

<p style="text-align: center;">ACTIONS Board of Supervisors Meeting of May 17, 2023</p>		
		May 18, 2023
AGENDA ITEM/ACTION	ASSIGNMENT	VIDEO
1. Call to Order. <ul style="list-style-type: none"> Meeting was called to order at 3:00 p.m., by the Chair, Ms. Price. All BOS members were present. Also present were Trevor Henry, Steve Rosenberg, and Claudette Borgersen. 		Link to Video
4. Adoption of Final Agenda. <ul style="list-style-type: none"> Added resolution to Appoint an Interim Director of the Economic Development Office to the consent agenda. Pulled item #8.3 for discussion. By a vote of 6:0, ADOPTED the final agenda as amended. 		
5. Brief Announcements by Board Members. <u>Donna Price:</u> <ul style="list-style-type: none"> Commented on the public service awards recognition event which recognizing Albemarle County employees. 		
6. Proclamations and Recognitions. <ol style="list-style-type: none"> By a vote of 6:0, ADOPTED proclamation Declaring the First Friday in June as National Gun Violence Awareness Day and presented to Mike Fox. By a vote of 6:0, ADOPTED proclamation Recognizing Mental Health Awareness Month and presented to Vanessa Stangil. By a vote of 6:0, ADOPTED proclamation Recognizing May 14-20, 2023, as National Police Week and presented to Colonel Sean Reeves. By a vote of 6:0, ADOPTED proclamation Celebrating Jewish-American Heritage Month and presented to Jesse Brookins. By a vote of 6:0, ADOPTED proclamation Celebrating Asian-American and Pacific Islander Heritage Month and presented to Jesse Brookins. 	(Attachments 1-5)	
7. From the Public: Matters Not Listed for Public Hearing on the Agenda. <ul style="list-style-type: none"> There were none. 		
8.1 Beaver Creek Dam Supplemental Watershed Plan Agreement. <ul style="list-style-type: none"> APPROVED a Supplemental Watershed Plan agreement and AUTHORIZE the Chair to sign such an Agreement once approved as to form and substance by the County Attorney. 	<u>Clerk:</u> Forward copy of agreement, signed by the Chair, to Facilities and Environmental Services. (Attachment 6) <u>Facilities and Environmental Services:</u> Provide clerk with fully executed copy of agreement.	
8.2 License Agreement for Additional Northside Library Parking. <ul style="list-style-type: none"> ADOPTED the resolution AUTHORIZING the County Executive to execute a new parking agreement on behalf of the County once it has been approved as to substance and form by the County Attorney. 	<u>Clerk:</u> Forward copy of agreement, signed by the Chair, to Facilities and Environmental Services. (Attachments 7-8) <u>Facilities and Environmental Services:</u> Provide clerk with fully executed copy of agreement.	
8.3 Schedule a Public Hearing to Consider Compensation for Planning Commission and Other Boards. <ul style="list-style-type: none"> AUTHORIZED staff to schedule a public hearing to consider increasing compensation 	<u>Staff:</u> Notify Clerk when ready to schedule.	

	for the Planning Commission and other Boards, as amended to include language for travel for the Planning Commission.	<u>Clerk:</u> Schedule Public Hearing and advertise in Daily Progress as directed.	
8.4	<p>Schedule a Public Hearing for an Ordinance to Amend County Code Chapter 2, to Provide Sign-on Incentives.</p> <ul style="list-style-type: none"> AUTHORIZED staff to schedule a public hearing to consider the adoption of an ordinance amendment to enable the County Executive or his designee to provide sign-on incentives as part of their compensation. 	<p><u>Staff:</u> Notify Clerk when ready to schedule.</p> <p><u>Clerk:</u> Schedule Public Hearing and advertise in Daily Progress as directed.</p>	
8.4a	<p>Resolution Appointing the Interim Director of the Economic Development Office.</p> <ul style="list-style-type: none"> Appointed Johnathan Newberry as the Interim Director of Economic Development Office. 	<u>Clerk:</u> Forward signed copy of Resolution to Human Resources, Finance, and County Attorney. (Attachment 9)	
9.	<p>From the County Executive: Report on Matters Not Listed on the Agenda.</p> <p><u>Trevor Henry:</u></p> <ul style="list-style-type: none"> Presented the County Executive's Monthly report. 		
10.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p><u>Jim Andrews:</u></p> <ul style="list-style-type: none"> Stated he had received numerous letters and emails regarding ranked choice voting and noted that the Board of Supervisors was not intending to take action prior to the upcoming election. He encouraged Albemarle County to set up a website similar to Arlington County to inform the public and solicit opinions. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> Remarked that at a recent TJPDC meeting, he received an update on the Safe Streets for All grant. He said the target for completion was the summer of 2025. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Commented that May 22 and 23 was the Local Government Advisory Committee meeting for the EPA in DC and would feature a roundtable on PFAS (Per- and polyfluoroalkyl substances) and chemical contamination where public information officers could participate virtually. <p><u>Donna Price:</u></p> <ul style="list-style-type: none"> Expanded on Supervisor Andrews comments regarding Ranked Choice Voting to clarify that the County was looking to research more information and offer more education before making a decision regarding ranked choice voting. 		
	At 4:37 p.m., the Board recessed and reconvened at 6:00 p.m.		
13.	<p>From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <u>John Davidson</u>, Senior at Monticello High School, introduced Isaac Bigler, Ian Miller, and Nathan Branch and spoke about traffic issues at the school. <u>Heather Rowland</u>, spoke regarding her concerns related to the Charlottesville-Albemarle Society for the Prevention of Cruelty to Animals (CASPCA) controversy. <u>Peter Krebs</u>, spoke towards Bike week. 		

14.	Action Item with Public Comment: Ordinance to Provide Grants or Loans for Affordable Housing. (Deferred from April 19, 2023). <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED the alternate Ordinance to enable the County to make grants or loans to support the construction or rehabilitation of affordable housing. 	<u>Clerk:</u> Forward copy of signed resolutions to Department of Social Service – Housing, and County Attorney’s office. (Attachments 10)	
15.	Pb. Hrg.: 2023 Community Development Block Grant (CDBG) Application Approval <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED Resolution approving the County’s submission of the CDBG application for Village 3 of the Southwood Redevelopment Project Phase 2 and AUTHORIZED the County Executive to execute the application package, as well as any supporting or related contracts or documents required to obtain or accept this grant, once such package, contracts, and/or documents have been approved as to form and substance by the County Attorney, and to take any further action required for this application. 	<u>Clerk:</u> Forward copy of signed resolutions to Department of Social Service – Housing, and County Attorney’s office. (Attachment 11)	
16.	Pb. Hrg.: VDOT/Albemarle County FY 24 - 29 Secondary Six-Year Plan. By a vote of 6:0, ADOPTED the Resolution approving the FY 24 - 29 Secondary Six-Year Plan and AUTHORIZED the County Executive to sign the FY 24 -29 Secondary Six-Year Plan.	<u>Clerk:</u> Forward copy of signed resolutions to Community Development and County Attorney’s office. (Attachments 12) <u>County Executive:</u> Provide Clerk with copy of signed FY 24 -29 Secondary Six-Year Plan.	
17	Pb. Hrg.: ZMA202200010 Riverside Village Neighborhood Model Development: Block 1 Amendment. By a vote of 5:1 (Price), ADOPTED ordinance to approve the rezoning.	<u>Clerk:</u> Forward copy of signed resolutions to Community Development and County Attorney’s office. (Attachments 13)	
18.	Adjourn to June 7, 2023, 1:00 p.m. Lane Auditorium. <ul style="list-style-type: none"> The meeting was adjourned at 8:44 p.m. 		

