

<p style="text-align: center;">ACTIONS Board of Supervisors Meeting of June 7, 2017</p>		
		June 8, 2017
<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>	<u>VIDEO</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> Meeting was called to order at 9:03 a.m., by the Chair, Ms. McKeel. All BOS members were present. Also present were Doug Walker, Greg Kamptner, Claudette Borgersen and Travis Morris. 		Link to video
<p>4. Adoption of 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>Brad Sheffield:</u></p> <ul style="list-style-type: none"> Announced his daughter's graduation. <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> Announced that the change to the start time for the June 7 meeting was due to Monticello High School graduation. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Announced that the Rivanna River Basin Commission work plan will expand into the urban ring corridor. Announced the Putt-Putt with Police event will take place on June 13, from 12:00 p.m.- 4:00 p.m. on Rio Road. <p><u>Norman Dill:</u></p> <ul style="list-style-type: none"> Announced that Tuesday, June 13, is the primary election day and encouraged citizens to vote. <p><u>Liz Palmer:</u></p> <ul style="list-style-type: none"> Announced she had information regarding receiving a ride to voting polls. Remarked that she attended a traffic meeting in Batesville with Joel DeNunzio and Kevin McDermott. <p><u>Brad Sheffield:</u></p> <ul style="list-style-type: none"> Announced the Rio traffic meeting on June 13, at 7:00 p.m. at the Seminole Trail Fire Department. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Encouraged traffic calming at the country crossroads village stores. 		
<p>6. Proclamations and Recognitions:</p> <p>a. Resolution of Appreciation for David Bass.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED Resolution and presented to David Bass. 	(Attachment 1)	
<p>7. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <u>Don Richardson</u>, resident of the White Hall District, spoke regarding Albemarle County current Special Use permit process. <u>Bill Love</u>, Vice-Chair of Albemarle County Electoral Board, spoke regarding plans for Yancey Elementary School polling location. <u>Neil Williamson</u>, spoke on behalf of the Free 		

	Enterprise Forum regarding the Albemarle County Special Use permit process.	
8.1	FY 2017 Appropriations. <ul style="list-style-type: none"> ADOPTED resolution to approve appropriations #2017099, #2017100, #2017101, #2017102, #2017103, and #2017104 for local government and school division projects and programs. 	<u>Clerk:</u> Forward copy of signed resolution to OMB, Finance and County Attorney's office. (Attachment 2)
8.2	Wireless Service Authority Draft Resolution and Articles of Incorporation - Set Public Hearing. <ul style="list-style-type: none"> Pulled from consent agenda. 	
8.3	Business License Ordinance Amendments (Chapter 8). <ul style="list-style-type: none"> SET public hearing for August 2, 2017. 	<u>Clerk:</u> Schedule on agenda and advertise in Daily Progress.
8.4	Tax Ordinance Amendments (Chapter 15) <ul style="list-style-type: none"> SET public hearing for August 2, 2017. 	<u>Clerk:</u> Schedule on agenda and advertise in Daily Progress.
8.5	Memorandum of Understanding between the County and the Economic Development Authority. <ul style="list-style-type: none"> ADOPTED Memorandum of Understanding. 	<u>Clerk:</u> Forward copy of signed resolution to Economic Development and County Attorney's office. (Attachment 3) <u>County Attorney:</u> Provide clerk with copy of fully executed MOU.
8.6	Virginia Department of Health (VDH) Lease Amendment. <ul style="list-style-type: none"> ADOPTED Resolution to authorize the execution of the proposed Second Amendment to the Deed of Lease between the City of Charlottesville, the County of Albemarle and the Commonwealth of Virginia, Department of Health. 	<u>Clerk:</u> Forward copy of signed Resolution to Attorney's Office. (Attachment 4)
8.7	Acquisition of Conservation Easements (ACE) Ranking Order for FY17 Applicant Pool <ul style="list-style-type: none"> APPROVED the final ranking order for the FY17 applicant pool. AUTHORIZED appraisals of the top three properties: Robertson, Kerley, and Earnhardt. 	<u>Ches Goodall:</u> Proceed as approved.
8.8	Extension of deferral request for SP201400014 - Faith Temple Church (new sanctuary addition) <ul style="list-style-type: none"> APPROVED the deferral of SP201400014, Faith Temple Church (new sanctuary addition), extending the expiration date to June 7, 2018. 	<u>Chris Perez:</u> Proceed as approved.
8.9	Recommendation on Extended Hours at McIntire Recycling Center. <ul style="list-style-type: none"> ENDORSED the Committee recommendation and DIRECTED the Albemarle County representatives on the RSWA Board of Directors to sponsor consideration of the recommendations at the next RSWA Board meeting. 	<u>Trevor Henry/Doug Walker:</u> Proceed as directed.
8.10	Hollymead Towncenter - Meeting Street Phase I and II. <ul style="list-style-type: none"> Pulled from the consent agenda. 	
8.11	Timberwood Boulevard Phase I And Phase II. <ul style="list-style-type: none"> ADOPTED resolution 	<u>Clerk:</u> Forward copy of signed resolution to Community Development. (Attachment 5)
	Appointments.	

<ul style="list-style-type: none"> By a vote of 6:0, APPOINTED the following individuals to the Albemarle Broadband Authority: <ul style="list-style-type: none"> Supervisors Rick Randolph and Liz Palmer with said term to run concurrent with elected term of office on the Board of Supervisors; and Mr. William Fritz, Mr. Michael Culp, Mr. Landon McDowell and Mr. William Walsh with said terms to expire June 7, 2021. 		
<p>Wireless Service Authority Draft Resolution and Articles of Incorporation - Set Public Hearing.</p> <ul style="list-style-type: none"> By a vote of 6:0, APPROVED Draft Articles of Incorporations, and Resolution; and AUTHORIZED staff to advertise the August 2, 2017 public hearing and provide the final version of the Articles of Incorporation for public review. 	<p><u>Clerk:</u> Schedule on August 2 agenda and advertise in Daily Progress.</p>	
<p>Hollymead Towncenter - Meeting Street Phase I and II.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED resolution. CONSENSUS to DIRECT staff to change the name of Meeting Street. 	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development. (Attachment 6)</p>	
<p>9. City/County MOU Update.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED recommendation to use the PVCC partnership. By a vote of 6:0, APPROVED the MOU initiatives. 	<p><u>Lee Catlin:</u> Proceed as approved.</p>	
<p>10. Board-to-Board, May 2017, A monthly report from the Albemarle County School Board to the Albemarle County Board of Supervisors.</p> <ul style="list-style-type: none"> RECEIVED. 		
<p>11. Community Health Improvement Plan.</p> <ul style="list-style-type: none"> RECEIVED. 		
<p>12. Hydraulic Area Project Advisory Panel Update.</p> <ul style="list-style-type: none"> RECEIVED. 		
<p>13. Transformational Initiatives Update.</p> <ul style="list-style-type: none"> RECEIVED. 		
<p>14. Closed Meeting.</p> <ul style="list-style-type: none"> At 12:29 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: 1. Discuss and consider appointments to boards, committees, and commissions in which there are pending vacancies or requests for reappointments; 2. Discuss and consider the resignation of an employee of the Board of Supervisors; and 3. Discuss and consider the annual performance appraisal of the County Attorney. Under Subsection (7), to consult with and be briefed by legal counsel and staff regarding specific legal matters requiring legal advice about: 1. Commercial uses on private water systems; and 2. Probable litigation arising from 3 claims where such consultation or briefing in open meeting would adversely 		

