

ACTIONS
Board of Supervisors Meeting of February 6, 2013

February 7, 2013

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>	<u>PODCAST</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> Meeting was called back to order at 9:00 a.m., by the Chair, Ms. Mallek. All BOS members were present. Also present were Tom Foley, Larry Davis, Ella Jordan and Travis Morris. 		Listen
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> APPROVED, by a vote of 6:0, to suspend the Board's Rules of Procedure to allow Board actions to be taken regarding Mr. Dumler without the required notice for matters not on the Agenda. APPROVED, by a vote of 5:0:1(Dumler), to censure Mr. Dumler for his inappropriate conduct that resulted in his conviction of a misdemeanor. The purpose of the censure is to affirm, on the record, our disapproval of his behavior and to admonish him for the discredit his actions have brought to this Board. APPROVED, by a vote of 3:2(Mallek,Rooker):1(Dumler) a motion asking Mr. Dumler to resign his seat on the Albemarle County Board of Supervisors. ACCEPTED the final agenda. 		
<p>5. Brief Announcements by Board Members.</p> <p><u>Dennis Rooker:</u></p> <ul style="list-style-type: none"> Provided Board members with a copy of a page from the Kiplinger Letter, which talks about the expectation of more widespread mobile phone service. As the Board is looking at the Cell Tower Ordinance, he asked that it keep in mind that there are a lot of technical things happening that can coincide with preserving aesthetics and having good cell service. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Announced that the kickoff for The Big Read will be February 23, 2013, 2:00 p.m., at the Downtown Mall Free Speech Monument. The book for 2013 is The Joy Luck Club by Amy Tan. 		
<p>6. Recognitions:</p> <p>a. GFOA Award, Leslie Beauregard.</p> <ul style="list-style-type: none"> On behalf of GFOA, Leslie Beauregard, Director of Budget and Performance Management, City of Charlottesville, presented the Distinguished Budget Presentation Award, to Lori Allshouse, Director of the Office of Management and Budget. <p>b. Monticello – 25th Anniversary as a UNESCO World Heritage Site, Ann Taylor.</p> <ul style="list-style-type: none"> Chair read and presented recognition to Leslie Greene Bowman, President of the Thomas Jefferson Foundation, and Ann H. Taylor, Executive Vice President of the Thomas Jefferson Foundation. 	(Attachment 1)	
<p>7. Board Discussion on Police Firing Range.</p>		

<ul style="list-style-type: none"> • By a vote of 6:0, the Board CANCELLED the February 13, 2013 public hearing on the Police Firing Range proposal at the Keene Landfill site, DIRECTED staff to bring forward information on funding for an enclosed firing range, DIRECTED staff to bring forward information on additional sites for a firing range, and DIRECTED that the Keene Landfill site only be considered further as a site for an enclosed firing range. • By a vote of 6:0, DIRECTED staff to prepare a recommendation for a proposed committee to consider options for firearms training for County police officers. 		Listen
<p>8. From the Public: Matters Not Listed for Public Hearing on the Agenda. <u>The following individuals spoke about the appropriateness of Mr. Dumler to continue to represent the Scottsville District:</u></p> <ul style="list-style-type: none"> • Chris Winter • Nancy Arllen • Peter Way • Forrest Marshall, Jr. • Charles Winkler • Joe Gieck • Charles Battig • Pat Napoleon • Diane Weber • Emalie Hedberg • Carole Thorpe • Earl Smith • Audrey Welborn • Sally Thomas • Cynthia Neff • John Zhavan <p><u>The following individuals spoke about the proposed police firing range:</u></p> <ul style="list-style-type: none"> • Dan Gritsko • Cyndra Van Clief • Eric Arleen • Bill Tunner • David Hickle • Jan Karen • Laurel Davis • Helen Paranzino • Debra Kara • Dennis Parazino • D. G. Van Clief • Barbara West • Thomas Polder • Jerome Beazley • Paula Beazley • Thomas Donnelly • Mary Agnes Johnson • Rachel Clarke • Delores Rogers • John Eichenberger • Vic Pena • Harold Pillar <ul style="list-style-type: none"> • <u>Ellie Thomas</u>, on behalf of the Virginia 		Listen

	<p>Cooperative Extension and its Master Gardener Program, thanked the Board for its funding and provided an update on upcoming events in 2013.</p> <ul style="list-style-type: none"> • <u>Morgan Butler</u>, on behalf of the Southern Environmental Law Center, spoke about the cost estimate for the critical slopes review (Item 9.10 on the consent agenda). • <u>Chuck Boldt</u> expressed objection to the special use permit granted to New Hope Church. • <u>Ray Hummiston</u>, a resident of Keswick, spoke about Castle Hill Cider. 		
	<p>NonAgenda. At 10:56 a.m., the Board recessed and then reconvened at 11:08 a.m.</p>		
9.2	<p>Authorize County Executive to sign Leases with Jefferson-Madison Regional Library.</p> <ul style="list-style-type: none"> • APPROVED leases with JMRL for the Scottsville, Northside and Crozet branch libraries, and AUTHORIZED County Executive to execute the leases. 	<p><u>George Shadman/County Attorney:</u> Proceed as approved. Provide Clerk's office with copy of fully executed documents. (Attachment 2)</p>	
9.3	<p>Resolution to Appoint Shawn Maddox as Assistant Fire Marshal.</p> <ul style="list-style-type: none"> • ADOPTED Resolution appointing Shawn Maddox as an Albemarle County Assistant Fire Marshal without police powers. 	<p><u>Clerk:</u> Forward copy of signed resolution to Fire/Rescue and County Attorney's office. (Attachment 3)</p>	
9.4	<p>SDP-2012-00067. Houchens/Verizon Britts Tier II Personal Wireless Facility.</p> <ul style="list-style-type: none"> • APPROVED the special exception for a monopole ten (10) feet above the reference tree. • APPROVED modification of Section 5.1.40(d)(6) to allow a waiver to disturb critical slopes. • APPROVED SDP-2012-00067 subject to one condition. 	<p><u>Clerk:</u> Set out condition of approval. (Attachment 4)</p>	
9.5	<p>Ordinance to Adopt and Approve an Addendum to the January 20, 1984 Agreement By and Among the County of Albemarle, Virginia, the City of Charlottesville, Virginia and the Rector and Visitors of the University of Virginia for the Funding and Operation of the Emergency Communications Center.</p> <ul style="list-style-type: none"> • ADOPTED Ordinance to adopt the Addendum #2 to the Agreement. 	<p><u>Clerk:</u> Forward copy of adopted ordinance to County Attorney's office, OMB and ECC. <u>County Attorney:</u> Provide Clerk's office with fully executed copy of agreement. (Attachment 5)</p>	
9.6	<p>Resolution to accept road(s) in Fray's Mill Subdivision into the State Secondary Road System.</p> <ul style="list-style-type: none"> • ADOPTED resolution. 	<p><u>Clerk:</u> Forward signed resolution and Form AM-4.3 to Glenn Brooks. (Attachment 6)</p>	
9.7	<p>FY 2013 Budget Amendment and Appropriations.</p> <ul style="list-style-type: none"> • APPROVED appropriations #2013062, #2013064, #2013065, #2013066, #2013067, #2013068, #2013069, #2013070, and #2013071. 	<p><u>Clerk:</u> Notify OMB, Finance and appropriate individuals.</p>	
9.8	<p>ACE; Virginia Department of Agriculture and Consumer Services grant for easement acquisition.</p> <ul style="list-style-type: none"> • AUTHORIZED County Executive to execute the Agreement on behalf of the County, provided that it is first approved as to form and content by the County Attorney 	<p><u>County Attorney:</u> Provide Clerk's office with fully executed copy of agreement. (Attachment 7)</p>	
9.9	<p>Resolution to Approve Travel Reimbursement Policy for Board of Supervisors' Members.</p> <ul style="list-style-type: none"> • ADOPTED Resolution 	<p><u>Clerk:</u> Forward copy to Finance and County Attorney's office. (Attachment 8)</p>	

<p>9.10 ZTA 2012-0012 - Critical Slopes; cost of revising critical slopes regulations.</p> <ul style="list-style-type: none"> • DIRECTED, by a vote of 6:0, staff to proceed with the ZTA to amend the critical slope regulations as outlined by staff, including a Board work session on the outline of the proposed regulations before the Planning Commission work session. (Note: Action taken at end of meeting.) 	<p><u>Community Development:</u> Proceed as directed.</p>	
<p>10. Pb. Hrg.: SP-2012-00013. Kenridge (Sign #48&49).</p> <ul style="list-style-type: none"> • APPROVED, by a vote of 6:0, SP-2012-00013, subject to the 17 recommended conditions. 	<p><u>Clerk:</u> Set out conditions of approval. (Attachment 4)</p>	<p>Listen</p>
<p>11. Pb. Hrg.: SP-2012-00023. Faith Christian Center International (Sign #67).</p> <ul style="list-style-type: none"> • APPROVED, by a vote of 6:0, SP-2012-00023, subject to the 7 recommended conditions 	<p><u>Clerk:</u> Set out conditions of approval. (Attachment 4)</p>	<p>Listen</p>
<p>12. PROJECT: SP-2011-00002. Castle Hill Cider. (Deferred from January 16, 2013)</p> <ul style="list-style-type: none"> • APPROVED, by a vote of 4:2(Dumler/Mallek), SP-2011-00002 subject to 11 conditions. 	<p><u>Clerk:</u> Set out conditions of approval. (Attachment 4)</p>	<p>Listen</p>
<p>13. FY 2011-2012 Comprehensive Annual Financial Report (CAFR), David Foley.</p> <ul style="list-style-type: none"> • ACCEPTED, by a vote of 6:0, the FY 2011-2012 Comprehensive Annual Financial Report. 		<p>Listen</p>
<p>14. Access Albemarle: Revenue and Taxation System. (Moved to consent agenda)</p>		
<p>15. Community Development Work Program.</p> <ul style="list-style-type: none"> • RECEIVED. (This item was discussed during afternoon portion of meeting.) 		<p>Listen</p>
<p>16. Closed Meeting.</p> <ul style="list-style-type: none"> • At 12:57 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia under Subsection (1) to consider appointments to boards, committees, and commissions in which there are pending vacancies or requests for reappointments and to consider the appointment of an Assistant County Executive; and under Subsection (7) to consult with legal counsel and staff regarding specific legal matters requiring legal advice relating to the negotiation of an agreement for implementing a cooperative cost recovery program for emergency service transports. 		<p>Listen</p>
<p>17. Certified Closed Meeting.</p> <ul style="list-style-type: none"> • At 2:32 p.m., the Board reconvened into open meeting and certified the closed meeting. 		
<p>18. Boards and Commissions: Appointments.</p> <ul style="list-style-type: none"> • APPOINTED Ms. Marcia Joseph to the Architectural Review Board, to fill the unexpired term of Paul Wright, to expire on November 14, 2014. • REAPPOINTED Mr. Vernon Jones as White Hall District representative, to the Economic Development Authority, with said term to expire on January 19, 2017. • APPOINTED Ms. Tammie Moses as Jack Jouett District representative, to the Equalization Board, with said term to expire December 31, 2013. • APPOINTED Mr. Gary Grant to the Jefferson 	<p><u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.</p>	

