

**ACTIONS**  
**Board of Supervisors Meeting of June 4, 2014**

June 5, 2014

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>	<u>PODCAST</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> <li>• Meeting was called to order at 9:04 a.m., by the Chair, Ms. Dittmar. All BOS members were present. Also present were Tom Foley, Larry Davis, Ella Jordan and Travis Morris.</li> </ul>		<a href="#">Listen</a>
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b>, by a vote of 6:0, the final agenda.</li> </ul>		
<p>5. Brief Announcements by Board Members.</p> <p><u>Liz Palmer:</u></p> <ul style="list-style-type: none"> <li>• Provided update on recent meeting of the Albemarle County Long Range Solid Waste Solutions Advisory Committee.</li> </ul> <p><u>Jane Dittmar:</u></p> <ul style="list-style-type: none"> <li>• The Chamber of Commerce is currently accepting applications for Leadership Charlottesville.</li> <li>• There will be a celebration of diversity in the business community on June 24, 2014, at the Paramount.</li> <li>• Nora Gillespie, Director of the Central Virginia Small Business Development Center, is retiring. The CVPED is currently seeking applications for the position.</li> </ul>		
<p>6. Recognitions:</p> <p>a. Charles P. "Chip" Boyles, II, Executive Director, Thomas Jefferson Planning District Commission.</p> <ul style="list-style-type: none"> <li>• Ms. McKeel introduced and recognized Mr. Boyles.</li> </ul> <p>b. 2013 (CAFR) Comprehensive Annual Financial Report - Certificate of Achievement.</p> <ul style="list-style-type: none"> <li>• Ms. Palmer introduced Ryan Davidson, who made the presentation to Ms. Burrell and the Finance staff.</li> </ul> <p>c. Crozet Library – LEED (Leadership in Energy and Environmental Design) Certification.</p> <ul style="list-style-type: none"> <li>• Ms. Mallek recognized the Crozet Library for receiving the certification.</li> </ul> <p>d. Rivanna Garden Club – Claudius Crozet Park biofilter.</p> <ul style="list-style-type: none"> <li>• Ms. Mallek recognized Phyllis Ripper of the Rivanna Garden Club.</li> </ul>		<a href="#">Listen</a>
<p>7. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <li>• <u>David Thomas</u>, Scottsville District, presented claim, on behalf of Joseph Pace, for payment of VERIP Retirement Compensation.</li> <li>• <u>Charles Battig</u>, made a presentation regarding sustainability and the Comp Plan.</li> <li>• <u>Nancy Carpenter</u>, Scottsville District, spoke about affordable housing for everyone.</li> </ul>		<a href="#">Listen</a>

	<ul style="list-style-type: none"> <li>• <u>Stacey Norris</u>, Co-President of Voices for Animals and Founder/Project Coordinator HOWS Project, spoke about improving laws to protect animals.</li> <li>• <u>Robert Walters</u>, Rivanna District, spoke about opposition to fracking in the County.</li> <li>• <u>Edward Brooks</u>, Samuel Miller District, expressed concerns about new policy at Jefferson Madison Regional Library that allows use of cell phones and snacks throughout the Library.</li> </ul>	County Executive: Request information from Mr. Halliday.	
8.2	FY 2014 Budget Amendment and Appropriations. <ul style="list-style-type: none"> <li>• <b>APPROVED</b> appropriations #2014100 and #2014102 for general government programs. (<b>Note:</b> action was taken under other matters from Board.)</li> </ul>	Clerk: Forward copy of signed appropriations to OMB, Finance and appropriate individuals.	
8.3	Set public hearing on Proposed Ordinance to establish a Video-Monitoring System for School Buses. <ul style="list-style-type: none"> <li>• <b>SET</b> the proposed Ordinance for public hearing on July 2, 2014.</li> </ul>	Clerk: Advertise and schedule on the July 2 agenda.	
8.4	Change Board of Supervisors' Regular Night Meeting Time for 2014 Calendar. <ul style="list-style-type: none"> <li>• <b>CHANGED</b> the start time of the Board's regular night meetings from 6:00 p.m., to 7:00 p.m., until such time updates to the Comprehensive Plan are complete.</li> </ul>	Clerk: Advertise in the Daily Progress and post notice on door of Lane Auditorium.	<a href="#">Listen</a>
8.5	Western Albemarle Rescue Squad Memorandum of Understanding for Participation in Cost Recovery Program. <ul style="list-style-type: none"> <li>• <b>AUTHORIZED</b> the County Executive to execute a Memorandum of Understanding between Western Albemarle Rescue Squad and the County.</li> </ul>	County Attorney: Provide Clerk with signed copy of MOU. (Attachment 1)	
8.6	Cost Recovery Program – Insurance-Only Billing for County Residents. <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> Resolution to Implement Insurance-Only Billing of County Residents for the Emergency Medical Services Cost Recovery Program.</li> </ul>	Clerk: Forward copy of signed resolution to Fire and Rescue, and County Attorney's office. (Attachment 2)	
8.7	Fire Services Agreement Between the City of Charlottesville and Albemarle County. <ul style="list-style-type: none"> <li>• <b>AUTHORIZED</b> the County Executive to execute the 2014 Fire Services Agreement.</li> </ul>	County Attorney: Provide Clerk with signed copy of agreement. (Attachment 3)	
8.8	Petty Cash Resolution. <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> Resolution.</li> </ul>	Clerk: Forward copy of signed resolution to Finance, OMB and County Attorney's office. (Attachment 4)	
8.9	ZTA-2012-00010. Off-site signs (deferred from May 7, 2014). <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> ordinance.</li> </ul>	Clerk: Forward copy of signed ordinance to Community Development and County Attorney's office. (Attachment 5)	
8.10	Virginia Retirement System (VRS) Employer Contribution Rate Election Resolutions. <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> Resolutions to 1) certify the County's employer contribution rate for</li> </ul>	Clerk: Forward signed copies of resolutions to Human Resources, Finance and County Attorney's office.	

	General Government employees will be the VRS Board of Trustees' rate of 13.49%, which is the contribution Certified Rate by the VRS Board of Trustees for the 2014-2016 biennium; and 2) certify that it concurs with the School Divisions election to pay the VRS Board of Trustees' Certified Rate of 7.86% for the 2014-2016 biennium for the School Division's classified/non-professional employees. <b>(Note:</b> action was taken under other matters from Board.)	(Attachments 6 and 7)	
8.13	Grants Update. <ul style="list-style-type: none"> <li>Pulled for discussion under other matters from Board.</li> </ul>		
9.	<b><u>Pb. Hrg: An ordinance to amend Chapter 2, Administration, of the Albemarle County Code, to amend Section 2-202, Compensation of board of supervisors.</u></b> <ul style="list-style-type: none"> <li>By a vote of 5:1 (Sheffield), <b>ADOPTED</b> ordinance.</li> </ul>	<u>Clerk:</u> Forward copy of signed ordinance to Human Resources and Payroll, along with EAR forms and County Attorney's office. (Attachment 8)	<a href="#">Listen</a>
10.	<b><u>Pb. Hrg: An ordinance to amend Chapter 4, Animals and Fowl, of the Albemarle County Code.</u></b> <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>ADOPTED</b> ordinance.</li> </ul>	<u>Clerk:</u> Forward copy of signed ordinance to Police Department and County Attorney's office. (Attachment 9)	<a href="#">Listen</a>
11.	<b><u>Pb. Hrg: An ordinance to amend section 15-1601 of Chapter 15, Taxation, of the Albemarle County Code.</u></b> <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>ADOPTED</b> ordinance.</li> </ul>	<u>Clerk:</u> Forward copy of signed ordinance to Finance, Real Estate and County Attorney's office. (Attachment 10)	<a href="#">Listen</a>
	<b>Recess.</b> The Board recessed at 10:38 a.m. and reconvened at 10:46 a.m.		
12.	FY 15 Resolution of Appropriations and Discussion of State Budget. <ul style="list-style-type: none"> <li>By a vote of 5:1 (Boyd), <b>ADOPTED</b> the Annual Resolution of Appropriations for FY 15 that allocates a total of \$351,989,970 to various General Government and School Division operating, capital improvement, and debt service accounts for expenditure in FY 15.</li> <li>By a vote of 6:0, <b>ADOPTED</b> Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing.</li> <li>By a vote of 6:0, <b>ADOPTED</b> Resolution to Urge Legislators to Approve the State Budget.</li> </ul>	<u>Clerk:</u> Forward copies of signed resolutions to OMB, Finance and County Attorney's office. Forward copy of State budget resolution to Albemarle County General Assembly members. (Attachments 11 and 12)  Forward copy of resolution to Albemarle County General Assembly members. (Attachment 13)	<a href="#">Listen</a>
13.	Albemarle County Service Authority (ACSA) Quarterly Update. <ul style="list-style-type: none"> <li><b>Received.</b></li> </ul>		<a href="#">Listen</a>
14.	Rivanna Water and Sewer Authority (RWSA) Quarterly Update. <ul style="list-style-type: none"> <li><b>Received.</b></li> </ul>		<a href="#">Listen</a>
15.	Dominion Power Report. <ul style="list-style-type: none"> <li><b>Received.</b></li> </ul>		<a href="#">Listen</a>
16.	Closed Meeting. <ul style="list-style-type: none"> <li>At 12:30 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia under subsection (1) to</li> </ul>		

<p>consider appointments to boards, committees, and commissions in which there are pending vacancies or requests for reappointments; under subsection (3) to discuss the acquisition of real property for court facilities because an open meeting discussion would diversely affect the bargaining position of the County; under subsection (7) to consult and be briefed by legal counsel and staff regarding specific legal matters requiring legal advice relation to: 1. The negotiation of easements on the County Office Building property; 2. An employment agreement; and 3. The Fair Labor Standards Act; and under subsection (7) to consult with and be briefed by legal counsel and staff regarding probable litigation concerning: 1. A violation of a subdivision agreement because a public discussion would adversely affect the litigating posture of the County; and 2. An employment benefit compensation claim because a public discussion would adversely affect the litigation posture of the County.</p>		<a href="#">Listen</a>
<p>17. Certified Closed Meeting.</p> <ul style="list-style-type: none"> <li>At 1:35 p.m., the Board reconvened into open meeting and certified the closed meeting.</li> </ul>		
<p><b>NonAgenda.</b> Resolution to Disallow Claim. By a vote of 6:0, <b>ADOPTED</b> resolution.</p>	<p><u>Clerk:</u> Forward resolution to David Thomas. (Attachment 14)</p>	
<p>18. Boards and Commissions: Appointments.</p> <ul style="list-style-type: none"> <li><b>APPOINTED</b> Ms. Katharine Welch to the Citizens Transportation Advisory Committee (CTAC), with said term to expire April 3, 2017.</li> <li><b>REAPPOINTED</b> Ms. Elizabeth Russell, Mr. Jared Loewenstein and Mr. Jeff Werner to the Historic Preservation Committee, with said terms to expire June 4, 2017.</li> <li><b>REAPPOINTED</b> Mr. Peter DeMartino to the Region Ten Community Services Board, with said term to expire June 30, 2017.</li> <li><b>APPOINTED</b> Supervisor Liz Palmer to the Solid Waste Committee as the BOS Liaison with said term to expire December 31, 2014.</li> </ul>	<p><u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.</p>	
<p>19. County Fire Rescue - Career firefighters serving as volunteers within the same jurisdiction.</p> <ul style="list-style-type: none"> <li><b>Received.</b></li> </ul>		<a href="#">Listen</a>
<p>20. Courts Project Follow-up.</p> <ul style="list-style-type: none"> <li><b>CONSENSUS</b> that staff continue to pursue both Court expansion options in parallel.</li> </ul>		<a href="#">Listen</a>
<p>21. Communication with Commonwealth Transportation Board regarding the Route 29 Recommended Concept Solutions Package.</p> <ul style="list-style-type: none"> <li>By a vote of 5:1 (Boyd), <b>APPROVED</b> letter with changes.</li> </ul>	<p><u>Clerk:</u> Forward letter to CTB members. (Attachment 15)</p>	<a href="#">Listen</a>
<p>23. From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>APPROVED</b> consent agenda items 8.2 and 8.10.</li> </ul> <p>Ann Mallek:</p>		<a href="#">Listen</a>

<ul style="list-style-type: none"> <li>Announced that she had forwarded an email to Supervisors regarding the Workforce Innovations and Opportunity Act (WIOA), and requested that a letter of support be added to the June 11 agenda.</li> </ul> <p><u>Liz Palmer:</u></p> <ul style="list-style-type: none"> <li>Gave a brief report on the Solid Waste Committee and discussed appointing additional members.</li> </ul> <p><u>Jane Dittmar:</u></p> <ul style="list-style-type: none"> <li>Reminded Supervisors of upcoming meetings.</li> <li>Announced that she and Supervisor McKeel attended a conference in Roanoke and heard a presentation on Public Private Partnerships. She encouraged Board members to stay informed about these partnerships.</li> <li>Requested background information on the CACVB and schedule on a future agenda.</li> </ul> <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> <li>Requested more information on Public Private Partnerships.</li> </ul>		
<p>24. From the County Executive: Report on Matters Not Listed on the Agenda.</p> <p><u>Tom Foley:</u> Highlighted and discussed the monthly County Executive's report.</p>		<a href="#">Listen</a>
<p>22. Work Session: CPA-2013-01. Comprehensive Plan Update/Amendment, to begin with public comments and possible Board direction.</p> <ul style="list-style-type: none"> <li><b>Held.</b></li> </ul>	(Attachment 16)	<a href="#">Listen</a>
<p>25. Adjourn to June 5, 2014, 5:00 p.m., Auditorium.</p> <ul style="list-style-type: none"> <li>The meeting was adjourned at 7:08 p.m.</li> </ul>		

ewj/tom

- Attachment 1 – Western Albemarle Rescue Squad Memorandum of Understanding for Participation in Cost Recovery Program
- Attachment 2 – Resolution - Cost Recovery Program – Insurance-Only Billing for County Residents
- Attachment 3 – Fire Services Agreement Between the City of Charlottesville and Albemarle County
- Attachment 4 – Petty Cash Resolution
- Attachment 5 – Ordinance - ZTA-2012-00010. Off-site signs
- Attachment 6 – Resolution - Employer Contribution Rates for Counties, Cities, Towns, School Divisions and Other Political Subdivisions
- Attachment 7 – Resolution - Local Governing Body Concurrence with School Division Electing to Pay the VRS Board-Certified Rate
- Attachment 8 – Ordinance – Compensation of Board of Supervisors
- Attachment 9 – Ordinance – Chapter 4, Animals and Fowl
- Attachment 10 – Ordinance – Chapter 15, Taxation
- Attachment 11 – Annual Resolution of Appropriations for FY 15
- Attachment 12 – Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing
- Attachment 13 – Resolution to Urge Legislators to Approve the State Budget
- Attachment 14 – Resolution to Disallow Claim
- Attachment 15 – Communication with CTB, re: Route 29 Recommended Concept Solutions Package
- Attachment 16 – Comprehensive Plan Update Discussion

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE WESTERN ALBEMARLE RESCUE SQUAD, INC. AND  
THE COUNTY OF ALBEMARLE, VIRGINIA**

This Memorandum of Understanding (“MOU”) is entered into on this 6<sup>th</sup> day of June, 2014, by the Western Albemarle Rescue Squad, Inc. (“WARS”), a Virginia non-stock corporation and a volunteer rescue agency located at 1265 Crozet Avenue, Crozet, Virginia, 22932, and the County of Albemarle, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia with its principal offices at 401 McIntire Road, Charlottesville, Virginia, 22902, for the purpose of establishing guidelines concerning WARS’s participation in the County’s Emergency Medical Services (EMS) revenue recovery program (“WARS” and the “County” are hereinafter referred to as the “Parties”; singular, a “Party”).

