

ACTIONS		
Board of Supervisors Meeting of May 5, 2021		
		May 6, 2021
AGENDA ITEM/ACTION	ASSIGNMENT	VIDEO
<p>1. Call to Order.</p> <ul style="list-style-type: none"> Meeting was called to order at 1:00 p.m. by the Chair, Mr. Gallaway. All BOS members were present. Also present were Jeff Richardson, Greg Kamptner, Claudette Borgersen and Travis Morris. 		Link to video
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED final agenda. 		
<p>5. Brief Announcements by Board Members.</p> <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> Pointed out that Dr. Denise Bonds, Director of the Blue Ridge Health Department, announced on Monday that Albemarle County leads the state in the percentage of the population with at least one COVID-19 vaccination at 58%. Mentioned that Albemarle County Public School Division is planning for five-day-a-week in-person instruction for all students next year, and offering virtual instruction for elementary, middle, and high school for those students who might choose it. She noted that the school division will be hiring an all-virtual school principal and staff, creating a virtual learning school. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Mentioned that there was an article in the Bay Journal about salamanders and vernal pools and that anyone who wanted a link to the article could contact the Clerk to the Board. Commented that American Legion Post 74 and the Peregoy family have been working to correct the spelling of Technical Sergeant Peregoy's marker in the City and the street name. County applications have been made to the state and Senator Kaine's office, but so far have failed because all the personnel data from World War II was burned in a storage fire 50 years ago. Read statements regarding General Alexander Archer Vandegrift and Technical Sergeant Frank D. Peregoy and commented that efforts were underway to install two plaques at the County Office Building Veterans Memorial to honor these two local Medal of Honor recipients. Corrected her announcement from the previous week about the Crozet Spring Arts & Crafts Festival noting that instead of 36 years, it is 41 years old. <p><u>Bea LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> Commented on the American Cemetery in France, which has one soldier buried there who was from this area, noting that it is 		

<p>beautiful, well-preserved and the most honorific cemetery she has been to.</p> <ul style="list-style-type: none"> Announced that so far thousands of milkweed seeds for the monarch butterflies have planted at Darden Towe Park and will be planting again at Darden Towe Park at the Lewis & Clark Center on Saturday, May 8 with the Boy Scouts. <p><u>Liz Palmer:</u></p> <ul style="list-style-type: none"> Announced the Ivy Materials Utilization Center (MUC) bulky waste amnesty days as follows: May 8, furniture and mattresses; May 15, appliances; May 22nd tires. 		
<p>6. Proclamations and Recognitions.</p> <p>a. Resolution Recognizing A. Wade Woolfrey, Jr., Retired Colonel, U.S. Army.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED resolution and presented to Ret. Col. Wade Woolfrey. <p>b. Resolution of Recognition and Appreciation for Randolph Rinehart.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED resolution and presented to Randy Rinehart. <p>c. Proclamation Declaring May as Community Action Month.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED proclamation and presented to Juliana Arsali, MACAA Board member. <p>d. Proclamation Celebrating Jewish American Heritage Month.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED proclamation and presented to Dr. Phyllis Leffler, Professor Emerita at the Corcoran Department of History at UVA. 	<p>(Attachment 1)</p> <p>(Attachment 2)</p> <p>(Attachment 3)</p> <p>(Attachment 4)</p>	
<p>7. From the Public: Matters Not Listed for Public Hearing on the Agenda or on Matters Previously Considered by the Board or Matters that are Pending Before the Board.</p> <ul style="list-style-type: none"> <u>Gary Grant</u>, Rio District, commented on the 2020 community survey as it relates to taxes. <u>Sid Patel</u>, Rio District, addressed the Board concerning consent agenda item #8.1 Resolution of Interest in Participating in Regional Cigarette Tax Administration Board. 		
<p>8.1 Resolution of Interest in Participating in Regional Cigarette Tax Administration Board.</p> <ul style="list-style-type: none"> ADOPTED resolution. 	<p><u>Clerk:</u> Forward copy of signed resolution to Finance and Budget and County Attorney's office. (Attachment 5)</p>	
<p>8.2 SE202100012 Boys & Girls Club Critical Slopes Waiver.</p> <ul style="list-style-type: none"> ADOPTED, resolution to approve the special exception request. 	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 6)</p>	
<p>9. Approval of Calendar Year 2021 Tax Rates and Adoption of the Fiscal Year 2022 Operating and Capital Budget.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED Resolution to Set Calendar Year 2021 Tax Rates. By a vote of 6:0, ADOPTED FY 22 Budget Resolution approving the FY 22 Budget as 	<p><u>Clerk:</u> Forward copies of signed resolutions to Finance and Budget and County Attorney's office. (Attachments 7-8)</p>	

	recommended by the County Executive and amended by the Board of Supervisors.	
10.	Work Session: Private Streets Overview. • Held.	<u>Community Development:</u> Proceed as discussed.
	Recess. The Board recessed at 3:25 p.m., and reconvened at 3:41 p.m.	
11.	Work Session: Community Development Fiscal Year 2022 Work Program. • Held.	<u>Jodie Filardo:</u> Proceed as discussed.
12.	Closed Meeting. • At 5:00 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia: • Under Subsection (1), to discuss and consider appointments to the Board of Equalization, the Jefferson Area Board for Aging Advisory Council, and the Historic Preservation Committee; and • Under Subsection (3), to discuss and consider the disposition of properties in the Rio and Rivanna Magisterial Districts where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Board.	
13.	Certified Closed Meeting. • At 6:00 p.m., the Board reconvened into open meeting and certified the closed meeting.	
14.	Boards and Commissions. a. Vacancies and Appointments. • REAPPOINTED , Mr. William Cromwell to the Equalization Board as the Scottsville District representative with said term to expire December 31, 2021. • APPOINTED , Mr. Pete Cypre to the Historic Preservation Committee with said term to expire June 4, 2023. • REAPPOINTED , Ms. Waltine Eubanks to the Jefferson Area Board for Aging (JABA) Advisory Council with said term to expire May 31, 2023.	<u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.
15.	From the Public: Matters Not Listed for Public Hearing on the Agenda or on Matters Previously Considered by the Board or Matters that are Pending Before the Board. • There were none.	
16.	Action Item: Emergency Ordinance to Amend Ordinance No. 21-E(1), An Emergency Ordinance to Prevent the Spread of the Novel Coronavirus, SARS-CoV-2, and the Disease it Causes, Commonly Referred to as COVID-19. • By a vote of 6:0, ADOPTED emergency ordinance.	<u>Clerk:</u> Forward copy of signed ordinance to County Executive, CAPE and County Attorney's office. (Attachment 9)
17.	<u>Pb. Hrg.: FY 2021 Budget Amendment and Appropriations.</u> • By a vote of 6:0, ADOPTED Resolution to approve the appropriations #2021062, #2021063, #2021064, #2021065, #2021066, #2021067, #2021068, #2021069, #2021070, and #2021071 for local government and school projects and programs.	<u>Clerk:</u> Forward copy of signed resolution to Budget and Finance and County Attorney's office. (Attachment 10)

18.	<p><u>Pb. Hrg.: Proposed Amendments to the Field School's Lease of Outdoor Space at the Old Crozet Elementary School.</u></p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED resolution approving proposed amendments to the Field School's lease of outdoor space at the Old Crozet Elementary School. 	<p><u>Clerk:</u> Forward copy of signed resolution to FES and County Attorney's office. (Attachment 11)</p> <p><u>County Attorney:</u> Provide clerk with copy of fully executed lease. (Attachment 12)</p>	
21.	<p><u>Pb. Hrg.: Crozet Sports Community Foundation Lease for a Portion of the Crozet Library.</u></p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED resolution approving a lease with the Crozet Sports Community Foundation for a portion of the Crozet Library and authorizing the County Executive to execute a lease in a form acceptable to the County Attorney. 	<p><u>Clerk:</u> Forward copy of signed resolution to FES and County Attorney's office. (Attachment 13)</p> <p><u>County Attorney:</u> Provide clerk with copy of fully executed lease. (Attachment 14)</p>	
22.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda. <u>Donna Price:</u></p> <ul style="list-style-type: none"> Commented that the Albemarle County community members have been supportive of the efforts of County staff, the ambassador program, the IMT, and the Blue Ridge Health District and that is why the community is in as good shape (pertaining to the COVID-19 pandemic). <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> Encouraged those who had not received their vaccination to do so. 		
23.	<p>From the County Executive: Report on Matters Not Listed on the Agenda. <u>Jeff Richardson:</u></p> <ul style="list-style-type: none"> There were none. 		
24.	<p>Adjourn to May 19, 2021, 1:00 p.m., electronic meeting pursuant to Ordinance No. 20-A(16).</p> <ul style="list-style-type: none"> The meeting was adjourned at 6:45 p.m. 		

ckb/tom

Attachment 1 – Resolution Recognizing A. Wade Woolfrey, Jr.

Attachment 2 – Resolution of Recognition and Appreciation Randolph Rinehart

Attachment 3 – Proclamation – Community Action Month

Attachment 4 – Proclamation Celebrating Jewish American Heritage Month

Attachment 5 – Resolution of Interest – in participating in regional cigarette tax administration

Attachment 6 – Resolution to Approve Special Exception for SE 2021-00012 Boys & Girls Club Driver's Education

Attachment 7 – Resolution to Set Calendar Year 2021

Attachment 8 – FY 2022 Budget Resolution

Attachment 9 – Ordinance No. 21-E(2)

Attachment 10 – Resolution to Approve Additional FY 2021 Appropriations

Attachment 11 – Resolution to Approve an Amended Lease with the Field School

Attachment 12 – Eighth Amended Lease (Field School)

Attachment 13 – Resolution Approving Lease Agreement Between County and the Crozet Sports Community Foundation

Attachment 14 – Lease Agreement Between the County of Albemarle and the Crozet Sports Community Foundation

Resolution Recognizing A. Wade Woolfrey, Jr.

