

<p style="text-align: center;">ACTIONS Board of Supervisors Meeting of May 18, 2022</p>		
		May 19, 2022
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, Ms. Price. All BOS members were present with the exception of Ms. McKeel, who arrived at 2:50 p.m., and Ms. LaPisto-Kirtley. Also present were Jeff Richardson, Cynthia Hudson, Claudette Borgersen and Travis Morris. 		Link to Video
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> Removed agenda item #19, ACSA202200001 531 James River Road from the regular agenda to the consent agenda. By a vote of 4:0, ADOPTED the final agenda as amended. 		
<p>5. Brief Announcements by Board Members.</p> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Urged the Board to try to obtain the authority to use traffic speed monitoring cameras. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> Reflected on the shooting at a supermarket in Buffalo, New York. Noted that the previous day was the anniversary of the Supreme Court decision in Brown v. Board of Education. <p><u>Jim Andrews:</u></p> <ul style="list-style-type: none"> Remarked that the press was attending the meetings from the print, radio, and television media and thanked Allison Wrabel for her reporting with the Daily Progress reporter was retiring. <p><u>Donna Price:</u></p> <ul style="list-style-type: none"> Commented on the resurgence of the latest COVID-19 variant and encouraged people to get vaccinated and to pay attention to masking. Announced May was mental health month, and the County would have a three-person team with a member each from ACPD, Fire and Rescue, and a counselor from DSS that would respond to mental health calls. Mentioned that she had the opportunity to represent the County at various events over the past two weeks including attended an event at the Keswick Hunt Club organized by individuals that had collaborated to support funding of the rebuilding of St. John Rosenwald School, the Farm Bureau Annual Gathering at Carter Mountain, and an event sponsored by the Free Enterprise Forum. Stated that she had attended a FEMA Flood Risk Review and pointed out the importance of flood insurance for people living in flood plains. 		
<p>6. Proclamations and Recognitions.</p> <p>a. Proclamation Recognizing May as Older Americans Month.</p> <ul style="list-style-type: none"> By a vote of 4:0, ADOPTED proclamation and presented to Marta Keane. 	(Attachment 1)	

12.	Presentation: Virginia Department of Transportation (VDOT) Quarterly Report. <ul style="list-style-type: none"> Received. 		
	<ul style="list-style-type: none"> By a vote of 5:0, APPROVED request to allow Supervisor LaPisto-Kirtley to participate remotely in accordance with applicable Board Rules of Procedure enacted pursuant to the Freedom of Information Act, given that she is unable to attend the meeting in person due to a medical condition. Note: Supervisor LaPisto-Kirtley joined the meeting remotely at 4:11 p.m.		
13.	Closed Meeting. <ul style="list-style-type: none"> At 4:14 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 boards, committees, and commissions in which there are pending vacancies or requests for reappointments; and Under Subsection (6) to discuss and consider the investment of public funds for a public purpose where bargaining is involved and where, if made public initially, the financial interest of the County would be adversely affected; and Under Subsection (8) to consult with legal counsel employed by the County regarding specific legal matters regarding economic development and investment of public funds and requiring the provision of legal advice. 		
14.	Certify Closed Meeting. <ul style="list-style-type: none"> At 6:02 p.m., the Board reconvened into open meeting and certified the closed meeting. Note: At 6:03 p.m., Supervisor LaPisto-Kirtley left the meeting.		
15.	From the County Executive: Report on Matters Not Listed on the Agenda. <u>Jeff Richardson:</u> <ul style="list-style-type: none"> Presented the County Executive's monthly report. 		
16.	From the Public: Matters Not Listed for Public Hearing on the Agenda. <ul style="list-style-type: none"> There were none. 		
17.	<u>Pb. Hrg.: VDOT/Albemarle County FY 23-28 Secondary Six-Year Plan; Unpaved Road Policies & Review Process; and Cove Garden Road Rural Rustic Road Designation.</u> <ul style="list-style-type: none"> By a vote of 5:0, ADOPTED resolution to approve the FY23-28 Secondary Six-Year Plan and authorize the County Executive to sign the FY23-28 SSYP. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's Office. (Attachments 11-12)	
18.	<u>Pb. Hrg.: Airport Trunk Sewer Upgrade Project.</u> <ul style="list-style-type: none"> By a vote of 5:0, ADOPTED resolution approving the requested conveyance of ACSA easements and authorizing the County Executive to execute any documents necessary to convey the easements in a form approved by the County Attorney. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's Office. (Attachment 13)	
19	<u>Pb. Hrg.: ACSA202200001 531 James River Road (Pitsiokos).</u> <ul style="list-style-type: none"> Moved to consent agenda. 		

20.	<p><u>Pb. Hrg.: Crozet Sports Community Foundation Lease Amendment.</u></p> <ul style="list-style-type: none"> By a vote of 5:0, ADOPTED resolution to authorize the County Executive to sign a proposed lease amendment. 	<p><u>Clerk:</u> Forward copy of signed resolution to Facilities and Environmental Services, and County Attorney's office. (Attachment 14)</p> <p><u>County Attorney:</u> Provide Clerk with fully executed copy of lease amendment. (Attachment 15)</p>
21.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> Commented that she was not present at the beginning of the meeting because she was in Richmond attending a Board of Local and Regional Jails meeting presenting with the Superintendent of ACRJ, Martin Kumer, and a consultant for the ACRJ Renovations to justify the request for 25% reimbursement of the project total cost. She remarked that the presentation was accepted in a positive light and would be voted on in July. Announced that Albemarle County Public Schools had convened an Environmental Sustainability Advisory Committee and she was asked to be the Liaison for the group. Mentioned that Albemarle County was one of ten Counties selected in the state to convene a County Court and Justice Leaders Initiative, and as Chair of the ACRJ, she has been asked to be a part of this group. Mention that Jody Saunders had sent her an e-mail that that JAUNT was starting an Alternative Fuel Vehicle Feasibility Study and JAUNT was looking for community members to participate in an advisory committee. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Reported on the NACo Committees she served on and said she would send the readouts from the last two meetings for consideration. Commented on the jail improvements to have the focus be on not locking people up, but helping people get skills so they could succeed when they got out and to make their life better no matter from where they came. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> Asked if the positions that were not funded until July 1 were advertised and targeted as the start date and filled prior to July 1, or did staff wait until the funds were available. He asked the same of the actual asset such as the streetsweeper. Mr. Henry replied that they advertised before July 1 and got the process started, but they did not make the hire before July 1. <p><u>Jim Andrews:</u></p> <ul style="list-style-type: none"> Reported that at the last SWAAC committee meeting he attended, the committee discussed many aspects of alternatives to solid waste, including a particular emphasis on composting. Commented that the Thomas Jefferson Planning District Commission met and there 	

<p>discussion about the slate of officers for the future of the Thomas Jefferson Planning District Commission, and he would have an announcement on that after it was official.</p> <p><u>Donna Price:</u></p> <ul style="list-style-type: none"> • Thanked Commonwealth's Attorney Jim Hingeley and Joe Platania for the County and City on the work they had done on criminal justice reform and the decriminalization of minor misconduct. 		
<p>22. Adjourn to May 25, 2022, 8:00 a.m., Lane Auditorium.</p> <ul style="list-style-type: none"> • The meeting was adjourned at 7:40 p.m. 		

ckb/tom

Attachment 1 – Proclamation Recognizing May as Older Americans Month

Attachment 2 – Proclamation Recognizing the Piedmont Family YMCA's First Place and National Champion Cavalier Aquatics Swim Team

Attachment 3 – Resolution of Appreciation for Doctor Denise Elaine Bonds

Attachment 4 – Resolution to Approve Additional FY 2022 Appropriations

Attachment 5 – Resolution to Approve Amended and Restated ACRJ Authority Service Agreement