WHEREAS, on September 9, 2009, the Albemarle County Board of Supervisors enacted Chapter 6, Article V, of the Albemarle County Code, which authorizes the Albemarle County Department of Fire and Rescue and any volunteer rescue squad that obtains a permit from the County to charge fees (the “Fees”) for emergency medical services (EMS) ambulance vehicle transports (hereinafter, “transport services”); and

WHEREAS, on April 21, 2014, the membership of WARS voted to begin billing for EMS vehicle transport services as part of the County’s EMS revenue recovery program;

WHEREAS, the County acknowledges that WARS has agreed to participate in the County’s EMS revenue recovery program which is intended to recover costs associated with providing emergency medical/transport services on the basis that the County will utilize funds from the recovery program to fund WARS’ reasonable budget requests.

NOW, THEREFORE, the parties agree as follows:

1. In consideration of the County’s compliance with the terms of this MOU, WARS will participate in billing for transport services as part of the County’s EMS revenue recovery program that began on February 1, 2010. For billing and collection purposes, the County will serve as the agent and public point of contact for WARS and shall contract with a third-party provider to administer the billings and collections relative to the revenue recovery program.
2. All Fees charged by WARS for transport services shall be collected by the County’s billing and collection provider and retained by the County to support funding of WARS. Any funds in excess of those needed to support WARS, as set out hereinafter, will be used to support the Albemarle County Coordinated Fire and Rescue System established pursuant to Code § 6-102 of the Albemarle County Code.
3. In consideration of the County’s compliance with the terms of this MOU, during the term of this MOU WARS agrees to provide all reasonably necessary information, documentation, and cooperation to the County and its billing and collection provider for the billing of transport services delivered/provided by WARS. For the duration of the County’s November 11, 2009 contract, as amended by Addendum dated January 3, 2012, with its current billing and collection provider, Fidelis Billing, LLC (“Fidelis”), WARS agrees to the covenants contained in Articles II, V, IX, X and XII of the County’s contract with Fidelis. WARS hereby agrees to comply with any similar requirements and covenants in any successor billing and collection provider contract. WARS also hereby agrees to supply the County, or such billing and collection provider, as the case may be, any information that might be reasonably necessary to obtain and maintain billing approval for the transport services by the Center for Medicare and Medicaid Services.
4. WARS authorizes all EMS ambulances owned by WARS, whether solely titled to WARS or jointly titled to WARS and the County, to be used for the delivery of transport services within the County’s

EMS revenue recovery program. The Parties acknowledge that, to the extent permitted by law, WARS will not be required to bill for any transport services performed pursuant to a written contract in which WARS agrees to provide “standby” services to a third party and such contract provides that a patient shall not be billed for transport services in such third-party setting, provided that the third-party agrees to pay for such transport services in an amount not less than would be paid by Medicare for a Medicare patient transport. Otherwise, the patient shall be billed for any such transport services under the County’s applicable policies and procedures.

5. WARS agrees to apply for a permit from the County to participate in billing for transport services and, to the extent that such permit is not inconsistent with the provisions of this MOU, will comply with the terms of the permit, once issued. The County’s Board of Supervisors has previously approved Volunteer Funding Policy SAP-DEP-007 (the Policy), which provides a detailed outline of the County’s funding policy for volunteer fire departments and rescue squads in the County. This Policy shall be used by WARS as a guideline for creating their annual budget request. However, in consideration of the participation by WARS in the County’s revenue recovery program, the County commits to fund 100% of WARS’s reasonable annual operating (non-capital items) budget requests consistent with the review and oversight by the Office of Management and Budget (OMB) for County Departments. In addition, one-time budget requests for facilities repairs and maintenance and one-time budget requests for items or services such as but not limited to equipment previously identified in a multi-year funding plan shall be given full consideration for funding. The County shall establish an annual operating contingency for WARS equal to ten percent (10%) of its approved operating budget which shall be available to fund unanticipated operating expenses or reasonable operating expenses underfunded in the operating budget. These funds will be provided to WARS upon reasonable request after consultation and approval by the Fire and Rescue Chief.
6. The foregoing notwithstanding, WARS hereby agrees that it will continue its historical fundraising efforts for the purpose of generating funds to be used solely by WARS for the replacement, or major renovations/additions, to its existing facilities/buildings and such other needs as WARS reasonably deems necessary to deliver timely, efficient and professional transport services as determined, and approved, by WARS’ Board of Directors.
7. WARS hereby agrees to determine, at the end of each of its fiscal years, any funds provided to WARS by the County in connection with this MOU which are not expended by WARS. As to all such funds, WARS hereby agrees that such funds shall be held in a contingency fund by WARS. In the event that WARS determines, due to unanticipated expenses, that funds budgeted for a fiscal year are insufficient to fund WARS, even after applying the funds held in WARS’s contingency fund, WARS may, after consultation with the County’s OMB and Fire and Rescue Chief, request an additional appropriation from the Board of Supervisors, which shall be at the Board’s discretion.
8. Because under Virginia law a board of supervisors may not legally bind a future board, the parties acknowledge and agree that the funding of WARS as set out herein remains subject to annual appropriations by the Albemarle County Board of Supervisors.
9. The Parties intend that this MOU will last for the duration of the County’s EMS revenue recovery program. However, either Party may terminate this MOU by providing sixty (60) days’ written notice to the other Party in the event that: (i) the Albemarle County Board of Supervisors fails to appropriate funds to WARS in accordance with the Policy and/or this MOU; (ii) Federal, State or County laws require discontinuation of the County’s EMS revenue recovery program; or (iii) a Party commits a material breach of this MOU or the Policy which is not cured, or otherwise satisfactorily addressed in the sole reasonable discretion of the aggrieved Party, within sixty (60) days of notice of such breach by the aggrieved Party to the non-aggrieved Party. Should either Party terminate this MOU, the terminating Party will cooperate with the other Party to close out all outstanding billing and collection matters relative to the revenue recovery program outlined above.
10. The County hereby agrees, notwithstanding anything set out herein to the contrary, that at all times relative to the revenue recovery program set out herein that it shall continue its current billing policy of “soft” or “compassionate” billing in appropriate circumstances. The County hereby further agrees that upon a determination that it may do so in compliance with Federal law, the County will

implement "insurance only billing" in which residents of the County shall not be billed for any portion of a fee for transport services not paid by an insurance company or program.

**WESTERN ALBEMARLE RESCUE SQUAD, INC.**

By: \_\_\_\_\_  
William Wood, President

Date: \_\_\_\_\_

**COUNTY OF ALBEMARLE, VIRGINIA**

By: \_\_\_\_\_  
Thomas C. Foley, County Executive

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
County Attorney



**RESOLUTION TO IMPLEMENT INSURANCE ONLY BILLING  
OF COUNTY RESIDENTS FOR THE EMERGENCY MEDICAL SERVICES  
COST RECOVERY PROGRAM**

**WHEREAS**, on September 9, 2009, the Board enacted Chapter 6, Article V of the Albemarle County Code, which authorizes the Albemarle County Department of Fire and Rescue and any volunteer rescue squad that obtains a permit from the County to charge fees for emergency medical services (EMS) vehicle transports; and

**WHEREAS**, Chapter 6, Article V of the Albemarle County Code authorized the County Executive to establish policies and procedures to implement the provisions of Chapter 6, Article V of the Albemarle County Code in accordance with applicable law, including payment standards for persons demonstrating economic hardship, which the County Executive has done; and

**WHEREAS**, the Board instructed County staff to take the necessary steps to implement an EMS Cost Recovery policy change that would provide that County residents would not be billed for fees not covered by insurance incurred for the provision of EMS vehicle transport services by the County or by volunteer rescue squads that obtain a permit from the County to charge fees for EMS vehicle transports; and

**WHEREAS**, the Office of Inspector General has issued Advisory Opinion No. 13-14 to the County of Albemarle approving an insurance only billing structure for EMS vehicle transport services provided to Albemarle County residents by the Albemarle County Department of Fire and Rescue and permitted volunteer rescue squads allowing the local taxes paid to count as the deductibles and co-pays for such County residents.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Albemarle County Board of Supervisors hereby directs that the EMS Cost Recovery Program provide for "insurance only" billing for EMS vehicle transports rendered by the Albemarle County Department of Fire and Rescue or by any permitted volunteer rescue squad to *bona fide* residents of the County. In accordance with Albemarle County Code Section 6-503(b), the County Executive shall implement the procedures necessary to effect this change to the County EMS Cost Recovery Program effective August 1, 2014. All other provisions of the County's EMS Cost Recovery Program, including the billing of non-County residents for all fees incurred for EMS vehicle transports rendered by the Albemarle County Department of Fire and Rescue or permitted volunteer rescue squads, shall remain in effect.

**2014 FIRE SERVICES AGREEMENT BETWEEN  
THE CITY OF CHARLOTTESVILLE AND ALBEMARLE COUNTY**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of June, 2014, and executed in duplicate originals by the CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, and the COUNTY OF ALBEMARLE, a political subdivision of the Commonwealth of Virginia.

**WHEREAS**, the City and the County entered into the Fire Services Agreement Between the City of Charlottesville and Albemarle County, dated May 3, 2000, governing the provision of fire services for both localities; and,

**WHEREAS**, Section 10 of the 2000 Agreement provides that the parties may amend or supplement the Agreement at any time by mutual written agreement; and,

**WHEREAS**, by amendments dated August 6, 2008 and May 17, 2010 the parties agreed to extend the term of the 2000 Agreement; and,

**WHEREAS**, the 2000 Agreement was terminated by the County effective June 29, 2013; and,

**WHEREAS**, the parties have now renegotiated the terms and conditions under which fire services will be provided across jurisdictional boundaries and the compensation for those services, which forms the basis for this new Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**Section 1. Definitions.**

For purposes of this Agreement, words and phrases set forth below shall be interpreted as they are defined in this section.

**Automatic Aid ("AA")** is fire department assistance that is automatically dispatched to respond across jurisdictional boundaries to a defined First Due geographic area.

**Automatic Mutual Aid ("AMA")** is fire department assistance that is automatically dispatched to respond across jurisdictional boundaries to defined areas outside of a First Due geographical area.

**CAD** is Computer Aided Dispatch.

**Call(s) or Response(s)** occur when a fire company is instructed to respond (is dispatched) to deliver services, and is not cancelled within one (1) minute thirty (30) seconds of the dispatch.

**Call Type** refers to predefined incident types, such as structure fires, vehicle accidents, etc., that are used by CAD to dispatch appropriate units.

**Chief Officer** means a member of either the City or County Fire Department with the rank of Chief, Deputy Chief, or Battalion Chief, or another Fire Department employee or volunteer specifically designated to act in one of those positions.

**City** means the City of Charlottesville.

**Consumer Price Index** or "**CPI**" refers to the U.S. Bureau of Labor Statistics Consumer Price Index (All Urban Consumers, U.S. City Average, All Items, Base Period: November 1996 = 100). For purposes of this Agreement, the reference month for calculating the annual change in the CPI shall be June. For example,

at the beginning of the second contract year of this Agreement the parties will use the percentage change in the published CPI for the period between June, 2013 and June, 2014 when determining the annual adjustment required by Section 5.1 of this Agreement.

**County** means the County of Albemarle.

**First Due Area** is a geographic area primarily served by a station that is close in proximity. For purposes of responses contemplated by this Agreement, First Due Areas are designated areas in the County where the City will provide Automatic Aid responses.

**Mutual Aid** is fire department assistance dispatched across jurisdictional boundaries on request from one jurisdiction to another. The Chief Officer in the responding jurisdiction may modify the requested response based on available resources.

**Next Due** refers to the next available unit in a pick order.

**Pick Order** is a predefined list of stations in CAD which are in order of proximity to defined geographic areas called ESN's. Each ESN has an individual pick order. CAD uses ESN's and the pick order to determine the appropriate closest unit to respond to a call.

**Station Transfer** is a transfer of assistance by a fire department across jurisdictional boundaries to cover a vacated station while the receiving fire department's resources are committed to an incident.

## **Section 2. Goals.**

2.1. A Unified Approach. The vision and intent of the parties, as evidenced by execution of this Fire Services Agreement, is to continue the cooperative, unified approach for fire and emergency services for the Charlottesville-Albemarle community in an effective and fiscally responsible manner, as initially evidenced by the 2000 Fire Services Agreement.

2.2. Continuing Services. Among other things, this means that the City Fire Department will be dispatched under "automatic aid", as defined herein, to certain designated areas in the County; that either the City or the County Fire Department will be dispatched under "automatic mutual aid", as defined herein, to certain other designated areas in the community; and that either the City or the County Fire Department will, on request, be dispatched under "mutual aid", as defined herein, to any area outside of a First Due area, after approval by the responding department.

## **Section 3. Term.**

3.1. Unless terminated as provided herein, this Fire Services Agreement shall be in effect for a term of five (5) years, beginning July 1, 2013 (the "Commencement Date") and expiring June 30, 2018 (the "Termination Date"). By mutual written agreement executed at least one (1) year prior to the Termination Date, the parties may extend the Agreement for one (1) additional five (5) year term, through June 30, 2023, at which time the Agreement shall terminate.

3.2 Either party may, in its sole discretion, terminate this Agreement at any time upon written notice delivered to the other party at least one (1) year prior to the effective date of termination.

## **Section 4. Provision of Interjurisdictional Fire Services.**

### 4.1. Automatic Aid (AA) Responses.

(A) The City Fire Department will be dispatched automatically and will respond under Automatic Aid to the geographic areas in the County that are shown in the color blue on the map entitled City/County Contract and dated January 6, 2014. A copy of such Map will be on file in the offices of the Fire Chiefs of the City and County, and a reduced illustration is attached to this Agreement as **Exhibit A**, and is incorporated herein by reference. The areas so designated shall be First Due Areas for the City Fire Department. The City and County

fire chiefs shall, by consensus, resolve any ambiguities as to what specific properties are included within the First Due Areas depicted on the Map.

(B) The response of the City Fire Department's HazMat Team to an automatic dispatch to any area in the County will be counted as an Automatic Aid Response, until such time as the City and the County enter into a cost sharing agreement that supports a regional HazMat Team. A response by the City's HazMat Team to a request by an on-scene incident commander in the County will be considered a Mutual Aid Response, as defined in this Agreement.

(C) Although at the time of the execution of this Agreement it is not anticipated that the County will have any Automatic Aid Response obligations in any First Due Area within the City, during the term of this Agreement or any extension thereof the parties may mutually agree to amend the attached Map to designate a specific area in the City as a First Due Area for Automatic Aid Response by the County.

#### 4.2. Automatic Mutual Aid (AMA) Responses.

(A) An Automatic Mutual Aid Response occurs when either the City or the County Fire Department is dispatched automatically to defined areas within the other jurisdiction that are outside of any designated First Due Area. An example of where an Automatic Mutual Aid Response will occur is where Fire Department units in the jurisdiction where an incident occurs are already committed, prompting a next due response from the other jurisdiction.

(B) The geographic areas that are subject to Automatic Mutual Aid Responses are (i) the entire City of Charlottesville; and (ii) those areas of Albemarle County that are shown in the color green on the above-referenced Map attached as Exhibit A. The protocols for Automatic Mutual Aid shall be such protocols mutually agreed to by the City and County fire chiefs.

