

<p style="text-align: center;">ACTIONS Board of Supervisors Meeting of December 15, 2021</p>		
		December 16, 2021
AGENDA ITEM/ACTION	ASSIGNMENT	VIDEO
<p>1. Call to Order.</p> <ul style="list-style-type: none"> Meeting was called to order at 1:00 p.m., by the Vice Chair, Ms. Price. All BOS members were present with the exception of Mr. Gallaway who arrived at 5:14 pm. Also present were Jeff Richardson, Greg Kamptner, Claudette Borgersen and Travis Morris. 		Link to Video
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> Pulled consent agenda item #8.7, for discussion. By a vote of 5:0, ADOPTED final agenda as amended. 		
<p>5. Brief Announcements by Board Members.</p> <p><u>Bea LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> Commented that she would miss Ms. Palmer and welcomed Mr. Jim Andrews. <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> Announced that Albemarle County Public Schools were holding a school safety community forum via Zoom on December 16, 2021 at 6:30. Announced that the Charlottesville Area Transit (CAT), was now offering fare free rides for the next four years due to CARES Act funding (three years) and a grant from Department of Rail and Transportation (one additional year). <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Wished everyone a happy Bill of Rights Day. Remarked that she hoped that by the end of the CAT fare free period, the ridership would be greatly increased, and the routes would be radically changed. Stated that she had traveled to Goochland County on December 13, 2021 with Mike Culp to celebrate the announcement of the broadband award of federal and state dollars for Albemarle County through Firefly and that Senator Kaine, Senator Mark Warner, and Governor Northam spoke at the event. Commented on an announcement the previous day at Rivanna Medical showing the partnership of the different levels of state and local effort. <p><u>Donna Price:</u></p> <ul style="list-style-type: none"> Commented on the leverage ratio regarding the broadband award of federal and state dollars. Reflected on the COVID-19 pandemic and the more than 800,000 deaths, 50 million cases, and 25 million cases of "long covid." She said the message was clear to get vaccinated and wear a mask. Announced that Thomas Unsworth, the town of Scottsville's clerk, would be joining the Albemarle County staff. 		
<p>6. Proclamations and Recognitions.</p>		

	reconvened at 4:16 p.m.	
12.	Work Session: Five-Year Financial Plan. • HELD.	
13.	Closed Meeting. • At 5:20 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia: • Under Subsection (3), to discuss and consider the acquisition of real property for recreational purposes in the White Hall Magisterial District where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the County.	
14.	Certify Closed Meeting. • At 6:00 p.m., the Board reconvened into open meeting and certified the closed meeting.	
15.	From the Public: Matters Not Listed for Public Hearing on the Agenda or on Matters Previously Considered by the Board or Matters that are Pending Before the Board. • There were none.	
16.	From the County Executive: Report on Matters Not Listed on the Agenda. <u>Jeff Richardson:</u> • Reported on a presentation received by the Police Department Citizens Advisory Committee; and a December 14 economic development announcement made by Governor Ralph Northam announcing the expansion of RIVANNA, an Albemarle County medical technology company. a. Year in Review. • RECEIVED.	
17.	<u>Pb. Hrg.: SP202100012 Education Transformation Center.</u> • By a vote of 6:0, ADOPTED resolution approving SP202100012 subject to the conditions recommended by staff and the Planning Commission which are attached thereto.	Clerk: Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 7)
18.	<u>Pb. Hrg.: ZMA201900008 Rio Point (formerly Parkway Place) Zoning Map Amendment.</u> • By a vote of 5:1 (Gallaway), ADOPTED ordinance to approve ZMA201900008 Rio Point.	Clerk: Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 8-10)
19.	From the Board: Committee Reports and Matters Not Listed on the Agenda. <u>Ann Mallek:</u> • Commented on the success of the presentation of the Community Read that was online the previous week. <u>Donna Price:</u> • Thank Ms. Palmer for her public service and wished her farewell, adding that adding that she knows her public service will continue, and it had been a pleasure serving with her. <u>Ned Gallaway:</u> • Wished Ms. Amelia McCulley well and commended her for her many years of service in the County. • Expressed appreciation for Ms. Palmer	

	and reflected on her mantra of “death, taxes, and trash.” He added that he looked forward to her continued service to Albemarle County.	
20.	Adjourn to January 5, 2022, 1:00 p.m., electronic meeting pursuant to Ordinance No. 20-A(16). • The meeting was adjourned at 9:36 p.m.	

ckb/tom

Attachment 1 – Resolution of Appreciation for Amelia McCulley

Attachment 2 – Resolution to Approve Special Exception for SE2021-00039 3232 Horseshoe Bend Road Homestay

Attachment 3 – Fifth Addendum to the County Attorney Employment Agreement

Attachment 4 – Second Amended County Executive Employment Agreement

Attachment 5 – Resolution to Approve Special Exception for SP202100038 Union Run Wireless Facility – Setbacks

Attachment 6 – Resolution to Deny Requested Special Exception for SE202100038 Union Run Wireless Facility – Antenna Projection

Attachment 7 – Resolution to Approve SP202100012 Education Transformation Centre

Attachment 8 – Ordinance No. 21-A(11)

Attachment 9 – ZMA 2019-00008 Application Plan Last Revised June 4, 2021

Attachment 10 – ZMA 2019-00008 Proffer Statement Dated August 3, 2021

Resolution of Appreciation for Amelia McCulley

WHEREAS, Amelia McCulley has faithfully served the County of Albemarle for over 38 years, spending her entire professional career with the Department of Community Development starting on May 23, 1983, as a full-time data entry clerk and rising to Deputy Director of Community Development, a position she's held for over two and a half years; and

