

ACTIONS
Board of Supervisors Meeting of July 11, 2018

July 12, 2018

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>	<u>VIDEO</u>
1. Call to Order. <ul style="list-style-type: none"> Meeting was called to order at 2:04 p.m., by the Chair, Ms. Mallek. All BOS members were present with the exception of Mr. Norman Dill. Also present were Claudette Borgersen, Greg Kamptner and Jeff Richardson. 		Link to video
2. Work Session: Volunteer Fire Rescue Capital Funding. <ul style="list-style-type: none"> HELD. DIRECTED staff to bring back more information. 	<u>Clerk:</u> Schedule on agenda when ready. <u>Fire/Rescue:</u> Proceed as directed.	
Recess. <ul style="list-style-type: none"> At 3:01 p.m., the Board recessed and reconvened at 3:10 p.m. 		
3. Presentation: Endorsement of Process and Schedule for the Finalization of the Economic Development Strategic Plan. <ul style="list-style-type: none"> By a vote of 5:0 (Dill absent), ENDORSED the proposed process and schedule to finalize the Economic Development Strategic Plan. 	<u>Roger Johnson:</u> Proceed as authorized. <u>Clerk:</u> Schedule final recommendations on November agenda.	
4. Closed Meeting. <ul style="list-style-type: none"> At the 3:53 p.m., Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia: Under Subsection (1), to consider appointments to boards, committees, and commissions in which there are pending vacancies or requests for reappointments; and Under Subsection (3), to discuss and consider the disposition of real property in the City of Charlottesville related to court facilities, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the County; and Under Subsection (8), to consult with and be briefed by legal counsel and staff regarding specific legal matters requiring legal advice relating to: <ol style="list-style-type: none"> The negotiation of an agreement for, and the possible relocation of, court facilities; and A condition related to a pending application for a special use permit. 		
5. Certify Closed Meeting. <ul style="list-style-type: none"> At 6:01 p.m., the Board reconvened into open meeting and certified the closed meeting. 		
5a. Boards and Commissions: <ul style="list-style-type: none"> APPOINTED, Ms. Suzanna Conklin to the Places 29 (Rio) Community Advisory Committee with said term to expire September 13, 2020. APPOINTED, Supervisor, Norman Dill and Supervisor, Liz Palmer to the Climate Action 	<u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.	

	<p>Plan Steering Team with said terms to expire upon completion of work of the steering team with said terms to expire December 31, 2019.</p> <ul style="list-style-type: none"> • APPOINTED, Supervisor, Ann Mallek to the Charlottesville Albemarle Convention and Visitors Bureau (CACVB) Executive Committee as the Board of Supervisors member with said term to expire in January 2019. • APPOINTED, Supervisor, Diantha McKeel to the Charlottesville Albemarle Convention and Visitors Bureau (CACVB) Executive Committee as the Board of Supervisor Member Alternative (designee in absence). 	
9.	<p>Adoption of Final Agenda.</p> <ul style="list-style-type: none"> • Added for discussion, Board of Supervisors Operating Guidelines as agenda item 18a. • By a vote of 5:0 (Dill absent), ADOPTED the final agenda as amended. 	
10.	<p>Brief Announcements by Board Members.</p> <p><u>Rick Randolph</u>:</p> <ul style="list-style-type: none"> • Noted that Scottsville Elementary school received a grant (from the Edgar and Eleanor Shannon Foundation for Excellence in Public Education) that enabled Kristie Obrecht to develop <i>Our Global Hearth</i> Program. <p><u>Liz Palmer</u>:</p> <ul style="list-style-type: none"> • Reminded citizen that 250 West at Ivy Village is closed for bridge replacement. 	
11.	<p>Resolution Recognizing July 12th, 2018 as John Henry James Day.</p> <ul style="list-style-type: none"> • By a vote of 5:0 (Dill absent), ADOPTED Resolution. 	(Attachment 1)
12.	<p>From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> • <u>Neil Williamson</u>, Free Enterprise Forum, spoke towards consent agenda item 13.1., Resolution of Intent to Consider Placing the John W. Warner Parkway in the Entrance Corridor Overlay District. • <u>Jane Kulow</u>, Thanked the Board for their support of the Festival of the Book. 	
13.1	<p>Resolution of Intent to Consider Placing the John W. Warner Parkway in the Entrance Corridor Overlay District.</p> <ul style="list-style-type: none"> • ADOPTED Resolution of Intent. 	<u>Clerk</u> : Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 2)
13.2	<p>Ordinance to Amend County Code Appendix A.1 (Acquisition of Conservation Easements (ACE) Program).</p> <ul style="list-style-type: none"> • SET public hearing to consider the proposed amendments to the ACE Ordinance. 	<p><u>Clerk</u>: Schedule on future agenda and advertise in Daily Progress.</p> <p><u>Ches Goodall</u>: Notify Clerk when ready to schedule.</p>
13.3	<p>Eastern Avenue Pedestrian Underpass.</p> <ul style="list-style-type: none"> • ADOPTED Resolution authorizing the County Executive to sign a VDOT land use permit application for the pedestrian underpass and a maintenance agreement with the Foothills / Daily Property owner that allows the anticipated homeowner's association to provide routine maintenance for this pedestrian underpass. 	<u>Clerk</u> : Forward copy of signed resolution to Community Development, Parks and Recreation, and County Attorney's office. (Attachment 3)