(C) For the purposes of this Agreement, station transfers will be considered Automatic Mutual Aid Responses.

#### 4.3. Mutual Aid (MA) Responses.

(A) A Mutual Aid Response is a response by either the City or the County Fire Department across jurisdictional boundaries at the request of a Chief Officer in the requesting jurisdiction. The Chief Officer in the responding jurisdiction may modify the requested response based on available resources.

(B) Neither party to this Agreement will be billed for Mutual Aid Responses into their respective jurisdiction.

#### 4.4. Maximum Allowable Resources.

In order to ensure that adequate Fire Department resources remain available for emergency response in each jurisdiction, the City and the County will limit Automatic Aid, Automatic Mutual Aid, and Mutual Aid Responses to no more than two (2) fire companies at any given time, unless a greater response is authorized by the on-duty Chief Officer in the responding jurisdiction.

#### 4.5. Cancellation of Response.

If either a City or County Fire Department unit is dispatched pursuant to this Agreement and subsequently disregarded within one (1) minute, thirty (30) seconds of the dispatch, the response will not be included as a call under the terms of this Agreement.

### **Section 5. Payment for Services.**

#### 5.1. Total Annual Payment.

The Total Annual Payment for fire services provided pursuant to this Agreement is based on a combination of factors, including a portion of the City's debt service for apparatus replacement; a portion of capital costs for

fire stations; HazMat costs; and a calculated cost per call. The amounts associated with each of those components are as follows:

(i)	Debt service for apparatus replacement:	\$8,445
(ii)	Fire station capital costs:	\$10,000
(iii)	HazMat costs:	\$10,000
(iv)	Cost per City Fire Department call:	\$595

The calculation supporting the City Fire Department's cost per call of \$595 is attached hereto as **Exhibit B**. During the term of this Agreement and any extension thereof the cost per call will be adjusted annually by the published change in the Consumer Price Index, as defined herein.

If a City Fire Department unit is committed on a call in the assigned Automatic Aid Response area of the County and a second City unit is dispatched to the County as an Automatic Aid Response, the cost for the second unit will be billed at twice the contractual cost per call rate (\$1,190 in the first year of this Agreement). The parties anticipate a second unit Automatic Aid Response approximately 25 times a year.

### 5.2. Calculation of the Annual Cost per Call Fee.

(A) The County has estimated that the total annual number of AA and AMA responses by the City Fire Department into the County will be 216, with an additional 25 second unit responses. In recognition that this number will fluctuate and to allow for flexibility for both jurisdictions to utilize Automatic Mutual Aid in a manner most beneficial to service delivery, both parties agree that the annual Cost per Call Fee will be a fixed amount based on 216 responses and an additional 25 second unit responses, to be applied when the total net number of AA and AMA responses by the City into the County is at least 100, and no more than 400.

(B) The total net number of AA and AMA responses by the City into the County will be determined on an annual basis by subtracting the total number of AA (if any) and AMA responses by the County into the City from the total number of AA and AMA City responses into the County.

(C) Assuming that the number of City AA and AMA responses will be between 100 and 400 (including up to 25 second unit responses), the annual Cost per Call Fee for the first year of this Agreement (July 1, 2013 to June 30, 2014) is anticipated to be:

$216$  (# of City AA and AMA responses)  $\times$   $\$595$  (cost per City Fire Department call)  $+ 25$  (number of second unit responses)  $\times$   $\$1,190$  (cost per City Fire Department call  $\times 2$ ) =  $\$158,270$ .

(D) If the total net number of City AA and AMA responses in any contract year exceeds 400, the County will pay the applicable Cost per City Fire Department Call fee then in effect for each call above 400. If the total net number of City AA and AMA responses in any contract year is less than 100, the County will be given a credit against the Total Annual Payment in the amount of the applicable Cost per City Fire Department Call fee then in effect for each call less than 100.

### 5.3. Calculation of the Total Annual Payment.

The Total Annual Payment required by this Agreement shall be the sum of the annual Cost per Call Fee, calculated and adjusted as provided herein, and the fees for apparatus debt service, fire station capital costs, and HazMat costs. For purposes of illustration only the following are examples of how the Total Annual Payment will be calculated:

Example 1:

- (a) City makes 100 AA and 275 AMA responses into the County.
- (b) County makes 0 AA and 100 AMA responses into the City.
- (c) The total net City calls into the County = 275, which is within the 100 – 400 range.
- (d) County payment =  $\$158,270$  (annual cost per call fee)  $+ \$8,445$  (debt service)  $+ \$10,000$  (capital costs)  $+ \$10,000$  (HazMat) =  $\$186,715$ .

Example 2:

- (a) City makes 150 AA and 350 AMA responses into the County.
- (b) County makes 0 AA and 75 AMA responses into the City.
- (c) The total net City calls into the County = 425, which is above the 100 – 400 range.
- (d) County payment = \$158,270 (annual cost per call fee) + \$14,875 (surcharge for additional 25 calls above 400) + \$8,445 (debt service) + \$10,000 (capital costs) + \$10,000 (HazMat) = \$201,590.

Example 3:

- (a) City makes 50 AA and 100 AMA responses into the County.
- (b) County makes 0 AA and 75 AMA responses into the City.
- (c) The total net City calls into the County = 75, which is below the 100 – 400 range.
- (d) County payment = \$158,270 (annual cost per call fee) - \$14,875 (credit for 25 calls below 100) + \$8,445 (debt service) + \$10,000 (capital costs) + \$10,000 (HazMat) = \$171,840.

## **Section 6. Annual Billing for Fire Services.**

### **6.1. Annual Invoice; Disputes.**

Within sixty (60) days after June 30, 2014, and after each June 30 thereafter while this Agreement is in effect, the City will present to the County a written invoice for the Total Annual Payment, which invoice will include the calculations contemplated by this Agreement that support the amount invoiced. Upon receipt of the invoice the County will within sixty (60) calendar days either pay the invoice in its entirety, or provide written notice of the portions of the invoice that it disputes is due and owing under the terms of this Agreement. In the event of a dispute representatives of the City and County Fire Departments will meet to attempt to amicably resolve the amounts in dispute. Any disagreement over the amount due shall not relieve the County from paying in a timely manner that portion of the invoice that is not in dispute.

### **6.2. Default.**

Should the County fail to pay any portion of the annual payment due the City hereunder in any year during the term of this Agreement, the City shall give 20 calendar days written notice to the County that the County is in breach of this Agreement. If the City or County fails to perform any other material obligation of this Agreement, the other party shall give 60 calendar days written notice that such party is in breach of this Agreement and request that the breach be cured. If the City or County fails to cure the breach during the 20 or 60 day period, as applicable, it may be declared to be in default and, upon 30 days written notice to the breaching party, the party giving notice may cease providing services or payment and/or compel performance by an appropriate action in law or equity.

## **Section 7. Additional Terms and Conditions.**

### **7.1. A Legal and Moral Obligation.**

This Agreement is a service contract for which payment is due for services after services have been rendered. The annual payments due hereunder for the initial five (5) year term of this Agreement or any extended term, unless otherwise terminated as provided herein, are deemed to be both a legal and moral obligation of the County to the City.

### **7.2. Amendment.**

The parties, without penalty, may cancel, amend, supplement, or replace this Agreement at any time by mutual written agreement.

### **7.3. Entire Agreement.**

This Agreement represents the entire agreement between the parties, and there are no other agreements or understandings between the parties, either verbal or written, which have not been incorporated

herein. This Agreement supersedes all prior agreements regarding interjurisdictional fire service responses, including the Fire Services Agreement between the City of Charlottesville and County of Albemarle dated May 3, 2000, as amended.

**WITNESS** the following signatures and seals:

**CITY OF CHARLOTTESVILLE:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:  
\_\_\_\_\_  
City Attorney

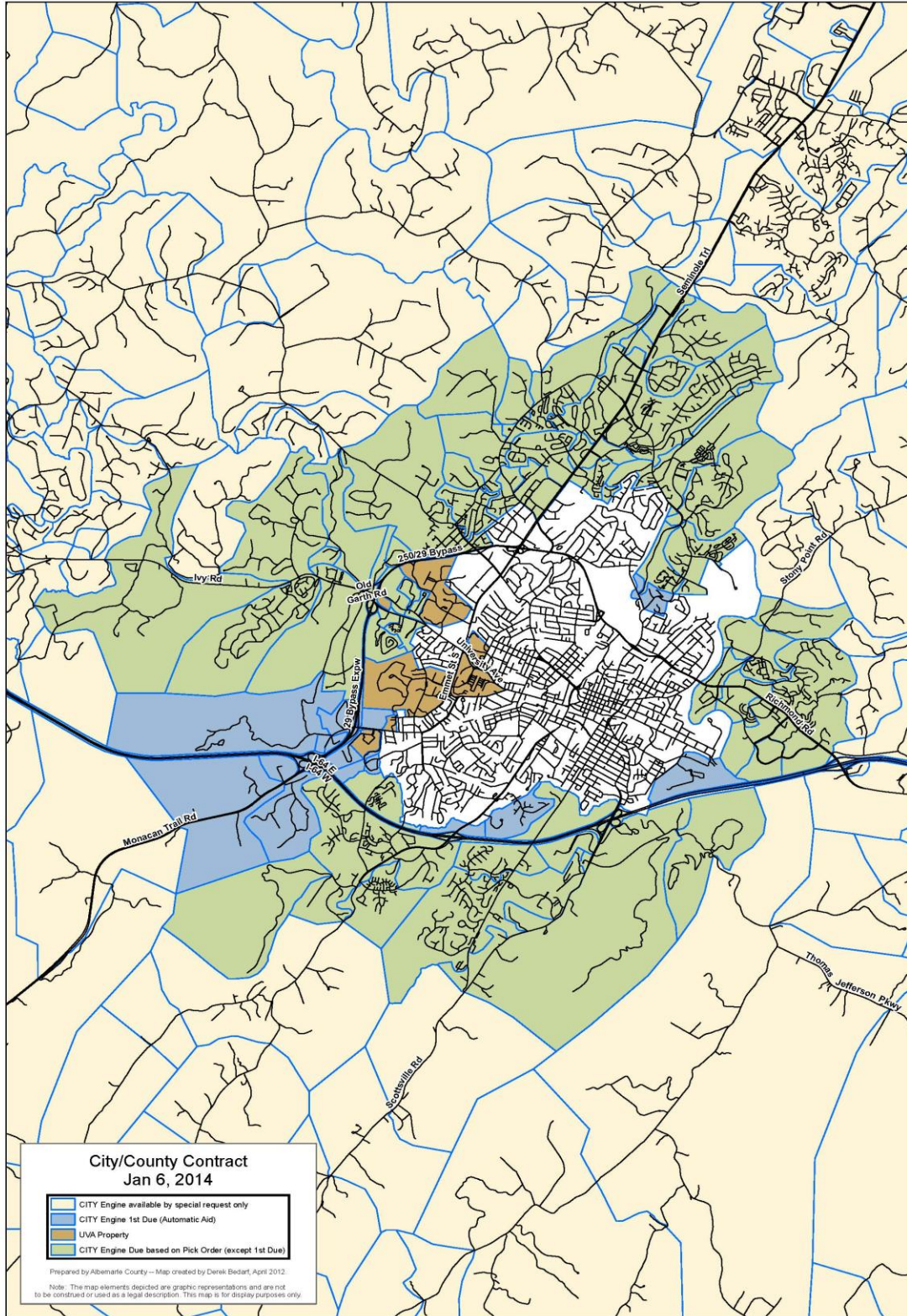
**COUNTY OF ALBEMARLE:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:  
\_\_\_\_\_  
County Attorney

**EXHIBIT A**





**EXHIBIT B**

CALCULATION OF COST PER CITY FIRE DEPARTMENT CALL

(1)	Salary and Benefits for 24 / 7 Engine Company:	\$972,034
(2)	Administrative Overhead (7%):	\$68,042
(3)	Operating Costs for 3 Engine Companies:	\$300,261
(4)	Total Cost:	\$1,340,337
(5)	Maximum number of annual calls / 1 Engine Company:	2,250
(6)	Line (4) divided by Line (5):	\$595 per call (rounded)

**RESOLUTION**

**WHEREAS**, Virginia Code §15.2-1229, provides that the governing body of any county may establish by resolution one or more petty cash funds not exceeding \$5,000 each for the payment of claims arising from commitments made pursuant to law; and

**WHEREAS**, the Board of Supervisors adopted a Resolution on July 10, 2013 establishing petty cash funds; and

**WHEREAS**, the Board of Supervisors now desires to amend certain petty cash funds for the above stated purpose, specifically reducing the petty cash fund for the Police Department and eliminating the petty cash fund for the Albemarle-Charlottesville Regional Jail.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Supervisors of Albemarle County, Virginia re-establishes the following petty cash funds:

Finance Department	\$4,350.00
Social Services	200.00
Community Development	100.00
Police Department	1,000.00
Fire and Rescue	150.00
Fire and Rescue – Hollymead Fire Station	500.00
Fire and Rescue – Ivy Fire Station	1,000.00
Fire and Rescue – Monticello Fire Station	200.00
Commonwealth’s Attorney	300.00
Parks & Recreation	100.00
Total	<u>\$7,900.00</u>

**ORDINANCE NO. 14-18(3)**

AN ORDINANCE TO AMEND CHAPTER 18, ZONING, ARTICLE II, BASIC REGULATIONS, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 18, Zoning, Article II, Basic Regulations, is hereby amended and reordained as follows:

**By Amending:**

Sec. 4.15.2 Definitions

**By Amending and Renaming:**

Sec. 4.15.5 Electric message signs; authorized by special use permit

**By Adding:**

Sec. 4.15.5A Off-site signs; authorized by right and by special use permit

**Chapter 18. Zoning**

**Article II. Basic Regulations**

**Sec. 4.15.2 Definitions.**

The following definitions shall apply in the interpretation and implementation of this section 4.15:

- (1) *Access road.* The term “access road” means a public or private street that is not a through street or provides frontage to fewer than ten (10) parcels.
- (1.1) *Advertising vehicle.* The term “advertising vehicle” means a motor vehicle, trailer or semi trailer (collectively, “vehicle”) having a permanent or temporary sign affixed, painted on or placed upon it, including a sign that alters the vehicle’s manufacturer’s profile; provided that a temporary sign affixed to an employee’s private vehicle during his or her working hours is not an advertising vehicle. (Amended 3-16-05)
- (1.2) *Agricultural product sign.* The term “agricultural product sign” means a sign or signs identifying the produce, crops, animals or poultry raised or quartered on the property, or identifying farm sales, a farm stand, a farmers’ market or a farm winery. (Added 3-16-05; Amended 5-5-10)  
...
- (9.1) *Bundle sign.* The term “bundle sign” means a freestanding off-site sign that identifies two or more establishments or sites that are not part of a planned development district and share a common entrance or access road.  
...
- (14.2) *Directional sign.* The term “directional sign” means a freestanding off-site sign that directs vehicular or pedestrian traffic, or both, to an establishment and displays the establishment name, distance, an arrow providing direction, or any combination of the foregoing.  
...
- (35) *Off-site sign.* The term “off-site sign” means: (i) within a district other than a planned development district, a sign that is not located on the same lot with the use to which it pertains, but does not include a sign located in a public right-of-way; or (ii) within a planned development district, a sign that is not

located within the area depicted on the application plan approved for the planned development, but does not include a sign located in a public right-of-way. (Added 3-14-12)

...

