

ACTIONS
Board of Supervisors Meeting of March 5, 2025

March 6, 2025

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>	<u>VIDEO</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> The meeting was called to order at 1:00 p.m. by the Chair, Mr. Andrews. All BOS members were present. Also present were Jeff Richardson, Andy Herrick, Claudette Borgersen, and Travis Morris. 		
<p>4. Adoption of the Final Agenda.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED the final agenda. 		
<p>5. Brief Announcements by Board Members.</p> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Reported on her attendance at the NACo Legislative Conference and expressed hope that the loss of 6,000 staff members from the agency that provided essential services and support to fellow veterans would be addressed. <p><u>Mike Pruitt:</u></p> <ul style="list-style-type: none"> Announced that the Active Mobility Summit would take place in Woolen Mills on March 6, 2025, from 5:30 p.m. to 8:00 and on March 7, 2025, from 9:00 a.m. to 12:00 p.m. Announced that there would be a ribbon-cutting ceremony for a new project by the Scottsville Arts and Nature Foundation (SCAN) on March 20, 2025, at 12:00 p.m., and the gallery's first show would run from that time until April 27. Noted that in 2022 Scottsville Town Council approved a housing development on Bird Street, and he expressed hope that it would increase pedestrian traffic to local businesses and help stimulate the farmers' markets. <p><u>Bea LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> Commented on the closing off of Free Bridge Lane for a one-year pilot project and noted that from November to December, a total of 2,302 people had used the lane, and from January to March an additional 6,405 people had used it. Remarked that she had received a call from a resident on St. John Road, who expressed gratitude to the County, and everyone involved, for providing fiber internet. She acknowledged Gary Wood, president of Central Virginia Electric Co-operative (CVEC), and Albemarle County staff Mike Culp and Jason Inofuentes, for the work on the project. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> Announced that the Rio District Community Budget Town Hall would take place on Tuesday, March 18, 2025, from 5:30 p.m. to 7:30 p.m. at The Center. Announced that the Central Virginia Regional Housing Partnerships Biennial Housing Summit would be held on Thursday, March 13, 2025. Mentioned that he had attended the National Association of Counties Legislative Conference and reported on his attendance at the "Breaking the Paper Ceiling" presentation. <p><u>Jim Andrews:</u></p> <ul style="list-style-type: none"> Mentioned that there were still a couple of slots available for the March 8 tire collection at the Southern Convenience Center. He noted that collection would take place between 8:00 a.m. 		Link to Video

<p>and 4:00 p.m. and that this event was a precursor to other hazardous household waste and other collections scheduled for April 25 and 26 at the Ivy Solid Waste and Recycling Center.</p>		
<p>6. Proclamations and Recognitions.</p> <p>a. Proclamation Celebrating CAAR's 100th Anniversary.</p> <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED proclamation and presented to Josh White. <p>b. Proclamation Celebrating Women's History Month.</p> <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED proclamation and presented to Kathleen Bates and the Women in Government Affinity Group. 	<p>(Attachment 1)</p> <p>(Attachment 2)</p>	
<p>7. Public Comment on: Matters Previously Considered or Currently Pending Before the Board (Other than Scheduled Public Hearings).</p> <ul style="list-style-type: none"> • <u>Lynne Gebhard</u>, resident of the Scottsville District, commented regarding equine trails at Biscuit Run Park. • <u>Mark Gebhard</u>, resident of the Scottsville District, commented regarding equine trails at Biscuit Run Park and Item #10 on the agenda. 		
<p><u>Diantha McKeel</u>:</p> <ul style="list-style-type: none"> • Requested that the County Executive add a discussion on the Cost of Community Services Study on a future agenda. 	<p><u>Clerk</u>: Schedule on agenda when ready.</p> <p><u>County Executive</u>: Notify Clerk when ready to schedule.</p>	
<p>8.1 Fiscal Year 2025 Appropriations.</p> <ul style="list-style-type: none"> • ADOPTED resolution approving appropriations #2025031; #2025032; #2025033; and #2025034 for County government projects and programs. 	<p><u>Clerk</u>: Forward copy of signed resolution to Finance and Budget, and County Attorney's office. (Attachment 3)</p>	
<p>8.2 Memorandum of Agreement between the County and the Albemarle Fire Rescue Foundation, Inc.</p> <ul style="list-style-type: none"> • ADOPTED resolution substantively approving the Memorandum of Agreement. 	<p><u>Clerk</u>: Forward copy of signed resolution to Fire Rescue and County Attorney's office. (Attachment 4)</p> <p><u>County Attorney</u>: Provide Clerk with copy of fully executed Agreement. (Attachment 5)</p>	
<p>8.3 Resolution to Accept Road(s) in the Brookhill Subdivision Phase 1 into the State Secondary System of Highways. (<i>Rivanna Magisterial District</i>)</p> <ul style="list-style-type: none"> • ADOPTED resolution. 	<p><u>Clerk</u>: Forward copy of signed resolution to VDoT and Community Development. (Attachment 6)</p>	
<p>8.4 SE202400037 Woodbrook Apartments - Perimeter Landscape Buffer.</p> <ul style="list-style-type: none"> • ADOPTED resolution to approve a variation to allow a minor change to the yard requirements in the approved application plan. 	<p><u>Clerk</u>: Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 7)</p>	
<p>8.5 SE202500002 Woodbrook Apartments - Use Buffer.</p> <ul style="list-style-type: none"> • ADOPTED resolution to approve a special exception to allow disturbance within the 20' use buffer, subject to the recommended conditions. 	<p><u>Clerk</u>: Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 8)</p>	
<p>9. SE-2025-00003 6701 Rockfish Gap Turnpike Country Store.</p> <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED resolution to approve the special exception to increase the permitted square feet gross area for a class A country store at 6701 Rockfish Gap Turnpike to approximately 5,600 square feet, on the condition that all structures and uses 	<p><u>Clerk</u>: Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 9)</p>	

	associated with the subject class A country store must be located on the same parcel.	
10.	<p>Work Session: AC44: Parks, Recreation, and Open Space Policy and Actions.</p> <ul style="list-style-type: none"> • HELD. 	<u>Community Development:</u> Proceed as discussed.
	Recess. At 3:00 p.m., the Board recessed and reconvened at 3:15 p.m.	
	<p>Work Session (continued): AC44: Parks, Recreation, and Open Space Policy and Actions.</p> <ul style="list-style-type: none"> • HELD. 	
	Note: Supervisor Gallaway left the meeting at 4:07 and returned at 5:10 p.m.	
11.	<p>Closed Meeting.</p> <ul style="list-style-type: none"> • At 4:10 p.m., the Board went into Closed Meeting pursuant to section 2.2-3711(A) of the Code of Virginia: <ul style="list-style-type: none"> • under subsection (1) to discuss and consider appointments to various boards and commissions including, without limitation: the Agricultural and Forestal District Advisory Committee, the Crozet Community Advisory Committee, the Economic Development Authority, the Equalization Board, the Historic Preservation Committee, and the Jefferson Area Board for Aging; • under subsection (3), to discuss and consider the acquisition of real property both in the Scottsville Magisterial District and along Commonwealth Drive, Dominion Drive, each for a public purpose, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the County and the Board; • under subsection (8), to consult with legal counsel regarding specific legal matters requiring the provision of legal advice related to substantial risk orders and emergency substantial risk orders; and • under subsection (29), to discuss the negotiation of a public contract with the Charlottesville-Albemarle Society for the Prevention of Cruelty to Animals involving the expenditure of public funds, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the County and the Board. 	
	Note: Supervisor Pruitt left the meeting at 5:35 p.m. and returned at 6:10 p.m.	
12.	<p>Certify Closed Meeting.</p> <ul style="list-style-type: none"> • At 6:04 p.m., the Board reconvened into an open meeting and certified the closed meeting. 	
	<p>Non-Agenda. Resolution Approving an Agreement with the Charlottesville-Albemarle Society for the Prevention of Cruelty to Animals for Public Animal Shelter Services</p> <ul style="list-style-type: none"> • By a vote of 5:0:1 (Pruitt absent), ADOPTED Resolution Approving an Agreement with the Charlottesville-Albemarle Society for the Prevention of Cruelty to Animals for Public Animal Shelter Services 	<p><u>Clerk:</u> Forward copy of signed resolution to Finance and Budget, and County Attorney's office. (Attachment 10 and 11)</p> <p><u>County Attorney:</u> Provide Clerk with copy of fully executed agreement.</p>
13.	<p>Boards and Commissions:</p> <p>a. Vacancies and Appointments.</p>	<u>Clerk:</u> Prepare appointment/reappointment letters, update