Attachment 6 – Draft Restate ACRJ Authority Service Agreement

Attachment 7 – Resolution to Contribute Funding to the Town of Scottsville Downtown Pedestrian Improvement Project

Attachment 8 – Resolution Approving the EDA Building Reuse Grant

Attachment 9 – Resolution Supporting Reintroduction of James Spiny mussel in Albemarle County

Attachment 10 – Resolution Accepting the Donation of Parcel 6-28C Adjacent to Patricia Ann Byrom Forest Preserve Park

Attachment 11 – Resolution to Approve the Secondary System Six-Year Plan (FY 23-28)

Attachment 12 – Resolution to Designate Route 633 (Cove Garden Road) as a Rural Rustic Road

Attachment 13 – Resolution Approving the Conveyance of Sewer Easements to the Albemarle County Service Authority

Attachment 14 – Resolution to Approve an Amended Agreement of Lease Between the County and the Crozet Sports Community Foundation

Attachment 15 – Crozet Sports Foundation Amended Agreement of Lease

Proclamation Recognizing May as Older Americans Month

WHEREAS, Albemarle County includes a growing number of older Americans, currently over 18 percent of the population, who contribute their strength, wisdom, and experience to our community; and

WHEREAS, our community benefits when people of all ages, abilities, and backgrounds are welcomed, included, and supported; and

WHEREAS, Albemarle County recognizes our need to create a community that provides the services and supports older Americans need to thrive and live independently; and

WHEREAS, Albemarle County can work to build an even better community for our older residents by providing supports and services that allow for greater independence, developing infrastructure that is responsive to individual needs and preferences, and designing programs, services, and policies with people of all ages in mind.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Albemarle County Board of Supervisors, do hereby recognize May 2022 as Older Americans Month. And urge every resident to recognize our older citizens' contributions, help create an inclusive society, and join efforts to support older Americans' choices about how they age in their communities.

Signed this 18th day of May 2022.

**Proclamation Recognizing the Piedmont Family YMCA's
First Place and National Champion Cavalier Aquatics Swim Team**

- WHEREAS,** the Cavalier Aquatics Vision Statement reads: Through a global mindset and provision of an outstanding athlete experience, Cavalier Aquatics will evolve into an elite YMCA/USA Club program in the region with the goal of becoming nationally recognized through positive performances in personal development, team atmosphere, community connection, and branding; and
- WHEREAS,** the Cavalier Process focuses on developing a love for the sport, growth of individual swim skills, athletic skills, understanding of technique, training, confidence, leadership, a sense of team/family, and learning to embrace the process through ownership, growth mindset, commitment, and resiliency; and
- WHEREAS,** from March 28-April 1, Cavalier Aquatics competed with 1,280 athletes from 170 Ys across 26 states in the YMCA National Short Course Swimming Championship held at the Greensboro Aquatics Center in Greensboro, North Carolina; and
- WHEREAS,** the Cavalier Aquatics swim team came home first place and national champions from the event with a total of 16 records broken by the team – six women's, four men's, and six YMCA National marks, which is an outstanding accomplishment as many of the teams were larger and came from much larger communities.
- NOW, THEREFORE, BE IT PROCLAIMED,** that we, the Albemarle County Board of Supervisors do hereby recognize the Piedmont Family YMCA's Cavalier Aquatics Swim Team for their wonderful accomplishments and dedication to developing, educating, and leading the youth in our community.

Signed this 18th day of May 2022.

Resolution of Appreciation for Doctor Denise Elaine Bonds

- WHEREAS,** Doctor Denise Elaine Bonds has completed thirty years of dedicated service as a physician in our community and the surrounding localities and has faithfully served Albemarle County and the entirety of the Blue Ridge Health District as director for seven of those years; and
- WHEREAS,** during her seven-year tenure as the director of the health department, Dr. Bonds served multiple districts including eight counties and two cities and oversaw several public health initiatives, including the renaming of the health district from “Thomas Jefferson” to “Blue Ridge” to reflect a more inclusive organization; and
- WHEREAS,** Dr. Bonds oversaw the expansion of the district’s HIV testing and prevention services, increased access to testing for sexually transmitted diseases and broadened the size and reach of the Population Health Division, including launching a robust Community Health Worker program; and
- WHEREAS,** Dr. Bonds provided Albemarle County and other localities with critical leadership and insight throughout the two years of the COVID-19 pandemic. Under her leadership the Blue Ridge Health District was one of the first districts to establish a dedicated resource hotline, offer community access to free drive-through COVID-19 testing, and make vaccines available in neighborhoods through the use of a mobile health unit and home-bound services, resulting in the highest vaccination rate in the Commonwealth.
- NOW, THEREFORE, BE IT RESOLVED** that we, the Albemarle County Board of Supervisors, do hereby honor and commend Dr. Denise Bonds for her many years of exceptional service to the residents of Albemarle County and the Blue Ridge Health District. Her lasting legacy of health care service and the tangible results from her work to make the Blue Ridge Health District better for future generations.

Signed this 18th day of May 2022.

**RESOLUTION TO APPROVE
ADDITIONAL FY 2022 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That Appropriations #2022042; #2022043; #202244; and #202245 are approved;
- 2) That the appropriations referenced in Paragraph #1, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2022.

**RESOLUTION TO APPROVE THE AMENDED AND RESTATED
ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL
AUTHORITY SERVICE AGREEMENT**

WHEREAS, the governing bodies of two or more counties, cities, or towns, or a combination thereof, are enabled to create a jail authority pursuant to Virginia Code § 53.1-95.2; and

WHEREAS, the Authority and the Member Jurisdictions (the City of Charlottesville and the Counties of Albemarle and Nelson) initially adopted a Service Agreement on November 15, 1995 with amendments adopted on March 12, 1998 and November 12, 1998 (together, the "Original Service Agreement") establishing the Albemarle-Charlottesville Regional Jail Authority, and setting forth the respective rights and obligations of the Member Jurisdictions regarding the financing, construction, and operation of the regional jail serving their jurisdictions; and

WHEREAS, Section 5.3 of the Original Service Agreement was amended in 2011 to reduce the required Operating Reserve Fund to be maintained by the Authority from 90 days, or 25% of the annual budget, to 20% of the annual budget, and added a provision to allow the Operating Reserve Fund to fall below 20% under certain circumstances; and

WHEREAS, Section 2.2 of the Original Service Agreement was amended in 2012 to allow the County Executive to designate an assistant County Executive to act as his alternative and to vote in his place at Jail Authority Board meetings; and

WHEREAS, the Member Jurisdictions desire to further amend the Original Service Agreement (1) to change the funding formula so that the per diem calculation to fund operational and debt service costs is based on each member jurisdiction's proportionate usage of the jail; (2) to establish Authority Member Jurisdictions' obligations related to capital improvements approved but not placed in service and in the event of insufficient Authority funds for debt service; (3) to change the membership of the Board of the Authority to add a third representative from Nelson County and eliminate the representative now jointly appointed by the County of Albemarle and City of Charlottesville, thereby maintaining an eleven-member Board; and (4) to update certain language and delete other language no longer applicable. The proposed amended and restated agreement also incorporates the Operating Reserve Fund provisions as amended in 2011, and allows the chief executive officers of the Member Jurisdictions to designate other staff members to act as their alternates, who, if approved by their respective governing bodies, may attend and vote in their place.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby approves the Amended and Restated Albemarle-Charlottesville Regional Jail Authority Service Agreement and authorizes the County Executive to execute the Agreement on behalf of the County once it is approved as to form and substance by the County Attorney.

AMENDED AND RESTATED

ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY SERVICE
AGREEMENT

By and Among

THE COUNTY OF ALBEMARLE,

THE COUNTY OF NELSON

and

THE CITY OF CHARLOTTESVILLE

and

THE ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY

AGREEMENT

THIS AMENDED AND RESTATED SERVICE AGREEMENT (the "Agreement") is made this _____ May 2022 by and among the COUNTY OF ALBEMARLE, the COUNTY OF NELSON and the CITY OF CHARLOTTESVILLE, all of which are political subdivisions of the Commonwealth of Virginia (collectively the "Member Jurisdictions"), and the ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY (the "Authority").

