

**ACTIONS**  
**Board of Supervisors Meeting of January 16, 2019**

January 17, 2019

<u><b>AGENDA ITEM/ACTION</b></u>	<u><b>ASSIGNMENT</b></u>	<u><b>VIDEO</b></u>
1. Call to Order. <ul style="list-style-type: none"> <li>Meeting was called to order at 2:00 p.m., by the Chair, Ms. Mallek. All BOS members were present. Also present were Greg Kamptner, Claudette Borgersen and Doug Walker.</li> </ul>		<a href="#">Link to video</a>
2. Closed Meeting. <ul style="list-style-type: none"> <li>At 2:00 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia:</li> <li>Under Subsection (3), to discuss and consider the acquisition of real property located in the Route 29 corridor, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the County.</li> <li>Under Subsection (6), to discuss and consider the investment of public funds in the Route 29 corridor and competition or bargaining is involved where, if made public initially, the financial interest of the County would be adversely affected.</li> </ul>		
3. Certify Closed Meeting. <ul style="list-style-type: none"> <li>At 2:37 p.m., the Board reconvened into open meeting and certified the closed meeting.</li> </ul>		
4. <b>Work Session:</b> Development Services Advisor - Final Pre-Marketing Report. <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>ENDORSED</b> the recommendations of staff.</li> <li><b>CONSENSUS</b> to schedule a discussion on a future agenda regarding site readiness through Project ENABLE.</li> </ul>	<u>Staff:</u> Proceed as directed.	
5. Yard Maintenance Open-Air Burning. <ul style="list-style-type: none"> <li><b>HELD.</b></li> <li><b>CONSENSUS</b> to proceed as discussed.</li> </ul>	<u>Staff:</u> Proceed as directed.	
Recess. <ul style="list-style-type: none"> <li>At 4:06 p.m., the Board recessed and reconvened at 4:24 p.m.</li> </ul>		
6. <b>Presentation:</b> 2019 Real Estate Reassessments. <ul style="list-style-type: none"> <li><b>RECEIVED.</b></li> </ul>		
7. Closed Meeting. <ul style="list-style-type: none"> <li>At 4:57 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia:</li> <li>Under Subsection (1), to discuss and consider appointments to boards, committees, and commissions in which there are pending vacancies or requests for reappointments; and</li> <li>Under Subsection (6), to discuss and consider the investment of public funds where bargaining is involved and where, if made public initially, would adversely affect the financial interest of the County. The investments of public funds being considered are for:</li> </ul>		

<ol style="list-style-type: none"> <li>1. Infrastructure improvements in Crozet; and</li> <li>2. An affordable housing project in the northern portion of the Scottsville Magisterial District; and</li> </ol> <ul style="list-style-type: none"> <li>• 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"> <li>1. A possible agreement with a volunteer rescue squad; and</li> <li>2. The enabling authority of the County to provide financial support to volunteer firefighting and emergency services organizations.</li> </ol> </li> </ul>		
<p>8. Certify Closed Meeting.</p> <ul style="list-style-type: none"> <li>• At 6:09 p.m., the Board reconvened into open meeting and certified the closed meeting.</li> <li>• By a vote of 6:0, appointed Diantha McKeel to Piedmont Workforce Network Council in absence of the Chair, with said term to expire December 31, 2019.</li> </ul>		
<p>12. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> <li>• Rick Randolph requested that Item 16.2 be pulled from the agenda and deferred to another meeting.</li> <li>• By a vote of 6:0, <b>ADOPTED</b> the final agenda as amended.</li> </ul>	<p><u>Clerk:</u> Schedule item 16.2 on a future agenda.</p>	
<p>13. Brief Announcements by Board Members.</p> <ul style="list-style-type: none"> <li>• There were none.</li> </ul>		
<p>15. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <li>• There were none.</li> </ul>		
<p>16.2 Personnel Policy Amendments.</p> <ul style="list-style-type: none"> <li>• <b>DEFERED</b></li> </ul>		
<p>16.3 ZMA-2006-00019 - Special Exception Request: Variations to the Approved Willow Glen Application Plan.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> Resolution to approve the SE request with the conditions of approval specified therein.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 1)</p>	
<p>17. <b>Work Session:</b> CPA201800006 - Birdwood.</p> <ul style="list-style-type: none"> <li>• <b>HELD.</b></li> </ul>	<p><u>Clerk:</u> Schedule public hearing for March, 2019</p>	
<p>18. <b><u>Pb. Hrg.: SP201800015 - Albemarle Montessori School.</u></b></p> <ul style="list-style-type: none"> <li>• By a vote of 6:0, <b>ADOPTED</b> resolution approve SP 2018-00015 Albemarle Montessori School.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 2)</p>	
<p>19. <b><u>Pb. Hrg.: ZMA201800008 - Commonwealth Senior Living.</u></b></p> <ul style="list-style-type: none"> <li>• By a vote of 6:0, <b>ADOPTED</b> ordinance to approve ZMA 2018-00008, Commonwealth Senior Living with amended proffers.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 3)</p>	
<p>20. <b><u>Pb. Hrg.: SP201800017 - Commonwealth Senior Living.</u></b></p> <ul style="list-style-type: none"> <li>• By a vote of 6:0, <b>ADOPTED</b> resolution to approve SP 2018-00017 Commonwealth Senior Living, with associated conditions.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 4)</p>	

21	<p><b><u>Pb. Hrg.: Charlottesville-Albemarle Convention and Visitors' Bureau Agreement; Amendment.</u></b></p> <ul style="list-style-type: none"> <li>By a vote of 5:1 (Palmer), <b>ADOPTED</b> ordinance approving the first amendment to the CACVB agreement, dated January 16, 2019.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed ordinance to County Attorney's office. (Attachment 5)</p> <p><u>County Attorney:</u> Forward copy of signed agreement to the Clerk.</p>	
22.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p>a. Board of Zoning Appeals Discussion.</p> <ul style="list-style-type: none"> <li><b>HELD.</b></li> <li><b>CONSENSUS</b> to send a letter to the courts.</li> <li><b>CONSENSUS</b> to hire a part time attorney to attend BZA meetings.</li> </ul> <p>b. e-Scooter Use.</p> <ul style="list-style-type: none"> <li><b>HELD.</b></li> <li><b>CONSENSUS</b> for Kevin McDermott to research and bring information back to the Board.</li> </ul> <p><u>Diantha McKeel:</u> Encouraged staff to check into signs that can be used to notify truckers to not use GPS in specific areas.</p> <p><u>Ann Mallek:</u> Reviewed the recent efforts of the High Growth Coalition in working with the state legislature.</p> <p><u>Liz Palmer:</u> Mentioned she would like to speak with staff regarding establishing a formal process to find a site for a satellite drop-off facility for solid waste in the northern part of the County.</p>	<p><u>Kevin McDermott:</u> Proceed as directed.</p>	
23.	<p>From the County Executive: Report on Matters Not Listed on the Agenda.</p> <ul style="list-style-type: none"> <li>There were none.</li> </ul>		
24.	<p>Adjourn to January 30, 2019, 6:00 p.m., TJPDC, Water Street Center, 407 E. Water Street.</p> <ul style="list-style-type: none"> <li>The meeting was adjourned at 8:12 p.m.</li> </ul>		

ckb/tom

Attachment 1 – Resolution to Approve Special Exception for Willow Glen ZMA-2006-00019 to Vary the Approved Zoning Application Plan

Attachment 2 – Resolution to Approve SP 2018-15 Albemarle Montessori School

Attachment 3 – Resolution to Approve SP 2018-17 Commonwealth Senior Living

Attachment 4 – Ordinance No. 19-A(1) ZMA 2018-00008 an Ordinance to Amend the Zoning Map for Tax Map and Parcel Number 07800-00-00-055a1

Attachment 5 – Ordinance No. 19-A( ) an Ordinance to Approve an Amended Agreement to Operate a Joint Convention and Visitors' Bureau Between the County of Albemarle, Virginia and the City of Charlottesville, Virginia for the Joint Funding and Operation of the Charlottesville-Albemarle Convention and Visitors' Bureau

**RESOLUTION TO APPROVE SPECIAL EXCEPTION  
FOR WILLOW GLEN ZMA-2006-00019  
TO VARY THE APPROVED ZONING APPLICATION PLAN**

**WHEREAS**, the Owner of Tax Map Parcels 03200-00-00-049F0, 03200-00-00-049I0, 03200-00-00-049J0, and 03200-00-00-049K0 filed a request for a special exception to vary the zoning application plan approved in conjunction with ZMA-2006-00019 as shown on the Plan entitled "Special Exception Request for Willow Glen" (Special Exception Application Plan) prepared by Edwards Design Studio and dated December 14, 2018; and,

**WHEREAS**, the special exception request as shown on the Special Exception Application Plan involves multiple variations from the approved zoning application plan, including: 1) Modifications to the overall unit types and their arrangement, and a reduction to the approved density; 2) Modifications to the existing setbacks and yard regulations, and modification (elimination) of the perimeter setback; 3) Reductions in the number of double-frontage lots in several blocks; 4) Minor adjustments to the private street layout; 5) Flexibility for the location and arrangement of recreational amenities in Block 6; 6) Modifications to the interparcel connections; and 7) Modification to the overall project phasing.