WHEREAS, Amelia is recognized for her superior leadership in her 30 years as Zoning Administrator rendering zoning determinations and completing her career without once having a determination overturned in court; and

WHEREAS, Amelia's colleagues and customers acknowledge her fairness, her wisdom and ability to make difficult decisions, her integrity, and her willingness to address challenging issues and conflicts, plus her dedication, her love of and support of staff, her courage to take on what was difficult and not just procrastinate, and her relentless pursuit of 'getting stuff done'; and

WHEREAS, Amelia championed numerous initiatives within the Department to better serve the community and staff of Albemarle County, including but not limited to the development of the Coordinated Action Response Team, joining groups together across departments to serve community members in need; career ladders for each division in support of professional development for staff; the approach regarding blighted properties and evaluating each using criteria prioritizing public safety; the creation of partnerships with departments and external agencies based on specific projects or areas of focus including Albemarle County Police Department, Fire/Rescue, the Department of Social Services, Virginia Department of Health and Virginia Department Of Transportation to name a few, and in partnership with local farm wineries, working on numerous regulatory changes which are now models for other jurisdictions; and

WHEREAS, Amelia's performance has been exemplary through her firm and fair administration of the Zoning Ordinance while reducing the variances before the Board of Zoning appeals from a high of 35 a year to between 0 and 2 annually; her creation, implementation, and enforcement of code to address an array of topics such as signs, noise, rezoning proffers, and homestays; the implementation of a change from criminal proceedings to a streamlined civil process for zoning enforcement; and

WHEREAS, Amelia exhibited bravery in serving search warrants with Albemarle County Police Department protection on properties of known criminals with drugs, guns, and dangerous dogs.

NOW, THEREFORE, BE IT RESOLVED, that we, the Albemarle County Board of Supervisors do hereby honor and commend Amelia McCulley for her many years of exceptional service to the County of Albemarle; the Department of Community Development; the Albemarle County community in which we live; and the entire Commonwealth of Virginia, with the knowledge that Albemarle County is strengthened and distinguished by Amelia's dedication, commitment, professionalism and compassion in meeting the community's needs.

BE IT FURTHER RESOLVED that a copy of this Resolution be spread upon the minutes of this meeting of the Albemarle County Board of Supervisors, as a lasting, visible testament to the esteem in which this Board and previous Boards holds Amelia for her lasting legacy of community service and the tangible results from her work to make Albemarle County better for future generations.

Signed this 15th day of December 2021.

**RESOLUTION TO APPROVE SPECIAL EXCEPTION
FOR SE2021-00039 3232 HORSESHOE BEND ROAD HOMESTAY**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE202100039 3232 Horseshoe Bend Road Homestay application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the factors relevant to the special exceptions in Albemarle County Code §§ 18-5.1.48 and 18-33.5, the Albemarle County Board of Supervisors hereby finds that the requested special exception would cause (i) no detriment to any abutting lot and (ii) no harm to the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED, that in association with the 3232 Horseshoe Bend Road Homestay, the Albemarle County Board of Supervisors hereby approves the special exception to modify the minimum 125-foot southeastern yard required for a homestay in the Rural Areas zoning district, subject to the conditions attached hereto.

* * * * *

SE 2021-00039 3232 Horseshoe Bend Road Homestay Special Exception Conditions

1. Parking for homestay guests must continue to meet the approved setbacks required for homestays.
2. Homestay use is limited to (a) the existing structures as currently configured and depicted on the House and Parking Location Exhibit dated November 12, 2021, and/or (b) additional structures or additions meeting the approved setbacks required for homestays.
3. The existing screening, as depicted on the House and Parking Location Exhibit dated November 12, 2021, must be maintained, or equivalent screening that meets the minimum requirements of County Code § 18-32.7.9.7(b)-(e) must be established and maintained.

FIFTH ADDENDUM TO THE COUNTY ATTORNEY EMPLOYMENT AGREEMENT

This Fifth Addendum to the County Attorney Employment Agreement, is entered into by and between the **ALBEMARLE COUNTY BOARD OF SUPERVISORS** (the "Employer") and **GUSTAV GREGORY KAMPTNER** (the "Employee") this ____ day of December, 2021.

On December 1, 2021, the Employer approved a mid-year salary adjustment (increase) of six percent effective December 1, 2021 for, among others, all "County regular employees who report up through the County Executive and/or the Board of Supervisors," a group that includes the Employee.

The parties agree to the following amendment to the County Attorney Employment Agreement entered into by and between the Employer and the Employee on April 13, 2016 (the "Agreement"), as thereafter amended by the First Addendum approved by the Board on June 14, 2017, and subsequent addenda that made only salary adjustments to the County Attorney Employment Agreement:

1. The first sentence of Section Five ("Compensation"), paragraph (A) ("Salary"), is amended to state: "The Employer shall pay the Employee, and the Employee shall accept from the Employer, an annual salary of \$187,802 effective December 1, 2021, payable in installments as provided for County employees generally."

2. Except as amended above, the Agreement, as amended by the First Addendum, shall remain in full force and effect and the Employer and Employee hereby ratify and confirm all provisions, terms, and conditions set forth in the Agreement, the First Addendum, and this Addendum.