<ul style="list-style-type: none"> • APPOINTED, Mr. Jonah Fielding to the Agricultural and Forestal Advisory Committee to a partial term ending on April 17, 2026. • APPOINTED, Mr. Brad Cogan to the Agricultural and Forestal Advisory Committee with said term to expire on April 17, 2027. • APPOINTED, Mr. Joseph Jones, and Ms. Ann Craddock to the Agricultural and Forestal District Advisory Committee with said terms to expire on April 17, 2028. • REAPPOINTED, Mr. Shawn Brydge, Mr. Michael Monaco, and Mr. Andrew Bowers to the Crozet Community Advisory Committee with said terms to expire on March 31, 2027. • APPOINTED, Mr. Frank Friedman to the Economic Development Authority as the Rio District representative to fill an unexpired term ending on January 19, 2026. • APPOINTED, Mr. Frank Friedman to the Equalization Board as the Rio Magisterial District representative, with said term to expire on December 31, 2025. • APPOINTED, Mr. Luke Roark to the Historic Preservation Committee with said term to expire on June 4, 2027. • APPOINTED, Ms. Novella Thompson and Ms. Jane Foy to the Jefferson Area Board for Aging with said terms to expire on March 31, 2027. 	<p>Boards and Commissions book, webpage, and notify appropriate persons.</p>	
<p>14. From the County Executive: Report on Matters Not Listed on the Agenda.</p> <ul style="list-style-type: none"> • There was none. 		
<p>15. Public Comment on: Matters Previously Considered or Currently Pending Before the Board (Other than Scheduled Public Hearings).</p> <ul style="list-style-type: none"> • <u>The following individuals spoke regarding equine trails at Biscuit Run Park:</u> <ul style="list-style-type: none"> • Victoria Veliky • Ann Wicks • Shawnee Baker • Liz King 		
<p>16. <u>Pb. Hrg.: Public Hearing on the County Executive's FY 2026 Recommended Budget.</u></p> <ul style="list-style-type: none"> • HELD. 		
<p>Recess. At 8:18 p.m., the Board recessed and reconvened at 8:31 p.m.</p>		
<p>17. <u>Pb. Hrg.: ZMA202300017, SP202300020, and SE202300041 Chestnut Grove Manufactured Home Park Community.</u></p> <ul style="list-style-type: none"> • By a vote of 5:1 (Mallek), SUSPENDED Rule 5(A)(4), pursuant to Board Rule 13(B). • Motion to adopt the resolution found in Attachment D of the Transmittal Summary to deny ZMA202300017 Chestnut Grove Manufactured Home Park for the reasons stated in the Staff Report FAILED by a vote 3:3 (Galloway, McKeel, Pruitt). • Motion to adopt the ordinance to approve ZMA202300017 Chestnut Grove Manufactured Home Park FAILED by a vote of 3:3 (Andrews, LaPisto-Kirtley, Mallek). • By a vote of 5:1 (McKeel), ADOPTED resolution to deny SP202300020 Chestnut Grove Manufactured Home Park Community. • By a vote of 6:0, ADOPTED resolution to deny SE202300041. 	<p>Clerk: Forward copy of signed resolutions to Community Development and County Attorney's office. (Attachments 12-13)</p>	

<p>17. From the Board: Committee Reports and Matters Not Listed on the Agenda. <u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Mentioned that she would send an email to Board members regarding the do not pave list and communication. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> Said that based on the MPO's (Metropolitan Planning Organization) projections, his understanding was that only \$50 million to \$60 million in projects may be approved, which was a stark contrast to their previous proposals, many of which were valued at over \$100 million. He further stated that VDOT was suggesting that localities may need to buy down these projects. He said that if his understanding was correct, the County needed to start working with their state delegation to find a more effective way to fund road projects. 		
<p>18. Adjourn to March 10, 2025, 3:00 p.m. Room 241.</p> <ul style="list-style-type: none"> The meeting was adjourned at 11:37 p.m. 		

ckb/tom

- Attachment 1 – Proclamation Celebrating CAAR's 100th Anniversary
- Attachment 2 – Proclamation Celebrating Women's History Month
- Attachment 3 – Resolution to Approve Additional FY 2025 Appropriations
- Attachment 4 – Resolution Approving the MOA with the Albemarle County Fire Rescue Foundation
- Attachment 5 – Draft MOA between the County and the Albemarle County Fire Rescue Foundation
- Attachment 6 – VDOT Resolution – Brookhill Subdivision Phase 1
- Attachment 7 – Resolution to Approve SE2024-00037 Woodbrook Apartments – Perimeter Landscape Buffer
- Attachment 8 – Resolution to Approve SE2025-00002 Woodbrook Apartments – Use Buffer
- Attachment 9 – Resolution to Approve SE-2025-00003 Rockfish Gap Turnpike Country Store
- Attachment 10 – Resolution Approving an Agreement with the CASPCA for Public Animal Shelter Services
- Attachment 11 – CASPCA Agreement
- Attachment 12 – Resolution to Disapprove SP202300020 Chestnut Grove MFD Home Park Community
- Attachment 13 – Resolution to Disapprove SE202300041 Chestnut Grove MFD Home Park Community

Proclamation Celebrating CAAR's 100th Anniversary

WHEREAS, since its establishment on June 22, 1925, The Charlottesville Area Association of REALTORS® (CAAR) has been the leading voice for real estate in Central Virginia. Today, CAAR represents more than 1,300 real estate professionals and affiliate members; and

WHEREAS, over the past century, CAAR has made significant contributions to the Albemarle real estate industry by advocating for the protection of private property rights and providing its members with the tools and technology needed to achieve expertise in serving the needs of their customers and clients; and

WHEREAS, reflecting on its past, the Association recognizes the profound changes it has made in recent years to embed diversity, equity, and inclusion into every aspect of its operations, and it remains committed to advancing these efforts in the future. The Association's commitment to professionalism and ethics has established it as a trusted and reliable resource in the real estate community; and

WHEREAS, CAAR members are deeply committed to enriching Albemarle's neighborhoods. The Association engages in a variety of educational programs and community service events each year, demonstrating a steadfast dedication to community development and welfare. This community engagement has helped foster a stronger, more vibrant Albemarle County.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Albemarle County Board of Supervisors, do hereby commend the Charlottesville Area Association of REALTORS® for their significant contributions to our community and extend a heartfelt "congratulations" for their 100 years of service to the residents of Albemarle County.