WHEREAS, A. Wade Woolfrey, Jr. served our Country with distinction for 27 years, retiring from active duty at the rank of Colonel in the U.S. Army; and

WHEREAS, A. Wade Woolfrey, Jr. has served an additional 14 years culminating as a Civilian Senior Executive in support of the Army at the U. S. Army National Ground Intelligence Center (NGIC) in Albemarle County since 2007, becoming a Defense Intelligence Senior Level member in November 2009, and retiring from service as the Senior Advisor for Enterprise Operations to the Commander; and

WHEREAS, A. Wade Woolfrey, Jr. was instrumental in the approval and construction of the Child Development Center, and the Remote Delivery Facility on Rivanna Station and, most recently, in obtaining military construction funding for the design and procurement of an 80,800 SF addition and multi-level 150,000 SF parking garage at NGIC, which is currently scheduled to break ground in late 2021; and

WHEREAS, A. Wade Woolfrey, Jr. has been instrumental in supporting Rivanna Station and the Army at NGIC, and its critical operations to the Nation's Defense. He served as a key liaison with the Defense Affairs Committee and the Albemarle County Executive's Office in establishing key regional relationships to further support the mission, soldiers and civilians working at Rivanna Station.

NOW, THEREFORE, BE IT RESOLVED, that we the Albemarle County Board of Supervisors do hereby honor and commend A. Wade Woolfrey, Jr. for his years of service to our Country and to the residents of Albemarle County.

Signed this 5th day of May 2021.

Resolution of Recognition and Appreciation

RANDOLPH RINEHART

WHEREAS, Randolph Rinehart was appointed to the Albemarle County Board of Zoning Appeals (BZA) on January 14, 2000 and attended his first meeting as a BZA member on March 7, 2000 serving Albemarle County with distinction for 21 years as a member of the Albemarle County BZA holding the office of Secretary to the Board of Zoning Appeals for 13 of those years, and

WHEREAS, Randolph Rinehart has been a dedicated member committed to the mission of the BZA and that of Albemarle County desiring only to give back to that county that he loves and to serve a purpose for the community, and

WHEREAS, Randolph Rinehart has been a positive force on the BZA using gentle words to make powerful points, demonstrating a keen aptitude for redirecting conversation to key issues in a responsible and appropriate manner, providing insight and thoughtful consideration to each case that has come before him, displaying kindness and respect in his collaboration with fellow members, county staff, and members of the public, and

WHEREAS, we, as members of the Albemarle County Board of Supervisors wish to extend our utmost appreciation for the invaluable experience, leadership, professionalism, and insight that Randolph Rinehart has contributed which has been beneficial to the citizens and staff of Albemarle County, and

WHEREAS, the Albemarle County Board of Supervisors wishes to extend our sincere best wishes for every happiness in the future to Randolph Rinehart whose term of service will expire on May 22, 2021,

NOW THEREFORE BE IT RESOLVED that the Albemarle County Board of Supervisors recognizes and appreciates the service of

Randolph Rinehart

- **21 years of service on the Board of Zoning Appeals 2000 - 2021**
- **13 years as the Secretary of the Board of Zoning Appeals 2006 - 2019**

and wishes him well in all future endeavors, and do hereby offer honor and commendation.

Signed this 5th day of May 2021.

**PROCLAMATION
COMMUNITY ACTION MONTH**

- WHEREAS,** Community Action connects individuals and families to approaches that help them succeed and promotes community-wide solutions to challenges throughout our cities, suburbs, and rural areas; and
- WHEREAS,** Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities, which in turn promotes self-sufficiency, ensuring that all Albemarle County residents can live in dignity; and
- WHEREAS,** Community Action connects hundreds of children and families in Albemarle County to greater opportunity, transforming their lives and making our communities, and our nation, stronger; and
- WHEREAS,** Community Action serves the low-income population of Albemarle County in its rural, suburban, and urban communities, offering life-changing services that create pathways to prosperity by connecting families to job training, affordable housing, early childhood learning, childcare and afterschool college prep programs for teenagers; and
- WHEREAS,** Community Action will continue to implement innovative programs that create a greater chance at success for everyone, will continue to focus on a broader range of community challenges to ignite economic growth and ensure all families can benefit and will continue to be a voice for the disenfranchised.

NOW, THEREFORE BE IT PROCLAIMED that we, the Albemarle County Board of Supervisors, do hereby declare the month of May 2021 as

COMMUNITY ACTION MONTH

in recognition of the hard work and dedication of all Monticello Area Community Action Agency.

Signed this 5th day of May 2021.

Proclamation Celebrating Jewish American Heritage Month

- WHEREAS,** Jewish American Heritage Month, recognized in May, is a time for celebrating the history, contributions, and cultures of the diverse population of Jewish Americans; and
- WHEREAS,** the first Jewish family to settle in Albemarle County arrived in 1757 and the Jewish community have played an important role in shaping, advancing, and enriching the fabric of Albemarle County ever since; and
- WHEREAS,** Jewish Americans, due to their own long history of persecution, have often found common cause with movements working to expand civil rights, liberty, and human dignity for all, including the Civil Rights Movement, as well as movements in support of women's rights, the rights of farmworkers, the disabled, and LGBTQIA Americans, and others; and
- WHEREAS,** the early history of Jewish Americans in Albemarle County sheds light on the community's commitment to tolerance and racial equality through the example of the long-term common law marriage of David Isaacs, a Jewish businessman, and Nancy West, a "mulatto" woman and a skilled businesswoman, during the 18th century; and
- WHEREAS,** the Jewish American experience has always been held together by the forces of hope, resilience, and striving for a better tomorrow.
- NOW, THEREFORE, BE IT PROCLAIMED,** that we, the Albemarle County Board of Supervisors, honor and celebrate Jewish American Heritage Month and renew our dedication to the work of building a fully inclusive tomorrow -- one where a great diversity of origins is not only accepted, but also celebrated -- here at home and around the world.

Signed this 5th day of May 2021.

**RESOLUTION OF INTEREST
in participating in regional cigarette tax administration**

WHEREAS, the 2020 General Assembly approved, and the governor signed into law, legislation that allows Virginia counties to enact a local cigarette tax of up to 40 cents per pack, effective July 1, 2021; and

WHEREAS, [SB 1326](#), adopted by the 2021 General Assembly and signed into law by the governor, encourages local cigarette stamping and tax collection through regional cigarette tax boards; and

WHEREAS, the bill defines a "regional cigarette tax board" as one established by a group of at least six member localities, pursuant to their authority under the joint exercise of powers (§ [15.2-1300](#) et seq.) and Regional Cooperation Act (§ [15.2-4200](#) et seq.) provisions of the *Code of Virginia*; and

WHEREAS, the Thomas Jefferson Planning District Commission (TJPDC) was duly established in 1972 pursuant to the *Code of Virginia*; and

WHEREAS, a key part of the mission of the TJPDC is to lead development of solutions for the region's critical issues by helping member governments identify such issues and finding collaborative approaches to address them; and

WHEREAS, the TJPDC staff, in discussion with its member localities, has been examining how a regional cigarette tax board could function in the broader Central Virginia region; and

WHEREAS, the establishment of a regional cigarette tax board would promote the uniform administration of local cigarette taxes throughout the region for those localities desiring to participate in such a board.

NOW, THEREFORE, BE IT RESOLVED, that the County of Albemarle's Board of Supervisors expresses its interest in participating in a regional cigarette tax board being pursued by the TJPDC.

BE IT FURTHER RESOLVED that the County of Albemarle's Board of Supervisors authorizes the County Executive and County Staff to proceed with participating in discussions with the TJPDC and other localities in the broader region on the formation of a regional cigarette tax board.

BE IT FURTHER RESOLVED that any decision by the County of Albemarle to become a member of any regional cigarette tax board so established must be approved by the County of Albemarle Board of Supervisors.

**RESOLUTION TO APPROVE SPECIAL EXCEPTION
FOR SE 2021-00012 BOYS & GIRLS CLUB DRIVER'S EDUCATION**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-4.2.3(b), 18-4.2.5(a), and 18-33.49, the Albemarle County Board of Supervisors hereby finds that the special exception would not be detrimental to the public health, safety or welfare, to the orderly development of the area, or to adjacent properties; would not be contrary to sound engineering practices; and

- (a) strict application of the requirements of Albemarle County Code § 18-4.2 would not forward the purposes of Albemarle County Code chapter 18 or otherwise serve the public health, safety or welfare;
- (b) alternatives proposed by the developer or subdivider would satisfy the intent and purposes of Albemarle County Code § 18-4.2 to at least an equivalent degree;
- (c) due to the property's unusual size, topography, shape, location or other unusual conditions, excluding the proprietary interest of the developer or subdivider, prohibiting the disturbance of critical slopes would effectively prohibit or unreasonably restrict the use of the property or would result in significant degradation of the property or adjacent properties; and
- (d) granting the special exception would serve a public purpose of greater import than would be served by strict application of the regulations sought to be modified or waived.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the special exception to allow the disturbance of critical slopes associated with SDP202100011 Boys & Girls Club Driver's Education, subject to the condition attached hereto.