	affect the negotiating or litigating posture of the County. The claims relate to alleged injuries sustained to private property by a falling tree, to alleged personal injuries resulting from a moving police vehicle, and alleged personal injuries resulting from an arrest.	
15.	Certify Closed Meeting. <ul style="list-style-type: none"> At 1:07 p.m., the Board reconvened into open meeting and certified the closed meeting. 	
16.	Boards and Commissions: <p>a. Vacancies and Appointments.</p> <ul style="list-style-type: none"> REAPPOINTED Ms. Cynthia Chiles to the Charlottesville-Albemarle Convention and Visitors Bureau (CACVB) Management Board, with said term to expire June 30, 2019. REAPPOINTED Ms. M. Waltine Eubanks to the Jefferson Area Board for Aging Advisory Council, with said term to expire May 31, 2019. APPOINTED Ms. Lynda White to the Jefferson Area Board for Aging Advisory Council, with said term to expire May 31, 2019. REAPPOINTED Mr. Rob Neil, Mr. Louis Lopez, Ms. Olivia Branch, and Mr. Jason Inofuentes to the Pantops Community Advisory Committee with said terms to expire June 30, 2019. APPOINTED Ms. Stephanie Lowenhaupt and Mr. Calvin Morris to the Pantops Community Advisory Committee, with said terms to expire June 30, 2019. REAPPOINTED Mr. A. Bruce Dotson to the Piedmont Virginia Community College Board, with said term to expire June 30, 2021. 	<u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.
17.	From the Public: Matters Not Listed for Public Hearing on the Agenda. <ul style="list-style-type: none"> There were none. 	
18.	<u>Pb. Hrg.: FY 18 Appropriations and On-going Funding of Multi-Year Capital Projects.</u> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED Resolution of On-Going Multi-Year Capital Projects Appropriation #2018001. By a vote of 6:0, ADOPTED Resolution to approve Appropriation #2018002 for local government and school division projects and programs. 	<u>Clerk:</u> Forward copy of signed Resolutions to OMB and County Attorney's office. (Attachments 7 and 8)
19.	<u>Pb. Hrg.: Ordinance to amend County Code Chapter 4, Animals and Fowl.</u> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED the ordinance. 	<u>Clerk:</u> Forward copy of signed Ordinance Police Department and County Attorney's office. (Attachment 9)
20.	<u>Compensation of Board of Supervisors.</u> <ul style="list-style-type: none"> By a vote of 5:1 (Randolph), ADOPTED the ordinance. 	<u>Clerk:</u> Forward copy of signed Ordinance to Finance, Human Resources and County Attorney's office. (Attachment 10)
22.	From the Board: Committee Reports and Matters Not Listed on the Agenda. <u>Liz Palmer:</u>	<u>Interim County Executive:</u> Direct staff to prepare a resolution.

	<ul style="list-style-type: none"> Requested feedback from the Board regarding potential future action regarding climate change and a resiliency plan. 		
23.	<p>From the County Executive: Report on Matters Not Listed on the Agenda. <u>Doug Walker:</u></p> <ul style="list-style-type: none"> Spoke regarding interest in and the approach to historic monuments, artifacts and buildings that are on County property. Provided an update to the Board regarding the new County Executive Monthly Report. 		
24.	<p>Closed Meeting.</p> <ul style="list-style-type: none"> At 2:20 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 the annual performance appraisal of the County Attorney. Under Subsection (7), to consult with and be briefed by legal counsel and staff regarding specific legal matters requiring legal advice about: 1. Probable litigation arising from 3 claims where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the County. The claims relate to alleged injuries sustained to private property by a falling tree, to alleged personal injuries resulting from a moving police vehicle, and alleged personal injuries resulting from an arrest. 2. County liability related to the actions of another public body. 		
	<p>Certify Closed Meeting.</p> <ul style="list-style-type: none"> At 3:27 p.m., the Board reconvened into open meeting and certified the closed meeting. 		
25.	<p>Adjourn to June 14, 2017, 4:00 p.m., Lane Auditorium.</p> <ul style="list-style-type: none"> The meeting was adjourned at 3:28 p.m. 		

ckb/tom

Attachment 1 – Resolution of Appreciation – David Bass

Attachment 2 – Resolution to Approve Additional FY 17 Appropriations

Attachment 3 – Resolution to Approve the Memorandum of Understanding Between the County of Albemarle, Virginia and the Economic Development Authority of Albemarle County

Attachment 4 – Resolution Approving the Second Amendment to the Deed of Lease Between the City of Charlottesville, The County of Albemarle, and the Commonwealth of Virginia Department of Health

Attachment 5 – VDOT Resolution – Timberwood Boulevard

Attachment 6 – VDOT Resolution – Meeting Street Phase I and II

Attachment 7 – Resolution to Appropriate FY 18 On-going Funding of Multi-Year Capital Projects For the Fiscal Year Ending June 30, 2018

Attachment 8 – Resolution to Approve Additional FY 18 Appropriations

Attachment 9 – Ordinance No. 17-4(1)

Attachment 10 – Ordinance No. 17-2(1)

RESOLUTION

- WHEREAS,** David Bass has been a member of the Albemarle County Board of Zoning Appeals since January 1, 1996; and
- WHEREAS,** David Bass has been the Chairman of the Board of Zoning Appeals (BZA) since February 7, 2006; and
- WHEREAS,** in his commitment to provide his best service as a new BZA member, David voluntarily became the first Albemarle County BZA member to attend the Virginia Certified BZA Program; and
- WHEREAS,** David has provided consistently high quality facilitation which always valued appropriate substantive and procedural due process for the BZA meetings for over 11 years as Chairman; and
- WHEREAS,** in his role as a BZA member for over 21 years, David's tact and respect for the rights and thoughts of all individuals are clearly evident and have represented the public well; and
- WHEREAS,** in his calm, poised and principled manner, David has provided thoughtful and consistent leadership to the BZA and staff.
- NOW, THEREFORE, BE IT RESOLVED,** that, we, the Albemarle County Board of Supervisors, do hereby commend and thank David Bass for his 21 years of service to Albemarle County as a member of the Board of Zoning Appeals.

Signed and sealed this 7th day of June, 2017.

**RESOLUTION TO APPROVE
ADDITIONAL FY 17 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That Appropriations #2017099, #2017100, #2017101, #2017102, #2017103, and #2017104 are approved; and
- 2) That the appropriations referenced in Paragraph #1, 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, 2017.

RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ALBEMARLE, VIRGINIA AND THE ECONOMIC DEVELOPMENT AUTHORITY OF ALEBEMARLE COUNTY, VIRGINIA

WHEREAS, the Board finds that it is in the best interest of the County to enter into a Memorandum of Understanding with the Economic Development Authority of Albemarle County, Virginia that describes the respective roles of the County and the Economic Development Authority.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby approves the Memorandum of Understanding with the Economic Development Authority of Albemarle County, Virginia and authorizes the County Executive to execute the Memorandum of Understanding on behalf of the County once it has been approved as to substance and form by the County Attorney.

* * * * *

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is dated June 7, 2017, and is entered into by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “County”), and the **ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “EDA”).

The purpose of this Memorandum of Understanding is to state the respective roles of the County and the EDA in implementing the County's policies, objectives, and goals pertaining to economic development as provided in the County's Comprehensive Plan.

The County and the EDA agree that the County's goal for economic development – to create and maintain a strong, diverse, and sustainable economy, to retain existing businesses, and to promote new local ventures, all of which will benefit the County's citizens – is also the goal of the EDA.

The County and the EDA also agree that promoting and assisting in the retention or expansion of existing businesses is a higher priority than attracting new businesses, and that the actions of the County and the EDA described below should be guided by that prioritization.

Lastly, the County and the EDA acknowledge that successful economic development is intrinsically tied to the sound planning policies and principles established in the County's Comprehensive Plan.

1. The EDA will, to the extent that it is authorized under the Industrial Development and Revenue Bond Act (Virginia Code § 15.2-4900, et seq.), and to the extent that it has funding for these purposes:

A. Promote new employment activities, particularly those target industries identified in the 2012 Target Industry Study on lands designated as Development Areas in the Comprehensive Plan. (ED Strategy 1a)

B. Promote agriculture, forestry, and agricultural business enterprises on lands designated as Rural Area in the Comprehensive Plan that help support the Rural Area goals for a strong agricultural and forestal economy. (ED Strategy 1b)

C. Promote and assist business retention and expansion on lands designated as Development Areas in the Comprehensive Plan. (ED Strategy 2b)

D. Use the 2012 Target Industry Study to guide its actions pertaining to business retention and expansion and new business. (ED Strategy 3a)

E. Assist existing businesses where agriculture is a main component. (ED Strategy 3g)

F. Assist existing agricultural businesses. (ED Strategy 3h)

G. Promote and assist in the establishment and expansion of businesses on lands designated as Development Areas in the Comprehensive Plan on appropriately zoned lands. (ED Strategy 4b)

H. Promote and assist in the redevelopment of underutilized commercially- and industrially-zoned lands designated as Development Areas in the Comprehensive Plan. (ED Strategy 4c)

I. Promote and assist, on its own or in conjunction with other organizations or public bodies, small, locally owned, local agricultural businesses, minority-owned businesses, and micro-enterprises in their start-up and early operation efforts. (ED Strategy 6d)

J. Create appropriate incentives that address the needs of the target industries and emerging businesses. (ED Strategy 6e)

K. Promote and assist in relocating nonconforming businesses in the Rural Areas zoning district to lands designated as Development Areas in the Comprehensive Plan. As provided in Section 4(A), the EDA will obtain the Board of Supervisors' prior consent before it assists a business in establishing or expanding its use on lands designated Rural Area in the Comprehensive Plan if the business use is inconsistent with the Comprehensive Plan.

