

A regular meeting of the Board of Supervisors of Albemarle County, Virginia, was held on October 5, 2016, at 1:00 p.m., Lane Auditorium, Second Floor, County Office Building, McIntire Road, Charlottesville, Virginia.

PRESENT: Mr. Norman G. Dill, Ms. Ann Mallek, Ms. Diantha H. McKeel, Ms. Liz A. Palmer, Mr. Rick Randolph, and Mr. Brad L. Sheffield.

ABSENT: None.

OFFICERS PRESENT: County Executive, Thomas C. Foley, County Attorney, Greg Kamptner, Clerk, Claudette Borgersen, and Senior Deputy Clerk, Travis O. Morris.

Agenda Item No. 1. Call to Order. The meeting was called to order at 1:03 p.m., by the Chair, Ms. Palmer.

Ms. Palmer also introduced staff present and the presiding security officer, Officer Chris Levy.

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Agenda Item No. 2. Pledge of Allegiance.

Agenda Item No. 3. Moment of Silence.

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Agenda Item No. 4. Adoption of Final Agenda.

Ms. Palmer asked members of the Board if they wished to make any changes to the final agenda.

Ms. McKeel requested that the Board have a discussion at the end of the meeting about a potential resolution regarding transit.

Ms. Palmer suggested the discussion be added to the agenda as Item 27a.

**Motion** was offered by Ms. Mallek to adopt the final agenda. Mr. Sheffield **seconded** motion.

Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Palmer, Mr. Randolph, Mr. Sheffield, Mr. Dill, Ms. Mallek and Ms. McKeel.

NAYS: None.

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

Ms. Mallek announced that Ms. Morgan Romeo, Assistant Director of Piedmont Workforce Network, has been selected to participate in the U.S. Chamber of Commerce's Pipeline Management Academy. She said Ms. Romeo was one of only 19 selected to participate from among a thousand applicants, and she expects her to bring back wonderful things from the academy.

Ms. Mallek announced that both Earlysville and Crozet Fire Departments will hold their semi-annual fundraising barbeques this Saturday, October 8, and said that Crozet will hold a raffle with the prize being \$16,000.

Ms. Mallek announced that the Crozet Arts and Crafts Festival will be held this Saturday in Claudius Crozet Park and serves as the main source of revenue for operation of the park. She said it is one of the top 100 arts and crafts festivals in the country.

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Mr. Randolph announced that Mr. Brian Roy, the developer of record, has informed him that the County will soon be receiving the final application for the Woolen Mills project.

Mr. Randolph announced the annual Harry Potter celebration in Scottsville to take place on October 29, for which they expect thousands of attendees.

Mr. Randolph announced that there is a Memorandum of Understanding (MOU) between Albemarle County Police Department and Scottsville Police Department regarding Mint Creek in Scottsville, and once it has been finalized it will be brought before the Board for approval. He commented this has been a long time coming.

Mr. Randolph announced that he has been invited to appear before the Board of Supervisors of Buckingham County next Tuesday night to share a vision of expanding social services in Scottsville to serve a regional market that will include Buckingham, southwestern Fluvanna, and eastern Nelson counties. He said the goal is to submit a grant request to Thomas Jefferson Planning District Commission for a study to see if additional funding from the Department of Housing and Community Development can be obtained to add physical capacity to the Scottsville Community Center in order to provide a wider range of services, including medical services.

Mr. Sheffield suggested that Mr. Randolph remind the Buckingham Board that the Buckingham JAUNT bus route runs through Scottsville, which could play in to Mr. Randolph's "pitch."

Mr. Randolph said his presentation will include the JAUNT bus routes.

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Ms. McKeel announced that she attended a bond referendum presentation sponsored by the League of Women Voters at Western Albemarle High School the previous evening, and noted that the bonds would raise money for the school division. She said that attendance was sparse, but there were many staff members present. She said the same presentation would be made next Tuesday at 6 p.m. at Monticello High School and on October 26 at 6 p.m. at Albemarle High School. She said the presentation was excellent, with plenty of time for questions and answers.

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Agenda Item No. 6. Proclamations and Recognitions.

Item No. 6a. Proclamation recognizing October 8, 2016 as Walk to End Alzheimer's Day.

Mr. Sheffield read the following proclamation and **moved** its adoption. Ms. Mallek **seconded** the motion.

Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Palmer, Mr. Randolph, Mr. Sheffield, Mr. Dill, Ms. Mallek and Ms. McKeel.  
NAYS: None.

#### **Proclamation**

#### **Walk to End Alzheimer's**

**WHEREAS,** Alzheimer's disease is an irreversible and progressive brain disease that slowly erodes precious memories, thinking skills, and the ability to perform simple tasks; and

**WHEREAS,** every 66 seconds, someone develops Alzheimer's, and by 2050 someone will develop the disease every 33 seconds; and

**WHEREAS,** in the United States, there are more than 5 million people living with Alzheimer's disease and unless a cure is found it is estimated that as many as 16 million will have the disease by 2050; and

**WHEREAS,** the Alzheimer's Association is the world's leading voluntary health organization in Alzheimer's care, support and research, with the vision of a world without Alzheimer's disease; and

**WHEREAS,** as the county of Albemarle offers its support to those living with Alzheimer's disease, we also recognize those who care and provide for them, sharing their loved one's emotional, physical and financial strains. We honor their compassion, remember those we have lost, and press toward the next great scientific breakthrough.

**NOW, THEREFORE, BE IT RESOLVED** that we, the Albemarle County Board of Supervisors, do hereby proclaim

#### **October 8, 2016 as Walk to End Alzheimer's Day**

and encourage all citizens to learn more about Alzheimer's disease and to support the individuals living with this disease and their caregivers.

Signed and sealed this 5<sup>th</sup> day of October, 2016.

Ms. Sue Friedman, Executive Director of Alzheimer's Association, was invited by Ms. Palmer to address the Board.

Ms. Friedman said they are losing many precious people to Alzheimer's and must find a cure for the disease, with the purpose of the walk being to raise funds and awareness. She noted that she would leave pamphlets about Alzheimer's disease for members of the public, and thanked the Board.

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Item No. 6b. Proclamation recognizing the 50<sup>th</sup> Anniversary of the Earlysville Volunteer Fire Company.

Ms. Mallek said the Earlysville Fire Company serves parts of the Rio, Jouett, and White Hall magisterial districts. She then read the following proclamation recognizing the 50<sup>th</sup> Anniversary of the company, and **moved** its adoption. Ms. McKeel **seconded** the motion.

Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Palmer, Mr. Randolph, Mr. Sheffield, Mr. Dill, Ms. Mallek and Ms. McKeel.

NAYS: None.

### **EARLYSVILLE VOLUNTEER FIRE COMPANY**

**WHEREAS,** the goal of the Earlysville Volunteer Fire Company is to serve and protect the citizens in their 100 square mile response area and for its members to be as highly trained as possible; and

**WHEREAS,** starting with no fire engines or firefighting equipment the Earlysville Volunteer Fire Company began in 1965 as a special project organized by the Ruritan Club and was formally chartered on April 27, 1966; and

**WHEREAS,** in order to respond quickly when called, the firefighters lived and worked in the local area, including at the Murray Electric Box company who later donated the first firehouse on Reas Ford Road to the Company and the land for the current firehouse; and

**WHEREAS,** in 1983, the Earlysville Volunteer Fire Company became the first volunteer fire company in Albemarle County to become a "first responder" company to respond to medical calls, and in 2015 the company was the first volunteer fire company in the County to have an ambulance in a volunteer fire station, enabling them to assist their neighbors in first response and transport; and

**WHEREAS,** today, the Earlysville Volunteer Fire Company has 9 pieces of apparatus, their primary pieces being Engine 41, Tanker 49, Brush 43 and Hazmat 47.

**NOW, THEREFORE, BE IT RESOLVED** that we, the Albemarle County Board of Supervisors, do hereby congratulate the Earlysville Volunteer Fire Company on its 50<sup>th</sup> Anniversary of operations; and

**BE, IT FURTHER RESOLVED** that the Board of Supervisors, thanks and respects the members of the Fire Company for their dedication, volunteerism and generous service to their community.

Signed and sealed this 5<sup>th</sup> day of October, 2016

Item No. 6c. VACo Achievement Award.

Ms. Mallek welcomed Mr. Gage Harter, VACO Director of Communications, and asked him to address the Board.

Mr. Gage Harter announced that he would present Albemarle County with an achievement award for using advanced technology for public safety at the Foxfield Races. He said they received 91 entries for the award and have selected 29 winning programs from 21 counties, and said the program is competitive and only the best programs win. He said this is the fifth time Albemarle County has won an achievement award. He invited Mr. Carlton Stowell, Albemarle County Department of Information Technology, to address the Board.

Mr. Stowell stated that the Foxfield Races presents a unique set of challenges each year to local law enforcement and public safety, and the IT Department has attempted to create a set of answers to problems. He said they have used existing technologies, at little or no cost to the County. He explained how they installed a wireless network system to track medical incidents and communicate information to public safety officials, and said the challenge has been that the use of cell phones by race attendees has overloaded the network.

Ms. Mallek asked about a booster that Verizon has provided in previous years at Foxfield. Mr. Stowell said that Verizon took away the booster this year and he did not know the reason for this.

Ms. McKeel commented that a new cell tower the Board recently approved for Albemarle County High School would improve connectivity at Foxfield. Mr. Stowell confirmed this.

Mr. Foley thanked the staff of the Department of Information Technology for their work.

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

Mr. Mark Graham, Director of Community Development, introduced Mr. Andrew Gast-Bray as the newly hired Albemarle County Director of Planning and Assistant Director of Community Development. He stated that Mr. Gast-Bray has over 25 years of experience, most recently as the Assistant Director of Planning and Zoning for City of Lebanon, New Hampshire. He said Mr. Gast-Bray has a BS in Engineering, a Masters in Community Planning from the University of Cincinnati, and is certified by the American Institute of Certified Planners, the U.S. Green Building Council and the Congress on New Urbanism.

Mr. Gast-Bray said he is glad to be in Charlottesville and looks forward to working with everyone, and to making their visions a reality.

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Ms. McKeel invited members of the public to address the Board.

Ms. Michelle Crawford of Southwood, addressed the Board. She said she has lived in Southwood for 23 years and raised two daughters and now grandchildren there. She said it is a great place to live with wonderful people who help each other out. She noted the benefits of Habitat for Humanity's involvement, including a new bus route, two parks, and expansion of the Boys and Girls Club.

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Ms. Maria Guadalupe Flores Alberto of Southwood, addressed the Board. She listed the benefits of living in Southwood, including community participation, activities for children, festivals and events, Boys and Girls Club, Ready Kids program, and Bright Stars. She asked Board members to consider the residents of Southwood, and put themselves in their shoes and imagine what it is like to live in a trailer as it is not the same as living in a house. She said that her family and a dignified and secure living environment are what is most important to her, and she hopes the County will work with Habitat for Humanity.

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Ms. Shannon Banks, Program Manager for the Ready Steps program, addressed the Board. She said the program started almost nine years ago, and Southwood was one of the first communities to participate. She said that in Southwood, residents know and look out for one another and care for each other's kids. She invited members to attend one of the festivals at Southwood and praised the work of Habitat for Humanity. She said that any support the County provides to Southwood would receive a positive return on investment.

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Mr. Steve Janes of the Rivanna District addressed the Board. He praised the Board and School Board for their public awareness campaign about the bond issue and said he received a brochure by mail. He said that he wished the state would provide as much information on its referenda and has made comments to Board of Election officials that this issue should be addressed.

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Mr. James Pierce, CEO of the Boys and Girls Clubs of Central Virginia, addressed the Board. He said they have had a Boys and Girls Club in Southwood since 2003, and Habitat for Humanity has been a terrific partner, so the Boys and Girls Clubs fully supports the proposed redevelopment effort at Southwood.

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Agenda Item No. 8. Consent Agenda.

**(Discussion:** Ms. Palmer asked members if they wished to pull items from the agenda.

Ms. Mallek and Ms. Palmer said they would pull their minutes. )

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Ms. McKeel **moved** to approve Items 8.2 through 8.7 on the Consent Agenda. Ms. Mallek **seconded** the motion.

Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Palmer, Mr. Randolph, Mr. Sheffield, Mr. Dill, Ms. Mallek and Ms. McKeel.  
NAYS: None.

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Ms. McKeel stated she would like to have an in-depth discussion of this year's Human Resources Department annual report, as she has found some information that concerns her regarding employee retention within some departments. She expressed her preference to have the discussion prior to the Board's budget discussions, and asked if it could be placed on a future agenda, perhaps for January. She said the schools have also been having issues with employee retention and suggested they plan a joint discussion with them.

Mr. Foley said he would love to spend time discussing this and could plan for January.

Mr. Doug Walker, Deputy County Executive, noted that they have a joint meeting with the school division planned for February.

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Item No. 8.1. Approval of Minutes: May 4, 2016.

**By the above-recorded vote, the minutes of May 4, 2016 were pulled and carried forward to the next meeting.**

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Item No. 8.2. FY 2017 Appropriations.

The Executive Summary forwarded to the Board 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 total increase to the FY 17 budget due to the appropriations itemized below is \$1,296,832.75. A budget amendment public hearing is not required because the amount of the cumulative appropriations does not exceed one percent of the currently adopted budget.

This request involves the approval of ten (10) appropriations as follows:

- One (1) appropriation (#2017012) to re-appropriate \$174,931.96 for various Capital Improvement Program projects;
- One (1) Appropriation (#2017022) to appropriate \$64,903.12 for rental income and expenses related to the Old Crozet Elementary School;
- One (1) Appropriation (#2017031) to re-appropriate \$542,678.50 for various General Fund and Fire Rescue Services Fund projects;
- One (1) Appropriation (#2017032) to re-appropriate \$325,072.52 for various Special Revenue Funds;
- One (1) Appropriation (#2017034) to appropriate \$(92,699.58) for capital projects;
- One (1) Appropriation (#2017035) to appropriate \$200,000.00 for Fire Rescue Apparatus equipment purchase; this appropriation will not increase the total County budget;
- One (1) Appropriation (#2017036) to appropriate \$52,000.00 for the County's 800 MHz Radio Replacements capital project;
- One (1) Appropriation (#2017037) to appropriate \$2,694,128.00 in borrowed proceeds to the General Government CIP fund from the Water Resources CIP fund. This appropriation will not increase the total County budget;
- One (1) Appropriation (#2017038) to appropriate \$196,478.23 to the School Division;
- One (1) Appropriation (#2017039) to appropriate \$33,468.00 in federal revenue and \$1,847 from the Grants Leveraging Fund for a Department of Motor Vehicles speed reduction grant and a Department of Motor Vehicles DUI reduction grant. The Grants Leveraging Fund component of this appropriation will not increase the total County budget.

Staff recommends that the Board adopt the attached Resolution (Attachment B) to approve appropriations #2017012, #2017022, #2017031, #2017032, #2017034, #2017035, #2017036, #2017037, #2017038 and #2017039 for local government and school division projects and programs as described in Attachment A.

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**Appropriation #2017012** **\$ 174,931.96**

Source:	CIP Funds fund balances	\$174,931.96
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This request is to re-appropriate FY 16 funds to FY 17 for the following Capital Program projects:

- **Sidewalk Contingency:** This request is to re-appropriate the remaining FY 16 balance of \$ 73,931.96 to support project costs of current sidewalk projects or to support sidewalk projects and improvements that may be necessary to address safety issues.
- **Instructional Technology:** This request is to re-appropriate \$101,000.00 remaining in FY 16 to support the School Division's Instructional Technology capital project. This project is for the replacement of School Division technology equipment used in classrooms, media centers, and computers which supports the School Division's Instructional Technology Plan. The instructional technology equipment includes laptop and desktop computers, portable productivity devices, networking hardware, multimedia and adaptive technologies, as well as a great multitude of other technology hardware.

**Appropriation #2017022** **\$64,903.12**

Source:	Local Rent Revenue	\$ (2,887.00)
	Old Crozet Elementary Sch. Fund balance	\$ 67,790.12

This request is to appropriate a total of \$64,903.12 for expenses related to the Old Crozet Elementary School by (a) appropriating \$67,790.12 in unexpended rental revenue (fund balance) received in prior years to provide for an anticipated increase in one-time maintenance costs in FY 17 and (b) decreasing the currently FY 17 appropriated rent revenue by \$2,887.00 which supports operational costs such as preventative maintenance contracts and utilities. This decrease in FY 17 revenue is based on the terms of the recently renewed leases with the Field School of Charlottesville and the Old Crozet School Arts (OCSA).

**Appropriation #2017031** **\$542,678.50**

Source:	State	\$ 8,201.34
	Federal	\$ 28,178.60
	General Fund fund balance	\$ 141,953.31

Fire Rescue Services Fund fund balance                      \$ 364,345.25

The following requests are to re-appropriate FY 16 General Fund fund balance fund and Fire Rescue Services Fund Balance to FY 17 to complete projects that were started but not completed in FY 16, to provide funding for purchase orders initiated in FY 16 but delivered in FY 17, and to move FY 16 funding forward to meet ongoing or anticipated expenditures in FY 17. These \$542,678.50 in requests are planned to be one-time expenditures.

The proposed use of the General Fund fund balance for the following items will not reduce the County's 10% unassigned fund balance reserve, however, it does reduce the amount of FY 16 expenditure savings that would be available for other uses in the future.

General Fund

Finance

- Requests the re-appropriation of \$8,247.00 to complete the Real Estate Division renovation project;

Human Resources

- Requests the re-appropriation of \$516.55 in tuition reimbursement remaining at the end of FY16. This will be used for tuition reimbursement in FY 17;

Police

- Requests the re-appropriation of \$58,280.40 for traffic safety programs from the net revenues in prior years related to the PhotoSafe Program. These revenues are intended to only fund traffic safety programs/operations and not for general local government operations;
- Requests the re-appropriation of \$54,481.50 to complete an audit of the Evidence Unit and an update of the department's policy manual and to provide for uniform, K9 supplies, and equipment planned in FY16 that will be completed in FY 17;

Social Services

- Requests the re-appropriation of \$28,178.60 in Federal funds to continue the part-time Supplemental Nutrition Assistance Program (SNAP) worker position. This position develops innovative strategies that make healthy fruits and vegetables more accessible to families around the County;
- Requests the re-appropriation of \$28,629.20 to continue the purchase of furniture for newly constructed offices, continue the efforts of the Outreach team program and to continue process improvement training across the department. A portion of this re-appropriation, \$8,201.34, is State funding.

Fire Rescue Services Fund

The following items will be funded by re-appropriating fund balance from FY 16 to FY 17 from this fund and not from the General Fund:

- Requests the re-appropriation of \$214,882.25 for system-wide turnout gear, equipment, recruitment and retention expenses, and reimbursement of volunteer training expenses planned in FY 16 and delivered in FY 17;
- Requests the re-appropriation of \$82,500.00 to complete the system-wide standards of coverage and staffing study and strategic plan update approved mid-year FY 16 and best practices manual to support administrative volunteers approved mid-year FY 15;
- Requests the re-appropriation of \$40,000 to Western Albemarle Rescue Squad for one-time expenditures, including water rescue equipment and mold remediation for their annex building.
- Requests the re-appropriation of \$24,873.00 for an operating reserve that exists pursuant to a memorandum of understanding with Western Albemarle Rescue Squad; and
- Requests the re-appropriation of \$2,090.00 in expenses funded by donations in FY 16.

**Appropriation #2017032**

**\$325,072.52**

Source:	State Revenue	\$ 4,110.54
	Special Revenue Funds' Fund Balances	\$ 320,961.98

This request is to appropriate and re-appropriate funding associated with Special Revenue Funds, including seized asset accounts, grants and donation funds. The funding requested for re-appropriations was not expended in FY 16 and is anticipated to occur in FY 17.

- This request is to re-appropriate \$94,685.80 from Vehicle Replacement Fund fund balance for vehicle replacements appropriated in FY 16 and delivered in FY 17.
- This request is to re-appropriate \$1,089.13 from a private donation to support the work of the Natural Heritage Committee (NHC). This private donation was originally appropriated on July 1, 2009 to specifically support the work of the NHC. The Chair of the NHC has requested the donated funds be re-appropriated so the Committee can use the funds to support its mission, which is to maintain and restore the County's native biological diversity and provide a healthy environment for the citizens of Albemarle County.
- This request is to re-appropriate \$195,778.34 in seized asset monies received from State and Federal agencies for the Commonwealth's Attorney's Office and the Police Department. These monies will be used to fund equipment, travel, training, office supplies and temporary help.
- This request is to re-appropriate \$4,110.54 for the Lewis & Clark Exploratory Center (LCEC) project. This project was partially funded through a Transportation Enhancement

- Fund Program grant administered by the Virginia Department of Transportation (VDOT). A certificate of occupancy has been issued and all grant funds have been received from VDOT. The remaining balance will be used towards completion of outstanding punch list items which have not been completed by LCEC, or to off-set project management services provided by the County.
- This request is to re-appropriate \$29,408.71 in funding from the Community Development Block Grant, which will provide housing rehabilitation for low- and moderate income residents over the next year.

**Appropriation #2017034** **\$(92,699.58)**

Source: School CIP Fund fund balance \$ (92,699.58)

As the counterpart of Appropriation #2016-090, this request is to reduce the appropriated budget \$92,699.58 for the Red Hill Elementary School Modernization capital project to properly account for startup related expenditures that occurred in FY 16. This project was approved and included in the Adopted FY 17 Capital Budget, however, the projects experienced expenditures in FY 16, as it was necessary for School construction work to start in mid-June to ensure that work would be completed before the start of school in late August. Although no bills were paid in FY 16 for these projects and FY 17 funds were appropriated for these project costs, accounting requirements require that the funding be shown as a FY 16 expense.

This appropriation is contingent upon the Board's approval of Appropriation #2016-090, which is included in the FY 16 Appropriations and Amendments Executive Summary also scheduled on the Board's October 5, 2016 Consent Agenda.

**Appropriation #2017035** **\$0.00**

This appropriation will not increase the total County budget.

Source: Fire/Rescue Apparatus Replacement program \$ 200,000.00

This request is to appropriate \$200,000.00 from the Fire Marshal Support Unit apparatus of the Capital Fire/Rescue Apparatus Replacement program to support the purchase of apparatus equipment for a regional response to technical rescue and hazardous material (Haz Mat) emergencies. Upon approval of this request, the equipment will be purchased and operational by July 2017. There are no operating impacts associated with this request. The request has been prioritized over the Fire Marshal Support Unit apparatus primarily due to an increase in the County's water rescue and hazardous material emergencies and the need to be prepared and equipped to handle these emergencies at a basic level. The Fire Marshal Support Unit's tasks are currently being fulfilled by distributing equipment across multiple smaller vehicles and this approach can be continued into the foreseeable future given the more pressing needs associated with Haz Mat and Water Rescue.