* * * * *

SE 202100012 Boys & Girls Club Driver's Education Condition

1. The disturbance of critical slopes must not exceed the "Critical Slope Area Disturbed by Project (±0.42 Acres)" shown in the Exhibit to the request entitled "Boys & Girls Club -- Driver's Education: Critical Slopes Waiver -- Special Exception Request," prepared by Timmons Group, dated February 10, 2021, and last revised April 7, 2021.

**RESOLUTION TO SET
CALENDAR YEAR 2021 TAX RATES**

BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia, does hereby set the County Levy for Calendar Year 2021 for general County purposes at:

- (1) Eighty-Five and Four-Tenths Cents (\$0.854) on every One Hundred Dollars for assessed value of real estate;
- (2) Eighty-Five and Four-Tenths Cents (\$0.854) on every One Hundred Dollars for assessed value of manufactured homes;
- (3) Eighty-Five and Four-Tenths Cents (\$0.854) on every One Hundred Dollars for assessed value of public service property;
- (4) Four Dollars and Twenty-Eight Cents (\$4.28) on every One Hundred Dollars for assessed value of personal property;
- (5) Four Dollars and Twenty-Eight Cents (\$4.28) on every One Hundred Dollars for assessed value of business personal property that is not classified as machinery and tools, merchants' capital, or short-term rental property, with an original cost of less than Five Hundred Dollars (\$500.00); and
- (6) Four Dollars and Twenty-Eight Cents (\$4.28) on every One Hundred Dollars for assessed value of machinery and tools; and

BE IT FURTHER RESOLVED that the Board of Supervisors orders the Chief Financial Officer of Albemarle County to assess and collect County taxes on all taxable property, including all taxable real estate and all taxable personal property.

**FY 2022
BUDGET RESOLUTION**

BE IT RESOLVED by the Board of Supervisors of Albemarle County, Virginia:

1) That the budget for the County for the Fiscal Year beginning July 1, 2021 is made up of the County Executive's Recommended Budget document and the amendments made by the Board of Supervisors.

2) That the budget for the County for the Fiscal Year beginning July 1, 2021 is summarized as follows:

General Fund	\$314,875,074
<u>Less Transfers to Other Funds</u>	<u>(179,222,904)</u>
Net General Government - General Fund	\$135,652,170
 School Fund	 \$209,881,628
<u>Less Transfer to Other Funds</u>	<u>(7,282,741)</u>
Net School Division - School Fund	\$202,598,887
 School Special Revenue Funds	 \$19,224,955
<u>Less Transfer to Other Funds</u>	<u>(27,475)</u>
Net School Division - Special Revenue Funds	\$19,197,480
 General Government - Other Funds	 \$31,652,411
<u>Less Transfer to Other Funds</u>	<u>(8,228,126)</u>
Net General Government - Other Funds	\$ 23,424,285
 Capital Projects Funds	
General Government CIP Fund	\$52,178,406
School Projects CIP Fund	16,935,576
Total Capital Projects Funds	\$69,113,982
 <u>Less Transfer to Other Funds</u>	<u>(12,112,155)</u>
Net Capital Projects Funds	\$ 57,001,827
 Debt Service Funds	
General Government Debt Service Fund	\$9,971,049
<u>School Division Debt Service Fund</u>	<u>18,331,729</u>
Total Debt Service Funds	\$28,302,778
 TOTAL COUNTY BUDGET	 \$466,177,427

3) That the budget for the County for the Fiscal Year beginning July 1, 2021 as described in 1) and 2) above is approved.

EMERGENCY ORDINANCE NO. 21-E(2)**EMERGENCY ORDINANCE TO AMEND EMERGENCY ORDINANCE NO. 21-E(1)**

AN EMERGENCY ORDINANCE TO AMEND EMERGENCY ORDINANCE NO. 21-E(1), AN ORDINANCE TO PREVENT THE SPREAD OF THE NOVEL CORONAVIRUS, SARS-CoV-2, AND THE DISEASE IT CAUSES, COMMONLY REFERRED TO AS COVID-19

WHEREAS, on March 11, 2020, the World Health Organization declared the outbreak of the novel coronavirus, SARS-CoV-2, and the disease it causes, commonly referred to as COVID-19, a pandemic (for reference in this Ordinance, this virus and the disease that it causes are referred to as “COVID-19”); and

WHEREAS, on March 12, 2020, the County Executive, acting as the Director of Emergency Management, declared a local emergency because of the COVID-19 pandemic pursuant to his authority under Virginia Code § 44-146.21, and this declaration was confirmed by the Board of Supervisors on March 17, 2020; and

WHEREAS, also on March 12, 2020, Governor Ralph S. Northam issued Executive Order Number Fifty-One (“EO 51”) declaring a state of emergency for the Commonwealth of Virginia because of the COVID-19 pandemic; EO 51 acknowledged the existence of a public health emergency arising from the COVID-19 pandemic and that it constitutes a “disaster” as defined by Virginia Code § 44-146.16 because of the public health threat presented by a communicable disease anticipated to spread; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency in response to the spread of COVID-19; and

WHEREAS, COVID-19 is extremely easy to transmit, can be transmitted by infected people who show no symptoms, and the population has not developed herd immunityⁱ, and in recent months several variants of COVID-19 now exist both globally, in the United States, and the Commonwealth of Virginia, including the variant identified as B.1.1.7, and which appear to be more contagious, resistant to certain medications, moderately reduce the effectiveness of antibodies generated by a previous COVID-19 infection or COVID-19 vaccine, or some combination thereofⁱⁱ; and

WHEREAS, these person-to-person, close contact, transmissions occur primarily through infected secretions such as saliva and respiratory secretions, or through their respiratory droplets, which are expelled when an infected person coughs, sneezes, talks or sings; and some outbreak reports related to indoor crowded spaces have suggested the possibility of aerosol transmission, combined with droplet transmission, for example, during choir practice, in food establishments, or in fitness classesⁱⁱⁱ; and

WHEREAS, COVID-19 spread is more likely when people are in close contact with one another (within about six feet), and by airborne transmission, which may be able to infect people who are further than six feet away from the person who is infected or after that person has left the space^{iv}; and

WHEREAS, the United States Centers for Disease Control and Prevention (“Centers for Disease Control”) caution that: (1) the more people a person interacts with at a gathering and the longer that interaction lasts, the higher the potential risk of becoming infected with COVID-19 and COVID-19 spreading; (2) the higher level of community transmission in the area that a gathering is being held, the higher the risk of COVID-19 spreading during the gathering; and (3) large in-person gatherings where it is difficult for persons to remain spaced at least six feet apart and attendees travel from outside the local area pose the highest risk of COVID-19 spreading^v; and

WHEREAS, the World Health Organization, the Centers for Disease Control, and the Virginia Department of Health have identified several behaviors and practices that are fundamental in controlling the spread of COVID-19 in the community: (1) wearing a cloth face covering when in public; (2) maintaining a separation of at least six feet between people (“social distancing” or “physical distancing”); (3) limiting the size of gatherings in public places; (4) limiting the duration of gatherings; (5) frequently washing hands; and (6) sanitizing frequently touched surfaces^{vi}; and

WHEREAS, the Centers for Disease Control state that cloth face coverings are strongly encouraged in settings where persons might raise their voice (e.g., shouting, chanting, singing)^{vii}; and

WHEREAS, the Centers for Disease Control advise, in restaurants: (1) wearing cloth face coverings when less than six feet apart from other people or indoors; (2) wearing face coverings as much as possible when not eating; (3) maintaining a proper social distancing if persons are sitting with others who do not live with the person; and (4) sitting outside when possible^{viii}; and

WHEREAS, for these and related reasons, the Virginia Department of Health has stated that those businesses that operate indoors and at higher capacity, where physical distancing “recommendations” are not observed, sharing objects is permitted, and persons are not wearing cloth face coverings, create higher risk for the transmission of COVID-19^{ix}; and

WHEREAS, since Governor Northam issued EO 51 on March 12, 2020, he has issued several more Executive Orders jointly with Orders of Public Health Emergency issued by M. Norman Oliver, MD, MA, State Health Commissioner, pertaining to COVID-19; and

WHEREAS, on December 10, 2020, Governor Northam issued Executive Order Number Seventy-Two (2020) and Order of Public Health Emergency Nine, Common Sense Surge Restrictions, Certain Temporary Restrictions Due to Novel Coronavirus (COVID-19) (collectively referred to as “EO 72”), which imposes further directions and restrictions, and it has since been amended, most recently on March 23, 2021; and

WHEREAS, on July 27, 2020, the Board of Supervisors adopted Ordinance No. 20-E(5), “An Emergency Ordinance to Prevent the Spread of the Novel Coronavirus, SARS-CoV-2, and the Disease it Causes, Commonly Referred to as COVID-19,” which became effective August 1, 2020, established regulations pertaining to: (1) the maximum indoor occupancy allowed at restaurants, farm wineries, limited breweries, and limited distilleries; (2) the maximum size of public and private gatherings; and (3) the requirement for persons to wear face coverings in public places; and

WHEREAS, the ordinance first adopted as Ordinance No. 20-E(5) has been amended as necessary as both emergency and non-emergency ordinances since its original adoption, most recently on January 6, 2021 (Ordinance No. 21-A(1)), and Ordinance No. 21-A(1) expires on April 7, 2021; and

WHEREAS, as of April 5, 2021, three COVID-19 vaccines have received emergency use authorization by the United States Food and Drug Administration^x, and there are treatments available for persons with COVID-19 in certain circumstances^{xi}; and

