

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF ALBEMARLE

CITY OF CHARLOTTESVILLE

CHARLOTTESVILLE-ALBEMARLE METROPOLITAN PLANNING ORGANIZATION

ROUTE 29 SOLUTIONS HYDRAULIC PLANNING STUDY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ____ day of _____, 2017 by and between the County of Albemarle, Virginia ("COUNTY"), the City of Charlottesville, Virginia ("CITY"), and the Charlottesville-Albemarle Metropolitan Planning Organization ("MPO").

Whereas, COUNTY, CITY and the MPO ("the Parties") in partnership with the Virginia Department of Transportation (VDOT), have expressed a mutual interest in establishing an agreeable framework for funding, coordinating and providing planning and engineering studies necessary to provide a Transportation and Land Use Development Plan for a small geographic area including the Route 29 Hydraulic, Route 250 By-pass and Hillsdale highway intersections and surrounding areas ("Small Area") that directly influence current and future traffic, bicycle and pedestrian travel patterns within this portion of the Route 29 Solutions Program (the "Project"); and

Whereas, the first two phases of the Project will consist of the development of a report addressing land use and preliminary engineering addressing transportation needs for the Project Area ("Small Area Plan"), and within this MOU the COUNTY, CITY and the MPO desire to establish a mechanism for funding and delivery of a Small Area Plan ("Phase I"); and

Whereas, the Parties acknowledge their intent to perform the requirements of Phase I Project planning in adherence to all applicable federal, state, and local laws, regulations, policies, and manuals, as they pertain to the purpose of this MOU;

Now therefore, in consideration of the mutual promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SCOPE OF MOU

The CITY, the COUNTY, and the MPO hereby set forth their understanding as to their respective responsibilities for participation in Phase I of the Project.

The Virginia Department of Transportation (VDOT) will be contracting with a planning consultant Kimley Horn and Associates to perform small area planning for the project at an approximate Phase I cost of \$ 460,000.00 ("VDOT's Budgeted Funds"). Sixty-thousand dollars (\$60,000) of those VDOT Budgeted Funds must be contributed by the CITY AND COUNTY.

MPO will manage VDOT's Budgeted Funds, guided by the Route 29 Solutions Hydraulic Advisory Panel consisting of twelve elected officials, staff, citizen planners and community business representatives.

The scope of the planning effort is to develop a conceptual land use plan for the defined study area to reflect preferred models for growth and urban form in this area, and to inform transportation

solutions to support this projected growth. The Hydraulic Small Area Plan study area is experiencing steady growth, increased development intensity, and pressure to grow in a denser, mixed-use development pattern that is unique to this portion of the County and the City. Understanding the impact and interaction of new development on the US Route 29 corridor and primary collector streets within the area is critical to inform future land use plans, local codes and policy documents guiding development in this area. The study area is located within the jurisdictions of both the City of Charlottesville and Albemarle County. Both jurisdictions, together with the MPO, seek to develop a conceptual approach to guiding development in the area and to have the study inform goals and possible solutions for continued improvements to transportation facilities to support anticipated growth. The attached consulting scope of services describes the services that will be provided by VDOT's consultant to complete the study.

The Project study area consists of the general area anchored by the Hydraulic Road – US Route 29 development node. The study area is defined as an area of approximately 600 acres (approximately 300 acres in city and approximately 300 acres in the county) with boundaries generally located as follows:

- Northern boundary = Greenbrier Drive / Whitewood Road
- Eastern boundary = Meadow Creek
- Southern boundary = US 250 Bypass
- Western boundary = N. Berkshire Road

The final Project boundary will be defined by the Hydraulic Planning Advisory Panel but is not expected to be very different from the above-described boundary.