**NOW, THEREFORE, BE IT RESOLVED** that, upon consideration of the foregoing, the Memorandum prepared in conjunction with the special exception request and the attachments thereto, including staff's supporting analysis, and all of the factors relevant to the special exceptions in Albemarle County Code §§ 14-203.1(B)(2)-(3), 18-33.49(B), and 18-8.5.5.3(c)(1)-(5), the Albemarle County Board of Supervisors hereby approves the special exception to vary the zoning application plan approved in conjunction with ZMA-2006-00019 Willow Glen, as described hereinabove, subject to the condition(s) attached hereto.

\* \* \*

**Special Exception to Vary the Approved Zoning Application Plan  
For Willow Glen ZMA-2006-00019**

**Special Exception Condition(s)**

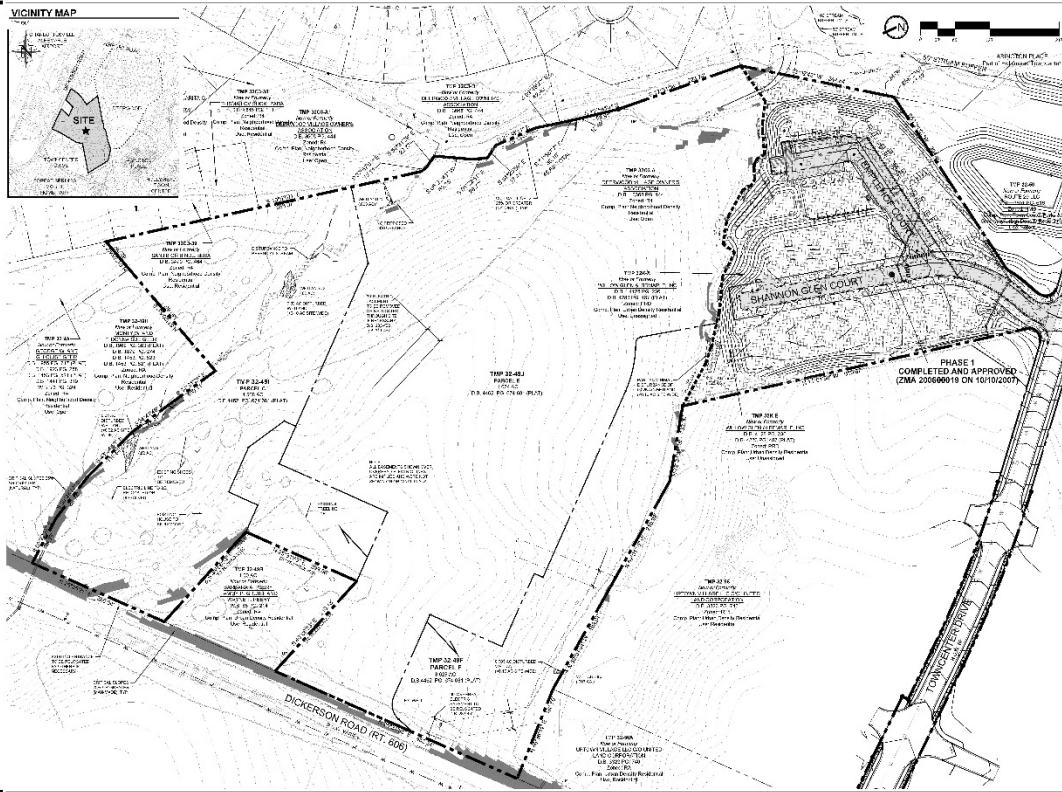
1. Development and use of the properties subject to ZMA-2006-00019 shall be as depicted in the Plan entitled "Special Exception Request for Willow Glen" prepared by Edwards design studio and dated December 14, 2018 (hereafter "Special Exception Application Plan"), as determined by the Director of Planning and the Zoning Administrator. In addition, development and use shall reflect the following major elements within the development essential to the design of the development, as shown on the Special Exception Application Plan:

- a. Location and extent of private streets, other roads, and sidewalks;
- b. Interparcel connections;
- c. Location and orientation of blocks;
- d. Location and orientation of lots and structures within blocks; and
- e. Recreational Open Space, amenity space and recreational amenities, and trails.

Subject to approval by the Director of Planning and the Zoning Administrator, minor modifications to the plan which do not conflict with the major elements above may be made to ensure compliance with the Zoning Ordinance.

2. All double frontage lots in Block 3 shall include screening between Trudeau Court and the rear of the double frontage lots in Block 3, as shown in Detail A "Conceptual Landscape Buffer" on Sheet V5 of the Special Exception Application Plan. This screening is to include (at minimum) a six (6) foot tall privacy fence as well as landscaping comprised of evergreen plant materials with a minimum height ranging from six (6) to eight (8) feet and with a minimum spacing of ten (10) feet on center.



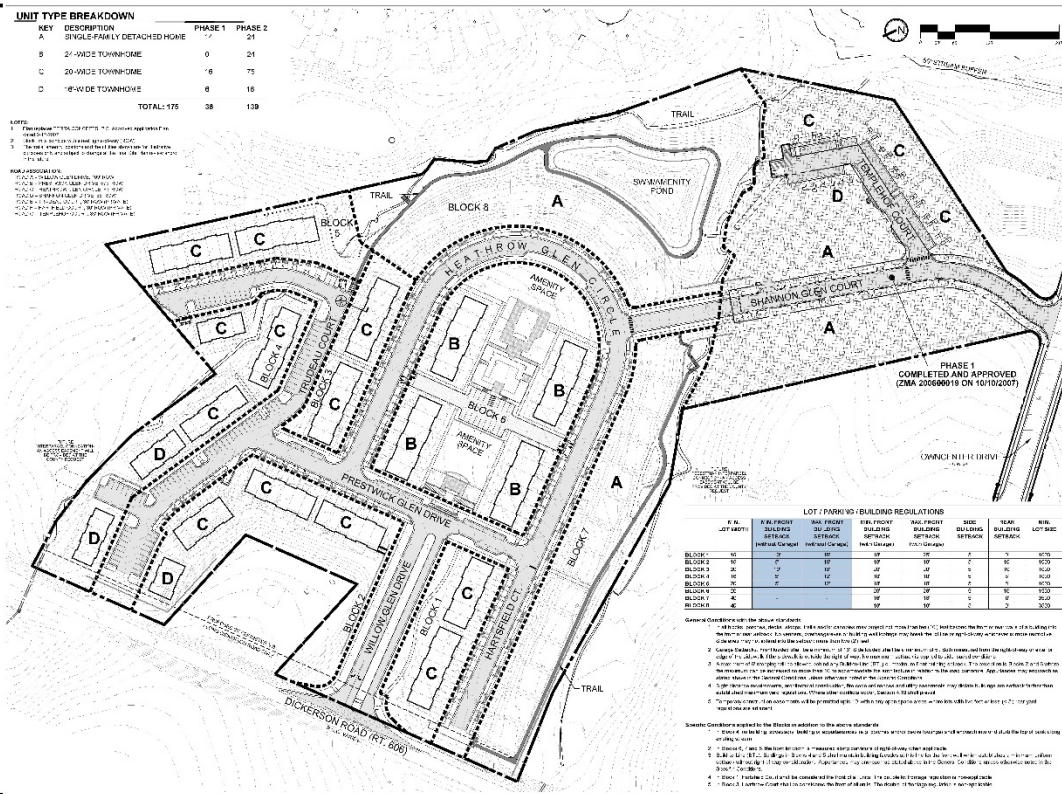


**EDWARDS ASSOCIATES**  
ARCHITECTS  
10000 WILLOW GLEN DRIVE  
CHARLOTTESVILLE, VA 22902  
TEL: 540-961-1234  
FAX: 540-961-1235  
WWW.EDWARDSASSOCIATES.COM

**SPECIAL EXCEPTION REQUEST FOR**  
**WILLOW GLEN**  
Charlottesville, Virginia

**V1**

Existing Conditions Plan  
TOTAL SHEETS: 8  
SHEET NO. 1 OF 8  
PROCESS PRINT NOT RELEASED FOR CONSTRUCTION









**RESOLUTION TO APPROVE  
SP 2018-15 ALBEMARLE MONTESSORI SCHOOL**

**WHEREAS**, Hollymead Professional Center, LLC submitted an application for a special use permit for Albemarle Montessori School to establish a school in an existing building with a maximum enrollment of 36 students on Tax Map Parcel 046B2-01-00-002F0, and the application is identified as SP201800015 Albemarle Montessori School ("SP 2018-15"); and

**WHEREAS**, on December 4, 2018, after a duly noticed public hearing, the Albemarle County Planning Commission recommended approval of SP 2018-15 with staff-recommended conditions; and

**WHEREAS**, on January 16, 2019, the Albemarle County Board of Supervisors held a duly noticed public hearing on SP 2018-15.