ckb/tom

- Attachment 1 – Proclamation - National Gun Violence Awareness Day
- Attachment 2 – Proclamation Recognizing Mental Health Awareness Month
- Attachment 3 – Proclamation - Police Week
- Attachment 4 – Proclamation Celebrating Jewish American Heritage Month
- Attachment 5 – Proclamation Celebrating Asian American and Pacific Islander Heritage Month
- Attachment 6 – Beaver Creek Watershed Agreement
- Attachment 7 – Resolution to Approve a Parking Agreement Between the County and RRP Investments LLC
- Attachment 8 – Parking Agreement
- Attachment 9 – Resolution Appointing the Interim Director of Economic Development
- Attachment 10 – Ordinance No. 23-A.2(1)
- Attachment 11 – Resolution Approving the County’s Submission of The CBDG Application
- Attachment 12 – Resolution to Approve the Secondary System Six-Year Plan (FY 24-29)
- Attachment 13 – Ordinance No. 23-A(5) ZMA 2022-00010 Riverside Village Amendment

NATIONAL GUN VIOLENCE AWARENESS DAY

- WHEREAS,** every day, more than 120 Americans are killed by gun violence, alongside more than 200 who are shot and wounded, and on average there are nearly 17,000 gun homicides every year and Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and
- WHEREAS,** Virginia has 1,121 gun deaths every year, with a rate of 12.8 deaths per 100,000 people and has the 36th-highest rate of gun deaths in the US, and localities across the nation, including Albemarle, are working to end the senseless violence with evidence-based solutions; and
- WHEREAS,** protecting public safety in the communities they serve is local government's highest responsibility and support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories. Local officials and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and
- WHEREAS,** gun violence prevention is more important than ever as the pandemic aftermath and economic stress continues to exacerbate gun violence after more than three years of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in gun violence; and
- WHEREAS,** anyone can join this campaign by pledging to Wear Orange on June 2nd, the first Friday in June in 2023, to help raise awareness about gun violence. By wearing orange, Americans will raise awareness about gun violence, honor the lives of gun violence victims and survivors, renew our commitment to reduce gun violence, pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.
- NOW, THEREFORE, BE IT PROCLAIMED,** that we, the Albemarle County Board of Supervisors, do hereby declare the first Friday in June to be National Gun Violence Awareness Day and encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

Proclamation Recognizing Mental Health Awareness Month

WHEREAS, Mental Health Awareness Month was founded in the United States in 1949 to educate the public about mental illness, and highlight of the importance of mental health and wellness for all Americans; and

WHEREAS, the World Health Organization defines mental health as a state of mental well-being that enables people to cope with the stresses of life, realize their abilities, learn well and work well, and contribute to their community. It is a basic human right, and crucial to personal, community and socio-economic development; and

WHEREAS, according to the latest statistics available from the National Institute of Mental Health Disorders, part of the National Institutes of Health, it is estimated that 26% of Americans ages 18 and older, about 1 in 4 adults, suffers from a diagnosable mental disorder in a given year; and

WHEREAS, the County is committed to supporting mental health resources for our citizens and employees through our community partners, ongoing work with area non-profit agencies, and our Department of Social Services.

NOW, THEREFORE, BE IT RESOLVED, that we, the Albemarle County Board of Supervisors, do hereby recognize May as Mental Health Awareness Month, and confirm our commitment educating the community about mental wellbeing.

**POLICE WEEK
May 14 – 20, 2023**

WHEREAS, in 1962, President John F. Kennedy signed the first proclamation recognizing May 15th as Peace Officers Memorial Day and the week in which it falls as National Police Week, “to pay tribute to the law enforcement officers who have made the ultimate sacrifice for our country and to voice our appreciation for all those who currently serve on the front lines of the battle against crime;” and

WHEREAS, the safety and well-being of Albemarle County residents being of the utmost importance to the prosperity and livelihood of Virginia’s families and communities; and for forty years police officers of the Albemarle County Police Department have been dedicated to protecting and serving Albemarle County communities – our neighborhoods, schools, and families; and

WHEREAS, police officers risk their lives each and every day in order to ensure public safety and enforce the laws of the land; and

WHEREAS, Albemarle County values the courage and devotion of our police officers, as our collective prosperity depends on the integrity with which our law enforcement officers maintain peace and security; and

WHEREAS, Police Week and Peace Officers Memorial Day are opportunities to honor the officers who have fallen in the line of duty, and recognize the sacrifices made by the families of those officers and the families of those who continue to protect and serve our communities.

NOW, THEREFORE BE IT PROCLAIMED that we, the Albemarle County Board of Supervisors, do hereby recognize

May 14 through May 20, 2023

as

POLICE WEEK

and **May 15, 2023, as PEACE OFFICERS MEMORIAL DAY** in Albemarle County, and call these observances to the attention of all our citizens.

Proclamation Celebrating Jewish American Heritage Month

- WHEREAS,** Jewish American Heritage Month is a time for commemorating the history, contributions, and cultures of the diverse population of Jewish Americans; and
- WHEREAS,** the Jewish community has played an important role in shaping, advancing, and enriching the fabric of Albemarle County ever since the first Jewish family settled in Albemarle County in 1757; and
- WHEREAS,** Jewish Americans, due to their own long history of persecution, have often found common cause with movements working to expand civil rights, liberty, and human dignity for all; and
- WHEREAS,** the Jewish American experience has always been held together by the forces of hope, resilience, and striving for a better tomorrow.
- NOW, THEREFORE, BE IT RESOLVED,** that we, the Albemarle County Board of Supervisors, do hereby recognize and celebrate Jewish American Heritage Month and renew our dedication to the work of building a fully inclusive tomorrow, one where a great diversity of origins is not only accepted, but also celebrated here at home and around the world.

**Proclamation Celebrating
Asian American and Pacific Islander Heritage Month**

WHEREAS, May 2023 marks the 46th anniversary of the first submitted resolution to recognize the contributions and achievements of Asian Americans and Pacific Islanders; and

WHEREAS, May 2023 marks the 31st anniversary of the federal recognition of Asian American and Pacific Islander Heritage Month; and

WHEREAS, present-day inequities faced by Asian American and Pacific Islander communities are rooted in our nation's history of exclusion, discrimination, racism, and xenophobia; and

WHEREAS, Asian Americans and Pacific Islanders are a vital part of our community's history, making important contributions to the cultural, civic, and economic life of the County; and

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle County Board of Supervisors does hereby recognize and celebrate May 2023 as Asian American and Pacific Islander Heritage Month and encourage our community to observe this month by learning more about our collective history to create a more inclusive and equitable future for us all.