**Appropriation #2017036** **\$52,000.00**

Source: General Gov't CIP Fund fund balance \$ 52,000.00

This request is to appropriate \$52,000.00 for the County's 800 MHz Radio Replacements capital project from the balance remaining in the FY 16 Police Mobile Data Computers Replacement project. The available balance from the FY 16 Police Mobile Data Computers Replacement project funds is not required to complete the Computer Replacement project in FY 17. This funding will support additional radio replacements in the County's 800 MHz Radio Replacements project. By expediting the purchase, these radio replacements are eligible to participate in a rebate program that will result in additional savings for the project.

**Appropriation #2017037** **\$0.00**

This appropriation will not increase the total County budget.

Source: General Government CIP Borrowed Proceeds 2,694,128.00  
Water Resources CIP Borrowed Proceeds \$(2,694,128.00)

This request is to appropriate \$2,694,128.00 in borrowed proceeds to the General Government CIP fund and to appropriate transfers of revenue from the General Government CIP fund to the Water Resources CIP fund for projects supported by borrowed proceeds. This continues the transition to support the accounting practice that all borrowed proceeds are first included the General Government CIP fund and then are disbursed by way of transfers to the other CIP funds. This practice began in FY 15 as FY 16 was reconciled, and is being undertaken to adhere to the County's Auditors clarification that, because the County is ultimately required to repay the debt, borrowed proceeds should be first accounted for in the General Government CIP fund and then transferred to the other funds pursuant to the Governmental Accounting Standards Board (GASB) Comprehensive Implementation Guide. This appropriation will not increase the total County budget.

**Appropriation #2017038** **\$196,478.23**

Source: General Fund School Reserve Fund \$ 196,478.23

This request is to re-appropriate \$196,478.23 in the School Division's FY16 funding to FY17 for purchase

orders initiated in FY16 but delivered in FY17.

<b>Appropriation #2017039</b>		<b>\$33,468.00</b>
Source:	Federal Revenue	\$ 33,468.00
	Grants Leveraging Fund*	\$ 1,847.00

\*The Grants Leveraging Fund component of this appropriation will not increase the County Budget.

This request is to appropriate two Police Department grants:

- Appropriate \$24,132.00 from the Department of Motor Vehicles (DMV) DUI Reduction grant and the local match of \$1,132.00 from the Grants Leveraging fund. This grant will be used to fund overtime hours in the Police Department to provide DUI enforcement through patrols, checkpoints, saturation patrols and for the purchase of five handheld radar units for the motorcycle unit. The purpose of this grant is to reduce DUI accidents through increased DUI enforcement along with other traffic safety enforcement including speeding and safety restraint usage.
- Appropriate \$9,336.00 from the Department of Motor Vehicles (DMV) Speed Reduction grant and the local match of \$715.00 from the Grants Leveraging fund. This grant will be used to fund overtime hours in the Police Department to provide speed enforcement. The purpose of this grant is to reduce motor vehicle accidents through increased speed enforcement and saturation patrols.

**By the above-recorded vote, the Board adopted the following resolution approving appropriations #2017012, #2017022, #2017031, #2017032, #2017034, #2017035, #2017036, #2017037, #2017038 and #2017039 for local government and school division projects and programs.**

**RESOLUTION TO APPROVE  
ADDITIONAL FY 17 APPROPRIATIONS**

**BE IT RESOLVED** by the Albemarle County Board of Supervisors:

- 1) That Appropriations #2017012, #2017022, #2017031, #2017032, #2017034, #2017035, #2017036, #2017037, #2017038 and #2017039 are approved; and
- 2) That the appropriations referenced in Paragraph #1, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2017.

**COUNTY OF ALBEMARLE  
APPROPRIATION SUMMARY**

APP#	ACCOUNT	AMOUNT	DESCRIPTION
2016085	3-1000-51000-351000-512006-9999	11295.72	SA2016085 transfer from fund 1591
2016085	3-1000-51000-351000-510100-9999	-11295.72	SA2016085 App Fund Balance
2016085	3-1591-51000-351000-510100-9999	11295.72	SA2016085 App Fund Balance
2016085	4-1591-93010-493010-930009-9999	11295.72	SA2016085 transfer to General Fund
2017089	4-1000-99900-499000-210000-9999	-15000	SA2017089 VERIP Reconciliation
2017089	4-1000-99900-499000-223000-9999	36200	SA2017089 VERIP Reconciliation
2017089	3-1000-51000-351000-510100-9999	21200	SA2017089 VERIP Reconciliation
2017089	4-1000-21078-421070-130000-1002	14879.32	SA2017089 Drug Court Reconciliation
2017089	4-1000-21078-421070-210000-1002	1443.92	SA2017089 Drug Court Reconciliation
2017089	4-1000-21078-421070-580000-1002	-1595	SA2017089 Drug Court Reconciliation
2017089	4-1000-21078-421070-600900-1002	-3200	SA2017089 Drug Court Reconciliation
2017089	4-1000-21078-421070-600800-1002	-1343.03	SA2017089 Drug Court Reconciliation
2017089	3-1000-33000-333000-330240-1002	10185.21	SA2017089 Drug Court Reconciliation
2016090	4-9000-69985-466730-580000-6599	-25000	SA2016090 Bright Stars Trailer Relocation
2016090	4-9000-69985-466730-301210-6114	39388.45	SA2016090 Bright Stars Trailer Relocation
2016090	4-9000-69985-466730-800605-6107	88064.6	SA2016090 Red Hill Elementary School Modernizations
2016090	3-9000-69000-351000-510100-6599	102453.05	SA2016090 CIP Reconciliation
2016091	3-9000-69000-341000-410530-6599	-6121997	SA2016091 Borrowed Proceeds-Schools
2016091	3-9050-41400-341000-410500-9999	-955866.38	SA2016091 Borrowed Proceeds-Regional Firearms Range
2016091	3-9100-41400-341000-410500-9999	-176584	SA2016091 Borrowed Proceeds-Water Resources
2016091	3-9000-69000-351000-512090-6599	6121997	SA2016091 Borrowed Proceeds-Schools
2016091	3-9050-51000-351000-512090-9999	955866.38	SA2016091 Borrowed Proceeds-Regional Firearms Range
2016091	3-9100-51000-351000-512090-9999	176584	SA2016091 Borrowed Proceeds-Water Resources
2016091	4-9010-93010-493010-930004-9999	6121997	SA2016091 Borrowed Proceeds-Schools



2016091	4-9010-93010-493010-939999-9999	955866.38	SA2016091 Borrowed Proceeds-Regional Firearms Range
2016091	4-9010-93010-493010-930202-9999	176584.00	SA2016091 Borrowed Proceeds-Water Resources
2016091	3-9010-41400-341000-410530-9999	8577895.38	SA2016091 Borrowed Proceeds
2016091	3-9010-51000-351000-510100-9999	-1323448.00	SA2016091 Carry forward correction
2016092	3-9900-15000-315000-150253-9999	-439.12	SA2016092 PREP Rent
2016092	3-9900-24000-324000-240404-9999	-4718.23	SA2016092 VPSA Bond Rebate
2016092	3-9900-33900-333900-330063-1006	340.00	SA2016092 QSCB Interest Reimbursement
2016092	3-9900-51000-351000-512004-9999	-12694.46	SA2016092 Gen Fund Trs to Sch Debt
2016092	4-9900-95000-495000-310000-9999	-14430.00	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-312810-9999	-1155.47	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-910039-9999	-0.32	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-910040-9999	-0.68	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-910080-9999	-1144.00	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920037-9999	-0.36	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920039-9999	0.30	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920040-9999	-0.30	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920043-9999	-0.50	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920046-9999	-0.24	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920047-9999	-0.50	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920048-9999	-0.50	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920050-9999	-0.50	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920051-9999	-0.25	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920078-9999	-0.11	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920080-9999	-778.38	SA2016092 Debt Reconciliation
2016092	3-9910-51000-351000-512004-9999	-11008.90	SA2016092 Gen Fund Trs to GG Debt
2016092	4-9910-95000-495000-312810-9999	-13626.53	SA2016092 Debt Reconciliation
2016092	4-9910-95000-495000-312811-9999	-1.28	SA2016092 Debt Reconciliation
2016092	4-9910-95000-495000-900105-9999	2640.00	SA2016092 Debt Reconciliation
2016092	4-9910-95000-495000-910077-9999	-0.04	SA2016092 Debt Reconciliation
2016092	4-9910-95000-495000-920074-9999	0.26	SA2016092 Debt Reconciliation
2016092	4-9910-95000-495000-920076-9999	-0.11	SA2016092 Debt Reconciliation
2016092	4-9910-95000-495000-920077-9999	-21.2	SA2016092 Debt Reconciliation
2016092	3-9010-51000-351000-512004-9999	11851.68	SA2016092 Debt Reconciliation
2016092	3-9010-51000-351000-510100-9999	-11851.68	SA2016092 Debt Reconciliation
2016092	3-9000-69000-351000-512004-6599	11851.68	SA2016092 Debt Reconciliation
2016092	3-9000-69000-351000-510100-6599	-11851.68	SA2016092 Debt Reconciliation
2016093	3-9900-51000-351000-512031-9999	363766.74	SA2016093 Trs from GG CIP
2016093	4-9900-95000-495000-920081-9999	363766.74	SA2016093 2015 B Interest
2016093	3-9910-51000-351000-512031-9999	800104.23	SA2016093 Trs from GG CIP
2016093	4-9910-95000-495000-920081-9999	800104.23	SA2016093 2015 B Interest
2016093	4-9010-93010-493010-930003-9999	363766.74	SA2016093 Trs to Sch Debt
2016093	4-9010-93010-493010-930011-9999	800104.23	SA2016093 Trs To GG Debt
2016093	4-9010-95000-495000-312807-9999	503432.22	SA2016093 Cost of Issuance
2016093	3-9010-41400-341000-410530-9999	-2731428.76	SA2016093 Bond Proceeds
2016093	3-9010-41400-341000-410100-9999	4398731.95	SA2016093 Bond Premium
TOTAL		20,404,469.62	

Item No. 8.3. Facilities Memorandum of Agreement between the School Board and the Board of Supervisors.

The Executive Summary forwarded to the Board states that the attached proposed Memorandum of Agreement (MOA) (Attachment A) outlines procedures that have been in place, but have not been formally outlined by the School Division or the County. Albemarle County Parks and Recreation and the School Division have collaborated in the joint use of facilities for 25 years or more. Parks and Recreation has invested capital and operating funds on school property in exchange for public use of those facilities when not in use by the school. The School Division supports the County's recreation programs and activities by providing indoor and outdoor space for classes and leagues. The County Comprehensive Plan identifies schools as "parks" after school hours. Parks and Recreation currently maintains 31 athletic fields on school property. In the mid 1980's Parks and Recreation took over the scheduling of all elementary and middle school athletic fields after school hours in order to ensure equitable field use for all area organizations. These cooperative agreements were verbal and no formal document is in place. Early last year the School Division formed a committee to conduct an evaluation of its community use policy. This formal MOA is the result of a recommendation from that committee. It was approved by the School Board on August 11, 2016.

The proposed MOA is between the School Board and the County for the joint use of County school gymnasiums, tennis courts, playgrounds, and multi-purpose, baseball, and softball fields.

The MOA provides that Parks and Recreation is required to ensure the supervision of all Parks and Recreation -sponsored community events and to ensure that users are conforming to acceptable standards of use. Additionally, both the School Division and Parks and Recreation have agreed to cancel field use in the event of inclement weather, required maintenance, or unsafe field conditions.

There are no immediate budget impacts related to this MOA.

Staff recommends that the Board adopt the attached Resolution (Attachment B) approving the MOA and authorizing the County Executive to execute the MOA once it has been approved as to form and substance by the County Attorney.

**By the above-recorded vote, the Board adopted the following resolution approving the MOA and authorizing the County Executive to execute the MOA once it has been approved as to form and substance by the County Attorney:**

**RESOLUTION TO APPROVE THE MEMORANDUM OF AGREEMENT BETWEEN THE SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA AND THE ALBEMARLE COUNTY BOARD OF SUPERVISORS**

**WHEREAS**, the Board finds that it is in the best interest of the County to enter into an Agreement with the School Board for the joint use of school gymnasiums, tennis courts, playgrounds, and multi-purpose, baseball, and softball fields.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Albemarle County, Virginia hereby approves the Memorandum of Agreement between the School Board of Albemarle County, Virginia and the Albemarle County Board of Supervisors for the joint use of school gymnasiums, tennis courts, playgrounds, and multi-purpose, baseball, and softball fields, and authorizes the County Executive to execute the Memorandum of Agreement on behalf of the County after approval as to form and substance by the County Attorney.

Memorandum of Agreement

between

School Board of Albemarle County, Virginia

and

The Albemarle County Board of Supervisors

This agreement is made this 11<sup>th</sup> day of August, 2016, by and between the School Board of Albemarle County, Virginia, hereafter referred to as "Schools," and the Albemarle County Board of Supervisors, for the Department of Parks and Recreation, hereafter referred to as "Parks," for the joint use of school gymnasiums, tennis courts, playgrounds, and multi-purpose, baseball, and softball fields.

1. Schools will make school facilities available to the Parks for community recreational activities at times not required for school-related activities. Areas within schools to be used are identified by School Board Policy KG-AP, "Community Use of School Facilities." This memorandum addresses the administration, maintenance, and supervision of the gymnasiums, tennis courts, and playgrounds, as well as the multipurpose, baseball, and softball fields.
2. Community and recreational activities scheduled within school buildings, tennis court use, the synthetic turf field use and high school multi-purpose field use will be scheduled and administered by the Schools. Community and recreational activities scheduled on elementary and middle school multi-purpose fields will be scheduled and administered by the Parks.
3. Parks will ensure on-site supervision of all scheduled Parks activities by community users and that community users are conforming to acceptable standards of use.
4. Community use of elementary and middle school facilities can begin at 4:30pm, Monday through Friday, and at 8:00am on Saturday and Sunday. Community use of designated high school facilities can begin at 6:30pm Monday through Friday and 8:00am on Saturday and Sunday. Actual use at individual schools may vary based on availability.
5. Schools and Parks will encourage joint usage of their respective facilities and give priority usage to the requests submitted by the other agency, after the owning agency's programming needs are met.
  - a. All joint use programming scheduled under this agreement will comply with the owner agency's policies prohibiting discrimination.
  - b. For the purposes of this agreement, the criteria for such use is as follows: any instructional, recreational, athletic, social, or community program that is initiated, organized, managed, scheduled, and supervised by the owner agency; a comparable community run recreation program (such as those managed by a community non-profit youth sports organization) that is sponsored or overseen by the owner agency and is approved for their facilities by the School Superintendent or Director of the Albemarle County Department of Parks and Recreation or their designee.
  - c. For scheduling purposes, priority will be given to programs that provide direct benefit to youth.

6. The mutual goal of the Schools and Parks will be to maintain program continuity, giving adequate notification of scheduling changes or facility use to allow for program completion, and, if necessary, to relocate programming. When possible, each agency will assist the other in locating alternative space.
7. All scheduled events in school facilities or on fields may be cancelled at any time due to inclement weather, field conditions or required maintenance.
8. Parks will cancel field use whenever inclement weather dictates doing so to protect the fields. Parks will notify scheduled users of such cancellations.
9. Maintenance responsibilities are as follows:
  - a. Schools will maintain school buildings.
  - b. Parks will provide field and tennis court maintenance, that includes but is not limited to, regularly scheduled mowing, aeration, applications of fertilizer, over-seeding on mutually agreed upon fields and courts, and trash removal with the goal of ensuring that fields and courts remain in playable condition. The plan, delineating the specific fields and courts, will be maintained by the respective staffs and reviewed periodically.
  - c. Should a field or court be determined to be in a condition that is unacceptable to either the Parks or Schools, that field or court should be taken out of community use until such time as its condition is returned to acceptable.
  - d. Irrigation repair on the field side of the backflow will be provided by Parks.
  - e. Repairs to auxiliary structures such as fencing, gates, and bleachers, will be shared in cost.
  - f. Schools will provide water and electricity for fields that are irrigated and lighted.
  - g. Lighting repairs costs will be shared as determined by the parties to this Memorandum of Agreement.
  - h. Schools will provide routine maintenance and cleaning of restrooms.
  - i. Schools will provide high frequency inspections and maintenance for playgrounds. Often performed daily or weekly, high frequency inspections look at frequently changing conditions caused by use, weather, and/or vandalism. Parks will provide low frequency inspections and maintenance. Often performed quarterly or semi-annually, low frequency inspections are in-depth investigations of the equipment and surfacing, looking for wear and tear. Maintenance costs for playgrounds may be shared.
  - j. For all joint use facilities and/or structures, capital costs may be shared by both parties.
10. The use of school facilities shall be in accordance with the regular procedures of the School Board in granting permits for use of school facilities as provided for by the laws of Virginia and the policies and regulations of the School Board.
11. Administrative rules and regulations to ensure satisfactory operational procedures and supervision will be established cooperatively by the Superintendent of Schools and the County Executive and their respective staffs.
12. This agreement shall be for an indefinite term commencing on August 11, 2016. This agreement shall be reviewed every five years or as needed. Either party may terminate this agreement upon giving, in writing, to the other party twelve months' notice of its intention to terminate the agreement.

BOARD OF SUPERVISORS OF ALBEMARLE COUNTY:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SCHOOL BOARD OF ALBEMARLE  
COUNTY:

BY: *Dale Acuff*

DATE: 8-15-16

Item No. 8.4. Law Enforcement Mutual Aid Agreement Between the County and the Town of Scottsville.

The Executive Summary forwarded to the Board states that the Albemarle County Police Department ("ACPD") has full jurisdiction within the Town of Scottsville ("Town"). However, due to the remote location of southern Albemarle, the three sworn police officers from the Town are routinely asked to assist or back-up ACPD officers outside of Scottsville. In an effort to insure that these officers operate within the guidelines of ACPD policy while assisting the ACPD outside of Scottsville, Scottsville Mayor Nancy Gill and Scottsville Police Chief Robert Layman have requested that the County and the Town enter into a Mutual Aid Agreement (Attachment A) pursuant to Virginia Code §§ 15.2-1726 and 15.2-1736, which authorize the governing bodies of the County and Town to enter into reciprocal aid agreements. There is no such agreement between the County and the Town. The Board has not previously reviewed or acted upon this issue. A Mutual Aid Agreement between the County and the Town would be entered into for emergency purposes, for maintenance of peace and good order, for officer safety purposes, and for the best facilitation of cooperation in the furnishing of police services, and would insure that officers from the Town operate under the umbrella of the APCD when serving outside of Scottsville.

Currently, Scottsville police officers and ACPD officers often work together. However, there is no formalized agreement or understanding between the two entities regarding aid across jurisdictional boundaries. This Mutual Aid Agreement provides that framework. It will increase the County's ability to respond to law enforcement emergencies involving immediate threats to life or public safety and will assist in the preservation of public safety and the welfare of southern Albemarle County. Town staff has stated that the Town Council supports the Agreement. The Town Council is expected to hold a work session regarding the Agreement on October 11, 2016 and to approve the Agreement on October 17,

2016. The citizens of southern Albemarle County will benefit from the shorter response times, and ACPD officers will have additional back-up as needed. There are no negative impacts or costs associated with the implementation of this Agreement. Virginia Code §§ 15.2-1726 and 15.2-1736 authorize the governing bodies of a County and Town to enter into reciprocal agreements. It is the conclusion of ACPD staff that this Agreement will allow for improved responses to emergency calls in southern Albemarle County, and that response times and back-up for ACPD officers will be enhanced when this Agreement is implemented.

This MOU may save some costs associated with fuel for patrol vehicles as a second ACPD officer may not be required to respond to calls if a Scottsville officer responds.

Staff recommends that the Board adopt the attached Resolution approving the Mutual Aid Agreement and authorizing the County Executive to execute the Agreement after approval as to form and substance by the County Attorney.

**By the above-recorded vote, the Board adopted the following resolution approving the Mutual Aid Agreement and authorizing the County Executive to execute the Agreement after approval as to form and substance by the County Attorney:**

**RESOLUTION TO APPROVE THE MUTUAL AID AGREEMENT  
BETWEEN THE COUNTY OF ALBEMARLE, VIRGINIA  
AND THE TOWN OF SCOTTSVILLE, VIRGINIA**

**WHEREAS**, the Board finds that it is in the best interest of the County to enter into a Mutual Aid Agreement with the Town of Scottsville for cooperation in the furnishing of police services.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Albemarle County, Virginia hereby approves the Mutual Aid Agreement between the County of Albemarle, Virginia and the Town of Scottsville, Virginia for cooperation in the furnishing of police services, and authorizes the County Executive to execute the Mutual Aid Agreement on behalf of the County after approval as to form and substance by the County Attorney.

**MUTUAL AID AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of October, 2016, by and between the **COUNTY OF ALBEMARLE, VIRGINIA** (the "County") and the **TOWN OF SCOTTSVILLE, VIRGINIA** (the "Town").

**WHEREAS**, Va. Code §§ 15.2-1726 and 15.2-1736 authorize the governing bodies of a County and Town to enter into reciprocal agreements for mutual aid for emergency purposes, for maintenance of peace and good order and for cooperation in the furnishing of police services;

**WHEREAS**, pursuant to Va. Code § 15.2-1702, the County has established the Albemarle County Police Department (ACPD), which has full police power and law enforcement responsibilities throughout the entire County, including within the Town; and

**WHEREAS**, the County and Town have determined that the provision of police aid across jurisdictional lines will increase their ability to respond to law enforcement emergencies involving immediate threats to life or public safety in their respective jurisdictions, and will assist them in the preservation of public safety and welfare of the entire area;

**WHEREAS**, it is deemed to be mutually beneficial to the parties hereto to enter into an agreement concerning mutual aid and cooperation with regard to law enforcement; and

**WHEREAS**, the parties hereto desire that the terms and conditions of this Mutual Aid Agreement (the "Agreement") be established.

**NOW THEREFORE**, for and in consideration of the mutual benefits to be derived from this Agreement, the parties hereto covenant and agree as follows:

1. Each party will endeavor to provide police support and assistance to the other party to this Agreement within the capabilities available at the time the request for such support is made and within the terms of this Agreement.

2. Requests for support and assistance pursuant to the terms and conditions of this Agreement shall be initiated by the requesting party's on-duty commander, bureau commander, their respective designees or the highest-ranking officer on-duty at the time of the request.

3. To the extent feasible, the requesting party shall be responsible for designating a communications system for use by the requested party.

4. The personnel of the requested party shall render such support and assistance under the direction of the Chief of Police of the requested party, or such Chief's designees.