13.4	Ordinance Amendment – Administration; Elections; Jack Jouett Magisterial District; University Hall Precinct – Change of Polling Place and Change of Precinct Name. <ul style="list-style-type: none"> SET public hearing to consider the adoption of the proposed ordinance. 	<u>Clerk:</u> Schedule on August agenda and advertise in Daily Progress.
13.5	Second Addendum to the County Attorney Employment Agreement. <ul style="list-style-type: none"> APPROVED addendum to employment agreement. 	<u>Clerk:</u> Forward fully executed copy of addendum to Human Resources and County Attorney's office. (Attachment 4)
13.6	Clerk of the Board Employment Agreement. <ul style="list-style-type: none"> APPROVED employment agreement. 	<u>Clerk:</u> Forward fully executed copy of agreement to Human Resources and County Attorney's office. (Attachment 5)
13a.	Action: SP201700020 Restore'n Station. <ul style="list-style-type: none"> By a vote of 5:0 (Dill absent), ADOPTED Resolution to Approve SP 2017-20 Restore'n Station with conditions. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 6)
14.	Action: B201800883ATWR Country Green Special Exception. <ul style="list-style-type: none"> By a vote of 5:0 (Dill absent), ADOPTED Resolution to approve special exceptions for B201800883ATWR. Directed the County Executive to schedule a discussion on the wireless policy at an upcoming meeting. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 7) <u>County Executive:</u> Notify Clerk when ready to schedule.
15.	<u>Pb. Hrg.: Public Recreational Facilities Authority (PRFA) Name Change.</u> <ul style="list-style-type: none"> By a vote of 5:0 (Dill absent), ADOPTED resolution approving amended articles of incorporation of the Albemarle Conservation Easement Authority. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachments 8)
16.	<u>Pb. Hrg.: ACSA201800001. Crozet Water Treatment Plant Expansion (Jurisdictional Area Amendment Request).</u> <ul style="list-style-type: none"> By a vote of 5:0 (Dill absent), ADOPTED Resolution with conditions. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 9)
17.	<u>Pb. Hrg.: SP201800001 – Keswick Hall and Golf Club.</u> <ul style="list-style-type: none"> By a vote of 5:0 (Dill absent), ADOPTED Resolution with conditions. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 10)
	Recess. <ul style="list-style-type: none"> At 8:57 p.m., the Board recessed and reconvened at 9:10 p.m. 	
18.	From the Board: Committee Reports and Matters Not Listed on the Agenda. <u>Liz Palmer:</u> a. Board of Supervisors Operating Guidelines. <ul style="list-style-type: none"> Discussed. 	
19.	From the County Executive: Report on Matters Not Listed on the Agenda. <ul style="list-style-type: none"> There were none. 	
21.	Adjourn to July 18, 2018, 3:30 p.m., Lane Auditorium. <ul style="list-style-type: none"> The meeting was adjourned at 9:15 p.m. 	

ckb/tom

Attachment 1 – Resolution Declaring July 12, 2018 John Henry James Day

Attachment 2 – Resolution of Intent to Place the John Warner Parkway in the Entrance Corridor Overlay District

Attachment 3 – Resolution to Authorize the County Executive to Sign an Application for a VDOT Land Use Permit
Attachment 4 – Second Addendum to the County Attorney Employment Agreement
Attachment 5 – Clerk of the Board Employment Agreement
Attachment 6 – Resolution to Approve SP 2017-20 Restore'n Station
Attachment 7 – Resolution to Approve Special Exceptions for B201800883ATWR Shentel – 69199B Country Green
Attachment 8 – Resolution Approving Amended Articles of Incorporation
Attachment 9 – Resolution to Approve ACSA201800001 Crozet Treatment Plant
Attachment 10 – Resolution to Approve SP 2018-01 Keswick Hall and Golf Club

**Resolution
Declaring July 12, 2018 John Henry James Day**

- WHEREAS,** following Reconstruction, the crime of lynching succeeded slavery in the United States as an expression of racism and an upholder of white supremacy until the middle of the 20th century; and
- WHEREAS,** the lynching of Mr. John Henry James on July 12, 1898 was determined to have taken place in the County of Albemarle; his body shot dozens of times and his corpse hanging for hours; and
- WHEREAS,** ninety-nine (99) percent of all perpetrators, including those who murdered Mr. James, escaped punishment by state or local officials; and
- WHEREAS,** the Board of Supervisors recognizes that a history of racial injustice must be acknowledged, recognized, and most especially, remembered before a community may heal and that July 12, 2018 marks the 120th anniversary of the lynching of Mr. John Henry James; and
- NOW, THEREFORE, BE IT RESOLVED,** that we, the Albemarle County Board of Supervisors, do hereby recognize this tragic anniversary and declare July 12, 2018, as John Henry James Day in remembrance of our shared community history; and as a demonstration of our commitment that this tragedy will be neither forgotten nor repeated.

Signed this 11th day of July, 2018

RESOLUTION OF INTENT

WHEREAS, the Historic, Cultural, and Scenic Resources Chapter of the Albemarle County Comprehensive Plan states that one of the objectives of the County is to “Maintain the visual integrity of Albemarle’s Entrance Corridors”; and

WHEREAS, the Albemarle County Comprehensive Plan, Chapter 5 (Historic, Cultural, and Scenic Resources), Strategy 8f proposes that consideration be given to placing the John Warner Parkway in the Entrance Corridor Overlay District to ensure that the visual integrity of the road is not diminished; and

WHEREAS, the Planning Commission passed a resolution at its February 20, 2018 meeting asking that consideration be given to placing the John Warner Parkway in the Entrance Corridor Overlay District; and

WHEREAS, development interest and activity in this heavily travelled East Rio/John Warner corridor makes this consideration timely.

NOW, THEREFORE, BE IT RESOLVED THAT for purposes of public necessity, convenience, general welfare, and good zoning and development practices, the Albemarle County Board of Supervisors hereby adopts a resolution of intent to consider amending Albemarle County Code §18-30.6.2 and any other sections of the Zoning Ordinance deemed to be appropriate to achieve the purposes described herein; and

BE IT FURTHER RESOLVED THAT the Planning Commission shall hold a public hearing on the zoning text amendment proposed by this resolution of intent, and make its recommendations to the Board of Supervisors, at the earliest possible date.

**RESOLUTION TO AUTHORIZE THE COUNTY EXECUTIVE TO SIGN
AN APPLICATION FOR A VDOT LAND USE PERMIT FOR THE MAINTENANCE OF A PEDESTRIAN
UNDERPASS UNDER EASTERN AVENUE AND A MAINTENANCE AGREEMENT WITH THE
FOOTHILLS/DAILY PROPERTY OWNER FOR THE HOMEOWNERS' ASSOCIATION TO PROVIDE
ROUTINE MAINTENANCE OF THE PEDESTRIAN UNDERPASS**

IT IS HEREBY RESOLVED that the Albemarle County Board of Supervisors authorizes the County Executive to sign an application for a VDOT land use permit on behalf of the County for the maintenance of a pedestrian underpass under Eastern Avenue; and

BE IT FURTHER RESOLVED that the Board hereby authorizes the County Executive to sign a maintenance agreement with the Foothills/Daily property owner that allows the anticipated homeowners' association to provide routine maintenance of the pedestrian underpass subject to the agreement being approved as to content and form by the County Attorney.