IN WITNESS THEREOF, the Albemarle County Board of Supervisors has caused this Fifth Addendum to the County Attorney Employment Agreement to be signed and executed in its behalf by its Chair and the Employee has signed and executed this Fifth Addendum, both in duplicate, the day and year first above written.

SIGNATURES ARE ON THE FOLLOWING PAGE

ALBEMARLE COUNTY BOARD OF SUPERVISORS

Ned L. Gallaway, Chair
Albemarle County Board of Supervisors

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____, to wit:

The foregoing Fourth Addendum to the County Attorney Employment Agreement was acknowledged before me this _____ day of December, 2021, by Ned L. Gallaway, Chair.

Notary Public

My Commission expires:_____

Registration No._____

Gustav Gregory Kamptner, County Attorney

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____, to wit:

The foregoing Employment Agreement was acknowledged before me this _____ day of December, 2021, by Gustav Gregory Kamptner, County Attorney.

Notary Public

My Commission expires:_____

Registration No._____

Approved as to form only:

Andrew H. Herrick, Deputy County Attorney

SECOND AMENDED COUNTY EXECUTIVE EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this _____ day of December, 2021 by and between the Albemarle County Board of Supervisors, hereinafter "Employer" and Jeffrey B. Richardson, identified in prior versions of this Agreement as "Jeff Richardson," hereinafter "Employee."

RECITALS

- R-1** Employer is in need of the services of a person possessing the skills and ability required to be the County Executive; and
- R-2** Employee, through education and experience, possesses the requisite skills to perform these duties; and
- R-3** Employer desires, therefore, to engage the services of Employee as County Executive under the direction of the Employer, pursuant to the authority vested in Employer by Section 15.2-509 of the *Code of Virginia* (1950), as amended; and
- R-4** The parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics, but the provisions of that Code are in no way incorporated into this Agreement; and
- R-5** The parties entered into the County Executive Employment Agreement, dated September 8, 2017, which provided that Employee's term of employment would begin on November 6, 2017; Employee is now able to begin his term of employment on October 30, 2017 and the parties therefore desire to amend Section 2(A) of the Agreement accordingly.

TERMS AND CONDITIONS

For reasons set forth above and in consideration of the mutual promises of the parties, Employer and Employees agree as follows:

1. Employment

Employer employs Employee as the County Executive of Albemarle County, and Employee accepts and agrees to this employment under the terms and conditions of this Agreement.

2. Terms of Employment

Employee's terms of employment with Employer are as follows:

- A. *Initial Term.* Employee's term of employment pursuant to this Agreement shall begin on October 30, 2017. This Agreement shall remain in full force from the date of this Agreement until Employer terminates Employee, Employee is deemed terminated, Employee resigns, or Employee retires as provided in this Agreement.
- B. *Exclusive Employment.* At all times, Employee shall be in the exclusive employ of Employer and devote all of his working time, attention, knowledge, and skills solely to the interests of Employer. Employer shall be entitled to all of the benefits arising from or incident to all work, services, and advice of Employee. The term *working time* does not include any time while Employee is on annual leave.
- C. *Performance.* Employee shall diligently exercise his powers and perform his duties established in Section 3 in a professional manner, in good faith, and according to the ICMA Code of Ethics (although the Code of Ethics is not incorporated into this Agreement).
- D. *Right of Employer to Balance Its Needs With Employee's Professional Development.* Employer reserves the right to determine whether Employee is devoting the appropriate amount of time to professional development and may review and direct Employee to balance the amount of time deemed necessary for his professional development against the other needs of Employer.

- E. *County Residence Required.* Employee shall establish within 90 days after the date of this Agreement and thereafter maintain a permanent residence in Albemarle County. *Permanent residence* means Employee's purchase or lease of a residential dwelling unit and the occupancy of that dwelling no less than 75% of the time during an average work week while in the active employment of the County.
- F. *End of Employment by Termination or Resignation.* Employee's employment by Employer may end as follows:
1. *Right of Employer to Terminate.* The Employee acknowledges that, pursuant to Section 15.2-510 of the *Code of Virginia* (1950), as amended, he may be removed at the pleasure of Employer. The right of Employer to terminate includes the right to do so if Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of 12 successive weeks. Employer's action to terminate Employee shall be by the affirmative vote of a majority of those members of Employer present and voting in an open meeting.
 2. *Other Acts When Employee Deemed Terminated.* Employee is deemed terminated in the following circumstances:
 - a. *Employee's Resignation at Request of Employer.* If Employee resigns following a closed meeting of Employer at which a majority of the members present request in writing that he resign, then Employee shall be deemed terminated on the date of the Board's request for purposes of Section 8.
 - b. *Employer's Failure to Comply with Terms of Agreement; Deemed Terminated at Option of Employee.* If Employer fails to comply with any provision of this Agreement that benefits Employee, the matter is not resolved within 30 days after written notice from Employee requesting Employer to comply is received by Employer and the County Attorney, and after a closed meeting discussion between Employer and Employee the matter remains unresolved, then Employee may, at his option, be deemed terminated on the date of the closed meeting discussion for purposes of Section 8. This subsection does not apply if Employee expressly consents to Employer's noncompliance.
 - c. *Employer Reduces Compensation and Benefits; Deemed Terminated at Option of Employee.* If Employer reduces Employee's compensation or other financial benefits in a greater percentage than a corresponding reduction for all other management level employees of Employer, or for a reason not related to budget reductions caused by the adverse fiscal circumstances of the County, then Employee may, at his option, be deemed terminated on the effective date of the reduction for purposes of Section 8.
 3. *Right of Employee to Resign.* Employee may resign at any time, provided that he gives written notice to Employer at least 45 days prior to the effective date of the resignation, unless Employer and Employee agree to a different effective date.
 4. *Employee's Rights and Benefits if Employer Terminates Employee, Employee is Deemed Terminated, or Employee Resigns at the Request of Employer.* If Employer terminates Employee, Employee is deemed terminated, or Employee resigns at the request of Employer, Employee's rights to benefits and compensation shall be governed by Section 8.
- G. *End of Employment by Retirement.* Employee's employment by Employer may end by retirement as follows:
1. *Notice to Employer.* Employee must provide a minimum 120 days, with 180 days preferred, written notice to Employer before the effective date of Employee's retirement unless Employer and Employee agree to a different effective date.
 2. *Employee's Benefits Upon Retirement.* If Employee retires, Employee's rights to benefits shall be governed by Section 8.
 3. *Definitions.* The following definitions apply to this Agreement:
 - a. *Full-time* means employment where Employee is working the minimum required hours per week for a county executive, county administrator, or an equivalent position by the Employer or the locality for whom Employee is working.