BEAVER CREEK WATERSHED AGREEMENT

Supplemental Watershed Plan Agreement
(Supplement No. 2)

Between the

Rivanna Water and Sewer Authority
Albemarle County Board of Supervisors
Thomas Jefferson Soil and Water Conservation District

and the

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
Formerly the Soil Conservation Service (SCS)
(Referred to herein as NRCS)

Whereas, the Thomas Jefferson Soil and Water Conservation District (formerly the Thomas Jefferson Soil Conservation District) ("TJSWCD") and the Albemarle County Board of Supervisors (the "County") (TJSWCD and the County, collectively hereinafter the "Original Sponsors") executed with NRCS that certain Watershed Plan Agreement for the Beaver Creek Watershed, Commonwealth of Virginia (the "Watershed Plan Agreement") that became effective on August 31, 1960; and

Whereas, the Watershed Plan Agreement was amended by a Supplemental Watershed Plan Agreement executed by the Original Sponsors and NRCS and became effective in June 1963; and

Whereas, the responsibility for administration of the Watershed Protection and Flood Prevention Act, has been assigned by the Secretary of Agriculture to NRCS; and

Whereas, application has heretofore been made to the Secretary of Agriculture by the Rivanna Water and Sewer Authority (the "Authority") for assistance in preparing a plan for works of improvement for Structure No. 1 in the Beaver Creek Watershed, Commonwealth of Virginia, under the authority of the Watershed Protection and Flood Prevention Act, as amended (16 U.S.C. Sections 1001 to 1008, 1010, and 1012);

Whereas, there has been developed through the cooperative efforts of the Original Sponsors, the Authority and NRCS a Watershed Work Plan No. 2 – Environmental Assessment for works of improvement for the restructuring of Structure No. 1, Beaver Creek Watershed, Commonwealth of Virginia, hereinafter referred to as the Plan-EA or plan, which plan is annexed to and made a part of this agreement; and

Whereas, the Original Sponsors, the Authority, and NRCS desire to substitute the Authority for TJSWCD and the County as Sponsoring Local Organizations, and, therefore the Authority is hereinafter referred to as the "Sponsor";

Now, therefore, in view of the foregoing considerations, the Secretary of Agriculture, through NRCS, and the Sponsor hereby agree on this watershed project plan and that the works of

improvement for this project will be installed, operated, and maintained in accordance with the terms, conditions, and stipulations provided for in this plan and including the following:

1. **Term.** The term of this agreement is for the installation period and evaluated life of the project (50 years following completion of construction) and does not commit NRCS to assistance of any kind beyond the end of the evaluated life.
2. **Costs.** The costs shown in this plan are preliminary estimates. Final costs to be borne by the parties hereto will be the actual costs incurred in the installation of works of improvement.
3. **Real property.** The Sponsor will acquire such real property as will be needed in connection with the works of improvement. The amounts and percentages of the real property acquisition costs to be borne by the Sponsor and NRCS are as shown in the cost-share table in Section 5 hereof. The Sponsor agrees that all land acquired for measures, other than land treatment practices, with financial or credit assistance under this agreement will not be sold or otherwise disposed of for the evaluated life of the project except to a public agency which will continue to maintain and operate the development in accordance with the operation and maintenance agreement.
4. **Uniform Relocation Assistance and Real Property Acquisition Policies Act.** The Sponsor hereby agrees to comply with all of the policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. Section 4601 et seq. as further implemented through regulations in 49 CFR Part 24 and 7 CFR Part 21) when acquiring real property interests for this federally assisted project. If the Sponsor is legally unable to comply with the real property acquisition requirements, it agrees that, before any Federal financial assistance is furnished, it will provide a statement to that effect, supported by an opinion of the chief legal officer of the state containing a full discussion of the facts and law involved. This statement may be accepted as constituting compliance.
5. **Cost-share for Watershed Project Plans.** The following table will be used to show cost-share percentages and amounts for Watershed Project Plan implementation.

Works of Improvement	NRCS		Sponsor		Total
	Percent	Cost	Percent	Cost	Cost
Cost-Sharable Items ^{1/2}					
Construction: Multiple-Purpose Structure No. 1 (Flood Control) ^{2/3}	100%	\$17,590,750	0%	\$0	\$17,590,750
Sponsor Planning Costs ^{4/5}	0%	\$0	100%	\$445,602	\$445,602
Subtotal - Cost Sharable Items - Flood Control		\$17,590,750		\$445,602	\$18,036,352
Construction: Multiple Purpose Structure No. 1 (M&I) ^{3/5}	0%	\$0	100%	\$17,850,000	\$17,850,000
Subtotal - Cost Sharable Items - M&I		\$0		\$17,850,000	\$17,850,000
Subtotal - Cost Sharable Items	49.0%	\$17,590,750	51.0%	\$18,295,602	\$35,886,352
Non Cost-Sharable Items ^{6/7}					
Sponsor Engineering Costs ^{3/5}	0%	\$0	100%	\$2,430,000	\$2,430,000
Property Acquisition ^{7/7}	0%	\$0	100%	\$125,000	\$125,000

Works of Improvement	NRCS		Sponsor		Total
	Percent	Cost	Percent	Cost	Cost
NRCS Technical Assistance/Engineering ^{8/}	100%	\$750,000	0%	\$0	\$750,000
Project Administration ^{9/}	NA	\$25,000	NA	\$50,000	\$75,000
Real Property Rights ^{10/}	0%	\$0	100%	\$3,151,875	\$3,151,875
Permits	0%	\$0	100%	\$404,000	\$404,000
Subtotal: Non Cost-Sharable Items	11%	\$775,000	89%	\$6,160,875	\$6,935,875
TOTAL:	43%	\$18,365,750	57%	\$24,456,477	\$42,822,227

1/ Price Base: 2022

2/ Includes rehabilitation of the dam and spillway to meet requirements for high hazard potential dams.

3/ Includes costs associated with the construction of new raw water pump station and withdrawal infrastructure.

4/ Includes costs incurred by the Sponsor prior to NRCS and Sponsor agreement, July 29, 2020.

5/ Includes engineering for raw water pump station, temporary detour route, and new spillway bridge.

6/ If actual costs incurred are greater than shown here, each party shall bear the responsibility for their costs.

7/ Includes purchase of 2.5 acres of private property for spillway rehabilitation. Assumed purchase price of \$50,000 per acre.

8/ Includes engineering costs associated with the design of the new spillway structure and dam safety related measures.

9/ Includes costs associated with contract administration.

10/ Includes construction of temporary on-site detour route, permanent vehicular bridge to span spillway, relocation of power pole.

6. **Land Treatment Agreements.** The Sponsor will acquire, with other than Watershed Protection and Flood Prevention Act funds, such real property as will be needed in connection with the works of improvement. The value of real property is eligible as in-kind contributions toward the Sponsor's share of the works of improvement cost. In no case will the amount of an in-kind contribution exceed the Sponsor's share of the cost for the works of improvement. The maximum cost eligible for in-kind credit is the same as that for cost sharing.
7. **Floodplain Management.** Before construction of any project for flood prevention, the Sponsor must agree to participate in and comply with applicable Federal floodplain management and flood insurance programs.
8. **Water and mineral rights.** The Sponsor will acquire or provide assurance that landowners or resource users have acquired such water, mineral, or other natural resources rights pursuant to State law as may be needed in the installation and operation of the works of improvement. Any costs incurred must be borne by the Sponsor and these costs are not eligible as part of the Sponsor's cost-share.
9. **Permits.** The Sponsor will obtain and bear the cost for all necessary Federal, State, and local permits required by law, ordinance, or regulation for installation of the works of improvement. These costs are not eligible as part of the Sponsor's cost-share.
10. **NRCS assistance.** This agreement is not a fund-obligating document. Financial and other assistance to be furnished by NRCS in carrying out the plan is contingent upon the fulfillment of applicable laws and regulations and the availability of appropriations for this purpose.