SECOND ADDENDUM TO THE COUNTY ATTORNEY EMPLOYMENT AGREEMENT

This Second Addendum to the County Attorney Employment Agreement, is entered into by and between the **ALBEMARLE COUNTY BOARD OF SUPERVISORS** (the “Employer”) and **GUSTAV GREGORY KAMPTNER** (the “Employee”).

The parties agree to the following amendment to the County Attorney Employment Agreement entered into by and between the Employer and the Employee on April 13, 2016 (the “Agreement”), as thereafter amended by the First Addendum to the County Attorney Employment Agreement approved by the Board on June 14, 2017 (the “First Addendum”):

1. The first sentence of Section Five (“Compensation”), paragraph (A) (“Salary”), is amended to state: “The Employer shall pay the Employee, and the Employee shall accept from the Employer, an annual salary of \$169,793 effective July 1, 2018, payable in installments as provided for County employees generally.”

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

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

SIGNATURES ARE ON THE FOLLOWING PAGE

ALBEMARLE COUNTY BOARD OF SUPERVISORS

Ann H. Mallek, Chair
Albemarle County Board of Supervisors

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

The foregoing Employment Agreement was acknowledged before me this _____ day
of July, 2018, by Ann H. Mallek, Chair.

Notary Public

My Commission expires: _____

Registration No. _____

Gustav Gregory Kamptner, County Attorney

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

The foregoing Employment Agreement was acknowledged before me this _____ day
of July, 2018, by Gustav Gregory Kamptner, County Attorney.

Notary Public

My Commission expires: _____

Registration No. _____

Approved as to form only:

John C. Blair, II, Deputy County Attorney

CLERK OF THE BOARD EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this ____ day of July, 2018 by and between the ALBEMARLE COUNTY BOARD OF SUPERVISORS, hereinafter "Employer" and CLAUDETTE K. BORGERSEN, hereinafter "Employee."

RECITALS

- R-1 Employee was appointed as the Clerk of the Board of Supervisors (hereinafter, "Clerk") on September 7, 2016; and
- R-2 Pursuant to Employer's Rules of Procedure, Employee was re-appointed as Clerk at Employer's organizational meetings on January 4, 2017 and again on January 3, 2018; and
- R-3 Employer now desires to continue to engage the services of Employee as Clerk under the direction of the Employer, pursuant to the authority vested in Employer by Sections 15.2-512 and 15.2-1538 of the *Code of Virginia* (1950), as amended, and the terms and conditions of this Employment Agreement.

TERMS AND CONDITIONS

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

1. Employment

Employer employs Employee as the Clerk of the Board of Supervisors of Albemarle County and Employee accepts and agrees to this employment under the terms and conditions of this Agreement.

2. Terms of Employment

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

- A. Term. This Agreement shall remain in full force from the date of this Agreement until Employer terminates Employee, Employee is deemed terminated, or Employee resigns, as provided in this Agreement.
- B. Exclusive Employment. At all times, Employee shall be in the exclusive employ of Employer and devote all of her working time, attention, knowledge, and skills solely to the interests of Employer. Employer shall be entitled to all of the benefits arising from or incident to all work and services of Employee. The term *working time* does not include any time while Employee is on annual leave.
- C. Performance. Employee shall diligently exercise her powers and perform her duties established in Section 3 in a professional manner, in compliance with all applicable State and Federal laws, and in good faith. Employee's performance shall also be in compliance with the policies in the County's Personnel Policies applicable to County employees generally.
- D. Right of Employer to Balance Its Needs With Employee's Professional Development. Employer reserves the right to determine whether Employee is devoting the appropriate amount of time to professional development and may review and direct Employee to balance the amount of time deemed necessary for her professional development against the other needs of Employer.
- E. County Residence Required. Employee maintain a permanent residence in Albemarle County. *Permanent residence* means Employee's purchase or lease of a residential dwelling unit and the occupancy of that dwelling no less than 75% of the time during an average work week while in the active employment of the County.

F. **End of Employment by Termination or Resignation.** Employee's employment by Employer may end as follows:

1. **Right of Employer to Terminate.** The Employee acknowledges that, pursuant to Section 15.2-513 of the *Code of Virginia* (1950), as amended, she may be removed or suspended at the pleasure of Employer. The right of Employer to terminate includes the right to do so if Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of 12 successive weeks. Employer's action to terminate Employee shall be by the affirmative vote of a majority of those members of Employer present and voting in an open meeting.

2. **Other Acts When Employee Deemed Terminated.** Employee is deemed terminated in the following circumstances:

- a. **Employee's Resignation at Request of Employer.** If Employee resigns following a closed meeting of Employer at which a majority of the members present request in writing that she resign, then Employee shall be deemed terminated on the date of the Board's request for purposes of Section 8.
- b. **Employer's Failure to Comply with Terms of Agreement; Deemed Terminated at Option of Employee.** If Employer fails to comply with any provision of this Agreement that benefits Employee, the matter is not resolved within 30 days after written notice from Employee requesting Employer to comply is received by Employer and the County Attorney, and after a closed meeting discussion between Employer and Employee the matter remains unresolved, then Employee may, at her option, be deemed terminated on the date of the closed meeting discussion for purposes of Section 8. This subsection does not apply if Employee expressly consents to Employer's noncompliance.
- c. **Employer Reduces Compensation and Benefits; Deemed Terminated at Option of Employee.** If Employer reduces Employee's compensation or other financial benefits in a greater percentage than a corresponding reduction for all other comparable level employees of Employer, or for a reason not related to budget reductions caused by the adverse fiscal circumstances of the County, then Employee may, at her option, be deemed terminated on the effective date of the reduction for purposes of Section 8.

3. **Right of Employee to Resign.** Employee may resign at any time, provided that she gives written notice to Employer at least 45 days prior to the effective date of the resignation, unless Employer and Employee agree to a different effective date.

