#### MEMORANDUM OF AGREEMENT AMONG

THE NORFOLK DISTRICT, CORPS OF ENGINEERS, THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE VIRGINIA STATE HISTORIC PRESERVATION OFFICER, THE VIRGINIA DEPARTMENT OF TRANSPORTATION, AND THE CITY OF CHARLOTTESVILLE RELATIVE TO THE MCINTIRE ROAD EXTENDED PROJECT IN THE CITY OF CHARLOTTESVILLE, VIRGINIA

**WHEREAS**, the Virginia Department of Transportation (VDOT) proposes to construct the McIntire Road Extended Project (hereinafter "MRE") under VDOT Project No. U000-104-102, P101 (VDOT UPC Nos. 2529, 15487; Norfolk District, Corps of Engineers Project No. 08-4060, NAO 2008-1787; DHR File No. 1993-2606); and

**WHEREAS**, the MRE, located in the City of Charlottesville (City), is proposed as a road on new alignment, which will run from Melbourne Road south to a point approximately 775 feet north of the Route 250 Bypass (Attachments A and B); and

WHEREAS, the MRE's southern end will connect to the Route 250 Bypass Interchange (grade-separated), which is being developed, constructed, and administered separately by the City of Charlottesville, with the Federal Highway Administration (FHWA) as the lead Federal agency for purposes of Section 106 of the National Historic Preservation Act (NHPA); and Section 106 requirements for the Route 250 Bypass Interchange have been coordinated among the City, the Advisory Council on Historic Preservation (ACHP), the Virginia State Historic Preservation Officer (SHPO), the VDOT, the Department of the Army, Norfolk District, Corps of Engineers (Norfolk District), and other Consulting Parties, and established through a separate Memorandum of Agreement executed on May 28, 2010, the stipulations of which will be implemented by the responsible parties; and

**WHEREAS**, the MRE will include two 11-foot undivided travel lanes on two lanes of right of way; two 5-foot bike lanes, located on each side of the travel lanes; a 10-foot enhanced pedestrian trail, located at a distance from the travel lanes; a box culvert carrying the travel lanes, bike lanes, and pedestrian trail at the crossing of an unnamed tributary to Schenks Branch; two extended stormwater detention basins; and the upgrading and slight relocation of a section of an existing Rivanna Water and Sewer Authority (RWSA) sewer line and easement at the north end of the MRE between approximately Sta. 23 + 50.00 and Sta. 36 + 50.00; and

**WHEREAS**, pursuant to Section 404 of the Clean Water Act of 1973 (33 U.S.C. 1344), a permit from the Department of the Army, Norfolk District (hereinafter "Permit") will be required for the MRE, for permanent impacts to approximately 263 linear feet of nontidal waters of the United States, for construction of a road, bike path, pedestrian trail, and utility line crossing of an unnamed tributary to Schenks Branch for the MRE; and

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WHEREAS, the aforementioned Route 250 Bypass Interchange will also entail permanent impacts to nontidal waters of the United States and will require a Permit, and the Norfolk District cannot complete its review of VDOT's Permit application until it either completes its review of the Joint Permit Application for the Interchange as the terminus for the Project, or receives a recognition in writing from the appropriate official in the City that the at-grade intersection with Route 250 will be the terminus, if the grade-separated terminus is not constructed; and

WHEREAS, pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA) (16 U.S.C. 470f), and 33 CFR 325, Appendix C, *Processing of Department of the Army Permits: Procedures for the Protection of Historic Properties*, the Norfolk District is required to take into account the effects of federally permitted undertakings on properties included in or eligible for inclusion in the National Register of Historic Places (NRHP) prior to the issuance of a Permit to the undertaking, and to consult with the SHPO; and

**WHEREAS**, the Norfolk District, in consultation with the SHPO and other consulting parties, has defined the Area of Potential Effects (APE) for the undertaking as shown in Attachment C; and

WHEREAS, the Norfolk District, in consultation with the SHPO and other consulting parties, has identified three historic properties within the undertaking's APE: McIntire Municipal Park (DHR Inventory No. 104-5139), a property determined eligible for the National Register of Historic Places (NRHP), and two of its contributing elements, the McIntire Golf Course (DHR Inventory No. 104-5102) and the Dogwood Vietnam Memorial (DHR Inventory No. 104-5139-0001); the Rock Hill Academy landscape (DHR Inventory No. 104-5137), a property determined eligible for the NRHP; and the Charlottesville and Albemarle County Courthouse Historic District (DHR Inventory No. 104-0072), a property listed on the NRHP, and two of its contributing elements, 501 Park Hill (DHR Inventory No. 104-1087) and 502 Park Hill (DHR Inventory No. 104-5129); and

**WHEREAS**, the Norfolk District, in consultation with the SHPO, has determined that the undertaking will have an adverse effect only on the McIntire Municipal Park and its contributing element, McIntire Golf Course, and has consulted with the SHPO and other consulting parties to resolve the adverse effect on the historic property; and

**WHEREAS**, the MRE design (Attachment B) reflects VDOT's efforts to minimize the effects of the project on park land and historic properties by reducing the footprint of the proposed highway from a four-lane divided facility on four-lane right of way to a two-lane undivided facility on two-lane right of way in response to comments during the project development process from the Charlottesville City Council and the public; and

**WHEREAS**, as requested by Charlottesville City Council as a measure to minimize the effects of the MRE, the VDOT has engineered the MRE for a design speed of 35 miles

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per hour and has included signage specifying a speed limit of 35 mph in the construction plans for the project; and

**WHEREAS**, as requested by the Charlottesville City Council, the VDOT has engineered the MRE for non-truck traffic only; and

**WHEREAS**, at their March 16, 2009 meeting, the Charlottesville City Council adopted a master planning process, applicable to all City parks, which involves the preparation of a natural and cultural resources inventory of any subject park early in the planning process, as well as numerous opportunities for stakeholders and the general public to provide input on and review of a master plan as it is developed; and

**WHEREAS**, the City intends to develop and implement a master plan for the east side of McIntire Municipal Park, and decisions regarding the use, design, and long-term management of McIntire Municipal Park cannot be made outside of the City's parks master planning process; and

**WHEREAS**, pursuant to 36 CFR 800.6(a)(1), the Norfolk District has notified the ACHP of its determination of adverse effect, and the ACHP has chosen to participate in consultation; and

**WHEREAS**, the VDOT has participated in this consultation pursuant to 36 CFR 800.2(c)(4), and the Norfolk District has invited the VDOT to be a signatory to this Memorandum of Agreement (Agreement) pursuant to 36 CFR 800.6(c)(2)(iii); and

**WHEREAS**, the City has participated in this consultation pursuant to 36 CFR 800.2(c)(3), and the Norfolk District has invited the City to be a signatory to this Agreement pursuant to 36 CFR 800.6(c)(2)(iii); and

WHEREAS, the Charlottesville Regional Chamber of Commerce, , the County of Albemarle, the Dogwood Vietnam Memorial Committee, the North Downtown Neighborhood Association, the Piedmont Group of the Sierra Club, Preservation Piedmont, Sensible Transportation Alternatives to the Meadowcreek Parkway (STAMP), the Thomas Jefferson Branch of the APVA/Preservation Virginia, and Mr. Richard Collins, have participated in consultation pursuant to 36 CFR 800.2(c)(5), and the Norfolk District has invited each of these parties to concur in this Agreement pursuant to 36 CFR 800.6(c)(3);

**NOW, THEREFORE**, in order to satisfy the Norfolk District's Section 106 responsibilities to take into account the effects of permitted activities on historic properties, the Norfolk District, the ACHP, and the SHPO agree that the Norfolk District may issue a Permit to VDOT for the undertaking after the Norfolk District completes its Permit review of the MRE, and such Permit will require compliance with this Agreement as a Permit condition; thereby effectively incorporating all terms, provisions and stipulations of this Agreement as conditions to the Permit such that if any provision or

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stipulation herein is not fulfilled, such failure will constitute noncompliance with the Permit, and the Norfolk District may pursue enforcement and may seek all available remedies.

#### **STIPULATIONS**

#### I. LANDSCAPE PLANS FOR MCINTIRE ROAD EXTENDED

#### A. Stormwater Detention Basin Landscape Plan

The VDOT shall implement the landscape plans shown in Attachment D for the two extended stormwater detention basins included in the MRE. These landscape plans make extensive use of native plants, and the City and RWSA have determined that the design of the plan for Basin No. 3 accommodates planting requirements associated with their planned upgrade to a nearby sanitary sewer line and sewer easement. The intent of the design of these landscape plans is to integrate the detention basins visually into the existing natural features of their setting and thereby minimize the visual effects of the MRE on McIntire Municipal Park.

#### B. Integrated Landscape Plan

- 1. The VDOT shall provide the City funds to be used by the City to implement the City's planned integrated landscape plan for the McIntire Road/McIntire Road Extended transportation corridor. The design of this landscape plan shall serve, in part, to integrate McIntire Road Extended visually into the existing natural features of its setting and thereby minimize the visual effects of the MRE on McIntire Municipal Park. In designing the landscape plan, the City shall accommodate planting requirements associated with RWSA sanitary sewer easements that run through McIntire Park. The amount of funding the VDOT shall provide the City for development and installation of the landscape plan is \$30,000.
- 2. The City shall provide the landscape plan to the VDOT, the SHPO, the Norfolk District, and other consulting parties to this Agreement (not to include the ACHP) for review and comment for a period of thirty (30) calendar days. If any of these parties fails to respond within thirty (30) calendar days of receipt, the City may assume the non-responding party has no comment. Should the Norfolk District or the SHPO notify the City that the submitted landscape plan is not acceptable, the City shall resubmit a landscape plan to the VDOT, the Norfolk District, the SHPO, and the other consulting parties to this Agreement. The VDOT, the Norfolk District, the SHPO and the other consulting parties shall have thirty (30) calendar days after receipt of a revised landscape plan to respond to the City with any comments. If any of these parties fails to respond within thirty (30) calendar days of receipt, the City may assume the non-responding party has no comment.

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3. The City shall implement the landscape plan during the construction phase of the MRE. The VDOT shall release the funds it will provide for the landscape plan to the City on a reimbursement basis after the City has completed implementation of the landscape plan.

#### C. RWSA Sanitary Sewer Upgrade

There is an existing sanitary sewer line running through McIntire Park near Schenks Branch that the City's Department of Public Utilities has plans to upgrade as a separate project in conjunction with RWSA. If the City and RWSA construct this sewer upgrade after the VDOT has installed the stormwater detention basin landscape plan or after the City has installed the integrated landscape plan, the City shall replace in kind any plant materials previously installed in accordance with either of these landscape plans that are removed or damaged during implementation of the sewer upgrade.

#### II. TRAFFIC MANAGEMENT ON MCINTIRE ROAD EXTENDED

In accordance with the intention of Charlottesville City Council, the VDOT shall ensure that highway signage is installed indicating that truck traffic is prohibited on McIntire Road Extended, as well as signage specifying a speed limit of 35 mph. The number and location of signs necessary for these purposes shall be determined by VDOT in consultation with the City.

## III. DOCUMENTATION OF MCINTIRE MUNICIPAL PARK AND MCINTIRE GOLF COURSE

#### A. McIntire Municipal Park

1. The VDOT shall prepare photographic documentation of the developed areas of McIntire Municipal Park, east of the Norfolk Southern Railroad and north of Route 250 Bypass, to include the McIntire Golf Course, the Dogwood Vietnam Memorial, and the wading pool and bath house. The documentation shall consist of large format black & white photographs, and 35 mm black & white and color field photographs prepared in accordance with the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation (Federal Register Vol. 48, No. 190, pp. 44730-44734; Federal Register Vol. 68, No. 139, pp. 43159-43162). The large format photographs shall conform to Level II coverage, as defined under the content standard in these guidelines. The large-format black & white photographs shall be consistent with the Historic American Landscape Survey's (HALS) guidelines for large format photography (http://www.nps.gov/hdp/standards/HALS/HALSPhotographyGuidelines.pdf), with the exception that the numbering and labeling of negatives, negative sleeves, contact prints, and larger prints shall be coordinated by VDOT in advance with the Archivist of the Virginia Department of Historic Resources (DHR) and executed in a manner acceptable to the Archivist. The 35 mm black & white and 35 mm color field photographs shall be taken in film and digital format, respectively; depict significant aspects of the landscape

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and its historic setting; capture essentially the same views captured in the large format, black & white photographs, at a minimum; and be suitable for use in public presentations or exhibits.