WHEREAS, as of April 5, 2021, the total number of persons in the United States fully vaccinated against COVID-19 is approximately 57.4 million, or approximately 17.5% of the population^{xii}; the total number of persons in Virginia fully vaccinated against COVID-19 is 1,520,918 or 17.86% of the population^{xiii}; and

WHEREAS, as of April 5, 2021, the COVID-19 case, hospitalization, and death rates are as follows: (1) in the United States, the seven-day average number of new daily cases is 136 per 100,000 persons^{xiv}; (2) in the Commonwealth of Virginia, the seven-day average number of daily cases is 16.2 per 100,000 persons, the seven-day average of new daily hospitalizations reported is 0.7 per 100,000 persons, and the seven-day average number of new daily deaths reported is 0.2 per 100,000 persons^{xv}; and (3) in Albemarle County, the seven-day average number of daily cases is 9.9 per 100,000 persons, the seven-day average of new daily hospitalizations reported is 0.7 per 100,000 persons, and the seven-day average number of new daily deaths reported is 0.1 per 100,000 persons^{xvi}; and

WHEREAS, in the past week in the Commonwealth of Virginia, new daily reported COVID-19 cases fell 8.4%, new daily reported COVID-19 hospitalizations rose 0.9%, and new daily reported COVID-19 deaths rose 53.8%^{xvii}; and

WHEREAS, despite national caseloads and warnings of a surge in COVID-19 cases resulting from the relaxation or complete lifting of COVID-19-related public health protocols^{xviii}, EO 72 describes itself as a slight easing of certain restrictions and cautions that “every Virginian must continue to practice measures that are proven to keep people safe: avoid gatherings with anyone outside your household, practice hand sanitation, maintain proper physical distance from others, stay home when possible, and wear masks while indoors and in public^{xix}; and

WHEREAS, the Blue Ridge Health District has stated that “current public health conditions are favorable for loosening the current mitigation strategies, and aligning with the changes in Executive Order 72”; and

WHEREAS, on April 7, the Board of Supervisors adopted Emergency Ordinance No. 21-E(1), An Emergency Ordinance to Prevent the Spread of the Novel Coronavirus, SARS-CoV-2, and the Disease it Causes, Commonly Referred to as COVID-19; and

WHEREAS, Governor Northam has since amended EO 72 twice, on April 21 and April 22, 2021 with the April 22 amendments having a delayed effective date of May 15, 2021.

NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors of the County of Albemarle, Virginia, that:

Sec. 1. Purpose

For the reasons stated in the recitals, the purpose of this Ordinance is to prevent the spread of COVID-19.

Sec. 2. Authority

This Ordinance is authorized by Virginia Code § 15.2-1200, which enables the County, through its Board of Supervisors, to adopt “necessary regulations to prevent the spread of contagious diseases among persons . . .” that “are not inconsistent with the general laws of the Commonwealth.” This Ordinance is adopted as an emergency ordinance pursuant to Virginia Code § 15.2-1427(F).

Sec. 3. Definitions

The following definitions apply to this ordinance:

- A. “Entertainment and amusement businesses” includes performing arts venues, concert venues, sports venues, convention centers, expos, movie theaters, museums, aquariums, fairs, carnivals, public and private social clubs, botanical gardens, entertainment centers, historic horse racing facilities, bowling alleys, skating rinks, arcades, trampoline parks, arts and craft facilities, escape rooms, amusement parks, zoos, and other places of indoor public amusement.
- B. “Face covering” means an item normally made of multiple layers of cloth or various other breathable materials that complies with the Centers for Disease Control’s recommendations for face coverings, with elastic bands or cloth ties to secure over the wearer’s nose and mouth in an effort to contain or reduce the spread of potentially infectious respiratory secretions at the source (*i.e.*, the person’s nose and mouth).
- C. “Family members” are all individuals residing in the same household or visiting such household pursuant to a child custody arrangement or order.
- D. “Farm winery” means an establishment that is required to be licensed as a farm winery under Virginia Code § 4.1-207.
- E. “Food establishment” means a food establishment as defined in 12VAC5-421-10 and the term includes, but is not limited to, any place where food is prepared for service to the public on or off the premises, or any place where food is served, including restaurants, lunchrooms, short order places, cafeterias, coffee shops, cafes, taverns, delicatessens, and dining accommodations of public or private clubs. For purposes of this Ordinance, “food establishment” does not include kitchen facilities of hospitals and nursing homes, dining accommodations of public and private schools and institutions of higher education, and kitchen areas of local correctional facilities subject to standards adopted under Virginia Code § 53.1-68.
- F. “Gathering” includes, but is not limited to, parties, celebrations, wedding receptions, or other social events, whether they occur indoors or outdoors. The following are not “gatherings”: (1) the gathering of family members who live in the same residence; (2) the presence of persons performing functions of their employment or assembled in an educational instructional setting; (3) the presence of persons in a particular location, such as a park or retail business, provided that those persons do not congregate; and (4) the presence of persons in shared spaces not expressly addressed in Section 5 but which may be subject to restrictions on the maximum size of gatherings in EO 72 or any state or federal law or order that are unique to that institution, business sector, facility, activity, or event.

- G. "Limited brewery" means an establishment that is required to be licensed as a limited brewery under Virginia Code § 4.1-208.
- H. "Limited distillery" means an establishment for which a limited distiller's license is required under Virginia Code § 4.1-206.
- I. "Parties" means an individual patron consuming food and/or beverages alone, or a group of patrons consuming food and/or beverages together.
- J. "Public place" means: (1) any indoor place shared by other persons, including, but not limited to, local government buildings, retail stores, food establishments, theaters, personal care and personal grooming services, and transportation facilities and vehicles other than a personal vehicle as well as waiting and congregating areas associated with boarding public transportation; or (2) any outdoor place shared by other persons who are not family members. "Public place" does not include a person's residence or personal vehicle. "Public place" also does not include institutions of higher education and other schools, fitness and other exercise facilities, religious institutions and places where religious rituals are conducted, areas under state or federal jurisdiction or control, indoor shooting ranges, and the County courthouse buildings, provided that they, and any other institutions, business sectors, and locations shared by other persons not expressly addressed in Section 6 may be subject to face covering requirements in EO 72 or any state or federal law or order that are unique to that institution, business sector, facility, activity, or event.

Sec. 4. Limitation on the Number of Persons at Food Establishments, Farm Wineries, Limited Breweries, and Limited Distilleries

- A. *Indoor occupancy.* All parties at food establishments, farm wineries, limited breweries, and limited distilleries must be separated by at least six feet, including in the bar area. Tables at which dining parties are seated must be positioned six feet apart from other tables. If tables are not movable, parties must be seated at least six feet apart, including in the bar area. All private bookings are limited to 100 people indoors and 250 people outdoors.
- B. *State requirements, recommendations, and guidance.* This section does not affect any requirement, recommendation, or guidance in EO 72 including, but not limited to, those requiring or recommending physical distancing and wearing face coverings, which are referred to in EO 72 as "masks," that apply to food establishments, farm wineries, limited breweries, and limited distilleries. This section also does not affect any Order of Public Health Emergency of the State Health Commissioner, any workplace safety regulations, or any other State or federal laws related to the COVID-19 pandemic.

Sec. 5. Limitation of the Number of Attendees at Gatherings and Certain Events and Activities

- A. *Generally.* All public and private in-person gatherings, as defined in Section 3(F), of more than 100 persons if they are indoors, or 250 persons if they are outdoors, are prohibited, except as provided in Sections 5(B) and (C).
- B. *Entertainment and amusement businesses.* At entertainment and amusement businesses, the total number of spectators indoors cannot exceed the lesser of 50 percent of the lowest occupancy load on the certificate of occupancy, if applicable, or 1000 persons. The total number of spectators for outdoor venues cannot exceed 50 percent of the lowest occupancy load on the certificate of occupancy. If no occupancy load has been determined, the total number of spectators may not exceed 50 percent of the resulting number when the square footage of the venue likely to be accessed by spectators is divided by 40 square feet per person. Private bookings at entertainment and amusement businesses may not exceed 100 persons if they are indoors, or 250 persons if they are outdoors.
- C. *Recreational sports.* The total number of attendees (either spectators, or spectators and participants, as stated below) at indoor and outdoor recreational sports activities are limited as follows:
 - 1. *Indoor sports.* For sports played indoors, the total number of spectators may not exceed the lesser of 50 percent of the occupancy load stated on the certificate of occupancy for the venue or 250 persons per field.

2. *Outdoor sports.* For sports played outdoors, the total number of spectators may not exceed the lesser of 50 percent of the occupancy load stated on the certificate of occupancy for the venue or 1000 persons per field.
 3. *Races or marathons until May 14, 2021.* For races or marathons until and including May 14, 2021, the total number of attendees (including participants and spectators) may not exceed 30 percent of the resulting number when the square footage of the venue likely to be accessed by persons is divided by 40 square feet per person, and with staggered starts separating runners into groups of 50 persons or less for indoor races, and into groups of 100 persons or less for outdoor races, such as cross country races or marathons where physical distancing of runners can be maintained.
 4. *Races or marathons on and after May 15, 2021.* For races or marathons on and after May 15, 2021, the total number of attendees (including participants and spectators) may not exceed 50 percent of the resulting number when the square footage of the venue likely to be accessed by persons is divided by 40 square feet per person, and with staggered starts separating runners into groups of 100 persons or less for indoor races, and into groups of 250 persons or less for outdoor races such as cross country races or marathons where physical distancing of runners can be maintained.
- D. *State requirements, recommendations, and guidance.* Sections 5(A), (B), and (C) incorporate the corresponding limitations in EO 72 on gathering sizes and persons attending certain events and activities in the County. However, this section does not affect any other applicable requirement, recommendation, or guidance in EO 72 including, but not limited to, those requiring or recommending physical distancing pertaining to entertainment and amusement businesses and recreational sports and wearing face coverings, which are referred to in EO 72 as “masks.” This section also does not affect any requirement, recommendation, or guidance pertaining to business sectors and other events and activities subject to EO 72, or as it may be further amended or superseded, any Order of Public Health Emergency of the State Health Commissioner, any workplace safety regulations, or any other State or federal laws related to the COVID-19 pandemic. This section also does not affect the exceptions in section I(D)(3) of EO 72.

