



Albemarle County

Legislation Text

File #: 19-390, **Version:** 1

AGENDA DATE: 7/17/2019

TITLE:

Lewis and Clark Drive Utilities Maintenance Agreement

SUBJECT/PROPOSAL/REQUEST: Approval of Agreement(s) related to the maintenance of culverts carrying utilities beneath the Lewis and Clark Drive roadbed.

ITEM TYPE: Regular Action Item

STAFF CONTACT(S): Richardson, Walker, Herrick, Graham, Benish, McDermott

PRESENTER (S): Kevin McDermott

LEGAL REVIEW: Yes

REVIEWED BY: Jeffrey B. Richardson

BACKGROUND: In June of 1996 the Board of Supervisors approved ZMA199500004 for the University Real Estate Foundation Research Park. As part of this rezoning, a proffer required the construction of "Road A", Lewis and Clark Drive, in the approximate location where it is now proposed to be constructed. A portion of this road was previously constructed to provide a connection from US Route 29 to Quail Run. The University of Virginia Foundation (the "Foundation") is now working to construct the extension of this road as called for in the development plan to make the connection to Innovation Drive and Airport Road. This connection is a high priority for the County to provide a continuous parallel route to US 29 through the Places 29 Development Area. A future proposed connection will connect this road to the recently extended Berkmar Drive.

STRATEGIC PLAN: Thriving Development Areas: Attract quality employment, commercial, and high density residential uses into development areas by providing services and infrastructure that encourages redevelopment and private investment while protecting the quality of neighborhoods

DISCUSSION: The Lewis and Clark Drive connection through the Foundation's Research Park is the northern segment of the parallel route to US 29 beginning at Hydraulic Road, connecting to Berkmar Drive, and extending north to the Lewis and Clark Drive intersection with US 29. The County has been working with the Foundation for many years to complete this project, identified as a high priority transportation project and required by a proffer related to the development of the Research Park. It has received renewed effort with the completion of the Berkmar Drive Extension crossing the Rivanna River and connecting to the Hollymead area. Previously the County submitted the project for Revenue Sharing and SMART Scale grant applications, which had been rejected. The Foundation has now moved forward with making that connection through the Research Park property connecting Lewis and Clark Drive from Quail Run to Innovation Drive and Airport Road with private funding.

This project is important to the County for many reasons beyond the improved regional connectivity it provides. This connection also opens up a large tract of developable land that has been identified through the efforts of the Economic Development Office of Albemarle County for its potential to provide necessary land

area to accommodate office, flex, and light-heavy industrial development.

The proposed road, which is expected to become a public road to be maintained by the Commonwealth of Virginia Department of Transportation (VDOT), would cross multiple unnamed streams or drainages requiring culverts to be placed beneath the roadbed. At these locations, it was determined during the engineering phase that, to reduce costs and environmental impacts, the best option was to run the necessary utilities parallel to the road, over the culverts, and beneath the surface. This decision was made primarily to prevent additional wetland impacts that would be incurred if a second drainage crossing was required outside of the road right-of-way.

The VDOT policy related to “longitudinal” utility installations along proposed roads functionally classified as collector (which this road is proposed as) to be accepted into the state system is that they should be placed outside of the right-of-way when practical. Longitudinal utility installations within the right of way may be permitted under certain circumstances due to unavailable right of way, environmental impacts, or other issues.

If VDOT permits longitudinal utility installations, the locality must guarantee to VDOT by resolution and Memorandum of Agreement (MOA) that all costs associated with utility relocation for maintenance of structures, such as culverts, will be paid. VDOT has reviewed the proposed Lewis and Clark Drive designs and, to minimize environmental impacts to wetlands and streams, will permit longitudinal utility installations with the County guarantee by resolution and MOA that all costs associated with utility relocation for repair or replacement of box culverts will be paid.

Albemarle County and the Foundation have agreed in principle that the County could sign an MOA if it were a three-party agreement (or separate agreement) between the County, the Foundation, and VDOT, in which the Foundation is responsible for those costs and payment is guaranteed by the County. VDOT is unable to enter into an agreement of this type directly with a private party, which is why the County would need to participate in the agreement to guarantee payment of these potential costs. In the proposed situation, all costs would be borne by the Foundation, and the County would act as the guarantor to ensure payment.

A Memorandum of Agreement is currently being drafted and reviewed by the County Attorney’s office, the Foundation, and the State. The attached Resolution (Attachment A) authorizes the County Executive to sign the three-party agreement after its approval as to form and substance by the County Attorney, as well as any additional agreements that may be necessary to protect the County’s interests and insure that all responsibility for potential costs is borne by the Foundation.

BUDGET IMPACT: There is no direct budget impact to the County from this agreement. All responsibility for costs is to be borne by the Foundation.

RECOMMENDATION:

Staff recommends that the Board adopt the attached Resolution (Attachment A) authorizing the County Executive to sign a three-party Memorandum of Agreement and any additional agreements that may be necessary to insure that all responsibility for potential costs are borne by the Foundation once the final Agreement(s) have been approved as to form and substance by the County Attorney.

ATTACHMENTS:

Attachment A - Resolution