- 2. The VDOT shall submit photographic documentation to the Norfolk District, the SHPO, and the City for review and approval, and to the other consulting parties to this Agreement (not to include the ACHP) for review and comment. The Norfolk District, the SHPO, the City, and the other consulting parties to this Agreement shall have thirty (30) calendar days after receipt of the photographic documentation to respond to the VDOT with any comments. If any of these parties fails to respond within thirty (30) calendar days of receipt, the VDOT may assume the non-responding party has no comment. Should the Norfolk District, the SHPO, or the City notify VDOT that the submitted photographic documentation is not acceptable, the VDOT shall resubmit documentation to the Norfolk District, the SHPO, the City and the other consulting parties to this Agreement. The Norfolk District, the SHPO, the City and the other consulting parties shall have thirty (30) calendar days after receipt of revised documentation to respond to the VDOT with any comments. If any of these parties fails to respond within thirty (30) calendar days of receipt, the VDOT may assume the non-responding party has no comment.
- 3. The VDOT shall not commence with any ground-disturbing construction activity within McIntire Municipal Park until it has submitted photographic documentation acceptable to the SHPO and so notified the Norfolk District in writing. The VDOT shall not commence any MRE activities authorized under the Norfolk District's' Permit until notified in writing by the Norfolk District that the requirements for photographic documentation of McIntire Municipal Park under this stipulation have been met. The Norfolk District agrees to review and respond to VDOT's notification within ten (10) business days of receipt.

#### **B.** McIntire Golf Course

1. The VDOT shall prepare historical documentation of the McIntire Golf Course. This documentation shall consist of a written history prepared in accordance with the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation (*Federal Register* Vol. 48, No. 190, pp. 44730-44734; *Federal Register* Vol. 68, No. 139, pp. 43159-43162). The written history shall conform to Level II coverage, as defined under the documentation content standard in these guidelines and shall take into account the applicable guidance set forth in Preservation Brief 36, *Protecting Cultural Landscapes: Planning, Treatment, and Management of Historic Landscapes* (National Park Service 1994) and the Secretary of the Interior's *Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes* (National Park Service 1996). The written history shall be consistent in regard to substantive content and in grammar and punctuation to the HALS guidelines for historical reports

(http://www.nps.gov/hdp/standards/HALS/HALSHistoryGuidelines.pdf) and shall be

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prepared by or under the direct supervision of a qualified landscape historian, landscape architect, or other pertinent landscape expert with experience working with historic designed landscapes..

- 2. The VDOT shall submit a draft written history to the SHPO, the Norfolk District, and the City for review and approval and to the other consulting parties to this Agreement (not to include the ACHP) for review and comment within eight (8) months of initiation of construction of the MRE. The SHPO, the Norfolk District, the City and consulting parties shall have thirty (30) calendar days after receipt of the draft to respond to the VDOT with any comments on the documentation. If any of these parties fails to respond within thirty (30) calendar days of receipt, the VDOT may assume that the non-responding party has no comment. The VDOT shall consider all comments received within the thirty (30)-day review period.
- 3. The VDOT shall submit a final written history for McIntire Golf Course acceptable to the SHPO, the Norfolk District, and the City prior to or concurrent with completion of the construction phase of the MRE.
- 4. The VDOT shall provide the Albemarle Charlottesville Historical Society and the City of Charlottesville each a copy of the photographic documentation (excluding photographic negatives) of McIntire Municipal Park (in JPEG format) and the written history of McIntire Golf Course (in Adobe PDF format) within two (2) months of completion of the construction phase of the MRE.

## IV. EDUCATIONAL INITIATIVES RELATED TO MCINTIRE MUNICIPAL PARK AND MCINTIRE GOLF COURSE

#### A. Exhibit Module

- 1. The VDOT, in consultation with the City, shall design and fabricate a mobile exhibit module, comprised of one or more free-standing display panels, text, and graphics, that summarizes the history of McIntire Municipal Park, with particular focus on the McIntire Golf Course, and examines the significance of the park and golf course within the social history of Charlottesville and as a designed historic landscape within the area of landscape architecture. Upon completion of the exhibit module, the VDOT shall transfer ownership of the exhibit to the City of Charlottesville, for the purpose of displaying the exhibit at appropriate citizen meetings associated with the City's planned master planning process for the McIntire Municipal Park. Following transfer of ownership of the exhibit from VDOT, the City's use of the exhibit shall be unrestricted, and the City may also display the exhibit, or loan it for the purposes of display, in other suitable contexts or facilities.
- 2. The VDOT shall submit a draft of the design of the exhibit to the SHPO, the Norfolk District, and the City for review and approval and to the other consulting parties to this Agreement (not to include the ACHP) for review and comment within eight (8) months

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of initiation of construction of the MRE. The SHPO, the Norfolk District, the City and consulting parties shall have thirty (30) calendar days after receipt of the draft to respond to the VDOT with any comments on the design. If any of these parties fails to respond within thirty (30) calendar days of receipt, the VDOT may assume that the non-responding party has no comment. The VDOT shall consider all comments received within the thirty (30)-day review period.

3. The VDOT shall submit a final design of the exhibit acceptable to the SHPO, the Norfolk District, and the City, and shall provide the fabricated exhibit to the City, prior to or concurrent with completion of the construction phase of the MRE.

#### **B.** Public Lecture Series

- 1. The VDOT shall partner with the City of Charlottesville, through the City's Preservation Planning staff, to co-sponsor a public lecture series on the topic of "historic designed landscapes" (as that term is defined in National Register Bulletin No. 18, *How to Evaluate and Nominate Designed Historic Landscapes*, published by the U. S. Department of the Interior, National Park Service) and relevant to examining the historical significance of McIntire Municipal Park, McIntire Golf Course, and other historic designed landscapes in Charlottesville or the surrounding region. The series shall be comprised of three (3) public lectures. The lectures shall be delivered at a time and location convenient to the general public.
- 2. The VDOT and the City jointly shall develop a budget for the lecture series. The VDOT and the City of Charlottesville, in consultation with the SHPO, jointly shall determine the speakers and topics to be included in the lecture series. The City, in consultation with the VDOT, shall be responsible for planning and implementing the logistics associated with presenting the lecture series including, but not necessarily limited to inviting the speakers; making and implementing arrangements for the speakers; identifying appropriate dates and locations for the lectures; reserving these locations; advertising the lecture series, and providing a host for introducing the speaker at each lecture. The VDOT shall reimburse the City for reasonable expenses associated with the City's role in presenting the lecture series including, but not necessarily limited to time spent by City staff planning and implementing the lecture series, the cost of speaker's stipends and travel expenses, room rental fees, and advertising costs.
- 3. The VDOT and the City shall provide a detailed plan for the public lecture series to the SHPO and the Norfolk District, and the City shall present at least the first lecture in the series, prior to or concurrent with completion of the construction phase of the MRE. The City may schedule the remaining lecture(s) for after completion of the construction phase.

#### V. FINANCIAL RESPONSIBILITY

The VDOT and the City agree to carry out the tasks assigned to each in this Agreement, and the VDOT shall allocate a budget sufficient to carry out the requirements of Stipulations I-IV.

#### VI. REPORTING REQUIREMENTS

Upon completion of Stipulations I, II, III, and IV of this Agreement, the VDOT shall provide to the Norfolk District, the SHPO, the ACHP, the City, and other consulting parties signed correspondence documenting that the requirements of these stipulations have been fulfilled.

#### VII. POST-REVIEW DISCOVERIES

- A. Section 107.16(d) of the VDOT's *Road and Bridge Specifications* govern all VDOT construction contracts and require the construction contractor to act immediately to suspend work at the site of the discovery of any previously unidentified archaeological resource encountered during construction and to notify the VDOT Project Engineer.
- B. Immediately upon receipt of notification of the post-review discovery by the contractor, the VDOT shall:
  - 1. Inspect the construction site to determine the extent of the discovery and ensure that construction activities have halted;
  - 2. Clearly mark the area of the discovery;
  - 3. Implement additional measures, as appropriate, to protect the discovery from looting and vandalism; and
  - 4. Have a qualified archeologist meeting the requirements of Stipulation IX of this Agreement inspect the construction site to determine the extent of the discovery and provide recommendations regarding its NRHP eligibility and treatment.
- C. Within 48 hours of the discovery, the VDOT shall notify the Norfolk District, the SHPO, the ACHP, the City, and other consulting parties of the discovery, describing the measures that have been implemented to comply with this Stipulation. In the case of prehistoric or historic Native American sites, the VDOT shall also notify appropriate tribal leaders and the Virginia Council on Indians (VCI).
- D. Upon receipt of the information required in Stipulation VII.B, the Norfolk District shall provide the VDOT, the SHPO, the ACHP, the City, and other consulting parties with its assessment of the NRHP eligibility of the discovery and the measures proposed to resolve any adverse effects. In making its evaluation, the Norfolk District, in consultation with the SHPO, may assume the discovery to be NRHP eligible for the purposes of Section 106 pursuant to 36 CFR § 800.13(c). The VDOT, the SHPO, the

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ACHP, the City, and other consulting parties shall respond to the Norfolk District's assessment within forty-eight (48) hours of receipt.

E. The Norfolk District shall take into account the recommendations of the SHPO, the ACHP, the City, and other consulting parties on eligibility and treatment of the discovery and will notify VDOT of any appropriate required actions. VDOT must comply with the required actions and provide the Norfolk District and consulting parties with a report on the actions when implemented. Any actions that the Norfolk District deems appropriate for VDOT to take with regard to such discovery will automatically become additional stipulations to this Agreement and thereby will be incorporated in the Permit and become conditions to the Permit. If VDOT fails to comply with such actions, such failure will constitute a breach of this Agreement and noncompliance with the Permit.

F. Construction activities may proceed in the area of the discovery when the Norfolk District has determined that implementation of the actions undertaken to address the discovery pursuant to this Stipulation is complete.

#### VIII. HUMAN REMAINS

- A. The VDOT shall make all reasonable efforts to avoid disturbing gravesites, including those gravesites containing Native American human remains and associated funerary artifacts. The VDOT shall treat all human remains in a manner consistent with the ACHP's *Policy Statement Regarding Treatment of Burial sites, Human Remains, and Funerary Objects* (February 23, 2007; http://www.achp.gov/docs/hrpolicy0207.pdf).
- B. The VDOT shall ensure that human skeletal remains and associated funerary objects encountered during the course of actions taken as a result of this Agreement shall be treated in accordance the Regulations Governing Permits for the Archaeological Removal of Human Remains (Virginia Register 390-01-02) found in the *Code of Virginia* (10.1-2305, et seq., Virginia Antiquities Act). If removal is proposed, the VDOT shall apply for a permit from the SHPO for the removal of human remains in accordance with the regulations stated above.
- C. The VDOT shall make a good faith effort to ensure that the general public is excluded from viewing any Native American burial site or associated funerary artifacts. The consulting parties to this Agreement shall release no photographs of any Native American burial site or associated funerary artifacts to the press or general public.
- D. The Norfolk District shall notify appropriate Federally-recognized Tribe(s), the VCI, and appropriate tribal leaders when Native American burials, human skeletal remains, or funerary artifacts are encountered on the project, prior to any analysis or recovery. The VDOT shall deliver any Native American human skeletal remains and associated funerary artifacts recovered pursuant to this Agreement to the appropriate tribe to be reinterred. The disposition of any other human skeletal remains and associated funerary artifacts shall be governed as specified in any permit issued by the SHPO or any order of

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the local court authorizing their removal. The VDOT shall be responsible for all reasonable costs associated with treatment of human remains and associated funerary objects to resolve the effects of the MRE.

#### IX. PROFESSIONAL QUALIFICATIONS

All architectural, historical, or archaeological work carried out pursuant to this Agreement shall be conducted by or under the direct supervision of an individual or individuals who meet, at a minimum, the Secretary of the Interior's *Professional Qualifications Standards* (48 FR 44738-9, September 29, 1983) in the appropriate discipline.