- 11. Additional agreements.** A separate agreement will be entered into between NRCS and the Sponsor before either party initiates work involving funds of the other party. Such agreements will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific works of improvement.
- 12. Amendments.** This plan may be amended or revised only by mutual agreement of the Sponsor and NRCS, except that NRCS may deauthorize or terminate funding at any time it determines that the Sponsor has failed to comply with the conditions of this agreement or when the program funding or authority expires. In this case, NRCS must promptly notify the Sponsor in writing of the determination and the reasons for the deauthorization of project funding, together with the effective date. Payments made to the Sponsor or recoveries by NRCS must be in accordance with the legal rights and liabilities of the parties when project funding has been deauthorized. An amendment to incorporate changes affecting a specific measure may be made by mutual agreement between NRCS and the Sponsor having specific responsibilities for the measure involved.
- 13. Prohibitions.** No member of or delegate to Congress, or resident commissioner, may be admitted to any share or part of this plan, or to any benefit that may arise therefrom; but this provision may not be construed to extend to this agreement if made with a corporation for its general benefit.
- 14. Operation and Maintenance (O&M).** The Sponsor will be responsible for the operation, maintenance, and any needed replacement of the works of improvement by actually performing the work or arranging for such work, in accordance with an O&M Agreement. An O&M agreement will be entered into before Federal funds are obligated and will continue for the project life (50 years). Although the Sponsor's responsibility to the Federal Government for O&M ends when the O&M agreement expires upon completion of the evaluated life of measures covered by the agreement, the Sponsor acknowledges that continued liabilities and responsibilities associated with works of improvement may exist beyond the evaluated life.
- 15. Emergency Action Plan.** Prior to construction, the Sponsor must prepare an Emergency Action Plan (EAP) for the dam where failure may cause loss of life or as required by state and local regulations. The EAP must meet the minimum content specified in the NRCS Title 180, National Operation and Maintenance Manual (NOMM), Part 500, Subpart F, Section 500.52, and meet applicable State agency dam safety requirements. The NRCS will determine that an EAP is prepared prior to the execution of fund obligating documents for construction of the structure. EAPs must be reviewed and updated by the Sponsor annually.
- 16. Nondiscrimination Provisions.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

- 17. Certification Regarding Drug-Free Workplace Requirements (7 CFR Part 3021).** By signing this agreement, the Sponsor is providing the certification set out below. If it is later determined that the Sponsor knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by regulation (21 CFR Sections 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

- A. The Sponsor certifies that it will or will continue to provide a drug-free workplace by—

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (2) Establishing an ongoing drug-free awareness program to inform employees about—
 - (a) The danger of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
 - (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee must—
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - (5) Notifying the NRCS in writing, within 10 calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice must include the identification numbers of each affected grant.
 - (6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4) (b), with respect to any employee who is so convicted—
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).
- B. The Sponsor may provide a list of the sites for the performance of work done in connection with a specific project or other agreement.
- C. Agencies will keep the original of all disclosure reports in the official files of the agency.

18. Certification Regarding Lobbying (7 CFR Part 3018) (for projects > \$100,000)

A. The Sponsor certifies to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Sponsor must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by U.S. Code, Title 31, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**19. Certification Regarding Debarment, Suspension, and Other Responsibility Matters—
Primary Covered Transactions (7 CFR Part 3017).**

A. The Sponsor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

- (4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the primary Sponsor is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this agreement.

20. Clean Air and Water Certification.

- A. The Sponsor's signatory to this agreement certify as follows:
 - (1) Any facility to be utilized in the performance of this proposed agreement is not listed on the Environmental Protection Agency List of Violating Facilities.
 - (2) To promptly notify the NRCS-State administrative officer prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which is proposed for use under this agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
 - (3) To include substantially this certification, including this subparagraph, in every nonexempt sub-agreement.
- B. The Sponsor's signatory to this agreement agree as follows:
 - (1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. Section 7414) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, issued there under before the signing of this agreement by NRCS.
 - (2) That no portion of the work required by this agreement will be performed in facilities listed on the EPA List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
 - (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
 - (4) To insert the substance of the provisions of this clause in any nonexempt subagreement.
- C. The terms used in this clause have the following meanings:
 - (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.).
 - (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.).
 - (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 of the Air Act (42 U.S.C. Section 7414) or an approved implementation procedure under section 112 of the Air Act (42 U.S.C. Section 7412).
 - (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. Section 1342), or by a local

government to assure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. Section 1317).

- (5) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a Sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location will be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

- 21. Assurances and Compliance.** As a condition of the grant or cooperative agreement, the Sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out below which are hereby incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

State, Local, and Tribal Governments: OMB Circular Nos. A-87, A-102, A-129, and A-133; and 7 CFR Parts 3015, 3016, 3017, 3018, 3021, and 3052.

Nonprofit Organizations, Hospitals, Institutions of Higher Learning: OMB Circular Nos. A-110, A-122, A-129, and A-133; and 7 CFR Parts 3015, 3017, 3018, 3019, 3021 and 3052.

- 22. Examination of Records.** The Sponsor must give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement, and retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

- 23. TJSWCD and the County.** TJSWCD and the County are Original Sponsors and signatories to this agreement pursuant to section 12 of the Watershed Work Plan Agreement for the sole purpose of substituting the Authority for TJSWCD and the County as Sponsoring Local Organizations. Neither TJSWCD nor the County shall bear any responsibility or liability pursuant to this agreement. Neither TJSWCD nor the County shall be a party to any future supplement to the Watershed Work Plan Agreement unless by mutual agreement of TJSWCD and/or the County (as applicable), the Sponsor, and NRCS.

24. Signatures

Rivanna Water and Sewer Authority
695 Moores Creek Lane
Charlottesville, Virginia 22902

By: _____

Title: _____

Date: _____

The signing of this supplemental watershed agreement was authorized by the governing body of the Rivanna Water and Sewer Authority at a meeting held on _____.

Administrative Secretary or Notary

Rivanna Water and Sewer Authority
695 Moores Creek Lane
Charlottesville, Virginia 22902

Date: _____

Albemarle County Board of Supervisors
401 McIntire Road
Charlottesville, Virginia 22902

By: Donna Price

Title: CHAIR
ALBEMARLE COUNTY
BOARD OF SUPERVISORS

Date: 22 MAY 2023

The signing of this supplemental watershed agreement was authorized by the governing body of the Albemarle County Service Authority at a meeting held on May 17, 2023.

Claudette K. Borgersen
Administrative Secretary or Notary



Albemarle County Board of Supervisors
401 McIntire Road
Charlottesville, Virginia 22902

Date: May 22, 2023

**Thomas Jefferson Soil & Water
Conservation District**
705 Dale Ave
Charlottesville, Virginia 22903

By: _____

Title: _____

Date: _____

x

The signing of this supplemental watershed agreement was authorized by the governing body of the Thomas Jefferson Soil & Water Conservation District at a meeting held on _____.

