

A regular meeting of the Board of Supervisors of Albemarle County, Virginia, was held on June 3, 2015, at 1:00 p.m., Lane Auditorium, County Office Building, McIntire Road, Charlottesville, Virginia.

PRESENT: Mr. Kenneth C. Boyd, Ms. Jane D. Dittmar, Ms. Ann Mallek, Ms. Diantha H. McKeel, Ms. Liz A. Palmer and Mr. Brad L. Sheffield.

ABSENT: None.

OFFICERS PRESENT: County Executive, Thomas C. Foley, County Attorney, Larry W. Davis, Clerk, Ella W. Jordan, and Senior Deputy Clerk, Travis O. Morris.

Agenda Item No. 1. The meeting was called to order at 1:04 p.m. by the Chair, Ms. Dittmar.

Agenda Item No. 2. Pledge of Allegiance.
Agenda Item No. 3. Moment of Silence.

Agenda Item No. 4. Adoption of Final Agenda.

Ms. Palmer **moved** to adopt the agenda as presented. Ms. Mallek **seconded** the motion. Roll was called and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.
NAYS: None.

Agenda Item No. 5. Brief Announcements by Board Members.

Mr. Boyd stated that he had a committee report, but he will present it under the From the Board agenda item.

Ms. Palmer announced the Long Range Solid Waste Planning Committee open house and public outreach will take place on June 4, 2015 from 6:30-8:30 p.m. at the County Office Building-5th Street in Room A.

Ms. Mallek stated the Water Resources Funding Study Committee is having an open house Wednesday, June 24, 2015 in the County Office Building at 6:30-8:30 p.m. and formal program to begin at 7:00 with a presentation by Mr. Greg Harper, the County's Water Resources Manager.

Ms. Mallek noted that a recent journal mailing from the Virginia Outdoors Foundation indicated that Albemarle County is second to Fauquier County for the number of acres held under easement. VOF holds 68,455 acres in Albemarle County, 3,000 less than Fauquier.

Ms. McKeel recognized the students and families of the high school graduates over the weekend, the three high schools, Monticello, Albemarle and Western Albemarle High Schools had hugely successful graduations.

Ms. Dittmar announced that the Department of Environmental Quality will hold a public meeting on June 16, 2015, 6:30 p.m., to discuss the water quality study of impaired streams in Albemarle County, including Lodge Creek, Meadowcreek, Shenk's Branch and others.

Ms. Dittmar announced that the Charlottesville Business Invention recently held its awards gala, and several County residents had received awards for innovative technology.

Ms. Dittmar stated that all but two Board Members attended the 20th Annual Awards Banquet for the Albemarle County Police Department and she presented a message of support representing the people of Albemarle County.

Ms. Dittmar stated that she had presented on a panel with the Jefferson Area Board of Aging (JABA), who had hosted a documentary called "Landscapes of Longevity," which studied three different locations worldwide: one in California, one in Italy and one in Asia, where people are living extraordinary long and healthy lives. She said that the locations are called "blue zones," and the documentary went through the building blocks of having an environment for people to flourish well into their later years. She said that some qualities were here in Albemarle already and some need to be built upon, and added that more information on Landscapes of Longevity is available online.

Ms. Dittmar also noted that the Board has been receiving a fair amount of emails regarding the proposed discussion about expanding the growth area, and is not ready to make decisions about that but will gladly hear from the public about it. She also encouraged the public to listen to the discussion via podcast, as the item will be brought up during Matters from the Board.

Agenda Item No. 6. Proclamations and Recognitions.

Item No. 6a. Virginia Recycling Association 2015 Award for Excellence in Recycling Presentation to Liz Palmer for Outstanding Public Leadership.

Ms. Dittmar introduced the Virginia Recycling Association 2015 Award for Excellence in Recycling presentation to Ms. Liz Palmer for outstanding public leadership and called Tim Lee, President of the Virginia Recycling Association, to the podium.

Mr. Tim Lee, President of the Virginia Recycling Association (VRA), introduced himself and stated that the VRA recognizes the best programs in waste reduction, recycling and litter prevention as well as individuals in the Commonwealth, at their annual conference awards ceremony. He said the VRA is honored to recognize an elected official who demonstrates leadership in advancing public policy in the area of recycling and waste reduction. The individual has made a significant contribution to decisions about a broad range of issues, including waste management programs, promoting and advancing recycling initiatives including the economic development of recycling in Virginia, which translates into jobs. He stated that Ms. Palmer considers recycling an environmental imperative, and because trash collection is a core government service necessary for the health, safety and welfare of citizens, she has gained a thorough knowledge of the industry and understands the economics and operations of convenience centers, transfer stations, collection routes, state and local per bidding, landfill costs and diversion and recycling rates. He said that Ms. Palmer's concern for better recycling options for Albemarle County residence triggered her interest in the Virginia Department of Environmental Quality conference conducted last November in Charlottesville. Mr. Lee reported the VRA partnered with DEQ and other Virginia organizations to sponsor the first Solid Waste and Recycling Stakeholder's Meeting, and more than 200 people attended, representing the private sector as well as local and municipal governments. He stated that Ms. Palmer attended the day-long meetings to gather as much information as possible, and it was very apparent that Ms. Palmer was engrossed in the presentations and issues raised. Mr. Lee stated Ms. Palmer's questions were thought-provoking and significantly expanded the discussions. He said Ms. Palmer is obviously a dedicated public servant by her service and civic engagements, and her active involvement with organizations such as the Albemarle County Service Authority, South Fork Rivanna River Stewardship Task Force, the Rivanna River Basin Commission and the Ivy Creek Foundation Board of Directors demonstrates her passion and commitment to the environment. Mr. Lee stated that the VRA is honored to present Liz Palmer with the Virginia Recycling Association Excellence Award 2015 for outstanding public leadership.

Ms. Palmer responded that she is very proud to accept this award but has to give a great deal of credit to the Long Term Solid Waste Committee, and recognized committee members Steve Janes, Rick Randolph and Peggy Gilges. She stated that the quantity of waste produced and what becomes of it is important to consider in thinking about the kind of world that will be left to future generations. She stated the committee is working hard to develop options for area residents that will allow them to follow their conscience and do the best they can to reduce, reuse and recycle, and noted that the committee's report is due later this summer. Ms. Palmer mentioned that the company that made the award is a Charlottesville company –Rivanna Natural Designs.

Ms. Dittmar congratulated Ms. Palmer and the committee members for their work.

Item No. 6b. Recognition of Dr. Pam Moran as Virginia State Superintendent of the Year.

Ms. McKeel stated that in March the Board recognized Dr. Moran's selection as Region Five's Superintendent of the Year, and today they celebrate her recent selection as 2015 Virginia State Superintendent of the Year. She reported that Dr. Moran's career in public education includes serving as a high school science teacher, an elementary principal, the Albemarle County Assistant Superintendent for Instruction, and Superintendent of Albemarle County Public Schools since 2006. Ms. McKeel stated that Dr. Moran was a 2013 Gubernatorial Appointee to the State Council of Higher Education in Virginia, was a former member of the Governor's Commission on Higher Education, and has held numerous local and state leadership positions. Ms. McKeel stated that Dr. Moran is also one of the nation's leading authorities on integrating contemporary technologies in K-12 education while focusing on developing students' skills, creativity, collaboration, critical thinking and communication. She said the Albemarle County Public Schools' "Maker" curriculum has attracted the interest, tours and visits from leading universities across the country as well as the New York Hall of Science and Smithsonian Museum, and has been presented in national conferences including the White House. Ms. McKeel stated that under Dr. Moran's leadership Albemarle County Schools have on time graduation rate approaching 95%, and students' SAT scores consistently exceeding the national average – all while expanding opportunities for all students, such as the AVID Program at Jack Jouett Middle School which is ranked among the top 3% in the world. Ms. McKeel said the Albemarle County Schools dropout rate is 2% compared to the state wide average of 6%. Ms. McKeel said that for the last 18 years, Dr. Moran's visionary leadership has brought innovation and educational best practices to our classrooms, and the high school academy model, instructional coaching model and workforce development focus are examples. She thanked Dr. Moran on behalf of the entire community for providing extraordinary leadership in advancing student learning, and said that Dr. Moran has been a strong voice in local, state and national arenas advocating on behalf of all teachers, students and staff.

Dr. Moran stated that she appreciates Ms. McKeel's introduction and congratulations. She further reiterated what she had stated in March, that it is all about team and there is no "I" in team, and anything attributed to her is really about the work of many parents, many teachers, principals and students to make

the community a better and more educated place, and to ensure, as stated in the mission, that we are sending our kids out ready to be wonderful citizens, to be ready for post-secondary education at any level and to be really ready to go to work and to make the community, state, nation and world a better place.

Item No. 6c. Resolution of Appreciation – Kathy Ralston.

Ms. Mallek and Mr. Boyd expressed their appreciation for Ms. Kathy Ralston, and stated that the DSS staff reflects her leadership and character.

Mr. Sheffield, Ms. McKeel, Ms. Palmer and Ms. Dittmar read the following resolution recognizing Ms. Ralston:

Katherine A. Ralston

*Recognizing and honoring thirty nine years of dedicated service
to the citizens of Albemarle County, Virginia*

WHEREAS *Katherine A. “Kathy” Ralston served the citizens of Albemarle County with superior distinction for a total of thirty-nine years as a member of Albemarle County Department of Social Services (ACDSS) including eighteen years as Director and eleven years as Deputy Director; and*

WHEREAS, *in recognition of her many contributions to the community and as champion of the ACDSS mission to provide services that promote self-sufficiency and support individual and family safety and well-being, Kathy was awarded the John L. Snook Award for child advocacy in 2001; and*

WHEREAS, *Kathy was a strong advocate for the thoughtful and deliberate expansion of the Department’s array of programs and services including the development and delivery of the Bright Stars program - a collaborative, high quality, school-based pre-school and prevention program for at-risk children and their families; and*

WHEREAS, *during her tenure Kathy was a champion of the high performance organization model of success and demonstrated the value of its practices and principles in guiding the performance of the Department, the behavior of employees and, ultimately, the effective delivery of programs, benefits and services to the residents of the County, especially those most vulnerable; and*

WHEREAS, *under Kathy’s exceptional leadership, in recognition of achievements in continuous quality improvement the Albemarle County Department of Social Services was awarded the Senate Productivity and Quality Award in 2007 and 2009 and received a national Alliance for Innovation Award in 2009; and*

WHEREAS, *throughout her career, Kathy offered her considerable energy, expertise and experience in support of service to children and families throughout Albemarle County, the broader community and the Commonwealth with active participation in numerous work groups, commissions and committees including Governor Wilder’s Welfare Reform Task Force, Governor Allen’s Advisory Panel on Welfare Reform, the Action Alliance for Virginia’s Children & Youth Advisory Council, the Prevent Child Abuse Virginia Board and many, many local and regional endeavors.*

NOW, THEREFORE, BE IT RESOLVED *by the Albemarle County Board of Supervisors that Kathy is hereby honored and commended for her many years of exceptional service to the Department of Social Services, Albemarle County residents, the broader community in which we live and the entire Commonwealth of Virginia with knowledge that we are strengthened and distinguished by the contributions of employees such as Kathy Ralston whose leadership, dedication, commitment, professionalism and compassion in meeting community needs make Albemarle County a better place in which to live and work; and*

BE IT FURTHER RESOLVED, *that Kathy be celebrated for her life-long passion as an advocate for the eradication of poverty and champion for all good things that good public servants do to help those most vulnerable achieve greater independence and self-sufficiency; and*

BE IT RESOLVED FINALLY, *that a copy of this resolution be spread upon the minutes of this meeting of the Albemarle County Board of Supervisors in perpetuity as testament to the high esteem in which Kathy is held by this Board and with sincere gratitude for an extraordinary life of service to this community.*

Signed and sealed this 3rd day of June, 2015

Mr. Sheffield **moved** to adopt the resolution as presented. Mr. Boyd **seconded** the motion. Roll was called and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.

NAYS: None.

Ms. Ralston stated that the Department of Social Services serves family members of all ages, and it is the many hands of staff that make the difference – as does staff from other departments in the County – as they are one organization committed to excellence. She also expressed her appreciation to the Board for

their hard work and their support for DSS, and to her family for their support at home. Ms. Ralston stated that there is much more work to be done, and encourages the Board to continue in that regard. She noted one of her favorite books is *The Trusted Leader*, edited by Terry Newell, who is a good friend and coach to her department, and she recognizes her staff present at the meeting.

Agenda Item No. 7. From the Public: Matters Not Listed for Public Hearing on the Agenda.

Mr. Tom Olivier of the Samuel Miller District addressed the Board and stated many were surprised recently when they learned at their May 13, 2015 meeting with almost no public notice, the Board had inserted an 82-acre growth area expansion proposal into the Comprehensive Plan that goes to public hearing the following week. He stated that growth area expansions are big deals, normally the Planning Commission staff and the public have ample opportunities to review, analyze and comment on the proposals, but not so this time – and he wonders why not. Mr. Olivier stated that the public is aware that some of the recent closed sessions dealt with economic development and the May 6 closed session dealt with a company considering moving here. After all the assurances that have been made by economic development staff that County economic development programs would be compatible with existing County policies and procedures, he wonders if this expansion of the growth areas by this awful process is being pursued to lure a company to move here. Mr. Olivier said this will be a terrible precedent, and he seeks evidence that the County has not abandoned the planning practices that have kept the community such an excellent place to live for so long. He asked that the Board withdraw the recently added proposed development area expansion from the draft Comprehensive Plan and further asked that the Board explain the purpose behind this proposal and then subject the expansion proposal to the extensive review that growth expansion proposals usually receive. Mr. Olivier also thanked the Board.

Mr. Morgan Butler of the Southern Environmental Law Center stated that he is before them to speak on the proposed growth area expansion at the I-64/Route 29 interchange that came up unexpectedly at the end of their last meeting. Mr. Butler stated that working to contain growth in the designated growth areas has long been the cornerstone of Albemarle's Comprehensive Plan, as it is a key to achieving the fiscal and environmental goals. Mr. Butler noted as Mr. Olivier stated that any proposal to expand those boundaries is a big deal. He also stated that it was not to say they should never be expanded or even that this particular proposal is not worth vetting, but it is absolutely essential that the Board not make a decision until after all the pros and cons of the expansion are put on the table and the potential impacts and mitigation strategies are fully explored with the Planning Commission and the public. Mr. Butler also stated as a party who has been closely participating to the update to the Comprehensive Plan of last four years, the SELC does not see where that has happened with this proposed expansion – and the closest thing they can find is the Planning Commission's March 20, 2012 work session at which time all the interstate interchanges were discussed. He further stated that the review of the 29/64 interchange was primarily focused on the parcels in the growth area, and the only discussion of expanding the growth area was limited to discussing better road access to those parcels. He said that nothing else can be found that staff has ever presented or the Planning Commission has ever squarely addressed regarding: 1) what is the appropriate scale of industrial use on this 83 acre parcel that is at issue now; 2) what types of industry will be most appropriate there, if any; 3) what impact it might have on Route 29 and the nearby neighborhoods and resources; and 4) what types of mitigation would need to be included if it were to be added. Mr. Butler stated these are all critical issues to be thoroughly vetted before deciding to expand the growth area, and he urged the Board to pull this issue out of the Comp Plan hearing the following week and process it independently as an amendment to the Comprehensive Plan, beginning with a closer view by the Planning Commission in a public meeting in front of the Planning Commission. Mr. Butler thanked the Board.

Ms. Wren Olivier stated that she is a resident of the Samuel Miller District and is before them to speak on the matter of opposing the expansion of the growth area as the previous speakers have mentioned. Ms. Olivier stated that she objects to the manner the Board is trying to do this by asking the Planning Commission to include this expansion of this growth area in the Comprehensive Plan without going through the usual review process with the Planning Commission and public comment period, and emphasized this is not the usual government process expected in Albemarle County. She stated she also objects to this proposal because if it goes through it will reduce the rural areas, and as a native of Albemarle County it is extremely disheartening to see the rural areas being eaten up. Ms. Olivier stated the Board can say this proposed expansion is no big deal it as it is only 82 acres and only 32 acres will be developed because the rest of it is steep slopes, and it is in jurisdictional area where water and sewer is available, but if it happens it is 82 acres gone forever. She noted it will be 82 acres here and 82 acres there and the rural areas will slowly disappear, and asked the Board to remove the proposal and put it through the usual review process.

Mr. Jeff Werner of the Piedmont Environmental Council asked the Board to separate the expansion of the growth area of 29 and 64 out of the Comp Plan discussion for the public to fully review it. He said while it appears small in scale, this change in policy and process lacks substantive analysis, and that is not comprehensive planning. Mr. Werner stated that defined growth areas are important, as they foster efficient infrastructure investment and provides guidelines so that people know they can develop their land, and people outside know that the rural area will stay rural. He stated the Piedmont Environmental Council takes seriously any adjustment in growth area boundaries, and in the past, some have been opposed and some have had very little opposition. Mr. Werner stated that Albemarle County has always followed a process to inform the community. He said that Mr. Butler referred to the 2012 Planning Commission discussion, but he wants to add a few comments from the meeting minutes, as Ms. Echols noted "the need for more detailed review of what the Commission had just seen" and Ms. Catlin mentioned "aligning what happens in the urban

interchanges with the needs of target industries,” adding, “This may require coming back to the Commission and revisiting some of this.” Mr. Werner said that Mr. Franco stated, “There is a lot of additional study that is required.” Mr. Werner noted that on the night the Planning Commission reportedly vetted this, it was clear more information was needed. He said that finally, beyond the concerns about process, PEC believes the County will make a huge mistake with any action which could result with a signalized intersection on Route 29 south of I-64. Mr. Werner stated that given everything the community has been through and everything that has occurred over the last several decades, it is difficult to imagine how the Board would validate such a step backwards in preserving capacity on Route 29.

Mr. John Cruickshank addressed the Board, stating that he lives in the City but still has a home in the White Hall District and is representing Piedmont Group of the Sierra Club regarding the expansion of the growth area. Mr. Cruickshank mentioned he was with Greer Elementary School fourth graders at Camp Albemarle earlier that day and their enthusiasm for the nature and trees inspired him to be careful before proceeding with development. Mr. Cruickshank urged the Board to be very stingy with the rural areas and emphasized that it is easy to cut down trees and build a road – but there has never been a road given up for forest development. He further asked the Board to follow the process, involve the public, and take this expansion out of the Comp Plan.

There were no further public comments, and the Chair closed the matters from the public portion of the meeting.

Agenda Item No. 8. Consent Agenda.

(Discussion: Ms. Mallek said she needed to pull her portion of the minutes of October 1, 2014. Ms. Palmer said she needed to pull her portion of the minutes of November 12, 2014. Mr. Boyd stated that he needed to pull his portion of the minutes of October 8, 2014.

Ms. Mallek stated that she needs more information about the lapse factor item.

Ms. Dittmar stated that Item 8.13 contains good information about broadband and the work of the committee. She added that she and Ms. Palmer will provide an update later in the meeting.)

Ms. Mallek **moved** to approve Items 8.1 (as read) through 8.8 on the consent agenda. Ms. McKeel **seconded** the motion. Roll was called and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.
NAYS: None.

Item No. 8.1. Approval of Minutes: October 1, October 8 and November 12, 2014.

Ms. McKeel had read the minutes of October 1, 2014 - Pages 1-36(end at Item #10), and found them to be in order.

Ms. Dittmar had read the minutes of October 8, 2014, pages 52(begin with Item #14), and found them to be in order.

Mr. Sheffield had read the minutes of November 12, 2014 - Pages 1-29(end at Item #15), and found them to be in order.

By the above-recorded vote, the Board approved the minutes as read and carried the remaining minutes to the next meeting.

Item No. 8.2. Mossy Brook Court Road Name Change.

The executive summary states that pursuant to Part I, Section 6 (e) of the Albemarle County Road Naming and Property Numbering Manual, road name change requests shall be forwarded to the Board for approval upon validation of the following: That the landowners of more than fifty percent (50%) of the parcels served by the road have signed a petition in favor of a common road name, and that the proposed road name is otherwise consistent with the road name guidelines set forth in the Manual.

The landowners of the properties served by Mossy Brook Court have submitted a request to change the road name of Mossy Brook Court to Double Eagle Trace (Attachment A). Staff has reviewed the road name request for Mossy Brook Court at its intersection with Frays Ridge Crossing, and the property owners of all seven parcels being served by the road have signed a letter of agreement to the new road name.

There is no anticipated budget impact. The landowners will be responsible for the costs associated with new signage.

Staff recommends that the Board approve changing the road name of Mossy Brook Court to Double Eagle Trace and authorize staff to implement the change.

By the above-recorded vote, the Board approved changing the road name of Mossy Brook Court to Double Eagle Trace, and authorized staff to implement the change.

Item No. 8.3. Agriculture and Forestry Industries Development Fund (AFID) Grants to Kelly Turkeys and 20 Paces.

The executive summary states that during the 2012 General Assembly session, legislation was adopted to establish the Governor's Agriculture and Forestry Industries Development Fund (AFID) to promote new economic opportunities specifically for agriculture and forestry value-added or processing projects. AFID grants are made at the discretion of the Governor with the expectation that grants awarded to a political subdivision will result in a new or expanded processing/value-added facility for Virginia grown agricultural or forestal products. The amount of an AFID grant and the terms under which it is given are determined by the Secretary of Agriculture and Forestry and approved by the Governor. An AFID grant is awarded to a political subdivision for the benefit of the business, with the expectation that the grant will be critical to the success of the project.

Grants are made upon an application by both the locality and the business beneficiary for a project under the following conditions:

- The business beneficiary is a facility that produces "Value-added agricultural or forestal products"
- A minimum of 30% of the agricultural or forestry products to which the facility is adding value are produced within the Commonwealth of Virginia on an annual basis in normal production years
- The grant request does not exceed \$250,000 or 25% of qualified capital expenditures (whichever is less)
- The applicant provides a dollar-for-dollar matching financial commitment (cash or qualified in-kind)
- A performance agreement is executed between the applicant and the company to ensure fulfillment of promised job creation, capital investment and purchase of Virginia grown agricultural or forestry products

In 2015, the County was approached by two separate farming operations, Kelly Turkeys and 20 Paces, to apply for AFID funding on behalf of their respective growing operations.

Kelly Turkeys and 20 Paces applied to the Virginia Department of Agriculture and Consumer Services (VDACS) AFID program to access gap resources for their respective agri-business enterprises.

Kelly Turkeys, which grows, processes, and sells high-end, heritage breed turkeys through direct and retail markets, is investing \$1.4 million in a new facility and creating 33 jobs. The project will restore a farm in western Albemarle County and will provide for free-range, heritage turkey farming. Pursuant to the AFID grant condition requiring match funding, the County would provide \$29,000 from its Economic Opportunity Fund (EOF) to match the AFID grant of \$29,000 if awarded.

20 Paces, a sheep and goat dairy farm, committed to a \$321,000 capital investment and six full-time jobs. The project will include the restoration of a former dairy barn and expansion of operations to accommodate sheep's milk and goat's milk cheese production on an historic farm in southern Albemarle County. In addition to producing high-end cheeses and meats for restaurants and specialty cheese retailers, 20 Paces will ensure the transfer of farming expertise between generations through an apprenticeship program, dedicated to sharing dairy farming knowledge with the community. Pursuant to the AFID grant condition requiring match funding, the County would provide \$11,000 from its EOF to match the AFID grant of \$11,000 if awarded.

Both projects are required to have a performance agreement to ensure the jobs and qualified investment goals are reached within three years. Any breach of the performance agreement would require that the grant funding be repaid.

Following the Board's authorization, the County Executive will sign the performance agreements for the projects on behalf of the County subject to approval of the agreements as to form and content by the County Attorney. The performance agreements must also be approved by the EDA and signed by representatives of the EDA, Kelly Turkeys and 20 Paces. Once the performance agreements are fully executed, the County Executive will submit the signed agreements to VDACS and request disbursement of the AFID funds. When the County receives the AFID funding for the projects, staff will request that the Board re-appropriate the AFID funds and the EOF funds to the EDA. The EDA, pursuant to the performance agreements, will disburse the funds to Kelly Turkeys and 20 Paces.

If the Board approves the County's participation in the AFID applications, \$29,000 in EOF funding would be allocated to Kelly Turkeys and \$11,000 would be allocated to 20 Paces, for a total allocation of \$40,000 from the EOF in FY 16, leaving a balance of \$210,000 in the EOF.

Staff recommends that the Board authorize the funding match required for the AFID grants of \$29,000 for Kelly Turkeys and \$11,000 for 20 Paces from the EOF and authorize the County Executive to sign the required performance agreements on behalf of the County subject to approval of the agreements as to form and content by the County Attorney and to request the disbursement of \$29,000 and \$11,000 of AFID grant funding from VDACS to the County.

By the above-recorded vote, the Board authorized the funding match required for the AFID grants of \$29,000 for Kelly Turkeys and \$11,000 for 20 Paces from the EOF and authorized the County Executive to sign the required performance agreements on behalf of the County subject to approval of the agreements as to form and content by the County Attorney, and to request the disbursement of \$29,000 and \$11,000 of AFID grant funding from VDACS to the County.

Item No. 8.4. Old Crozet School Arts (OCSA) lease for a portion of the Old Crozet Elementary School.

The executive summary states that the Old Crozet Elementary School was built in 1924 and was used as a public school until 1990. From 1991 through 2007, the Charlottesville Waldorf School leased the facility. The facility was then vacant from 2007 until 2009, when the Board approved leases with the Old Crozet School Arts (OCSA) and the Field School of Charlottesville for separate portions of the facility. Currently the OCSA leases 4,826 square feet and the Field School of Charlottesville leases 13,270.23 square feet. Both have been excellent tenants.

The fifth and final annual term of OCSA's existing lease expires on July 31, 2015. The OCSA has expressed an interest in continuing to lease its current space. The attached proposed lease (Attachment A) includes the following provisions: • An initial one-year term beginning August 1, 2015 • Automatic annual renewals unless written notice is given no later than 60 days prior to a term expiration • An effective rental rate of \$4.67 per square foot (consistent with the rate being charged the Field School of Charlottesville) and a rent escalator for subsequent years based on an inflation index • A utility provision under which the County would provide water, sewer, electricity, and heating as part of the Tenant's rent • A mechanism to add additional square footage to the leased space and a methodology for calculating the additional rent Virginia Code § 15.2-1800 requires that the Board hold a public hearing prior to the proposed conveyance of this interest in County-owned real property.

The lease is expected to generate \$22,534.86 in its first year.

Staff recommends that the Board schedule a public hearing on July 1, 2015 to consider a proposed lease with the OCSA for a portion of the Old Crozet Elementary School.

By the above-recorded vote, the Board scheduled a public hearing on July 1, 2015 to consider a proposed lease with the OCSA for a portion of the Old Crozet Elementary School.

Item No. 8.5. Interlocal Agreement to Implement the Workforce Innovation and Opportunity Act.

The executive summary states that the Workforce Investment Act of 1998 (WIA), which is administered by the U.S. Department of Labor (DOL), was established not only to create opportunities for job seekers to gain self-sufficiency skills and employment, but also to assist employers in gaining a qualified workforce that would meet their current and future job demand. The DOL provides funding through the WIA to states to provide these services to job seekers and employers. When the WIA was enacted, it established Workforce Investment Boards (WIBs) to oversee the funding of these programs, and also to provide solutions and insight to regions regarding workforce development activities and strategies. The Piedmont Workforce Network (PWN) is the WIB serving Local Workforce Investment Area 6 (LWIA 6) which consists of 10 counties (Albemarle, Culpeper, Fauquier, Fluvanna, Greene, Louisa, Madison, Nelson, Orange and Rappahannock) and the City of Charlottesville. When the WIA was signed into law, the 11 jurisdictions of LWIA 6 were required to enter an Interlocal Agreement to establish the LWIA and to outline the responsibilities of each locality. This Interlocal Agreement specified that the Chief Local Elected Officials of the 11 localities, or their designees, would serve on the PWN Council, which would oversee the fiscal allocations and the programmatic processes of LWIA 6. The Interlocal Agreement also established the WIB's structure and composition and outlined the process for nominations and appointments (as set forth by federal and state law). This agreement has been in effect since December 21, 2000, with the latest amendment in 2008. In 2014, the federal government replaced the WIA with the Workforce Innovation and Opportunity Act (WIOA). As a result, all current agreements, policies, and procedures, including the Interlocal Agreement for the PWN, must be redone and updated to reflect the new legislation.

PWN staff, with input from the County and the City Attorney's Offices, composed a new Chief Local Elected Officials (CLEO) Agreement in accordance with federal and state legislation. The proposed new Agreement outlines many of the same responsibilities and procedures as the current Interlocal Agreement.

For example, as before, the PWN Council remains composed of the Chief Local Elected Official (Board Chair or Mayor) of each participating locality. However, the Chief Local Elected Official may designate another designee to serve on the PWN Council in his/her place. The proposed new Agreement also makes the necessary changes from 1998 to the present, including the required composition of the Local WIBs.

Furthermore, the word "Investment" in the titles of the Local Area and Workforce Boards has been changed to "Development" (i.e. Workforce Development Boards, Local Workforce Development Area). The main change to the proposed Agreement is in the composition of the Workforce Development Board, in accordance with federal and state policy. The proposed new composition can be found in Attachment A of the CLEO Agreement. While a majority of the Board's members would still represent the business

community, a number of non-private sector representatives would be eliminated, including those from the Department of Social Services, the Housing Authority, the Department for the Blind and Vision Impaired, and the Senior Community Service Employment Program (SCSEP). While these partners no longer have a mandated seat on the Workforce Development Board, PWN will be including these partners in the committee structure to provide a more detailed look at programmatic and workforce needs. The PWN is asking that each locality that is a party to the Agreement, including Albemarle County, authorize its Chief Local Elected Official to sign the proposed Agreement in order to reestablish the Workforce Development Area and the Workforce Development Board under the new workforce legislation. Pursuant to the terms of the Agreement, the two Albemarle County business sector representatives will be appointed by the PWN Council.

Funding for these programs will still flow through the Grant Recipient (the City of Charlottesville) to the fiscal and administrative agent (Central Virginia Partnership for Economic Development). The Agreement itself does not obligate the County to approve any appropriation or allocation.

Staff recommends that the Board adopt the attached Resolution (Attachment B) approving the proposed Chief Local Elected Officials (CLEO) Interlocal Agreement to Implement the Workforce Innovation and Opportunity Act (Attachment A) and authorizing the County's Chief Local Elected Official (the Chair of the Board of Supervisors) to sign the Agreement.

By the above-recorded vote, the Board adopted the following Resolution approving the proposed Chief Local Elected Officials (CLEO) Interlocal Agreement to Implement the Workforce Innovation and Opportunity Act (Attachment A) and authorizing the County's Chief Local Elected Official (the Chair of the Board of Supervisors) to sign the Agreement.

**RESOLUTION APPROVING THE CHIEF LOCAL ELECTED
OFFICIAL AGREEMENT TO IMPLEMENT THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT**

WHEREAS, the Workforce Investment Act was established in 1998 to create opportunities for job seekers to gain self-sufficiency skills and employment and to assist employers in gaining a qualified workforce that meets their current and future job demand; and

WHEREAS, The U.S. Department of Labor provides funding through the Workforce Investment Act to states to provide these services to job seekers and employers; and

WHEREAS, Workforce Investment Boards were established to, among other things, oversee the funding of these programs; and

WHEREAS, the County is one of 11 jurisdictional members of Local Workforce Investment Area 6 that is served by the Piedmont Workforce Network; and

WHEREAS, the 11 jurisdictions entered into an Interlocal Agreement to establish the Local Workforce Investment Area and to outline the responsibilities of each locality, including the requirement that the Chief Local Elected Officials (the Board Chair or Mayor) of the 11 jurisdictions, or their designees, serve on the Piedmont Workforce Network Council; and

WHEREAS, the Workforce Investment Act was replaced with the Workforce Innovation and Opportunity Act in 2014, requiring a new Interlocal Agreement to reflect the new legislation.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the Chief Local Elected Officials Agreement and authorizes the Chair of the County's Board of Supervisors to sign the Agreement.

**CHIEF LOCAL ELECTED OFFICIALS AGREEMENT
AMONG LOCAL GOVERNMENTS IN LWDA 6:**

**ALBEMARLE COUNTY
CITY OF CHARLOTTESVILLE
CULPEPER COUNTY
FAUQUIER COUNTY
FLUVANNA COUNTY
GREENE COUNTY
LOUISA COUNTY
MADISON COUNTY
NELSON COUNTY
ORANGE COUNTY
RAPPAHANNOCK COUNTY**

Area Designation

The localities named above agree to operate as Local Workforce Development Area 6 (LWDA 6) in the Commonwealth of Virginia, also known as the Piedmont Workforce Network (PWN). Each of the localities named above is a party to this Agreement.

Purpose

The purpose of this agreement is to create a Consortium of Chief Local Elected Officials (CLEOs) of the above-named local governments, and to set forth the process, procedures, and responsibilities for implementing the Workforce Innovation and Opportunity Act (WIOA) for Local Workforce Development Area 6 (LWDA 6). The WIOA requires Chief Local Elected Officials (CLEOs) to take certain responsibilities and actions which are enumerated in this document and to appoint and form a working relationship with a local Workforce Development Board.

Consortium of CLEOs formed

By this agreement, the consortium created by this Agreement shall be known as the Piedmont Workforce Network Council (Council) for the purpose of implementing the tasks and performing the continuous oversight responsibilities set forth in the WIOA. Each party to this Agreement authorizes its CLEO to participate in the consortium and designates its CLEO as its authorized representative for purposes of this Agreement.

Grant Recipient

The City of Charlottesville has been designated by the Council as the Grant Recipient of WIOA funds allocated to LWDA 6.

Fiscal and Administrative Agent

The Council has designated the Central Virginia Partnership for Economic Development as the Fiscal and Administrative Agent ("Agent") for WIOA funds allocated to LWDA 6. The Council shall require the Agent to make quarterly financial reports to the Council, in writing. An annual financial audit will be conducted in coordination with the Partnership's audit, according to the requirements of all OMB and federal regulations. Further duties and responsibilities of the Agent will be outlined in the Piedmont Workforce Network Fiscal and Administrative Agent Agreement.

From time to time hereafter, the Council may designate a different agent, by affirmative majority vote of the Council. In the event a different agent is designated, the Council shall enter into a written Fiscal and Administrative Agent Agreement with the new agent. Once approved as set forth in this paragraph, the new designation and new Agreement shall supersede the designation referenced within this document, without the need for an amendment hereof.

Responsibility for use of funds and implementation of the Workforce Innovation and Opportunity Act:

Under the WIOA, the final responsibility for use of the federal funds and for carrying out the tasks set forth in the Workforce Innovation and Opportunity Act rests with the CLEOs. The CLEOs, through the Council, shall enter into a contract with the Agent designated herein above, to perform certain tasks on behalf of the Consortium. Liability insurance will be provided by the Agent, with costs of such insurance to be paid out of the WIOA Administrative funds. The Council shall require that, prior to distribution of any funds under the WIOA, the Agent will obtain liability insurance satisfactory to the Council, providing coverage for each of the local governments and CLEOs forming the Consortium as additional insureds. Coverage shall be no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Piedmont Workforce Network Council Organization

- The term "Chief Local Elected Official" means the mayor of a city or the chair of the Board of Supervisors of a county or another elected official from the Board or Council, as designated by the Board or Council. Documentation of the appointment to the PWN Council will be collected from each City Council or Board of Supervisors' record clerk.
- The Council shall elect a Chair and Vice-Chair from its members. One officer shall be from each Planning District.
- The Chair shall serve on the PWN Board Executive Committee.
- The Vice-Chair shall serve on the PWN Board WIOA Committee.
- The Council will meet as a body, at least quarterly during each fiscal year.
- A quorum of at least 30% will be required for any action to be taken. No action shall be taken by the Council except at a meeting at which a quorum is present.
- Council members shall communicate the activities of the Council and Workforce Development Board to their respective governing bodies.

Piedmont Workforce Network Council Responsibilities

In partnership with the Workforce Development Board, the Council's responsibilities include, but are not limited to the following:

- Developing a vision and goals for the local workforce development system that are aligned with both the economic development mission(s) for the local area and Virginia Board of Workforce Development's goals
- Development of the 4-year local strategic plan;
- Selection of One-Stop Operator(s) and locations;
- Selection of training providers;

- Approval of the local One-Stop Operation(s) budget;
- Program oversight;
- Development of a Memorandum of Understanding for each comprehensive One Stop Center in the region;
- Negotiations with the Governor to reach agreement on local performance accountability measures;
- Any other activities as required by the Workforce Innovation and Opportunity Act, Section 107(d), or by the Governor;
- Designation of an Administrative and Fiscal Agent to act on its behalf relative to the WIOA funds allocated to LWDA 6;
- Any other functions, responsibilities or actions referred to within this Agreement as requiring action by the Council.

Establishment of the Workforce Development Board

The Council hereby establishes the Workforce Development Board for LWDA 6, which will be known as the Piedmont Workforce Network Board (PWN Board). The activities of the WIOA in LWDA 6 shall be carried out by the PWN Board. The membership of the PWN Board shall be determined and appointed by the Council, in accordance with the requirements of WIOA Section 107(b)(2) and in an effort to ensure the most effective, regional participation in the WIOA implementation for LWDA 6 by all participating jurisdictions, partners, and businesses.

1. Composition of the Workforce Development Board

A. Mandatory Members

- The PWN Board will be composed of at least 51% private sector business and industry representatives that are located in the local area that represent a broad range of in-demand occupations available in the local labor market. This includes organizations representing businesses that provide employment opportunities, that at a minimum, include high-quality, work relevant training and development in in-demand industry sectors or occupations in the local area.
- Not less than 20% of the members of the PWN Board must be made up of representatives of labor organizations, apprenticeship programs, or community based organizations. At least two (2) representatives must be from labor organizations. This includes representatives that have been nominated by local labor federations and representatives from apprenticeship programs. Community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including veterans, persons with disabilities, and “out of school” youth can be included in this mix, as long as the aforementioned labor organization representatives are appointed to the local Board.
- At least one representative from the Virginia Employment Commission who administers WIOA Title III activities for the local area.
- At least one representative of eligible providers administering WIOA Title II Adult Education and Literacy activities locally. This includes a local representative from a secondary public school’s Career and Technical Education program.
- At least one representative from a local community college providing WIOA training services.
- At least one representative from a local economic and community development entity.
- At least one representative from the Department of Aging and Rehabilitative Services who administers WIOA Title VI activities for the local area.
- The approved composition of the PWN Board shall be as listed on *Attachment A: Piedmont Workforce Network Board Composition*.

B. Executive Committee

- The PWN Board will elect a Chair from among the private sector representatives. The Chair will serve as the Executive Committee Chair and selects the chairs for all standing committees and taskforces of the local Board. If the PWN Board elects Co-Chairs, both Planning Districts must be represented.
- The PWN Board will elect a Vice-Chair from among the private sector representatives. The Vice-Chair will sit on the Executive Committee as well as represent the PWN Board on the WIOA Committee.
- The Executive Committee will consist of the following members:
 - Chair (or Co-Chairs)
 - Vice-Chair
 - Immediate Past Chair
 - PWN Council Chair
 - All committee chairs
 - One At-Large Member (can be private sector or non-business representatives)

C. Membership Terms

- All PWN Board members will have three (3) year terms, with the exception of Economic Development and Chambers of Commerce representatives, which will have one (1) year terms.
- Members of the PWN Board must be individuals with optimum policy making authority within the organizations, agencies, or entities they represent.
- Members of the PWN Board should be appointed for staggered terms.
- Private sector representatives should be an appropriate mix of small, medium, and large employers that reflect the local labor market, i.e. the business representation should reflect the industry mix in the local labor market.
- Individuals serving on the PWN Board who subsequently retire or no longer hold the position that made them eligible Board members may not continue to serve on the PWN Board. The entity affiliated with the vacating PWN Board member may provide a new representative to the PWN Board.
- Vacancies resulting from resignations or removal of mandatory members must be filled within 90 days.

2. Appointments to PWN Board

The PWN Council shall appoint members to the PWN Board from private sector businesses and industry.

Private Sector Business and Industry Representatives: Private sector representatives can include owners of businesses, chief executives or operating officers of businesses, and other business executives with optimum policy making or hiring authority (ex. Vice Presidents of Human Resources).

1. On behalf of the PWN Council, PWN staff will send correspondence to business and industry organizations (Chambers of Commerce, Economic Development Representatives, etc.) soliciting nominations to the Board.
2. An advertisement will be placed on the PWN website as well as distributed to local partners. PWN staff will also place a notice in a newspaper of general circulation in LWDA 6. The notice will include information on how to access a nomination form. Persons may nominate themselves.
3. Completed nomination forms will be sent to PWN staff for distribution to the PWN Council. The PWN Council must select from those nominated.
4. The PWN Council will select the number of business and industry appointments and their distribution throughout the member localities based on the composition of the PWN Board as outlined in *Attachment A: Piedmont Workforce Network Board Composition*.

The PWN Council shall appoint members to the PWN Board from local educational entities.

Local educational entity representatives must be selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities including local school boards, entities providing vocational education, entities providing secondary adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges, where such entities exist).

1. On behalf of the PWN Council, PWN staff will send correspondence to the appropriate educational entities soliciting nominations to fill the vacancies on the PWN Board.
2. Completed nomination forms will be sent to PWN staff for distribution to the PWN Council. The PWN Council must select from those nominated.
3. The PWN Council will select the number of local educational entity appointments and their distribution throughout the member localities based on the composition of the PWN Board as outlined in *Attachment A: Piedmont Workforce Network Board Composition*.

The PWN Council shall appoint members to the PWN Board from local labor organizations, apprenticeships, or community based organizations.

Labor representatives must be selected from among individuals nominated by local labor federations (or in a local area in which no employees are represented by such organizations, other representatives of employees, such as employee organizations and/or the state AFL-CIO).

Apprenticeship Program Representatives must be selected from among individuals nominated by local economic development representatives or the Department of Labor and Industry.

Community Based Organizations must be selected from among individuals nominated for these PWN Board appointments.

1. On behalf of the PWN Council, PWN staff will send correspondence to the appropriate organizations soliciting nominations to fill the vacancies on the PWN Board.

2. Completed nomination forms will be sent to PWN staff for distribution to the PWN Council. The PWN Council must select from those nominated.
3. The PWN Council will select the number of appointments and their distribution throughout the member localities based on the composition of the local Board as outlined in *Attachment A: Piedmont Workforce Network Board Composition*.

The PWN Council may appoint other members to the PWN Board.

For all other members, individual CLEOs should consult with the appropriate groups in the local area for possible individuals to serve including:

- Representatives of community-based organizations, including organizations representing individuals with disabilities and veterans where such organizations exist in the area.
 - Representatives of local economic development agencies, including private sector economic development entities.
1. On behalf of the PWN Council, PWN staff will send correspondence to the appropriate organizations soliciting nominations to fill the vacancies on the PWN Board.
 2. Completed nomination forms will be sent to PWN staff for distribution to the PWN Council. By law, the PWN Council must select from those nominated.
 3. The PWN Council will select the number of appointments and their distribution throughout the member localities based on the composition of the local Board as outlined in *Attachment A: Piedmont Workforce Network Board Composition*.

Vacancies will be filled using the same procedure as for original appointments.

Shared Responsibility among Members of LWDA 6

While the City of Charlottesville is the Grant Recipient for LWDA 6, all of the local governments named in this Agreement hereby agree to share any and all responsibility for administration and implementation of the WIOA. Nothing herein shall be construed as a waiver of sovereign immunity of or by any participating member locality.

Effective Dates of this Agreement

This agreement shall take effect on July 1, 2015 and shall remain in effect until the WIOA is no longer in effect.

Amendment of the Agreement

This agreement may be modified by a written amendment approved by a majority vote of all members of the Council, following notice of (i) the specific language of the proposed amendment, and (ii) of the date, time and location of the meeting at which the amendment will be presented to Council for a vote. Notice shall be given in writing to the CLEO of each party to this Agreement.

SIGNATURES

County of Albemarle

City of Charlottesville

County of Culpeper

County of Fauquier

County of Fluvanna

County of Greene

County of Louisa

County of Madison

County of Nelson

County of Orange

County of Rappahannock

Fiscal and Administrative Agent
Central Virginia Partnership for Economic Development

ATTACHMENT A: Piedmont Workforce Network Board Composition

Workforce Innovation and Opportunity Act

Business Representatives		Non-Business Representatives	
Albemarle County		VEC	
City of Charlottesville		DARS	
Culpeper County		Adult Education	
Fauquier County		Career and Technical Education (K-12)	
Fluvanna County		Community College	
Greene County		Economic Development	
Louisa County		Labor Organizations	
Madison County		Apprenticeship Program	
Nelson County		Community Based Organizations	
Orange County		Job Corps	
Rappahannock County			
At Large Members			
TOTAL	9	TOTAL	4

Business Representatives:

Private sector representatives representing a broad range of in-demand occupations available in the local labor market. This includes organizations representing businesses that provide employment opportunities that at a minimum, include high-quality, work relevant training and development in in-demand industry sectors or occupations in the local area. All appointments are three (3) year terms.

Locality Representatives:

- Locality representatives are nominated by the local Economic Development Entity in the area and appointed by the Board of Supervisors or City Council in each locality.
- Local Chambers of Commerce
- Representatives must represent employers based on the above definition.

At Large Members:

- 2 Representatives must be from PD-9
- 2 Representatives must be from PD-10
- Nominations will be solicited to all local business and industry organizations (including Economic Development representatives and Chambers of Commerce) in the Planning District and approved by the PWN Council.

Non-Business Representatives:

Representatives of One Stop Partners, Educational Partners, and Labor Organizations. All appointments are three (3) year terms with the exception of Economic Development and Community Based Organization representatives, which will have one (1) year terms.

Virginia Employment Commission (VEC) – local manager from office of the Virginia Employment Commission.

Department for Aging and Rehabilitative Services (DARS) – local manager from the office of the Department for Aging and Rehabilitative Services. Appointments must rotate between PD-9 and PD-10 local managers.

Adult Education – coordinator or manager or their designee of Adult Education services in LWDA6. Appointments must rotate between PD-9 and PD-10.

Career and Technical Education Representative – representative from a K-12 school system with an established Career and Technical Education Program. Appointments must rotate between PD-9 and PD-10.

Community College – President or VP of Workforce Development or their designee from two (2) of the three (3) community colleges in LWDA6 (Lord Fairfax Community College, Piedmont Virginia Community College, and Germanna Community College). Appointment must rotate between the three colleges.