RECITALS

WHEREAS, the Authority has been created to provide secure confinement, at the local level, for local and state-responsible inmates, and to enhance the public safety and welfare within the region for the protection of its citizens; and

WHEREAS, the Authority and Member Jurisdictions initially adopted a Service Agreement on November 15, 1995 with amendments adopted on March 12, 1998 and November 12, 1998 (together, the "Original Service Agreement"); and

WHEREAS, the Member Jurisdictions desire to amend and restate the Original Service Agreement containing the authority governing the parties' respective obligations.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I **Definitions**

The capitalized terms in this Agreement have the meanings set forth below unless the context otherwise requires.

"Annual Budget" has the meaning given to such term in Section 4.7.

"Applicable Laws" means all applicable laws, ordinances, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority and all rules, regulations, orders, interpretations, licenses and permits of any Federal, state, county, municipal, regional, foreign or other governmental body, instrumentality, agency or authority.

"Authority" means the Albemarle-Charlottesville Regional Jail Authority, as created by the Original Service.

"Authority Default" has the meaning given to such term in Section 9.1.

"Bonds" means revenue bonds issued by the Authority to finance or refinance the design, construction, equipping and other costs of the Jail and any additions or improvements thereto.

"Capital Expenses" means all costs, including but not limited to costs for architectural,

engineering, planning, legal, financial or other professional services; land acquisition, labor, materials and equipment, contractors' fees, utility connection and building permit fees, capitalized interest, and other charges incurred for demolition, excavation, construction, equipping, paving, or landscaping, incurred or required for building and otherwise completing any addition or renovation to the existing Jail, or for building any future replacement for the Jail. Unless the context clearly indicates otherwise, "Capital Expenses" shall also include "Debt Service."

"Debt Service" means the amounts of principal and interest payable by the Authority under any Obligations. The Member Jurisdictions shall reimburse the Authority for its Debt Service attributable to Capital Expenses, through the per diem rate paid by the Member Jurisdictions for their prisoners, and in accordance with the provisions of Section 5.1 below.

"Expenses" means all expenses which may reasonably be determined by the Authority to be attributable directly or indirectly to the ownership or operation of the Jail and payable as operating expenses in accordance with generally accepted accounting principles and shall also include debt service payments and other capital expenses, required payments to the Operating Reserve Fund established in Section 5.3, required payments to any debt service reserve established in connection with any Bonds and other reasonable or necessary payments required to comply with debt service coverage requirements imposed in connection with any Bonds in Section 5.3.

"Facilities Charge" and "Facilities Charges" means the amounts payable by the Member Jurisdictions as determined in accordance with the provisions of Section 5.1(a)(2).

"Facilities Charge Percentages" has the meaning given such term in Section 5.1 (a)(2)(ii).

"Fiscal Year" means the annual accounting period from July 1 of one year to June 30 of the following year.

"Jail" means the existing regional Joint Security Complex located at 1600 Avon Street Extended, Charlottesville, Virginia, together with any additions or improvements constructed and equipped by the Authority at that location or any future replacement for such facility at such other location as may be determined by the Authority.

"Member Jurisdiction" means the County of Albemarle, the City of Charlottesville, and the County of Nelson, each a political subdivision of the Commonwealth of Virginia, and any other political subdivision that may hereafter join the Authority, but excluding any political subdivision that may have withdrawn from the Authority, as provided in Section 6.7 and 6.8, respectively.

"Member Jurisdiction Default" has the meaning given to such term in Section 9.2.

"Net Debt Service" means the total annual Debt Service on Obligations, less any reimbursements for such Debt Service received from the Commonwealth of Virginia.

"Net Operating Expenses" means Operating Expenses reduced by an amount equal to revenue from (i) non-member jurisdictions (including the state or federal government),

(ii) Operating Expenses of the Authority reimbursed by the Commonwealth of Virginia, and
(iii) all other non-member revenue.

"Non-Member Jurisdictions" means political subdivisions or agencies thereof, including but not limited to, the federal government and the District of Columbia, which utilize the Jail.

"Non-Member Per Diem Rate" means the daily charge to Non-Member Jurisdictions for each Prisoner as determined from time to time by the Authority.

"Notes" means revenue anticipation notes issued by the Authority.

"Obligations" means any Notes, Bonds, lease financing obligations or other instruments of debt issued by the Authority to finance or refinance the Jail serving the Member Jurisdictions.

"Operating Expenses" means all expenditures for salaries, goods, services, utilities, routine maintenance and other items incurred by the Authority in the daily ownership and operation of the Jail, but excludes any Capital Expenses.

"Operating Reserve Fund" means the reserve fund established in Section 5.3.

"Per Diem Rate" means a uniform daily rate equal to Net Operating Expenses plus Debt Service for the relevant Fiscal Year divided by the total number of beds used by Member Jurisdictions in the preceding Fiscal Year divided by 365 or 366 days, as the case may be.

"Placed in Service" means the first day on which the Jail or any addition thereto has been certified by the appropriate authority of the Commonwealth to accept Prisoners.

"Prisoner(s)" has the meaning given in such term in Section 4.1.

ARTICLE II

Creation of Authority

Section 2.1 Regional Jail Authority. By their approval and execution of this Agreement, the Member Jurisdictions hereby reaffirm the establishment in the Original Service Agreement of a regional jail authority pursuant to Chapter 3, Article 3.1 of Title 53.1 (Sections 53.1-95.2 et. seq.) of the Code of Virginia, as amended. The name of the Authority shall be the ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY (the "Authority"). The principal office of the Authority shall be located at the Office of the Superintendent of the Albemarle-Charlottesville Joint Security Complex, 1600 Avon Street Extended, Charlottesville, Virginia 22902.

Section 2.2 Board. The powers of the Authority shall be exercised by a Board (the "Board") consisting of eleven (11) members. Four members shall be from the City of Charlottesville, four members shall be from the County of Albemarle, and three members shall be from the County of Nelson. The first member from the City of Charlottesville, the

County of Albemarle, and the County of Nelson shall be its duly elected sheriff. The second member from the City of Charlottesville and the County of Albemarle shall be a currently serving member of the Jurisdiction's governing body appointed by the governing body. The second member from Nelson County shall be either a currently serving member of the Jurisdiction's governing body or a non-serving citizen of Nelson County. The third member from the City of Charlottesville, the County of Albemarle, and the County of Nelson shall be its current county executive, city manager or other chief executive officer, provided that such officers may designate other staff members to act as their alternates, who, if approved by their respective governing bodies, may attend and vote in place of the chief executives. The fourth member from the City of Charlottesville and the County of Albemarle shall be any other citizen of a Member Jurisdiction appointed by its governing body. The Sheriffs' service on the Authority shall be coterminous with their elected terms, and executive officers' terms shall be coterminous with their employment. Other members shall be appointed for three-year terms. Members may be removed by their appointing authorities for failure to attend meetings or for other sufficient cause. The membership of the Authority may be increased or decreased by joint agreement of the governing bodies of the Member Jurisdictions, subject to the limits imposed by applicable state statutes. Alternates may be appointed as provided by state law.

Any officer or employee of a Member Jurisdiction, appointed to the Board by that Member Jurisdiction, who ceases to hold office or be employed in the Member Jurisdiction shall vacate his or her seat on the Board, unless reappointed by the governing body of the Member Jurisdiction.

The Board shall establish bylaws governing the election of officers, the conduct and scheduling of meetings and giving notice thereof, and other procedural matters.