5. Law enforcement support provided pursuant to this Agreement shall include, but not be limited to, the following resources: uniformed officers, canine officers, forensic support, plainclothes officers, special operations personnel and related equipment. Law enforcement assistance may include, but shall

not be limited to, criminal investigative services for felonies, criminal investigative services for serious misdemeanors, traffic enforcement activities, fatal crash investigative services, exchange of information (access to CompStat meetings and databases upon request), and civil disorder within the Town.

6. The decision whether to provide law enforcement support and assistance under this Agreement shall at all times remain within the discretion of the requested agency. Nothing contained in this Agreement should in any manner be construed to compel any of the parties hereto to respond to a request for law enforcement support and assistance when the personnel of the party to whom the request is made are, in the opinion of the requested party, needed or are being used within the boundaries of their jurisdiction, nor shall any such request compel the requested party to continue to provide police support and assistance to the other party when its police personnel or equipment, in the opinion of the requested party, are needed for other duties within the boundaries of its own jurisdiction.

7. When the Town provides law enforcement support and assistance pursuant to a request by the County, responsibility for investigation and subsequent actions within the County shall remain with the ACPD. Town law enforcement personnel leaving their jurisdiction and entering another, including the County, shall promptly notify the agency of the entered jurisdiction upon discovery of a crime in the jurisdiction where the offense occurred. Town officers entering the County shall adhere to all ACPD on-duty supervisory requests and direction when responding outside the Town's jurisdictional boundaries pursuant to this agreement.

8. Officers acting pursuant to this Agreement shall be granted authority to enforce the laws of the Commonwealth of Virginia and to perform the other duties of a law enforcement officer, such authority shall be in conformance with Va. Code §§ 15.2-1724, 15.2-1726, 15.2-1730 and 15.2-1736 as may be applicable. ACPD officers shall continue to have full police powers in the Town; however, law enforcement officers of the Town who might be casually present in the County shall have power to apprehend and make arrests only in such instances where an apparent, immediate threat to public safety precludes the option of deferring action to the ACPD.

9. When performing police duties in the requesting jurisdiction pursuant to the provisions of this Agreement, each law enforcement officer, agent, and other employee of the parties hereto shall have the same police powers, rights and privileges, including the authority to make arrests, as the officers, agents or employees have in the jurisdiction where they were appointed.

10. Pursuant to Va. Code § 15.2-1724, the services performed and expenditures made under this Agreement shall be deemed to be for public and governmental purposes and all immunities afforded to the requested jurisdiction when acting within its boundaries shall extend to its participation in rendering support and assistance outside its boundaries to a requesting jurisdiction. For the purposes of this Agreement, the requested party that responds to a request for support and assistance is rendering aid once it has entered the jurisdictional boundaries of the requesting party pursuant to the provisions herein.

11. All immunities from suit, liability, exemptions from laws, ordinances and regulations, pension, relief, disability, workers' compensation, life and health insurance, and other benefits enjoyed by law enforcement officers, agents and other employees of each party shall extend to the services they perform under this Agreement outside their respective jurisdictions. Each party agrees that the provision of these benefits shall remain the responsibility of the primary employing party.

12. To the extent permitted by the laws of the Commonwealth of Virginia, each party hereto, in activities involving the rendering of support and assistance to the requesting party pursuant to this Agreement, shall (i) waive any and all claims against the other party to this Agreement which may arise out of such party's activities outside its respective jurisdiction, and (ii) be responsible for the acts or omissions of its law enforcement officers, agents and other employees causing harm to persons not a party to this Agreement. Nothing herein shall be deemed as an expressed or implied waiver of the sovereign immunity of the parties to this Agreement.

13. The parties to this Agreement shall not be liable to each other for reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. Neither shall the parties hereto be liable to each other for any other costs associated with, or arising out of, the rendering of support and assistance pursuant to this Agreement, unless the parties expressly agree otherwise in advance of the provision of support and assistance under this Agreement.

14. This Agreement sets forth the complete agreement relating to the provision of mutual police services among the parties hereto; however, nothing herein shall affect the general police powers of the ACPD within the Town. The Town acknowledges that this Agreement, together with any specific grant of jurisdiction provided by the Virginia Code, provides the only authority for law enforcement officers of the Town to engage in law enforcement activities in the County. Any grant of law enforcement authority within the County previously granted to the Town or its law enforcement officers by the Albemarle County Sheriff or any other County official is hereby revoked and is null and void.

15. Any of the parties hereto may withdraw from this Agreement by giving ninety (90) days written notice to that effect to the other parties.

16. This Agreement is subject to the approval of the governing bodies of the County of Albemarle and Town of Scottsville.

**WHEREBY**, the parties hereto have executed this Mutual Aid Agreement, by their authorized

representatives, whose signatures are set forth following below as of the day and year first set forth above.

**COUNTY OF ALBEMARLE, VIRGINIA**

By: \_\_\_\_\_  
Thomas C. Foley  
County Executive

**TOWN OF SCOTTSVILLE**

By: \_\_\_\_\_  
\_\_\_\_\_  
Typed Name

Its: \_\_\_\_\_

**Item No. 8.5. Crozet Police Satellite Office Space.**

The Executive Summary forwarded to the Board states that the Albemarle County Police Department ("ACPD") has occupied satellite offices throughout the County in an effort to provide better access to police services, create high visibility, and improve response times to emergency calls for service. These offices are typically located within the County's projected Development Areas and within "at risk" neighborhoods. Currently, the Police Department has one satellite office location at the Fashion Square Mall which is located in the urban ring area on the north side of the County. March Mountain Properties has offered an office space that can be used for the purpose of a satellite office with a three year renewable lease (Attachment A). This satellite office will not be used as a full service office, but will allow officers to complete field reports, make phone calls, conduct follow-up investigations, meet with community members, and conduct community meetings. Chief Ron Lantz would like to expand on this program as it supports the agency's Geographic Based Policing initiative by providing citizens better access to police officers and helps reduce crime.

The proposed satellite office space is owned by March Mountain Properties, is located in the Old Trail Village Center with an address of 1005 Heathercroft Circle, Suite 109 Crozet, Va. 22932 and has 852 square feet of office space. The lease (Attachment A) has a three year renewable option and either party can terminate the lease at any time during the lease upon a sixty day written notice. The County will provide insurance and utility costs for the satellite office. This office space will provide police officers the opportunity to meet with citizens, complete field reports, and conduct follow-up investigations without requiring the officers to travel back to Police Headquarters to conduct these duties. The citizens of western Albemarle County will benefit from shorter response times to emergency calls for service. The County would be required to provide liability and casualty insurance on the space itself which is estimated to cost between \$10 and \$40 per month and utilities at an estimated cost of \$40 per month.

There are no personnel impacts, as the satellite office will not be a full service Police District Station. There are recurring costs of approximately \$960 per year associated with this satellite office. Specifically, it estimated that the annual cost for utilities will be not more than \$480 and the annual cost for insurance will also be approximately \$480. It is assumed that these annual costs will be absorbed in the ACPD operating budget. There are no capital impacts to this program and no other revenue sources for this proposal.

Staff recommends that the Board adopt the attached Resolution (Attachment B) approving the Lease and authorizing the County Executive to execute the Lease once it has been approved as to form and substance by the County Attorney.

**By the above-recorded vote, the Board adopted the following resolution approving the Lease and authorized the County Executive to execute the Lease once it has been approved as to form and substance by the County Attorney:**

**RESOLUTION TO APPROVE THE LEASE  
BETWEEN MARCH MOUNTAIN PROPERTIES, L.L.C.  
AND THE COUNTY OF ALBEMARLE, VIRGINIA**

**WHEREAS**, the Board finds that it is in the best interest of the County to enter into a Lease with March Mountain Properties, L.L.C. for property located at 1005 Heathercroft Circle, Suite 109, Crozet, VA 22932 for the Albemarle County Police Department's use as a satellite office.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Albemarle County, Virginia hereby approves the Lease between March Mountain Properties, L.L.C. and the County of Albemarle, Virginia for property located at 1005 Heathercroft Circle, Suite 109, Crozet, VA 22932 for the Albemarle County Police Department's use as a satellite office, and authorizes the County Executive to execute the Lease on behalf of the County after approval as to form and substance by the County Attorney.

**OLD TRAIL VILLAGE CENTER LEASE**



**THIS LEASE AGREEMENT**, made this 21st day of November, 2016, by and between MARCH MOUNTAIN PROPERTIES, L.L.C., a Virginia limited liability company, or assigns, ("Landlord") and COUNTY OF ALBEMARLE VIRGINIA, a political subdivision of the Commonwealth of Virginia ("Tenant").

**WITNESSETH:**

That for and in consideration of the covenants and provisions of this Lease, Landlord hereby leases and demises to Tenant, and Tenant hereby takes, accepts, and rents from Landlord, the premises hereinafter set forth for the period, at the rental and upon the terms and conditions hereinafter set forth.

1. **LEASED PREMISES:** The leased premises hereunder shall consist of Unit 109, within Building I of Old Trail Village Center (the "Building") in Albemarle County, Virginia, (the street address of which is currently 1005 Heathercroft Circle, Suite 109, Crozet, VA 22932), as shown on the site plan, floorplans, and specifications marked Schedule A attached hereto and made a part hereof (hereinafter the "Leased Premises"), together with the use of Common Areas as provided in the Supplement to this Lease marked Schedule B entitled "General Terms and Conditions" attached hereto and made a part hereof.

For purposes of apportioning Common Areas Expenses, property taxes, and insurance premiums under this Lease, the Building has 23,269 square feet [measured from the exterior faces of the exterior walls] and the Leased Premises has 852 square feet [measured from the exterior faces of exterior walls and the center(s) of common wall(s)].

2. **TERM OF LEASE:** The term of this Lease shall commence at 12:01 A.M. on the Commencement Date, which is **November 15, 2016**. The term of this Lease shall end at midnight on the date which is three (3) years from the Commencement Date (the "Ending Date"), unless sooner terminated as hereinafter provided or extended as provided in Paragraph 9 of this Lease.

3. **RENT:**  
(a) Annual Rent: Tenant agrees to pay monthly rent to Landlord, without offset or demand, in advance on the first day of each and every calendar month during the term of this Lease.

Lease payments shall be made according to the following schedule:

Lease Term	Total Rent	Monthly Installments
7/1/16-6/30/19	\$52,668.00	\$1,463.00
Rent Concession	<\$52,668.00>	<\$1,463.00>
Net Rent	\$0.00	\$0.00

- (b) Rent shall be abated as a monthly rental concession.
- (c) Additional Rent: Intentionally omitted.
- (d) Electrical Service: Tenant is responsible for electrical service.
- (e) Late Fee: In the event that the Landlord does not receive from Tenant any installment of rent by the fifth day of the month for which such installment is due or any payment of additional rent referenced in Paragraph 3(b) above, a late fee of ten percent (10%) of the monthly rent or additional rent (as the case may be) shall be due as additional rent. For each additional day that any payment is late, a late fee of one percent (1%) per day of the payment due shall be due as additional rent. Acceptance of any late installment of rent at any time(s) by Landlord shall in no waive Tenant's obligation to pay rent in accordance with this Section or be deemed a waiver of any of Landlord's rights hereunder.
- (f) Place of Payment: All payments shall be paid to Landlord at 1500 Amherst St, Charlottesville, VA 22903, unless Landlord shall designate some other payee or address for payment thereof by giving written notice to that effect to Tenant.

4. **SECURITY DEPOSIT:** On execution of this Lease, Tenant has paid as a deposit to the Landlord the sum of N/A (\$N/A), receipt of which is acknowledged by Landlord, as security for the faithful performance by Tenant of the terms hereof.

On the full and faithful performance by Tenant of the provisions of this Lease, the security deposit shall be returned to Tenant, without interest, within sixty (60) days after the date of surrender in compliance with Paragraph 15 of Schedule B to this Lease. Tenant may not deduct the security deposit from any rental payments.

5. **USE OF PREMISES:** Tenant shall use and occupy the Leased Premises for a police department sub-station and for such other uses to which Landlord and Tenant may hereafter agree. Tenant shall not use the Leased Premises for any disorderly or unlawful purpose or in any noisy or boisterous manner which adversely affects any other tenant of Old Trail Village Center. Certain activities that would violate non-compete clauses in leases of other tenants will be explicitly prohibited.

6. **GENERAL TERMS AND CONDITIONS:** Landlord and Tenant shall abide and be bound by all of the terms and conditions contained in the Supplement to this Lease marked Schedule B entitled

"General Terms and Conditions" attached hereto and made a part hereof.

7. **QUIET ENJOYMENT:** On paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold and enjoy the Leased Premises for the term as provided in Paragraph 2 of this Lease, and for any extended term or terms.

8. **SUBORDINATION; ESTOPPEL; ATTORNMENT:** This Lease and Tenant's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any mortgage, deed of trust or encumbrances now or hereafter placed on the Leased Premises by Landlord, and all advances there under; provided, however, that the party or parties secured by any such mortgage, deed of trust or encumbrance agrees in writing that, provided Tenant is not in default hereunder, this Lease shall remain in full force and effect notwithstanding any foreclosure or judicial sale pursuant to such mortgage, deed of trust or encumbrance. If requested by Landlord, Tenant shall promptly execute and deliver to Landlord within ten (10) days after written demand by Landlord, such instrument or instruments as Landlord or Landlord's lender may reasonably request to effect such subordination and/or a certificate reflecting the status of this Lease and Landlord's performance hereunder and Tenant's acceptance of the Leased Premises. Landlord shall make timely payments on all mortgages and deeds of trust on the Leased Premises.

9. **LEASE EXTENSION/EARLY TERMINATION:** This lease shall automatically terminate on the Ending Date. Tenant may be given the opportunity to extend the term of this Lease for one (1) additional term of three (3) years. Any such renewal agreement will be offered by landlord not more than one hundred twenty (120) days prior to the Ending Date and must be agreed upon by Tenant not less than ninety (90) days prior to the Ending Date.

Tenant or Landlord may, upon sixty (60) days written notice, terminate the Lease at any time during the Term, or any extension thereof.

10. **AGENTS AND BROKERS:** Both Tenant and Landlord represent and warrant that it did not consult or deal with any outside broker or agent, real estate or otherwise, with regard to this Lease or the transactions contemplated. Each party hereto agrees to indemnify, defend, and hold harmless the other party from all liability, expense, loss, cost, demand or suit of any agent or broker arising out of this Lease.

11. **ORGANIZATIONAL INFORMATION AND CHANGE IN DOMICILE:**

(a) **Organizational Information:**  
Tenant's organizational information is as follows:

Federal Employer Identification Number: \_\_\_\_\_

Virginia Taxpayer Identification Number: \_\_\_\_\_

Organizational Identification Number from Virginia SCC: \_\_\_\_\_

Name of Registered Agent in Virginia: \_\_\_\_\_

Address of Registered Agent in Virginia: \_\_\_\_\_

Telephone Number of Registered Agent in Virginia: \_\_\_\_\_

Check One of the Following:

☐ Tenant is organized/incorporated under the laws of the Commonwealth of Virginia

☐ Tenant is a foreign entity, which has registered to do business in the Commonwealth of Virginia

☒ Other: ☐ Tenant is a political subdivision of the Commonwealth of Virginia

(b) **Change in Domicile:** Tenant and any Guarantor hereunder hereby acknowledge an affirmative duty to provide Landlord with written notice of a change in domicile within ten (10) business days after such a change takes effect. Change in domicile for this provision refers to the location requirements for UCC filings which shall be one of the following: i) for an entity created by a filing with a state, the entity's location is that state; ii) for an entity not created by a filing, the entity's location is the place of its chief executive office; or iii) for an individual, the person's location is her/his principal residence. Failure of Tenant or any Guarantor to provide this notice shall estop Tenant, any Guarantor, or any person or entity ascertaining claims on behalf of Tenant or any Guarantor from raising the issue of location in any dispute concerning the priority of a UCC filing involving Tenant or any Guarantor and Landlord. Under no circumstances shall Landlord be permitted to file a UCC-1 financing statement or any other UCC document without the prior written consent of the Tenant, which consent may be withheld in Tenant's sole discretion.

12. **NOTICES:** All notices under this Lease shall be in writing and personally delivered or sent by certified mail return receipt requested, or e-mail as follows:

(a) If to Landlord to: March Mountain Properties, LLC  
c/o Real Property, Inc.  
1500 Amherst St



Charlottesville, VA 22903

(b) If to Tenant to: County of Albemarle Virginia  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) To such other address as either party shall subsequently designate by written notice to the other.

**WITNESS** the following signatures:

LANDLORD: MARCH MOUNTAIN PROPERTIES, L.L.C.

By: William B. Walton, III  
Managing Agent  
\_\_\_\_\_  
Date

TENANT: COUNTY OF ALBEMARLE VIRGINIA

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
\_\_\_\_\_  
Date

**OLD TRAIL VILLAGE CENTER  
SCHEDULE B**

**SUPPLEMENT TO LEASE DATED: November 21, 2016**

**GENERAL TERMS AND CONDITIONS**

1. **COMMON AREAS:** Landlord or Landlord’s agent shall manage all private approaches, exterior stairways, entrances, exits, roadways, drainage facilities, roof gutters and downspouts, sidewalks and parking areas (hereinafter the “Common Areas”) for the non-exclusive use of Tenant, its employees, customers, clients and business suppliers, and mail and courier entities (such as the U.S. Postal Service, Federal Express, United Parcel Service, and DHL), in good repair and reasonably clear of snow.

Tenant’s use of the Common Areas shall be subject to the following:

(a) **Revocable License:** The Common Areas and all facilities not within the Leased Premises, which Tenant may be permitted to use, are to be used under a revocable license. If said license be revoked or if said areas or any part thereof shall be reduced or otherwise affected by the action of any governmental body or agency or by reason of any judgment or decree of any court of record, this Lease shall remain in full force and effect and Landlord shall not be subject to any liability nor Tenant be entitled to any compensation or diminution of rent, nor shall revocation or diminution be deemed actual or constructive eviction.

(b) **Sidewalks and Parking Areas:** Tenant shall not use the sidewalks or any other portion of the Common Areas for any business purpose other than ingress and egress, without Landlord’s prior written consent. Tenant, its employees, customers and clients, shall have non-exclusive use for parking of the parking areas within the Common Areas in common with other Tenants.

(c) **Rules and Regulations:** The Common Areas shall be subject to such rules and regulations as Landlord may adopt from time to time and Landlord reserves the right to make changes, additions, alterations, or improvements in and to the Common Areas, provided that there shall be no unreasonable obstruction of Tenant’s right of access to the Leased Premises or Tenant’s use of the Leased Premises stated in Paragraph 5 of the Lease. Landlord may also adopt rules and regulations governing parking in the Common Areas. Such rules and regulations may, among other things, assign certain spaces, limit the number of spaces to be used by certain tenants and/or restrict the types of vehicles allowed to park in the Common Areas.

(d) **Closure:** Landlord shall have the right to close any or all portions of the Common Areas to such an extent as may, in the opinion of Landlord’s counsel, be legally required to prevent a dedication thereof or the accrual of any rights to any person or to the public therein or to close temporarily, if necessary, all or any part of the parking areas in order to discourage non-customer parking.

(e) **Common Areas Expenses:** Intentionally omitted.

(f) **Loading/Unloading:** Tenant and all delivery services delivering to Tenant shall use designated loading/unloading areas or other loading/unloading areas within Old Trail Village Center which may be subsequently designated by Landlord.

(g) Trucks: Tenant shall not park or cause to be parked any trucks, trailers, vans, or other such vehicles bearing advertising in parking areas visible from the front of Old Trail Village Center, unless specifically approved by Landlord.

2. RESTRICTIONS ON USE OF LEASED PREMISES:

(a) Signs and Improvements Visible from the Exterior of the Building: Any sign or improvement visible from any portion of the exterior of the Leased Premises ("signs or visible improvements") must be approved in writing by Landlord and the Old Trail Architectural Review Board prior to installation and must comply with the standards for Old Trail Village Center as issued by the Old Trail Architectural Review Board or its successors from time to time. Additionally, Tenant is responsible for obtaining all required governmental approvals for its signs and for complying with all ordinances, regulations and laws governing signs or visible improvements.

(b) Sales: No auction, fire, bankruptcy or closing-out sale shall be conducted in the Leased Premises without the prior written consent of Landlord.

(c) Business Hours: Intentionally omitted.

(d) Solicitation of Business: Tenant and Tenant's employees and agents shall not solicit business in the Common Areas, nor place any handbills or other advertising matter in or on automobiles parked in the parking area or in other Common Areas.

(e) Advertising: Intentionally omitted.

(f) Sound: Loudspeakers, phonographs, radios or other means of broadcasting shall not be used in such manner so as to be heard outside of the Leased Premises. Other noise generated by the operation of Tenant's business shall not unreasonably disturb other tenants of Old Trail Village Center. Tenant shall use appropriate sound reduction methods and materials to comply with these restrictions.

(g) Nuisance: The Leased Premises shall not be used in any manner that will tend to create a nuisance or tend to unnecessarily disturb other tenants of Old Trail Village Center.

(h) Unlawful: The Leased Premises shall not be used for any purpose in violation of any applicable federal, state or local statute or ordinance, or any regulation, order or directive of a governmental agency concerning the use or safety of the Leased Premises.

(i) Fire Hazard: No portion of the Leased Premises shall be used for the purpose of storing any material or goods which might in any way prejudice the insurance on the Leased Premises or increase the fire hazard to a greater extent than necessarily incident to the business for which the Leased Premises are leased as set forth in Paragraph 5 of the Lease.

(j) Waste: Tenant shall not commit or permit waste upon the Leased Premises.

(l) Environmental Contaminants: Neither Tenant nor Tenant's agents, employees, contractors, licensees, assignees, sub-tenants or invitees shall cause or permit any Environmental Contaminant to be brought upon, kept, generated or used on or about the Leased Premises.

The term "Environmental Contaminant" means (a) any "hazardous waste," "hazardous substance," "hazardous material," toxic substance, pollutant or contaminant and any other substance, chemical or compound regulated by or pursuant to any environmental law or regulations; (b) any asbestos or asbestos containing material; (c) any explosives; (d) any radioactive materials; or (e) any substance which might cause injury to human health or safety or to the environment.

Tenant hereby agrees that it shall be fully liable for all costs and expenses related to Tenant's use, storage, release (including spilling, leaking, pouring, escaping and discarding) and disposal of any Environmental Contaminant on or about the Leased Premises and hereby agrees to fully protect, defend, indemnify and hold harmless Landlord from and against any and all claims, demands, liabilities, damages, costs and expenses (including, without limitation, attorneys' and consultant fees, court costs and litigation expenses) of whatever kind or nature, related to the presence, disposal, release or threatened release of an Environmental Contaminant by Tenant's agents, employees, contractors, licensees, assignees, sub-tenants or invitees on or about the Leased Premises.

The provisions contained in this Section shall be in addition to any other obligations and liabilities Tenant may have to Landlord at law or equity and shall survive the expiration or termination of this Lease.

