prevention Code, as supplemented and modified by duly enacted ordinances of the City of Charlottesville.

- 11. Taxes and Assessments.** The Subtenant shall not be responsible for the payment of any real property taxes, special assessments or storm water utility fees applicable to the Subleased Property.
- 12. Utilities and Services.** The Subtenant shall be responsible for and pay all costs and charges for utilities and services in connection with the Subtenant's occupancy and use of the Subleased Property for the City Market, including but not limited to permits and connection charges for gas, heat, light, water, sewer, power, telephone, cable, internet connection, janitorial, trash removal and other utilities or services. If Subtenant, in its sole discretion, determines that the foregoing utilities and services, or any of them, are necessary for its use of the Subleased Property for the City Market, the same shall be instituted and obligated for in the name of the Subtenant, and the Tenant shall have no responsibility whatsoever for the furnishing or cost of the same. In the event electric service is on a joint meter in Tenant's name, Subtenant agrees to reimburse such costs as may be determined by a sub-meter or by a recording of the meter readings before and after City Market events.
- 13. Damage or Destruction of the Leased Property.** During the term of this Sublease Agreement or any extension thereof the Tenant shall have no responsibility for any damage caused to the Subleased Property during the operation of the City Market, except that proximately caused by the negligence or misconduct of the Tenant or its employees or agents. The Subtenant agrees that all property of every kind and description kept, stored or placed on the Subleased Property by the Subtenant shall be at the Subtenant's sole risk.
- 14. Insurance.** Subtenant covenants and agrees that it will, at its own expense and at all times during the term of this Lease and any extension thereof, keep in full force and effect a policy of commercial general liability and property damage insurance with respect to the Subleased Property and the operations of the Subtenant on the Subleased Property with a good and solvent insurance company licensed to do business in the Commonwealth of Virginia. The limits of public liability for bodily injury and property damage shall not be less than One Million and 00/100 Dollars (\$1,000,000.00) per accident, combined single limit.

The Subtenant shall also maintain coverage against loss, damage or destruction by fire and such other hazards as are covered and protected against, at standard rates under policies of insurance commonly referred to and known as “extended coverage”, as the same may exist from time to time.

Copies of Subtenant’s policies of insurance (or certificates of the insurers) for insurance required to be maintained by the Subtenant shall be provided to Tenant on request.

15. Default. Each of the following occurrences relative to the Subtenant shall constitute default:

- a. Failure by the Subtenant in the performance or compliance with any of the terms, covenants, or conditions provided in this Sublease Agreement, which failure continues uncured for a period of sixty (60) days after written notice from the Tenant to the Subtenant specifying the items in default; provided, however, if such failure is of a type that is not reasonably capable of being cured within such sixty (60) day period such sixty (60) day period shall be extended for so long as the Subtenant is making diligent efforts to cure such default;
- b. Failure or refusal by the Subtenant to make the timely payment of rent or other charges due under this Sublease Agreement when the same shall become due and payable, provided the Tenant has given the Subtenant fifteen (15) days written notice of the same;

16. Assignment. The Subtenant shall have no right to assign or sublease, in any manner or fashion, any of the rights, privileges or interests accruing to it under this Sublease Agreement to any other individual or entity without the prior written consent of the Tenant, which shall not be unreasonably withheld or delayed.

17. Surrender. Upon termination of the Lease, except as the parties may otherwise agree, the Subtenant shall quit and surrender to the Tenant the Subleased Property in substantially its condition as of the Commencement Date, provided that the Subtenant shall remove from the Subleased Property any personal property belonging to the Subtenant or third parties, and at its cost and expense shall repair any damage caused by such removal. Personal property not so removed shall become the property of the Tenant, which may thereafter remove the property and dispose of it. On the termination of this Sublease, the Tenant may, without further notice enter on, reenter, possess and repossess the Subleased Property on days and at times that it would have otherwise been used by the Subtenant for the City Market.

- 18. Right of Entry.** Tenant, or Tenant's agents and designees, shall have the right, but not the obligation, to enter upon the Subleased Property or any part thereof during its use as the City Market, to inspect and examine the same to ensure compliance with the terms of this Sublease Agreement. The Tenant's failure to detect any violation or to notify the Subtenant of any violation shall not relieve the Subtenant of its obligations under the terms of this Lease.
- 19. Waiver.** The waiver by the Tenant of the Subtenant's breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The subsequent acceptance of rent hereunder by the Tenant shall not be deemed to be a waiver of any breach by the Tenant of the Subtenant of any term, covenant or condition of this Sublease regardless of knowledge of such breach at the time of acceptance or payment of such rent. No covenant, term or condition of this Sublease shall be deemed to have been waived by the Tenant or the Subtenant unless the waiver is in writing signed by the party to be charged thereby.
- 20. Entire Agreement.** This Sublease Agreement sets forth all the covenants, promises, agreements, conditions and understandings, between the Tenant and the Subtenant concerning the Subleased Property and there are no covenants, promises, agreements, conditions or understandings either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Sublease Agreement shall be binding upon the Tenant or the Subtenant unless reduced in writing and signed by them.
- 21. Headings.** The section headings in this Sublease Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Sublease nor in any way affect this Sublease.
- 22. Severability.** If any term, covenant or condition of this Sublease, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable the remainder of this Sublease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Sublease shall by valid and be enforced to the fullest extent permitted by law.
- 23. Non-Appropriation.** Payment and performance obligations of the Subtenant (City of Charlottesville), beyond the initial year of this Sublease Agreement, are expressly conditioned upon the availability of and appropriation by the City public funds thereafter in each subsequent fiscal year. When public funds are not appropriated or are otherwise

unavailable to support continuation of performance by the City in a subsequent fiscal period, this Sublease Agreement and the City's obligations hereunder shall automatically expire, without liability or penalty to the City. Within a reasonable time following City Council's adoption of a budget, the City shall provide the Tenant with written notice of any non-appropriation or unavailability of funds affecting this Sublease Agreement.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

25. Notices. Any notice, demand, request, or other instrument which may be, or are required to be given under this Sublease Agreement, shall be in writing and delivered in person or by United States certified mail, return receipt requested, postage prepaid, and shall be address as follows:

If to the City:

Mike Murphy
Interim City Manager
605 East Main Street
Charlottesville, VA 22902

If to the Tenant:

Skyview Parking LLC
c/o Woodard Properties
224 14th Street NW
Charlottesville, VA 22903

or at such other address as designated by written notice of a party.

IN WITNESS WHEREOF, the Tenant and the Subtenant have signed and sealed this Lease as of the date first above written.

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____

Name: Mike Murphy

Title: Interim City Manager

Date: _____

Funds are available:

Approved as to form:

Director of Finance

City Attorney

SKYVIEW PARKING LLC

By: _____

Name: _____

Title: _____

Date: _____

This page intentionally left blank

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



Agenda Date:	February 19, 2019
Action Required:	Public Hearing
Presenter:	Lauren Hildebrand, Director of Utilities
Staff Contacts:	Mike Murphy, Interim City Manager Chris Engel, Director of Economic Development Lauren Hildebrand, Director of Utilities John C. Blair, II, City Attorney
Title:	Public Hearing for Deed of Encroachment and Aerial Easement for the Center of Developing Enterprises (CODE) Building

Background:

Brands Hatch, LLC is in the process of constructing the Center of Developing Entrepreneurs (CODE) Building on the Downtown Mall where Main Street Arena was formerly located. In order for the CODE Building to be constructed, the developer will need to have an aerial encroachment easement, as well as a right-of-way encroachment easement granted by the City.

Discussion:

The proposed building has a subterranean component that requires the need for excavation support in the form of secant pile walls, soldier piles, and wood beam shoring. The shoring walls will require tieback anchors that will encroach into the public right-of-way. The shoring wall on the south side of the building will also encroach into the right-of-way. Once the building has been completed to a level that the shoring walls are no longer needed, the developer will abandon the piles and tieback anchors in the right-of-way by:

- 1) De-tensioning the tieback anchors and removing the tieback wales, bearing plates, and wedge plates.
- 2) Soldier piles shall be cut down six (6) feet from the existing grade.

The Utilities Department has reviewed and approved the shoring plan to protect the City's utilities and required the developer to locate the depth of the utilities via potholing in accordance with the Underground Utility Damage Prevention Act.

Once completed, an as-built drawing of the cut-off piles and de-tensioned temporary tieback anchors shall be delivered to the City prior to completion of the project and issuance of any Certificates of Occupancy.

A temporary aerial encroachment is also needed in order for a building of this size to be constructed in an urban environment. The encroachment is for formwork and scaffolding in connection with the installation of exterior sheathing, masonry, and other construction activities to be delivered to the necessary locations of the site. This temporary encroachment will also accommodate the boom of the crane to swing over the City's property. The easement is for the boom of the crane to use the city's right-of-way airspace for approximately fourteen months.

The Departments of Neighborhood Development Services, Public Works, and Utilities have examined the location of the temporary aerial easement and the encroachment. The departments have no objection to the proposed easement or encroachment.

Attached is a plat showing the location of the proposed encroachment and temporary aerial easement.

Alignment with Council Vision Areas and Strategic Plan:

Not Applicable.