G. **Employee's Rights and Benefits if Employer Terminates Employee, Employee is Deemed Terminated, or Employee Resigns at the Request of Employer.** If Employer terminates Employee, Employee is deemed terminated, or Employee resigns at the request of Employer, Employee's rights to benefits and compensation shall be governed under Section 8.

H. **Governing Law.** This Agreement and the employment of Employee shall be subject to all applicable provisions of the *Code of Virginia* (1950), as amended.

3. **Powers and Duties of Employee**

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

A. **Statutory Powers and Duties.** The statutory powers and duties set forth in Section 15.2-1538 of the *Code of Virginia* (1950), as amended, and any other powers and duties set forth in any other sections of the *Code of Virginia* (1950), as amended.

- B. **Powers and Duties Imposed by Ordinance or Other Action of the Employer.** The powers and duties delegated or imposed: (i) by the Albemarle County Code; or (ii) any duly adopted motion, resolution, or uncodified ordinance of Employer.

4. **Compensation**

Effective July 1, 2018, Employer shall pay Employee, and Employee accepts from Employer, an annual salary of \$58,641, payable in installments as provided for County employees generally.

- A. **Increase Based on Market Adjustment for the Position.** If Employer determines that, following Employee's annual performance evaluation, Employee's performance is satisfactory, Employer may consider increasing Employee's annual salary. Employee may submit to Employer before May 1 of each year a survey of the market for comparable clerk positions and localities to assist Employer's decision to consider a market adjustment to Employee's annual base salary.
- B. **Increase Based on Cost of Living Adjustment for All County Employees.** In addition or in the alternative to the increase provided in Section 4(A), in the event that all full-time County staff receive a cost of living pay adjustment during the fiscal year, Employee shall receive the same cost of living adjustment, provided Employer determines that Employee's performance is satisfactory.

5. **Benefits**

Employer shall provide the following benefits to Employee:

- A. **Virginia Retirement System.** Employee shall be enrolled in the Hybrid Retirement Plan under the Virginia Retirement System. The Employer will contribute the Employer's portion and the Employee will contribute the Employee's portion as provided under the Hybrid Retirement Plan.
- B. **Leave.** Employee shall be entitled to and accrue all forms of leave at the rate provided to full-time permanent County employees under the County's Personnel Policy Manual.
- C. **Long Term Disability.** Employee will receive long-term disability insurance provided by the Hybrid Retirement Plan under the Virginia Retirement System.
- D. **Other Benefits.** Employer shall provide to Employee all other benefits that are provided to all full-time permanent County employees under the County's Personnel Policy Manual. These benefits include, but are not limited to, medical insurance, dental insurance, and the Voluntary Early Retirement Incentive Program (VERIP) when Employee meets VERIP eligibility requirements. This Agreement shall be subject to all applicable provisions of the *Code of Virginia* (1950), as amended, the Albemarle County Code, and any policies adopted from time to time by Employer, including the provisions of County Personnel Policy Manual, relating to leave, retirement, and life insurance contributions, holidays, and other benefits not specifically addressed in this Agreement.

6. **Dues, Memberships, Education, and Meetings**

Employer shall budget and pay the following for Employee:

- A. **Dues and Subscriptions in Associations and Organizations.** Employer shall budget and pay for the professional dues and subscriptions of Employee necessary for her continuation and full participation in state and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of Employer.
- B. **Travel Expenses.** Employer shall budget for and pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other

functions for Employer, including but not limited to the annual conference of state and local clerk organizations of which Employee is a member.

- C. **Professional Development Expenses.** Employer shall budget and pay for the travel and subsistence expenses of Employee's conferences and seminars that are necessary for her professional development and for the good of Employer.

7. **Performance Evaluations**

Employer and Employee shall participate in performance evaluations as follows:

- A. **Annual Performance Evaluation.** Employer shall conduct an annual performance evaluation of Employee on or before May 31, or as soon thereafter as reasonably possible, of each year that this Agreement is in effect. The evaluation shall be in accordance with the reasonable criteria developed by Employer. The criteria may be changed from time to time by Employer, in consultation with Employee. Employer shall provide Employee with a written summary of the Employer's evaluation of Employee's performance and provide Employee an adequate opportunity to discuss the evaluation.
- B. **Employee's Annual Goals and Objectives.** Employer shall annually establish goals and performance objectives which it determines necessary for the Employer's proper function.
- C. **Interim Performance Evaluations.** Employer and Employee shall meet at any time during the term of this Agreement to discuss Employee's performance if either Employer or Employee requests to meet for that purpose.

8. **Compensation and Benefits Upon Severance**

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

- A. **Compensation.** Employer shall pay for the continuation of all compensation provided in Section 4 for the current month in which the severance occurs, and for 6 additional months, payable in installments as provided for County employees generally.
- B. **Accrued Leave.** Employer shall compensate Employee for all annual leave credited and earned up to the date of severance as provided in the County's Personnel Policy Manual.
- C. **Exception for Termination for Cause or Voluntary Resignation.** If Employer terminates Employee for cause or if Employee voluntarily resigns, Employer shall have no obligation to compensate Employee under Sections 8(A) and (B) and shall be obligated to compensate Employee only for work performed and accrued unused annual leave, and provide other compensation and benefits only up to the date of termination or voluntary resignation as provided in the County's Personnel Policy Manual. *Cause* exists for Employer to terminate Employee under this subsection if Employee is convicted of any illegal act involving personal gain to her or which causes damage to the reputation of the County or Employer, her conviction of a felony, an act of willful negligence, or her commission of any act which involves moral turpitude.

9. **Other Terms and Conditions**

The following terms and conditions apply:

- A. **Liability Insurance.** Employer shall provide full liability insurance, in an amount at least equal to that provided for other County employees, to cover Employee against any loss from tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising

out of an alleged act or omission occurring in the performance of Employee's duties as Clerk, subject to any exceptions or exclusions under the insurance policy provided for other County employees.