<p>Area Board for Aging Advisory Council, to fill the unexpired term of Naomi Ryan, to expire on May 31, 2013.</p> <ul style="list-style-type: none"> • APPOINTED Ms. Kirsten Miles to the Jefferson Area Disability Service Board, to fill the unexpired term of Susan Jacobson, to expire on June 30, 2013. • APPOINTED Ms. Kimberly Swanson to the Places 29 Community Advisory Council, with said term to expire on January 31, 2016. • Recommended the REAPPOINTMENT of Mr. Michael Gaffney as Chairman and Joint City/County representative to the Rivanna Solid Waste Authority and the Rivanna Water and Sewer Authority, with said term to expire on December 31, 2014. • APPOINTED Mr. William Hines to the Rivanna Solid Waste Authority Citizens Advisory Committee, with said term December 31, 2014. 		
<p>19. Board-to-Board, <i>Monthly Communications Report for School Board</i>, School Board Chairman.</p> <ul style="list-style-type: none"> • Received. 		<p>Listen</p>
<p>20. Economic Vitality Action Plan Quarterly Update.</p> <ul style="list-style-type: none"> • Received. 		<p>Listen</p>
<p>21. Quarterly Capital Projects Status Report, February 2013.</p> <ul style="list-style-type: none"> • Received. 		<p>Listen</p>
<p>22. Work Session: Courts Study.</p> <ul style="list-style-type: none"> • DIRECTED staff to bring additional information on the various options. 	<p><u>Trevor Henry:</u> Proceed as directed.</p>	<p>Listen</p>
<p>23. From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p>a. Noise Ordinance, Ken Boyd.</p> <p>b. Long Range Transportation Plan, Dennis Rooker.</p> <p><u>Dennis Rooker:</u></p> <ul style="list-style-type: none"> • Requested a presentation on projects in the long range transportation plan. • Stated that he and Mr. Thomas met with representatives regarding the InSync traffic adaptive traffic control system and he provided Board members with a copy of information they received. • Asked if staff planned to include on a future agenda a resolution regarding Drones. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> • Asked Mr. Graham to look into the issues brought up by the public on New Hope Church. • Announced that she has had several community meetings about the section of the Browns Gap Turnpike that is beyond State maintenance and that she would be meeting with neighbors, VDoT and Shenandoah National Park representatives on February 15. 	<p><u>County Executive:</u> Proceed as directed.</p> <p><u>Mark Graham:</u> Proceed as directed.</p>	<p>Listen</p>
<p>24. From the County Executive: Report on Matters Not Listed on the Agenda.</p> <p>a. Update on status of solid waste.</p> <ul style="list-style-type: none"> • Announced that an update is scheduled for March 6, and that staff is working on a draft RFP and with the RSWA on a lease agreement. • Recommended the appointment of Doug 		

<p>Walker as Assistant County Executive for Community Services.</p> <ul style="list-style-type: none"> • By a vote of 6:0, APPOINTED Doug Walker as Assistant County Executive for Community Services. • By a vote of 6:0, APPROVED consent agenda item 9.10. 		
<p>25. Adjourn to February 22, 2013 at 11:30 a.m., Room 241.</p> <ul style="list-style-type: none"> • At 6:10 p.m., the Board adjourned until February 22, 2013. 		

ewj/tom

- Attachment 1 – Recognition – Monticello 25th Anniversary as UNESCO World Heritage Site
- Attachment 2 – Leases with Jefferson-Madison Regional Library
- Attachment 3 – Resolution to Appoint Shawn Maddox as Assistant Fire Marshal.\
- Attachment 4 – Conditions of Approval on Planning items
- Attachment 5 – Ordinance – Addendum to ECC Agreement
- Attachment 6 – Resolution - Fray's Mill Subdivision
- Attachment 7 – ACE Agreement
- Attachment 8 - Resolution - Travel Reimbursement Policy for Board of Supervisors' Members

RECOGNITION

WHEREAS, in December, 2012, Monticello celebrated the 25th Anniversary of its inscription on the United Nations Educational, Scientific and Cultural Organization (UNESCO) World Heritage List, becoming recognized in 1987 along with the University of Virginia's Academical Village, the Great Wall of China and the Acropolis in Athens, as 'World Heritage Sites;' and

WHEREAS, Monticello is the only U.S. presidential and private home on the UNESCO World Heritage List and symbolizes how Jefferson took Enlightenment ideals about the rights of man and crafted them into a new nation introducing self-government, liberty and human equality, fostering world-changing ideas which have given hope and inspiration to people everywhere; and

WHEREAS, Monticello is a national and international cultural, educational, and historical centerpiece that provides a lens for scholars and visitors to view the beginnings of the American republic; and

WHEREAS, Monticello anchors our community's tourism industry, serving as a compelling destination for more than 27 million visitors since it was opened as a public attraction in 1924 and attracting more than 440,000 visitors every year since 1979; and

WHEREAS, Monticello focuses significant energy and expertise on its national and international educational mission serving more than 78,000 school-age children each year in addition to hosting over 220 scholars through a program of residential fellowships and travel grants at the Robert H. Smith International Center for Jefferson Studies; and

WHEREAS, staff at Monticello and the Thomas Jefferson Foundation work not only to steward the historical significance of Thomas Jefferson and his home at Monticello but also actively engage in shaping a vibrant and future for our local community through programs like the Heritage Harvest Festival and a broad variety of cultural outreach activities;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors expresses its sincere appreciation for the critically important role that Monticello and the Thomas Jefferson Foundation play in the well-being of our community and its worldwide attraction as an educational, cultural and historic destination and congratulates Monticello on its 25th anniversary as a UNESCO World Heritage Site.

Signed and sealed this 6th day of February 2013.

LEASE AGREEMENT – SCOTTSVILLE BRANCH LIBRARY

THIS LEASE AGREEMENT is made as of January 1, 2013 by and between the COUNTY OF ALBEMARLE, VIRGINIA (hereinafter, the "County") and the JEFFERSON-MADISON REGIONAL LIBRARY (hereinafter, the "Library").

ARTICLE I. PREMISES AND IMPROVEMENTS

Section 1.1. In consideration of and subject to the covenants herein set forth and pursuant to Section 7 of the Agreement for Jefferson-Madison Regional Library, to which the County is a party, the County hereby leases to the Library the premises described on Exhibit A attached hereto and made a part hereof together with any and all improvements thereon (the "Premises"). The Premises shall be provided for use by the Library at no cost to it.

ARTICLE II. TITLE: QUIET ENJOYMENT

Section 2.1. So long as the Library is not in default hereunder, the Library shall have peaceful and quiet enjoyment, use and possession of the Premises without hindrance on the part of the County or anyone claiming by, through, or under the County.

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease shall commence on January 1, 2013 (the "Date of Commencement") and shall expire June 30, 2013. All references to the "term" of this Lease shall, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

Section 3.2. Renewal. Subsequent to the initial term, this Lease shall be renewed automatically for subsequent one-year terms, to coincide with the County's July 1-June 30 fiscal year, unless and until terminated in accordance with Section 3.3 below.

Section 3.3. Termination. This Lease and the Library's occupancy of the Premises may be terminated by either party upon ninety (90) days advance written notice to the other party. In no event shall termination of this Lease alone be construed as a withdrawal from a regional library system pursuant to *Virginia Code* § 42.1-42.

ARTICLE IV. UTILITIES AND SERVICES

Section 4.1. Initial Term. During the initial term of this Lease, the Library shall independently arrange and provide for all items and services, at a level reasonably necessary for the proper use and enjoyment of the Premises, including: Telephone, Custodial Services, Furniture & Appliances, Routine repairs to non-mechanical systems (i.e. work orders), IT Services, Solid Waste Services, Electric, Water, Sewer, Preventive Maintenance to all Mechanical Systems, Cyclical Maintenance, (i.e. exterior window cleaning, annual carpet cleaning, wall painting), Snow & Ice control, Landscaping, Facility Assessment, Capital Improvements, and Alarms. During this initial term, the County shall independently arrange and provide only major structural repairs, at no direct cost to the Library. Except as otherwise provided in the current Agreement for Jefferson-Madison Regional Library, all such Library-provided items and/or services shall be "local costs" thereunder.

Section 4.2 Subsequent Term(s). During any subsequent term(s) of this Lease, the following items and services shall be provided and maintained at a level reasonably necessary for the proper use and enjoyment of the Premises, pursuant to the table below. The County shall provide all items and services identified below as "County" at no direct cost to the Library, at a reasonable level of service determined by the County. The Library shall independently arrange and provide for all items and services identified below as "Library." Except as otherwise provided in the current Agreement for Jefferson-Madison Regional Library, all Library-provided items and/or services shall be "local costs" thereunder.

Service/Expense		
	County Provided	Library Provided
Telephone		L
Custodial Services	C	
Furniture & Appliances		L
Routine repairs to non-mechanical systems (i.e. work orders)	C	
IT Services		L
Solid Waste Services	C	
Electric, Water, Sewer	C	
Parking Lot Lights, Fixtures	C	
Parking Lot & Sidewalk Repairs	C	
Preventive Maintenance to all Mechanical Systems	C	
Cyclical Maintenance, (i.e. exterior window cleaning, annual carpet cleaning, wall painting)	C	
Snow & Ice control	C	
Landscaping	C	
Facility Assessment	C	
Capital Improvements	C	
Elevators	N/A	
Alarms	C	
Sprinkler Systems	N/A	
Major Structural Repairs	C	

ARTICLE V. USE OF PROPERTY

Section 5.1. Permitted Use. The Library shall have use of the Premises for a public library.

Section 5.2. Good Repair. The Library shall keep in good repair and shall take good care of the Premises and fixtures therein located and, at the expiration or earlier termination or cancellation of this Lease, shall surrender the Premises and fixtures in as good condition as at the time of delivery, subject to reasonable wear and tear. In the event of the County's withdrawal from the Agreement for Jefferson-Madison Regional Library, disposition of personal property not affixed to the Premises shall be in accordance with Section 10 of said Agreement. Any failure to keep the Premises in good repair shall be considered a default of this Lease and shall be grounds for termination thereof.

ARTICLE VI. ALTERATIONS, IMPROVEMENTS, AND FIXTURES

Section 6.1. The Library may, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements which do not damage or alter the Premises, provided that the County's consent shall have first been obtained in writing, and provided that the Library shall obtain all required governmental permits for such alterations, additions or improvements.

Section 6.2. The Library may, from time to time, make interior structural alterations, additions or improvements, only with the County's prior written consent to plans and specifications therefor. Any such interior structural alterations, additions or improvements shall become the County's property.

ARTICLE VII. INSURANCE

Section 7.1. The County shall, during the term of this Lease, maintain in force general public liability insurance and property insurance on the Property in an amount equivalent to coverage for its other public buildings and facilities or such greater amounts deemed necessary, and shall name the Library as an additional named insured. The Library shall maintain in force an insurance policy providing contents coverage for all Library materials, fixtures, and equipment in such amounts as shall be adequate to insure replacement coverage for such items.

ARTICLE VIII. MISCELLANEOUS

Section 8.1. Notices. Any notice, demand, request or other instrument which may be, or are required to be given under this Lease, shall be in writing and delivered in person or by United States certified mail, postage prepaid, and shall be addressed:

- (a) if to the County, at
County of Albemarle
Attn: County Executive
County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
or at such other address as the County may designate by written notice;

- (b) if to the Library, at
Jefferson-Madison Regional Library
Attn: Regional Library Director
201 East Market Street
Charlottesville, Virginia 22902
or at such other address as the Library shall designate by written notice.

Section 8.2. Annual Appropriations. The County's obligations under this Lease are subject to annual appropriations by the Board of Supervisors of Albemarle County, Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

EXHIBIT A

DESCRIPTION OF PREMISES

All that certain tract or parcel of land situate, lying and being at 330 Bird Street, Scottsville, Virginia, (hereinafter "the Premises") on that certain plat by R.O. Snow, C.L.S. entitled "Plat Showing Survey of 0.496 Acres, the Property of the Albemarle County School Board, Located in the Town of Scottsville at the Intersection of Page and Bird Streets, Albemarle County, Virginia" (the "Plat"), dated March 19, 1981 and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 725, page 209. Reference is made to the plat for a more particular description of the location of the described lands.

SUB-LEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made as of January 1, 2013 by and between the COUNTY OF ALBEMARLE, VIRGINIA (hereinafter, the "County") and the JEFFERSON-MADISON REGIONAL LIBRARY (hereinafter, the "Library").