Economic Development – Two (2) Local Economic Development Representatives from the region, one from PD-9 and one from PD-10. Appointments must rotate between the localities.

Labor Organizations – Two (2) Labor Organization representatives.

Apprenticeship Program – Apprenticeship Program representative from a registered apprenticeship program as designated by the Commonwealth of Virginia.

Community Based Organizations – Two (2) representatives of Community Based Organizations in LWDA6, one from PD-9 and one from PD-10. These are organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including veterans, persons with disabilities, and “out of school” youth. This does include Chambers of Commerce that have demonstrated experience and expertise in addressing the populations listed above.

Job Corps – One (1) representative from the regional Job Corps program.

**COMMONWEALTH OF VIRGINIA
VIRGINIA BOARD OF WORKFORCE DEVELOPMENT**

Policy Number _____

Effective Date: July 1, 2015

Title: State Certification of Local Workforce Development Boards

PURPOSE

To describe the purpose of and criteria for establishing and certifying a local Workforce Development Board under the Workforce Innovation and Opportunity Act (WIOA).

REFERENCES

P.L. 113-128, Workforce Innovation and Opportunity Act, Section 107 [Place CFR Here When Published]

POLICY

Virginia Board of Workforce Development (VBWD) serves as the Governor’s WIOA State Workforce Development Board. VBWD’s goal is to assist and advise the Governor through recommendation of policies and strategies to increase coordination and thus efficiencies of operation between all workforce development programs.

Each WIOA local workforce area serving the Commonwealth is required to establish and maintain a Workforce Development Board. The chief local elected officials appoint the local Board, which is certified every 2 years by the Governor.

The local Board is part of a statewide workforce system which is business-driven, customer-centric, streamlined, and outcome oriented. The local Board is expected to carry out strategies and policies that support both the economic development mission(s) for the local area and VBWD’s goals. The local Board sets policy for the local area, in the context of broader state policy, and is the regional strategic leader, or acts in partnership with a designated regional leader, in addressing workforce development issues, including but not limited to WIOA activities.

The local Board must be led by committed business leaders who can ensure that the local workforce system is responsive to current and projected labor market demand, will contain a broad range of partners needed to develop a comprehensive vision for the local workforce system, and will focus on strategic decisions, not operational management.

The local Board has responsibility for making the following critical decisions:

- How best to organize the regional workforce system to most effectively serve the needs of current and emerging private sector employers and job seekers.
- How best to provide comprehensive services to regional private sector employers;
- How best to deploy available resources to achieve negotiated local performance accountability measures and build capacity for continuous improvement;
- How to expand the resource base and service capability through the development of strategic partnerships, an integrated service delivery system, and generation of additional public and private funding.

The local Board carries out their responsibilities in partnership with local chief elected officials. The joint responsibilities include, but are not limited to the following:

- Developing a vision and goals for the local workforce development system that are aligned with both the economic development mission(s) for the local area and VBWD’s goals.
- Development of the 4-year local strategic plan;
- In coordination with the Virginia Employment Commission, selection of one-stop operator(s) and locations;
- Selection of training providers;
- Approval of the local one-stop operation(s) budget;
- Program oversight;
- Negotiations with the Governor to reach agreement on local performance accountability measures; and
- Any other activities as required by the Workforce Innovation and Opportunity Act, Section 107 (d), or by the Governor.

A Chief Local Elected Official Agreement to deliver these responsibilities is required where a local area includes more than one unit of local government. The term “Chief Local Elected Official” means the mayor of a city or the chair of the board of supervisors of a county or another elected official from the Board or Council, as designated by the Board or Council. This agreement must specify which jurisdiction will serve

as the fiscal and administrative agent, as well as the roles of the individual chief elected officials in regard to local Board nominations and appointments and carrying out all other responsibilities assigned to the Chief Local Elected Officials under WIOA.

An agreement between the Chief Local Elected Officials and the local Board is also required, and must be executed no later than June 30, 2015. This agreement must specify the roles of the Chief Local Elected Officials and the local Board and how each will carry out their partnership responsibilities under WIOA.

The attached guidelines for establishment of the local Board includes the following sections:

1. Composition of the Local Board
2. Local Board Appointment Process
3. Functions of the Local Board
4. Conflict of Interest
5. Certification of the Local Board

For technical assistance, please contact VBWD@VCCS.edu.

APPROVED

Chair, Virginia Board of Workforce Development

APPROVED

Secretary, Commerce and Trade, Office of Governor Terence R. McAuliffe

DATE: January 6, 2015

ATTACHMENT: Guidelines for Establishment of a Local Board

1. Composition of the Local Board

A complete list of mandatory and optional local Workforce Development Board members can be found in Section 107 (b) of the Workforce Innovation and Opportunity Act. Please note there is no limit to the number of members that the local Board may have on its roster, but it must include all mandatory members.

A. Mandatory Members

- At least 51% of the members must be made up of private sector representatives located in the local area that represent a broad range of in-demand occupations available in the local labor market. This includes organizations representing businesses that provide employment opportunities, that at a minimum, include high-quality, work relevant training and development in in-demand industry sectors or occupations in the local area.
- Not less than 20% of the members of the local Board must be made up of representatives of labor organizations. This includes representatives who have been nominated by local labor federations and representatives from apprenticeship programs. Community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including veterans, persons with disabilities, and “out of school” youth can be included in this mix, as long as the aforementioned labor organization representatives are appointed to the local Board.
- At least one representative from the Virginia Employment Commission who administers WIOA Title III activities for the local area.
- At least one representative of eligible providers administering WIOA Title II Adult Education and Literacy activities locally. This includes a local representative from a secondary public school’s Career and Technical Education program.
- At least one representative from a local community college providing WIOA training services.
- At least one representative from a local economic and community development entity.
- At least one representative from the Department of Aging and Rehabilitative Services who administers WIOA Title IV activities for the local area.

B. Optional Members

- A representative from a regional planning entity.
- A representative of eligible providers administering WIOA Title I Adult and Dislocated Workers Employment and Training activities.
- A representative of eligible providers administering WIOA Title I Youth Workforce Investment activities.
- A representative of eligible providers administering the Social Security Act Title IV (Part A) activities.
- A representative of eligible providers administering employment and training activities carried out through the U.S. Department of Health & Human Services’ Community Services Block Grant.
- A representative of eligible providers administering employment and training activities carried out through the U.S. Department of Housing and Urban Development’s Community Development Block Grant.

- A representative of eligible providers administering Title V of the Older Americans Act programs for engaging low-income senior citizens in community service, employment, and volunteer opportunities.
- A representative of eligible providers administering Section 212 of the Second Chance Act offender reintegration activities.
- A representative of eligible providers administering Supplemental Nutrient Assistance Program Employment and Training activities.
- A representative of eligible providers administering Social Security Ticket to Work, Disability Employment Initiative, and other self-sufficiency programs.
- A representative of eligible providers administering Small Business Association Employment and Training activities.
- A representative of an entity that administers programs serving the local area relating to transportation, housing, and public assistance.
- A superintendent, or designated representative, of a local public school system (other than a representative from a local Career and Technical Education program).
- A representative of higher education providing WIOA activities.
- A representative of a philanthropic organization.
- Any other individual or representative of an entity as the chief elected officials in the local area may determine to be appropriate.

C. Chairperson

The members of the local Board will elect a chairperson from among the private sector representatives. The chairperson serves as the Executive Committee Chair and selects the chairs for all standing committees and taskforces of the local Board.

D. Membership Terms

- Members of the board must be individuals with optimum policy making authority within the organizations, agencies, or entities they represent.
- Members of the board should be appointed for staggered terms.
- Private sector representatives should be an appropriate mix of small, medium and large employers that reflect the local labor market, i.e., the business representation should reflect the industry mix in the local labor market.
- Individuals serving on the local Board who subsequently retire or no longer hold the position that made them eligible board members may not continue to serve on the local Board. The entity affiliated with the vacating board member may provide a new representative to the local Board.
- Vacancies resulting from resignations or removal of mandatory members must be filled within 90 days.

2. Local Board Appointment Process

A. Nominations & Selection

The Chief Local Elected Officials must contact the appropriate entities in the local area for nominations to appoint members and/or to fill vacancies on the local Board from business, local educational entities, and labor representatives. Chief Local Elected Officials may also design a process for nominations of individuals and other types of representation the officials would like to include on the local Board. Vacancies subsequent to the establishment of the local Board must be filled in the same manner as the original appointments.

Private sector representatives are to be selected from among individuals nominated by local business organizations (ex. business trade associations, chamber of commerce, economic development agencies). Individual businesses may also nominate themselves or provide nominations of other businesses to the Chief Local Elected Officials. Private sector representatives can include owners of businesses, chief executives or operating officers of businesses, and other business executives with optimum policy making or hiring authority (ex. Vice Presidents of Human Resources).

Local educational entity representatives must be selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities including local school boards, entities providing vocational education, entities providing secondary adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges, where such entities exist).

Labor representatives must be selected from among individuals nominated by local labor federations (or in a local area in which no employees are represented by such organizations, other representatives of employees, such as employee organizations and/or the state AFL-CIO).

For all other members, local chief elected officials should consult with the appropriate groups in the local area for possible individuals to serve including:

- Representatives of community-based organizations, including organizations representing individuals with disabilities and veterans where such organizations exist in the area.

- Representatives of local economic development agencies, including private sector economic development entities.

B. Public Participation

Chief Local Elected Officials must provide public notice of the intent to solicit nominations for local Board membership, including the process to be used for nominations and selection.

3. Functions of the Local Board

A. Responsibilities

- The local Board shall enter into an agreement with the Chief Local Elected Officials clearly detailing the partnership between the two entities for the governance and oversight of activities under the WIOA.
- The local Board shall develop a budget for the purpose of carrying out the duties of the local Board. The Chief Local Elected Officials must approve the budget.
- The local Board may solicit and accept grants and donations from sources other than Federal funds made available under WIOA assuming it has organized itself in a manner to do so.
- The local Board, in partnership with Chief Local Elected Officials, shall develop the vision, goals, objectives, and policies for the local workforce development area. The vision should be aligned with both the economic development mission(s) for the local area and VBWD's goal.
- The local Board, in partnership with the Chief Local Elected Officials, shall develop and submit to the Governor, a local strategic plan that meets the requirements in Section 108 of the Workforce Innovation and Opportunity Act.
- In collaboration with the Virginia Employment Commission, the local Board, with the agreement of the Chief Local Elected Officials, shall designate or certify one-stop operator(s) and may terminate for cause the eligibility of one-stop operators.
- The local Board shall select eligible providers of youth activities by awarding grants or contracts on a competitive basis.
- The local Board shall identify eligible providers of training services for adults and dislocated workers.
- The local Board, in partnership with the Chief Local Elected Officials, shall conduct oversight with respect to local programs of youth, adult, and dislocated worker activities authorized under the WIOA.
- The local Board, in partnership with the Chief Local Elected Officials, will negotiate and reach agreement with the Virginia Board of Workforce Development on behalf of the Governor on local performance accountability measures.
- The local Board shall assist the Governor in developing a statewide employment statistics system.
- The local Board shall coordinate the workforce activities authorized under WIOA with local economic development strategies, and develop employer linkages with those activities.
- The local Board shall promote the participation of local private sector employers through the statewide workforce development system.
- The local Board may employ staff and/or utilize other options for carrying out these responsibilities.
- The local Board is responsible for any other activity as required by the Workforce Innovation and Opportunity Act, Section 107 (d) or by the Governor.

B. Restrictions

- The local Board may not provide training services unless granted a waiver by the Governor due to an insufficient number of eligible providers of training services to meet the local area demand. The waiver shall apply for not more than 1 year and may be renewed for not more than 1 additional year.
- The local Board may not mandate curricula for schools.
- The local Board may not be designated or certified as a one-stop operator unless an agreement is reached with the chief elected officials and the Governor.

C. Local Board Meetings

- Sunshine Provisions:
 - a. The local Board shall share information regarding its meetings and activities with the public subject to the provisions of the Virginia Freedom of Information Act.
 - b. The local Board shall make available to the public, on a regular basis through open meetings, information regarding the activities of the local Board, including information regarding the local plan prior to submission of the plan, and regarding membership, the designation and certification of one-stop operator(s) consistent with the State plan, and the award of grants or contracts to eligible providers of youth activities, and minutes of formal meetings of the local Board.
 - c. In order to comply with the Sunshine Provisions, each local Board and any subcommittee authorized to take official action on behalf of the local Board must do the following:
 - Take official action and engage in deliberations only at meetings open to the public. "Official action" includes making

- recommendations, establishing policy, making decisions, and/or voting on matters of local Board business. "Deliberations" are discussions of local Board business necessary in order to reach decisions.
- Ensure that all meetings are held in an accessible location for the disabled and that all information is provided in accessible and alternate formats.
- Give public notice of meetings in accordance with applicable state code provisions, including public notice in advance of any special meeting or rescheduled regular meeting. No public notice need be given of an emergency meeting called to deal with a real or potential emergency involving a clear and present danger to life or property.
- Insure that votes of local Board members be publicly cast and, in the case of roll call votes, recorded.
- Keep written minutes of all public meetings, including date, time and place of the meeting, members present, the substance of all official actions, a record of roll call votes, and the names of any citizens who appeared and gave testimony.
- d. Closed executive sessions may be used according to the provisions of the Virginia Freedom of Information Act. Such session may be held during or after an open meeting, or may be announced for a future time. If closed session is not announced for a specific time, local Board members must be notified 24 hours in advance of the date, time, location and purpose of the session. The reason for holding an executive session must be announced at the open meeting either immediately prior or subsequent to the executive session.
- e. Official action on any matter discussed at an executive session must be taken at an open meeting.

4. **Conflict of Interest**

- A. All members of the local Board serve a public interest and trust role and have a clear obligation to conduct all affairs in a manner consistent with this concept. All decisions of the Board are to be based on promoting the best interest of the state and the public good. Accordingly:
 - All members of the Local Board are subject to the provisions of the State and Local Government Conflict of Interest Act.
 - The local Board shall adopt in its bylaws a conflict of interest policy meeting the minimum standards set forth in the State and Local Government Conflict of Interest Act. The conflict of interest standards shall apply to all board members (voting and nonvoting).
 - A member of a local Board must neither cast a vote on, nor participate in, any decision-making capacity on the provision of services by such member (or by an organization that such member directly represents); nor on any matter that would provide any direct benefit to such member or the immediate family of such member. Immediate family means (1) a spouse and (2) any other person residing in the same household as the member, who is a dependent of the member or of whom the member is a dependent. Dependent means any person, whether or not related by blood or marriage, which receives from the member, or provides to the member, more than one-half of his financial support.
 - Any Board member (or specific entity represented by that member) who participates in the development of contract specifications or standards is prohibited from receiving any direct financial benefit from any resulting contract.
 - Any Board member who participates in a Board decision relating to specific terms of a contract, the determination of specific standards for performance of a contract, the development of Invitations for Bid or Requests for Proposals or other such bid processes leading to a contract, or any similar decisions is prohibited from receiving any direct financial benefit from any resulting contract. In addition, no corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, trust, foundation or other entity shall receive the contract if it would create a conflict of interest for the Board member who participated in this manner.
 - Each local Board member shall file a statement of economic interest with the Local Workforce Development Board, as a condition of assuming membership and then, annually while serving as a Board member. The Chief Local Elected Officials shall determine the composition of the statement of economic interest.
 - Any Board member with a potential or actual conflict of interest must disclose that fact to the local Board as soon as the potential conflict is discovered and, to the extent possible, before the agenda for the meeting involving the matter at issue is prepared. If it should be determined during a meeting that a conflict of interest exists, the member must verbally declare such conflict of interest, such declaration must be clearly noted in the minutes, and such member must excuse himself from the remainder of the discussion and voting on that item. Each Board member is responsible for determining whether any potential or actual conflict of interest exists or arises for him or herself during his tenure on the Board.
 - If a contract or purchase is made by the local Board involving its own member with a conflict of interest, the local Board shall justify the terms and conditions of the

contract or purchase and document that the contract or purchase was adequately bid or negotiated and that the terms of the contract or price of the purchase are fair and reasonable.

- Local Board members who are also one-stop center operators shall not serve on any committees that deal with oversight of the one-stop system or allocation of resources that would potentially be allocated to that member's program.
- All members of the Local Board are subject to all other provisions of the State and Local Government Conflict of Interest Act not outlined above.

5. Certification of the Local Board

A. Local Level Responsibilities

- The Chief Local Elected Officials must submit local Board Membership Nomination Forms for each Board member. Information to be included on the forms include the names of the individuals initially appointed as members of the local Board, their title, company or agency name, address, E-mail address, telephone, and fax numbers, nominating entity (where applicable), appointment/term expiration date, and sector representation. For private sector representatives, the industry sector, whether the business is small or large, and whether the business is minority or female owned must be identified. The Nomination Forms, which are provided by the staff of the Virginia Board of Workforce Development, must be submitted to LWDB@VCCS.edu by April 30, 2015.
- The Chief Local Elected Officials must submit a local Board Membership Certification Form that lists the names of the individuals appointed as members of the local Board, their title, company or entity name, appointment/term expiration dates, and sector representation. The Certification Form, which is provided by the staff of the Virginia Board of Workforce Development, must be submitted to LWDB@VCCS.edu by April 30, 2015.
- The completed Nomination and Certification Forms must be kept on file at the local level.
- The Local Board must meet within 30 days after the Governor's notification of certification approval to elect a chairperson.
- The name and contact information for the chairperson, as well as any subsequent changes in the chairperson designation, must be submitted to LWDB@VCCS.edu within 10 days of the vote.
- The Chief Local Elected Officials must submit to the Virginia Board of Workforce Development every 2 years its updated local Board membership information.

B. Governor's Responsibility

- The Virginia Board of Workforce Development will recommend the certification of the local Board to the Governor upon its determination that the composition of the Board and the appointment of the individuals to the Board are consistent with the criteria established in Section 107 of the Workforce Innovation and Opportunity Act and this policy. The Governor will provide the certification to the local Board by June 30, 2015.
 - Subsequent certification of the local Board is required once every 2 years by the Governor with the recommendation from the Virginia Board of Workforce Development.
 - The Governor will notify the Chief Local Elected Officials within 30 days after the submission of the listing of the local Board members and supporting documents of the certification or denial of the proposed local Board. The criteria for initial certification or denial of certification will be based on the relevant composition requirements in Workforce Innovation and Opportunity Act, Section 107 and this policy.
 - All initial certification requirements for local Boards must be met by July 1, 2015.
 - If after a reasonable effort, the Chief Local Elected Officials in a multiple units of local government local area are unable to reach an agreement as described above, the Governor will appoint the members of the local Board from individuals nominated as described above.
 - For subsequent certifications of the local Board, in addition to compliance with composition requirements, the Governor will consider the extent to which the local Board has ensured that workforce development activities carried out in the local area have enabled the local area to meet the local performance measures and the Board's success in carrying out the functions listed in these Guidelines.
 - If a local Board fails to achieve certification, the Chief Local Elected Officials will be required to reappoint and submit a membership listing following the procedures outlined above.
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Item No. 8.6. Rivanna Solid Waste Authority (RSWA) Support Agreements.

The executive summary states that over the past several years the County has explored alternatives regarding solid waste services in conjunction with its contractual relationship with the Rivanna Solid Waste Authority (RSWA).

During this period the County has maintained service agreements with the RSWA for services at the Ivy Materials Utilization Center (MUC) and the McIntire Road Recycling Center (McIntire). These agreements expire on June 30, 2015. Because the County has not yet concluded its review of alternative solutions that may affect the local support agreements with the RSWA, extension of the agreements is necessary to extend the services currently provided through June 30, 2016. The attached agreement extensions (Attachments 1 and 2) were approved by the RSWA Board and are provided to the Board of Supervisors for its approval.

The Amendment No. 4 to Ivy Material Utilization Center Programs Agreement (Attachment 1) and the Amendment No. 4 to Local Government Support Agreement for Recycling Programs (Attachment 2) continue the current funding arrangement and services at MUC and McIntire from July 1, 2015 through June 30, 2016. The Ivy MUC amendment provides that the agreement will terminate prior to June 30, 2016 if required due to DEQ permit requirements. The need for this provision in the Ivy MUC amendment is explained in the attached memo from Tom Frederick to the RSWA Board (Attachment 3). Because the City is a party to the McIntire agreement, it will require City Council approval to be extended. City Council will consider this extension at one of its June meetings.

The extension of these agreements is funded in the County's approved FY16 budget for RSWA programs and services.

Staff recommends that the Board adopt the two attached Resolutions (Attachments 4 and 5) to approve the extension of the agreements with the RSWA for services at Ivy MUC and McIntire and authorizing the County Executive to sign the attached RSWA agreement amendments subject to approval as to content and form by the County Attorney.

By the above-recorded vote, the Board adopted the following Resolutions to approve the extension of the agreements with the RSWA for services at Ivy MUC and McIntire and authorized the County Executive to sign the RSWA agreement amendments subject to approval as to content and form by the County Attorney:

**RESOLUTION APPROVING AMENDMENT NO. 4 TO IVY MATERIAL
UTILIZATION CENTER PROGRAMS AGREEMENT**

WHEREAS, the County and the Rivanna Solid Waste Authority ("RSWA") entered into an Agreement dated August 23, 2011 providing for the County's financial support for, and the RSWA's operation of, the Ivy Material Utilization Center ("MUC") through June 30, 2012, with an option for the County to extend the Agreement for two successive one-year periods; and

WHEREAS, the County exercised its first option to extend the term of the Agreement through June 30, 2013; and

WHEREAS, the County and the RSWA entered into Amendment Nos. 1, 2, and 3 to extend the term of the Agreement through December 31, 2013, June 30, 2014 and June 30, 2015, respectively; and

WHEREAS, the County desires an additional extension of the term of the Agreement through June 30, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the Amendment No. 4 to Ivy Material Utilization Center Programs Agreement and authorizes the County Executive to sign the Amendment subject to it being approved as to content and form by the County Attorney.

**AMENDMENT NO. 4 TO
IVY MATERIAL UTILIZATION CENTER PROGRAMS AGREEMENT
BETWEEN
THE COUNTY OF ALBEMARLE
AND
THE RIVANNA SOLID WASTE AUTHORITY**

This **Amendment No. 4** to the **Ivy Material Utilization Center Programs Agreement** (this "Amendment") is made this 1st day of July, 2015 by and between the **County of Albemarle, Virginia** (the "County") and the **Rivanna Solid Waste Authority** (the "Authority", individually a "Party", and together referred to as the "Parties").

WHEREAS, the County and the Authority entered into a certain Ivy Material Utilization Center Programs Agreement dated August 23, 2011 (the "Original Agreement"), providing for the County's financial support for, and the Authority's operation of, the Ivy MUC; and,

- WHEREAS, the Original Agreement provided that such financial support and operations continue through the Authority's fiscal year ending June 30, 2012, with the County retaining an exclusive option to extend the Original Agreement for two successive one-year periods by giving prior written notice to the Authority; and,
- WHEREAS, the County exercised its first option to extend the term of the Original Agreement through June 30, 2013, but elected not to exercise its second option to extend the term through June 30, 2014 and instead requested an extension of the term of the Original Agreement through December 31, 2013; and,
- WHEREAS, the County and the Authority entered into Amendment No. 1 to the Original Agreement dated June 7, 2013 extending the term of the Original Agreement through December 31, 2013; and,
- WHEREAS, the County and the Authority entered into Amendment No. 2 to the Original Agreement dated October 23, 2013 extending the term of the Original Agreement through June 30, 2014; and,
- WHEREAS, the County and the Authority entered into Amendment No. 3 to the Original Agreement, dated January 28, 2014 extending the term of the Original Agreement through June 30, 2015 (the Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, hereinafter, the "Agreement"); and,
- WHEREAS, the Authority, after review with the County, entered into a Letter of Agreement with the Virginia Department of Environmental Quality ("DEQ") dated March 19, 2015, amending and restating an earlier Letter of Agreement dated May 27, 2014, whereby the Authority agreed to submit a written plan with a milestone schedule by December 31, 2015 to address regulatory deficiencies in the current Ivy Transfer Station, or alternatively submit by December 31, 2015 a Notice of Intent to close the transfer station by March 31, 2016; and,
- WHEREAS, the County and Authority have agreed that the County is responsible for preparing the written plan required by DEQ; and,
- WHEREAS, the County desires an additional extension of the term of the Agreement through June 30, 2016, with the understanding that such date may be changed subject to the County's completion of the required written plan.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. **Amendment to Section 6.** Section 6 of the Agreement, entitled "Term of Agreement," is amended and restated as follows:

6. Term of Agreement

This Agreement shall be effective upon execution and the County's financial participation requirements shall be retroactive to July 1, 2011 and shall continue through June 30, 2016, except that in the event the Virginia Department of Environmental Quality ("DEQ") requires activities permitted under Solid Waste Permit #132 to cease or requires closure of the Ivy MUC prior to June 30, 2016, this Agreement shall terminate on the effective date of the required cessation of activities or closure unless this Agreement is further amended by the parties to allow for the required DEQ actions and the County shall be responsible for all costs incurred by RSWA until such date and shall reimburse RSWA for such costs notwithstanding such termination.

2. **Miscellaneous.** Capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless otherwise specifically defined herein. Except as expressly modified hereby, all other terms and conditions of the Agreement shall remain unchanged and shall continue in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates below.

COUNTY OF ALBEMARLE:

Thomas C. Foley
County Executive

Date

RIVANNA SOLID WASTE AUTHORITY:

Thomas L. Frederick, Jr.
Executive Director

Date

**RESOLUTION APPROVING AMENDMENT NO. 4 TO LOCAL GOVERNMENT
SUPPORT AGREEMENT FOR RECYCLING PROGRAMS**

WHEREAS, the County, the City, and the Rivanna Solid Waste Authority ("RSWA") entered into an Agreement dated August 23, 2011 providing the terms of the County's and City's shared financial support for, and the RSWA's operation of, the Recycling Services through June 30, 2012, with an option for the County and the City to extend the Agreement for two successive one-year periods; and

WHEREAS, the County and the City exercised their first option to extend the term of the Agreement through June 30, 2013; and

WHEREAS, the County, the City and the RSWA entered into Amendment Nos. 1, 2, and 3 to extend the term of the Agreement through December 31, 2013, June 30, 2014 and June 30, 2015, respectively; and

WHEREAS, the County desires an additional extension of the term of the Agreement through June 30, 2016, and the City is agreeable to an extension for such period.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the Amendment No. 4 to Local Government Support Agreement for Recycling Programs and authorizes the County Executive to sign the Amendment subject to it being approved as to content and form by the County Attorney.

**AMENDMENT NO. 4 TO LOCAL GOVERNMENT SUPPORT
AGREEMENT FOR RECYCLING PROGRAMS AMONG
THE CITY OF CHARLOTTESVILLE
THE COUNTY OF ALBEMARLE
AND
THE RIV ANNA SOLID WASTE AUTHORITY**

This **Amendment No. 4** to the **Local Government Support Agreement for Recycling Programs** (this "Amendment") is made this 1st day of July, 2015 by and among the **City of Charlottesville, Virginia** (the "City"), the **County of Albemarle, Virginia** (the "County") and the **Rivanna Solid Waste Authority** (the "Authority", individually a "Party", and together referred to as the "Parties").

WHEREAS, the City, the County and the Authority entered into a certain Local Government Support Agreement for Recycling Programs dated August 23, 2011 (the "Original Agreement") providing the terms of the City's and County's shared financial support and Authority's operation of the Recycling Services; and

WHEREAS, the Original Agreement provided that such financial support and operations continue through the Authority's fiscal year ending June 30, 2012, with the City and County retaining an exclusive option to extend the Original Agreement for two successive one-year periods by giving prior written notice to the Authority; and

WHEREAS, the City and County exercised their first option to extend the term of the Original Agreement through June 30, 2013, but the County elected not to exercise its second option to extend the term through June 30, 2014 and instead requested, with the concurrence of the City, an extension of the Original Agreement through December 31, 2013; and

WHEREAS, the City, the County and the Authority entered into Amendment No. 1 to the Original Agreement dated June 5, 2013 extending the term of the Original Agreement through December 31, 2013; and,

WHEREAS, the City, the County and the Authority entered into Amendment No. 2 to the Original Agreement dated October 23, 2013 extending the term of the Original Agreement through June 30, 2014; and,

WHEREAS, the City, the County and the Authority entered into Amendment No. 3 to the Original Agreement dated January 28, 2014 extending the term of the Original Agreement through June 30, 2015 (the Original Agreement, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, hereinafter, the "Agreement"); and,

WHEREAS, the County desires an additional extension of the term of the Agreement through June 30, 2016, and the City is agreeable to an extension for such period.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amendment to Section 4. Section 4 of the Agreement, entitled "Term of Agreement," is amended and restated as follows:

4. Term of Agreement

This Agreement shall be effective upon execution and the financial participation requirements shall be retroactive to July 1, 2011 and shall continue through June 30, 2016.

2. **Miscellaneous.** Capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless otherwise specifically defined herein. Except as expressly modified hereby, all other terms and conditions of the Agreement shall remain unchanged and shall continue in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates below.

CITY OF CHARLOTTESVILLE:

_____ Maurice Jones City Manager	_____ Date
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COUNTY OF ALBEMARLE:

_____ Thomas C. Foley County Executive	_____ Date
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RIVANNA SOLID WASTE AUTHORITY:

_____ Thomas L. Frederick, Jr. Executive Director	_____ Date
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Item No. 8.7. Lewis & Clark Exploratory Center Loan Extension.

The executive summary states that the Lewis & Clark Exploratory Center (“LCEC”) leases property jointly owned by the County of Albemarle and the City of Charlottesville located at Darden Towe Park for the purpose of establishing the Lewis & Clark Exploratory Center. The LCEC was awarded grants totaling \$800,000.00 from the Transportation Enhancement Fund Program (“VDOT Enhancement Program”) administered by the Virginia Department of Transportation (“VDOT”) to provide funding (to be combined with other funds to be raised by the LCEC) for the construction of an educational building, an access road and parking area, and a connecting trail network at Darden Towe Park. The LCEC’s application for the VDOT Enhancement Program required the County to be responsible for accepting the grant from VDOT. The County was required to enter into a Project Agreement with VDOT to ensure VDOT’s requirements for funding eligibility were met. The County then entered into a separate Pass-Through Agreement with LCEC that, in turn, passed along all of the County’s responsibilities under the VDOT Enhancement Program to the LCEC, including holding the County harmless from any liabilities created by the County’s acceptance of the VDOT Enhancement Program grants.

The LCEC advised the County that its fund-raising efforts had fallen short of its goal and by letter dated March 19, 2013, requested that the County and the City provide funding assistance in the form of a short-term loan to ensure the project would be completed and all requirements related to the enhancement grant would be met. The total shortfall was estimated at \$260,000. In order to assist the LCEC and ensure that the grant requirements would be met, the Board, at its April 3, 2013 meeting, approved an appropriation of \$130,000 to the Economic Development Authority (EDA) for the purpose of the EDA providing a short-term loan to the LCEC. The City of Charlottesville contributed the other \$130,000 required to make up the \$260,000 shortfall. The EDA loan agreement and note were executed on April 17, 2013, and pursuant to the loan agreement and note terms and conditions, the \$130,000 loan was due and payable to the EDA by October 17, 2013. Unable to raise all of the funds (\$130,000) by the repayment deadline, LCEC has requested and obtained six-month extensions three times. The current repayment deadline was April 17, 2015. In a letter to the EDA dated March 20, 2015 (Attachment A), LCEC requested another six-month extension to October 17, 2015. LCEC sent another request letter dated May 11, 2015 (Attachment B) providing additional information on the status of the project, and met with the EDA on May 12, 2015 to discuss LCEC’s request.

The County-EDA agreement allows for the extension if it is approved by the Board and the EDA. The EDA-LCEC promissory note also allows for extensions, also subject to prior Board approval.

LCEC’s third extension request approved by the Board on October 1, 2014, was conditioned on the LCEC making a payment to the EDA in lieu of interest in the amount of \$1,250. LCEC has made that payment to the EDA.

Given the LCEC’s progress on the project, staff recommends approval of the LCEC’s fourth extension request conditioned again on the LCEC making a payment to the EDA in lieu of interest in the amount of \$1,250. A due date was not discussed with the EDA. Staff recommends that July 17, 2015 be set as the date the payment in lieu of interest is due, which is approximately the midpoint of the six-month extension. The LCEC is nearing completion of the project, and will require all of its current funds to finalize the project and begin operating the facility. With the extension, the full amount of the loan to the LCEC is due on October 17, 2015. If the extension is approved and the LCEC cannot repay the loan in full by October 17, 2015, staff would recommend that new terms and conditions should be negotiated by the EDA to assure repayment of the loan.

There is no impact to the budget for this extension, as the funds have been previously appropriated. Upon repayment, the \$130,000 would be returned to the County’s Capital Reserve.

Staff recommends that the Board: (1) approve the LCEC's requested deadline for repayment of the loan to October 17, 2015, subject to the condition that the LCEC make a payment in lieu of interest to the EDA of \$1,250 due on July 17, 2015; and (2) request that the EDA extend the date by which the loan is due and payable and amend the promissory note as necessary to allow the extension to October 17, 2015 and to require the payment in lieu of interest as recommended.

By the above-recorded vote, the Board approved the LCEC's requested deadline for repayment of the loan to October 17, 2015, subject to the condition that the LCEC make a payment in lieu of interest to the EDA of \$1,250 due on July 17, 2015; and requested that the EDA extend the date by which the loan is due and payable and amend the promissory note as necessary to allow the extension to October 17, 2015 and to require the payment in lieu of interest as recommended.

Item No. 8.8. FY Amendments to Economic Development Authority Rules and Procedures.

The executive summary states that the Albemarle County Economic Development Authority's (EDA) Rules and Procedures govern how applications for industrial development revenue bond financing are submitted to the EDA, impose application and administrative fees, and establish rules and procedures for other related matters. Section 4.3 (a) of the Rules and Procedures establish an annual administrative fee for each bond issue in the amount of \$1,000 per \$1,000,000 (1/10 of 1%) of bonds issued until the bonds are paid in full. The administrative fee applies only to the first \$40,000,000 of bonds issued. Bonds issued for the benefit of the County are not subject to the administrative fee. The administrative fee has a June 30, 2015 sunset clause. Section 4.3(c) of the Rules and Procedures authorizes the EDA to expend funds it receives to support economic development initiatives that benefit the County, as determined by agreement between the EDA and the Board of Supervisors.

At its May 12, 2015 meeting, the EDA discussed amending several of the provisions in Section 4.3(a) of the Rules and Procedures, and reached consensus on proceeding to amend Section 4.3(a) by: (1) removing the June 30, 2015 sunset clause; (2) removing the cap on administrative fees to the first \$40,000,000 of a bond issue; and (3) imposing an administrative fee on issues of refunding bonds. Under County Code § 2-605, any changes to the Rules and Procedures requires the prior approval of the Board of Supervisors. The sunset clause was initially imposed to require reconsideration of the administrative fee. The fee was first imposed in 2012 and the EDA currently collects approximately \$80,000 in administrative fees per year. The fees collected provide revenue to the EDA to support economic development initiatives. An administrative fee is imposed by most EDA's in Virginia. The cap on administrative fees to the first \$40,000,000 of a bond issue was proposed as a middle ground when administrative fees were first imposed in 2012. However, a recent survey by staff of Virginia EDA's that impose administrative fees found that most EDA's do not cap administrative fees. Lastly, when interest rates fall after the EDA has issued bonds for a project, it is not uncommon for an applicant to request that the EDA issue refunding bonds for a project, which allow the applicant to receive a loan from the proceeds of the bonds at a more favorable interest rate. The recent survey by staff found that most Virginia's EDA's that impose administrative fees imposed the fee on refunding bond issues as well. In sum, the three proposed changes to Section 4.3(a) would continue the imposition of an administrative fee and would remove limitations on the fee, thereby strengthening the EDA's ability to fund economic initiatives that benefit the County.

Administrative fees support the economic development initiatives of the EDA.

Staff recommends that the Board adopt the attached resolution to approve the proposed amendments to the EDA's Rules and Procedures.

By the above-recorded vote, the Board adopted the following resolution to approve the proposed amendments to the EDA's Rules and Procedures:

**RESOLUTION TO APPROVE AMENDMENTS TO
THE ECONOMIC DEVELOPMENT AUTHORITY OF
ALBEMARLE COUNTY, VIRGINIA RULES AND PROCEDURES**

WHEREAS, the Economic Development Authority of Albemarle County, Virginia (EDA) has proposed amendments to its Rules and Procedures; and

WHEREAS, the Board finds such amendments are appropriate to support the economic vitality initiatives of the County.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the following amendments to the EDA's Rules and Procedures:

1. Amending subsection 4.3(a) regarding an annual administrative fee for bonds, as follows:

4.3(a). Administrative Fees. If the Authority issues bonds, including refunding bonds, for the benefit of the applicant, the financing documents shall include a requirement that the applicant pay the Authority an annual administrative fee of \$1,000.00 per \$1,000,000.00 of bonds issues, or prorated portion thereof, upon the issuance of bonds and annually thereafter on June 30 each year thereafter until the bonds are paid in full. Except in the case of a refunding, the filing fee shall be applied as a credit against the first annual fee

at closing. Bonds issued for the benefit of the County of Albemarle shall not be subject to the annual administrative fee.

ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA

RULES AND PROCEDURES

ARTICLE I

PURPOSE AND SCOPE

Section 1.1 **Purpose.** These Rules shall govern the submission of Applications to the Authority, application and administrative fees, consideration of matters to be brought to the attention of the Authority relating to the authorization, issuance and sale of its Bonds, the adoption of Financing Documents, reports to be submitted to the Authority, and such other matters as are contained herein.

Section 1.2 **Scope.** These Rules supplement the Act. In the event of any conflict between the Act and these Rules, the provisions of the Act shall prevail.

ARTICLE II

DEFINITIONS

Section 2.1 **Definitions.** As used in these Rules and Procedures, the following terms shall have the meaning as set forth herein, unless the context clearly requires otherwise:

"Act" shall mean the Virginia Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended.

"Applicant" shall mean any individual, person, firm, corporation, partnership or other entity applying for industrial development revenue bond financing, or for whose benefit the Authority has issued its Bonds, or who requests the Authority to take any action.

"Application" shall mean the Authority's application for industrial development revenue bond financing as in effect from time to time.

"Authority" shall mean the Economic Development Authority of the County of Albemarle, Virginia, a political subdivision of the Commonwealth of Virginia.

"Bonds" shall mean any notes, bonds and other obligations authorized to be issued by the Authority pursuant to the Act.

"Code" shall mean the Code of Virginia of 1950, as amended.

"Financing Documents" shall mean any resolutions, instruments, documents, papers, elections, certificates or financing statements required to be adopted or authorized, executed and delivered by the Authority in connection with the authorization, issuance and sale of its Bonds.

"IRC" shall mean the Internal Revenue Code of 1954, as amended.

"Project" shall mean any land, improvements, machinery, equipment or property financed by the issuance and sale of the Authority's Bonds.

"Rules" shall mean these Rules and Procedures of the Authority, as may be in effect from time to time.

ARTICLE III

GENERAL

Section 3.1 **Copies to be Provided Applicants.** A copy of these Rules and Procedures shall be furnished by the Authority's administrative agent, the County of Albemarle, by the Clerk of the Board of Supervisors, to each prospective Applicant.

Section 3.2 **Compliance with Rules and Procedures.** Each Applicant shall comply with these Rules and Procedures in the submission of its Application or any Financing Documents to the Authority and in requesting that the Authority take any action, including the adoption of Financing Documents. Failure to comply with these Rules and Procedures shall constitute sufficient reason for the Authority to refuse to consider any Application, Financing Documents, or any other matter to be brought before the Authority by or on behalf of any Applicant.

Section 3.3 **Amendments.** These Rules and Procedures may be changed from time to time by the Authority by the vote of a majority of its Directors present at any meeting of the Authority, provided notice of such change shall have been given to each Director before such meeting. These Rules and

Procedures may, notwithstanding the foregoing, be amended without prior notice upon the affirmative vote of all Directors of the Authority.

Section 3.4 Preparation and Distribution of Agenda and Minutes.

(a) A preliminary agenda for the Authority's regular meeting shall be prepared and distributed by the Authority's Secretary to Authority members and the Authority's attorney before the Authority's regularly scheduled meeting date. In the case of special meetings of the Authority, the agenda shall be included in the call issued for such meeting. When action is to be taken with reference to a Project or the issuance of Bonds, the agenda shall contain a description of the type, nature and location of the Project, the name of the Applicant and the nature of the action to be taken by the Authority. The agenda for regular meetings of the Authority shall state that it is a preliminary agenda subject to change at or before the Authority's meeting.

(b) Preliminary drafts of the minutes of the Authority's meeting shall, as soon as practicable following the meeting, be mailed or delivered to each officer and Director of the Authority and the Authority's counsel. Each preliminary copy of the minutes so distributed shall be marked to indicate that it is a preliminary draft subject to additions or corrections at the Authority's next meeting. The date of approval of the Authority's minutes shall appear at the foot of the last page of the minutes which shall, when approved, be signed by the Assistant Secretary-Treasurer of the Authority.

ARTICLE IV

APPLICATION PROCEDURES, FEES AND REQUIREMENTS

Section 4.1 Applications. Each Applicant shall submit nine (9) fully and accurately completed Applications to the Clerk of the Board of Supervisors of Albemarle County at least ten (10) days before the Authority's meeting at which the Application is to be considered. Each Application shall include all requested exhibits. In the event all requested exhibits are not available or not to be made part of the public record, a statement of explanation will be attached to the Application.

Section 4.2 Application Fee. The Authority charges an Application fee of Five Hundred Dollars (\$500.00), payable to the County of Albemarle. The Application fee shall be paid to the Authority's administrative agent, the County of Albemarle, prior to consideration of the inducement resolution to be adopted on behalf of the Applicant. Application fees, upon acceptance by the Authority, are non-refundable. No interest shall be paid on Application fees. The County of Albemarle shall not be required to pay the application fee if it is the Applicant.

Section 4.3 Administrative Fees.

(a) If the Authority issues bonds, including refunding bonds, for the benefit of the applicant, the financing documents shall include a requirement that the applicant pay the Authority an annual administrative fee of \$1,000.00 per \$1,000,000.00 of bonds issues, or prorated portion thereof, upon the issuance of bonds and annually thereafter on June 30 each year thereafter until the bonds are paid in full. Except in the case of a refunding, the filing fee shall be applied as a credit against the first annual fee at closing. Bonds issued for the benefit of the County of Albemarle shall not be subject to the annual administrative fee.

(b) The Authority requires reimbursement of its costs and expenses incurred in connection with the issuance and sale of its Bonds and by virtue of its Bonds being outstanding. (See Section 5.2).

(c) **Expenditures of Funds.** The EDA will expend funds that it receives only to support economic development initiatives that benefit Albemarle County as determined by agreement between the Authority and the Board of Supervisors of Albemarle County. All such initiatives shall be developed in consultation with the County Executive, or its designee. The Albemarle County staff will provide support in the administration of the expenditure of such funds by the Authority.

Section 4.4 Transcripts of Proceedings. Each Applicant receiving Bond financing through the Authority shall furnish to the Authority upon the sale and delivery of the Bonds, two (2) complete transcripts of the Financing Documents relating to such Bonds. Bond transcripts shall be hardback bound in library standard quality binders at the cost and expense of the Applicant.

Section 4.5 Bond Validation Proceedings. The Authority may require that before issuance, its Bonds be validated by the Circuit Court of the County of Albemarle, Virginia, pursuant to the requirements of Article 6, Chapter 26, Title 15.2 of the Code. The costs, expenses and fees incurred in connection with any bond validation proceeding required by the Authority, including attorneys' fees, shall be paid by the Applicant.

Section 4.6 Additional Information Required of Applicants.

(a) The Authority may adopt an inducement resolution conditioned upon the subsequent furnishing of certain information satisfactory to the Authority. All required information shall be promptly furnished to the Authority and failure of any Applicant to furnish such information shall constitute a ground for rescission of any inducement resolution adopted pursuant to such conditions.

(b) The Authority may, at its option, require the furnishing of appraisals, evaluations or reports respecting the Project or any portion thereof. The Authority may retain advisors and consultants to advise it regarding any Project or other action which it is requested to undertake by any Applicant. All costs, fees and expenses of such appraisals, reports, consultants and advisors incurred by the Authority after prior notification to the Applicant shall be paid by the Applicant.

(c) Since the Authority usually acts based upon information furnished to it solely by the Applicant, the Authority reserves the right to require at any time the furnishing of additional information concerning the Applicant, its financial statements, and any other information deemed relevant by the Authority. In instances where the Applicant has undergone changes in form or management or where the security to be given for payment of the Bonds has changed, the Applicant shall report such changes promptly to the Authority.

ARTICLE V

PROVISIONS TO BE INCORPORATED INTO RESOLUTIONS AND FINANCING DOCUMENTS

Section 5.1 Inducement Resolutions. Each inducement resolution adopted by the Authority shall provide that it shall continue in full force and effect for a period of two (2) years unless specifically extended by the Authority or the Bonds contemplated by the resolution are issued.

Section 5.2 Payment of Authority Expenses. The Financing Documents adopted by the Authority for the benefit of any Applicant shall provide that the Applicant agrees to pay all costs, fees, and expenses incurred by the Authority (including attorneys' fees) in connection with:

- (a) the authorization, issuance and sale of the Authority's Bonds;
- (b) the ownership, occupation, operation or use of the Project being financed, whether owned by the Authority or the Applicant;
- (c) prepayment or redemption of the Authority's Bonds;
- (d) administrative costs and expenses of the Authority, including the fees of attorneys, accountants, engineers, appraisers, or consultants, paid or incurred by the Authority by reason of the Bonds being outstanding or pursuant to requirements of the Financing Documents; and
- (e) such other fees and expenses of the Authority, not directly related to the Project being financed for the Applicant, but attributable to the Authority's financing of industrial or commercial Projects, including without limitation, a share of costs of the Authority's annual audit as required by Title 15.2 of the Code of Virginia, determined as follows:
 - (1) All costs and fees relating to any annual audit and directly attributable to a particular Applicant or Project, shall be charged to such Applicant; and
 - (2) Any costs and fees of such audit not directly attributable to any Applicant or Project shall be allocated among all Applicants having Bonds outstanding, pro rata, as the amount of Bonds originally issued for such Applicant bears to the total face amount of Bonds issued by the Authority of which any portion of any issue remains outstanding and unpaid.