3. CARE AND USE OF LEASED PREMISES:

(a) Care of Premises: Tenant shall, at its expense, keep the Leased Premises, including windows and signs, in a clean, safe and sanitary condition; conform to applicable laws, ordinances, regulations and codes; and store and dispose of all trash and garbage in such places and manner as Landlord may designate and/or as may be required by any applicable federal, state or local statute, ordinance, regulation, order or directive. Unless otherwise directed by Landlord, Tenant shall package all garbage/waste material in tied plastic bags and flatten all cartons and boxes before depositing in common garbage containers provided by Landlord and no garbage/waste material shall be left outside of the Leased Premises at any time. Except as permitted by Paragraph 4 of this Schedule B, Tenant shall

not mark, drill, deface, injure or damage the Leased Premises or permit refuse, rubbish or garbage to accumulate or fire hazards to exist about the Leased Premises, or overload any floor or facility, or place foreign substances in plumbing facilities or use the Leased Premises for any purpose other than that for which it has been constructed and leased. Tenant shall at all times maintain the air temperature within the Leased Premises at no less than 55°F so as to avoid the freezing of water pipes.

Landlord or its agent will conduct semiannual inspections of, and perform preventative maintenance on, both the heating and air conditioning mechanical units. Such inspections will include filter changes and any necessary repairs. Tenant shall not be responsible for any costs associated with repair of the heating and air conditioning mechanical units, unless such repairs are the result of the Tenant's negligence or intentional act.

(b) Repairs and Replacements: During the term of this Lease, and any extension thereof, Landlord and Tenant shall repair and/or replace the various components of and/or improvements within the Leased Premises in accordance with their respective obligations set forth as follows:

REPAIRS TO BE MADE AND PAID FOR BY:		REPLACEMENTS TO BE MADE AND PAID FOR BY:
Structural failure, exteriors, roof, down- spouts, and foundations	Landlord	Landlord
Windows	Landlord*	Landlord*
Exterior and/or Interior Doors	Landlord*	Landlord*
Interior Walls	Tenant	Landlord*
Interior painting	Tenant	Tenant
Floors and wall coverings	Tenant	Landlord*
Finished trim, etc.	Landlord*	Landlord*
Tenant's fixtures	Tenant	Tenant
Landlord's fixtures and equipment	Landlord*	Landlord*
Plumbing and sewage, within Leased Premises	Tenant	Landlord*
Heating equipment	Landlord*	Landlord*
Air conditioning equipment	Landlord*	Landlord*
Electrical wiring	Landlord*	Landlord*
Electric fixtures, bulbs and ballasts	Landlord*	Landlord*

\* Unless caused by Tenant's negligence or abuse

If Tenant neglects or refuses to commence such repairs, maintenance and replacements as it is obligated to make ("repairs") within ten (10) days after written demand by Landlord, or complete such repairs within a reasonable time thereafter, Landlord may make such repairs without liability to Tenant for any loss or damage that may occur to Tenant's business by reason thereof; and if Landlord makes such repairs, Tenant shall pay to Landlord, on demand as additional rent, the costs thereof. If Landlord neglects or refuses to commence such repairs, maintenance and replacements as it is obligated to make ("repairs") within ten (10) days after written demand by Tenant, or complete such repairs within a reasonable time thereafter, Tenant may make such repairs; and if Tenant makes such repairs, Landlord shall pay to Tenant, on demand, the costs thereof.

All repairs and replacements shall be substantially of the same quality and class as the original work and in accordance with all laws, directions, rules and regulations of regulatory bodies or officials having jurisdiction thereof.

4. ALTERATIONS, INSTALLATIONS AND ADDITIONS:

(a) Interior Alterations & Improvements: Tenant may, at its expense, make alterations and improvements to the interior of the Leased Premises and install such interior partitions and trade fixtures as it may require, provided written consent of Landlord be first obtained, which consent shall not be unreasonably denied, withheld or delayed. In addition, Tenant may install such computer and telephone

wiring, cabling, and related items (such as telephone system control panels and computer hubs) as is required for Tenant's use of the Leased Premises, without Landlord's prior written consent.

(b) Structural Alterations: If structural alterations become necessary because of the application of laws or ordinances pertaining to the business carried on by Tenant, or because of the directions, rules or regulations of any regulatory body pertaining to the business carried on by Tenant, or because of any act or default on the part of Tenant, inconsistent with the provisions of this Lease, or because Tenant has overloaded any electrical or other facility, Tenant shall make such structural alterations at its own cost and expense, after first obtaining Landlord's written approval of plans and specifications. All such alterations, additions and improvements shall be constructed in a workmanlike manner and in compliance with all building codes and regulations and shall in no way harm the structure of the Leased Premises. Additionally, Tenant shall provide Landlord with copies of all applications, plans, approvals, certificates and/or permits (including, but not limited to, Building Permits and Certificate of Occupancy) required by any governmental authority in connection with such alterations, additions and improvements.

(c) Certain Businesses: If Tenant's Use of the Leased Premises includes any of the following (restaurant, food preparation, sale of food prepared in or from the Leased Premises, catering or automotive service or supply), Tenant shall be responsible for the installation, servicing, maintenance and any replacement of a grease trap system, the size of which shall effectively contain all grease generated from the Leased Premises. Tenant shall contract with a recognized grease removal contractor approved by the Landlord and ensure that the Landlord is at all times during the Term or any extensions thereof provided with a copy of the then current contract. Should a blockage occur because of the discharge of fats, petroleum oil, non-biodegradable cutting oil, products of mineral oil origin or grease from the Premises, Tenant shall be liable for all costs to clean and clear the sewer line as well as the costs for damage done to adjoining tenants' property.

5. LOCKS: Tenant shall not change the locks to the Leased Premises without Landlord's prior written consent which consent shall not be unreasonably denied, withheld or delayed. Upon such consent, Tenant may change said locks, but Tenant must immediately supply to Landlord, without charge, a key and/or combination to the new locks. Failure to either obtain such consent or supply such key and/or combination will constitute a breach of this Lease. Notwithstanding the other provisions of this Paragraph 5, Tenant shall have the right to change the locks to the Leased Premises in an emergency without Landlord's prior consent, in which event Tenant shall promptly notify Landlord of such change and supply to Landlord, without charge, a key and/or combination to the new locks.

6. RIGHT OF ACCESS: Landlord expressly reserves the right to enter upon the Leased Premises in the presence of Tenant or an agent of Tenant at reasonable hours upon twenty-four (24) hours written notice to Tenant to examine or inspect the same, or to make such repairs, additions, or alterations as it may deem necessary for the safety, improvement or preservation thereof, or to exhibit the Leased Premises to prospective tenants, purchasers, lenders, or others; to enter at any time in the event of an emergency; and to enter the Leased Premises and display and maintain a sign or notice "For Rent" or "For Sale", or other similar signs (not exceeding four square feet in size), on windows or doors in the Leased Premises, at any time within ninety (90) days before the expiration or sooner termination of this Lease. In the event of circumstances considered by Landlord to constitute an emergency, Landlord or its agents may enter upon the Leased Premises at any time without notice to Tenant, but Landlord shall be required to attempt to notify Tenant's emergency contact person by telephone prior to entry. .

7. UTILITIES; TRASH REMOVAL:

(a) Tenant: Excepting only the utility services set forth in subparagraphs (b) and (c) below, Tenant shall arrange and pay for the utility services required by Tenant for its use and occupancy of the Leased Premises.

(b) "House" Electricity; Trash: Landlord shall arrange for "house" electricity related to exterior and sign lighting where so provided through the "house" panel and for trash removal from a common dumpster or similar container. All costs associated with "house" electricity and trash removal shall be included in the Common Areas Expenses set forth in Paragraph 1(e) of this Schedule B.

(c) Water and Sewer: Landlord shall provide and pay for public water and sanitary sewer for the Building. Landlord shall install and maintain a separate flow meter for the Leased Premises and Tenant shall reimburse Landlord, on demand, as additional rent, for all costs of water and sewer attributable to the Leased Premises based on the amount of water and sewer used by the Leased Premises.

8. TAXES: Tenant shall promptly pay when due all taxes assessed against fixtures and equipment installed by Tenant. Landlord shall promptly pay when due all real estate taxes and personal property taxes (if any) assessed against the land and building containing the Leased Premises.

9. INDEMNITY:

(a) To the extent permitted by law, Tenant shall indemnify, defend, and hold harmless Landlord against all expenses, liabilities, and claims of every kind, including reasonable attorneys fees, by or on behalf of any person or entity arising out of either: (i) a failure by Tenant to perform any of the terms or conditions of this Lease, (ii) the operation of Tenant's business or the actions or omissions of Tenant, its agents, employees, licensees, customers or invitees, (iii) failure by Tenant to comply with any law of any governmental authority, or (iv) any mechanic's lien or security interest filed against the Leased Premises or

equipment, materials, or alterations of buildings or improvements thereon resulting from any activity of Tenant, its agents or employees.

(b) Landlord shall indemnify defend and hold harmless Tenant against all expenses, liabilities, and claims of every kind, including reasonable attorneys fees, by or on behalf of any person or entity arising out of either: (i) Landlord's failure to perform any of the terms or conditions of this Lease, (ii) the actions or omissions of Landlord, its agents, employees, licenses, tenants, or invitees, (iii) failure by Landlord to comply with any law of any government authority, or (iv) Landlord's negligence or willful misconduct, or the negligence or willful misconduct of any of Landlord's employees, agents or contractors.

10. INSURANCE; LIABILITY: Tenant shall be responsible for any damage to the property of Landlord which may result from any use of the Leased Premises, or any act done thereon, by Tenant or any person coming or being thereon by the license of Tenant, express or implied, and except for injuries or damage caused by the negligence or willful acts of Landlord, its agents, or employees. The following provisions shall be complied with:

(a) Liability Policy: During its occupancy of the Leased Premises, Tenant shall keep in full force and effect, at its own expense, a policy or policies of public liability insurance with respect to the Leased Premises and the business of Tenant, in which both Tenant and Landlord shall be additional insureds as their respective interests may appear and adequately covered under reasonable limits of liability of not less than \$2,000,000.00 for both personal injury and/or death, and for property damage and all other liabilities. Tenant further agrees to maintain standard workers compensation insurance to the extent required by applicable laws. Additionally, if liquor or other alcoholic beverages are sold from the Leased Premises, Tenant shall maintain liquor liability or "dram shop" insurance in the limits set forth above with Landlord named as an additional insured.

(b) Tenant's Casualty Insurance: Tenant will keep in force and effect, such policies of fire insurance with extended coverage as may be necessary and advisable to protect Tenant from loss by fire or other casualty of its property, including interior alterations and improvements made at the Tenant's expense, in the Leased Premises. All Tenant's personal property of every kind in or about the Leased Premises shall be at Tenant's risk, or at the risk of those claiming under Tenant. Tenant will request each insurance company insuring the Leased Premises against loss by fire or other casualty, to waive subrogation against Landlord.

(c) Landlord's Casualty Insurance: Landlord will keep in force and effect, such policies of fire insurance with extended coverage as may be advisable or necessary to protect Landlord from loss by fire or other casualty at full replacement cost but such policies shall be limited to the basic building and the Leased Premises originally constructed by Landlord and shall contain no provision for loss of use and occupancy by Tenant. Landlord, to the extent that it is authorized so to do by the provisions of any fire insurance policy covering the Leased Premises, hereby waives any right to recover from Tenant for any loss or damage to the Leased Premises from risks ordinarily insured against under a standard fire policy with extended coverage. Landlord will request each insurance company insuring the Leased Premises against loss by fire, to waive subrogation against Tenant.

(d) Non-Liability of Landlord; Waiver of Claims: In addition to any other provisions of this Lease, Tenant agrees that Landlord and its agents and employees shall not be liable for, and Tenant waives, all claims for damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Leased Premises or building of which they shall be a part, unless such accident or occurrence shall be the result of the negligence or willful acts of Landlord, or its agents or employees.

(e) Certificate of Insurance: Tenant shall furnish Landlord with certificates or other acceptable evidence that all such insurance is in effect and that all of said policies contain provision prohibiting cancellation without at least fifteen (15) days notice to Landlord.

(f) Increase in Rate of Insurance: In the event Tenant or its use and occupancy of the Leased Premises causes, for any reason whatsoever, after initial occupancy by Tenant, any additional charge or increase in the rate of insurance on the Leased Premises, the building in which the Leased Premises are situated, or on any other adjoining building, or in any way impairs or invalidates the obligation of any policy of insurance on or in reference to the Leased Premises, the building in which the Leased Premises are situated, or on any other adjoining building, Tenant agrees to pay upon demand, as additional rent, any increase in premiums for insurance that may be charged during the term of this Lease on the amount of insurance to be carried by Landlord on the Leased Premises, the building in which the Leased Premises are situated, or on any other adjoining building, resulting from the business carried on in the Leased Premises by Tenant, whether or not Landlord has consented to same.

(g) Proceeds of Insurance: Unless the parties otherwise agree in writing, Landlord shall have no interest in the proceeds of any insurance carried by Tenant on Tenant's interest in this Lease and Tenant shall have no interest in the proceeds of any insurance carried by Landlord, despite Tenant's reimbursement of Landlord for a portion of the premiums.

(h) Key Man Insurance: Intentionally omitted.

11. DAMAGE BY FIRE OR OTHER CASUALTY: If the Leased Premises, the means of ingress and egress thereto or any other property of the Landlord essential to the Tenant's occupation or use of the Leased Premises, shall, in the opinion of a registered architect or engineer appointed by either

party, be totally destroyed by fire or other casualty, or so partially destroyed or damaged as to render the Leased Premises or said other essential property of the Landlord incapable of use or of being repaired within a period of one hundred eighty (180) days from the date of the fire or casualty, this Lease, at the option of Tenant, shall terminate as of the date of such occurrence.

If (a) the conditions set forth in the prior sentence exist but Tenant does not terminate this Lease or (b) if the Leased Premises, the means of ingress and egress thereto and/or said other essential property of Landlord (as the case may be) is capable of being repaired within a period of one hundred eighty (180) days from the date of the fire or other casualty, then this Lease shall not be terminated, and Landlord shall promptly rebuild and/or repair the Leased Premises. In such event, the rent shall be adjusted for the period in which use or occupation of the Leased Premises is diminished by such fire or other casualty. Such adjustment shall be based on the value of the Leased Premises during the period of diminished use or occupation.

If the Leased Premises, the means of ingress and egress thereto and/or said other essential property of Landlord are damaged, in the manner and to the extent described in the first sentence of this Paragraph 11, by casualty not covered by insurance carried by Landlord, Landlord shall have the option to elect not to repair such damage at its expense, in which case Landlord may, within thirty (30) days next following such occurrence, notify Tenant to this effect and this Lease shall terminate as of the date of such occurrence.

12. EMINENT DOMAIN:

(a) If the whole or any substantial part of the Leased Premises, of the means of ingress and egress thereto, or of any other property of Landlord's (including parking) essential to Tenant's conduct of its business from the Leased Premises, shall be acquired or condemned by right of eminent domain for any public or quasi public use or purpose, then either party, at its election, may terminate this Lease and in such event rent shall be apportioned and adjusted as of the date of termination.

(b) The term "eminent domain" shall include the exercise of any governmental power and purchase or other acquisition in lieu of condemnation.

13. ASSIGNMENT OR SUBLEASE: Tenant shall not assign or sublease the premises, or any right or privilege connected therewith, or allow any other person except agents, employees, invitees or customers of Tenant to occupy the premises, or any part thereof without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, delayed, or conditioned, and paying an administrative fee of up to \$500.00 to the Landlord. The transfer of a majority of the ownership interests of Tenant whether in a single transaction or a series of transactions shall be deemed an assignment of this Lease and shall require the prior written consent of Landlord, which shall not unreasonably be withheld. Consent by Landlord shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant shall be void, and at Landlord's option, shall afford Landlord the option to terminate the lease. The interest of Tenant in this lease is not assignable by operation of law without the written consent of Landlord, which consent may be reasonably withheld.

14. BANKRUPTCY: Tenant shall not cause or give cause for the institution of legal proceedings seeking to have Tenant adjudicated bankrupt under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for Tenant's assets, and shall not make an assignment for the benefit of creditors or become or be adjudicated insolvent. Neither this Lease, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state, or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay its debts, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in any such events, Landlord may, at its option terminate this Lease and all rights of Tenant, by giving Tenant notice in writing of the election of Landlord so to terminate, and, notwithstanding any other provision of this Lease, Landlord shall forthwith, upon any such termination, be entitled to recover the rent, reserved in this Lease for the residue of the term hereof, less the fair rental value of the Leased Premises for the residue of said term.

15. SURRENDER: At the expiration or earlier termination of this Lease, Tenant shall remove its personal property and exterior signage and shall peaceably and quietly quit, surrender and deliver the Leased Premises to Landlord in compliance with Paragraph 4 above (including all keys and combinations to all locks and safes) in as good state and condition as they were at the commencement of this Lease, with reasonable use and wear thereof excepted, and damage or destruction by fire, the elements or other casualty excepted. Any trade fixtures, equipment, or personal property remaining on the Leased Premises after surrender shall be deemed abandoned by Tenant and shall belong to Landlord, and Landlord may dispose of the same without any liability to Tenant.

16. HOLDING OVER: Tenant agrees to vacate the Leased Premises at the end of the lease term or any extension thereof, and Landlord shall be entitled to the benefit of all summary proceedings to recover possession of the Leased Premises at the end of the term, as if statutory notice had been given. If Tenant remains in possession of the Leased Premises after the expiration of the term, such action shall not renew the Lease by operation of law and nothing herein shall be deemed as a consent by Landlord to Tenant's remaining in the Leased Premises. If Tenant fails to vacate the Leased Premises as required, Tenant shall pay Landlord an amount equal to twice the monthly rent then in effect for the period of time

during which possession is so withheld. Tenant shall also pay all additional rent and other charges for such period. Neither these provisions nor the acceptance of such payments by Landlord shall constitute a waiver of Landlord's right to re-enter the Leased Premises or terminate this Lease. Tenant shall indemnify Landlord against all claims for damages by and liability to any person to whom Landlord may have leased all or any part of the Leased Premises effective after the end of the term in the event such other party cannot take possession due to a holding by Tenant.

17. DEFAULT AND REMEDIES:

(a) Events of Default: Each of the following shall constitute an Event of Default ("Event of Default"):

(i) The business being conducted in the Leased Premises shall at any time be subsequently terminated. Failure of the Tenant to conduct business for thirty (30) consecutive days without prior written consent from the Landlord shall constitute a termination of business;

(ii) The Tenant shall fail to pay when due any installment of rent herein reserved or any other sum of money when due within five (5) days after Landlord has given Tenant written notice that payment has not been received on the due date;

(iii) The Tenant shall be in default in the performance of any other of the terms, covenants, conditions or provisions herein contained binding upon Tenant after Landlord has given Tenant thirty (30) days prior written notice of such non-performance as to a non-monetary default (or such additional reasonable time within Landlord's discretion if cure is not practicable within such thirty (30) day period and Tenant has commenced the cure and is diligently continuing to completion such cure; provided, however, in no event shall such period exceed ninety (90) days) and further provided that the failure to perform the same term, covenant, agreement or condition two or more times in a lease year shall be an automatic default by Tenant and no notice or opportunity to cure shall be required;

(iv) The Tenant shall become insolvent, shall make a general assignment for the benefit of its creditors, or shall file any bankruptcy or other insolvency proceeding or have any such proceedings filed against it which is not dismissed within sixty (60) days of such filing or in the event a receiver shall be appointed for Tenant or a substantial part of its property and such receiver is not removed within thirty (30) days after appointment.

(b) Remedies: Upon the occurrence of an Event of Default, Landlord, at its option and without further notice or demand to Tenant, in addition to all other rights or remedies provided in this Lease, at law or in equity, shall elect any/or all of the following remedies:

(i) Landlord may proceed as it deems advisable to enforce the provisions of this Lease at law or in equity;

(ii) Landlord at any time thereafter may, at Landlord's option, terminate this Lease upon five (5) days written notice to Tenant. Tenant shall then quit and surrender the Leased Premises to Landlord, but Tenant shall remain liable under this Lease as provided in this Section.

(iii) Landlord may reenter the Leased Premises and may repossess the Leased Premises. Upon such reentry or repossession, Landlord may dispossess Tenant and may remove Tenant from the Leased Premises without further notice to Tenant;

(iv) Landlord may cure the breach or default at Tenant's expense, and all costs incurred by Landlord in curing the same (including reasonable attorney's fees), plus interest on such costs at the Interest Rate, as hereinafter defined, from the date of such expenditure(s) until reimbursed to Landlord, shall be Additional rent payable to Landlord on demand. In such circumstances, Landlord shall give notice to Tenant as soon as reasonably practicable subsequent to the exercise of self-help remedies. Nothing in this Section shall preclude Landlord's exercise of self-help rights as otherwise expressly set forth in this Lease.

(v) Landlord may proceed to collect all rents and other charges owed by sub Tenants of Tenant and other occupants of the Leased Premises directly from such parties, with such rents and other charges collected by Landlord to be applied first towards satisfaction of Tenant's obligations under this Lease with the balance (if any) to be applied towards satisfaction of Tenant's obligations under its subleases and other occupancy agreements affecting the Leased Premises.

(c) In case of any reentry, termination of this Lease or dispossession of Tenant's possession by summary proceedings or otherwise,

(i) Tenant shall remain liable for (A) all rent and damages that may be due or sustained by Landlord up to the time this Lease terminates or Landlord takes possession of the Leased Premises, and the performance of all other obligations of Tenant accruing under this Lease through such date (collectively "Accrued Damages"); (B) all reasonable costs, fees and expenses (including reasonable attorney's fees and expenses and brokerage commission and fees) incurred by Landlord in pursuit of its remedies under this Lease and in leasing the Leased Premises to others from time to time (the "Collection Damages") (all such Accrued Damages and Collection Damages are referred to collectively as the "Default Damages"); and (C) Future Damages (as defined below).

At the sole election of Landlord, "Future Damages" shall be equal to one of the following: (x) the amount (the "Deficiency") by which (A) the rent reserved under this Lease until the stated expiration date of the then current Term exceeds (B) the amount of rent, if any, that Landlord shall receive during the same period from others to whom the Leased Premises may be rented, from which Landlord may deduct all Default Damages owing to Landlord; or (y) an amount equal to the present worth (as of the date of such termination) of rent which, but for the termination of this Lease, would have become due during the remainder of the Term, less the fair rental value of the Leased Premises for the remainder of the Term, as determined by an independent real estate appraiser selected by Landlord, in which case such Future Damages shall be payable to Landlord in one lump sum on demand and shall bear interest at the Interest Rate, as hereinafter defined, until paid. For the purposes of this subparagraph, "present worth" shall be computed by discounting such amount to present worth at a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank nearest to the location of the Leased Premises.