Sec. 6. Face Coverings

- A. *Face coverings required.* Face coverings must be worn by all persons aged five years and older in public places, as defined in Section 3(J), except as provided in Sections 6(B) and (C).
- B. *Persons not required to wear face coverings.* Face coverings are not required to be worn by the following persons:
1. *Children.* Children four years of age or under.
 2. *Wearing face covering poses certain risks.* Persons for whom wearing a face covering poses a bona fide and substantial mental or physical health risk, such as persons who have trouble breathing, a health condition, or a disability. For this exception to apply: (i) the person must present a valid document from a physician or other health care practitioner licensed, accredited, or certified to perform specified health care services, including mental health services, consistent with state law, stating that wearing a face covering would be contrary to the person's health or safety, and the date on which the person may begin wearing a face covering again; and (ii) the public place must be unable to provide goods, services, or activities outdoors to the person or to the adult accompanying a child four years of age or under. This section does not require either the person or the physician or other health care practitioner to disclose the underlying health risk, health condition, or disability.
 3. *Certain employees.* On-duty employees exempt from wearing face coverings by workplace safety regulations promulgated by the State Safety and Health Codes Board or exempt from face covering rules established by an applicable Executive Order of the Governor or an Order of Public Health Emergency of the State Health Commissioner.
- C. *Circumstances when face coverings are not required to be worn by persons.* Face coverings are not required to be worn by persons in the following circumstances:
1. *Outdoor activities.* While a person is outdoors in a public place such as a parks and other open space, provided that at least six feet of physical distancing from any person who is not a family member defined in Section 3(C) is maintained.

2. *Eating or drinking.* While a person is eating food or drinking a beverage.
 3. *Exercising.* While a person is exercising or using exercise equipment.
 4. *Certain musical instruments.* While a person is playing a musical instrument, whether indoors or outdoors and in a rehearsal or during a performance, when wearing a face covering would inhibit playing the instrument, such as a wind instrument, if at least 10 feet of physical distancing can be maintained from other persons.
 5. *Incapacity.* Any person who has trouble breathing, or is unconscious, incapacitated, or otherwise unable to remove the mask without assistance.
 6. *Communicating with the hearing impaired.* While a person is communicating with the hearing impaired and for which the mouth must be visible.
 7. *Receiving services.* While a person is receiving governmental or medical services if removing the face covering is necessary to receive the services.
 8. *End of the waiver of Virginia Code § 18.2-422.* When the waiver of Virginia Code § 18.2-422, currently established in section II(F) of EO 72, or as it may be further amended or superseded, ends.
- D. *Responsibility of adults accompanying minors.* Adults accompanying minors should use their best judgment regarding placing face coverings on any minor between the ages of two through four in public places. Adults accompanying minors between the ages of five through 17 must use reasonable efforts to prompt the minor to wear face coverings while in public places.

Sec. 7. Effect of More Restrictive Executive Order or Order of Public Health Emergency

Section 4, 5, or 6 does not apply when a more restrictive requirement in an Executive Order of the Governor or an Order of Public Health Emergency of the State Health Commissioner is in effect.

Sec. 8. Penalties

- A. *Penalty for violation of Section 4.* A violation of Section 4 by the owner of the food establishment, farm winery, limited brewery, or limited distillery, and any manager or assistant manager, however titled, responsible for the operation and management of the food establishment, farm winery, limited brewery, or limited distillery on the date of the violation, is punishable as a Class 3 misdemeanor. Violations of the requirements of EO 72 referenced in Section 4(B) are enforced pursuant to EO 72 rather than this Ordinance.
- B. *Penalty for violation of Section 5.* A violation of Section 5 by the owner or tenant of the private property on which the gathering is located, is punishable as a Class 1 misdemeanor. A violation of Section 5 by any person attending the gathering, after first being warned by a law enforcement officer to disperse from the gathering because it exceeds the limitation for a gathering and having failed to disperse after a reasonable period of time not to exceed two minutes, is punishable as a Class 1 misdemeanor. Violations of the requirements of EO 72 referenced in Section 5(D) are enforced pursuant to EO 72 rather than this Ordinance.
- C. *Penalty for violation of Section 6.* A violation of Section 6 by any person subject to its requirements is punishable as a Class 1 misdemeanor. No person under the age of 18 is subject to a criminal penalty for failing to wear a face covering.
- D. *Injunctive relief.* The County, the Board of Supervisors, and any County officer authorized by law, may seek to enjoin the continuing violation of any provision of this Ordinance by bringing a proceeding for an injunction in any court of competent jurisdiction.

Sec 9. Succession to Ordinance No. 21-A(1) and Duration

This Ordinance succeeds Ordinance No. 21-A(1) and is in effect on April 7, 2021, and as amended on May 5, 2021, provided further that Sections 4(A), 5(A), 5(B), 5(C)(1), 5(C)(2), and 5(C)(4) have a delayed effective date on and after midnight on May 15, 2021, and continues in full force and effect for 60 days from April 7, 2021 unless it is re-adopted following a noticed public hearing on or before the 60-day period expires.

Sec. 10. Effect of this Ordinance on the Powers of the Director of Emergency Management

This Ordinance does not affect the powers of the County Executive, acting as the Director of Emergency Management pursuant to Virginia Code § 44-146.21 during the COVID-19 disaster.

Sec. 11. Severability

It is the intention of the Board of Supervisors that any part of this Ordinance is severable. If any part of the Ordinance is declared unconstitutional or invalid by the valid judgment or decree of a court of competent jurisdiction, the unconstitutionality or invalidity does not affect any other part of this Ordinance.

State law reference – Va. Code §§ 15.2-1200, 15.2-1427(F), 15.2-1429, 15.2-1432, 18.2-11.

**RESOLUTION TO APPROVE
ADDITIONAL FY 2021 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That the FY 21 Budget is amended to increase it by \$5,767,303.25;
- 2) That Appropriations #2021062; #2021063; #2021064; #2021065; #2021066; #2021067; #2021068; #2021069; #2021070; and #2021071 are approved;
- 3) That the appropriations referenced in Paragraph #2, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2021.

RESOLUTION TO APPROVE AN AMENDED LEASE WITH THE FIELD SCHOOL

WHEREAS, the Board finds it in the best interest of the County to adjust the rental rate for the Field School's lease of outdoor space at the Old Crozet School, located at 1408 Crozet Avenue, Crozet, Virginia, retroactive to August 24, 2020, and the size of its prospective outdoor leased space.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves amending the County's lease with the Field School to adjust (a) the rental rate for outdoor space at the Old Crozet School, retroactive to August 24, 2020, and (b) the size of its prospective outdoor leased space, and hereby authorizes the County Executive to execute an amended lease, once approved as to form and substance by the County Attorney.

EIGHTH AMENDED AGREEMENT OF LEASE

THIS LEASE AMENDMENT is made this 5 day of May 2021 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the FIELD SCHOOL OF CHARLOTTESVILLE, Tenant.

WHEREAS, Landlord and Tenant entered into a Seventh Amended Agreement of Lease (the "Lease") dated September 4, 2020 for the lease of a portion of the Old Crozet Elementary School; and

WHEREAS, Landlord and Tenant desire to amend their Lease Agreement;

NOW, THEREFORE, Landlord and Tenant, for the sum of ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The first paragraph of Section 4.1 of the parties' Lease is hereby amended to read as follows:
 "Section 4.1. Annual Rent. Monthly rent for the period September 1, 2020-April 30, 2021 is hereby amended to \$5,117.95. The Tenant will be refunded any rent(s) previously paid for that period in excess of that amount.
 Effective May 5, 2021, Tenant will pay Landlord annual rent of \$60,102.12, payable in equal monthly installments of \$5,008.51, in advance, on the first day of each month during the term hereof. Thereafter, if the Lease is extended for additional terms, rent will be determined pursuant to Section 4.1 of the Lease. Gross square feet will be calculated within the perimeter of the indoor and/or outdoor area(s) (other than the Lower Athletic Field), to be used solely by the Field School of Charlottesville."
2. The final paragraph of Section 4.1 of the parties' Lease is hereby amended to read as follows:
 "Upon mutual written agreement of the parties, this Lease may be amended to adjust the indoor or outdoor square footage of the Premises. Separate rental rates apply to the Premises' indoor and outdoor square footage. If additional square footage is added to the Premises during any term of this lease, the total rent will be increased by the product of multiplying the additional square footage by the applicable indoor or outdoor base rental rate for the term during which the additional square footage is to be added and prorated for the number of months remaining in that term. The base rental rates are defined as the then-current total indoor or outdoor rent for the term during which the additional square footage is to be added divided by the then-current indoor or outdoor gross square feet for the term during which the additional square footage is to be added."
3. Effective May 5, 2021, the attached Exhibit A for the Eighth Amended Agreement of Lease will replace the Exhibit A attached to the parties' Lease, and will amend the Premises to be leased. The locations shown of the outdoor spaces to be leased are approximate.