L. Allocate its emphasis on the following tasks as prioritized by the Board of Supervisors and directed in the Economic Development Strategic Plan:

1. Existing business retention or expansion
2. New business establishment
3. Workforce development
4. Real estate development and redevelopment
5. Business attraction

2. The County, through its Board of Supervisors, will:

A. Reasonably and timely consider all matters of the EDA which federal or state law or this Memorandum of Understanding requires action by the Board, including any proposed bond issuance by the EDA.

B. Continue the Economic Opportunity Fund, subject to appropriation.

3. The County and the EDA will:

A. Work cooperatively and in close coordination to achieve the County's goal for economic development.

B. Consider entering into a new Memorandum of Understanding after the County's Board of Supervisors adopts an Economic Development Strategic Plan.

4. The EDA will obtain prior consent of the County's Board of Supervisors before it:

A. Promotes and advocates establishing or expanding a business on lands designated as Rural Area in the Comprehensive Plan in order to allow a business to be established, or an existing business to be expanded, in the Rural Area if the business use is inconsistent with the Comprehensive Plan, including the land use policies of the Rural Area chapter of the Comprehensive Plan.

B. Acquires by any means possible, or assists any business or venture in acquiring, lands designated as Rural Area in the Comprehensive Plan in order to allow a business to be established, or an existing business to be expanded, in the Rural Area if the business use is not allowed by right or by special use permit in the Rural Areas zoning district.

The parties affirm that, on lands designated as Rural Area in the Comprehensive Plan, the primary role of the EDA is to promote the economic development of the Rural Area in a manner that is fully consistent with the land use policies of the Rural Area chapter of the Comprehensive Plan and, in particular, promoting agriculture, forestry, and agricultural business enterprises that help support a strong agricultural and forestry economy.

5. Interpretation and implementation. This Memorandum of Understanding shall be interpreted and

implemented as follows:

A. The interpretation of the Comprehensive Plan shall be the sole responsibility of the Board of Supervisors or its express designee.

B. The terms used in this Memorandum of Understanding, including, but not limited to, "Development Areas," "Rural Area," and "Target Industry," will be interpreted as they are defined or described in the County's Comprehensive Plan or Zoning Ordinance, as applicable in the context in which they are used.

C. As used in Section 4, the term "expanded" means any change that increases the building footprint of an existing building or adds a new building.

D. Notwithstanding Sections 4(A) and (B), neither the EDA nor its individual members shall be prohibited from discussing potential economic development projects with landowners and businesses in order to gather information for the Board of Supervisors' consideration and deliberation. The EDA will communicate relevant information to the Board of Supervisors.

6. Amendment. This Memorandum of Understanding may be amended at any time in writing by mutual agreement of the County and the EDA.

7. Termination. This Memorandum of Understanding may be terminated at any time by mutual agreement of the County and the EDA, or by the County after first providing 60 days' written notice to the chair of the EDA.

8. Legislative powers preserved. This Memorandum of Understanding does not restrict or alter any legislative power of the Board of Supervisors under the Industrial Development and Revenue Bond Act or any other law.

SIGNATURES ARE ON THE FOLLOWING PAGE

COUNTY OF ALBEMARLE, VIRGINIA

Diantha H. McKeel, Chair
Board of County Supervisors

**ECONOMIC DEVELOPMENT AUTHORITY OF
ALBEMARLE COUNTY, VIRGINIA**

W. Rod Gentry, Chair

**RESOLUTION APPROVING THE SECOND AMENDMENT TO THE
DEED OF LEASE BETWEEN THE CITY OF CHARLOTTESVILLE,
THE COUNTY OF ALBEMARLE, AND
THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF HEALTH**

WHEREAS, the City of Charlottesville and the County of Albemarle jointly own the Health Department property and building located at 1138 Rose Hill Drive leased to the Commonwealth of Virginia (Thomas Jefferson Health Department); and

WHEREAS, the current lease, dated July 1, 1995, was amended July 22, 2009 to extend the lease term and to consent to the execution of the License Agreement between the Health Department and the Charlottesville Free Clinic for the Clinic's sole use of 3,386 square feet of the facility; and

WHEREAS, the parties subsequently have agreed on certain amendments to their existing lease, including increased rent, specified improvements and services, and an extended lease term through June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to sign, in a form approved by the County Attorney, a Second Amendment to the Deed of Lease between the City of Charlottesville, the County of Albemarle and the Commonwealth of Virginia Department of Health to extend the Health Department Lease through June 30, 2022.

SECOND AMENDMENT TO DEED OF LEASE

This **SECOND AMENDMENT TO DEED OF LEASE** (this “Second Amendment”), by and between the CITY OF CHARLOTTESVILLE and the COUNTY OF ALBEMARLE, Virginia (together, “Lessors”) and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES (“Lessee”) amends that certain Deed of Lease dated July 1, 1995 (the “Original Lease”) by and between the Lessors and the Virginia Department of Health (“VDH”), as previously amended by the Lessors and VDH dated July 22, 2009 (the “First Amendment”)(together, the “Lease”).

WITNESSETH:

WHEREAS the parties hereto desire to amend the Lease, and for and in consideration of the terms, conditions, covenants promises, benefits and agreements herein provided, the sufficiency of which is acknowledged by each party,

NOW, THEREFORE, the parties do hereby set forth their agreement for amendment of the Lease, as follows:

1. **TERM.** **Section 1** of the Lease is deleted and replaced with the following:

(A) Pursuant to the First Amendment, the Lease expires on June 30, 2017. The parties hereby agree to a new lease term of five (5) years (the “Extended Term”), commencing on July 1, 2017 (“Commencement Date”) and continuing until midnight on June 30, 2022 (“Expiration Date”). Sections 10 and 11 of the Lease shall be and remain in full force and effect and shall apply to the Extended Term, except that the three (3) month notices referenced in Section 11(A) are hereby changed to six (6) months. Throughout the Lease, all references to the “initial term” shall be deemed and construed as including the Extended Term.

(B) Holdover tenancy: in the event that Lessee timely gives the notice required by section 1(B), above, and the parties are negotiating rent in good faith beyond the Expiration Date, then the Lessee shall be deemed a month-to-month Tenant subject to all terms and conditions of the expired Lease. The month-to-month tenancy shall terminate on such date as either party gives notice to the other in accordance with Section 12 of the Lease.

2. **RENT.** **Section 2** of the Lease is deleted and replaced with the following:

Lessee covenants to pay Lessors the sum of \$251,655 per year, as rent for the Demised Premises (“Rent”), payable in equal quarterly installments due and payable in arrears on the last day of each fiscal quarter. Rent shall be made payable to the City of Charlottesville and mailed or delivered to: Attention: Department of Finance, P.O. Box 911, Charlottesville, Virginia, or to such other party or address as the Lessors may from time to time designate in writing.

3. **PURPOSE AND USE OF DEMISED PREMISES.** **Section 3** of the Lease is deleted and replaced with the following:

- (A) The Demised Premises may be used and occupied by the Lessee, for and in connection with the operations and services of the Charlottesville-Albemarle Health Department of the Thomas Jefferson Health District, a department of the Commonwealth of Virginia, its officials, employees and agents. The Demised Premises may not be used for any other purpose(s) or use(s) other than as may be authorized by the Lessors' advance written consent; and
- (B) The Lessee may authorize the Charlottesville Free Clinic (the "Licensee"), a Virginia non-profit corporation, to use and occupy the Demised Premises during Lessee's tenancy under the Lease, under such terms and conditions as may be authorized by the Lessee within a written License Agreement. Any such License Agreement shall not contain terms inconsistent with any provisions of this Lease, and it shall not constitute an assignment of this Lease, in whole or in part. The Licensee shall have no privity of contract with the Lessors. The Lessors acknowledge that the License Agreement dated June 12, 2009 was consented to by them in the First Amendment.
- (C) Lessee requires that the Lessors must include as part of this Lease the Firearms Rider attached hereto as **Exhibit B**. The Lessee acknowledge that the Firearms Rider is not a negotiated term of this Lease, but one that has been imposed by the Virginia Department of General Services pursuant to Executive Order 50 of the Governor of the Commonwealth of Virginia. Under no circumstances shall the Lessors' approval of this Lease, or their execution of this Lease document, be deemed a violation of Virginia Code §15.2-915(A), or any other state statute that prohibits or restricts localities from regulating the possession or carrying of firearms. Lessors shall have no obligation, and shall undertake no responsibility, for enforcement or administration of the provisions of the Firearms Rider.