Signed this 5th day of March 2025.

Proclamation Celebrating Women's History Month

WHEREAS, Women's History Week originated in the United States in 1978, launched in California during the week of International Women's Day, and the movement spread across the country; and

WHEREAS, A consortium of women's groups and historians successfully lobbied for national recognition of the week honoring women's contributions to American history, until the first Presidential proclamation was issued by Jimmy Carter in 1980; and

WHEREAS, Subsequent presidents continued to proclaim a National Women's History Week until Congress passed a law in 1987 designating March of each year as Women's History Month, and authorized each President thereafter to issue an annual proclamation; and

WHEREAS, Albemarle County honors all the women, past and present, from our county, commonwealth and country whose invaluable contributions are often not recognized or recorded, and whose determination and leadership positively impacts our lives every day.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Albemarle County Board of Supervisors, do hereby acknowledge and commemorate the month of March 2025 as Women's History Month, with special recognition of the women who diligently lead our County to a brighter future for all.

Signed this 5th day of March 2025.

**RESOLUTION TO APPROVE
ADDITIONAL FY 2025 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That the FY 25 Budget is amended to increase it by \$1,255,352;
- 2) That Appropriations #2025031; #2025032; #2025033; and #2025034 are approved;
- 3) That the appropriations referenced in Paragraph #2, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2025.

**RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT WITH
THE ALBEMARLE COUNTY FIRE RESCUE FOUNDATION**

WHEREAS, the Albemarle County Fire Rescue Foundation (the "Foundation") founded and formed on January 7, 2025, as a Virginia nonstock, not-for-profit corporation;

WHEREAS, the mission of the Foundation is to provide resources, assistance, and recognition of the Albemarle County Fire Rescue Department and its members; and

WHEREAS, the Board finds it is appropriate to memorialize the Foundation's intentions and operating relationship with the County in a Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia, hereby approves the form of the Memorandum of Agreement attached hereto as Attachment A. The County Executive is authorized to execute and deliver the Memorandum of Agreement that is substantially in such form, containing such completions, omissions, insertions, and changes consistent with this resolution as approved by the County Executive and the County Attorney, whose approval shall be evidenced conclusively by their execution and delivery of the Memorandum of Agreement.



MEMORANDUM OF AGREEMENT
between
COUNTY OF ALBEMARLE, VIRGINIA
and
ALBEMARLE COUNTY FIRE RESCUE FOUNDATION

This Memorandum of Agreement (“MOA”) is made by and between the County of Albemarle, Virginia, a political subdivision of the Commonwealth of Virginia (“County”), and Albemarle County Fire Rescue Foundation, a not-for-profit Virginia nonstock corporation (“Foundation”).

WHEREAS, the County, through its Albemarle County Fire Rescue Department (“ACFR”), owns, operates, and maintains real estate, buildings, equipment, emergency response apparatus, and a variety of related property and operates a variety of operations, programs, trainings, and services independently and in support of the Albemarle County Coordinated Fire and Rescue System (“System”) and in mutual aid with other localities; and

WHEREAS, one of the County’s goals is to enhance the well-being and quality of life for all community members through the provision of the of the highest level of public service consistent with the prudent use of public funds; and

WHEREAS, ACFR's vision is to provide superior firefighting, emergency medical, and emergency management services, as well as related public safety services; and

WHEREAS, the Foundation was founded and incorporated on January 7, 2025, for the purposes of: providing resources, assistance, and recognition of the Albemarle County Fire Rescue Department and its members; and

WHEREAS, the Foundation operates as a legal entity separate from the County and is governed independently by a Board of Directors, the members of which are not employed by the County; and

WHEREAS, the County and the Foundation wish to cooperate to sustain and strengthen the successful operation, maintenance, and management of the provision of public safety response for firefighting, emergency medical services, emergency management efforts, and other programs for the health and safety of the County's residents and visitors by memorializing the Foundation's and the County's respective responsibilities.

NOW, THEREFORE, in consideration of the above and the mutual efforts of the County and Foundation, they agree as follows:

1. Operating Procedures.

- a.** In its efforts to obtain donations, the Foundation shall communicate the following information to prospective donors:
 - i.** the Foundation is a separate legal entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit, support, and enhancement of ACFR's existing, future, and planned activities, facilities, equipment, and properties;

- ii. the Foundation’s Board of Directors is responsible for the Foundation’s governance, including the recruitment of volunteers, planning and management of projects, and investing of its endowment and other funds; and
 - iii. funds donated to the Foundation in support of any of ACFR’s operations must be made to the Foundation and not to the County or ACFR.
- b. The Foundation agrees that in its efforts to solicit and accept donations of any kind, the Foundation shall:
 - i. coordinate its funding goals, programs, and campaigns with the County so that together the County and the Foundation can ensure the Foundation’s efforts align with (A) ACFR’s vision, mission, community needs assessment(s), priority projects, procedures and policies (collectively, “ACFR Guidance”), and (B) the County’s vision, mission, strategic plan, comprehensive plan, current and future master plans, and other internal plans, policies, and procedures (collectively, “County Guidance”);
 - ii. advise donors that any specified purpose, restriction, term, or condition the donor attaches to a donation requires written approval from the County prior to such donation being made or accepted; and
 - iii. advise donors that any donation that includes a financial or contractual obligation binding on the County, including ongoing and future maintenance or capital improvement commitments, requires written approval from the County’s Board of Supervisors or its designee prior to such donation being made or accepted.

- c.** When a donation is made for a particular purpose or with conditions or restrictions, the Foundation shall be responsible for reporting to the donor how the donation was used.
- d.** In its efforts to provide financial support and in-kind contributions and services to the County on behalf of ACFR, the Foundation agrees to:
 - i.** allow the County to use the Foundation's name and logo in materials intended to promote the cooperation between the County and the Foundation, to assist the Foundation in soliciting donations of any kind, and to promote Foundation programs, activities, events, and projects;
 - ii.** register and maintain registration with the U.S. Internal Revenue Service as a charitable, non-profit organization and meet all state and local charitable solicitation requirements, including registration with the Virginia Department of Agricultural and Consumer Services;
 - iii.** obtain all necessary permits, licenses, special insurance, equipment, and inspections for Foundation programs, activities, events, and projects, and pay all expenses incidental to the planning and conduct of such programs, activities, events, and projects;
 - iv.** plan, coordinate, and work with the County on specific programs, projects, and funding opportunities, which the parties contemplate may require additional agreements from time-to-time, both between the County and the Foundation, and among the County, the Foundation and third parties;
 - v.** be solely responsible for recruiting, enrolling, instructing, and managing its members, volunteers, and contractors;