ARTICLE I. PREMISES AND IMPROVEMENTS

Section 1.1. In consideration of and subject to the covenants herein set forth and pursuant to Section 7 of the Agreement for Jefferson-Madison Regional Library, to which the County is a party, the County hereby subleases to the Library the premises described on Exhibit A attached hereto and made a part hereof together with any and all improvements thereon (the "Premises"). The Premises shall be provided for use by the Library and be funded as a Charlottesville-Albemarle cost.

ARTICLE II. TITLE: QUIET ENJOYMENT

Section 2.1. So long as the Library is not in default hereunder, the Library shall have peaceful and quiet enjoyment, use and possession of the Premises without hindrance on the part of the County or anyone claiming by, through, or under the County. The Library's possession and enjoyment of the Premises shall be subject and subordinate to that certain Shopping Center Lease Agreement between the County and Rio Associates Limited Partnership, dated January 31, 1991, as modified and extended November 1, 2004, and as further modified and extended on October 1, 2009 (the "Prime Lease"). In no event shall any obligation be imposed hereunder that would conflict with the terms of the Prime Lease. In the event of any conflict between the Prime Lease and this Sublease, the Prime Lease shall control.

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Sublease shall commence on January 1, 2013 (the "Date of Commencement") and shall expire October 31, 2014. All references to the "term" of this Sublease shall, unless the context indicates a different meaning, be deemed to be a reference to the term described herein. In the event that the Prime Lease terminates prior to October 31, 2014, this Sublease Agreement shall automatically terminate upon such termination or cancellation of the Prime Lease, and all obligations hereunder of the parties hereto shall be extinguished.

Section 3.2. Renewal. This Sublease may be renewed for an additional period as may be mutually agreed by the County and the Library. If renewal is not agreed upon by the County and the Library, this Sublease shall expire upon expiration of the initial term.

Section 3.3. Termination. This Sublease and the Library's occupancy of the Premises may be terminated by the County upon ninety (90) days advance written notice to the Library. In no event shall termination of this Sublease alone be construed as a withdrawal from a regional library system pursuant to *Virginia Code* § 42.1-42.

ARTICLE IV. UTILITIES AND SERVICES

Section 4.1. The Library shall independently arrange and provide for all items and services reasonably necessary for the proper use and enjoyment of the Premises, including: Telephone, Custodial Services, Furniture & Appliances, Routine repairs to non-mechanical systems (i.e. work orders), IT Services, Solid Waste Services, Electric, Water, Sewer, Preventive Maintenance to all Mechanical Systems, Cyclical Maintenance, (i.e. exterior window cleaning, annual carpet cleaning, wall painting), and Alarms. Except as otherwise provided in the current Agreement for Jefferson-Madison Regional Library, all such Library-provided items and/or services shall be "Charlottesville-Albemarle costs" thereunder.

ARTICLE V. USE OF PROPERTY

Section 5.1. Permitted Use. The Library shall have use of the Premises for a public library.

Section 5.2. Good Repair. The Library shall keep in good repair and shall take good care of the Premises and fixtures therein located and, at the expiration or earlier termination or cancellation of this Sublease, shall surrender the Premises and fixtures in as good condition as at the time of delivery, subject to reasonable wear and tear. In the event of the County's withdrawal from the Agreement for Jefferson-Madison Regional Library, disposition of personal property not affixed to the Premises shall be in accordance with Section 10 of said Agreement. All injury to the Premises or fixtures caused by moving any property of the Library, its agents, employees, independent contractors, licensees, invitees, or visitors, as well as any other damage due to the neglect of the Premises and/or fixtures located therein, may be repaired by the County at the expense of the Library and such costs of repair shall become due and payable upon delivery of a statement of such costs by the County to the Library. All repairs performed by the County shall be at a time and in a manner so as not to unreasonably interfere with the Library's normal business operations. Any failure to keep the Premises in good repair shall be considered a default of this Sublease and shall be grounds for termination thereof.

ARTICLE VI. ALTERATIONS, IMPROVEMENTS, AND FIXTURES

Section 6.1. The Library may, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements which do not damage or alter the Premises, provided that the County's

consent shall have first been obtained in writing, and provided that the Library shall obtain all required governmental permits for such alterations, additions or improvements.

Section 6.2. The Library may, from time to time, make interior structural alterations, additions or improvements, only with the County's prior written consent to plans and specifications therefor. Upon the expiration or sooner termination of this Sublease, the County shall have the option (exercisable upon sixty (60) days notice to the Library except in the case of a termination of this Sublease due to a default by the Library, in which case no such notice shall be required) to require the Library to remove at the Library's sole cost and expense any and all improvements made by the Library to the Premises or to elect to keep such improvement as the County's property. In the event the Library is required to remove any improvements, (i) the Library shall be responsible for the repair of all damage caused by the installation or removal thereof, and (ii) if the Library fails to properly remove such improvements or provide for the repair of the Premises, the County may perform the same at the Library's cost and expense.

ARTICLE VII. INSURANCE

Section 7.1. The County shall, during the term of this Sublease, maintain in force general public liability insurance and property insurance on the Property in an amount equivalent to coverage for its other public buildings and facilities or such greater amounts deemed necessary, and shall name the Library as an additional named insured. The cost of this insurance may be included in the adopted budget of the Library. The Library shall maintain in force an insurance policy providing contents coverage for all Library materials, fixtures, and equipment in such amounts as shall be adequate to insure replacement coverage for such items.

ARTICLE VIII. MISCELLANEOUS

Section 8.1. Notices. Any notice, demand, request or other instrument which may be, or are required to be given under this Sublease, shall be in writing and delivered in person or by United States certified mail, postage prepaid, and shall be addressed:

- (c) if to the County, at
County of Albemarle
Attn: County Executive
County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
or at such other address as the County may designate by written notice;
- (d) if to the Library, at
Jefferson-Madison Regional Library
Attn: Regional Library Director
201 East Market Street
Charlottesville, Virginia 22902
or at such other address as the Library shall designate by written notice.

Section 8.2. Annual Appropriations. The County's obligations under this Sublease are subject to annual appropriations by the Board of Supervisors of Albemarle County, Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

EXHIBIT A

DESCRIPTION OF PREMISES

All that certain space measuring approximately 114.5 feet in width and approximately 136 feet in length, containing a gross leasable area of approximately 15,572 square feet, together with improvements to be provided by Rio Associates Limited Partnership, outlined and shown as "Albemarle County Library" on that certain plan of Albemarle Square Shopping Center, Albemarle County Virginia, dated July 25, 1989.

LEASE AGREEMENT – CROZET BRANCH LIBRARY

THIS LEASE AGREEMENT is made as of January 1, 2013 by and between the COUNTY OF ALBEMARLE, VIRGINIA (hereinafter, the "County") and the JEFFERSON-MADISON REGIONAL LIBRARY (hereinafter, the "Library").

ARTICLE I. PREMISES AND IMPROVEMENTS

Section 1.1. In consideration of and subject to the covenants herein set forth and pursuant to Section 7 of the Agreement for Jefferson-Madison Regional Library, to which the County is a party, the County hereby leases to the Library the premises described on Exhibit A attached hereto and made a part hereof together with any and all improvements thereon (the "Premises"). The Premises shall be provided for use by the Library at no cost to it.

ARTICLE II. TITLE: QUIET ENJOYMENT

Section 2.1. So long as the Library is not in default hereunder, the Library shall have peaceful and quiet enjoyment, use and possession of the Premises without hindrance on the part of the County or anyone claiming by, through, or under the County.

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease shall commence on January 1, 2013 (the "Date of Commencement") and shall expire June 30, 2013. All references to the "term" of this Lease shall, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

Section 3.2. Renewal. Subsequent to the initial term, this Lease shall be renewed automatically for subsequent one-month terms, unless and until terminated in accordance with Section 3.3 below.

Section 3.3. Termination. This Lease and the Library's occupancy of the Premises may be terminated by either party upon thirty (30) days advance written notice to the other party. In no event shall termination of this Lease alone be construed as a withdrawal from a regional library system pursuant to *Virginia Code* § 42.1-42.

ARTICLE IV. UTILITIES AND SERVICES

Section 4.1. Initial Term. During the initial term of this Lease, the Library shall independently arrange and provide for all items and services, at a level reasonably necessary for the proper use and enjoyment of the Premises, including: Telephone, Custodial Services, Furniture & Appliances, Routine repairs to non-mechanical systems (i.e. work orders), IT Services, Solid Waste Services, Electric, Water, Sewer, Preventive Maintenance to all Mechanical Systems, Cyclical Maintenance, (i.e. exterior window cleaning, annual carpet cleaning, wall painting), Snow & Ice control, Landscaping, Facility Assessment, Capital Improvements, and Alarms. During this initial term, the County shall independently arrange and provide only major structural repairs, at no direct cost to the Library. Except as otherwise provided in the current Agreement for Jefferson-Madison Regional Library, all such Library-provided items and/or services shall be "local costs" thereunder.

Section 4.2 Subsequent Term(s). During any subsequent term(s) of this Lease, The following items and services shall be provided and maintained at a level reasonably necessary for the proper use and enjoyment of the Premises, pursuant to the table below. The County shall provide all items and services identified below as "County" at no direct cost to the Library, at a reasonable level of service determined by the County. The Library shall independently arrange and provide for all items and services identified below as "Library." Except as otherwise provided in the current Agreement for Jefferson-Madison Regional Library, all Library-provided items and/or services shall be "local costs" thereunder.

Service/Expense		
	County Provided	Library Provided
Telephone		L
Custodial Services	C	
Furniture & Appliances		L
Routine repairs to non-mechanical systems (i.e. work orders)	C	
IT Services		L
Solid Waste Services	C	
Electric, Water, Sewer	C	
Parking Lot Lights, Fixtures	C	
Parking Lot & Sidewalk Repairs	C	
Preventive Maintenance to all Mechanical Systems	C	
Cyclical Maintenance, (i.e. exterior window cleaning, annual carpet cleaning, wall painting)	C	
Snow & Ice control	C	
Landscaping	C	
Facility Assessment	C	
Capital Improvements	C	
Elevators	N/A	
Alarms	C	
Sprinkler Systems	N/A	
Major Structural Repairs	C	

ARTICLE V. USE OF PROPERTY

Section 5.1. Permitted Use. The Library shall have use of the Premises for a public library.

Section 5.2. Good Repair. The Library shall keep in good repair and shall take good care of the Premises and fixtures therein located and, at the expiration or earlier termination or cancellation of this Lease, shall surrender the Premises and fixtures in as good condition as at the time of delivery, subject to reasonable wear and tear. In the event of the County's withdrawal from the Agreement for Jefferson-Madison Regional Library, disposition of personal property not affixed to the Premises shall be in accordance with Section 10 of said Agreement. Any failure to keep the Premises in good repair shall be considered a default of this Lease and shall be grounds for termination thereof.

ARTICLE VI. ALTERATIONS, IMPROVEMENTS, AND FIXTURES

Section 6.1. The Library may, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements which do not damage or alter the Premises, provided that the County's consent shall have first been obtained in writing, and provided that the Library shall obtain all required governmental permits for such alterations, additions or improvements.

Section 6.2. The Library may, from time to time, make interior structural alterations, additions or improvements, only with the County's prior written consent to plans and specifications therefor. Any such interior structural alterations, additions or improvements shall become the County's property.

ARTICLE VII. INSURANCE

Section 7.1. The County shall, during the term of this Lease, maintain in force general public liability insurance and property insurance on the Property in an amount equivalent to coverage for its other public buildings and facilities or such greater amounts deemed necessary, and shall name the Library as an additional named insured. The Library shall maintain in force an insurance policy providing contents coverage for all Library materials, fixtures, and equipment in such amounts as shall be adequate to insure replacement coverage for such items.

ARTICLE VIII. MISCELLANEOUS

Section 8.1. Notices. Any notice, demand, request or other instrument which may be, or are required to be given under this Lease, shall be in writing and delivered in person or by United States certified mail, postage prepaid, and shall be addressed:

- (e) if to the County, at
County of Albemarle
Attn: County Executive
County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
or at such other address as the County may designate by written notice;

- (f) if to the Library, at
Jefferson-Madison Regional Library
Attn: Regional Library Director
201 East Market Street
Charlottesville, Virginia 22902
or at such other address as the Library shall designate by written notice.