Section 5.3 Indemnification of the Authority. Each Applicant shall agree to indemnify and save harmless the Authority and its officers, directors, employees and agents (hereinafter the "Indemnitees") from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses (hereinafter referred to as "Damages"), including without limitation:

- (a) all amounts paid in settlement of any litigation commenced or threatened against the Indemnitees, if such settlement is effected with the written consent of the Applicant;
- (b) all expenses reasonably incurred in the investigation of, preparation for or defense of any litigation, proceeding or investigation of any nature whatsoever, commenced or threatened against the Applicant, the Project or the Indemnitees;
- (c) any judgments, penalties, fines, damages, assessments, indemnities or contributions; and
- (d) the reasonable fees of attorneys, auditors, and consultants; provided that the Damages arise out of:
 - (i) failure by the Applicant, or its officers, employees, or agents, to comply with the terms of the Financing Documents and any agreements, covenants, obligations, or prohibitions set forth therein;
 - (ii) any action, suit, claim or demand contesting or affecting the title of the Project;
 - (iii) any breach of any representation or warranty set forth in the Financing Documents or any certificate delivered pursuant thereto, and any claim that any representation or warranty of the Applicant contains or contained any untrue or misleading statement of fact or omits or omitted to state any material facts necessary to make the statements made therein not misleading in light of the circumstances

under which they were made;

(iv) any action, suit, claim, proceeding or investigation of a judicial, legislative, administrative or regulatory nature arising from or in connection with the construction, acquisition, ownership, operation, occupation or use of the Project; or

(v) any suit, action, administrative proceeding, enforcement action, or governmental or private action of any kind whatsoever commenced against the Applicant, the Project or the Indemnitees which might adversely affect the validity or enforceability of the Bonds, the Financing Documents, or the performance by the Applicant or any Indemnitee of any of their respective obligations thereunder.

Section 5.4 Bond Counsel Opinion Required. Before issuing and delivering any of its Bonds, the Authority shall receive an unqualified approving opinion of recognized bond counsel, licensed to practice law in Virginia and approved by the Authority, stating, among other things, that the Bonds have been duly authorized, executed, issued and delivered, that the interest thereon is exempt from Federal income taxation under IRC § 103 (or other applicable provision of law) and taxation by the Commonwealth of Virginia, and that the Bonds are exempt from registration requirements under applicable State and Federal securities laws.

Section 5.5 Covenants to Preserve Tax Exempt Status of Bonds. All Financing Documents presented for approval by the Authority shall contain appropriate covenants of the Applicant designed to insure compliance with the requirements of IRC § 103 to preserve the tax exempt status of interest on the Bonds, including without limitation, "arbitrage" requirements, capital expenditure limitations and reporting requirements.

Section 5.6 Payments in Lieu of Taxes. In event title to the Project is held by any person or entity not subject to real or personal property taxes, the Applicant and any user of the Project, unless specifically exempted by the Authority, shall enter into an agreement to pay all taxes, levies, assessments, charges or other impositions which may be levied by any taxing authority on the Project as if such Applicant or user held title to the Project or any portion thereof.

ARTICLE VI

REPORTS

Section 6.1 Interim Reports by Applicants. Each Applicant shall file with the Authority a written report describing the status of its proposed financing no later than the last day of the second month after the adoption of an inducement resolution for the Applicant and every three (3) months thereafter until the adoption of any Financing Documents by the Authority. Such written report shall include the proposed purchaser of the Bonds, the proposed terms of the Bonds, the status of Financing Documents, and the current status of the Project. Each Applicant shall promptly notify the Authority of any significant or material changes to any information previously furnished by the Applicant to the Authority.

Section 6.2 Annual Reports of Applicants. Each Applicant, after the issuance and sale of the Authority's Bonds for the benefit of such Applicant, shall annually report to the Authority no later than June 30 the status of the Project, which shall include the outstanding and unpaid balance of Bonds issued for the Project, whether any event of default has occurred under the Financing Documents, and other information relating to the financing of the Project and benefits to the County of Albemarle.

Section 6.3 Reports by Authority Chairman, Directors, etc. At each regular meeting of the Authority, the Chairman, each Director, the Secretary-Treasurer and the Authority's counsel shall report any action taken on behalf of the Authority since the last regular meeting, including as may be applicable, receipt of reports required under Section 4.6. No later than September 1 of each year, the Chairman of the Authority may also report to the Authority on the status, as of the end of the Authority's fiscal year, of each active and outstanding inducement resolution of the Authority and the status of each issue of the Authority's Bonds.

ARTICLE VII

ENFORCEMENT

Section 7.1 Enforcement of Provisions. The Authority may refuse to consider or adopt any inducement resolutions, Financing Documents or any other matters presented for its consideration if the Applicant has failed to comply with the requirements of these Rules.

Section 7.2 Repeal of Actions Previously Taken. The Authority may rescind or repeal any inducement resolution previously adopted by it or any other action taken by the Authority because of failure of the Applicant to comply with the provisions of these Rules or because of substantial changes in the management, ownership, Project plan or financial circumstances of the Applicant; provided, however, no inducement resolution or action taken by the Authority shall be repealed or rescinded unless prior written notice of such proposed action shall have been mailed to the Applicant at least three (3) weeks before the date upon which such action is proposed to be taken. Notwithstanding the foregoing, no such action shall be taken by the Authority which will impair or adversely affect the interests of the holders of the Authority's Bonds.

ARTICLE VIII

STATEMENTS OF POLICY

Section 8.1 Construction, Operation and Effect of Rules. These Rules are intended as guidelines to promote and insure the orderly and consistent consideration of Applications, Financing Documents, and other matters brought before the Authority. For good cause, application of these Rules may be modified and waived upon a case-by-case basis upon the consent of the Authority. Any action taken by the Authority not in conformity with these Rules shall, nevertheless, be fully effective as if taken in compliance with these Rules. It is, however, the policy of the Authority that each Applicant comply fully and completely with these Rules, and failure to comply with these Rules may constitute grounds for refusal by the Authority to take any action requested.

Section 8.2 Approval of Inducement Resolution Not to Constitute an Endorsement of Applicant. The purpose of the Authority, as set forth in the Act, is to promote industry and develop trade by inducing manufacturing, industrial, governmental and commercial enterprises to locate in or remain in the Commonwealth of Virginia. Pursuant to the Act, the Authority's powers shall be exercised for the benefit of the inhabitants of Virginia through the promotion of their safety, health, welfare, convenience or prosperity. Accordingly, the Authority's decision to adopt an inducement resolution or take other action will be based largely upon these factors. Further, the Act prohibits the Authority from operating any enterprise or Project. Since the Authority is a conduit for providing tax-exempt financing to promote the commerce and industry of the Commonwealth of Virginia and the County of Albemarle, and given the express prohibition against operating enterprises or Projects, the Authority believes it is improper for it to inquire into matters relating to the business judgment of the management of any Applicant not relevant to the foregoing factors. The Authority may, however, examine the business decisions and other aspects of management of the Applicant should it deem such matters relevant to the authorization, issuance and sale of its Bonds.

In view of the foregoing limitations, the adoption of an inducement resolution or any other action taken by the Authority is not to be used by any Applicant in any manner whatsoever as an endorsement or approval of the Applicant, its policies or its management.

Section 8.3 Security for Payment of Bonds. The Authority will require a showing that any issue of its Bonds is fully and adequately secured. If the Bonds are secured by a lien upon or security interest in the Project financed with the proceeds of such Bonds, the Authority may require an appraisal of the Project showing that it is valued in an amount sufficient to pay the outstanding principal amount of the Bonds issued to finance such Project.

Section 8.4 Compliance with Rules. These Rules were adopted by the Authority to assist in the orderly and expeditious conduct of its business. As stated in Section 3.2 of these Rules, the Authority has reserved the right to require that any Applicant strictly conform to the requirements of the Rules. Among other things, the Rules require that each Applicant inform the Authority of any new developments or material changes in information which has been submitted to the Authority, either orally or in writing. Matters concerning the structure of the financing, the prospective purchasers of the Bonds, and the security for payment of the Bonds are items of particular interest to the Authority; however, the Authority expects to be kept informed of all material changes to information submitted to it.

By submitting an Application to the Authority, the Applicant agrees to abide by these Rules. Thus, the burden is placed upon the Applicant to review and to comply with these Rules. The principal sanction which may be applied by the Authority against any Applicant for failure to comply with the Rules would be a refusal to take any action requested by the Applicant. Such a refusal might result in embarrassment to or considerable financial expense on the part of the Applicant. To avoid such embarrassment or expense, the Authority urges each Applicant to keep the Authority fully informed of any new developments or material changes to information previously submitted to the Authority, including in particular, changes in the contemplated financing structure or the proposed security for the Bonds. As noted above, the burden is upon the Applicant to convey this information to the Authority in a timely manner. What constitutes "timely" depends upon the circumstances of each case; however, each Applicant is urged to provide all such information before considerable time and expense is incurred upon matters which may prove unacceptable to the Authority. Any such communications should be made directly to the Authority's officers, directors, and counsel.

Notes to Application

1. Applicants are referred to the Authority's Rules and Procedures for provisions governing the submission of the application to the Authority.

2. Applications and all exhibits should be submitted to:

**Clerk of the Board of Supervisors of Albemarle County,
4th Floor, County Office Building, 401 McIntire Road,
Charlottesville, Virginia 22902-4596,**

at least ten (10) days before the meeting at which the application is to be considered.

3. A \$500.00 application fee for issues less than \$25.0 million or a \$1,000.00 application fee for issues \$25.0 million or greater, made payable to the County of Albemarle, should be submitted to the

Authority's administrative agency, the County of Albemarle, with the application or at the time the application is considered.

4. Questions concerning the qualification of a project or certain expenses of economic development revenue bond financing or other legal questions relating to the issuance of bonds should be directed to the Authority's counsel or to recognized bond counsel.

Readopted: 09-02-2009; Readopted 07-11-2012;

Item No. 8.9. Board-to-Board, June 2015, a monthly report from the Albemarle County School Board to the Albemarle County Board of Supervisors, ***was received for information.***

Item No. 8.10. Charlottesville Albemarle Area Transit (CAT), Summary Transit Operations for the Third Quarter, Fiscal Year 2015, ***was received for information.***

Item No. 8.11. 2015 First Quarter Building Report, as prepared by the Department of Community Development, ***was received for information.***

The report states that during the first quarter of 2015, 105 building permits were issued for 105 dwelling units. There were two permits issued for mobile homes in existing parks, at an exchange rate of \$2,500, for a total of \$5,000. There were no permits issued for the conversion of an apartment to a condominium

Item No. 8.12. 2015 First Quarter Occupancy Report, as prepared by the Department of Community Development, ***was received for information.***

The report states that during the first quarter of 2015, 87 certificates of occupancy were issued for 87 dwelling units. There were four permits issued for mobile homes in existing parks, at an exchange rate of \$2,500, for a total of \$10,000. There were no certificates of occupancy issued for the conversion of an apartment to a condominium.

Item No. 8.13. Broadband Vision and Planning, ***was received for information.***

The executive summary states that on February 4, 2015, the Board took the following action:

- 1) Adopted a Resolution to commit \$30,000 in funding to complete a Community Connectivity Plan if the County is awarded the \$30,000 Community Connectivity Planning Grant through the Commonwealth of Virginia Department of Housing and Community Development (DHCD); and
- 2) Approved an appropriation in the amount of \$3900 to contract with the Thomas Jefferson Planning District Commission (TJPDC) to assist in the writing of the Grant Application.

The purpose of this Executive Summary is to provide a progress update.

TJPDC and County staff completed a grant application for Broadband Planning funds through the Community Development Block Grant (CDBG) program. The recipients of the grant will receive \$30,000 to be used toward the completion of a Community Connectivity Plan focused on job creation for low and moderate income residents; specifically for rural area business development.

The application was submitted on March 16, 2015, but the DHCD has not yet advised staff of an award determination. The DHCD has indicated it will make a determination by September 30, 2015.

On April 21, 2015, the DHCD invited staff to participate in the Virginia Telecommunications Planning Initiative (VATPI). VATPI provides up to \$75,000 toward the completion of a Comprehensive Telecommunications Plan. It differs from the CDBG broadband planning grant in that the plan creation includes residential broadband service planning. The application for VATPI funding is a two phase process without a match requirement, and staff decided to pursue it.

The first phase of the VATPI application includes holding a community broadband meeting, collecting data, and submitting a letter of interest to participate to the DHCD. The community broadband meeting took place on May 19, 2015 and a letter of interest was submitted to DHCD on May 22, 2015 (Attachment 1).

The second phase of the VATPI grant application process is open only to those localities whose letter of interest is reviewed favorably by the DHCD. If the County's letter of interest qualifies the application for the second phase, staff will be notified to attend a pre application meeting and will be provided direction regarding the required submission of a full proposal, which the DHCD will then review. Telecommunications Planning Funds are expected to be awarded in August of 2015.

If the County is awarded Telecommunications Planning funds, staff plans to release a Request for Proposal (RFP) for Telecommunications Planning Services by October 31, 2015. Staff plans to include broadband priorities in the RFP. The Telecommunications Plan can be focused on one or more priority areas. Staff will return to the Board at a future meeting with an analysis that will allow the Board to determine the County's broadband priorities.

To date, the Board has appropriated \$3,900 to contract with the TJPDC to write the CDBG grant application and has committed an additional \$30,000 to complete a Community Connectivity Plan if the grant is awarded to the County.

This executive summary is provided for the Board's information only, and no action is required.

Agenda Item No. 9. FY 16 Resolution of Appropriations.

(Note: Mr. Sheffield read the following Transactional Disclosure Statement: "I am employed as Executive Director of JAUNT, a regional public transportation provider owned by the City of Charlottesville and the counties of Albemarle, Fluvanna, Louisa, Nelson, Buckingham, and Amherst located at 104 Keystone Place, Charlottesville, Virginia 22902, and have a personal interest in JAUNT because I receive an annual salary from JAUNT that exceeds \$5,000 annually." He stated that since he was part of a larger group, he could participate fairly in the discussion and decision.)

The executive summary forwarded to the Board states that the County's FY 16 Operating and Capital Budgets totaling \$374,357,538 were approved by the Board of Supervisors on April 14, 2015 and adopted by the Board on May 6, 2015.

On April 23, 2015, the School Board adopted the School Fund and the School Self-Sustaining Fund budgets.

To provide the authority from the Board to spend these funds, an Annual Resolution of Appropriations for the fiscal year ending on June 30, 2016 is required. In addition, the Board's approval of a Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing is required to provide the County with the authority to use bond proceeds to reimburse capital program expenditures for the specified project.

The Annual Resolution of Appropriations is a comprehensive resolution that appropriates the total County budget, including both general government and school operating and capital funds, School Self-Sustaining Funds and Other General Government Fund appropriations in a single resolution. This resolution is included as Attachment A.

The attached FY 16 Annual Resolution of Appropriations includes an amendment as discussed with the Board of Supervisors on April 14 to accommodate the School Board's April 23 adoption of its budget for the School Fund that was for \$389,906 more than the School Fund Budget originally approved by the Board of Supervisors. This adjustment supports a full year of salary increases for teachers. This amendment would not exceed one percent of the FY 16 total budgeted expenditures and therefore does not require a public hearing.

The FY 16 Annual Resolution of Appropriations continues to provide the authority for the County Executive to administratively approve budget transfers of unencumbered funds for up to \$50,000.00 per fund in the fiscal year from one classification, department or project to another within the same general government fund.

In addition, to increase administrative efficiency and effectiveness throughout the year while continuing to provide transparency in budgeting, the FY 16 Resolution includes proposed language that, if approved by the Board, provides the authority for the County Executive to also transfer funding from specific Board approved FY 16 reserve accounts to the appropriate budget line-items as required to ensure proper accounting of these expenditures. These specific Board approved reserve accounts would be limited to 1) the funding approved in FY 16 for the General Government's Training Pool, 2) the Innovation Fund, 3) the Salary Reserves for Reclassifications and Pay-for-Performance account, and 4) the Fuel Contingency Reserve. In addition, there is proposed language that would authorize the County Executive to allocate the County-wide salary lapse budget between department budgets to appropriately reflect where salary lapse actually occurs. As currently provided for all of the County Executive administratively approved budget transfers, any such transfer or distribution will be reported to the Board of Supervisors as part of the County's quarterly financial reports.

The Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing to allow the County to use up to \$43,389,518 in bond proceeds to reimburse capital program expenditures in the FY 16 Capital Budget is also included as Attachment B.

Staff recommends approval of the Annual Resolution of Appropriations for FY 16 (Attachment A) that allocates a total of \$374,747,444 to various General Government and School Division operating, capital improvement, and debt service accounts for expenditure in FY 16 and amends existing policy regarding the transfer of reserve account funding as outlined above.

This appropriation totals \$374,747,444 and is made up of the following major funds:

General Fund \$249,196,163
General Fund School Reserve Fund 1,623,967
School Fund 167,067,883
School Special Revenue Funds 16,192,692
Other General Government Funds 37,738,170
Capital Projects 56,094,979
Debt Service 18,746,051
SUBTOTAL \$546,659,905

Less Inter-fund Transfers (\$171,912,461)
TOTAL (new appropriations) \$374,747,444

Additionally, in accordance with the funding plan presented in the Capital Budget, staff recommends approval of the attached Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing (Attachment B) to allow the County to use up to \$43,389,518 in bond proceeds to reimburse capital program expenditures.

Ms. Lori Allshouse, Director of the Office of Management and Budget, provided Board members with a replacement page of the proposed resolution because one of the line items was not included.

Ms. Mallek said that her item regarding lapse factor should actually be part of this discussion.

Ms. Allshouse reported that on April 14, 2015, the Board approved the 2016 fiscal year operating and capital budgets; on April 23, 2015 the School Board adopted the school fund and their self-sustaining fund budgets; and on May 6, the Board adopted the 2016 operating and capital budget totaling \$374.4 million. She stated this resolution provides the authority to spend funds in fiscal year 2016 and also the authority to utilize bond proceeds to reimburse the capital program as approved. Ms. Allshouse noted this appropriation includes the first amendment to the budget, which was originally discussed on April 14, for the School Board's full year of salary increases for their teachers, and the amendment provides the additional \$389,906 to do that. Ms. Allshouse stated this continues the County Executive's authority to approve budget transfers up to \$50,000 per fund, from one project classification or department to another within the same fund. She stated this does not increase the budget, it just transfers, for administrative efficiency. In addition, she said, staff is requesting additional transfer authority for the County Executive to allocate the salary lapse budget and transfer funding from specific Board-approved reserve accounts to the appropriate budget line for accounting purposes. Ms. Allshouse noted these accounts are specific: the Training Pool, the Salary Reserves, the Innovation Fund and the Fuel Contiguously, so rather than bringing this to the Board on a monthly basis, it was determined to be a best practice for efficiency to have the County Executive make the transfers. She stated that for transparency, all these transfers will be included in the County's quarterly finance report. Ms. Allshouse reported this particular resolution of appropriations, per the approved budget, includes \$256,488 for the design of the Pantops Fire Rescue Station in 2016, and there will be a work session today on Fire Rescue, so the Board might take a different action. She stated the funds for the design will be appropriated but will not be expended until the Board approves moving forward.

Ms. Allshouse noted the salary lapse is budgeted at 1.25% or about \$440,000 per year, and it is moved to where the lapse occurs throughout the year, so Mr. Foley will be able to move it wherever the lapse is.

Ms. Mallek asked for confirmation that the salary lapse money for personnel does not move elsewhere in the budget. Ms. Allshouse said it absolutely will not, and they budget the lapse as a budget item throughout the budget.

Mr. Boyd said that in his six years on the Access Albemarle Task Force, he was under the impression that they would be able to establish an exact lapse factor. Ms. Allshouse said she can provide that report to the Board, and when they do budget it, it will be part of the transparency in the quarterly budget report.

Ms. Allshouse stated that before the Board is a recommendation for approval of the annual resolution of appropriations for Fiscal Year 2016; the approval of the proposed language in the 2016 resolution to provide the transfer authority as described; and the approval of the resolution of official intent to reimburse expenditures with proceeds of borrowing.

Mr. Davis noted there will be two resolutions needing separate motions: Attachment A with the replacement page will be the Resolution of Appropriation; and attachment B is the Reimbursement Resolution.

Mr. Boyd asked if a total has been removed on the replacement page. Ms. Laura Vinzant, Senior Budget Analyst, clarified the updated page and figures, with total general government capital expenditures as \$38,101,597 and an equivalent revenue piece.

Ms. Palmer asked what will happen if they approve the budget in the form that it is, which assigns funding for the Pantops Fire Station, but decide to use that funding elsewhere. Ms. Allshouse replied that it will be put into a reserve or could be used for something different, but will not be spent without Board approval.

Mr. Foley stated that it will be transferred to the CIP reserve if it is decided at the work session on the fire fund not to go forward with the design, so it will not be allocated for any expenditure.

Mr. Boyd said they had held public hearings on the fire station, and the Pantops Advisory Council is expecting that to be done, so he will want to have their input. Mr. Sheffield agreed.

Mr. Davis stated that this is left as a placeholder in the CIP for that reason.

Ms. Mallek **moved** to adopt the Annual Resolution of Appropriations for FY 16 that allocates a total of \$374,747,444 to various General Government and School Division operating, capital improvement, and debt service accounts for expenditure in FY 16 and amends existing policy regarding the transfer of reserve account funding. Ms. McKeel **seconded** the motion. Roll was called and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.
NAYS: None.

(Note: The adopted resolution is set out in full below:)

**ANNUAL RESOLUTION OF APPROPRIATIONS
OF THE COUNTY OF ALBEMARLE
FOR THE FISCAL YEAR ENDING June 30, 2016**

A RESOLUTION making appropriations of sums of money for all necessary expenditures of the COUNTY OF ALBEMARLE, VIRGINIA, for the fiscal year ending June 30, 2016; to prescribe the provisions with respect to the items of appropriation and their payment; and to repeal all previous appropriation ordinances or resolutions that are inconsistent with this resolution to the extent of such inconsistency.

BE IT RESOLVED by the Albemarle County Board of Supervisors:

SECTION I - GENERAL GOVERNMENT

That the following sums of money be and the same hereby are appropriated from the GENERAL FUND to be apportioned as follows for the purposes herein specified for the fiscal year ending June 30, 2016:

Paragraph One: GENERAL MANAGEMENT AND SUPPORT

Board of Supervisors	\$677,917
County Executive	\$1,268,251
Human Resources	\$617,379
County Attorney	\$1,057,886
Finance Department	\$5,072,152
Management and Budget	\$407,135
Information Technology	\$2,914,390
Voter Registration/ Elections	<u>\$661,913</u>
	\$12,677,023

Paragraph Two: JUDICIAL

Circuit Court	\$102,411
General District Court	\$40,488
Magistrate	\$4,650
Juvenile Court	\$116,296
Public Defender's Office	\$75,160
Clerk of the Circuit Court	\$863,108
Sheriff's Office	\$2,350,929
Commonwealth's Attorney	<u>\$1,278,164</u>
	\$4,831,206

Paragraph Three: PUBLIC SAFETY

Police Department	\$17,471,930
Transfer to Fire Rescue Services Fund - Operations	\$11,760,726
Inspections and Building Codes	\$1,372,968
Emergency Communications Center	\$2,263,654
Albemarle Charlottesville Regional Jail	\$3,587,234
Community Attention Home	\$60,149
Juvenile Detention Center	\$785,339
Foothills Child Advocacy Center	\$31,297
Offender Aid and Restoration	\$154,402
SPCA Shelter Contribution	\$562,292
Virginia Juvenile Community Crime Control	<u>\$52,231</u>
	\$38,102,222

Paragraph Four: GENERAL SERVICES / PUBLIC WORKS

Transfer to Facilities Development Fund	\$211,142
General Services	\$4,212,684
Rivanna Solid Waste Authority	<u>\$502,773</u>
	\$4,926,599

Paragraph Five: HUMAN SERVICES

Department of Social Services	\$12,076,309
Transfer to Bright Stars Fund	\$898,368
Transfer to Comprehensive Services Act (CSA) Fund	\$2,340,000
Tax Relief for Elderly/Disabled	\$950,000
Health Department	\$637,856
Region Ten	\$704,083
Agency Budget Review Team (ABRT)	\$14,477
Boys & Girls Club	\$20,000
Charlottesville Free Clinic	\$116,699
ReadyKids	\$68,291
Computers 4 Kids	\$13,379
Jefferson Area Board for Aging (JABA)	\$307,678
Jefferson Area CHIP	\$301,500
JAUNT	\$1,328,116
Legal Aid Justice Center	\$38,700
Piedmont CASA	\$9,270
Piedmont Workforce Network	\$15,410
Sexual Assault Resource Agency (SARA)	\$20,600
Shelter for Help in Emergency (SHE)	\$88,079
Thomas Jefferson Area Coalition for the Homeless (TJACH)	\$20,405
United Way	<u>\$117,100</u>
	\$20,086,320

Paragraph Six: EDUCATION

Piedmont Virginia Community College	\$23,510
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Paragraph Seven: PARKS, RECREATION AND CULTURE

Department of Parks & Recreation	\$2,566,741
Jefferson-Madison Regional Library	\$4,040,320
African American Festival	\$2,700
Ashlawn Highland Festival	\$3,800
Literacy Volunteers	\$25,287
Municipal Band	\$8,000
Piedmont Council of the Arts	\$10,000
Virginia Festival of the Book	\$10,000
Virginia Film Festival	\$10,000
Visitor's Bureau	<u>\$773,146</u>
	\$7,449,994

Paragraph Eight: COMMUNITY DEVELOPMENT

Department of Community Development	\$4,613,495
Housing Office	\$492,091
VPI Extension Service	\$192,968
Soil & Water Conservation	\$105,582
Office of Economic Development	\$352,235
Albemarle Housing Improvement Program (AHIP)	\$400,000
Charlottesville Area Transit	\$905,477
Central Virginia Small Business Development Center (CVSBDC)	\$10,000
Monticello Area Community Action Agency (MACAA)	\$63,200
Piedmont Housing Alliance	\$34,716
Planning District Commission	\$125,092
Streamwatch	<u>\$10,380</u>
	\$7,305,236

Paragraph Nine: REVENUE SHARING AGREEMENT

Revenue Sharing Agreement	\$16,058,668
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Paragraph Ten: TAX REFUNDS, ABATEMENTS, & OTHER REFUNDS:

Refunds and Abatements	\$167,000
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Paragraph Eleven: OTHER USES OF FUNDS

Transfer to School Fund - Recurring	\$114,033,502
Transfer to School Division Debt Service	\$12,756,859
Transfer to School Division Capital Projects	\$76,915
Transfer to General Government Debt Service	\$5,740,730
Transfer to General Government Capital Projects	\$1,394,240
Transfer to Fire Rescue Services Capital Projects	\$647,101
Transfer to Water Resources Fund	\$1,132,128
Disability Reserve	\$5,000
Economic Development Fund	\$300,000
Grants Leveraging Fund	\$100,000
Innovation Fund	\$25,000
Fuel Contingency	\$133,000
Training Pool	\$51,000
Reserve for Contingencies	\$201,075
Salary Reserve - Reclassifications	\$150,000
Salary Reserve - Compression	\$103,421
Salary Reserve - Pay for Performance	\$197,344
Efficiencies/Savings	(\$90,000)
VERIP Program	\$611,070
	\$137,568,385

Total GENERAL FUND appropriations for the fiscal year ending June 30, 2016:	\$249,196,163
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To be provided as follows:

Revenue from Local Sources	\$216,999,634
Revenue from the Commonwealth	\$23,130,373
Revenue from the Federal Government	\$4,806,650
Transfers In from Other Funds	\$2,969,644
Use of Fund Balance	\$1,289,862

Total GENERAL FUND resources available for fiscal year ending June 30, 2016:	\$249,196,163
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SECTION II: GENERAL FUND SCHOOL RESERVE FUND

That the following sums of money be and the same hereby are appropriated for GENERAL FUND SCHOOL RESERVE FUND purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: GENERAL FUND SCHOOL RESERVE FUND

Transfer to the School Fund	\$1,623,967
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Total GENERAL FUND SCHOOL RESERVE FUND appropriations for fiscal year ending June 30, 2016:	\$1,623,967
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To be provided as follows:

Use of Fund Balance	\$1,623,967
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Total GENERAL FUND SCHOOL RESERVE FUND resources available for fiscal year ending June 30, 2016:	\$1,623,967
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SECTION III: REGULAR SCHOOL FUND

That the following sums of money be and the same hereby are appropriated for SCHOOL purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: REGULAR SCHOOL FUND

Instruction	\$127,084,678
Administration, Attendance, and Health	\$7,399,807
Pupil Transportation	\$10,020,623
Operation and Maintenance	\$15,502,045
School Food Services and Other Non-Instructional Services	\$0
Facilities	\$320,949
Debt Service and Fund Transfers	\$3,769,753
Technology	\$2,970,028
Contingency/Reserve	\$0

Total REGULAR SCHOOL FUND appropriations for fiscal year ending June 30, 2016:	\$167,067,883
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To be provided as follows:

Revenue from Local Sources (General Fund Transfer)	\$114,033,502
Revenue from Other Local Sources	\$2,164,583
Revenue from the Commonwealth	\$45,823,333
Revenue from the Federal Government	\$3,022,498
Transfers	\$400,000
Transfer from General Fund School Reserve Fund	\$1,623,967

Total REGULAR SCHOOL FUND resources available for fiscal year ending June 30, 2016:	\$167,067,883
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SECTION IV: OTHER SCHOOL FUNDS

That the following sums of money be and the same hereby are appropriated for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: OTHER SCHOOL FUNDS

Instruction	\$6,824,073
Administration, Attendance, and Health	\$0
Pupil Transportation	\$1,109,702
Operation and Maintenance	\$396,225
School Food Services and Other Non-Instructional Services	\$7,462,692
Facilities	\$0
Debt Service and Fund Transfers	\$400,000
Technology	\$0
Contingency/Reserve	\$0

Total OTHER SCHOOL FUND appropriations for fiscal year ending June 30, 2016:	\$16,192,692
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To be provided as follows:

Revenue from Local Sources	\$8,707,599
Revenue from the Commonwealth	\$494,896
Revenue from the Federal Government	\$5,178,076
Transfers	\$1,647,121
Use of Fund Balance	\$165,000

Total OTHER SCHOOL FUND resources available for fiscal year ending June 30, 2016:	\$16,192,692
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SECTION V: OTHER GENERAL GOVERNMENT FUNDS

That the following sums of money be and the same hereby are appropriated for OTHER PROGRAM purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: OTHER GENERAL GOVERNMENT FUNDS

Computer Maintenance and Replacement	\$280,763
Commonwealth Attorney Commission	\$60,000
Victim-Witness Program	\$124,558
Crime Analysis Grant	\$68,074
Regional Firearms Training Center	\$118,432
Fire Rescue Services	\$14,583,537
Criminal Justice Grant Programs	\$731,081
Water Resources	\$1,584,494
Facilities Development	\$1,032,549
Courthouse Maintenance	\$35,700
Old Crozet School Operations	\$83,763
Vehicle Replacement	\$1,120,254
Bright Stars Program	\$1,384,612
Comprehensive Services Act	\$10,141,584
MJ Health Grant	\$5,000
Darden Towe Memorial Park	\$273,153
Tourism Enhancement	\$1,828,780
Proffer Funds	\$750,035
Metropolitan Planning Organization Funding	\$11,801
Economic Development Authority	\$80,000
Housing Assistance Fund	\$3,440,000

Total OTHER GENERAL GOVERNMENT FUNDS appropriations for fiscal year ending June 30, 2016:	\$37,738,170
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To be provided as follows:

Revenue from Local Sources	\$4,145,895
Revenue from the Commonwealth	\$7,565,016
Revenue from the Federal Government	\$3,483,320
Transfers In from Other Funds	\$21,041,538
Use of Fund Balance	\$1,502,401

Total OTHER SCHOOL FUND resources available for fiscal year ending June 30, 2016:	<u>\$37,738,170</u>
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SECTION VI - GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND

That the following sums of money be and the same hereby are appropriated from the GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND to be apportioned as follows for the purposes herein specified for the fiscal year ending June 30, 2016:

Paragraph One: ADMINISTRATION

Time and Attendance System	\$621,000
Voting Machine Replacements	<u>\$75,345</u>
	\$696,345

Paragraph Two: COURTS

Commonwealth Attorney Case Management System Replacement	\$50,000
Court Facilities Addition/Renovation	\$29,810
Court Facilities Interim Modification	<u>\$13,627</u>
	\$93,437

Paragraph Three: PUBLIC SAFETY

ECC Regional 800Mhz Communication System	\$18,808,000
Police County 800Mhz Radio Replacements	\$746,346
Police Mobile Data Computers Replacement	\$429,000
Police Patrol Video Cameras Replacement	\$101,920
Police Tactical Truck Replacement	\$150,000
Seminole Trail VFD Renovation/Addition	<u>\$1,703</u>
	\$20,236,969

Paragraph Four: PUBLIC WORKS

City/County Co-Owned Maintenance/Replacement	\$4,859
County E911 Road Sign Upgrade	\$543,165
County Owned Facilities Maintenance/Replacement	\$1,599,349
Economic Development Office Renovations	<u>\$13,627</u>
Ivy Fire Station 14 Maintenance Obligation	\$50,000
Ivy Landfill Remediation	\$523,000
Moores Creek Septage Receiving	\$109,441
Solid Waste & Recycling Solution	<u>\$1,200,000</u>
	\$4,043,441

Paragraph Five: COMMUNITY/NEIGHBORHOOD DEVELOPMENT

Places 29 Small Area Study	\$120,000
Sidewalk Construction Program	\$232,283
Street Improvement	<u>\$6,728</u>
	\$359,011

Paragraph Six: PARKS, RECREATION & CULTURE

Burley & Lane Field Pole Light Replacement	\$503,513
City/County Owned Parks Maintenance/Replacement	\$350,847
County Owned Parks Maintenance/Replacement	\$805,178
Crozet Park Maintenance/Replacement and Improvements	\$253,066
Parks Greenways/Blueways	<u>\$655,897</u>
	\$2,568,501

Paragraph Seven: LIBRARIES

Rio Property-Library/Storage	<u>\$3,407</u>
	\$3,407

Paragraph Eight: TECHNOLOGY AND GIS

County Server/Infrastructure Upgrade	\$450,528
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Paragraph Nine: ACQUISITION OF CONSERVATION EASEMENTS (ACE)

ACE Program	\$250,000
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Paragraph Ten: OTHER USES OF FUNDS

Capital Program Reserve	\$1,342,325
Transfer to School Division Capital Improvements Fund	\$8,040,429
Future General Government Project Management Services	\$17,204
	\$9,399,958

Total GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2016:	\$38,101,597
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To be provided as follows:

Revenue from Local Sources (General Fund Transfer)	\$1,453,445
Revenue from Local Sources (Other Transfers)	\$831,753
Revenue from Other Local Sources	\$9,436,287
Revenue from the Commonwealth	\$13,500
Borrowed Funds	\$21,148,306
Use of Fund Balance	\$5,218,306

Total GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2016:	\$38,101,597
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SECTION VII: SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND

That the following sums of money be and the same hereby are appropriated from the SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: EDUCATION (SCHOOL DIVISION)

Administrative Technology	\$261,000
Agnor Hurt Elementary Addition/Renovation	\$25,551
Bright Stars Trailer Relocation	\$25,000
Henley Middle School Auxiliary Gym Addition	\$15,331
Instructional Technology	\$575,000
Learning Space Modernization	\$899,600
Red Hill School Modernization	\$100,400
School Bus Replacement	\$1,200,000
School Maintenance/Replacement	\$5,884,326
School Security Improvements	\$518,749
State Technology Grant	\$752,000
Western Albemarle High School Environmental Academy	\$643,397
	\$10,900,354

Total SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2016:	\$10,900,354
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To be provided as follows:

Revenue from Local Sources (General Fund Transfer)	\$136,120
Revenue from Local Sources (Proffer Fund Transfer)	\$113,982
Revenue from Other Local Sources	\$2,000
Revenue from the Commonwealth	\$1,052,000
Revenue from Local Sources (General Govt Capital Programs Transfer)	\$8,040,429
Use of Fund Balance	\$1,555,823

Total SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2016:	\$10,900,354
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SECTION VIII: WATER RESOURCES CAPITAL IMPROVEMENTS FUND

That the following sums of money be and the same hereby are appropriated from the WATER RESOURCES CAPITAL IMPROVEMENTS FUND for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: WATER RESOURCES PROJECTS

Carrsbrook Sinkhole Repair	\$3,407
Church Road Basin	\$3,407

Hollymead Dam Spillway Improvement	\$208,517
Multi-Facility Maintenance	<u>\$15,331</u>
	\$230,662

Total WATER RESOURCES CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2016:	<u>\$230,662</u>
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To be provided as follows:

Revenue from Local Sources (Water Resources Fund Transfer)	\$63,848
Borrowed Funds	<u>\$166,814</u>

Total WATER RESOURCES CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2016:	<u>\$230,662</u>
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SECTION IX: REGIONAL PUBLIC SAFETY FIREARMS TRAINING CENTER FUND

That the following sums of money be and the same hereby are appropriated from the REGIONAL PUBLIC SAFETY FIREARMS TRAINING CENTER FUND for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: PUBLIC SAFETY FIREARMS TRAINING CENTER

Regional Firearms Range Facility	<u>\$57,916</u>
	\$57,916

Total REGIONAL FIREARMS TRAINING CENTER FUND appropriations for fiscal year ending June 30, 2016:	<u>\$57,916</u>
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To be provided as follows:

Use of Fund Balance	<u>\$57,916</u>
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Total REGIONAL FIREARMS TRAINING CENTER FUND resources available for fiscal year ending June 30, 2016:	<u>\$57,916</u>
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SECTION X: FIRE RESCUE SERVICES CAPITAL IMPROVEMENTS FUND

That the following sums of money be and the same hereby are appropriated from the FIRE RESCUE SERVICES CAPITAL IMPROVEMENTS FUND for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: FIRE RESCUE SERVICES

Apparatus Replacement Program	\$2,527,593
Fire Rescue Airpacks Replacement	\$2,997,780
Fire Rescue Mobile Data Computers Repl	\$55,000
Fire Rescue Volunteer Facilities Assessments	\$81,000
Pantops Fire/Rescue Station	\$256,488
Station 8 Renovation	<u>\$886,589</u>
	\$6,804,450

Total FIRE RESCUE SERVICES CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2016:	<u>\$6,804,450</u>
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To be provided as follows:

Revenue from Local Sources (Transfers from Other Funds)	\$647,101
Borrowed Funds	<u>\$6,157,349</u>

Total FIRE RESCUE SERVICES CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2016:	<u>\$6,804,450</u>
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SECTION XI: DEBT SERVICE

That the following sums of money be and the same hereby are appropriated for the function of DEBT SERVICE to be apportioned as follows from the GENERAL GOVERNMENT DEBT SERVICE FUND and the SCHOOL DIVISION DEBT SERVICE FUND for the fiscal year ending June 30, 2016:

Paragraph One: SCHOOL DIVISION DEBT SERVICE FUND

Debt Service - School Division	\$13,005,321
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Total SCHOOL DIVISION DEBT SERVICE appropriations for fiscal year ending June 30, 2016:	\$13,005,321
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To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$12,638,449
Revenue from Other Local Sources	\$175,677
Revenue from the Commonwealth	\$112,315
Revenue from the Federal Government	<u>\$78,880</u>
Total SCHOOL DIVISION DEBT SERVICE resources available for fiscal year ending June 30, 2016:	\$13,005,321

Paragraph Two: GENERAL GOVERNMENT DEBT SERVICE FUND

Debt Service - General Government	\$5,740,730
Total GENERAL GOVERNMENT DEBT SERVICE appropriations for fiscal year ending June 30, 2016:	\$5,740,730

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$5,740,730
Total GENERAL GOVERNMENT DEBT SERVICE resources available for fiscal year ending June 30, 2016:	\$5,740,730

GRAND TOTAL - DEBT SERVICE FUNDS	<u>\$18,746,051</u>
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TOTAL APPROPRIATIONS MENTIONED IN
SECTIONS I - VIII OF THIS RESOLUTION
FOR THE FISCAL YEAR ENDING June 30, 2016

RECAPITULATION:

Appropriations:

Section I	General Fund	\$249,196,163
Section II	General Fund School Reserve Fund	\$1,623,967
Section III	School Fund	\$167,067,883
Section IV	Other School Funds	\$16,192,692
Section V	Other General Government Funds	\$37,738,170
Section VI	General Government Capital Improvements Fund	\$38,101,597
Section VII	School Division Capital Improvements Fund	\$10,900,354
Section VIII	Water Resources Capital Improvements Fund	\$230,662
Section IX	Regional Public Safety Firearms Training Center Fund	\$57,916
Section X	Fire Rescue Services Capital Improvements Fund	\$6,804,450
Section XI	Debt Service	<u>\$18,746,051</u>
		\$546,659,905

Less Inter-Fund Transfers	(\$171,912,461)
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GRAND TOTAL - ALBEMARLE COUNTY APPROPRIATIONS	<u>\$374,747,444</u>
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SECTION XII: EMERGENCY COMMUNICATIONS CENTER

That the following sums of money be and the same hereby are appropriated from the EMERGENCY COMMUNICATIONS CENTER FUND for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: EMERGENCY COMMUNICATIONS CENTER FUND

Emergency Communications Center	<u>\$5,601,520</u>
Total EMERGENCY COMMUNICATIONS CENTER FUND appropriations for fiscal year ending June 30, 2016:	\$5,601,520

To be provided as follows:

Albemarle County	\$2,254,762
City of Charlottesville	\$1,751,653
University of Virginia	\$662,614
Revenue from Other Local Sources	\$325,516
Revenue from the Commonwealth	\$603,749
Revenue from the Federal Government	<u>\$3,226</u>
Total EMERGENCY COMMUNICATIONS CENTER FUND resources available for fiscal year ending June 30, 2016:	\$5,601,520

BE IT RESOLVED THAT the County Executive is hereby authorized to administratively approve budget transfers of unencumbered funds of up to \$50,000.00 per fund in the fiscal year from one classification, department, or project to another within the same general governmental fund.

BE IT FURTHER RESOLVED THAT the County Executive is authorized to allocate funding from the below identified classifications to appropriate budget line-items for expenditure:

Expenditure Classifications Eligible for Transfer Under this Resolution:

- Training Pool
- Innovation Fund
- Salary Reserve - Reclassifications
- Salary Reserve - Pay for Performance
- Fuel Contingency Reserve

BE IT FURTHER RESOLVED THAT the County Executive is authorized to allocate salary lapse between department budgets.

BE IT FURTHER RESOLVED THAT the Director of Finance is hereby authorized to transfer monies from one fund to another, from time to time as monies become available, sums equal to, but not in excess of, the appropriations made to these funds for the period covered by this appropriation resolution.

SECTION XIII

All of the monies appropriated as shown by the contained items in Sections I through X are appropriated upon the provisos, terms, conditions, and provisions herein before set forth in connection with said terms and those set forth in this section. The Director of Finance (Betty Burrell) and Clerk to the Board of Supervisors (Ella W. Jordan) are hereby designated as authorized signatories for all bank accounts.

Paragraph One

Subject to the qualifications in this resolution contained, all appropriations are declared to be maximum, conditional, and proportionate appropriations - the purpose being to make the appropriations payable in full in the amount named herein if necessary and then only in the event the aggregate revenues collected and available during the fiscal year for which the appropriations are made are sufficient to pay all of the appropriations in full.

Otherwise, the said appropriations shall be deemed to be payable in such proportion as the total sum of all realized revenue of the respective funds is to the total amount of revenue estimated to be available in the said fiscal year by the Board of Supervisors.

Paragraph Two

All revenue received by any agency under the control of the Board of Supervisors included or not included in its estimate of revenue for the financing of the fund budget as submitted to the Board of Supervisors may not be expended by the said agency under the control of the Board of Supervisors without the consent of the Board of Supervisors being first obtained, nor may any of these agencies or boards make expenditures which will exceed a specific item of an appropriation.

Paragraph Three

No obligations for goods, materials, supplies, equipment, or contractual services for any purpose may be incurred by any department, bureau, agency, or individual under the direct control of the Board of Supervisors except by requisition to the purchasing agent; provided, however, no requisition for items exempted by the Albemarle County Purchasing Manual shall be required; and provided further that no requisition for contractual services involving the issuance of a contract on a competitive bid basis shall be required, but such contract shall be approved by the head of the contracting department, bureau, agency, or individual, the County Attorney, and the Purchasing Agent or Director of Finance. The Purchasing Agent shall be responsible for securing such competitive bids on the basis of specifications furnished by the contracting department, bureau, agency, or individual.

In the event of the failure for any reason of approval herein required for such contracts, said contract shall be awarded through appropriate action of the Board of Supervisors.

Any obligations incurred contrary to the purchasing procedures prescribed in the Albemarle County Purchasing Manual shall not be considered obligations of the County, and the Director of Finance shall not issue any warrants in payment of such obligations.

Paragraph Four

Allowances out of any of the appropriations made in this resolution by any or all County departments, bureaus, or agencies under the control of the Board of Supervisors to any of their officers and employees for expense on account of the use of such officers and employees of their personal automobiles in the discharge of their official duties shall be paid at the rate established by the County Executive for its employees and shall be subject to change from time to time.

Paragraph Five

All travel expense accounts shall be submitted on forms and according to regulations prescribed or approved by the Director of Finance.

Paragraph Six

All resolutions and parts of resolutions inconsistent with the provisions of this resolution shall be and the same are hereby repealed.

Paragraph Seven

This resolution shall become effective on July first, two thousand and fifteen.

Ms. McKeel **moved** to adopt the Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing to allow the County to use up to \$43,389,518 in bond proceeds to reimburse capital program expenditures. Ms. Mallek **seconded** the motion. Roll was called and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.

NAYS: None.

(**Note:** The adopted resolution is set out in full below:)

**RESOLUTION OF OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF A BORROWING**

WHEREAS, the Albemarle County Board of Supervisors, Virginia (the "Borrower") intends to acquire, construct and equip the items and projects set forth in Exhibit A hereto (collectively, the "Project"); and

WHEREAS, plans for the Project have advanced and the Borrower expects to advance its own funds to pay expenditures related to the Project (the "Expenditures") prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt bonds or taxable debt, or both.