- b. *Retire* or any derivation thereof means that on and after November 1, 2025, Employee ceases to work for reasons other than those described in Sections 2(F) and 8(D), and thereafter does not work full-time for Albemarle County or for any other locality, regardless of its location.
- H. *Employee Pursuing Other Employment.* Employee may not interview for employment with another locality without the prior written permission of Employer.
- I. *Governing Law.* This Agreement and the employment of Employee shall be subject to all applicable provisions of the *Code of Virginia* (1950).

3. Powers and Duties of Employee

Employee shall exercise the following powers and perform the following duties:

- A. *Statutory Powers and Duties.* The statutory powers and duties set forth in Section 15.2-516 of the *Code of Virginia* (1950), as amended, and any other powers and duties set forth in any other sections of the *Code of Virginia* (1950), as amended.
- B. *Powers and Duties Imposed by Ordinance or Other Action of the Employer.* The powers and duties delegated or imposed: (i) by the Albemarle County Code; or (ii) a duly adopted motion, resolution, or uncodified ordinance of Employer.
- C. *Developing and Recommending Policies.* Developing and recommending personnel and other policies and revisions to the Board of Supervisors for its approval.

4. Compensation

Employer shall pay and contribute the following as compensation to Employee:

- A. *Salary.* Employer shall pay Employee, and Employee shall accept from Employer, an annual base salary of \$217,000, payable in installments as provided for County employees generally.
 - 1. *Increase Based on Market Adjustment for the Position.* If Employer determines that, following Employee's annual performance evaluation, Employee's performance is satisfactory, Employer may consider increasing Employee's annual base salary. Employee may submit to Employer before September 30 of each year a survey of the market for comparable positions and localities to assist Employer's decision to consider a market adjustment to Employee's annual base salary.
 - 2. *Increase Based on Cost of Living Adjustment for All County Employees.* In addition or in the alternative to the increase provided in Section 4(A)(1), in the event that all full-time County staff receive a cost of living pay adjustment during the fiscal year, Employee shall receive the same cost of living adjustment, provided Employer determines that Employee's performance is satisfactory.
- B. *Deferred Compensation.* Employer shall contribute annually an amount equal to 10% of the amount of the Employee's annual base salary in effect at that time, payable in installments as provided for County employees' salaries, to an eligible deferred compensation program selected by the Employee. This contribution may be applied to the County's deferred compensation program (Internal Revenue Code § 457) and as a voluntary contribution to the defined contribution component (Internal Revenue Code § 401(a)) of the Hybrid Retirement Plan under the Virginia Retirement System.
- C. *Vehicle Allowance.* Employer agrees to provide Employee an annual motor vehicle allowance of \$6,300, payable in installments as provided for County employees' salaries, for a motor vehicle that shall be used by Employee for County-related business and may also be used by Employee for personal use.
- D. *Life Insurance.* Employer agrees to provide an additional term life insurance policy for Employee that pays a benefit equal to one year of Employee's annual base salary, payable in installments as provided for County employees' salaries. The insurer shall be a life insurance company providing supplemental term life insurance policies to County employees through the Virginia Retirement System.

5. Benefits

Employer shall provide the following benefits to Employee:

- A. *Virginia Retirement System.* Employee shall be enrolled in the Hybrid Retirement Plan under the Virginia Retirement System. The Employer will contribute the Employer's portion and the Employee will contribute the Employee's portion as provided under the Hybrid Retirement Plan.
- B. *Leave.* Upon commencing employment:
 - 1. *Annual Leave.* Employee shall be credited with 20 hours of accrued annual leave and 20 hours of accrued sick leave. In addition, Employee shall accrue annual leave at the rate an employee with 25 years or more of consecutive employment with the County would accrue.
 - 2. *All Other Forms of Leave.* Employee shall be entitled to and accrue all other forms of leave at the rate provided to full-time permanent County employees under the County's Personnel Policy Manual.
- C. *Long Term Disability.* Employee will receive long-term disability insurance provided by the Hybrid Retirement Plan under the Virginia Retirement System.
- D. *Other Benefits.* Employer shall provide to Employee all other benefits that are provided to all full-time permanent County employees under the County's Personnel Policy Manual. These benefits include, but are not limited to, medical insurance and dental insurance for Employee and his eligible spouse, and the Voluntary Early Retirement Incentive Program (VERIP) when Employee meets VERIP eligibility requirements. This Agreement shall be subject to all applicable provisions of the *Code of Virginia* (1950), as amended, the Albemarle County Code, and any policies adopted from time to time by Employer, including the provisions of the County Personnel Policy Manual, relating to leave, retirement, and life insurance contributions, holidays, and other benefits not specifically addressed in and not inconsistent with this Agreement.