4. **IMPROVEMENTS BY LESSORS.**

Section 5(D) of the Lease is deleted and replaced with the following:

(D) Lessors shall make the following improvements to the Demised Premises pursuant to the attached **Exhibit A** of the Property Condition Assessment Report by EMG dated October 3, 2015) as follows:

Within 12 months of the Commencement Date:

- (1) All ADA improvements completed:
- 356172
 - 356164
 - 356170
 - 356169

- 356171
- 356165
- 356168
- 356167
- 356166
- (2) Fire alarm control panel replacement:
 - 356319
- (3) Replace all water damaged ceiling tiles.

Within 24 months of the Commencement Date:

- (4) Brick upper exterior pointed
 - 356207 Caulking, expansion joints, 1"x1/2", remove and replace
 - 356206 Repair precast concrete panels due to minor cracks and rust
 - 356204 Point brick wall upper floor
 - 356209 Curtain wall, metal and seal maintenance
- (5) Patch/repair/seal asphalt and sidewalks in parking lots

Within 36 months of the Commencement Date:

- (6) Interior refurbishment other than ceiling tiles
 - a. 356287 Gypsum Board/Plaster/Metal, Interior Wall, Prep & Paint
 - b. 356289 Vinyl Tile Flooring, Replace
 - c. 356288 Carpet, Standard Commercial, Medium Traffic, Replace

Within 48 months of the Commencement Date:

- (7) Replace acoustical tile ceiling
 - 356290

5. **Section 5** of the Lease is further amended, to add a new section 5(E), as follows:

5(E) Lessors reserve a right of entry, pursuant to which Lessors, their employees, agents and contractors, shall have the right to enter and/or pass through any part of the Demised Premises, without prior notice: (i) in case of emergency and (ii) to provide scheduled maintenance services, and (iii) to exercise any other right or obligation of Lessors under this Lease. If Lessors exercise this right of entry in an emergency, then as soon as practicable before or after such emergency entrance, Lessors shall contact the VDH Business Manager and advise that official of such entry. With respect to entry under item (iii), notice of such entry shall be given in advance of such entry. In any event, nothing herein gives to Lessors or their employees, agents or contractors any right to violate the privacy of the patients of the clinic, and due care shall be given at all times to avoid any such invasion of privacy.

6. **UTILITIES AND ROUTINE MAINTENANCE.** **Section 6** of the Lease is amended to add new sections 6(D), 6(E), 6(F), 6(G) and 6(H), as follows:

6(D) *Utilities*--Lessee shall obtain and pay for all heating, air conditioning, electricity, water, and sewage, and other utilities, as may be necessary or desirable for its use and occupancy of the Demised Premises.

6(E) *Janitorial*--Lessee shall provide and pay for janitorial services and supplies as may be necessary or desirable for its use and occupancy of the Demised Premises. Lessor shall provide for collection of refuse from a centralized dumpster.

6(F) *Elevator maintenance and inspections*—Lessors shall provide and pay for routine maintenance and inspections, as well as repair and replacement, of the building elevator.

6(G) *Snow and ice removal*—Lessors shall provide and pay for snow removal from the parking lots, pedestrian walkways, vehicle travel ways, handicapped-accessible ramp, and other exterior areas appurtenant to and part of the Demised Premises.

6(H) *Exterior landscaping*—Lessors shall provide and pay for routine mowing and other maintenance of grass and all landscaping appurtenant to the Demised Premises.

7. **IMPROVEMENTS AND ALTERATIONS OF DEMISED PREMISES.** Section 8 of the Lease is deleted and replaced with the following:

(A) Lessee, or a licensee of Lessee with Lessee's permission, may make such alterations, modifications, additions and/or improvements upon or to the Demised Premises as Lessee deems desirable or advisable; provided, however, that any structural, mechanical or electrical alterations (e.g., alterations to the building roof, building foundation; load-bearing interior walls; exterior walls; replacement of windows; heating and air conditioning systems; electrical systems; fire suppression and/or alarm systems, elevator, etc.) shall require the prior written consent of the Lessors, following an opportunity to review plans for such work. Fixtures and non-structural partitions made and/or installed by Lessee shall remain the property of Lessee and, upon termination of this Lease may, at Lessee's option, be removed.

(B) Lessors shall have the right to make such alterations, modifications, additions and/or improvements upon or to the Demised Premises as Lessors deem necessary or advisable for the purposes of complying with its obligations under this Lease.

8. **DISCLOSURES; NON-WAIVER; APPROPRIATIONS.** Section 11 of the Lease is amended as follows:

The Section heading is changed to read as follows:

**11. TERMINATION; IMMUNITY OF GOVERNMENT ENTITIES;
APPROPRIATIONS**

Sections 11(B) and (C) of the Lease are deleted and replaced with the following:

- 11 (B) Sovereign Immunity. Lessors understand and acknowledge that Lessee and VDH are agencies of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Demised Premises, including product liability, the Commonwealth, Lessee and VDH are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices. No provision, covenant or agreement contained in the Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, Lessee or VDH, from tort or other liability.

Lessors hereby expressly reserve all sovereign, governmental and official immunity(ies) available to them under the laws of the Commonwealth of Virginia.

- 11 (C) No Indemnification. Lessors understand and acknowledge that Lessee and VDH have not agreed to provide any indemnification or save harmless agreements running to Lessors. Lessee understands and acknowledges that Lessors have not agreed to provide any indemnification or save harmless agreement running to Lessee or any licensee of Lessee.

New sections 11(D), 11(E) AND 11(F) are added, as follows:

- 11 (D) Choice of Law. The Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia.
- 11 (E) Dissolution or Restructuring of VDH. Notwithstanding any other provision of the Lease, if VDH shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Demised Premises for its intended purpose and use, then the Lease shall terminate.
- 11 (F) Non-Appropriation. Agencies of the Commonwealth of Virginia, and political subdivisions of the Commonwealth, cannot expend funds unless appropriated by the Virginia General Assembly or their governing bodies, respectively, and may not obligate a future session of the Virginia General Assembly or of a local governing body. It is further understood that the Rent paid by Lessee is derived from appropriations (or federal funding) made to VDH and paid over to Lessee. Therefore, notwithstanding any provision in the Lease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of the Lease for all Occupants, the Lease and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds. Likewise, the performance of Lessors' obligations under the Lease are expressly made subject to the availability and

appropriation of funds for such purpose by Lessors' respective governing bodies. In the event that the Lessors are unable to meet their obligations herein due to a lack of sufficient appropriation, Lessee reserves the right to terminate this Lease.

9. **NOTICES.** Section 12 of the Lease is amended as follows:

12(B): The address for notices to the Division of Real Estate Services, as previously amended in ¶ 4 of the First Amendment, is changed to the following: Division of Real Estate Services, ATTN: Director, 1100 Bank Street, 3rd Floor, Richmond, Virginia 23219.

A new section 12(D) is added, as follows:

12(D) It being acknowledged that the Lessors herein are two distinct governmental bodies, and that any action taken by one does not constitute the action of the other, the following rules apply with respect to notices:

- (1) Any notice sent to the Lessee must be sent by both Lessors. If a notice is sent by only one Lessor it shall have no effect whatsoever. However, if a subsequent identical notice is sent by the other Lessor, then the provisions of such notice shall be deemed effective as of the receipt of the second notice.
- (2) If a request is sent by the Lessee seeking the consent of the Lessors to take some action (e.g., to make improvements to the Demised Premises), the action shall be approved when both Lessors have approved it. If the consent is made conditional, then the consent shall be deemed conditioned only to the extent that both Lessors have set out the same conditions. However, to the extent that the Lessors have an obligation under the Lease, as amended, to act reasonably, and one Lessor fails to respond in a reasonable time to a request by the Lessee while the other Lessor has approved the request, the request shall be deemed approved.
- (3) To the extent that the Lessors have any obligation to perform an action (e.g., lawn maintenance), the obligation shall be deemed to be that of both Lessors, with the understanding, however, that if either Lessor fulfills the obligation then the obligation will be deemed fulfilled.

10. **MODIFICATION AND ASSIGNMENT.** Section 15 of the Lease is deleted and replaced with the following:

15(A) This Lease shall not be modified, altered or amended except by mutual written agreement executed by Lessors and Lessee with the same formality as the Lease.

15(B) Lessee may not assign this Lease, or sublet the Demised Premises, without the written consent of the Lessors, which consent shall not be unreasonably withheld or delayed, except that Lessee may assign this Lease to another agency of the Commonwealth of Virginia without Lessors' consent. Any assignment of the Lease shall be subject to all of the terms, conditions and requirements of this Lease.

