

<p style="text-align: center;"><b>ACTIONS</b>  <b>Board of Supervisors Meeting of July 5, 2017</b></p>		
		July 7, 2017
<u><b>AGENDA ITEM/ACTION</b></u>	<u><b>ASSIGNMENT</b></u>	<u><b>VIDEO</b></u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> <li>Meeting was called to order at 1:00 p.m., by the Chair, Ms. McKeel. All BOS members were present. Also present were Doug Walker, Greg Kamptner, and Claudette Borgersen.</li> </ul>		<a href="#">Link to video</a>
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>ADOPTED</b> the final agenda.</li> </ul>		
<p>5. Brief Announcements by Board Members.</p> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> <li>Announced that she attended parades in Crozet, Free Union and Earlysville.</li> <li>Mentioned the aerial views of a solar that was visible during the coverage of the Tour de France.</li> </ul> <p><u>Rick Randolph:</u></p> <ul style="list-style-type: none"> <li>Announced that he attended parades in Scottsville, and Glenmore.</li> </ul> <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> <li>Announced that she attended a parade in Belvedere.</li> </ul> <p><u>Norman Dill:</u></p> <ul style="list-style-type: none"> <li>Mentioned that he attended the July 4<sup>th</sup> Naturalization Ceremony held at Monticello.</li> <li>Announced that Albemarle County is one of the first communities to earn the designation as a solar friendly community and was awarded the national designation of SolSmart Bronze.</li> </ul> <p><u>Liz Palmer:</u></p> <ul style="list-style-type: none"> <li>Announced that she attended the Crozet Fourth of July parade.</li> <li>Mentioned that Al Quist, a resident of the Samuel Miller District, received the Hometown Hero's Award from the Allen, Allen, Allen &amp; Allen Law Firm.</li> <li>Announced the County is a recipient of the CACF grant for greenways planning.</li> <li>Announced that the Rivanna Solid Waste Authority will be installing a solar farm at the landfill.</li> </ul>		
<p>6. Proclamations and Recognitions:</p> <p>a. Government Finance Officers Association (GFOA) <i>Certificate of Achievement for Excellence in Financial Reporting</i> for FY16.</p> <ul style="list-style-type: none"> <li>Renee Hoover, Virginia Government Finance Officers Association representative presented award to Betty Burrell.</li> </ul>		
<p>7. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <li><u>Steve Janes</u>, resident of the Rivanna District complimented VDOT on the completion of the Route 29 Solutions projects and addressed the Board on various projects within the County.</li> </ul>		