**NOW, THEREFORE, BE IT RESOLVED** that, upon consideration of the foregoing, the staff report prepared for SP 2018-15 and all of its attachments, the information presented at the public hearing, any written comments received, and the factors relevant to a special use permit in Albemarle County Code §§ 18-20.4.2, 18-23.2.2(6), and 18-33.40, the Albemarle County Board of Supervisors hereby approves SP 2018-15, subject to the conditions attached hereto.

\* \* \*

**SP-2018-15 Albemarle Montessori School  
Special Use Permit Conditions**

1. Development of the use shall be in general accord with the Conceptual Plan titled "Albemarle Montessori: Special Use Permit SP2018-00015 Conceptual Site Plan and Parking Study," prepared by 30 Scale, LLC, with the latest revision date of October 24, 2018, as determined by the Director of Planning and the Zoning Administrator. To be in general accord with the Conceptual Plan, development shall reflect the following major elements within the development essential to the design of the development:

- Location of parking areas
- Locations of drop off and pickup parking spaces
- General location of shared playground area with the adjacent Montessori Daycare

Minor modifications to the plan which do not conflict with the above elements may be made to ensure compliance with the Zoning Ordinance.

2. The maximum enrollment shall not exceed thirty-six (36) students
3. Normal hours of operation for the school shall be from 7:15 am to 5:45 pm provided that occasional school-related events may occur after 5:45 pm.



VICINITY MAP  
SCALE: 1"=1,000'

### PROPERTY INFORMATION

TAX MAP:	4882-01-2F
SITE ADDRESS:	1500 INSURANCE LANE
SITE AREA:	0.94 ACRES
MAJESTRAL DISTRICT:	IRWANNA
ZONING:	PUD

### PARKING STUDY NARRATIVE

THE REQUIRED PARKING OF EIGHT (8) SPACES FOR THE PROPOSED SCHOOL WAS DETERMINED BASED ON COMPILING AND EXCEEDING THE PARKING REQUIREMENTS IN 3 OTHER JURISDICTIONS IN THE U.S. AN ADDITIONAL FIVE (5) DEDICATED PARKING SPACES HAVE BEEN PROVIDED FOR PICK-UP/DROP-OFF PURPOSES.

#### COMPARABLE CITIES:

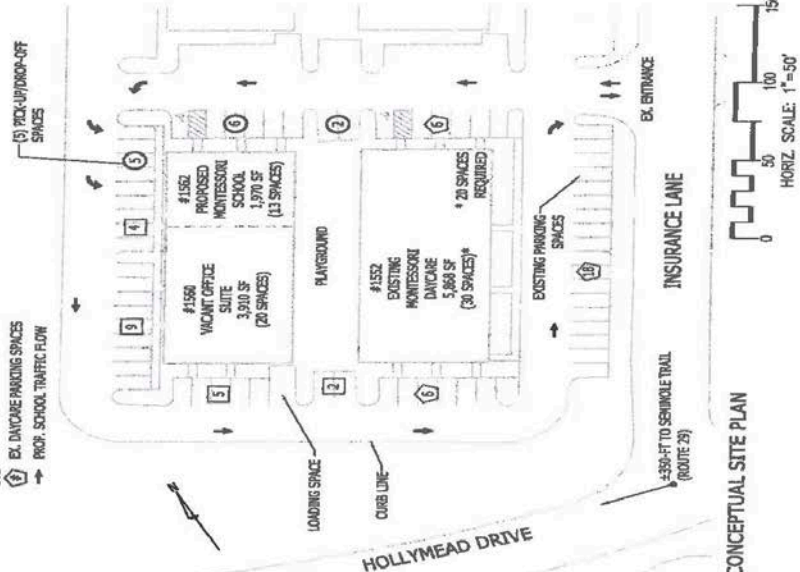
CITY OF CHARLOTTESVILLE: 1 SPACE PER CLASSROOM = 4 SPACES  
CITY OF LOS ANGELES, CA: 1 SPACE PER CLASSROOM ON MINIMUM 1 SPACE/500 SF = 4 SPACES  
ARLINGTON COUNTY, VA: 1 SPACE PER 7.5 STUDENTS PLUS 1 SPACE PER 40 STUDENTS = 7 SPACES

### PARKING CALCULATIONS

PROPOSED MONTESSORI SCHOOL USE			
PARKING REQUIREMENT:			
PER PARKING STUDY IS APPROVED BY ZONING ADMINISTRATION			
REGULAR PARKING SPACES			
CHILDREN	NUMBER	DATE*	REQUIRED
STAFF	40	1 FEB 12	4 SPACES
SUBTOTAL	4	1 EACH	4 SPACES
PICK-UP/DROP-OFF SPACES			8 SPACES
CHILDREN			
TOTAL	40	1 FEB 12	5 SPACES
* RATES BASED ON COMPARABLE CITIES			13 SPACES
EXISTING MONTESSORI DAYCARE FACILITY			
PARKING REQUIREMENT:			
1 SPACE/10 CHILDREN ENROLLED IN MAJOR CLAS OR SHIT PLUS 1 SPACE/EMPLOYEE			
CHILDREN	NUMBER	DATE	REQUIRED
STAFF	48	1 FEB 10	5 SPACES
TOTAL	14	1 EACH	14 SPACES
			19 SPACES
FUTURE OFFICE USE			
PARKING REQUIREMENT:			
1 SPACE/2,000 NSF OFFICE SPACE			
NSF	NUMBER	DATE	REQUIRED
	3,510	1 FEB 200	20 SPACES
TOTAL PARKING SPACES REQUIRED			43 SPACES
TOTAL PARKING SPACES PROVIDED			63 SPACES

### LEGEND

- ④ PRIOR SCHOOL PARKING SPACES
- ① FUTURE OFFICE USE PARKING SPACES
- ② EX. DAYCARE PARKING SPACES
- PRIOR SCHOOL TRAFFIC FLOW



### CONCEPTUAL SITE PLAN

## ALBEMARLE MONTESSORI

### SPECIAL USE PERMIT SP 2018-00015 CONCEPTUAL SITE PLAN AND PARKING STUDY

30 SCALE, LLC  
PLANNERS/CONSULTANTS/ENGINEERS  
mail: 6711 Justin Drive  
palmira, va 22969  
ph: 434-242-2066  
email: info@30scale.com  
website: www.30scale.com



### REVISIONS

#	DESCRIPTION	DATE
1		

OCTOBER 24, 2018

SCALE: 1"=50'

1

SHEET 1 OF 1

100' 5'

ROUTE 20  
SOUTH

VICINITY MAP  
SCALE 1"=1/2 MILE

### PROPERTY INFORMATION

TAX MAP:	4082-01-27
SITE ADDRESS:	2500 INSURANCE LANE
SITE AREA:	0.04 ACRES
MUNICIPAL DISTRICT:	WARRIOR
ZONING:	PUD

### PARKING STUDY NARRATIVE

THE REQUIRED PARKING OF EIGHT (8) SPACES FOR THE PROPOSED SCHOOL WAS DETERMINED BASED ON COMPANIES AND EXCEEDING THE PARKING REQUIREMENTS IN 3 OTHER JURISDICTIONS IN THE U.S. AN ADDITIONAL FIVE (5) DESIGNATED PARKING SPACES HAVE BEEN PROVIDED FOR PICK-UP/DROP-OFF PURPOSES.