6. Dues, Memberships, Education, and Meetings

Employer shall budget and pay the following for Employee:

- A. *Dues and Subscriptions in Associations and Organizations.* Employer shall budget and pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of Employer.
- B. *Travel Expenses.* Employer shall budget for and pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the annual conference of national, regional, state and local government groups and committees thereof which Employee serves as a member.
- C. *Professional Development Expenses.* Employer shall budget and pay for the travel and subsistence expenses of Employee's degree courses, institutes, and seminars that are necessary for his professional development and for the good of Employer.

7. Performance Evaluations

Employer and Employee shall participate in performance evaluations as follows:

- A. *Annual Performance Evaluation.* Employer shall conduct an annual performance evaluation of Employee on or before October 31 of each year that this Agreement is in effect. The evaluation shall be in accordance with the specific criteria developed jointly by Employer and Employee. The criteria may be changed from time to time by Employer, in consultation with Employee. Employer shall provide Employee with a written summary of the Employer's evaluation of Employee's performance and provide Employee an adequate opportunity to discuss the evaluation.

- B. *Employee's Annual Goals and Objectives.* Employer shall annually establish goals and performance objectives which it determines necessary for the County's proper operation and Employee's attainment of his written policy objectives.
- C. *Interim Performance Evaluations.* Employer and Employee shall meet to discuss Employee's performance if either Employer or Employee requests to meet for that purpose.

8. Compensation and Benefits Upon Severance or Retirement

If Employer terminates Employee pursuant to Section 2(F)(1), Employee is deemed terminated pursuant to Section 2(F)(2) (collectively, "severance"), or retires pursuant to Section 2(G), the following apply:

- A. *Compensation.* If Employer terminates Employee pursuant to Section 2(F)(1), or Employee is deemed terminated pursuant to Section 2(F)(2), Employer shall pay for the continuation of all compensation provided in Sections 4(A) and (B) for the current month in which the severance occurs, and for 9 additional months, payable in installments as provided for County employees' salaries.
- B. *Health Insurance Benefits.* If Employer terminates Employee pursuant to Section 2(F)(1), Employee is deemed terminated pursuant to Section 2(F)(2), or Employee is retired as defined in Section 2(G), Employer shall pay for the continuation of all medical and dental benefits provided in Section 5(D), at Employer's expense, until which time Employee and his eligible spouse are eligible for Medicare, at which time the medical and dental insurance benefit provided in this subsection ends for that person.
- C. *Accrued Leave.* Employer shall compensate Employee for all annual leave and holiday leave earned up to the date of severance or retirement. For cash out purposes, Employee will not lose annual and holiday leave earned that is not used during Employee's last year of employment.
- D. *Exception for Termination for Cause or Voluntary Resignation.* If Employer terminates Employee for cause or if Employee voluntarily resigns, Employer shall have no obligation to compensate Employee under Sections 8(A), (B), and (C) and shall be obligated to compensate Employee for work performed and accrued unused annual leave, and provide other compensation and benefits only up to the date of termination or voluntary resignation as provided in the County's Personnel Policy Manual. If Employee was terminated because Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of 12 successive weeks as provided under Section 2(F)(1), Employer shall pay Employee for 25% of all unused accrued sick leave earned up to the date of termination. Cause exists for Employer to terminate Employee under this subsection if Employee is convicted of any illegal act involving personal gain to him or which causes damage to the reputation of the County or Employer, his conviction of a felony, an act of willful negligence, or his commission of any act which involves moral turpitude.

9. Moving and Relocation Expenses

Employer shall reimburse Employee for the following moving and relocation expenses:

- A. *Expenses for Travel for Meetings with County Officials Before Beginning Employment.* Employer shall reimburse Employee for the cost of hotels and meals, plus vehicle mileage, to travel from Shelby, North Carolina to Albemarle County prior to Employee's first day of work for Employer to meet with County officials. To obtain reimbursement for hotels and meals, Employee shall submit to Employer receipts for all hotel and meal expenses to be reimbursed. To obtain reimbursement for vehicle mileage, Employee shall submit odometer readings. Employer will reimburse Employee for vehicle mileage at the approved County rate in effect at the time of travel.
- B. *Moving Expenses.* Employer shall reimburse Employee for the cost of moving himself and his family from Shelby, North Carolina to Albemarle County. Eligible moving expenses are packing, moving, storing during the moving process, unpacking, and insuring Employee's family's personal belongings. To obtain reimbursement for moving expenses, Employee shall obtain cost quotations from 3 moving companies and submit these quotations to Employer. Employer's representative and Employee shall consult and select the moving company. The total reimbursement by Employer to Employee under this subsection shall not exceed \$10,000.