All Default Damages and Future Damages shall bear interest at the Interest Rate, as hereinafter defined, from the date when the same accrue until paid. Tenant shall pay all Default Damages and all Future Damages to Landlord immediately upon receipt of a billing therefore; however, the amount of rent which constitutes Future Damages shall continue to be due and payable in full, without any notice or billing required, in advance on the first day of each month, and any proceeds of reletting that reduce Tenant's Deficiency shall be appropriately credited to Tenant.

"Interest Rate" shall mean the "Prime Rate" (or generally accepted successor index to Prime Rate) plus two percent (2.0%). "Prime Rate" shall be the rate reported as such in the "Money Rates" column of the Wall Street Journal or successor publication. Adjustments to the Interest Rate shall be effective as of the date that the Prime Rate changes.

(ii) Landlord may re-let all or part of the Leased Premises, in one or more leases, either in Landlord's own right or as agent for Tenant, accepting any rents then obtainable, for a term or terms that may be greater or less than the balance of the Term of this Lease, and Landlord may grant reasonable concessions or free rent for a reasonable period of time without affecting Tenant's liability for rent under this Lease if such concessions and/or free rent are reasonably required to induce Tenants to enter into leases.

(iii) Landlord may make such reasonable alterations, repairs and improvements to the Leased Premises that it considers advisable and necessary in its reasonable business discretion, for the purpose of reletting the Leased Premises, and the costs of such work shall be considered Default Damages. Such alterations, repairs and improvements shall not operate or be construed to release Tenant from any liability under this Section.

(d) If Landlord has terminated this Lease or re-entered the Leased Premises as a consequence of an Event of Default, Landlord agrees to use commercially reasonable efforts to relet the Leased Premises, taking into account such factors as creditworthiness, Tenant mix and other factors that affect the long-term value of the Leased Premises and Building and do not necessarily result in the maximum amount of rent on a short-term basis. Landlord shall not be liable for the failure to relet the Leased Premises, provided that Landlord has used commercially reasonable efforts to do so as provided above, or for Landlord's failure or inability to collect any rent under any re-letting.

(e) Any action taken by Landlord under this Section shall not waive any right that Landlord might have against Tenant for rent reserved in this Lease or otherwise, and Tenant shall remain responsible to Landlord for any cost, loss and damage suffered by Landlord by reason of Tenant's default or breach.

18. LEGAL EXPENSES: Intentionally omitted.

19. PLURAL, SINGULAR; GENDER: Throughout this Lease, the singular shall include the plural, and the neuter shall mean the masculine or the feminine, whenever the context so requires.

20. HEADINGS: Headings of the paragraphs and subparagraphs of this Lease are for convenience only and do not define, limit or construe the contents of such paragraphs and subparagraphs.

21. SEVERABILITY: If any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, all of which other provisions shall remain in full force and effect.

22. BINDING EFFECT; GOVERNING LAW; VENUE: This Lease shall be binding upon the heirs, successors and assigns of the respective parties hereto, and shall be construed in accordance with the laws of the Commonwealth of Virginia. The exclusive venue for the resolution of any and all disputes arising under this Lease shall be the courts serving Albemarle County, Virginia.

23. AUTHORITY TO ACT: Tenant is a political subdivision of the Commonwealth of Virginia governed by a Board of Supervisors. The Albemarle County executive is authorized to execute this Lease on behalf of the Tenant. At Landlord's request, Tenant shall provide to Landlord copies of Tenant's authorizing resolution.

24. ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties, and supersedes all prior communications, representations or agreements, whether oral or written, between



the parties with respect to the subject matter of this Lease. Any additions or alternations to this Lease shall have no force and effect unless made in writing and signed by the parties.

LANDLORD: MARCH MOUNTAIN PROPERTIES, L.L.C.

\_\_\_\_\_  
By: William B. Walton, III  
Managing Agent

\_\_\_\_\_  
Date

TENANT: COUNTY OF ALBEMARLE VIRGINIA

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
\_\_\_\_\_  
Date

Item No. 8.6. ZMA-2015-00001 Special Exception to Vary Old Trail Village Code of Development. *White Hall Magisterial District.*

The Executive Summary forwarded to the Board states that A zoning map amendment was approved for Old Trail Village on February 10, 2016 to amend the original 2005 rezoning of the property from Rural Areas, R-1, and R-6 to Neighborhood Model District, inclusive of an Application Plan and Code of Development. An application for an initial site plan has been approved for this property (SDP2016-00033). Thirty-two (32) variations to the Application Plan and/or Code of Development have previously been granted. The Applicant has requested a special exception to vary the minimum and maximum number of dwelling units required by Table 5 of the Code of Development. This variation is necessary to move forward with the review of the final site plan for Blocks 5, 20 and 21.

County Code § 18-8.5.5.3 allows special exceptions to vary approved Application Plans and Codes of Development upon considering whether the proposed variation: (1) is consistent with the goals and objectives of the comprehensive plan; (2) does not increase the approved development density or intensity of development; (3) does not adversely affect the timing and phasing of development of any other development in the zoning district; (4) does not require a special use permit; and (5) is in general accord with the purpose and intent of the approved application. County Code § 18-33.5(a)(1) requires that any request for a variation be considered and acted upon by the Board of Supervisors as a special exception. Staff opinion is that the two requested variations meet the five criteria listed. A detailed analysis is provided in the Staff Report (Attachment A).

There is no budget impact.

Staff recommends that the Board adopt the attached Resolution (Attachment D) approving the special exception to permit the requested variation for Table 5, as described in the attached staff report.

**By the above-recorded vote, the Board adopted the following resolution approving the special exception to permit the requested variation for Table 5, as described by staff:**

**RESOLUTION TO APPROVE SPECIAL EXCEPTION  
FOR ZMA 2015-01, OLD TRAIL VILLAGE,  
TO VARY THE OLD TRAIL VILLAGE CODE OF DEVELOPMENT**

**WHEREAS**, March Mountain Properties, LLC (the "Owner") is the owner of Tax Map and Parcel Number 055E0-01-00-000A1; and

**WHEREAS**, the Owner filed a request for a special exception to vary the Code of Development approved in conjunction with ZMA 2015-01, Old Trail Village, to vary the minimum and maximum number of dwelling units required by Table 5 of the Code of Development for Blocks 5, 20 and 21 to allow a maximum of 90 units in Block 20 and to allow a minimum of five units in Block 21.

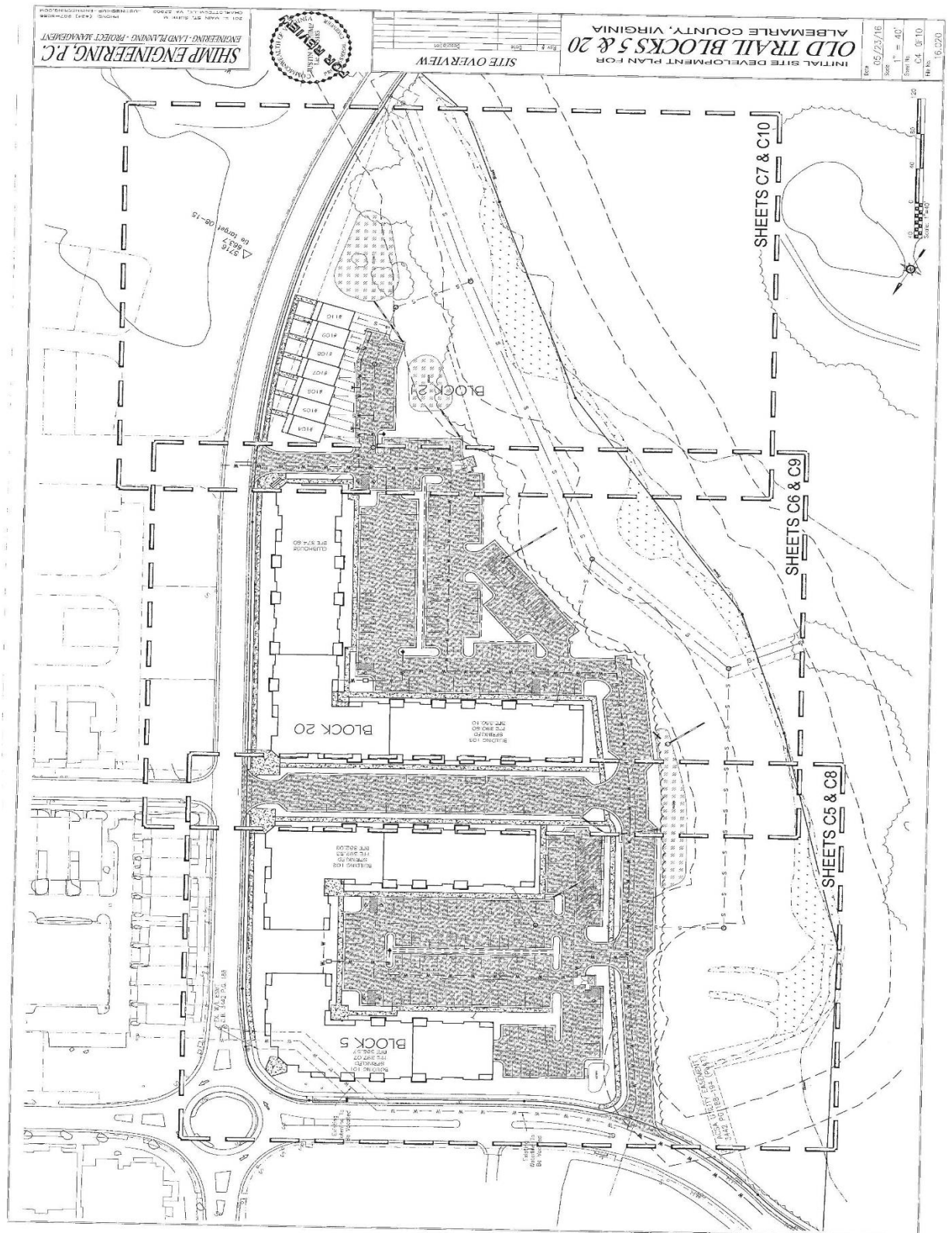
**NOW, THEREFORE, BE IT RESOLVED** that, upon consideration of the foregoing, the executive summary prepared in conjunction with the special exception request, staff's supporting analysis included in the executive summary and the attachments thereto, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-8.5.5.3(a)(1), 18-33.5(a)(1), and 18-33.9, the Albemarle County Board of Supervisors hereby approves the special exception to vary the Code of Development approved in conjunction with ZMA 2015-01, Old Trail Village, to vary the number of dwelling units in Block 20 and Block 21, subject to the conditions attached hereto.

\*\*\*\*\*

**ZMA 2015-01, Old Trail Village Special Exception Condition**

1. The maximum number of units permitted in Block 20 shall be ninety (90) units.
2. The minimum number of units permitted in Block 21 shall be five (5) units.





Item No. 8.7. ZMA2002-04 Special Exception to Vary Cascadia Code of Development (Variation #13). *Rivanna Magisterial District.*

The Executive Summary forwarded to the Board states that Cascadia is located in the Pantops neighborhood, on Route 20 across from Darden Towe Park and near Fontana and Avemore. It was rezoned (ZMA 2002-04) to Neighborhood Model District, with an associated Application Plan and Code of Development (COD), in August 2006. The owner has requested a special exception to allow a variation from the approved COD street section standards that apply to Delphi Drive, a street connecting Cascadia to Fontana Drive.

The applicant is requesting a variation from the approved COD street section standards approved with Cascadia that would apply to Delphi Drive. The request is to eliminate a section of sidewalk on the east side of Delphi Drive due to a conflict with Dominion Power utilities. County Code § 18-8.5.5.3 allows special exceptions to vary approved Application Plans and Codes of Development upon considering whether the proposed variation: (1) is consistent with the goals and objectives of the comprehensive plan; (2) does not increase the approved development density or intensity of development; (3) does not adversely affect the timing and phasing of development of any other development in the zoning district; (4) does not require a special use permit; and (5) is in general accord with the purpose and intent of the approved application. County Code § 18-33.5(a)(1) requires that any request for a variation be considered and acted upon by the Board of Supervisors as a special exception. The Board has approved 12 other variations for Cascadia. Staff opinion is that the requested variation meets the five criteria listed. A detailed analysis is provided in the Staff Report (Attachment A).

There is no budget impact.

Staff recommends that the Board adopt the attached Resolution (Attachment C) approving the special exception to eliminate the sidewalk on the east side of Delphi Drive, as described in the attached staff report.

**By the above-recorded vote, the Board adopted the following resolution approving the special exception to eliminate the sidewalk on the east side of Delphi Drive, as described by staff:**

**RESOLUTION TO APPROVE SPECIAL EXCEPTION  
FOR ZMA 2002-004, CASCADIA,  
TO VARY CASCADIA CODE OF DEVELOPMENT**

**WHEREAS**, Towne District LLC is the owner of Tax Map and Parcel Number 06200-00-00-02500 (the "Property"); and

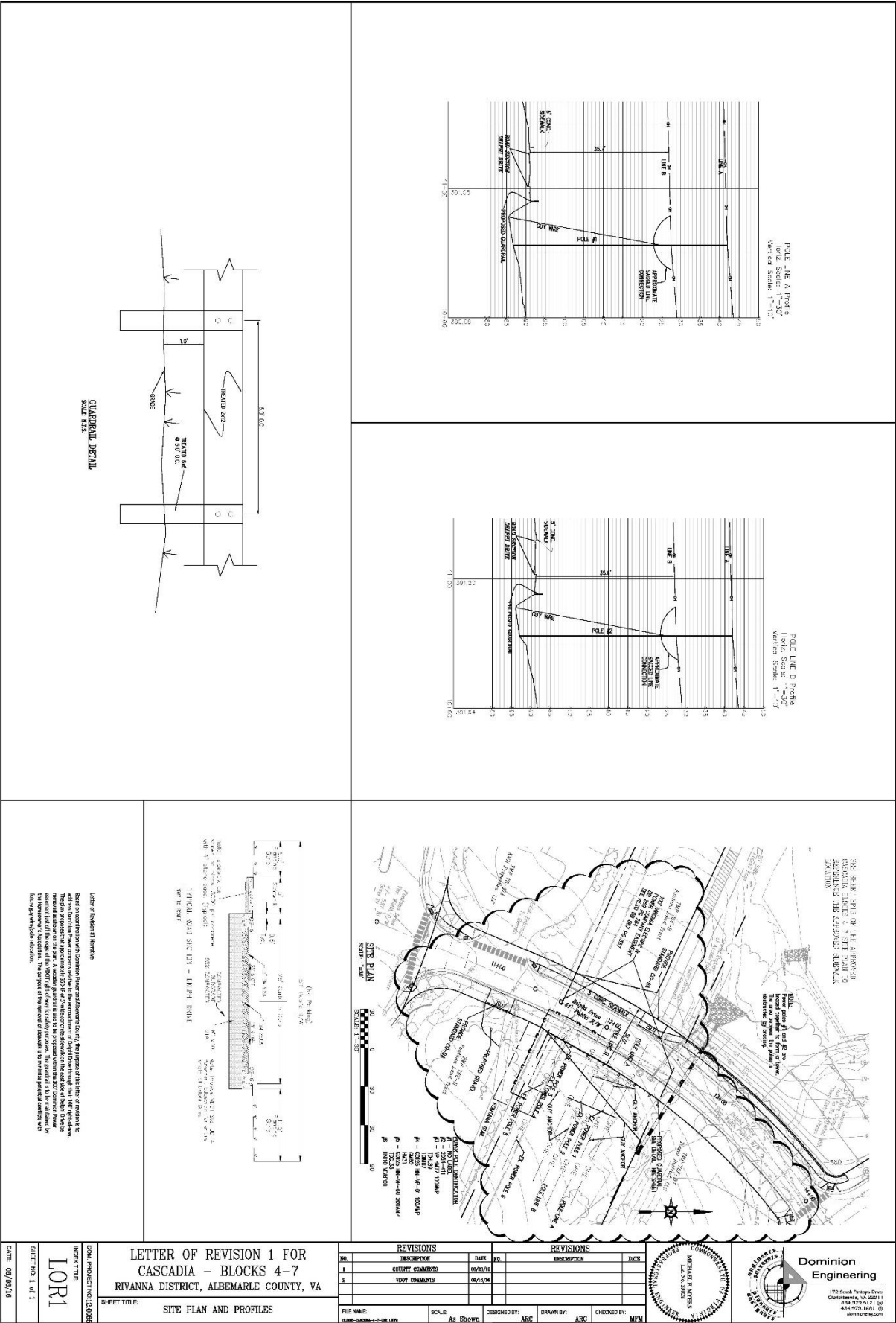
**WHEREAS**, Towne District LLC filed a request for a special exception in conjunction with a request to amend the site plan that was approved on November 4, 2014 as part of SDP 2013-25. The special exception request is to vary the Cascadia Code of Development approved in conjunction with ZMA 2002-004 Cascadia to vary the street section standards that apply to Delphi Drive to allow the elimination of the sidewalk on the east side of Delphi Drive as shown on the Plan entitled "LOR 1 for Cascadia Blocks 4-7" prepared by Dominion engineering dated June 3, 2016.

**NOW, THEREFORE, BE IT RESOLVED** that, upon consideration of the foregoing, the executive summary prepared in conjunction with the special exception request, staff's supporting analysis included in the executive summary and the attachments thereto, and all of the factors relevant to the special exceptions in Albemarle County Code §§ 18-8.5.5.3(a)(5)) and 18-33.9, the Albemarle County Board of Supervisors hereby approves the special exception to vary the Code of Development approved in conjunction with ZMA 2002-004 Cascadia, as described hereinabove, subject to the condition attached hereto.

\* \* \* \* \*

**Special Exception to Vary Cascadia Code of Development  
Special Exception Condition**

1. The street standards shall be varied to allow the elimination of the sidewalk on the east side of Delphi Drive as shown on the Plan entitled "LOR 1 for Cascadia Blocks 4-7" prepared by Dominion engineering dated June 3, 2016 (Variation No. 13).



Item No. 8.8. County Grant Application/Award Report, **was received as information.**

The Executive Summary forwarded to the Board states that Pursuant to the County's Grant Policy and associated procedures, staff provides periodic reports to the Board on the County's application for and use of grants.

The attached Grants Report provides a brief description of five grant awards received during the time period of August 20, 2016 through September 16, 2016.

This report also includes a comprehensive look at potential Five Year Financial Plan implications if projects and/or programs that are supported by grants are continued with local funding after the grants end. As grant funding ends, recommendations will be included in the County Executive's proposed annual budgets for the Board's consideration as to whether local funding should be used to continue those projects and programs. No County funds will be used to fund the continuation of those projects and programs without Board approval.



The budget impact is noted in the summary of each grant.

GRANT REPORT ACTIVITY – August 20, 2016 through September 16, 2016

No applications were made during this time.

Awards were received for the following grants:

Granting Entity	Grant Project	Type	Amount Requested	Match Required	Match Source	Department	Purpose
Department of Transportation National Highway Traffic Safety Administration	Department of Motor Vehicles (DMV) Driving Under Influence (DUI) Reduction	Federal	\$24,132.00	\$1,132.00	Grants Leveraging Fund	Police	This grant will be used to provide additional funds for increased DUI enforcement in the County and for the procurement of radar in an effort to reduce DUI related traffic crashes.
Department of Transportation National Highway Traffic Safety Administration	Department of Motor Vehicles (DMV) Speed Reduction	Federal	\$9,336.00	\$715.00	Grants Leveraging Fund	Police	This grant will be used to provide additional funds for increased traffic safety enforcement in the County.
Virginia Department of Emergency Management	FY16 Local Emergency Management Performance Grant (LEMPG)	State	\$25,452.00	\$8,484 by County, City, and UVA	Budgeted within ECC Department Budget	Emergency Communications Center	This grant will be used to support the development and maintenance of a Comprehensive Emergency Management Program. The funding will be used to support the Office of Emergency Management by augmenting salary, website support, training and education, materials and supplies, and technology equipment to update the Emergency Operations Center.
Federal Emergency Management Agency	Assistance to Firefighters Grant	Federal	\$401,823.00	\$0	None	Fire Rescue	This grant will be used to expand the marketing campaign for volunteer recruitment, supporting costs of new volunteers and provide training for focused volunteer retention.
Virginia Department of Housing and Community Development	Alberene Community Housing Rehabilitation	Federal	\$855,000.00	\$0	None	Housing	This grant will be used to rehabilitate approximately 30 homes with critical repair needs over two years.

Comprehensive Look at Potential Five Year Financial Plan Grant Impacts:

The following chart includes grants that are expected to end within the next five years and an estimate of the County’s cost over the next five years if the grant-supported position, project or program is continued after the grant ends. The continuation of those positions, projects and programs will be considered as part of the County’s annual budget process.

						Potential Financial Impact - Includes Five Year Plan salary assumptions				
Grant Name	Summary	# of FTE	Designation of Current Budget Match	Expected End Date	FY17 Grant Amount*	FY18	FY19	FY20	FY21	FY22
FY16 Byrne/Justice Assistance Grant (JAG) Law Enforcement	This grant provides funding for a current police Sergeant position to form and lead the new Problem Oriented Policing (POP) Team and includes overtime/equipment/ supporting costs. This grant requires the local match to increase each year with the goal at the end of the grant to be for a full time employee to be hired and associated costs to be absorbed in the department.	1	Grants Leveraging Fund	6/30/2020	\$104,925.00	\$ 69,754.50	\$ 104,631.75	\$ 139,509.00	\$ 139,509.00	\$ 139,509.00
FY16 Byrne/Justice Assistance Grant (JAG) Crime Analysis	This grant provides funding for the current Crime Analyst position. The grant requires the local match to increase each year with the goal at the end of the grant to be for a full time employee to be hired.	1	Police Department	6/30/2018	\$16,939.00	\$ 69,313.00	\$ 69,313.00	\$ 69,313.00	\$ 69,313.00	\$ 69,313.00
*does not include local match funds						\$139,067.50	\$ 173,944.75	\$ 208,822.00	\$ 208,822.00	\$ 208,822.00

The following chart includes an estimate of the County’s cost over the next five years for the replacement of equipment that was purchased with grant funding. The replacement of such equipment will be considered as part of the County’s annual budget process.