15(C) Lessors acknowledge that the Lease has been assigned by VDH to the Commonwealth of Virginia, Department of General Services. Lessors consent to this assignment. The Department of General Services, through its Division of Real Estate Services, is responsible for the leasing of space for the use of agencies of the Commonwealth of Virginia. The Department, as Lessee herein, does not contemplate that it will occupy the Demised Premises itself, but rather that the Premises will be used by VDH. VDH shall have the benefit of any rights of Lessee associated with the Lease. VDH is authorized to deal directly with Lessors concerning routine maintenance and repairs, building access, entry of Lessors onto the Demised Premises and similar matters; provided, however, that nothing herein prevents Lessee from dealing directly with Lessors as to any such matters. Lessors shall deal solely with Lessee as to change orders, major repairs, insurance, untenability, breaches or defaults, termination, extensions of the term (including any option terms), and additional charges imposed by Lessors (as may be authorized by the Lease or subsequent agreement of the parties).

11. MISCELLANEOUS.

- (A) Except as amended by this Second Amendment to Deed of Lease, the Lease provisions shall be and remain in full force and effect.
- (B) This Second Amendment to Deed of Lease shall not be effective or binding unless and until signed by all parties and approved by the Governor of Virginia pursuant to Section 2.2-1149 of the Code of Virginia (1950), as amended.

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties have affixed their signatures and seals.

LESSOR: CITY OF CHARLOTTESVILLE

By: Maurice Jones, City Manager

Signature: _____

Date: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Second Amendment to Deed of Lease was acknowledged before me this _____ day of _____, 201__ by _____ acting in his/her capacity as City Manager of the City of Charlottesville, Virginia.

My commission expires: _____

Registration No. _____

Notary Public

LESSOR: COUNTY OF ALBEMARLE

By: Douglas C. Walker, Interim County Executive

Signature: _____

Date: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Second Amendment to Deed of Lease was acknowledged before me this _____ day of _____, 201__ by Douglas C. Walker, acting in his capacity as Interim County Executive of the County of Albemarle, Virginia.

My commission expires: _____

Registration No. _____

Notary Public

**LESSEE: COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES**

By: _____
Title: _____

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

The foregoing Second Amendment to Deed of Lease was acknowledged before me this _____ day of _____, 201__ by _____ acting in his/her capacity as _____ of the Commonwealth of Virginia, Department of General Services, on behalf of the agency.

My commission expires: _____

Registration No. _____

Notary Public

Recommend Approval:
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES

Director

APPROVED BY THE GOVERNOR

Pursuant to Section 2.2-1149 of the Code of Virginia (1950), as amended, and by the authority delegated to me under Executive Order 88 (01), dated December 21, 2001, I hereby approve this Second Amendment to Deed of Lease and execute this instrument for and on behalf of the Governor or Virginia.

Secretary of Administration

Date:

EXHIBIT A

Property Condition Assessment Report

(Copy Attached)



PROPERTY CONDITION ASSESSMENT

CITY OF CHARLOTTESVILLE
Department of Public Works/Facilities Management
305 4th Street, Northwest
Charlottesville, Virginia 22903
Mr. Tim Breitenbach



**PHYSICAL NEEDS ASSESSMENT
AND LIMITED ADA ASSESSMENT REPORT
of
HEALTH DEPARTMENT-CHARLOTTESVILLE**
1138 Rose Hill Drive
Charlottesville, Virginia 22903

PREPARED BY:

EMG by Joseph Abbate
1046 S. Hill Ave. Circle, Suite 1300
Swingsville, Maryland 21127
800.733.0660
www.emgcorp.com

REVIEWED BY:

Edward Beghty
Principal Manager
800.733.0660, 7807
ebeghty@emgcorp.com

EMG Project #: 116642-LSR-C01-70
Date of Report: October 3, 2015
On site Date: September 22, 2015

YOUR PARTNER IN REAL ESTATE LIFECYCLE PLANNING & MANAGEMENT
www.emgcorp.com



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**EXHIBIT B
FIREARMS RIDER**

This Firearms Rider (the “Rider”) is incorporated into the lease (the “Lease”) dated March 25, 2009, by and between Commonwealth of Virginia, by the Charlottesville Health Department (“Tenant”) and the City of Charlottesville and the County of Albemarle (“Landlord”) with respect to 1138 Rose Hill Avenue, Charlottesville, Virginia 22906. All capitalized terms not otherwise defined in this Rider shall have the same respective meanings as set forth in the Lease.

Landlord hereby acknowledges the following:

1. Possession or carrying, whether open or concealed, of any firearm by any person is prohibited in and on State Offices. For purposes of this Rider, “State Office” means the property or premises that is the subject of the Lease, but excludes parking lots or parking facilities. Entry upon a State Office in violation of this prohibition is expressly forbidden. This prohibition does not apply to law-enforcement officers, authorized security personnel, or military personnel, when such individuals are authorized to carry a firearm in accordance with their duties, and when they are carrying the firearm within that authority. It also does not apply to state employees where the employee’s position requires carrying a concealed firearm.

2. Notwithstanding anything in the Lease to the contrary, signs indicating the prohibition against carrying firearms, whether open or concealed, shall be posted at all State Offices and may be posted in or on Common Areas, including parking lots and parking facilities. Signs shall be of a size and design approved by the Commonwealth of Virginia, Department of General Services and shall be paid for and installed by the Commonwealth of Virginia.

LANDLORD: CITY OF CHARLOTTESVILLE

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF ALBEMARLE

By: _____
Name: _____
Title: _____
Date: _____

R E S O L U T I O N

WHEREAS, the street(s) in **Timberwood Boulevard Phase I and Phase II**, as described on the attached Additions Form AM-4.3 dated **June 7, 2017**, 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 **Timberwood Boulevard Phase I and Phase II**, as described on the attached Additions Form AM-4.3 dated **June 7, 2017**, 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.

* * * * *

Report of Changes in the Secondary System of State Highways

**Project/Subdivision Timberwood Boulevard
Phase I And Phase II**

**Type Change to the Secondary System of State
Highways:**

Addition

The following additions to the Secondary System of State Highways, pursuant to the statutory provision or provisions cited, are hereby requested; the right of way for which, including additional easements for cuts, fills and drainage, as required, is hereby guaranteed:

Reason for Change: New subdivision street

Pursuant to Code of Virginia Statute: §33.2-705

**Street Name and/or Route
Number**

☐ **Timberwood Boulevard, State Route Number 1721**

Old Route Number: 0

☐ From: Laurel Park Lane (private)

To: .13 Miles North West to Perseco Lane (Private) -
Existing VDOT RD, a distance of: 0.13 miles.

Recordation Reference: DB 2416, Pg 21-24, 26, 28

Right of Way width (feet) = 0

**Street Name and/or Route
Number**

- ☐ **Timberwood Boulevard, State Route Number 1721**

Old Route Number: 0

- ☐ From: Route 1718, Meeting Street

To: .05 Miles West to Lockwood Drive (Private), a
distance of: 0.05 miles.

Recordation Reference: DB 3265, PG 73-80

Right of Way width (feet) = 0

**Street Name and/or Route
Number**

- ☐ **Timberwood Boulevard - New Section, State Route Number
1721**

Old Route Number: 0

- ☐ From: Route 29, Seminole Trail

To: .14 Miles West to Conner drive (Private), a distance
of: 0.14 miles.

Recordation Reference: DB 3265, Pg 73-80

Right of Way width (feet) = 0

**Street Name and/or Route
Number**

- ☐ **Timberwood Boulevard, State Route Number 1721**

Old Route Number: 0

- ☐ From: Lockwood Drive (Private)

To: .05 Miles North West to Laurel Park Lane (Private), a
distance of: 0.05 miles.

Recordation Reference: DB 3265, PG 73.90

Right of Way width (feet) = 0

**Street Name and/or Route
Number**

- ☐ **Timberwood Boulevard, State Route Number 1721**

Old Route Number: 0

- ☐ From: Conner Drive (Private)

To: .1 Mile West to Rt 1721, Meeting Street, a distance
of: 0.10 miles.

Recordation Reference: DB 3265, PG 73-80

Right of Way width (feet) = 0

RESOLUTION

WHEREAS, the street(s) in **Hollymead Towncenter - Meeting Street Phase I and II**, as described on the attached Additions Form AM-4.3 dated **June 7, 2017**, 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 **Hollymead Towncenter - Meeting Street Phase I and II**, as described on the attached Additions Form AM-4.3 dated **June 7, 2017**, 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.