Administrative Secretary or Notary

Thomas Jefferson Soil & Water
Conservation District
705 Dale Ave
Charlottesville, Virginia 22903

Date: _____

USDA, Natural Resources Conservation Service

Approved by:

Date: _____

Edwin Martinez Martinez, Ph.D., State Conservationist
Virginia

**RESOLUTION TO APPROVE A PARKING AGREEMENT
BETWEEN THE COUNTY AND RRP INVESTMENTS LLC**

WHEREAS, from the opening of the Northside Branch Library of the Jefferson-Madison Regional Library, patron parking has been an issue;

WHEREAS, the County first entered into a license agreement on May 1, 2017 to use 21 parking spaces on an adjacent site at 685 Rio Road West;

WHEREAS, after the initial agreement expired on April 30, 2020, the County entered into another agreement with RRP Investments LLC, the successor owner of the adjacent site; and

WHEREAS, RRP Investments LLC has proposed a new parking agreement that would commence on May 1, 2023 and end on April 30, 2024, with options to renew for two additional one-year terms;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby approves entering into a new agreement with RRP Investments LLC for additional parking adjacent to the Northside Branch Library, and authorizes the County Executive to execute the agreement on behalf of the County once it has been approved as to form and substance by the County Attorney.

PARKING AGREEMENT

THIS PARKING AGREEMENT (this "Agreement") is made effective as of the 1st day of May 2023 (the "Effective Date"), by and between RRP Investments LLC ("Licensor") and the County of Albemarle, Virginia, a political subdivision of the Commonwealth of Virginia ("Licensee"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PRIMARY TERM.** The initial term of this Agreement shall commence on the Effective Date and continue for one (1) year (the "Initial Term"), unless earlier terminated in accordance with the terms of this Agreement. Subject to the fee increases set forth in Section 4 below, Licensee shall have two (2) options of one (1) year each to extend the Initial Term of this Agreement (the "First Option Term" and "Second Option Term", respectively, and together with the Initial Term, the "Term") upon providing a minimum of sixty (60) days' written notice to Licensor prior to the expiration of the Initial Term or First Option Term as may be applicable; provided that at the time of exercise of each option: (i) this Agreement has been not previously cancelled or terminated by either party as provided for in this Agreement, by operation or law or otherwise; and (ii) Licensee is not in default at the time of Licensee's exercise of the option. In addition to any other termination rights set forth in this Agreement, Licensor may terminate this Agreement upon at least Sixty (60) days' prior written notice to Licensee at any time with or without cause.

2. **PARKING STALLS.** Subject to the terms and conditions hereof, Licensor hereby grants Licensee a license to use the twenty-one (21) parking stalls outlined in Exhibit A, attached to and incorporated into this Agreement by this reference, (each a "Parking Stall") in the parking lot located at 685 Rio Road West, Charlottesville, VA 22901, as depicted in Exhibit A (the "Parking Lot"), along with access easements to and from (a) Rio Road West and (b) the Licensee's adjacent property. Licensee may use the Parking Stalls solely for the purpose of the parking of vehicles by Licensee's employees. It shall be Licensee's responsibility to mark each Parking Stall with special lines and to install any signs desired by Licensee (provided the same have been approved by Licensor in advance) at Licensee's sole cost and expense to identify the Parking Stalls.

3. **PARKING AGREEMENT.** Each employee of Licensee that Licensee will allow to use a Parking Stall must sign a Parking Agreement substantially in the form attached hereto as Exhibit B, incorporated into this Agreement by this reference, as such form may be modified from time to time by Licensor (the "Parking Agreement") and submit such signed agreement to Licensor. Notwithstanding any other provision of this Agreement, Licensee is not allowed to permit any other person to park in the Parking Lot.

4. **PARKING FEE.** The parking fee to be paid by Licensee to Licensor during the Term of this Agreement is as follows (the "Fee"):

Initial Term: \$1,575 per month (\$75 per month per Parking Stall)

Option One Term (if exercised): \$1,680 per month (\$80 per month per Parking Stall)

Option Two Term (if exercised): \$1,785 per month (\$85 per month per Parking Stall)

Licensee agrees to pay the Fee to Licensor in advance on or before the first day of each month of the Term. Licensor and Licensee understands and agrees that if the Effective Date or last day of the Term occurs on a date that is other than the first or last day (as applicable) of a month, the fee for that month shall be prorated on a per diem basis. Fees that are due and payable by Licensee under this Agreement shall be paid to the following address:

RRP Investments LLC
1116 Elliott Avenue,
Charlottesville, VA 22902

or to such other place as Licensors may from time to time designate in writing. All payments due from Licensee hereunder which are not paid when due shall bear interest at a rate equal to one and one half percent (1.5%) per month from the date due until paid (the "Default Rate"). Such interest shall be compounded monthly. All Fees shall be paid by Licensee without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by bank check or wire transfer of immediately available funds.

5. **PURPOSE.** The Parking Lot shall be used by Licensee solely for purposes of the parking of vehicles by Licensee's employees, in compliance with all applicable laws, ordinances and regulations.

6. **SAFETY REGULATIONS.** Licensee agrees to cause its employees to abide by the following:

- a. Drive slowly and use caution.
- b. Although pedestrians have the right-of-way, they must be alert to vehicles.
- c. Comply with all safety signs.
- d. No weapons, concealed or otherwise, including handguns with valid permits, are allowed in the Parking Lot except as permitted by applicable law.
- e. No smoking is allowed in the Parking Lot.
- f. No cell phone use while driving.

Additional reasonable rules and regulations may be adopted or modified from time to time by Licensors and Licensee hereby agrees to abide by such rules and regulations upon receipt of notice of the same from Licensors.

7. **ASSUMPTION OF RISK.** Licensee and its employees assume all risk and liability associated with any use of the Parking Lot (including but not limited to risk of personal injury, property damage or theft). Licensors, its parent and affiliated companies, shall not have any liability to Licensee or any other party for theft of any vehicle, its contents or other property from the Parking Lot, or damage of any kind or nature to any vehicle, its contents or other property in or on the Parking Lot except as a result of the gross negligence or intentional wrongful acts of Licensors. To the maximum extent permitted by law, Licensee hereby waives on behalf of Licensee, its employees, and any other party using, or parking a vehicle in, the Parking Lot with the permission of Licensee or one of its employees, all claims of any nature which may exist against, or may arise directly or indirectly out of use of the Parking Lot by any such person (the "Claims"), including but not limited to any claims for any personal injury, property damage or theft, or any rights of subrogation or contribution, and covenants not to sue Licensors, its parent or affiliated companies, based on any Claims except those which result from the gross negligence or intentional wrongful acts of Licensors. At no time shall Licensors, or any of its agents, contractors, employees, parent companies, subsidiaries or affiliates, be considered to have possession of or control over any vehicle, its contents or other property in or on the Parking Lot, and shall in no event have any obligation to protect, care for, or insure any such vehicle, its contents or other property. Licensors is not obligated to provide any staffing, security or monitoring of the Parking Lot and if Licensors in its discretion does provide any staffing, security or monitoring of the Parking Lot, Licensors shall not be deemed to have assumed any duties or obligations which are otherwise disclaimed herein or assumed by Licensee under this Agreement and Licensors may terminate or suspend such services at any time in its discretion.