#### X. PREPARATION AND REVIEW OF DOCUMENTS

- A. Except as described under Stipulation III.A, the VDOT shall submit a draft of any technical reports, treatment plans and other documentation prepared under this Agreement to the Norfolk District (one (1) copy), the SHPO (two (2) copies), the City (two (2) copies), and other consulting parties (one (1) copy) for 30-day review and comment. The VDOT shall address all comments received within thirty (30) days of confirmed receipt in the revised technical report/documentation. Following written approval by the Norfolk District, the VDOT shall provide two (2) copies of all final reports, bound and on acid-free paper, and one electronic copy in Adobe PDF format to the SHPO, one (1) electronic copy to the Norfolk District, and one (1) electronic copy to the City.
- B. Except as described under Stipulations III.A and III.B., all technical reports prepared pursuant to this Agreement shall be consistent with the federal standards entitled *Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines* (48 FR 44716-44742, September 29, 1983) and the SHPO's *Guidelines for Conducting Cultural Resource Survey in Virginia* (rev. 2003), or any subsequent revisions or replacements of these documents.
- C. The SHPO, the Norfolk District, the City, and other consulting parties agree to provide comments on all technical reports, treatment plans, and other documentation arising from this Agreement within thirty (30) calendar days of receipt. If no comments are received from the SHPO, the City, or other consulting parties within the thirty (30) day review period, the Norfolk District and VDOT may assume the non-responding party has no comments.

#### XI. CURATION

The VDOT shall make a good faith effort to ensure that any archaeological materials collected as a result of archeological investigations arising from this Agreement (with the exception of human skeletal remains and associated funerary objects) are deposited by the landowner for permanent curation with either the DHR or another repository meeting

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the requirements of 36 CFR 79, Curation of Federally Owned and Administered Archaeological Collections.

#### XII. DISPUTE RESOLUTION

- A. Should any party to this Agreement object in writing to the Norfolk District regarding any action carried out or proposed with respect to any undertakings covered by this agreement or to implementation of this Agreement, the Norfolk District shall notify the signatories to this Agreement and consult with the objecting party to resolve the objection.
- B. If after initiating such consultation, the Norfolk District determines that the objection cannot be resolved through consultation, the Norfolk District shall forward all documentation relevant to the objection to the ACHP, including the proposed response to the objection. The Norfolk District shall provide a copy of the materials forwarded to the ACHP to the signatory parties to this Agreement.
- C. Within thirty (30) days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:
- 1. Advise the Norfolk District that the ACHP concurs with its proposed response to the objection, whereupon the Norfolk District will respond to the objection accordingly; or
- 2. Provide the Norfolk District with recommendations, which it shall take into account in reaching a final decision regarding its response to the objection; or
- 3. Notify the Norfolk District that the objection will be referred for comment pursuant to 36 CFR 800.7(a)(4), and proceed to refer the objection and comment. The Norfolk District shall take the resulting comment into account in accordance with 36 CFR 800.7(c)(4) and Section 110(l) of the NHPA.
- D. Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, the Norfolk District may assume the ACHP's concurrence in its proposed response to the objection.
- E. The Norfolk District shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the Norfolk District's responsibility to carry out all the actions under this Agreement that are not the subjects of the objections shall remain unchanged.
- F. At any time during implementation of the measures stipulated in this Agreement, should a member of the public object to the Norfolk District regarding the manner in which the measures stipulated in this Agreement are being implemented, the Norfolk District shall notify the parties to this Agreement and take the objection into account,

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consulting with the objector and, should the objector so request, with any of the parties to this Agreement to resolve the objection.

#### XIII. AMENDMENTS AND TERMINATION

- A. Any signatory party to this Agreement may propose to the Norfolk District that the Agreement be amended, whereupon the Norfolk District will consult with the other parties to this Agreement to consider such an amendment. All signatories to the Agreement must agree to the proposed amendment in accordance with 800.6(c)(7).
- B. If the VDOT decides it will not proceed with the undertaking, it shall so notify the Norfolk District, the SHPO, the ACHP, the City, and the other consulting parties, and this Agreement shall become null and void.
- C. If the VDOT determines that it cannot implement the terms of this Agreement, or if the Norfolk District, the SHPO, the City, or the ACHP determines that the Agreement is not being properly implemented, the VDOT, the City, the Norfolk District, the SHPO, or the ACHP may propose to the other parties to this Agreement that it be amended or terminated.
- D. This Agreement may be terminated by any signatory to the Agreement in accordance with the procedures described in 800.6(c)(8). Termination shall include the submission of a technical report or other documentation by the VDOT on any work done up to and including the date of termination. If the Norfolk District is unable to execute another Agreement following termination, it may choose to modify, suspend, or revoke the Department of the Army Permit as provided by 33 CFR 325.7.

#### XIV. DURATION OF AGREEMENT

This Agreement will continue in full force and effect until five (5) years after the date of the last signatory party signature. Except as described in Stipulation IV.B.3 of this Agreement, the VDOT and the City shall fulfill the requirements of this Agreement prior to and in conjunction with the work authorized by the Permit. All obligations under this Agreement must be complete before expiration of this Agreement. If any obligation is not complete, the party responsible for such obligation is in violation of this Agreement; such violation may also constitute a violation of the Permit. Failure of the Norfolk District to pursue such violation is not a waiver. At any time in the six-month period prior to such date, the Norfolk District may request the signatory parties to consider an extension or modification of this Agreement. No extension or modification will be effective unless all signatory parties to the Agreement have agreed with it in writing.

MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 14 of 36

#### XV. EXECUTION OF AGREEMENT

This Agreement may be executed in counterparts, with a separate page for each signatory. The Norfolk District shall ensure that each party is provided with a copy of the fully executed Agreement.

Execution of this Memorandum of Agreement by the Norfolk District, the ACHP, the SHPO, the VDOT, and the City, and implementation of its terms, evidence that the Norfolk District has afforded the ACHP an opportunity to comment on the proposed undertaking and its effects on historic properties, and that the Norfolk District has taken into account the effects of the undertaking on historic properties.

MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 15 of 36

#### **SIGNATORY:**

NORFOLK DISTRICT CORPS OF ENGINEERS

By: 4 W W W William T. Walker, Chief

Regulatory Branch

MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 16 of 36

#### **SIGNATORY:**

VIRGINIA STATE HISTORIC PRESERVATION OFFICER

Date: 4/14/1)

Ms. Kathleen S. Kilpatrick, Director

Virginia Department of Historic Resources

MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 17 of 36

#### **SIGNATORY:**

ADVISORY COUNCIL ON HISTORIC PRESERVATION

Mr. John M. Fowler, Executive Director

Date:

MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 18 of 36

SIGNATORY:

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: Date: 4/15/11

Mr. Stephen J. Long, Environmental Division Administrator

MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 19 of 36

SIGNATORY:

CITY OF CHARLOTTESVILLE

By: Mauria Jones Mr. Maurice Jones

City Manager

Date: 4-15-11

MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 20 of 36

### **CONCURRING PARTY:**

CHARLOTTESVILLE REGIONAL CHAMBER OF COMMERCE

By: Date: 4/15/11

Mr. Robert Hodous

Rirst Vice Chair Chair Elect

Chairman

MEMORANDUM OF AGREEMENT
McIntire Road Extended, City of Charlottesville
Page 21 of 36

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By:	Date:
Mr. David Benish, Chief of Planning	,

MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 22 of 36

#### **CONCURRING PARTY:**

DOGWOOD VIETNAM MEMORIAL COMMITTEE

Mr. James D. Shysler

Date: April 18, 2011

MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 23 of 36

### **CONCURRING PARTY:**

#### NORTH DOWNTOWN NEIGHBORHOOD ASSOCIATION

_	<b>.</b>
By:	Date:
Ms. Colette Hall	

MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 24 of 36

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PIEDMONT GROU	P OF THE	<b>SIERRA</b>	<b>CLUB</b>
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By:	Date:
Mr. John A. Cruickshank	

MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 25 of 36

By:	Date:	
Mr. Daniel Bluestone, Ph. D.		

MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 26 of 36

## **CONCURRING PARTY:**

SENSIBLE ALTERNA	ATIVES TO	THE MEADO	OWCREEK PAI	RKWAY	(STAMP)

By:	Date:
Mr. Peter Kleeman	

MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 27 of 36

## **CONCURRING PARTY:**

THOMAS JEFFERSON BRANCH	, APVA/PRESERVATION VIRGINIA
THOMAS GETT ENGOT DIGHT OF	, III VII/I KEDELK VIII OI VIIKOI KII

By:	Date:
Ms. Mary A. R. Howard	

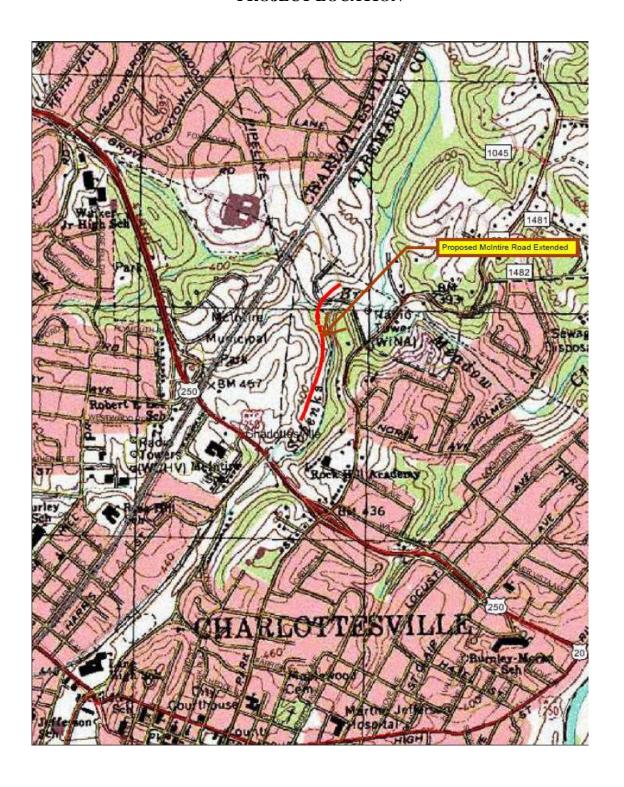
MEMORANDUM OF AGREEMENT
McIntire Road Extended, City of Charlottesville
Page 28 of 36

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	IL UN	TIVIT	$\Gamma$	$\mathbf{N}$	

INDIVIDUAL

By:	Date:
Mr. Richard Collins, Ph. D.	

# ATTACHMENT A PROJECT LOCATION



MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 30 of 36

# ATTACHMENT B PROJECT CONSTRUCTION PLANS

FOR INDEX OF SHEETS SEE SHEET 1A



FHWA 534 DATA 3H001

ADT 2008

ADT

V (MPH)

(2030)

DHV

D (%) (design hour)

T (%) (design hour)

FEDERAL AID STATE PROJECT ROUTE PROJECT U000-I04-V02 U000-104-102 VA. (SEE TABULATION BELOW FOR SECTION NUMBERS)

FUNCTIONAL CLASSIFICATION AND TRAFFIC DATA

URBAN MINOR ARTERIAL - ROLLING - 35 mph

INT.RTE.250 BYPASS MELBOURNE ROAD

21,000

2000

*55/4*5

N/A

\* 35 M.P.H.

Description Reference

(Constr. B McIntire Rd.Ext.)
POT 707-00.03

(Constr. B Melbourne Rd.)

POT 38+44.65

THIS PROJECT WAS DEVELOPED UTILIZING THE DEPARTMENT'S ENGINEERING DESIGN PACKAGE (GEOPAK). GEOPAK Computer Identification No. <u>2529</u>

DEPARTMENT OF TRANSPORTATION

COMMONWEALTH OF VIRGINIA

# PLAN AND PROFILE OF PROPOSED STATE HIGHWAY

\* SEE PLAN AND PROFILE SHEETS FOR HORIZONTAL AND VERTICAL CURVE DESIGN SPEEDS.