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

1. The Borrower intends to utilize the proceeds of tax-exempt bonds (the "Bonds") or to incur other debt to pay the costs of the Project in an amount not currently expected to exceed \$43,389,518.
2. The Borrower intends that the proceeds of the Bonds be used to reimburse the Borrower for Expenditures with respect to the Project made on or after the date that is no more than 60 days prior to the date of this Resolution. The Borrower reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Bonds or other debt.
3. Each Expenditure was or will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure); (b) a cost of issuance with respect to the Bonds; (c) a nonrecurring item that is not customarily payable from current revenues; or (d) a grant to a party that is not related to or an agent of the Borrower so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Borrower.
4. The Borrower intends to make a reimbursement allocation, which is a written allocation by the Borrower that evidences the Borrower's use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Borrower recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction of at least five years.
5. The Borrower intends that the adoption of this Resolution confirms the "official intent" within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.
6. This Resolution shall take effect immediately upon its passage.

**CAPITAL IMPROVEMENT PROGRAM
BOND FUNDED PROJECTS
FY 2015/16**

Schools	Amount (\$)
Learning Space Modernization	899,600
Red Hill Elementary School Modernization	97,000
School Bus Replacement	900,000
School Maintenance/Replacement	5,140,000
School Security Improvements	492,812
Western Albemarle High School Environmental Studies Academy	511,018
Schools Subtotal	8,040,429
General Government	Amount (\$)
Burley-Lane Field Poles Lighting	503,513
County 800Mhz Radio Replacements	709,029
County E911 Road Sign Upgrade	554,165
County Server Infrastructure Upgrade	428,002
County-Owned Facilities Maintenance/Replacement	462,868
Court Facilities Addition/Renovation	29,810
Crozet Park Maintenance/Replacement and Improvements	190,000
ECC Regional 800 MHz Communication System	9,498,041
Fire Rescue Airpacks	2,847,891
Fire Rescue Apparatus Replacement-Program	2,191,309
Fire Rescue Station 8 Renovations	861,661
Hollymead Dam Spillway Improvement	166,814
Pantops Fire/Rescue Station	256,488
Police Tactical Truck Replacement	142,500
Time and Attendance	589,950
General Government Subtotal	19,432,040
TOTAL DEBT ISSUE – FY 2015/16 PROJECTS	27,472,469

PREVIOUSLY APPROPRIATED PROJECTS TO BE BOND FUNDED

Schools	Amount (\$)
School Bus Replacement	1,225,000
School Maintenance/Replacement	4,146,573
Schools Subtotal	5,371,573
General Government	Amount (\$)
County 800Mhz Radio Replacements	479,907
County Server Infrastructure Upgrade	393,541
County-Owned Facilities Maintenance/Replacement	573,673
Court Facilities Addition/Renovation	2,262,683
ECC Integrated Public Safety Technology	2,621,029
Fire Rescue Apparatus Replacement-Program	2,799,007
Firearms Range	955,866
Hollymead Dam Spillway Improvement	9,770
Telephony Solution Replacement (Previously PBX)	450,000
General Government Subtotal	15,545,476
TOTAL DEBT ISSUE – ALL PROJECTS	43,389,518

Agenda Item No. 10. Objectives for Years Two and Three of the FY 15-17 Strategic Plan.

The executive summary as presented by staff states that the Board of Supervisors has formally engaged in the County's strategic planning efforts since 2001. The Board provided direction and guidance for the development of the FY15-17 Strategic Plan during a retreat held on June 10, 2014. After additional discussion at subsequent Board meetings, the Board gave final approval of eight goals and associated Year One Priorities at its October 1, 2014 meeting. At the February 4, 2015 meeting, staff provided a progress report on the strategic plan and indicated that draft objectives for Years Two and Three would be coming to the Board for review at an upcoming meeting.

The County's FY15-17 Strategic Plan reflects the Board's strategic priorities.

The purpose of Board review on June 3rd is to work toward a final set of strategic priorities to guide staff actions over the next two to three years. Staff drafted proposed objectives for Years Two and Three (see Attachment A) based on:

Board priorities identified at June 2014 retreat (see Attachment B)
Progress on Year One objectives (see Attachment C)
Input from County department heads
General Board discussion and action over the past several months

Staff originally shared these draft objectives with the Board on May 13. Since that time, Board members have provided some written feedback to staff. While that feedback did not result in any changed proposed objective language, it will help guide staff in the next step of designing work plans with timelines and strategies that will be shared at a future Board meeting.

As a reminder, the objectives and strategies of the FY15-17 Strategic Plan are being tracked and managed on a regular basis. Reports are provided to the Board on a monthly basis through the County Executive's Monthly Report, with comprehensive updates provided biannually. As new strategic issues associated with the current Strategic Plan are identified, staff will bring them to the Board's attention for consideration. For example, the Board may want to revisit strategic objectives once Citizen Survey data and recommendations from the Citizen Committee are available.

The Strategic Plan provides direction for the County's Five-Year Financial Plan and annual budget processes.

After final review and consideration by the Board on June 3, staff recommends that the Board adopt the attached draft objectives for Years Two and Three (Attachment A). If necessary due to additional changes proposed at the meeting, this item can be scheduled for final action in July.

Ms. Dittmar introduced Louise Wyatt, Organizational Development Manager, and stated the Board had provided feedback to her via email on this item.

Ms. Wyatt stated the draft objectives for years two and three were presented at last month's Board Meeting but time did not allow for discussion, although Board members had provided written feedback. She stated that after today's review and discussion, staff recommends that the Board approve these objectives and if they believe additional work is necessary, staff can bring it forward again next month.

Ms. Wyatt stated that under Goal 1 of Citizen Engagement, one of their objectives was to reach citizens in diverse circumstances, which has been addressed with online streaming and pod casts. She said the other specific objective is community leadership capacity, and the recent Neighborhood Leadership Summit is the type of work expected. Ms. Wyatt noted that Mr. Sheffield had provided a written recommendation to create a method for interaction between existing neighborhoods and new developments. She said he had mentioned having some sort of forum for the new Lochlyn Hills residents to post information and respond to questions from the Rio Heights area, and that will be taken into account as staff puts together a work plan for these objectives.

Ms. Mallek noted not to overlook the many residents that do not use electronic media and not to forget the flyers in grocery stores.

Ms. Wyatt stated that Goal 2 – Critical Infrastructure, includes an objective to think differently about how to fund CIP projects depending upon whether they are core projects, like a fire station, or more enhanced projects like parks, and this would consider things like grants or crowd fundraising like Kickstarter. She stated that Objective E – Broadband, Urban Infrastructure and School Space Needs articulates a focus on needing to establish and implement some direction in these areas. She also noted that Solid Waste and Courts are not included in objectives for years two and three because at this point they are transitioning to operational rather than strategic issues. Ms. Wyatt said with Development Areas, with the adoption of the Comp Plan drawing near, the next two years will be about moving forward with some of the work associated with implementation. She stated that B and C are moving that work ahead, as is D which is the other small plan area for Rivanna. Ms. Wyatt said that proposed Objective E reflects the Board discussions regarding aging urban area issues, and Ms. McKeel's written feedback noted this objective may not be worded strongly enough, so this may be something the Board wishes to discuss further. She stated that Objective F reflects the Board interest and discussion around urban areas and service districts, and Objective G is about strategic work that the newly hired Transportation Planner would help lead.

Mr. Foley stated their Strategic Planning Retreat may be the avenue by which to discuss these objectives, and staff agrees that the urban areas began to experience decay as the area grew.

Mr. Boyd noted there are two major obstacles to development areas: Route 250/Pantops and Route 29/Forest Lakes, which divide the residential from the commercial areas, and something needs to be planned to connect them.

Ms. Wyatt continued with Goal 5 – Economic Prosperity, and said that staff did not get too detailed about this goal because the Board will be defining a work plan in the fall.

She reported that Goal 6 – Educational Opportunities, a lot of work has been done for at-risk preschoolers, so staff has built the objectives to finalize the direction and develop a plan.

Ms. Wyatt stated that Goal 6 – Natural Resources has an adopted objective that will include developing and implementation of priorities of the water quality program, with the addition of a new staff person.

She stated that Goal 7 – Operational Capacity includes an objective related to Funding the Future Committee, and an objective related to employee pay, especially as it is related to salary compression. Ms. Wyatt stated that Objective E reflects what staff considers a large challenge, as many senior leaders will be retiring; and Objective F continues working directly with schools, with implementation of a joint local government and schools innovation group.

Ms. Wyatt stated that Goal 8 – Rural Areas focuses on work associated with implementing the rural transportation plan and working with the new Transportation Planner position.

Ms. Mallek suggested adding the country crossroads small area plans, with businesses in the Whitehall District eager to get started as soon as the Comp Plan is adopted.

Ms. Wyatt stated that staff recommends adopting the proposed objectives for years two and three.

Ms. Palmer asked if she can go back to critical infrastructure, and said they are behind on the Ivy Materials Utilization Center, as they are not going to meet the goal as it is stated. Mr. Foley stated that some of these do not meet their dates, but those will just stay at the top of the list as the Board works through them.

Ms. McKeel commented that she would prefer that the School Space Needs item include something about capacity, as there are significant challenges in the urban ring.

Ms. Dittmar stated that with the courts project, there are no new objectives included.

Mr. Foley said that all of the existing objectives will continue to wind through.

Ms. Dittmar asked if there is a place to add adult technical education. Mr. Foley suggested that it be included in Goal 5 – Education.

Mr. Boyd said that it might make more sense under workforce development.

Mr. Foley stated that when the economic development plan comes forward, it will certainly be reflected there.

Ms. Wyatt mentioned there is a parenthetical reference already to “include workforce development activities,” because staff knew it was important to the Board.

Ms. Mallek suggested adding a reference to CATEC.

Mr. Foley clarified that none of the year one objectives are coming off the priority list, and they will remain until completed.

Ms. Palmer **moved, seconded** by Ms. Mallek, to adopt the draft objects for Years Two and Three as modified in the Board’s discussion.

Mr. Boyd noted this is a planning document being used for strategic planning.

Mr. Foley agreed, stating that staff will be adding timelines and will continue to engage the Board going forward.

Roll was then called and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.
NAYS: None.

FY15-17 Strategic Plan: Year Two and Three Objectives
Adopted 6/4/15

Goal 1: Citizen Engagement:

Successfully engage citizens so that local government reflects their values and aspirations

- A. Adopted Year One Objective: By June 2015, increase opportunities for meaningful citizen engagement.
- B. Proposed Year Two/Three Objective: Establish and implement protocols, resources, and technologies that reach and respond to citizens from diverse circumstances. *Example strategy/action: Implementation of Granicus and live streaming*
- C. Proposed Year Two/Three Objective: Create and implement initiatives that strengthen community leadership capacity. *Example strategy/action: Working with neighborhood associations*

Goal 2: Critical Infrastructure:

Prioritize, plan and invest in critical infrastructure that responds to past and future changes and improves the capacity to serve community needs

- A. Adopted Year One Objective: By June 2015, establish and implement a 3-5 year plan for the use of the Ivy Material Utilization Center as a waste handling and recycling facility.
- B. Adopted Year One Objective: By October 2015, establish a long-term solid waste plan, with an emphasis on reducing, reusing, and recycling.
- C. Adopted Year One Objective: By June 2015, establish direction and begin the design process to meet the long-term needs of the Circuit and General District Court operations.
- D. Proposed Year Two/Three Objective: Develop differentiated funding strategies for core vs. enhanced (e.g., quality of life projects like parks, etc.) projects.
- E. Proposed Year Two/Three Objective: Establish and implement strategic direction including appropriate public engagement, for the following community needs:
 - Broadband
 - Urban infrastructure
 - School space needs (e.g., preschool, school capacity, modernization of facilities)

Goal 3: Development Areas:

Attract quality employment, commercial, and high density residential uses into development areas by providing services and infrastructure that encourage redevelopment and private investment while protecting the quality of neighborhoods

- A. Adopted Year One Objective: By June 2015, complete Comprehensive Plan Review and adoption.
- B. Proposed Year Two/Three Objective: Adopt a work plan and schedule for implementation of Comprehensive Plan strategies related to the Development Areas.
- C. Proposed Year Two/Three Objective: Work towards creation of midtown district by completing updated Places 29 Master Plan including Rio/Rt. 29 Small Area Plan.
- D. Proposed Year Two/Three Objective: Work to enhance Rivanna river corridor by completing updated Pantops Master Plan including Rivanna River Corridor Small Area Plan.
- E. Proposed Year Two/Three Objective: Explore and develop strategies designed to revitalize aging urban areas, focusing on existing neighborhoods and redevelopment possibilities.
- F. Proposed Year Two/Three Objective: Determine appropriate levels of service for urban areas and evaluate potential use of Urban Service District to fund those services.
- G. Proposed Year Two/Three Objective: Determine alternatives to expand multi-modal transportation options.

Goal 4: Economic Prosperity:

Foster an environment that stimulates diversified job creation, capital investments, and tax revenues that support community goals

- A. Adopted Year One Objective: By June 2015, establish an Economic Development Office to achieve the County's economic development mission and goals.

- B. Proposed Year Two/Three Objective: Establish and begin implementation of a Board-approved work plan (to include workforce development activities with partners such as CATEC) for the County's newly-created Economic Development Office.

Goal 5: Educational Opportunities:

Provide lifelong learning opportunities for all our citizens

- A. Adopted Year One Objective: By June 2015, in partnership with the school system, identify potential improvements in funding strategies for K-12.
- B. Adopted Year One Objective: By June 2015, a collaborative work group, which includes members of the School Division, Local Government and community members, will identify possible short- and long-term solutions to maintain, and possibly increase, the current availability of quality pre-school opportunities.
- C. Proposed Year Two/Three Objective: Finalize direction and develop a plan to enhance educational opportunities for at-risk preschoolers.

Goal 6: Natural Resources:

Thoughtfully protect and manage Albemarle County's ecosystems and natural resources in both the rural and development areas to safeguard the quality of life of current and future generations

- A. Adopted Year One Objective: By October 2015, establish direction and funding for a program to improve water quality.
- B. Proposed Year Two/Three Objective: Develop and begin implementation of a comprehensive program to improve water quality.
- C. Proposed Year Two/Three Objective: Establish and begin implementation of priorities for a natural resource program.

Goal 7: Operational Capacity:

Ensure County government's ability to provide high quality service that achieves community priorities

- A. Adopted Year One Objective: By December 2014, complete review of staffing needs through consideration of the Five Year Financial Plan.
- B. Adopted Year One Objective: By January 2015, identify and propose staffing resources needed to meet the Board's transportation priorities.
- C. Proposed Year Two/Three Objective: Develop alternate, sustainable funding strategies to address the County's long-term operational and capital funding needs.
- D. Proposed Year Two/Three Objective: Develop and begin implementation of pay strategies that address staff recruitment and retention challenges, especially as related to salary compression.
- E. Proposed Year Two/Three Objective: Develop and implement strategies for addressing imminent retirement of senior county staff.
- D. Proposed Year Two/Three Objective: In partnership with the school system, develop recommendations to enhance joint operations to achieve greater efficiencies and improved service delivery.

Goal 8: Rural Areas:

Preserve the character of rural life with thriving farms and forests, traditional crossroad communities, and protected scenic areas, historic sites, and biodiversity

- A. Adopted Year One Objective: By June 2015, complete Comprehensive Plan Review and adoption.
- B. Proposed Year Two/Three Objective: Adopt a work plan and schedule for implementation of Comprehensive Plan strategies related to the Rural Areas
- C. Proposed Year Two/Three Objective: Initiate the development of a rural transportation plan

Agenda Item No.11. Funding the Future: Proposed Process for Review and Charge of a Citizens Committee.

The executive summary as presented by staff states that last summer at the Board's strategic planning retreat, the Board discussed the challenges faced by the County in funding future services and identified the need to involve citizens in helping provide input regarding ways to best address this

challenge. During the Five-Year Financial Plan discussion this past fall, it became even clearer that funding existing and future needs is a challenge that exists for both local government and the school system. As was discussed and reviewed during the process, the issues facing the County are both the result of resource reductions made during the recession and growth in population and school enrollment since that time and projected into the future, among other things. Various alternative approaches to address funding needs were discussed by the Board and with the public during community meetings held in November and December. In response to the need to address these challenges the adopted budget calls for the formation of a citizens committee to evaluate and consider the resources necessary going forward and to recommend alternative approaches to address those resource needs.

The attached document provides a comprehensive approach to evaluate ways to address the gap between projected revenues and expenditures reviewed during last year's financial planning process.

This approach recognizes both the importance of citizen involvement in considering additional resources for the future, as well as the roles of the Board of Supervisors and School Board in considering existing funding formulas and establishing expenditure priorities. The processes proposed in this document are intended to provide the guidance necessary as we consider this year's Five-Year Financial Plan. Also included in the attachments is the proposed charge of the citizens committee. This document, as well as the overall plan, was developed with input from Board members and staff, a meeting between the Chairs of the Board of Supervisors and School Board and review by the County Executive and Superintendent. This document outlines the charge of the committee, the process for membership appointment and the anticipated general meeting schedule and topics for the work of the Committee. Both documents are proposed for your consideration in moving forward as we identify possible solutions to close the funding gap faced by the County.

Staff does not anticipate the need for funding beyond current appropriations unless facilitation services are needed by the committee. If that should be the case, staff will come back to the Board with a specific request for consideration.

After review and amendments the Board feels are appropriate, staff recommends approval of both the proposed process for review of funding challenges and the document outlining the charge and work of the proposed committee.

Mr. Foley stated the primary action sought from the Board is related the charge of the citizens committee, stemming from the Board's discussion regarding the funding gap between revenues and expenditures. He noted the Board had even discussed this in their strategic plan last year to look at sustainable funding for the future, and during the fall, after the five-year plan came out there was discussion with the public on that topic and strategies around resources. Mr. Foley said the budget was adopted with the approval of the establishment of the committee, and one of the issues in thinking about their charge was consideration of the work of other committees – as well as the work the Board and School Board are doing in relation to that gap. He said those committees include work related to stormwater, solid waste, school and local government efficiency, fire, and funding formulas – and the idea is not to have the committee take on a charge that broad. Mr. Foley said the purpose of the meeting today is to have the Board help clarify a more narrow charge of the citizens committee around resource opportunities, such as service districts, public referendums, and other revenue sources – as well as potential legislative changes. He stated these will all feed into the next five-year plan, and noted the reporting structure for the committees, and said the five-year plan this year may look different, with more of a policy direction than having staff present a policy plan that the Board can change. Mr. Foley added that he does not think staff can even give them a plan, given the work of these committees, and this will just lay out a timeline between June and December for policy and direction.

Mr. Foley stated the goal is to get the citizens committee appointed by July, with a meeting to take place with the School Board and Board, to provide a good education process as a foundation for their work. He said the charge of the committee is to develop a set of prioritized strategies to meet future resource needs, including identifying new sources of funding, considering various methods of raising funds, and potential enhancements of existing revenue sources. Mr. Foley said that in the Board's information is a specific schedule for their work, and it also points out what is not in the charge for the committee – such as the existing funding formula between local government and schools.

He said staff envisions a committee of 8-10 members with a background and experience in business or government finance or economics who are not currently in public office; appointments will be made by the Board of Supervisors along with input from the School Board. Mr. Foley said he and Ms. Dittmar have discussed that this is a good way to engage the schools, recognizing that the Board will have to make some final revenue decisions. He stated he has contacted Dr. Moran with the suggested protocol, so they can start gathering names of potential members – as the Board has been doing. Mr. Foley said he will share with the Board in closed session some of the names they have come up with, to be discussed at their July 8 meeting. He stated the committee will decide on their own chair to run the meeting, and it will be a fully open process, beginning with their work in July and completing it by the end of October. Mr. Foley stated this is before the Board in the detailed document, which also lays out the timeline and the vision of the work going forward, and it is before the Board for consideration and adoption.

Ms. Dittmar asked if the staff to support this committee will come from OMB or the County Executive's office. Mr. Foley responded that the Office of Management and Budget is under the umbrella

of the County Executive's Office, so they will staff it, but they will also engage the schools in the policy discussions.

Ms. Mallek stated that this is beautifully laid out.

Mr. Boyd noted that in the past, not enough private business people have been involved in these committees, and one of their biggest challenges will be defining "sustainable," and he wants to make sure they include those in the private sector who have been involved in these types of studies. Mr. Foley stated the word "sustainable" was purposefully omitted.

Mr. Boyd said that defining "need" is also key to the discussions. Mr. Foley stated they will want to get the committee grounded in the notion that the gap does not occur because of a lot of wildly ambitious things, but because the County wants to maintain adequate levels of police staffing, enough teachers to meet new student enrollment, and so forth.

Mr. Boyd said he would like to see the committee flesh out why population rate is used and not crime rate.

Ms. Mallek said they had stated that objective in their Comprehensive Plan.

Mr. Foley said the committee will be operating on the assumption that there is a gap, and there are valid reasons for it, with their focus being on establishing resources to fund it.

Mr. Boyd noted that he wants to be clear there are reasons for the police levels, but he wants those questions to be addressed.

Ms. Mallek emphasized the Board is not asking this committee to talk about the efficiency question – just how to solve the funding challenge from a resource perspective – otherwise they will get off track quickly.

Ms. McKeel commented that she appreciates the inclusion of schools in the process, and she likes the way this is structured.

Ms. Mallek **moved, seconded** by Mr. Sheffield, to approve both the proposed process for review of funding challenges and the document outlining the charge and work of the proposed committee. Roll was called and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.
NAYS: None.

Funding the Future

-Addressing the 5-Year Financial Plan Funding Gap-

Addressing the 5-Year Financial Plan funding gap will require a comprehensive review through various means. Below is a proposed process of review which recognizes the need for citizen input as well as review by the Board of Supervisors and School Board in ultimately coming to decisions on how to address the financial challenges facing the County. This process and continued discussion will better inform consideration of the new 5-Year Financial Plan this coming fall.

1. Citizen Committee review of resource alternatives to address the gap
 - a. Existing revenue sources
 - b. Alternative revenue sources
 - c. Taxes by service or other districts
 - d. Voter referendum to indicate support for tax increases for specific facilities
 - e. Continued pursuit of legislative changes to provide additional taxing authority
 - f. Other alternatives to enhance resources
2. Board of Supervisors Review
 - a. CIP Follow up Review
 - b. Land Use and Land Use Revalidation Programs
 - c. Fire Rescue Services Operating Fund
 - d. Partnership opportunities – County/City, UVA, Regional, Inter-departmental, Public-Private, etc.
 - e. Expenditure prioritization and reallocation
 - f. Economic Development Plan
3. Joint Review by the Board of Supervisors/School Board
 - a. Existing funding formula regarding the allocation of revenue growth between Schools, Local Government and Capital
 - b. 5-Year Plan Assumptions
 - c. Capital Improvements Plan and Decision Making Process
 - d. Local Government/Schools Joint Efficiency Committee/Study
 - e. Citizen Funding Committee recommendations
 - f. Specific consideration of referendum

Citizen Committee on County Resources

Preamble:

During this past year, through the County's Five-Year Financial Planning process, the County identified a significant gap between its projected growth in revenues and its anticipated expenditure needs for all County services, including schools. This gap existed in all five years of the financial plan and grows more significant over the period. Projected revenue growth is based on assumptions for growth in the economy and the projected increase in property values over the five year period, as well as anticipated State and Federal support. Anticipated expenditure needs are based on a set of assumptions regarding pay and benefits for local government and school staff and an assessment by departments and the school division of their future needs to meet existing and projected growth in demand for services. The projected increase in demand for services is primarily driven by projected population and enrollment growth. Similar to other localities, this increased demand is happening in a time when revenue growth is slow given the existing economic climate. This gap between revenues and expenditures has led to discussion and consideration by Board members, staff and citizens regarding alternative approaches to assure adequate **resources** are available to meet service demands and community priorities for the future.

Committee Charge:

The charge of the committee is to understand current and future funding challenges and service demands and develop a prioritized set of strategies to meet future resource needs. Strategies may include, but are not limited to, identifying new sources of funding, considering various methods of raising funds and the potential enhancement of existing revenue sources. While examining expenditure priorities will also be an important consideration in ultimately addressing the gap, those options will be separately reviewed by the Board of Supervisors and School Board. The Committee will provide a final report to the Board of Supervisors by the Board's first regular meeting in November for consideration during the Five-Year Financial Plan process.

Committee Membership & Operation of the Committee:

The Committee will be made up of between 8-10 members with background and experience in business or government finance, economics and management and who are not currently serving in public office. Appointments will be made by the Board of Supervisors with input from the School Board.

The Committee will select its own chair to run the meetings and work with staff in coordinating and preparing for meetings. The Committee will be considered a public body and all meetings will be open to the public. Minutes of the meetings will be taken and a web site will be established to provide access to the public of the information and work of the Committee.

Committee Resources and Support

It is anticipated that background and education regarding existing financial policies and conditions and revenue and expenditure projections will be needed at the beginning of the work of the committee. In addition, background will also be provided regarding possible alternative funding sources and other alternatives previously discussed by the Board, staff and citizens, though alternatives considered by the Committee are not limited to these previous considerations.

It is anticipated that primary support will be provided to the Committee by staff from the County Executive's Office and Office of Management and Budget, a contracted facilitator (if needed) and the County's Financial Advisor. It is also anticipated that all departments and the school division will provide support and information to the Committee as needed.

Anticipated general meeting schedule and topics for the work of the Committee:

July – Background on the Challenges Facing the County

Review and understanding of the reasons for the gap – Open public meetings to provide background for the Committee and an update for the Board of Supervisors and School Board

1. Explaining the Gap
 - a. Revenue trends, projections and assumptions
 - i. Local Revenue
 - ii. State and Federal Support
 - b. Expenditure assumptions and community changes driving expenditure growth
 - i. Operating expenditures
 - ii. Capital Program – 5-Year CIP; 10 Year Capital Needs Assessment
 - iii. Aspirations for the Future – Vision for the Future and Strategic Plans
 - c. Benchmark comparisons
 - d. Past and present efficiency studies and actions
2. Background and overview of previously discussed alternatives for 'Funding the Future'
 - a. Existing revenue alternatives
 - b. Evaluation of alternative revenue sources
 - c. Taxes by service or other districts
 - d. Voter Referendum to indicate support for tax increases for specific facilities

- e. Diversifying the tax base - pursuit of State legislative changes
- f. Other alternatives to enhance resources

August, September, October – Committee Deliberations

Evaluation and consideration of alternatives and development of recommendations

November – Recommendations

Final Report to the Board of Supervisors at the first meeting in November

Agenda Item No.12. **Work Session:** Discussion of Fire Rescue System, Fire Rescue Services Fund and New Pantops Station.

The executive summary as presented by staff states that during the most recent budget process, Board members raised several questions regarding the Pantops Fire Rescue Station recommended in FY16 Capital Budget. In addition to the timing of the capital investment and its impacts on the capital budget, questions arose about future operating costs associated with staffing the new station for both fire and EMS services. Questions have also been raised about the County- City Fire Contract and opportunities for continued collaboration to meet emergency response needs in that area of the County. It was agreed that the Board and staff would dedicate time in a work session format to follow up on these questions, concerns and issues with expectation that the Board would then be better informed and able to provide direction regarding the Pantops facility.

Critical Infrastructure: Prioritize, plan and invest in critical infrastructure that responds to past and future challenges and improves the capacity to serve community needs. Operational Capacity: Ensure County government's ability to provide high quality service that achieves community priorities.

As part of this work session, staff will first frame the issue by providing a broad overview of the development of the Fire Rescue System, highlighting implementation of a plan to improve service through the investments in facilities and personnel (career and volunteer). Staff will then discuss specifically the identified need for a fire rescue facility in the Pantops area with reference to consistency with the Comprehensive Plan strategy to provide services in the development areas and in response to changing demographics, agency response goals and current service delivery challenges. Finally, staff will summarize the structure of the new Fire Rescue Services Fund in the context of the approved FY16 Budget and review several scenarios related to operating costs associated with the opening of the Pantops Fire Rescue station.

This project has been approved in the FY16-FY20 Capital Improvement Plan. Full funding for design services has been planned as part of the FY16 Capital Budget in the amount of \$256,488.

At the conclusion of the work session, if the Board is satisfied with the proposed timing and need for the Pantops station, staff recommends that the Board authorize staff to proceed with design services. Conversely, if the Board is not prepared to proceed with the project, staff recommends the Board direct that funds appropriated for design services be placed in reserve for future consideration.

Mr. Doug Walker, Deputy County Executive, stated that the report will be done as a team effort, with decision points needed on the operating and capital cost approach, and design services for the Pantops Station.

Mr. Dan Eggleston, Director of Fire and Rescue, stated he will present an overview of Fire/Rescue including what they do as a system, how they plan, how resources are allocated, the processes and plans that guided development over the last 10-12 years. Mr. Eggleston stated their driving factor is protection of lives, property and the environment – and when people have an emergency, they expect a quick and professional response. He said the system operates 24/7 and always has to be ready, and the primary portion of their work is fire suppression, but also regional hazmat response in cooperation with the City of Charlottesville. Mr. Eggleston stated there were 22,000 motor vehicle crashes last year, and though Fire and Rescue did not respond to all of them, it was a large driving workload. He said that personnel education is also a large portion of their work, training 60-70 new volunteers per year along with career staff. Mr. Eggleston stated that EMS and Advance Transport brings the hospital to the field to provide pre-hospital care, which has advanced tremendously over the last several years.

Mr. Eggleston reported that the Prevention Division led community risk reduction, working with schools on prevention, and with developers and builders to adhere to local, state and federal codes. He stated this is followed up with inspections to ensure systems are in place to protect the community and its citizens. Mr. Eggleston said there are 550 volunteers in the system and 105 career staff, with 14 stations strategically placed around the County and \$39 million of apparatus, most of which has been replaced over the last 10-12 years. He reported that when compared to other communities, Albemarle's costs are one of the lowest among peer localities – well below the \$145 per person average – due in part to efficiencies and thoughtful investment in the system, but also because of lack of investment in critical areas. Mr. Eggleston stated that Stafford, for example, has identified 52 new positions to be implemented over the next several years.

Mr. Eggleston reported the response time goal for rural areas is under 13 minutes, and they are meeting that with a 12.54-minute average – but for the development areas, that is over the five-minute

goal. He noted that some areas are doing well, but locations such as 5th Street and Pantops are not doing well at all. Mr. Eggleston stated that when the connector road through the Wegman's Property is completed, the GIS analysis has indicated the response time will drop in the 5th Street area. There is not an engineering solution at Pantops other than putting in a station, as that is a time/distance issue, although they are working to bring response times down. Mr. Eggleston stated they also look at civilian fire deaths which average 1.5 per year, which is over the national average of 1, and they are working hard with Prevention and other divisions to lower this to 0. He stated that the average fire loss data is \$3.3 million per loss and the national average is \$3.8.

Mr. Eggleston reported that the Fire/Rescue budget without the transfer to capital is \$13.8 million. He said the Operations division is the largest, at \$9.2 million dollars with 90 FTEs assigned to operations to 10 of the 14 stations – and at any time during the day they are staffing four engines and three ambulances, as well as three engines and three ambulances staffed 24/7. Mr. Eggleston said that training is another large component of their system, with five FTEs assigned that are responsible for conducting three 240-hour volunteer academies during the year. He stated that their blended learning program has been very successful – probably the most successful in the state, and in addition they coordinate four EMT classes across the County, continuing education for career staff, and oversight of regional training center, and recruit and training schools.

Mr. Eggleston said that the Prevention Division is responsible for the community risk reduction, which they accomplish through engineering by meeting with developers and planners; through enforcement by issuance of burn permits; and through education with schools, community associations, and other venues. He stated that the Administrative Division is necessary to keep the system going, and they manage the EMS cost recovery program, which enables recovery of \$1.7 in expenses from billing of EMS transport. He said the department also establishes management and budget oversight, and provides a liaison with Emergency Management to ensure protection against natural and manmade disasters. Mr. Eggleston stated that the Volunteer system is important to the integrity of Fire/Rescue, with Chief Tom LaBelle providing oversight of that division. He said that the Contracts division manages the City fire services contract and the budget, with a small portion of the managing the State Forestry Department Agreements.

Mr. Eggleston explained the industry minimum for staffing of a fire engine is three, with two people on an ambulance. For apparatus staffed during the daytime, five people are needed to ensure there are three people on an engine and the two on an ambulance for the 60 daytime hours, but 12 are needed to staff a three-person engine and eight to staff a two-person ambulance. Because there are 168 hours per week, and according to this formula, they would need 94 FTEs to minimally staff the County's stations. Mr. Eggleston stated that ACFR believes it can adequately staff with 90 FTEs assigned to operations, but that is because they consider other factors such as overtime and flexible hiring as well as the use of volunteers. He noted that in a recent review process, they determined that they are one of the most efficient users of overtime when compared to other localities.

Mr. Eggleston explained that the changes in the Fire Rescue system stemmed from the adoption of the Comp Plan in 1991, which started to identify the land use strategy, and the D'Atley Report in 1994, which recommended that to meet response time goals, stations should be built in development areas to provide services. He said that the report also said that the County needed to make some investments in its volunteer and career services, but the County was not in a position to do so at the time, so in 2000 a 10-year contract with the City was renewed to provide those services. Mr. Eggleston stated at that time, the County made the decision to make future investments in their own system, so they could transition into a different agreement with the City. He said that in 2007, they hired a consultant to help them look at consolidation, and while the consultant did not identify a lot of advantages in doing so, they were able to ascertain the need for the Ivy, Fontaine and Pantops stations. Mr. Eggleston said a lot of evaluation and work continued to be done to foster collaboration and avoid duplication of effort, and ACFR's funding formula had totally changed between ACFR and volunteer stations – with strategic placement of staff. Mr. Eggleston said that in 2000, they only had one station in the development area – Seminole Trail; and in 2002, they added Monticello; in 2008, Hollymead was added with both fire and EMS; in 2013, the Ivy station was added. He stated that at that time, ACFR had renegotiated its contract with the City for fringe areas, and the savings help to pay for the Ivy station. Mr. Eggleston said at that time, they discussed Pantops being the last piece of the puzzle.

Mr. Eggleston stated the cooperation and collaboration with the City is working well, but there is a situation with Pantops where the activity and risk is getting worse. He presented a GIS map showing the level of activity at Pantops, stating that it is a high-risk area due to certain attributes. Mr. Eggleston said the East Rivanna station is exceeding their capacity in covering Pantops, and that station has an average of 200 current calls, where other stations are coming into East Rivanna's area because they are already on other calls. Mr. Eggleston reported that in the Pantops area, over 27% of the population is over the age of 65, the highest concentration in the County, with that demographic at increased risk of injury and death and more retirement communities being built in that area. He stated that more houses are being built with less mass due to use of lightweight material and synthetic materials inside the homes, so the escape timing for individuals in these buildings is less. Mr. Eggleston stated these factors are requiring fire and rescue to change some of their tactics. He noted the average response time to Pantops is seven minutes – well above the goal of five – and 90% of the time, the arrival time is 10 minutes.

Ms. Palmer asked if there are options for working with Martha Jefferson Hospital for response. Mr. Eggleston responded that ACFR has an ambulance and crew that is staffed during daytime hours – 6

a.m. to 6 p.m. – and is operating from a room that is internal to the building, and a good distance from the ambulance, which has to be parked outside.

Ms. McKeel said those things can be renegotiated with the hospital.

Ms. Mallek stated the hospital has already changed the plan, because initially the room was supposed to be right by the ambulance location.

Ms. McKeel commented there is new leadership at the hospital.

Ms. Mallek stated this management may be even less flexible. She asked how many of the 200 calls mentioned are responses by fire that were dispatched, but ended up observing emergency responders that had already arrived on the scene. Mr. Eggleston responded that it is a dispatch issue, but he will try to get some particulars.

Ms. Palmer asked about the practice of sending a fire truck along with an ambulance, and how often it turns out to be an important protocol for saving a person's life. Mr. Eggleston explained they do not always send a fire truck, and there are three different levels of EMS calls – with 40% of the calls in the area being just an ambulance and 60% requiring both an engine and an ambulance, due to the critical nature. He stated there is a series of questions that are industry-standard, asked by dispatchers, and ACFR will send a fire truck and an ambulance.

Ms. Palmer asked if there is another approach that can be taken, such as putting more crew on the ambulance. Mr. Eggleston responded that the reason they send the fire truck is to keep them together on the truck, so that they can stay together in the event of another call.

Ms. McKeel asked if there are other options for transporting people to the hospital without an ambulance, in those cases where a person just needs to get to the ER. Mr. Eggleston responded that this is a new concept in fire and rescue – “community para-medicine” – whereby responders can meet with people who might frequently be calling 911, but state and federal regulations are making that difficult. He said this is very promising, and anything that can be done to curtail those calls would be helpful as there is abuse of the 911 system, and they will likely work with hospitals to address this. Mr. Eggleston added this is currently not at the legislative level, and might require some work at the General Assembly level.

Ms. McKeel said that hospitals are going to start to be fined for patient readmissions, and now will be a good time to partner with them.

Board members asked about the online response report, as it seems to show a lot of response to incidents. Mr. Eggleston responded that the CAD system shows those responders who are called, but not necessarily all that are toned – and the more accurate information is found in the Fire RMS system.

Mr. Boyd stated he had been approached by the Stony Point Chief about the possibility of moving it closer to the Pantops area, as they are concerned about maintaining their volunteer base due to low call volume – and their inability to respond to some calls due to the low bridge weight limits in the area.

Mr. Eggleston said that the system had looked into this as a possible solution, but to solve their problems that station would need to be moved in the center of the coverage areas, and moving it as far down at Darden Towe will leave Stony Point unprotected – and that station does not have enough to staff both stations. He stated the system is looking at ways to keep those volunteers more active, and stated that an apartment fire at Pantops will generate response from Stony Point, East Rivanna, Monticello and the City will respond.

Mr. Foley said one of the challenges of the Stony Point station is having career staff sitting at the station.

Ms. Mallek asked if most of their calls are fire or EMS. Mr. Eggleston responded they are primarily EMS calls, and they have talked about putting an ambulance at Stony Point, but they are not there yet.

Ms. Mallek said the Earlysville calls went from 600 per year to 1200, and the ambulance has caused them to really step up.

Mr. Eggleston said the other benefit is that it keeps the urban ambulances in the urban area, rather than having them run rural calls, and a change in Pantops will help East Rivanna in that way.

Mr. Boyd asked if the concurrent call dynamic is typical. Mr. Eggleston responded that it happens a lot, and on certain days there is a leapfrog effect with stations responding to other areas' calls, and the Battalion Chief is important in managing those responses.

Ms. Mallek noted that it is her awareness of other stations responding to Pantops that makes her realize the rescue component is needed there.

Ms. McKeel asked about the current cooperation with Charlottesville, and City Councilors have said that their system has capacity that can be used.

Ms. Dittmar said the Mayor had indicated wanting to have those discussions.

Mr. Foley said that Mr. Eggleston should address that and how it pertains to response times and system-wide goals.

Mr. Eggleston said that this goes back to the decisions made in 2000, at which time the City was serving the development areas, and while they might have the capacity, they were too far away to make a difference in the County's response times. He stated now that the County has increased capacity, the resource-sharing is much more balanced, and that became evident when they negotiated the last agreement.

Mr. Boyd said the traffic situation at Pantops has gotten a lot worse also.

Ms. McKeel stated that it has gotten better for CARS, given the new improvements there.

Ms. Mallek said that Free Bridge continues to be a problem.

Mr. Foley stated the real question is whether that station can cover Pantops, because none of their other stations are adequate in providing that coverage.

Mr. Eggleston said that the stations Albemarle has can get there just as quick.

Ms. Dittmar asked if they have discussed having a joint station.

Mr. Eggleston said that this was considered in their review of services in 2007, and regardless there would need to be staffing provided – and the analysis done at that time showed there was little or no overlap.

Mr. Boyd asked if there had been issues with unions at that time also. Mr. Eggleston responded that the pay, benefits and retirement benefits were different between City and County employees, and because of the Fair Labor Standards Act, County volunteers could not volunteer for the City. Given all of those factors and the coverage realities, he said, it was determined that a joint station would not be of benefit.

Mr. Foley said they can certainly review all of these things again, but no matter what, there is still a gap of coverage in the Pantops area that needs to be addressed.

Ms. Mallek stated that this is a distance and traffic issue, and the bridge issue, for example, is not something that is going to change in 15 years.

Mr. Eggleston said that EZRE statistics predict the region is going to grow by 3.1% annually.

Mr. Sheffield stated this raises the question of how much more they will need to add at other stations, and building at Pantops will likely put a burden on Stony Point's recruitment. He said that this is a great short-term look, but it is important to consider the long term.

Mr. Eggleston stated this is a station location issue, as Pantops is the last development area without a fire station in the middle of it.

Mr. Sheffield asked if it is possible to get a snapshot as to what else they can expect, because they have already discussed that the dedicated penny will not meet their needs. Mr. Foley said they are going to review the overall picture, but the growth experienced is the same as the growth in the school system and police department – subject to growth in population – and all of that information will come forth as part of their five-year planning, but Pantops is a missing piece regardless.

Mr. Boyd stated the decision to build the Hollymead station was prompted by growth and the high response times, and the Pantops area will continue to experience significant growth.

Ms. Dittmar asked where the City comes from to service the neighborhoods around High Street. Mr. Eggleston responded that the bypass station at 250 serves those areas.

Ms. Dittmar asked if those stations service the County also. Mr. Eggleston responded that they do respond to some calls in the County, and referenced the map provided.

Ms. McKeel stated that the Board needs to take a hard look at providing these services, and they need to decide whether they will support revenue for these services – as there are already a lot of efficiencies being achieved, and the community needs to be aware of these challenges.

Ms. Dittmar said they will also need to convey that they have considered all available strategies.

Mr. Walker said that Ms. Allshouse will be addressing the Fire Rescue Services Fund.

Ms. Lori Allshouse reported that part of the reason they put fire rescue services in a fund was for these conversations – as it helps bring attention to a very important part of their budget, and one that has experienced significant growth. She said that fire and rescue are a part of the large funding gap, and when they did the five-year plan, it led to their annual budget, which for FY16 led to the discussion about

establishing the fund. Ms. Allshouse stated that the FY16 Fire Rescue Fund is \$14.6 million and has both operations and a cash contribution to the capital program. She said this includes the 7.6 cents on the tax rate, the additional penny and 6.6 cents of existing tax revenue which focuses on fire and rescue. Ms. Allshouse noted that the revenue includes EMS cost recovery, state funding and fees that fund the Fire Rescue program. She said that due to the fluctuations in capital costs over time, staff discussed keeping the fund just for operations, and if so, whether the capital contributions should cover the prior debt, and future debt issuances including the cash. She stated that the other option is for the fund to focus only on the fire/rescue operational costs and keep the capital program in the capital program. Ms. Allshouse presented data on the debt payments and stated the County has four debt issuances for general government, and three of those four cover fire/rescue costs – with the total debt payment for the FY 2016 through FY 2033 at \$17.4 million dollars. She noted there are also fluctuations of the payments, and some years are very close in payments, but some may be different. Ms. Allshouse said that borrowing for future debt from FY 2016 to 2020 is \$25 million, and adding that to the existing debt will be a total \$42 million related to Fire and Rescue by the end of 2020.

Ms. Allshouse mentioned that building the Pantops station will add \$3.5 million in debt, with debt service over time at \$5.9 million. She stated that annual payments for fire/rescue can fluctuate from a high of \$3.5 million one year to \$1.29 million another year, staff's thought was to keep the fire/rescue fund as operations, with capital as capital costs.

Ms. Palmer asked why they are talking about this, which is an accounting issue, instead of the overall picture.

Ms. Mallek said that this is different than what they talked about in March during the budget work sessions, and now they are finally seeing what the actual impacts will be.

Ms. Allshouse stated this is just something to consider going forward.

Ms. Mallek said they can certainly keep track in the capital fund of what they are spending for fire and rescue, and she is not sure if it is worth it to chase all of these expenditures in a different account.

Mr. Foley stated the bottom line of this discussion is whether the County should keep capital separate from the fire/rescue fund as operational, because capital expenditures always fluctuate – and pulling fire/rescue out is essentially dedicating funding to capital expenses rather than including those in a competitive process with other capital items.

Mr. Walker stated staff agrees that it makes sense to separate it, but before they go further with it, they want to establish this particular change.

Ms. Palmer said the operations have always been the issue, and that is what they are talking about with respect to Pantops. She stated that fire and rescue operations will total \$16.5 million in FY20, which on today's tax rate translates into 10 pennies.

Mr. Foley stated they will consider it that way going forward, but they still need to address solutions to close the gap.

Ms. Allshouse pointed out that the capital model is modeled out five years, and the \$6.47 million can be left in there going forward, because they will need some contribution for fire/rescue.

Mr. Foley said these things will be brought back in their five-year plan discussion.

Mr. Walker stated they had just finished the budget and have not yet started the five-year plan, yet the Board is facing a decision about whether to build a fire station. He said the scenarios are intended to create a range of staffing options, and all of them assume that a Pantops Station is constructed. He said that Scenario A is a "status quo" that acknowledges there is staffing for Pantops providing service five days a week, 12 hours a day for 60 hours, EMS only – which will enable the existing three staff members to move out of MJH. Mr. Walker said that Scenario B is an expansion of the Fire/EMS crew from 60 hours to 168 hours for 24/7 coverage, which will require an additional five career officers. He noted the operational impacts of Scenario A are minimal – just \$16,000, because there is no additional staff. Mr. Walker said that Scenario B will build the station immediately, with station construction to begin in calendar year 2016 and the opening of the station in August 2017. He stated this will add five individuals in April 2017 to allow them time for training, for a partial year's impact totaling \$162,000 in FY17, with a full-year impact in FY18. Mr. Walker noted there will also be some offsetting revenue for EMS recovery, as the ambulance transport will increase to 168 hours. He stated that Scenario C is a fully staffed station with 20 personnel – 8 EMS and 12 Fire.

Mr. Walker stated that building the station allows them to move existing staff into space that is considered more appropriate, with minimal operational costs – and there may be other scenarios to be considered as well.

Mr. Boyd asked if they are talking about building a station that is big enough for both fire and rescue. Mr. Walker responded that it allows for one engine bay and one ambulance bay.

Mr. Foley said they have referred to it as a "substation."

Mr. Eggleston noted that it is a two-bay, small substation.

Mr. Foley mentioned that they have donated land there, and the footprint is not huge. He added that if they proceed with this, it is already reflected in the capital program for construction of the station.

Ms. Palmer stated the numbers seem different from the CIP for operating costs.

Mr. Walker said there are three Battalion Chief positions to provide 24/7 coverage that are in the CIP operating impact assumption, and they are extracted as being important to the system but not included in Pantops.