#### COMPARABLE CASES:

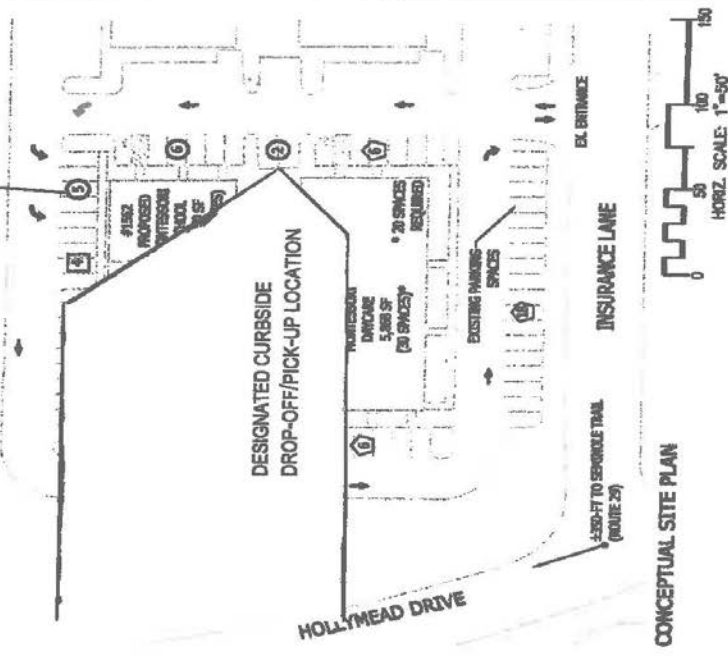
- CITY OF CHARLOTTE/VILLE: 1 SPACE PER CLASSROOM = 4 SPACES
- CITY OF LOS ANGELES, CA: 1 SPACE PER CLASSROOM OR MINIMUM 1 SPACE/200 SF = 4 SPACES
- ARLINGTON COUNTY, VA: 1 SPACE PER 7.5 STUDENTS PLUS 1 SPACE PER 40 STUDENTS = 7 SPACES

### PARKING CALCULATIONS

PROPOSED MONTTESSORI SCHOOL USE				
PARKING REQUIREMENTS:				
PER PARKING STUDY AS APPROVED BY ZONING ADMINISTRATION				
REQUIRE PARKING SPACES				
CHILDREN	NUMBER	DATE	REQUIRED	
STAFF	40	1 FEB 12	4 SPACES	
BARISTOL	4	1 MAY 1	0 SPACES	
PICK-UP/DROP-OFF SPACES			8 SPACES	
CHILDREN	40	1 FEB 18	5 SPACES	
TOTAL			23 SPACES	
* BASED ON ONE COMPARABLE CASE				
EXISTING MONTTESSORI DAYCARE FACILITY				
PARKING REQUIREMENTS:				
1 SPACE/20 CHILDREN ENROLLED IN MONDAY CLASS OR 1 SPACE/15 EMPLOYEE				
CHILDREN	NUMBER	DATE	REQUIRED	
STAFF	14	1 MAY 1	24 SPACES	
TOTAL			24 SPACES	
PARKING OFFICE USE				
PARKING REQUIREMENTS:				
1 SPACE/2,000 NET OFFICE SPACE				
NET	NUMBER	DATE	REQUIRED	
	1,936	1 FEB 20	26 SPACES	
TOTAL PARKING SPACES REQUIRED			49 SPACES	
TOTAL PARKING SPACES PROVIDED			49 SPACES	

### LEGEND

- PROPOSED SCHOOL PARKING SPACES
- POTENTIAL OFFICE USE PARKING SPACES
- EXISTING PARKING SPACES
- POTENTIAL TRAFFIC FLOW



CONCEPTUAL SITE PLAN



**30 SCALE, LLC**  
PLANNING/ON BUSINESS/CONSULTANTS  
8711 Jettie Drive  
Palm Beach, FL 33469  
PH: 561-242-2866  
EMAIL: info@30scale.com  
WEBSITE: www.30scale.com

## ALBEMARLE MONTESSORI

SPECIAL USE PERMIT SP 2018-00015  
CONCEPTUAL SITE PLAN AND PARKING STUDY

WARRIOR MUNICIPAL DISTRICT

ALBEMARLE COUNTY, VIRGINIA

REVISIONS		DATE	SCALE: 1"=50'
#	DESCRIPTION		

1

SHEET 1 OF 1

**ORDINANCE NO. 19-A(1)  
ZMA 2018-00008**

**AN ORDINANCE TO AMEND THE ZONING MAP  
FOR TAX MAP AND PARCEL NUMBER 07800-00-00-055A1**

**WHEREAS**, the application to amend the zoning map for Tax Map and Parcel Number 07800-00-00-055A1 is identified as ZMA 2018-00008, Commonwealth Senior Living ("ZMA 2018-00008"); and

**WHEREAS**, ZMA 2018-00008 proposes to revise the proffers and the application plan that were previously approved with ZMA 2015-00004 to increase the allowable square footage of the enclosed space of the existing residential building from 110,000 square feet to 120,000 square feet and to allow the conversion of the parking garage into the enclosed building space for use as professional offices; and

**WHEREAS**, on December 4 2018, after a duly noticed public hearing, the Planning Commission recommended approval of ZMA 2018-00008; and

**WHEREAS**, on January 16, 2019, the Albemarle County Board of Supervisors held a duly noticed public hearing on ZMA 2018-00008.

**BE IT ORDAINED** by the Board of Supervisors of the County of Albemarle, Virginia, that upon consideration of the transmittal summary and staff report prepared for ZMA 2018-00008 and their attachments, including the proffers and the application plan, the information presented at the public hearing, the material and relevant factors in Virginia Code § 15.2-2284, and for the purposes of public necessity, convenience, general welfare and good zoning practices, the Board hereby approves ZMA 2018-00008 with the proffers dated December 26, 2018, and the application plan entitled "ZMA Application Plan 201800008, An Amendment To ZMA201500004 for Commonwealth Senior Living, Tax Map 78, Parcel 55A1, Rivanna District, Albemarle County, Virginia," prepared by Shimp Engineering, P.C., dated October 26, 2018.

\* \* \*



Original Proffers \_\_\_\_\_  
Amendment   X  

## PROFFER STATEMENT

ZMA No. 2018-00008 Commonwealth Senior Living Proffer Amendment

Tax Map and Parcel Number(s): **07800-00-00-055A1**

Owner(s) of Record: **Osprey/Pantops Place LLC**

Date of Proffer Signature: December 26, 2018

**3.851** acres zoned **PRD**

**Osprey/Pantops Place LLC** is the owner ("Owner") of Tax Map and Parcel Number **07800-00-00-055A1** which is subject to this zoning map amendment (the "Property"). The Property is a portion of the property that was the subject of rezoning applications ZMA 1999-001, and ZMA 2001-011, for a project formerly known as "Pantops Place," (the "Pantops Place Rezoning"). The portion of the overall Pantops Place Rezoning property affected by these Proffers consists of an existing building of approximately 110,000 square feet that now contains assisted living units in addition independent living units. The Owner proposes to convert the structured parking area, located on the lower level of the building on the Property, into office space for the corporate office of the Owner's parent company, Commonwealth Senior Living (the "Project").

ZMA 1999-001 and ZMA 2001-011 also pertained to Tax Map and Parcel Number 07800-00-00-055A5. Pantops Place Limited Partnership is the owner of Tax Map and Parcel Number 07800-00-00-055A5 which consists principally as open space (the "Open Space"). The Property and the Open Space were subject to Proffers dated January 5, 2000 and August 28, 2001 (the "Previous Proffers") as part of the actions approving rezoning applications ZMA 1999-001 and ZMA 2001-011. The Proffers for ZMA 2015-0004 sought to amend the Previous Proffers as they relate to the *Property* only. The Proffers are intended to amend the Proffers for ZMA 2015-0004 only. .

Pursuant to Section 33 of the Albemarle County Zoning Ordinance, the Owner hereby voluntarily proffers the conditions listed below which shall be applied to the Property if it is rezoned to the zoning district identified above. These conditions are proffered as a part of the proposed rezoning, and the Owner acknowledges that the conditions are reasonable.

1. Residential density limits shall be as follows:

The building containing the Assisted Living units, the Independent Living units, and professional offices will be no greater than 120,000 square feet. The total number of Assisted Living units and Independent Living units together shall not exceed **140**. The Owner reserves the right to adjust the ratio of Assisted Living to Independent Living for this site.