6/23/08

7/31/08

7/31/08

DATE

7/31/08

DATE

CITY OF CHARLOTTESVILLE FROM: 0.147mi N.INT.ROUTE 250 BYPASS TO: 0.004mi S.INT.MELBOURNE ROAD

#### CONVENTIONAL SIGNS STATE LINE COUNTY LINE CITY, TOWN OR VILLAGE RIGHT OF WAY LINE FENCE LINE UNFENCED PROPERTY LINE WATER LINE SANITARY SEWER LINE GAS LINE ELECTRIC UNDERGROUND CABLE TRAVELED WAY **GUARD RAIL** RETAINING WALL RAILROADS BASE OR SURVEY LINE LEVEE OR EMBANKMENT BRIDGES **CULVERTS** DROP INLET D======= POWER POLES TELEPHONE OR TELEGRAPH POLES TELEPHONE OR TELEGRAPH LINES HEDGE TREES -000000 HEAVY WOODS $\sim\sim\sim\sim\sim$ GROUND ELEVATION GRADE ELEVATION DATUM LINE

540-829-7785

<u>Greg</u>

ВҮ

SUPERVISED DESIGNED BY

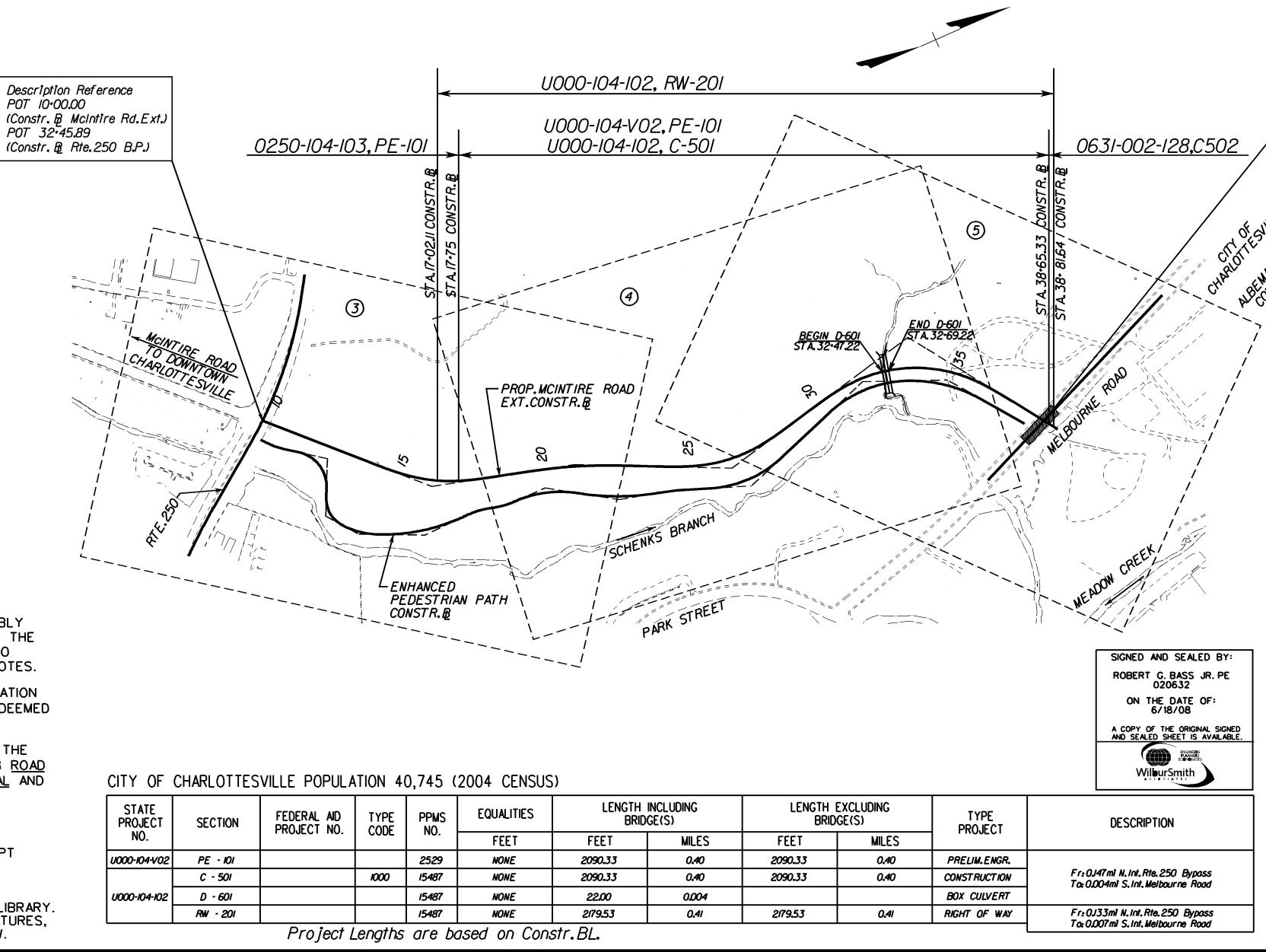
THE COMPLETE ELECTRONIC.TIF VERSION OF THE PLAN ASSEMBLY AS AWARDED, INCLUDING ALL SUBSEQUENT REVISIONS, WILL BE THE OFFICIAL CONSTRUCTION PLANS. FOR INFORMATION RELATIVE TO ELECTRONIC FILES AND LAYERED PLANS, SEE THE GENERAL NOTES.

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT.

THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE DEPARTMENT'S 2007 ROAD AND BRIDGE SPECIFICATIONS, 2008 ROAD AND BRIDGE STANDARDS, 2005 WORK AREA PROTECTION MANUAL AND AS AMENDED BY CONTRACT PROVISIONS AND THE COMPLETE ELECTRONIC .PDF VERSION OF THE PLAN ASSEMBLY.

ALL CURVES ARE TO BE SUPERELEVATED, TRANSITIONED AND WIDENED IN ACCORDANCE WITH STANDARD TC-5.04 ULS, EXCEPT WHERE OTHERWISE NOTED.

THE <u>ORIGINAL</u> APPROVED TITLE SHEET(S), INCLUDING ORIGINAL SIGNATURES, ARE FILED IN THE VDOT CENTRAL OFFICE PLAN LIBRARY. ANY MISUSE OF ELECTRONIC FILES, INCLUDING SCANNED SIGNATURES, IS ILLEGAL AND ENFORCED TO THE FULL EXTENT OF THE LAW.



REVISED

RECOMMENDED FOR APPROVAL FOR CONSTRUCTION 12/2/09 Dane P.Lewis PROGRAMMING DIVISION DIRECTOR 12/3/09 Mohammad Mirshahi STATE LOCATION AND DESIGN ENGINEER 12/3/09 Reta Busher CHIEF FINANCIAL OFFICER

SCALE

RECOMMENDED FOR APPROVAL

PROGRAMMING DIVISION DIRECTOR

Mohammad Mirshahi

STATE LOCATION AND DESIGN ENGINEER

Diane L. Mitchell

Reta R. Busher CHIEF FINANCIAL OFFICER

Malcolm T. Kerley

APPROVED FOR RIGHT OF WAY ACQUISITION

David S. Ekern

CHIEF ENGINEER

COMMISSIONER

FOR RIGHT OF WAY ACQUISITION

1	AP	PROVED FOR CONSTRUCTION							
	12/3/09 Malcolm T.Kerley  DATE CHIEF ENGINEER								
_									
1	APPROVED								
- - -	DATE	DIVISION ADMINISTRATOR  FEDERAL HIGHWAY ADMINISTRATION  U.S. DEPARTMENT OF TRANSPORTATION							

Copyright 2008 , Commonwealth of Virginia PROJECT U000-I04-I02

SUPERVISED BY *Greg Krystyniak 540-829-7785* DESIGNED BY *Wilbur Smith\_Associates\_804-377-2300* INDEX OF SHEETS SHEET NO. DESCRIPTION TITLE SHEET INDEX OF SHEETS 1B LOCATION MAP ALBEMARLE COUNTY & CITY OF CHARLOTTESVILLE \* IC RIGHT OF WAY DATA SHEET SURVEY DATA SHEET INCLUDING REFERENCE POINTS / ALIGNMENT DATA SHEETS ID(I) - (8) \* IE REVISION DATA SHEET SEQUENCE OF CONSTRUCTION IF-IH HYDROLOGIC DATA SHEET CADD LEVEL SHEET GENERAL NOTES 2A-2B TYPICAL SECTIONS & DETAILS SWALE DETAILS 2D-2E DRAINAGE SUMMARY SHEETS 2F BOX CULVERT SUMMARY 2G GRADING DIAGRAM AND SUMMARY 2H PAVEMENT SUMMARY SHEET INCIDENTAL SUMMARY SHEET ROADSIDE DEVELOPMENT SHEET 2K EROSION CONTROL SUMMARY UNDERGROUND UTILITIES TEST HOLE INFORMATION 2M-20STORMWATER POLLUTION PREVENTION PLAN (SWPPP) CONCRETE GRAVITY RETAINING WALL DETAILS WICK DRAIN DETAILS 2Q 2R-2Y MISC. INSERTABLE SHEETS 2Z-2EE SWM DETAILS MISC. INSERTABLE SHEETS 2FF-2 II 3-3A PLAN & PROFILE SHEETS STA. 17+75 TO STA. 21+00 3B DRAINAGE DESCRIPTIONS GRADING PLAN 3D(1) EROSION & SEDIMENT CONTROL PHASE I 3D(2) EROSION & SEDIMENT CONTROL PHASE II 4-4A PLAN & PROFILE SHEETS STA. 21+00 TO STA. 32+50 4B GRADING PLAN EROSION & SEDIMENT CONTROL PHASE I 4C(1) 4C(2) EROSION & SEDIMENT CONTROL PHASE II

SURVEYED BY \_ \_*N. C. Mauro 540-829-755(* 

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

REVISED

STATE

FEDERALAID

PROJECT

ROUTE

MCINTIRE

ROUTE

NCINTIRE

ROUTE

NCINTIRE

ROUTE

NCINTIRE

ROUTE

C-501

SHEET NO. DESCRIPTION 5-5A PLAN & PROFILE SHEETS STA. 32+50 TO STA. 38+65.33 5B GRADING PLAN 5C(1) SHEET 5, EROSION & SEDIMENT CONTROL PHASE I 5C(2) SHEET 5, EROSION & SEDIMENT CONTROL PHASE II SIGNS AND PAVEMENT MARKINGS 6(1) - 6(5) 7(1) - 7(12) UTILITY RELOCATION PLANS 8(1) - 8(3) TRAFFIC SIGNALS