Mr. Andy Bowman, Senior Budget Analyst, stated that the original CIP request was prepared by fire/rescue last July, and in looking at all of the assumptions and considering personnel rates and the battalion chiefs, the figure has now been updated.

Mr. Foley said that the Battalion Chiefs will be discussed with the five-year planning process as part of other needs.

Mr. Walker stated these are operational needs to the entire system, and they want to be specific about just Pantops' needs.

Mr. Boyd asked if the three positions are only for the five days per week coverage. Mr. Walker said that staff is not making a recommendation about coverage, and the station will be open in August 2017.

Ms. McKeel asked how the station is funded in the CIP. Mr. Foley responded that it is a combination of cash and borrowing, and is built on a scenario of a penny in year two – which represents the lack of funding from the current rate and revenue growth, etc.

Mr. Bill Letteri, Deputy County Executive, stated their current capital plan has the design in FY16, construction in FY17 – at which time the money will be borrowed, so the debt service will be incurred in FY18.

Ms. McKeel noted that there will need to be two pennies in the out years to cover it.

Mr. Foley stated the real decision is whether to move forward with the design of the station, and about \$3,000-\$5,000 is being paid currently to MJH. He said they can make this decision during their five-year planning process, with the operating impacts being the biggest point. Mr. Foley said that staff does not want to come to them piecemeal on every issue, because then they might find out there is no money left for anything else.

Ms. Dittmar asked what can be gained from proceeding with the design at this point, and whether it will be beneficial to have a discussion with the City about collaboration. Mr. Eggleston said they have had these discussions with the City twice about this, and they do not need coverage on the east – so he is not sure what their motivation will be.

Ms. Dittmar stated that she is not sure what is on the Mayor's mind, but they have just built a new expensive station.

Ms. McKeel said the Mayor has contacted the County.

Ms. Mallek said she would like for staff to send the links on the previous conversations had with the City, because this is a wheel that has been turning around for quite some time.

Mr. Foley said staff will get that information for them, and staff would certainly recommend going forward with design.

Ms. Palmer stated she would like some time to process this, and she would like to see what has been discussed before – including background with Martha Jefferson.

Ms. McKeel said she would like to have that MJH background also, as they have new leadership.

Ms. Mallek stated they do not control those decisions here, so it is actually going in the opposite direction.

Mr. Boyd then **moved** to proceed with the design of the Pantops station. Ms. Mallek **seconded** the motion.

Ms. Dittmar asked Mr. Boyd if he would not want to wait, as Charlottesville has a new fire chief and the City relationship is improved, and Martha Jefferson has new leadership.

Mr. Boyd stated he has been waiting for this for about eight years now, and he and Mr. Eggleston have told the Pantops master planning group that it will be about a year.

Roll was called, and the **motion** failed by the following recorded vote:

AYES: Mr. Boyd, Ms. Mallek and Mr. Sheffield.

NAYS: Ms. McKeel, Ms. Dittmar and Ms. Palmer.

Ms. Dittmar asked if the Board would like to make a motion to set a firm deadline for a decision, to allow time for them to have discussions with the City and Martha Jefferson.

Mr. Eggleston suggested that Supervisors visit the MJH site in person, to get an idea of the space limitations and logistics.

Ms. McKeel, Ms. Palmer and Ms. Dittmar said they believe what he is saying, but Ms. McKeel said she feels there may be another option here.

Mr. Davis stated that providing more or better space becomes an expensive option for the County, because federal restrictions dictate that the hospital charge them fair market value for any space they use.

Ms. Mallek noted the hospital also does not allow for the ambulance to be kept in the garage, which leaves it open to the elements.

Mr. Foley said that he has a good relationship with the hospital, so he can make a call to them and see what options there might be, but staff does not think that is the driving issue here.

Ms. Dittmar said she is interested in making sure they can tell citizens that they have considered every possible strategy going back to 2007.

Mr. Sheffield asked if she means the Board or staff, because staff has done its due diligence in looking into this.

Ms. Dittmar said that it must be worth a phone call to find out what Martha Jefferson and the City might be able to do.

Mr. Foley said they can certainly explore it, and he feels it is imperative to explore both the Martha Jefferson and the City angles by July.

Agenda Item No.13. **Work Session:** Overview of Real Estate Assessment Process:

Item No. 13a. Land Use Assessment Program – Revalidation.

The executive summary forwarded to the Board states that in 1971, the General Assembly enacted a new Article of the Virginia Code to enable localities to provide a special assessment for land preservation. Among the stated purposes of the original legislation (Virginia Code § 58-769.4) were:

- (1) To encourage the preservation and proper use of real estate to assure a readily available source of agricultural, horticultural and forest products and of open space within the reach of concentrations of population;
- (2) To conserve natural resources in forms which will prevent erosion and to protect adequate and safe water supplies;
- (3) To preserve scenic natural beauty and open spaces;
- (4) To promote proper land use planning and the orderly development of real estate for an expanding population; and
- (5) To promote a balanced economy and lessen pressures which force conversion of real estate to more intense uses.

The Virginia Code sets out basic qualifying prerequisites, and assigns responsibility for ensuring uniform standards to the State Land Evaluation Advisory Council (SLEAC). Each year, SLEAC publishes ranges of suggested values. Local assessing officers may use these ranges of value, along with their personal knowledge, to arrive at final use value assessments of qualifying properties. Virginia Code § 58.1-3230 defines four qualifying categories for use value assessment:

- (1) Agriculture - the bona fide production for sale of plants, plant products, animals, animal products useful to man under uniform standards prescribed by the Commissioner of Agriculture and Consumer Services; or devoted to and meeting the requirements for payment or other compensation pursuant to a soil conservation program with an agency of the federal government. While a minimum of five (5) acres in use is currently required to qualify, new state legislation effective July 1 will allow local governing bodies by ordinance to prescribe a minimum acreage of less than five acres for agricultural, aquacultural, and specialty crop uses;
- (2) Horticulture- the bona fide production for sale of fruits and nuts of all kinds; vegetables; nursery and floral products useful to man under uniform standards prescribed by the Commissioner of Agriculture and Consumer Services; or devoted to and meeting the requirements for payment or other compensation pursuant to a soil conservation program with an agency of the federal government. A minimum of five (5) acres in use is required to qualify;
- (3) Forestry - land including the standing timber and trees thereon devoted to tree growth in such quantity, spacing and maintained as to constitute a forest area under standards prescribed the State Forester. A minimum of 20 acres in use is required to qualify; and
- (4) Open Space - real estate used, provided or preserved for park or recreational purposes,

conservation of land or other natural resources, floodways, historic or scenic purposes, or assisting in the shaping of the character, direction and timing of community development or for public interest consistent with the local land use plan under standards prescribed by the Director of the Department of Conservation and Recreation. A minimum of five (5) acres in use (or greater if established by local ordinance), except under certain circumstances, is required to qualify. Albemarle has established by ordinance a 20-acre minimum.

Albemarle County offers Land Use (LU) assessments resulting in tax deferrals for qualifying property in all four of these uses. The application process for inclusion in the LU program is outlined in County Code §§15-800 - 15-810 and Virginia Code § 58.1-3234.

In 2008, the Board adopted an ordinance requiring owners to revalidate their original applications by documenting a continued qualifying use on a biennial basis. At a recent meeting, the Board requested an update on the status of the current revalidation process, as well as the plans for future revalidations. In the 2015 assessment, there are 4,771 parcels assessed in land use assessment with a deferred assessed value of \$1,958,041,100 and deferred tax of \$16,036,356.61.

Virginia Code § 58.1-3234 authorizes the governing body of any county, city, or town to require owners receiving use value assessments to revalidate any previously-approved application. Revalidation requires participating property owners to confirm and provide documentation that the property continues to meet qualifying production standards.

2014 Revalidation Process: In August 2013, 4,757 revalidation forms were mailed to property owners whose property was in the LU program. Approximately 95% of all revalidation applications were returned completed to the Assessor's Office by the extended October 1, 2013 deadline. The high response rate was due largely to previous information campaigns and appraisal staff's communication with property owners during physical field inspections. Additionally, individual Board members had requested lists of participants who had not filed their revalidation before the deadline in order to make reminder calls.

During the two-year revalidation cycle, the Assessor's Office spends the first year primarily reviewing the submitted paperwork, and performing some field inspections. Most field inspections are performed during the second year, especially during the spring and summer months, the most active period of qualifying activities. Of the 4,757 revalidation submissions for 2014, approximately 40% have been completed to date. The remaining revalidations will be inspected prior to the 2016 Revalidation deadline of September 1, 2015.

Revalidation applications that are incomplete or lack sufficient information are returned to property owners with instructions regarding what information and/or documentation is still required. Revalidations meeting all requirements are approved, and properties with revalidations not meeting all requirements are removed from use value assessment and are issued roll-back taxes for the previous five years. Roll-back taxes are assessed when a property ceases a qualifying use or is rezoned to a more intense use at the request of the owner(s).

During the initial phase of improving the LU revalidation process, unqualified properties that were removed from the LU program resulted in approximately \$3M additional revenue. Emphasis on educating property owners regarding their obligations in order to remain in the program will result in significantly fewer properties being subject to roll-back taxes.

2016 Revalidations: Revalidation forms, instructions, and applications are scheduled to be mailed by July 15, 2015. This mailing will allow participating property owners six weeks to return their completed forms by the September 1, 2015 deadline to avoid any late filing fees. Late filing of revalidation applications may still be made until December 5, 2015, subject to a late fee of \$125 per parcel. No 2016 revalidation applications can be accepted after December 5, 2015. As in prior revalidations:

- 1) Assessment staff will be available during normal business hours to answer questions regarding revalidations.
- 2) Assessment staff will be available to speak to public or civic organizations to explain the revalidation process.

Press and news releases will be issued to advise/remind the public of filing deadlines for revalidation.

In addition, the following changes will be new to the 2016 revalidation process:

- 1) Additional documentation from applicants will be required; requested documents may include sales receipts, tax forms, and/or other information that can substantiate the property as qualified for the LU program.
- 2) Barter agreements will be required if the property owner does not use the property him/herself, but instead allows another person or entity to use the property for a qualifying use.
- 3) Forestry use will require an updated professional forestry plan or an updated owner's commitment, as required by the State Land Evaluation Advisory Council (SLEAC).

Although the County has the discretion to review applications and revalidations with greater scrutiny, with limited exceptions (like minimum acreage in certain categories), the underlying qualification criteria are set by the state, and cannot be altered at the local level.

Expenses required for printing and mailing applications are included in the Adopted FY 16 Budget. It is difficult to estimate the amount of roll-back taxes that may be generated by the 2016 revalidation process due to lack of data regarding how many parcels may fail to qualify for the LU program.

This executive summary is intended for information purposes and to address the Board's questions. No action by the Board is required.

Mr. Bob Willingham, Real Estate Assessor, explained the General Assembly had passed legislation for land use assessments in 1971 to allow jurisdictions such as Albemarle to pass an ordinance allowing for these assessments. He stated there were many purposes for land use: farming, open spaces, recreation, and oil conservation, to prevent erosion, water quality, natural beauty and to lessen pressure on development in the jurisdiction, providing a tax deferral. Mr. Willingham stated that the Code of Virginia provides for general land use guidance, through the State Land Evaluation Advisory Council (SLEAC), and called for four categories: agriculture, horticulture, forestry, and open space. He said a jurisdiction can adopt as many categories as it wants, with Albemarle having adopted all four, and qualifying acreage varying from five acres for agriculture and horticulture, and 20 acres for forestry and open space. Mr. Willingham said the code also allows for revalidation, which was adopted in 2008 by the Board of Supervisors, which went into effect for the 2009-2010 tax year.

Mr. Willingham said the first year of revalidation was to educate on the requirements of the program, traveling around the County and holding community meetings to explain the program. He said at that time, they had about 5,000 parcels in land use, and through the first revalidation program, they removed about 200 parcels and rolled back taxes for about \$3 million. Mr. Willingham said they now have about a 95% response rate, and in the first year of revalidation, they sent out a field assessor to ensure compliance. He stated the next revalidation forms will be sent out in mid-July, and the landowner has until September 1 without a fee and December 5 to revalidate with a \$150 late fee – and if they do not revalidate, they have 30 days from reassessment to re-apply. Mr. Willingham said that SLEAC standards do not set a high bar as to what a landowner must do, and the minimum requirement is that they must provide a product that produces an average of \$1,000, over a three-year period.

Mr. Willingham said they will be mailing out press releases in July, and will do some press releases about the program and the deadlines. He stated the County will be raising documentation requirements, with more tax forms to show there is a farming operation, and updating the forestry management category. Mr. Willingham said a lot of people in the program allow others to use their property, and the revised guidelines will require more information from the tenant/lessee.

Ms. Palmer asked what the catalyst is to increase the requirements for revalidation, documenting that an operation is a bona fide farming use. Mr. Willingham responded that when the program first began, there was an effort to educate and to remove people who were not in compliance, and he had always supported documentation. He stated that now that everyone has had the opportunity to come into compliance, they now want to ensure they remain that way.

Ms. Palmer asked why the program requires so much “handholding.” Mr. Willingham responded that people will not keep good records, and also do not know some of the particulars related to standards such as beekeeping or equestrian uses, for example. He stated that the County sends out approximately 4,700 land use revalidations annually, and got 1,000 phone calls and questions – versus about 500 regular calls out of 42,000 regular tax assessments.

Mr. Boyd asked if a lot of these are absentee landowners. Mr. Willingham responded that a lot of these landowners are not the actual users – someone else will be using their property for the farming. He said that there are fewer and fewer farmers, and no one is taking their place – so the County will receive a lot of calls about who can come farm a property.

Ms. Palmer asked why “floodways” are listed under open space. Mr. Willingham said that zoning regulations sometimes conflict with land use regulations, and there are two types of forestry: productive and non-productive, so the County tries to move people to the open space category.

Ms. Mallek said it is a much more restrictive program, because you cannot build structures. Mr. Willingham noted the open space commitment is four to ten years, with nothing allowable to be built unless it relates to farm use.

Ms. McKeel asked if localities are allowed to drop a category. Mr. Willingham said that you can drop one by changing the ordinance.

Mr. Davis said that in a study done in 2008, they looked at just having the open space category. He stated that if you have ag/forestal districts, you had to have all four categories – but you also did not have to have ag/forestal districts.

Mr. Willingham pointed out that the County has two ordinances by which you can qualify for land use: the use value ordinance, and the ag/forestal district ordinance.

Ms. Mallek asked about the forest management plan updates, because in the past a letter outlining a landowner's intentions were acceptable. Mr. Willingham said that either a formal plan or an outline of intent are acceptable.

Ms. Mallek noted interest in raising the standards for qualification for land use by property owners, suggested by farmers at an agriculture meeting with Congressman Hurt, and when land changes hands people will have to re-apply, which will give the County an opportunity to collect a fee and educate new owners.

Mr. Willingham stated that per state law, re-application with sale or inheritance is not allowed.

Item No. 13b. Annual Reassessment of Real Estate. *(Due to time constraints this item was moved to the evening portion of the meeting.)*

Agenda Item No.14. Closed Meeting.

At 4:45 p.m., Mr. Sheffield moved that the Board go into Closed Meeting pursuant to Section 2.2 - 3711(A) of the Code of Virginia under Subsection (1) to consider appointments to boards, committees, and commissions in which there were pending vacancies or requests for reappointments; under Subsection (1) to conduct the annual performance review of the County Executive and to discuss the performance standards and evaluation process for specific County employees appointed by the Board; and under Subsection (7) to discuss zoning and infrastructure issues related to a prospective business because there has been no previous announcement of the businesses interest in locating in the County. Ms. Mallek **seconded** the motion. Roll was called, and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.
NAYS: None.

Agenda Item No.15. Certify Closed Meeting.

At 6:11 p.m., Mr. Sheffield **moved** that the Board certify by a recorded vote that to the best of each Board member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed meeting were heard, discussed, or considered in the closed meeting. Ms. Mallek **seconded** the motion.

Roll was called, and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.
NAYS: None.

Agenda Item No 16. Boards and Commissions: Vacancies and Appointments.

Mr. Sheffield stated that earlier the Board considered an appointment to the JAUNT Board without his involvement. He then read the following Transactional Disclosure Statement: "I am employed as Executive Director of JAUNT, a regional public transportation provider owned by the City of Charlottesville and the counties of Albemarle, Fluvanna, Louisa, Nelson, Buckingham, and Amherst located at 104 Keystone Place, Charlottesville, Virginia 22902, and have a personal interest in JAUNT because I receive an annual salary from JAUNT that exceeds \$5,000 annually." He stated that he was disqualifying himself from this participation because its' action directly relates to his employment at JAUNT.)

Ms. Palmer then **moved** to appoint Mr. William Wuensch to the JAUNT Board, with said term to expire September 30, 2017. Ms. Mallek **seconded** the motion.

Roll was called, and the motion passed by the following recorded vote:

AYES: Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.
ABSTAIN: Mr. Sheffield.
NAYS: None.

Ms. Palmer **moved** to appoint Ms. Erica Jones-Ayers to the Social Services Board, with said term to expire December 31, 2017. Ms. Mallek **seconded** the motion.

Roll was called, and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.
NAYS: None.

Agenda Item No. 17. From the Public: Matters Not Listed for Public Hearing on the Agenda.

Mr. Timothy Hulbert, Executive Director of the Chamber of Commerce, spoke on the County's proposed business assistance program for US 29, and said that the Chamber is in agreement of the plan going forward, but feels that the signage at the intersection at Rio and 29 could emphasize "open for business." He stated that there should be a temporary abeyance of sign regulations, as the impact on the economy of the area will be significant during construction.

Mr. Pete Borches with CMA Properties representing Colonial Auto Center, spoke on the proposed business assistance plan and the effects it will have on businesses in the area and noted that construction has already started. Mr. Borches encouraged the Board to talk "with" and not "at" the business owners affected by the construction and stated the signage is an easy amenity that will not cost anything as a temporary approach. Mr. Borches also noted this is not just about the business owners but those employed by those business owners.

Mr. Paul Grady, resident of the White Hall District, spoke on the six-year secondary road plan. He stated that one of the recommendations in the plan is a roundabout at the intersections of Ivy Road, Owensville Road and Morgantown Road, just west of the railroad bridge in Ivy, and believes it is an excellent idea. He also noted that he almost did not make it to the meeting because there was a three-car accident at that intersection. Mr. Grady also suggested that the two-mile stretch of Ivy Road beyond that area is a two lane road with no left turn lanes, bike lanes or shoulders, and it should be widened. He noted this road is very heavily traveled by bikers and it is only a matter of time before one of them is killed, and said that there is enough right of way to add bike lanes. Mr. Grady stated that he totaled his truck at Gillum's Ridge Road, and the police officer commented that he wished VDOT would widen the road so it did not have to be closed every time there is an accident, and the road needs to be widened to accommodate left-turn lanes. He said he would also like the Board to consider building a roundabout at the Mechum's River intersection of Ivy Road, Browns Gap Turnpike, Three-Notch'd Road and Rockfish Gap Turnpike, as it is a dangerous intersection. He stated that in a few weeks, people associated with the Mechum's Trestle property at this intersection will request a special use permit for drawing ground water from a well for a restaurant in this area – but this will add significant traffic to an already dangerous intersection. Mr. Grady suggested the Board request that VDOT buy this property for the roundabout. He reiterated that it is a serious safety issue.

(At this time the Board returned to Item 13b.)

Item No. 13b. Annual Reassessment of Real Estate.

The executive summary forwarded to the Board states that at a recent Board meeting, the Board requested additional information on the methodology used in the County's annual real estate reassessment process, an explanation of the statistical measures used, and specifically the validity and reliability of the methodology deployed in the reassessment process.

The process of assessing real estate is governed by the Constitution of Virginia, the Virginia Code, the Albemarle County Code, rules and regulations promulgated by the Virginia Department of Taxation, and by standards established by the International Association of Assessing Officials (IAAO).

Article X, Section 1 of the Constitution of Virginia requires all property to be taxed, with certain exceptions dictated by the General Assembly. It further requires that all taxes be levied and collected under general laws and be uniform upon the same class of property within the County. Article X, Section 2 requires all assessments of real estate be at their fair market value.

Albemarle County Code §15-1000 requires the office of Real Estate Assessment to annually reassess all real property. The frequency of reassessments was changed from biennial to annual for the tax year beginning January 1, 2007.

Reassessments comprise the vast majority of the work of the Real Estate Assessor's Office. The duties and responsibilities of the Assessor's Office include:

- 1) Annual assessment of all real estate
- 2) Administrative assessment and Board of Equalization reviews
- 3) Assessment of substantially complete new buildings
- 4) Assessment of new lots and parcels
- 5) Mapping of new parcels, splits and mergers
- 6) Record management from deeds, wills and other recorded documents
- 7) Tax exemptions by classification
- 8) Tax exemptions for qualifying veterans
- 9) Membership in the Agricultural and Forestal District program
- 10) Chairing the ACE Appraisal Review Committee
- 11) Internal and external customer service on matters concerning real estate assessments
- 12) Administration of the Land Use Assessment Program

Overview of Assessment Process This Executive Summary provides an overview of the most salient points regarding the complex process of mass appraisal. Some of the explanations below are excerpted from the Standard on Mass Appraisal of Real Property published by the IAAO.

Real estate assessments are produced by a Computer-aided Mass Appraisal (CAMA) System based on input from the County's appraisal staff. Mass appraisal is the systematic appraisal of a group of similar properties as of a given date and using common data, standardized procedures, and statistical testing. Market value for assessment purposes is generally determined through the application of mass appraisal techniques.

There are three traditional approaches to value: cost, sales comparisons, and income. Mass appraisal values are not derived based solely on comparable sales. Though the comparable sales approach is used widely in fee-based appraisals of individual properties, it is not practical or financially prudent for the Assessor's Office to perform individual analyses and appraisals of all 44,905 properties in Albemarle County.

Mass appraisal requires the development of a valuation model that replicates market forces and demand over a large area. Appraisal judgment relates to groups of property rather than single properties.

Assessed Value Testing The primary test for assessment levels is the relationship of sales price to assessed value in the sale to assessment ratio (SAR). The primary test for uniformity is the coefficient of dispersion (COD). The Virginia Department of Taxation performs these studies annually for every jurisdiction in the Commonwealth. SARs between 90% and 100% and CODs of less than 15% are deemed to be very good and indicate fair and equitable assessment based on standards established by the IAAO. Albemarle County's ratios over the most recent available years are:

Year	Sales/Assessment Ratio	Coefficient of Dispersion
2013	94.51%	6.94%
2012	96.94%	5.72%
2011	100.29%	11.25%

These statistical measures reflect an increase in market value over the three-year period. Real estate assessments are effective January 1 of the tax year and are based on market data from the preceding year, basically a trailing indicator. The studies performed by the Virginia Department of Taxation analyze sales that occur after the reassessment date, as compared with the January 1 assessed value. This after-the-fact comparison may result in skewed sales/assessment ratios, particularly in a dynamic real estate market.

Assessor's Office Statistics based on the 2015 Land Book

- 44,905 Total Parcels Assessed (43,842 Taxable, 1,063 Tax-Exempt)
- 4,771 Parcels in Land Use Assessment
- 2015 Total Fair Market Value \$21,870,284,000
- Taxable Fair Market Value - \$17,756,141,600
- Exempt Fair Market Value - \$4,114,142,400
- Land Use Deferred Value - \$1,958,041,100
- Assessor Office approved staffing level – County Assessor, Assistant County Assessor, eight Appraisers, three Administrative Support Staff

Real estate assessments are the basis for generating real estate revenues, the largest source of locally generated tax revenue.

This executive summary is intended for information purposes and to address the Board's questions. No action by the Board is required.

Mr. Bob Willingham stated that like land use, real estate assessments are governed by the state code, and must be based on fair market value except for lease-hold properties. He said the assessor's office also handles administrative appeals, present to the equalization board, and occasionally have to go to Circuit Court. Mr. Willingham said they also have to assess all new structures, lots and parcels – and handle all the mapping that goes into the GDS system for the web, required to be kept as part of the land book. He stated that all parcels of record are also maintained by his office, and he is responsible for determining whether properties meet the qualifications for tax exemption. Mr. Willingham said he is Chairman of the ACE Committee and sits on the Ag/Forestry Committee.

Mr. Willingham reported that legislation went into effect in 2007 that all properties must be assessed on an annual basis, and the mass appraisal, unlike the fee appraisal, is done as a group of properties that are similar, rather than individually. He explained they study sales and develop "model factors," which is then put into a computer, with a value calculated and the standard tested – comparing sales price to assessment. Mr. Willingham said the state deems anything between 90-100% of sales price to be very good; and the coefficient of dispersion factor measures assessment uniformity – with less than 15% between median; and the third factor being a regression index, where lower-priced properties are assessed at the same level as high-dollar properties, which perfect being 1 and the County's last benchmark being 1.01. He stated that state code also now measures professional standards, and Albemarle is at the top of the list of jurisdictions statewide. Mr. Willingham noted the state is doing its assessments after the fact, and ratios of 95-96% shows that values are slowly trending back up.

Mr. Willingham reported the County has 44,905 parcels in the 2015 land book; of those, 1,063 are tax exempt and 4,771 are in land use. He said that the County's total fair market value is \$21.9 billion, but the taxable fair market value is \$17.8 billion – so just over \$4 billion is tax-exempt, mainly the University – but \$1.96 billion of property is in land use. He stated that the County has eight assessors, three administrative support staff, and an assistant county assessor in addition to him as assessor.

Ms. Mallek asked if he can provide a quick explanation as to why there are “anomalies” in the assessments. Mr. Willingham explained they base assessments on willing buyer/willing seller, but any outliers and unusual situations are excluded. He emphasized the real estate assessment process is among the most transparent functions in all of local government, and if an assessment is appealed, he is required to provide every bit of information used. Mr. Willingham said that for land use, his office still does an individual inspection every two years.

Ms. Palmer asked how long it takes a parcel to get into land use. Mr. Willingham responded that SLEAC standards requires there be a five-year history before a property can even apply for land use – except for open space.

Agenda Item No. 18. Route 29 Business Assistance Program.

The executive summary as presented by staff states that the Board has expressed a strong desire to consider strategies and develop a comprehensive business assistance program for businesses in the Route 29 construction areas. Staff presented possible strategies for the Board's consideration during a work session in March. Board members provided feedback and direction regarding the possible strategies and directed staff to bring back final recommendations for their action.

Following the March work session, staff developed a preliminary proposal based on the Board's input for further discussion and action. A revised overview of the Business Assistance Program and an implementation matrix that outlines eligibility, timing, lead staff/partners and budget/resource impact for each the final recommended strategies are included as Attachments A and B for the Board's consideration.

As a reminder, the preliminary proposal was based on staff research and feedback from the business community in a variety of formats, including an open house, a stakeholders meeting with the Board of Supervisors, and drop in opportunities in all sectors of the Rio/Route 29 intersection quadrant. Additionally, once the preliminary proposal was developed, it was vetted in the following ways before being presented to the Board in March:

- Reviewed with the Route 29 Solutions Business Assistance subcommittee
- Reviewed with representatives from the Small Business Development Center (SBDC), the Senior Corps of Retired Executives (SCORE), and the Central Virginia Partnership for Economic Development (CVPED)
- Reviewed with representatives from the Charlottesville Regional Chamber of Commerce
- Reviewed at drop-in opportunities at locations in the Rio intersection quadrants

Following the Board's March meeting, a meeting was held with the Board Chair and Vice Chair, County staff, and representatives from the Charlottesville Regional Chamber of Commerce, including Tim Hulbert, Chamber President and CEO; Chad Zakaib, 2015 Chair; Adrian Felts, First Chair/Chair-Elect; and L. F. Wood, Chair of the North Charlottesville Business Council. The meeting included a good discussion of shared goals and concerns and resulted in commitments from the Chamber that have informed the revised plan that is being presented to the Board on June 3.

Major direction provided by the Board in March included:

- **More specifics on partner commitments as part of the public/private partnership** - staff has received specific commitments from the Small Business Development Center (SBDC), the Senior Corps of Retired Executives (SCORE), and the Charlottesville Regional Chamber of Commerce, which are incorporated into the implementation matrix.
- **Coordination with signage efforts** - staff from the County Executive's Office, the Economic Development Office, and the Community Development Department are working cooperatively with the Virginia Department of Transportation to make sure that signage efforts are coordinated and that business issues are being addressed.
- **Waiving of sign fees** - Staff will be coming back to the Board with a proposal for waiving sign fees as part of the Phase 2 and 3 signage discussion in September; exact details will depend on engagement with the business community over the next several months as part of the signage plan outreach.
- **Coordination with the Planning Commission, the Architectural Review Board, and Community Development Department staff** - the business assistance plan has been shared with Community Development Department staff and will be presented to the Planning Commission and the Architectural Review Board following adoption by the Board of Supervisors.
- **Identification of baseline indicators to measure as construction progresses** - Economic Development Office staff has identified aggregated property taxes, aggregated sales taxes and aggregated BPOL taxes for Tier 2 businesses as the most appropriate indicators to measure, and that tracking has been included in the implementation matrix.

- **Elimination of strategies related to direct financial assistance/tax relief** - A majority of the Board did not support further exploration of financial assistance/tax relief strategies, so those items have been removed from the plan.

As has been discussed, while staff is looking for the Board to approve a final program so that work can begin on the identified strategies, the program will remain a work in progress during the course of construction so that it can be adapted to respond to conditions and needs as they occur.

While many of the strategies can be accomplished within existing resources, there are several strategies that require additional funds as outlined below. Details about these expenditures, including sources of funding, are contained in the attached implementation matrix. The following reflects proposed funding from Albemarle County:

- Technical support - \$2,000 (an additional \$15,000 to be requested from the Economic Development Authority)
- Marketing - \$150,000 (\$130,000 in the current fiscal year, \$20,000 in FY 17)
- Communications - \$2,000

Staff recommends that the Board provide any final direction for the initial roll out of the Business Assistance Program and direct staff to begin working on strategies as outlined in the implementation matrix.

Ms. Lee Catlin, Assistant County Executive, brought forward a proposal for the Business Assistance Program and stated it is based upon staff research, feedback from the business community, a variety of forums and open houses; a stakeholder's meeting with the Board, and drop-in opportunities. She said it has been reviewed by the Route 29 Business Solutions Business Assistance subcommittee, representatives from the Small Business Development Center, SCORE, the Central Virginia Partnership for Economic Development and the Charlottesville Regional Chamber of Commerce, and the documents have been reviewed thoroughly.

She stated that at the meeting in March, as part of the public/private partnership concept, there had been specific commitments from the Small Business Development Center, the Senior Core of Retired Executives (SCORE) and the Charlottesville Regional Chamber of Commerce, which are incorporated in the implementation matrix, representing shared goals and concerns to bring this program together. Ms. Catlin said the Board had mentioned the importance of coordinating signage efforts, and she wants to assure them these issues are being coordinated with the County Executive's Office, the Economic Development Office, and the Community Development Department with VDOT. She stated that phase one of the signage program is underway, and additional phases will be moving forward in the future months, and waiving of sign fees will be reviewed for the phase two and three portions signage discussions in September. Ms. Catlin said the Board has emphasized the importance of coordination with the Planning Commission, the ARB and Community Development staff, and the work of those entities will be coordinated going forward.

Ms. Catlin stated the Economic Development Office staff has been working with Finance on how data will be gathered on aggregated property taxes, aggregated sales taxes and aggregated BPOL taxes for the Tier 2 Businesses. She said staff will establish a baseline for that and will be measuring this on a regular basis and reporting back to the Board going forward. She said there has been a discussion of strategies related to direct financial assistance and/or tax relief, but the majority of the Board does not support this, so these items have been removed from the plan. Ms. Catlin stated that in preliminary discussions with businesses, there has been interest in educational programs, but one of the first things staff will be doing is to survey and outreach to make sure the programs will be tailored specifically to businesses in terms of what they feel will be of most value to them.

Ms. Catlin stated that in terms of budget impact, staff has provided information on implementation strategies and who will be eligible for them. In the area of technical support, staff envisions that \$2,000 will come from Albemarle County to support the production of materials for businesses such as the construction tool kits and other items. She said they will also request an additional \$15,000 from the Economic Development Authority to support the more intense workshops, mentoring and counseling, if needed, and noted the EDA generates a budget by charging a fee for the bonds they issue. Ms. Catlin anticipates marketing costs of \$130,000 in the current fiscal year and \$20,000 in FY 2017 to finish off the project. She stated the County is working very closely with VDOT on advertising, but VDOT's role will pertain to specific traffic messages and construction updates, with the County providing marketing that is geared to patronizing businesses. Ms. Catlin stated there was discussion about setting up a project office in the Northside Library and doing other things that will require little funding to support. She said the Chamber of Commerce has recently sent a communication, as mentioned by Mr. Hulbert, and they have come forward with willingness to use their communication networks to support this and to host some of their after-hours events at businesses in the construction area. Ms. Catlin noted the Chamber has only very recently suggested that there needs to be large signs put up, but staff needs to investigate this further.

Ms. Catlin stated that staff has provided the program details and implementation matrix to the Board, and offered to answer questions.

Mr. Sheffield stated he would like to see specifics from the businesses as to what they would like in terms of signage, rather than it coming from staff, as well as modifications needed to the sign ordinance.

Ms. Catlin said that staff would also need to get those particulars, as the intent from the Chamber is for those signs to not be in the right of way.

Mr. Sheffield said the timeline is somewhat urgent here, as construction has already begun.

Mr. Foley said staff can go ahead and pursue the particulars – such as easements from private property owners, the potential cluttering aspect, etc. – and bring this back to the Board.

Ms. Dittmar said the Board can approve the rest of this now and bring the sign part back.

Ms. Mallek stated that she would want the signs to be temporary, not a change to the ordinance, and asked about the \$150,000 identified for marketing, and whether that will apply to sign costs. Ms. Catlin responded that it is intended more to be an advertising campaign – bringing in a professional firm to do marketing that will build the sense of the area as a business, shopping, entertainment and retail area. She said the idea will be to encourage people to continue to support the businesses there despite some possible inconvenience.

Mr. Boyd asked where the \$150,000 is coming from. Ms. Catlin stated that there was \$50,000 put into the Economic Opportunity Fund in the budget this year for Route 29 Solutions, and \$80,000 from the lapse in the Economic Development Office due to the delay in hiring a director and the part-time office person. She said that it is \$150,000 total.

Mr. Boyd said it is essentially taxpayer dollars being used for this. Ms. Catlin confirmed that it is.

Ms. Palmer asked if that will be for a consultant, or for the actual marketing. Ms. Catlin replied that the intent is to hire a firm, and their work will be more professional than what staff can create.

Mr. Foley noted this will be more of a long-term benefit to present that area as a destination.

Ms. Mallek stated she wants to keep the marketing on a fairly short leash, so the consultant does not just disappear.

Ms. Catlin said that “agency” is probably the more appropriate term.

Mr. Sheffield expressed concern that the plans presented do not have much input from businesses, other than through the Chamber. He stated he wished they had received more direct input from those business owners, and asked them to recognize themselves in the audience.

Ms. Catlin stated that Ms. Susan Stimart has visited those businesses periodically throughout this process, and they have certainly been involved as the program was developed.

Ms. McKeel said she wants to be comfortable with the precedent being set here, as there are businesses at Pantops and in Crozet that can certainly benefit from this type of assistance during construction periods.

Ms. Catlin explained this was discussed and this project met four major elements for this assistance: the duration of the project, the size of the area affected; the value of the tax base of this area and public infrastructure here; and the fact that this is a major corridor for Albemarle County and Route 29 is a Major US Highway.

Ms. Dittmar stated that this is new territory for them, and when Free Bridge was widened, it really harmed the businesses on the other side of the bridge. She said there probably would have been more input from Route 29 and Rio area businesses if they had been in support of the project, with attempts to block it, but now they have accepted that it is going forward, they have provided good input. Ms. Dittmar noted that they can certainly go to the Chamber and hear what they have to say about needs for the area, and thought that Ms. Catlin and Faith McClintock, the new Economic Development Director, plan to attend a Chamber Board meeting.

Ms. McKeel reiterated she just wants a comfort level that they have the ability to be fair to all businesses in the County, and that they can justify the expense fairly. She asked Mr. Davis if there is a legal liability in this situation. Mr. Davis responded there is no legal liability created for the County here, and what Ms. McKeel is raising is a fairness standard, and what Ms. Catlin has outlined is a rational basis for how to proceed with this, and it gives the Board a rational basis to justify this expenditure of public funds – and a future Board can agree to make changes to that.

Mr. Sheffield asked if any of the business owners would like to provide input.

Mr. Earl Smith of the Scottsville District addressed the Board and stated that he worked for Subway Development Company and has gone through this with stores in other areas, such as Orange when they widened roads. Mr. Smith mentioned there are many great people who can make and produce commercials, including a great program at Monticello High School. He stated what he believes is more important to understand is the construction zone and figure out how to get into the businesses, so

that it is as user-friendly as possible. He also said many people do not pay attention to signage, no matter how many signs are put up.

Mr. Sheffield stated the messaging and marketing up to now has not been too positive in favor of the County, and he asked what ability they have to be selective in their grant matching.

Ms. Catlin stated they can set some parameters that the marketing will promote that these shops are “open for business,” rather than wanting this to fail, and staff will make sure that any marketing is following that theme. She emphasized that Mr. Hulbert and other members of the Chamber have rallied around the idea that they need to maintain a customer base and traffic to this area – so there are a lot of agencies that will be in line with that message.

Mr. Sheffield asked how they will know if the County is just supplanting monies already spent by those businesses. Ms. Catlin said that will be difficult to establish, but the idea here is to reach a hand out in good faith to help promote business during this time.

Ms. Palmer said that staff has clearly put a lot of work into this, and it would be helpful to have some information from other localities that this has actually worked. Ms. Catlin said there is no cookie cutter option, but research that has been done from other areas impacted similarly has brought forth many different options, including establishing an identity for the area, encouraging people’s shopping patterns, and so forth, and this support has also helped business long-term to build the capacity of that business area, beyond the construction.

Mr. Boyd stated he cannot justify spending \$150,000 in taxpayer money to bail out what he considers to be “VDOT’s folly,” so he will not support this.

Mr. Sheffield asked if he wants to break this up so that he would support those things that do not cost them money.

Mr. Boyd said he does not see any items that do not cost money.

Ms. Catlin noted the individual items are addressed in the implementation matrix.

Mr. Boyd said he is in favor of relaxing the sign ordinances and working with the ARB and the Planning Commission, but he does not know why it will take months for staff to work through this.

Ms. Catlin said the Phase One construction signage has already been worked through, and waiving of sign fees will be brought forth to them during the Phase Two discussion.

Ms. McKeel stated her understanding is that VDOT is working with a marketing group to try to do something unique in creating an identity for that area. Ms. Catlin responded that they are looking to incorporate a wayfinding strategy to help people identify that specific quadrant.

Ms. Amanda Burbage, Senior Planner, with Zoning and Community Development, explained that Phase One includes relaxing temporary sign regulations for those businesses who are losing signs during the utility work, which is going on right now. She stated that Phases Two and Three will focus on businesses that are not necessarily losing signage, and in May it was discussed to come back to the Board in September with a recommendation on whether to relax the sign regulations for those businesses. She stated the reasons for that timing are to allow for business outreach over the summer in coordination with the businesses assistance program, and because VDOT’s signage plan will be finalized in July. Ms. Burbage stated this will give the Board the full picture of what is being done in the corridor, before they make decisions about what else to do there in terms of signage. She confirmed that most of the construction will be done between 9:00 p.m. and 6:00 a.m., and the daytime construction does not start until May 2016, so staff is timing the regulation changes for that.

Mr. Davis pointed out that there is not authority to waive signage fees, but grants from the EDA can be used for those purposes.

Ms. Mallek asked if there is something like the directional quadrant signs that everyone agrees are beneficial.

Ms. Catlin said the direction to staff seems to be for them to look at the legal issues and talk to the Chamber about the signage.

Mr. Sheffield asked if “within existing budget” means to use existing resources. Ms. Catlin responded that this means it is within the scope of what staff already does as part of their day to day activities.

Mr. Sheffield asked Mr. Boyd if he wants to eliminate anything with an associated cost.

Ms. Palmer noted that any staff time spent on this comes from taxpayer dollars.

Ms. Mallek **moved** to direct staff to begin working on strategies as outlined in the implementation matrix. Ms. Dittmar **seconded** the motion.

Roll was called, and the motion failed by the following recorded vote:

AYES: Ms. Dittmar and Ms. Mallek.

NAYS: Mr. Sheffield, Mr. Boyd, Ms. McKeel and Ms. Palmer.

Ms. Dittmar said this means there is no direction to staff.

Mr. Sheffield **moved** to direct staff to begin working on the strategies as outlined in the implementation matrix, excluding the marketing communications workshop, the collective marketing campaign and the matching grant. Ms. Palmer **seconded** the motion.

Roll was called, and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.

NAYS: None.

Ms. Dittmar asked if the Board members who voted against this wants to put any financial support behind the “open for business” marketing.

Ms. McKeel said she is hesitant to put \$150,000 into a marketing firm for this.

Ms. Mallek said that there were outside grants that paid for a movie called “Vintage,” which was done by a marketing firm who found those funds. She said that this is what she has in mind.

Mr. Boyd said that he would certainly be in favor to direct the Route 29 Solutions panel members to ask VDOT to help fund those things.

Mr. Sheffield said that it would be best coming as a letter from this Board.

Ms. Catlin noted that the outside marketing firm is not necessarily a consultant, but is a middle person to engage with the media and provide media buys, as well as doing the design and the ads – which staff is not as able to do with its resources.

Ms. Dittmar said these professionals can also assess impact per dollar, and if they are trying to reach those neighborhoods, and pursuing branding and a message for the long term, it is worth the investment.

Ms. Mallek said that the company can likely get a better deal on the marketing items.

Ms. McKeel stated that she thought she had heard that there were marketing and outreach options with VDOT.

Ms. Catlin said the County will be working cooperatively with VDOT, but they are using directional signage for branding.

Ms. McKeel stated that it is not exactly the same thing.

Mr. Foley said there is a meeting already set up with Chip Boyles of the TJPDC, and they will be talking about how to get the most for the long-term needs of the area.

Mr. Mark Graham, Director of Community Development, stated that VDOT will be holding some focus group meetings with businesses in the coming weeks about the place-naming and looking to create more of an identity, which will be reflected in VDOT’s permanent signage. He said those efforts can work in collaboration with whatever the County does, but it will not really have the same focus as the “open for business” message, only directional signage to help people get to those businesses.

Ms. McKeel said a business owner had told the Board that the most important thing they can do is to provide directional signage to help people get to businesses during construction.

Ms. Catlin said it is important to convey to outside travelers considering coming to Charlottesville that it is still a place to come to, even during construction.

Ms. Dittmar stated that outside marketing cannot be gotten for free, and they may miss an opportunity if they do not take advantage of the economic development money.

Mr. Foley said that staff can try to define this more in terms of specifics, including partnerships, and bring it back to the Board.

Agenda Item No. 19. Charlottesville-Albemarle Convention and Visitors Bureau Lease.

The executive summary as presented by staff states that for almost 30 years, the old Crozet Depot was used as the Crozet Branch of the Jefferson Madison Regional Library (JMRL). Since the opening of the new Crozet Library in 2013, the 2,655 square-foot building has been vacant, with no identified local government use in the immediate future. Though the CACVB was initially expected to occupy a space on the ground floor of the new Crozet Library, it was later determined that this space would be too large for its desired operational needs.

In December 2014, General Services solicited proposals for leasing the old Crozet Depot. That solicitation resulted in four proposals. Though the most viable proposal was submitted by Crozet Artisan Depot LLC, that proposal required only 1,100 square feet of the 2,655 square-foot Depot. After discussion, County staff, the Crozet Artisan Depot LLC, and the CACVB agreed that the County's leasing of a portion of the remaining square footage to the CACVB would accommodate all parties. The proposal would lease 1,100 square feet to the Crozet Artisan Depot LLC and 456.3 square feet to the CACVB at fair market value. The proposed lease between the County and the CACVB is attached as Attachment A. The remaining square footage located in the rear room of the Depot would remain available as meeting space under the County's *Community Use of County Facilities* policy.

The attached proposed lease includes the following provisions:

- An initial five year term beginning July 1, 2015, which may be renewed for an additional period as may be mutually agreed
- A termination clause for either party to terminate the lease upon 90 days written notice
- A rent escalator for subsequent years based on an inflation index
- A utility provision under which the County would provide water, sewer, electricity, and heating and cooling included as part of the Tenant's rent

The proposed lease would also allow the Tenant rent-free access prior to the beginning of the lease term to make certain improvements to ready the space for occupancy. This provision is consistent with past County practice.

A public hearing is not required for the conveyance of County-owned real property to another government entity, such as the CACVB, which is a joint exercise of powers with the City of Charlottesville.

The lease is expected to generate \$7,465.00 in its first year.

Staff recommends the Board adopt the attached Resolution (Attachment B) approving a lease with the CACVB for a portion of the old Crozet Depot and authorizing the County Executive to execute a lease in a form acceptable to the County Attorney.

Ms. Lee Catlin stated that staff had presented a proposal for the CACVB to collocate with the artisan's group in the old train depot, and feels that this will use the building for a purpose that fit its historic character and has a good synergy with the existing tenant – the artisan's group.

Mr. Boyd asked if the County has clear title to the property. Mr. Davis responded that it does.

Ms. Mallek **moved** to adopt the resolution approving the lease with the CACVB for a portion of the old Crozet Depot and authorized the County Executive to execute a lease in a form acceptable to the County Attorney. Ms. McKeel **seconded** the motion.

Roll was called, and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.
NAYS: None.

**RESOLUTION TO APPROVE AN AGREEMENT OF LEASE
BETWEEN ALBEMARLE COUNTY AND THE CHARLOTTESVILLE-ALBEMARLE
CONVENTION AND VISITORS BUREAU (CACVB)**

WHEREAS, the Board finds it is in the best interest of the County to lease a portion of the space at the old Crozet Depot, located at 5791 Three Notch'd Road, Crozet, VA 22932 (TMP 056A2-01-00-024B0), to the CACVB.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute an Agreement of Lease between the County of Albemarle and the CACVB, in a form approved by the County Attorney.

AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made as of May 26, 2015 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the CHARLOTTESVILLE ALBEMARLE CONVENTION AND VISITORS BUREAU ("CACVB"), Tenant.

