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Statement of Michael E. Hobbs
for the Alexandria City Council
February 12, 2011

The Waterfront Plan and the Settlement Agreements

Thank you, Mayor Euille and members of the Council. I am Michael Hobbs, residing at 419 Cameron Street.

I would like to speak today to some of the legal implications of the Waterfront Plan that you heard a presentation on at your work session this past Tuesday, and that is scheduled for your consideration as early as April.

Land use on at least three of the four principal sites proposed for redevelopment in the draft Plan is governed in part by the Settlement Agreements of the early 1980s.

Those agreements as they stand would apparently not permit the hotels proposed for the Robinson Terminal sites, or the parking facility and restaurant building in Waterfront Park. There has been little focus or public discussion of this until very recently; but it was acknowledged in the materials for the work sessions for the Planning Commission last week and for you this week.

That presentation notes that implementation of the plan would require amendment of the Settlement Agreements governing the Robinson Terminal sites and Waterfront Park.

I pretend to no expertise on matters of land use law. But I would urge you to consider that this is far more than an incidental matter, a legal technicality that can or should be easily disposed of.

Forty years ago—before I came to Alexandria, and before most of you did—there was a profound debate about the proposed and future uses of the waterfront in Alexandria. It was not the subject just for discussion at community meetings, or even for resolution by the Alexandria City Council. It became the subject of dueling legislation and public hearings in the United States Congress, and its public policy conclusions were recorded, ultimately, in those Settlement Agreements and in the City's existing Waterfront Plan.

Among those conclusions was that Waterfront Park “shall be used as an open space public park area.” Explicitly precluded were any permanent buildings over fifteen feet high, and any parking facility beyond the 16 spaces that were already there.

This is not a simple contract between two private parties, such as those that Pat Troy presumably has for the purchase of provisions for his restaurant. This was a public policy compact to govern the use of Waterfront Park, reflected in a solemn agreement between the United States and the City of Alexandria.

Of course, any agreement between two parties can be changed, if they both ultimately agree, and in some cases if a court with jurisdiction of a settlement approves. But this is not a casual or collateral matter, certainly not a technicality to be disposed of at the staff level.

Changes to the public policy agreement governing Waterfront Park should be undertaken only with the most careful advice of your Planning Department and your City Attorney, and with your own most serious consideration not just of the technical, legal possibility, but of the wisdom or necessity of so fundamental a change to this solemn undertaking, thirty years ago, between the governments of the United States and of the City of Alexandria.

The Settlement Agreements need not be frozen in time in every detail. The 1992 zoning law, for example, strengthened their protections in several respects. But the broad public policy principles reflected in those agreements should be respected, and preserved.

Thank you for your consideration.