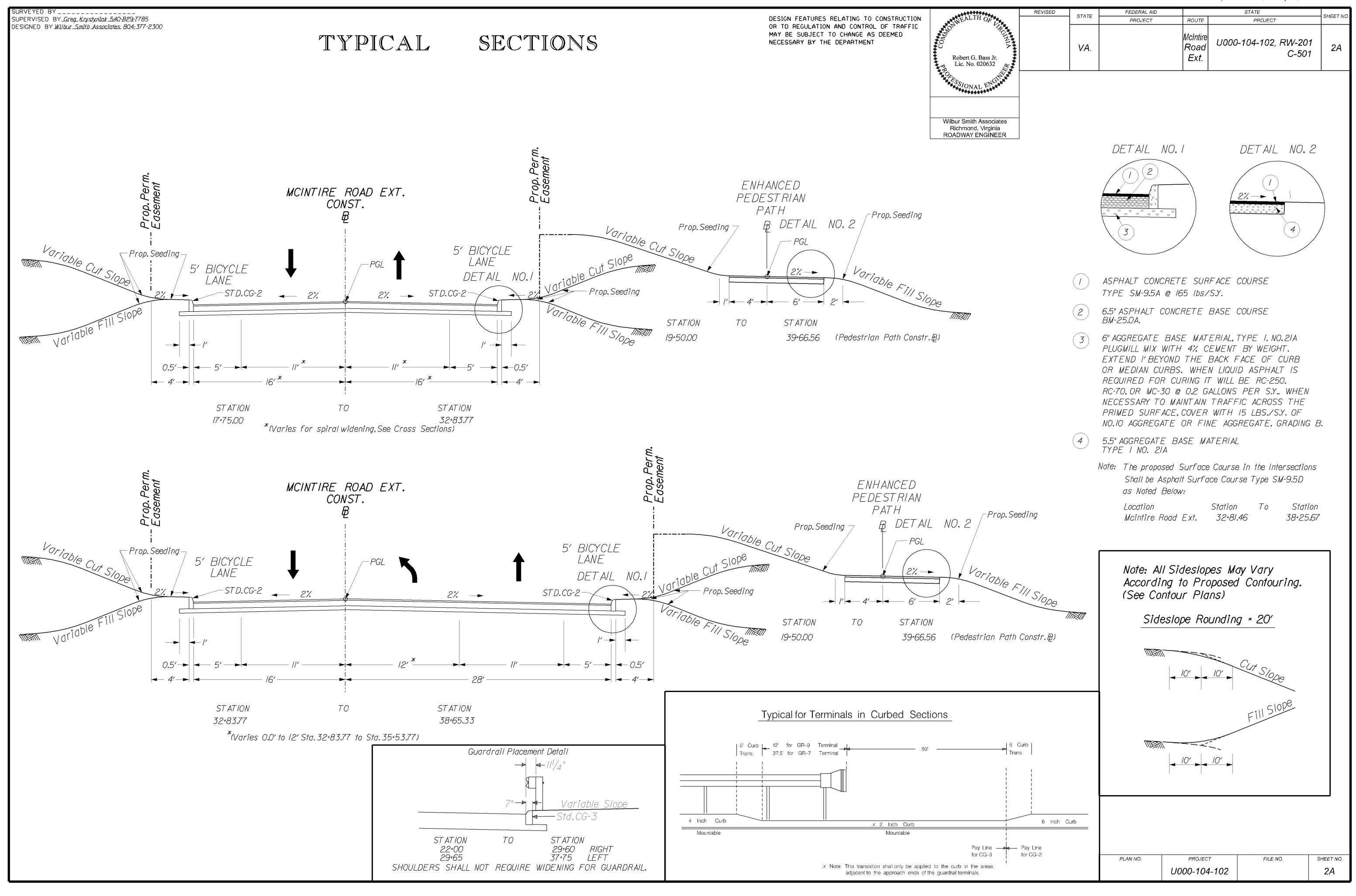
\* DENOTES SHEET WHICH ARE NOT INCLUDED

23 SHEETS OF CROSS SECTIONS

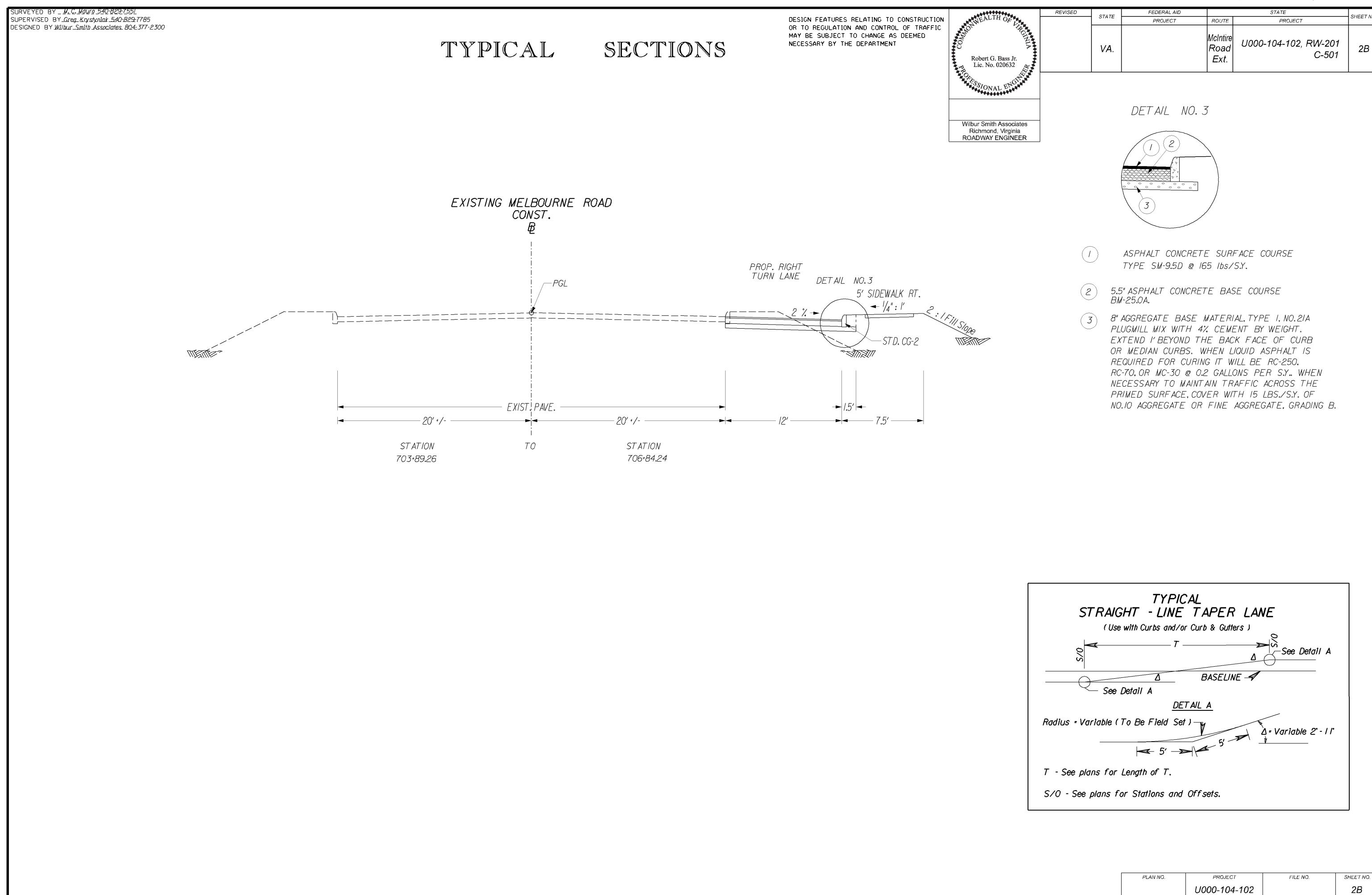
 PLAN NO.
 PROJECT
 FILE NO.
 SHEET NO.

 U000-104-102
 1A

By Resolution of the City Council City of Charlottesville, dated August 8, 1990



By Resolution of the City Council City of Charlottesville, dated August 8, 1990



SURVEYED BY <u>M.C. Mauro</u> 540-829-7551 SUPERVISED BY <u>Great Krystyniak</u> 540-829-7785 DESIGNED BY <u>Wilbur Smith Associates</u> 804-377-2300

# ROADSIDE DEVELOPMENT

CORE MIX

MIX	LBS./ ACRES	DESCRIPTION
1	<b>A</b>	* 100% CERTIFIED FINE FESCUE
2		100% CERTIFIED TALL FESCUE
3	200	50% CERTIFIED TALL FESCUE
J	200	* 50% CERTIFIED FINE FESCUE
1	<b>A</b>	50% ORCHARDGRASS
4		50 % CERTIFIED KENTUCKY BLUEGRASS
5		100% BERMUDAGRASS
TEMPORARY		
3/1 - 5/16 and	50	50% CERTIFIED TALL FESCUE
8/16 - 3/1	50	50% BARLEY, WINTER RYE OR WINTER WHEAT
5/16 - 8/16	50	50% FOXTAIL MILLET
	50	50% CERTIFIED TALL FESCUE

ALL RATES TO BE SPECIFIED BY THE DISTRICT ROADSIDE MANAGER

\* FINE FESCUES INCLUDE CHEWINGS, CREEPING RED, HARD, SHEEP

ADDI	Τ	IV	FS
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TYPE	LBS./ ACRES	DESCRIPTION
А	<b>A</b>	100% LOVEGRASS
В	20	100% BARLEY, WINTER RYE OR WINTER WHEAT
С	10	100% FOXTAIL MILLET
D	<b>A</b>	100% ANNUAL RYEGRASS
E	<b>A</b>	100% CROWNVETCH (LEGUME)
F	<b>A</b>	100% SERICEA LESPEDEZA (LEGUME)
G	<b>A</b>	100% BIRDSFOOT TREFOIL (LEGUME)
Н	<b>A</b>	
I	<b>A</b>	
J	<b>A</b>	
K	<b>A</b>	

SECTION OF SEED LOCATIONS

## SEEDING SCHEDULE

			DE DEV	/FL ODA	/FNIT C		· V			SLOPES SEED MIX WITH	MOWED SEED MIX WITH	WITH	MOWED SEED MIX WITH	SLOPES SEED MIX WITH	MOWED SEED MIX WITH
es	O TOPSOIL 2" CLASS A   B	REGULAR SEED		LIME	FERT. 15-30-15	LEGUME SEED	LEGUME OVER SEEDING	TEMPORARY SEEDING		ADDITIVE SPR MONTH		ADDITIVE SUM MONTH			WINTER & DATE
	ACRES	LBS.	LBS.	TONS	TONS	LBS.	LBS.	LBS.		4/1 -	6/1	6/1	9/15	9/15	- 4/1
									PROJECT NUMBERS	;					
		2,348	1,467	25.3	3.8				U000-104-102	3	3	<i>3C</i>	<i>3C</i>	<i>3B</i>	<i>3B</i>
									* SPECIFY KIND OF	-					
		2,348	1,467	25	4				FINE FESCUE						1

DENOTES ITEM(S) TO BE PAID FOR ON BASIS OF PLAN QUANTITIES IN ACCORDANCE WITH CURRENT ROAD AND BRIDGE SPECIFICATIONS.

PROJECT NUMBERS

U000-104-102

TOTALS

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

REVISED	STATE	FEDERAL AID		SHEET NO.	
	STATE	PROJECT	ROUTE	PROJECT	SHEET NO.
	VA.		McIntire Road Ext.	U000-104-102, RW-201 C-501	2J

## NOTES:

APPROXIMATELY 6.67 ACRES WILL BE DISTURBED ON THIS PROJECT AND WILL REQUIRE THE ESTABLISHMENT OF GRASSES AND/OR LEGUMES.

NOTES FOR FIELD USE ONLY

OVERSEEDING RATES SHALL BE 100 PERCENT OF THE SEED MIXTURE SUPPLIED WITHOUT FERTILIZER.

THE ENGINEER WILL REQUIRE THE CONTRACTOR TO PERFORM SUPPLEMENTAL SEEDING WHEN LESS THAN 75 PERCENT UNIFORM STAND OF THE PERMANENT GRASS SPECIFIED IN THE MIXTURES IS OBTAINED. (ANNUAL SPECIES SUCH AS, RYE AND MILLET ARE TEMPORARY VARIETIES AND REQUIRE SUPPLEMENTAL SEEDING.)

NOTES APPLY TO SCHEDULE

LEGUME SEED MIXES (BIRDSFOOT TREFOIL, CROWNVETCH, AND SERICEA LESPEDEZA)
AND WEEPING LOVEGRASS SHALL NOT BE USED ON SHOULDERS AND OTHER LOCATIONS
FLATTER THAN 3:1 SLOPE.

LEGUME SEED SHALL BE INOCULATED WITH THE APPROPRIATE STRAIN AND RATE OF BACTERIA. FOR HYDROSEEDING, USE FIVE TIMES THE DRY SEEDING RATE OF INOCULATE.

A TEMPORARY MIX OR EROSION CONTROL MULCH, AS DIRECTED BY THE ENGINEER, IS TO BE USED ONLY ON AREAS THAT ARE TO BE REGRADED OR LATER DISTURBED, IF LEFT DORMANT FOR MORE THAN 15 DAYS.

EROSION CONTROL MULCH, AS DIRECTED BY THE ENGINEER, IS TO BE USED ON AREAS THAT ARE TO BE LEFT DORMANT FOR MORE THAN 15 DAYS BETWEEN DECEMBER 1 AND FEBRUARY 28.

EROSION CONTROL MULCH, AS LISTED ON THE VDOT APPROVED PRODUCTS LIST, SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMENDATIONS.

EROSION CONTROL MULCH SHALL PROVIDE 100 PERCENT COVERAGE OF ALL DENUDED AREAS

SPRING & SUMMER AND FALL & WINTER DEFINED FOR THE PURPOSE OF DETERMINING
WHETHER HULLED OR UNHULLED BERMUDAGRASS AND SERICEA LESPEDEZA SEED IS REQUIRED:

SPRING & SUMMER 4/1 - 9/15 - USE HULLED SEED FALL & WINTER 9/15 - 4/1 - USE UNHULLED SEED

TYPE I MULCH (STRAW) TO BE USED ON NEWLY SEEDED AREAS ADJACENT TO ALL WATERWAYS, WETLANDS, SWAMPS, OR ANY AREA IN WHICH DRAINAGE FLOWS TOWARD AREAS UNDER THE JURISDICTION OF THE ENVIRONMENTAL REGULATORY AGENCIES.