* * * * *

Report of Changes in the Secondary System of State Highways

Project/Subdivision Hollymead Towncenter - Meeting Street Phase I

Type Change to the Secondary System of State Highways:

Addition

The following additions to the Secondary System of State Highways, pursuant to the statutory provision or provisions cited, are hereby requested; the right of way for which, including additional easements for cuts, fills and drainage, as required, is hereby guaranteed:

Reason for Change: New subdivision street

Pursuant to Code of Virginia Statute: §33.2-705

Street Name and/or Route Number

☐ **Meeting Street, State Route Number 1718**

Old Route Number: 0

☐ From: Rt 1721, Timberwood Blvd, New Section

To: .06 Miles North to Laurel Park Lane (Private), a distance of: 0.06 miles.

Recordation Reference: DB 3265; PG 73-80

Right of Way width (feet) = 0

Street Name and/or Route Number

☐ **Meeting Street, State Route Number 1718**

Old Route Number: 0

☐ From: Phase II Meeting Street

To: .06 Miles North to Rt 1721, Timberwood Blvd, New Section, a distance of: 0.06 miles.

Recordation Reference: DB 3265; PG 73-80

Right of Way width (feet) = 0

**Street Name and/or Route
Number**

- ☐ **Meeting Street, State Route Number 1718**

Old Route Number: 0

- ☐ From: Laurel Park Lane (Private)

To: .01 Miles North To ESM, a distance of: 0.01
miles.

Recordation Reference: DB 3265; PG 73-80

Right of Way width (feet) = 0

Project/Subdivision Hollymead Towncenter - Meeting Street Phase II

Type Change to the Secondary System of State Highways: Addition

The following additions to the Secondary System of State Highways, pursuant to the statutory provision or provisions cited, are hereby requested; the right of way for which, including additional easements for cuts, fills and drainage, as required, is hereby guaranteed:

Reason for Change:

New subdivision street

Pursuant to Code of Virginia Statute:

§33.2-705

Street Name and/or Route Number

- ☐ **Meeting Street, State Route Number 1718**

Old Route Number: 0

- ☐ From: Rt 1719, Towncenter Blvd

To: .21 Miles North To Phase I , a distance of: 0.21 miles.

Recordation Reference: DB 4000; PG 30 - 30A

Right of Way width (feet) = 0

Resolution to Appropriate FY 18 On-going Funding of Multi-Year Capital Projects

For the Fiscal Year Ending June 30, 2018
Appropriation # 2018001

Whereas, purchase orders and contracts encumbered at the end of the fiscal year must be carried over into the next year for payments; and

Whereas, capital and special revenue projects that are not completed within one fiscal year necessitate the budgeting and appropriation of the remaining balance of project funds from one fiscal year to the succeeding fiscal year; and

Whereas, the encumbrances are estimated at \$9,766,614.15 as of June 30, 2017, and approval of an estimated remaining balance of \$94,329,888.06 for unencumbered capital project balances and special revenue project balances will give the responsible departments and agencies continuous access to project funding; and

Whereas, the total amount of estimated encumbrances and unencumbered capital project balances and special revenue project balances, net of transfers, is \$104,096,502.21 set forth as follows:

Total School Division Capital Improvement Fund:

School Division Capital Improvement Fund Appropriations

Administrative Technology	\$578,779.33
Agnor Hurt Elementary School Addition/Renovation	\$28,616.62
CATEC Contingency	\$144,700.00
High School Capacity Planning	\$499,919.50
Instructional Technology	\$872,930.00
Learning Space Modernization Referendum Project	\$9,210,908.87
Red Hill Elementary School Modernization	\$53,031.88
School Bus Replacement Program	\$2,471,396.47
School Maintenance/Replacement Program	\$7,932,706.23
School Security Improvements Program	\$3,166,213.26
Scottsville Elementary School Sitework Improvements	\$200,000.00
State Technology Grant	\$726,000.00
Telecommunications Network Upgrade	\$1,341,534.98
Western Albemarle High School Environmental Studies Academy	\$53,857.62
Western Albemarle High School Environmental Studies Academy Phase 2	\$5,830,000.00
Woodbrook Elementary School Addition-Modernization	\$16,705,741.36
Total School Division Capital Improvement Fund Appropriations	\$49,816,336.12

School Division Capital Improvement Fund Sources

Revenue From Local Sources (Other Transfers)	\$94,385.00
Revenue From Other Local Sources	\$2,000.00
Revenue From the Commonwealth	\$1,026,000.00
Use of Fund Balance	\$48,693,951.12
Total School Division Capital Improvement Fund Sources	\$49,816,336.12

Total General Government Capital Improvement Fund:

General Government Capital Improvement Fund Appropriations

ACE Program	\$956,281.54
Burley & Lane field pole light replacement	\$225,499.51
City-County Owned Facilities Maintenance/Replacement	\$269,458.14
City-County Owned Parks Maintenance/Replacement	\$883,219.75
Computer Assisted Mass Appraisal	\$29,290.36
Cory Farm Greenway Connector	\$45,417.00
Cost of Bond Issuance	\$179,934.00
County E911 Road Sign Upgrade	\$270,569.03
County Owned Facilities Maintenance/Replacement	\$2,045,778.20
County Owned Parks Maintenance/Replacement	\$1,178,574.63
County Server Infrastructure Upgrade	\$262,172.84
County View Project	\$8,339.12
Court Facilities Addition/Renovation	\$3,507,848.00
Crozet Park Maintenance/Replacement and Improvements	\$115,621.88
Earlsville Volunteer Fire Company Command Vehicle	\$42,500.00
ECC Emergency Telephone System	\$96,282.12
ECC Integrated Public Safety Technology Project CAD	\$1,441,884.90
ECC Regional 800 MHz Communication System	\$9,534,838.13
Economic Development Office Renovations	\$21,640.92
Fire Rescue Airpack Replacement	\$930,984.36
Fire Rescue Apparatus Replacement Program	\$1,458,871.30
GIS Project	\$396,205.23
Greenway Program	\$9,532.63
Greenways/Blueways Program	\$633,322.00
Hedgerow Park	\$15,000.00
Increased Redundant Internet Services	\$25,600.00
Ivy Landfill Remediation	\$225,393.29
Ivy Materials Utilization Center (MUC) New Facility	\$2,469,849.58
Keene Landfill	\$10,000.00
Microsoft Upgrade	\$4,004.67
Pantops Master Plan	\$108,731.45
Pantops Public Safety Station	\$3,211,128.14
Parks Restroom Renovation/Modernization	\$670,164.00
Pilot Fundraising Parks Project	\$20,000.00
Places 29 Small Area Study	\$113,186.00
Police Mobile Data Computers Replacement	\$168,885.60
Police Patrol Video Cameras Replacement	\$96,060.00
Police Tactical Truck Replacement	\$150,000.00

General Government Capital Improvement Fund Appropriations Continued

Police Technology Upgrade	\$245,198.42
Preddy Creek Park Phase II	\$169,625.20
Rescue 8 Renovation	\$815,143.54
Rio Property-Northside Library & Storage	\$8,541.00
Rivanna Master Plan	\$50,000.00
Roadway Landscaping	\$39,898.30
Seminole Trail VFD Renovation/Addition	\$12,184.28
Sidewalk, Crozet Ave N & South Pantops Dr/State Farm Blvd	\$230,696.65
Sidewalk, Fontaine Avenue	\$13,818.66
Sidewalk, Hollymead-Powell Creek Drive	\$61,494.83
Sidewalk, Hydraulic & Barracks Rd	\$1,534,037.17
Sidewalk, Ivy Road (US Route 250 West)	\$1,031,625.50
Sidewalk, Old Lynchburg Road	\$250,000.00
Sidewalk, Rio Rd. Avon St. Rt 250	\$3,466,292.82
Street Improvement - Local	\$1,360.44
Time and Attendance System	\$232,525.05
Borrowed Proceeds Transfer	\$7,526,690.00
Transportation Revenue Sharing Program	\$1,720,000.00
Total General Government Capital Improvement Fund Appropriations	\$49,241,200.18
General Government Capital Improvement Fund Sources	
Borrowed Proceeds	\$9,176,624.00
Revenue From Local Sources (Other Transfers)	\$3,634,202.36
Revenue From Other Local Sources	\$972,799.84
Revenue From the Commonwealth	\$4,476,995.10
Use of Fund Balance	\$30,980,578.88
Total General Government Capital Improvement Fund Sources	\$49,241,200.18

Total Regional Firearms Training Center Capital Improvement Fund:

Regional Firearms Training Center Capital Improvement Fund Appropriations	
Regional Firearms Training Center	\$289,922.88
Total Regional Firearms Training Center Capital Improvement Fund Appropriations	\$289,922.88
Regional Firearms Training Center Capital Improvement Fund Sources	
Use of Fund Balance	\$289,922.88
Total Regional Firearms Training Center Capital Improvement Fund Sources	\$289,922.88