Community Engagement:

A public hearing is being conducted pursuant to Virginia Code Section 15.2-1800.

Budgetary Impact:

None.

Recommendation:

Staff recommends Council approve the temporary aerial encroachment and the right-of-way encroachment easement.

Alternatives:

The Council could decline to grant the temporary aerial easement and encroachment in the City's rights-of-way.

Attachments:

Ordinance and Deed

**AN ORDINANCE APPROVING
A DEED OF ENCROACHMENT AND TEMPORARY AERIAL EASEMENT
FROM THE CITY OF CHARLOTTESVILLE, VIRGINIA TO BRANDS HATCH LLC
FOR THE CENTER OF DEVELOPING ENTERPRISES (CODE) PROJECT
AT THE WESTERN END OF THE DOWNTOWN MALL**

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia that the attached Deed of Encroachment and Temporary Aerial Easement between the City of Charlottesville, Virginia and Brands Hatch, LLC, is hereby approved. The Mayor is authorized to execute the Deed and any other documents necessary to consummate the transaction on behalf of the City, in form approved by the City Attorney.

Prepared by and upon recordation return to:
Williams Mullen
321 East Main Street, Suite 400
Charlottesville, Virginia 22902

City of Charlottesville Tax Map Parcels 280001000, 280009000, and 280009100

*This deed is exempt from state recordation taxes imposed by Virginia Code
Sec. 58.1-801 pursuant to Virginia Code Sec. 58.1-811(C)(4).*

DEED OF ENCROACHMENT AND TEMPORARY AERIAL EASEMENT

This **DEED OF ENCROACHMENT AND TEMPORARY AERIAL EASEMENT** (this “Deed”) is made and entered into as of this _____ day of _____, 2019, by the **CITY OF CHARLOTTESVILLE, VIRGINIA**, P.O. Box 911, Charlottesville, Virginia, 22902 (the “City”), as Grantor, and **BRANDS HATCH LLC**, a Virginia limited liability company, 0 Court Square, Charlottesville, Virginia 22902 (the “Grantee”).

WITNESSETH:

WHEREAS, the Grantee is the owner of that certain real property located in the City of Charlottesville, Virginia, containing 0.979 acres in the aggregate, more or less, shown as “TMP 28-1,” “TMP 28-9,” and “TMP 28-10” on that certain plat prepared by Timmons Group, dated July 4, 2018, entitled “Plat Showing Boundary Line Adjustment on the Lands of Brands Hatch LLC, Tax Map Parcels 28-1, 28-9, & 28-9.1, and City of Charlottesville, Virginia,” and recorded in the Clerk’s Office of the Circuit Court of the City of Charlottesville as Instrument No. _____ (hereinafter, the “Grantee’s Property”); and

WHEREAS, the City is the owner of that certain real property adjacent to the Grantee’s Property commonly known as the rights-of-way of West Main Street and Water Street (the “City’s Property”); and

WHEREAS, the Grantee is in the process of obtaining the City’s approval of a site plan authorizing development of the Grantee’s Property (the “Site Plan”), including the construction of a building thereon, immediately adjacent to the City’s Property, and the Grantee now desires to proceed with construction of the building (the “Project”); and

WHEREAS, Grantee represents that construction of the building cannot be accomplished without certain shoring and earth retention (“Shoring”) on the City’s Property, and the placement of a crane or cranes (collectively, the “Crane”) on the Grantee’s Property; and

WHEREAS, the Shoring consists of steel piles and tie-backs driven into the City’s Property, typically placed eight to ten-feet on center, and related retaining walls, berms, or other structures and improvements, and following completion of construction, the parties hereto desire to allow the steel piles and tie-backs to remain within and permanently occupy the City’s Property, and Grantee understands that such piles constitute an encroachment onto the City’s Property; and

WHEREAS, in consideration of its use and occupancy of the City’s Property in the manner described above, the Grantee desires to bind itself, its successors and assigns, for all liabilities for and relating to the Shoring and other construction activities to be conducted by Grantee within the City’s Property during construction, and the subsequent continued occupation of the City’s Property by the steel piles and tie-backs following construction.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the City hereby grants the following to the Grantee, and to its successor and assigns:

1. The right and easement to encroach upon the subsurface areas of the City’s Property located 25 feet from the Grantee’s Property, in the area shown and labeled as “Tie-Back Extents

(Limits of Tie-Back Easement = .39 Acres)” (the “Encroachment Area”) on the exhibit entitled “Tie-Back Easement and Temporary Aerial Easement Exhibit” prepared by Timmons Group, dated August 10, 2018, attached hereto as Exhibit A, and incorporated herein (the “Exhibit”) for the purpose of installing, maintaining and removing tie-back anchors, steel piles and other construction equipment, as necessary, on those subterranean portions of the City’s Property that are along the common boundaries of the City’s Property and the Grantee’s Property, to the extent that the placement of such tie-back anchors, steel piles and other construction equipment is necessary for the construction of the Project. Upon completion of the Project, the steel piles and tie-back anchors installed by the Grantee within the Encroachment Area that are necessary for the structural support of the Project will remain undisturbed and in-place.

2. The right and easement of ingress and egress by the Grantee and its contractors and consultants onto the City’s Property, to perform the subsurface work within the Encroachment Area pursuant to the terms and conditions of this Deed.

3. The right to a temporary easement to use the air space: (i) beginning 15 feet above the current surface of the City’s Property in the area shown as “Temporary Aerial Easement Area Within City Right of Way (1.14 Acres)” on the Exhibit (the “Temporary Aerial Easement Area”) for formwork and scaffolding in connection with the installation of exterior sheathing, masonry, metal site and other construction related activities for the Project; (ii) to allow the boom of the Crane to be used on the Project to swing over the City’s Property; it being understood that no supplies or materials being hoisted by such Crane shall swing over the City’s Property.

FURTHER, the Grantee, on behalf of itself, its successors and assigns, does hereby covenant and agree as follows, for the benefit of the City:

1. The Grantee shall be liable for negligence, attributable to the Grantee and/or its agents, contractors, and subcontractors which relate to the Shoring, Crane and its encroachment within the City’s Property.

2. The Grantee shall indemnify and hold the City harmless from and against any and all liability, losses, suits, actions, judgments, claims, demands, damages, penalties, fines, expenses and costs, of every kind and nature, incurred by or asserted or imposed against the City by reason of any accident, injury (including death) or damage to any person, property, equipment or utility facilities (including, without limitation any property, equipment, or utility facilities owned by the City), however caused, resulting from or arising out of the Grantee's use and occupancy of the Encroachment Area and Temporary Aerial Easement Area during (a) Grantee's construction activities, by Grantee, its agents, contractors, and subcontractors, and (b) thereafter, during such period of time as the steel piles or other components or structures of the Grantee's Shoring continue to occupy the City's Property, except to the extent that such loss or damage is the result of the gross negligence, willful, or wanton conduct of the City.

3. The Grantee, its agents, contractors, and subcontractors shall adhere to the Underground Utility Damage Prevention Act as well as the Site Plan approved by the Grantor. The Grantor is required to locate the depth of the existing utilities by means of potholing at the designated locations on the Site Plan approved by the Grantor.

4. Upon completion of construction, Grantee shall (a) remove the steel piles, and other components and structures comprising the shoring, to a depth of six (6) feet below finished grade, and (b) provide the City with as-built plans showing existing conditions, in an electronic format acceptable to the City Engineer, such as-built plans to provide geographic information system (GIS) coordinates or a physical survey of the location and dimension(s) of each of the steel piles that will remain within the Encroachment Area.

5. The Grantee agrees that the City shall have and retain any and all legal rights it may have pursuant to Virginia Code Sec. 15.2-2009 and Sec. 15.2-2011, as such statutes exist as of the date of this Deed and as they may subsequently be amended, in addition to any other legal rights or remedies the City may have.

6. Following the exercise of any rights herein conveyed, the Grantee shall remove all trash and other debris resulting from its activities, and shall complete construction of the City's Property in accordance with the Site Plan, restoring any areas not shown on the Site Plan to their original condition, as nearly as reasonably possible, with the exception of the permanent tie-backs and the shoring that is cut back six feet below grade, as detailed herein.

7. The Temporary Aerial Easement shall automatically expire upon the completion of the aforementioned development activities or upon the Grantee's removal of the Crane.

8. The Grantee's covenants and agreements set forth within this Agreement shall run with the land described herein as the Grantee's Property, and shall be binding on Grantee, its successors and assigns.

9. By ordinance approved on _____, 2019, the Charlottesville City Council authorized the Mayor to execute on behalf of the City this Deed conveying the above-described easements.

WITNESS the following duly authorized signatures.

Grantor: CITY OF CHARLOTTESVILLE, VIRGINIA,
a municipal corporation

By: _____ (SEAL)
Nikuyah Walker, Mayor

COMMONWEALTH OF VIRGINIA
City/County of _____

The foregoing was acknowledged before me on this _____ day of _____, 2018, by
Nikuyah Walker, Mayor, on behalf of the City of Charlottesville, Virginia.