(12-10-80; 7-8-92, § 4.15.03; Ord. 01-18(3), 5-9-01; Ord. 05-18(4), 3-16-05; Ord. 10-18(1), 1-13-10; Ord. 10-18(3), 5-5-10; Ord. 10-18(5), 5-12-10; Ord. 11-18(1), 1-12-11; Ord. 12-18(2), 3-14-12)

**State law reference** – Va. Code §§ 15.2-2280, 15.2-2286(A)(4).

**Sec. 4.15.5 Electric message signs; authorized by special use permit.**

Electric message signs may be authorized by special use permit, as provided herein:

- a. *Authority.* The board of zoning appeals is authorized to issue special use permits for electric message signs.
- b. *Procedure and administration.* The application procedure, the factors to be considered, the conditions imposed, and the authority to revoke such a permit shall be as provided in section 33.
- c. *Eligibility for special use permit.* In order to be eligible for a special use permit, any proposed electric message sign shall be located within an industrial or commercial district or a commercial section of a planned development district, and the proposed sign shall comply with all applicable state laws for such signs.

(12-10-80; 7-8-92, § 4.15.05; Ord. 01-18(3), 5-9-01; Ord. 10-18(4), 5-5-10; Ord. 12-18(7), 12-5-12, effective 4-1-13)

**State law reference** – Va. Code §§ 15.2-2280, 15.2-2286.

**Sec. 4.15.5A Off-site signs; authorized by right and by special use permit.**

Off-site signs are subject to the following:

- a. *Authority of the board of zoning appeals to grant special use permits; procedure and administration.* The board of zoning appeals is authorized to grant special use permits for bundle signs, directional signs, and signs in public rights-of-way as provided in subsection (b). The application procedure, the factors to be considered, the conditions imposed, and the authority to revoke a special use permit shall be as provided in section 33.
- b. *When directional signs, bundle signs and signs in the public right-of-way may be authorized.* Directional signs, bundle signs and signs in the public right-of-way are authorized by right or by special use permit as follows:

<b>Directional Signs</b>			
<b>Authorized</b>	<b>Eligibility</b>	<b>Districts Where Sign May Be Located</b>	<b>Other Location Requirements</b>
<b>By right</b>	Up to two (2) directional signs pertaining to any single twenty-four (24) hour emergency medical service facilities.	Within any zoning district.	None.
<b>By right</b>	Up to two (2) directional signs pertaining to any public use.	Within any zoning district.	The sign shall be located only in compliance with one of the following: (i) within one-half (1/2) mile from the site entrance along a street providing direct access to the site entrance; (ii) if the owner demonstrates to the satisfaction of the zoning
<b>By special use permit</b>	The owner shall demonstrate to the satisfaction of the zoning administrator that it has exhausted all possible locations and sign types for an on-site sign, and that no on-site sign face located at the site entrance would be visible from the street	Within any zoning district.	

<b>Directional Signs</b>			
<b>Authorized</b>	<b>Eligibility</b>	<b>Districts Where Sign May Be Located</b>	<b>Other Location Requirements</b>
	providing direct access to the site entrance within one hundred (100) feet of the site entrance.		administrator for public use directional signs or the board of zoning appeals for all other directional signs that it is unable to obtain permission from an owner within one-half (1/2) mile from the site entrance as provided in subdivision (i), then within one-quarter (1/4) mile from the turning decision onto a street providing direct access to the site entrance; or (iii) if the owner demonstrates to the satisfaction of the zoning administrator for public use directional signs or the board of zoning appeals for all other directional signs that it is unable to obtain permission as provided under subdivisions (i) and (ii), then another authorized location.
<b>Bundle Signs</b>			
<b>By special use permit</b>	The establishment or site to which the bundle sign pertains must be located within an industrial, commercial or residential district and share a common entrance or access road with one (1) or more other establishments or sites.	Within an industrial or commercial district, a residential district authorizing a density of six (6) dwelling units per acre or more, or a planned development district.	The sign shall be located on a parcel having frontage on the intersection of a street and an access road serving all establishments or sites identified on the sign.
<b>Signs in the Public Right-of-Way</b>			
<b>By special use permit</b>	The sign: (i) shall be either a subdivision sign or a sign identifying a planned development authorized by sections 19, 20, 25, 25A, and 29; (ii) the subdivision or planned development to which the sign pertains shall abut the public right-of-way in which the sign will be located; (iii) the regulations applicable to freestanding signs for the subdivision or planned development to which the sign pertains, except for setback regulations, shall apply unless the Virginia Department of Transportation imposes more restrictive standards; and (iv) the applicant submits a written statement from the Virginia	Within any zoning district.	The sign shall be located only where the Virginia Department of Transportation authorizes it to be located.

Directional Signs			
Authorized	Eligibility	Districts Where Sign May Be Located	Other Location Requirements
	Department of Transportation stating that it will permit the sign to be located in the public right-of-way.		

c. *Other off-site signs authorized by right.* The following off-site signs are authorized by right:

1. *Agricultural product signs.* Agricultural product signs, except for those advertising a farmers' market in any district other than the Rural Areas, Monticello Historic District, and the Village Residential districts, provided that: (i) the agricultural product signs do not exceed an aggregate of thirty-two (32) square feet in sign area; and (ii) the number of signs advertising a farmers market in the Rural Areas, Monticello Historic District, or the Village Residential districts does not exceed two (2) and the signs are posted within that particular district.
2. *Political signs.* Off-site political signs, in any district.
3. *Subdivision signs.* Off-site subdivision signs, in any district, except for subdivision signs in public rights-of-way which are subject to subsection (b).
4. *Temporary signs.* Off-site temporary signs, in any district.

(12-10-80; 7-8-92, § 4.15.05; Ord. 01-18(3), 5-9-01; Ord. 10-18(4), 5-5-10; Ord. 12-18(7), 12-5-12, effective 4-1-13)

**State law reference** – Va. Code §§ 15.2-2280, 15.2-2286.

Employer Contribution Rates for Counties, Cities,  
Towns, School Divisions and Other Political Subdivisions  
(In accordance with the 2014 Appropriation Act Item 468(H))

---

**Resolution**

BE IT RESOLVED, that Albemarle County 55101 does hereby acknowledge that its contribution rates effective July 1, 2014 shall be based on the higher of a) the contribution rate in effect for FY 2014, or b) eighty percent of the results of the June 30, 2013 actuarial valuation of assets and liabilities as approved by the Virginia Retirement System Board of Trustees for the 2014-16 biennium (the "Alternate Rate") provided that, at its option, the contribution rate may be based on the employer contribution rates certified by the Virginia Retirement System Board of Trustees pursuant to Virginia Code § 51.1-145(l) resulting from the June 30, 2013 actuarial value of assets and liabilities (the "Certified Rate"); and

BE IT ALSO RESOLVED, that Albemarle County 55101 does hereby certify to the Virginia Retirement System Board of Trustees that it elects to pay the following contribution rate effective July 1, 2014:

**(Check only one box)**

X The Certified Rate of 13.49%       The Alternate Rate of 10.79%; and

BE IT ALSO RESOLVED, that Albemarle County 55101 does hereby certify to the Virginia Retirement System Board of Trustees that it has reviewed and understands the information provided by the Virginia Retirement System outlining the potential future fiscal implications of any election made under the provisions of this resolution; and

NOW, THEREFORE, the officers of Albemarle County 55101 are hereby authorized and directed in the name of Albemarle County to carry out the provisions of this resolution, and said officers of Albemarle County are authorized and directed to pay over to the Treasurer of Virginia from time to time such sums as are due to be paid by Albemarle County for this purpose.

Local Governing Body Concurrence with School Division  
Electing to Pay the VRS Board-Certified Rate

(In accordance with the 2014 Appropriation Act Item 468(H))

---

**Resolution**

BE IT RESOLVED, that Albemarle County 55101 does hereby acknowledge that Albemarle County Schools has made the election for its contribution rate to be based on the employer contribution rates certified by the Virginia Retirement System Board of Trustees pursuant to Virginia Code § 51.1-145(I) resulting from the June 30, 2013 actuarial value of assets and liabilities (the "Certified Rate"); and

BE IT ALSO RESOLVED, that Albemarle County 55101 does hereby certify to the Virginia Retirement System Board of Trustees that it concurs with the election of Albemarle County Schools to pay the Certified Rate, as required by Item 468(H) of the 2014 Appropriation Act; and

NOW, THEREFORE, the officers of Albemarle County 55101 are hereby authorized and directed in the name of Albemarle County to execute any required contract to carry out the provisions of this resolution. In execution of any such contract which may be required, the seal of Albemarle County, as appropriate, shall be affixed and attested by the Clerk.



**ORDINANCE NO. 14-2(1)**

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 2, ADMINISTRATION, ARTICLE II, BOARD OF SUPERVISORS, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA.

BE IT ORDAINED by the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 2, Administration, Article II, Board of Supervisors, of the Code of the County of Albemarle, Virginia, is hereby amended and reordained by amending Section 2-202, Compensation of Board of Supervisors, as follows:

**CHAPTER 2. ADMINISTRATION**

**ARTICLE II. BOARD OF SUPERVISORS**

**Sec. 2-202 Compensation of board of supervisors.**

The salary of the board of supervisors shall be fifteen thousand two hundred eighty-two dollars (\$15,282.00) for each board member effective July 1, 2014. In addition to the regular salary, the vice-chairman shall receive a stipend of thirty-five dollars (\$35.00) for each and every meeting chaired and the chairman shall receive an annual stipend of one thousand eight hundred dollars (\$1,800.00).

(6-13-84; 5-8-85; 5-14-86; 7-1-87; 7-6-88; 6-7-89; Ord. of 6-13-90; Ord. of 8-1-90; Ord. of 8-7-91; Ord. of 7-1-92; Ord. No. 95-2(1), 6-14-95; Ord. No. 98-2(1), 6-17-98; Code 1988, § 2-2.1; Ord. 98-A(1), 8-5-98; Ord. No. 99-2(1), 5-5-99; Ord. No. 00-2(1), 6-7-00; Ord. 01-2(2), 6-6-01; Ord. 02-2(2), 5-1-02; Ord. 03-2(1), 6-4-03; Ord. 04-2(1), 6-2-04; Ord. 05-2(1), 6-1-05, Ord. 06-2(1), 6-7-06; Ord. 07-2(1), 6-6-07; Ord. 08-2(2), 6-4-08; Ord. 11-2(1), 5-4-11; Ord. 12-2(1), 5-2-12; Ord. 13-2(1), 5-1-13)

**State law reference**--Compensation of board of supervisors, Va. Code § 15.2-1414.3.

**This ordinance shall be effective on and after July 1, 2014.**

**ORDINANCE NO. 14-4(1)**

AN ORDINANCE TO AMEND CHAPTER 4, ANIMALS AND FOWL, ARTICLE 1, IN GENERAL, ARTICLE II, DOGS, DIVISION 1, IN GENERAL, DIVISION 2, LICENSES, ARTICLE III, IMPOUNDMENT, AND ARTICLE IV, RABIES CONTROL, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 4, Animals and Fowl, Article I, In General, Article II, Dogs, Division I, In General, Division 2, Licenses, Article III, Impoundment, and Article IV, Rabies control, is hereby amended and reordained as follows:

**By Amending:**

- Sec. 4-100**     **Definitions**
- Sec. 4-105**     **Care of companion animals; penalty**
- Sec. 4-106**     **Noise from animals; penalty**
- Sec. 4-107**     **Abandonment of animal; penalty**
- Sec. 4-201**     **Dogs killing, injuring or chasing livestock or poultry--Generally**
- Sec. 4-202**     **Compensation for livestock and poultry killed by dogs**
- Sec. 4-209**     **Amount of license tax**
- Sec. 4-302**     **Dogs killing, injuring or chasing livestock or poultry—Impoundment and disposition**
- Sec. 4-303**     **Disposition of unlicensed dogs; running at large**
- Sec. 4-401**     **Rabid animals**
- Sec. 4-403**     **Inoculation for rabies at animal shelters**

**CHAPTER 4. ANIMALS AND FOWL**

**ARTICLE I. IN GENERAL**

**4-100 Definitions**

The following words as used in this chapter shall have the following meanings:

(1) *Abandon*. The term "abandon" means to desert, forsake, or absolutely give up an animal without having secured another owner or custodian for the animal or by failing to provide the elements of basic care as set forth in Virginia Code § 3.2-6503 for a period of five (5) consecutive days.

(2) *Adequate care or care*. The term "adequate care" or "care" means the responsible practice of good animal husbandry, handling, production, management, confinement, feeding, watering, protection, shelter, transportation, treatment, and, when necessary, euthanasia, appropriate for the age, species, condition, size and type of the animal and the provision of veterinary care when needed to prevent suffering or impairment of health.

(3) *Adequate exercise*. The term "adequate exercise" or "exercise" means the opportunity for the animal to move sufficiently to maintain normal muscle tone and mass for the age, species, size, and condition of the animal.

(4) *Adequate feed*. The term "adequate feed" means access to and the provision of food which is of sufficient quantity and nutritive value to maintain each animal in good health; is accessible to each animal; is prepared so as to permit ease of consumption for the age, species, condition, size and type of each animal; is provided in a clean and sanitary manner; is placed so as to minimize contamination by excrement and pests; and is provided at suitable intervals for the species, age, and condition of the animal, but at least once daily, except as prescribed by a veterinarian or as dictated by naturally occurring states of hibernation or fasting normal for the species.

(5) *Adequate shelter*. The term "adequate shelter" means provision of and access to shelter that is suitable for the species, age, condition, size, and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or

cold, physical suffering, and impairment of health; is properly lighted; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; and, for dogs and cats, provides a solid surface, resting platform, pad, floormat, or similar device that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. Under this chapter, shelters whose wire, grid, or slat floors (i) permit the animals' feet to pass through the openings, (ii) sag under the animals' weight, or (iii) otherwise do not protect the animals' feet or toes from injury are not adequate shelter. In addition, the following are also deemed to be inadequate shelters: (i) metal or plastic barrels, (ii) airline crates or carrying crates, (iii) dog houses with no floors.

(6) *Adequate space.* The term "adequate space" means sufficient space to allow each animal to (i) easily stand, sit, lie, turn about, and make all other normal body movements in a comfortable, normal position for the animal and (ii) interact safely with other animals in the enclosure. When an animal is tethered, "adequate space" means a tether that permits the above actions and is appropriate to the age and size of the animal; is attached to the animal by a properly applied collar, halter, or harness configured so as to protect the animal from injury and prevent the animal or tether from becoming entangled with other objects or animals, or from extending over an object or edge that could result in the strangulation or injury of the animal; and is at least five times the length of the animal, as measured from the tip of its nose to the base of its tail, and terminates at both ends with a swivel, and weights no more than 1/8 of the animal's weight, and if multiple animals, each animal shall be on its own tether, except when the animal is being walked on a leash or is attached by a tether to a lead line. When freedom of movement would endanger the animal, temporarily and appropriately restricting movement of the animal according to professionally accepted standards for the species is considered provision of adequate space. When an animal is on a pulley or running line, "adequate space" means a pulley or running line that permits the above actions and is appropriate to the age and size of the animal; is attached to the animal by a properly applied collar and is at least fifteen feet in length and less than seven feet above the ground and configured so as to protect the animal from injury, and prevent the line from becoming entangled with other objects or animals or resulting in strangulation or injury of the animal, and if multiple animals, each animal shall be on its own tether.