In all other respects, the parties' Lease remains in full force and effect as previously executed.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

TENANT

FIELD SCHOOL OF CHARLOTTESVILLE

By: Charles H. Skippy
Print Name: Charles H. Skippy
Title: Head of School

LANDLORD

This Eighth Amended Agreement of Lease is executed on behalf of the County of Albemarle by Jeffrey B. Richardson, County Executive, in accordance with a Resolution duly approved by the Albemarle County Board of Supervisors on May 5, 2021.

COUNTY OF ALBEMARLE, VIRGINIA

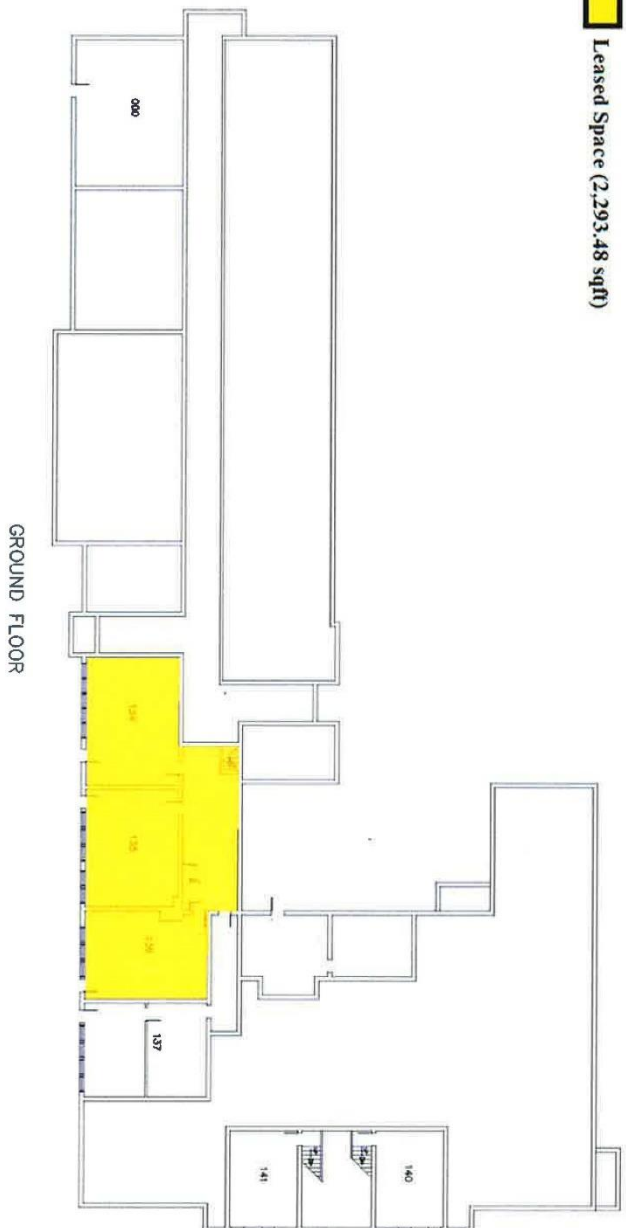
By: Jeffrey B. Richardson
Jeffrey B. Richardson, County Executive

Approved as to form:

Andrew R. Hermit
Albemarle County Attorney

EXHIBIT A
1408 Crozet Avenue, Crozet, VA 22932

 Leased Space (2,293.48 sqft)



GROUND FLOOR

EXHIBIT A
1408 Crozet Avenue, Crozet, VA 22932

 **Leased Space (10,976.75 sqft)**

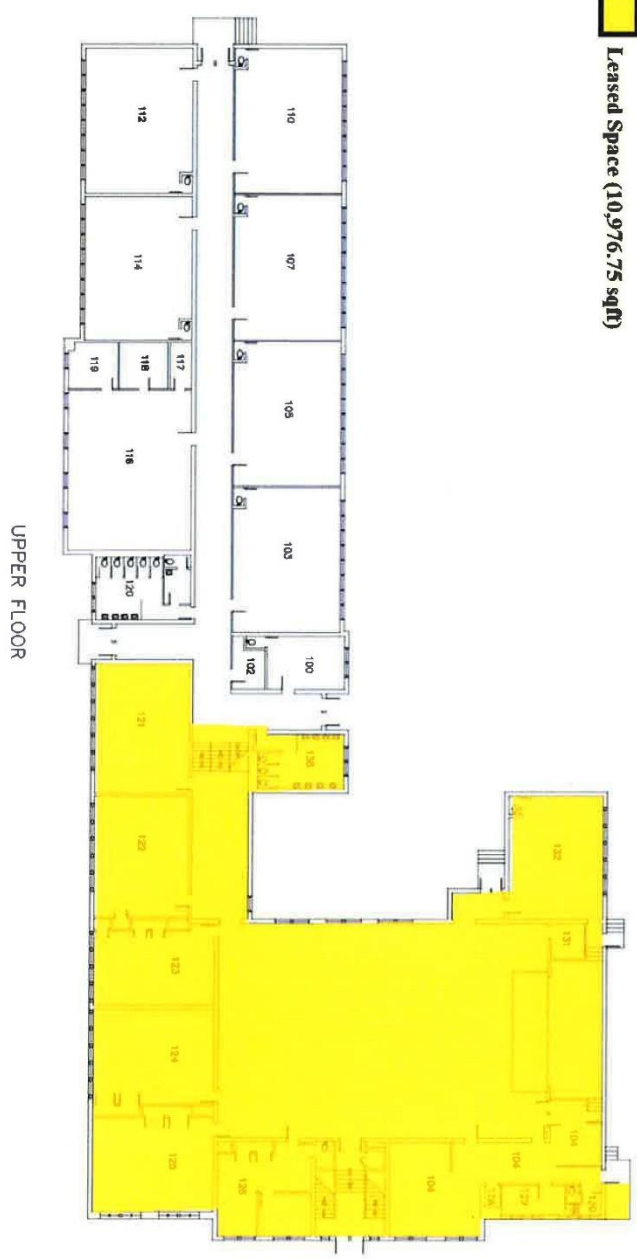


Exhibit A



Legend

(Note: Some items on map may not appear in legend)

Parcel Info
☐ Parcels



GIS M&B
 Geographic Data Services
www.albemarle.org/gis
 (434) 256-5832

Any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination. Map elements may scale larger than GIS data measured in the map or as provided on the data download page due to the projection used. Map Projection: WGS84 Web Mercator (Auxiliary Sphere) (EPSG 3857).

April 22, 2021

**RESOLUTION TO APPROVE A LEASE AGREEMENT BETWEEN THE COUNTY OF ALBEMARLE AND
THE CROZET SPORTS COMMUNITY FOUNDATION**

WHEREAS, the Board finds it in the best interest of the County to lease a portion of the Crozet Library, located at 2020 Library Avenue, Crozet Virginia, to the Crozet Sports Community Foundation.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves a Lease Agreement between the County and the Crozet Sports Community Foundation for the lease of space at the Crozet Library, and authorizes the County Executive to execute the Agreement, once it has been approved as to form and substance by the County Attorney.

AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made as of 17 May, 2021 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the CROZET SPORTS COMMUNITY FOUNDATION, INC., Tenant.

ARTICLE I. PREMISES AND IMPROVEMENTS

In consideration of the rents and covenants herein set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the premises described on Exhibit A attached hereto and made a part hereof together with any and all improvements thereon (the "Leased Premises"). The Leased Premises shall be occupied by Crozet Sports Community Foundation, Inc.

ARTICLE II. TITLE: QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant shall have peaceful and quiet enjoyment, use and possession of the Leased Premises without hindrance on the part of the Landlord or anyone claiming by, through, or under Landlord.

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease Agreement shall begin on the 1st day of June, 2021 (the "Effective Date"), and end on the fifth anniversary of the Effective Date, unless sooner terminated or extended as hereinafter provided. The foregoing notwithstanding, after June 1, 2022, either party may terminate this Lease upon ninety (90) days advance written notice to the other party.

Section 3.2. Renewal. After the initial term provided in Section 3.1, this Lease Agreement will automatically renew for additional 12-month terms unless and until written notice of termination is given as provided in Section 3.1.

Section 3.3. Upfit of Premises. Any upfitting of the Leased Premises, including any additional remodeling, ceiling tiles, carpet and interior painting will be the sole responsibility and at the sole expense of the Tenant. Notwithstanding Section 4.1 herein, Tenant will neither incur nor be charged any rent between June 1, 2021 and June 30, 2021.

ARTICLE IV. RENT AND TAXES

Section 4.1. Annual Rent. Commencing upon the Effective Date, during the first year of this Lease, Tenant agrees to pay to Landlord annual rent of \$33,396.96, payable in equal monthly installments, in advance, on the first day of each month during the term hereof.

After the first year of this Lease, the rent for subsequent years of the term of the Lease shall be indexed for inflation and shall be calculated by first establishing a fraction, the numerator of which shall be the level of the CPI Index (as defined herein) as of the first day of that month which is two months before the month in which the Effective Date occurs in the subsequent years, and the denominator of which shall be the level of the CPI Index as of the first day of that month which is

two months before the initial Effective Date. The resulting fraction shall be multiplied by the rent agreed upon or established for the first year of the term of the Lease to determine the annual rent due for the year. The rental figure shall be revised each year based upon this formula. The CPI Index shall be the U.S. Bureau of Labor Statistics Consumer Price Index (all items, all urban consumers, 1982-1984 = 100). If the CPI Index shall be discontinued, Landlord shall designate an appropriate substitute index or formula having the same general acceptance as to use and reliability as the CPI Index and such substitute shall be used as if originally designated herein. Notwithstanding the foregoing, in no event shall the rent due for any lease year decrease below the rent payable for the first year.