- a) Vehicular access to the Property from Route 250 East shall be limited to a single location via Pantops Mountain Place, as shown on the Application Plan, revised October 26, 2018, and attached hereto (the "Application Plan").
- b) The Owner shall provide for access to the adjoining property described as Albemarle County Tax Map 78, parcel 55A7 in the general location shown on that certain Application Plan for Peter Jefferson Overlook, dated October 18, 2010, attached.
- c) The Owner shall provide shuttle service at a minimum of three (3) times a week to convey residents to appointments, shopping, and other destinations.

The Owner shall maintain a 15 wide foot buffer upon the property along its entire common boundary with the Glenorchy subdivision as shown on the Application Plan prepared by McKee Carson, entitled Pantops Place, sheet 2 of 3, dated October 18, 1999. The 15 foot buffer shall be shown on any approved site plan for the Property. The purpose of this buffer is to ensure the preservation of an existing fieldstone wall and a mature hedgerow along this common boundary line. The existing fieldstone wall shall not be removed or modified. No plant removal, other than dead, diseased or noxious vegetation shall take place in this area. Only limited grading as shown on the approved site plans shall be permitted, and new beneficial plant material may be sensitively introduced to augment the efficacy of the hedgerow as a screening element. Pedestrian access to this area shall not be restricted.

The Owner shall not disturb the existing natural and landscaped screening along or adjacent to the Glenorchy subdivision, to ensure that the service areas for existing or future buildings will be properly screened from the Glenorchy subdivision.

WITNESS the following signatures:

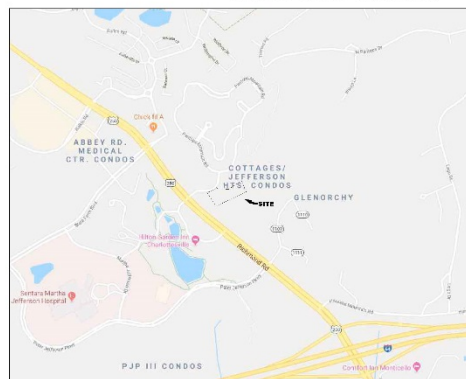
**Osprey/Pantops Place LLC**, a Delaware limited liability company

By: Richard G. Corey  
Richard G. Corey, President

ZMA APPLICATION PLAN 201800008  
AN AMENDMENT TO ZMA201500004 FOR  
**COMMONWEALTH SENIOR LIVING**  
TAX MAP 78, PARCEL 55A1  
RIVANNA DISTRICT, ALBEMARLE COUNTY, VIRGINIA

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**VICINITY MAP** SCALE: 1"=500'



## SHEET INDEX

- C1 - COVER SHEET  
C2 - REGIONAL CONTEXT MAP  
C3 - APPLICATION PLAN

### PROPERTY INFORMATION

1. What is the purpose of the study?  
 The purpose of the study is to investigate the effect of the use of a mobile learning application on the learning outcomes of students in a mathematics course.

2. What are the research questions?  
 The research questions are: (1) What is the effect of the use of a mobile learning application on the learning outcomes of students in a mathematics course? (2) What are the factors that influence the use of a mobile learning application?

3. What is the significance of the study?  
 The significance of the study is that it provides information about the effectiveness of mobile learning applications in improving learning outcomes, which can be used by educators and researchers to develop more effective learning strategies.

4. What are the limitations of the study?  
 The limitations of the study are that the sample size is small and the study is limited to a specific mathematics course, which may limit the generalizability of the findings.

### BASE INFORMATION

[illegible]

## APPLICATION PLAN NOTES:

1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 26

APPLICATION PLAN FOR:  
**COMMONWEALTH SENIOR LIVING**  
ALBEMARLE COUNTY, VIRGINIA

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**RESOLUTION TO APPROVE  
SP 2018-17 COMMONWEALTH SENIOR LIVING**

**WHEREAS**, Commonwealth Senior Living submitted an application for a special use permit to allow a professional office use on Tax Map Parcel Number 07800-00-00-055A1, property zoned Planned Residential Development – PRD, and the application is identified as SP201800017 Commonwealth Senior Living (“SP 2018-17”); and

**WHEREAS**, on December 4, 2018, after a duly noticed public hearing, the Albemarle County Planning Commission recommended approval of SP 2018-17 with a revised condition as recommended by staff at the Planning Commission meeting; and

**WHEREAS**, on January 16 2019, the Albemarle County Board of Supervisors held a duly noticed public hearing on SP 2018-17.

**NOW, THEREFORE, BE IT RESOLVED** that, upon consideration of the foregoing, the staff report prepared for SP 2018-17 and all of its attachments, the information presented at the public hearing, any written comments received, and the factors relevant to a special use permit in Albemarle County Code §§ 18-19.3.2.9 and 18-33.40, the Albemarle County Board of Supervisors hereby approves SP 2018-17, subject to the conditions attached hereto.

\* \* \*

**SP-2018-17 Commonwealth Senior Living  
Special Use Permit Conditions**

1. Development of the use shall be in general accord with the conceptual plan titled “ZMA Application Plan 201800008, an Amendment to ZMA201500004 For Commonwealth Senior Living,” prepared by Shimp Engineering, P.C., dated October 26th, 2018, as determined by the Director of Planning and the Zoning Administrator. To be in general accord with the Conceptual Plan, development shall reflect the following major elements within the development essential to the design of the development:
  - Conversion of the existing structured parking facility into an enclosed space for professional office use.
  - No exterior changes to the site, except for minor changes to the existing vehicle entrances into the structured parking area to convert them into pedestrian ingress/egress areas.
  - Maintenance of the fifteen (15) foot buffer along the southeastern portion of the property.

Minor modifications to the plan which do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance.
2. A Parking Determination shall be granted by the Zoning Administrator or their designee prior to the beginning of the operation of the professional office use.
3. The professional office use shall be no greater than thirteen thousand five hundred (13,500) square feet in area.
4. Any change in the professional office use or the residential use that would increase the number of required parking spaces, including any alteration in the number or ratio of independent living and assisted living units, shall require the submission of a request for a new Parking Determination by the Zoning Administrator or their designee.

ORDINANCE NO. 19-A( )

**AN ORDINANCE TO APPROVE AN AMENDED AGREEMENT  
TO OPERATE A JOINT CONVENTION AND VISITORS' BUREAU  
BETWEEN THE COUNTY OF ALBEMARLE, VIRGINIA AND  
THE CITY OF CHARLOTTESVILLE, VIRGINIA FOR  
THE JOINT FUNDING AND OPERATION OF  
THE CHARLOTTESVILLE-ALBEMARLE  
CONVENTION AND VISITORS' BUREAU**

**WHEREAS**, the County and the City are each enabled by Virginia Code § 15.2-940 to “expend funds from the locally derived revenues of the locality for the purpose of promoting the resources and advantages of the locality”; and

**WHEREAS**, the County and the City are each enabled by Virginia Code § 15.2-1300 to jointly exercise the authority granted to them pursuant to Virginia Code § 15.2-940; and

**WHEREAS**, the County and the City most recently entered into an agreement for the joint funding and operation of the Charlottesville-Albemarle Convention and Visitors Bureau (“CACVB”) to promote the resources and advantages of the County and the City, and that agreement became effective July 1, 2018 (the “Agreement”); and

**WHEREAS**, the Agreement provided that one member of the Board of Supervisors and one member of the City Council would be among the membership of the CACVB’s Executive Board; and

**WHEREAS**, the County and the City desire to amend the Agreement to authorize two members of the Board of Supervisors and two members of the City Council to serve on the CACVB’s Executive Board and to making any corresponding changes to the Agreement as provided in the amended agreement attached hereto as Attachment A (the “First Amended Agreement”).

**NOW, THEREFORE, BE IT ORDAINED THAT** the First Amended Agreement is hereby approved, and that the County Executive is hereby authorized to execute the First Amended Agreement on behalf of the County of Albemarle after it is approved as to form by the County Attorney.

**This ordinance shall be effective immediately.**

\*\*\*\*\*

**FIRST AMENDED AGREEMENT TO OPERATE  
A JOINT CONVENTION AND VISITORS' BUREAU**

THIS AGREEMENT is entered into this 15<sup>th</sup> day of January, 2019, by and between the County of Albemarle, Virginia (the "County") and the City of Charlottesville, Virginia (the "City"). This agreement may be referred to as the "CACVB Agreement" and "this Agreement." The County and the City may be referred to collectively as the "Parties."