ARTICLE I. PREMISES AND IMPROVEMENTS

In consideration of the rents and covenants herein set forth, the Landlord hereby leases to Tenant, and Tenant hereby rents from the 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 the CACVB. Along with any other tenant(s) and/or licensed occupant(s) of the former Crozet Depot (including but not limited to the Crozet Artisan Depot LLC), the Tenant shall also enjoy shared use of and responsibility for the Vestibule, Break Room, Restroom B and Restroom C, as shown on the Exhibit A floor plan.

Though not included in the Leased Premises hereunder, the Tenant may apply to use the Landlord's Rear Room (as shown on the attached Exhibit A floor plan) under the terms outlined in the County's Community Use of County Facilities policy.

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 the Landlord.

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease Agreement shall begin on the 1st day of July, 2015 (the "Effective Date"), and end on the fifth anniversary of the Effective Date, unless sooner terminated or extended as hereinafter provided. The foregoing notwithstanding, either party may terminate this Lease upon ninety (90) days advance written notice to the other party.

Section 3.2. Renewal. This Lease may be renewed for an additional period as may be mutually agreed by the Landlord and Tenant. If renewal is not agreed upon by the Landlord and Tenant, this Lease shall expire upon expiration of the initial term.

Section 3.3. Upfit of Premises. Tenant shall take full responsibility for the upfit of the Leased Premises, including any additional remodeling, ceiling tiles, carpet and interior painting required by Tenant. Prior to occupancy, Tenant shall have access to the Leased Premises beginning June 16, 2015 for purposes of said upfit and move-in. Notwithstanding Section 4.1 herein, Tenant shall neither incur nor be charged any rent between June 16, 2015 and June 30, 2015.

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 the Landlord annual rent of SEVEN-THOUSAND FOUR-HUNDRED SIXTY-FIVE DOLLARS (\$7,465.00), 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, the 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 the Landlord pursuant to Section 4.1 shall be made to the 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 the 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

The Landlord shall provide water, sewer, electricity, and heating and cooling services 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 snow removal, 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 a visitors' center or other use approved by the Landlord in writing. Tenant shall also have shared use of the shared entrance, Vestibule, Break Room, Restroom B and Restroom C 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 the 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 the 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, the 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 the 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, the 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 the Landlord.

ARTICLE VIII MAINTENANCE OF LEASED PREMISES

Section 8.1. Maintenance. The 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. The 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 the Landlord at the place then fixed for the payment of rent and shall inform the Landlord of all combinations on locks, safes and vaults, if any, which the 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, the 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 the 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. The Landlord agrees that it will, during the initial and any renewal term of this Lease, insure and keep insured, for the benefit of the 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. The 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 the Landlord pursuant to Sections 9.1 and 9.2 shall be delivered by the 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 the Landlord, or anyone for whom the 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 untenantable by fire or other casualty insured against under the insurance required to be carried by the Landlord pursuant to Section 9.2, the Landlord may elect to either terminate this Lease as of the date of damage or repair the Leased Premises. Unless the 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 untenantable 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 the 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 the 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 the Landlord.

Section 12.2. Remedies. In the event of any default or breach hereof by Tenant, the 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 the 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 the 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* the Landlord's consent after expiration of the term of this Lease Agreement or its termination, the Tenant shall pay to the Landlord its damages, reasonable attorney's fees and court costs in any action for possession. Tenant shall pay to the 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 the Landlord, or its agents, to show the Leased Premises to prospective tenants or purchasers at such times as the 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 the Landlord shall be deemed the covenants, representations and agreements of the fee owner from time to time of the Leased Premises and the Landlord shall be automatically released of all liability under this Lease from and after the date of any sale by the 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 the 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 the 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 the Landlord execute and deliver an instrument in recordable form satisfactory to the 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 the 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 the 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 the Landlord or Tenant, respectively, shall not be deemed to be a waiver of any breach by Tenant or the 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 the 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 the 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 the 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 the Landlord, at
County of Albemarle
County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
or at such other address as the Landlord may designate by written notice;
- (b) if to Tenant, at
Charlottesville Albemarle Convention and Visitors Bureau
Attn: Executive Director
P.O. Box 178
Charlottesville, VA 22902
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

**CHARLOTTESVILLE ALBEMARLE CONVENTION
AND VISITORS BUREAU**

By: _____
Jason Burch, Chairman

LANDLORD

This Lease is executed on behalf of the County of Albemarle by Thomas C. Foley, 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: _____
Thomas C. Foley, County Executive

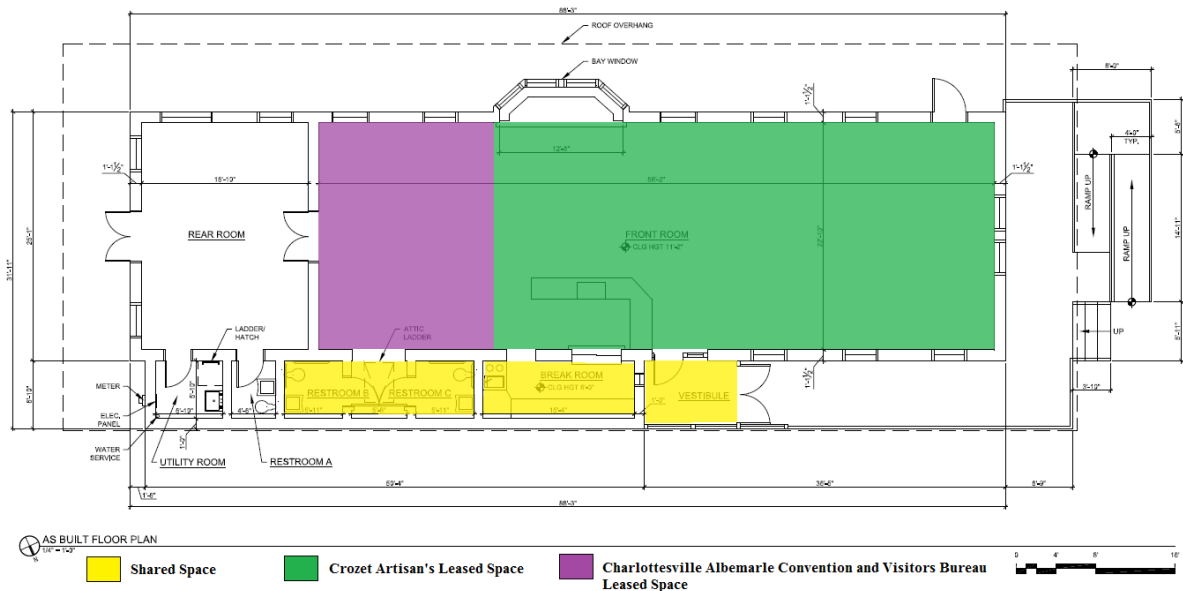
EXHIBIT A

DESCRIPTION OF LEASED PREMISES

All that certain space (the "Space") situated in the County of Albemarle, Virginia, located in the Old Crozet Train Depot at 5791 Three Notch'd Road, Crozet, Virginia, containing 456.3 square feet, more or less, shown as "Charlottesville Albemarle Convention and Visitors Bureau Space" 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 056A2-01-00-024B0, containing 0.369 acres, more or less.

OLD CROZET TRAIN DEPOT

5791 Three Notch'd Road, Crozet, VA 22932



Agenda Item No. 20. **PUBLIC HEARING: Crozet Artisan Depot LLC Lease.** Proposed lease by the County to Crozet Artisan Depot LLC of 1,100 square feet of space at the old Crozet Depot, formerly used as the Crozet Library, located at 5791 Three Notch'd Road, Crozet, VA 22932 (TMP 056A2-01-00-024B0). (Advertised in the Daily Progress on May 25, 2015)

The executive forwarded to the Board states that for almost 30 years, the old Crozet Depot was used as the Crozet Branch of the Jefferson Madison Regional Library (JMRL). Since the opening of the new Crozet Library in 2013, the 2,655 square-foot building has been vacant, with no identified local government use in the immediate future.

In December 2014, General Services solicited proposals for leasing the old Crozet Depot. That solicitation resulted in four proposals. The most viable proposal for the old Crozet Depot was submitted by Crozet Artisan Depot LLC. This proposal also best met the evaluation criteria for the space developed in consultation with the Crozet Community Advisory Council. However, the Crozet Artisan Depot, LLC requested to lease only 1,100 square feet of the 2,655 square-foot Depot. After discussion, County staff, the Crozet Artisan Depot LLC, and the Charlottesville-Albemarle Convention Bureau (CACVB) agreed that the County's leasing of a portion of the remaining square footage to the CACVB would accommodate all parties. The CACVB was initially expected to occupy space on the ground floor of the new Crozet Library, but it was later determined that the space would be too large for its operation. The proposal would lease 1,100 square feet to the Crozet Artisan Depot LLC and 456.3 square feet to the CACVB at fair market value. The proposed lease between the County and Crozet Artisan Depot LLC is attached as Attachment A. The remaining square footage located in the rear room of the Depot would remain available as meeting space under the County's **Community Use of County Facilities** policy.

The attached proposed lease includes the following provisions:

- An initial five year term beginning July 1, 2015, which may be renewed for an additional period as may be mutually agreed
- A termination clause for either party to terminate the lease upon 90 days written notice
- A rent escalator for subsequent years based on an inflation index
- A utility provision under which the County would provide water, sewer, electricity, and heating and cooling included as part of the Tenant's rent

The proposed lease would also allow the Tenant rent-free access prior to the beginning of the lease term to make certain improvements to ready the space for occupancy. This provision is consistent with past County practice. Virginia Code § 15.2-1800 requires that the Board hold a public hearing prior to the proposed conveyance of this interest in County-owned real property.

The lease is expected to generate \$17,996.00 in its first year.

After the public hearing, staff recommends that the Board adopt the attached Resolution (Attachment B) approving a lease with Crozet Artisan Depot LLC for a portion of the old Crozet Depot and authorizing the County Executive to execute a lease in a form acceptable to the County Attorney.

Mr. George Shadman, Director of General Services, stated that this agenda item is to entertain a lease for a portion of the old Crozet Railroad Depot and receive public comment. He stated that the County had solicited proposals in December 2014, and the Crozet Artisan's Depot LLC presented a viable proposal for 1,100 square feet within the building, in the same area as the visitor's center. He said that there is approximately 2,655 square feet in the depot, and the Visitor's Bureau is taking up 450, the Artisan's Depot taking 1,100, and meeting space available in the back pursuant to the County's meeting space policy.

He stated that this lease is a five-year term beginning July 1, 2015, with a termination clause of a 90-day written notice, and there is a utility provision by which the County will provide water, sewer, electric, heating and cooling. He stated that the proposed lease will allow tenant to make improvements to the space prior to occupancy, consistent with what the County offered in the past, and Virginia Code requires the County hold a public hearing prior to the conveyance of County-owned real property. He stated that this lease is expected to generate \$17,996.00 per year, and staff recommends approving the lease and authorizing the County Executive to sign it.

The Chair opened the public hearing. No comment was offered, and the Chair closed the public hearing.

Mr. Boyd asked for clarification of the termination clause.

Mr. Davis clarified that there is a 90-day termination clause, and 30 days with cause, i.e. nonpayment of rent.

Ms. Mallek said that there has been significant support in the community for this lease.

Ms. Mallek **moved** to adopt the resolution approving a lease with Crozet Artisan Depot, LLC for a portion of the old Crozet Depot and authorized the County Executive to execute the lease. Ms. McKeel **seconded** the motion. Roll was called, and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.
NAYS: None.

RESOLUTION TO APPROVE AN AGREEMENT OF LEASE BETWEEN ALBEMARLE COUNTY AND THE CROZET ARTISAN DEPOT LLC

WHEREAS, the Board finds it is in the best interest of the County to lease a portion of the space at the old Crozet Depot, located at 5791 Three Notch'd Road, Crozet, VA 22932 (TMP 056A2-01-00-024B0), to Crozet Artisan Depot, LLC.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute an Agreement of Lease between the County of Albemarle and Crozet Artisan Depot, LLC, in a form approved by the County Attorney.

AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made as of May 12, 2015 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the CROZET ARTISAN DEPOT LLC, Tenant.

ARTICLE I. PREMISES AND IMPROVEMENTS

In consideration of the rents and covenants herein set forth, the Landlord hereby leases to Tenant, and Tenant hereby rents from the 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 Artisan Depot LLC. Along with any other tenant(s) and/or licensed occupant(s) of the former Crozet Depot (including but not limited to the Charlottesville-Albemarle Convention and Visitors Bureau), the Tenant shall also enjoy shared use of and responsibility for the Vestibule, Break Room, Restroom B and Restroom C, as shown on the Exhibit A floor plan.

Though not included in the Leased Premises hereunder, the Tenant may apply to use the Landlord's Rear Room (as shown on the attached Exhibit A floor plan) on the same basis and for the same fee as other users of County-owned facilities.

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 the Landlord.

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease Agreement shall begin on the 1st day of July, 2015 (the "Effective Date"), and end at the end of the 30th day of June, 2020, unless sooner terminated or extended as hereinafter provided. The foregoing notwithstanding, either party may terminate this Lease upon ninety (90) days advance written notice to the other party.

Section 3.2. Renewal. This Lease may be renewed for an additional period as may be mutually agreed by the Landlord and Tenant. If renewal is not agreed upon by the Landlord and Tenant, this Lease shall expire upon expiration of the initial term.

Section 3.3. Upfit of Premises. Tenant shall take full responsibility for the upfit of the Leased Premises, including any additional remodeling, ceiling tiles, carpet and interior painting required by Tenant. Prior to occupancy, Tenant shall have access to the Leased Premises beginning June 16, 2015 for purposes of said upfit and move-in. Notwithstanding Section 4.1 herein, Tenant shall neither incur nor be charged any rent between June 16, 2015 and June 30, 2015

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 the Landlord annual rent of SEVENTEEN-THOUSAND NINE-HUNDRED NINETY-SIX DOLLARS (\$17,996.00), 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, the 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 the Landlord pursuant to Section 4.1 shall be made to the 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 the 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

The Landlord shall provide water, sewer, electricity, and heating and cooling services 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 snow removal, 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 an art gallery or other use approved by the Landlord in writing. Tenant shall also have shared use of the shared entrance, Vestibule, Break Room, Restroom B and Restroom C 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 the 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 the 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, the 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 the 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, the 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 the Landlord.

ARTICLE VIII. MAINTENANCE OF LEASED PREMISES

Section 8.1. Maintenance. The 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. The 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 the Landlord at the place then fixed for the payment of rent and shall inform the Landlord of all combinations on locks, safes and vaults, if any, which the 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, the 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 the 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. The Landlord agrees that it will, during the initial and any renewal term of this Lease, insure and keep insured, for the benefit of the 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. The 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 the Landlord pursuant to Sections 9.1 and 9.2 shall be delivered by the 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 the Landlord, or anyone for whom the 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 the Landlord pursuant to Section 9.2, the Landlord may elect to either terminate this Lease as of the date of damage or repair the Leased Premises. Unless the 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 the 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 the 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 the Landlord.

Section 12.2. Remedies. In the event of any default or breach hereof by Tenant, the 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 the 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 the 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* the Landlord's consent after expiration of the term of this Lease Agreement or its termination, the Tenant shall pay to the Landlord its damages, reasonable attorney's fees and court costs in any action for possession. Tenant shall pay to the 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 the Landlord, or its agents, to show the Leased Premises to prospective tenants or purchasers at such times as the 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 the Landlord shall be deemed the covenants, representations and agreements of the fee owner from time to time of the Leased Premises and the Landlord shall be automatically released of all liability under this Lease from and after the date of any sale by the 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 the 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 the 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 the Landlord execute and deliver an instrument in recordable form satisfactory to the 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 the 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 the 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 the Landlord or Tenant, respectively, shall not be deemed to be a waiver of any breach by Tenant or the 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 the 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 the 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 the 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:

(c) if to the Landlord, at
County of Albemarle
County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
or at such other address as the Landlord may designate by written notice;

(d) if to Tenant, at
Crozet Artisan Depot LLC
c/o Gillian Ritchie Ruffa, Registered Agent
13903 James Madison Hwy
Palmyra VA 22963
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 ARTISAN DEPOT LLC

By: _____
Gillian Ritchie Ruffa, Registered Agent

LANDLORD

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

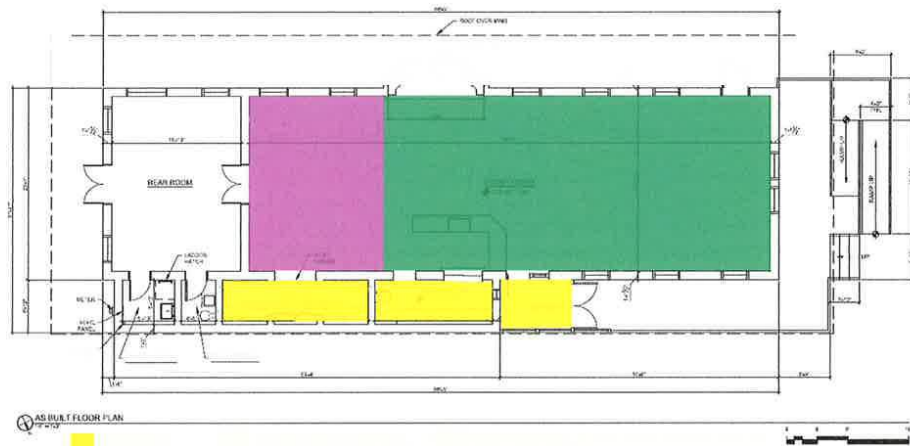
COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Thomas C. Foley, County Executive

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

All that certain space (the "Space") situated in the County of Albemarle, Virginia, located in the Old Crozet Train Depot at 5791 Three Notch'd Road, Crozet, Virginia, containing 1,100 square feet, more or less, shown as "Crozet Artisan's Leased Space" 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 056A2-01-00-024B0, containing 0.369 acres, more or less.



Agenda Item No. 21. **PUBLIC HEARING: Staengl Engineering LLC lease.** Proposed lease by the County to Staengl Engineering, LLC of 1,038 square feet of space on the first floor of the Crozet Library, located at 2020 Library Avenue, Crozet, VA 22932 (TMP 056A2-01-00-01800). (*Advertised in the Daily Progress on May 25, 2015*)

The executive summary states that the ground floor of the Crozet Library has two spaces for which the Jefferson-Madison Regional Library (JMRL) has no immediate use. On July 3, 2013, the Board endorsed a proposal for a retail operation in the larger ground-floor space, and a tourism-oriented use in the remaining space. At its September 4, 2013 meeting, the Board approved the current lease with Crozet Running LLC for the larger space. Though the Charlottesville-Albemarle Convention and Visitor Bureau (CACVB) was initially expected to occupy the smaller ground-floor space, that space was later determined to be too large for the CACVB's desired operational needs.

In December 2014, General Services solicited proposals for leasing the available space at the new Crozet Library. The solicitation resulted in one proposal. The proposal would lease the 1,038 square feet at fair market value, consistent with the rate charged to Crozet Running LLC, the current tenant of the Library.

The proposed lease is attached as Attachment A.

The attached proposed lease includes the following provisions:

- An initial five year term beginning July 1, 2015, which may be renewed for an additional period as may be mutually agreed
- A termination clause for either party to terminate the lease upon 90 days written notice
- A rent escalator for subsequent years based on an inflation index
- A utility provision under which the County would provide water, sewer, electricity, and heating and cooling included as part of the Tenant's rent

The proposed lease would also allow the Tenant rent-free occupancy from July 1, 2015 through July 15, 2015 to make certain improvements to ready the space for occupancy. This provision is consistent with past County Albemarle County practice. Virginia Code § 15.2-1800 requires that the Board hold a public hearing prior to the proposed conveyance of this interest in County-owned real property.

This lease is expected to generate \$19,581.87 in its first year.

After the public hearing, staff recommends that the Board adopt the attached Resolution (Attachment B) approving a lease with Staengl Engineering LLC for a portion of the Crozet Library and authorizing the County Executive to execute a lease in a form acceptable to the County Attorney.

Mr. George Shadman stated that in December 2014, the County had solicited proposals for lease of space in the new Crozet Library, and Staengl Engineering had submitted a proposal to lease for 1,038 feet to be leased at fair market value, in keeping with the rate being charged to Crozet Running. He stated that the initial five-year term will begin July 1, 2015, with a clause to terminate the lease with 90 days' notice and a rent escalator based on the inflation index, and the County providing water, sewer, heating and cooling. Mr. Shadman said that the occupant can assume the space July 1, 2015 to make needed improvements, and the lease is expected to generate \$19,581.87 per year.

The Chair opened the public hearing.

Mr. Andrew Wright, a resident of the Samuel Miller District and operations manager of Staengl Engineering, addressed the Board and thanked them for the opportunity. He stated they have outgrown their space in Belmont and most who work there live on the west side of town. Mr. Wright stated their firm specializes in designing energy-efficient buildings, so they hope they will be involved in some of the new development in Crozet.

Mr. Boyd asked how many people the firm employs. Mr. Wright responded there are six, and the new space will allow them to reach nine to twelve employees.

Ms. Mallek commented it is great that a firm specializing in energy efficiency is going to occupy this LEED-certified space.

The Chair then closed the public hearing.

Ms. Mallek **moved** to adopt the resolution approving a lease with Staengl Engineering LLC for a portion of the Crozet Library and authorized the County Executive to execute the lease. Ms. Palmer **seconded** the motion. Roll was called, and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.

NAYS: None.

**RESOLUTION TO APPROVE AN AGREEMENT OF LEASE
BETWEEN ALBEMARLE COUNTY AND STAENGL ENGINEERING, LLC**

WHEREAS, the Board finds it is in the best interest of the County to lease a portion of the space on the first floor of the Crozet Library, located at 2020 Library Avenue, Crozet, VA 22932 (TMP 056A2-01-00-01800), to Staengl Engineering, LLC.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute an Agreement of Lease between the County of Albemarle and Staengl Engineering, LLC, in a form approved by the County Attorney.

AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made as of May 12, 2015 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the STAENGL ENGINEERING LLC, 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 Staengl Engineering LLC.

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 July, 2015 (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 30, 2016, either party may terminate this Lease upon ninety (90) days advance written notice to the other party.

Section 3.2. Renewal. This Lease may be renewed for an additional period as may be mutually agreed by the Landlord and Tenant. If renewal is not agreed upon by the Landlord and Tenant, this Lease shall expire upon expiration of the initial term.

Section 3.3. Upfit of Premises. Tenant shall take full responsibility for the upfit of the Leased Premises, including any additional remodeling, ceiling tiles, carpet and interior painting required by Tenant. Prior to occupancy, Tenant shall have access to the Leased Premises beginning July 1, 2015 for purposes of said upfit and move-in. Notwithstanding Section 4.1 herein, Tenant shall neither incur nor be charged any rent between July 1, 2015 and July 15, 2015.

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 \$19,581.87, 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 a professional office 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:

(e) 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;

(f) if to Tenant, at
Staengl Engineering LLC
c/o Galen Staengl, Registered Agent
826-B Hinton Ave.
Charlottesville, VA 22902
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

STAENGL ENGINEERING LLC

By: _____
Galen Staengl, Registered Agent

LANDLORD

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

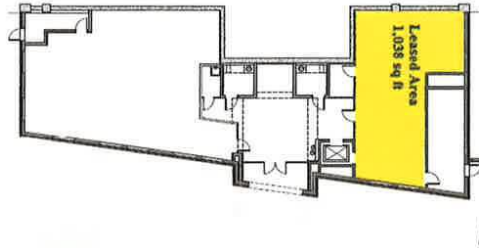
COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Thomas C. Foley, County Executive

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 1038 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.



Agenda Item No.22. **PUBLIC HEARING:** FY 2015 Budget Amendment and Appropriations.
(Advertised in the Daily Progress on May 24, 2015)

The executive summary states that Virginia Code § 15.2-2507 provides that any locality may amend its budget to adjust the aggregate amount to be appropriated during the fiscal year as shown in the currently adopted budget; provided, however, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by first publishing a notice of a meeting and holding a public hearing before amending the budget. The Code section applies to all County funds, i.e., General Fund, Capital Funds, E911, School Self-Sustaining, etc.

The cumulative total of the FY 2015 appropriations itemized below is \$6,196,699.93. Because the cumulative amount of the appropriations exceeds one percent of the currently adopted budget, a budget amendment public hearing is required.

The proposed increase of this FY 2015 Budget Amendment totals \$6,196,699.93. The estimated expenses and revenues included in the proposed amendment are shown below:

ESTIMATED EXPENDITURES

General Fund	\$ 97,032.80
Special Revenue Funds	\$ 15,267.00
School Fund	\$ 1,066,221.36
School Special Revenue Funds	\$ 1,990,186.65
Capital Improvements Funds	\$ 3,027,992.12

TOTAL ESTIMATED EXPENDITURES - All Funds \$ 6,196,699.93

ESTIMATED REVENUES

Local Revenue	\$ 3,263,235.67
State Revenue	\$ 2,520,395.44
Federal Revenue	\$ 1,143,825.57
Bond Proceeds	\$(2,561,462.82)
Proffer Revenue	\$ 513,982.00
General Fund Balance	\$ 14,800.06
Other Fund Balances	\$ 1,301,924.01

TOTAL ESTIMATED REVENUES - All Funds \$ 6,196,699.93

The budget amendment is comprised of thirty-three (33) separate appropriations as follows, twenty-six (26) of which have already been approved by the Board as indicated below:

Approved February 4, 2015:

- One (1) appropriation (#2015071) to appropriate \$68,460.00 from the Reserve for Contingencies to the Commonwealth's Attorney for the costs associated with new attorney and legal services assistant positions. This appropriation did not increase the total County budget;
- One (1) appropriation (#2015074) to appropriate \$6,436.31 from recovered cost revenue to the Department of Fire Rescue;
- One (1) appropriation (#2015075) to reduce appropriations by \$828,459.29 for various current capital projects;
- One (1) appropriation (#2015076) to appropriate \$304,000.00 for current capital projects; and
- One (1) appropriation (#2015077) to appropriate \$3,900.00 from the Grants Leveraging Fund to the Information Technology Department for the costs associated with a grant application for the Community Development Block Grant (CDBG) program administered by the Virginia Department of Housing and Community Development (DHCD).

Approved March 4, 2015:

- One (1) appropriation (#2015078) to appropriate \$159,228.90 for various school division programs and projects;
- One (1) appropriation (#2015079) to appropriate \$6,750.00 from the training pool account to various departments for training and professional development. This appropriation did not increase the total County budget;

- One (1) appropriation (#2015080) that transfers \$57,564.94 from the Family Support Fund to the General Fund, reducing the planned use of General Fund fund balance. This appropriation did not increase the County Budget;
- One (1) appropriation (#2015081) to re-appropriate \$267.00 from Federal revenue received for a Fire Rescue smoke detector grant;
- One (1) appropriation (#2015082) to appropriate \$8,033.38 in donations to the Department of Fire Rescue;
- One (1) appropriation (#2015083) to appropriate \$55,000.00 from the Reserve for Contingencies to the Department of Fire Rescue for system-wide pager replacements. This appropriation did not increase the total County budget;
- One (1) appropriation (#2015084) to appropriate \$10,086.00 for the State Criminal Alien Assistance Program;
- One (1) appropriation (#2015085) to appropriate \$210,000.00 from the Reserve for Contingencies to Refunds. This appropriation did not increase the total County budget; and
- One (1) appropriation (#2015086) to appropriate \$33,600.00 from State Revenue received for a Department of Conservation and Recreation grant.

Approved April 1, 2015:

- One (1) appropriation (#2015087) to appropriate \$1,949,702.15 for various school division programs and projects;
- One (1) appropriation (#2015088) to appropriate \$250,000.00 for school division donations and miscellaneous revenue;
- One (1) appropriation (#2015089) to appropriate \$3,170.90 in proffer revenue for various CIP projects. This appropriation did not increase the total County budget;
- One (1) appropriation (#2015090) to appropriate \$5,000.00 in available fund balance for the Martha Jefferson Health Grant; and
- One (1) appropriation (#2015091) to appropriate \$200,000.00 for the Henley Middle School Auxiliary Gym Addition. This appropriation did not increase the total County budget.

Approved May 6, 2015:

- One (1) appropriation (#2015092) to appropriate \$407,900.00 for various transportation capital projects;
- One (1) appropriation (#2015093) to appropriate \$643,397.00 for the Western Albemarle High School Environmental Studies Academy Phase I capital project;
- One (1) appropriation (#2015094) to appropriate \$10,000.00 from the Police Department to the Fire Rescue Department and the ECC for the Diversity/Recruitment Video Innovation Fund project. This appropriation did not increase the total County budget;
- One (1) appropriation (#2015095) to appropriate \$10,871.08 for various solid waste projects and services;
- One (1) appropriation (#2015096) to appropriate \$100,000.00 for the building/facility repairs of the East Rivanna Volunteer Fire Company (ERVFC);
- One (1) appropriation (#2015097) to appropriate \$67,411.33 for the ACE Program;
- One (1) appropriation (#2015098) to appropriate \$10,000.00 for a grant to the Bright Stars program; and

The six (6) appropriations requested for Board approval on June 3, 2015 are as follows:

- One (1) appropriation (#2015099) to appropriate \$2,289,272.00 for a Capital Transportation project;
- One (1) appropriation (#2015100) to appropriate \$11,163.00 from the training pool account to various departments for training and professional development. This appropriation will not increase the total County budget;
- One (1) appropriation (#2015101) to appropriate \$57,530.00 from the Reclassification Reserve to various departments and to allocate salary lapse between department budgets. This appropriation will not increase the total County budget;
- One (1) appropriation (#2015102) to appropriate \$250,000.00 to the School Division for contributions and miscellaneous revenue;
- One (1) appropriation (#2015103) to appropriate \$80,104.96 for various school division programs and projects;
- One (1) appropriation (#2015104) to appropriate \$367,372.00 from the School Division for the Comprehensive Services Act (CSA); and
- One (1) appropriation (#2015105) to appropriate \$72,477.11 to various local government programs.

After the public hearing, staff recommends approval of the FY 2015 Budget Amendment in the amount of \$6,196,699.93 and approval of Appropriations #2015099, #2015100, #2015101, #2015102, #2015103, #2015104, #2015105 for local government and school division programs and projects as described in Attachment A.

Appropriation #2015099	\$2,289,272.00
Source: State Revenue	\$ 2,289,272.00

This request is to appropriate \$2,289,272.00 in unexpended Virginia Department of Transportation (VDOT) Revenue Sharing (RS) Program funds from the Meadow Creek/John Warner Parkway construction project

to support the Rio Road, Avon Street, US Route 250 West sidewalk improvement projects, which are under one VDOT Universal Project Code (UPC) and considered one project in the RS Program.

Under the VDOT procedures for the RS Program, unexpended RS funds from one project can only be transferred to other active RS projects within the locality that are included in the VDOT's Six year Improvement Plan. The only projects currently eligible for this transfer are the County's RS sidewalk construction projects.

In November 2014, the Board was advised of these unexpended funds and of an approximate \$2 Million shortfall in the Rio Road, Avon Street, and US Route 250 West sidewalk projects because the VDOT construction administration, inspection and documentation requirements for locally administered projects were not fully understood at the time initial cost estimates were generated for these projects. VDOT and staff recommended that the unexpended funds be used to cover the shortfall in lieu of making an application for participation in the FY16 RS program, and the Board concurred at its November 5, 2014 meeting. The FY16 RS application request was pulled from that meeting agenda and VDOT subsequently transferred the funds to the Rio Road, Avon Street, and US Route 250 West sidewalk projects on December 12, 2014. A revised Revenue Sharing Agreement – Appendix A was approved by VDOT on January 5, 2015.

The Rio Road sidewalk improvement project will connect Stonehenge, a fairly dense residential neighborhood, to the Meadowcreek Parkway and Rio Road sidewalk system. The Avon Street walkway/crosswalks improvement project (Phase 1) will extend the existing sidewalk/asphalt walkway from Mill Creek Drive north to Swan Lake Drive (1500 ft), East side of Avon Street Extended, from Mill Creek Drive to Paul H. Cale Elementary School (approximately 990 feet), and from Stoney Creek Drive southward to Arden Drive (1060 ft), and will construct crosswalks to Cale Elementary School. The U.S. Route 250 West-Crozet project will consist of construction of sidewalks, crosswalks and street lighting from Cory Farms to the Cloverlawn commercial area and Blue Ridge Shopping Center.

The current project budget is \$1,250,000. This request will increase the project budget by \$2,289,272 for a total project budget of \$3,539,272.

This project is currently in the design phase and construction is expected to be completed in the 3rd quarter of calendar year 2017. The budget increase is necessary due to unanticipated design, right-of-way, construction, and associated administrative costs, as well as modifications to the original scope not considered in the original project cost estimates. Factors that have resulted in the need for additional funds include:

- o New stormwater / TMDL requirements have significantly increased project costs for design, right-of-way and construction.
- o VDOT design/review process must be followed and has resulted in higher design consultant fees.
- o VDOT right-of-way acquisition regulations that necessitate hiring an acquisition consultant to supplement staff resources and require informing owners of their right to be paid fair market value. This makes obtaining donated rights-of-way and easements more difficult.

Note: For budgeting purposes, this funding is requested for initial appropriation in FY 15, and is also included in the *Resolution to Appropriate FY16 Ongoing Funding of Multi-Year Capital Projects* being presented to the Board for its consideration on June 3, 2015 under a separate executive summary, as while this Capital Improvement Plan project is underway, these funds will be expended in future years.

Appropriation #2015100 **\$0.00**
This appropriation will not increase the County Budget.

Source: Training Pool \$ 11,163.00

This request is to appropriate \$11,163.00 from the Training Pool to various departments for approved training opportunities and professional development. The current budget amount in the Training Pool is \$19,952.00. After this appropriation, \$8,789.00 will remain in the Training Pool.

Appropriation #2015101 **\$0.00**
This appropriation will not increase the County Budget.

Source: Reclassification Reserve 57,530.00
Existing Budgeted Salary Lapse \$ 30,640.00

This request is to appropriate \$57,530.00 in funding from the reclassification pool to various departments for individual reclassifications that occurred in FY 15. In addition, this request is to allocate budgeted salary lapse between departments to reflect where lapse actually occurred. This appropriation is a re-allocation of funds and has no impact on the total budget.

Appropriation #2015102 **\$250,000.00**
Source: Local Non-Tax Revenue \$ 250,000.00

On July 11, 2012, the Board approved a streamlined appropriation process for anticipated School Fund revenue associated with miscellaneous grants, donations, and School Activity Funds. In accordance with this process, an appropriation of \$250,000.00 is needed to cover donations and other miscellaneous

revenue, such as small nonrecurring grants, received to date and for anticipated contributions through the end of FY 15.

This request is to appropriate an additional \$250,000.00 for donation, miscellaneous revenue and grant funding. Funds will not be expended until the revenues are actually received.

Appropriation #2015103		\$80,104.96
Source:	Local Non-Tax Revenue	\$ 5,500.00
	General Fund School Reserve Fund	\$ 74,604.96

This request is to appropriate the School Division's appropriation requests approved by the School Board on April 23, 2015:

- The Club Yancey Program has collected a total of \$5,500.00 in donations from various donors. These funds will be used to cover operating expenses for the program.
- Following completion of the FY 14 audit and evaluation of current year revenues, re-appropriation of school carryover funds takes place and portions of building rental funds are returned to schools. The FY15 Budget included an estimated \$211,237.00 in projected carry-forward. The actual amount to return totals \$285,841.96, for a difference of \$74,604.96. This request is to re-appropriate \$8,992.07 of school carryover and \$65,612.90 of building rental funds for a total of \$74,604.96.

Appropriation #2015104		\$367,372.00
Source:	Local Non-Tax Revenue	\$ 367,372.00

This request is to appropriate the School Division appropriation request that was approved by the School Board on March 12, 2015. This request is to appropriate \$367,372.00 from the School Fund to the Comprehensive Services Act (CSA) Fund. CSA funds are utilized to fulfill Federal mandates required under the Individuals with Disabilities Education Act to provide appropriate educational placement to children with disabilities that require intensive services. CSA services are supported by School Division funds, General Government funds, and State funding. An increase in School Division funding is required for FY 15 due, in part, by the increased need of students in the Division that require intensive private day and residential services. The current School Division appropriation for CSA is \$1,433,396.00 and upon approval of this appropriation request, the total School Division appropriation for CSA in FY 15 will be \$1,800,768.00.

Appropriation #2015105		\$72,477.11
Source:	General Fund fund balance	\$ 72,365.00
	State Revenue	\$ 112.11

This request is to appropriate the following:

- \$52,000.00 from the General Fund fund balance to the Volunteer Fire Rescue Tax Credit Program. The County has established a volunteer fire rescue personal property tax credit that may be applied toward any vehicle owned by an eligible fire rescue volunteer. In FY15, as part of automating the financial system, the tax credit process was streamlined for both the Finance Department and volunteers to ensure all eligible volunteers received the credit. As a result of these changes, more tax credits for calendar year 2015 were processed in FY15 than anticipated in the Budget, which was developed prior to implementation of this process change.
- \$20,365.00 from General Fund fund balance to the Clerk of the Circuit Court for the purchase of a replacement server for the COTT system, a records management system for land records, deeds, marriage licenses, and wills. This purchase is part of a complete COTT system upgrade that occurred in FY14. The replacement server wasn't purchased until FY15. This request will re-appropriate funding that was available in the Clerk of the Circuit Court's budget at the end of FY14 into the current year for this purchase.
- \$112.11 from State revenue to support the Charlottesville Albemarle Society for the Prevention of Cruelty to Animals' (SPCA) spay and neuter efforts. This revenue is provided by the State specifically for this purpose and is provided in addition to the County's formula-based contribution to the SPCA.

Ms. Lori Allshouse, Director of the Office of Management and Budget, addressed the Board and stated that a public hearing is required for appropriations that exceed 1% of the currently adopted budget, and these appropriations total \$6.2 million. She stated that this action will approve the seven appropriations as described in Attachment A.

The Chair opened the public hearing. No comment was offered, and the Chair closed the public hearing.

Mr. Sheffield stated that he will be voting against this, because he feels there are a lot of other demands on tax dollars, and he does not support giving the Board a raise.

Ms. Mallek pointed out that this item does not include that.

Mr. Sheffield **moved** to approve the proposed budget amendments as set forth in Attachment A, in the amount of \$6,196,699.93 and to authorize the approval of the appropriations as recommended:

#2015099, #2015100, #2015101, #2015102, #2015103, #2015104, #2015105 for local government and school division programs and projects. Ms. McKeel **seconded** the motion. Roll was called, and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.
NAYS: None.

**COUNTY OF ALBEMARLE
APPROPRIATION SUMMARY**

APP#	ACCOUNT	AMOUNT	DESCRIPTION
2015099	3-9010-24000-324000-240231-1004	2289272.00	SA2015099 RS surplus funds to Rio-Avon-250 Sidewalks
2015099	4-9010-41350-441200-950525-9999	2289272.00	SA2015099 RS surplus funds to Rio-Avon-250 Sidewalks
2015100	4-1000-32012-432010-550100-1003	5738.00	SA2015100 Training Pool Distribution
2015100	4-1000-12010-412010-312500-1001	2000.00	SA2015100 Training Pool Distribution
2015100	4-1000-12010-412010-550100-1001	1900.00	SA2015100 Training Pool Distribution
2015100	4-1000-12150-412150-550100-1001	1525.00	SA2015100 Training Pool Distribution
2015100	4-1000-99900-499000-999984-9999	-11163.00	SA2015100 4th Qtr Distribution
2015101	4-1000-12146-412140-119998-1001	9060.00	SA2015101 Redistribute lapse
2015101	4-1000-12142-412140-119998-1001	-9060.00	SA2015101 Redistribute lapse
2015101	4-1000-34050-434050-119998-1003	17320.00	SA2015101 Redistribute lapse
2015101	4-1000-81023-481020-119998-1008	4260.00	SA2015101 Redistribute lapse
2015101	4-1000-81021-481020-119998-1008	-21580.00	SA2015101 Redistribute lapse
2015101	4-1000-12150-412150-110000-1001	29600.00	SA2015101 Reclassifications - OMB
2015101	4-1000-12200-412200-110000-1001	4900.00	SA2015101 Reclassifications - IT
2015101	4-1000-12200-412200-221000-1001	630.00	SA2015101 Reclassifications - IT
2015101	4-1000-21060-421060-130000-1002	15900.00	SA2015101 Reclassifications - Clerk of Circuit Court
2015101	4-1000-81030-481030-110000-1008	3400.00	SA2015101 Reclassification - Housing
2015101	4-1000-21070-421070-110000-1002	3100.00	SA2015101 Reclassification - Sheriff
2015101	4-1000-99900-499000-999908-9999	-57530.00	SA2015101 Distribute to Departments
2015102	3-2000-62000-318100-181109-6599	75000.00	SA2015102
2015102	4-2000-62101-461101-580240-6599	75000.00	SA2015102
2015102	3-2000-62000-318000-189900-6599	125000.00	SA2015102
2015102	4-2000-62101-461101-580250-6599	125000.00	SA2015102
2015103	3-3157-63157-318000-181254-6599	5500.00	SA2015103 Club Yancey Donations
2015103	4-3157-63157-460000-111400-6113	5109.15	SA2015103 Salaries-Other Management
2015103	4-3157-63157-460000-210000-6113	390.85	SA2015103 FICA
2015103	3-2000-62000-351000-510000-6599	74604.96	SA2015103 Distribution of Fund Balance
2015103	4-2000-62101-461101-580000-6599	74604.96	SA2015103 Miscellaneous Expenses
2015104	3-2000-62000-319000-199910-6599	367372.00	SA2015104 Prior year recovered costs
2015104	4-2000-62112-493010-930206-6501	367372.00	SA2015104 Transfer to CSA
2015104	3-1551-51000-351000-512001-9999	367372.00	SA2015104 Transfer fr. School Fund
2015104	4-1551-53120-453010-581001-1005	367372.00	SA2015104 Transfer fr. School Fund
2015105	3-1000-51000-351000-510100-9999	72365.00	SA2015105 Use of Fund Balance
2015105	3-1000-22000-322000-220106-9999	112.11	SA2015105 SPCA state revenue
2015105	4-1000-21060-421060-800101-1002	20365.00	SA2015105 COTT server replacement
2015105	4-1000-39000-439000-561405-1003	52000.00	SA2015105 Volunteer Tax Credit Program
2015105	4-1000-39001-439000-565510-1003	112.11	SA2015105 SPCA state program
TOTAL		6,753,196.14	

Agenda Item No. 23. **PUBLIC HEARING:** Resolution to Appropriate FY 16 On-going Funding of Multi-Year Capital Projects. *(Advertised in the Daily Progress on May 24, 2015)*

The executive summary states that the County's Special Revenue and Capital Project Budgets most often affect multiple fiscal years, thus requiring a reappropriation of the remaining funds from one fiscal year to the succeeding fiscal year.

Virginia Code § 15.2-2507 provides that any locality may amend its budget to adjust the aggregate amount to be appropriated during the fiscal year as shown in the currently adopted budget; provided, however, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by first publishing a notice of a meeting and holding a public hearing before amending the budget. The Code section applies to all County funds, i.e., General Fund, Capital Funds, E911, School Self-Sustaining, etc.

The cumulative total of the FY 16 appropriations included in the comprehensive resolution itemized below is \$43,505,750.25. Because the cumulative amount of the appropriations exceeds one percent of the currently adopted budget, a budget amendment public hearing is required in order to re-appropriate unspent and unencumbered Capital Improvement Projects and Special Revenue funds.

The proposed FY 16 Budget Amendment and the comprehensive resolution funds and appropriates the remaining balance of \$43,505,750.25 for encumbered purchase orders and contracts and the unencumbered special revenue projects and capital projects in a single resolution. The estimated expenses and revenues included in the proposed amendment are shown below:

ESTIMATED EXPENDITURES	
Capital Improvements Funds	\$42,781,172.15
Special Revenue Funds	\$ 724,578.10
TOTAL ESTIMATED EXPENDITURES - All Funds	\$ 43,505,750.25

ESTIMATED REVENUES

Local Revenue	\$ 4,854,621.68
State Revenue	\$ 2,878,401.07
Federal Revenue	\$ 1,983,661.09
Borrowed Proceeds	\$ 15,200,813.13
Other Fund Balances	\$ 18,588,253.28
TOTAL ESTIMATED REVENUES - All Funds	\$ 43,505,750.25

After the public hearing, staff recommends approval of the \$43,505,750.25 Budget Amendment for FY 16 and adoption of the Resolution to Appropriate FY 16 On-going Funding of Multi-Year Capital Projects Appropriation #2016001 (Attachment A) that appropriates a total of \$43,505,750.25 to various capital improvement projects and special revenue projects that were funded in FY 15 but are on-going in FY 16.

Ms. Lori Allshouse stated that due to the nature of capital projects, these budgets often span more than one fiscal year, and this requires the County to re-appropriate funds from one fiscal year into the next, and this will be an amendment to their FY16 budget. She said that a public hearing is required if the total appropriations exceed 1% of an adopted budget, which these do, totaling \$43,505,750.25 for various capital projects and special revenue projects.

Mr. Letteri stated there are a lot of rollover projects, and one is for the YMCA appropriation – with this being the third year of the rollover – and the City has extended their commitment through January, provided they can get construction underway at that time. He said that staff is recommending appropriation.

Ms. Mallek stated she proposes that the extension be granted through December, so they can reconsider it in January.

Mr. Davis said no money will be provided until the project is under construction and there will be a decision point in January as to whether the project is going forward, based on the City's lease with the YMCA.

Mr. Boyd stated his understanding is that the applicant will be providing a business plan. Mr. Davis said that before the project goes forward, the YCMA will have to finalize that plan and present it to the City and the County.

Ms. Mallek said the Supervisors have asked Mr. Krueger for that report, but he has not provided it, and she feels this is not a particular inconvenience to indicate to him what is expected.

Ms. Dittmar stated there will also be new Board members, so this will be an opportunity for them to weigh in on the project and provide a catalyst for the YMCA.

Ms. Mallek said she would like for the County to be considered a real partner, not an afterthought, and she feels they are losing an opportunity here.

Ms. McKeel asked if there might be another way to get at this to trigger the conversation, other than an expiration date, and asked Mr. Davis what he would recommend.

Mr. Davis stated the County's contribution and commitment to this is a huge part of the YMCA's ability to go forward, so if there is uncertainty about that, it is not a good thing for their project. He said the Y has commitments as to what they need to do and how, and the ground lease with the City has a January expiration date, so they are under the gun already and he is not sure if they can hold their feet to the fire any further. Mr. Davis said if they fail to meet their lease obligations, it will likely come before the Board for a funding decision anyway.