	<ul style="list-style-type: none"> <li>Marta Keane, CEO of JABA, provided updated on JABA's activities and requested the Board's help in soliciting volunteers.</li> </ul>		
8.2	<p>Acquisition of Bucks Elbow Mountain Easement.</p> <ul style="list-style-type: none"> <li><b>ADOPTED</b>, Resolution to approve the Deed of Easement.</li> </ul>	<p><u>Clerk</u>: Forward copy of signed resolution to ECC and County Attorney's office. (Attachment 1)</p> <p><u>County Attorney</u>: Provide Clerk with fully recorded copy of Easement.</p>	
8.3	<p>Implementation of Additional \$5.00 Court Fee.</p> <ul style="list-style-type: none"> <li><b>SET</b> public hearing to consider the adoption of proposed ordinance for August 2, 2017.</li> </ul>	<u>Clerk</u> : Schedule on agenda and advertise in Daily Progress.	
8.4	<p>Martha Jefferson Hospital Lease Agreement Extension.</p> <ul style="list-style-type: none"> <li><b>ADOPTED</b>, Resolution to approve the First Amendment to Lease Agreement.</li> </ul>	<p><u>Clerk</u>: Forward copy of signed resolution to Fire/Rescue and County Attorney's office. (Attachment 2)</p> <p><u>County Attorney</u>: Provide Clerk with fully executed copy of agreement.</p>	
8.5	<p>Donation of Ambulance to Piedmont Virginia Community College.</p> <ul style="list-style-type: none"> <li><b>APPROVED</b>, County's donation of the 2006 Ford F-450 Ambulance to PVCC for its use in the EMS-PCSC program.</li> </ul>	<u>Fire/Rescue</u> : Proceed as approved.	
8.6	<p>Relocation of Sewer Easements in Old Trail Western Park.</p> <ul style="list-style-type: none"> <li><b>SET</b> public hearing to authorize conveyance of the requested ACSA easements in a form approved by the County Attorney.</li> </ul>	<p><u>Clerk</u>: Schedule on agenda and advertise in Daily Progress.</p> <p><u>County Attorney</u>: Notify Clerk when ready to schedule on agenda.</p>	
8.7	<p>Meeting Street Name Change.</p> <ul style="list-style-type: none"> <li><b>ADOPTED</b>, resolution to change the name of Meeting Street to Berkmar Drive.</li> </ul>	<u>Clerk</u> : Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 3)	
8.8	<p>Cancel July 12, 2017 Regular Night Board Meeting.</p> <ul style="list-style-type: none"> <li><b>CANCELLED</b> meeting.</li> </ul>		
9.	<p><b>Work Session</b>: Update on Stormwater Utility and Infrastructure Maintenance.</p> <ul style="list-style-type: none"> <li><b>HELD</b>.</li> </ul>		
10.	<p><b>Work Session</b>: ACSA 200170001, VDOT Residency Office, Request for Public Water (ACSA).</p> <ul style="list-style-type: none"> <li><b>HELD</b>.</li> <li><b>The Board took no action to move forward with the request for public water.</b></li> </ul>		
11.	<p>Virginia Department of Transportation (VDOT) Quarterly Report.</p> <ul style="list-style-type: none"> <li><b>RECEIVED</b>.</li> </ul>		
	<p>Recess.</p> <ul style="list-style-type: none"> <li>The Board recessed at 2:57 p.m., and reconvened at 3:05 p.m.</li> </ul>		
12.	<p>County Transportation Planner Quarterly Report.</p> <ul style="list-style-type: none"> <li><b>RECEIVED</b>.</li> </ul>		
13.	<p>Hydraulic Area Project Advisory Panel Update.</p> <ul style="list-style-type: none"> <li><b>RECEIVED</b>.</li> </ul>		

14.	Board-to-Board, June 2017, A monthly report from the Albemarle County School Board to the Albemarle County Board of Supervisors. • <b>RECEIVED.</b>		
15.	Rivanna Water and Sewer Authority (RWSA) Quarterly Report. • <b>RECEIVED.</b>		
16.	Brooks Family YMCA Construction Quarterly Update. • <b>RECEIVED.</b> • <b>CONSENSUS</b> that no further quarterly reports would be needed until the end of the year.		
17.	Closed Meeting. • At 5:04 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia: • Under Subsection (1): 1. To discuss and consider appointments to boards, committees, and commissions in which there are pending vacancies or requests for reappointments; 2. To discuss the performance goals of the County Attorney in the next year; and 3. To discuss and consider prospective candidates for appointment as county executive. • Under Subsection (7), to consult with and be briefed by legal counsel and staff pertaining to the lawsuit between the County and the City regarding activities at the Ragged Mountain Reservoir because a public discussion would adversely affect the negotiating or litigating posture of the County.		
18.	Certify Closed Meeting. • At 6:05 p.m., the Board reconvened into open meeting and certified the closed meeting.		
19.	Boards and Commissions: a. Vacancies and Appointments. • <b>APPOINTED</b> Mr. Michael Dunn to the Citizens Transportation Advisory Committee (CTAC), with said term to expire April 3, 2019. • <b>REAPPOINTED</b> Ms. Liz Russell, Mr. Jeff Werner and Mr. Jared Loewenstein to the Historic Preservation Committee with said terms to expire June 4, 2020. • <b>REAPPOINTED</b> Ms. Laurel Olson to the Pantops Community Advisory Committee with said term to expire June 30, 2019. • <b>APPOINTED</b> Ms. Nicole Sullivan to the Pantops Community Advisory Committee with said term to expire June 30, 2019. • <b>APPOINTED</b> Ms. Nora Demleitner to the Region Ten Community Services Board to fill an unexpired term ending June 30, 2018. • <b>APPOINTED</b> Ms. Barbara Barrett to the Region Ten Community Services Board with said term to expire June 30, 2020. • <b>REAPPOINTED</b> Mr. Albert LaFave to the	<u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.	