8. **CONDITION.** Licensee has examined the Parking Lot and knows its condition. Licensee hereby accepts the condition of the Parking Lot in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS. No representations or warranties have been made by or on behalf of Licensor or relied upon by Licensee as to the condition or repair of the Parking Lot, and no agreements have been made by or on behalf of Licensor or relied upon by Licensee with respect to any alterations, repairs or improvements to be made in or about the Parking Lot. Throughout the term of this Agreement, Licensor shall maintain the Parking Lot in good order and provide snow removal, to allow unimpeded access to and use of the subject Parking Stalls.

9. **SURRENDER OF STALLS.** Licensee agrees that upon termination of the Term, whether by expiration or otherwise, Licensee and its employees will peaceably quit and surrender to Licensor the Parking Stalls licensed for use within the Parking Lot. This Section shall survive the termination or expiration of this Agreement.

10. **INDEMNITY.** To the maximum extent permitted under law, Licensee agrees to protect, indemnify, defend (with counsel reasonably acceptable to Licensor) and hold harmless Licensor and its parents, affiliates and successors, and its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all losses, costs, damages, liabilities, expenses and/or injuries (including, without limitation, damage to property and/or personal injuries) directly or indirectly suffered or incurred by any of the Indemnified Parties (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "Claims"), directly or indirectly arising out of, resulting from, relating to or in any way connected with: (i) any act or omission of Licensee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, "Licensee Group") at, on or about the Parking Lot, and/or (ii) any breach or violation of this Agreement or any Parking Agreement on the part of Licensee or any of its employees, and notwithstanding anything to the contrary in this Agreement. This indemnification shall include, without limitation, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors). Nothing herein shall be deemed a waiver of the Licensee's sovereign immunity.

11. **REMOVAL OF VEHICLES.** Licensor, or any contractor designated by Licensor, may require a parker to remove from the Parking Lot any vehicle which leaks fluids or which is in violation of this Agreement or any Parking Agreement, or may remove the vehicle at the parker's cost if the parker fails to timely move the vehicle. This Section shall survive the expiration or other termination or expiration of the Agreement.

12. **DEFAULT.**

A. In the event that any of the following shall occur (each, a "Default"):

(i) Licensee shall at any time fail to make any payment (or any portion thereof) required of Licensee hereunder by the date when due or within 15 days thereafter; or

(ii) Licensee shall breach or violate any of its duties or obligations set forth in this Agreement and such breach or violation continues for more than thirty (30) days after Licensee's receipt of written notice from Licensor of such breach or violation; or

(iii) this Agreement or Licensee's interest therein, or any interest in Licensee, shall be assigned, transferred, mortgaged or pledged, levied on or attempted to be taken by execution, attachment or other process of law, or if any execution or attachment shall be issued against Licensee, or any of Licensee's property in the Parking Lot shall be taken or occupied or attempted to be taken or occupied by someone other than Licensee; or

(iv) A receiver, assignee or trustee shall be appointed for Licensee or Licensee's property or if the Licensee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Licensee which Licensee fails to cause to be dismissed within sixty (60) days after filing.

then in any of said cases, Licensor may do any or all of the following (all of which remedies shall be cumulative and not exclusive, and all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies to which Licensor may be entitled under this Agreement, at law or in equity):

(a) At its option, at once, with notice to Licensee, terminate this Agreement and at its option, require payment in full of the Fees due up to the date of termination;

(b) Relet the Parking Stalls or any part or parts thereof, either in the name of or for the account of Licensor or Licensee, at fair market value, which term may at Licensor's option extend beyond the balance of the Term of this Agreement. Except to the extent required under applicable law, Licensor shall not be required to accept any new licensee offered by Licensee or to observe any instructions given by the Licensee about such reletting. Licensee shall pay Licensor any deficiency between the Fees to be paid under this Agreement and the net amount of the fees collected on such reletting, for the balance of the Term of this Agreement, as well as any expenses incurred by Licensor in such reletting.

(c) Require that upon any termination of this Agreement, whether by lapse of time, the exercise of any option by Licensor to terminate the same, or in any other manner whatsoever, immediately vacate all Parking Stalls reserved to Licensee in the Parking Lot. If Licensee or its employees fails to do so, Licensor may, with or without process of law, tow any vehicles remaining thereon at Licensee's sole cost and expense without thereby waiving Licensor's rights to Fees or any other rights given Licensor under this Agreement or at law or in equity; and

(d) Enjoin any such breach of this Agreement by Licensee.

B. Any and all rights and remedies which Licensor may have under this Agreement at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time. The failure of Licensor to enforce rights under this Agreement on one or numerous occasions shall not affect Licensor's ability to enforce that right on any subsequent occasion or occasions.

C. In the event that a Default shall occur and Licensor elects to terminate this Agreement, or upon expiration of this Agreement, Licensee shall not be relieved of its duties or obligations under this Agreement so long as Licensee or any of Licensee's (or its employees') property remains in the Parking Lot. Additionally, any rights and obligations created under or by this Section shall survive termination or expiration of this Agreement.

13. **LIMITATION ON LIABILITY.** It is expressly understood and agreed by Licensee that none of Licensor's covenants, undertakings or agreements contained in this Agreement are made or intended as personal covenants, undertakings or agreements by Licensor or any entity which is affiliated with Licensor, its parent companies or affiliates. Licensee specifically agrees to look solely to Licensor's

interest in the Parking Lot for the recovery of any sums, damages, awards or judgments from Licensor. It is agreed that neither Licensor, nor any entity which is affiliated with Licensor (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, investors, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination or expiration of the Agreement. LANDLORD, ITS PARENT OR AFFILIATED COMPANIES SHALL NOT HAVE ANY LIABILITY FOR LOSS OF PROFITS, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **ASSIGNMENT AND SUBLETTING.** Licensee and its employees shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Agreement (or any interest of Licensee herein), whether by operation of law or otherwise, and shall not sublicense or sublet, or permit, or suffer the Parking Lot or any part thereof to be used or occupied by others, without Licensor's prior written consent in each instance, which consent may be granted or denied by Licensor in its sole and absolute discretion. Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Licensee or any of its employees in contravention of the provisions of this Section shall be void. For purposes of this Agreement any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Licensee shall constitute an assignment of this Agreement, and shall be subject to the terms and provisions of this Section. For purposes hereof, a "controlling" interest in Licensee shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Licensee, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Licensee, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

15. **LICENSOR'S RIGHT TO TRANSFER.** This Agreement shall not in any manner or to any extent limit or restrict the right of Licensor to use or dispose of the Parking Lot as Licensor may in its discretion desire. Licensor shall have the right, without consent from Licensee, to assign this Agreement to any person or entity who succeeds (directly, indirectly or by operation of law) to any of Licensor's right, title or interest in or to the Parking Lot.

16. **HOLDING OVER.** Licensee shall have no right to remain in possession of all or any part of the Parking Lot after the expiration of the Term. In the event that Licensee or any of its employees remains in possession of all or any part of the Parking Lot after the expiration or earlier termination of the Term with Licensor's consent such tenancy shall be deemed to be a periodic tenancy from month-to-month only, and such tenancy shall not constitute a renewal or extension of this Agreement for any further term; and such tenancy may be terminated by Licensor at any time. Any such month-to-month tenancy shall be subject to every other term, condition, and covenant contained in this Agreement.