Section 2.3 Purpose of Authority. The purpose of the Authority shall be to operate the Jail and to finance, design, construct and operate additions or renovations to the existing jail facility, subject to all zoning and other legal requirements, as described in Article III of this Agreement. The general scope and nature of such improvements and additions and the estimated cost of designing, financing and constructing same are set forth in Section 3.1. It is anticipated that this Capital Expense will be financed through Obligations issued by the Authority, and that reimbursement of a portion of the annual Debt Service on these Obligations will be paid by the Commonwealth of Virginia.

Section 2.4 Powers of Authority. The Authority shall have all powers as set forth in Chapter 3, Article 3.1 of Title 53.1 (Sections 53.1-95.2 et. seq.) of the Code of Virginia, or its successor statutes, as amended from time to time, as well as all other powers conferred by state law upon regional jail authorities, and all powers necessarily and reasonably implied from such expressly granted powers.

Section 2.5 Future disposition of Jail Property. In the event the Authority is to be dissolved or its powers and obligations are to be transferred by operation of law to some other public entity, the Authority shall, if consistent with outstanding bond indentures or other obligations, convey all its real and personal property to such other entity for a consideration of One Dollar. In the event the Authority determines that the real estate and

improvements comprising present Jail property are no longer needed for jail purposes, the Authority shall reconvey the same to the County of Albemarle and the City of Charlottesville, and the County of Nelson or their successors and assigns, as tenants in common.

Section 2.6 Prior Agreement. This Agreement supersedes the Original Service Agreement and all other prior agreements and amendments. Any provision of such earlier agreement inconsistent with this Agreement shall be of no further effect upon the adoption of this Agreement by all of the parties hereto. The Member Jurisdictions agree to consider amending their existing ordinances, and taking such other actions as may be necessary to reflect the transfer of ownership of and responsibility for the Jail from the Regional Jail Board to the Authority consistent with this Agreement.

ARTICLE III **New Construction**

Section 3.1 Construction of Jail Improvements. Any Obligations for future improvements to or expansion of the Jail shall require the approval of the governing bodies of each of the Member Jurisdictions.

ARTICLE IV **Provision of Services, Operation and Maintenance**

Section 4.1 Acceptance of Prisoners. The Authority will accept Prisoners from each Member Jurisdiction (and to the extent space is available, from other jurisdictions, including the federal government and its agencies) who have been (i) duly arrested for committing a criminal offense and held over pending trial or (ii) duly convicted of committing a criminal offense and sentenced to a term of incarceration by a court having proper jurisdiction (the "Prisoners"). If the Jail is at capacity, as defined by the Authority, the Authority shall be responsible for securing alternative housing for all Prisoners from the Member Jurisdictions. The Authority shall first, however, have a duty to remove all Prisoners other than those from Member Jurisdictions from the Jail.

Section 4.2 Commitment of Prisoners. Each Member Jurisdiction agrees to offer to commit all of its Prisoners to the custody of the Authority. Each Member Jurisdiction's prisoners shall be defined as those persons being held for offenses committed in that jurisdiction. To encourage compliance with the provisions of this Section, each Member Jurisdiction hereby agrees that it will refuse to pay for the incarceration of any of its Prisoners committed to custody in any jail other than the Jail unless (i) the Jail is full, (ii) the Authority refuses to accept such Prisoner, (iii) commitment of such Prisoner to a correctional facility other than the Jail is ordered by a court of competent jurisdiction or (iv) a court of competent jurisdiction orders the Member Jurisdiction to make such payment.

Section 4.3 Transportation of Prisoners. Unless the Authority agrees otherwise, each Member Jurisdiction shall be responsible for the initial transportation of Prisoners from such Jurisdiction to the Jail for processing into the Jail population, and for transporting its prisoners from the Jail to court appearances and back. The Authority shall be responsible for transporting Prisoners for medical and dental care and other required purposes and for all costs, expenses and security relating to such Prisoners during transportation.

Section 4.4 Operation and Maintenance. The Authority will operate and maintain the Jail in accordance with all other Applicable Laws. The Authority shall be an equal opportunity employer.

Section 4.5 Insurance. The Authority will maintain hazard, liability or such other insurance as may be required by Applicable Law, or which the Authority may deem advisable.

Section 4.6 Annual Report. The Authority will provide to each Member Jurisdiction on or before each October 1 a report showing the activities of the Authority and its revenues, expenditures, and employee compensation schedules and other similar data for the preceding Fiscal Year.

Section 4.7 Annual Budget. The Authority will provide to each Member Jurisdiction on or before dates in the fiscal year specified by the Member Jurisdictions the Authority's preliminary Annual Budget for the next Fiscal Year and its final Annual Budget for the next Fiscal Year. For each Fiscal Year in which the Jail will be in operation, such Annual Budget shall set forth the Facilities Charge Percentage for each Member Jurisdiction, the Per Diem rate for each Prisoner committed to the Authority by the Member Jurisdictions, as well as the projected number of Prisoners from each Member Jurisdiction, all for the next Fiscal Year. The Authority agrees to set, and revise at least quarterly, if necessary, Facilities Charges that are sufficient to generate revenue adequate to pay Net Operating Expenses and Debt Service for the current Fiscal Year, and to fund any required reserves. Within ten days of any such revision the Authority shall notify each member Jurisdiction of the revised charges and payments required. Any such revision will be based on factors affecting the Jail's revenues or expenditures, including but not limited to changes in assumed or actual occupancy levels, operating expenses, State operating or capital cost reimbursement, and any nonpayment by any Member Jurisdiction or other jurisdiction housing prisoners at the Jail. The Authority will promptly provide copies of any amendments to its Annual Budget to each Member Jurisdiction.

Section 4.8 Books and Records. The Authority will maintain proper books of record and account in which proper entries shall be made in accordance with general accepted accounting principles for governmental bodies, consistently applied, of all of its business and affairs related to the Jail. The Authority shall have an annual audit conducted by an independent outside auditor, with copies being provided to the Member Jurisdictions.

All books of record and account documents in the Authority's possession relating to the Jail shall at all reasonable times be open to inspection by such agents or employees of the Member Jurisdictions as they may designate.

Section 4.9 Majority Required for Authority Decisions. A majority of the members of the Board shall constitute a quorum for the transaction of its business. An affirmative vote of a majority of the full membership of the Board shall be required to adopt the Annual Budget, to amend the Per Diem charges as set forth in Section 4.7, or to approve the creation of any Obligation or any other contract obligating the Authority for longer than one year. All other decisions of the Board may be made by affirmative vote of a majority of the members present and voting.

ARTICLE V
Payments

Section 5.1 Payment from Member Jurisdictions.

(a) Facilities Charges.

(1) In each Annual Budget, the Authority shall establish the Facilities Charge for the following Fiscal Year which shall be revised as necessary as provided in Section 4.7.

(2) The Facilities Charge shall be invoiced quarterly by the Authority 30 days in advance.

(A) The Member Jurisdictions agree to pay their ratable share of the Facilities Charge as budgeted by the Authority in accordance with the percentages established annually pursuant to this Section (the "Facilities Charge Percentages") notwithstanding the actual number of Prisoners committed or expected to be committed, subject to Fiscal Year-end adjustment to reflect actual use.

(B) The Facilities Charge for each Member Jurisdiction shall be based upon the actual Prisoner count at the end of the fiscal year after reconciliation subject to Paragraph 5.7(a). For the period commencing on the date of this Agreement through the Fiscal Year ending June 30, 2022, the proposed Facilities Charge will be paid in accordance with the following percentages:

Member Jurisdiction	Estimated Bed Usage	Facilities Charge Percentage
Albemarle County		__%
City of Charlottesville		__%
Nelson County		__%
Total	_____	100.00%

(C) Beginning with the Fiscal Year that commences July 1, 2023, the budgeted Facilities Charge Percentages shall be adjusted each Fiscal Year to approximate the actual proportionate use of the Jail by the Member Jurisdictions as of the end of the immediately preceding Fiscal Year. Such actual proportionate use for each Member Jurisdiction shall be determined by a fraction the numerator of which shall be the number of Prisoner beds used by the Member Jurisdiction during

the immediately preceding Fiscal Year and the denominator of which shall be the total number of Prisoner beds used by all Member Jurisdictions in the immediately preceding Fiscal Year. Notwithstanding the foregoing, the Authority and the Member Jurisdictions may use such other method for annually adjusting budgeted Facilities Charge Percentages as may be mutually agreeable.