					Potential Financial Impact				
Grant Name	Summary	# of FTE	Designation of Current Budget Match	Actual End Date	FY18	FY19	FY20	FY21	FY22
2006 Assistance to Firefighters	This grant provided funds for the purchase of turnout gear in 2006. The equipment life is now expiring and the estimated amount of approximately \$140,000, which is typically budgeted in a given year for this expense, is now estimated to be inadequate to replace the equipment over time. The additional funds listed in this chart reflects the additional costs estimated to replace this equipment each year. Costs in the out years is estimated to decrease due to the newly centralized management process and expected efficiencies.	0	Fire Rescue Fund	6/30/2006	\$ 236,700.00	\$191,800.00	\$ 147,090.00	TBD	TBD
Equipment Grant	This grant provided funds for the purchase of fitness equipment. The equipment life span is expiring.	0	Fire Rescue Fund	6/30/2009	\$ 40,356.00	\$ 53,345.00	\$ 54,934.00	TBD	TBD
					\$ 277,056.00	\$245,145.00	\$ 202,024.00	\$ -	\$ -

Item No. 8.9. Human Resources 2015-2016 Local Government Annual Report, ***was received as information.***

Item No. 8.10. Board-to-Board, September 2016, **A monthly report from the Albemarle County School Board to the County Board of Supervisors, was received as information.**

Item No. 8.11. Rivanna Water and Sewer Authority Quarterly Report, ***was received as information.***

The following report was received from Mr. Lonnie Wood, Interim Executive Director:

“This is a written quarterly update to be included with your September meeting material and information packets as needed. I would be happy to be in attendance if desired, otherwise, this report will be used at your discretion. Please let your staff know if you have any follow-up questions, and I will be happy to provide additional information:

1. Water Treatment Plant Granular Activated Carbon Filtration Improvements: Construction is well underway to incorporate advanced carbon filtration technology at RWSA's water treatment plants, supporting an interest developed from within the community. In addition to installing the GAC contactor units and other GAC related treatment facilities, this project is also performing various other needed upgrades at several of the water treatment plants. The total project costs are roughly \$ 29.7 million. A summary of the upgrades are as follows:
  - South Rivanna WTP: Construction of additional clearwell storage; installation of a chlorine contact tank; replacement of the lime feed system; upgrades to the filter underdrains and backwash system; replacement of the filter media; sound attenuation and ventilation improvements for the high service pump station; installation of a variable frequency drive and soft start motor for pumps at the raw water pump station; installation of new raw water and finished water flow meters, and several improvements to the residuals management facilities.
  - Observatory WTP: Construction of a new chlorine contact tank; upgrades to chemical feed systems; and installation of a finished water flow meter.
  - North Rivanna WTP: Installation of new filter control valves; new pump control valves; new filter sludge removal equipment; new electrical system upgrades throughout the plant; new finished water flow meter; and the installation of a surge relief mechanism.
  - Crozet WTP: Upgrade of the chlorine feed system to a modern hypochlorite feed system; install a finished water meter with appurtenances; and replacement of the existing fluoride and corrosion inhibitor chemical feed systems. The new chemical feed systems will be housed in additional rooms in the future GAC contactor building. This new location will allow for shorter chemical feed lines.

This project will advance drinking water quality provided to our citizens by ACSA and the City, which is already high quality, to a superior level. Completion is anticipated in late 2017. To date, all five sites are mobilized with significant ongoing construction.

2. Sugar Hollow Reservoir: The last quarterly update communicated several possible factors affecting the significant drop in the reservoir levels seen in the spring and the actions staff was taking to address this issue. As background, we experienced lower than normal reservoir levels last spring at Sugar Hollow which prompted the Authority to review the permitted release regimen and all the variables involved in determining the permitted minimum flow release from the reservoir. To address this concern, as well as balance the objectives set by the permit, Rivanna reduced the release for several months to temporarily stop the reservoir decline and gave staff time to work on this effort. This temporary reduction in the minimum release was approved by DEQ.

Rivanna and DEQ worked together to get a better understanding of the various issues at play that caused the reservoir levels to drop so quickly by using temporary stream gages up and down stream of the reservoir. This was done on several occasions. The result was that the initial assessment of the problem, which was the calculation within the permit using the Mechums River gage, was not the issue. The issue was a combination of the calibration/calculation of the meter and the meter location used for the release at dam. The location is difficult to get a good reading on the meter from a hydraulic perspective which causes calibration issues. It was determined that the Authority was releasing more from the reservoir than was actually required in the permitted minimum release. Once this issue was discovered and temporarily corrected, the reservoir levels stopped their previous decline after going back to the permitted release regimen.

Staff is now working to permanently locate the meter and rework the piping that will be more appropriate to attain an accurate metered flow for the release and a better method for calibration purposes and verification in the future.

3. Reservoir Management Study: Phase 1 of this study is now complete which included the following work by both staff and the consultant:
  - Review and analysis of existing watershed, reservoir inflow, and reservoir data.
  - Identification of the factors and sources that result in existing or potential water quality concerns related to algal growths or that may interfere with the treatment of raw water at the Authority's water treatment plants.
  - Review and suggest modification to current monitoring plan.
  - Identification of key factors or parameters that are regularly or seasonally carried by streams from the watershed to the reservoirs and contribute to water quality problems related to algal blooms.
  - Development of strategies for management of water quality in the Authority's five drinking water reservoirs.

At the May 2016 meeting a summary of the Phase 1 work was presented to the Board. The Board also requested that a less formal, summary report to be prepared for the public for distribution as needed. We are pleased to provide you with the summary public document Reservoir Water Quality and Management Study: A First Look. Both the detailed report and this condensed summary are also available on our website at [www.rivanna.org/reservoir-study](http://www.rivanna.org/reservoir-study).

From the consultant's presentation at the May Board meeting, an additional year of study is needed to formulate recommendations going forward to improve the raw water quality in our water supplies. Phase 2 of the study is now underway which will allow staff and the consultant to analyze additional data, conduct additional sampling and flow studies to further understand the processes occurring within our reservoirs, identify the sources of nutrient loadings (internal vs. external), and allow for refinement of the proposal for reservoir management methods which may help to minimize the use of algaecides for the control of algae. A final report will be presented to the Board, along with recommendations in 2017.

RWSA currently employs a comprehensive monitoring program to sample, identify and count algal populations in the reservoirs, which was incorporated in the overall effort on this study. By conducting this sampling program with existing staff, we have saved roughly \$180,000 on sampling and lab analysis that would have otherwise been performed by consultants in the first phase alone. We have observed and treated algal blooms in our reservoirs when necessary over the last two plus years. One purpose of this water quality management study is to identify other strategies and methodologies for reducing the occurrence of algal blooms and their impacts to our reservoirs.

4. Schenks Branch Interceptor Replacement: The City's Schenks Greenway public park is presently closed for RWSA to construct a new 30-inch interceptor between Harris Street and the entrance to the McIntire Recycling Center. A fence has been installed to shield the construction zone from surrounding development, and construction is being limited to business hours. The contractor's revised schedule lists a fall to mid-December completion but is being revised.

The presence of unsuitable material at the Rt. 250 Interchange connection point, rock within the excavation, adverse weather conditions over the winter months, and general difficulties with deep sewer installation has slowed progress. This project has run into several unanticipated conditions with the amount and density of the rock conditions in the pipeline/easement corridor. There has also recently been discovered what is believed to be petroleum-based contaminated soil condition discovered in the pipeline trench that has caused this portion of the project to be delayed to properly mitigate the issues. Staff and the contractor are working with the City (who is the property owner) and the DEQ to resolve this unforeseen issue. Roughly the final 300 linear feet of the nearly 800 is what is left, and all of that portion of the pipeline trench is in the rock conditions previously mentioned.

Nearly half of the Greenway has been reconstructed, unfenced and the path has been paved to allow public access once the City determines when to officially open that section.

5. New Rivanna Pump Station: Installation and backfill grouting of the new 60-inch interceptor pipe inside the tunnel is complete. Reinforcing steel, conduit installation, and concrete pours for the walls of the new pump station are complete. The ground floor slab shoring over the west pump room has been installed and the concrete floor pour is completed along with a staircase of 96 concrete steps. The contractor has assembled most of the large diameter piping inside the pump station and installed the pumps, bridge cranes, and roof beams. The roof and brick siding will be installed this fall along with installation of electrical controls for the motors, pumps, and emergency generator.
6. Wastewater Plant Odor Control: The bid was awarded to MEB General Contractors for \$9.3 million at the April 26, 2016 Board meeting. A "notice to proceed" was issued on June 27th. Construction has begun at the Moores Creek Plant. A successful neighborhood kick-off meeting was held at Riverview Park on July 15. Staff keeps in close communication with the local neighborhood by sending odor control updates to interested parties. All information about this project, including an aerial map which highlights the eight major components of the project, is available for viewing at <http://www.rivanna.org/community-projects/odor-control-project/>.
7. Ivy Material Utilization Center Transfer Station: After our productive kick-off meeting with County, Authority and Engineering staff held on June 15, RSWA staff held an informational meeting for the members of the Solid Waste Alternatives Advisory Committee (SWAAC) on August 11 at Ivy. The RSWA board gave approval for the Authority to negotiate Work Authorization #2 costs for the final design stage of the project in the August board meeting. The new transfer station is an 11,800 square feet facility. The Authority is still on schedule to comply with the DEQ milestone schedule and currently plans to submit that site plan application to the County in October. A community meeting is scheduled to be held on Thursday, September 29th at Murray Elementary School from 6-8pm.
8. Executive Director Search: The Search for the next Executive Director is entering the final stages with several candidate interviews conducted on September 22. The board is nearing a decision and we should be able to announce a new Executive Director has been hired in the next few weeks."



Agenda Item No. 9. Resolution Regarding Collaborative Redevelopment Project (Southwood).

The Executive Summary presented to the Board states that the Southwood Mobile Home Park (Southwood) is located on Hickory Street south of I-64 and east of Old Lynchburg Road in the Southern Urban Neighborhood and is located in one of the County's Development Areas. Southwood currently has 341 mobile homes and more than 1,500 residents and is the County's largest concentration of substandard housing. Habitat for Humanity ("Habitat") purchased Southwood in 2007 with a stated intention of redeveloping the site into a 700-800 unit, mixed income, mixed-use development, removing all 341 mobile homes and replacing them with a variety of housing unit types including site-built homes. Habitat has already invested more than \$2 million on deferred and emergency maintenance, including road improvements, sewer system upgrades, and emergency repairs.

The redevelopment of Southwood, as currently contemplated by Habitat in the summary included as Attachment A, represents a unique opportunity to make a distinct and meaningful improvement in the health and welfare of the largest concentration of people living in substandard housing in the County. Habitat's plan to remove 341 mobile homes and replace them with safe and affordable structures, while advocating non-displacement of current residents, would be transformative. Additionally, proposed private investments in mixed-income residential and commercial uses would add further residential and nonresidential land value, allow for more high-quality, affordable housing units, and provide a variety of new employment opportunities. Future consideration of specific public infrastructure investments tied to the success of this redevelopment project is also a distinct possibility.

The County's interest in this project is guided by a number of factors, including the promotion of health, safety and welfare generally, and the economic stability and advancement of individuals and families living in Southwood. Further, because Southwood currently places such a high demand on a number of County services, including police, fire, social services and County schools, it is reasonably expected that successful efforts to reduce prevailing risk factors among residents in Southwood through a comprehensive redevelopment strategy will result in a significant reduction in demand for these same County services.

County staff from multiple County operating departments, including Community Development, Economic Development, Housing, Social Services, Parks and Recreation, Facilities and Environmental Services and the County Executive's Office, have actively engaged with representatives of Habitat on creating a partnership to address the needs and opportunities in Southwood. This work includes preliminary identification of infrastructure needs in and around the Southwood project area that would both benefit the project and provide broader public benefit by improving future multi-modal access to and through Biscuit Run Park from the west. Further, staff and Habitat have acknowledged that innovative land use strategies will likely be needed to maximize the mixed-use, mixed-income development potential of the site while supporting key principles of affordability and non-displacement of current residents. From these discussions, staff recognized that in order to best position the County to work together with Habitat in their role as developer, the Board should acknowledge the unique nature of this project for the good of the County and identify it as a collaborative effort by adopting a resolution that specifically endorses the partnership. While this endorsement in and of itself does not commit the County to provide any specific funding, it would provide a clear and compelling indication of the Board's support for staff's proactive involvement with Habitat in the preparation of development plans and specific land use proposals associated with the Southwood project.

Finally, the timing of this request is tied intentionally to the Board's consideration of its Strategic Plan, which includes specific reference to the Southwood project as a proposed Tier 1 two-year objective supporting the Board's goal of revitalizing aging urban neighborhoods. Accordingly, if acceptable, the objective would be that the Board adopts an action plan in partnership with private and non-profit interests for the redevelopment of Southwood for both residential and business uses by January, 2018.

Existing County staff from multiple departments will need to contribute a limited amount of available time as part of a collaborative effort to help Habitat develop a project action plan. Any further opportunities for the County to participate in providing other specific County resources, including any investment in public infrastructure and/or more extensive staff support, would be identified in a proposed action plan and presented to the Board for consideration and action accordingly.

Staff recommends that the Board adopt the attached Resolution (Attachment B) as presented or as modified by the Board supporting a collaborative approach regarding the redevelopment of Southwood.

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Mr. Doug Walker, Deputy County Executive, said the language within the resolution explains the reasons for redevelopment and why it is a compelling public/private partnership project. He said the County has been involved with Southwood for a number of years, and County staff, within several departments, have been working with Habitat for Humanity and Southwood in developing a plan. He said that typically the relationship between a developer and County planning staff is one in which the developer presents an application and the County staff reviews it, but in the case of Southwood this is not the best option. Mr. Walker stated that the resolution encourages collaboration, which would enable staff to work differently and assist Habitat in navigating a complex implementation plan more effectively. He said the plan falls within the strategic objectives of the Board and offers the opportunity to revitalize an aging neighborhood. He said if the resolution is approved, the next step would be the development of an action plan.

Ms. Mallek stated that she heartily supports the project, and commended Habitat for being a guinea pig in the new process. She said that approval of the resolution would provide a boost to the work to be done on the long-range transportation plan for gateways and the street connections being proposed, and would benefit the rest of that portion of the County.

Mr. Randolph said this is an important and necessary first step for the County to usher in a new era in Southwood. He said there may not be another project like Southwood anywhere else in the country.

Mr. Dill asked Mr. Walker if, since the Southwood redevelopment project is being considered as a model for other communities, they are planning to document their efforts. Mr. Walker responded that an action plan has been drafted which would be more fully developed, provided the resolution is approved, and that documentation of where they are and where they are going would be imperative.

Mr. Dill said he was thinking more about filming the project and interviewing residents rather than just providing a written report.

Mr. Walker invited Mr. Dan Rosensweig, President and CEO of Habitat for Humanity for Greater Charlottesville, to address the Board and reply to Mr. Dill's question.

Mr. Rosensweig said that documentation of their efforts and telling a story is important if they want the project to become a national standard of how to do redevelopment. He said that they interview at least one resident of Southwood each week and place this in a file, and they have recently begun keeping a documentary file. He said the public/private collaboration effort is what is most important to document.

Ms. Palmer suggested they create a point-of-view film similar to documentaries on public television.

Ms. Mallek said there are some local filmmakers who might be interested in doing this.

Mr. Rosensweig said it would be a great film as there are stories to tell, and it is a matter of having the wherewithal to do it. He thanked Mr. Dill for his suggestion.

Ms. Palmer asked how the project would impact off-street pedestrian greenways and provide connections to them.

Mr. Rosensweig said that Southwood is a key part in allowing the Long-Range Transportation Plan and the Comprehensive Plan to come together. He said there are many islands of multi-modal mobility identified in the Comprehensive Plan with some of them dead-ending around Southwood, and he thinks there is an opportunity to tie together multi-modal transportation options.

Mr. Randolph **moved** to adopt the proposed resolution supporting a collaborative approach regarding the redevelopment of Southwood. Ms. Mallek **seconded** the motion.

Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Palmer, Mr. Randolph, Mr. Sheffield, Mr. Dill, Ms. Mallek and Ms. McKeel.

NAYS: None.

#### **A RESOLUTION SUPPORTING A COLLABORATIVE REDEVELOPMENT PROJECT PROCESS FOR THE SOUTHWOOD COMMUNITY**

**WHEREAS**, the Southwood Mobile Home Park (Southwood), located on Hickory Street south of I-64 and east of Old Lynchburg Road in the Southern Urban Neighborhood, which is a priority area within one of the County's designated Development Areas, currently has 341 mostly substandard mobile homes and more than 1,500 residents representing the County's largest concentration of substandard housing, and utilizing a larger percentage of County services than any other single development in Albemarle County; and

**WHEREAS**, Habitat for Humanity of Greater Charlottesville (Habitat), which purchased Southwood in 2007, expects its planned redevelopment of the 88-acre site to include the removal of mobile homes, replacing them with a variety of different site-built unit- type homes in a manner consistent with its non-displacement pledge, resulting in approximately 400 new affordable housing units; and

**WHEREAS**, Habitat, having already invested more than \$2 million on deferred and emergency maintenance - including road improvements, sewer system upgrades and emergency electrical repair - recognizes that extensive additional infrastructure improvements will be needed which may be in excess of its capability to fund without assistance; and

**WHEREAS**, through its Strategic Plan and Comprehensive Plan the County is committed to engaging actively in redevelopment and revitalization in the County's Development Areas with acknowledgment that a successful project of this magnitude and complexity requires extensive collaboration and coordination among the project developer, affected residents and public agents,

including County staff and officials; and

**WHEREAS**, Albemarle County, as part of supporting this project, may wish to consider targeted investments in public infrastructure including, but not necessarily limited to specific roads, trails and park land for public benefit, as well as innovative land use development strategies supported by the County's Comprehensive Plan; and

**WHEREAS**, strategic investments in Southwood are intended to result in significant returns including, but not limited to, high-quality affordable housing units, additional employment opportunities, increased tax base, and reduction in the high demand for County services.

**NOW, THEREFORE, BE IT RESOLVED** by the Albemarle County Board of Supervisors that the Southwood redevelopment project represents an essential public/private partnership opportunity that is consistent with the Comprehensive Plan and the County's broader strategic goals, the success of which is greatly influenced by the extent and quality of active engagement between representatives of Habitat and representatives of the County, including County staff; and

**BE IT FURTHER RESOLVED** that the effective redevelopment of Southwood according to the core values of non-displacement and sustainability is a critical component of successfully working with a concentration of the County's most vulnerable population that could serve as a blueprint for future revitalization and redevelopment of the County's aging suburban infrastructure.

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Agenda Item No. 10. Residential Development Impact Work Group Charter.

The Executive Summary presented to the Board states that during the 2016 session of the Virginia General Assembly, proffer authority granted to local governments in Virginia changed significantly. Because of the July 1, 2016 effective date of the new legislation, the Board took action on June 8, 2016 to repeal the County's Cash Proffer Policy so that the County would be in compliance with the Code of Virginia as of July 1. The amendment to the Code of Virginia also invalidated the use of the Cost Revenue Impact Model (CRIM) for determining impacts of residential development and brought into question the future role, if any, for the County's Fiscal Impact Advisory Committee (FIAC).

As part of the Board discussion regarding changes to State law and the resulting repeal of the County's Cash Proffer Policy, there were questions raised about how the County could continue to receive proffers as part of rezonings and the means and methods by which such determinations would be made. Also raised was the prospect of moving away from rezonings with proffers altogether, relying instead on by-right entitlement created through proactive, comprehensive rezoning of property in the Development Areas that better matches the land use goals of the Comprehensive Plan.

The recent changes in enabling legislation related to proffers and resulting repeal of the County's Cash Proffer Policy, combined with the growing prospect of facilitating desired by-right development in the Development Areas through comprehensive rezoning, and the growing challenge of paying for needed public infrastructure driven by additional residential development, has prompted staff to bring forward a process by which these issues can be explored and then brought back to the Board for discussion and direction in a relatively short timeframe. The attached Charter creating the Residential Development Impact Work Group ("Work Group") seeks to balance contributions from multiple sources, including the FIAC, development and environmental stakeholders, the Board of Supervisors, the Planning Commission, and County staff.

The Charge proposed is specific to four outcomes:

1. Understand the recent changes in State law regarding proffers and what is/is not allowable
2. Identify and evaluate alternatives for aligning land use and growth management goals regarding byright residential development and residential development created through rezoning
3. Develop a recommendation for how to best achieve #2 above
4. Develop a recommendation for how to address fiscal impacts associated with all residential development.

It is anticipated that this Work Group can develop initial findings and present an interim report to the Board within 4 to 6 months of its appointment. This is an ambitious timeframe, but staff thinks the relatively narrow nature of the Charge will help maintain focus. Staff acknowledges that additional work may be generated by the Work Group's recommendation.

Community Development and the County Attorney will share lead staff support responsibility for the Work Group.

There is no direct budget impact associated with the activity of this Work Group at this time. Current County staff will devote time as needed and as available to support the Charge of the group. Should outside technical assistance be determined to be necessary, staff will bring that to the Board for consideration and action. It is acknowledged that recommendations from the Work Group may have future budget implications.

Staff recommends that the Board approve the attached Charter (Charge, Membership and

Organization) for the Residential Development Impact Work Group as presented or modified.

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Mr. Doug Walker said the Board action repealing the cash proffer policy in order to comply with state law, and therefore rendering void the cash proffer ordinance, has eliminated the Board's ability to accept cash proffers. He said that Albemarle, as well as other counties must now decide how to move forward with addressing the impacts of future residential development. He said he has provided members with an executive summary and draft resolution proposing to establish a group to study options to address this issue, and his expectation is that the group can come up with a set of recommendations within four to six months. He summarized the four tasks the group would be charged with as follows: to work with the County Attorney to determine what the change in the law actually means; to identify and evaluate alternatives for aligning land use and growth management goals by means of by-right and residential development, which would involve aligning the Zoning Ordinance with the Comprehensive Plan; to provide the Board with recommendations as to how to achieve these goals; and to determine the residential impacts of development in general.

Mr. Walker said that in developing a list of proposed work group participants, they have strived for a balance between developer and environmental interests. He did not list names, but provided examples of the commissions and groups from which they could draw participants, and said they originally planned to have six participants, but this could be increased.

Ms. McKeel stated that the committee provided an opportunity to bridge the gap between the school division and the Board's work with planning. She said she thinks it is a good idea to have a representative from the schools serve on the work group, and the person should be one who has a depth of understanding the bigger picture. She mentioned Mr. Dean Tistadt, of the School Division, as a potential participant. She said the work group should have more than six members, and suggested a representative from CAC and also someone with a planning background. She said that though the majority of participants in the work group should be residents of Albemarle, they should not limit it to County residents if there is someone with particular expertise who resides outside of the County.

Mr. Sheffield suggested that if they decide to have the work group consist of seven participants, rather than the originally planned for six, the additional member could be a second Fiscal Impact Advisory Committee (FIAC) member.

Ms. Palmer asked if members of FIAC, including the Chair, knew that the Board is planning to ask one or more of their members to serve on the work group. Mr. Walker responded that they have spoken with Jim Savage, Chair of FIAC, about the work group.

Mr. Randolph said that Mr. Jim Savage resides in his district and is aware of the possibility of serving on the work group.

Ms. Mallek suggested they decide from which areas of expertise the first six participants of the work group would be, and the seventh participant could come from any of the areas.