- vi.** plan, coordinate, and work with the County on fundraising activities, including those activities to occur on County properties;
 - vii.** expend donations, both financial and in-kind, in support of Foundation operations and in furtherance of Foundation programs, activities, and projects, and events that are intended to benefit ACFR; and
 - viii.** upon dissolution, apply all remaining funds designated to support a specific site, program, or project to the County to be used as designated for support of ACFR operations.
- e.** In consideration of the Foundation's contributions to and support of the ACFR, the County shall assist the Foundation, subject to and in alignment with ACFR Guidance and County Guidance, as follows:
 - i.** advise the Foundation of a liaison or liaisons from the County to the Foundation, designated by the County Executive, to facilitate communications and to attend meetings of the Foundation's Board of Directors;
 - ii.** suggest potential donors and grant sources to the Foundation;
 - iii.** coordinate with the Foundation in its efforts to obtain grant awards appropriate to ACFR;
 - iv.** allow the Foundation to use the County's name (but not its seal) and ACFR's name and logo in its promotional and fund-raising materials, subject to the prior written approval of the County;
 - v.** allow the Foundation to apply for special event permits to conduct fundraising programs and activities on County properties in

- coordination with the County without having to pay the County's special event permit application fees or County site/room reservation fees; and
- vi. obtain the approval of the County Board of Supervisors of any grant or donation, including an in-kind donation of goods or services, in an amount equal to or greater than \$500,000.00 (the County Executive being expressly authorized, in the exercise of the County Executive's discretion, to accept any grant or donation less than \$500,000.00).

2. Record Keeping.

- a. All Foundation correspondence, financial records, donor and prospective donor information, and records of every kind belong exclusively to and under the control of the Foundation. The Foundation must maintain such information and records separate and apart from all County records.
- b. The Foundation shall maintain publicly available, updated, and current copies of its articles of incorporation, bylaws, and amendments to such governing documents. The Foundation shall provide to the County a photocopy of its IRS Form 990 (Return of Organization Exempt from Income Tax) without any accompanying documentation disclosing the names of any specific Foundation donors.
- c. The Foundation shall prepare and reconcile on an annual basis a Treasurer's Report, which it will share with the County. Additionally, the Foundation will provide annually to the County a financial report prepared in accordance with *Statements of Financial Accounting Standards 117* (Financial Statements for Not-for-Profit Organizations). This financial report must be provided to the

County on or before June 30 of each year, but it shall not contain any information disclosing the names of any specific Foundation donors.

- d. Nothing in this MOA shall be construed to preclude the County from disclosing any records as and to the extent required by the Virginia Freedom of Information Act.

3. No Agency, Partnership, or Employment Relationship.

This MOA does not create a partnership between the Foundation and the County and creates no rights or duties arising from a partnership. Neither does this MOA create an agency relationship between the Foundation and the County. No rights of or entitlement to employment between the parties and their respective officers, directors, employees, agents, members, or volunteers arise by virtue of this MOA.

4. Insurance, Indemnification, and Hold Harmless.

- a. Prior to the commencement of any project or the conduct of any special event on County property, the Foundation shall provide to the County a certificate of insurance evidencing maintenance by the Foundation of (i) commercial general liability insurance, in an amount not less than \$1,000,000.00, covering all of the Foundation's operations relating to the performance (A) by the Foundation and its officers, directors, employees, agents, members, and volunteers of work under this MOA on County property, and (B) by the Foundation of its other obligations under this MOA, and (ii) directors and officers liability insurance, in an amount acceptable to the County. The County and its officers, employees, and agents shall be named as additional insureds. The certificate of insurance must provide, in a substantially similar form, that the insurance covered by the certificate shall not be canceled or materially altered except after thirty (30)

days written notice provided to and received by the County. Such insurance coverage shall be primary and noncontributory. The Foundation defends, indemnifies, and holds harmless the County and its officers, employees, and agents from claims, suits, liability, damage, and expenses of any kind that might arise from the Foundation's or its officers', directors', employees', agents', members', or volunteers' negligence, recklessness, or intentional misconduct or the Foundation's failure to perform its obligations under this MOA. The provisions of this section shall survive termination of this MOA as to acts or omissions occurring prior to the effective date of termination. Nothing in this MOA shall be construed to waive or limit the County's sovereign immunity or to waive or limit any immunity the Foundation may enjoy under Virginia law as a charitable non-profit organization or by virtue of its work on County property. By signing this MOA, the Foundation certifies that, as of the date of this MOA, it has no employees and is not subject to Workers' Compensation Insurance requirements under Title 65.2 of the Code of Virginia, 1950, as amended. If at any time hereafter the Foundation becomes subject to such Workers' Compensation Insurance requirements, then it must certify in writing its compliance with such requirements and provide to the County written verification of Workers' Compensation Insurance coverage.

- b.** If the Foundation organizes and provides services to the County under this MOA, the Foundation shall require all of its officers, directors, employees, agents, members and volunteers who provide such services under this MOA to sign an Assumption of Risk, Release of Liability, and Indemnification Agreement (each a "Release Form" and collectively, the "Release Forms")

before providing such services. The Foundation must maintain all original Release Forms for at least three (3) years after the conclusion of a project covered by such Release Form and provide to the County a true copy or copies upon request. Parents, guardians, or legal custodians of members and volunteers under the age of eighteen (18) years must sign Release Forms on their own behalf and on behalf of the minor member or volunteer participating hereunder.

5. Term.

This MOA becomes effective upon execution by all parties. The initial term of this MOA shall expire on December 31, 2029. It may be renewed for subsequent five-year terms upon the written consent of both parties.

6. Termination.

Either party may terminate this MOA in whole or in part at will by delivering to the other party written notice of termination at least ninety (90) days prior to the effective date of any such termination.

7. Dispute Resolution.

If a dispute as to any provision of this MOA arises or if either party materially breaches or fails to perform its obligations under this MOA, the other party may give written notice of the dispute or material breach. The parties will meet to resolve the dispute or material breach within thirty (30) days of receipt of the notice. If the parties fail to resolve the dispute within sixty (60) days of such notice or a longer time upon which the parties might agree, the parties will enlist the services of a mediator to resolve the dispute.

8. Notice.

Any notice or notices required or permitted to be given under this MOA shall be given by certified mail, postage prepaid, to the following at the noted addresses. Any notice or notices provided shall also be delivered in a pdf format by email.

To the County: Albemarle County Fire Rescue
460 Stagecoach Rd.
Charlottesville, Virginia 22902
Attention: Chief Dan Eggleston
Email: deggleston@albemarle.org

with a copy to: County of Albemarle
401 McIntire Road
Suite 228
Charlottesville, Virginia 22902
Attention: County Executive
Email: jrichardson3@albemarle.org

To the Foundation: Albemarle County Fire Rescue Foundation
323 2nd Street SE, Suite 900
Charlottesville, Virginia 22902
Attention: Valerie W. Long, Registered Agent
Email: vlong@williamsmullen.com

9. Mechanic's Liens.

During the term of this MOA, the Foundation will promptly remove or release any mechanic's or materialman's lien attached to or on any County property or any portion by reason of any act or omission of the Foundation, its contractors or its agents in connection with any activity performed by the Foundation. The Foundation will hold harmless the County and its officers, employees, agents, and volunteers from any such lien or claim of lien. This provision shall survive termination, cancellation, or expiration of this MOA.

10. No Funding Obligations.

This MOA creates no fiscal or funding obligation on either party. Nothing in this MOA shall be construed to require either party, the Albemarle County Board of Supervisors, the Board of Directors of the Foundation, or any affiliate, agency, or department of the parties or respective boards to obligate or expend funds.