(7) *Adequate water.* The term "adequate water" means provision of and access to clean, fresh, potable water of a drinkable temperature which is provided in a suitable manner, in sufficient volume, and at suitable intervals, but at least once every twelve (12) hours, to maintain normal hydration for the age, species, condition, size and type of each animal, except as prescribed by a veterinarian or as dictated by naturally occurring states of hibernation or fasting normal for the species; and is provided in clean, durable receptacles which are accessible to each animal and are placed so as to minimize contamination of the water by excrement and pests or an alternative source of hydration consistent with generally accepted husbandry practices.

(8) *Adoption.* The term "adoption" means the transfer of ownership of a dog or cat, or any other companion animal, from a releasing agency to an individual.

(9) *Agricultural animals.* The term "agricultural animals" means all livestock and poultry.

(10) *Ambient temperature.* The term "ambient temperature" means the temperature surrounding the animal.

(11) *Animal.* The term "animal" means any nonhuman vertebrate species except fish. For the purposes of Article IV, Rabies Control, animal shall mean any species susceptible to rabies. For the purposes of section 4-109, animal shall mean any nonhuman vertebrate species including fish captured and killed or disposed of in a reasonable customary manner.

(12) *Animal control officer.* The term "animal control officer" means any person employed, contracted, or appointed by the Commonwealth or any political subdivision for the purpose of aiding in the enforcement of any other law or ordinance relating to the licensing of dogs, control of dogs and cats, cruelty to animals, or seizure and impoundment of companion animals and includes any state or county police officer, animal control officer, sheriff or other employee whose duties in whole or in part include assignments which involve seizure or taking into custody of any dog or other animal.

(13) *Boarding establishment.* The term "boarding establishment" means a place or establishment other than a public or private animal shelter where companion animals not owned by the proprietor are sheltered, fed, and watered in exchange for a fee.

(14) *Clearly visible sign.* The term "clearly visible sign" means a sign that is (i) unobstructed from view, (ii) contains legible writing, and (iii) may be read by any person without assistance while standing ten feet away from the sign.

(15) *Collar.* The term "collar" means a well-fitted device, appropriate to the age and size of the animal, attached to the animal's neck in such a way as to prevent trauma or injury to the animal.

(16) *Commercial dog breeder.* The term "commercial dog breeder" means any person who, during any twelve (12) month period, maintains thirty (30) or more adult female dogs for the primary purpose of the sale of their offspring as companion animals.

(17) *Companion animal.* The term "companion animal" means any domestic or feral dog, domestic or feral cat, non-human primate, guinea pig, hamster, rabbit not raised for human food or fiber, exotic or native animal, reptile, exotic or native bird, or any feral animal or any animal under the care, custody, or ownership of a person or any animal which is bought, sold, traded, or bartered by any person. Agricultural animals, game species, or any animals regulated under federal law as research animals shall not be considered companion animals for the purposes of this chapter.

(18) *Emergency veterinary treatment.* The term "emergency veterinary treatment" means veterinary treatment to stabilize a life-threatening condition, alleviate suffering, prevent further disease transmission, or prevent further disease progression.

(19) *Enclosure.* The term "enclosure" means a structure used to house or restrict animals from running at large.

(20) *Euthanasia.* The term "euthanasia" means the humane destruction of an animal accomplished by a method that involves instantaneous unconsciousness and immediate death or by a method that involves anesthesia, produced by an agent which causes painless loss of consciousness, and death during such loss of consciousness.

(21) *Foster care provider.* The term "foster care provider" means a person who provides care or rehabilitation for companion animals through an affiliation with a public or private animal shelter, home-based rescue, releasing agency, or other animal welfare organization.

(22) *Hearing dog.* The term "hearing dog" means a dog trained to alert its owner by touch to sounds of danger and sounds to which the owner should respond.

(23) *Injury to a person.* The term "injury to a person" means any superficial cut, scratch, scrape, or minor tear to the skin, or any bruise to bone or skin area resulting from an unfriendly encounter. An injury shall be presumed to have occurred when a dog knocks a person to the ground or tears that person's clothing or any possession on his or her person.

(24) *Kennel.* The term "kennel" means any establishment in which five (5) or more canines, felines, or hybrids of either are kept for the purposes of breeding, hunting, training, renting, buying, boarding, selling, or showing.

(25) *Leash.* The term "leash" means any rope, strap, chain, or other material not exceeding four (4) feet in length, being held in the hand of a person capable of controlling the dog to which it is attached.

(26) *Livestock.* The term "livestock" includes all domestic or domesticated: bovine animals; equine animals; ovine animals; porcine animals; cervidae animals; capradae animals; animals of the genus Lama; ratites; fish or shellfish in aquaculture facilities, as defined in Virginia Code § 3.2-2600; enclosed domesticated rabbits or hares raised for human food or fiber; or any other individual animal specifically raised for food or fiber, except companion animals.

(27) *Owner*. The term "owner" means any person who: (i) has a right of property in an animal, (ii) keeps or harbors an animal, (iii) has an animal in his care, or (iv) acts as a custodian of an animal.

(28) *Person*. The term "person" means any individual, partnership, firm, joint-stock company, corporation, association, trust, estate, or other legal entity.

(29) *Poultry*. The term "poultry" includes all domestic fowl and game birds raised in captivity.

(30) *Primary enclosure*. The term "primary enclosure" means any structure used to immediately restrict an animal or animals to a limited amount of space, such as a room, pen, cage, compartment, or hutch. For tethered animals, the term includes the shelter and the area within reach of the tether.

(31) *Private animal shelter*. The term "private animal shelter" means a facility that is used to house or contain animals and that is owned or operated by an incorporated, nonprofit, and nongovernmental entity, including a human society, animal welfare organization, society for the prevention of cruelty to animals, or any other organization operating for the purpose of finding permanent adoptive homes for animals.

(32) *Properly cleaned*. The term "properly cleaned" means that carcass, debris, food waste and excrement are removed from the primary enclosure with sufficient frequency to minimize the animals' contact with the above-mentioned contaminants; the primary enclosure is sanitized with sufficient frequency to minimize odors and the hazards of disease; and the primary enclosure is cleaned so as to prevent the animals confined therein from being directly or indirectly sprayed with the stream of water, or directly or indirectly exposed to hazardous chemicals or disinfectants.

(33) *Public animal shelter*. The term "public animal shelter" means a facility operated by the Commonwealth, or any locality, for the purpose of impounding or sheltering seized, stray, homeless, abandoned, unwanted, or surrendered animals or a facility operated for the same purpose under a contract with any locality.

(34) *Releasing agency*. The term "releasing agency" means (i) a public animal shelter or (ii) a private animal shelter, humane society, animal welfare organization, society for the prevention of cruelty to animals, or other similar entity or home-based rescue that releases companion animals for adoption.

(35) *Serious injury to a person*. The term "serious injury to a person" means any bodily injury for which medical attention was sought and obtained, having a reasonable potential to cause death, or any injury other than a strain or sprain which involves a serious laceration requiring stitches to more than one puncture wound, serious disfigurement, serious impairment of health, or serious impairment of bodily function, or which is serious in the opinion of a licensed physician.

(36) *Service dog*. The term "service dog" means a dog trained to do work or perform tasks for the benefit of a mobility-impaired or otherwise disabled person. The work or tasks performed by a service dog shall be directly related to the individual's disability or disorder. Examples of work or tasks include providing nonviolent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting an individual to the presence of allergens, retrieving items, carrying items, providing physical support and assistance with balance and stability, and preventing or interrupting impulsive or destructive behaviors. The provision of emotional support, well-being, comfort, or companionship shall not constitute work or tasks for the purpose of this definition.

(37) *Sterilize or sterilization*. The term "sterilize" or "sterilization" means a surgical or chemical procedure performed by a licensed veterinarian that renders a dog or cat permanently incapable of reproducing.

(38) *Treatment or adequate treatment*. The term "treatment" or "adequate treatment" means the responsible handling or transportation of animals in the person's ownership, custody or charge, appropriate for the age, species, condition, size and type of the animal. When any such animal is being transported in an open-bed truck or similar vehicle, such carrier shall be secured to the vehicle so as to be immovable, and shall permit normal postural movements of the animal. The following shall not be deemed "adequate treatment": (i) tethering of a dog six months old or younger; (ii) the tying up or tethering of a female dog in heat; (iii) transporting an animal in the back of an open-bed truck or similar vehicle in an unsecured carrier and/or tethered to a collar.

(39) *Veterinary treatment.* The term "veterinary treatment" means treatment by or on the order of a duly licensed veterinarian.

(Code 1967, § 4-4; 4-13-88; Code 1988, § 4-4; Ord. 98-A(1), 8-5-98; Ord. 09-4(1), 7-8-09; Ord. 11-4(1), 2-2-11; Ord. 13-4(1), 7-3-13)

**State law reference**—Va. Code §§ 3.2-6500, 6528.

#### **4-105 Care of companion animals; penalty**

A. Each owner shall provide the following for his companion animal:

1. Adequate feed;
2. Adequate water;
3. Adequate shelter that is properly cleaned;
4. Adequate space in the primary enclosure for the particular type of animal depending upon its age, size, species, and weight;
5. Adequate exercise;
6. Adequate care, treatment, and transportation; and
7. Veterinary care when needed or to prevent suffering or disease transmission.

The provisions of this section shall also apply to every public or private animal shelter, or other releasing agency, and every foster care provider, dealer, pet shop, exhibitor, kennel, groomer, and boarding establishment. This section shall not require that animals used as food for other animals be euthanized.

B. Violation of this section is a Class 4 misdemeanor. A second or subsequent violation of subdivision A1, A2, A3, or A7 is a Class 2 misdemeanor and a second or subsequent violation of subdivision A4, A5, or A6 is a Class 3 misdemeanor.

(Ord. 09-4(1), 7-8-09; Ord. 10-4(1), 9-1-10)

**State law reference**—Va. Code § 3.2-6503.

#### **4-106 Noise from animals; penalty.**

A. *Noise from animals.* It shall be unlawful and shall be a nuisance for an owner or custodian of an animal to harbor or keep any animal within the county which frequently or for a continued duration howls, barks or makes other excessive, continuous or untimely sounds which are audible on the property of a complainant in the county; provided however, this section shall not apply to any animal located on property zoned Rural Areas District of five (5) acres or more, to any animal in a public or private animal shelter or commercial kennel as defined in chapter 18 of the zoning ordinance, or to sounds caused by livestock or poultry. For the purposes of this section, "excessive, continuous or untimely sounds" shall mean any howling, barking or other animal noise which continues for thirty (30) consecutive minutes or more with no cessation of such sounds for time periods greater than five (5) minutes during the thirty (30) consecutive minutes.

B. *Complaints of animal noise.* Notwithstanding section 4-101 of this Code, no person shall be charged with a violation of this section unless the complainant appears before a magistrate and requests a summons to be issued. However, when a violation is committed in the presence of an animal control officer or police officer, he shall have the authority to initiate all necessary proceedings.

C. *Penalty for violation.* A violation of this section shall be punishable as a class 3 misdemeanor, and any owner or custodian of an animal found guilty under this section shall be required to abate the disturbance. Upon a third conviction within twelve (12) months of any offense under this section involving the same animal, in addition to imposing a fine, the court shall order the animal to be removed from any area of the county covered by this section. If the owner or custodian of the animal fails to comply with such order within two (2) weeks, the animal control officer shall seize the animal and offer the animal to a public or private animal shelter for adoption in a home outside of the area of the county covered by this section.

(Ord. 08-4(1), 6-11-08, § 4-601, § 4-602, §4-603; Ord. 09-4(1), 7-8-09)

**4-107 Abandonment of animal; penalty.**

No person shall abandon or dump any animal. Violation of this section shall be punishable as a class 3 misdemeanor. Nothing in this section shall be construed to prohibit the release of an animal by its owner to a public or private animal shelter, or other releasing agency.

(Ord. 09-4(1), 7-8-09)

**State law reference**—Va. Code § 3.2-6504.

**ARTICLE II. DOGS**

**DIVISION 1. IN GENERAL**

**Sec. 4-201 Dogs killing, injuring or chasing livestock or poultry--Generally.**

A. It shall be the duty of any animal control officer who may find a dog in the act of killing or injuring livestock or poultry to seize or kill such dog forthwith, whether such dog bears a tag or not. Any person finding a dog committing any of the depredations mentioned in this section shall have the right to kill such dog on sight, as shall any owner of livestock or his agent finding a dog chasing livestock on land utilized by the livestock when the circumstances show that such chasing is harmful to the livestock. Any court shall have the power to order the animal control officer or other officer to kill any dog known to be a confirmed livestock or poultry killer, and any dog killing poultry for the third time shall be considered a confirmed poultry killer. The court, through its contempt powers, may compel the owner, custodian, or harbinger of the dog to produce the dog.

(Code 1967, § 4-9; 4-13-88; Code 1988, § 4-9; Ord. 98-A(1), 8-5-98, § 4-203; Ord. 09-4(1), 7-8-09)

**State law reference**--Va. Code § 3.2-6552.

**Sec. 4-202 Compensation for livestock and poultry killed by dogs.**

Any person who has any livestock or poultry killed or injured by any dog not his own shall be entitled to receive as compensation the fair market value of such livestock or poultry not to exceed seven hundred and fifty dollars (\$750) per animal or ten dollars (\$10.00) per fowl if: (i) the claimant has furnished evidence within sixty (60) days of discovery of the quantity and value of the dead or injured livestock and the reasons the claimant believes that death or injury was caused by a dog; (ii) the animal control officer or other officer shall have been notified of the incident within seventy-two (72) hours of its discovery; and (iii) the claimant first has exhausted his legal remedies against the owner, if known, of the dog doing the damage for which compensation under this section is sought. Exhaustion shall mean a judgment against the owner of the dog upon which an execution has been returned unsatisfied.

Ord. 09-4(1), 7-8-09)

**State law reference**—Va. Code § 3.2-6553.

**DIVISION 2. LICENSES**

**4-209 Amount of license tax.**

A. Dog license taxes shall be as follows:

1. *Spayed Female/Neutered Male.*

One year tag: Five dollars (\$5.00)

- Two year tag: Ten dollars (\$10.00)
- Three year tag: Fifteen dollars (\$15.00)
- 2. *Unspayed Female/Unneutered Male.*
  - One year tag: Ten dollars (\$10.00)
  - Two year tag: Twenty dollars (\$20.00)
  - Three year tag: Thirty dollars (\$30.00)
- 3. *Kennel license.* Fifty dollars (\$50.00) per block of ten dogs

B. No license tax shall be levied on any dog that is trained and serves as a guide dog for a blind person or that is trained and serves as a hearing dog for a deaf or hearing impaired person, or any dog that is trained and serves as a service dog for a mobility-impaired or otherwise disabled person.

(Code 1967, § 4-20; 12-20-73; 80-11-76; 2-13-85; 4-13-88; Code 1988, § 4-23; Ord. 98-A(1), 8-5-98, § 4-303; Ord. 08-4(2), 9-3-08, § 4-304; Ord. 09-4(1), 7-8-09)

**State law reference--** Va. Code § 3.2-6528.

### **ARTICLE III. IMPOUNDMENT**

#### **4-302 Dogs killing, injuring or chasing livestock or poultry--Impoundment and disposition.**

In the event any animal control officer or other person has reason to believe that any dog is killing livestock or committing any of the depredations mentioned in section 4-201, and a warrant or summons is issued by a magistrate of the county, as set out in section 4-201, the alleged killer dog may be seized or impounded by the animal control officer until such time as the owner or custodian thereof shall provide evidence of the adequate provisions to be made to protect livestock or poultry from such dog, which provisions may include, but not be limited to, securing of such dog on the premises of the owner or custodian, with defined limitations of access. Any dog released under such conditions shall be kept under such securing provisions, and any person failing to keep such dog so secured shall be deemed in violation of this section. The owner or custodian redeeming such dog from impoundment as provided above shall also furnish the license(s) and pay the fee(s) as provided by sections 4-205 and 4-208, respectively. If the court finds such dog is not a livestock killer or has not committed any of the depredations mentioned in section 4-201, any dog not re-deemed within ten (10) days of disposition of the original charge by the court shall be dealt with by the animal control officer in the same manner as provided for the disposition of unlicensed dogs in section 4-303.