- C. *Interim Housing Supplement.* Employer shall pay Employee an interim housing supplement of \$1,500 per month, payable in monthly installments, for up to 9 months beginning November 2017 or the month in which Employee closes on the purchase of a residence, whichever occurs first. The total payment by Employer to Employee under this subsection shall not exceed \$13,500.

10. **Other Terms and Conditions**

The following terms and conditions apply:

- A. *Liability Insurance.* Employer shall provide full liability insurance, in an amount at least equal to that provided for the Albemarle County Board of Supervisors and its individual members, to cover Employee against any loss from tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Executive, unless the act or omission occurring in the performance of Employee's duties involved willful or wanton conduct.
- B. *Bonds.* Employer shall pay the full cost of any fidelity or other bonds required of Employee under any law, including any County ordinance.
- C. *Amendments.* Any amendment to this Agreement shall be mutually agreed upon, stated in writing, and executed by Employer and Employee.
- D. *Failure to Enforce Not a Waiver.* The failure of either Employer or Employee to enforce, or to delay in enforcing, any term or condition of this Agreement, shall not be deemed to be a waiver of that party's right to enforce the term or condition.
- E. *Severability.* The terms and conditions of this Agreement are severable. In the event any term or condition is held to be invalid by any competent court, this Agreement shall be interpreted as if the invalid term or condition was not part of the Agreement.
- F. *Notices.* Any notice required by this Agreement to be provided to Employer shall be in writing and delivered to the Clerk of the Board of Supervisors, County of Albemarle, 401 McIntire Road, Charlottesville, Virginia, 22902. Any notice required by this Agreement to be provided to Employee shall be in writing and delivered to Employee at his permanent residence.
- G. *Nonappropriation.* The financial obligations of Employer under this Agreement are subject to, and dependent upon, appropriations being made from time to time by Employer.
- H. *Entire Agreement.* This Agreement is the entire agreement between the parties and it supersedes the County Executive Employment Agreement dated September 8, 2017 and the First Amended County Executive Employment Agreement dated October 30, 2017. There are no inducements, promises, terms, conditions, or obligations made or entered into by either Employer or Employee other than those contained in this Agreement.

IN WITNESS THEREOF, the Albemarle County Board of Supervisors has caused this Agreement to be signed and executed on its behalf by its Chair and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

ALBEMARLE COUNTY BOARD OF SUPERVISORS

Ned L. Gallaway, Chair
Albemarle County Board of Supervisors

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF _____, to wit:

The foregoing Employment Agreement was acknowledged before me this _____ day of December, 2021, by Ned L. Gallaway, Chair.

Notary Public

My Commission expires:_____

Registration No. _____

Jeffrey B. Richardson

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____, to wit:

The foregoing Employment Agreement was acknowledged before me this _____ day of December, 2021, by Jeffrey B. Richardson.

Notary Public

My Commission expires: _____

Registration No. _____

Approved as to form only:

County Attorney

**RESOLUTION TO APPROVE SPECIAL EXCEPTION FOR
SP202100038 UNION RUN WIRELESS FACILITY - SETBACKS**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE 2021-00038 Union Run Wireless Facility application and the attachments thereto, including staff's supporting analysis, any comments received, all of the factors relevant to the special exception in County Code §§ 18-5.1.40(b)(15) and 18-33.9, and the information provided at the Board of Supervisors meeting, the Albemarle County Board of Supervisors hereby finds that the proposed special exception to reduce the required setbacks would not create a detriment to any abutting lot.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the special exception request to modify the requirements of County Code § 18-5.1.40(b)(15) to reduce the required setbacks to (a) 12 feet from the northern property line with the VDOT right of way for Interstate 64; (b) 37 feet, 6 inches from the eastern property line; and (c) 46 feet, 7 inches from the southern property line, each subject to the conditions attached hereto.

* * * * *

SP202100038 – Union Run Wireless Facility Special Exception Conditions

1. The monopole must be located in accord with the proposed plans titled "Crown Castle Site Name: Union Run," prepared by Christopher D. Morin, last revised October 19, 2021.
2. The height of the monopole must not exceed the lesser of (a) 70 feet or (b) 10 feet taller than the tallest tree within 25 feet of the monopole.

**RESOLUTION TO DENY REQUESTED SPECIAL EXCEPTION FOR
SE202100038 UNION RUN WIRELESS FACILITY – ANTENNA PROJECTION**

BE IT RESOLVED, that upon consideration of the Memorandum prepared in conjunction with the SE 2021-00038 Union Run Wireless Facility application and the attachments thereto, including staff's supporting analysis, any comments received, all of the factors relevant to the special exception in County Code §§ 18-5.1.40(b)(2)(c) and 18-33.9, and the information provided at the Board of Supervisors meeting, the Albemarle County Board of Supervisors hereby denies the special exception request to modify County Code § 18-5.1.40(b)(2)(c) to allow the proposed antenna array to project five feet, eight inches from the facility.

**RESOLUTION TO APPROVE
SP202100012 EDUCATION TRANSFORMATION CENTRE**

WHEREAS, upon consideration of the staff report prepared for SP 202100012 Education Transformation Centre and the attachments thereto, including staff's supporting analysis, the information presented at the public hearing, any comments received, and all of the factors relevant to the special use permit in Albemarle County Code §§ 18-10.2.2(5) and 18-33.8(A), the Albemarle County Board of Supervisors hereby finds that the proposed special use would:

1. not be a substantial detriment to adjacent parcels;
2. not change the character of the adjacent parcels and the nearby area;
3. be in harmony with the purpose and intent of the Zoning Ordinance, with the uses permitted by right in the Rural Areas district, and with the public health, safety, and general welfare (including equity); and
4. be consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves SP 202100012 Education Transformation Centre, subject to the conditions attached hereto.