TYPE I MULCH SHALL BE APPLIED TO PROVIDE A MINIMUM 90 PERCENT COVERAGE.

TYPE I MULCH SHALL BE TACKED WITH FIBER MULCH AT THE RATE OF 750 LBS. PER ACRE AND/OR MULCH TACKIFIER.

TYPE I MULCH (FIBER MULCH) MAY BE SUBSTITUTED FOR TYPE I MULCH AT THE RECOMMENDATION OF THE DISTRICT ROADSIDE MANAGER.

TYPE II MULCH SHALL BE APPLIED AT A RATE OF 1500 LBS, (NET DRY WEIGHT) PER ACRE TO PROVIDE A MINIMUM OF 90 PERCENT COVERAGE, AND SHALL BE APPLIED IN A SEPARATE APPLICATION.

ALL TOPSOIL IS TO BE FREE OF HARD LUMPS, CLODS, ROCKS AND FOREIGN DEBRIS AND IS TO BE HAND RAKED TO TIE INTO EXISTING LAWNS.

ALL SEED MUST BE IN CONFORMANCE WITH VDOT SEED SPECIFICATIONS FOR GRASSES & LEGUMES AND BE PROVIDED AT THE PROJECT SITE IN BAGS NOT OPENED AND LABELED FOR USE ON VDOT PROJECTS WITH A GREEN TAG CERTIFYING INSPECTION BY THE VIRGINIA CROP IMPROVEMENT ASSOCIATION.

## MIX REQUIREMENTS THIS PROJECT

RECOMMENDATIONS FOR THE APPLICATION OF SEED MIXTURES (CORE MIX AND ADDITIVES), FERTILIZER, LIME, ETC. ARE TO BE OBTAINED FROM THE DISTRICT ROADSIDE MANAGER.

REVISED 7/03
SPECIAL DESIGN SECTION DRAWING NO. A-4

PLAN NO. PROJECT FILE NO. SHEET NO. 2J

PROJECT MANAGER<u>Greg Krystyniak 540-829</u>-7785

DESIGN SUPERVISED BY <u>Greq Krystyniak</u> <u>540-829-7785</u> DESIGNED BY <u>Wilbur Smith Associates</u> <u>804-377-2300</u>

SURVEYED BY \_*M.C.Mauro\_540-829-7551*\_\_

DETENTION

## DRAINAGE DESCRIPTIONS

3-6
5.0' Mod.SWM-IReq'd.(See Detail Sheets 2MM,2PP)
Bottom Elev.= 362.50 Top Elev.= 367.50
3<sup>1</sup>/<sub>2</sub>" Diameter Drain Opening Orifice Req'd.Inv.= 365.50
3" Diameter Orifice Req'd.Inv.= 367.00
Mod.SWM-DR Req'd.(See Detail Sheet 2NN)

3-6 3-7 36' - 24" Storm Sewer Pipe w/Rubber Gaskets Req'd. (1.5' Cover)

Inv.(in)= 365.50 Inv.(out)= 365.32 I St'd.ES-I or 2 Req'd. 6 Tons St'd.EC-I Class I Req'd.Type A Installation Concrete Cradle Req'd.(See Detail Sheet 2NN) Exempt by Virginia Code Section 54.1-402.1 (1950), as amended.

VDOT Location and Design Culpeper, Virginia HYDRAULICS ENGINEER

380	
375 375 370 370	
370	380
Sediment Forebay •3A  Sediment Forebay •3B  Class   Rip Rap  368	4-8
368 366 Class I Rip Rap 366	
366	
i 369, 1 (367.5) (367.5)	
367.5 367.5 Low Marsh 367.5 SS	
368 Low Marsh 367 367 367 367 367 367 367 367 367 367	
WED'	
Prop. Permanent Fasement to Accompany to Acc	7776011811
Prop. Permanent Edition 1010 1010 1010 1010 1010 1010 1010 10	7743V1116 3-96 C.

TO BE USED AS A TEMPORARY SEDIMENT BASIN

EXTENDED BASIN *3 QUANTITY SUMMARY				
SWM BASIN EXCAVATION	SWM BASIN FILL (For berm)	SWM DRAINAGE STRUCTURE (SWM-I Precast)	CONCRETE CLASS A3 MISC. (For Cradle)	DRY RIP RAP CLASS I 26"*
CY	CY	LF	CY	TONS
1454	759	5	6	289

\* Geotextile Fabric Bedding to be Included with Rip Rap Cost to be Included in Cost of Rip Rap

\*\* See Grading Diagram for Pay Item

NOTE: THIS SHEET FOR STORMWATER MANAGEMENT FACILITY CONSTRUCTION ONLY

NOTE: For the Typical Sections on the SWM Basin, See Cross Section
Sheet X22

PLAN NO.	PROJECT	FILE NO.	SHEET NO.
	U000-104-102		2Z

PROJECT MANAGER **G.E.KRYSTYNIAK, P.E.** SURVEYED BY \_\_\_\_\_\_ DESIGN SUPERVISED BY\_\_\_\_\_\_ DESIGNED BY \_\_\_\_\_\_

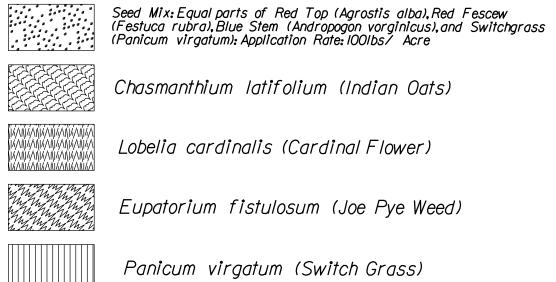
Extended Detention Basin #3

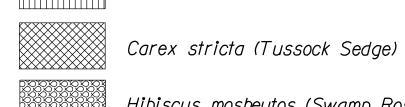
DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

ISED	STATE	FEDERAL AID		STATE	SHEET NO.
	SIAIL	PROJECT	ROUTE	PROJECT	STILLT NO.
	VA.			McIntire	(2)



	BASIN PLANTING KEY								
QTY.	COMMON NAME	BOTAN	IICAL NAME	SIZE	FORM	SPACINO			
	Seed Mix Equal parts applied at 1001bs/ Acre								
	Agrostis alba	Red Top							
29 <b>.</b> 0 lbs	Festuca rubra	Red Fescew			Seeding				
	Andropogon vorginicus	Blue Stem							
	Panicum virgatum	Switchgrass							
41	Chasmanthium latifolium	Indian Oats		2" x 6" Tubling	Tubling	2′ O.C.			
100	Lobelia cardinalis	Cardinal Fi	lower	2" x 6" Tubling	Tubling	2′ O.C.			
29	Eupatorium fistulosum	Joe Pye We	ed	No.I Cont.	Container	2.5′ O.C.			
79	Panicum virgatum	Switch Gra	iss	Quart Cont.	Container	2.5′ O.C.			
363	Carex stricta	Tussock S	Sedge	2" x 6" Tubling	Tubling	2′ O.C.			
221	Hibiscus mosheutos	Swamp Ros	se Mallow	No.1 Cont.	Container	2.5′ O.C.			
385	Sagittaria latifolia	Duck Potati	0	2" x 6" Tubling	Tubling	2′ O.C.			
c* 3	* Platanus x acerifolia	London Pla	ine Tree	l" Cal.	B&B or Cont.	See Plai			
A <b>*</b> /	* Quercus rubra	Red Oak		I" Cal.	B&B or Cont.	See Plar			
B <b>*</b> 2	* Liquidambar styraciflua	Sweet Gum		I" Cal.	B&B or Cont.	See Plar			
3	Betula nigra	River Birch	7	6' Multi-Trunk	B&B or Cont.	See Plar			
1	llex opaca	American H	lolly	5′	Cont.	See Plai			
5	Chinanthus virginica	White Fringe	e Tree	5′	Cont.	See Plai			
245	Clethra alnifolia	Sweet Peppe.	er Bush	18"	Cont.	4′ O.C.			
88	llex verticillata "Winter Red"	Winterberry		18"	Cont.	4′-5′ 0 <b>.</b> C			
107	Cornus sericea	Red Twig D	)ogwood	24"	Cont.	5′-6′ 0 <b>.</b> C			
6	Hamamelis virginiana	American Wi	itchhazel	4′	Cont.	See Plai			

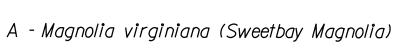


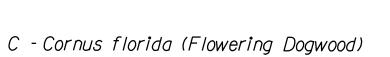


Hibiscus mosheutos (Swamp Rose Mallow)



Sagittaria latifolia (Duck Potato)



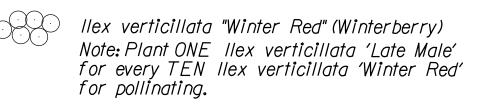


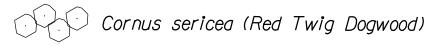
B - Cercis Canadensis (Eastern Redbud)

Betula nigra (River Birch) llex opaca (American Holly)

Chinanthus virginica (White Fringe Tree)







Hamamelis virginiana (American Witchhazel)



#### ★ See Legena for Revisea Planting

162 Units	Mulching	Unit = 100 S.F.
21 Units	Watering	Unit = 1000 Gal.
75 C.Y.	Re-mulching	
162 Units	Bed Preparation	Unit = 100 S.F.
5 Units	Vegetation Control	Unit = I complete weeding operation

WATERING TABEL - Water Every Week May - September

(A) Deciduous Trees IO' ht.or less -6 gallons per pit (B) Evergreen Trees -8 gallons per pit (C) Shrubs over 18" ht. -2 gallons per pit

(D) Shrubs/Herbaceous,18" ht.or less - I gallon per pit

-0.25 gallons per pit (E) Herbaceous material

	SCALE	
0	25'	50 50

PLAN NO.	PROJECT	FILE NO.	SHEET NO.
		McIntire	(2)

Design levels on = 1-63

DESIGN FEATURES RELATING TO CONSTRUCTION

OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED

NECESSARY BY THE DEPARTMENT

Levels On = 1-63

FEDERAL AID REVISED STATE STATE PROJECT PROJECT ROUTE U000-104-102, RW-201 Road 2CC VA. C-501 Ext.

# DETENTION BASIN #5

#### DRAINAGE DESCRIPTIONS

5-II 5.5' Mod SWM-I Req'd.(See Detail Sheets 2MM,2SS)
Bottom Elev.= 356.50 Top Elev.= 362.00
3<sup>1</sup>/<sub>2</sub>" Diameter Drain Opening Orifice Req'd.,Inv.= 359.50
2" Diameter Orifice Req'd.Inv.= 361.00
Mod.SWM-DR Req'd.(See Detail Sheet 2NN)

5-11 47' - 24" Storm Sewer Pipe w/Rubber Gasket Req'd. (2.0' Cover)

Inv (in)= 359.50 Inv.(out)= 359.00 St'd.ES-I or 2 Req'd. 6 Tons St'd EC-I Req'd.Class I Type A Installation Concrete Cradle Req'd.(See Detail Sheet 2NN)

Exempt by Virginia Code Section 54.1-402.1 (1950), as amended.

VDOT Location and Design Culpeper, Virginia HYDRAULICS ENGINEER

EXTENDED DETENTION BASIN *5 QUANTITY SUMMARY						
SWM BASIN EXCAV.	SWM BASIN FILL (For Berm)	SWM DRAINAGE STRUCTURE (SWM Precast)	CONCRETE CLASS A3 MISC. (For Cradle)	DRY RIP RAP CLASS I 26" *		
CY	CY	LF	CY	TONS		
676	129	6	8	60		

<sup>\*</sup> Geotextile Fabric Bedding to be Included with Rip Rap, Cost to be included in Cost of Rip Rap

TO BE USED AS A TEMPORARY SEDIMENT BASIN \*\* See Grading Diagram for Pay Item

NOTE: THIS SHEET FOR STORMWATER MANAGEMENT FACILITY CONSTRUCTION ONLY

NOTE: For Typical Sections on the SWM Basin, see Cross Section Sheet X23

PROJECT MANAGER <u>Greg Krystyniak</u> <u>540-829-7785</u> SURVEYED BY <u>M.C. Mauro 540-829-7551</u> DESIGN SUPERVISED BY <u>Greg Krystyniak</u> <u>540-829-7785</u> DESIGNED BY <u>Wilbur Smith Associates</u>	SCALE 0 25'	50'	EXTENDED
2000 of State of the state of t			390
Prof. international State of the Prof. in the Contract of the	22.6		
	Law Harsh		
	Cost Cident Marsh		
8 L.F. CD-2 COMBINATION UNDER OUTLET PIPE PIPE (6")  ODROP INLED		**************************************	
	ROBANIA I	G	
		2 5	

PLAN NO.	PROJECT	FILE NO.	SHEET NO.
	U000-104-102		2CC

DESIGN SUPERVISED BY <u>Greg Krystyniak</u> 540-829-7785

DESIGNED BY <u>Wilbur Smith Associates 804-377-2300</u>

PROJECT MANAGER Greg Krystyniak 540-829-7785 SURVEYED BY \_ M.C. Mauro\_540-829-7551 \_ .