(5-2-79; 4-13-88; Code 1988, § 4-9.1; Ord. 98-A(1), 8-5-98, § 4-204; Ord. 09-4(1), 7-8-09)

#### **4-303 Disposition of unlicensed dogs; running at large.**

A. The animal control officer shall have the authority to capture, euthanize or turn over to a public or private animal shelter any dog of unknown ownership found running at large on which the license tax has not been paid.

B. Any dog captured and confined pursuant to this section, shall be kept for a period of not less than five (5) days, such period to commence on the day immediately following the day the animal is initially confined in a public or private animal shelter or facility, unless sooner claimed by the rightful owner thereof. The animal control officer and/or the operator of the public or private animal shelter shall make a reasonable effort to ascertain whether the dog has a collar, tag, license, tattoo, or other form of identification. If such identification is found on the dog, the dog shall be held for an additional five (5) days, unless sooner claimed by the rightful owner. If the rightful owner of the animal can be readily identified, the animal control officer and/or the public or private animal shelter shall make a reasonable effort to notify the owner of the dog's confinement within the next forty-eight (48) hours following its confinement.

If any dog confined pursuant to this section is claimed by its rightful owner, such owner may be charged with the actual expenses incurred in keeping the animal impounded.



If the dog confined pursuant to this section has not been claimed upon expiration of the appropriate holding period as set-forth above, it shall be deemed abandoned and become the property of the county or the public or private animal shelter.

Following the appropriate holding period set forth above, the animal control officer or other officer may deliver such dog to any person in the county who will pay the required license fee on such dog, with the understanding that should the legal owner thereafter claim the dog and prove his ownership, he may recover such dog by paying to the person to whom it was delivered by the animal control officer the amount of the license fee paid by him and a reasonable charge for the keep of the dog while in his possession.

Any person, animal control officer or other officer euthanizing a dog under this chapter shall cremate, bury or sanitarily dispose of the same. Prior to disposition by euthanasia or otherwise, all the provisions of Virginia Code § 3.2-6563 shall have been complied with.

C. All drugs and drug administering equipment used by animal control officers or other officers to capture dogs pursuant to this section shall have been approved by the state veterinarian.

(Code 1967, § 4-10; 8-11-76; 4-13-88; Code 1988, § 4-10; Ord. 98-A(1), 8-5-98, § 4-205; Ord. 09-4(1), 7-8-09)

**State law reference** - Va. Code §§ 3.2-6546 (c); 3.2-6562.

## **ARTICLE IV. RABIES CONTROL**

### **4-401 Rabid animals.**

Any dogs or cats showing active signs of rabies or suspected of having rabies that is not known to have exposed a person, companion animal, or livestock to rabies shall be confined under competent observation for such a time as may be necessary to determine a diagnosis. If, in the discretion of the director of the Charlottesville/Albemarle Health Department, confinement is impossible or impracticable, such dog or cat shall be euthanized by one of the methods approved by the state veterinarian as provided in Virginia Code § 3.2-6546. The disposition of other animals showing active signs of rabies shall be determined by the director of the Charlottesville/Albemarle Health Department and may include euthanasia and testing.

Every person having knowledge of the existence of an animal that is suspected to be rabid and that may have exposed a person, companion animal, or livestock to rabies shall report immediately to the Charlottesville/Albemarle Health Department the existence of such animal, the place where seen, the owner's name, if known, and the signs suggesting rabies.

Any dog or cat, for which no proof of current rabies vaccination is available, and that may have been exposed to rabies through a bite, or through saliva or central nervous system tissue, in a fresh open wound or mucous membrane, by an animal suspected to be rabid, shall be isolated in a public or private animal shelter, kennel or enclosure approved by the Charlottesville/Albemarle Health Department for a period not to exceed six (6) months at the expense of the owner or custodian in a manner and by a date certain as determined by the director of the Charlottesville/Albemarle Health Department. A rabies vaccination shall be administered by a licensed veterinarian prior to release. Inactivated rabies vaccine may be administered at the beginning of isolation. Any dog or cat so bitten, or exposed to rabies through saliva or central nervous system tissue, in a fresh open wound or mucous membrane with proof of current vaccination, shall be revaccinated by a licensed veterinarian immediately following the exposure and shall be confined to the premises of the owner or custodian, or other site as may be approved by the Charlottesville/Albemarle Health Department, at the expense of the owner or custodian, for a period of forty-five (45) days. If the director of the Charlottesville/Albemarle Health Department determines that isolation is not feasible or maintained, such dog or shall be euthanized by one of the methods approved by the State Veterinarian as provided in Virginia Code § 3.2-6546. The disposition of such dogs or cats not so confined shall be at the discretion of the director of the Charlottesville/Albemarle Health Department.

At the discretion of the director of the Charlottesville/Albemarle Health Department, any animal that may have exposed a person shall be confined under competent observation for ten (10) days at the expense of the

owner or custodian, unless the animal develops active signs of rabies, expires, or is euthanized before that time. A seriously injured or sick animal may be euthanized as provided in Virginia Code § 3.2-6546.

When any suspected rabid animal, other than a dog or cat, exposes or may have exposed a person to rabies through a bite, or through saliva or central nervous system tissue, in a fresh open wound or mucous membrane, decisions regarding the disposition of that animal shall be at the discretion of the director of the Charlottesville/Albemarle Health Department and may include euthanasia as provided in Virginia Code § 3.2-6546, or as directed by the state agency with jurisdiction over that species. When any animal, other than a dog or cat, is exposed or may have been exposed to rabies through a bite, or through saliva or central nervous system tissue, in a fresh open wound or mucous membrane, by an animal suspected to be rabid, decisions regarding the disposition of that newly exposed animal shall be at the discretion of the director of the Charlottesville/Albemarle Health Department.

When any animal may have exposed a person to rabies and subsequently expires due to illness or euthanasia, either within an observation period, where applicable, or as part of a public health investigation, its head or brain shall be sent to the Division of Consolidated Laboratory Services of the Department of General Services or be tested as directed by the Charlottesville/Albemarle Health Department.

Any person who fails to comply with the provisions of this section shall be guilty of a class 1 misdemeanor.

(Code 1967, § 4-37; Code 1988, § 4-40; Ord. 98-A(1), 8-5-98, § 4-502; Code 1967, § 4-38; Code 1988, § 4-41; Ord. 98-A(1), 8-5-98, § 4-503; Ord. 09-4(1), 7-8-09; Ord. 10-4(1), 9-1-10)

**State law reference**—Va. Code § 3.2-6522.

#### **4-403 Inoculation for rabies at animal shelters.**

Dogs and cats being adopted from a public or private animal shelter during the period an emergency ordinance is in force, as provided in section 4-401 may be inoculated for rabies by a certified animal technician at such shelter if the certified animal technician is under the immediate and direct supervision of a licensed veterinarian.

(Ord. 09-4(1), 7-8-09)

**State law reference**—Va. Code §3.2-6523.

**This ordinance shall be effective on and after July 1, 2014.**

**ORDINANCE NO. 14-15(1)**

AN ORDINANCE TO AMEND CHAPTER 15, TAXATION, ARTICLE XVI, PROPERTY EXEMPT FROM TAXATION, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 15, Taxation, Article XVI, Property Exempt From Taxation, is hereby amended and reordained as follows:

**By Amending:**

**Sec. 15-1601 Property exempt from taxation by classification**

**CHAPTER 15. TAXATION**

**ARTICLE XVI. PROPERTY EXEMPT FROM TAXATION**

A. Pursuant to the authority granted in Article X, Section 6 (a) (6) of the Constitution of Virginia to exempt property from taxation by classification, the following classes of real and personal property shall be exempt from taxation:

1. Property owned directly or indirectly by the Commonwealth, or any political subdivision thereof.
2. Real property and personal property owned by churches or religious bodies, including (i) an incorporated church or religious body and (ii) a corporation mentioned in Virginia Code § 57-16.1, and exclusively occupied or used for religious worship or for the residence of the minister of any church or religious body, and such additional adjacent land reasonably necessary for the convenient use of any such property. Real property exclusively used for religious worship shall also include the following: (a) property used for outdoor worship activities; (b) property used for ancillary and accessory purposes as allowed under Chapter 18 herein, the dominant purpose of which is to support or augment the principal religious worship use; and (c) property used as required by federal, state, or local law.
3. Nonprofit private or public burying grounds or cemeteries.
4. Property owned by public libraries, law libraries of local bar associations when the same are used or available for use by a state court or courts or the judge or judges thereof, medical libraries of local medical associations when the same are used or available for use by state health officials, incorporated colleges or other institutions of learning not conducted for profit. This paragraph shall apply only to property primarily used for literary, scientific or educational purposes or purposes incidental thereto and shall not apply to industrial schools which sell their products to other than their own employees or students.
5. Property belonging to and actually and exclusively occupied and used by the Young Men's Christian Associations and similar religious associations, including religious mission boards and associations, orphan or other asylums, reformatories and nunneries, conducted not for profit but exclusively as charities.
6. Parks or playgrounds held by trustees for the perpetual use of the general public.
7. Buildings with the land they actually occupy, and the furniture and furnishings therein belonging to any benevolent or charitable organization and used by it exclusively for lodge purposes or meeting rooms, together with such additional adjacent land as may be necessary for the convenient use of the buildings for such purposes.
8. Property of any nonprofit corporation organized to establish and maintain a museum.

9. Property owned by hospitals conducted not for profit but exclusively as charities (which shall include hospitals operated by nonstock corporations not organized or conducted for profit but which may charge persons able to pay in whole or in part for their care and treatment), provided such property is either occupied or used (i) as a general licensed inpatient hospital or (ii) as a licensed outpatient hospital immediately adjacent to a general licensed inpatient hospital that has qualified for tax exemption pursuant to this section. Any portion of the property owned by such hospital that is either leased to a third-party or not used for hospital purposes shall not be exempt from taxation under this subsection.

B. The real and personal property of an organization classified in *Virginia Code* §§ 58.1-3610 through 58.1-3622 and used by such organization for a religious, charitable, patriotic, historical, benevolent, cultural, or public park and playground purpose as set forth in Article X, Section 6 (a) (6) of the Constitution of Virginia, the particular purpose for which such organization is classified being specifically set forth within each section, shall be exempt from taxation, so long as such organization is operated not for profit and the property so exempt is used in accordance with the purpose for which the organization is classified.

C. Property which was exempt from taxation on December 31, 2002, shall continue to be exempt from taxation under the rules of statutory construction applicable to exempt property at the time such property became entitled to exemption.

D. Exemptions of property from taxation granted under this section on or after January 1, 2003 shall be strictly construed in accordance with Article X, Section 6 (f) of the Constitution of Virginia.

(Ord. 04-15(1), 9-1-04, effective retroactive to January 1, 2003; Ord. 06-15(2), adopted 11-1-06, effective 1-1-07)

**State law reference**—Va. Code § 58.1-3606.

**This ordinance shall be effective on and after July 1, 2014.**

**ANNUAL RESOLUTION OF APPROPRIATIONS  
OF THE COUNTY OF ALBEMARLE  
FOR THE FISCAL YEAR ENDING JUNE 30, 2015**

A RESOLUTION making appropriations of sums of money for all necessary expenditures of the COUNTY OF ALBEMARLE, VIRGINIA, for the fiscal year ending June 30, 2015; to prescribe the provisions with respect to the items of appropriation and their payment; and to repeal all previous appropriation ordinances or resolutions that are inconsistent with this resolution to the extent of such inconsistency.

BE IT RESOLVED by the Albemarle County Board of Supervisors:

**SECTION I - GENERAL GOVERNMENT (Fund 1000)**

That the following sums of money be and the same hereby are appropriated from the GENERAL FUND to be apportioned as follows for the purposes herein specified for the fiscal year ending June 30, 2015:

**Paragraph One: GENERAL MANAGEMENT AND SUPPORT**

Board of Supervisors	\$645,873
County Executive	\$1,143,506
Human Resources	\$638,297
County Attorney	\$1,032,166
Finance Department	\$4,970,735
Management and Budget	\$351,043
Information Technology	\$2,770,869
Voter Registration/ Elections	<u>\$577,014</u>
	\$12,129,503

**Paragraph Two: JUDICIAL**

Circuit Court	\$100,664
General District Court	\$40,501
Magistrate	\$4,550
Juvenile Court	\$117,359
Public Defender's Office Contingency	\$74,049
Clerk of the Circuit Court	\$835,915
Sheriff's Office	\$2,256,532
Commonwealth's Attorney	<u>\$1,061,028</u>
	\$4,490,598

**Paragraph Three: PUBLIC SAFETY**

Police Department	\$16,063,943
Fire/Rescue Department	\$10,070,966
Volunteer Fire/Rescue	\$2,193,187
Thomas Jefferson EMS	\$19,257
Fire/Rescue Tax Credit	\$70,000
City Fire Contract	\$186,715
Inspections and Building Codes	\$1,303,995
Forest Fire Extinction	\$23,929
Emergency Communications Center	\$2,167,176
Albemarle Charlottesville Regional Jail	\$3,216,696
Community Attention Home	\$60,149
Juvenile Detention Center	\$840,216
Foothills Child Advocacy Center	\$30,385
Offender Aid and Restoration	\$157,042
SPCA Shelter Contribution	\$549,446
Virginia Juvenile Community Crime Control	<u>\$52,231</u>
	\$37,005,333

**Paragraph Four: GENERAL SERVICES / PUBLIC WORKS**

Facilities Development Department	\$198,465
General Services	\$3,838,874
Rivanna Solid Waste Authority	<u>\$450,000</u>
	\$4,487,339

**Paragraph Five: HUMAN SERVICES**

Department of Social Services	\$11,579,069
Bright Stars Transfer	\$799,787
Comprehensive Services Act Transfer	\$2,730,527
Tax Relief for Elderly/Disabled	\$965,000
Health Department	\$640,217
Region Ten	\$704,083
Agency Budget Review Team (ABRT)	\$14,207
AIDS/HIV Services Group	\$3,600
Boys & Girls Club	\$20,000
Charlottesville Free Clinic	\$116,390
Children, Youth & Family Services	\$74,490
Computers 4 Kids	\$13,379
Jefferson Area Board for Aging (JABA)	\$307,678
Jefferson Area CHIP	\$301,500
Jefferson Area United Transit Network	\$1,151,711
Legal Aid Justice Center	\$38,700
Madison House	\$9,900
Piedmont CASA	\$9,270
Piedmont Workforce Network	\$13,805
Sexual Assault Resource Agency (SARA)	\$20,000
Shelter for Help in Emergency (SHE)	\$85,514
Thomas Jefferson Area Coalition for the Homeless (TJACH)	\$15,500
United Way	<u>\$117,100</u>
	\$19,731,427

**Paragraph Six: EDUCATION**

Piedmont Virginia Community College	\$24,024
-------------------------------------	----------