* * * * *

SP202100021 Education Transformation Centre Special Use Permit Conditions

1. The private school use must primarily take place indoors, except for associated outdoor activities.
2. Maximum student enrollment for the private school use cannot exceed 24 students.
3. Students must be transported to and from the site via either (a) vehicles either owned or leased by a school or school district, or (b) public transportation.
4. Normal hours of operation for the private school use are limited to 7:30am to 4:00pm, Monday through Friday. No weekend or evening events associated with this use are permitted.

**ORDINANCE NO. 21-A(11)
ZMA 2019-00008**

**AN ORDINANCE TO AMEND THE ZONING MAP
FOR TAX PARCELS 06100-00-00-16700 AND 06100-00-00-167C0**

BE IT ORDAINED by the Board of Supervisors of the County of Albemarle, Virginia, that upon consideration of the transmittal summary and staff report prepared for ZMA 2019-00008 and their attachments, including the application plan last revised on June 4, 2021 and the proffers dated August 3, 2021, the information presented at the public hearing, any comments received, the material and relevant factors in Virginia Code § 15.2-2284 and County Code §§ 18-19.1, 18-33.4, and 18-33.6, and for the purposes of public necessity, convenience, general welfare and good zoning practices, the Board hereby approves ZMA 2019-00008 with the application plan last revised on June 4, 2021 and the proffers dated August 3, 2021.

NOTES

TAX MAP PARCEL AND OWNER INFO: 06100-00-00-16700
TOTAL ACRES: 1.58 AC

06100-00-00-167C0

TOTAL ACRES: 25.73 AC

123 EAST MAIN ST 5TH FLOOR
CHARLOTTESVILLE, VA 22902

TOTAL ACRES (BOTH PARCELS): 27.31 AC

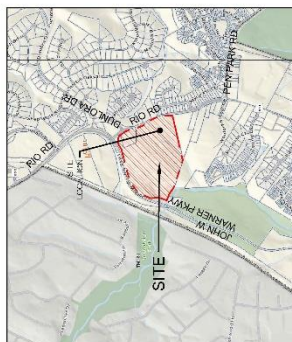
EXISTING ZONING: R-4 RESIDENTIAL

PROPOSED ZONING: PLANNED RESIDENTIAL DEVELOPMENT (PRD)

MAGISTERIAL DISTRICT: RIO

SOURCE OF SURVEY, BOUNDARY, AND TOPOGRAPHY: TIMMONS GROUP
DATED 12/11/2020

WATER AND SEWER: ALBEMARLE COUNTY SERVICE AUTHORITY




VICINITY MAP
1"=2000'

DEVELOPER:
RIO POINT LLC
123 EAST MAIN STREET
CHARLOTTESVILLE, VA 22902

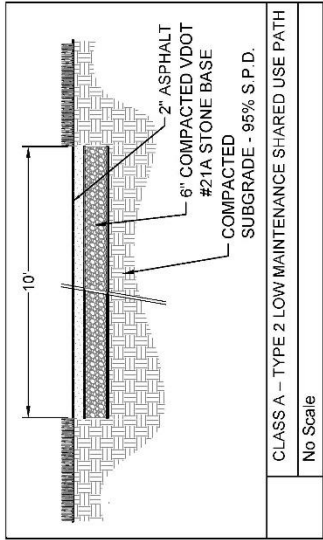
ENGINEER OF RECORD:
TIMMONS GROUP
608 PRESTON AVE. SUITE 200
CHARLOTTESVILLE, VA 22903
CONTACT: CRAIG KOTARSKI, P.E.
TELEPHONE: (434) 327-1688

Sheet Number	Sheet Title
SHEET 0	COVER SHEET
SHEET 1	SITE LAYOUT PLAN
SHEET 2	NOTES
SHEET 3	GRADING PLAN
SHEET 4	FRONTAGE IMPROVEMENTS
NUMBER OF SHEETS = 5	

NUMBER OF SHEETS = 5

		R410 POINT APPLICATION PLAN THIS DRAWING REPEARED AT THE CHARLOTTESVILLE OFFICE 608 Preston Avenue, Suite 1001, Charlottesville, VA 22903 TEL: 434.255.8526 FAX: 434.255.8317 WWW.TIMMONSGROUP.COM	
DATA 06/27/2017		REVISIONS AND COMMENTS 06/27/2017	
DATE 06/27/2017		DRAWN BY J. DARRIN	
CHECKED BY J. DARRIN		TOLERANCE 1/32"	
SCALE 1/8" = 1'-0"		COVER SHEET ALBEMARLE COUNTY RIO POINT DEVELOPMENT	
46682		SHEET 1 OF 1	

TIMMONS GROUP



Original Proffers X
 Amendment

PROFFER STATEMENT

ZMA 2019-00008

Project Name: Rio Point (formerly, **Parkway Place**)

Tax Map and Parcel Number(s): **06100-00-00-167C0 and 06100-00-00-16700**

Owner(s) of Record: **Rio Point, LLC**, a Virginia limited liability company

Date: August 3, 2021

Approximately 27.31 acres to be rezoned from R-4 Residential to PRD – Planned Residential Development

Rio Point, LLC is the sole owner (the “Owner”) of Tax Map and Parcel Numbers 06100-00-00-167C0 and 06100-00-00-16700 (the “Property”), which is the subject of rezoning application ZMA 2019-00008, a project known as “Rio Point ” (the “Project”). The Rezoning Application Plan for Rio Point Development, prepared by The Timmons Group, comprised of a cover sheet (Sheet 0), the Site Layout Plan (Sheet 1), Notes (Sheet 2), Grading Plan (Sheet 3), and Frontage Improvements (Sheet 4), dated April 2, 2021, last revised June 4, 2021 is referred to herein as the “Application Plan”.