Section 4.2. Address for Rent Payment. All payments of rent due Landlord pursuant to Section 4.1 shall be made to Landlord at the address specified in Section 17.3, or to such other party or at such other address as hereinafter may be designated by Landlord by written notice delivered to Tenant at least ten (10) days prior to the next ensuing monthly rental payment date.

Section 4.3. Taxes. Throughout the term of this Lease, Tenant shall pay all real property taxes lawfully assessed against its leasehold interest by the County of Albemarle pursuant to *Virginia Code* § 58.1-3203. Such taxes shall be billed to the Tenant and paid by the Tenant directly to the County of Albemarle.

ARTICLE V. UTILITIES AND SERVICES

Landlord shall provide water, sewer, electricity, and heating and cooling services as part of Tenant's rent. Landlord shall further provide custodial services (to common areas only) and arrange for the regular collection of a shared dumpster as part of Tenant's rent. Tenant shall exercise reasonable and responsible care to conserve these utilities. The Tenant agrees that the monthly rent stipulated above may be adjusted to reflect any change in the cost to the Landlord of providing those utility services above. The Landlord shall provide the Tenant with prompt notice of any such change, and shall make available evidence of its actual utility costs. Tenant shall provide telephone, custodial, and all other services to the Leased Premises.

ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. Tenant shall have use of the Leased Premises for athletic, academic, and child support programs or other use approved by Landlord in writing and not inconsistent with Landlord's Library use. Tenant shall also have use of the elevators and main entry corridors during Library operating hours, and of the shared entrance from Crozet Avenue at all times, which areas will not be calculated in the gross square footage for rental purposes.

Section 6.2. Parking. Tenant shall be entitled to non-exclusive use of parking spaces in the parking lot and access to the Leased Premises.

ARTICLE VII. ALTERATIONS, IMPROVEMENTS, FIXTURES AND SIGNS

Section 7.1. Installation by Tenant.

(a) Tenant may, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements which do not damage or alter the Leased Premises, provided that Landlord's consent shall have first been obtained in writing, and provided that Tenant shall obtain all required governmental permits for such alterations, additions or improvements.

(b) Tenant may, from time to time, make interior structural alterations, additions or improvements, only with Landlord's prior written consent to plans and specifications therefor, which consent shall not be unreasonably withheld. Upon the expiration or sooner termination of this Lease, Landlord shall have the option (exercisable upon sixty (60) days notice to Tenant except in the case of a termination of this Lease due to a default by Tenant, in which case no such notice shall be required) to require Tenant to remove at Tenant's sole cost and expense any and all improvements made by Tenant to the Leased Premises or to elect to keep such improvement as Landlord's property. In the event Tenant is required to remove any improvements, (i) Tenant shall be responsible for the repair of all damage caused by the installation or removal thereof, and (ii) if Tenant fails to properly remove such improvements or provide for the repair of the Leased Premises, Landlord may perform the same at Tenant's cost and expense.

Section 7.2. Signs. Tenant shall have the right to place signs on the interior or exterior of the Leased Premises, subject to all applicable zoning and sign regulations and with the prior written approval of Landlord.

ARTICLE VIII MAINTENANCE OF LEASED PREMISES

Section 8.1. Maintenance. Landlord shall be responsible for all repairs and maintenance for the Leased Premises, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, including, but not limited to, plumbing, heating, electrical, air conditioning, plate glass and windows. Notwithstanding the foregoing, Tenant shall be responsible for all maintenance and repairs necessitated by the negligence of Tenant, its employees and invitees.

Section 8.2. Right of Entry. Landlord reserves the right for itself, its agents and employees to enter upon the Leased Premises at any reasonable time to make repairs, alterations or improvements; provided, however, that such repairs, alterations, or improvements shall not unreasonably interfere with Tenant's operations. Such right to enter shall also include the right to enter upon the Leased Premises for the purposes of inspection.

Section 8.3. Surrender of Leased Premises. At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises and all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, which Landlord has granted permission to have left in the Leased Premises. At such time, the Leased Premises shall be broom clean and in good condition and repair, commensurate with its age. If Tenant leaves any of Tenant's personal property in the Leased Premises, Landlord, at its option, may remove and store any or all of such property at Tenant's expense or may deem the same abandoned and, in such event, the property deemed abandoned shall become the property of Landlord.

ARTICLE IX. INSURANCE

Section 9.1. Liability Insurance of Tenant. Tenant covenants and agrees that it will, at all times during the term of this Lease, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises and the business operated by Tenant and any sub-tenants of Tenant on the Leased Premises in which the limits of public liability for bodily injury and property damage shall not be less than One Million Dollars (\$1,000,000) per accident, combined single limit. The policy shall name the Landlord as an additional insured. The policy shall provide that the insurance thereunder shall not be cancelled until thirty (30) days after written notice thereof to all named insureds.

Section 9.2. Fire and Extended Coverage. Landlord agrees that it will, during the initial and any renewal term of this Lease, insure and keep insured, for the benefit of Landlord and its respective successors in interest, the Leased Premises, or any portion thereof then in being. Such policy shall contain coverage against loss, damage or destruction by fire and such other hazards as are covered and protected against, at standard rates under policies of insurance commonly referred to and known as "extended coverage," as the same may exist from time to time. Landlord agrees to name Tenant as an additional insured on such policy, as its interest may appear. Tenant shall be responsible for insuring its personal property (including its equipment and inventory) kept on the Leased Premises.

Section 9.3. Evidence of Insurance. Copies of policies of insurance (or certificates of the insurers) for insurance required to be maintained by Tenant and Landlord pursuant to Sections 9.1 and 9.2 shall be delivered by Landlord or Tenant, as the case may be, to the other upon the issuance of such insurance and thereafter not less than thirty (30) days prior to the expiration dates thereof.

Section 9.4. Waiver of Subrogation. Tenant hereby releases the Landlord from any and all liability or responsibility to Tenant or anyone claiming through or under it, by way of subrogation or otherwise, from any loss or damage to property caused by any peril insured under Tenant's policies of insurance covering such property (but only to the extent of the insurance proceeds payable under such policies), even if such loss or damage is attributable to the fault or negligence of Landlord, or anyone for whom Landlord may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as any such release shall not adversely affect or impair the releasor's policies or insurance or prejudice the right of the releasor to recover thereunder.

ARTICLE X. WASTE, NUISANCE, COMPLIANCE WITH GOVERNMENTAL REGULATIONS

Section 10.1. Waste or Nuisance. Tenant shall not commit or suffer to be committed any waste or any nuisance upon the Leased Premises.

Section 10.2. Governmental Regulations. During the term of this Lease, Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Leased Premises or Tenant's use and occupancy thereof.

ARTICLE XI. FIRE OR OTHER CASUALTY

If the Leased Premises shall be damaged so as to render the Leased Premises untenable by fire or other casualty insured against under the insurance required to be carried by Landlord pursuant to Section 9.2, Landlord may elect to either terminate this Lease as of the date of damage or repair the Leased Premises. Unless Landlord elects to terminate this Lease, such damage or destruction shall in no way annul or void this Lease except that Tenant shall be entitled to a reduction of the rent payable under Article IV while such repairs are being made, such reduction to be based upon the proportion of the Leased Premises rendered untenable as a result of such damage. Notwithstanding the foregoing, if any damage or destruction from any cause whatsoever has not been repaired and such repairs have not commenced within one hundred eighty (180) days of the date thereof, Tenant may, as its exclusive remedy, terminate this Lease upon thirty (30) days written notice to Landlord.

ARTICLE XII. DEFAULT OF TENANT

Section 12.1. Default. The occurrence of any of the following shall be deemed a "default" under this Lease:

- (a) Tenant fails to pay when due any amount of rent, additional rent or other monies due under this Lease, including Articles IV and V, and such payment is not received by Landlord within ten (10) days after written notice of such failure is received by Tenant; or
- (b) a default in any of the other provisions of this Lease, and such default continues uncured for a period of thirty (30) days after written notice thereof from Landlord.

Section 12.2. Remedies. In the event of any default or breach hereof by Tenant, Landlord shall have the right (in addition to all other rights and remedies provided by law) to terminate this Lease or to re-enter and take possession of the Leased Premises, peaceably or by force, and to remove any property therein without liability for damage to and without obligation to store such property, but may store the same at Tenant's expense, and to collect from Tenant all rent then due and which would accrue for the unexpired portion of the term hereof, together with reasonable attorney's fees. In addition, in the event of a failure to pay rent, additional rent or other money within five (5) days of its due date, Tenant shall pay to Landlord the greater of Twenty-Five and no/100 Dollars (\$25.00) or one half (1/2) of one percent (1%) of such sum for each day after the fifth day such rent or other money is late.

ARTICLE XIII. HOLDING OVER, ASSIGNS, SUCCESSORS

Section 13.1. Holding Over. Any holding over after the expiration of the term hereof, with the consent of Landlord, shall be construed to be a tenancy from month-to-month at the same rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified as far as applicable. If Tenant remains in possession *without* Landlord's consent after expiration of the term of this Lease Agreement or its termination, the Tenant shall pay to Landlord its damages, reasonable attorney's fees and court costs in any action for possession. Tenant

shall pay to Landlord as liquidated damages a sum equal to 200% of the Base Rent then applicable for each month or portion thereof Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease.