11. Ownership of Improvements.

Unless the parties otherwise agree in writing, all improvements made under this MOA belong to and are owned by the County. The parties intend all immunities provided for under Virginia common law and the Virginia Code, as amended, from liability for damages arising from the installation, maintenance, and operation of any improvement permitted herein, shall apply fully and without limitation.

12. Modification, Amendment, and Waiver.

There may be no modification to this MOA except in a writing executed by the authorized representatives of the Foundation and the County.

13. Severability.

Any provision of this MOA which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the MOA's remaining provisions.

14. Governing Law and Venue.

This MOA and all matters related hereto shall be governed exclusively by the laws of the Commonwealth of Virginia and all questions arising with respect to the validity, interpretation, obligations, or performance under and pursuant to this MOA shall be determined in accordance with such laws. The Foundation shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted in

the performance of its obligations set forth in this MOA. Any and all suits for any claim or for any and every breach of duty arising out of this MOA shall be maintained in the appropriate court of competent jurisdiction in the County of Albemarle, Virginia.

15. Entire Agreement.

This writing constitutes the entire agreement of the parties.

16. Participation in Similar Activities.

This MOA is non-exclusive in that it does not restrict either party from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives as of the latest date noted below.

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Jeffrey B. Richardson
County Executive

Date

Approved as to form:

County Attorney

ALBEMARLE COUNTY FIRE RESCUE FOUNDATION

By: Valerie W. Long
Valerie W. Long
Director

February 17, 2025
Date

The Board of County Supervisors of Albemarle County, Virginia, in regular meeting on the 5th day of March, 2025, adopted the following resolution:

R E S O L U T I O N

WHEREAS, the street(s) in **Brookhill Subdivision Phase 1**, as described on the attached Additions Form AM-4.3 dated **March 5th, 2025**, fully incorporated herein by reference, is shown on plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle Board of County Supervisors requests the Virginia Department of Transportation to add the street(s) in **Brookhill Subdivision Phase 1**, as described on the attached Additions Form AM-4.3 dated **March 5th, 2025**, to the secondary system of state highways, pursuant to §33.2-705, Code of Virginia, and the Department's Subdivision Street Requirements; and

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

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

* * * * *



In Albemarle County

by Resolution of the governing body adopted 3/5/2025

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes to the secondary system of state highways.

Report of Changes in the Secondary System of State Highways

Project/Subdivision: **Brookhill Ph 1**

CHANGE TYPE	RTE NUM & STREET NAME	CHANGE DESCRIPTION	FROM TERMINI	TO TERMINI	LENGTH	NUMBER OF LANES	RECORDATION REFERENCE	ROW WIDTH
Addition	Rt. 1941 - Archer Avenue	New subdivision street §33.2-705	Center of Traffic Circle	339' North to ESM	0.06	2	DB 5121/644	93.00
Addition	Rt. 1941 - Archer Avenue	New subdivision street §33.2-705	Int Rte 643 Polo Grounds Road	1567' North to center of Traffic Circle	0.30	2	DB 5121/644	109.00
Addition	Rt. 1942 - Stella Lane	New subdivision street §33.2-705	Rte 29 Seminole Trail	736' East to center of Traffic Circle	0.14	2	DB 5121/644	109.00
Addition	Rt. 1942 - Stella Lane	New subdivision street §33.2-705	Center of Traffic Corcle at Stella and Archer	119' East to ESM	0.02	2	DB 5121/644	105.00

**RESOLUTION TO APPROVE SE2024-00037
WOODBROOK APARTMENTS- PERIMETER LANDSCAPE BUFFER**

WHEREAS, upon consideration of the staff reports prepared for SE2024-00037 Woodbrook Apartments Perimeter Landscape Buffer and the attachments thereto, including staff's supporting analysis, any comments received, and all relevant factors in Albemarle County Code §§ 18-8.5.5.3(c) and 18-33.9(A), the Albemarle County Board of Supervisors hereby finds that the proposed variation:

- (i) is consistent with the goals and objectives of the comprehensive plan;
- (ii) does not increase the approved development density or intensity of development;
- (iii) does not adversely affect the timing and phasing of development of any other development in the zoning district;
- (iv) does not require a special use permit; and
- (v) is in general accord with the purpose and intent of the approved application.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves a variation to allow a dumpster to be relocated from the adjacent Parcel ID 04500-00-00-091B1+ onto one of the 6' perimeter landscaping areas required on the application plan for Woodbrook Apartments.

**RESOLUTION TO APPROVE SE2025-00002
WOODBROOK APARTMENTS - USE BUFFER**

WHEREAS, upon consideration of the staff reports prepared for SE2025-00002 Woodbrook Apartments - Use Buffer and the attachments thereto, including staff's supporting analysis, any comments received, and all relevant factors in Albemarle County Code §§ 18-21.7(c) and 18-33.9(A), the Albemarle County Board of Supervisors hereby finds that:

- (i) the developer or subdivider has demonstrated that grading or clearing is necessary or would result in an improved site design;
- (ii) minimum screening requirements will be satisfied; and
- (iii) existing landscaping in excess of minimum requirements will be substantially restored;

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves a special exception to disturb the 20-foot use buffer required by County Code § 18-21.7(c) on the subject parcel, subject to the conditions attached hereto.

* * * * *

SE 2025-0002 Woodbrook Apartments Use Buffer Conditions

1. Development of the use must be in general accord with the conceptual plan titled, "Woodbrook Crossing: Special Exception Plan," drawn by Collins Engineering, dated 12-30-2024. To be in general accord, development must reflect the following major elements essential to the design of the development:
 - a. The location for access to the proposed dumpster within the 20' use buffer.
 - b. The location of the three parking spaces within the 20' use buffer.
2. Disturbance of the use buffer is limited to access to the proposed dumpster and the relocation of three parking spaces.
3. The entirety of the undisturbed 20' use buffer must be screened in accordance with County Code § 18-32.7.9 (Landscaping and Screening).

**RESOLUTION TO APPROVE SE-2025-00003
ROCKFISH GAP TURNPIKE COUNTRY STORE**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE-2025-00003 Rockfish Gap Turnpike Country Store application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the relevant factors in Albemarle County Code §§ 18-5.1 and 18-33.9, the Albemarle County Board of Supervisors hereby finds that a modified regulation would serve the public health, safety, or welfare, or satisfy the purposes of the Zoning Ordinance to at least an equivalent degree as the specified requirement.

NOW, THEREFORE, BE IT RESOLVED, that in association with the SE-2025-00003 Rockfish Gap Turnpike Country Store application, the Albemarle County Board of Supervisors hereby grants a special exception to increase the permitted square feet gross area for a class A country store at 6701 Rockfish Gap Turnpike to approximately 5,600 square feet, provided that all structures and uses associated with the subject class A country store must be located on the same parcel.

**RESOLUTION APPROVING AN AGREEMENT WITH THE CHARLOTTESVILLE-
ALBEMARLE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS FOR
PUBLIC ANIMAL SHELTER SERVICES**

WHEREAS, the Board finds it is in the best interest of Albemarle County to enter into an agreement with the Charlottesville-Albemarle Society for the Prevention of Cruelty to Animals to provide public animal shelter services for the County.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves entering an agreement with the Charlottesville-Albemarle Society for the Prevention of Cruelty to Animals to provide public animal shelter services for Albemarle County and authorizes the County Executive to sign an agreement once the agreement has been approved as to form and content by the County Attorney.