Mr. Boyd stated he would like to have additional clarity as to the parameters of the contract, particularly the use of the facility or County swim teams.

Ms. Mallek stated she would like that as well, and her recollection is that if it fails, it goes back to the City and the County will have nothing. Mr. Davis said that if it fails, it will go back to the City – but the County will have the same access as the City to the facility.

Ms. Mallek said that would be true if it was operating. Mr. Foley stated that staff will bring this back to the Board.

Ms. Mallek said her real concern is that the City will extend the lease, and the County will have \$2 million tied up.

Mr. Boyd said he cannot recall the details, and he would like to see those again.

The Chair opened the public hearing. Since no one came forward to speak, the Chair closed the public hearing.

Ms. Palmer **moved** that the Board approve the \$43,505,750.25 Budget Amendment for FY16 and to adopt the resolution to Appropriate FY16 On-going Funding of Multi-Year Capital Projects

Appropriation #2016001 that appropriates a total of \$43,505,750.25 to various capital improvement projects and special revenue projects that were funded in FY 15 but are on-going in FY 16. Ms. Mallek **seconded** the motion. Roll was called, and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.

NAYS: None.

**Resolution to Appropriate FY 16 On-going Funding of Multi-Year Capital Projects
For the Fiscal Year Ending June 30, 2016
Appropriation # 2016001**

Whereas, purchase orders and contracts encumbered at the end of the fiscal year must be carried over into the next year for payments; and

Whereas, capital and special revenue projects that are not completed within one fiscal year necessitate the budgeting and appropriation of the remaining balance of project funds from one fiscal year to the succeeding fiscal year;

Whereas, the encumbrances are estimated at \$13,068,479.23 as of June 30, 2015, and approval of an estimated remaining balance of \$30,437,271.02 for unencumbered capital project balances and special revenue project balances will give the responsible departments and agencies continuous access to project funding; and

Whereas, the total amount of estimated encumbrances and unencumbered capital project balances and special revenue project balances is \$43,505,750.25 set forth as follows:

Total School Division Capital Improvement Fund:

School Division Capital Improvement Fund Appropriations	
Administrative Technology	\$109,221.35
Agnor Hurt Elementary School Addition/Renovation	\$2,127,041.20
CATEC Contingency	\$144,700.00
Henley Middle School Auxiliary Gym Addition	\$2,218,992.30
Learning Space Modernization (Contemporary Learning Spaces)	\$42,918.77
School Bus Replacement Program	\$1,195,920.00
School Maintenance/Replacement	\$2,101,244.84
School Security Improvements Program	\$115,720.58
State Technology Grant	\$21,280.20
Telecommunications Network Upgrade	\$743,925.65
Total School Division Capital Improvement Fund Appropriations	\$8,820,964.89
School Division Capital Improvement Fund Sources	
Revenue From Local Sources (Other Transfers)	\$493,832.00
Revenue From the Commonwealth	\$21,280.20
Borrowed Proceeds	\$5,371,573.00
Use of Fund Balance	\$2,934,279.69
Total School Division Capital Improvement Fund Sources	\$8,820,964.89

Total General Government Capital Improvement Fund:

General Government Capital Improvement Fund Appropriations	
ACE Program	\$745,153.61
City-County Owned Facilities Maintenance/Replacement	\$517,405.76
City-County Owned Parks Maintenance/Replacement	\$24,790.34
Computer Assisted Mass Appraisal	\$208,474.84
Convenience Centers Studies-Solid Waste/Recycling	\$32,420.00
Cory Farm Greenway Connector	\$46,010.00
County Owned Parks Maintenance/Replacement	\$287,175.60
County Server Infrastructure Upgrade	\$89,699.08
County View Project	\$8,339.12
County-Owned Facilities Maintenance/Replacement	\$1,360,559.18
Court Facilities Addition/Renovation	\$2,281,756.00
Court Facilities Interim Modification	\$150,000.00
Crozet Library Facility	\$43,483.51
Crozet Streetscape Phase II	\$97,969.81
Earlsville Traffic Study	\$7,900.00
ECC Emergency Telephone System	\$1,323,070.98
ECC Integrated Public Safety Technology Project CAD	\$4,741,153.23
HR/Finance/Economic Development Office Renovations	\$298,071.75
GIS Project	\$360,712.73
Greenway Program	\$19,622.08
Increased Redundant Internet Services	\$28,000.00
Keene Landfill	\$30,000.00
Microsoft Upgrade	\$42,018.36
Pantops Master Plan	\$108,731.45
Police County 800Mhz Radio Replacements	\$533,734.26
Police Mobile Data Computers Replacement	\$90,000.00
Police Technology Upgrade	\$432,022.92
Predy Creek Park Phase II	\$86,250.00
Records Management System	\$101,577.45
Recreation Facility – YMCA Contribution	\$2,030,000.00
Rio Property-Northside Library & Storage	\$404,039.89

Rivanna Master Plan	\$50,000.00
Roadway Landscaping	\$53,578.30
Sidewalk, Crozet Avenue North	\$916,207.24
Sidewalk, Fontaine Avenue	\$87,224.66
Sidewalk, Hollymead-Powell Creek Drive	\$187,699.24
Sidewalk, Hydraulic & Barracks Rd	\$1,749,913.08
Sidewalk, Ivy Road (US Route 250 West)	\$1,200,000.00
Sidewalk, Old Lynchburg Road	\$250,000.00
Sidewalk, South Pantops Dr/State Farm Blvd	\$742,962.59
Sidewalks, Rio Road - Avon St - US Route 250 West	\$3,533,492.00
Street Improvement – Local	\$1,666.67
Sunridge Road	\$6,696.42
Tax/Rev System Replacement	\$9,612.53
Telephony Solution Replacement (Previously PBX Replacement)	\$40,865.47
Voter Registration COB5 Renovation	\$28,851.72
Voting Machine Replacements	\$301,258.18
Transfer to Fire Rescue	\$100,000.00
Total General Government Capital Improvement Fund Appropriations	\$25,790,170.05
General Government Capital Improvement Fund Sources	
Revenue From Local Sources (Other Transfers)	\$2,189,796.06
Revenue From Other Local Sources	\$3,301,082.68
Revenue From the Commonwealth	\$2,783,866.49
Revenue From the Federal Government	\$41,327.09
Borrowed Proceeds	\$6,780,833.00
Use of Fund Balance	\$10,693,264.73
Total General Government Capital Improvement Fund Sources	\$25,790,170.05
Total Regional Firearms Training Center Capital Improvement Fund:	
Regional Firearms Training Center Capital Improvement Fund Appropriations	
Regional Firearms Training Center	\$5,431,902.53
Total Regional Firearms Training Center Capital Improvement Fund Appropriations	\$5,431,902.53
Regional Firearms Training Center Capital Improvement Fund Sources	
Revenue From Other Local Sources	\$1,553,539.00
Revenue From the Federal Government	\$1,942,334.00
Borrowed Proceeds	\$955,866.38
Use of Fund Balance	\$980,163.15
Total Regional Firearms Training Center Capital Improvement Fund Sources	\$5,431,902.53
Total Fire Rescue Service Capital Improvement Fund:	
Fire Rescue Service Capital Improvement Fund Appropriations	
Apparatus Replacement Program	\$1,670,577.07
ERVFC Facility Maintenance	\$100,000.00
Fire Rescue Mobile Data Computers Repl	\$20,924.35
Ivy Fire Station	\$180,860.12
Seminole Trail VFD Renovation/Addition	\$164,396.48
Total Fire Rescue Service Capital Improvement Fund Appropriations	\$2,136,758.02
Fire Rescue Service Capital Improvement Fund Sources	
Revenue From Local Sources (Other Transfers)	\$100,000.00
Borrowed Proceeds	\$2,082,770.75
Use of Fund Balance	-\$46,012.73
Total Fire Rescue Service Capital Improvement Fund Sources	\$2,136,758.02
Total Water Resources Capital Improvement Fund:	
Water Resources Capital Improvement Fund Appropriations	
Carrsbrook Sinkhole Repair	\$154,225.00
Church Road Basin	\$110,859.43
Dam Break Study 2015	\$103,830.00
Hollymead Dam Spillway Improvement	\$27,502.00
Stormwater Management Program	\$16,648.06
Stormwater Multi-Facility Maintenance/Enhancement	\$151,823.84
Stormwater TMDL Study	\$130,310.80
WAHS Stormwater Improvement	\$6,177.53
Total Water Resources Capital Improvement Fund Appropriations	\$701,376.66
Water Resources Capital Improvement Fund Sources	
Revenue From Local Sources (Other Transfers)	\$87,962.00
Revenue From the Commonwealth	\$73,254.38
Borrowed Proceeds	\$9,770.00
Use of Fund Balance	\$530,390.28
Total Water Resources Capital Improvement Fund Sources	\$701,376.66
Total Special Revenue Fund:	
Special Revenue Fund Appropriations	
Ch'ville-Alb Joint Health Center Fund	\$48,960.00
Albemarle Place-Stonefield Proffer Fund	\$1,125,333.00
Avinity Proffer Fund	122,413.04
Avon Park Proffer Fund	\$64,596.33
Estes Park Proffer Fund	\$235,332.30

Grayrock Proffer Fund	\$946.96
Grayrock West Proffer Fund	\$63,382.72
Haden Place Proffer Fund	\$23,100.00
Hollymead Area C Proffer Fund	\$62,264.79
Hollymead Area D Proffer Fund	\$31,146.37
Hollymead Town Center A1 Proffer Fund	31,056.42
Liberty Hall Proffer Fund	\$32,089.50
MJH @ Peter Jefferson Proffer Fund	\$369,503.00
North Pointe Proffer Fund	\$8,451.43
Old Trail Village Proffer Fund	\$34,019.00
UVA Research Park Proffer Fund	117.72
Westhall 1.2 Proffer Fund	\$9,858.71
Westhall 3.3 Proffer Fund	\$3,170.90
Wickham Pond Proffer Fund	\$48,832.17
Wickham Pond II Proffer Fund	\$100,257.00
Willow Glen Proffer Fund	\$268,796.70
Water Resources Fund	\$87,962.00
Total Special Revenue Fund Appropriations	\$2,771,590.06

Special Revenue Fund Sources	
Use of Fund Balance	\$2,771,590.06
Total Special Revenue Fund Sources	\$2,771,590.06

Whereas, approval of an estimated remaining balance amount at the beginning of the fiscal year facilitates the payment of outstanding bills and ensures continuity of ongoing projects; and

Whereas, a properly advertised public hearing was held on June 3, 2015 on the proposed amendment to the FY 16 budget and all interested citizens were heard;

Now, therefore, be it resolved that the Albemarle County Board of Supervisors:

1. Does hereby budget and appropriate the remaining balance of \$43,505,750.25 for encumbered purchase orders and contracts and the unencumbered capital and special revenue project balances of June 30, 2015, as set forth above;
2. Does hereby authorize the County Executive to adjust this amount downward, if necessary, to accurately reflect the actual encumbered amounts and actual unencumbered capital and special revenue project amounts at the end of FY 15; and
3. Does hereby authorize the County Executive to close out a Capital project and transfer any unencumbered residual funds to the Capital Improvement Fund fund balance.

This resolution shall become effective on July first, two thousand and fifteen.

**COUNTY OF ALBEMARLE
APPROPRIATION SUMMARY**

APP#	ACCOUNT	AMOUNT	DESCRIPTION
2016001	4-9011-91000-491000-800605-9999	19,128.48	SA2016001 Multi-Year - Belvedere
2016001	4-9011-91000-491000-940080-9999	705,449.62	SA2016001 Multi-Year - Belvedere
2016001	3-9011-51000-351000-510100-9999	724,578.10	SA2016001 Multi-Year - Belvedere
2016001	4-9010-32010-432010-810020-3140	70,790.15	SA2016001 Multi-Year - App. Repl. Program
2016001	4-9010-32030-432030-815108-3140	39,038.91	SA2016001 Multi-Year - App. Repl. Program
2016001	4-9010-32020-432020-810205-1003	17,940.73	SA2016001 Multi-Year - App. Repl. Program
2016001	4-9010-32030-432030-810406-3140	50,478.68	SA2016001 Multi-Year - App. Repl. Program
2016001	4-9010-32020-432020-810206-3140	18,537.14	SA2016001 Multi-Year - App. Repl. Program
2016001	4-9010-32010-432010-815802-3140	105,542.83	SA2016001 Multi-Year - App. Repl. Program
2016001	4-9010-32010-432010-815901-3140	29,889.78	SA2016001 Multi-Year - App. Repl. Program
2016001	4-9010-32010-432010-811103-3140	13,877.74	SA2016001 Multi-Year - App. Repl. Program
2016001	4-9010-32010-432010-811104-3140	102,918.50	SA2016001 Multi-Year - App. Repl. Program
2016001	4-9010-32030-432030-815502-3140	243,691.86	SA2016001 Multi-Year - App. Repl. Program
2016001	4-9010-32030-432030-815504-3140	927,870.75	SA2016001 Multi-Year - App. Repl. Program
2016001	4-9010-32020-432020-561100-3140	100,000.00	SA2016001 Multi-Year - ERVFC Facility Maint
2016001	4-9010-32010-432010-800317-3140	20,924.35	SA2016001 Multi-Year - FR Mobile Data Comp Repl
2016001	4-9010-32021-432010-331601-3140	5,620.00	SA2016001 Multi-Year - Ivy F S
2016001	4-9010-32021-432010-601104-3140	5,179.03	SA2016001 Multi-Year - Ivy F S
2016001	4-9010-32021-432010-800200-3140	3,250.00	SA2016001 Multi-Year - Ivy F S
2016001	4-9010-32021-432010-800605-3140	55,395.50	SA2016001 Multi-Year - Ivy F S
2016001	4-9010-32021-432010-800742-3140	95,000.00	SA2016001 Multi-Year - Ivy F S
2016001	4-9010-32021-432010-999999-3140	16,415.59	SA2016001 Multi-Year - Ivy F S
2016001	4-9010-32022-432020-800605-3140	40,000.00	SA2016001 Multi-Year - STVFD
2016001	4-9010-32022-432020-999999-3140	124,396.48	SA2016001 Multi-Year - STVFD
2016001	4-9010-32020-432020-810099-3140	50,000.00	SA2016001 Multi-Year - App. Repl. Program
2016001	4-9010-81010-481020-580409-1240	745,153.61	SA2016001 Multi-Year - ACE Program
2016001	4-9010-73025-473010-800949-7145	122,504.89	SA2016001 Multi-Year - City County Maint-Library
2016001	4-9010-73025-473010-800949-7146	193,045.87	SA2016001 Multi-Year - City County Maint-Library
2016001	4-9010-71020-471020-800948-7100	24,790.34	SA2016001 Multi-Year - City County Maint-Parks
2016001	4-9010-12140-412140-950004-1150	208,474.84	SA2016001 Multi-Year - CAMA
2016001	4-9010-42042-442040-700008-1210	32,420.00	SA2016001 Multi-Year - Convenience Centers
2016001	4-9010-71018-473010-312350-9999	10,000.00	SA2016001 Multi-Year - Cory Farms Greenway
2016001	4-9010-71018-473010-800605-9999	30,000.00	SA2016001 Multi-Year - Cory Farms Greenway
2016001	4-9010-71018-473010-800750-9999	6,010.00	SA2016001 Multi-Year - Cory Farms Greenway
2016001	4-9010-31010-431010-800305-3110	533,734.26	SA2016001 Multi-Year - Police 800 MHz
2016001	4-9010-73025-473010-800666-9999	44,343.59	SA2016001 Multi-Year - County Maint-Library

2016001	4-9010-71020-471020-800949-7100	220,414.83	SA2016001 Multi-Year - County Maint-Parks
2016001	4-9010-72030-471010-800949-7100	66,760.77	SA2016001 Multi-Year - County Maint-Parks-Tourism
2016001	4-9010-12200-412200-800700-1160	89,699.08	SA2016001 Multi-Year - County Server Infrastructure
2016001	4-9010-81010-481020-950178-1240	8,339.12	SA2016001 Multi-Year - County View Project
2016001	4-9010-21005-421005-800610-2180	150,000.00	SA2016001 Multi-Year - Court Facilities Interim Modification
2016001	4-9010-21005-421005-800666-9999	327,719.25	SA2016001 Multi-Year - County Maint-Courts
2016001	4-9010-21009-421005-301200-2180	31,504.00	SA2016001 Multi-Year - Courts Facilities Add/Ren
2016001	4-9010-21009-421005-312350-2180	1,950,252.00	SA2016001 Multi-Year - Courts Facilities Add/Ren
2016001	4-9010-21009-421005-800750-2180	300,000.00	SA2016001 Multi-Year - Courts Facilities Add/Ren
2016001	4-9010-94160-494070-312350-7140	1,690.44	SA2016001 Multi-Year - Crozet Library
2016001	4-9010-94160-494070-800605-7140	20,398.79	SA2016001 Multi-Year - Crozet Library
2016001	4-9010-94160-494070-999999-7140	21,394.28	SA2016001 Multi-Year - Crozet Library
2016001	4-9010-41023-441200-312350-9999	1,675.16	SA2016001 Multi-Year - Crozet Streetscape Ph II
2016001	4-9010-41023-441200-312370-9999	1,249.07	SA2016001 Multi-Year - Crozet Streetscape Ph II
2016001	4-9010-41023-441200-800605-9999	85,045.58	SA2016001 Multi-Year - Crozet Streetscape Ph II
2016001	4-9010-41023-441200-999999-9999	10,000.00	SA2016001 Multi-Year - Crozet Streetscape Ph II
2016001	4-9010-41000-481020-312350-1240	7,900.00	SA2016001 Multi-Year - Earlysville Traffic Study
2016001	4-9010-31000-431000-800715-9999	1,323,070.98	SA2016001 Multi-Year - ECC Emergency Telephone System
2016001	4-9010-31000-431000-312210-9999	4,741,153.23	SA2016001 Multi-Year - ECC Integrated Public Safety Technology
2016001	4-9010-81050-481050-312350-1008	14,995.80	SA2016001 Multi-Year - Econ. Devel. Office
2016001	4-9010-81050-481050-800200-1008	46,265.63	SA2016001 Multi-Year - Econ. Devel. Office
2016001	4-9010-81050-481050-800605-1008	197,310.32	SA2016001 Multi-Year - Econ. Devel. Office
2016001	4-9010-81050-481050-800700-1008	21,500.00	SA2016001 Multi-Year - Econ. Devel. Office
2016001	4-9010-81050-481050-999999-1008	18,000.00	SA2016001 Multi-Year - Econ. Devel. Office
2016001	4-9010-81010-481020-950147-1240	360,712.73	SA2016001 Multi-Year - GIS Project
2016001	4-9010-72030-471010-950026-7100	19,622.08	SA2016001 Multi-Year - Greenway Program
2016001	4-9010-43100-443200-950222-4400	95,160.00	SA2016001 Multi-Year - City County Maint-Health
2016001	4-9010-12200-412200-800717-1160	28,000.00	SA2016001 Multi-Year - Increased Redundant Internet Services
2016001	4-9010-21050-421005-331000-2140	28,000.00	SA2016001 Multi-Year - City County Maint-Courts
2016001	4-9010-42043-442040-950059-1210	30,000.00	SA2016001 Multi-Year - Keene Landfill
2016001	4-9010-12200-412200-800714-1160	42,018.36	SA2016001 Multi-Year - Microsoft Upgrade
2016001	4-9010-81110-481020-950560-1240	108,731.45	SA2016001 Multi-Year - Pantops Master Plan
2016001	4-9010-12200-412200-800715-1160	40,865.47	SA2016001 Multi-Year - Telephony Solution Repl
2016001	4-9010-31010-431010-800317-3110	90,000.00	SA2016001 Multi-Year - Police Mobile Data Computers Repl
2016001	4-9010-31010-431010-800714-3110	432,022.92	SA2016001 Multi-Year - Police Technology Upgrade
2016001	4-9010-71020-471010-950261-7100	69,000.00	SA2016001 Multi-Year - Preddy Creek Park Ph II
2016001	4-9010-72030-471010-950233-7280	17,250.00	SA2016001 Multi-Year - Preddy Creek Park Ph II
2016001	4-9010-43100-443200-800666-9999	988,496.34	SA2016001 Multi-Year - County Maint-Govt
2016001	4-9010-43100-443200-800666-2114	12,750.00	SA2016001 Multi-Year - City County Maint-Jessup
2016001	4-9010-43100-443200-800666-4650	34,195.00	SA2016001 Multi-Year - City County Maint-Preston Morris
2016001	4-9010-43100-443200-800666-2113	31,750.00	SA2016001 Multi-Year - City County Maint-Wheeler
2016001	4-9010-41000-481020-950110-1240	101,577.45	SA2016001 Multi-Year - Records Management System
2016001	4-9010-71020-471020-950074-7100	2,030,000.00	SA2016001 Multi-Year - Recreation Facility
2016001	4-9010-81110-481020-950565-1240	50,000.00	SA2016001 Multi-Year - Rivanna Master Plan
2016001	4-9010-73030-473010-312350-9999	10,000.00	SA2016001 Multi-Year - Rio Property-Northside Library & Storage
2016001	4-9010-73030-473010-800200-9999	5,000.00	SA2016001 Multi-Year - Rio Property-Northside Library & Storage
2016001	4-9010-73030-473010-800605-9999	175,000.00	SA2016001 Multi-Year - Rio Property-Northside Library & Storage
2016001	4-9010-73030-473010-800700-9999	10,000.00	SA2016001 Multi-Year - Rio Property-Northside Library & Storage
2016001	4-9010-73030-473010-999999-9999	204,039.89	SA2016001 Multi-Year - Rio Property-Northside Library & Storage
2016001	4-9010-43100-443200-950169-9999	53,578.30	SA2016001 Multi-Year - Roadway Landscaping
2016001	4-9010-41350-441200-950514-9999	916,207.24	SA2016001 Multi-Year - Sidewalk, Crozet Avenue North
2016001	4-9010-41350-441200-950519-9999	87,224.66	SA2016001 Multi-Year - Sidewalk, Fontaine Avenue
2016001	4-9010-41350-441200-950522-9999	187,699.24	SA2016001 Multi-Year - Sidewalk, Hollymead-Powell Creek Drive
2016001	4-9010-41350-441200-950509-9999	1,749,913.08	SA2016001 Multi-Year - Sidewalk, Hydraulic & Barracks Rd
2016001	4-9010-41350-441200-950517-9999	1,200,000.00	SA2016001 Multi-Year - Sidewalk, Ivy Road (US Route 250 West)
2016001	4-9010-41350-441200-950524-9999	250,000.00	SA2016001 Multi-Year - Sidewalk, Old Lynchburg Road
2016001	4-9010-41350-441200-950525-9999	3,533,492.00	SA2016001 Multi-Year - Sidewalks, Rio Road - Avon St - US Route 250 West
2016001	4-9010-41350-441200-950510-9999	742,962.59	SA2016001 Multi-Year - Sidewalk, South Pantops Dr/State Farm Blvd
2016001	4-9010-41020-441200-950171-9999	6,696.42	SA2016001 Multi-Year - Sunridge Road
2016001	4-9010-12142-412140-800610-1150	9,612.53	SA2016001 Multi-Year - Tax/Rev System Repl
2016001	4-9010-41020-441200-950136-9999	1,666.67	SA2016001 Multi-Year - Street Improvement - Local
2016001	4-9010-13020-413020-800736-1170	301,258.18	SA2016001 Multi-Year - Voting Machine Replacements
2016001	4-9010-13020-413020-312350-1170	1,567.00	SA2016001 Multi-Year - Voter Registration COB5 Renovation
2016001	4-9010-13020-413020-800200-1170	10,000.00	SA2016001 Multi-Year - Voter Registration COB5 Renovation
2016001	4-9010-13020-413020-800604-1170	17,284.72	SA2016001 Multi-Year - Voter Registration COB5 Renovation
2016001	3-9010-41400-341000-410530-9999	8,863,603.75	SA2016001 Multi-Year - Borrowed Proceeds
2016001	3-9010-51000-351000-510100-9999	10,647,252.00	SA2016001 Multi-Year - Use of Fund balance
2016001	3-9010-33000-333000-330062-9999	41,327.09	SA2016001 Multi-Year - TEA Grant
2016001	3-9010-24000-324000-240238-1004	161,336.52	SA2016001 Multi-Year - Safe Routes to Schools
2016001	3-9010-24000-324000-240049-1007	69,000.00	SA2016001 Multi-Year - DCR Grant-Preddy Creek

2016001	3-9010-24000-324000-240231-1004	2,553,529.97	SA2016001 Multi-Year - VDOT
2016001	3-9010-19000-319000-190321-9999	3,282,767.68	SA2016001 Multi-Year - ECC Partner Shares
2016001	3-9010-19000-319000-190207-1007	18,315.00	SA2016001 Multi-Year - City-County Parks
2016001	3-9010-51000-351000-512072-9999	795,700.00	SA2016001 Multi-Year - Proffer-ALBEMARLE PLACE-STONEFIELD
2016001	3-9010-51000-351000-512088-9999	122,413.04	SA2016001 Multi-Year - Proffer-AVINITY (CIP)
2016001	3-9010-51000-351000-512055-9999	64,596.33	SA2016001 Multi-Year - Proffer-AVON PARK
2016001	3-9010-51000-351000-512063-9999	946.96	SA2016001 Multi-Year - Proffer-GRAYROCK
2016001	3-9010-51000-351000-512087-9999	63,382.72	SA2016001 Multi-Year - Proffer-Grayrock West
2016001	3-9010-51000-351000-512086-9999	23,100.00	SA2016001 Multi-Year - Proffer-Haden Place
2016001	3-9010-51000-351000-512046-9999	62,264.79	SA2016001 Multi-Year - Proffer-HOLLYMEAD AREA C
2016001	3-9010-51000-351000-512053-9999	31,146.37	SA2016001 Multi-Year - Proffer-HOLLYMEAD AREA D
2016001	3-9010-51000-351000-512066-9999	31,056.42	SA2016001 Multi-Year - Proffer-HOLLYMEAD TOWN CENTER A1
2016001	3-9010-51000-351000-512065-9999	32,089.50	SA2016001 Multi-Year - Proffer-LIBERTY HALL
2016001	3-9010-51000-351000-512075-9999	369,503.00	SA2016001 Multi-Year - Proffer-MJH @ PETER JEFFERSON PLACE
2016001	3-9010-51000-351000-512069-9999	8,451.43	SA2016001 Multi-Year - Proffer-NORTH POINTE
2016001	3-9010-51000-351000-512037-9999	117.72	SA2016001 Multi-Year - Proffer-UVA RESEARCH PARK
2016001	3-9010-51000-351000-512059-9999	9,858.71	SA2016001 Multi-Year - Proffer-WESTHALL (1.2)
2016001	3-9010-51000-351000-512084-9999	3,170.90	SA2016001 Multi-Year - Proffer-WESTHALL (3.3)
2016001	3-9010-51000-351000-512056-9999	39,538.17	SA2016001 Multi-Year - Proffer-WICKHAM POND
2016001	3-9010-51000-351000-512085-9999	33,500.00	SA2016001 Multi-Year - Proffer-WICKHAM POND II
2016001	3-9010-51000-351000-512089-9999	214,667.70	SA2016001 Multi-Year - Proffer-WILLOW GLEN
2016001	3-9010-51000-351000-512083-9999	235,332.30	SA2016001 Multi-Year - Proffer-Estes Park
2016001	3-9010-51000-351000-512078-9999	48,960.00	SA2016001 Multi-Year - Ch'ville-Alb Joint Health Center
2016001	4-9050-31029-431010-312350-3110	120,000.00	SA2016001 Multi-Year - Reg Firearms Training Center
2016001	4-9050-31029-431010-312370-3110	55,000.00	SA2016001 Multi-Year - Reg Firearms Training Center
2016001	4-9050-31029-431010-800200-3110	25,000.00	SA2016001 Multi-Year - Reg Firearms Training Center
2016001	4-9050-31029-431010-800605-3110	4,660,000.00	SA2016001 Multi-Year - Reg Firearms Training Center
2016001	4-9050-31029-431010-999999-3110	571,902.53	SA2016001 Multi-Year - Reg Firearms Training Center
2016001	3-9050-51000-351000-510100-9999	980,163.15	SA2016001 Multi-Year - Reg Firearms Training Center
2016001	3-9050-41400-341000-410500-9999	955,866.38	SA2016001 Multi-Year - Reg Firearms Training Center
2016001	3-9050-19000-319000-190319-3110	1,327,970.00	SA2016001 Multi-Year - Reg Firearms Training Center
2016001	3-9050-19000-319000-190435-3110	225,569.00	SA2016001 Multi-Year - Reg Firearms Training Center
2016001	3-9050-33000-333000-330001-3110	1,942,334.00	SA2016001 Multi-Year - Reg Firearms Training Center
2016001	4-9000-69990-468200-800700-6599	109,221.35	SA2016001 Multi-Year - Administrative Technology
2016001	4-9000-69000-496010-999999-6305	144,700.00	SA2016001 Multi-Year - CATEC Contingency
2016001	4-9000-63905-462320-800506-6599	1,195,920.00	SA2016001 Multi-Year - School Bus ReplProgram
2016001	4-9000-69990-468300-800707-6599	21,280.20	SA2016001 Multi-Year - State Technology Grant
2016001	4-9000-69990-468400-110000-6599	743,925.65	SA2016001 Multi-Year - Telecomm Network Upgrade
2016001	4-9000-69985-466730-800200-6116	252,000.00	SA2016001 Multi-Year - Agnor Hurt E S Add/Reno
2016001	4-9000-69985-466730-800605-6116	1,537,222.20	SA2016001 Multi-Year - Agnor Hurt E S Add/Reno
2016001	4-9000-69985-466730-999999-6116	337,819.00	SA2016001 Multi-Year - Agnor Hurt E S Add/Reno
2016001	4-9000-69985-464600-800200-6599	42,918.77	SA2016001 Multi-Year - Learning Space Mod
2016001	4-9000-69985-466730-800200-6252	183,999.00	SA2016001 Multi-Year - Henley MS Gym Add
2016001	4-9000-69985-466730-800605-6252	1,867,721.30	SA2016001 Multi-Year - Henley MS Gym Add
2016001	4-9000-69985-466730-999999-6252	167,272.00	SA2016001 Multi-Year - Henley MS Gym Add
2016001	4-9000-69985-466730-800605-6599	115,720.58	SA2016001 Multi-Year - School Security Improvements Program
2016001	4-9000-69980-464600-301210-6599	53,267.35	SA2016001 Multi-Year - School CIP Maint
2016001	4-9000-69980-464600-800614-6599	46,910.85	SA2016001 Multi-Year - School CIP Maint
2016001	4-9000-69980-464600-800634-6599	38,658.49	SA2016001 Multi-Year - School CIP Maint
2016001	4-9000-69980-464600-800665-6599	86,385.82	SA2016001 Multi-Year - School CIP Maint
2016001	4-9000-69980-464600-800949-6599	300,576.22	SA2016001 Multi-Year - School CIP Maint
2016001	4-9000-69980-464600-950182-6599	30,000.00	SA2016001 Multi-Year - School CIP Maint
2016001	4-9000-69980-464600-950195-6599	22,994.99	SA2016001 Multi-Year - School CIP Maint
2016001	4-9000-69980-466200-301210-6599	395,595.62	SA2016001 Multi-Year - School CIP Maint
2016001	4-9000-69980-466200-312350-6599	4,306.67	SA2016001 Multi-Year - School CIP Maint
2016001	4-9000-69980-466200-800140-6599	7,571.55	SA2016001 Multi-Year - School CIP Maint
2016001	4-9000-69980-466200-800675-6599	265,117.87	SA2016001 Multi-Year - School CIP Maint
2016001	4-9000-69980-466740-301210-6599	127,888.84	SA2016001 Multi-Year - School CIP Maint
2016001	4-9000-69980-466750-301210-6599	30,746.94	SA2016001 Multi-Year - School CIP Maint
2016001	4-9000-69980-466760-301210-6599	521,482.03	SA2016001 Multi-Year - School CIP Maint
2016001	4-9000-69980-466760-312350-6599	121,846.86	SA2016001 Multi-Year - School CIP Maint
2016001	4-9000-69980-466790-800612-6599	47,894.74	SA2016001 Multi-Year - School CIP Maint
2016001	3-9000-69000-341000-410530-6599	5,371,573.00	SA2016001 Multi-Year - Borrowed Proceeds
2016001	3-9000-69000-324000-240265-6599	21,280.20	SA2016001 Multi-Year - Technology Grant
2016001	3-9000-69000-351000-512072-6599	329,633.00	SA2016001 Multi-Year - Proffer-ALBEMARLE PLACE-STONEFIELD
2016001	3-9000-69000-351000-512089-6599	54,129.00	SA2016001 Multi-Year - Proffer-WILLOW GLEN
2016001	3-9000-69000-351000-512054-6599	34,019.00	SA2016001 Multi-Year - Proffer-Old Trail Village
2016001	3-9000-69000-351000-512056-6599	9,294.00	SA2016001 Multi-Year - Proffer-WICKHAM POND
2016001	3-9000-69000-351000-512085-6599	66,757.00	SA2016001 Multi-Year - Proffer-WICKHAM POND II
2016001	3-9000-69000-351000-510100-6599	2,934,279.69	SA2016001 Multi-Year - Use of Fund Balance
2016001	4-9100-41038-482040-800975-9999	154,225.00	SA2016001 Multi-Year - Carrsbrook Sinkhole Repair
2016001	4-9100-82067-482040-312350-9999	4,214.68	SA2016001 Multi-Year - Church Road Basin
2016001	4-9100-82067-482040-800605-9999	20,726.75	SA2016001 Multi-Year - Church Road Basin
2016001	4-9100-82067-482040-999999-9999	85,918.00	SA2016001 Multi-Year - Church Road Basin
2016001	4-9100-82045-482040-800975-9999	103,830.00	SA2016001 Multi-Year - Dam Break Study 2015
2016001	4-9100-82059-482040-312350-9999	27,502.00	SA2016001 Multi-Year - Hollymead Dam Spillway Improvement
2016001	4-9100-82040-482040-800975-9999	16,648.06	SA2016001 Multi-Year - Stormwater Management Program
2016001	4-9100-82068-482040-312350-9999	21,835.32	SA2016001 Multi-Year - Stormwater Multi-Facility Maint/Enh
2016001	4-9100-82068-482040-800605-9999	94,988.52	SA2016001 Multi-Year - Stormwater Multi-Facility Maint/Enh

2016001	4-9100-82068-482040-999999-9999	35,000.00	SA2016001 Multi-Year - Stormwater Multi-Facility Maint/Enh
2016001	4-9100-82046-482040-312130-9999	130,310.80	SA2016001 Multi-Year - Stormwater TMDL Study
2016001	4-9100-82066-482040-800975-9999	6,177.53	SA2016001 Multi-Year - WAHS Stormwater Improv
2016001	3-9100-41400-341000-410500-9999	9,770.00	SA2016001 Multi-Year - Borrowed Proceeds
2016001	3-9100-24000-324000-240052-1008	39,654.38	SA2016001 Multi-Year - DEQ Stormwater Local Assistance Fund
2016001	3-9100-24000-324000-240049-9999	33,600.00	SA2016001 Multi-Year - DCR Grant
2016001	3-9100-51000-351000-510100-9999	530,390.28	SA2016001 Multi-Year - Use of Fund Balance
2016001	3-9100-51000-351000-512050-9999	87,962.00	SA2016001 Multi-Year - Water Resources Transfer
2016001	4-8547-93010-493010-930010-9999	795,700.00	SA2016001 Multi-Year - To GG CIP
2016001	4-8547-93010-493010-930004-9999	329,633.00	SA2016001 Multi-Year - To Sch CIP
2016001	3-8547-51000-351000-510100-9999	1,125,333.00	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8548-93010-493010-930010-9999	122,413.04	SA2016001 Multi-Year - To GG CIP
2016001	3-8548-51000-351000-510100-9999	122,413.04	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8534-93010-493010-930010-9999	64,596.33	SA2016001 Multi-Year - To GG CIP
2016001	3-8534-51000-351000-510100-9999	64,596.33	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8578-93010-493010-930010-9999	235,332.30	SA2016001 Multi-Year - To GG CIP
2016001	3-8578-51000-351000-510100-9999	235,332.30	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8523-93010-493010-930010-9999	946.96	SA2016001 Multi-Year - To GG CIP
2016001	3-8523-51000-351000-510100-9999	946.96	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8577-93010-493010-930010-9999	63,382.72	SA2016001 Multi-Year - To GG CIP
2016001	3-8577-51000-351000-510100-9999	63,382.72	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8576-93010-493010-930010-9999	23,100.00	SA2016001 Multi-Year - To GG CIP
2016001	3-8576-51000-351000-510100-9999	23,100.00	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8527-93010-493010-930010-9999	62,264.79	SA2016001 Multi-Year - To GG CIP
2016001	3-8527-51000-351000-510100-9999	62,264.79	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8528-93010-493010-930010-9999	31,146.37	SA2016001 Multi-Year - To GG CIP
2016001	3-8528-51000-351000-510100-9999	31,146.37	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8545-93010-493010-930010-9999	31,056.42	SA2016001 Multi-Year - To GG CIP
2016001	3-8545-51000-351000-510100-9999	31,056.42	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8544-93010-493010-930010-9999	32,089.50	SA2016001 Multi-Year - To GG CIP
2016001	3-8544-51000-351000-510100-9999	32,089.50	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8529-93010-493010-930010-9999	369,503.00	SA2016001 Multi-Year - To GG CIP
2016001	3-8529-51000-351000-510100-9999	369,503.00	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8538-93010-493010-930010-9999	8,451.43	SA2016001 Multi-Year - To GG CIP
2016001	3-8538-51000-351000-510100-9999	8,451.43	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8537-93010-493010-930004-9999	34,019.00	SA2016001 Multi-Year - To Sch CIP
2016001	4-8537-93010-493010-930010-9999	117.72	SA2016001 Multi-Year - To GG CIP
2016001	3-8537-51000-351000-510100-9999	34,136.72	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8542-93010-493010-930010-9999	9,858.71	SA2016001 Multi-Year - To GG CIP
2016001	3-8542-51000-351000-510100-9999	9,858.71	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8543-93010-493010-930010-9999	3,170.90	SA2016001 Multi-Year - To GG CIP
2016001	3-8543-51000-351000-510100-9999	3,170.90	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8540-93010-493010-930010-9999	39,538.17	SA2016001 Multi-Year - To GG CIP
2016001	4-8540-93010-493010-930004-9999	9,294.00	SA2016001 Multi-Year - To Sch CIP
2016001	3-8540-51000-351000-510100-9999	48,832.17	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8549-93010-493010-930010-9999	33,500.00	SA2016001 Multi-Year - To GG CIP
2016001	4-8549-93010-493010-930004-9999	66,757.00	SA2016001 Multi-Year - To Sch CIP
2016001	3-8549-51000-351000-510100-9999	100,257.00	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8575-93010-493010-930010-9999	214,667.70	SA2016001 Multi-Year - To GG CIP
2016001	4-8575-93010-493010-930004-9999	54,129.00	SA2016001 Multi-Year - To Sch CIP
2016001	3-8575-51000-351000-510100-9999	268,796.70	SA2016001 Multi-Year - Use of fund Balance
2016001	4-8550-93010-493010-930010-9999	48,960.00	SA2016001 Multi-Year - To GG CIP
2016001	3-8550-51000-351000-510100-9999	48,960.00	SA2016001 Multi-Year - Use of fund Balance
2016001	4-1650-93010-493010-930202-9999	87,962.00	SA2016001 Multi-Year - To SW CIP
2016001	3-1650-51000-351000-510100-9999	87,962.00	SA2016001 Multi-Year - Use of fund Balance
TOTAL		92,554,680.62	

Agenda Item No. 24. **PUBLIC HEARING:** Ordinance to amend Chapter 2, Administration, of the Albemarle County Code, to amend Section 2-202, **Compensation of board of supervisors**, to increase the compensation of the members of the Board of Supervisors by an inflation factor of 2.3% effective July 1, 2015 from \$15,282.00 per annum to \$15,633.00 per annum. *(Advertised in the Daily Progress on May 18 and May 25, 2015)*

The executive summary forwarded to the Board states that [Virginia Code § 15.2-1414.3](http://law.lis.virginia.gov/vacode/title15.2/chapter14/section15.2-1414.3) <<http://law.lis.virginia.gov/vacode/title15.2/chapter14/section15.2-1414.3/>> enables boards of supervisors to establish annual board salaries by ordinance, and limits the maximum salary based on localities' populations. It also provides that the maximum salaries may be adjusted by ordinance by an inflation factor not to exceed five percent in any year.

The County Board adopted an ordinance in 1984 establishing the Board's salary effective July 1, 1985. Since 1998, the Board's policy has consistently been to raise its salary by an inflation factor equal to the average wage increase for employees.

The County's Adopted FY 16 Budget includes a 2.3% salary increase for Albemarle County employees effective October 1, 2015.

Staff has prepared a draft ordinance (Attachment 1) to amend County Code § 2-202 to increase the Board's compensation by an inflation factor of 2.3%. Because Virginia Code § 15.2-1414.3 provides that board salaries shall be established on an annual basis, the ordinance is drafted to become effective on July 1, 2015.

The proposed 2.3% salary increase will increase Board members' annual salaries from \$15,282 to \$15,633 in FY 16.

Staff recommends that, after the public hearing, the Board adopt the attached Ordinance (Attachment 1).

Mr. Davis reported that state enabling legislation allowed the Board to set its salary for the next fiscal year, and by policy of the Board for a number of years, they have increased their compensation by an inflation factor equal to the percentage of the general salary increase provided to the County's workforce, and this year that will be an increase of 2.3%, from \$15,282 to \$15,633 effective July 1, 2015.

Mr. Boyd asked if it is effective July 1 or October 1. Mr. Davis said that it is effective July 1.

Mr. Boyd stated that this is different than employees.

The Chair opened the public hearing. There was no comment, and the Chair closed the public hearing.

Ms. Palmer stated that for recruitment reasons, given the significant amount of work the positions requires and the small amount of compensation, she is in favor of the increase and actually wished for more.

Ms. Mallek said that she will support this because this is in line with what the County did for staff as a whole, and in years when employees did not get a raise, Board members did not either. She noted that some Boards across the state gave themselves enormous raises.

Ms. Dittmar said that Fairfax County is much larger, and that is the reason for their \$100,000 salaries.

Ms. Palmer stated that she wants to continue for the Board to attract members of various ages, occupations and backgrounds, and it is not possible for some to take time out of their day because they need to save money and pay for their families' expenses – which is why she is advocating to at least get their rate up to that of their peers.

Ms. McKeel said that she agrees with Ms. Palmer, and there is a stretch during which the Board has not raised their salaries in many years, which makes it difficult to recruit.

Ms. Palmer **moved** to adopt the ordinance approving the compensation for the Board of Supervisors by 2.3%, effective July 1, 2015. Ms. Mallek **seconded** the motion. Roll was called, and the motion passed by the following recorded vote:

AYES: Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.

NAYS: Mr. Sheffield.

ORDINANCE NO. 15-2(1)

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 2, ADMINISTRATION, ARTICLE II, BOARD OF SUPERVISORS, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA.

BE IT ORDAINED by the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 2, Administration, Article II, Board of Supervisors, of the Code of the County of Albemarle, Virginia, is hereby amended and reordained by amending Section 2-202, Compensation of Board of Supervisors, as follows:

CHAPTER 2. ADMINISTRATION

ARTICLE II. BOARD OF SUPERVISORS

Sec. 2-202 Compensation of board of supervisors.

The salary of the board of supervisors shall be fifteen thousand six hundred thirty-three dollars (\$15,633.00) for each board member effective July 1, 2015. In addition to the regular salary, the vice-chairman shall receive a stipend of thirty-five dollars (\$35.00) for each and every meeting chaired and the chairman shall receive an annual stipend of one thousand eight hundred dollars (\$1,800.00).

(6-13-84; 5-8-85; 5-14-86; 7-1-87; 7-6-88; 6-7-89; Ord. of 6-13-90; Ord. of 8-1-90; Ord. of 8-7-91; Ord. of 7-1-92; Ord. No. 95-2(1), 6-14-95; Ord. No. 98-2(1), 6-17-98; Code 1988, § 2-2.1; Ord. 98-A(1), 8-5-98; Ord. No. 99-2(1), 5-5-99; Ord. No. 00-2(1), 6-7-00; Ord. 01-2(2), 6-6-01; Ord. 02-2(2), 5-1-02; Ord. 03-2(1), 6-4-03; Ord. 04-2(1), 6-2-04; Ord. 05-2(1), 6-1-05; Ord. 06-2(1), 6-7-06; Ord. 07-2(1), 6-6-07; Ord. 08-2(2), 6-4-08; Ord. 11-2(1), 5-4-11; Ord. 12-2(1), 5-2-12; Ord. 13-2(1), 5-1-13)

State law reference--Compensation of board of supervisors, Va. Code § 15.2-1414.3.

This ordinance shall be effective on and after July 1, 2015.

Agenda Item No. 25. **PUBLIC HEARING: ZTA 2014-00003 NMD Setbacks and Yards**. To receive comments on its intent to adopt an ordinance amending Secs. 18-3.1, Definitions, Sec. 13.3, Area and bulk regulations, Sec. 14.3, Area and bulk regulations, Sec. 15.3, Area and bulk regulations, Sec. 15.6, Building separation, Sec. 16.3, Area and bulk regulations, Sec. 16.6, Building separation, Sec. 17.3, Area and bulk regulations, Sec. 17.6, Building separation, Sec. 17.8, Height regulations, Sec. 18.3, Area and bulk regulations, Sec. 18.6, Building separation, Sec. 18.8, Height regulations, Sec. 19.7, Height regulations, Sec. 19.8, Building separation, Sec. 19.9, Setback and yard regulations, Sec. 20.8.4, Height regulations, Sec. 20.8.5, Building separation, Sec. 20.8.6, Setback and yard regulations, Sec. 21.4, Height regulations, Sec. 21.7, Minimum yard requirements, Sec. 21.9, Building separation, Sec. 26.4, Structure height and setback, Sec. 26.5, Minimum yards, and adding Sec. 4.19, Setbacks and stepbacks in residential districts, and Sec. 4.20, Setbacks and stepbacks in conventional commercial and industrial districts, to Chapter 18, Zoning, of the Albemarle County Code. (*Advertised in the Daily Progress on May 18 and May 25, 2015*)

The executive summary as presented by staff states that since the incorporation of Neighborhood Model principles of denser, mixed uses, pedestrian oriented development into the Comprehensive Plan in 2001, the county has worked to establish this form in the development areas. This anticipates the use of reduced yard requirements to better enable this urban form in the Plan's Development Areas. These latest zoning text amendment proposals are for all conventional zoning districts in the Development Areas. The proposed amendments represent a significant amount of input from staff, the Community Advisory Councils, the Planning Commission, the development community and the Board.