(3) If not paid when due, the Facilities Charge shall bear interest at $\frac{3}{4}\%$ per month until paid; provided, however, that this provision shall not apply in instances where Applicable Law prescribes some other due date or late payment charge.

(4) By the end of each [October] following the immediately preceding Fiscal Year, the Authority shall reconcile the total amount of each Member Jurisdiction's payments to reflect the amount each Member Jurisdiction should have paid during such year based upon actual proportionate use of the Jail and compare it to the amount paid by each Member Jurisdiction. Any Member Jurisdiction which has underpaid shall be notified by the Authority of the amount of the shortfall, which amount shall be paid as an additional sum in equal quarterly installments over the next Fiscal Year. Any Member Jurisdiction that has overpaid shall be entitled to a refund or a credit, as such Member Jurisdiction may elect, in the amount of such overpayment to be applied in equal quarterly installments over the next Fiscal Year; provided, however, no Member Jurisdiction shall be entitled to a full credit until such time as the Authority has received payment of all underpaid amounts. In the event the Authority receives a portion, but not all of the payments due for underpaid bills, the Authority shall apply the amount received ratably as a partial credit to the Member Jurisdictions which overpaid.

(b) If for any reason any new capital improvements to the Jail approved by the Member Jurisdiction but not ultimately placed in service, the Member Jurisdictions shall reimburse the Authority for all expenses, including debt service on the Authority's interim financings, not previously paid by the Member Jurisdictions pursuant to the percentages contained in the table in Section 5.1(a)(2); provided, however, that the payment required by any Member Jurisdiction, will be subject to the appropriation of funds for such purpose by the governing body of such Member Jurisdiction.

(c) If the Authority lacks sufficient funds to pay scheduled debt service on any Obligations, or to pay any debt service reserve funding requirements, the Authority shall promptly notify the Member Jurisdictions of the amount of each insufficiency. Upon such notification, each Member Jurisdiction agrees to pay, subject to the conditions contained in this paragraph, a portion of such deficit equal to its Facilities Charge Percentage then in effect for the then current Fiscal Year as determined pursuant to Section 5.1 (a)(2). Any such payment under this paragraph shall be subject to the appropriation of funds by the governing body of each Member Jurisdiction. In no event shall the obligation of any Member Jurisdiction, under this paragraph (c) or the immediately preceding paragraph (b) be deemed to constitute a debt within the meaning of the Constitution of Virginia.

Section 5.2 Payments from Other Jurisdictions. Within the limits allowed by law, the Authority shall establish a Non-member Per Diem Rate or Rates for the care, maintenance and subsistence of Prisoners from Non-member Jurisdictions. Such Non-member Per Diem Rate charges shall be due and payable to the Authority from Non-member Jurisdictions having Prisoners in the Jail no later than 30 days after receipt of the Authority's periodic billing for such charges and if not paid when due shall bear interest at

such rate as the Authority shall establish until paid; provided, however, that this provision shall not apply in instances where applicable law prescribes some other due date or late payment charge.

Section 5.3 Operating Reserve Fund. The Authority agrees to provide for an Operating Reserve Fund in each of its Annual Budgets in an amount equal to not less than twenty percent of its projected Annual Budget for each year, less debt service. The Operating Reserve Fund will be established as a separate account and will be used to cover periods of revenue shortfall when the Authority's revenues are not sufficient to cover its Operating Expenses or Debt Service, or in such other instances as may be approved by the Authority and concurred in by the chief administrative officers of all member jurisdictions. If such withdrawals reduce the Operating Reserve Fund below twenty percent of the Annual Budget, the Authority shall adopt a plan to restore it to that level over a period not exceed three fiscal years.

Section 5.4 Commonwealth Reimbursement Grants. Any funds that the Authority receives from the Commonwealth of Virginia as reimbursement for Debt Service or other Capital Expenses incurred by the Authority for constructing additions or improvements to the Jail or any replacement Jail will be applied as required by the terms of the Indenture for any Obligations issued to fund such projects.

Section 5.5 Limitation of Liability. The only obligations of the Member Jurisdictions to pay for the establishment, operation or maintenance of the Jail arise out of this Agreement. No such payment responsibility shall constitute a debt of any Member Jurisdiction within the meaning of any constitutional or statutory limitation.

ARTICLE VI

Additional Agreements

Section 6.1 Sale or Other Conveyance. The Authority will not sell, lease, sublease, assign, convey or otherwise voluntarily dispose of the Jail unless all Obligations incurred by the Authority have been or will be paid or deemed defeased in accordance with the agreements under which they were issued.

Section 6.2 Further Documents and Data. The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and consummate the transactions contemplated by this Agreement.

Section 6.3 Right to Access. Each Member Jurisdiction will have reasonable access to the Jail and its records in order to monitor the Authority's compliance with the terms of this Agreement.

Section 6.4 Confidentiality. The Authority will maintain all records and files on the Prisoners on a confidential basis in accordance with all Applicable Laws. Each Member Jurisdiction will maintain the confidential nature of all records and files relating to the Prisoners of other Member Jurisdictions in accordance with all Applicable Laws.

Section 6.5 Notification. The Authority will promptly furnish to each Member Jurisdiction a copy of any notice or order of any governmental authority asserting that the Authority or the Jail is not in compliance in any material respect with any Applicable Law.

Section 6.6 Tax-Exemption Covenant.

(a) The Authority intends to issue its Notes and Bonds in a manner such that their interest is excludable from gross income for Federal income tax purposes under Section 103(a) and related provisions of the Internal Revenue Code of 1986, as amended, and applicable rules and regulations. The Authority and each Member Jurisdiction agree that after the Notes and Bonds have been issued, they will not take any action or omit to take any action which would adversely affect such exclusion.

(b) Pursuant to Section 15c2-12(b) of regulations issued by the Securities and Exchange Commission, the Authority and the Member Jurisdictions will be required to agree with the owners of the Bonds, for as long as the bonds are outstanding, to supply certain national securities information repositories (1) annually certain financial and statistical information, and (2) periodically, notification of certain specified material events affecting the Authority, the Member Jurisdictions and the Bonds. The particulars of this ongoing disclosure requirement will be set forth in the Indenture and in a continuing disclosure agreement for the Bonds. Each Member Jurisdiction agrees to execute and deliver a continuing disclosure agreement and to cooperate with the Authority in fulfilling this requirement, including providing the Authority with timely notice of the occurrence of any of the specified events which are material to its operations.

Section 6.7 Additional Members. Any city, county or town in Virginia may, with the approval of its governing body and with the consent of all of the Member Jurisdictions, join and participate in the Authority under such additional terms and conditions for membership as may be prescribed by the Member Jurisdictions.

Section 6.8 Withdrawal of Membership. Any Member Jurisdiction may withdraw from membership in the Authority by resolution or ordinance of its governing body; however, no Member Jurisdiction shall be permitted to withdraw from the Authority as long as any Obligations of the Authority are outstanding except by unanimous vote of all Member Jurisdictions. No Member Jurisdiction withdrawing without unanimous consent of the other Member Jurisdiction(s) shall be entitled to any reimbursement for its equity in the Jail.

Section 6.9 Change in Independent Status of City. The parties acknowledge that the obligations of the City of Charlottesville under this Agreement presume Charlottesville's continued existence as an independent city. If Charlottesville ceases to be an independent city and becomes a town or other governmental unit that is part of Albemarle County, Charlottesville's obligations under this agreement shall be subject to modification in one of three (3) ways: (a) as prescribed by then-applicable state statutes for such towns or the governmental unit; or (b) as ordered by a court of competent jurisdiction; or (c) as determined by agreement of the parties.