- B. **Amendments.** Any amendment to this Agreement shall be mutually agreed upon, stated in writing, and executed by Employer and Employee.
- C. **Failure to Enforce Not a Waiver.** The failure of either Employer or Employee to enforce, or to delay in enforcing, any term or condition of this Agreement, shall not be deemed to be a waiver of that party's right to enforce the term or condition.
- D. **Severability.** The terms and conditions of this Agreement are severable. In the event any term or condition is held to be invalid by any competent court, this Agreement shall be interpreted as if the invalid term or condition was not part of the Agreement.
- E. **State or Federal Laws.** Any rights, benefits, and protections provided by State or Federal laws to Employee are not affected by this Agreement.
- F. **Notices.** Any notice required by this Agreement to be provided to Employer shall be in writing and delivered to the Chair of the Board of Supervisors, County of Albemarle, 401 McIntire Road, Charlottesville, Virginia, 22902. Any notice required by this Agreement to be provided to Employee shall be in writing and delivered to Employee at her permanent residence.
- G. **Nonappropriation.** The financial obligations of Employer under this Agreement are subject to, and dependent upon, appropriations being made from time to time by Employer.
- H. **Entire Agreement.** This Agreement is the entire agreement between the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by either Employer or Employee other than those contained in this Agreement.

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

ALBEMARLE COUNTY BOARD OF SUPERVISORS

Ann H. Mallek, Chair
Albemarle County Board of Supervisors

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

The foregoing Employment Agreement was acknowledged before me this _____ day of July, 2018, by Ann H. Mallek, Chair.

Notary Public

My Commission expires: _____

Registration No. _____

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

Claudette K. Borgersen

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

The foregoing Employment Agreement was acknowledged before me this _____ day of July, 2018, by
Claudette K. Borgersen.

Notary Public

My Commission expires:_____

Registration No. _____

Approved as to form only:

County Attorney

**RESOLUTION TO APPROVE
SP 2017-20 RESTORE'N STATION**

WHEREAS, the Owner of Tax Map Parcel 055B0-00-00-00100 filed an application to amend Conditions 5 and 6 of a previously approved special use permit (SP 2009-34) to increase the permitted hours of operation for the store from 16 hours per day to 20 hours per day, to increase the permitted hours of operation for fuel sales from 16 hours per day to 24 hours per day, and to increase the number of pump stations from seven to nine, and the application is identified as Special Use Permit 2017-00020 Restore'n Station ("SP 2017-20"); and

WHEREAS, on December 5, 2017, after a duly noticed public hearing, the Albemarle County Planning Commission recommended denial of SP 2017-20; and

WHEREAS, on July 5, 2018, the Albemarle County Board of Supervisors held a duly noticed public hearing on SP 2017-20.

NOW, THEREFORE, BE IT RESOLVED that, upon consideration of the foregoing, the written summary of the Planning Commission action, the staff report prepared for SP 2017-20 and all of its attachments, the information presented by County staff, the applicant, and members of the public at both the Board's and the Planning Commission's public hearings, the written comments received by members of the Board and the Planning Commission, and the factors relevant to this request to amend special use permit conditions in Albemarle County Code §§ 1.4(L) and 18-33.8, the Albemarle County Board of Supervisors hereby approves SP 2017-20 and amends Condition 6 as stated in the conditions attached hereto; and

BE IT FURTHER RESOLVED that amended Condition 6 allows the fuel pumps to use modern fuel pump technologies without intensifying the use approved in conjunction with SP 2009-34; and

BE IT FURTHER RESOLVED that, upon the same stated considerations, Condition 5 is not amended as requested by the applicant to extend the hours of operation of the convenience store from 16 hours per day to any hours except between 12:30 a.m. and 4:30 a.m. each day, and to allow fuel pumps to be operational 24 hours per day, for the following reasons:

1. Condition 5, which was imposed in conjunction with SP 2009-34, is reasonable, was not challenged following approval of SP 2009-34, and therefore, should be retained without amendment;
2. SP 2009-34 allows a reasonable use of the Property and a reasonable use exists on the Property; and
3. The amendment to Condition 5 requested by the applicant would allow an intensification of the use approved in conjunction with SP 2009-34.

BE IT FURTHER RESOLVED that, as a separate, independent, and alternative reason for not amending Condition 5 as requested by the applicant, the requested amendment would allow an intensification of the use approved in conjunction with SP 2009-34, and that intensification would be inconsistent with the County's Comprehensive Plan and the Crozet Master Plan because:

1. The Property is designated Rural Area in the Comprehensive Plan and is not within the development area of the Crozet Master Plan; and
2. The Crozet Master Plan states that the County's policies are to have commercial and industrial development occur only within the designated development areas and that additional commercial or industrial development of the fringe areas beyond the Crozet development area is not recommended; and
3. Although the use on the Property already exists, the amendment to Condition 5 requested by the applicant would allow an intensification of the use approved in conjunction with SP 2009-34 and that intensification would be inconsistent with the Crozet Master Plan.

SP-2017-00020 Restore'n Station Conditions

1. The applicant shall install and maintain a meter on the well head to monitor water consumption. Prior to installation, the model of the meter shall be subject to approval by the Zoning Administrator in conjunction with the County Engineer. Results of daily water consumption shall be made available within forty-eight (48) hours of a request from the Zoning Administrator;
2. Water consumption from all wells on site shall not exceed one thousand six hundred twenty -five (1,625) gallons per day in the aggregate;
3. The applicant shall install and maintain a tamper-proof, flow restriction device limiting water flow to not more than one thousand six hundred twenty-five (1,625) gallons per day. Prior to installation, the model of the flow restriction device shall be subject to approval by the Zoning Administrator in conjunction with the County Engineer;
4. The total building footprint square footage shall not exceed three thousand (3,000) square feet;
5. The hours of operation shall not exceed sixteen (16) hours per day;
6. There shall be not more than nine (9) pump stations, composed of six (6) pump stations for gasoline (or equivalent fuel), one (1) pump station for diesel fuel (or equivalent fuel), one (1) pump station for off-road diesel fuel, and one (1) pump station for kerosene fuel;
7. If rainwater is collected from roof tops of the pump station canopies or the building, it shall be stored in a lined underground storage tank and utilized for on-site landscaping purposes only;
8. Overnight customer parking on -site shall not be permitted between the hours of 12:30 a.m. and 4:30 a.m. The applicant shall post signs indicating no such overnight parking in such places designated by the Site Plan Agent as a condition of final site plan approval; and
9. Development of the site shall be in general accord with the submitted preliminary site plan dated December 6, 2009. Permitted modifications may include those required by the Architectural Review Board, those necessary to satisfy the conditions of this special use permit, and additional landscaping /screening approved by the Site Plan Agent.