Total Water Resources Capital Improvement Fund:

Water Resources Capital Improvement Fund Appropriations

Carrsbrook Sinkhole Repair	\$1,772.85
Chapel Hill Stream Restoration	\$520,156.00
Dam Break Study 2015	\$20,045.50
Hollymead Dam Spillway Improvement	\$2,713,219.46

Large-Scale BMP Retrofits on Private Lands	\$318,000.00
Stormwater Management Program	\$1,755.60
Stormwater Utility Formation	\$98,447.80
Water Resources TMDL	\$380,860.00
Total Water Resources Capital Improvement Fund Appropriations	\$4,054,257.21
Water Resources Capital Improvement Fund Sources	
Revenue From Local Sources (Other Transfers)	\$365,891.10
Revenue From the State	\$293,678.00
Revenue From the Federal Government	\$159,000.00
Use of Fund Balance	\$3,235,688.11
Total Water Resources Capital Improvement Fund Sources	\$4,054,257.21

Total Special Revenue Funds:

Special Revenue Capital Improvement Fund Appropriations	
Albemarle Place-Stonefield Proffer Fund	\$295,700.00
Avinity Proffer Fund	\$823,247.04
Avon Park Proffer Fund	\$64,596.33
Cascadia Proffer Fund	\$21,000.00
Charlottesville-Albemarle Joint Health Center Fund	\$48,960.00
Estes Park Proffer Fund	\$503,153.30
Glenmore Proffer Fund	\$6,589.00
Grayrock West Proffer Fund	\$83,020.00
Haden Place Proffer Fund	\$37,133.00
Hollymead Area C Proffer Fund	\$103,049.79
Hollymead Area D Proffer Fund	\$31,146.37
Kenridge Proffer Fund	\$31,056.42
Leake Proffer Fund	\$174,151.00
Liberty Hall Proffer Fund	\$6,432.22
Livengood Proffer Fund	\$483,555.09
Martha Jefferson Hospital Proffer Fund	\$430,764.17
North Pointe Proffer Fund	\$8,451.43
Old Trail Village Proffer Fund	\$150,507.00
UVA Research Park Proffer Fund	\$117.72
Water Resources Fund	\$365,891.10
Westhall 1.2 Proffer Fund	\$9,858.71
Westhall 3.3 Proffer Fund	\$3,170.90
Wickham Pond II Proffer Fund	\$53,096.00
Wickham Pond Proffer Fund	\$30,538.17
Willow Glenn Proffer Fund	\$329,293.70
Total Special Revenue Capital Improvement Funds Appropriations	\$4,094,478.46
Special Revenue Funds Sources	
Use of Fund Balance	\$4,094,478.46
Total Special Revenue Funds Sources	\$4,094,478.46

Total Belvedere Bond Default Project Fund:

Belvedere Bond Default Project Fund Appropriations

Belvedere Bond Default Project	\$694,785.82
Total Belvedere Bond Default Project Fund Appropriations	\$694,785.82

Belvedere Bond Default Project Fund Sources

Use of Fund Balance	\$694,785.82
Total Belvedere Bond Default Project Fund Sources	\$694,785.82

Whereas, approval of an estimated remaining balance amount at the beginning of the fiscal year facilitates the payment of outstanding bills and ensures continuity of ongoing projects; and

Whereas, a properly advertised public hearing was held on June 7, 2017 on the proposed amendment to the FY 18 Budget and all citizens who asked to speak were heard;

Now, therefore, be it resolved that the Albemarle County Board of Supervisors:

1. Does hereby budget and appropriate the remaining balance of \$104,096,502.21 for encumbered purchase orders and contracts and the unencumbered capital and special revenue project balances of June 30, 2017, as set forth above;
2. Does hereby authorize the County Executive to adjust this amount downward, if necessary, to accurately reflect the actual encumbered amounts and actual unencumbered capital and special revenue project amounts at the end of FY 17; and
3. Does hereby authorize the County Executive to close out a Capital project and transfer any unencumbered residual funds to the Capital Improvement Fund fund balance.

This resolution shall become effective on July 1, 2017.

**RESOLUTION TO APPROVE
ADDITIONAL FY 18 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That the FY 18 Budget is amended to increase it by \$74,260,230.21;
- 2) That Appropriation #2018002, is approved; and
- 3) That the appropriation referenced in Paragraph #2, above, is subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2018.

ORDINANCE NO. 17-4(1)

AN ORDINANCE TO AMEND CHAPTER 4, ANIMALS AND FOWL, ARTICLE II, DOGS, DIVISION 4, DANGEROUS AND VICIOUS DOGS, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 4, Animals and Fowl, Article II, Dogs, Division 4, Dangerous and Vicious Dogs, is hereby amended as follows:

By Amending:

Sec. 4-218 Dangerous Dogs

CHAPTER 4**ARTICLE II. DOGS****DIVISION 4. DANGEROUS AND VICIOUS DOGS****4-218 Dangerous dogs.**

A. As used in this section, "*dangerous dog*" means:

(1) A canine or canine crossbreed that has bitten, attacked, or inflicted injury on a companion animal that is a dog or cat or killed a companion animal that is a dog or cat. When a dog attacks, bites, or inflicts injury on a companion animal that is a dog or cat, the attacking or biting dog shall not be deemed dangerous if, upon investigation, a law enforcement officer or animal control officer finds that:

- (a) no serious physical injury as determined by a licensed veterinarian has occurred to the dog or cat as a result of the attack or bite;
- (b) both animals are owned by the same person; or
- (c) such attack occurred on the property of the attacking or biting dog's owner or custodian.

(2) A canine or canine crossbreed that has bitten, attacked, or inflicted injury on a person. A canine or canine crossbreed is not a dangerous dog if, upon investigation, a law-enforcement officer or animal control officer finds that the injury inflicted by the canine or canine crossbreed upon a person consists solely of a single nip or bite resulting only in a scratch, abrasion, or other minor injury.

B. No dog shall be found to be a dangerous dog as a result of biting, attacking, or inflicting injury on a dog or cat while engaged with an owner or custodian as part of lawful hunting or participating in an organized, lawful dog handling event. No dog shall be found to be a dangerous dog if the court determines, based on the totality of the evidence before it, or for other good cause, that the dog is not dangerous or a threat to the community.

C. Any law-enforcement officer or animal control officer who has reason to believe that a canine or canine crossbreed within its jurisdiction is a dangerous dog may apply to a magistrate of the jurisdiction for the issuance of a summons requiring the owner or custodian, if known, to appear before a general district court at a specified time. The summons shall advise the owner of the nature of the proceeding and the matters at issue. If a law-enforcement officer successfully makes an application for the issuance of a summons, he shall contact the local animal control officer and inform him of the location of the dog and the relevant facts pertaining to his belief that the dog is dangerous. The animal control officer shall confine the animal until such time as evidence shall be heard and a verdict rendered. If the animal control officer determines that the owner or custodian can confine the animal in a manner that protects the public safety, he may permit the owner or custodian to confine the animal until such time as evidence shall be heard and a verdict rendered. The court, through its contempt powers, may compel the owner, custodian or harbinger of the animal to produce the animal. If, after hearing the evidence, the court finds that the animal is a dangerous dog, the court shall order the animal's owner to comply with the provisions of this

section. The court, upon finding the animal to be a dangerous or vicious dog, may order the owner, custodian, or harbinger thereof to pay restitution for actual damages to any person injured by the animal or whose companion animal was injured or killed by the animal. The court, in its discretion, may also order the owner to pay all reasonable expenses incurred in caring and providing for such dangerous dog from the time the animal is taken into custody until such time as the animal is disposed of or returned to the owner. The procedure for appeal and trial shall be the same as provided by law for misdemeanors. Trial by jury shall be as provided in Virginia Code §§ 19.2-260 *et seq.* The Commonwealth shall be required to prove its case beyond a reasonable doubt.

D. No canine or crossbreed shall be found to be a dangerous dog solely because it is a particular breed, nor is the ownership of a particular breed of canine or canine crossbreed prohibited.

E. No animal shall be found to be a dangerous dog if the threat, injury or damage was sustained by a person who was: (i) committing, at the time, a crime upon the premises occupied by the animal's owner or custodian; (ii) committing, at the time, a willful trespass upon the premises occupied by the animal's owner or custodian; or (iii) provoking, tormenting, or physically abusing the animal, or can be shown to have repeatedly provoked, tormented, abused, or assaulted the animal at other times. No police dog that was engaged in the performance of its duties as such at the time of the acts complained of shall be found to be a dangerous dog. No animal that, at the time of the acts complained of, was responding to pain or injury, or was protecting itself, its kennel, its offspring, a person, or its owner's or custodian's property, shall be found to be a dangerous dog.