**Paragraph Seven: PARKS, RECREATION AND CULTURE**

Department of Parks & Recreation	\$2,527,114
Jefferson-Madison Regional Library - Regional	\$918,409
Jefferson-Madison Regional Library - Charlottesville-Albemarle	\$2,152,219
Jefferson-Madison Regional Library - Crozet Library	\$383,173
Jefferson-Madison Regional Library - Scottsville Library	\$153,895
Jefferson-Madison Regional Library - Extension Services	\$217,193
African American Festival	\$2,700
Ashlawn Highland Festival	\$3,800
Literacy Volunteers	\$25,287
Municipal Band	\$5,000
Piedmont Council of the Arts	\$10,000
Virginia Festival of the Book	\$10,000
Virginia Film Festival	\$10,000
Visitor's Bureau	<u>\$725,098</u>
	\$7,143,888

**Paragraph Eight: COMMUNITY DEVELOPMENT**

Department of Community Development	\$4,273,714
Housing Office	\$478,536
VPI Extension Service	\$183,346
Soil & Water Conservation	\$103,910
Office of Economic Development	\$262,089
Albemarle Housing Improvement Program (AHIP)	\$400,000
Charlottesville Area Transit	\$868,988
Central Virginia Small Business Development Center (CVSBDC)	\$10,000

Monticello Area Community Action Agency (MACAA)	\$63,200
MACAA CARES Program Contingency	\$18,650
Piedmont Housing Alliance	\$34,500
Planning District Commission	\$124,024
Streamwatch	<u>\$10,380</u>
	\$6,831,337

**Paragraph Nine: REVENUE SHARING AGREEMENT**

Revenue Sharing Agreement	\$16,466,981
---------------------------	--------------

**Paragraph Ten: TAX REFUNDS, ABATEMENTS, & OTHER REFUNDS:**

Refunds and Abatements	\$163,500
------------------------	-----------

**Paragraph Eleven: OTHER USES OF FUNDS**

Transfer to School Fund - Recurring	\$109,807,126
Transfer to School Division Debt Service	\$12,553,845
Transfer to School Division Capital Projects	\$1,680,497
Transfer to General Government Debt Service	\$5,954,373
Transfer to Water Resources Fund	\$1,093,594
Disability Reserve	\$50,000
Economic Development Fund	\$250,000
Grants Leveraging Fund	\$100,000
Innovation Fund	\$50,000
Fellowship Fund	\$150,000
Fuel Contingency	\$105,750
Training Pool	\$50,000
Reserve for Contingencies	\$414,371
Salary Reserve - Reclassifications	\$120,000
VERIP Program	<u>\$625,964</u>
	\$1,866,085

**Total GENERAL FUND appropriations for the fiscal year ending June 30, 2015: \$241,479,450**

**To be provided as follows:**

<b>Revenue from Local Sources</b>	<b>\$209,748,429</b>
<b>Revenue from the Commonwealth</b>	<b>\$23,300,611</b>
<b>Revenue from the Federal Government</b>	<b>\$4,747,448</b>
<b>Transfers In from Other Funds</b>	<b>\$2,485,553</b>
<b>Use of Fund Balance</b>	<b>\$1,197,409</b>

**Total GENERAL FUND resources available for fiscal year ending June 30, 2015: \$241,479,450**

**SECTION II: REGULAR SCHOOL FUND (Fund 2000)**

**That the following sums of money be and the same hereby are appropriated for SCHOOL purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2015:**

**Paragraph One: REGULAR SCHOOL FUND**

Instruction	\$122,370,231
Administration, Attendance, and Health	\$7,060,728
Pupil Transportation	\$9,638,750
Operation and Maintenance	\$15,194,598
School Food Services and Other Non-Instructional Services	\$0
Facilities	\$160,000
Debt Service and Fund Transfers	\$3,312,843
Technology	\$2,700,160
Contingency/Reserve	\$0

**Total REGULAR SCHOOL FUND appropriations for fiscal year ending June 30, 2015: \$160,437,310**

**To be provided as follows:**

Revenue from Local Sources (General Fund Transfer)	\$109,807,126
Revenue from Other Local Sources	\$2,110,107
Revenue from the Commonwealth	\$44,429,342
Revenue from the Federal Government	\$3,004,498
Transfers	\$875,000
Use of Fund Balance	\$211,237

**Total REGULAR SCHOOL FUND resources available for fiscal year ending June 30, 2015: \$160,437,310**

**SECTION III: OTHER SCHOOL FUNDS**

**That the following sums of money be and the same hereby are appropriated for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2015:**

**Paragraph One: OTHER SCHOOL FUNDS**

Instruction	\$6,856,143
Administration, Attendance, and Health	\$0
Pupil Transportation	\$918,437
Operation and Maintenance	\$216,650
School Food Services and Other Non-Instructional Services	\$7,186,089
Facilities	\$0
Debt Service and Fund Transfers	\$875,000
Technology	\$0
Contingency/Reserve	\$0

**Total OTHER SCHOOL FUND appropriations for fiscal year ending June 30, 2015: \$16,052,319**

**To be provided as follows:**

Revenue from Local Sources	\$8,477,053
Revenue from the Commonwealth	\$489,431
Revenue from the Federal Government	\$4,973,705
Transfers	\$1,800,053
Use of Fund Balance	\$312,077

**Total OTHER SCHOOL FUND resources available for fiscal year ending June 30, 2015: \$16,052,319**

**SECTION IV: OTHER GENERAL GOVERNMENT FUNDS**

**That the following sums of money be and the same hereby are appropriated for OTHER PROGRAM purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2015:**

**Paragraph One: OTHER GENERAL GOVERNMENT FUNDS**

Commonwealth Attorney Commission Fund (Fund 8150)	\$60,000
Victim-Witness Program (Fund 1225)	\$121,604
Police Department State Asset Forfeiture Fund (Fund 1236)	\$971,167
FEMA-Safer Grant (Fund 1595)	\$507,079
Criminal Justice Grant Programs (Fund 1520)	\$758,815
Water Resources Fund	\$1,093,594
Facilities Development (Fund 1925)	\$973,090
Charlottesville/Albemarle Joint Health Center Fund (Fund 8550)	\$48,960
Courthouse Maintenance Fund (Fund 9150)	\$35,000
Old Crozet School Operations (Fund 8610)	\$82,337
Vehicle Replacement (Fund 9200)	\$1,041,859
Bright Stars Program (Fund 1553)	\$1,210,787
Comprehensive Services Act Program Expenditures (Fund 1551)	\$8,974,179
MJ Health Grant (Fund 1563)	\$5,000
Darden Towe Memorial Park (Fund 4200)	\$247,466
Tourism Enhancement (Fund 1810)	\$1,453,305



Proffer Funds (Funds 8537, 8540, 8547, 8549, and 8575)	\$493,832
Metropolitan Planning Organization Funding (Fund 1208)	\$9,902
Economic Development Authority (Fund 6850)	\$80,000
Housing Assistance Fund (Fund 1227)	\$3,025,000
<b>Total OTHER GENERAL GOVERNMENT FUNDS appropriations for fiscal year ending June 30, 2015:</b>	<b>\$21,192,976</b>

**To be provided as follows:**

Revenue from Local Sources	\$2,730,824
Revenue from the Commonwealth	\$5,988,314
Revenue from the Federal Government	\$3,582,254
Transfers In from Other Funds	\$7,208,216
Use of Fund Balance	\$1,683,368

**Total OTHER SCHOOL FUND resources available for fiscal year ending June 30, 2015: \$21,192,976**

**SECTION V - GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND (Fund 9010)**

**That the following sums of money be and the same hereby are appropriated from the GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND to be apportioned as follows for the purposes herein specified for the fiscal year ending June 30, 2015:**

**Paragraph One: COURTS**

Court Facilities Addition/Renovation	\$2,462,683
Court Square Maintenance/Replacement	\$396,532
Old Jail Facility Maintenance	\$19,189
Sheriff's Office Maintenance/Replacement Projects	<u>\$22,000</u>
	\$2,900,404

**Paragraph Two: PUBLIC SAFETY**

ECC Integrated Public Safety Technology Project	\$6,203,791
Fire Rescue Apparatus Replacement-Program	\$2,871,258
Fire Rescue Mobile Data Computers Replacement	\$22,000
Seminole Trail VFD Renovation/Addition	\$25,760
WARS Bay Upgrade	\$20,000
Regional Public Safety Firearms Training Center Transfer	\$485,584
County 800Mhz Radio Replacements	\$533,230
Police Patrol Video Cameras	<u>\$165,695</u>
	\$10,327,318

**Paragraph Three: PUBLIC WORKS**

City/County Co-Owned Maintenance/Replacement	\$14,038
County Facilities Maintenance/Replacement	\$1,060,903
Ivy Landfill Remediation	\$523,000
Moore's Creek Septage Receiving	<u>\$109,441</u>
	\$1,707,382

**Paragraph Four: COMMUNITY/NEIGHBORHOOD DEVELOPMENT**

Crozet Streetscape Phase II	\$29,785
Sidewalk Construction Program	\$65,205
Transportation Revenue Sharing Program	<u>\$2,002,536</u>
	\$2,097,526

**Paragraph Five: HEALTH AND WELFARE**

Health Department Maintenance/Replacement	<u>\$49,604</u>
	\$49,604

**Paragraph Six: PARKS, RECREATION & CULTURE**

City-County Owned Parks Maintenance/Replacement	\$62,576
Parks Maintenance/Replacement	<u>\$587,230</u>
	\$649,806

**Paragraph Seven: LIBRARIES**

City/County Branch Library Repair/Maintenance	\$254,114
County Library Facilities Repair/Maintenance	\$54,278
Rio Property-Library/Storage	<u>\$32,200</u>
	\$340,592

**Paragraph Eight: TECHNOLOGY AND GIS**

County Server/Infrastructure Upgrade	\$437,268
Increased Redundant Internet Services	\$28,000
PBX Replacement	<u>\$500,000</u>
	\$965,268

**Paragraph Nine: ACQUISITION OF CONSERVATION EASEMENTS (ACE)**

ACE Program	\$640,759
-------------	-----------

**Paragraph Ten: OTHER USES OF FUNDS**

Capital Program Reserve	\$111,298
-------------------------	-----------

**Total GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2015: \$19,789,957**

**To be provided as follows:**

Revenue from Local Sources (General Fund Transfer)	\$111,298
Revenue from Local Sources (Other Transfers)	\$108,960
Revenue from Other Local Sources	\$957,659
Revenue from the Commonwealth	\$1,081,018
Borrowed Funds	\$12,186,427
Use of Fund Balance	<u>\$5,344,595</u>

**Total GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2015: \$19,789,957**

**SECTION VI: SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND (Fund 9000)**

**That the following sums of money be and the same hereby are appropriated from the SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2015:**

**Paragraph One: EDUCATION (SCHOOL DIVISION)**

Administrative Technology	\$261,000
Agnor Hurt Elementary Addition/Renovation	\$4,522,663
Contemporary Learning Spaces	\$270,608
Henley Middle School Auxiliary Gym Addition Only	\$2,247,366
Instructional Technology	\$575,000
School Bus Replacement	\$1,525,000
School Maintenance/Replacement	\$5,991,474
School Security Improvements	\$519,320
State Technology Grant	<u>\$752,000</u>
	\$16,664,431

**Total SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2015: \$16,664,431**

**To be provided as follows:**

Revenue from Local Sources (General Fund Transfer)	\$1,569,199
Revenue from Local Sources (Proffer Fund Transfer)	\$493,832
Revenue from Other Local Sources	\$62,000
Revenue from the Commonwealth	\$1,052,000
Borrowed Funds	\$13,245,582
Use of Fund Balance	\$241,818

Total SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2015: \$16,664,431

**SECTION VII: STORMWATER CAPITAL IMPROVEMENTS FUND (Fund 9100)**

That the following sums of money be and the same hereby are appropriated from the STORM WATER CAPITAL IMPROVEMENTS FUND for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2015:

**Paragraph One: STORMWATER PROJECTS**

Church Road Basin	\$25,760
Hollymead Dam Spillway Improvement	\$100,000
Multi-Facility Maintenance	\$3,220
	\$128,980

Total STORM WATER CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2015: \$128,980

**To be provided as follows:**

Revenue from Local Sources (Stormwater Fund Transfer)	\$48,980
Borrowed Funds	\$80,000

Total STORM WATER CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2015: \$128,980

**SECTION VIII: REGIONAL PUBLIC SAFETY FIREARMS TRAINING CENTER FUND (Fund 9050)**

That the following sums of money be and the same hereby are appropriated from the STORM WATER CAPITAL IMPROVEMENTS FUND for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2015:

**Paragraph One: PUBLIC SAFETY FIREARMS TRAINING CENTER**

Regional Firearms Range Facility	\$3,489,821
	\$3,489,821

Total STORM WATER CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2015: \$3,489,821

**To be provided as follows:**

Revenue from Local Sources	\$1,744,910
Revenue from Local Sources (Transfers from Other Funds)	\$1,456,751
Borrowed Funds	\$288,160

Total STORM WATER CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2015: \$3,489,821

**SECTION IX: DEBT SERVICE**

That the following sums of money be and the same hereby are appropriated for the function of DEBT SERVICE to be apportioned as follows from the GENERAL GOVERNMENT DEBT SERVICE FUND and the SCHOOL DIVISION DEBT SERVICE FUND for the fiscal year ending June 30, 2015:

**Paragraph One: SCHOOL DIVISION DEBT SERVICE FUND (Fund 9900)**

Debt Service - School Division	\$12,816,005
<b>Total SCHOOL DIVISION DEBT SERVICE appropriations for fiscal year ending June 30, 2015:</b>	<b>\$12,816,005</b>

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$12,553,845
Revenue from Other Local Sources	<u>\$262,160</u>
<b>Total SCHOOL DIVISION DEBT SERVICE resources available for fiscal year ending June 30, 2015:</b>	<b>\$12,816,005</b>

**Paragraph Two: GENERAL GOVERNMENT DEBT SERVICE FUND (Fund 9910)**

Debt Service - General Government	\$5,954,373
<b>Total GENERAL GOVERNMENT DEBT SERVICE appropriations for fiscal year ending June 30, 2015:</b>	<b>\$5,954,373</b>

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$5,954,373
<b>Total GENERAL GOVERNMENT DEBT SERVICE resources available for fiscal year ending June 30, 2015:</b>	<b>\$5,954,373</b>

**GRAND TOTAL - DEBT SERVICE FUNDS** **\$18,770,378**

**TOTAL APPROPRIATIONS MENTIONED IN  
SECTIONS I - VIII OF THIS RESOLUTION  
FOR THE FISCAL YEAR ENDING June 30, 2015**

**RECAPITULATION:**

**Appropriations:**

Section I	General Fund	\$241,479,450
Section II	School Fund	\$160,437,310
Section III	Other School Funds	\$16,052,319
Section IV	Other General Government Funds	\$21,192,976
Section V	General Government Capital Improvements Fund	\$19,789,957
Section VI	School Division Capital Improvements Fund	\$16,664,431
Section VII	Storm Water Capital Improvements Fund	\$128,980
Section VIII	Regional Public Safety Firearms Training Center Fund	\$3,489,821
Section IX	Debt Service	<u>\$18,770,378</u>
		\$498,005,622

**Less Inter-Fund Transfers** (\$146,015,652)

**GRAND TOTAL - ALBEMARLE COUNTY APPROPRIATIONS** **\$351,989,970**

**SECTION X: EMERGENCY COMMUNICATIONS CENTER**

That the following sums of money be and the same hereby are appropriated from the EMERGENCY COMMUNICATIONS CENTER FUND for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2015:

**Paragraph One: EMERGENCY COMMUNICATIONS CENTER FUND**

Emergency Communications Center	<u>\$5,375,450</u>
---------------------------------	--------------------

**Total EMERGENCY COMMUNICATIONS CENTER FUND appropriations for fiscal year ending June 30, 2015: \$5,375,450**

**To be provided as follows:**

<b>Albemarle County</b>	<b>\$2,167,176</b>
<b>City of Charlottesville</b>	<b>\$1,697,772</b>
<b>University of Virginia</b>	<b>\$615,879</b>
<b>Revenue from Other Local Sources</b>	<b>\$320,434</b>
<b>Revenue from the Commonwealth</b>	<b>\$560,825</b>
<b>Revenue from the Federal Government</b>	<b><u>\$13,364</u></b>

**Total EMERGENCY COMMUNICATIONS CENTER FUND resources available for fiscal year ending June 30, 2015: \$5,375,450**

**BE IT RESOLVED THAT** the County Executive is hereby authorized to administratively approve budget transfers of unencumbered funds of up to \$50,000.00 per fund in the fiscal year from one classification, department, or project to another within the same general governmental fund.