ARTICLE VII
Representations, Warranties and Covenants of Authority

In addition to the covenants in other Articles of this Agreement, the Authority represents, warrants and covenants as follows:

Section 7.1 Organization, Authorization and Validity. The Authority is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth and has duly authorized and delivered this Agreement.

Section 7.2 Authority. The Authority has all requisite authority under the Act to execute and deliver and perform its obligations under this Agreement and is not a party of any indenture, contract or other agreement or arrangement, the performance of which by the Authority would prevent or materially and adversely affect the Authority's ability to perform the terms of this Agreement.

Section 7.3 Non-Contravention. The execution and delivery of this Agreement by the Authority and the consummation of the transactions contemplated in it will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of the Act, the bylaws of the Authority or any material indenture, contract or other agreement or arrangement to which the Authority is a party or by which any of its properties are bound, or any Applicable Law by which the Authority or the Jail is bound.

Section 7.4 Litigation. The Authority is not a party to any legal, administrative, arbitration or other proceeding or controversy pending, or, to the best of the Authority's knowledge, threatened, which would materially adversely affect the Authority's ability to perform under this Agreement.

Section 7.5 Approvals. Except for approvals that may be expressly required by this Agreement, or by the Virginia Board of Corrections, the Authority does not require the consent or approval of any governmental body to carry out the terms of this Agreement.

ARTICLE VIII
Representations, Warranties and Covenants of
Member Jurisdictions

Each Member Jurisdiction represents, warrants and covenants for itself as follows:

Section 8.1 Organization, Authorization and Validity. Each Member Jurisdiction is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth, and each has duly authorized, executed and delivered this Agreement.

Section 8.2 Authority. Each Member Jurisdiction has all requisite authority to execute and deliver and perform its obligations under this Agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by it would prevent or materially and adversely affect its individual performance under this Agreement.

Section 8.3 Non-Contravention. The execution and delivery of this Agreement by each Member Jurisdiction and the consummation of the transactions contemplated in it will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of any charter, resolution or ordinance, any material indenture, contract or agreement or arrangement to which it is a party or by which any of its properties are bound, or any Applicable Law by which it is bound.

Section 8.4 Litigation. No Member Jurisdiction is a party to any legal, administrative, arbitration, or other proceeding or controversy pending, or, to the best of its knowledge, threatened, which would materially and adversely affect its ability to perform under this Agreement.

ARTICLE IX **Defaults and** **Remedies**

Section 9.1 Default by Authority. The occurrence of any one or more of the following events will constitute an "Event of Default" by the Authority ("Authority Default").

- (a) failure of the Authority to pay principal of or interest when due on any Notes, Bonds or other temporary or permanent financing for the Jail issued or obtained by the Authority pursuant to this Agreement;
- (b) the Authority is for any reason rendered incapable of performing any of its material obligations under this Agreement;
- (c) the Authority makes an assignment of all or a portion of its obligations under this Agreement without the prior consent of the Member Jurisdictions;
- (d) the Authority defaults on any of its material obligations under any agreement pursuant to which any Obligations have been issued pursuant to this Agreement and such default is not cured within the applicable cure period;
- (e) any proceeding is instituted, with the consent or acquiescence of the Authority, for the purpose of effecting a composition between the Authority and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the bonds of the Authority; or

(f) the Authority defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to the Authority by any Member Jurisdiction.

Section 9.2 Default by Member Jurisdictions. The occurrence of any one or more of the following events will constitute an "Event of Default" by any Member Jurisdiction ("Member Jurisdiction Default").

(a) failure of any Member Jurisdiction to make payments of Facility Charges in accordance with its respective Facilities Charge Percentage when due;

(b) if any Member Jurisdiction shall for any reason be rendered incapable of fulfilling its obligations under this Agreement; or

(c) if any proceeding is instituted, with the consent or acquiescence of any Member Jurisdiction, for the purpose of effecting a composition between such Member Jurisdiction and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of such Member Jurisdiction; or

(d) if any Member Jurisdiction defaults in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to such Member Jurisdiction by the Authority.

Section 9.3 Remedies of Member Jurisdictions. Upon the occurrence of an Authority Default, any Member Jurisdiction, after giving notice of such Authority Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Authority to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement.

Section 9.4 Remedies of Authority. Upon the occurrence of a Member Jurisdiction Default, the Authority, after giving notice of such Member Jurisdiction Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Member Jurisdiction to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement.

Section 9.5 Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute.

ARTICLE X
Miscellaneous

Section 10.1 Severability of Invalid Provisions. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

Section 10.2 Notices. Any notice or other communication under or in connection with this Agreement shall be in writing, and shall be effective when delivered in person or sent by first class United States mail to the following persons and addresses or to such other persons and addresses as any of such persons may from time to time specify in writing.

If to the Authority:

Chair
Albemarle-Charlottesville Regional Jail Authority
1600 Avon Street Extended
Charlottesville, VA 22901

If to Albemarle County:

County Executive
Albemarle County Office Building 401
McIntire Road
Charlottesville, VA 22902-4596

**If to City of
Charlottesville:**

City Manager
P.O. Box 911
Charlottesville, VA 22902

If to Nelson County:

County Administrator
P.O. Box 336
Lovingston, VA 22949

Section 10.3 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 10.4 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

Section. 10.5 Amendments. This Agreement may be changed or amended only with the consent of the Authority and each Member Jurisdiction. No such change or amendment may be made which will affect adversely the prompt payment when due of all

monies required to be paid by the Member Jurisdictions under the terms of this Agreement, and no such change or amendment shall be effective which would cause a violation of any provision of any resolution, indenture or agreement pursuant to which any Obligations have been issued.

Section 10.6 Effective Date of Agreement. This Agreement will be effective from the date of its approval by each of the Member Jurisdictions and the Authority

Section 10.7 Waiver. Any waiver by any party of its rights under this Agreement must be in writing, and will not be deemed a waiver with respect to any matter not specifically covered. Nothing in this Agreement authorizes the waiver of any Member Jurisdiction's obligation to make payments when due of all moneys required to be paid by the Member Jurisdictions under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates indicated.

COUNTY OF ALBEMARLE

APPROVED AS TO FORM

County Executive

County Attorney

CITY OF CHARLOTTESVILLE

APPROVED AS TO FORM

City Manager

County Attorney

COUNTY OF NELSON

APPROVED AS TO FORM

County Executive

County Attorney

**ALBEMARLE-CHARLOTTESVILLE
REGIONAL JAIL AUTHORITY**

APPROVED AS TO FORM

Chair

Attorney

**RESOLUTION TO CONTRIBUTE FUNDING TO THE TOWN OF
SCOTTSVILLE DOWNTOWN PEDESTRIAN IMPROVEMENT PROJECT**

WHEREAS, the Town of Scottsville is undertaking a downtown pedestrian improvement project, constructing sidewalks along Bird Street to the terminus of the Levee Trail and adding missing sidewalk segments along Harrison and Main Streets, with the additions of crosswalks and curb ramps providing safety and ADA access. The Town's total project cost is \$400,000, with \$320,000 provided by the Commonwealth Transportation Board through the Transportation Alternatives Program, and the Town pledging \$80,000 to support the project; and

WHEREAS, the County generally supports the Scottsville downtown pedestrian improvement project and is willing to fund \$60,000 of the project's required local contribution.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby directs the Department of Finance and Budget to make a \$60,000 contribution to the Town for its downtown improvement project.