17. **MISCELLANEOUS.**

A. **Notices.** Whenever notice is required to be given pursuant to this Agreement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses set forth below, or sent by email to the email address set forth below, provided there is reply confirmation that the email has been received:

If to Licensor:

RRP Investments LLC
1116 Elliott Avenue
Charlottesville, VA 22902
Attn: Manager

If to Licensee:

County of Albemarle
401 McIntire Road
Charlottesville, VA 22901
Attn: County Executive

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Agreement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

B. Waiver of Jury Trial. Licensor and Licensee, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Agreement against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of Licensor and Licensee, Licensee's use or occupancy of the Parking Lot, or any other claims, and any emergency statutory or any other statutory remedy.

C. Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

D. Binding Effect. The covenants, conditions, and agreements contained in this Agreement will bind and inure to the benefit of Licensor and Licensee and their respective heirs, distributees, executors, administrators, successors and permitted assigns. In the event that Licensee is comprised of more than one individual or entity, the obligations of such individuals or entities under this Agreement shall be joint and several.

E. Entire Agreement. This Agreement, the exhibits and addenda, if any, contain the entire agreement between Licensor and Licensee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. No promises or representations, except as contained in this Agreement, have been made to Licensee respecting the condition or the manner of operating the Parking Lot.

F. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

G. No Waiver. The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

H. No Third Party Beneficiaries. Licensor and Licensee agree and acknowledge that, except as expressly set forth herein with respect to Indemnified Parties, there are no intended third party beneficiaries of this Agreement nor any of the rights and privileges conferred herein.

I. Governing Law; Venue. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. With respect to any suit, action or proceeding relating to this Agreement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the state or federal courts for Albemarle County, Virginia, (b) submit to the exclusive jurisdiction of such courts, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

J. Counterparts. This Agreement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

K. Subordinate. This Agreement, and all of Licensee's rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, licenses, leases and permits, and all other matters (whether recorded or unrecorded) affecting the Parking Lot (or title thereto) dated prior to the date of this Agreement.

L. Severability. If any term, provision or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

M. Time of the Essence. Time is of the essence of this Agreement, and each and every term and provision hereof.

N. No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any of the terms or provisions of this Agreement cause them to be considered joint venturers or members of any joint enterprise.

O. No Oral Change. This Agreement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

P. Licensee's Authority. Licensee represents and warrants that it has full right, power and authority to execute and deliver this Agreement, and to perform each and all of its duties and obligations hereunder.

Q. Negotiated. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

R. Brokers. Licensee represents and warrants to Licensor that Licensee has dealt with no broker, finder or similar person or entity in connection with this Agreement, or Licensee's use or occupancy of any stalls in the Parking Lot. To the extent permitted under law, Licensee agrees to

indemnify, defend (with counsel acceptable to Licensor) and hold Licensor harmless from and against any and all Claims and Losses brought against, sustained or incurred by Licensor by reason of Licensee's breach of the foregoing representation and warranty.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Licensors and Licensee have executed this Agreement on the date first written above.

Licensors:

RRP Investments LLC

By: 

Peter Sandlett

Its: *Dave*

Licensee:

County of Albemarle, Virginia

By: 

Its: *Acting County Executive*

EXHIBIT A



**RESOLUTION APPOINTING THE
INTERIM DIRECTOR OF ECONOMIC DEVELOPMENT**

BE IT RESOLVED by the Board of Supervisors of the County of Albemarle, Virginia ("Board"), that Johnathan Newberry ("Newberry") is hereby appointed the Interim Director of Economic Development ("Interim Director") for the County of Albemarle, Virginia effective retroactively to May 8, 2023, pursuant to Virginia Code § 15.2-512; and

BE IT FURTHER RESOLVED that, during the term of Newberry's appointment, he shall have all those powers and duties of a Director of Economic Development set forth in the Code of Virginia (1950), as amended, those powers and duties delegated or imposed by the Albemarle County Code and by duly adopted motions, resolutions, or ordinances of the Board, and those powers and duties as otherwise provided by general law; and

BE IT FURTHER RESOLVED that during the term of Newberry's appointment he shall continue to perform his duties as Assistant Director of Economic Development ("Assistant Director") to the extent practicable; and

BE IT FURTHER RESOLVED that Newberry's annual salary during the term of his appointment shall be fixed by the County Executive, in accordance with the County's recently completed Classification and Compensation Study prepared by Gallagher, the results of which were presented to the Board of Supervisors of Albemarle County on March 29, 2023, and subject to any cost-of-living or market adjustment increase provided to County employees generally; and

BE IT FURTHER RESOLVED that Newberry shall serve as Interim Director under the supervision of the County Executive and at the pleasure of the Board; and

BE IT FURTHER RESOLVED that, except as otherwise provided in this resolution, Newberry is entitled to all other rights and benefits that he would receive as Assistant Director; and

BE IT FURTHER RESOLVED that the term of Newberry's appointment shall not extend beyond the effective date of the appointment of a new permanent full-time Director of Economic Development or a different Interim Director; and

BE IT FURTHER RESOLVED that, upon the expiration of the term of Newberry's appointment, his resignation as Interim Director, or his removal as Interim Director by the Board, Newberry may return full-time to his position as Assistant Director unless he has committed an act that would warrant his termination from County employment.

ORDINANCE NO. 23-A.2(1)

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA BY ADDING APPENDIX A.2, GRANTS OR LOANS FOR AFFORDABLE HOUSING

BE IT ORDAINED by the Board of Supervisors of the County of Albemarle, Virginia, that Appendix A.2, Grants or Loans for Affordable Housing is hereby added to the Code of the County of Albemarle, Virginia as follows:

By Adding:

Appendix A.2, Grants or Loans for Affordable Housing

Sec. A.2-200 Short title.

Sec. A.2-201 Purpose.

Sec. A.2-202 Definitions

Sec. A.2-203 Authority to make grants or loans.

Sec. A.2-204 Conditions and restrictions.

Sec. A.2-205 Administration by the County Executive; approval of certain loans and new programs by the Board of Supervisors.

Appendix A.2 Grants or Loans for Affordable Housing**Sec. A.2-200 Short title.**

This appendix may be known and cited as the "affordable housing grant and loan program."

Sec. A.2-201 Purpose.

The purpose of this appendix is to enable the County of Albemarle to make grants or loans to owners of residential rental property occupied, or to be occupied, by persons of low and moderate income, for the purpose of rehabilitating or producing such property, and to make such grants or loans for the benefit of certain owner-occupied property. The preservation of existing housing in safe and sanitary condition and the production of new housing for persons of low and moderate income are public purposes and uses for which public money may be spent pursuant to state enabling authority.

Sec. A.2-202 Definitions.

For the purpose of this appendix, the following words and phrases have the meaning given to them in this section except where the context indicates a different meaning.

- (A) "Applicant" means an owner of residential rental property, or a person or entity that seeks to improve certain owner-occupied dwelling units, who submits a completed application in accordance with any loan or grant program guidelines adopted by the Board of Supervisors under this appendix, as amended and as applicable.
- (B) "Loan" means funds provided to an applicant under this appendix as a loan secured by a Deed of Trust to ensure repayment of the loan, and to ensure compliance with other conditions of the loan set forth in this appendix, to be used for the purposes set forth in this appendix.
- (C) "Grant" means funds provided to an applicant under this appendix, with conditions set forth in this appendix and (where applicable) a performance agreement, to be used for the purposes set forth in this appendix.
- (D) "Low- and Moderate-Income Persons" means persons or families whose combined income is:
 - (i) for purposes of rental properties, 60% or less of the Annual Median Income as determined by the United States Department of Housing and Urban Development for the Charlottesville Metropolitan Area, or
 - (ii) for purposes of owner-occupied properties, 80% or less of the Annual Median Income as determined by the United States Department of Housing and Urban Development for the Charlottesville Metropolitan Area.