	Region Ten Community Services Board with said term to expire June 30, 2020.	
	Non-Agenda. Ragged Mountain Reservoir. • Greg Kamptner provided update.	
20.	From the Public: Matters Not Listed for Public Hearing on the Agenda. • <b><u>The following individuals spoke toward agenda item #22 ZTA Transient Lodging:</u></b> • Susan Pierce • Susan Smith	
21.	<b><u>Pb. Hrg.: FY 2018 Budget Amendment and Appropriations.</u></b> • By a vote of 6:0, <b>ADOPTED</b> Resolution to approve appropriations #2018003, #2018004, #2018005, #2018006, #2018007, and #2018008 for local government projects and programs and amend the budget.	Clerk: Forward copy of signed Resolution to OMB and County Attorney's office. (Attachment 4)
22.	<b>Work Session:</b> ZTA Transient Lodging. • <b>HELD.</b> • <b>CONSENSUS</b> to move forward as recommended by staff.	
23.	From the Board: Committee Reports and Matters Not Listed on the Agenda. <u>Ann Mallek:</u> • Commented on consent agenda item #8.11 and requested an update from the Advisory Panel. <u>Norman Dill:</u> • Announced that he attended a ribbon cutting at Rivanna Village.	
24.	From the County Executive: Report on Matters Not Listed on the Agenda. <u>Doug Walker:</u> • Gave overview of the Yancey Elementary School discussion scheduled on the July 12 agenda. • Mentioned that the Draft Economic Development Plan would not be available until Friday. • Requested a head count of Supervisors attended the Route 29 ribbon cutting on July 6, 2017.	
26.	Adjourn to July 12, 2017, 12:30 p.m., Hilton Garden Inn. • The meeting was adjourned at 7:26 p.m.	

ckb/tom

Attachment 1 – Resolution Approving Deed of Easement Between the County of Albemarle and

Nepenthe Land Corporation on Tax Map Parcel Number 03900-00-00-00800

Attachment 2 – Resolution to Approve the First Amendment to Lease Agreement Between Martha

Jefferson Hospital and the County

Attachment 3 – Resolution to Change the Name of Meeting Street to Berkmar Drive

Attachment 4 – Resolution to Approve Additional FY 18 Appropriations

**RESOLUTION APPROVING DEED OF EASEMENT  
BETWEEN THE COUNTY OF ALBEMARLE  
AND NEPENTHE LAND CORPORATION  
ON TAX MAP PARCEL NUMBER 03900-00-00-00800**

**WHEREAS**, NEPENTHE Land Corporation owns Tax Map Parcel Number 03900-00-00-00800 ("TMP 39-8"); and

**WHEREAS**, the Board finds that the County's acquisition of rights-of-way and easements on TMP 39-8 is necessary for its construction of a new wireless service facility on Bucks Elbow Mountain for use by the Emergency Communications Center for its 800 MHz radio system infrastructure.

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby approves the County's acquisition of rights-of-way and easements on TMP 39-8, and authorizes the County Executive to sign a Deed of Easement on behalf of the County once the County Attorney has approved the Deed as to form and substance.

This document was prepared by:  
Albemarle County Attorney  
County of Albemarle  
401 McIntire Road  
Charlottesville, Virginia 22902

Parcel ID Number 03900-00-00-00800

This deed is exempt from taxation under *Virginia Code* §§ 58.1-811(A)(3) and from Court Clerk's fees under *Virginia Code* § 17.1-266.

**THIS TEMPORARY CONSTRUCTION DEED OF EASEMENT**, dated this 21<sup>ST</sup> day of JUNE, 2017, is by and between **NEPENTHE LAND CORPORATION**, a Virginia corporation (hereinafter, the "Grantor"), and the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter, the "Grantee").