Section 8.2. Annual Appropriations. The County's obligations under this Lease are subject to annual appropriations by the Board of Supervisors of Albemarle County, Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

EXHIBIT A

DESCRIPTION OF PREMISES

PARCEL A

BEGINNING at a point at the intersection of State Routes 810 and 240 being an iron set 25 feet S.E. of the centerline of State Route 810 and 25 feet S.W. of the centerline of State Route 240; thence S64° 24' 07" E, 68.85 feet to an iron set; thence S61° 10' 21" E, 47.36 feet to an iron set; thence S52° 10' 52" E, 46.39 feet to an iron set; thence S45° 10' 06" E, 48.68 feet to an iron set; thence S63° 11' 15" E, 24.17 feet to an iron set; thence S00° 28' 18" E, 14.92 feet to an iron set; thence S41° 44' 58" E, 11.26 feet to an iron set; thence with a curve to the left having a radius of 342.91 feet for an arc distance of 35.84 feet, the chord of which bears S46° 08' 45" E, 35.82 feet to an iron set being the point of intersection of Route 240 and the new right-of-way boundary line for The Chesapeake and Ohio Railway Company; thence with the new right-of-way line N70° 16' 19" W, 46.02 feet to an iron set; thence with a curve to the right having a radius of 2,657.71 feet and an arc distance of 243.00 feet, the chord of which bears N61° 38' 20" W, 242.91 feet to an iron set 25 feet from the centerline of State Route 810; thence N32° 07' 31" E, 51.33 feet to the POINT OF BEGINNING, a tract of land containing 0.283 of an acre, more or less.

PARCEL B

BEGINNING at a point at the intersection of State Routes 810 and 240 being an iron set 25 feet S.E. of the centerline of State Route 810 and 25 feet S.W. of the centerline of State Route 240; thence N32° 07' 31" E, 1.45 feet to a point on the edge of the pavement on State Route 240 and then with the edge of pavement the following courses; thence with a curve to the right having a radius of 35 feet and an arc distance of 7.12 feet, the chord of which bears S87° 10' 37" E, 7.11 feet to a point; thence with

another curve to the right having a radius of 325.10 feet and an arc distance of 161.63 feet, the chord of which bears S62° 44' 18" E, 159.97 feet to a point; thence S45° 10' 06" E, 55.39 feet to a point; thence S41° 44' 58" E, 37.82 feet to a point; thence with a curve to the left having a radius of 328.41 feet and an arc distance of 80.30 feet, the chord of which bears S50° 09' 22" E, 80.10 feet to a point; thence leaving the edge of pavement N70° 16' 19" W, 49.13 feet to an iron set; thence with a curve to the right having a radius of 342.91 feet and an arc distance of 35.84 feet, the chord of which bears N46° 08' 45" W, 35.82 feet to an iron set; thence N41° 44' 58" W, 11.26 feet to an iron set; thence N00° 28' 18" W, 14.92 feet to an iron set; thence N63° 11' 15" W, 24.17 feet to an iron set; thence N45° 10' 06" W, 48.68 feet to an iron set; thence N52° 10' 52" W, 46.39 feet to an iron set; thence N61° 10' 21" W, 47.36 feet to an iron set; thence N64° 24' 07" W 68.85 feet to the POINT OF BEGINNING, a tract of land containing 0.086 acre, more or less.

BEING the same property acquired by the County from The Chesapeake and Ohio Railway by deed dated June 23, 1983, and recorded among the Land Records of Albemarle County, Virginia, in Deed Book 778, page 650.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every of the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in any way appertaining.

LEASE AGREEMENT – CROZET BRANCH LIBRARY

THIS LEASE AGREEMENT is made as of July 1, 2013 by and between the COUNTY OF ALBEMARLE, VIRGINIA (hereinafter, the "County") and the JEFFERSON-MADISON REGIONAL LIBRARY (hereinafter, the "Library").

ARTICLE I. PREMISES AND IMPROVEMENTS

Section 1.1. In consideration of and subject to the covenants herein set forth and pursuant to Section 7 of the Agreement for Jefferson-Madison Regional Library, to which the County is a party, the County hereby leases to the Library the premises described on Exhibit A attached hereto and made a part hereof together with any and all improvements thereon (the "Premises"). The Premises shall be provided for use by the Library at no cost to it.

ARTICLE II. TITLE: QUIET ENJOYMENT

Section 2.1. So long as the Library is not in default hereunder, the Library shall have peaceful and quiet enjoyment, use and possession of the Premises without hindrance on the part of the County or anyone claiming by, through, or under the County.

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease shall commence upon the issuance of the Certificate of Occupancy for the Premises (the "Date of Commencement") and shall expire June 30, 2014. All references to the "term" of this Lease shall, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

Section 3.2. Renewal. Subsequent to the initial term, this Lease shall be renewed automatically for subsequent one-year terms, to coincide with the County's July 1-June 30 fiscal year, unless and until terminated in accordance with Section 3.3 below.

Section 3.3. Termination. This Lease and the Library's occupancy of the Premises may be terminated by either party upon ninety (90) days advance written notice to the other party. In no event shall termination of this Lease alone be construed as a withdrawal from a regional library system pursuant to *Virginia Code* § 42.1-42.

ARTICLE IV. UTILITIES AND SERVICES

Section 4.1. The following items and services shall be provided and maintained at a level reasonably necessary for the proper use and enjoyment of the Premises, pursuant to the table below. The County shall provide all items and services identified below as "County" at no direct cost to the Library, at a reasonable level of service determined by the County. The Library shall independently

arrange and provide for all items and services identified below as “Library.” Except as otherwise provided in the current Agreement for Jefferson-Madison Regional Library, all Library-provided items and/or services shall be “local costs” thereunder.

Service/Expense		
	County Provided	Library Provided
Telephone		L
Custodial Services	C	
Furniture & Appliances		L
Routine repairs to non-mechanical systems (i.e. work orders)	C	
IT Services		L
Solid Waste Services	C	
Electric, Water, Sewer	C	
Parking Lot Lights, Fixtures	C	
Parking Lot & Sidewalk Repairs	C	
Preventive Maintenance to all Mechanical Systems	C	
Cyclical Maintenance, (i.e. exterior window cleaning, annual carpet cleaning, wall painting)	C	
Snow & Ice control	C	
Landscaping	C	
Facility Assessment	C	
Capital Improvements	C	
Elevators	C	
Alarms	C	
Sprinkler Systems	C	

ARTICLE V. USE OF PROPERTY

Section 5.1. Permitted Use. The Library shall have use of the Premises for a public library.

Section 5.2. Good Repair. The Library shall keep in good repair and shall take good care of the Premises and fixtures therein located and, at the expiration or earlier termination or cancellation of this Lease, shall surrender the Premises and fixtures in as good condition as at the time of delivery, subject to reasonable wear and tear. In the event of the County’s withdrawal from the Agreement for Jefferson-Madison Regional Library, disposition of personal property not affixed to the Premises shall be in accordance with Section 10 of said Agreement. Any failure to keep the Premises in good repair shall be considered a default of this Lease and shall be grounds for termination thereof.

Section 5.3. Parking. The Library shall be entitled to non-exclusive use of parking spaces in the County parking lot adjacent to the Crozet Branch and access between said parking lot and the leased Premises.

Section 5.4. Elevator. The County shall retain access to the interior elevator, as necessary to maintain an accessible route between the adjacent parking lot and the Lower Level of the building beneath the leased Premises. Such elevator access shall not unreasonably interfere with the Library’s operations.

ARTICLE VI. ALTERATIONS, IMPROVEMENTS, AND FIXTURES

Section 6.1. The Library may, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements which do not damage or alter the Premises, provided that the County's consent shall have first been obtained in writing, and provided that the Library shall obtain all required governmental permits for such alterations, additions or improvements.

Section 6.2. The Library may, from time to time, make interior structural alterations, additions or improvements, only with the County's prior written consent to plans and specifications therefor. Any such interior structural alterations, additions or improvements shall become the County's property.

ARTICLE VII. INSURANCE

Section 7.1. The County shall, during the term of this Lease, maintain in force general public liability insurance and property insurance on the Property in an amount equivalent to coverage for its other public buildings and facilities or such greater amounts deemed necessary, and shall name the Library as an additional named insured. The Library shall maintain in force an insurance policy providing contents coverage for all Library materials, fixtures, and equipment in such amounts as shall be adequate to insure replacement coverage for such items.

ARTICLE VIII. MISCELLANEOUS

Section 8.1. Notices. Any notice, demand, request or other instrument which may be, or are required to be given under this Lease, shall be in writing and delivered in person or by United States certified mail, postage prepaid, and shall be addressed:

- (g) if to the County, at
County of Albemarle
Attn: County Executive
County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
or at such other address as the County may designate by written notice;

- (h) if to the Library, at
Jefferson-Madison Regional Library
Attn: Regional Library Director
201 East Market Street
Charlottesville, Virginia 22902
or at such other address as the Library shall designate by written notice.

Section 8.2. Annual Appropriations. The County's obligations under this Lease are subject to annual appropriations by the Board of Supervisors of Albemarle County, Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

EXHIBIT A

DESCRIPTION OF PREMISES

All that certain space containing approximately 17,489 square feet, more or less, outlined and shown as the "Upper Level" on that certain plan of Crozet Library, Albemarle County, Virginia, last revised January 30, 2012. Said Premises is a portion of Albemarle County Parcel 056A2-01-00-01800, located at 2020 Library Avenue, Crozet, Virginia.

**RESOLUTION TO APPOINT SHAWN MADDOX
AS AN ASSISTANT FIRE MARSHAL**

WHEREAS, Virginia Code § 27-30 provides that the governing body of a county may appoint a fire marshal and Albemarle County Code § 6-111 establishes the Office of the Fire Marshal; and

WHEREAS, Albemarle County Code §§ 6-200 recognize the Fire Marshal as Albemarle County's Fire Official for the duties and responsibilities as established by Title 27 of the Virginia Code, the Virginia Statewide Fire Code, and the Albemarle County Code; and

WHEREAS, Virginia Code § 27-34.2:1 provides that the governing body of a county may authorize the fire marshal to have the same police powers as a sheriff, police officer or law-enforcement officer upon completion of the training discussed in such section; and

WHEREAS, Virginia Code § 27-36 provides that the governing body of a county may appoint one or more assistants, who, in the absence of the fire marshal, shall have the powers and perform the duties of the fire marshal; and

WHEREAS, notwithstanding that Shawn Maddox has not taken the training required to exercise police powers, the appointment of him as an Assistant Fire Marshal without police powers will promote the efficient and effective operation of the Albemarle County Department of Fire and Rescue.

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle County Board of Supervisors hereby appoints Shawn Maddox as an Assistant Fire Marshal as authorized in Virginia Code §27-36 and Albemarle County Code § 6-111, but without police powers authorized in Virginia Code § 27-34:2:1.

CONDITIONS OF APPROVAL

SDP-2012-00067. Houchens/Verizon Britts Tier IAI Personal Wireless Facility.

1. Development and use shall be in general accord with the conceptual plan titled "Britts Mountain Installation of Monopole, Compound and Operation of Antennas and Base Station Equipment in a Raw Land Lease Area (Houchens property)" prepared by Justin Yoon latest revision date 1/4/13 (hereafter "Conceptual Plan"), as determined by the Director of Planning and the Zoning Administrator. To be in general accord with the Conceptual Plan, development and use shall reflect the following major elements within the development essential to the design of the development, as shown on the Conceptual Plan:
 - a. Height
 - b. Mounting type
 - c. Antenna type
 - d. Number of antenna
 - e. Distance above reference tree
 - f. Color
 - g. Location of ground equipment and monopole

Minor modifications to the plan which do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance.