**RESOLUTION TO APPROVE SPECIAL EXCEPTIONS FOR
B201800883ATWR SHENTEL – 69199B COUNTRY GREEN**

WHEREAS, Shenandoah Personal Communications, LLC (“Shentel”) filed an application for a building permit to add an antenna to the existing Dominion Virginia Power transmission tower located on Tax Map Parcel Number 076S0-02-OS-001II, which application is identified as Building Permit 2018-883ATWR Shentel-69199B Country Green (“BP 2018-883”); and

WHEREAS, BP 2018-883 included a request for a special exception to modify the requirements of County Code § 18-5.1.40(b)(2)(c) and to waive the requirements of County Code § 18-5.1.40(a)(4)(f) and § 18-5.1.40(b)(3); and

WHEREAS, Albemarle County Code § 18-5.1.40.b(2)(c) requires that antennas be mounted so that in no case shall the farthest point of the back of the antenna be more than eighteen (18) inches from the facility, which may be modified by special exception; and

WHEREAS, Albemarle County Code § 18-5.1.40.a(4)(f) requires that the caliper and species of all trees where the dripline is located within fifty (50) feet of the facility be shown on a plan; and

WHEREAS, Albemarle County Code § 18-5.1.40.b(3) requires that the Applicant submit a tree conservation plan.

NOW, THEREFORE, BE IT RESOLVED that, upon consideration of the foregoing, the staff report prepared in conjunction with the application, all of the factors relevant to the special exceptions in County Code §§ 18-5.1.40(b)(2)(c), 18-5.1.40(a)(4)(f), 18-5.1.40(b)(3), 18-33.5, and 18-33.9, and the information provided at the Board of Supervisors meeting, the Albemarle County Board of Supervisors hereby approves the special exceptions to modify the requirements of County Code 18-5.1.40.b(2)(c) and to waive the requirements of County Code §§ 18-5.1.40.(a)(4)(f) and 18-5.1.40.(b)(3), subject to the conditions attached hereto.

* * *

**B201800883ATWR Shentel – 69199B Country Green
Special Exception Conditions**

1. No trees or vegetation shall be removed except as necessary to establish usage of the access and utility easements as depicted on Sheet C-5 of the site plan referred to as “Site Name: Country Green”, prepared by Timmons Group, dated March 21, 2018.
2. The antenna shall not project more than ten (10) feet above the transmission tower as depicted on Sheet C-7 of the site plan referred to as “Site Name: Country Green”, prepared by Timmons Group, dated March 21, 2018.
3. No antenna authorized by this special exception shall project more than three and one-half feet (3.5') from the center pole to the back of the antenna.

**RESOLUTION APPROVING AMENDED ARTICLES OF INCORPORATION OF
THE ALBEMARLE CONSERVATION EASEMENT AUTHORITY
(Formerly the Albemarle County Public Recreational Facilities Authority)**

WHEREAS, by Resolution of November 20, 1989, the Board of Supervisors created the Public Recreational Facilities Authority of Albemarle County (the "Authority") under the provision of the Public Recreational Facilities Authority Act;

WHEREAS, the Authority has requested to change its name to the "Albemarle Conservation Easement Authority;"

WHEREAS, *Virginia Code* § 15.2-5602 requires that the articles of incorporation of a public recreational facilities authority set forth an appropriate name and title containing the word "authority;" and

WHEREAS, *Virginia Code* § 15.2-5602(E) provides that after public hearing, the governing bodies of participating localities may modify an authority's articles of incorporation by subsequent ordinance or resolution.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the attached Amended Articles of Incorporation of the Albemarle Conservation Easement Authority (formerly the Albemarle County Public Recreational Facilities Authority).

* * * * *

**AMENDED ARTICLES OF INCORPORATION OF
THE ALBEMARLE CONSERVATION EASEMENT AUTHORITY
(Formerly the Albemarle County Public Recreational Facilities Authority)**

1. There is hereby continued a public recreational facilities authority, whose name shall be the Albemarle Conservation Easement Authority, the address of whose principal office shall be the County Office Building, 401 McIntire Road, Charlottesville, Virginia, 22901-4596.
2. The Authority is continued under the provisions of the Public Recreational Facilities Authorities Act (Chapter 56, Title 15.2 of the Code of Virginia).
3. The name of the participating locality continues to be Albemarle County.
4. The names, addresses and terms of office of the current members of the Authority are:
 - a. Hamilton Moses, III
Post Office Box 150
North Garden, VA 22959
Term Expires 12/13/2018
 - b. Jay Fennell
2100 Millington Stable Lane
Free Union, VA 22940
Term Expires 12/13/2019
 - c. G. David Emmitt
1734 Franklin Dr.
Charlottesville, VA 22911
Term Expires 12/13/2018
 - d. Angela Lynn
4601 Grand View Drive
Charlottesville, VA 22901
Term Expires 12/13/2019
 - e. John K. (Jack) Brown
1505 Dairy Road
Charlottesville, VA 22903
Term Expires 12/13/2019
 - f. Sherry Buttrick

P. O. Box 20
Charlottesville, VA 22902
Term Expires 12/13/2018

- g. Jennie More
1201 Blue Ridge Ave
Crozet, VA 22932
Term Expires 12/31/2020
- h. Peter Taylor
Castle Hill
6132 Gordonsville Road
PO Box 485
Keswick, VA 22947
Term Expires 12/13/2018
- i. David Mitchell
4680 Fairhill Lane
Charlottesville, VA 22903
Term Expires 12/13/2018

- 5. The purposes for which the Authority was created, and for which it continues, are to accept, hold, and administer open-space land and interests therein, under the provisions of Chapter 17 of Title 10.1 of the Code of Virginia, as specifically prescribed by *Virginia Code* § 10.1-1701.
 - a. The purposes of the Authority continue not to include power to acquire interests in land by purchase or by eminent domain without the express concurrence of the Board of Supervisors of Albemarle County, but shall continue to be limited to accepting interests in land that may be voluntarily conveyed to the Authority by the owner or owners thereof.
 - b. The purposes of the Authority continue not to include the power to issue bonds or to incur debt.