II. PURPOSE

The purpose of this MOU is to provide a mechanism to manage VDOT's Budgeted Funds for the delivery of the Small Area Plan directing a transportation plan to be used to apply for transportation funding by September, 2018. The MPO, City, County and VDOT will be advised throughout by the Hydraulic Planning Advisory Panel. The VDOT Budgeted Funds will be applied to management of the Small Area Planning contract and associated planning of transportation improvements of the Project, community engagement, and staffing for planning consulting services.

III. RESPONSIBILITIES OF THE PARTIES

To the best of their knowledge, the Parties represent that the execution and performance of this MOU does not contravene any law, governmental rule or regulation, or any provision of any other MOU or Agreements to which CITY, COUNTY and the MPO are a party.

The Parties agree to the responsibilities set forth below.

Responsibilities of the MPO

1. Work within the guidelines outlined within by the Scope of Work of the contract between VDOT and Kimley Horn and Associates for the Hydraulic Small Area Plan.
2. The MPO will manage all direct and consulting work for Phase I of the Project (the Route 29 Hydraulic Study, land-use element—Small Area Plan). Provide Phase I Small Area Plan project management as required for the deliverable of a Small Area Plan for the Route 29 - Hydraulic area.
3. Provide matching funds and staff assistance to VDOT and contractual consultants in development and completion of Phase I Hydraulic Small Area Plan.

4. Programmatic and financial communication between VDOT, the Hydraulic Planning Advisory Panel, City and County staff, elected officials and planning commissions.
5. Deliver final Small Area Plan document to CITY and COUNTY.
6. Manage all VDOT Budgeted Funds for expenditure in accordance with this MOU, and keep and maintain adequate records documenting expenditures of the VDOT Budgeted Funds, consisting of \$400,000 provided by VDOT, \$30,000 provided by the CITY, and \$30,000 provided by the COUNTY. Expenditure of CITY and COUNTY funds provided in accordance with this MOU will be expended in a manner that draws on such funds on an equal (50%/ 50%) basis whenever local contributions are used to cover Project costs and expenditures.

Responsibilities of COUNTY

1. Appropriate and contribute \$30,000 of COUNTY funding to be included as part of the VDOT Budgeted Funds for the Small Area Plan.
2. Provide representatives, assistance and guidance to the Hydraulic Planning Advisory Panel.
3. Review and comment by the County Planning Commission of draft small area plan work.
4. Review, comment and consideration for recommendation to the Board of Supervisors by the County Planning Commission of the final small area plan.

Responsibilities of CITY

1. Appropriate and contribute \$30,000 of CITY funding to be included as part of the VDOT Budgeted Funds for the Small Area Plan.
2. Provide representatives, assistance and guidance to the Hydraulic Planning Advisory Panel.
3. Review and comment by the City Planning Commission of draft small area plan work.
4. Review, comment and consideration for recommendation to the City Council by the City Planning Commission of the final small area plan.

IV. PAYMENTS

The MPO will invoice CITY and COUNTY on or after March 1, 2017 in the amount of \$30,000 each. Upon receipt of the MPO's invoice, the CITY and the COUNTY will each deliver payment to the MPO in the amount specified by the invoice.

Any CITY or COUNTY funds not expended by the MPO for the Project will be returned by the MPO to the CITY or COUNTY, respectively, within 30 days of the final completion of the Small Area Plan and accompanying Smart Scale Funding application.

By their signatures to this Memorandum of Understanding the authorized agents of the CITY and COUNTY and MPO confirm (i) their understanding of the terms herein stated, establishing a mechanism for funding and management of the Project (Phase I Small Area Plan), and (ii) their desire to participate in the planning Project in accordance with the terms herein stated.

PARTIES:

County of Albemarle, Virginia

By Its Authorized Agent:

Doug Walker
Interim County Executive

Date

**Charlottesville-Albemarle Metropolitan Planning
Organization**

By Its Authorized Agent:



Charles P. Boyles, II
Executive Director



Date

City of Charlottesville, Virginia

By: Its Authorized Agent:

Maurice Jones
City Manager

Date