Extended Detention Basin #5

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

COMMON NAME

Seed Mix Equal parts applied at 100lbs/ Acre

Agrostis alba

9.5 Ibs.

68

78

19

123

42

19

Festuca rubra

Panicum virgatum

Andropogon vorginicus

Chasmanthium latifolium

Eupatorium fistulosum

Hibiscus mosheutos

Sagittaria latifolia

Platanus x acerifolia

Liquidambar styraciflua

llex opaca

Clethra alnifolia

Cornus sericea

Hamamelis virginiana

Lobelia cardinalis

Carex stricta

	REVISED	STATE	FEDERAL AID		STATE	SHEET NO.
N [	STATE		PROJECT	ROUTE	PROJECT	SHEET NO.
		VA.		McIntire Road Ext.	U000-104-102, RW-201 C-501	2EE

WATERING TABEL - Water Every Week May - September

SIZE

2" x 6" Tubling

2" x 6" Tubling

No. I Cont.

(A) Deciduous Trees 10' ht.or less

(D) Shrubs/Herbaceous, 18" ht.or less

-8 gallons per pit

-6 gallons per pit

(C) Shrubs over 18" ht.

(B) Evergreen Trees

-2 gallons per pit

FORM

Seeding

Tubling

Tubling

Container

(E) Herbaceous material

BASIN PLANTING KEY

BOTANICAL NAME

Red Top

Red Fescew

Blue Stem

Switchgrass

Indian Oats

Cardinal Flower

Joe Pye Weed

-0.25 gallons per pit

SPACING

2' O.C.

2' O.C.

2.5′ O.C.

- I gallon per pit

Deep Pool

Seed Mix: Equal parts of Red Top (Agrostis alba), Red Fescew (Festuca rubra), Blue Stem (Andropogon vorginicus), and Switchgrass (Panicum virgatum): Application Rate: 100lbs/ Acre

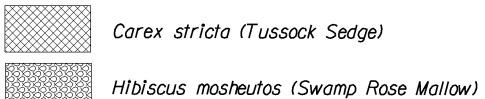


Chasmanthium latifolium (Indian Oats)

Lobelia cardinalis (Cardinal Flower)



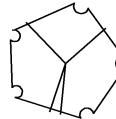
Eupatorium fistulosum (Joe Pye Weed)



Carex stricta (Tussock Sedge)



Sagittaria latifolia (Duck Potato)



Platanus x acerifolia (London Plane Tree)



Liquidambar styraciflua (Sweet Gum)



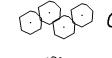
llex opaca (American Holly)



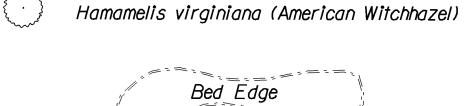
Clethra alnifolia (Sweet Pepper Bush)



llex verticillata "Winter Red" (Winterberry) Note: Plant ONE llex verticillata 'Late Male' for every TEN llex verticillata 'Winter Red' for pollinating.



Cornus sericea (Red Twig Dogwood)



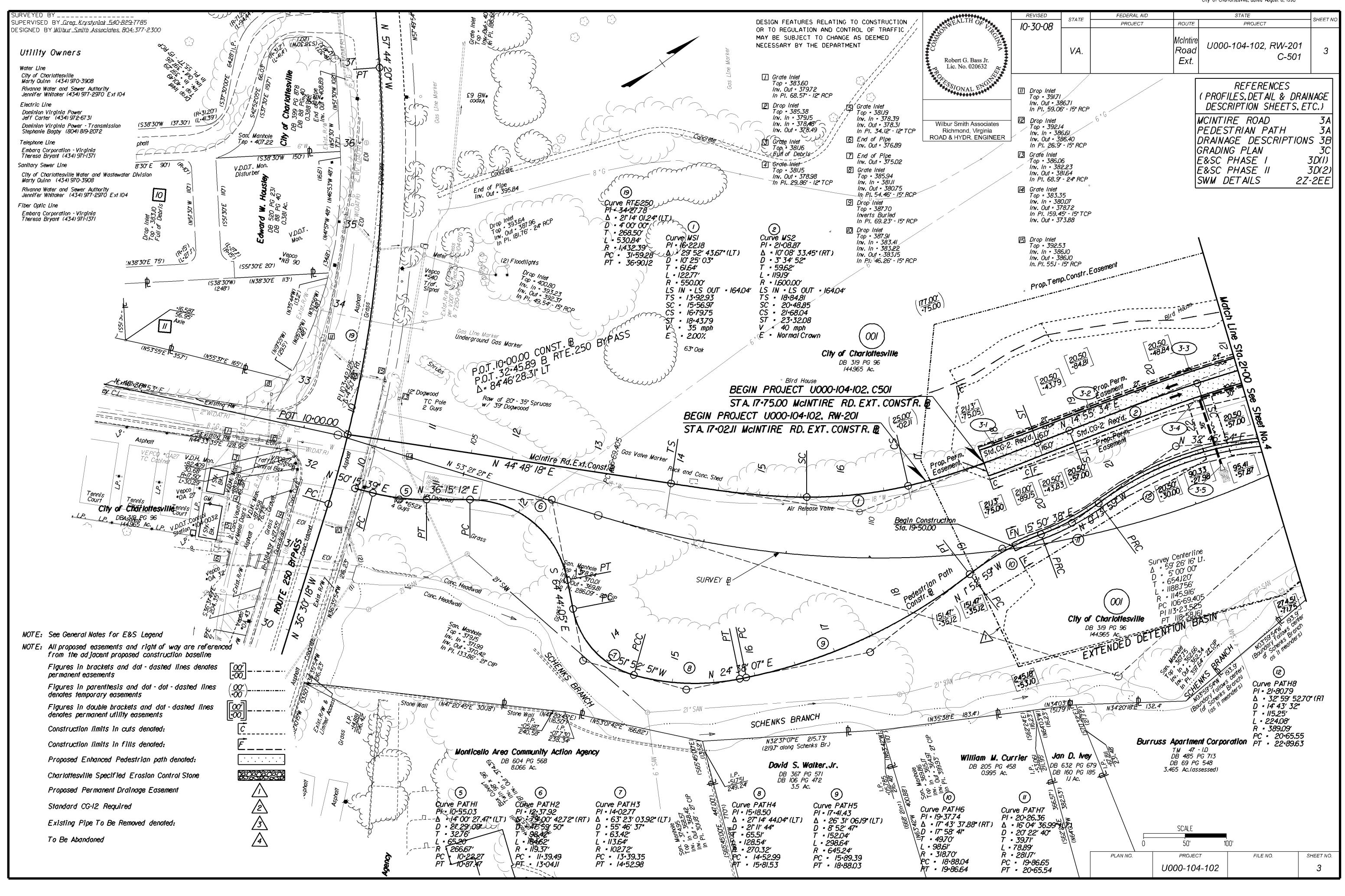
52 Units	Mulching	Unit = 100 S.F.
6 Units	Watering	Unit = 1000 Gal.
24 C.Y.	Re-mulching	
52 Units	Bed Preparation	Unit = 100 S.F.
5 Units	Vegetation Control	Unit = I complete weeding operation

llex verticillata "Winter Red"

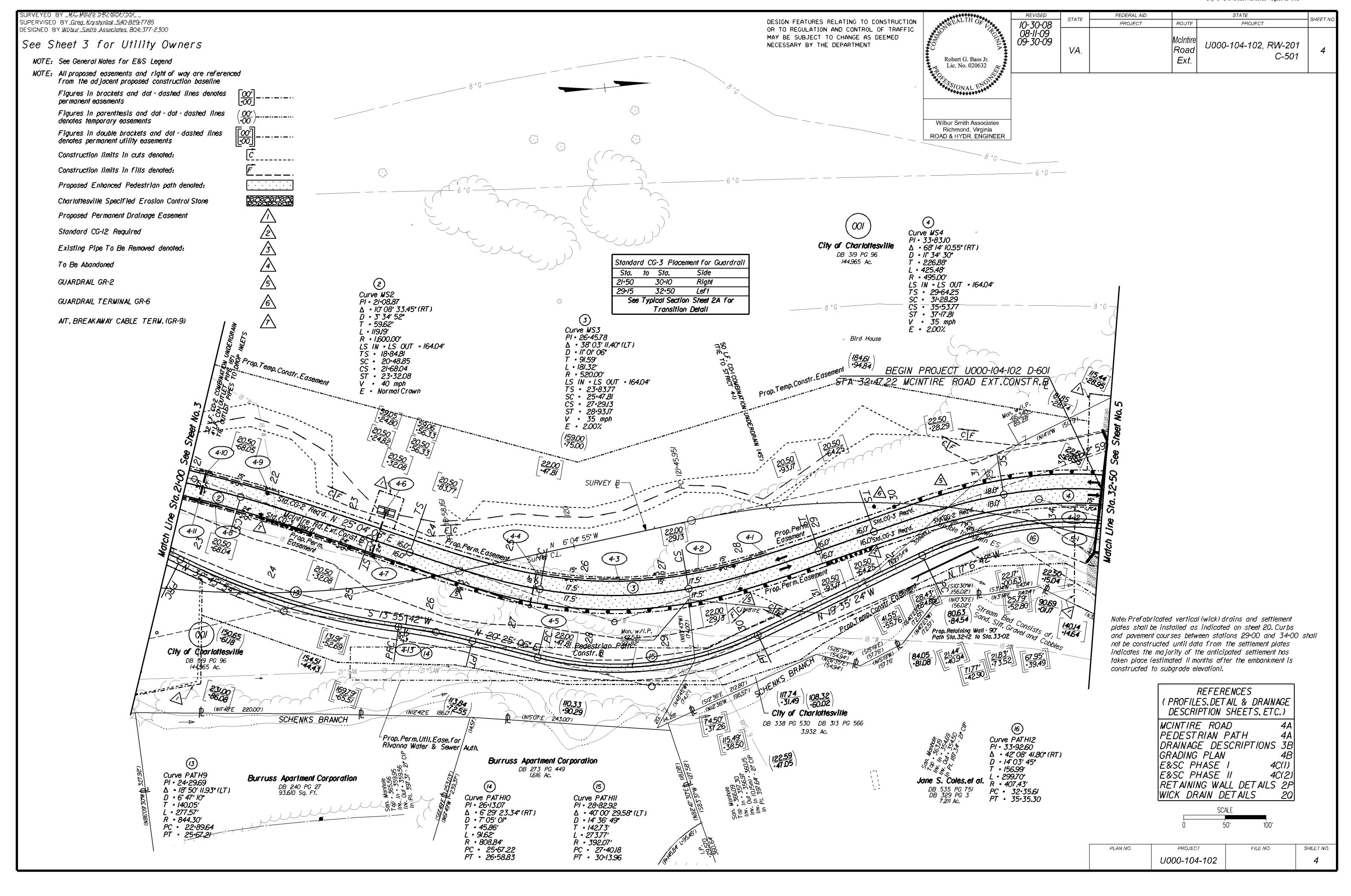
Tussock Sedge	2" x 6" Tubling	Tubling	2′ 0 <b>.</b> C.
Swamp Rose Mallow	No.1 Cont.	Container	2.5′ O.C.
Duck Potato	2" x 6" Tubling	Tubling	2′ O.C.
London Plane Tree	I" Cal.	B&B or Cont.	See Plan
Sweet Gum	I" Cal.	B&B or Cont.	See Plan
American Holly	5′	Cont.	See Plan
Sweet Pepper Bush	18"	Cont.	4′ O.C.
Winterberry	18"	Cont.	4′-5′ O.C.
Red Twig Dogwood	24"	Cont.	5′-6′ O.C.
American Witchhazel	4'	Cont.	See Plan
		<u> </u>	