Adopted November 20, 1989
Amended July 11, 2018

**RESOLUTION TO APPROVE ACSA201800001
CROZET TREATMENT PLANT
FOR TAX MAP PARCELS 05700-00-00-010A0 AND 05700-00-00-029B0**

WHEREAS, the owner of Tax Map Parcels 05700-00-00-010A0 (TMP 57-10A) and 05700-00-00-029B0 (TMP 57-29B) has requested an amendment to the Albemarle County Service Authority (ACSA) Jurisdictional Area to include TMP 57-10A for limited water and sewer service and TMP 57-29B for water and sewer service, and the application is identified as ACSA201800001 (ACSA 2018-01); and

WHEREAS, on July 11, 2018, the Albemarle County Board of Supervisors held a duly noticed public hearing on ACSA 2018-01.

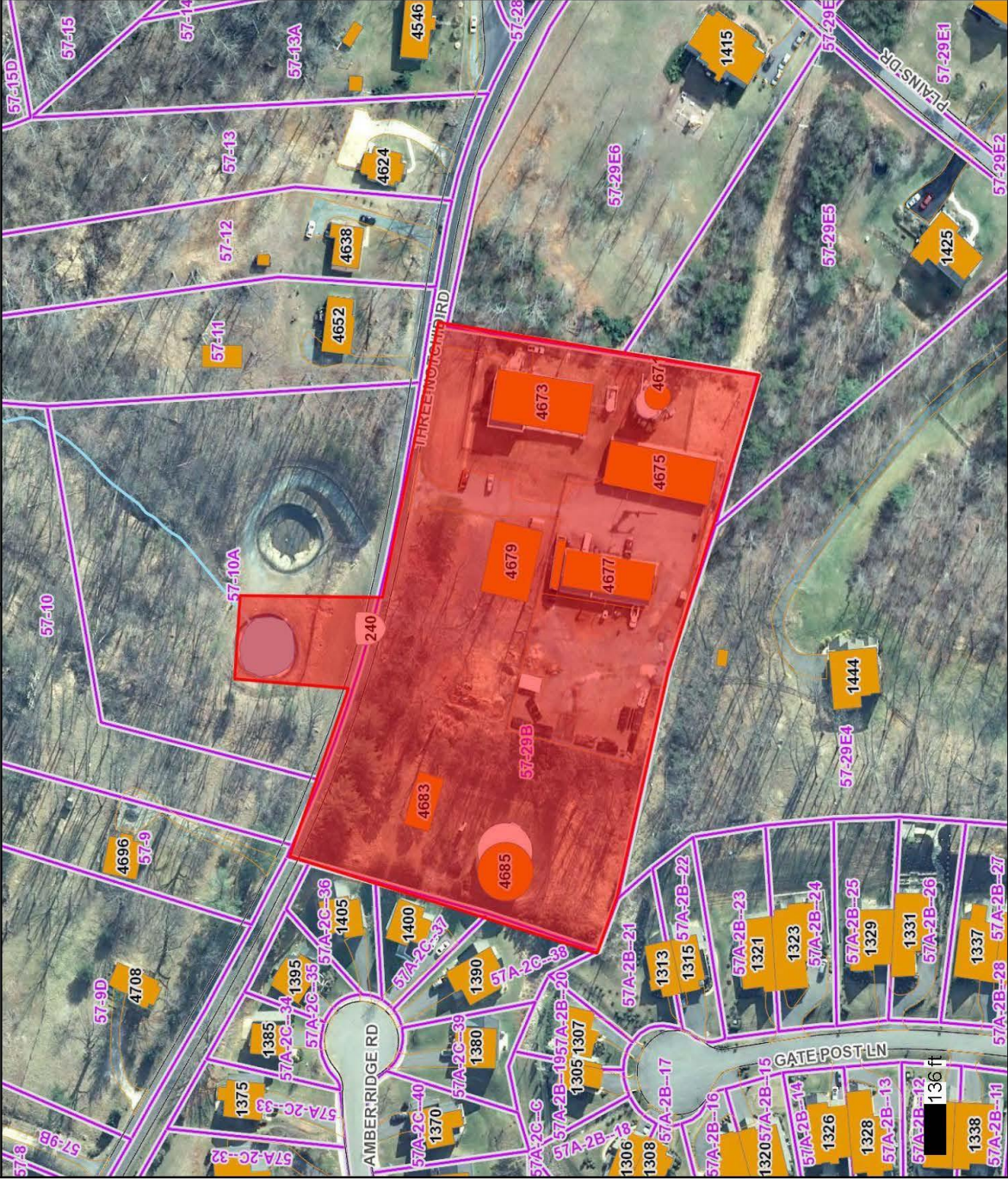
NOW, THEREFORE, BE IT RESOLVED that, upon consideration of the foregoing, the staff report prepared for ACSA 2018-01 and all of its attachments, the information presented at the public hearing, and the factors relevant to the ACSA Jurisdictional Area in Virginia Code § 15.2-5111 and in Chapter 12.1, Community Facilities, Strategy 9a, of the Albemarle County Comprehensive Plan, as well as the Comprehensive Plan's Growth Management Policy and Land Use Plan, the Albemarle County Board of Supervisors hereby approves ACSA 2018-01, subject to the conditions attached hereto.

* * * * *

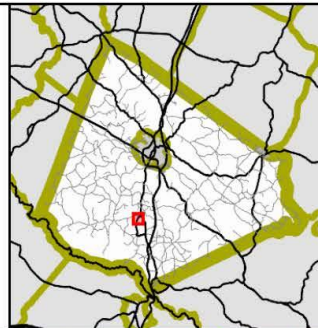
ACSA201800001 Crozet Treatment Plant Conditions

1. The limited water and sewer service on TMP 57-10A shall be to serve the Rivanna Water and Sewer Authority public water treatment plant use only.
2. The portion of TMP 57-10A to be designated for water and sewer service shall be limited to the western most lagoon area and future backwash waste tank location as depicted on the GIS map dated June 25, 2018, attached hereto and incorporated herein.