**WITNESSETH:**

That for and in consideration of the sum of ONE DOLLAR (\$1.00), receipt of which is hereby acknowledged, the Grantor does hereby GRANT and CONVEY unto the County a temporary construction easement (the "Easement") on and across Grantor's property, for the construction of improvements on Grantee's Parcel ID Number 03900-00-00-001B1, subject to the following terms and conditions:

1. The Easement area shall be limited to an area of approximately 50 feet to the southwest of the existing enclosure fence, as shown on the attached Exhibit A, including the area from the main road to the back of the existing fenced enclosure.
2. The conveyance of this temporary construction easement and right-of-way includes the right of ingress and egress to the Easement area along and from Buck's Elbow Mountain Road. There shall be no access from the east of the existing enclosure.
3. Upon the County's acceptance and execution of this Deed, the County shall pay the Owner \$5,000 as consideration for this Easement, including access to and from the construction site during construction and restoration.
4. The Grantor makes the Easement area available to the County as is. The County, its employees, agents and contractors enter the Owner's Property at their own risk for the term of the construction.
5. The County shall add the Grantor as an additional insured on its liability insurance policy. The County's liability shall not exceed the limits of its insurance coverage.

6. No trees or shrubs shall be damaged, cut or trimmed.
7. No rocks or boulders shall be moved.
8. The County shall observe and notify its contractors and agents of a 12 miles per hour speed limit for all traffic in order to minimize wear and tear on the road and dust nuisance for homeowners near the road.
9. The County shall properly supervise all of its contractors, shall resolve any complaints from the Grantor regarding contractors in a timely manner, and shall provide the Grantor with the phone numbers for the on-site supervisor and project manager.
10. The County shall be responsible for keeping the work area clean and tidy. Construction materials and litter blown off the property being used by the County shall be cleaned up weekly. If this is not done, the Grantor reserves the right, on 15 days' written notice, to clean the area and charge the county costs incurred plus 20% administrative fee.
11. The County and its contractors shall use one construction lock on the red gate, shall utilize a "gate tag" identifying the contractor when leaving the gate unlocked, shall keep the gate closed at all times and shall be responsible for any damage to the gate and especially the stonework and hand-forged iron hasp.
12. The County and its contractors shall not wander the Grantor's property or sightsee while on the property.
13. The County will be responsible for any loss or damage to the livestock caused by the action of the County or its contractors.
14. This temporary construction easement shall expire upon completion of construction, but no later than November 30, 2018, unless extended by mutual written agreement of the parties.
15. Upon completion of the aforementioned work, the County agrees to return the Owner's Property, including any road bed, ditches, culverts, shoulders and gates used or accessed during construction, to as near original condition as possible.
16. The improvements constructed shall be the property of the Grantee.

The Grantee, acting by and through its County Executive, duly authorized by resolution adopted by the Board of Supervisors of the County of Albemarle, Virginia, accepts the conveyance of this property pursuant to *Virginia Code* § 15.2-1803, as evidenced by the County Executive's signature hereto and the recordation of this Deed.

**[SIGNATURE PAGES TO FOLLOW]**

GRANTOR:

NEPENTHE LAND CORPORATION

By: [Signature]  
Granville G. Valentine, III, President

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF HENRICO:

The foregoing instrument was acknowledged before me this 21 day of 2017 by Granville G. Valentine, III, President, on behalf of Nepenthe Land Corporation, Grantor.

[Signature]  
Notary Public

My Commission Expires: 03/31/2019  
Notary Registration No. 339266



Patricia C Mosby  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #339266  
My Commission Expires  
March 31, 2019



GRANTEE:

COUNTY OF ALBEMARLE, VIRGINIA

By: \_\_\_\_\_  
Douglas C. Walker  
Interim County Executive

COMMONWEALTH OF VIRGINIA  
CITY OF CHARLOTTESVILLE:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Douglas C. Walker, on behalf of the County of Albemarle, Virginia, Grantee.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Registration No. \_\_\_\_\_

Approved as to form:

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



**RESOLUTION TO APPROVE  
THE FIRST AMENDMENT TO LEASE AGREEMENT  
BETWEEN MARTHA JEFFERSON HOSPITAL AND  
THE COUNTY OF ALBEMARLE, VIRGINIA**

**WHEREAS**, the Board finds that it is in the best interest of the County to extend the County's Lease Agreement with Martha Jefferson Hospital for the County's continued use of space at Martha Jefferson Hospital for an interim emergency medical services station.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Albemarle County, Virginia hereby approves the First Amendment to Lease Agreement between Martha Jefferson Hospital and the County of Albemarle, Virginia for the County's continued lease of space at Martha Jefferson Hospital, and authorizes the County Executive to execute the First Amendment to Lease Agreement on behalf of the County once it has been approved as to substance and form by the County Attorney.

# FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is dated as of May 31, 2017, by and between **MARTHA JEFFERSON HOSPITAL**, a Virginia non-stock corporation, d/b/a Sentara Martha Jefferson Hospital ("Lessor"), and the **COUNTY OF ALBEMARLE, VIRGINIA** ("Lessee").

## Recitals

A. Lessor and Lessee entered into a Lease Agreement dated July 11, 2012 (as amended, the "Lease"), pursuant to which Lessor agreed to lease to Lessee and Lessee agreed to lease from Lessor a portion of the premises designated as 500 Martha Jefferson Drive in Albemarle County, Virginia.

B. Lessor and Lessee desire to amend the terms of the Lease, as hereinafter set forth.

## Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties hereto hereby agree as follows:

1. **Term.** The following language is hereby added to Section 3 of the Lease:

The second Renewal Term is scheduled to expire on September 1, 2017. Notwithstanding anything to the contrary contained in the Lease, Lessor and Lessee agree that the second Renewal Term shall be extended for a period of eight (8) months and will expire on May 1, 2018.

2. **Service of Notice.** The second section of Paragraph 11 is deleted in its entirety and the following inserted in its place:

Notices required to be sent to Lessor shall be sent certified mail, return receipt requested as follows:

Martha Jefferson Hospital  
500 Martha Jefferson Drive  
Charlottesville, VA 22911  
Attention: Catherine H. Hughes

with a copy to:

Sentara Healthcare  
835 Glenrock Road, Suite 270  
Norfolk, VA 23502  
Attention: Director, Commercial Real Estate

3. **Authority.** Lessor and Lessee covenant and warrant to each other that (a) the person executing this Amendment on behalf of each party is duly authorized to execute and deliver this Amendment on behalf of such party.

4. **Ratification.** Except as modified herein, all of the terms and provisions of the Lease shall remain in full force and effect and the parties hereto ratify and confirm the same.

5. **Binding Effect.** The terms and provisions of this Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. **Governing Law.** This Amendment shall be subject to and construed in accordance with the laws of the Commonwealth of Virginia.

7. **Severability.** If any term, covenant or condition of this Amendment, or the application thereof to any party or circumstance, shall be invalid or unenforceable, this Amendment shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

8. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement binding upon the parties hereto, notwithstanding that both parties have not signed the same counterpart.

*[signatures appear on following page]*

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first above written.

LESSOR:

**MARTHA JEFFERSON HOSPITAL,**  
a Virginia non-stock corporation, d/b/a  
Sentara Martha Jefferson Hospital

Catherine Hughes  
Witness

By Amelia S. Black  
Name: Amelia S. Black  
Title: Chief Operating Officer  
Date: May 31, 2017

LESSEE:

**COUNTY OF ALBEMARLE, VIRGINIA**

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2017

Approved as to form:

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

**RESOLUTION TO CHANGE THE NAME OF  
MEETING STREET TO BERKMAR DRIVE**

**WHEREAS**, Virginia Code § 15.2-2019 enables the County to rename any road at any time; and

**WHEREAS**, the County's Road Naming and Property Numbering Ordinance and Manual establish policies and guidelines for naming roads; and

**WHEREAS**, the Berkmar Drive Extension project, with completion expected in July 2017, will connect the existing Berkmar Drive to the existing Meeting Street, and Meeting Street will become a continuation of Berkmar Drive; and

**WHEREAS**, Berkmar Drive is long-established and has existing addressed properties; by comparison, Meeting Street is currently in the process of being accepted into the State-maintained system of highways and has its first addressable properties now under construction; and

**WHEREAS**, in order to avoid having a single road alignment change road names multiple times, the Board finds that it is in the best interest of the County to change the name of Meeting Street to Berkmar Drive.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors hereby changes the name of Meeting Street to Berkmar Drive, and directs the Board Clerk to forward a certified copy of this Resolution to the Albemarle County Circuit Court Clerk pursuant to Virginia Code § 15.2-2019, and directs staff to implement the change.

**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 \$14,500,701.25
- 2) That Appropriations #2018003, #2018004, #2018005, #2018006, #2018007, and #2018008 are approved; and
- 3) That the appropriations referenced in Paragraph #2, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2018.