**RECITALS**

- R-1** The County and the City are each enabled by Virginia Code § 15.2-940 to "expend funds from the locally derived revenues of the locality for the purpose of promoting the resources and advantages of the locality"; and
- R-2** The County is enabled by Virginia Code § 58.1-3819 to expend Transient Occupancy Taxes collected by it (amounts in excess of two percent of the total five percent authorized to be collected) solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with tourism industry organizations, including representatives of lodging properties located in Albemarle County, attract travelers to the County, increase occupancy at lodging properties, and generate tourism revenues within the County; and
- R-3** The County and the City are each enabled by Virginia Code § 15.2-1300 to jointly exercise the authority granted to them pursuant to Virginia Code § 15.2-940, and they desire to enter into an agreement with one another to continue to jointly fund and operate the local convention and visitors' bureau; and
- R-4** The County and the City desire to promote the resources and advantages of the County and the City, and to do so through the Charlottesville-Albemarle Convention and Visitors' Bureau as provided in this Agreement.

**STATEMENT OF AGREEMENT**

The County and the City agree to the following:

**1. Convention and Visitors' Bureau Established and Authorized.**

The Charlottesville-Albemarle Convention and Visitors Bureau (the "CACVB") is re-established and re-authorized.

**2. Purpose of the CACVB.**

The purpose of the CACVB is to promote the resources and advantages of the County, the City, and the region pursuant to the terms and conditions of this Agreement, including marketing of tourism, as well as marketing of initiatives that: attract travelers to the City and County, increase lodging at properties located within the City and County, and generate tourism revenues within the City and County.

**3. Organization of the CACVB.**

The CACVB shall be organized to have an Executive Board, an Executive Director, and staff serving the CACVB.

**A. Executive Board.** An Executive Board is hereby established, and its composition and powers and duties are as follows:

- 1. Composition.** The Executive Board shall be composed of the following fifteen voting members and one non-voting member:
  - a.** Two members of the County Board of Supervisors.
  - b.** Two members of the Charlottesville City Council.
  - c.** The County Executive or his designee.

- d. The Charlottesville City Manager or his designee.
  - e. The County Director of Economic Development or his designee.
  - f. The City Director of Economic Development or his designee.
  - g. The Executive Vice President of the University of Virginia or his designee.
  - h. One tourism industry organization representative appointed by the County Board of Supervisors as provided in Section 3(A)(2)(b).
  - i. One tourism industry organization representative appointed by the Charlottesville City Council as provided in Section 3(A)(2)(b).
  - j. One representative of the arts community jointly appointed by designated members of the County Board of Supervisors and the Charlottesville City Council as provided in Section 3(A)(2)(c).
  - k. One representative of the recreation community jointly appointed by designated members of the County Board of Supervisors and the Charlottesville City Council as provided in Section 3(A)(2)(c).
  - l. One representative of the Chamber of Commerce jointly appointed by designated members of the County Board of Supervisors and the Charlottesville City Council as provided in Section 3(A)(2)(c).
  - m. The President or Chief Executive Officer of the Thomas Jefferson Foundation or his designee.
  - n. The Executive Director of the CACVB (non-voting member).
2. **Appointments to the Executive Board.** Appointments to the Executive Board shall be made as follows:
- a. **Appointment of Members of the County Board of Supervisors and the Charlottesville City Council; Alternates.** The members of the County Board of Supervisors and the Charlottesville City Council who serve on the Executive Board shall be appointed by their respective governing bodies for terms determined by the respective governing bodies. The County Board of Supervisors and the Charlottesville City Council may appoint alternates to attend any meeting(s) that the regular appointees cannot attend. An alternate attending a meeting in place of the regular member may vote on behalf of the Board or Council at any such meeting.
  - b. **Appointment of Representatives of Tourism Industry Organizations; Term.** The tourism industry representatives identified in Sections 3(A)(1)(h) and (i) shall be appointed by a majority vote of the members of the County Board of Supervisors or the Charlottesville City Council, respectively, present and voting. Each appointment shall be for a two-year term; no person serving under this appointment may be appointed to more than four consecutive two-year terms, exclusive of time served in the unexpired term of another.
  - c. **Appointment of Representatives of the Arts and Recreation Communities and the Chamber of Commerce; Term.** The arts and recreation community representatives and the Chamber of Commerce representative identified in Sections 3(A)(1)(j), (k), and (l) shall be made by a majority of the four members of the County Board of Supervisors and the Charlottesville City Council appointed to the Executive Board. Each appointment shall be for a two-year term; no person serving under this appointment may be appointed to more than four consecutive two-year terms, exclusive of time served in the unexpired term of another.

3. **Powers and Duties of the Executive Board.** The Executive Board shall:
- a. **Adopt a Strategic Plan.** Adopt a strategic plan for the CACVB that is consistent with the purposes of the CACVB.
  - b. **Adopt By-laws.** Adopt by-laws, which shall include procedures and rules for electing a chair, a vice-chair, the conduct of its meetings, and regulating the business of the Executive Board.
  - c. **Adopt Policies and Plans.** Adopt any policies or plans consistent with the purposes of the CACVB and that may provide direction to the CACVB.
  - d. **Marketing Strategies, Performance Measures, and Indicators.** Approve general marketing strategies and programs, and establish performance measures and indicators.
  - e. **Hold Meetings; Quorum; Voting.** Hold a regular meeting at least once every two months. Each meeting shall be conducted in compliance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*). Eight voting members of the Executive Board physically present at the meeting constitute a quorum. The Executive Board shall act only by a majority vote of those voting members present and voting at a lawfully held meeting.
  - f. **Adopt a Budget.** Adopt a budget for the CACVB's operations and activities each fiscal year.
  - g. **Contracts.** Acting through its Executive Director, arrange or contract for (in the name of the CACVB) the furnishing by any person or company, public or private, of goods, services, privileges, works or facilities for and in connection with the scope of Section 2 of this Agreement and the administrative operations of the CACVB and its offices. The contracts may include any contracts for consulting services related to tourism marketing and to promoting the County, the City, and the region.
  - h. **Appoint the Executive Director; Performance; Termination.** Appoint the Executive Director, who shall serve at the pleasure of the Executive Board, and evaluate the Executive Director's performance each year. If the CACVB does not have an Executive Director or an interim Executive Director on July 1, 2018, until the Executive Board appoints an interim or permanent Executive Director, the County shall provide an employee currently on its payroll to serve as an interim Executive Director for the CACVB, commencing July 1, 2018 and continuing only until such time as the newly constituted Executive Board has appointed an interim or permanent Executive Director.
  - i. **Offices.** Provide regular staffed visitor services at one location within the City of Charlottesville and one location within the County of Albemarle. Additional locations may be approved by the Executive Board. The Executive Board shall approve the location and terms and conditions for purchasing or leasing any CACVB office(s), and may, by recorded vote or resolution, authorize the Executive Director to execute any required instrument pertaining thereto.
  - j. **Official Seal.** Establish and maintain an official seal, which may be altered at will, and to use it, or a facsimile of it, by impressing or affixing it, or in any other manner reproducing it.
4. **Attendance.** Members of the Executive Board or their designees are expected to attend all regular meetings of the Executive Board. The Executive Board may request the County Board of Supervisors or the Charlottesville City Council, as the case may be, to replace any Executive Board Member appointed by that body, or the designated members thereof, to replace any Member who is absent, or whose designee is absent, from more than three regular meetings during a calendar year.



B. **Executive Director.** The position of Executive Director is hereby established. The powers and duties of the Executive Director are as follows:

1. **Promotion.** Promote the resources and advantages of the County, the City, and the region pursuant to the terms and conditions of this Agreement, the Strategic Plan, and other policies and plans adopted by the Executive Board within the scope of Section 2 of this Agreement, subject to the following:
  - a. **Services Provided Until Executive Board Directs Otherwise.** Beginning July 1, 2018, and until the Executive Board directs otherwise, the Executive Director and the persons hired to provide services for the CACVB shall provide the services identified in **Attachment A**, incorporated by reference herein.
  - b. **Services Identified by the Executive Board to be Provided.** When the Executive Board identifies different or additional services to be provided by the CACVB, the Executive Director and the persons hired to provide services for the CACVB shall provide those services. The different or additional services may include, but are not limited to, expanding destination packages focusing on the arts, wineries, breweries, and distilleries; promoting heritage and cultural tourism and including this area's African-American heritage; promoting agritourism; promoting outdoor recreational tourism for activities such as hiking, bicycling, kayaking, and canoeing; and developing and promoting events and activities related to the arts, local resources, and local businesses.
2. **Budgeting.** Recommend an annual budget to the Executive Board.
3. **Contracting.** Execute contracts on behalf of the CACVB; perform the duties of purchasing officer on behalf of the Executive Committee, subject to compliance with Albemarle County procurement ordinances and procedures. The Executive Director shall procure all goods and services in compliance with the County's procurement laws and procedures, or may delegate procurement responsibilities to the County's purchasing agent.
4. **Reports.** The Executive Director shall provide to the Executive Board any reports required by this Agreement or requested by the Executive Board.
5. **Distribute the Budget and Provide a Balance Sheet.** The Executive Director shall provide the CACVB's adopted annual budget to the County and the City and a balance sheet showing the CACVB's revenues and expenditures for the prior fiscal year and the fund balance, if any, from the prior fiscal year. The budget and the balance sheet shall be provided by December 31 each year.
6. **Employees.** The Executive Director shall recruit, hire, and manage persons to be employed to perform services for the CACVB, subject to Section 8 of this Agreement.