AGREEMENT FOR PROVISION OF ANIMAL SHELTER SERVICES

THIS AGREEMENT FOR THE PROVISION OF ANIMAL SHELTER SERVICES (this "Agreement") is made as of this 31st day of March, 2025, by and among the CHARLOTTESVILLE-ALBEMARLE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (the "SPCA"), a Virginia nonstock corporation (SCC No. 00115279), located at 3355 Berkmar Drive, Charlottesville, Virginia; the COUNTY OF ALBEMARLE, VIRGINIA (the "County"), a political subdivision of the Commonwealth of Virginia; and the CITY OF CHARLOTTESVILLE, VIRGINIA, a body politic and corporate (the "City", and together with the SPCA and the County, the "Parties"). The City and the County are hereinafter also referred to individually as a "local governing body," and collectively as the "local governing bodies".

In consideration of the mutual covenants herein contained, and subject to the terms and conditions herein set forth, the parties mutually covenant and agree as follows:

I. Purpose and Scope

The local governing bodies are required to maintain or cause to be maintained a public animal shelter and to provide certain public shelter services, pursuant to § 3.2-6546 of the Code of Virginia (1950), as amended, and regulations and guidelines established by the Virginia Department of Agriculture and Consumer Services, together with other applicable laws and regulations, including the local governing bodies' ordinances ("applicable law"). SPCA agrees to provide all required services for a public animal shelter, in addition to those services included in this Agreement ("Shelter Services"), according to applicable law, on behalf of the City and County. All Shelter Services will be provided at the SPCA facility, located at 3355 Berkmar Drive, Charlottesville, Virginia (the "Facility"), unless otherwise expressly agreed. SPCA, a Private Animal Shelter operating for the same purpose as a Public Animal Shelter under this Agreement with the City and County, will be registered with the Virginia Department of Agriculture and Consumer Services under the Public Shelter Designation for the duration of this Agreement.

II. Term and Pricing.

- A. Term of Agreement. Upon full execution, this Agreement replaces in its entirety the agreement among the Parties, dated November 6, 2009. The initial term of this Agreement shall be for three (3) years ("Initial Term"), commencing as of March 16, 2025 (the "Commencement Date"). The first "year" of the Initial Term will be from March 16, 2025-June 30, 2026. Every term year thereafter will be from July 1, 202x-June 30, 202x+1 to follow the fiscal year schedule. The City and/or County have the exclusive option to renew this Agreement for two additional one-year terms beyond the Initial Term ("Renewal Term(s)"). In order to exercise the option to renew, the City or County or both must provide timely notice, as set forth in Section II.D., below.

B. Termination. Any Party may terminate this Agreement for any reason by providing no less than 12 months' written notice to the persons identified in Section XI. Notice of termination by one of the Parties shall only terminate the agreement with such Parties as indicated in the Notice of Termination. The agreement shall remain in force with respect to any Parties not subject to the noticed termination.

C. Contract Pricing. In consideration for the Shelter Services to be provided by the SPCA hereunder, the City and County each shall pay to the SPCA the following amounts (the "Annual Fees") according to their official census population¹ calculation for the respective year:

Initial Term: Year 1 (March 16, 2025-June 30, 2026): \$13.00/capita²;

Year 2 (July 1, 2026-June 30, 2027): \$16.00/capita; and

Year 3 (July 1, 2027-June 30, 2028): \$17.50/capita.

Renewal Term(s), if exercised:

Year 4 (July 1, 2028-June 30, 2029): \$19.00/capita; and

Year 5 (July 1, 2029-June 30, 2030): \$20.00/capita.

Payment of Annual Fees shall be made in quarterly installments during each term year and may be paid in advance at the option of the local governing bodies. With Year 1 traversing 472 days, installments shall be made over five periods and may be paid in advance at the option of the local governing bodies.

D. Notice of Intent to Exercise Option to Renew. In order for the local governing bodies, or either local governing body to exercise its option to renew this Agreement, written notice of intent to renew must be delivered pursuant to Section XI of this Agreement no less than 12 months prior to the expiration of the last year of the Initial Term, or no less than 12 months prior to the expiration of a Renewal Term.

III. Shelter Services.

A. Definitions:

1. "Shelter Services" shall mean the impoundment and care of Animals delivered to the Facility, as more particularly described in Exhibit A, attached hereto and made a part hereof. Whether expressly stated, this term will

¹ For purposes of this Agreement, the "official census population" shall refer to the most recent estimate of the population for the City and the County, as applicable, as published by the U.S. Census Bureau utilizing the American Community Survey 5-Year Population Data. The most recent American Community Survey 5-Year Population Data as of ratification of this Agreement is the 2023 population estimate.

² Based on the current US Census Bureau population figures for the County (113,683) and the City (45,863), the County's Year 1 fee will be \$1,477,879 (113,683 x \$13) and the City's fee will be \$596,219 (45,863 x \$13).

include services in compliance with all relevant laws and ordinances in effect for a public animal shelter;

2. "Animal" or "Animals" shall mean dogs, cats, and other companion animals as defined in § 3.2-6500 of the Code of Virginia (1950), as amended; owned companion animals found running at large, surrendered in the field, or impounded; companion animals found by the public within the jurisdiction of the local governing bodies; and dogs surrendered to the shelter by rightful owners residing within the jurisdiction of the local governing bodies; and
3. "Impound agents" shall mean animal control and protection officers, public safety officers, and any other agents of the local governing bodies who deliver Animals to the Facility.

B. Services Provided:

The SPCA shall provide Shelter Services for all Animals delivered to the Facility by the County's and City's respective Impound Agents. Except as otherwise expressly provided in this Agreement, or as required by applicable law, the manner in which Shelter Services are provided, including, without limitation, the hours of operation and staffing of the Facility, and the decision whether and when to euthanize any Animal while in its custody and is not subject to any stray, bite quarantine, or protective custody holds, including evidentiary holds, shall be in the sole reasonable discretion of the SPCA. Any Animal impounded, confined, and held in the custody of the Public Animal Shelter under this Agreement shall be subject to the responsible locality's determination as to any lawful disposition during any hold and prior to the lawful transfer or release of such Animal to any other humane society, animal shelter, or other releasing agency. The City and County retain the right to request the euthanasia of any Animal deemed to pose a public safety or public health risk. Should the SPCA not agree to euthanize the Animal(s) at the request of the City and/or County, the City and/or County shall have the right to exercise the option to remove and dispose of the Animal(s) from the Facility for which Shelter Services are being provided pursuant to this Agreement.

IV. Responsibilities of the SPCA. The SPCA shall provide Shelter Services, as described in Exhibit A. In addition, the SPCA will:

- A. Prepare and provide to the local governing bodies copies of an annual audit and an annual budget;
- B. Cause its Executive Director or their designee to meet with representatives of the local governing bodies before the end of each Agreement Year, or at such other date mutually agreed by the Parties, to discuss the annual audit and the annual budget;
- C. Retain at all times copies of the books and records relating to this Paragraph IV for the Term of this Agreement, provide notice of the intent to destroy records from 2019 and after related to and arising from services provided under the prior

agreement, and provide a reasonable opportunity for the City and County to request copies of such records.