Ms. Palmer said she likes Ms. Mallek's idea and suggested that the seventh member be drawn from the CAC so that two CAC representatives would be on the work group.

Mr. Randolph said the two CAC members should be from two different CACs to have a regional perspective.

Ms. McKeel clarified her earlier remark about having Dean Tistadt of the schools participating, and said she did not mean as a member of the work group but as a staff representative.

Mr. Dill said they should look for participants who have broad experience and who care about the County.

Ms. Palmer paraphrased the comments made by Board members about the composition of the work group: members do not have to be County residents; they should have two representatives from the CAC's and a total of seven members; they should have one representative with a planning background; and there should be representatives from the school division as staff participants.

Mr. Walker said they would create an announcement to solicit representatives of the work group and would use the Board's criteria in making selections.

Ms. Mallek said another subject the work group should consider is how to improve the rules for by-right operations, as there is a stark difference between what is expected of people who go through the rezoning process and what is expected by people who pursue by-right development. She said that street connections and other amenities that make a neighborhood work are not done by people who come in under by-right development.

Mr. Randolph said he thinks the work group would review how to level the playing field between those who come in under by right and those who come in under a special permit application who are asked to contribute.

Ms. McKeel said they are having difficulty with getting connectivity among neighborhoods and the communities have to buy in to this idea.

Ms. Mallek agreed with Ms. McKeel.

Mr. Randolph then **moved** to approve the Charter (Charge, Membership and Organization) for the Residential Development Impact Work Group. Ms. Mallek **seconded** the motion.

Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Palmer, Mr. Randolph, Mr. Sheffield, Mr. Dill, Ms. Mallek and Ms. McKeel.

NAYS: None.

**County Of Albemarle  
Residential Development Impact Work Group  
Charge Statement, Membership, and Organization**

**Background**

Effective July 1, 2016, proffer authority in the Code of Virginia was amended to change the way that the impacts associated with residential rezonings are evaluated and how proffers may be accepted. In order to be in compliance with State law, Albemarle County's Cash Proffer Policy was repealed on June 8, 2016. The amendment also invalidates the use of the Cost Revenue Impact Model (CRIM) to determine impacts of residential development. To explore how to best achieve Albemarle County's land use and growth management goals in this new regulatory environment, a work group representing a cross-section of stakeholders is recommended.

**Charge**

The Residential Development Impact Work Group is formed by the Albemarle County Board of Supervisors to understand recent State Code amendments regarding proffers and to develop and analyze alternative means for determining and addressing the fiscal impact of residential development allowed either by-right or subsequent to a rezoning. The Work Group will also provide a recommendation on how to proceed with addressing fiscal impacts of residential development.

**General Timeframe**

The Residential Development Impact Work Group will present to the Board of Supervisors within 4 to 6 months of appointment to share final recommendations, including next steps.

**Goals**

The goals of this Work Group are to:

1. Understand the recent change in State law regarding proffers and what is now allowable
2. Identify and evaluate alternatives for aligning land use and growth management goals by means of by-right and re-zoned residential development
3. Develop a recommendation for how to best achieve alignment of goals and implementation strategies as indicated in Goal #2 above
4. Develop a recommendation for how best to address fiscal impacts associated with all future residential development

**Membership**

The committee shall consist of approximately six voting members appointed by the Board of Supervisors. Appointments will be based on Board and staff recommendations, nominations from community and business groups, and individual applications.

**Membership Selection Criteria**

The Work Group will be composed, at a minimum, of the following representatives:

- Chair of Fiscal Impact Advisory Committee
- One rezoning applicant representative (attorney, planner or other)
- One previous rezoning applicant involving residential development within last 3 years
- One representative of the development community (developer)
- Two representatives of Community Advisory Committees (residents)
- One representative of the environmental community

In addition, the Work Group will have liaisons from the Board of Supervisors, the Planning Commission, and County staff as outlined below.

- Two members of the Board of Supervisors
- Two members of the Planning Commission
- County Attorney
- Director of Planning and/or designee
- Director of Economic Development

The Board of Supervisors will appoint members based on their qualifications and interest in serving on the Committee. An individual may be appointed to represent more than one of the above referenced groups. The Board will strive to appoint an overall membership that is diverse in age, abilities, experiences, professions, interests, etc.

Member qualifications include:

- Experience working within a consensus-driven decision-making process, and a commitment to such a process in fulfilling the Committee's responsibilities as outlined in the charge statement;
- Willingness to work within established County procedures and processes;
- Ability to be open-minded; to listen and be respectful of the values, views and opinions of other representatives;
- Ability to share information with, and receive information from the community at large;
- Ability to meet not less than monthly over the next 4 to 6 months; and
- Be a resident of Albemarle County

### **Work Group Organization**

The Work Group shall elect a Chair and Vice-Chair. County staff shall serve as technical representatives and will support the group by assembling and compiling all information and reports necessary for the Work Group's work to progress, including meeting notes.

Meetings will be held approximately once a month or more often as agreed to by the Committee. The date and time of Work Group meetings shall be established at the first meeting; additional meetings may be called by the Chair. All meetings will be open work sessions, where the general public is invited to attend, listen, and observe, unless public participation is deemed appropriate by the Chair.

No quorum shall be necessary to conduct business, but no vote will be taken unless a quorum is present. A majority of the voting members of the Committee shall constitute a quorum. Decisions shall be made, if possible, by an indication of general consensus among the Committee members present. Staff (other than appointed members) will not participate as decision makers. When this method does not serve to establish a clear direction, the Chair shall call for a roll-call vote. When an agreement cannot be achieved on an issue, business shall proceed and minority positions will be noted and presented for future Board of Supervisors' consideration.

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Agenda Item No. 11. **Transportation Matters:** Transportation - Review of Revenue Sharing Program and Other Grant Applications for FY 18.

The Executive Summary presented to the Board states that staff is following the schedule below in presenting information to the Board regarding transportation priorities, transportation funding mechanisms, and prioritization strategies in advance of asking the Board to provide direction on transportation priorities:

April 6: Initial input was received from the Board regarding the County Transportation Priorities List. The Board also provided comments and direction regarding projects recommended by County staff and VDOT staff for the next round of Six-Year Improvement Program (SYIP) applications through Smart Scale.

August 3: The Board approved the list of projects to be submitted for funding for the FY 2017 Smart Scale application round. Attachment A is the approved list with amendments which reflect discussions by the Board and updated project information.

The Board allocated \$1.72 million in the CIP for FY 17 and FY 18 for transportation improvements that can be used to leverage funds through the VDOT Revenue Sharing Program (RS) and Transportation Alternatives Program (TA), or can be used to directly fund the design or construction of transportation projects. The County has consistently participated in the Revenue Sharing Program since the early 90's. No application for RS funding was submitted last year due to the number of outstanding RS projects, but the County was awarded a TA grant last year, which was submitted by the Thomas Jefferson PDC for Moore's Creek and Biscuit Run pedestrian/bike/greenway improvements near Fifth Street. Participation in the Revenue Sharing Program requires a dollar for dollar match of County funds applied to a particular project, and the Transportation Alternatives program requires the locality to provide a 20% match. The deadline for the Revenue Sharing Program and the Transportation Alternatives Grant application is November 1, 2016.

County and VDOT staff have met to review the current Revenue Sharing Program and Transportation Alternatives grant opportunities, requirements, and guidelines, along with the County's priority lists of transportation projects and the State transportation priorities for the region. Staff has also considered the Board's ongoing efforts to identify and prioritize strategic initiatives and have provided the following recommendations:

- Submit a Revenue Sharing Program application for funds for the preliminary engineering of the Innovation Drive Extension to Lewis & Clark Drive and the Meeting Street (Berkmar Drive) Extension to Airport Road. This project is an important transportation improvement

to complete the remaining portion of the Berkmar Drive Extended project and will also provide an important and strategic economic development benefit by improving access to developable industrial lands. Additionally, this project is listed in the Board approved Transportation Priority List for Secondary Roads (Attachment B). Smart Scale applications will be submitted for the construction of these projects; however, if the applications are awarded, funds would not be available until FY 21 and design would not begin until that time. This Revenue Sharing application would accelerate the development of these improvements and increase the scoring potential of the projects under the Smart Scale process. The total estimated cost of Preliminary Engineering for these two segments of roadway is \$1,925,000 of which the state would cover 50% of the cost under the Revenue Sharing Program. The total cost to the County is estimated at \$962,500.

- Submit a Revenue Sharing Program application for funds for preliminary engineering of the Avon Street bicycle and pedestrian improvements. If awarded, these funds would evaluate, design, and engineer improvements that would include either sidewalk and on-street bike facilities or a multi-use path on Avon Street Extended from the I-64 Bridge to Mill Creek Drive where it would tie in to the existing multi-use path and sidewalk project currently in design. North of the I-64 Bridge the project would tie in to the improvements constructed with the Fifth Street Station development. This project was identified as a priority in the CIP Sidewalk Construction Program Project List (Attachment C) and would provide an important missing link in the bicycle and pedestrian network between previously constructed projects. A Phase II application for funding for the construction of this project is anticipated to be submitted with next year's application once costs are determined with the Phase 1 study. A potential Third Phase of this project would evaluate the connection north to the City Line potentially partnering with the City of Charlottesville. The estimated total cost of the Preliminary Engineering for this project is \$400,000 of which the state would cover 50% of the cost under the Revenue Sharing Program. The total cost to the County is estimated at \$200,000.
- Submit a Transportation Alternatives Grant application under the Safe Routes to School (SRTS) program for funds to construct sidewalk improvements on the Cale Elementary School property to connect to the public sidewalk improvements on Avon Street Extended that are currently in design. Additionally, these funds would be used to construct an at-grade pedestrian crosswalk of Avon Street Extended in front of the school property to tie in to the pedestrian facilities on the east and west sides of the road. The cost for this project is still under development.
- Directly fund a crosswalk on US 250 East at State Farm Boulevard to provide an improvement in pedestrian safety. The Board approved Transportation Priority List for Pedestrian, Bike, and Enhancement Projects (Attachment B) identified this section of US 250 East as the highest priority for pedestrian crossings. This project is seen as the first step in improving pedestrian access throughout this critical development area. Due to the small cost of this project, it will likely not be cost effective to pursue grant sources to augment funding of this project (the cost of application and grant management would exceed funds received). The cost for this project is still under development.

The projects noted above will not commit all available funding in FY 17 to transportation projects. Staff believes it is prudent to not commit those remaining funds to projects at this time until the Board completes its effort to establish priorities for its strategic initiatives and the Board can further discuss its transportation priorities in relation to those initiatives (for example, recommendations stemming from Rio + 29 Small Area Plan, future focus on urban revitalization efforts, efforts to support Southwood redevelopment, and continued work to create a multimodal network in the Crozet Development Area).

Participation in the VDOT Revenue Sharing Program leverages matching funds from VDOT to advance important transportation projects. The County has appropriated \$1.72 million for transportation improvements and the funds are available for local match for the FY 18 Revenue Sharing request and match for other grant requests.

.Recommendation Staff recommends that the Board approve proceeding with applications and planning for Revenue Sharing Program requests for preliminary engineering for 1) Innovation Drive Extension to Lewis & Clark Drive; 2) Meeting Street (Berkmar Drive) Extension to Airport Road; 3) the Avon Street bicycle and pedestrian improvements; 4) a SRTS Grant application to construct sidewalks on Cale Elementary School site; and 5) the construction of a pedestrian crosswalk on US 250 East at State Farm Boulevard.

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Mr. Kevin McDermott, Principal Transportation Planner, addressed the Board. He said the purpose of his presentation is to solicit Board feedback on revenue-sharing applications, and at the next Board meeting staff would require resolutions of approval to pursue state and federal grants. Mr. McDermott stated that the Board approved \$1.72 million for the FY 17 and FY 18 Capital Improvement Program to act as leverage for the grants, as revenue sharing requires a 50% match and transportation programs require a 20% match from the County. He said the projects were developed as a result of Board prioritization and other directives, and listed the projects in the executive summary. Mr. McDermott said the first is revenue sharing for funds to perform preliminary engineering on the Innovation Drive extension to Lewis and Clark Drive and the Meeting Street extension to Airport Road, which are in the Hollymead area and are part of the Berkmar Drive extension project. He said an application for full funding was submitted under the Smart Scale application process, although this funding would not be available for four years. He said they wished to begin preliminary engineering now and have applied for

these funds, and the project engineering cost of the two projects is \$1.925 million, of which \$962,000 would come from the County.

Mr. McDermott reviewed the second project – to evaluate, design and engineer bicycle and pedestrian improvements to Avon Street that could include a sidewalk and bicycle facilities or a multi-use path along Avon Street Extended from the I-64 bridge southward, connecting to sidewalk paths that are about to be constructed and to an existing multi-use path. He said they required the developers of 5th Street Station to build a sidewalk in front of their property along Avon Street Extended, and the County wants to make a connection between existing and new developments. Mr. McDermott noted that they have had discussions with the City of Charlottesville about connecting to Moore's Creek and into the City.

Ms. Palmer asked if the connections are on or off street. Mr. McDermott responded that this would be part of the discussion and County Engineering would evaluate whether an off-street option is feasible.

Ms. Palmer said that many people believe it should be off street, and she is glad they are considering this. Mr. McDermott said they also plan to evaluate the Avon Street Bridge, which does not have pedestrian or bicycle facilities, although it has a four-foot shoulder, which some pedestrians and cyclists use even though it is not sufficient in terms of safety. He noted they have had discussions with VDOT about enlarging the pedestrian area or adding a separate bridge for pedestrians and cyclists next to the existing one.

Mr. Randolph stated that it might be best for that section of Avon Street to have the continuity of a multi-use path, due to its geography and the existing road layout, and a bicycle lane in the area where there is less space and the road narrows. He said they want to conduct preliminary engineering to determine which options are the best, and then they can submit applications for construction funding through Smart Scale or transportation alternatives.

Mr. McDermott said the third project on the list is the transportation alternatives grant under the Safe Routes to Schools program. He said the Transportation Director of Albemarle County Schools would like to see improvements at Cale Elementary School that would provide a sidewalk connection to the school building that avoids crossing incoming parking lot traffic. He said they would like to examine the possibility of installing a pedestrian crossing of Avon Street, as the only existing crossing is at Mill Creek Drive. He said they may not yet be prepared to apply for the grant this year, as it would be due by the end of October, and said they likely would have to await until the next application cycle with a deadline of November 1, 2017.

Ms. Mallek asked why they were not prepared to submit the application for the grant, as it has been in planning for some time. She said that when she drives by the school, she can see the danger presented to children and parents crossing the road. Mr. McDermott responded that they are required to hold a public hearing and would have to have a resolution by November 1, and VDOT would have to review the design of the crosswalk. He said that for the revenue-sharing grant, they can submit a resolution after the application deadline, but for transportation alternatives a resolution is required by November 1.

Ms. Palmer asked if it could be designed as a neighborhood street and if there have been discussions with VDOT about this. Mr. McDermott responded that he has spoken with VDOT about the crossing and thinks they are willing to work with the County, although it would take some time to make sure the design is right. He said that a redesign of the entire street is broader than what they are considering for this specific area. He noted that 11,000 vehicles per day pass by, and the speed limit is 45 mph.

Ms. Mallek suggested they conduct a speed study with VDOT, as she believes the speed limit should be reduced in this area to 35 mph, because it is more of an urban street than a rural connector.

Mr. Randolph said it is difficult to ride a bicycle to Cale Elementary School due to the crossing not being at the school, which is unfortunate as it would be healthy exercise for students to bike to school. He noted that he has heard that VDOT would never allow a crosswalk in this location due to the amount of traffic, although many members of the community and from the schools support a crosswalk. Mr. Randolph added that the sooner they can finalize their plans, the more time they would have to develop a network of support for the redesign.

Mr. Sheffield suggested they conduct an experiment using chalk to create a crossing to demonstrate to VDOT that traffic could be slowed in that area.

Mr. Randolph stated that once the sidewalk and multi-use path have been constructed, it would be easier to discuss what else needs to be done in that corridor.

Mr. McDermott agreed and said that VDOT recently issued a new memorandum that ranks the needs for crosswalks according to certain criteria, and he thinks there is a good chance they would approve a crosswalk. He stated that he is scheduled to meet with the Avon Street CAC next month and would discuss these issues and solicit their support.

Mr. McDermott reviewed the fourth project, which is to construct a crosswalk on Route 250 East at State Farm Boulevard to improve pedestrian safety, and said they are constructing sidewalks on State Farm Boulevard with a sidewalk recently constructed across the street at the new Chick-Fil-A restaurant.



He stated that the missing piece is a way to cross Route 250, and this is listed as a priority for bicycle and pedestrian paths in the area, so staff would like to use funds from the Capital Improvement Plan to support the creation of a crossing.

Mr. Dill expressed his support and said it is a high priority, and in the past there has been discussion about creating a pedestrian crossing at Rolkin Road, although with the Chick-Fil-A sidewalk and the new sidewalks at State Farm Boulevard, it makes sense to have the crossing at State Farm Boulevard.

Mr. Foley said that in addition to revenue-sharing funds, he believes there are funds available from the Pantops Master Plan.

Mr. Joel DeNunzio, Charlottesville Residency Administrator, said there are some pots of money requiring a decision on distribution, and there are some funds available to cover this project. He said the cost of this project may be small enough that they would not require grant funding.

Ms. Mallek commented that it should not cost much to paint white stripes in the road.

Mr. McDermott said they plan to create a paved refuge at the median that would be ADA accessible and have lights. He said the cost is small enough that they decided not to apply for revenue-sharing or transportation alternatives grants.

Ms. Palmer said she often hears questions about the timing of the lights, and asked if this is a problem there. Mr. McDermott responded that they would have to determine the cycle of lights and install a pedestrian light that is automatic or pedestrian activated, and staff would work with VDOT to determine what is best for the location.

Ms. Mallek said they do not want to stop traffic if nobody is standing at the crossing.

Mr. McDermott stated the four projects he discussed are those for which they would like to use capital improvement funds, and does not think they would use the entire \$1.7 million allocated for the year. However, he said, they may need additional funding for the Places 29 Small Urban Area Study and would like to have extra funds available, so he would like some of the four projects to be deferred to next year's cycle.

Ms. McKeel said it is time to start considering sidewalks for the older, urban ring neighborhoods, such as Hessian Hills and Berkeley.

Mr. McDermott responded that they are looking at this also, as urban revitalization efforts, including the creation of a multi-modal network in the Crozet development area, supporting Southwood redevelopment and the Route 29 Small Area Plan. He said they are planning to allocate funding for these efforts next year.

Mr. DeNunzio said the Smart Scale process is in alternating years and this year is an off year. This provides an opportunity to make assessments and prioritize projects and present them to the Board for consideration next year.

Ms. Mallek asked for clarification that the \$1.72 million would be used to leverage the 50% from the state, as she wants to be sure they do not spend money from this bucket without receiving matching funds. Mr. McDermott responded that the bulk of the \$1.72 million would be used to support revenue-sharing projects.

Mr. Foley confirmed this for Ms. Mallek. He said that with the Strategic Plan and Two-Year Fiscal Plan to be presented next month, they would see efforts to obtain a lot more state funding for other projects, such as critical connections, Lickinghole Bridge, and projects within the urban area.

Ms. Palmer asked which project requires a 20% match. Mr. McDermott replied that the Transportation Alternatives Program requires a 20% match.

Mr. Dill asked what types of projects the TAP supports, and said it sounds like a great deal for the County. Mr. McDermott responded that it is mostly bicycle and pedestrian projects with some other categories, and commented that it is a great deal. He stated that each member of the Commonwealth Transportation Board is allocated approximately \$1 million to spend in their district, which does not go far, and noted that it is a really competitive program. He said they should work on the relationship with their CTB member so that when an application for funding is submitted, they would be informed.

Ms. McKeel asked for the cost of building a sidewalk. Mr. DeNunzio responded that it varies with location, and the problem here is retrofitting an existing location, as there are utilities and a right of way that must be negotiated. He stated that \$1 million does not go very far, and sidewalk construction is very expensive.

Mr. McDermott provided some examples of the costs for other sidewalk projects. He said that for the Crozet Avenue and State Farm projects combined, the cost was just under \$2 million. He asked the members of the Board if there are any objections to the projects he reviewed, and said he would present resolutions at next month's meeting.

Ms. Mallek then **moved** to approve proceeding with the applications and planning for Revenue Sharing Program requests for preliminary engineering for: 1) Innovation Drive Extension to Lewis & Clark Drive; 2) Meeting Street (Berkmar Drive) Extension to Airport Road; 3) the Avon Street bicycle and pedestrian improvements; 4) a SRTS Grant application to construct sidewalks on the Cale Elementary School site; and 5) the construction of a pedestrian crosswalk on US 250 East at State Farm Boulevard. Ms. McKeel **seconded** the motion.

Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Palmer, Mr. Randolph, Mr. Sheffield, Mr. Dill, Ms. Mallek and Ms. McKeel.

NAYS: None.

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**(Recess.** The Board recessed at 2:56 p.m., and reconvened at 3:11 p.m.)

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**(The next two agenda items were discussed jointly:)**

Agenda Item No. 12. **Transportation Matters:** Virginia Department of Transportation (VDOT) Quarterly Report.

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Agenda Item No. 13. **Transportation Matters:** County Transportation Planner Quarterly Report.

The Executive Summary presented to the Board states that the County Transportation Planner will continue to provide quarterly reports to the Board regarding the County's transportation work items as part of the Transportation Matters. The purpose of this agenda item is to review the Community Development Department's transportation activities each quarter and to seek Board guidance on its priorities.

The Transportation Planner's Quarterly Report (Attachment A) includes a summary of the transportation items, programs, and projects that the County Transportation Planner is currently engaged in, as well as a status update on various ongoing transportation initiatives being pursued in collaboration with the Virginia Department of Transportation, the Virginia Department of Rail and Public Transit, the Charlottesville-Albemarle Metropolitan Planning Organization, and other agencies and organizations working on transportation issues within the County. The purpose of the report and presentation is to inform the Board and receive feedback in order to insure the transportation related activities of the Community Development Department are aligned with the Board's priorities.

There is no budgetary impact related to this report.

Staff recommends that the Board receive the Transportation Planner's Quarterly Report and advise staff as to any priority changes or new issues not identified in the report, as well as any feedback regarding any recommended changes to the report's format or content.

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Mr. McDermott addressed the Board and said he has provided a copy of the VDOT Quarterly Report to the Board. He stated that he would list the names of standing committees, meetings and work groups he has participated in: Vice-Chair on the MPO Technical Committee, the Citizen Transportation Advisory Committee, the Route 250 West Advisory Committee, the TJPDC Rural Transportation Technical Committee, the Route 29 Solutions Advisory Committee, the Charlottesville Bicycle and Pedestrian Committee, and VDOT committees.