4. **Funding the CACVB.**

The CACVB shall be funded as follows:

- A. **Funding Cycle.** The County and the City agree to fund the activities and responsibilities of the CACVB during each Fiscal Year (July 1 through June 30 of each calendar year) in which this Agreement remains in effect, beginning with the Parties' Fiscal Year 2019.
- B. **Funding Levels.** Subject to Subsection 4(F), the County and the City shall provide funding for the CACVB in each Fiscal Year in an amount equal to 30 percent of its Transient Occupancy Tax revenues collected by it in the most recent Fiscal Year ("Actuals"). This specified percentage and obligation is based on, and specifically limited to, a Transient Occupancy Tax of five percent in each locality. If either the County or the City enacts a Transient Occupancy Tax greater than five percent, that Party's funding obligation under the formula in this subsection is not changed by the increase in the tax rate for the Transient Occupancy Tax.



- C. **Payments to the Fiscal Agent.** Annual funding provided pursuant to Subsection 4(B) shall be delivered by the Party that is not the Fiscal Agent to the Party that is the Fiscal Agent in equal quarterly payments, payable on July 1, October 1, January 1, and April 1 each year, due upon receipt of an invoice from the Fiscal Agent.
- D. **Budget.** The budget prepared and recommended by the Executive Director shall be presented to the Executive Board, and the recommended budget shall use the Actuals provided by the County and the City and referenced in Subsection 4(B), and any other revenue sources. Following receipt of a recommended budget from the Executive Director, the Executive Board shall take action to approve an annual budget, no later than May 1 each calendar year.
- E. **Documenting Costs.** All costs incurred and expenditures made by the CACVB in the performance of its obligations under this Agreement shall be supported by payrolls, time records, invoices, purchase orders, contracts, or vouchers, and other documentation satisfactory to the County and the City, evidencing in proper detail the nature and propriety of the costs. Records shall be maintained in accordance with Virginia law. Upon request by either the County or the City, the Executive Director shall allow City or County officials to inspect the documentation and records pertaining in whole or in part to this Agreement, or the Executive Director may, if acceptable to the requesting party, provide reports summarizing information within CACVB's records.
- F. **Appropriations.** Notwithstanding any other provisions of this Agreement, the County's and the City's obligation to fund the CACVB is expressly contingent upon the availability of public funds derived from Transient Occupancy Tax revenues and the annual appropriations of those funds thereof by the Parties. The City's appropriations of funds for the promotion and advertisement of the City are and shall be further subject to the provisions of Section 21 of the City's Charter.
5. **Permitted and Prohibited Uses of Funds, Goods, and Services by the CACVB.**
- The CACVB shall expend revenues and use its funds, goods, and services only as follows:
- A. **Purposes for Which Tax Revenues May be Spent.** Revenues appropriated by the County and the City to the CACVB shall be expended only for the purposes for which their respective Transient Occupancy Tax revenues may be spent, as may be governed by state enabling legislation, the City's charter, and local ordinances.
- B. **Prohibited Use of Funds, Goods, and Services for Political Purposes.** The CACVB shall not expend its funds, use its materials or property, or provide services, either directly or indirectly, for any partisan political activity, to further the election of, or to defeat, any candidate for public office.
6. **Duration of this Agreement; Termination.**
- This Agreement shall be effective on July 1, 2018 and remain in effect until it is terminated by the Parties, or either of them, as follows:
- A. **Termination by One Party.** Either the County or the City may terminate this Agreement by giving at least six months' written notice to the other Party.
- B. **Termination by Mutual Agreement.** The County and the City may mutually agree to terminate this Agreement under any terms and conditions they agree to.
- C. **Termination by Non-appropriation.** If either the County or the City fails to appropriate funds in the amount required to support its obligations under this Agreement for a subsequent fiscal year, then this Agreement shall automatically terminate at the end of the then-current fiscal year.
7. **Performance.**
- The performance of the CACVB shall be measured as follows:

- A. **Until New Performance Measures and Performance Indicators are Adopted.** From July 1, 2018, until the Executive Board adopts new performance measures and performance indicators, the CACVB shall:
1. **Return on Investment.** Meet a return on investment ratio of 7:1 annually that is based on seven dollars of total direct visitor expenditures for every one dollar of funding provided to the CACVB by the County and the City pursuant to the formula in Attachment A.
  2. **Performance Measures.** Measure performance using the specific measures in Attachment A.
  3. **Performance Indicators.** Track the performance indicators identified in Attachment A.
- B. **Adopted Performance Measures and Performance Indicators.** When the Executive Board adopts a new required return on investment, new performance measures, and new requirements to track performance indicators, the CACVB shall meet and perform those new measures and requirements.
- C. **Audits.** The County and the City may, at their option, request an independent audit of the CACVB's books and records. The cost of the audit shall be shared equally by the County and the City.

8. **Fiscal Agent Designation; Services.**

The County and the City will provide the following fiscal services for the CACVB:

- A. **Fiscal Agent.** The City will continue to serve as Fiscal Agent for the CACVB through December 31, 2018. Effective January 1, 2019, the County shall serve as Fiscal Agent for the CACVB. The Fiscal Agent shall be entitled to a fee of two percent of the Actuals referenced in Section 4(B) as compensation for acting as Fiscal Agent. This fee may be deducted from the Fiscal Agent's funding contribution pursuant to Section 4 each year.
- B. **Insurance.** The County will provide liability insurance coverage to the CACVB.
- C. **Legal Services.** The City Attorney will continue to provide legal services to the CACVB through December 31, 2018. Commencing on January 1, 2019, the County Attorney shall provide legal services to the CACVB, provided that representation does not create a conflict of interest under any rules of professional responsibility or other ethical rules of conduct. In the event any such conflict arises, the County Attorney shall so advise the Executive Board, so that the Executive Board may make necessary arrangements to obtain legal services. If the County Attorney anticipates any such conflict(s), he shall advise the Executive Board prior to January 1, 2019.
- D. **Other Services.** The County shall act as the CACVB's accounting and disbursing office; provide personnel administration services; maintain personnel and payroll records; provide information technology services; provide procurement services and maintain purchasing accounts and monthly statements; and contract for annual audits. Personnel administration shall include the matters referenced in paragraph E, following below.
- E. **Personnel Administration.** The employment of the Executive Director and any other persons hired to perform services for the CACVB are subject to the following:
1. **County Employees.** Any Executive Director or other person hired on or after July 1, 2018 to perform services for the CACVB shall be hired as an employee within the County's personnel and payroll systems.
  - a. **Transition of Employees Hired Prior to July 1, 2018.** Effective January 1, 2019, or as soon thereafter as the County and the City have created and funded an Employee Transition Plan, any person who was hired prior to July 1, 2018 to perform services for the CACVB

shall be transitioned to become an employee of the County and shall be classified within the County's pay system and shall be paid in accordance with the County's payroll system and policies and its personnel policies. Until January 1, 2019, all such employees shall remain within the City's personnel/payroll system.

- b. **Pay and Benefits for Transitioning Employees.** Within their Employee Transition Plan, the City and the County shall provide benefits and funding, as necessary to assure, to the fullest extent practicable, that no employee will lose pay or retirement benefits as a result of making the transition from City to County employment. With respect to retirement benefits, it is the intention of the Parties to keep each person transitioning from City to County employment whole, and to ensure that they neither lose retirement credit for time employed nor monetary contributions made to the City's retirement plan.

2. **Duty Owed to Both the County and the City.** The Executive Director and any other persons hired to perform services for the CACVB owe a duty of good faith and trust to the CACVB itself as well as to both the County and the City as the localities which provide public funding for the CACVB.