- C. At any reasonable time(s) and upon reasonable prior request, provide to the local governing bodies and their respective authorized agents, access to such books and records as may be necessary for the local governing bodies to confirm that the SPCA is complying with the provisions of this Agreement;
 - D. Comply with all current and future laws and regulations governing public animal shelters;
 - E. Bear responsibility for any fines imposed by any regulatory body for any failure to comply resulting from the SPCA's action or inaction. The SPCA shall not bear any responsibility for fines imposed based on the action or inaction of Impound Agents or other agents of the local governing bodies. The SPCA, however, assumes responsibility for the treatment of any Animal upon the lawful delivery and transfer of custody of such Animal to the Public Animal Shelter by an Impound Agent.
 - F. Assume any costs associated with the SPCA maintaining compliance with all laws and regulations.
- V. Responsibilities of Local Governing Bodies. The local governing bodies shall pay the Annual Fees, as provided herein. In addition, the local governing bodies will:
- A. Deliver to the Facility Animals confiscated for "running at large" in the County/City;
 - B. Designate a supervising County/City official to whom the SPCA may deliver routing communications, notifications, and any other requests or information;
 - C. Require Impoundment Agents to comply with the SPCA's check-in procedures and all other written, reasonable rules and regulations of the SPCA, provided that any rules and regulations affecting the provision of Shelter Services do not, in the reasonable judgment of the local governing bodies, impair the provision of Shelter Services under this Agreement.
 - D. Require Impoundment Agents to comply with applicable law in handling and delivery of Animals to the Facility;
 - E. In the case of owned Animals surrendered to an Impound Agent for disposal, provide an admittance form complying with applicable law, with the owner's signature;
 - F. In the case of any dead Animal, as defined in this Agreement, provide a photograph of the Animal, as well as a written description of the animal, location found, and probable cause of death. In the event the Animal is being held as evidence, deliver such Animal to the area established by the SPCA for holding. Additionally, provide the case number and contact information for the responsible law enforcement or legal officer. If such Animal is deceased, the Animal will be held in the SPCA freezer until the evidence hold has been released. The SPCA shall be promptly notified by responsible law enforcement or legal officers upon the release of any evidence hold.

- G. For any Animal delivered to the Facility by an Impound Agent after a bite incident, the Impound Agent will provide, in writing, the owner's name (if known, contact information) and any information known to the Impound Agent regarding the circumstances of the bite and animal outcome information, and notify the local office of the Virginia Department of Health;
 - H. For any Animal delivered to the Facility by an Impound Agent with aggressive behavior or any other serious behavioral issue known to or described to an Impound Agent, provide such information, in writing, on the SPCA admission form. The Impound Agent shall notify the SPCA if the Animal's owner will be or has been charged or has been found guilty of any laws regarding dangerous or vicious animals. In the event the owner is not seeking to appeal the decision or is unable to meet the restrictions, Impound Agents will notify the Animal's owner or custodian that they will have their pet euthanized either by a private veterinarian or the animal shelter. If the latter, surrender paperwork must be provided to the SPCA as soon as possible and prior to the animal being euthanized.
 - I. Provide reasonable advance notice, when practicable, to the SPCA in cases of a large number of Animals confiscated or impounded from one situation (a large number shall be greater than 10 Animals); and,
 - J. Exercise best efforts to resolve any disagreement regarding the implementation of this Agreement by consulting with the Executive Director of the SPCA.
- VI. Default. Failure by either of the local governing bodies to pay any installment of the Annual Fees or any other sum due under this Agreement within forty-five (45) days following the date on which such payment is due shall constitute a default hereunder as to the non-paying local government body. Failure by the local governing body to cure such payment default, or failure by either a local governing body or the SPCA to cure any other material breach of this Agreement, including any material breach of the audit provisions of paragraph 4 of this Agreement, within forty-five (45) days following receipt of written notice thereof, may result in termination of this Agreement, as to the defaulting party or parties, at the election of the non-defaulting party.
- VII. Insurance. The SPCA shall maintain sufficient insurance to protect itself and the local governing bodies from any claims that may arise from the operation of the Facility pursuant to this Agreement. Such insurance shall meet or exceed the minimum coverage requirements reasonably established by the local governing bodies and may be provided by commercial carriers or by self-insurance or by any combination of the two by certificate from the insurance provider, naming the local governing bodies as additional insureds. Proof of such coverage shall be provided to the local governing bodies upon request.
- VIII. Indemnification. The SPCA shall be responsible for, shall defend against and shall indemnify and hold the County Indemnitees and City Indemnitees (as hereinafter defined) harmless from and against, any and all lawsuits, claims, demands, losses, or actions made or taken against any of the County or City Indemnitees based upon, arising

from, or incident to the decisions and/or actions of the SPCA or any of its officers, directors, employees, agents, or volunteers to the extent any such lawsuits, claims, demands, losses, or actions arise from any failure of the SPCA to meet its obligations in accordance with Chapter 65, Title 3.2 of the Code of Virginia, as amended, (Virginia Code § 3.2-6500, et seq.) which details provisions for adequate care, shelter, exercise, feed, space, and water. For purposes hereof, the "County Indemnitees" shall mean, collectively, the County and its Board of Supervisors, employees, representatives, officials, and agents; the "City Indemnitees" shall mean the City and its Council, employees, representatives, officials, and agents.

- IX. Assignment. No party shall assign or transfer all or any part of its right, title, or interest in this Agreement, without the prior written consent of the other parties.
- X. Governing Law. This Agreement shall be governed by the laws and regulations of the Commonwealth of Virginia.
- XI. Notices. All notices required to be given under this Agreement shall be delivered, by first-class registered mail, as follows:

To the SPCA: Charlottesville-Albemarle SPCA
 3355 Berkmar Drive
 Charlottesville, VA 22901
 Attn: Executive Director

To the County: County of Albemarle
 401 McIntire Road
 Charlottesville, VA 22902
 Attn: County Executive

To the City: City of Charlottesville
 605 E. Main St.
 Charlottesville, VA 22902
 Attn: City Manager

- XII. Complete Agreement, Amendments. This Agreement constitutes the final expression of the parties and supersedes all previous agreements and understandings, written or oral, relating to the rights and responsibilities of the Parties hereunder for the time period covered hereby. This Agreement may not be altered, amended, or modified except by written instrument executed by duly authorized representatives of the Parties.
- XIII. Non-Appropriation. In accordance with Virginia Code § 15.2-2506, the County's or the City's obligation to pay any Annual Fee or other sum due hereunder shall be subject to


the respective locality's governing body appropriating adequate funds. In the event a local governing body does not appropriate funds due or expected to become due under this Agreement, the non-appropriating local governing body must notify the SPCA immediately and this Agreement will terminate as to that non-appropriating locality upon the exhaustion of appropriated funds without penalty or expense to the non-appropriating locality. The non-appropriating local governing body shall be obligated to pay the SPCA for services rendered only to the extent for which funds have been appropriated. To the extent permitted by the Constitution of Virginia and Virginia statute, neither the City nor the County shall fail to appropriate adequate funds with the intent and for the purpose of prematurely terminating this Agreement or in an attempt to alter the terms thereof.