Notary Public

Registration #: _____

My commission expires: _____

Approved as to Form:

Lisa A. Robertson, Chief Deputy City Attorney

Grantee:

BRANDS HATCH LLC,
a Virginia limited liability company

By: _____ (SEAL)

Printed Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

City/County of _____

The foregoing was acknowledged before me on this _____ day of _____, 2018, by
_____ as _____ of Brands Hatch LLC, on behalf of
the company.

Notary Public

Registration #: _____

My commission expires: _____

EXHIBIT A

the Exhibit

(attached)

DEPENDING ON DEPTH OF EXCAVATION, TIE-BACKS WILL BE UTILIZED TO SUPPORT THE SHORING WALL SYSTEM. EXCAVATION UP TO +/- 20 FEET GENERALLY REQUIRE (1) ROW OF TIE-BACKS. EXCAVATIONS EXCEEDING 24 FEET MAY REQUIRE 2 ROWS OF TIE-BACKS. TIE-BACKS ARE GENERALLY INSTALLED 8 -10 FEET BELOW GRADE. TIE-BACKS ARE INSTALLED AT A 15 DEGREE ANGLE, BUT CAN BE INSTALLED WITH STEEPER ANGLE IF REQUIRED TO ELIMINATE UTILITIES OR OTHER KNOWN OBSTRUCTIONS.

TEMPORARY AERIAL EASEMENT AREA WITHIN CITY RIGHT OF WAY (1.14 ACRES)

213' CRANE RADIUS

TM 33-155L

OMNI HOTEL

VIOLET CROWN THEATER

TM 28-10

2ND STREET

WATER STREET

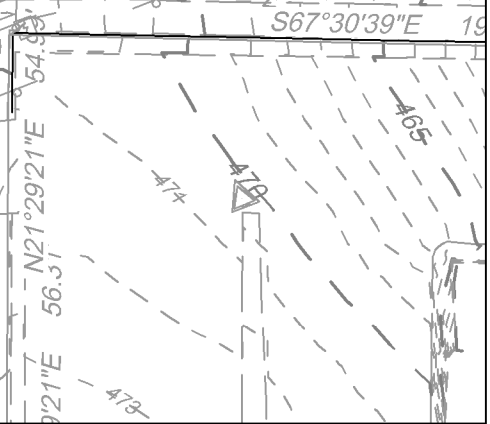
TIE-BACK EXTENTS (LIMITS OF TIE-BACK EASEMENT = 0.39 ACRES)

TM 28-801

TM 28-84F

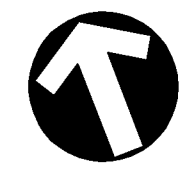
TM 28-80

TM 28-842

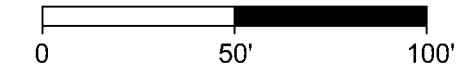


CHARLOTTEVILLE TECHNOLOGY CENTER

TIE-BACK EASEMENT AND TEMPORARY AERIAL EASEMENT EXHIBIT- 8/10/18



SCALE 1"=50'



TIMMONS GROUP
YOUR VISION ACHIEVED THROUGH OURS.

This page intentionally left blank



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

Agenda Date:	March 4, 2019
Action Required:	Ordinance Approval (Consent Agenda – 1st of 2 readings)
Staff Contacts:	Allyson Davies, Deputy City Attorney
Presenter:	John Blair, City Attorney
Title:	MCI Communications Services, Inc., Telecommunications Franchise Renewal

Background:

MCI Communications Services, Inc. (“MCI”) requested a renewal of its current franchise to maintain its existing fiber lines and equipment. MCI has had a franchise agreement with the City since 1991.

Discussion:

The proposed franchise ordinance contains substantially 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, MCI Communications Services, Inc. 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 MCI Communications Services, Inc.

Attachments:

Request Letter
Proposed MCI Franchise Agreement Ordinance

Vince Gitch
Right-of-Way Specialist
Verizon Wireline Engineering



Mail Code: HQE02F56
600 Hidden Ridge
Irving, TX 75038
972-444-5905
vince.gitch@verizon.com

January 23, 2019

Allyson Davies
Deputy City Attorney
Office of the City Attorney
City of Charlottesville
PO Box 911
Charlottesville, VA 22902
(p) (434) 970-3131

Delivered via email to: daviesa@charlottesville.org

Subject: Renewal of Telecommunications Franchise for MCI Communications Services, Inc.

Dear Ms. Davies:

Verizon, through its wholly owned subsidiary MCI Communications Services, Inc., has agreed to enter into a renewal of the enclosed Telecommunications Franchise Agreement with the City of Charlottesville, Virginia. The Telecommunications Franchise Agreement will enable MCI Communications Services, Inc. to occupy City of Charlottesville Public Rights-of-Way for its existing fiber optic telecommunications network in accordance with the agreed upon terms and conditions specified in the Agreement.

Please contact me at 972-444-5905 or via email at vince.gitch@verizon.com concerning this matter.

Sincerely,

A handwritten signature in cursive script that reads "Vince Gitch".

Vince Gitch
Right-of-Way Specialist

MCI COMMUNICATIONS SERVICES, INC.
TELECOMMUNICATIONS FRANCHISE

TABLE OF CONTENTS

ARTICLE I.....	1
SECTION 101 PURPOSE AND SCOPE.....	1
SECTION 102 AUTHORITY TO MANAGE THE RIGHT OF WAY.....	1
SECTION 103 DEFINITIONS.....	2
ARTICLE II	2
SECTION 201 INITIAL INSTALLATION	2
SECTION 202 SUBSEQUENT INSTALLATION	2
SECTION 203 INSPECTION BY THE CITY	3
SECTION 204 AUTHORITY OF THE CITY TO ORDER CESSATION OF EXCAVATION.....	3
SECTION 205 LOCATION OF POSTS, POLES, CABLES AND CONDUITS	4
SECTION 206 OBSTRUCTION OF THE PROW	4
ARTICLE III.....	5
SECTION 301 ADMINISTRATION OF THE PUBLIC RIGHTS OF WAY	5
SECTION 302 SUBMISSION OF PROW PLAN	5
SECTION 303 GOOD CAUSE EXCEPTION	5
SECTION 304 DECISION ON PROW PLAN BY THE DIRECTOR	5
SECTION 305 MAPPING DATA	6
ARTICLE IV	6
SECTION 401 COMPLIANCE WITH ALL LAW AND REGULATIONS	6
ARTICLE V	6
SECTION 501 RELOCATION OF COMPANY FACILITIES WITHIN THE PUBLIC RIGHTS-OF WAY	6
SECTION 502 RIGHTS-OF WAY PATCHING AND RESTORATION	7
ARTICLE VI.....	9
SECTION 601 INDEMNIFICATION AND LIABILITY	9
SECTION 602 WAIVER BY THE CITY	10
SECTION 603 INSURANCE.....	10
SECTION 604 NEGLIGENCE AND INTENTIONAL ACTS	11
ARTICLE VII	11
SECTION 701 GENERAL REQUIREMENT OF A PERFORMANCE BOND	11
SECTION 702 CHANGED AMOUNT OF THE PERFORMANCE BOND.....	11
SECTION 703 PURPOSE OF PERFORMANCE BOND.....	12
SECTION 704 FEES OR PENALTIES FOR VIOLATIONS OF THE ORDINANCE.....	13
ARTICLE VIII.....	13
SECTION 801 COMPENSATION/PROW USE FEE.	13
SECTION 802 FRANCHISING COSTS.....	13
SECTION 803 NO CREDITS OR DEDUCTIONS.....	13
SECTION 804 REMITTANCE OF COMPENSATION/LATE PAYMENTS, INTEREST ON LATE PAYMENTS.....	14

ARTICLE IX	14
SECTION 901 RESERVATION OF ALL RIGHTS AND POWERS.....	14
SECTION 902 SEVERABILITY.....	14
ARTICLE X	15
SECTION 1001 MAINTENANCE OBLIGATION.....	15
SECTION 1002 TREE TRIMMING.....	15
ARTICLE XI	15
SECTION 1101 INITIAL TERM OF TELECOMMUNICATIONS FRANCHISE	15
SECTION 1102 APPLICATION FOR NEW TELECOMMUNICATIONS FRANCHISE	15
SECTION 1103 OPERATION OF FACILITIES OWNED BY THE COMPANY WHILE RENEWAL IS PENDING .	16
ARTICLE XII	16
SECTION 1201 NOTICE	16
SECTION 1202 EMERGENCY NOTIFICATION.....	16
SECTION 1203 REGISTRATION OF DATA	17
ARTICLE XIII	17
SECTION 1301 TERMINATION OF TELECOMMUNICATIONS FRANCHISE.....	17
ARTICLE XIV	18
SECTION 1401 REMOVAL OF FACILITIES FROM THE PUBLIC RIGHTS-OF-WAY	18
SECTION 1402 ABANDONMENT OF FACILITIES OWNED BY THE COMPANY IN THE PUBLIC RIGHTS-OF-WAY.....	18
ARTICLE XV	18
SECTION 1501 PRIOR WRITTEN CONSENT FOR ASSIGNMENT	18
SECTION 1502 SUCCESSORS AND ASSIGNS.....	19
ARTICLE XVI	19
SECTION 1601 NONEXCLUSIVE FRANCHISE	19
ARTICLE XVII	19
SECTION 1701 ALL WAIVERS IN WRITING AND EXECUTED BY THE PARTIES	19
SECTION 1702 NO CONSTRUCTIVE WAIVER RECOGNIZED.....	19
ARTICLE XVIII	20
SECTION 1801 NO DISCRIMINATION.....	20
ARTICLE XIX	20
SECTION 1901 FORCE MAJEURE.....	20
ARTICLE XX	20
SECTION 2001 EFFECTIVE DATE.....	20

**AN ORDINANCE
GRANTING A TELECOMMUNICATIONS FRANCHISE TO
MCI COMMUNICATIONS SERVICES, INC., 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 MCI Communications Services, Inc. (the “Company”), its successors and assigns, is hereby granted a telecommunications franchise for a period of five (5) years from the effective date hereof and is hereby authorized and empowered to erect, maintain and operate certain communications 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 MCI Communications Services, Inc., including its subsidiaries, 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

Upon the effective date of this Ordinance, the Company already has Facilities installed, and the location of major or significant installation of equipment, lines, cables or other Facilities by the Company is 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 substantial, 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 voluntarily and in the Company's sole discretion 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 travel upon the public roadways by 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 written 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 response 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 for the purpose of enabling improved utility services, public works services or roadway enlargement, 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 to all utilities or other parties who disturb the PROW. 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 industry standards which may be reasonably determined by, and with the materials determined to be industry standard 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 as set forth above.