RESOLUTION APPROVING THE EDA BUILDING REUSE GRANT

WHEREAS, on October 19, 2021, the Board and the Economic Development Authority held their joint meeting and expressed support and interest in creating a Building Reuse Grant to assist growing businesses that could not find suitable commercial or industrial space within the County; and

WHEREAS, the Economic Development Authority has created a draft Building Reuse Grant Policy that includes criteria identified by the Board to be administered by the Economic Development Authority.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia, hereby approves the Building Reuse Grant Policy (Attachment A).



Albemarle County Building Reuse Grant Policy

I. Mission

The mission of the Economic Development Office (EDO) is “To attract additional financial resources into the community through responsible economic development activities that enhance the County’s competitive position and result in quality job creation and career employment opportunities, increased tax base, enhanced natural resources and community character, and an improved quality of life for all citizens.”

To forward this mission, the EDO and the Economic Development Authority (EDA) pursues the goals, strategies, and objectives of its strategic plan, [Project ENABLE](#).

II. Introduction

A fundamental goal of Project ENABLE is to support the retention and expansion of County-based businesses. One consistent barrier to business growth is the limited supply of existing buildings that are suitable for business use. In addition, the costs associated with improving buildings and sites in the County are relatively high when compared to other locations in the region, which negatively impacts competitiveness.

The low supply of sites and buildings in combination with the relatively high costs of renovations often results in delayed and/or reduced capital investment. It also leads existing, growing businesses to seek locations outside of the County. The goal of the Building Reuse Grant is to foster business growth within the County by reducing the capital costs associated with improving existing buildings and sites.

III. Additional Policy Support

The adaptive reuse of existing buildings and sites is a goal of several County policies, including the Comprehensive Plan and the Climate Action Plan. By maximizing the use and re-use of existing buildings and sites, this grant supports the County’s growth management policies and sustainability goals.

In addition, the relatively high cost and low supply of available buildings and sites negatively impacts the County’s core value of “Community” which expects “diversity, equity and inclusion to be integrated into how we live our mission.” Under-resourced and underserved entrepreneurs, such as women, minority, and veteran-owned businesses, face significant barriers to accessing capital. This grant can play a positive role in addressing this inequity by providing additional opportunities for these businesses to grow.

IV. Intention

The principal goal is to support business retention and expansion that otherwise would not be financially feasible without the County’s participation. To maximize the grant’s impact, priority will be given to grants that:

- Range between \$25,000 and \$250,000 per grant (subject to budget resources)
- Support the growth and expansion of existing County businesses
- Support businesses owned by under-resourced and underserved entrepreneurs
- Support businesses that are at-risk for leaving the County

V. Overview and Eligibility

Any eligible property owner or business may apply for the grant. The grant will reimburse up to 50% of capital costs in a structure or for infrastructure serving the site where the business will be located. The grant will be provided to the applicant after the lease is signed and improvements are made.

For property owners: What types of sites are eligible? Each property must meet the following criteria:

- Held by an entity/property owner in good financial standing with the County;
- Be a commercially or industrially-zoned space within the Development Area;
- Be a space that has been vacant and unoccupied for at least 6-months;
- Renovate or build out a space for a business that meets the criteria below.

For businesses: What businesses are eligible? Each grantee must meet the following criteria:

- Be a for-profit business in good financial standing with the County;
- Make capital improvements to a building or site available for business that has been vacant and unoccupied for at least a 6-month period;
- Sign a lease to operate in the improved space for at least 3-year period.

What types of costs are eligible for reimbursement?

Only capital improvements necessary for the business operation are eligible for the grant. Examples of capital improvements include (but are not limited to):

- Renovation or build-out of publicly or privately-owned buildings;
- Required site work (grading, drainage, paving, etc.) to prepare a site for construction of eligible capital improvements;
- Public and private utility (water/sewer/power) extensions or expansions;
- Public and private installation of internet to establish connectivity.

Ineligible costs include fixtures, furniture, equipment (FFE), landscaping, proffered improvements, and generally anything that's not required to occupy the space or can be easily removed from the property.

NOTE: If the property is listed in the National Register of Historic Places, Virginia Landmarks Register, or is identified as a contributing resource in registered historic district, or is otherwise identified by Albemarle County as a significant historic resource, character defining features of the building and site must be maintained.

VI. Other Factors Considered

The EDO/EDA will also examine these factors when reviewing a Building Reuse Grant application:

- Financial information to determine if the improved space will be used for a "primary business" (generating more than 50% of revenues from outside the Charlottesville MSA)
- Whether or not the company operates within a target industry identified in Project ENABLE;
- Applicant's statement about the critical role of the grant to fill an identified funding gap;
- Concurrence of other state economic development incentives such as the Commonwealth Development Opportunity Fund (COF) or Virginia Jobs Investment Program (VJIP);
- Potential for the capital investments to induce other adjacent businesses and property owners to make improvements, or otherwise catalyze additional business activity.

VII. Determining Specific Grant Amounts

In determining grant amounts, EDO/EDA may consider the following criteria:

- Quantity and quality of jobs as determined by wages and benefits, including the progression from entry level positions to higher levels of pay, skill, responsibility, or authority;
- The length of the lease period;
- Overall amount of private capital investment in the project;
- A return-on-investment analysis and overall impact to the tax base;
- Contributions to community character and the public good;
- Achievement of a specific goal outlined under the County policy;
- Other factors deemed appropriate by the Economic Development Authority.

VIII. Application Process

Interested applicants are encouraged to meet with EDO staff prior to applying. Applications are accepted on a rolling basis and will be reviewed in accordance with the EDA's meeting deadlines.

Points to be addressed in the grant application:

1. Explain the critical role of the grant to fill an identified funding gap.
2. Indicate whether other grant opportunities have already been explored for the proposed capital expenses. Grants may be available from other state and local agencies, such as VEDP, VDACS, VDOT, Albemarle County Broadband Authority, etc.
3. Highlight how the project supports County policy. Please consider each of the following:
 - a. Project ENABLE
 - b. Comprehensive Plan
 - c. County's Strategic Plan
 - d. Climate Action Plan
 - e. Other County policies, etc.

IX. Budget

Funding for the grant will come from the Economic Opportunities Fund and be determined annually. Staff will continuously monitor the fund's balance and consider how any recommended grants will impact resources needed for other emerging opportunities.

X. Terms and Conditions

A written performance agreement between the applicant and EDA will be required. The agreement will include any agreed upon performance requirements, including repayment terms if the applicant fails to meet the performance requirements.

The County Executive's Office, at their discretion, can vary from the eligibility guidelines above.

Disqualifications: Factors which will preclude applicants from participating in the program include nonpayment of taxes or other county fees, non-compliance with local regulations, and conflicts-of-interest.

Date edited 4/27/22

**RESOLUTION SUPPORTING REINTRODUCTION OF
JAMES SPINYMUSSSEL IN ALBEMARLE COUNTY**

WHEREAS, the James Spiny mussel, which is narrowly-restricted in its geographic range, is a federal and state endangered species and a priority species for recovery for the U.S. Fish and Wildlife Service (USFWS) and the Virginia Department of Wildlife Resources (DWR); and

WHEREAS, recovery of the James Spiny mussel from its endangered status will require reintroduction of the species to waterways where it previously occurred within the James River Watershed; and

WHEREAS, pursuant to *Virginia Code* § 29.1-103(6), the DWR may “introduce any new species of game birds, game animals, or fish on the lands and within the waters of the Commonwealth, with the authorization and cooperation of the local government for the locality where the introduction occurs”; and

WHEREAS, the DWR is recommending reintroduction of the James Spiny mussel in Albemarle County, including that portion of the James River and its tributaries within Albemarle County, and is seeking the authorization and cooperation of the County Board of Supervisors for that proposed reintroduction; and

WHEREAS, County staff concurs in the DWR’s recommendation and its proposed reintroduction of the James Spiny mussel in Albemarle County.