SP-2012-00013. Kenridge

1. The approved final site plan shall be in general accord with the revised Conceptual Plan prepared by Collins Engineering, revision date August 25, 2009 ("Conceptual Plan") (See Attachment). Parking for the office use shall be limited to the area and number of spaces shown on the Conceptual Plan. If additional parking is required for the office use, an amendment of this special permit shall be required;
2. There shall be a minimum front yard of two hundred seventy-five (275) feet between the southern-most structure (the "Main House") and the property line adjacent to Route 250 as shown on the Conceptual Plan; side and rear yards shall be as shown on the Conceptual Plan;
3. All streets on the property connecting to adjacent properties as shown on the Conceptual Plan shall be constructed by the applicant to an urban section with the intent that such streets on the property connecting to adjacent properties will be built to a standard consistent with the connecting street on the White Gables property. All streets and pedestrian accesses shall be constructed to a standard acceptable to the County Engineer in accordance with the highlighted sections of Attachment A, revised and dated August 30, 2005 and initialed as CTG;
4. The connecting road extending from the former ITT property (Tax Map 60, Parcel 28) and across the Kenridge property to its entrance at Ivy Road, as shown on the Conceptual Plan, shall be established as a private street in conjunction with the final subdivision plat or site plan. As a condition of final subdivision plat or site plan approval, the applicant shall grant all easements deemed necessary by the Director of Community Development to assure the public's right to use the connecting road for purposes of ingress to and egress from Tax Map 60, Parcel 28;
5. The applicant shall comply with all requirements of the VDOT related to design and construction of the entrance to the property, as shown on the Conceptual Plan, and shall pay its pro rata share of the cost for signalization of this infrastructure contributed by traffic from the development as follows:
 - a. Prior to the issuance of a building permit, the applicant shall place funds in escrow or provide other security ("security") acceptable to the County in an amount equal to its pro rata share of the cost of the signal which amount shall be calculated by the Director of Community Development in the year in which the security is provided. The security shall continue so that it is available to pay for the cost of the signal until ten (10) years after the date of approval of this special use permit; security provided that is not in an interest-bearing account shall be annually renewed, and the amount of the security shall be adjusted each year according to the consumer price index, as determined by the Director of Community Development; and
 - b. If, at any time until ten (10) years after the date of approval of this special use permit, VDOT authorizes in writing the installation of the signal, and VDOT and the County's Engineer approve the signal's installation before the applicant has obtained a building permit, the County may demand payment of the applicant's pro rata share of the cost of

the traffic signal, and the applicant shall pay its pro rata share of the cost to the County within thirty (30) days of that demand.

6. Screening adjacent to the railroad right-of-way and along the west and east sides of the project shall be provided and maintained as depicted on the Conceptual Diagram of Perimeter Screen and Privacy Planting, dated May 12, 2005, by Charles J. Stick, attached as Attachment B. The continuous evergreen trees noted as Leyland Cypress Hedge along the north, east and west sides of the project shall be installed at ten (10) feet to twelve (12) feet in height after lot grading but prior to issuance of a building permit for any dwelling unit construction. The Leyland Cypress Hedge also shall be planted on eight (8) foot centers. Underground irrigation shall be provided for all the planting areas. Screening deemed acceptable to the Director of Community Development shall be provided adjacent to the railroad to mitigate the impact of this development on adjacent property and the impact of the railroad on this development;
7. Prior to any alteration or demolition of any building, a reconnaissance level documentation to include black and white photographs and a brief architectural description shall be provided to the satisfaction of the County's Historic Preservation Planner;
8. Regardless of the ownership of the open space and amenities, they shall be made available for use by all residential and commercial units in the development;
9. As shown on exhibit "Kenridge Amendment to SP 200900006 Condition #9", prepared by Kirk Hughes & Associates, latest revision date October 19, 2012:
 - I. For all attached single family buildings, future, existing or the reconstruction thereof, consisting of Lots 1 through 60 and lying within Zones A, B, and C (See Attachment "C") the following apply:
 - a. Front facing exteriors shall consist of gable and/or hip roofs with red brick to the roof line. (See Attachments E-1 and E-2)
 - b. Side facing exteriors shall consist of gable and/or hip roofs with red brick to the full eave return and/or roof line (See Attachment E-2). As an alternative to red brick, white composite siding is permissible above said full eave return to the roof line.
 - c. Rear facing exteriors shall be red brick from the ground floor to the roof line except as follows (See Attachment E-3):
 - i. Lot 19 shall be red brick from the ground floor to the first floor. White composite siding is permitted from the first floor to the roof line.
 - ii. Lots 30, 31, and 32 shall be red brick from the ground floor to the second floor. White composite siding is permitted from the second floor to the roof line.
 - II. The exteriors of all detached residences for Lots 61 through 65 shall be red brick from ground to the roof line. The Cottage as indicated on Attachment "C", Zone B shall be white painted brick.
 - III. Sunrooms, bay or box windows, front entryways and dormers are permissible non-brick features and may consist of red brick and/or white composite siding or the combination thereof. Front entryways are defined as that portion of the building within the covered porch area facing the street. (See Attachments E-1, E-2, and E-3)
 - IV. The exterior of the Manor House and Cottage (See Attachment "C") shall be white painted brick.
 - V. Exterior materials for all buildings within Zone A, (See Attachment "C") shall be reviewed and approved by the Architectural Review Board and by the Director of Planning or their designee before the issuance of a building permit.
10. Exterior roof surfaces shall be constructed of either copper or synthetic slate;
11. The new villa and town home units shall include garden improvements, generally as depicted on the Front Garden Diagram, dated August 24, 2005, by Charles J. Stick, Landscape Architect (See Attachment D). Maintenance of these areas shall be provided for and required by the Homeowner's Association which shall be set forth in the Covenants for this development. The decorative walls, steps and walks shall be constructed of either brick or stone;
12. To ensure the retention of the majority of the existing trees in the two hundred seventy-five (275) foot front yard setback described in Condition 2 (located between the main house and the Route 250 West Entrance Corridor), the applicant shall submit for review and approval by the County's Design Planner a tree conservation plan prepared by a state certified arborist that meets the requirements of Section 32.7.9.4 of the Zoning Ordinance. This plan shall be required for all erosion and sediment control plans, site plans, and subdivision plats;
13. The site wall immediately adjacent to Route 250 West shall be included on all drawings that include its context. All grading, road alignments, turning lanes, and other improvements shall be adjusted to insure that impacts to the wall only include closing the existing entrance and adding a single entrance. Notes shall be included on the grading, site plans and subdivision plats that

state: "The existing site wall shall remain. Disturbance shall be limited to the closure of the existing entrance and the opening of the proposed entrance into the site." Any changes to the wall shall be minimal and articulated to blend with the character of the existing wall to the satisfaction of the Architectural Review Board. Prior to the issuance of any building permits in the final block, the stone pillars shall be replaced at the new entrance from Route 250; and

14. The design of all single family detached residences, including but not limited to colors, roofing, siding and foundation material selections, shall be coordinated with the Architectural Review Board-approved designs of the attached residential units, as determined by the Design Planner;
15. The owner agrees to voluntarily contribute a sum of three thousand dollars (\$3,000) cash per new dwelling unit to the County for funding affordable housing programs [including the Housing Trust Fund]. The cash contribution shall be paid at the time of the issuance of the Building Permit for such new unit. The acceptance of this special use permit by the owner shall obligate the owner to make this contribution;
16. Pedestrian access deemed acceptable by the Director of Community Development shall be provided to the Manor Home and Carriage House; and
17. With the exception of the entrance road, all streets within the development shall conform to the neighborhood model matrix deemed appropriate by the Director of Community Development.

SP-2012-00023. Faith Christian Center International

1. Development of the use shall be in general accord with the conceptual plan titled "Faith Christian Center International Special Use Permit – Concept Plan" prepared by Brian P. Smith Civil Engineering, Inc., and dated May 13, 2010 (hereafter "Conceptual Plan"), as determined by the Director of Planning and the Zoning Administrator. To be in general accord with the Conceptual Plan, development shall reflect the following major elements within the development essential to the design of the development:
 - building orientation
 - building mass, shape, and height;
 - location of buildings and structures
 - turn lane design;
 - location of parking areas;
 - relation of buildings and parking to the street.

Minor modifications to the plan which do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance;

2. The maximum number of children shall not exceed one hundred twenty (120) or the number of students as approved by the Health Department or the Department of Social Services, whichever is less;
3. Side and rear setbacks shall meet commercial setback standards, as set forth in Section 21.7 of the Albemarle Zoning Ordinance, of fifty (50) feet for structures (excluding signs) and twenty (20) feet for parking lots and loading spaces adjacent to residential uses or residentially zoned properties;
4. All outdoor lighting shall be only full cut-off fixtures and shielded to reflect light away from all abutting properties. A lighting plan limiting light levels at all property lines to no greater than 0.3 foot candles shall be submitted to the Zoning Administrator or their designee for approval shall be required prior to approval of the final site plan;
5. Health Department approval of well and/or septic systems shall be required prior to approval of the final site plan;
6. The area labeled "Re-planting Area" on the Conceptual Plan shall be replanted according to "Restoration/Establishment Table A" in Appendix D of the "Riparian Buffers Modification & Mitigation Manual," published by the Virginia Department of Conservation & Recreation's Chesapeake Bay Local Assistance program. This area shall be replanted with species listed in the brochure titled "Native Plants for Conservation, Restoration, and Landscaping: Piedmont Plateau," published by the Virginia Department of Conservation and Recreation; and
7. The hours of operation for the day care shall not begin earlier than 7:00 A.M. and shall end not later than 6:00 P.M., each day, Monday through Friday, provided that occasional day care-related events may occur after 6:00 P.M.

SP-2011-00002. Castle Hill Cider:

1. Development of the use shall be in general accord with the Conceptual Plan entitled "Special Use Permit for Castle Hill Cider," labeled "Index Title: CP1," prepared by Dominion Engineering, and dated 8/28/12, as determined by the Director of Planning and the Zoning Administrator. To

be in general accord with the plan, development shall reflect the following central features essential to the design of the development:

- Location of the structure (labeled “Event Barn”) used for the events;
- Location of the entrance and exit (labeled “New Entrance Road” and “Existing Entrance”);
- Location of parking;
- Location of “Event Vicinity.”

Minor variations from the Conceptual Plan which do not conflict with the central features above may be made to ensure compliance with the Zoning Ordinance.