502.4 GUARANTEES: The Company guarantees its restoration work shall meet industry standards and that such restoration work shall be of a standard free of any defects for at least 24 months following such restoration including sufficient restoration of plantings and turf such that these plantings shall be viable for a period of at least 12 months. Restoration 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 Right 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 and to a standard approved 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, and provided the suit or claim is not based upon the negligence of the City. 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 commercial general liability insurance in a form reasonably satisfactory to the City Attorney, which must provide:

- (a) evidence that an insurance policy has been issued to the Company by an insurance company licensed, permitted or authorized to do business in the State of Virginia;
- (b) evidence that the Company is insured against claims for bodily injury, including death and property damage arising out of (i) the use and occupancy of the Public Rights-of-Way by the Company and its employees including products/completed operations, and damage of underground Facilities and collapse of property;
- (c) verification that the policy has a combined single limit coverage of two million dollars (\$2,000,000) per occurrence for bodily injury and property damage and two million dollars (\$2,000,000) general aggregate.

The policy shall include the City as an additional insured party as their interest may appear under this Agreement, and the Company shall provide the City Attorney with a certificate of such coverage upon execution of this franchise.

The Company shall provide the City with thirty (30) days prior written notice of cancellation of any required coverage.

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 as authorized, 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, if any and only to the extent existing under current law, 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.

Also, nothing in this Ordinance or agreement is intended to alter, amend, modify or expand the taxes or fees that may be lawfully assessed on Company pursuant to existing statutes, regulations or ordinances. And nothing in this Ordinance or agreement is intended to waive or eliminate any right Company may have pursuant to statute, regulation, case law or contract for reimbursement of costs concerning relocation of facilities, or concerning public grants or funding.

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:

MCI Communications Services, Inc.
Attn: General Counsel
One Verizon Way
Basking Ridge, NJ 07920

To the City:

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

Copy To
Mike Yancey
Verizon – Network Engineering
1146 5th 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 overnight carrier 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:

Emergency contact for
afterhours/weekends/holidays:

Verizon Network Management Center
800-873-7866; Option #1 then Option #2

Senior Manager for Mid-Atlantic:
Mike Yancey
Cell: (571) 436-3530
Email: m.yancey1@verizon.com

To the City:

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

Paul Oberdorfer, 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____.

___Kyna Thomas, Clerk of Council

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

MCI COMMUNICATIONS SERVICES, INC.

By _____

Its _____

Date _____

This page intentionally left blank

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



City School Board's Adopted FY 2019 Budget

PowerPoint Presentation



FY 2020 School Budget

MONDAY MARCH 4, 2019



Making Progress – Moving Forward



photo credit: VMDO/Tom Daly



- Excellent on-time graduation rate (92.6%)
- Expanded honors-option courses
- Family engagement/outreach efforts
- Plummeting suspension rates
- Commitment to equity
- Emphasis on social-emotional learning and mental wellness
- Clark School modernization!



Climbing Higher – Moving Ahead



- Implementing new strategies to address national teachers' shortage, particularly for teachers of color
- Removing barriers and supplying supports so *all* students find opportunity and success
- Planning for growing resident enrollment and its impact on school capacity
- Reconfiguring schools with preschool center, K-5 elementary, and 6-8 middle school to better serve our community



Operating Budget Proposal

Budget Changes



NON-DISCRETIONARY EXPENSES/CONTRACTS	AMOUNT
Health Insurance Increase 8%	372,542
City Standard Contracts - Transportation and Maintenance	100,477
Piedmont Regional Education Program	77,265
Career and Technical Education Contract - CATEC	18,677
Add FY 18 Net Revenue to Budgetary Fund Balance	156,414
Net Adjustments to Other Contract Services & All Other Line Item Updates	<i>(98,833)</i>
COMPENSATION	
Move eligible Teachers up one step plus 3.75% - average increase 5%	1,555,538
Move eligible Staff up one step plus 2.75% - average increase 4%	671,671
Move pay scales impacted by Living Wage for Custodial, Instructional Assistants, and Nutritional Staff	423,789

Budget Changes



REF.	GOAL	CONTINUATION OF GRANT FUNDED PROGRAMS	AMOUNT	FTE
30	AE1,3,& SS4	Maintain AVID Program	25,000	
31	AE2,SS4,& OS8	Maintain Extending the Bridges of Literacy (EBL)	18,000	
37	AE1	Maintain WALK Support	30,000	
27	AE1,3 & SS5	Maintain Walker Swim Support	-	
REF.	GOAL	SCHOOL-BASED PROGRAM SUPPORTS & IMPROVEMENTS	AMOUNT	FTE
24	AE3	Add Buford AVID Teacher	-	0
25	AE3	Add Math Teacher	-	0
26	AE3 & SS4	Add Clark SEAL Instructional Assistant	35,152	1
28	AE3	Increase SPED Transportation Services (REDUCED)	33,460	
29	AE1,2,&3	Add ISTEM Teacher	-	0
32	AE2 & SS4	Add PreK-2 Family Connections Facilitator	97,480	1
33	OS7 & 9	Add Director of Pupil Transportation Services	18,325	1
34	SS6	Security Improvements (required local funds to support \$250K grant)	-	
35	AE3 & SS4	Family Connections – Instructional Materials	-	
36	AE2 & OS7,8	Increase Tuition Reimbursement	7,000	
38	SS6	Increase Trash & Compost Contract Services	7,880	
39	AE3 & OS7	Add Burnley-Moran Teachers	169,244	2
40	AE3 & OS7	Add Jackson-Via Teacher	84,622	1
41	OS7,8 & SS4	Increase Substitute Pay Rates	22,415	
42	OS8	Restructure New Teacher Mentoring Program	-	

Budget Changes



REF.	GOAL	SCHOOL OPERATIONS		
43	OS9	Serenic K12 Annual Maintenance & Support Fee	65,275	
44	OS9	Network Bandwidth Expansion	7,752	
45	OS9	Two-Factor Authentication / Acct. Security	32,815	
		OTHER REDUCTIONS		
		Elementary Teacher	(84,622)	(1)
GENERAL FUND TOTAL NET EXPENSES			3,847,338	

Other Budget Changes & Summary



REVENUES	
State/Medicaid	554,168
Local/Other	(75,251)
Estimate from City / Request	3,368,421
GENERAL FUND TOTAL NET REVENUES	3,847,338



Local Support is Key for Addressing Budget Priorities

Reductions & Cuts

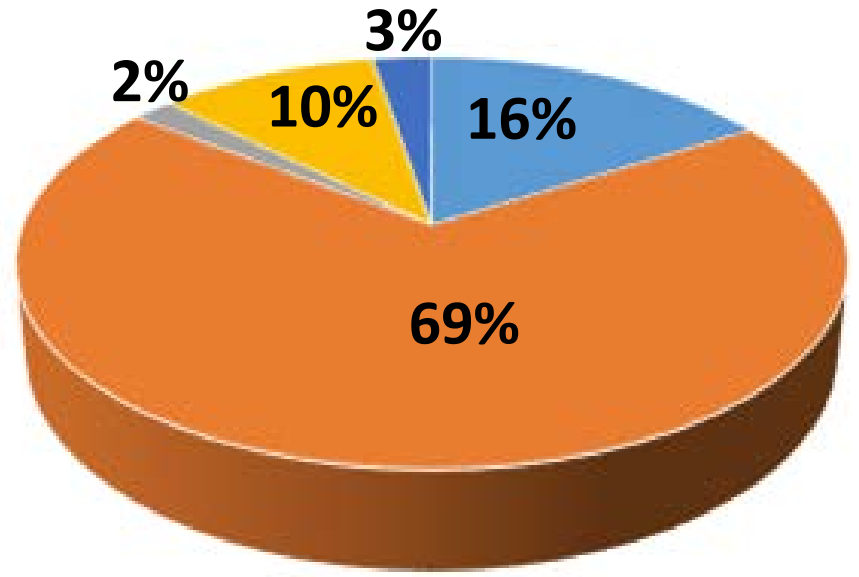


		NON-DISCRETIONARY EXPENSES/CONTRACTS	AMOUNT
		Net Adjustments to Other Contract Services & All Other Line Item Updates	1,134
REF.	GOAL	CONTINUATION OF GRANT FUNDED PROGRAMS	AMOUNT
27	AE1,3 & SS5	Maintain Walker Swim Support	5,000
REF.	GOAL	SCHOOL-BASED PROGRAM SUPPORTS & IMPROVEMENTS	AMOUNT
24	AE3	Add Buford AVID Teacher	84,622
25	AE3	Add Math Teacher	84,622
28	AE3	Increase SPED Transportation Services	100,000
29	AE1,2,&3	Add ISTEM Teacher	84,622
34	SS6	Security Improvements (required local funds to support \$250K grant)	75,000
35	AE3 & SS4	Family Connections - Instructional Materials	50,000
42	OS8	Restructure New Teacher Mentoring Program	15,000
TOTAL REDUCTIONS & CUTS FROM REQUEST			500,000