- XIV. Board Representation. The local governing bodies shall each be permitted to appoint one individual to serve at the pleasure of the appointing local governing body as a Director on the SPCA Board of Directors subject to SPCA Director term lengths, term limits, and compliance with Bylaws and general Board policies. Notwithstanding the foregoing, Board representatives appointed by the City and County shall be exempt from any fundraising or contribution requirements as well as any requirements to serve on committees.

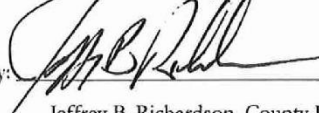
IN WITNESS WHEREOF, the parties do hereby set forth their signatures and do hereby represent that the individuals who have executed this Agreement have been duly authorized to bind the local governing bodies and the SPCA, respectively, to the terms and conditions hereof.

[Signature page follows]

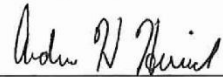
CHARLOTTESVILLE-ALBEMARLE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS ("SPCA")

By: 
Libby Jones, Executive Director


COUNTY OF ALBEMARLE, VIRGINIA ("COUNTY")

By: 
Jeffrey B. Richardson, County Executive

Approved as to form:

By: 
County Attorney

CITY OF CHARLOTTESVILLE, VIRGINIA ("CITY")

By: 
Samuel Sanders, Jr., City Manager

Approved as to form:

By: 
City Attorney

EXHIBIT A

Description of Shelter Services

Shelter Services to be provided by the SPCA:

- Impoundment services for all Animals delivered by the City/County Impound Agents or City/County residents; to include all Animals surrendered directly to Impound Agents and protective custody cases, stray and return to owner/guardian services, bite quarantine, dangerous animal holding, and all other holds as required by applicable laws and regulations;
- Owner surrender services for all Animals delivered by City/County residents during business hours, provided appropriate space is available for such Animal. As is appropriate, efforts will be made to assist owners in rehoming or disposing their Animal themselves so as not to incur additional shelter expense. Surrender for euthanasia will be considered on a case-by-case basis as approved by the Directors of Operations or Veterinary Services;
- Euthanasia services when shelter veterinarians are onsite for all Animals and wildlife delivered by City/County Impound Agents that cannot be safely euthanized in the field;
- Veterinary, Adoption, Foster & Animal Care services to shelter residents in compliance with Virginia Code and Virginia Department of Agriculture and Consumer Services regulations;
- Facility access to City and County public safety officials as needed outside of normal business hours;
- Provide response to all free-roaming cat calls, along with education, resources, and trap-neuter-return services, supporting City and County residents to mitigate the spread of disease and control cat overpopulation;
- Transport from and reimbursement to contracted emergency vets for stabilizing care for sick/injured stray Animals delivered by Good Samaritans after hours;
- Maintain a dedicated public animal shelter intake area where dog and cat runs or cages are available to Impound Agents for temporary intake delivery and custody transfer, such area subject to advance approval by the Virginia Department of Agriculture and Consumer Services.
- Low-cost veterinary services to low-income City/County residents to the extent operationally viable to do so. Such services shall be dependent on veterinary availability;

- Provide timely updates regarding policy, procedures, or protocols relating to public Shelter Services and provide a process for informal and formal input/feedback;
- Provide resources and training for Impound Agents to review in the event that they are not familiar with SPCA Shelter operating procedures and protocols. The designated intake area will have clearly posted signage indicating required intake procedures and all required forms;
- At the request of an Impound Agent at the time of, or within 48 hours, of impoundment, provide detailed veterinary assessments of impounded Animals for the purposes of animal welfare investigations;
- For Animals held as evidence or pending further investigation or trial, the shelter shall place the animals on "Protective Custody." Animals impounded on Protective Custody will be handled, cared for, and vaccinated in accordance with all applicable laws. The Impound Agent will provide as much detail and instructions as possible upon delivery and will provide timely updates to shelter staff. No Animal will be removed from Protective Custody or be subject to elective or non-emergency surgery without authorization from the Impound Agent or their supervisor;
- Maintain and publicize hours of operation. Establish reasonable business hours to accommodate stray and redemption services for members of the public in accordance with applicable law and Virginia Department of Agriculture and Consumer Services standards;
- Allow Impound Agents reasonable access to applicable shelter records and shelter record software;
- Respond in a timely manner to animal care or welfare concern brought to shelter management's attention by an Impound Agent. Additionally, respond in a timely manner to any regulatory violation based upon, arising from, or incident to the decisions and/or actions of the SPCA or any of its officers, directors, employees, agents, or volunteers, pay any and all related fines associated with any regulatory violation, and be responsible for any costs associated with regaining and maintaining compliance with any regulatory requirements;
- Impound Agents are responsible for accurately completing all required impoundment forms and intake protocols. The SPCA will notify representatives for the City and the County of any regulatory violation, potential or incurred, as a result of non-compliance.
- Develop and maintain an emergency evacuation plan for shelter residents. An SPCA representative will be made available to the City or the County to consult on local

community emergency evacuation and disaster overflow plans that may include routine tabletop exercises relating to Animal impoundment or evacuation during a crisis, emergency, or disaster;

- The shelter will ensure that all Animals adopted and redeemed have all applicable vaccinations, identification, and alteration as provided in Virginia law and Regulations and local City/County ordinances. Any exceptions will be clearly documented in the Animal's record. If follow-up is required, it will be reported to the City and County representatives in a timely manner;
- In the event Impound Agents have the need to temporarily borrow supplies, it must be on a request-only basis and such agents will be required to return the borrowed items in the same condition in which they were borrowed (e.g., cleaned and sanitized, unbroken, etc.). General disposable or consumable supplies should be procured by the responsible local government as needed for Impound Agents during the course of their work;
- All Parties will exercise best efforts to resolve any disagreement regarding the implementation of this Agreement and updates to any applicable policies and protocols by consulting with the designated representative of the SPCA and each jurisdiction's Impound Agents.

**RESOLUTION TO DISAPPROVE SP202300020
CHESTNUT GROVE MANUFACTURED HOME PARK COMMUNITY**

WHEREAS, upon consideration of the staff report prepared for SP202300020 Chestnut Grove Manufactured Home Park Community, the recommendation of the Planning Commission, the information presented at the public hearing, any comments received, and all of the unfavorable factors identified by staff relevant to the proposed special use permit in Albemarle County Code 18-33.8(A), the Albemarle County Board of Supervisors hereby finds that the proposed special use would:

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

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby disapproves SP202300020 Chestnut Grove Manufactured Home Park Community.

**RESOLUTION TO DISAPPROVE SE202300041
CHESTNUT GROVE MANUFACTURED HOME PARK COMMUNITY**

BE IT RESOLVED that, upon consideration of the staff reports prepared in conjunction with the special exception request and the attachments thereto, including staff's supporting analysis, the Planning Commission's recommendation of denial, all of the comments received, and all of the factors relevant to the proposed special exception in Albemarle County Code §§ 18-5.1 and 18-33.9, the Albemarle County Board of Supervisors finds that modified regulations would not satisfy the purposes of the Zoning Ordinance to at least an equivalent degree as the applicable requirements.

WHEREUPON, the Albemarle County Board of Supervisors hereby disapproves the Chestnut Grove Manufactured Home Park Community special exception application (SE202300041).