Crozet Water Treatment Plant -- Proposed ACSA JA Map Amendment Area ATTACHMENT D



- Legend
- (Note: Some items on map may not appear in legend)
- ▲ AIRCRAFT
 - ▲ COLLEGE UNIVERSITY
 - ▲ FIRE STATION
 - ▲ HIGH SCHOOL
 - ▲ JAIL
 - ▲ POLICE STATION
 - ▲ PRISON
 - ▲ RAILROAD
 - ▲ SCHOOL
 - ▲ STATE HOUSE
 - ▲ THEATRE
 - ▲ ZOO
 - ▲ PARK
 - ▲ OTHER



GIS-WEB
Geographic Data Services
www.albemarle.org
(434) 296-5532

**RESOLUTION TO APPROVE
SP 2018-01 KESWICK HALL AND GOLF CLUB**

WHEREAS, the Owner of Keswick Hall filed an application to amend a previously-approved special use permit (SP 200800042) for Tax Map Parcels 08000-00-00-008Z0, 08000-00-00-060A0, and 08000-00-00-00900 to relocate and expand the spa and fitness center, add a pool bar, expand the energy plant, add a new maintenance and laundry building, relocate the existing restaurant to a stand-alone building, and add a wing to the existing inn for 38 additional rooms, as well as make site changes to the parking and circulation, and the application is identified as Special Use Permit 2018-00001 Keswick Hall and Golf Club ("SP 2018-01"); and

WHEREAS, on May 22, 2018, after a duly noticed public hearing, the Albemarle County Planning Commission recommended approval of SP 2018-01 with conditions recommended by staff, and recommended minor changes to the Conceptual Plan; and

WHEREAS, subsequent to the Planning Commission meeting, the Applicant submitted an updated Conceptual Plan dated June 11, 2018 that partially addressed the Planning Commission's recommendation about changes to the Conceptual Plan, however, the updated Conceptual Plan contained additional changes that were not considered by the Planning Commission; and

WHEREAS, on July 11, 2018, the Albemarle County Board of Supervisors held a duly noticed public hearing on SP 2018-01.

NOW, THEREFORE, BE IT RESOLVED that, upon consideration of the foregoing, the staff report prepared for SP 2018-01 and all of its attachments, the information presented at the public hearing, and the factors relevant to a special use permit in Albemarle County Code § 18-33.8, the Albemarle County Board of Supervisors hereby approves SP 2018-01, subject to the conditions attached hereto, including Condition #1, which references the Conceptual Plan dated June 11, 2018 and the Narrative dated January 16, 2018, updated June 11, 2018.

* * * * *

SP-2018-00001 Keswick Hall and Golf Club Conditions

1. Development and use shall be in accord with the conceptual plan titled "Keswick Hall & Golf Club Special-Use Permit Plan" prepared by Hart Howerton and dated June 11, 2018 (hereafter "Conceptual Plan"), and narrative titled "Keswick Hall and Golf Club Project Narrative" (hereafter "Narrative"), dated January 16, 2018, updated June 11, 2018, as determined by the Director of Planning and the Zoning Administrator.
2. The restaurant, tavern, and inn and accessory uses shall not consume water in excess of existing permitted capacity of the existing water system (76,000 gallons per day) and sewage system (60,000 gallons per day). If the central water or sewerage system must be expanded to meet existing or future demand for residential users, the applicant shall seek and obtain all necessary approvals for expanding the system from the Virginia Department of Health, the Virginia Department of Environmental Quality, and the Albemarle County Board of Supervisors. Any expansion of the central water or sewerage system to meet existing or future demand for residential uses shall be solely for the use of residential users.
3. The applicant shall seek and obtain all necessary approvals by the Virginia Department of Health and Albemarle County Fire Rescue Department for a water system improvement to support dedicated internal fire protection as described in the "Water and Wastewater Facilities Plan 2017 Update for Keswick Hall & Golf Club" prepared by Timmons Group dated December 1, 2017 and revised March 19, 2018 (hereinafter the "2017 Water/Wastewater Plan") before a building permit for the proposed improvements described in Phase 1A of the 2017 Water/Wastewater Plan may be issued. No certificates of occupancy for the improvements in Phase 1A shall be issued prior to the completion of the aforementioned water system improvement.
4. The applicant shall seek and obtain all necessary approvals by the Albemarle County Board of Supervisors for a water system improvement to support expanded permitted capacity of the water distribution system as described in the 2017 Water/Wastewater Plan before any building permit for the proposed improvements

described in Phase 1A of the aforementioned plan may be issued. No certificates of occupancy for the improvements in Phase 1A shall be issued prior to the approval of the Virginia Department of Health, the Virginia Department of Environmental Quality, Albemarle County Fire Rescue Department, and completion of the aforementioned water system improvement.

5. No unplatted property shall be subdivided and no approved subdivision plat shall be recorded unless the applicant demonstrates to the satisfaction of the Planning Director and County Engineer that the existing central water system permitted and approved by the Virginia Department of Health, or as such permit is amended or such subsequent permit approved by the Virginia Department of Health, Division of Water Supply Engineering and the Board of Supervisors, is available and adequate to serve all of said lots, as well as all existing improvements, associated uses, and platted lots, without compromising on-site and adjacent off-site well water supplies. Nothing herein shall guarantee approval of such amendment or permit. In making this demonstration, the application shall use test procedures approved by the Virginia Department of Health and the County Engineer.
6. Except for any restaurant and spa on the property open to the general public, Keswick Hall and its associated facilities shall be used only by the guests of the inn and their invitees, and members of the Keswick Country Club and their invitees.
7. In the event that the use, structure or activity for which this special use permit is issued is not commenced on or before July 11, 2020, it shall be deemed abandoned and the permit terminated. The term "commenced" means "construction of any structure necessary to the use of the permit".
8. All parking areas established or expanded after July 11, 2018 shall comply with a minimum 25-foot setback.
9. Keswick Road shall be the primary access.