Proposal Overview



Non-Discretionary Expenses/Contracts	626,542	16%
Compensation	2,650,998	69%
Continuation of Grant Funded Programs	73,000	2%
School-Based Program Supports & Improvements (net)	390,956	10%
School Operations	105,842	3%
	3,847,338	



- Non-Discretionary Expenses/Contracts
- Compensation
- Continuation of Grant Funded Programs
- School-Based Program Supports & Improvements (net)
- School Operations

Overall Budget Summary



	General Fund	Special Revenue Funds	TOTAL
FY 2019	69,658,767	14,403,919	84,062,686
FY 2020	73,511,105	14,544,025	88,055,130
Changes	3,852,338	140,106	3,992,444
	5.53%	0.97%	4.75%



Our Mission:
Every Learner. Every Day. Everyone.

This page intentionally left blank

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



Agenda Date:	March 4, 2019
Action Required:	None
Presenter:	Michael Murphy, Interim City Manager
Staff Contacts:	Leslie Beauregard, Assistant City Manager Ryan Davidson, Sr. Budget and Management Analyst Krisy Hammill, Sr. Budget and Management Analyst
Title:	Presentation – City Manager’s Proposed F.Y. 2020 Budget

Background:

At the first Council meeting in March of each year, the City Manager formally presents the proposed budget to City Council and the public. This is followed by a series of public hearings, work sessions, a community budget forum and a final vote on the budget no later than April 15th. This item begins the F.Y. 2020 budget discussions and deliberations.

Discussion:

The total General Fund Budget for F.Y. 2020 is proposed to be **\$188,800,371**, a **5.05%** increase over F.Y. 2019. The proposed budget also includes a **\$35.1 million** Capital Improvement Program budget in F.Y. 2020.

Community Engagement:

There are several opportunities for the community to provide input into the budget. More information on each of the work sessions can be found at www.charlottesville.org/budget. A few minutes are reserved at the end of each budget work session for public comment.

Proposed City and Adopted School Budgets Presented to Council	March 4, 2019	6:30 PM	Council Chambers
Council Work Session <i>F.Y. 2020 Budget</i>	March 7, 2019	6:00 – 8:00 PM	City Space
Council Work Session <i>F.Y. 2020 Budget</i>	March 14, 2019	6:00 – 8:00 PM	City Space
Community Budget Forum	March 16, 2019	1:00 – 3:00 PM	Key Rec. Center
First Budget and Tax Rate Public Hearings	March 18, 2019	6:30 PM	Council Chambers

Council Work Session <i>F.Y. 2020 Budget</i>	March 19, 2019	6:00 – 8:00 PM	Water St. Center
Council Work Session (Tentative) <i>F.Y. 2020 Budget</i>	March 27, 2019	6:00 – 8:00 PM	City Space
Second Budget Public Hearing/ Budget Approval First Reading/ Tax Levy Approval First Reading	April 1, 2019	6:30 PM	Council Chambers
Budget and Tax Levy Approval Second Reading	April 8, 2019	2:00 PM	City Hall Second Floor Conference Room

Alignment with City Council’s Vision and Strategic Plan:

The proposed budget aligns with City’s F.Y. 2018 – 2020 Strategic Plan detailed throughout the budget document.

Budgetary Impact:

The presentation alone has no budgetary impact.

Recommendation:

N/A

Alternatives:

N/A

Attachments:

The City’s proposed budget document and work session information are posted at www.charlottesville.org/budget.

This page intentionally left blank

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



Agenda Date:	March 4, 2019
Action Required:	Ordinance Adoption
Presenter:	Carrie Rainey, City Planner, Neighborhood Development Services
Staff Contacts:	Carrie Rainey, City Planner, Neighborhood Development Services
Title:	Critical Slope Waiver Request at 900-1000 First Street South (CRHA)

Background:

The Charlottesville Redevelopment and Housing Authority (CRHA) requests a waiver from Section 34-1120(b) of the City Code (Critical Slope Ordinance) to allow for the construction of multi-family dwelling units, parking lots, and related improvements at 900-1000 First Street South (Tax Map 26 Parcel 115). The subject property has street frontage on First Street South and Hartmans Mill Road.

Existing critical slopes areas located on this Property include 0.82 acres or 27% percent of the project site. The applicable definition of “critical slope” is as follows:

Any slope whose grade is 25% or greater, and (a) a portion of the slope has a horizontal run of greater than 20 feet, and its total area is 6,000 SF or greater, and (b) a portion of the slope is within 200 feet of a waterway. See City Code Sec. 34-1120(b)(2).

The Planning Commission discussed the critical slope waiver request at the February 12, 2019 meeting. The full critical slope waiver request application package and updated SUP application package can be viewed at: http://widget.charlottesville.org/neighplan/PC_02122019.pdf

Discussion:

Per Sec. 34-1120(b)(6)(3), City Council (in granting a modification or waiver) may allow the disturbance of a portion of the slope, but may determine that there are some features or areas that cannot be disturbed. These include, but are not limited to: large stand of trees, rock outcroppings and slopes greater than 60%.

The following information is relevant to the evaluation of this request:

- Large stands of trees: **The rear of the Site is wooded**
- Rock outcroppings: **None**
- Slopes greater than 60%: **None**
- Waterway within 200 feet: **Pollocks Branch**
- Location of other areas of the Property, outside critical slopes areas, that fit the definition of a “building site” and could accommodate this proposed development: **The majority of the proposed building footprints and parking areas, and related grading/ land disturbance, are located outside of the critical slopes areas. Based on the information available to staff at this time: the proposed development, as shown with surface parking, could not be conducted without disturbing critical slope areas. However, a development of similar use and residential density could potentially be accommodated outside of critical slope areas with a different site design.**

Among the matters discussed by the Planning Commission at their February 12, 2019 meeting were the following:

- The importance of the Strategic Investment Plan, which emphasizes walkability to downtown, and a desire to take advantage of parks and passive recreation.
- The importance of proper preservation of existing trees to be preserved in order to ensure their continued health.
- The importance of constructing the buildings close to 1st Street first in order to establish erosion and stormwater measures in uphill to further protect the critical slopes.
- The construction on the critical slopes wherein the easternmost building may have greater impacts for access.

Alignment with Council Strategic Plan:

The project supports Goal 1 (An Inclusive City of Self-sufficient Residents) of City Council’s Strategic Plan through objective 1.2, increase affordable housing options.

Community Engagement:

Property owners within 500-feet of the subject properties were notified of the Planning Commission’s February 12, 2019 meeting, wherein the critical slopes waiver request would be discussed and a recommendation made, per Section 34-1220(b)(6)(b). The following comments were provided during Matters by the Public:

- A representative from Piedmont Environmental Council urged the Planning Commission to ensure the application is handled with the upmost care. He discussed the importance of Pollocks Branch, which is an important north-south connection in a future trails system and the potential impacts of the development on Pollocks Branch. He noted the staff-

provided conditions helped to relieve concerns regarding potential impacts, and was particularly glad one condition covered planting native species.

- An organizer from the Legal Aid Justice Center, who is on the Advisory Council for the Public Housing Association of Residents. She noted they have reached close to one-half of the residents of the currently occupied portions of the property. One of the strongest messages she has heard is “make it happen fast.” The tax credit application has been challenging, but deadlines are being met and input has been gathered along the way. There are significant conditions that are making life precarious for families in many ways in the existing units.

Budgetary Impact:

No direct budgetary impact is anticipated as a direct result of approving the critical slope waiver for the applicant’s parcel.

Planning Commission Recommendation:

The Planning Commission took the following action:

Mr. Heaton moved to recommend approval of this application for a critical slope waiver with conditions on the basis that the public benefits of allowing the disturbance outweigh the benefits afforded by the existing undisturbed critical slope, per Section 34-1120(b)(6)(d)(i) and due to unusual physical conditions, or the existing development of the property, compliance with the City’s critical slopes regulations would prohibit or unreasonably restrict the use or development of the property, per Section 34-1120(b)(6)(d)(ii).