2. Up to eight (8) single-day farm winery events, weddings or wedding receptions (hereinafter, collectively, “these events”) for more than two hundred (200) persons may be held per calendar year, with a maximum total daily attendance of three hundred fifty (350) persons. Attendance at these events shall be by prior reservation, ticket sales, or invitation only.
3. One (1) single-day farm winery event for three hundred fifty-one (351) to one thousand (1,000) persons (hereinafter, “this event”) may be held per twelve (12)-month period or calendar year:
 - a. This event shall not be held without written approval from the Virginia Department of Transportation of a traffic-management plan for the intersection Virginia Route 231 and Turkey Sag Road. This plan shall require, and the permittee shall provide, police officers or other trained personnel approved by the Virginia Department of Transportation to be at the intersection of Virginia Route 231 and Turkey Sag Road to direct arriving and departing traffic if this event’s attendance may exceed five hundred (500) persons based on reservations received or tickets sold. This approval shall be submitted to the Zoning Administrator no less than three (3) weeks before the scheduled date for this event.
 - b. The permittee shall obtain approval of a zoning clearance by the Zoning Administrator prior to holding this event. The permittee shall apply for the zoning clearance no less than three (3) weeks prior to the date of the event. Approval of the zoning clearance will be contingent upon the Zoning Administrator determining that all conditions of this special use permit have been satisfied.
 - c. Admission to this event shall only be by prior reservation or ticket purchase.
4. Before commencing any event permitted under Conditions 2 and 3 above or any farm winery event, wedding, wedding reception, or other event allowed by-right under County Code § 18-5.1.25(b)(2), (10) or (11) (hereinafter, collectively, “event subject to this condition”) at which there is amplified sound, the permittee shall submit, and thereafter comply with, a sound management plan which has been prepared by an acoustical consultant and approved by the Zoning Administrator. This plan shall include a plan for monitoring amplified sound levels at the property lines of the site, including one or more permanent sound meters providing a date and time record of the sound, and for immediately adjusting amplification equipment to reduce sound levels to no more than the allowed maximum provided in this condition. As part of the implementation of this plan, no event subject to this condition shall commence before the screened openings on the northeast side of the Event Barn are replaced with glass panels approved by the acoustical consultant. Sound levels at the property lines of the site shall not exceed an average of fifty-two (52) decibels (dBA) for any five (5)-minute period, or a more restrictive applicable maximum sound level established in the Albemarle County Code. At any event subject to this condition, the sound at the source of the amplified music shall not exceed ninety-five (95) decibels (dBA) and the volume shall be monitored by an on-site sound meter. The sound limit for any band shall be limited by contract to not exceed ninety-five (95) decibels (dBA). The glass panels on the openings of the Event Barn shall remain closed while amplified sounds are produced.
5. Outdoor amplification systems shall not use amplifiers with more than two hundred (200) watts RMS output, and shall not be used after 6:00 p.m. All other amplified sound systems shall be contained within the Event Barn.
6. At any event permitted under Conditions 2 and 3 above or any farm winery event, wedding, wedding reception, or other event allowed by-right under County Code § 18-5.1.25(b)(2), (10) or (11), traffic-management personnel shall be on site at the exit to direct traffic eastward to Virginia Route 231. These personnel shall be in addition to the traffic-management personnel required under Condition 3(a) above. All departing traffic shall be directed to go eastward on Turkey Sag Road, except for those vehicles whose occupants reside westward on Turkey Sag Road.
7. The permittee shall provide prior notification of each event permitted under Conditions 2 and 3 above or for any farm winery event, wedding, wedding reception, or other event allowed by-right under County Code § 18-5.1.25(b)(2), (10) or (11), to all owners of properties within one-half (1/2) mile of the Event Barn and to the Zoning Administrator. A notification letter shall be sent by mail at least fourteen (14) days before each event. The letter shall include:
 - a. The date, starting and ending times, and expected number of attendees for the event.
 - b. A telephone number at which the permittee may be contacted during the event.

- c. The County's zoning complaint hotline telephone number (434-296-5834) and identify it as such.
8. No parking for any event permitted under Conditions 2 and 3 above shall be permitted within two hundred (200) feet of any stream.
9. Any new outdoor lighting shall be only full cut-off fixtures and shielded to reflect light away from all abutting properties. A lighting plan limiting light levels at all property lines to no greater than 0.3 foot candles shall be submitted to the Zoning Administrator or her designee for approval.
10. In order to ensure the Event Barn doors remain closed while amplified sound is being produced within it during any event permitted under Conditions 2 and 3 above or any farm winery event, wedding, wedding reception, or other event allowed by-right under County Code § 18-5.1.25(b)(2), (10) or (11), the permittee shall install and maintain an air conditioning system in the Event Barn, together with fans, insulation, and other measures (hereinafter, collectively, the "system"). The system shall be subject to approval by the Zoning Administrator, who shall approve it if she determines that the system's cooling load design is adequate to serve the Event Barn.
11. SP 2011-00002 shall be valid until December 31, 2014.

ORDINANCE NO. 13-A(1)

**AN ORDINANCE TO ADOPT AND APPROVE AN ADDENDUM
TO THE JANUARY 20, 1984 AGREEMENT BY AND AMONG
THE COUNTY OF ALBEMARLE, VIRGINIA,
THE CITY OF CHARLOTTESVILLE, VIRGINIA AND
THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA
FOR THE FUNDING AND OPERATION OF
THE EMERGENCY COMMUNICATIONS CENTER**

WHEREAS, the County, the City and the University have jointly funded and undertaken the operation of a joint dispatch center for the purpose of performing direct dispatching functions for County, City and University law enforcement personnel pursuant to a joint exercise of powers Agreement dated January 20, 1984; and

WHEREAS, this Board desires to amend the January 20, 1984 Agreement to revise the funding formula to be simpler and more equitable.

NOW, THEREFORE, BE IT ORDAINED THAT the Addendum #2 to Agreement Dated January 20, 1984 by and among the County of Albemarle, Virginia, the City of Charlottesville, Virginia and the Rector and Visitors of the University of Virginia pertaining to the joint funding and operation of the Emergency Communications Center, attached hereto and incorporated herein, is hereby approved, and that the County Executive is hereby authorized to execute Agreement Addendum #2 on behalf of the County of Albemarle.

This ordinance shall be effective immediately.

**ADDENDUM #2 TO AGREEMENT DATED JANUARY 20, 1984
BY AND AMONG THE COUNTY OF ALBEMARLE, VIRGINIA,
THE CITY OF CHARLOTTESVILLE, VIRGINIA, AND
THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA**

This Addendum #2, dated January 1, 2013, to the Agreement dated January 20, 1984, and first amended October 10, 2002, by and among the COUNTY OF ALBEMARLE, VIRGINIA, the CITY OF CHARLOTTESVILLE, VIRGINIA, and the RECTOR and VISITORS of THE UNIVERSITY OF VIRGINIA (collectively referred to as the "Participants").

The Participants agree to the following modifications to the Agreement:

1. Section IV ("Allocation of Costs") is deleted and replaced with the following paragraphs:

a. Operating Costs. Beginning with the fiscal year commencing July 1, 2013, the Management Board shall submit the annual budget request for the Center to each Participant by January 15th of each year in a format generally in accordance with the Uniform Financial Reporting System of the Auditor of Public Accounts for the Commonwealth of Virginia. Operating costs will be allocated among the Participants in direct proportion to their respective shares of the percentage of the numbers of calls for service received by the Center. In preparing for the budget for each year, the Management Board shall obtain the actual number of calls received by the Center for the immediately preceding 12 month period of October 1 through September 30. The Management Board shall use such actual call numbers to recompute the allocation formula for each next ensuing fiscal year. The recomputation shall be made as soon after January 1 as possible to make accurate figures available to the Participants for their annual budget. A hypothetical example of the Funding Formula calculated under this section if it had applied to fiscal year 2012-2013 is attached hereto as Exhibit A. The budget shares for the Participants under the formula calculated under this section are set forth on Exhibit B attached hereto.

b. Capital Improvements Costs. Non-recurring capital items for the Center shall be submitted to each Participant as part of its Capital Improvement Plan (CIP). Capital items include (i) land acquisition, and construction of new facilities; (ii) renovations or additions to existing facilities; (iii) major

studies such as facility or systems assessments, engineering or feasibility studies related to facility or system needs; and (iv) equipment requirements. Funding for capital items shall be subject to approval by the Participants. The cost for capital items for the Center shall be allocated among the Participants according to their percentage of actual calls to the Center as determined in section IV(a) above for the fiscal year such capital items are approved by a Participant; provided, however, that each Participant's percentage of cost for a capital item shall not be recomputed each year, but shall remain constant for such capital item. By way of example, the Computer Aided Dispatch System (CADS) is a capital item. The cost allocation of the CADS project is based on the cost allocation among the Participants in effect at the time that project was approved by the Participants and shall remain constant throughout such project, notwithstanding the recalculation of allocations for operating costs pursuant to section IV(a) above.

c. 800 MHz System. Notwithstanding paragraphs a and b above, the capital and operational cost allocation of the 800 MHz Public Safety Project (the 800 MHz System) was established by an Agreement dated June 27, 2003 among the Participants, with the cost allocation based on the number of radios used in the 800 MHz System by the Participants and certain third party users. The capital cost allocation of the 800 MHz System shall remain fixed pursuant to the terms of the Agreement dated June 27, 2003. The operational cost of the 800 MHz System shall continue to be recomputed each year allocating the cost to the Participants equal to the percentage of the number of radios used by each Participant in the 800 MHz System. Unless otherwise agreed to, the capital and operational cost for any communications system which replaces the 800 MHz System will also be allocated among the Participants equal to the percentage of the number of radios used by each Participant in such replacement system.

d. Fund Balance. The Center may retain a year-end fund balance not to exceed twenty-five percent (25%) of the Center's total annual operating budget. The Management Board will, after each fiscal year audit, return to each Participant its share of any carryover funds in excess of those amounts necessary to fund the reserve fund. The return of such funds to each Participant will be prorated using the allocation formula calculated pursuant to section IV(a) above for such fiscal year. In lieu of returning such funds, the Management Board may formally request alternative uses for such carryover funds, subject to the approval of the Participants.

2. Except as amended hereby, the Agreement remains in full force and effect and the Participants hereby ratify and confirm the provisions, terms and conditions set forth in the Agreement and any amendments or addenda thereto.

Proposed Funding Formula

	County	City	UVA	Totals
PD/Fire/EMS Calls	69,826	53,008	21,296	144,130
Percentage	48.45%	36.78%	14.77%	100.00%
	69,826	53,008	21,296	144,130
Percentage	48.45%	36.78%	14.77%	
FY 13 Budget	\$5,326,614			
Minus Internal 800 MHz Public Safety*	\$500,863			
Minus 800 MHz Outside Agencies**	\$271,011			
Total	\$4,554,740			
Total multiplied by % above	\$2,206,772	\$1,675,233	\$672,735	
Internal 800 MHz Public Safety*	\$288,107	\$122,841	\$89,915	
Minus Other Revenue	\$240,189	\$182,335	\$73,222	\$495,746
Total Owed per locality	\$2,254,690	\$1,615,739	\$689,428	
* Internal public safety agencies include:				
Albemarle County Public Safety (37.33%)	\$288,107			
City of Charlottesville Public Safety (15.91%)	\$122,841			
University of Virginia Public Safety (11.65%)	\$89,915			
	\$500,863 ***			
* Outside agencies include (billed individually):				
Albemarle County Schools (11.03%)	\$85,166			
City of Charlottesville Public Works (3.98%)	\$30,710			
City of Charlottesville Schools (2.09%)	\$16,147			
City of Charlottesville Transit (2.30%)	\$17,730			
UVA Transit (2.91%)	\$22,479			
Charlottesville-Albemarle Regional Airport	\$16,463			
Albemarle -Charlottesville Regional Jail (6.23%)	\$48,123			
Rivanna Water & Sewer Authority (2.30%)	\$17,730			
Alcohol, Tobacco & Firearms (0.17%)	\$1,266			
Albemarle County Service Authority (1.97%)	\$15,197			
	\$271,011 ***			

*** These would be billed separately as part of the 800 MHz infrastructure budget
The public safety agencies for each jurisdiction would be included in the
localities portion of the regular budget.