F. If the owner of an animal found to be a dangerous dog is a minor, the custodial parent or legal guardian shall be responsible for complying with all requirements of this section.

G. The owner of any animal found to be a dangerous dog shall, within ~~forty-five (45)~~ thirty (30) days of such finding, obtain a dangerous dog registration certificate from the county for a fee of one hundred and fifty dollars (\$150.00), in addition to other fees that may be authorized by law. The county shall also provide the owner with a uniformly designed tag that identifies the animal as a dangerous dog. The owner shall affix the tag to the animal's collar and ensure that the animal wears the collar and tag at all times. By January 31 of each year, until such time as the dangerous dog is deceased, all certificates obtained pursuant to this subsection shall be updated and renewed for a fee of eighty-five dollars (\$85.00) and in the same manner as the initial certificate was obtained. The animal control officer shall post registration information on the Virginia Dangerous Dogs Registry.

H. All dangerous dog registration certificates or renewals thereof required to be obtained under this section shall only be issued to persons eighteen (18) years of age or older who present satisfactory evidence of:

- (i) the animal's current rabies vaccination, if applicable;
- (ii) that the animal has been spayed or neutered; and
- (iii) that the animal is and will be confined in a proper enclosure or is and will be confined inside the owner's residence or is and will be muzzled and confined in the owner's fenced-in yard until the proper enclosure is constructed.

In addition, owners who apply for certificates or renewals thereof under this section shall not be issued a certificate or renewal thereof unless they present satisfactory evidence that:

- (i) their residence is and will continue to be posted with clearly visible signs warning both minors and adults of the presence of a dangerous dog on the property; and
- (ii) the animal has been permanently identified by means of electronic implantation.

All certificates or renewals thereof required to be obtained under this section shall only be issued to persons who present satisfactory evidence that the owner has liability insurance coverage, to the value of at least one hundred thousand dollars (\$100,000.00) that covers animal bites. The owner may obtain and maintain a bond in surety, in lieu of liability insurance, to the value of at least one hundred thousand dollars (\$100,000.00).

I. While on the property of its owner, an animal found to be a dangerous dog shall be confined indoors or in a securely enclosed and locked structure of sufficient height and design to prevent its escape or direct contact with or entry by minors, adults, or other animals. While so confined within the structure, the animal shall be provided for according to section 4-105. When off its owner's property, an animal found to be a dangerous dog shall be kept on a leash and muzzled in such a manner as not to cause injury to the animal or interfere with the animal's vision or respiration, but so as to prevent it from biting a person or another animal.

J. The owner of any dog found to be dangerous shall register the animal with the Commonwealth of Virginia Dangerous Dog Registry as established under Virginia Code § 3.2-6542, within forty-five (45) days of such a finding by any appropriate court. The owner shall also cause the local animal control officer to be promptly notified of: (i) the names, address, and telephone numbers of all owners; (ii) all the means necessary to locate the owner and the dog at any time; (iii) any complaints or incidents of attack by the dog upon any person or cat or dog; (iv) any claims made or lawsuits brought as a result of any attack; (v) chip identification; (vi) proof of insurance or surety bond; and (vii) the death of the dog.

K. After an animal has been found to be a dangerous dog, the animal's owner shall immediately, upon learning of same, cause the local animal control authority to be notified if the animal: (i) is loose or unconfined; (ii) bites a person or attacks another animal; or (iii) is sold, is given away, or dies. Any owner of a dangerous dog who relocates to a new address shall, within ten (10) days of relocating, provide written notice to the appropriate local animal control authority for the old address from which the animal has been moved and the new address to which the animal has been moved.

L. Any owner or custodian of a canine or canine crossbreed or other animal:

1) shall be guilty of a class 2 misdemeanor if the canine or canine crossbreed previously declared a dangerous dog pursuant to this section, when such declaration arose out of a separate and distinct incident, attacks and injures or kills a cat or dog that is a companion animal belonging to another person; or

2) shall be guilty of a class 1 misdemeanor if the canine or canine crossbreed previously declared a dangerous dog pursuant to this section, when such declaration arose out of a separate and distinct incident, bites a human being or attacks a human being causing bodily injury; or

3) shall be subject to prosecution pursuant to Virginia Code § 3.2-6540 if the owner or custodian whose willful act or omission in the care, control, or containment of a canine, canine crossbreed, or other animals is so gross, wanton, and culpable as to show a reckless disregard for human life, and is the proximate cause of such dog or other animal attacking and causing serious bodily injury to any person.

The provisions of this subsection shall not apply to any animal that, at the time of the acts complained of, was responding to pain or injury, or was protecting itself, its kennel, its offspring, a person, or its owner's or custodian's property, or when the animal is a police dog that is engaged in the performance of its duties at the time of the attack.

M. The owner of any animal that has been found to be a dangerous dog who willfully fails to comply with the requirements of this section shall be guilty of a class 1 misdemeanor.

Whenever an owner or custodian of an animal found to be a dangerous dog is charged with a violation of this section, the animal control officer shall confine the dangerous dog until such time as evidence shall be heard and a verdict rendered. The court, through its contempt powers, may compel the owner, custodian, or harbinger of the animal to produce the animal.

Upon conviction, the court may (i) order the dangerous dog to be disposed of by the county pursuant to Virginia Code § 3.2-6562 or (ii) grant the owner up to forty-five (45) days to comply with the requirements of this section, during which time the dangerous dog shall remain in the custody of the animal control officer until compliance has been verified. If the owner fails to achieve compliance within the time specified by the court, the court shall order the dangerous dog to be disposed of by a local governing body pursuant to Virginia Code § 3.2-6562. The court, in its discretion, may order the owner to pay all reasonable expenses incurred in caring and providing for such dangerous dog from the time the animal is taken into custody until such time that the animal is disposed of or returned to the owner.

N. All fees collected pursuant to this section, less the costs incurred by the county in producing and distributing the certificates and tags required by this section and fees due to the State Veterinarian for maintenance of the Virginia Dangerous Dog Registry shall be paid into a special dedicated fund of the county for the purpose of paying the expenses of any training course required under Virginia Code § 3.2-6556.

(Ord. No. 94-4(12), 8-3-94; Code 1988, § 4-37A.1; Ord. 98-A(1), 8-5-98; Ord. 03-4(1), 2-5-03; Ord. 03-4(3), 12-3-03, § 4-401; Ord. No. 94-4(12), 8-3-94; Code 1988, § 4-37A; Ord. 98-A(1), 8-5-98; Ord. 03-4(3), 12-3-03, § 4-400; Ord. 09-4(1), 7-8-09; Ord. 13-4(1), 7-3-13)

State law reference—Va. Code § 3.2-6540.

This ordinance shall be effective on and after July 1, 2017.

ORDINANCE NO. 17-2(1)

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

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

CHAPTER 2. ADMINISTRATION

ARTICLE II. BOARD OF SUPERVISORS

Sec. 2-202 Compensation of board of supervisors.

The salary of the board of supervisors shall be sixteen thousand two hundred sixty-five dollars (\$16,265.00) for each board member effective July 1, 2017. In addition to the regular salary, the vice-chairman shall receive a stipend of thirty-five dollars (\$35.00) for each and every meeting chaired and the chairman shall receive an annual stipend of one thousand eight hundred dollars (\$1,800.00).

(6-13-84; 5-8-85; 5-14-86; 7-1-87; 7-6-88; 6-7-89; Ord. of 6-13-90; Ord. of 8-1-90; Ord. of 8-7-91; Ord. of 7-1-92; Ord. No. 95-2(1), 6-14-95; Ord. No. 98-2(1), 6-17-98; Code 1988, § 2-2.1; Ord. 98-A(1), 8-5-98; Ord. No. 99-2(1), 5-5-99; Ord. No. 00-2(1), 6-7-00; Ord. 01-2(2), 6-6-01; Ord. 02-2(2), 5-1-02; Ord. 03-2(1), 6-4-03; Ord. 04-2(1), 6-2-04; Ord. 05-2(1), 6-1-05, Ord. 06-2(1), 6-7-06; Ord. 07-2(1), 6-6-07; Ord. 08-2(2), 6-4-08; Ord. 11-2(1), 5-4-11; Ord. 12-2(1), 5-2-12; Ord. 13-2(1), 5-1-13; Ord. 14-2(1), 6-4-14; Ord. 15-2(1), 6-3-15; Ord. 16-2(1), 6-1-16)

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

This ordinance shall be effective on and after July 1, 2017.