Sec. A.2-203 Authority to make grants or loans.

The County may make grants or loans to owners of residential rental property occupied, or to be occupied, by persons of low- and moderate-income, or for the benefit of certain owner-occupied property, for the purposes set forth in this appendix. Such loans or grants will be subject to the conditions and restrictions set forth in this appendix.

Sec. A.2-204 Conditions and restrictions.

- (A) The County will condition any grant or loan on the applicant providing a minimum of 20 percent of the rental units for low- and moderate-income persons, as defined in the County's Housing Policy, for a minimum of 10 years, and (for loans) upon granting a deed of trust on the rental property for which the loan is made to secure repayment of the loan and/or compliance with the conditions and restrictions of the loan.
- (B) The County may provide grants or loans for site improvements essential to the development, preservation, or rehabilitation planned.
- (C) The County may provide grants or loans to owners or occupants to develop, preserve, and upgrade apartment buildings; to improve health and safety; to conserve energy; to prevent erosion; to enhance the neighborhood; and to reduce displacement of low- and moderate- income residents of the property.
- (D) The County may provide that the value of grant or loan assistance given by the County under subsections (B) and (C) be proportionate to the number of dwelling units rendered by the owner at reduced rents for persons of low- or moderate-income.
- (E) The County may make loans or grants of local funds to individuals for the purpose of rehabilitating owner-occupied residences or assisting in the purchase of an owner-occupied residence in designated conservation or rehabilitation districts. Any such loans or grants will be applied using the income guidelines issued by the Virginia Housing Development Authority for use in its single-family mortgage loan program financed with bonds on which the interest is exempt from federal income taxation. Financial institutions, as defined in Virginia Code § 6.2-204, will be offered the opportunity to participate in loans made under this subsection.

Sec. A.2-205 Administration by the County Executive; approval of certain loans and programs by the Board of Supervisors.

The grants and loans provided under this appendix to owners of residential rental property for the production or repair of residential rental property, or for the benefit of certain owner-occupied property, will be administered by the County Executive or his/her designee in accordance with the purpose and provisions of this appendix. The County Executive may adopt rules and regulations to ensure compliance with the integrity and legislative intent of this appendix, including but not limited to application process, use of funds, application review criteria, funding priority, application submission and review process, submission criteria, and required documentation. Any loan or grant program authorized by the Board of Supervisors under this appendix will be regulated and administered in accordance with the guidelines adopted by the Board of Supervisors at the time of establishment of such program.

(Ord. 23-A.2(1), 5-17-23, effective 7-1-23)

State law reference—Va. Code § 15.2-958.

RESOLUTION

WHEREAS, the County of Albemarle is committed to ensuring that safe, decent, affordable, and accessible housing is available for all residents, and to improving the livability of all neighborhoods;

WHEREAS, the County of Albemarle has recognized the redevelopment of the Southwood Mobile Home Park as a strategic priority;

WHEREAS, the County of Albemarle executed a public/private partnership agreement with the Habitat for Humanity of Greater Charlottesville (Habitat) in July 2019, to provide resources to Habitat to assist with redevelopment initiatives;

WHEREAS, after holding public hearings on May 3 and May 17, 2023, the County wishes to apply for up to \$1,075,000 in Community Development Block Grant (CDBG) funds to support the construction of new water/sewer infrastructure in Village 3 of the Southwood Redevelopment Project;

WHEREAS, the projected benefits of the Project are improved living conditions for low- and moderate-income households currently residing in the Southwood Mobile Home Village; and

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby endorses the County's submission of the CDBG grant application for Village 3 of the Southwood Redevelopment Project, and authorizes the County Executive to execute the application and any required certifications and assurances, as well as any supporting or related contracts or documents required to obtain or accept this grant, once such package, contracts, and/or documents have been approved as to form and substance by the County Attorney, and to take any further action required for this application.

**RESOLUTION TO APPROVE
THE SECONDARY SYSTEM SIX-YEAR PLAN (FY 24-29)**

WHEREAS, Virginia Code § 33.2-331 provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary System Six-Year Plan (SSYP);

WHEREAS, the Board has previously agreed to assist in the preparation of the SSYP, in accordance with the Virginia Department of Transportation (VDOT) policies and procedures, and participated in a public hearing on the proposed SSYP (FY 24-29), after being duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List;

WHEREAS, local and regional representatives of the VDOT recommend approval of the SSYP (FY24-29);

WHEREAS, the Secondary System Six Year Plan (FY24-29) is in the best interest of the County and of the citizens of the County; and

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle County Board of Supervisors hereby approves the SSYP (FY24-29) and authorizes the County Executive to sign the SSYP (FY 24-29); and

BE IT FURTHER RESOLVED, that the clerk of the Board shall forward a certified copy of this resolution to the District Administrator of the Virginia Department of Transportation.

ORDINANCE NO. 23-A(5)
ZMA 2022-00010 RIVERSIDE VILLAGE AMENDMENT

**AN ORDINANCE TO AMEND THE APPLICATION PLAN AND
CODE OF DEVELOPMENT APPROVED WITH
ZMA 2016-00019 FOR PARCEL ID 078G0-00-01-000A0**

WHEREAS, the application to amend the application plan and code of development that were approved with ZMA 2016-00019 for Parcel ID 078G0-00-01-000A0 (the "Property") is identified as ZMA 2022-00010 Riverside Village Amendment ("ZMA 2022-10"); and

WHEREAS, ZMA 2022-10 proposes to amend the application plan and code of development for Block 1 that were approved with ZMA 2016-00019 to reduce the minimum required commercial square footage from 8,000 to 4,800 square feet; and

WHEREAS, staff recommended approval of ZMA 2022-10, provided that technical revisions were made to the application plan and the proffers; and

WHEREAS, the Planning Commission held a duly noticed public hearing on ZMA 2022-10 on February 28, 2023, and recommended denial based on the original application plan and code of development requesting a reduction of the minimum required commercial square footage from 8,000 to 1,600 square feet;

WHEREAS, following the Planning Commission public hearing, the applicant made all of the staff-recommended revisions to the application plan and the code of development; and

WHEREAS, on May 17, 2023, the Albemarle County Board of Supervisors held a duly noticed public hearing on ZMA 2022-10.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Albemarle, Virginia, that upon consideration of the transmittal summary and staff report prepared for ZMA 2022-10 and their attachments, including the application plan and code of development dated October 17, 2022 and last revised on April 11, 2023, the information presented at the public hearings, any comments received, the material and relevant factors in Virginia Code § 15.2-2284 and County Code § 18-33.6, and for the purposes of public necessity, convenience, general welfare and good zoning practices, the Board hereby approves ZMA 2022-10, with the revised application narrative entitled, "ZMA2022-00010 Riverside Village-Block 1 Amendment" dated April 11, 2023 prepared by Shimp Engineering, P.C., and the revised application plan and code of development dated October 17, 2022 and last revised on April 11, 2023.