**CHARLOTTESVILLE-UVA-
ALBEMARLE COUNTY
EMERGENCY
COMMUNICATIONS CENTER
BUDGET SHARES**

FISCAL YEAR 2012-2013

Description	Cost Center	Albemarle	Charlottesville	UVA	Others	TOTAL
Operations	31040	\$744,421 48.45%	\$565,114 36.78%	\$226,937 14.77%	\$0 0.00%	\$1,536,472
Admin	31041	\$706,479 48.45%	\$536,312 36.78%	\$215,370 14.77%	\$0 0.00%	\$1,458,161
Telecom. 911	31042	\$113,858 48.45%	\$86,433 36.78%	\$34,710 14.77%	\$0 0.00%	\$235,000
EMD	31043	\$159,680 48.45%	\$121,218 36.78%	\$48,678 14.77%	\$0 0.00%	\$329,576
Emergency Services	31045	\$70,487 48.45%	\$53,509 36.78%	\$21,488 14.77%	\$0 0.00%	\$145,485
PS Technology	31046	\$111,391 48.45%	\$84,561 36.78%	\$33,958 14.77%	\$0 0.00%	\$229,909
Co.Fire Com.	31047	\$148,612 48.45%	\$112,816 36.78%	\$45,304 14.77%	\$0 0.00%	\$306,733
800 MHz	31048	\$288,107 37.33%	\$122,841 15.91%	\$89,915 11.65%	\$271,011 35.11%	\$771,874
City Fire	31049	\$151,844 48.45%	\$115,270 36.78%	\$46,290 14.77%	\$0	\$313,404
Total Budget Share		\$2,494,879	\$1,798,074	\$762,650	\$271,011	\$5,326,614
Revenues		-\$240,189	-\$182,335	-\$73,222	\$0	-\$495,746
Total Due		\$2,254,690	\$1,615,739	\$689,428	\$271,011	\$4,830,868

Other Outside Revenues
29,000 (Interest)
10,500 (OES Grant)
453,600 (Wireless Fund)
2,646 (FBI)

\$495,746.00 Total Other Outside Revenues

Total Shares Due FY- 2012-2013
Albemarle County - \$2,254,690
City of Charlottesville - \$1,615,739
University of Virginia - \$689,428
800 MHz Infrastructure Others - \$271,011

The Board of County Supervisors of Albemarle County, Virginia, in regular meeting on the 6th day of February 2013, adopted the following resolution:

RESOLUTION

WHEREAS, the street(s) in **Fray's Mill Subdivision**, as described on the attached Additions Form AM-4.3 dated **February 6, 2013**, fully incorporated herein by reference, is shown on plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; and

WHEREAS, the Area Land Use Engineer for the Virginia Department of Transportation has advised the Board that the street(s) meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle Board of County Supervisors requests the Virginia Department of Transportation to add the street(s) in **Fray's Mill**, as described on the attached Additions Form AM-4.3 dated **February 6, 2013**, to the secondary system of state highways, pursuant to §33.1-229, Code of Virginia, and the Department's Subdivision Street Requirements; and

BE IT FURTHER RESOLVED that the Board guarantees a clear and unrestricted right-of-way, as described, exclusive of any necessary easements for cuts, fills and drainage as described on the recorded plats; and

FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Area Land Use Engineer for the Virginia Department of Transportation.

* * * * *

The road(s) described on Additions Form AM-4.3 is:

- 1) **Millhouse Drive (State Route 1048)** from the intersection of Route 641 to the cul-de-sac, as shown on plat recorded in the office the Clerk of Circuit Court of Albemarle County in Deed Book 4130, page 586, with a 50-foot right-of-way width, for a length of 0.18 miles.

Total Mileage – 0.18

INTERGOVERNMENTAL AGREEMENT
Between
Virginia Department of Agriculture and Consumer Services
and
Albemarle County

This INTERGOVERNMENTAL AGREEMENT is entered into this 31st day of December, 2012, in the City of Richmond, Virginia, between the Virginia Department of Agriculture and Consumer Services (“VDACS”) and Albemarle County (collectively, “the parties”) to provide mutually advantageous terms for cooperation between VDACS and Albemarle County to implement VDACS’ contribution of funds in support of Albemarle County’s purchase of agricultural conservation easements.

WHEREAS, the General Assembly, by Chapter 3 of the 2012 Special Session I Acts of Assembly, has appropriated \$1,200,000 in the fiscal year ending June 30, 2013 to VDACS for the continuation of a state fund to match local government purchase of development rights program funds for the preservation of working farms and forest lands; and,

WHEREAS, § 3.2-201 of the Code of Virginia authorizes VDACS’ Office of Farmland Preservation to develop methods and sources of revenue for allocating funds to localities to purchase agricultural conservation easements, and to distribute these funds to localities under policies, procedures, and guidelines developed by VDACS’ Office of Farmland Preservation; and,

WHEREAS, for all purposes of this INTERGOVERNMENTAL AGREEMENT, the term “agricultural conservation easement” shall mean a negative easement in gross that has the primary conservation purpose of preserving working farm and/or forest land; and,

WHEREAS, the Albemarle County Board of Supervisors has enacted an ordinance or passed a resolution that: authorizes, in accordance with Title 10.1, Chapter 17 of the Code of Virginia (“the Open-Space Land Act”) and other applicable law, Albemarle County to purchase agricultural conservation easements from landowners (each hereinafter called “Grantor”); sets forth a clear, consistent, and equitable administrative process governing such purchases; and outlines the goals and purposes of Albemarle County’s farmland preservation program; and,

WHEREAS, Albemarle County has agreed to maintain a public outreach program designed to educate various stakeholders in Albemarle County—including farmers, landowners, public officials, and the non-farming public—about Albemarle County’s initiatives to preserve working farms and forest lands; and,

WHEREAS, Albemarle County has agreed to establish a transparent and replicable process for valuation of agricultural conservation easements; and,

WHEREAS, the purchase of agricultural conservation easements is one component of Albemarle County’s broader farmland preservation program; and,

WHEREAS, Albemarle County has agreed to use a deed of easement that is sufficiently flexible to allow for future agricultural production in purchases of agricultural conservation easements for which Albemarle County uses funds contributed to it by VDACS; and,

WHEREAS, Albemarle County has agreed that any agricultural conservation easement purchased as per the terms of this INTERGOVERNMENTAL AGREEMENT shall meet the definition of “real estate devoted to agricultural use”, “real estate devoted to horticultural use” or “real estate devoted to forest use” as established in § 58.1-3230 of the Code of Virginia; and,

WHEREAS, Albemarle County has agreed to establish a clear strategy for monitoring and enforcing the terms of the agricultural conservation easements that Albemarle County purchases; and,

WHEREAS, Albemarle County has agreed to establish a process that Albemarle County will use to evaluate the effectiveness of its farmland preservation program, including a protocol for making changes to Albemarle County’s agricultural conservation efforts based on such evaluations; and,

WHEREAS, VDACS, in reliance on the veracity of the foregoing recitals, certifies Albemarle County is eligible to receive contributions of funds from VDACS in reimbursement for certain costs Albemarle County actually incurs in the course of purchasing agricultural conservation easements; and,

WHEREAS, Albemarle County, and the agents and employees of Albemarle County, in the performance of this INTERGOVERNMENTAL AGREEMENT, are acting on behalf of Albemarle County, and not as officers or employees or agents of the Commonwealth of Virginia;

NOW, THEREFORE, VDACS and Albemarle County agree their respective responsibilities, pursuant to this INTERGOVERNMENTAL AGREEMENT, shall be defined as follows:

1. VDACS Responsibilities

- a. VDACS shall, within thirty (30) days of the date of execution of this INTERGOVERNMENTAL AGREEMENT, restrict \$160,715.64 (hereinafter "the allocation amount") in an account, from which VDACS shall withdraw funds only to pay contributions of funds that Albemarle County is eligible to receive pursuant to this INTERGOVERNMENTAL AGREEMENT, except that upon the expiration of two (2) years from the date of this INTERGOVERNMENTAL AGREEMENT, or immediately upon Albemarle County's failure to perform any of its obligations under the terms of this INTERGOVERNMENTAL AGREEMENT, VDACS shall have the right to withdraw any funds then remaining in such account and the right to redirect those funds to other localities that VDACS certifies as being eligible to receive matching funds and that enter into an intergovernmental agreement with VDACS to govern the distribution of matching funds for the purchase of agricultural conservation easements. The allocation amount from this and any prior INTERGOVERNMENTAL AGREEMENT shall not be considered to be a grant as that term is used in paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT.
- b. Upon Albemarle County or any agent acting on behalf of Albemarle County's recordation of a deed evidencing Albemarle County's purchase of an agricultural conservation easement in the circuit court of the city or county where the Grantor's land is located and Albemarle County's submission to VDACS of a completed claim for reimbursement, on a form prescribed by VDACS, together with the supporting documentation required under paragraph 2(e) of this INTERGOVERNMENTAL AGREEMENT, VDACS shall reimburse Albemarle County fifty percent (50%) of the reimbursable costs that Albemarle County actually incurred in the course of purchasing that agricultural conservation easement, limited to that portion of the allocation amount remaining in the account maintained by VDACS pursuant to paragraph 1(a) of this INTERGOVERNMENTAL AGREEMENT. The following shall not be considered to be reimbursable costs that Albemarle County actually incurred and shall be subtracted from the total amount of reimbursable costs considered for reimbursement by VDACS in connection with any particular agricultural conservation easement transaction: grants made by the United States of America, the Virginia Department of Agriculture and Consumer Services (VDACS), the Virginia Department of Conservation and Recreation (DCR), the Virginia Outdoors Foundation (VOF), or any other governmental agency or political subdivision of the Commonwealth of Virginia; payments made by any other funding sources either directly to the landowner or to reimburse Albemarle County; or in-kind donations or contributions. VDACS may make alternative arrangements for the distribution of funds pursuant to this INTERGOVERNMENTAL AGREEMENT, provided Albemarle County presents a written request for such alternative arrangement to the Commissioner of VDACS or the Commissioner of VDACS's designated agent (referred collectively hereinafter as "the Grant Manager") prior to incurring any expense for which Albemarle County seeks a distribution of funds under the proposed alternative arrangement.

For purposes of this INTERGOVERNMENTAL AGREEMENT, "reimbursable costs" include:

1. The purchase price of the agricultural conservation easement actually incurred by Albemarle County, at present value, including any portion that

Albemarle County will pay over time pursuant to an installment purchase agreement;

2. The cost of title insurance actually incurred by Albemarle County;
 3. The cost actually incurred by Albemarle County of any appraisal of the land by a licensed real estate appraiser upon which Albemarle County purchases an agricultural conservation easement;
 4. The cost actually incurred by Albemarle County of any survey of the physical boundaries of the land by a licensed land surveyor upon which Albemarle County purchases an agricultural conservation easement, including the cost of producing a baseline report of the conditions existing on the land at the time of the conveyance of the agricultural conservation easement;
 5. Reasonable attorney fees actually incurred by Albemarle County associated with the purchase of an agricultural conservation easement, where reasonable attorney fees include those fees associated with outside counsel required for the completion of the easement, but do not include fees related to county or city attorneys serving as staff and who are paid regular salary in the county's or city's employ;
 6. The cost actually incurred by Albemarle County of issuing public hearing notices associated with Albemarle County's purchase of an agricultural conservation easement that Albemarle County is required by law to issue; and
 7. Any recordation fees actually incurred by Albemarle County that Albemarle County is required to pay pursuant to the laws of the Commonwealth of Virginia.
- c. VDACS shall only be responsible for reimbursing Albemarle County under paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT for reimbursable costs that Albemarle County actually incurs in the course of purchasing an agricultural conservation easement when Albemarle County or any agent acting on behalf of Albemarle County acquires, by such purchase, a deed of easement that, at a minimum, provides:
1. The primary conservation purpose of the easement conveyed by the deed of easement is the conservation of the land in perpetuity for working farm and/or forestal uses.
 2. The Grantor and Albemarle County agree that the land subject to the agricultural conservation easement shall not be converted or diverted, as the Open-Space Land Act employs those terms, until and unless the Grant Manager, with the concurrence of Albemarle County or an assignee of Albemarle County's interest in the agricultural conservation easement, certifies that such conversion or diversion satisfies the requirements of the Open-Space Land Act.
 3. The Grantor and Albemarle County agree that, in the event of an extinguishment of the restrictions of the agricultural conservation easement that results in the receipt of monetary proceeds by Albemarle County or an assignee of Albemarle County's interest in an agricultural conservation easement in compensation for the loss of such property interest, VDACS shall be entitled to a share of those proceeds proportional to VDACS' contribution toward the total reimbursable cost of acquiring the agricultural conservation easement as evidenced by the completed claim for reimbursement required under paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT.