Ms. Dowell seconded the motion. The Commission voted 6-0 to recommend approval of the application for a critical slope waiver with the following conditions:

1. Require erosion and sediment control measures that exceed minimum requirements in order to mitigate potential impacts to undisturbed critical slopes areas, per Section 34-1120(b)(1)(a-c), including but not limited to:
 - a. Silt fence with wire reinforcement and six (6) feet stake spacing, and
 - b. Other measures in excess of minimum requirements determined by City Engineering Staff to be necessary to protect Pollocks Branch from sedimentation.
2. The critical slope area outside of approved encroachment boundaries shall be clearly marked in the field, and the approved stormwater management plan and construction plan shall include a note requiring such limits of disturbed area to remain for the duration of construction and land disturbing activities.
3. Final stabilization of the areas of critical slopes disturbed shall be permanent measures to include replanting of native tree and shrub species to restabilize the critical slopes and potential wildlife habitat.

4. Memorialize construction methods presented by the applicant to phase construction of the buildings (the first two buildings adjacent to 1st Street to be constructed first) in order to create a better stabilized site and create a more efficient erosion measure.
5. Prior to disturbance at the site, install a fixed, immovable barrier to protect root zones of existing trees identified to be preserved at the drip line to remain throughout full completion of the construction.

Staff recommends Condition 5 is modified to the following, as the number of preserved trees as shown on the final site plan presented to the Planning Commission will likely be modified due to proposed utility work:

Prior to disturbance at the site, install a fixed, immovable barrier to protect root zones of existing trees identified **on the approved final site plan** to be preserved at the drip line to remain throughout full completion of the construction.

Alternatives:

City Council has several alternatives:

- (1) by motion, take action to approve the attached resolution for the critical slope waiver with conditions (as recommended by the Planning Commission);
- (2) by motion, take action to approve the critical slope waiver without conditions;
- (3) by motion, take action to deny the critical slope waiver; or
- (4) by motion, defer action consideration of the critical slope waiver.

Attachments:

- A. Proposed Resolution
- B. Critical Slope Waiver Request Application and Exhibits, received December 14, 2018 and February 6, 2019

**RESOLUTION APPROVING A REQUEST FOR
WAIVER OF CRITICAL SLOPES
PROVISIONS PURSUANT TO CITY CODE SECTION 34-1120(B)(6)
FOR 900-1000 FIRST STREET SOUTH (CRHA)**

WHEREAS, Charlottesville Redevelopment and Housing Authority (CRHA), Applicant and owner of property designated on City Tax Map 26 as Parcel 115, addressed as 900-1000 First Street South (the "Property"), seeks a waiver of the critical slopes requirements of City Code Sec. 34-1120(b) to allow for construction of multi-family dwelling units, parking lots, and related improvements on the Property (the "Project"); and

WHEREAS, the Planning Commission considered this request at their regular meeting on February 12, 2019, and recommended approval of the request for a waiver of the critical slopes requirements, pursuant to City Code Sec. 34-1120(b), subject to conditions; and

WHEREAS, upon consideration of the information and materials provided by the applicant, and the recommendation of the Planning Commission, the City Council finds and determines pursuant to City Code Sec. 34-1120(b)(6)(3) that the benefits of allowing disturbance of the critical slopes in connection with the Project outweigh the public benefits of the undisturbed slopes; now, therefore,

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that the request by CRHA for a waiver of the critical slopes requirements for the above-described Project to be developed on the Property, is hereby granted, subject to the following conditions:

1. Landowner shall provide erosion and sediment control measures that exceed minimum requirements, in order to mitigate potential impacts to undisturbed critical slopes areas, per Section 34-1120(b)(1)(a-c), including but not limited to:

- a. Silt fence with wire reinforcement and six (6) feet stake spacing; and
- b. Other measures in excess of minimum requirements determined by City Engineering Staff to be necessary to protect Pollocks Branch from sedimentation.

2. The critical slope area outside of approved encroachment boundaries shall be clearly marked in the field, and the approved stormwater management plan and construction plan shall each include a note requiring such limits of disturbed area to remain as established for the duration of construction and land disturbing activities.

3. Final stabilization of the areas of critical slopes disturbed shall be permanent measures to include replanting of native tree and shrub species for restabilization of the critical slopes and potential wildlife habitat.

4. The final site plan shall include construction methods presented by the applicant to phase construction of the buildings, so that the first two buildings adjacent to 1st Street will be the first to be constructed, in order to create a better stabilized site during construction and to facilitate more effective erosion and sediment control measures.

5. Prior to commencing any land disturbance within the development site, Landowner

shall install a fixed, immovable barrier to protect root zones of each existing tree, at the drip line, for trees that have been identified within the final site plan as trees to be preserved. This root protection barrier shall remain in place until final completion of all construction.



WAIVER REQUEST FORM

RECEIVED

DEC 14 2018

Please Return To: City of Charlottesville
Department of Neighborhood Development Services
PO Box 911, City Hall
Charlottesville, Virginia 22902
Telephone (434) 970-3182

NEIGHBORHOOD DEVELOPMENT SERVICES

Fax (434) 970-3359

For a Critical Slopes Waiver Request, please include one of the following application fees: \$75 for single-family or two-family projects; \$500 for all other project types. **additional application form required*
For all other Waiver Requests, please include one of the following application fees: \$50 for single-family or two-family projects; \$250 for all other project types.

Project Name/Description South First St Apartment Parcel Number 260115000

Address/Location 900-1000 1st & South

Owner Name CRHA Applicant Name Ashley Davies, Riverbend Development

Applicant Address: 455 Second St SE, 5th Floor, Charlottesville, VA 22902

Phone (H) 434-409-9127 (W) 434-245-4971 (F) _____

Email: ashley@riverbenddev.com

Waiver Requested (review Zoning Ordinance for items required with waiver submissions):

- Sidewalk
- Drainage/Storm Water Management
- *Contact Staff for Supplemental Requirements
- Off-street Parking
- Site Plan Review
- Lighting
- Landscape
- Signs
- Setbacks
- Critical Slopes **additional application form required*
- Communication Facilities
- Other
- Stream Buffer Mitigation Plan

Description of Waiver Requested: critical slopes waiver in case of any minor encroachment of building footers

Reason for Waiver Request: same as above

Ashley Davies
Applicant Signature

12/13/2018
Date

Property Owner Signature (if not applicant)

12/13/2018
Date

For Office Use Only:

Date Received: 12/14/2018

Review Required: Administrative _____ Planning Commission _____ City Council _____

Approved: _____ Denied: _____

Director of NDS

Comments: _____

0T18-00638

City of Charlottesville
CRITICAL SLOPES WAIVER REQUEST SUPPLEMENT

Please review city zoning ordinance section 34-1120(b) “Critical Slopes” and submit a completed Waiver Application Form, Critical Slopes Waiver Request Supplement and a Critical Slope Exhibit*.

Applicant: *Ashley Davies, Riverbend Development*

Property Owner: *Charlottesville Redevelopment & Housing Authority*

Project Description: What are you proposing to do on this site? *Multifamily*

Existing Conditions: *Playground and fields*

Total Site Area: *3 acres*

Zoning (if applying for rezoning-please note existing and intended change): *R-3*

Percentage of Area that is made up of critical slopes - meets criteria set forth in Sec. 34-1120(b)(2) *Definition of critical slope: greater than or equal to 25% slopes and a) a portion of the slope has a horizontal run of greater than twenty (20) feet and its area is six thousand (6,000) square feet or greater; and b) a portion of the slope is within two hundred (200) feet of any waterway:*

Total Critical Slope Area:

Critical slopes make up 0.53 acres of the site’s 3 acres, or 17.9% of the site area. Areas of slope that are adjacent to the property frontage do not qualify as critical slopes because they are more than 200 feet from a waterway.

Critical Slope Area Disturbed:

We anticipate that 0 acres of the total critical slope area identified above will be disturbed, or 0 % of the total critical slope area. Proposed critical slope area to be disturbed is 0 % of the site area.

***Critical Slope Exhibit:** Survey indicating location and area of critical slopes and what portions of critical slopes are proposed to be disturbed. Survey should be prepared, sealed, signed and dated by a professional engineer or land surveyor licensed to practice within the Commonwealth of Virginia.

This application should be used to explain how the proposed project meets some or all of the requirements as described in Section 34-1120(6) “Modification or waiver.” The applicant is expected to address finding #1 and/or finding #2 and justify the finding by utilizing the “critical slope provisions” as a guide. Completing this application will help staff make their recommendation to the Planning Commission and City Council.

City Council may grant a modification or waiver, upon making one or more of the following findings:

Finding #1: The public benefits of allowing disturbance of critical slope outweigh the public benefits of the undisturbed slope(public benefits include, but are not limited to, stormwater and erosion control that maintains the stability of the property and/or the quality of adjacent or environmentally sensitive areas; groundwater recharge; reduced stormwater velocity; minimization of impervious surfaces; and stabilization of otherwise unstable slopes)

The proposed project is designed to preserve all critical slopes. This waiver is being submitted because some of the building footprints are close to areas of critical slopes, therefore this waiver is being requested should some minor disturbance of slope areas be necessary to accommodate building footers. The primary public benefit of this project is providing a development that is 100% affordable units to our community.