- F. **Sooner Transfer of Fiscal Agency.** Notwithstanding the January 1, 2019 date for fiscal agency to transfer from the City to the County as provided in this section, fiscal agency may transfer sooner if the County and the City have created and funded the Employee Transition Plan as provided in subsections 8(E)(1)(a) and (b) and the County and the City are otherwise prepared for fiscal agency to transfer.

## 9. **Disposition of Property Upon Termination or Partial Termination.**

Upon the expiration or earlier termination of this Agreement, all personal property of the CACVB shall be and remain the joint property of the County and the City for disposition, and the proceeds of disposition shall be pro-rated between the County and the City in accordance with the ratio of the amounts provided by each of them to the CACVB: (i) as capital contributions since 1979; and (ii) as contributions of operating funds during the 10 years preceding the date of termination, as compared with the aggregated contributions of the County and the City during that same 10-year period.

## 10. **Liability.**

Any liability for damages to third parties arising out of or in connection with the operations and activities of the CACVB and any persons employed to provide services for the CACVB shall be shared jointly by the County and the City, to the extent that any liability is not covered by funding within the CACVB's budget or liability insurance proceeds, and only to the extent that the County and the City may be held liable for damages under the laws of the Commonwealth of Virginia.

## 11. **Miscellaneous.**

- A. **Ownership of Materials; Copyright; Use.** Any materials, in any format, produced in whole or in part pursuant to this Agreement are subject to the following:

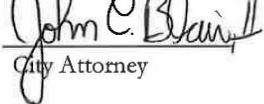
1. **Ownership.** The materials are jointly owned by the County and the City.
2. **Copyright.** The materials are copyrightable only by the County and the City. Neither the CACVB, the Executive Board, nor any of its members, the Executive Director, any CACVB employee, nor any other person or entity, within the United States or elsewhere, may copyright any materials, in any format, produced in whole or in part pursuant to this Agreement.

3. **Use.** The County and the City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared by or for the CACVB pursuant to this Agreement.
- B. **Amendments.** This Agreement may be amended in writing as mutually agreed by the County and the City.
- C. **Assignment.** The CACVB shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the County and the City.
- D. **Severability.** If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other part of this Agreement.
- E. **Entire Agreement.** This Agreement contains the entire agreement of the County and the City and supersedes any and all other prior or contemporaneous agreements or understandings, whether verbal or written, with respect to the matters that are the subject of this Agreement.
- F. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.
- G. **Approval Required.** This Agreement shall not become effective or binding upon the County and the City until it is approved by ordinances of the Charlottesville City Council and the Albemarle County Board of Supervisors.


IN WITNESS WHEREOF, and as authorized by duly adopted ordinances of the Albemarle County Board of Supervisors and the Charlottesville City Council, the County and the City each hereby execute this Agreement as of the date first above written, by and through their respective authorized agents or officials:

**CITY OF CHARLOTTESVILLE, VIRGINIA**

By:   
City Manager

Approved as to Form:   
City Attorney

**COUNTY OF ALBEMARLE, VIRGINIA**

By:   
County Executive

Approved as to Form:   
County Attorney

## Attachment A

### A. Services

The CACVB shall perform the following services for the benefit of the County and the City in a satisfactory and proper manner, as they determine:

1. **Meeting Booking and Sales.** The CACVB shall respond to inquiries, provide information to the public, and as part of its convention marketing efforts, shall aggressively promote the bookings and sales of sites within the City and the County for regional, national, and international conventions, trade shows, and corporate meetings.
2. **Convention Services.** The CACVB shall provide customary convention services to those clients who have booked their convention or meeting through the CACVB. All other conventions or meetings will be serviced on an availability basis. The particular services to be provided depend upon the agreement between the CACVB and the meeting planner at the time of booking and other requests, which may be made in the course of servicing the convention or meeting. Customary convention services may include but are not limited to the following:
  - a. Assistance in promoting attendance.
  - b. Visitors guides and appropriate literature.
  - c. Shuttle bus coordination.
  - d. Attraction and itinerary scheduling.
  - e. Dining and restaurant scheduling.
  - f. Bonded registration.
  - g. Tourism information tables.
3. **Tourism.** The CACVB shall promote tourism within the County and the City. Strategies may include but are not limited to: visitor information services; attendance at industry and travel/trade, consumer, planner, hotel and attraction conferences and meetings; and responses to phone inquiries, advertising, public relations, promotions, and packaging. The CACVB will oversee the operation and maintenance of at least one visitor center within the City and at least one visitor center in the County.
4. **Reports.** The CACVB shall advise the County and the City advised of its activities and accomplishments, and shall deliver the following reports:
  - a. The CACVB shall provide to the Parties an annual marketing/operational plan ("Marketing Plan") submitted annually on or before December 31 each year, which includes at a minimum: situation analysis, measurable expected outcomes, data driven rationale for strategies, and budget reflecting strategies.
  - b. The CACVB shall provide to the Parties quarterly reports of the following: (i) program performance, including a comparison of the CACVB's performance during the quarter with the performance goals set forth in sections B, C and D; and (ii) tracking report of the performance measures listed in section C; and (iii) an expenditures report, accounting for dollars spent for marketing, promotion, publicity, and advertisement, shown by category. The quarterly performance reports shall be submitted to the Parties within 30 days after the end of each quarter that this Agreement is in effect.
  - c. On or before September 1 each year, the CACVB shall provide to the Parties an annual report of the outcome of the contract performance measures for the previous year. The Parties will review the annual

report no later than October 1 and determine compliance with the return on investment. The Parties will provide these findings to the CACVB.

- d. When requested by either or both Parties, the CACVB shall provide statements, records, reports, data, and any other information, pertaining to matters covered by this Agreement.

## B. Calculating "Direct Visitor Expenditures"

The term "direct visitor expenditures" shall refer to the following sum:

### Group room revenue

$[(\text{Group Room Nights Booked}) \times (\text{ADR}^*)]$

plus

$[(\# \text{ of delegates/visitors}) \times (\# \text{ days spent in City/County}) \times (\text{ADE}^{**})]$

\$ \_\_\_\_\_

### Leisure inquiries (consumer and trade)

$[(\text{room nights generated}) \times (\text{ADR}^*)]$

plus

$(\# \text{ of visitors}) \times (\# \text{ days spent in City/County}) \times (\text{ADE}^{**})]$

\$ \_\_\_\_\_

### Direct Visitor Expenditures

\$ \_\_\_\_\_

### Off Season Adjustment

Add 20% to direct expenditures in off-season (off-season shall be November, December, January and February of each year).

\$ \_\_\_\_\_

### Total Direct Visitor Expenditures

\$ \_\_\_\_\_

\*ADR = Average Daily Rate (calculated annually by CACVB based on research)

\*\*ADE = Average Daily Expenditure (excluding room rate) (calculated annually by CACVB, based on research, excluding room rate)

## C. Performance Measures

Performance Measures shall be utilized to indicate the performance of the CACVB. These measures will be used to calculate the total economic expenditure for inclusion in the formula set forth within paragraph A, above:

Performance Measures	Tracking Mechanisms	Target
1. ROI (total direct expenditures ÷ \$ invested)	ROI Formula	7:1
2. Room nights booked for meeting groups	CACVB tracking, Through Sales Department Software programs	Determined by CACVB via marketing plan  Supported by research/rationale
3. Group tour definite bookings	CACVB tracking	Determined by CACVB via marketing plan  Supported by research/rationale
4. Leisure inquiries converted (consumer and trade)	Conversion Analysis	
5. Destination awareness (trade and consumer)	Contract with outside resource	
6. Coop Resources Raised (in kind, marketing, alliances)	CACVB tracking	Equal to 25% of total marketing budget
7. Media Coverage (scope, demographics, reach)	Clipping Service	Determined by CACVB

8. Overhead expenditures*	CACVB budget	Reduce by 5% annually toward goal of <30% of total budget
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*\*calculations include Finance and Administrative divisions plus support costs for the Executive division*

#### **D. Performance Indicators**

CACVB will track certain performance indicators to monitor the performance of the local tourism industry, using the method described below.

<b>Performance Indicators</b>	<b>Tracking Mechanisms</b>
1. Economic Impact of Tourism (Annual basis)	Visitor Profile and VTC Statistics
2. Transient Occupancy Tax Collections	City and County Records
3. Occupancy	Smith Travel Research Reports
4. ADR	Smith Travel Research Reports
5. Length of Stay (Annual basis)	Visitor Profile
6. Per-Person expenditure (Annual basis)	Visitor Profile
7. Attraction Attendance	Compilation from Industry Records