4. If the Grantor conveys the agricultural conservation easement for less than its fair market value, the Grantor and Albemarle County mutually acknowledge that approval of the terms of this Deed of Easement by VDACS and/or its legal counsel does not constitute a warranty or other representation as to the Grantor's qualification for any exemption, deduction, or credit against the Grantor's liability for the payment of any taxes under any provision of federal or state law.
5. All mortgagors and other holders of liens on the property subject to the restrictions contained in the deed of easement have subordinated their respective liens to the restrictions of the deed of easement acquired by Albemarle County. All such mortgagors and other holders of liens shall manifest their assent to the easement's priority over their respective liens by endorsing the deed of easement.
6. A baseline report documenting the conditions existing on the land at the time of the conveyance of the agricultural conservation easement is incorporated into the deed of easement by reference.

2. Albemarle County Responsibilities

- a. Albemarle County shall, within thirty (30) days of the date of execution of this INTERGOVERNMENTAL AGREEMENT, have available local funds greater than or equal to the allocation amount for the purpose of purchasing agricultural conservation easements.
- b. Albemarle County shall use matching funds that VDACS contributes to Albemarle County, pursuant to this INTERGOVERNMENTAL AGREEMENT, only for the purpose of purchasing agricultural conservation easements that are perpetual and that have the primary conservation purpose of preserving working farm and/or forest lands.
- c. Within one (1) year from the date of this INTERGOVERNMENTAL AGREEMENT, and for each subsequent year in which the INTERGOVERNMENTAL AGREEMENT or a subsequent agreement is in force, Albemarle County shall submit to VDACS a progress report that:
 1. describes any properties that Albemarle County has identified as prospects for Albemarle County's purchase of agricultural conservation easements and the status of any negotiations for the purchase of such agricultural conservation easements;
 2. estimates the timeframes within which Albemarle County will execute contracts for any such purchases, close on such purchases, and request reimbursement of reimbursable costs for those purchases from VDACS;
 3. describes the measures Albemarle County has undertaken to develop and/or maintain a public outreach program designed to educate various stakeholders in Albemarle County's community—including farmers, landowners, public officials, and the non-farming public—about Albemarle County's agricultural conservation easement program and other initiatives to preserve working agricultural land;
 4. describes the measures Albemarle County has undertaken to develop and/or maintain a formal plan for stewardship and monitoring of the working agricultural land on which Albemarle County acquires agricultural conservation easements; and
 5. describes the measures Albemarle County has undertaken to develop and/or maintain a process that Albemarle County will use to evaluate the effectiveness of its program, including a protocol for making changes to

Albemarle County's agricultural conservation efforts based on such evaluations.

- d. For any purchase of agricultural conservation easements for which Albemarle County requests reimbursement from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT, Albemarle County shall obtain a policy of title insurance on its purchased interest that covers at least an amount equal to the amount for which Albemarle County requests reimbursement from VDACS.
- e. Prior to closing on a purchase of an agricultural conservation easement for which Albemarle County requests reimbursement from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT, Albemarle County shall submit, for review and approval by VDACS and its legal counsel, the following documentation:
 1. a written agreement setting forth, in the manner prescribed by Albemarle County's ordinance or resolution governing its program to acquire agricultural conservation easements, the terms of Albemarle County's purchase of the agricultural conservation easement, including the purchase price;
 2. a written confirmation from the Albemarle County Commissioner of Revenue or Director of Finance, or the Albemarle County Commissioner of Revenue's or Director of Finance's designated agent that the property/properties to be encumbered by the agricultural conservation easement meet the definition of "real estate devoted to agricultural use", "real estate devoted to horticultural use" or "real estate devoted to forest use" as established in § 58.1-3230 of the Code of Virginia;
 3. a written description of the agricultural, environmental and social characteristics of the property/properties to be encumbered by the agricultural conservation easement;
 4. any installment purchase agreement;
 5. the deed of easement that the Grantor will deliver to Albemarle County at closing, including all exhibits, attachments, and/or addenda;
 6. a title insurance commitment for a policy to insure the easement interest under contract indicating an amount of coverage at least equal to the amount of funds for which Albemarle County requests reimbursement from VDACS; and
 7. an itemized list of all reimbursable costs that Albemarle County has or will, up to the time of closing, incur in the course of purchasing the agricultural conservation easement.

Albemarle County shall make whatever changes to the proposed deed of easement and/or the installment purchase agreement, where applicable, that VDACS and/or its legal counsel deem necessary to ensure compliance with applicable state law and the requirements and purposes of this INTERGOVERNMENTAL AGREEMENT.

Albemarle County may fulfill its obligation under this paragraph by submitting accurate and complete copies of all documents enumerated in this paragraph, provided that Albemarle County shall deliver or make available the original documents to VDACS for review at VDACS' request.

- f. Together with any claim for reimbursement pursuant to this INTERGOVERNMENTAL AGREEMENT that Albemarle County submits to VDACS, Albemarle County shall also submit the following supporting documentation:

1. a copy of the recorded deed of easement that VDACS and/or its legal counsel approved prior to closing, showing the locality, deed book, and page of recordation, and including all exhibits, attachments, and/or addenda;
 2. copies of invoices, bills of sale, and cancelled checks evidencing Albemarle County's incursion of reimbursable costs in the course of purchasing the agricultural conservation easement;
 3. a copy of any executed installment purchase agreement related to the purchase, which shall indicate the purchase price; and
 4. a copy of any deed of trust related to the purchase.
- g. Albemarle County shall provide the Grant Manager immediate written notice of Albemarle County's receipt of any application or proposal for the conversion or diversion of the use of any land upon which Albemarle County or its assignee, where applicable, holds an agricultural conservation easement, for the purchase of which VDACS contributed funds pursuant to this INTERGOVERNMENTAL AGREEMENT.
- h. Albemarle County, or any assignee of Albemarle County's interest in an agricultural conservation easement for which Albemarle County receives a contribution from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT shall at all times enforce the terms of that easement. Albemarle County shall provide the Grant Manager immediate written notice of any actions, whether at law, in equity, or otherwise, taken by locality to enforce the terms of the easement or to abate, prevent, or enjoin any violation thereof by any party. Any failure by Albemarle County or such assignee to perform its enforcement responsibility shall constitute a breach of this INTERGOVERNMENTAL AGREEMENT, for which VDACS shall have a remedy by way of a civil action for specific performance of that enforcement responsibility; or, VDACS shall have the right and authority, at its option, to demand and receive from Albemarle County a portion of the full market value of the agricultural conservation easement at the time of the breach in proportion to VDACS' contribution toward the total reimbursable cost of acquiring the agricultural conservation easement as evidenced by the completed claim for reimbursement required under paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT.
- i. For any purchase of an agricultural conservation easement for which Albemarle County requests reimbursement from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT, Albemarle County shall derive its valuation of the agricultural conservation easement according to the valuation methods prescribed by ordinance or resolution.

3. Merger and Superseding of Prior Agreement

The parties agree that terms of any INTERGOVERNMENTAL AGREEMENT previously entered into between the parties to govern VDACS' distribution of funds to Albemarle County in support of Albemarle County's purchase of agricultural conservation easements shall be merged into the instant INTERGOVERNMENTAL AGREEMENT, the latter of which shall supersede all former INTERGOVERNMENTAL AGREEMENTS to the extent that there are any inconsistencies between the terms of these INTERGOVERNMENTAL AGREEMENTS. Notwithstanding the language of this paragraph, VDACS shall be required to restrict the allocation amount(s) provided in paragraph 1(a) of any prior agreement(s) in addition to the current allocation amount, but shall only be required to restrict any prior allocation amount(s) until the expiration of two (2) years from the date of execution of the prior agreement(s).

4. Recertification

This INTERGOVERNMENTAL AGREEMENT pertains exclusively to VDACS' contribution of funds that the General Assembly has appropriated to VDACS through the fiscal year ending June 30, 2013. VDACS shall not contribute other funds in the future to Albemarle County except upon VDACS' recertification of Albemarle County's eligibility to receive such funds. VDACS may establish and communicate to Albemarle County certain benchmarks of

program development that VDACS will impose upon Albemarle County as preconditions to Albemarle County's recertification for future contributions.

5. Governing Law

This INTERGOVERNMENTAL AGREEMENT is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia. In all actions undertaken pursuant to this INTERGOVERNMENTAL AGREEMENT, preferred venue shall be in the City of Richmond, Virginia, at the option of VDACS.

6. Assignment

Albemarle County shall not assign this INTERGOVERNMENTAL AGREEMENT, either in whole or in part, or any interest in an agricultural conservation easement for the purchase of which VDACS contributes funds pursuant to this INTERGOVERNMENTAL AGREEMENT, without the prior, written approval of the Grant Manager.

7. Modifications

The parties shall not amend this INTERGOVERNMENTAL AGREEMENT, except by their mutual, written consent.

8. Severability

In the event that any provision of this INTERGOVERNMENTAL AGREEMENT is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this INTERGOVERNMENTAL AGREEMENT have force and effect and shall not be affected thereby.

(The rest of this page is intentionally left blank. Signatures manifesting the parties' mutual assent to the terms contained in this INTERGOVERNMENTAL AGREEMENT appear on the next page.)

In witness, whereof, the parties hereto have executed this INTERGOVERNMENTAL AGREEMENT as of the day and year first written above.

**RESOLUTION TO APPROVE TRAVEL REIMBURSEMENT
POLICY FOR BOARD OF SUPERVISORS MEMBERS**

WHEREAS, the Board of Supervisors may grant to its members any or all of the fringe benefits in the manner and form as such benefits are provided for County employees pursuant to § 15.2-1414.3 of the Code of Virginia; and

WHEREAS, the Board of Supervisors finds that a policy to establish uniform standards and procedures for travel reimbursement will serve the purpose of allowing Board members to travel on official County business and assure the prudent use of County funds.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby adopts the Travel Reimbursement Policy for Board of Supervisors Members, as attached hereto and incorporated herein.

**Travel Reimbursement Policy for Board of Supervisors Members
of Albemarle County, Virginia**

The purpose of this policy is to establish uniform standards and procedures that allow Board members to travel for official County business purposes consistent with the prudent use of County funds.

I. Scope

- A. Board members may be reimbursed for the following routine travel expenses, provided there are available funds:
1. Mileage for travel by personal vehicle or other travel costs to scheduled Board meetings and Board committee meetings for committees to which a Board member is appointed, from home or work, if a work day, which is not part of routine personal travel;
 2. Mileage for travel by personal vehicle or other travel costs to events reasonably necessary to prepare for matters scheduled for consideration on the Board's agenda which is not part of routine personal travel (i.e., site visits, informational meetings); and
 3. Parades and other community gatherings not advertised as Supervisor's town hall meetings to discuss County business. Travel to use the COB office between other personal travel or meetings, shall not be covered.
- B. Board members may be reimbursed for the following educational conference travel expenses, provided there are available funds:
1. All necessary, actual and reasonable meal, travel and lodging costs (including gratuity and excluding alcohol) of attending regional, statewide or national meetings at which the Board member represents the County, as approved by the Board; and
 2. All necessary, actual and reasonable meal, and travel (including gratuity and excluding alcohol) of attending legislative or congressional hearings relating to official County business.

- C. Board members will not be reimbursed for the following travel expenses:
 - 1. Travel to events which are political in nature (i.e., campaigning or partisan events);
 - 2. Personal expenses incurred during travel; or
 - 3. Other travel which is not part of the statutory governmental duties of the Board of Supervisors that are not provided for in Sections A or B.

II. Procedures

- A. This policy will be applied and overseen in the following manner:
 - 1. Reimbursement requests shall be made in writing on forms provided by the Clerk of the Board and shall itemize the date, number of miles of travel expenses and purpose of the meeting. Mileage for use of a personal vehicle shall be reimbursed at the County's authorized car mileage reimbursement rate. Other reimbursements shall be for the amount of costs expended and shall be documented by receipts for actual amounts paid.
 - 2. The Clerk, or her/his designee, will review all travel reimbursement requests prior to reimbursement. No payment will be made for incomplete submissions or information.
 - 3. When all allocated funds for Board reimbursements have been expended, there will be no further reimbursement for that fiscal year unless the Board appropriates additional funding.
 - 4. This policy shall be distributed to each member of the Board upon taking office or upon any changes to the policy.

(Adopted 2/6/2013)