After conducting public hearings on the proposed text amendments, the Planning Commission voted to recommend to the Board of Supervisors, approval of ZTA201400003 with some modifications. The modifications were made and presented to the Board at a work session on May 6, 2015 (see May 6, 2015 BOS Work Session staff report, Attachment A).

At your work session on May 6, 2015 you accepted the changes and discussed the draft ordinance provisions. The Board agreed to schedule this public hearing with further changes to the proposed ordinance that:

- Removes the 3' setback for front facing garages beyond the front wall of the dwelling.
- Further clarifies the grandfathering of maximum setbacks in commercial districts for structures existing on June 3, 2015 or on a valid plan approved prior to June 3, 2015.

Staff recommends acceptance of the changes noted from the Planning Commission and Board and adoption of ZTA201400003 (Attachment B).

Mr. Ron Higgins, Deputy Zoning Administrator, stated that staff was last before them at their May 6 work session, and this is a reflection of the County's last 14 years of work on the Neighborhood Model form of development, with many meetings taking place with developers and the community. He emphasized that the main reason for this is to make it easier to do the Neighborhood Model form of development in the development areas, and staff recognizes that existing communities, i.e. infill development, is considered differently than new development. Mr. Higgins stated they created a series of side separations, which are dictated by the building code in the development areas, and with the modifications staff has eliminated the complete wholesale additional setback of the entire building once it exceeds 35 feet, and creates a step-back for structures over 40 feet. He said that when staff presented this in May, there was general agreement, and the Board had wanted staff to eliminate the three-foot offset for garages, which creates an issue for developers and builders, and staff recognizes it would not be helpful for infill or new construction. Mr. Higgins stated the draft also reflects the grandfathering of projects that have been approved with a maximum or as part of a planned development, and the illustrations have morphed over the last 8-10 months. He stated they have also introduced minimums to be consistent with what they have done in other areas over the years.

Mr. Higgins presented an example of how infill will develop, stating it will only happen if 40% of the properties within 500 feet are developed, and if the subject property setback is 120 feet of frontage or less. He stated that a house can be on the line, with the garage offset, but the 25-foot minimum will prevail, and with infill they will keep the side setbacks. Mr. Higgins said that with commercial properties there is a 30-foot minimum, but there are no side setbacks, and the proposal is for a 10-foot minimum front setback, the same as parking minimums, so that buildings can be pulled forward, allowing for more parking in the rear. He stated there is a 30-foot maximum for conventional districts, but this does not apply to principal arterials, which are Route 29 and Route 250. Mr. Higgins said that current setbacks are 50 feet, and in looking at examples throughout the County this does not seem to make sense to set it back further. He stated they do not recommend for maximums in the industrial district, because they are not conducive to the Neighborhood Model, but there is a minimum, which makes more property available for industrial development, even on existing sites. He stated that there are 50 and 100-foot setbacks for LI and HI, and it is felt they are more than adequate given the existing cases in the County. Mr. Higgins said that currently if you have a building and want to go above 35 feet, you must add two feet to the building setback for each foot of height. He stated that staff is proposing the elimination of that provision and instead are recommending being able to go to 40 feet, and then have a step back of 15 feet above 40 for the front of the building, which creates a better streetscape and avoids a "canyon" effect. Mr. Higgins said that in the case of high-intensity residential and you want to go to 65 feet, you should still have additional setback when adjacent to a historic district or low-density residential, because the scale juxtaposition is not appropriate, but instead of going two feet for every foot, only one foot will be required. He stated the Commission voted unanimously to approve the ordinance, and staff will recommend that the Board approve it.

Mr. Boyd said the last time they had the work session, one of the engineers had talked about the garage requirements, and he asked Mr. Higgins if this has been addressed. Mr. Higgins said they have removed the offset in this ordinance.

The Chair opened the public hearing. No comment was offered, and the Chair closed the public hearing.

Ms. Mallek said that she will support this, and stated that with the example in the Crozet downtown zone where the high density abuts residential, the setback changes will really help.

Mr. Sheffield **moved** to adopt ZTA -2014-00003 as presented. Ms. Mallek **seconded** the motion. Roll was called, and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.
NAYS: None.

ORDINANCE NO. 15-18(4)

AN ORDINANCE TO AMEND CHAPTER 18, ZONING, ARTICLE I, GENERAL REGULATIONS, ARTICLE II, BASIC REGULATIONS, AND ARTICLE III, DISTRICT REGULATIONS, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 18, Zoning, Article I, General Regulations, Article II, Basic Regulations, and Article III, District Regulations, are hereby amended and reordained as follows:

By Amending:

Sec. 3.1	Definitions
Sec. 13.3	Area and bulk regulations
Sec. 14.3	Area and bulk regulations
Sec. 15.3	Area and bulk regulations
Sec. 16.3	Area and bulk regulations
Sec. 16.6	Building separation
Sec. 17.3	Area and bulk regulations
Sec. 17.6	Building separation
Sec. 17.8	Height regulations
Sec. 18.3	Area and bulk regulations
Sec. 18.6	Building separation
Sec. 18.8	Height regulations
Sec. 19.7	Height regulations
Sec. 19.8	Building separation
Sec. 19.9	Setback and yard regulations
Sec. 20.8.4	Height regulations
Sec. 20.8.5	Building separation
Sec. 20.8.6	Setback and yard regulations
Sec. 21.4	Height regulations
Sec. 21.7	Minimum yard requirements
Sec. 21.9	Building separation
Sec. 26.4	Structure height and setback
Sec. 26.5	Minimum yards

By Adding:

Sec. 4.19 Setbacks and setbacks in residential districts
Sec. 4.20 Setbacks and setbacks in conventional commercial and industrial districts

Article I. General Provisions

Sec. 3.1 Definitions.

...

Infill: As used in section 4.19, when forty percent (40%) or more, in the aggregate, of the residentially zoned lots fronting on a street are developed within five hundred (500) feet in both directions of the subject lot having less than one hundred twenty (120) feet of frontage on the same street at the time that it is developed.

...

Setback: The distance by which any building or structure is separated from any street, road, access easement, or lot line. (Amended 7-1-81)

...

(§ 20-3.1, 12-10-80, 7-1-81, 12-16-81, 2-10-82, 6-2-82, 1-1-83, 7-6-83, 11-7-84, 7-17-85, 3-5-86, 1-1-87, 6-10-87, 12-2-87, 7-20-88, 12-7-88, 11-1-89, 6-10-92, 7-8-92, 9-15-93, 8-10-94, 10-11-95, 11-15-95, 10-9-96, 12-10-97; § 18-3.1, Ord. 98-A(1), 8-5-98; Ord. 01-18(6), 10-3-01; Ord. 01-18(9), 10-17-01; Ord. 02-18(2), 2-6-02; Ord. 02-18(5), 7-3-02; Ord. 02-18(7), 10-9-02; Ord. 03-18(1), 2-5-03; Ord. 03-18(2), 3-19-

03; Ord. 04-18(2), 10-13-04; 05-18(2), 2-2-05; Ord. 05-18(7), 6-8-05; Ord. 05-18(8), 7-13-05; Ord. 06-18(2), 12-13-06; Ord. 07-18(1), 7-11-07; Ord. 07-18(2), 10-3-07; Ord. 08-18(3), 6-11-08; Ord. 08-18(4), 6-11-08; Ord. 08-18(6), 11-12-08; Ord. 08-18(7), 11-12-08; Ord. 09-18(3), 7-1-09; Ord. 09-18(5), 7-1-09; Ord. 09-18(8), 8-5-09; Ord. 09-18(9), 10-14-09; Ord. 09-18(10), 12-2-09; Ord. 09-18(11), 12-10-09; Ord. 10-18(3), 5-5-10; Ord. 10-18(4), 5-5-10; Ord. 10-18(5), 5-12-10; Ord. 11-18(1), 1-12-11; Ord. 11-18(5), 6-1-11; Ord. 11-18(6), 6-1-11; Ord. 12-18(3), 6-6-12; Ord. 12-18(4), 7-11-12; Ord. 12-18(6), 10-3-12, effective 1-1-13; Ord. 12-18(7), 12-5-12, effective 4-1-13; Ord. 13-18(1), 4-3-13; Ord. 13-18(2), 4-3-13; Ord. 13-18(3), 5-8-13; Ord. 13-18(5), 9-11-13; Ord. 13-18(6), 11-13-13, effective 1-1-14; Ord. 13-18(7), 12-4-13, effective 1-1-14; Ord. 14-18(2), 3-5-14)

State law reference – Va. Code § 15.2-2286(A)(4).

Article II. Basic Regulations

Sec. 4.19 Setbacks and stepbacks in residential districts

The following shall apply within the R-1, R-2, R-4, R-6, R-10, and R-15 districts:

Infill: Setbacks	
Front-Minimum	Closest setback of an existing structure within 500 feet in each direction along street fronted
Front-Maximum	None
Garage-Minimum	Front loading garage: 18 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way Side loading garage: Closest setback of an existing structure within 500 feet in each direction along street fronted
Garage-Maximum	None
Side-Minimum	10 feet, unless the building shares a common wall; provided that in the R-10 and R-15 districts if the abutting lot is zoned residential other than R-10 and R-15, Rural Areas, or the Monticello Historic district, any dwelling unit that exceeds 35 feet in height shall be set back 10 feet plus one foot for each foot the dwelling unit exceeds 35 feet in height
Side-Maximum	None
Rear-Minimum	20 feet
Rear- Maximum	None
Infill: Stepbacks	
Front	Floors above 40 feet or the third story, whichever is less, shall be stepped back a minimum of 15 feet
Side and Rear	None
Non-Infill: Setbacks	
Front-Minimum	5 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way
Front-Maximum	In the R-1 and R-2 districts: None In the R-4, R-6, R-10, and R-15 districts: 25 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way; none, on any lot abutting a principal arterial highway
Garage-Minimum	Front loading garage: 18 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way Side loading garage: 5 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way
Garage-Maximum	None
Side-Minimum	None; see Non-Infill Building Separation
Side-Maximum	None
Rear-Minimum	20 feet
Rear- Maximum	None
Non-Infill:Building Separation	
Minimum	10 feet, unless the building shares a common wall; provided that in the R-10 and R-15 districts if the abutting lot is zoned residential other than R-10 and R-15, rural areas, or the Monticello Historic district, any building that exceeds 35 feet in height shall be separated from any other building by 10 feet plus one foot for each foot the building exceeds 35 feet in height

Side-Maximum	None
Non-Infill: Stepbacks	
Front	Floors above 40 feet or the third story, whichever is less, shall be stepped back a minimum of 15 feet
Side and Rear	None

- Whether a site is an infill or non-infill development, and the minimum and maximum setback, shall be determined by the zoning administrator as an official determination provided to the owner.
- Any minimum setback and any minimum building separation for a side yard, may be reduced by special exception.
- The maximum front setback for a non-infill development shall be increased to the depth necessary to avoid existing utilities, significant existing vegetation steep slopes, perennial and intermittent streams, stream buffers, public spaces and public plazas shown as such on an approved site plan or subdivision plat, to satisfy a condition of a certificate of appropriateness, and in circumstances where there are multiple dwellings on the same lot and prevailing development patterns..
- The maximum front setback for a non-infill development may be increased by special exception to accommodate low impact design, unique parking or circulation plans, or a unique target market design.
- The minimum 15 foot stepback may be reduced by special exception.
- Notwithstanding section 4.6.3, the front setbacks in the districts subject to this section shall be measured from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way.
- On any site subject to proffered conditions accepted in conjunction with a zoning map amendment establishing minimum or maximum setbacks or stepbacks, the proffered setbacks or stepbacks shall apply.

Figures

Figures 1 through 4 are for illustration purposes only. If there is a conflict or inconsistency between a regulation in section 4.19 to which a Figure pertains and the Figure itself, the regulation is controlling. In addition, Figures 1 through 4 merely illustrate specific requirements and do not show all applicable requirements of the applicable district regulations.

Figure 1

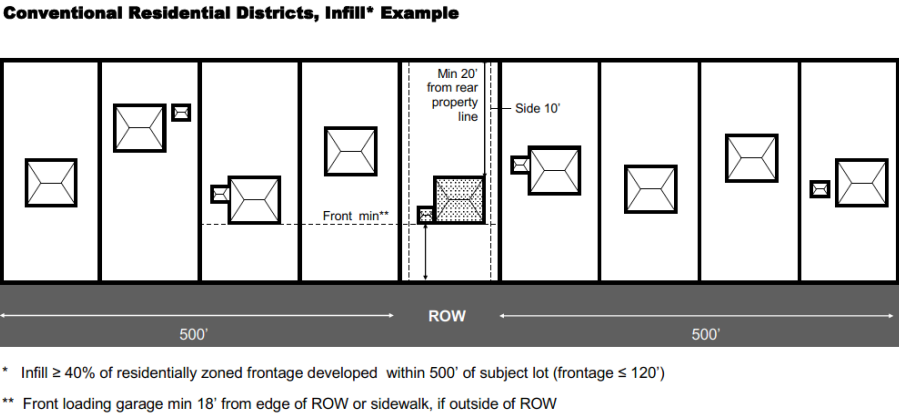


Figure 2

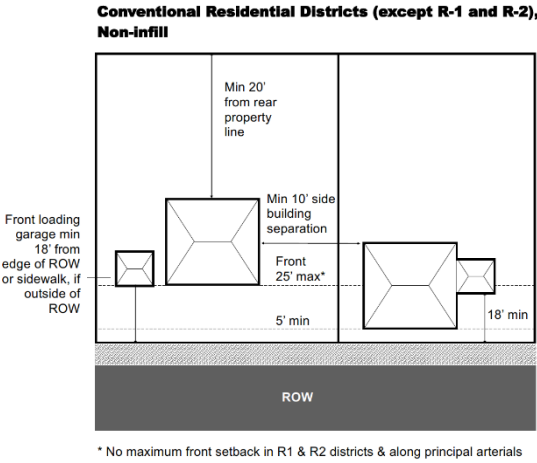


Figure 3

**Conventional Residential Districts
Front Stepback (side view)**

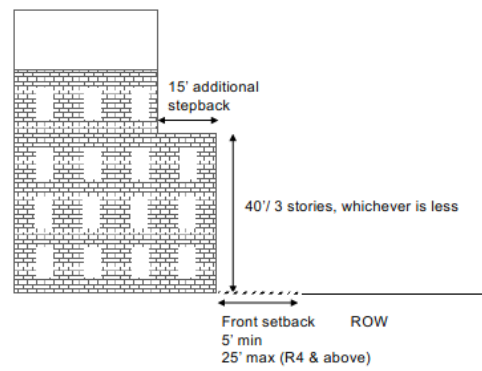
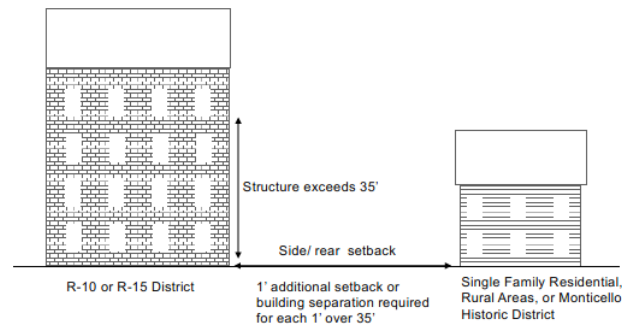


Figure 4

**Conventional Residential Districts (R-10 or R-15 only)
Abutting Single Family Residential, Rural Areas, or
Monticello Historic Districts, Side & Rear Setback**



State law reference – Va. Code § 15.2-2280

Sec. 4.20 Setbacks and stepbacks in conventional commercial and industrial districts

Setbacks and stepbacks shall be provided as follows:

- a. *Conventional commercial districts.* The following shall apply within the C-1, CO, and HC districts:

Setbacks	
Front-Minimum	10 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way
Front-Maximum	30 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way, provided that this maximum setback shall not apply to any structure existing on June 3, 2015 and to any structure depicted on an approved final site plan that is valid on June 3, 2015 as having a front setback greater than 30 feet; none, on any lot abutting a principal arterial highway
Side and Rear-Minimum	<p>If the abutting lot is zoned residential, rural areas, or the Monticello Historic district: (i) no portion of any structure, excluding signs, shall be located closer than 50 feet from the district boundary; and (ii) no off-street parking or loading space shall be located closer than 20 feet to the district boundary.</p> <p>If the abutting lot is zoned commercial or industrial, any primary structure shall be constructed and separated in accordance with the current edition of the Building Code.</p>
Side and Rear-Maximum	None
Stepbacks	
Front	Floors above 40 feet or the third story, whichever is less, shall be stepped back a minimum of 15 feet
Side and Rear	None

1. The maximum front setback shall be increased to the depth necessary to avoid existing utilities, significant existing vegetation, steep slopes, perennial and intermittent streams, stream buffers, public spaces and public shown as such on an approved site plan or subdivision plat, to satisfy a condition of a certificate of

- appropriateness, and in circumstances where there are multiple buildings on the same lot and prevailing development patterns.
2. The maximum front setback may be increased by special exception to accommodate low impact design, unique parking or circulation plans, or a unique target market design.
 3. Any minimum setback may be reduced by special exception.
 4. The minimum 15 foot stepback may be reduced by special exception.
 5. Notwithstanding section 4.6.3, the front setbacks in the districts subject to this subsection shall be measured from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way.
 6. On any site subject to proffered conditions accepted in conjunction with a zoning map amendment establishing minimum or maximum setbacks or stepbacks, the proffered setbacks or stepbacks shall apply.

b. *Conventional industrial districts.* The following shall apply within the LI and HI districts:

Setbacks	
Front-Minimum	10 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way
Front-Maximum	None
Side and Rear-Minimum	<p>In the LI district, if the abutting lot is zoned residential, rural areas, or the Monticello Historic district: (i) no portion of any structure, excluding signs, shall be located closer than 50 feet from the district boundary; and (ii) no portion of any off-street parking space shall be located closer than 30 feet from the district boundary.</p> <p>In the HI district, if the abutting lot is zoned residential, rural areas, or the Monticello Historic district: (i) no portion of any structure, excluding signs, shall be located closer than 100 feet from the district boundary; and (ii) no portion of any off-street parking space shall be located closer than 30 feet from the district boundary.</p>
Side and Rear-Maximum	If the abutting lot is zoned commercial or industrial, any primary structure shall be constructed and separated in accordance with the current edition of the Building Code.
Stepbacks	None
Front	
Side and Rear	<p>Floors above 40 feet or the third story, whichever is less, shall be stepped back a minimum of 15 feet</p> <p>None</p>

1. Any maximum front setback may be increased by special exception.
2. Any minimum setback may be reduced by special exception.
3. The minimum 15 foot stepback may be reduced by special exception.
4. Notwithstanding section 4.6.3, the front setbacks in the districts subject to this subsection shall be measured from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way.
5. On any site subject to proffered conditions accepted in conjunction with a zoning map amendment establishing minimum or maximum setbacks or stepbacks, the proffered setbacks or stepbacks shall apply.

Figures

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Figure 1

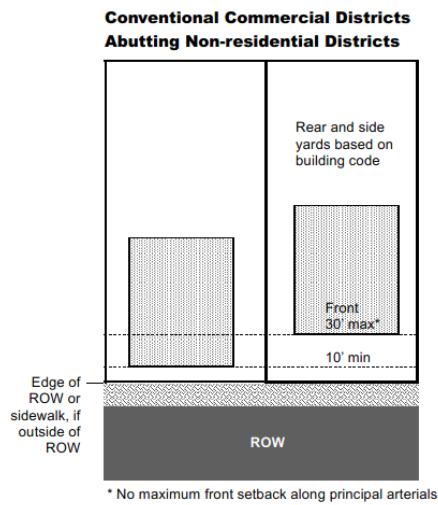


Figure 2

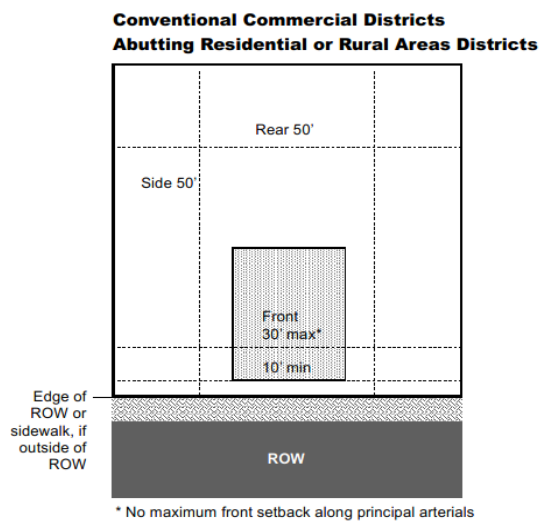


Figure 3

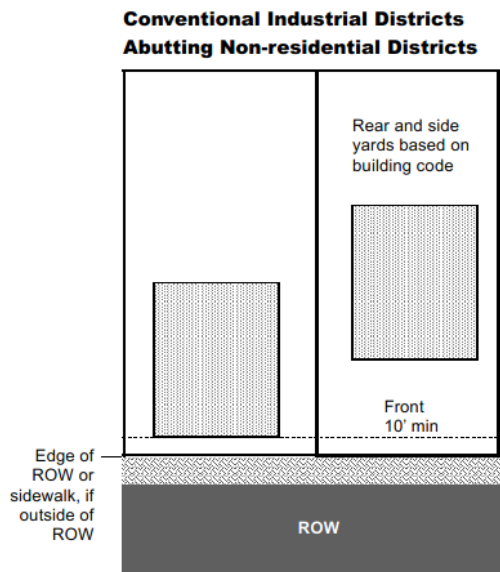


Figure 4

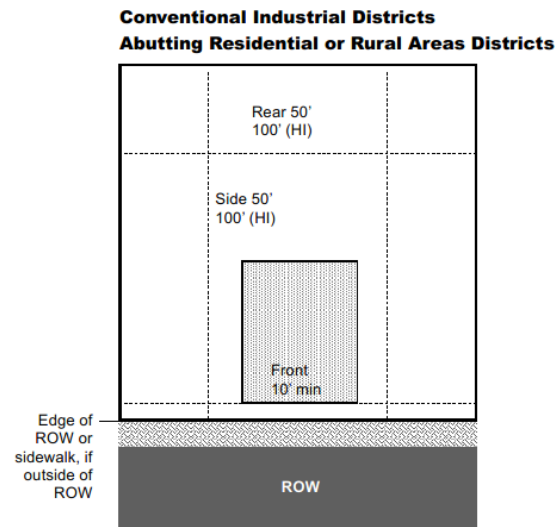


Figure 5

**Conventional Commercial Districts,
Front Stepback (side view)**

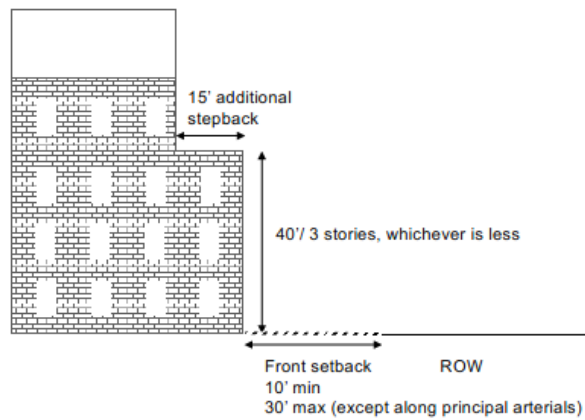
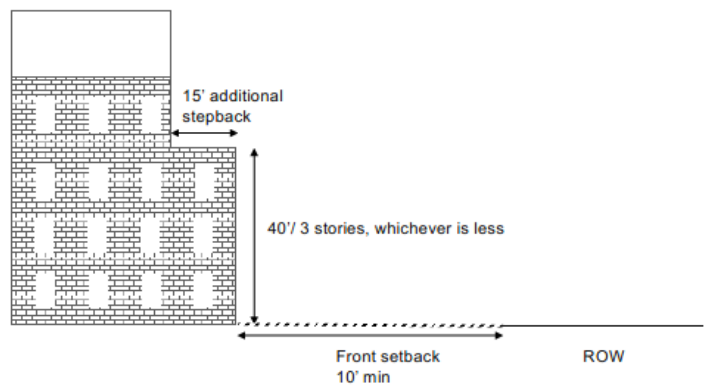


Figure 6

**Conventional Industrial Districts,
Front Stepback (side view)**



State law reference – Va. Code § 15.2-2280

Article III. District Regulations

Section 13

Residential R-1

Sec. 13.3 Area and bulk regulations

Area and bulk regulations within the R-1, Residential, district are as follows:

REQUIREMENTS	STANDARD LEVEL		BONUS LEVEL	
	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT
Gross density	0.97 du/acre	0.97 du/acre	1.45 du/acre	1.45du/acre
Minimum Lot Size	45,000 sq ft	30,000 sq ft	30,000 sq ft.	20,000 sq ft
Minimum frontage: public, private	120 feet	100 feet	100 feet	80 feet

The minimum and maximum yards, including those for garages, and minimum building separation, shall be as provided in section 4.19.				
Maximum Structure height	35 feet	35 feet	35 feet	30 feet

Section 14

Residential R-2

Sec. 14.3 Area and bulk regulations

Area and bulk regulations within the R-2, Residential, district are as follows:

REQUIREMENTS	STANDARD LEVEL		BONUS LEVEL	
	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT
Gross density	2 du/acre	2 du/acre	3 du/acre	3 du/acre
Minimum Lot Size	21,780 sq ft	14,500 sq ft	14,520 sq ft.	9,700 sq ft
Minimum frontage: public, private	80 feet	70 feet	70 feet	65 feet
The minimum and maximum yards, including those for garages, and minimum building separation, shall be as provided in section 4.19.				
Maximum Structure height	35 feet	35 feet	35 feet	35 feet

(§ 20-14.3, 12-10-80; Ord. 08-18(4), 6-11-08)

Section 15

Residential R-4

Sec. 15.3 Area and bulk regulations (Amended 3-18-81)

Area and bulk regulations within the R-4, Residential, district are as follows:

REQUIREMENTS	STANDARD LEVEL		BONUS LEVEL	
	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT
Gross density	4 du/acre	4 du/acre	6 du/acre	6 du/acre
Minimum Lot Size	(added 7-17-85) 10,890 sq ft	N/A	7,260 sq ft.	N/A
The minimum and maximum yards, including those for garages, and minimum building separation, shall be as provided in section 4.19.(Amended 1-1-83; 6-11-08)				
Maximum Structure height	35 feet	35 feet	35 feet	35 feet

(§ 20-15.3, 12-10-80; 1-1-83; 7-17-85; Ord. 08-18(4), 6-11-08)

Section 16

Residential R-6

Sec. 16.3 Area and bulk regulations

Area and bulk regulations within the R-6, Residential, district are as follows:

REQUIREMENTS	STANDARD LEVEL		BONUS LEVEL	
	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT
Gross density 9du/acre	6 du/acre	6 du/acre	9 du/acre	
Minimum Lot Size	(Added 7-17-85) 7,260 sq ft	N/A	4,840 sq ft.	N/A
The minimum and maximum yards, including those for garages, shall be as provided in section 4.19. (Amended 1-1-83, 6-11-08)				
Maximum Structure height	35 feet	35 feet	35 feet	35 feet

(§20-16.3, 12-10-80; 1-1-83; 7-17-85; Ord. 08-18(4), 6-11-08)

Sec. 16.6 Building separation

The minimum building separation shall be as provided in section 4.19. (Amended 1-1-83) (Amended 8-14-85)

Section 17

Residential R-10

Sec. 17.3 Area and bulk regulations

Area and bulk regulations within the R-10, Residential, district are as follows:

REQUIREMENTS	STANDARD LEVEL		BONUS LEVEL	
	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT
Gross density	10 du/acre	10 du/acre	15 du/acre	15du/acre
Minimum Lot Size	(Added 7-17-85) 4,356 sq ft	N/A	2,904 sq ft.	N/A
The minimum and maximum yards, including those for garages, shall be as provided in section 4.19.				
Maximum Structure height	65 feet	65 feet	65 feet	65 feet

(§ 20-17.3, 12-10-80; 7-17-85; Ord. 08-18(4), 6-11-08)

Sec. 17.6 Building separation

The minimum building separation shall be as provided in section 4.19. (Amended 1-1-83)

Sec. 17.8 Height regulations

Except as otherwise provided in section 4.10, structures may be erected to a height not to exceed sixty-five (65) feet. The minimum setback requirements for any structure exceeding forty (40) feet or three (3) stories, whichever is less, in height shall be as provided in section 4.19. (Amended 9- 9-92) (Amended 8-14-85)

Section 18

Residential R-15

Sec. 18.3 Area and bulk regulations

Area and bulk regulations within the R-15, Residential, district are as follows:

REQUIREMENTS	STANDARD LEVEL		BONUS LEVEL	
	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT
Gross density	15 du/acre	15 du/acre	20 du/acre	20 du/acre
Minimum Lot Size	(Added 7-17-85) 2,904 sq ft	N/A	2,178 sq ft.	N/A
The minimum and maximum yards, including those for garages, shall be as provided in section 4.19. (Amended 1-1-83)				
Maximum Structure height	65 feet	65 feet	65 feet	65 feet

(§ 20-18.3, 12-10-80, 6-11-08; 1-1-83; 7-17-85; Ord. 08-18(4), 6-11-08)

Sec. 18.6 Building separation

The minimum building separation shall be as provided in section 4.19. (Amended 1-1-83)

Sec. 18.8 Height regulations

Except as otherwise provided in section 4.10, structures may be erected to a height not to exceed sixty-five (65) feet. The minimum setback requirements for any structure exceeding forty (40) feet or three (3) stories, whichever is less, in height shall be as provided in section 4.19. (Amended 9- 9-92) (Amended 8-14-85)

Section 19

Planned Residential Development – PRD

Sec. 19.7 Height regulations

Except as otherwise provided in section 4.10, structures may be erected to a height not to exceed sixty-five (65) feet. The minimum setback requirements for any structure exceeding forty (40) feet or three (3) stories, whichever is less, in height shall be as provided in section 4.19. (Amended 9- 9-92)

Sec. 19.8 Building separation

The minimum building separation shall be as provided in section 4.19. (Amended 1-1-83)

Sec. 19.9 Setbacks

The minimum and maximum yards, including those for garages, shall be as provided in section 4.19.

Section 20

Planned Unit Development – PUD

Sec. 20.8.4 Height regulations

Except as otherwise provided in section 4.10, structures may be erected to a height not to exceed sixty-five (65) feet. The minimum setback requirements for any structure exceeding forty (40) feet or three (3) stories, whichever is less, in height shall be as provided in section 4.19. (Amended 9-9-92)

Sec. 20.8.5 Building separation

The minimum building separation shall be as provided in section 4.19. (Amended 1-1-83)

Sec. 20.8.6 Setback and yard regulations

The minimum and maximum yards, including those for garages, shall be as provided in section 4.19.

Section 21

Commercial Districts – Generally

Sec. 21.4 Height regulations

Except as otherwise provided in section 4.10, structures may be erected to a height not to exceed sixty-five (65) feet. The minimum setback requirements for any structure exceeding forty (40) feet or three (3) stories, whichever is less, in height shall be as provided in section 4.20. (Amended 9- 9-92)

Sec. 21.7 Minimum yard requirements

The minimum yard requirements in the commercial districts are as follows:

- a. *Adjacent to streets.* The minimum and maximum front yards shall be as provided in section 4.20. (Amended 7-10-85; 7-8-92)
- b. *Adjacent to residential, rural areas, or the Monticello Historic districts.* If the abutting lot is zoned residential, rural areas, or the Monticello Historic district, the minimum and maximum side and rear yards shall be as provided in section 4.20. (Amended 7-10-85; 7-8-92)
- c. *Buffer zone adjacent to residential and rural areas districts.* No construction activity including grading or clearing of vegetation shall occur closer than twenty (20) feet to any residential or rural areas district. Screening shall be provided as required in section 32.7.9. The board of supervisors may waive by special exception the prohibition of construction activity, grading or the clearing of vegetation in the buffer in a particular case upon consideration of whether: (i) the developer or subdivider demonstrates that grading or clearing is necessary or would result in an improved site design; (ii) minimum screening requirements will be satisfied; and (iii) existing landscaping in excess of minimum requirements is substantially restored. (Amended 9-9-92)

(12-10-80, §§ 21.7, 21.7.1, 21.7.2, 21.7.3; 7-10-85, 7-8-92, 9-9-92; Ord. 01-18(3), 5-9-01; Ord. 09-18(1), 1-14-09, § 21.7)

Sec. 21.9 Building separation

The minimum building separation shall be as provided in section 4.20. (Amended 10-15-06)

Section 26

Industrial Districts – Generally

Sec 26.4 Structure height

(Formerly Standard Ratios, Repealed 4-3-13)

Except as otherwise provided in section 4.10, structures may be erected to a height not to exceed sixty-five (65) feet. The minimum setback requirements for any structure exceeding forty (40) feet or three (3) stories, whichever is less, in height shall be as provided in section 4.20.

(§ 26.4, Ord. 13-18(1), 4-3-13; § 26.6, 12-10-80, 9-9-92)

Sec. 26.5 Minimum yards

(Formerly Off-Street Parking and Loading Requirements, Repealed 4-3-13)

The minimum yard requirements in the industrial districts are as follows:

- a. *Adjacent to streets.* The minimum and maximum front yards shall be as provided in section 4.20.

- b. *Adjacent to district other than commercial or industrial district.* If the abutting lot is zoned residential, rural areas, or the Monticello Historic district, the minimum and maximum side and rear yards shall be as provided in section 4.20. (Amended 7- 10-85; 7-8-92)
- c. *Buffer adjacent to district other than commercial or industrial district.* No construction activity, including grading or clearing vegetation (collectively, "disturbance"), shall occur within thirty (30) feet of any district other than a commercial or industrial district except in the following circumstances: (i) adequate landscape screening does not currently exist and disturbance is necessary to install screening that meets or exceeds the screening requirements in section 32.7.9; (ii) an arborist or landscape architect certifies that trees in the buffer are dying, diseased or will constitute a fall hazard and must be removed; (iii) the county engineer determines that disturbance is necessary in order to address an existing drainage problem; or (iv) disturbance will result in improved screening through the use of a berm, a retaining wall or similar physical modification or improvement. When disturbance is allowed under subsection (i), (ii), (iii) or (iv), the developer shall submit an illustration showing the existing screening without disturbance and the screening that would be installed after the disturbance, and disturbance shall be allowed only if the screening installed after the disturbance is equal to or exceeds the screening existing prior to disturbance. (Amended 9-9-92)
- d. *Special exception to disturb buffer abutting district other than a commercial or industrial district.* The board of supervisors may authorize a disturbance in the buffer required to be maintained under subsection (c) by special exception. The board shall consider whether disturbance is necessary or would result in an improved site design, provided that: (i) minimum screening requirements are met; and (ii) existing landscaping in excess of minimum requirements is substantially restored. (Added 7-10-85)
- e. *Building separation.* The minimum building separation shall be as provided in section 4.20.

(§ 26.5, Ord. 13-18(1), 4-3-13; § 26.10, Ord. 09-18(1), 1-14-09; §§ 26.10, 26.10.1, 26.10.2, 26.10.3; 12-10-80; 7-10-85, 7-8-92, 9-9-92)

Recess. At 8:22 p.m., the Board took a brief recess, then reconvened at 8:36 p.m.

Agenda Item. No. 26. **Presentations:** Route 29 Solutions:
Item No. 26a. Monthly Update

Mr. Mark Graham, Director of Community Development, reported that the Route 250/29 Interchange is on schedule and going forward, with crews currently working on drainage and some lane closures at night. He said that with the Route 29/Rio Road project the 60% set of plans are out and on the VDOT website, and the Route 29 North widening 60% plan is due out the end of this week. Mr. Graham stated that VDOT is running about two months ahead of schedule, and utility relocation has started with some tree removal. He said that utility relocation will be happening through December, and utility construction will happen during the daylight, but not within the right of way, and there will not be any lane closures before 9:00 p.m. He stated that there will be two meetings with the business focus groups on place-naming, which will be folded into the County's small area plan, and VDOT needs those names by January 2016 in order to get the signs made for the right of way.

Mr. Sheffield asked Mr. Boyd if there has been any resolution on the accident tracking information from VDOT. Mr. Boyd responded that to his knowledge there has not been, but would like that information. He asked if there has been any traffic modeling done to show whether the traffic will be getting off at that intersection, as the four lanes will be going down to two.

Mr. Sheffield stated that VDOT has done that modeling and does not perceive any problems. Mr. Graham said that they have created that modeling for both during and post-construction, and staff has the illustrations showing the turning movements and maximum vehicles per hour.

Mr. Boyd said that he just wants to know that the traffic modeling has been done. Mr. Sheffield stated that he would also point out that VDOT has counted turning movements during AM and PM hours, and that helps feed the synchronization model.

Ms. McKeel said that Mr. Joel DeNunzio, of VDOT, had provide a one-on-one explanation of that for her, which has been helpful.

Mr. Sheffield said that they are doing some accident tracking with the Best Buy ramp, but they have not discussed it at PDAP.

Mr. Boyd said that he had passed an accident there, and it piqued his curiosity as to whether there is some tracking for that during construction.

Mr. Graham stated that it was raised at a PDAP meeting, and there was a period during construction where traffic was getting used to a pattern, and there was some question about whether there needs to be more of a merge lane. Mr. Sheffield responded that there needs to be, and there has been three accidents on the ramp.

Ms. McKeel said that the Jersey barriers are difficult for people if they are not used to them.

Item No. 26b. Update on Neighborhood Impact Mitigation Plan

Mr. Doug Walker stated the 29 Solutions Oversight Committee's neighborhood subcommittee, which is the third of the subcommittees formed and is comprised of the City of Charlottesville, County Fire/Rescue, ECC, the Police Department, Community Development, the Office of Facilities Development, the County Executive's Office, schools, transportation, VDOT and TJPDC, to try to deal with the project's impacts, including traffic in neighborhoods. Mr. Walker said the goals of the plan being developed are to anticipate issues associated with construction and address them proactively to the extent possible, identifying actions that may be taken if issues occur during construction, and establish some clear roles and responsibilities for the entities and agencies as they evolve. He stated the mitigation plan will be shared with the communications subcommittee for use in presentations. Mr. Walker said there are specific focus areas that have been identified by the committee: emergency response to backups on 29, traffic incidents, detours, cut-through traffic, communication with key personnel, noise issues, special events, and incidents of activism and protests.

Mr. Walker said that with cut-through traffic, areas have been identified where this will be an issue, taking place primarily within a 103-day window of construction where the Rio/29 interchange will be closed, but there may be other activity in terms of lane restrictions or closure. Mr. Walker said that specific detour routes have been designed to prevent people from using cut-throughs, and VDOT has already begun taking traffic counts in neighborhoods such as Carrsbrook, to count for volume and also measure for speed, which will inform any mitigation efforts. He stated that Miller Stoddard of the Police Department has indicated they are already doing some proactive speed enforcement on Carrsbrook Drive. Mr. Walker said they will be communicating the proper detour routes via radio and television, and the Police Department and VDOT will be monitoring these, with use of speed trailers to communicate with drivers, as well as additional enforcement as needed. He stated they may also use speed pillows, and the Board of Supervisors may want to consider imposing additional fines or prohibiting through truck traffic.

Ms. Mallek said the new solar speed indicators should be used throughout the County, and she is glad they are considering the use of speed pillows in neighborhoods.

Mr. Boyd stated that in a meeting with the Fontana neighborhood, he learned that dump trucks have the same wheel base as fire engines, so they can go over the pillows.

Mr. Sheffield and Mr. Boyd expressed an interest in implementing the additional speeding fines.

Mr. Walker responded that they are collecting that data now, so they will be in a position to implement them as they are justified.

Mr. Sheffield asked if the flashing speed signs are possible revenue-sharing projects. Mr. Walker responded that he will find out.

Ms. Mallek asked Mr. Sheffield if he would update them on Free State Bridge. Mr. Sheffield responded that the bridge is back to being two-way, and the concern is that it is creating an extensive sense of safety for people coming the proper direction, so they are not slowing down as they are hitting the bridge. He stated that the Police Department and VDOT are taking note of the activity there, and there is no exit out onto Rio from Wakefield. Mr. Sheffield said if you go north on the parkway, you can go right from both the far right and middle lanes, but there is still some confusion with people using those lanes, so VDOT is going to re-stripe the right lane southbound. He said traffic is not diverting as much as they had thought, with fewer people taking the parkway although it is leveling out.

Ms. Mallek said she would like to have the traffic light at the Polo Grounds underpass become permanent.

Mr. Boyd said that Mr. DeNunzio had told him it will cost \$10,000 per month to make that permanent.

Agenda Item. No. 27. From the Board: Committee Reports and Matters Not Listed on the Agenda.

Ms. Dittmar stated that because the Board had posted notice of their intent to look at the Route 29/I-64 interchange during their Comp Plan review next week, they must publicly acknowledge that, but the Board also wants to direct staff to present alternatives to what is currently in the proposal.

Mr. Foley said that staff can do that, and typically they will put a resolution of intent forward.

Ms. Palmer stated that it will cover the entire area and will involve the Planning Commission.

Mr. Foley said that it will have a full process, although they will have to look at the timelines on that, and it will come back to them at their meeting on June 10.

Mr. Boyd announced he has received word from Mr. Tom Frederick that the tunneling equipment for the Rivanna Pump Station will be arriving soon and RWSA will be giving 48 hours' notice for anyone who wants to see it.

Mr. Boyd reported that the Jail Board held a special meeting regarding a large grant, following actions at the state level that have reduced the contribution, and if they are successful with their recidivism rate, it will be a big hit to Nelson because the percentage of their population, but they are too far away to take advantage of the program at Pantops. He stated that after talking with Mr. Walker about it, they agreed not to commit to it, which was a unanimous decision of the Jail Board.

Ms. Mallek said she hopes there will be work on the part of the Jail Board and the funding partners to increase investment in crisis beds and mental health programs, because those are proven to be successful.

Mr. Boyd said he has asked Colonel Martin Kumer to put that on the next Jail Board agenda.

Ms. Mallek asked if there is discussion needed on the Planning Commission meeting and their rejection of the Board's cell tower proposal.

Ms. Palmer stated that her preference is to get a bit more information and to make some suggestions.

Mr. Foley said that it is scheduled to come before the Board on July 8, 2015, and staff can provide additional information at that time.

Ms. Mallek asked about the timetable for the Earlysville Road through truck ban and when it will be scheduled for public hearing.

Mr. Graham said that Mr. Gerald Gatabu of County staff is working on that, and the information on that should be ready soon.

Ms. McKeel stated that Albemarle County is hosting the PACC meeting and had held their first meeting. She said that they had received a report from Dr. Sullivan on their new lighting for safety, and the appointment of ambassadors who will be stationed throughout UVA grounds to help people, with bright green shirts to identify the ambassadors. Ms. McKeel also reported on the meeting they had with the Police Department on Foxfield Races, stating that there were 18,000 participants, and 40 ambulances had been sent out that could not get back because of traffic. She also mentioned their plan to discuss land use overlap of Charlottesville, UVA and Albemarle.

Mr. Sheffield said they had asked staff to do quick summary of concerns related to a regional transit authority and what steps need to be taken, and stated at this point the City just needs to agree.

Mr. Foley stated that the idea is not to create some big visionary model, but how to merge the three systems at the current level of service, to achieve some efficiencies.

Mr. Sheffield said they cannot do much more without that foundation, because if they go to outside partners to seek support, they will say that no RTA has even been formed locally.

Ms. Mallek stated that they need to make a list of requirements by those who owned the assets.

Ms. McKeel said that all three entities have discussed affordable housing, and perhaps Ridge Schuyler could come to a meeting to talk about that.

Ms. Palmer asked if there is going to be a format to talk about Hedgerow.

Ms. McKeel said it has been discussed and there will be a forum for that in their discussion of parks.

Ms. Dittmar reported on a broadband meeting that she attended with Supervisor Palmer and IT Director Mike Culp. She stated they have also learned about a program with CenturyLink, who has been awarded \$250 million to look at different states, with one of them possibly being Virginia, and that will include copper wiring opportunities. Ms. Dittmar said the group had a guest, David Keller, who has worked on similar efforts in the Valley, and the group is also going to work on the school portion of the broadband.

Ms. Palmer said it is CenturyLink's decision as to whether they want to use the award in Virginia, and they evaluated location sites based on Census block, which keeps companies from cherry-picking who they work with, so they need to start thinking about how to make the state look attractive.

Ms. Mallek asked if the state is involved with putting together a package to the company, because at one point Rhondie Ferguson, the former local Director of CenturyLink, was the representative at the state level for broadband.

Ms. Dittmar stated she had met with Cal Morris on several topics: an update on the Development Review Task Force with regard to the implementation of their recommendations; discussion of the Comp Plan implementation; and discussion of Planning Commission/Board of Supervisors roles and protocols. She stated they will hold a joint meeting in July to proceed with these topics.

Ms. Dittmar mentioned the self-evaluation tools used by the School Board and other entities, which is a best practice for boards.

Mr. Foley responded they are using some online tools, which Matt Hass of the schools had shared with him.

Larry Davis clarified that the earlier Board appointment coming out of closed session was for the JAUNT Board, not JABA.

Agenda Item. No. 28. From the County Executive: Report on Matters Not Listed on the Agenda.

Mr. Foley announced that the meeting with the Planning Commission will be on July 8, 2015 at 3:30 p.m., and asked if the Board can keep the 3:00-5:00 slot open going forward to get through some of the topics ahead. He stated that he will provide them with a list of topics coming up, in an effort to lay out some time frames, and he will spend a few minutes on that at the next meeting.

Agenda Item. No. 29. Adjourn to June 10, 2015, 3:30 p.m.

At 9:26 p.m., Ms. Mallek **moved** to adjourn the Board meeting to June 10, 2015 at 3:30 p.m., Lane Auditorium. Ms. Palmer **seconded** the motion. Roll was called and the motion passed by the following recorded vote:

AYES: Mr. Sheffield, Mr. Boyd, Ms. Dittmar, Ms. Mallek, Ms. McKeel and Ms. Palmer.
NAYS: None.

Chairman

Approved by Board
Date: 01/06/2016
Initials: EWJ