Section 13.2. Showing the Leased Premises. During the last ninety (90) days of the term hereof, Tenant shall allow Landlord, or its agents, to show the Leased Premises to prospective tenants or purchasers at such times as Landlord may reasonably desire.

Section 13.3. Successors. All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the heirs, executors, administrators, successors and permitted assigns of the parties. All covenants, representations and agreements of Landlord shall be deemed the covenants, representations and agreements of the fee owner from time to time of the Leased Premises and Landlord shall be automatically released of all liability under this Lease from and after the date of any sale by Landlord of the Leased Premises. All covenants, representations and agreements of Tenant shall be deemed the covenants, representations, and agreements of the occupant or occupants of the Leased Premises.

ARTICLE XIV. BROKER'S FEES

Tenant and Landlord hereby warrant that there are no brokerage commissions due in connection with this Lease.

ARTICLE XV. NO ASSIGNMENT

Tenant shall not assign this Lease or sublet all or any portion of the Leased Premises, either directly or indirectly, without the prior written consent of Landlord. No assignment, sublease or transfer of this Lease by Tenant shall (i) be effective unless and until the assignee, subtenant or transferee expressly assumes in writing Tenant's obligations under this Lease, or (ii) relieve Tenant of its obligations hereunder, and Tenant shall thereafter remain liable for the obligations of the Tenant under this Lease whether arising before or after such assignment, sublease or transfer.

ARTICLE XVI. SUBORDINATION OF LEASE

This Lease and all rights of Tenant hereunder are and shall be subject and subordinate in all respects to (1) any mortgages, deeds of trust and building loan agreements affecting the Leased Premises, including any and all renewals, replacements, modifications, substitutions, supplements and extensions thereof, and (2) each advance made or to be made thereunder. In confirmation of such subordination, Tenant shall promptly upon the request of Landlord execute and deliver an instrument in recordable form satisfactory to Landlord evidencing such subordination; and if Tenant fails to execute, acknowledge or deliver any such instrument within ten (10) days after request therefor, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute, acknowledge and deliver any such instruments on behalf of Tenant. Tenant further agrees that in the event any such mortgagee or lender requests reasonable modifications to this Lease as a condition of such financing, Tenant shall not withhold or delay its consent thereto.

ARTICLE XVII. MISCELLANEOUS

Section 17.1. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance or payment of rent hereunder by Landlord or Tenant, respectively, shall not be deemed to be a waiver of any breach by Tenant or Landlord, respectively, of any term, covenant or condition of this Lease regardless of knowledge of such breach at the time of acceptance or payment of such rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by Tenant or Landlord unless the waiver be in writing signed by the party to be charged thereby.

Section 17.2. Entire Agreement. This Lease, and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises; and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced in writing and signed by them.

Section 17.3. Notices. Any notice, demand, request or other instrument which may be, or is required to be given under this Lease, shall be in writing and delivered in person or by United States certified mail, postage prepaid, and shall be addressed:

- (a) if to Landlord, at
County of Albemarle
County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
or at such other address as Landlord may designate by written notice;
- (b) if to Tenant, at
Crozet Sports Community Foundation, Inc.
c/o Justin Byrd, President
496 Patterson Mill Lane
Crozet, VA 22932-3611
or at such other address as Tenant shall designate by written notice.

Section 17.4. Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way do they affect this Lease.

Section 17.5. Partial Invalidity. If any term, covenant or condition of this Lease, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected

thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 17.6. Recording. Upon request of either party, a memorandum of lease will be executed and recorded. Such memorandum shall contain any provisions of this Lease which either party requests except for the provisions of Article IV, which shall not be included. The cost of recording such memorandum of lease or a short form hereof shall be borne by the party requesting such recordation.

Section 17.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 17.8. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

TENANT

**CROZET SPORTS COMMUNITY FOUNDATION,
INC.**

By: 
Justin Byrd, President

LANDLORD

This Lease is executed on behalf of the County of Albemarle by Jeffrey B. Richardson, County Executive, following a duly-held public hearing, and pursuant to a Resolution of the Albemarle County Board of Supervisors.

COUNTY OF ALBEMARLE, VIRGINIA

By: 
Jeffrey B. Richardson, County Executive

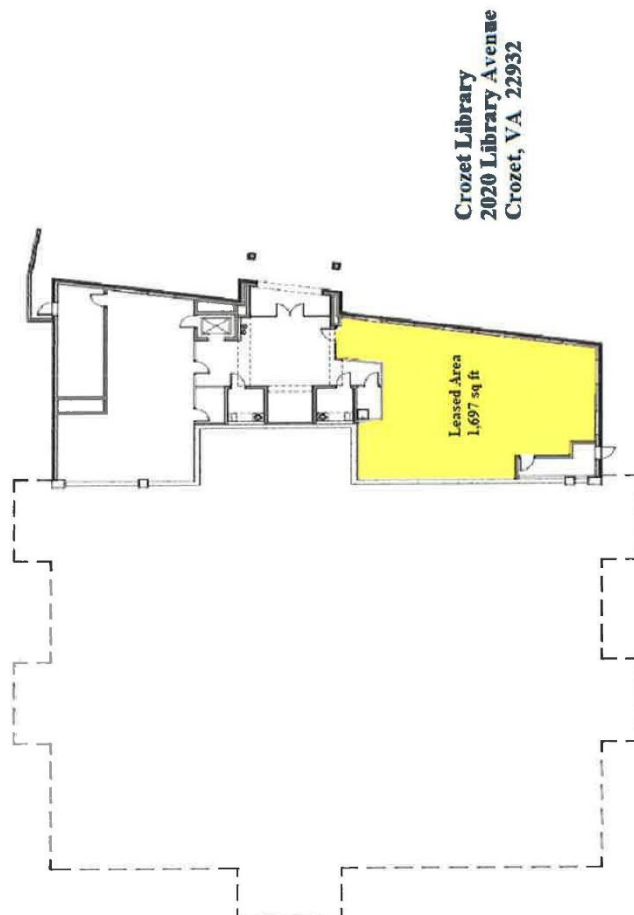
Approved as to form:
 May 12, 2021
Albemarle County Attorney

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

All that certain space (the "Space") situated in the County of Albemarle, Virginia, located on the Ground Floor of 2020 Library Avenue, Crozet, Virginia, containing 1697 square feet, more or less, shown as "Leased Area" on the floor plan attached hereto and incorporated herein. Reference is made to the floor plan for a more particular description of the location of the described space. This Space is a portion of Albemarle County Parcel ID 056A2-01-00-01800, containing 1.41 acres, more or less.

EXHIBIT A



ⁱ *Xponential Fitness v. Arizona*, No. CV-20-01310-PHX-DJH, 2020 WL 3971908, at *1 (D. Ariz. July 14, 2020) and cases and authorities cited therein.

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- ii <https://www.mayoclinic.org/diseases-conditions/coronavirus/expert-answers/covid-variant/faq-20505779> (March 23, 2021); <https://www.health.harvard.edu/diseases-and-conditions/covid-19-basics> (updated March 9, 2021); <https://www.nbc12.com/2021/03/25/first-cases-californian-covid-variants-found-virginia/>.
- iii World Health Organization Scientific Brief, July 9, 2020 <https://www.who.int/news-room/commentaries/detail/transmission-of-sars-cov-2-implications-for-infection-prevention-precautions>.
- iv How Coronavirus Spreads | CDC; <https://www.vdh.virginia.gov/coronavirus/local-exposure/>; <https://www.health.harvard.edu/diseases-and-conditions/covid-19-basics> (updated March 9, 2021).
- v <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/considerations-for-events-gatherings.html>; see also <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html>; How Coronavirus Spreads | CDC.
- vi See <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/considerations-for-events-gatherings.html> and <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/business-employers/bars-restaurants.html> and links therein; <https://www.vdh.virginia.gov/coronavirus/prevention-tips/> and links therein.
- vii <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/considerations-for-events-gatherings.html>.
- viii <https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/personal-social-activities.html>; Deciding to Go Out | COVID-19 | CDC.
- ix <https://www.vdh.virginia.gov/coronavirus/schools-workplaces-community-locations/businesses/>; <https://www.vdh.virginia.gov/coronavirus/schools-workplaces-community-locations/social-gatherings/>.
- x <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/different-vaccines.html>.
- xi <https://www.health.harvard.edu/diseases-and-conditions/treatments-for-covid-19>.
- xii https://www.washingtonpost.com/graphics/2020/health/covid-vaccine-states-distribution-doses/?itid=sf_coronavirus_sn_covid-vaccine-states-distribution-doses_3; <https://coronavirus.jhu.edu/region/united-states>.
- xiii <https://coronavirus.jhu.edu/vaccines/international>.
- xiv <https://www.washingtonpost.com/graphics/2020/national/coronavirus-us-cases-deaths/>.
- xv [Locality – Coronavirus \(virginia.gov\)](#)
- xvi [Locality – Coronavirus \(virginia.gov\)](#)
- xvii <https://www.washingtonpost.com/graphics/2020/national/coronavirus-us-cases-deaths/>.
- xviii <https://www.washingtonpost.com/nation/2021/03/22/coronavirus-covid-live-updates-us/>; <https://www.cnn.com/2021/03/30/health/us-coronavirus-tuesday/index.html> (March 30, 2021). <https://www.washingtonpost.com/nation/2021/03/30/coronavirus-covid-live-updates-us/> (March 30, 2021).
- xix [EO-72-FOURTH-AMENDED-and-Order-of-Public-Health-Emergency-Nine-Easing-of-Commonsense-Surge-Restrictions-Due-to-Novel-Coronavirus-\(COVID-19\).pdf \(virginia.gov\)](#)