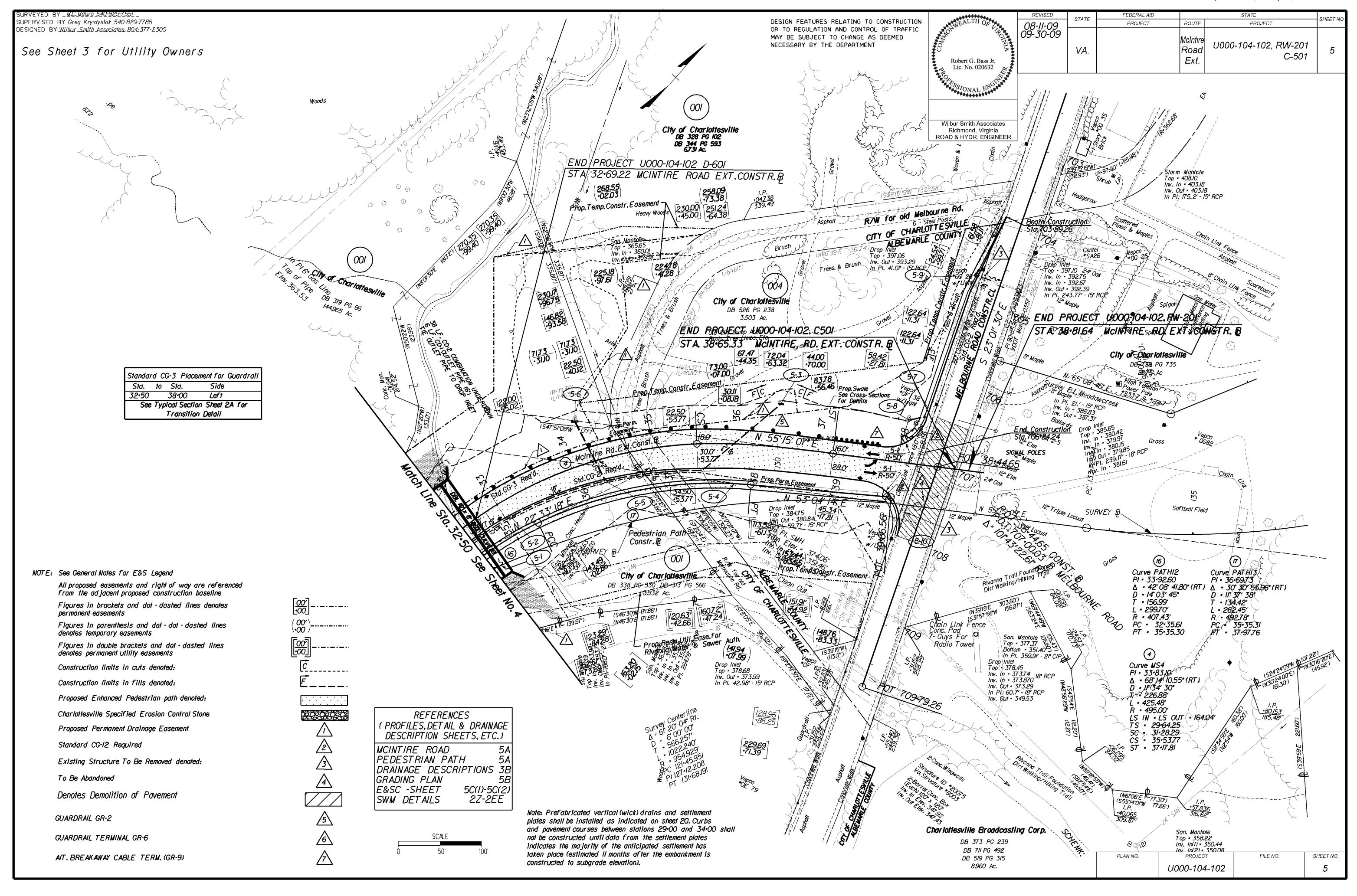
	SCALE	
0	25'	50'

PLAN NO.	PROJECT	FILE NO.	SHEET NO.
	U000-104-102		2EE

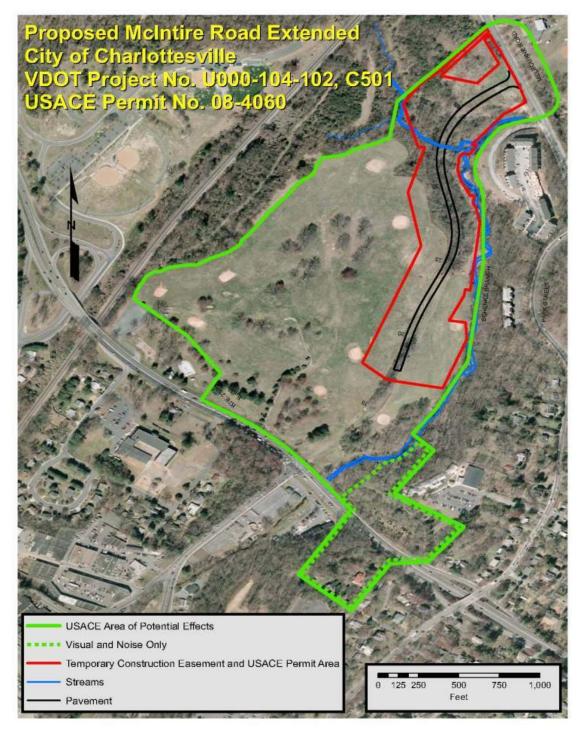


By Resolution of the City Council City of Charlottesville, dated August 8, 1990





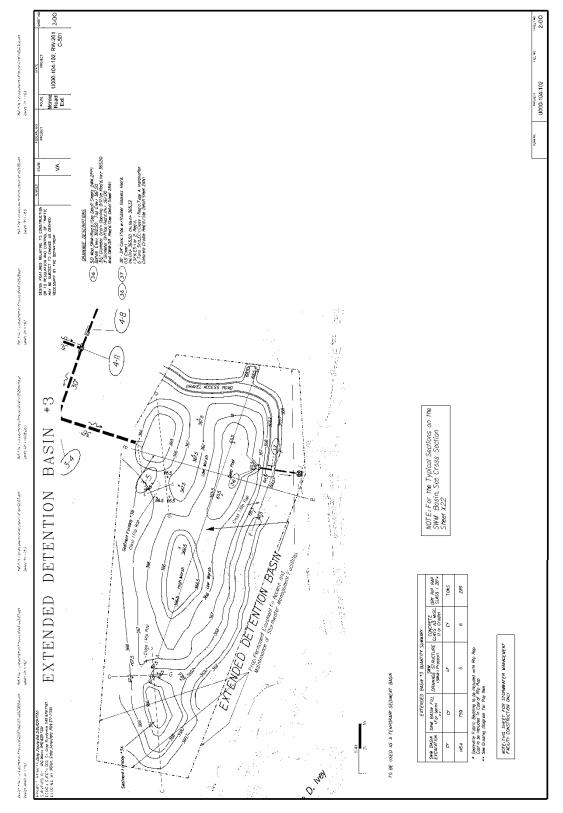
### ATTACHMENT C AREA OF POTENTIAL EFFECTS OF UNDERTAKING

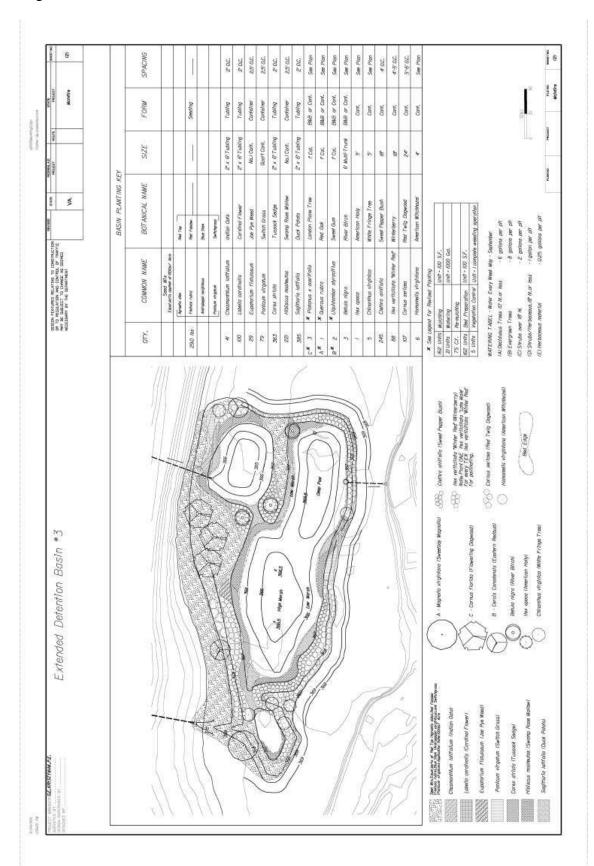


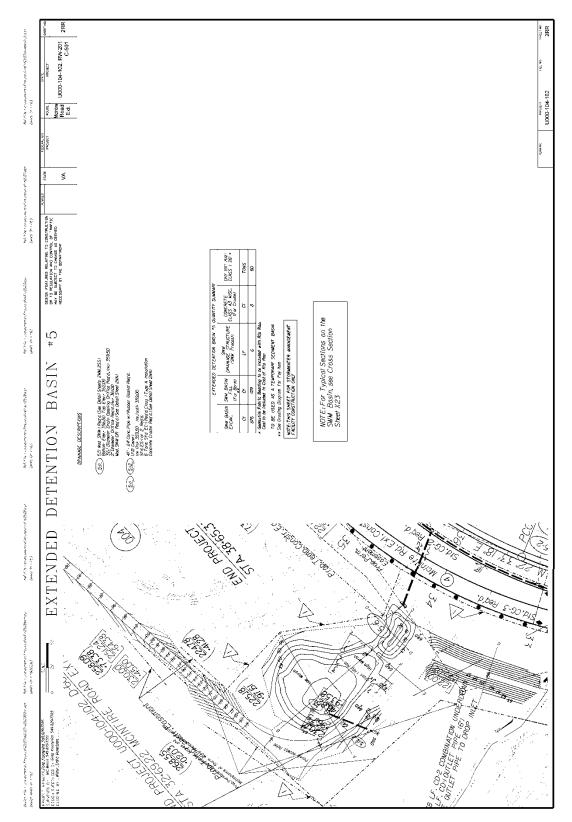
NOTE: The southern terminus of the MRE is being planned to connect to the City of Charlottesville's proposed Route 250 Bypass Interchange, the permit application for which is also being reviewed by the Norfolk District and is covered under separate MOA

MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 32 of 36

## ATTACHMENT D LANDSCPAPE PLANS FOR EXTENDED STORMWATER DETENTION BASINS NOS. 3 AND 5







#### MEMORANDUM OF AGREEMENT McIntire Road Extended, City of Charlottesville Page 36 of 36

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(1.14) - (1.	xtended Dete	Extended Detention Basin #5			DESCH FEALNESS RECATING TO CONSIDERATION OF "O STATUTION HOLD CONTROL, 25 TIGNED FOR SOMETAL TO CONNECT SETTING RECESSARY BY THE OCHARCHERI	15.0 15.0 15.0 15.0 15.0 15.0 15.0 15.0	Road Ext.	1000-104-102, RW-201 C-501	W-201 2TT
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				6/	Eupaharline (Tahunaun	Jre. Ha Weed	No.1 Cont.	Carrolner	25'0C.
				193		Tussack Sedge	2'x S'Tubling	Fubiling	P 0.0.
				48	hillinus mashedos  Sogilaria idifala	Swarp Rose Mallow Duck Parata	No.: Sent. 2" x 5" Tubing	Corredinor	25'0C.
						Sundan Player Lose		B88 or Court	3
				^		Sweet Gam		B&B or Cont.	See Plan
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Constraint Ostubera Os Bas West	$\sum$	Figurianmer styroctfoa (Sweel Gum)	Supposed to	•	٠	Winterbacky	**	Com.	4°5°00
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Larek stricts it ussook serget	)	Her special American Stulys	1 Homonells virginians (American Milahaze)	5 5226		Account months	*	Clean.	200 7.000
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