**BE IT FURTHER RESOLVED THAT** the Director of Finance is hereby authorized to transfer monies from one fund to another, from time to time as monies become available, sums equal to, but not in excess of, the appropriations made to these funds for the period covered by this appropriation resolution.

### **SECTION XI**

All of the monies appropriated as shown by the contained items in Sections I through IX are appropriated upon the provisos, terms, conditions, and provisions herein before set forth in connection with said terms and those set forth in this section. The Director of Finance (Betty Burrell) and Clerk to the Board of Supervisors (Ella W. Jordan) are hereby designated as authorized signatories for all bank accounts.

#### **Paragraph One**

Subject to the qualifications in this resolution contained, all appropriations are declared to be maximum, conditional, and proportionate appropriations - the purpose being to make the appropriations payable in full in the amount named herein if necessary and then only in the event the aggregate revenues collected and available during the fiscal year for which the appropriations are made are sufficient to pay all of the appropriations in full.

Otherwise, the said appropriations shall be deemed to be payable in such proportion as the total sum of all realized revenue of the respective funds is to the total amount of revenue estimated to be available in the said fiscal year by the Board of Supervisors.

#### **Paragraph Two**

All revenue received by any agency under the control of the Board of Supervisors included or not included in its estimate of revenue for the financing of the fund budget as submitted to the Board of Supervisors may not be expended by the said agency under the control of the Board of Supervisors without the consent of the Board of Supervisors being first obtained, nor may any of these agencies or boards make expenditures which will exceed a specific item of an appropriation.

#### **Paragraph Three**

No obligations for goods, materials, supplies, equipment, or contractual services for any purpose may be incurred by any department, bureau, agency, or individual under the direct control of the Board of Supervisors except by requisition to the purchasing agent; provided, however, no requisition for items exempted by the Albemarle County Purchasing Manual shall be required; and provided further that no requisition for contractual services involving the issuance of a contract on a competitive bid basis shall be required, but such contract shall be approved by the head of the contracting department, bureau, agency, or individual, the County Attorney, and the Purchasing Agent or Director of Finance. The Purchasing Agent shall be responsible for securing such competitive bids on the basis of specifications furnished by the contracting department, bureau, agency, or individual.

In the event of the failure for any reason of approval herein required for such contracts, said contract shall be awarded through appropriate action of the Board of Supervisors.

Any obligations incurred contrary to the purchasing procedures prescribed in the Albemarle County Purchasing Manual shall not be considered obligations of the County, and the Director of Finance shall not issue any warrants in payment of such obligations.

**Paragraph Four**

Allowances out of any of the appropriations made in this resolution by any or all County departments, bureaus, or agencies under the control of the Board of Supervisors to any of their officers and employees for expense on account of the use of such officers and employees of their personal automobiles in the discharge of their official duties shall be paid at the rate established by the County Executive for its employees and shall be subject to change from time to time.

**Paragraph Five**

All travel expense accounts shall be submitted on forms and according to regulations prescribed or approved by the Director of Finance.

**Paragraph Six**

All resolutions and parts of resolutions inconsistent with the provisions of this resolution shall be and the same are hereby repealed.

**Paragraph Seven**

This resolution shall become effective on July first, two thousand and fourteen.

**RESOLUTION OF OFFICIAL INTENT TO REIMBURSE  
EXPENDITURES WITH PROCEEDS OF A BORROWING**

**WHEREAS**, the Albemarle County Board of Supervisors, Virginia (the “Borrower”) intends to acquire, construct and equip the items and projects set forth in Exhibit A hereto (collectively, the “Project”); and

**WHEREAS**, plans for the Project have advanced and the Borrower expects to advance its own funds to pay expenditures related to the Project (the “Expenditures”) prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt bonds or taxable debt, or both.

**NOW, THEREFORE, BE IT RESOLVED** by the Albemarle County Board of Supervisors that:

1. The Borrower intends to utilize the proceeds of tax-exempt bonds (the “Bonds”) or to incur other debt to pay the costs of the Project in an amount not currently expected to exceed \$29,630,686.

2. The Borrower intends that the proceeds of the Bonds be used to reimburse the Borrower for Expenditures with respect to the Project made on or after the date that is no more than 60 days prior to the date of this Resolution. The Borrower reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Bonds or other debt.

3. Each Expenditure was or will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure); (b) a cost of issuance with respect to the Bonds; (c) a nonrecurring item that is not customarily payable from current revenues; or (d) a grant to a party that is not related to or an agent of the Borrower so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Borrower.

4. The Borrower intends to make a reimbursement allocation, which is a written allocation by the Borrower that evidences the Borrower’s use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Borrower recognizes that exceptions are available for certain “preliminary expenditures,” costs of issuance, certain de minimis amounts, expenditures by “small issuers” (based on the year of issuance and not the year of expenditure) and expenditures for construction of at least five years.

5. The Borrower intends that the adoption of this Resolution confirms the “official intent” within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

6. This Resolution shall take effect immediately upon its passage.

**CAPITAL IMPROVEMENT PROGRAM  
BOND FUNDED PROJECTS  
FY 2014/15**

<b>Schools</b>	<b>Amount</b>
Agnor Hurt Elementary Addition/Renovation	\$ 4,138,901
Contemporary Learning Spaces	250,000
Henley Middle School Auxiliary Gym Addition	2,137,296
School Bus Replacement	1,225,000
School Maintenance/Replacement	5,026,997
School Security Improvements	467,388
<hr/>	
Schools Subtotal	\$ 13,245,582
<b>General Government</b>	<b>Amount</b>
County 800Mhz Radio Replacements	\$ 479,907
County Server Infrastructure Upgrade	393,541
County-Owned Facilities Maintenance/Replacement	573,673
Court Facilities Addition/Renovation	2,462,683
Hollymead Dam Spillway Improvement	80,000
ECC Integrated Public Safety Technology	5,287,491
Fire Rescue Apparatus Replacement-Program	2,539,132
Regional Firearms Training Center	288,160
PBX Replacement	450,000
<hr/>	
General Government Subtotal	\$ 12,554,587
<b>TOTAL DEBT ISSUE – FY 2014/15 PROJECTS</b>	<b>\$25,800,169</b>

**PREVIOUSLY APPROPRIATED PROJECTS TO BE BOND FUNDED**

<b>School</b>	<b>Amount</b>
Agnor Hurt Elementary Addition/Renovation	\$ 383,601
Murray High School Phases 1-2 Addition/Renovation	567,390
Telecommunications Network Upgrade	675,000
<hr/>	
School Subtotal	\$ 1,625,991
<b>General Government</b>	<b>Amount</b>
Fire Rescue Apparatus Replacement-Program	\$ 1,516,725
Regional Firearms Training Center	687,801
<hr/>	
General Government Subtotal	\$ 2,204,526
<b>TOTAL DEBT ISSUE – ALL PROJECTS</b>	<b>\$29,630,686</b>



**RESOLUTION**

**WHEREAS**, as of June 4, 2014 the Virginia General Assembly has not adopted the State budget; and

**WHEREAS**, funds from the State received by Albemarle County comprise a large portion of revenues necessary for Albemarle County to deliver many of the public services mandated by the Commonwealth; and

**WHEREAS**, the delivery of mandated public services by Albemarle County depends upon a stable and healthy partnership between state and local governments; and

**WHEREAS**, Virginia's local governments are subject to strict, statutory deadlines for approving certain components of their respective budgets; and

**WHEREAS**, local governments under Sections 15.2-2500 and 15.2-2503 of the Code of Virginia are required to approve their respective budget and tax rates by July 1 of each year; and

**WHEREAS**, the County fulfilled its obligation to timely approve its FY 15 Budget, by approving its FY 15 Budget on May 7, 2014, and

**WHEREAS**, the County's FY 15 Budget includes \$76,340,716 in state revenues based on earlier estimates received from the State to support essential public services such as Schools, Police, and Social Services; and

**WHEREAS**, on May 23, 2014, the County received notice that the State is now anticipating a significant revenue shortfall, which is anticipated to result in budget reductions that will affect every locality, further complicating a locality's ability to provide essential governmental services to its citizens.

**WHEREAS**, not later than July 1 of each year, all school divisions under Section 22.1-304 of the Code of Virginia, must notify teachers of reductions in force due to decreased funding; and

**WHEREAS**, failure to approve a State budget before July 1 would disrupt the ability of Virginia's businesses and public agencies, including the County of Albemarle, to operate effectively.

**NOW, THEREFORE, BE IT RESOLVED** by the Albemarle Board of Supervisors that the Virginia General Assembly and the Governor of Virginia are urged to reconcile their differences and agree on a FY 2015 and FY 2016 budget by June 30; and

**BE IT FURTHER RESOLVED** that the Albemarle County Board of Supervisors shall transmit copies of this resolution to the Honorable Terry R. McAuliffe, Governor of Virginia, and to members of the Virginia General Assembly representing Albemarle County.

**RESOLUTION TO DISALLOW CLAIM**

**WHEREAS**, Joseph Pace, by counsel, has asserted a claim against the County of Albemarle as set forth in the letter dated April 10, 2014 from David W. Thomas to the Albemarle County Board of Supervisors for the payment of retirement compensation which exceeds the amount authorized under the Voluntary Early Retirement Incentive Program (“VERIP”); and

**WHEREAS**, the Board of Supervisors finds that Mr. Pace has been paid all benefits due to him under VERIP; and

**WHEREAS**, the Board of Supervisors finds that the claim is not supported by the facts or by law.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Albemarle County, Virginia disallows the claim of Joseph Pace for additional payment of VERIP retirement compensation.

Commonwealth Transportation Board  
P.O. Box 1475  
Richmond, VA 23218

Dear Ladies and Gentlemen:

I am writing on behalf of the Albemarle County Board of Supervisors to express our endorsement of the Route 29 Conceptual Solutions package presented to the Commonwealth Transportation Board (CTB) by Philip Shucett on May 13, 2014.

Following a well-attended public hearing held in Albemarle County on May 27, our Board, by a vote of five to one, directed our Metropolitan Planning Organization (MPO) appointees to support the package in its entirety.

Specifically, our Board supports the package's elements as follows:

- Best Buy Ramp Project (Route 29 and US 250 Interchange)
- Hillsdale Drive Extended Project (extended to Holiday Drive)
- Route 29 Widening Project (extended to Polo Grounds Road)
- Adaptive Signal Time Improvements in the Albemarle/Charlottesville Route 29 Corridor
- Berkmar Drive Extended Project (extended to Airport Road)
- Route 29/Rio Road Grade Separated Intersection (study, design and construction)
- Route 29/Hydraulic Road grade separated Intersection (Preliminary Engineering Study)
- Additional Train AMTRAK Regional Service (Fund 25% of an additional Train set)
- Sale of the right-of-way purchased for the Route 29 western bypass as expeditiously as possible

Our Board's position is in complete alignment with the City of Charlottesville's deliberations on the package as well as the MPO resolution approved on May 28, 2014. We strongly encourage the CTB to approve this at their June meeting so we may proceed.

Many thanks for the resource you provided to execute a thoughtful and comprehensive process that generated solutions for a contentious and many-year effort to find a solution to congestion and compromised mobility along the 29 corridor in Albemarle County.

Once CTB approval is obtained, we intend to be a model in the Commonwealth for the execution of comprehensive traffic improvements coordinating closely with the Virginia Department of Transportation to ensure as smooth a construction phase process as possible.

Sincerely,

Jane D. Dittmar, Chair

**ALBEMARLE COUNTY COMPREHENSIVE PLAN  
DIRECTION AND COMMENTS FROM THE BOARD OF SUPERVISORS  
ON THE VISION AND THE NATURAL RESOURCES CHAPTER  
June 4, 2014**

**VISION STATEMENT****Direction to staff:**

- Use the revised Vision Statement provided by staff, except for the statement on education. Supervisor McKeel provide staff with alternative language related to education to present to the full Board.

**NATURAL RESOURCES CHAPTER: GOAL AND INTRODUCTION****Direction to staff:**

- Use amended Natural Resources Goal provided by Supervisor Palmer.
- Add language after the second sentence of the introduction highlighting natural resource protection as the County's highest priority. Supervisor Palmer will provide specific language to members of the Board and staff.

**NATURAL RESOURCES CHAPTER: MINERAL RESOURCES****Direction to staff:**

- Amend Objective 3 to provide language which recognizes the economic value of the county's mineral resources while giving due consideration to potential impacts to the environment, human health and property values. Supervisor Palmer will provide specific language to staff for Objective 3.
- Remove the last sentence in the narrative under Objective 3 which recommends further quarrying of soapstone.
- Delete Strategy 3a.
- Move the Natural Resources Extraction Overlay District description to Strategy 3b. Remove any specific references to soapstone quarrying.
- Add a clear statement in the mineral resources section that natural gas extraction, particularly through fracking, in the County is not appropriate due to its potential impact on other natural resources.

**Other Comments:**

- Supervisor Boyd said he could not support the natural gas extraction statement. He said he believes that current data on the impacts of natural gas extraction is preliminary. He said he did not want to exclude future operations that would improve the County's economy and that would be able to operate in a safe manner that does not harm the environment.

**NATURAL RESOURCES CHAPTER: SURFACE AND GROUNDWATER****Direction to staff:**

- Incorporate staff's recommended strategies for surface and groundwater protection and, where appropriate, qualify those recommendations with the verb, "consider."
- Add water usage to the list of measures of success for Natural Resources, but be clear that measuring water usage relates only to the public water supply and not to private wells.
- Incorporate staff's recommendation for additional language on the relationship of land development to water quality.
- Incorporate the suggestion of League of Women Voters that county regulations should not be dependent upon state and federal requirements.
- Incorporate League's suggestion at the beginning of the plan that indicates language in the narrative should have same legal standing as objectives and strategies.
- Add specific language about Rivanna River TMDL and other TMDLs on impaired streams in the County in the text which follows Strategy 1a.

**OTHER ITEMS:****Direction to staff:**

- Provide the Planning Commission's priority strategies after the draft of the plan is complete.

- Improve the maps so that names and labels are clearer and more legible, especially names of rivers and streams.
- Supervisor Palmer will get with staff before the next meeting to help determine her suggestions that are edits and items that are substantive and need a Board discussion.

The Board will finish the water resources part of Natural Resources Chapter at the next meeting, have a focused discussion on biodiversity and flood hazards, provide any additional direction on Natural Resources, and discuss the Historic, Cultural, and Scenic Resources Chapter of the Plan.