Pursuant to Section 33.3 of the Albemarle County Zoning Ordinance, the Owner hereby voluntarily proffers the conditions listed below which shall be applied to the Property if it is rezoned to the zoning district identified above. The Owner and applicant specifically deem the following proffers reasonable and appropriate, as conclusively evidenced by the signature below.

1. Road Improvements:

(a) Upon written request by Albemarle County, Owner shall dedicate approximately 0.82 acres of land (“Dedicated Area”) for the future John Warner Parkway and Rio Road Roundabout, road frontage improvements, and shared use pathways, as shown on the Application Plan. The Dedicated Area shall be dedicated within ninety (90) days of the request by Albemarle County. The Owner shall bear the costs of preparing the subdivision plat necessary for the dedication of the Dedicated Area to Albemarle County. The Owner shall provide a general warranty of title in the deed conveying the Dedicated Area.

(b) Upon written request of Albemarle County, but no later than five (5) years following the approval of ZMA 2019-00008, the Owner shall make a cash contribution toward the future John Warner Parkway and Rio Road Roundabout

improvements. Within ninety (90) days of receipt of the County's request, the Owner shall contribute to the County's Capital Improvement Program (CIP) fund Seven Hundred and Fifty Thousand Dollars (\$750,000.00) as a cash contribution toward such improvements.

(c) Owner shall design and construct certain road improvements along Rio Road, including turn lanes, as shown on Sheet 4 of the Application Plan (the "Proposed Road Improvements"). The Proposed Road Improvements are conceptual and are subject to change based on County and VDOT recommendations. The Owner shall substantially complete the construction of the road improvements along Rio Road in accordance with final road plans approved by County (the "Rio Road Improvements") prior to issuance of the first certificate of occupancy for the Project. The Rio Road Improvements shall be deemed "substantially complete" by one or more of the following methods, whichever occurs first: (i) the Albemarle County Engineer or its designee determines them to be complete; (ii) they are constructed and inspected and the VDOT construction bond is released, or (iii) a VDOT official otherwise confirms that they are substantially complete.

2. Trailhead Park.

(a) The Owner shall construct amenities in the trailhead park within the "Open Space, +/- 1.1 Acres," as noted on sheet 1 of the Application Plan and as approved by the County Parks and Recreation Department (the "Trailhead Park"). The Owner shall substantially complete the Trailhead Park amenities, (to consist of a minimum of 12 parking spaces, benches, trail connections, landscaping, public art and a gazebo or other small structure), prior to issuance of the first certificate of occupancy.

(b) Upon written request by the County, the Owner shall dedicate to the County by special warranty deed of fee simple title or grant of perpetual easement, whichever is preferred by the County, for no consideration, the approximately 1.1-acre Trailhead Park, as shown on the Application Plan. Upon dedication, maintenance of the Trailhead Park will be the responsibility of the County (unless the County conveys its interest in the Trailhead Park to the City of Charlottesville, in which case the City shall maintain it). The Owner shall provide and maintain the public access easement to the Trailhead Park as shown on the Application Plan. The Owner must make the necessary subdivision application for dedication within ninety (90) days of receipt of the County's request and shall complete the dedication within thirty (30) days of receipt of final subdivision approval.

3. Transit Stop.

(a) The Owner shall construct a public transit stop (the "Transit Stop") on the Property along the frontage of Rio Road East. The Transit Stop shall be designed and constructed in coordination with, and shall be approved by, the appropriate County

authority and shall incorporate a shelter, a rest bench, pedestrian access, and signage all in accordance with minimum standards consistent with similar existing public transit stops located within the County. The Transit Stop shall be installed and completed concurrently with the Rio Road Improvements. If any portion of the Transit Stop is located on the Property, the Owner shall dedicate it to public use or grant an easement as necessary to allow for the public access and usage of the Transit Stop.


(b) Notwithstanding the provisions of subparagraph (a), following approval of ZMA 2019-00008, should the County prefer that a transit stop be constructed in the location of the current bus stop on City-owned property (Tax Map 06100-00-00-16900) on the north side of Rio Road East, or (b) should the County elect to receive funds for constructing the Transit Stop in lieu of the Owner's construction of the Transit Stop, the County shall notify the Owner in writing of the election to receive a cash contribution in lieu of the Transit Stop, and the Owner shall contribute Twenty Thousand Dollars (\$20,000.00) to the County's Capital Improvement Program (CIP) as a cash contribution for construction of the Transit Stop in either location. The Owner shall make the cash contribution within sixty (60) days from written request of the County.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

Signature Page for Proffer Statement for Rio Point, ZMA 2019-00008
TMPs 06100-00-00-167C0 and 06100-00-00-16700

OWNER:

RIO POINT, LLC,
A Virginia limited liability company

By: 
Manager
Chris Henry

{2864483-1, 121567-00004-03}