Finding #2. Due to unusual size, topography, shape, location, or other unusual physical conditions, or existing development of a property, one (1) or more of these critical slopes provisions would effectively prohibit or unreasonably restrict the use, reuse or redevelopment of such property or would result in significant degradation of the site or adjacent properties.

The site design as proposed protects the critical slopes on the property. This waiver is only submitted in case some very minor disturbance to the areas of slope furthest from the stream is necessary.

Please address how Finding #1 and/or Finding #2 will be met utilizing the “critical slope provisions” noted below.

1. Erosion affecting the structural integrity of those features.

Structural integrity of critical slopes is preserved through the proposed layout. In fact, the plan completely avoids critical slopes intentionally.

2. Stormwater and erosion-related impacts on adjacent properties.

Stormwater is handled via on-site detention facilities and areas near the existing stream are left undisturbed.

3. Stormwater and erosion-related impacts to environmentally sensitive areas such as streams and wetlands.

There are no proposed impacts to environmentally sensitive areas of the site.

4. Increased stormwater velocity due to loss of vegetation.

No impacts to sensitive areas and vegetation on slopes and area near the stream is preserved.

5. Decreased groundwater recharge due to changes in site hydrology.

No impacts to groundwater recharge are anticipated.

6. Loss of natural or topographic features that contribute substantially to the natural beauty and visual quality of the community such as loss of tree canopy, forested areas and wildlife habitat.

Area proposed for redevelopment is not a natural or forested area.

Please list all attachments that should be viewed as support to the above explanations.

Preliminary Site Plan submittal entitled First Street South Apartments- Phase 1, dated 12/12/2018. This exhibit shows the proposed development as well as the areas of Critical Slopes as identified through the detailed survey of site topography.

Please sign the following statement.

I certify that, to the best of my knowledge, the information I have provided above is based on sound engineering and surveying data and that this site has been carefully inspected and reviewed for the purposes of completing this application accurately. I certify that as the property owner/applicant I have not given false information that may affect the decisions made regarding this development.

Property Owner

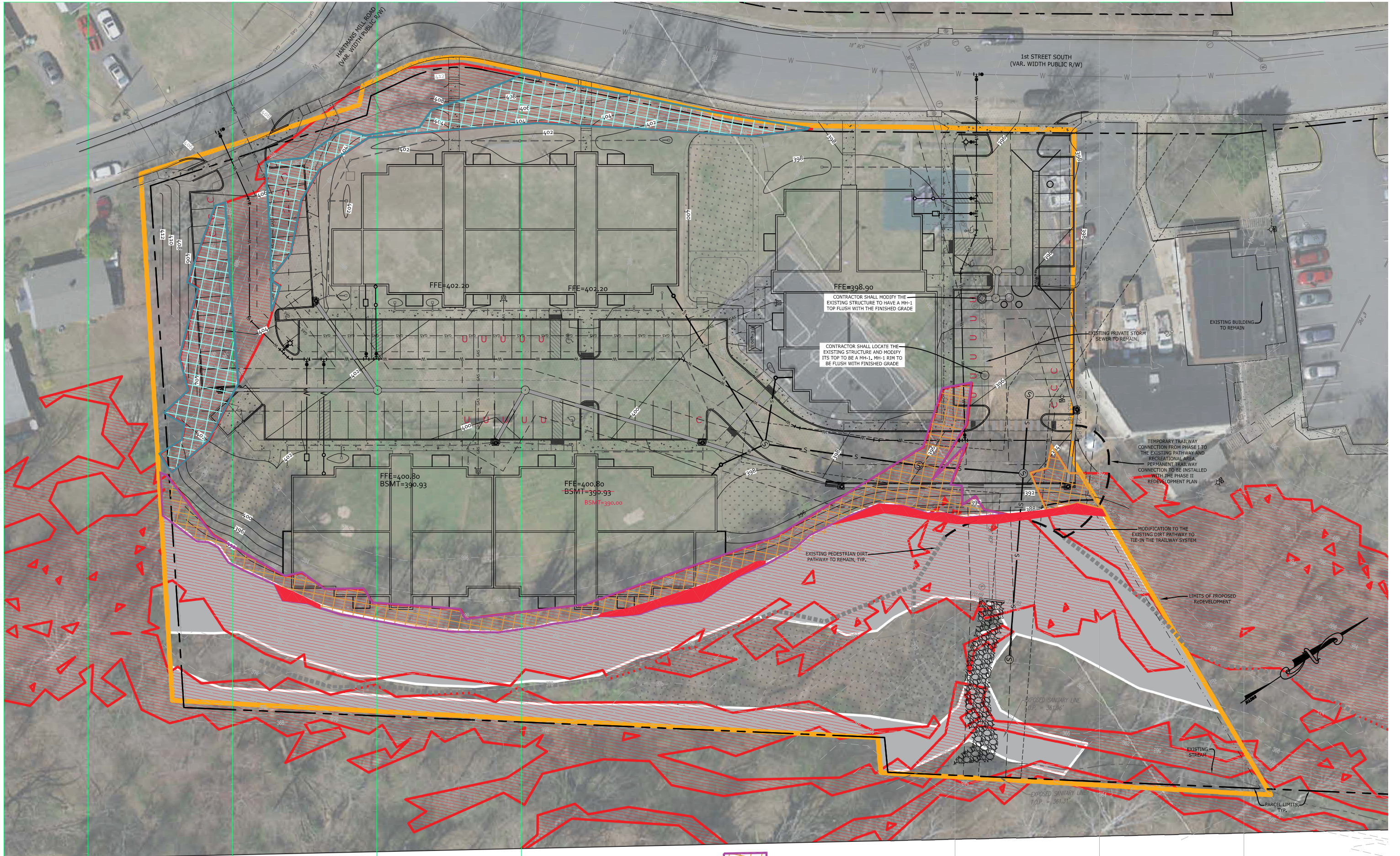
  12/13/2018

Applicant

Please do not write below this line. For office use only.

Planner's Comments/Recommendations:

Engineer's Comments/Recommendations:



City Critical Slopes Compared with Applicant Critical Slopes

- Limit of Proposed Redevelopment**
- City Critical Slope** (0.895 ACRES)
- Applicant Critical Slope** (0.545 ACRES)
- CITY CRITICAL SLOPE IMPACTS (ALONG STREAM) - 0.132 ACRES (14.8%)**
- CITY SLOPE IMPACTS (ALONG HARTMAN'S MILL ROAD) - 0.133 ACRES (14.9%)**
- APPLICANT SLOPE IMPACTS (ALONG STREAM) - 0.02 ACRES (3.7%)**



This page intentionally left blank

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



Agenda Date:	March 4, 2019
Action Required:	Adoption of Ordinance
Presenter:	Chief Andrew Baxter, Charlottesville Fire Department Battalion Chief Jay Davis, Fire Marshal, Charlottesville Fire Department
Staff Contacts:	Chief Andrew Baxter, Charlottesville Fire Department Battalion Chief Jay Davis, Fire Marshal, Charlottesville Fire Department
Title:	Adoption of the Charlottesville Fire Department Office of the Fire Marshal Fee Schedule

Background:

The adopted Virginia Statewide Fire Prevention Code (2015) (VSFPC) and Virginia Code Section 27-98 provide localities the authority to levy fees for the Local Fire Official's specific permitting and inspection activity. The City of Charlottesville has never elected to assess these fees. However, the increased pace and complexity of development in the City has strained the ability of the Charlottesville Fire Marshal's Office to effectively carry out these critical duties. The revenue generated from these permitting and inspection fees will partially offset expenditures associated with providing this essential public safety service.

Discussion:

The VSFPC requires the designated Local Fire Official to carry out facility inspections of certain occupancy types including hotels, licensed care facilities, and schools, among others. In addition, the VSFPC requires permits and/or inspections for a wide range of other fire and safety related activities including site plan reviews, fireworks permits, and tent inspections. The VSFPC includes a fee schedule for these activities.

The proposed ordinance will establish the Charlottesville Fire Department Office of the Fire Marshal Fee Schedule. The Revenue generated from the fire inspection and other related inspection and fire code enforcement and permitting activities will be utilized to offset expenses related to the VSFPC compliance and enforcement. The proposed fee schedule aligns directly with the current adopted fee schedule of the Albemarle County Fire Rescue Office of the Fire Marshal Fee Schedule.

Alignment with City Council’s Vision and Strategic Plan:

The Charlottesville Fire Department Office of the Fire Marshal Fee Schedule supports the City’s Strategic Plan Goal 2 – To Be a Healthy and Safe City - and Goal 3 – A Beautiful and Sustainable Natural and Built Environment.

Community Engagement:

The public will have the opportunity to provide feedback on the proposed ordinance during the Community Matters period of the City Council meeting.

Budgetary Impact:

Revenues from the Charlottesville Fire Department Office of the Fire Marshal Fee Schedule will partially offset expenses related to the provision of Community Risk Reduction services, specifically the application and enforcement of the VSFPC.

Recommendation:

Staff recommends implementation of the Charlottesville Fire Department Office of the Fire Marshal Fee Schedule.

Alternatives:

If the Charlottesville Fire Department Office of the Fire Marshal Fee Schedule is not adopted, the Fire Marshal’s Office will continue to provide these essential services without the ability to partially offset expenses.