NOW, THEREFORE, BE IT RESOLVED that pursuant to *Virginia Code* § 29.1-103(6), the Albemarle County Board of Supervisors hereby supports the Virginia Department of Wildlife Resources’ reintroduction of the James Spiny mussel in Albemarle County.

**RESOLUTION
ACCEPTING THE DONATION OF PARCEL 6-28C
ADJACENT TO PATRICIA ANN BYROM FOREST PRESERVE PARK**

WHEREAS, Patricia Ann Byrom Forest Preserve Park is a park located in and owned by Albemarle County, and

WHEREAS, a private donor has offered to donate Parcel 6-28C to the County to be added as park land; and

WHEREAS, the Board finds that it is in the best interest of the County to accept the proposed donation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Albemarle hereby approves the acceptance of Parcel 6-28C, and authorizes the County Executive, or his designee, to sign any documents necessary to convey the property to the County, once those documents are approved as to form and substance by the County Attorney.

**RESOLUTION TO APPROVE
THE SECONDARY SYSTEM SIX-YEAR PLAN (FY 23-28)**

WHEREAS, Virginia Code § 33.2-331 provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary System Six-Year Plan; and

WHEREAS, the Board has previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (FY 23-28), after being duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List; and

WHEREAS, local and regional representatives of the Virginia Department of Transportation recommend approval of the Secondary System Six Year Plan (FY23-28); and

WHEREAS, the Secondary System Six Year Plan (FY23-28) is in the best interest of the County and of the citizens of the County.

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle County Board of Supervisors hereby approves the Secondary System Six-Year Plan (FY23-28) and authorizes the County Executive to sign the Secondary System Six-Year Plan (FY 23-28); and

BE IT FURTHER RESOLVED, that the Clerk of the Board shall forward a certified copy of this resolution to the District Administrator of the Virginia Department of Transportation.

**RESOLUTION TO DESIGNATE ROUTE 633 (COVE GARDEN ROAD)
AS A RURAL RUSTIC ROAD**

WHEREAS, Virginia Code § 33.2-332 permits the hard-surfacing of certain unpaved roads deemed to qualify for designation as Rural Rustic Roads; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1,500 vehicles per day; and

WHEREAS, the Board of Supervisors of Albemarle County, Virginia ("Board") desires to consider whether the 2.52-mile segment (the "Road") of Route 633 (Cove Garden Road) from 1.75 mi. east of US 29 to 0.1 mi. west of Plank Road, should be designated as a Rural Rustic Road; and

WHEREAS, the Board is unaware of any pending development that will significantly affect the existing traffic on this Road; and

WHEREAS, the Board believes that this Road should be so designated due to its qualifying characteristics; and

WHEREAS, this Road is in the Board's six-year plan for improvements to the secondary system of state highways.

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle County Board of Supervisors hereby designates the 2.52-mile segment of Route 633 (Cove Garden Road) from 1.75 mi. east of US 29 to 0.1 mi. west of Plank Road, as a Rural Rustic Road, and requests that the Residency Administrator for the Virginia Department of Transportation concur in this designation; and

BE IT FURTHER RESOLVED, the Board requests that this Road be hard-surfaced and, to the fullest extent prudent, improved within the existing right-of-way and ditch-lines to preserve, as much as possible, the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Virginia Department of Transportation Residency Administrator.

**RESOLUTION APPROVING THE CONVEYANCE OF SEWER EASEMENTS
TO THE ALBEMARLE COUNTY SERVICE AUTHORITY**

WHEREAS, the County owns Parcels 04600-00-00-005A0 (adjacent to the Kohl's at Hollymead Town Center) and 046B3-00-00-000A3 (Timberwood Parkway near the Lake Hollymead dam); and

WHEREAS, the Albemarle County Service Authority (ACSA) has requested that the County grant easements across these Parcels for the purpose of upgrading the sanitary sewer line across the Parcels.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the County's conveyance of sewer easements to the ACSA across Parcels 04600-00-00-005A0 and 046B3-00-00-000A3, and authorizes the County Executive to sign, in a form approved by the County Attorney, any documents necessary to convey the easements.

**RESOLUTION TO APPROVE AN AMENDED AGREEMENT OF LEASE
BETWEEN THE COUNTY AND THE CROZET SPORTS
COMMUNITY FOUNDATION**

WHEREAS, the Board finds that it is in the best interest of the County to amend the parties' existing Agreement of Lease to add Suite A of the Crozet Library, located at 2020 Library Avenue, to the Lease, effective June 1, 2022;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Albemarle, Virginia, hereby authorizes the County Executive to enter an Amended Agreement of Lease between the County and the Crozet Sports Community Foundation, once approved by the County Attorney as to form and substance.

AMENDED AGREEMENT OF LEASE

THIS LEASE AMENDMENT is made this 23rd day of March 2022 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and CROZET SPORTS COMMUNITY FOUNDATION, INC., Tenant.

WHEREAS, Landlord and Tenant entered into an Agreement of Lease (the "Lease") dated May 17, 2021 for the lease of a portion of the Crozet Library building; 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. Effective June 1, 2022, Tenant will pay Landlord annual rent of \$53,824.80, payable in equal monthly installments of \$4,485.40 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 area to be used solely by the Tenant."
2. The following provision is hereby added to the end of Section 4.1 of the parties' Lease:
 "Upon mutual written agreement of the parties, this Lease may be amended to add additional square footage to the Premises. Should additional square footage be 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 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 rate is defined as the then-current total rent for the term during which the additional square footage is to be added divided by the then-current gross square feet for the term during which the additional square footage is to be added."
3. Effective June 1, 2022, the attached Exhibit A for the Amended Agreement of Lease will replace the Exhibit A attached to the parties' Lease, and will amend the Premises to be leased.

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

CROZET SPORTS COMMUNITY FOUNDATION, INC.

By:  _____
Justin Byrd, President

LANDLORD

This 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 18, 2022.

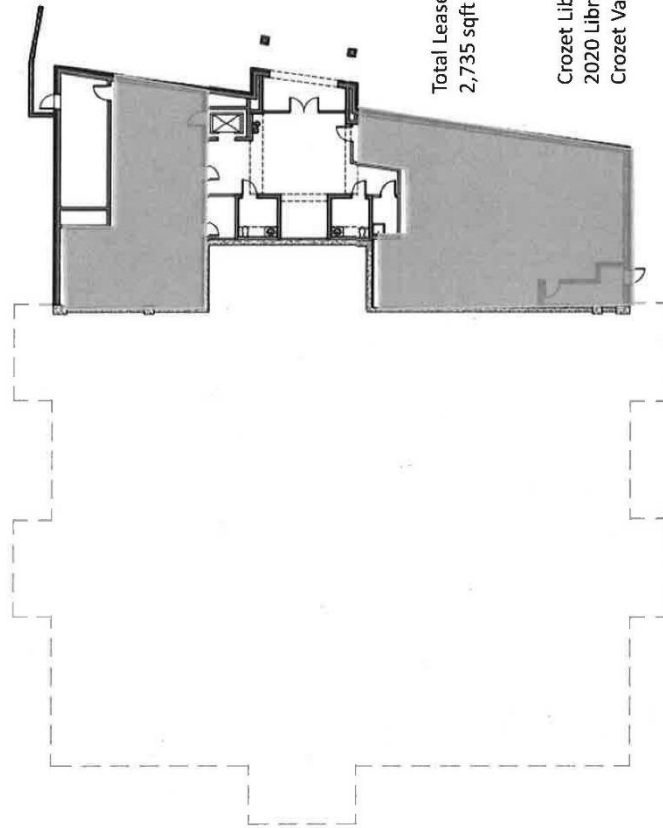
COUNTY OF ALBEMARLE, VIRGINIA

By:  _____
Jeffrey B. Richardson, County Executive

Approved as to form:

 _____
Albemarle County Attorney

EXHIBIT A



Total Leased Premises
2,735 sqft

Crozet Library
2020 Library Avenue
Crozet Va, 22932