Attachments:

Proposed Ordinance
Proposed Charlottesville Fire Department Office of the Fire Marshal Fee Schedule

ORDINANCE

WHEREAS, the City of Charlottesville (hereinafter “City”) adopted the Virginia Statewide Fire Prevention Code (hereinafter “VSFPC”) by enacting Charlottesville City Code §12-31; and

WHEREAS, Virginia Code §27-98 and Charlottesville City Code §12-31 authorize the City to levy fees to enforce the VSFPC.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE, that the Charlottesville City Council adopts the Charlottesville Fire Department Office of the Fire Marshall Fee Schedule attached to this Ordinance as Exhibit A.

CHARLOTTESVILLE FIRE MARSHAL PERMIT AND INSPECTION FEE SCHEDULE - Effective TBD

DESCRIPTION	PERMIT REQUIRED (YES OR NO)	PERMIT FEE	INSPECTION FEE
Dry Cleaning Plants			
An operational permit is required to engage in the business of dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment.	YES (Annual/Per Location)	\$200	See Inspection Fee Below
Explosives, Fireworks & Pyrotechnics			
An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosive, explosive materials, fireworks, pyrotechnic special effects, or pyrotechnic special effects material within the scope of Chapter 56. Exception: Storage in Group R-3 or R-5 occupancies of smokeless propellant, black powder and small arms primers for personal use, not for resale, and in accordance with the quantity limitations and conditions set forth in Section 5601.1, exception numbers four and twelve. VSFPC 2012	YES (Annual/Per Location)	\$200	See Inspection Fee Below
Exception: Storage in Group R-3 or R-5 occupancies of smokeless propellant, black powder and small arms primers for personal use, not for resale, and in accordance with the quantity limitations and conditions set forth in Section 5601.1, exception numbers four and twelve. VSFPC 2012	Fixed Facility: YES (Annual/Per Location)	\$200	See Inspection Fee Below
Note: Manufacture, storage, handling, sale of explosives, explosive materials and pyrotechnics requires annual permit and facility inspection with associated fees.	Site Storage: in addition to use (30 days)	\$200	See Inspection Fee Below
Use of explosives/blasting requires a use permit every 30 days with associated fees.	Use/Blasting: YES (Per Event - 30 days <u>maximum/location</u>)	\$500	NO
Fireworks and Pyrotechnic Special effects rule either wholesale (60 days retail or use/display per event-1 day).	Wholesale/Retail (fireworks): YES (60 days/location)	\$500	See Inspection Fee Below
	Display/Use (fireworks): YES (per event 1 day/location)	\$600	NO

CHARLOTTESVILLE FIRE MARSHAL PERMIT AND INSPECTION FEE SCHEDULE - Effective TBD

DESCRIPTION	PERMIT REQUIRED (YES OR NO)	PERMIT FEE	INSPECTION FEE																		
Hazardous Materials - (Annual/Per Location)																					
<p>Compressed gas. An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed below. Exception: Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">PERMIT AMOUNTS FOR COMPRESSED GASES</th> </tr> <tr> <th style="text-align: center;">TYPES OF GAS</th> <th style="text-align: center;">AMOUNT (cubic feet at NTP)</th> </tr> </thead> <tbody> <tr> <td>Corrosive</td> <td style="text-align: center;">200</td> </tr> <tr> <td>Flammable</td> <td style="text-align: center;">200</td> </tr> <tr> <td>Highly toxic</td> <td style="text-align: center;">Any Amount</td> </tr> <tr> <td>Inert and simple asphyxiant</td> <td style="text-align: center;">6,000</td> </tr> <tr> <td>Oxidizing (including oxygen)</td> <td style="text-align: center;">504</td> </tr> <tr> <td>Pyrophoric</td> <td style="text-align: center;">Any Amount</td> </tr> <tr> <td>Toxic</td> <td style="text-align: center;">Any Amount</td> </tr> </tbody> </table>	PERMIT AMOUNTS FOR COMPRESSED GASES		TYPES OF GAS	AMOUNT (cubic feet at NTP)	Corrosive	200	Flammable	200	Highly toxic	Any Amount	Inert and simple asphyxiant	6,000	Oxidizing (including oxygen)	504	Pyrophoric	Any Amount	Toxic	Any Amount	YES (Annual/Per location)	\$200	See Inspection Fee Below
PERMIT AMOUNTS FOR COMPRESSED GASES																					
TYPES OF GAS	AMOUNT (cubic feet at NTP)																				
Corrosive	200																				
Flammable	200																				
Highly toxic	Any Amount																				
Inert and simple asphyxiant	6,000																				
Oxidizing (including oxygen)	504																				
Pyrophoric	Any Amount																				
Toxic	Any Amount																				
Hot Work Operations - (Annual/Per Location)																					
<p>An operational permit is required for hot work including but not limited to:</p> <ol style="list-style-type: none"> 1. Public exhibitions and demonstrations where hot work is conducted. 2. Use of portable hot work equipment inside a structure. Exception: Work that is conducted under a construction permit. 3. Fixed-site hot work equipment such as welding booths. 4. Hot work conducted within a hazardous fire area. 5. Application of roof coverings with the use of an open-flame device. 6. When approved, the fire official shall issue a permit to carry out a Hot Work Program. This program allows approved personnel to regulate their facility hot work operation. The approved personnel shall be trained in the fire safety aspects denoted in this chapter and shall be responsible for issuing permits requiring compliance with the requirements found in this chapter. These permits shall be issued only to their employees or hot work operations under their supervision. 	YES (Annual/Per location)	\$200	See Inspection Fee Below																		
	YES (Annual/Per location)	\$200	See Inspection Fee Below																		
	Other: Per Event/Location YES (30 Day/Location)	\$100	NO																		

CHARLOTTESVILLE FIRE MARSHAL PERMIT AND INSPECTION FEE SCHEDULE - Effective TBD

DESCRIPTION	PERMIT REQUIRED (YES OR NO)	PERMIT FEE	INSPECTION FEE				
Open Flames & Candles							
An operational permit is required to use open flames or candles in connection with, out door events, assembly areas, dining areas of restaurants or drinking establishments.	YES (Annual/Per Location)	\$200 (Annual if Sole Permit) \$100 (If Ancillary to another Permit)	See Special Use/Event Permit Fee Below				
Temporary Membrane Structures and Tents							
<p>An operational permit is required to operate an air-supported temporary membrane structure or a tent.</p> <p>EXCEPTIONS:</p> <ol style="list-style-type: none"> 1. Tents used exclusively for recreational camping purposes. 2. Tents and air-supported structures that cover an area of 900 square feet or less, including all connecting areas or spaces with a common means of egress or entrance and with an occupant load of 50 or less persons. <p>Note: (permit good for 30 days with a maximum of 5 renewals (total of 180 days within a 12 month period allowed before tent must come down))</p>	<p>YES (Per Event - Good for 30 Days)</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">\$100 IF Application received 30 days before event</td> </tr> <tr> <td style="padding: 2px;">\$150 IF Application received 15-29 days before event</td> </tr> <tr> <td style="padding: 2px;">\$200 IF Application received 8-15 days before event</td> </tr> <tr> <td style="padding: 2px;">\$300 IF Application received 7 days before event</td> </tr> </table>	\$100 IF Application received 30 days before event	\$150 IF Application received 15-29 days before event	\$200 IF Application received 8-15 days before event	\$300 IF Application received 7 days before event	NO
\$100 IF Application received 30 days before event							
\$150 IF Application received 15-29 days before event							
\$200 IF Application received 8-15 days before event							
\$300 IF Application received 7 days before event							

CHARLOTTESVILLE FIRE MARSHAL INSPECTION

FEE SCHEDULE - Effective TBD

PURPOSE	DESCRIPTION	FEE
Facility Inspection Fees (in any fixed facility requiring a permit in Table 107.2 of the Fire Prevention Code)	Annual Inspection	First hours NO Charge \$100/hr. thereafter
Required Fire Inspection for Social Service License (Ex: Daycare/Adult Care etc.)	1 - 8 persons 9 - 20 persons 21 - 50 persons 51 - 100 persons 101 - 150 persons 151 - 200 persons 201 or more persons	\$25 \$50 \$100 \$200 \$300 \$400 (\$500 + \$50 for every 100 person over 201)
Re-Inspection Fee	After initial inspection, if ALL violations are corrected NO Charge. If not, each re-inspection incurs a fee until an agreement on remediation is reached or ALL violations are corrected.	\$0 (Violations Corrected \$100 (Per Inspection)
City Charlottesville Fire Marshal Office Plan Review Fee	Site Plans Sprinkler Plans Review Site Plan Meeting at NDS - (NO Fee) Fire Protection Site Inspections Special Use/Event Permit All Other	\$100 (per Set of Plans) \$100 (per Set of Plans) \$0 \$100 (per Inspection) \$50 (per Application) \$75 (per Event)
Mobile Food Units	Annual Inspection	\$100
Request for Fire Code Variance/Modification and City Charlottesville Fire Code Board of Appeals Request.	Similar to the Zoning Variance and Appeals Process to offset Cost of the Fire Board of Appeals Operations	\$350 (Application Fee)