Mr. McDermott stated that over the past two months, he has spent most of his time with the Smart Scale applications, which were submitted at the end of September. He said he would focus on projects and assignments, with the first being the TJPDC/Charlottesville-Albemarle MPO submission for Exits 118/Fontaine Avenue, Exit 124/US 250 improvements, and replacement of existing bicycle/pedestrian paths at Free Bridge /US 250 with a separate bicycle/pedestrian bridge, to improve connections with High Street and Stony Point.

Mr. McDermott next focused on Albemarle County transportation project submissions: US 250/RT 151 intersection improvements to build a roundabout, as there have been many accidents at that location, with a cost estimate of \$6,450,000; and the 250/240 intersection at Three Notched Road where the railroad bridge passes over the road, with a cost estimate of \$8,600,000. He stated that these cost estimates are more than they expected, as they would be completed four years from now so inflation results in higher cost estimates that are 25% more than expected.

Ms. Mallek commented that 25% inflation in four years seems high. Mr. McDermott responded that construction has a different inflation rate, and all localities in the district are using the 25% inflation rate.

Mr. McDermott reported that the third project is Proffit Road/Route 20 intersection improvement at Stony Point as there has been a traffic fatality and quite a few crashes there. He said they plan to improve site distance and add a left turn lane northbound and a right turn lane southbound.

Mr. Dill expressed surprise that this project is still in the application stage, as he thought it was

about to get started. Mr. McDermott confirmed that it is still in the application stage.

Mr. DeNunzio responded to Mr. Dill's question and stated that in addition to a Smart Scale application, they also submitted an HSIP application and are looking at two different highway safety improvement projects and two sources of funding. He noted that they have a preliminary design and are now seeking funding.

Ms. Mallek asked if they can begin work on some aspects of the project if funding from one source is obtained, or if they would wait until both funding sources have been received. Mr. DeNunzio responded that the project would be funded either by Smart Scale or HSIP and not both.

Mr. McDermott reported that the fourth project is at US 250/Radford Lane at the Harris Teeter supermarket in Crozet. He said they are constructing a sidewalk and hoped to put in a crosswalk; however, there is not a traffic signal and VDOT requires traffic calming at the location, with an estimated cost of \$7,250,000, and he believes the cost/benefit analysis would result in non-approval of the funding. He said they can discuss other options, such as interim improvements or lower cost solutions, for this location.

Ms. Palmer said she would be extremely interested in knowing the alternative solutions for this intersection, and asked if they would discuss this today or at another time. Mr. McDermott responded that staff can look at other design options that are less expensive and present them to the Board.

Ms. McKeel recalled that when the sidewalk construction came up at a previous meeting, the residents of the area opposed it during public comment. She said the County is putting in a lot of expensive infrastructure in the Crozet area, and they should make sure that residents support it, adding that it is important for sidewalks to connect. Ms. Mallek responded that the residents support sidewalk construction and that Ms. McKeel is talking about a different sidewalk down the road at Adelaide. She said there are 6,000 residents of the area, so they are not talking about building something that is not yet needed.

Mr. Sheffield asked Mr. McDermott if he has the traffic numbers for the location, as he wants to compare them to traffic counts at Rio Road. Mr. McDermott stated that VDOT provides traffic count data on its website and he would obtain this information and provide it to members of the Board.

Mr. DeNunzio stated that US 250 at the location in question has 11,000-13,000 vehicles per day, and he expects a similar number for Rio Road since the opening of the John Warner Parkway.

Mr. Sheffield referenced speed cushions placed at Carrsbrook during the grade-separated interchange construction and stated that the cushions have not been removed, as they are determining if neighborhood residents prefer their removal or that they remain. Mr. Sheffield said that Carrsbrook wants them to remain but Still Meadow wants them removed, and he does not know what is best, so he would like for staff to make that determination. He suggested that they confer with the neighborhood associations.

Ms. Mallek said it took 15 years to get the cushions there and they should not be quick to remove them. She said that residents of Still Meadow use the road to get home, whereas residents of Carrsbrook are more affected by speeding. Regarding the proposed roundabout at 240/250/Three Notched Rd, she said that people have been requesting a traffic light for 15 years and she thinks this would be a better solution than a roundabout. Ms. Mallek commented that she worries that the cost of roundabouts is so high, they would end up doing nothing, and they should find inexpensive things to do to solve these problems.

Ms. Palmer stated that she likes roundabouts and gave an example of Tilman Road, where they have been told that installation of a traffic light would make it more dangerous. She said it seems that a light at 240/250 would provide for a break in traffic to allow people on Tilman Road to get out on both sides, and said she likes traffic lights for the purpose of providing a break in traffic in areas where it is dangerous to make a left turn onto US 250.

Ms. Mallek said she also likes roundabouts, and stated that a traffic light at Harris Teeter would accomplish the same thing.

Ms. Palmer stated that a light would add to congestion and other bad things. Ms. Mallek disagreed.

Mr. McDermott agreed with Ms. Palmer that a traffic light could allow for gaps in traffic to make it easier to turn onto US 250. He referenced a page in his report where he has listed the US 250 West STARS project, a planning study funded by VDOT and the Federal Highway Administration, which looks at strategic lower cost improvements that can be made in the entire corridor from the bypass to the Three Notched Road intersection. He said that staff would be observing the following day and making observations, so they would come up with recommendations and hold a public meeting. Mr. McDermott stated that he hopes they can identify small improvement projects for which they can apply for grants.

Mr. Dill asked why the corridor under consideration stops at Route 240 when there are other locations a bit further that the County has been discussing. Mr. McDermott responded that they have funding limitations and have to restrict the area for the program, and traffic and safety issues lessen beyond Route 240. He stated that they plan to have a public meeting in January, with a final report in

February.

Ms. Mallek suggested that he observe the railroad trestle between 7 and 8 a.m., as the traffic backs up on 240 to the center of Crozet and results in driver impatience and reckless choices.

Mr. McDermott said the Berkmar Drive/Rio Mills connection project was submitted for \$1 million, and he believes this is the one that is most likely to be accepted for funds. He said the Meeting Street Extension to Airport Road is one he discussed earlier, for which they wish to obtain preliminary engineering.

Ms. Mallek asked if planning and engineering costs included the right of way. She also asked if there is a competitive process to select consultants for the engineering aspects or if VDOT does this work, and asked if County staff is involved in the process of selecting an engineer. Mr. McDermott responded that it does include planning and engineering. He said they would likely hire consultants and said they use an estimating tool with a formula to estimate these costs.

Mr. DeNunzio stated that VDOT would procure the engineer, as it would not likely be a locally administered project. He agreed that the estimated costs for some of these projects were high and he would hold some discussions to look at options for reducing the scope of projects. He explained that the reason for assuming a 25% construction cost inflation rate over four years is because it is assumed the projects would commence in four years but then take two additional years to complete, so they are really looking at a six year time frame.

Mr. McDermott said he would review a few more of the upcoming projects, stating that the Route 29 Hydraulic Road/ Hillsdale Area Transportation Study would look at redevelopment options for this intersection and the MPO has asked the Secretary of Transportation to move funds so they can begin the study. He stated that the Crozet Eastern Connector is one for which they wish to do some preliminary engineering, select a location, and obtain cost estimates so they can eventually apply for Smart Scale funding.

Ms. Mallek said that many links of the Eastern Connector have already been built or would be built this year, and asked if the work that has already been completed counts toward a match for the application of funding for the bridge. She noted that community partners have already invested \$5 to \$10 million in that street, and they just need the bridge to get thousands of people back and forth. Mr. McDermott replied that developing a relationship with CTB partners is important, and the work that has already been done would reduce costs to the public, although he does not believe they can count this towards a match.

Ms. Mallek asked if a request for matching funds could be made if a new offer was made by a coalition of developers to contribute to part of the bridge. Mr. McDermott replied that he would have to research this, although the way proffers are made he does not think they could use cash.

Mr. Foley said they should be as creative as possible and perhaps use the EDA.

Mr. McDermott next discussed Route 250 East improvements to improve traffic flow. He said they have submitted a Smart Scale application for a diverging diamond at the intersection, which should open up things. He stated that future development in Rivanna would create an additional need for traffic improvements, and said they originally were looking at widening the road, but are looking at all options.

Mr. Randolph suggested that instead of adding two lanes, they look at the possibility of making the third lane that exists on part of the road an alternating lane that could be adjusted according to traffic conditions. He said that by creating a smart lane with an X or green light they could control direction remotely, and this would be more cost effective and less environmentally damaging than widening the road. Mr. McDermott replied that reversible lanes are a great option to consider. He reviewed bicycle and pedestrian projects, including options for Pen Park Drive sidewalk connections and Avon Street, and said there are additional projects that are listed in the documents provided to members of the Board that he had not yet reviewed.

Mr. McDermott said that at Plank Road in Batesville, they have received requests for restrictions on through trucks to curtail speeding, and are in discussions with VDOT about traffic calming.

Ms. Palmer said the road in Batesville was classified as being a connector road, which triggers repaving, and this area was recently repaved, resulting in increased speeding. She asked Mr. DeNunzio if this classification of Plank Road as a connector is correct, and if it is possible to have restrictions on trucking. She asked about the option of installing a sign on US 29 at Plank Road to advise trucks of a bridge weight restriction on Plank Road, noting that there has been property damage caused by trucks turning around. Mr. DeNunzio responded that a review of the road classification was conducted in 2014 and the functional classification did not change. He said the paving schedule is not related to functional classification and is based upon the condition of the road, and there were too many cracks in the road for sealant to work so they put in a new structural overlay. Mr. DeNunzio noted that he would be meeting with traffic engineers the following week to review physical or non-physical traffic calming options. He said that a restriction on trucks is not an option because it is a secondary road, and there is an advisory sign for trucks planned, but he does not know if it has been installed yet.

Mr. Dill said that trucks are driving on weight-restricted roads because they are following GPS, particularly on Polo Grounds Road at US 29, and as a result, trucks get stuck at the railroad bridge. He

said there is a sign that says trucks are “not recommended,” but wonders if there is a better option such as restricting trucks over a certain size. Mr. DeNunzio said there is not a middle option between a sign that indicates trucks are not recommended and an all-out restriction on trucks. He said he thinks there is a sign that indicates a height restriction on Polo Grounds Road, and said he is in the process of learning about options they have for affecting GPS directions. Mr. DeNunzio stated that he understands there is a separate GPS for trucks that warns of restrictions, although some trucks do not use the truck GPS.

Ms. Mallek said the issue at Polo Grounds Road is more than just height, and 60-foot trucks are not able to get in and out without causing damage. She asked if they could add more signage rather than banning trucks, as many would not qualify for the ban. Mr. DeNunzio said there are roads that have length restrictions and gave examples of ones at Route 22/Route 231 and Route 151.

Mr. McDermott listed some other County transportation initiatives: discussions with transit providers about communication coordination; a Woodbrook Elementary School Traffic Impact Study; a transportation project prioritization study to find a better method to combine lists of projects and evaluate them objectively; scenic byways designations, including discussions with Greene County about a scenic byway at Route 230 in Madison; and VTrans multi-modal efforts.

Ms. Mallek said she was on the VTrans study group that issued a report 18 months ago and they had not looked at any local County plans, which is unfortunate.

Mr. Randolph said that an effort is underway by a community group to restrict truck traffic on Route 231 off Route 22 from Gordonsville to Cismont.

Mr. DeNunzio addressed the Board and reported that the agency had recently rearranged areas of responsibility for VDOT residencies, with his new territory including Albemarle, Greene and Madison, but he no longer covers Louisa County. He said they have also moved some staff members around and he has brought new staff members to the meeting. Mr. DeNunzio introduced Ed Nicholas as Assistant Residency Administrator, who would have paving and snow removal responsibilities. He introduced Adam Mohr, who would work with land development and engineering and as a liaison between district and residency staff for the Smart Scale projects. He reviewed various other staff changes in the VDOT office.

Mr. DeNunzio reviewed some ongoing VDOT activities, including hurricane preparedness and snow preparation, and reviewed items in the October monthly report. He said they had held a stakeholders meeting for the bridge at US 250/Ivy Creek, and one option is to have a full closure of the bridge for 16 days, with another option to keep it open with one lane, which would take several months to complete. Mr. DeNunzio stated that they would have a public hearing later this year. He commented on the 151/250 intersection, for which they would install a temporary signal, and noted that they hope to resurface US 250 during the first quarter of 2017 with a high-friction surface. He reported that the Route 795/Blenheim Road Bridge would be replaced by a modern truss with a single lane and would look similar to the old bridge.

Mr. DeNunzio reviewed the current status of Route 29 Solutions, stating that the Route 29/Route 250 ramp contract has been completed, and they are working on the landscaping plan and wall staining. He said the Rio Road grade-separated intersection paving and markings are complete, and they are studying the signal timings, with a two to four second left turn adjustment this week. He stated that girders have been installed at Berkmar Bridge, and crews are preparing the bridge decking for concrete pouring, with completion scheduled for mid-summer, which is ahead of schedule. Mr. DeNunzio said that work continues on the western side of Route 29 to widen the highway, with the next major traffic shift planned for November. He said that building demolition at Seminole Square and utility relocation are almost complete for the widening of Hillsdale Road. Mr. DeNunzio reported that for rural rustic roads, Doctors Crossing was completed a month ago and has turned out nicely. He summarized work on two safety projects: Brock’s Mill Road was finally completed this year after 10 years of planning and is now a state maintained road; VDOT plans to install a guardrail and widen the shoulder at 810; and the Route 61/Old Lynchburg Road project land swap is complete, with drainage work completed and planning underway for a right of entry.

Ms. Palmer asked if the improvements would allow for easier passage of bicycles and if the shoulder would be paved, as there is a lot of bicycle traffic on this road. Mr. DeNunzio replied that a portion of the shoulder would be paved, which would help. He said they are preparing curb installations and ADA ramps for Barracks Road, and this year obtained an incidental concrete contract. He said that although it would be a long process and they have limited funds, he would take half of the funds and begin to address crumbling gutters and sidewalks in the older neighborhoods around Charlottesville, including Four Seasons improvements. He concluded his presentation and invited questions.

Ms. Mallek asked if the stone under Berkmar Bridge could become a parking lot and if the Board needs to take action. Mr. DeNunzio replied that this is in process.

Ms. Mallek requested that he consider installing a three-way light at the gateway at US 250 and Crozet Avenue. Mr. DeNunzio said a three-way signal cannot be installed, as modeling showed it would make the situation worse at US 250.

Mr. Dill asked for the timeframe of light synchronization on US 29 and if they must await completion of the entire project. Mr. DeNunzio replied that it is an ongoing process, and they are constantly making adjustments but it has improved. He stated that adaptive signaling technology would be installed after the project has been completed, and said the planned crosswalk at State Farm

Boulevard at Pantops would have adaptive technology as well as a pedestrian button.

Mr. Randolph asked how long the bridge would be closed for the replacement at Route 795/ Blenheim Road. Mr. DeNunzio responded that he does not know and would send an email to Board members with this information. He said if the structure is prefabricated, it would be a quicker installation process.

Agenda Item No. 14. **Transportation Matters:** Route 29 Solutions Project Delivery Advisory Panel (PDAP) Monthly Update.

Mr. Mark Graham addressed the Board and said that most of the highlights were covered earlier. He noted that there are some software problems with the pedestrian crossing signal at Rio Rd/US 29, as the light takes a long time to change upon activation of the button, but they are working to resolve this.

Agenda Item No. 15. **Presentation:** FY 16 Unaudited Annual Financial Report (UAFR) and FY 16 Annual Economic Indicators Report (AEIR).)

The Executive Summary presented to the Board states that the attached FY 16 Unaudited Annual Financial Report (UAFR) (Attachment A) provides preliminary information about the County's General Fund operations and estimated Fund Balance as of June 30, 2016. The attached FY 16 Annual Economic Indicators Report (AEIR) (Attachments B and C) provides an overview of general economic conditions in the County in FY 16, as well as a forecast of these conditions in FY 17

*Unaudited Annual Financial Report*

The UAFR reflects year-end data through June 30, 2016, the end of FY 16. The revenue information in the attached UAFR is organized in a way that is consistent with the revenue section of the County's budget document. Expenditure data is presented following the format of Exhibit 12 of the County's Comprehensive Annual Financial Report (CAFR). Line item titles in the UAFR match the line item titles in these two documents. The columns in the UAFR show FY 16 Adopted Budget revenues and expenditures, Revised Budget revenues and expenditures, as well as Year End actual revenues and expenditures. Each of these Year End figures subsequently is expressed as a dollar difference from, as well as a percentage of, the amount of the relevant dollar amount in the FY 16 Revised Budget.

Highlights of the attached report include:

FY 2016 Revenues		FY 2016 Expenditures	
Revised Budget	\$252,405,150	Revised Budget	\$252,405,150
Actual Revenues (including Transfers In)	\$255,007,275	Actual Expenditures (including Transfers In)	\$248,798,020
Amount Over (Under Budget)	\$2,602,125	Amount Over (Under Budget)	\$(3,607,130)
% Difference	1.03%	% Difference	-1.43%

Details of the significant revenue and expenditure variances are found on pages 2-5 of the UAFR.

FY 16 Fund Balance & Use of FY 16 Fund Balance

The General Fund estimated FY 16 ending fund balance will increase by approximately \$6,209,255 based on the favorable results of actual revenues and expenditures. When this amount is added to the current balance and after reserving the portion of fund balance necessary to maintain the County's 10% fund balance policy and future approved/planned uses of fund balance, and after the audit is complete, the anticipated balance of \$8,635,700 which is equal to 3.42% of the FY 16 General Fund budget, will be available for potential one time uses as part of the FY 18 budget development process, for transfer to the Capital program, or for other uses as appropriated by the Board of Supervisors.

The School Division's estimated FY16 ending fund balance will be transferred to the General Fund-School Reserve in accordance with the County's fund balance reserve policy. The \$1,363,869 estimated fund balance is below the 2% maximum reserve and will be available for School Division purposes subject to appropriation by the Board of Supervisors.

*Annual Economic Indicators Report*

The FY 16 Annual Economic Indicators Report provides an initial overview of general economic conditions in Albemarle County at the end of the fiscal year, and presents a preliminary glimpse of the expected state of the economy in FY 17. Table I allows a multiyear comparison of data. Highlights from the report include:

General economic activity, as measured by the preliminary unaudited tax revenues in six representative streams, appears overall to have continued growing at a fairly moderate pace. Changes in these revenue streams ranged from -1.18% in Consumer Utility Tax to 41.61% in Inspection Fees. Note that these figures are tentative and subject to revision. The information in Table I suggests that the County's economy grew at a decent pace in FY 16, comparable to the growth that took place in the previous fiscal year.

Albemarle's average monthly unemployment rate declined from 4.26% in FY 15 to 3.43% in FY 16. The 0.83 percentage point (pp) drop resulted in a rate of unemployment that staff currently considers

to be the “frictional” or “full” unemployment rate. In FY17, the average monthly unemployment rate is expected to be 3.41% or essentially unchanged from FY16. This flat performance does not necessarily mean that the County’s unemployment situation would be stagnant, since the rate does not tell us anything about the particular individuals entering and leaving employed status.

The average monthly total number of jobs in Albemarle County grew fairly strongly between FY15 and FY16, at a level reasonably consistent with the growth that took place between FY14 and FY15. The County is estimated to have experienced a net gain of 880 positions in FY16, with the total number of positions rising from 51,332 to 52,212. Note that the FY16 total jobs number is an estimate because the final numbers are not yet available from the Virginia Employment Commission (VEC). The numbers, furthermore, do not necessarily reflect a rise in full-time, permanent positions. The projection for FY17 is that the County will experience a net gain of 1,084 jobs, resulting in a total jobs base of 53,296.

Revenue and expenditure data contained in the UAFR reflect the state of the County’s budget-to-actual performance as of June 30, 2016. Data shown in the AEIR reflect economic variables that impact the County’s current and future revenues and expenditures.

These reports are for information only and no action is required by the Board.

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Ms. Betty Burrell, Director of Finance, addressed the Board and stated that the preliminary financial report is the culmination of work conducted by the Department of Finance, the Office of Management and Budget, and Fiscal Services, and she expressed her appreciation for their assistance. She said that several transactions have been posted since completion of the report so it is not a final report. Ms. Burrell stated that the draft audited Comprehensive Annual Financial Report (CAFR) would be presented to the audit committee in November, and the Board would receive the final report at the December 7 meeting. She said she would highlight changes in revenues and expenditures in the General Fund and the School Fund, and would round figures to the closest hundred thousand or million dollars. She stated that the General Fund completed the year with \$6.2 million in net revenues over expenditures, with a total revised budget of \$252.4 million, while the County collected \$255 million in revenue, about 3% or \$2.6 million above budget. Ms. Burrell noted that the expenditures and transfers of approximately \$248 million were \$3.6 million below budget, stating that both revenues and expenditures are within the 5% level of tolerance recommended.

Ms. Burrell reported that real estate tax revenue exceeded budget, largely due to the two-cent tax increase imposed by the Board in April, property value increases and new construction, increased efforts on collections of delinquencies, and a stronger than expected economy. She said expenditures were below budget resulting from County staff vacancies, utilities and fuel savings, and the contingency account. She said the General Fund 2015 audited balance was \$39.9 million and, after setting aside \$33.7 million as the 10% target to always retain as a balance, there was \$3.7 million of previously approved uses of the fund balance. She said that she anticipates there would be approximately \$8.6 million available in the fund at the end of FY 16 for one-time expenditures.

Ms. Burrell stated that the school division budget report should have said “planned use of excess funds” instead of “appropriated use of fund balance.” She provided a figure of \$167.4 million for the school division budget, with preliminary revenue of \$166 million, which is slightly under budget. She cautioned that there are still ongoing journal entries. She said they realized almost \$2.2 million in expenditure savings. Ms. Burrell stated that the FY 16 ending June 30, 2016 figure may be as much as \$4.7 million, compared to \$2.3 million at the end of FY 15. She said that for FY 17, there could be between \$975K and \$1.3 million available for the Board to appropriate to schools. She noted that staff has been diligently preparing for next week’s external audit to be conducted by Robinson, Farmer and Cox Associates. She said they expect the draft CAFR to be ready by October 31, and that everything seems to be on schedule.

Ms. Mallek, asked if the “previously appropriated use of fund balance” is what the schools are planning to use this year. Ms. Burrell responded this was the error she mentioned at the beginning of her remarks, and “approved” should be substituted for “appropriated.”

Mr. Foley stated that the excess ending fund balance is something they have discussed with the Board for use in the implementation of the strategic plan, and staff would come up with recommendations for the Board. He cited ACE as a potential use for these funds.

Mr. Steven Allshouse, Manager of Economic Analysis and Forecasting, addressed the Board and referred to the annual economic indicators report in the packet distributed and he would send a PowerPoint presentation to members by email. He said the County’s economy this year was stronger than he anticipated, with job growth of 880 jobs, according to Virginia Economic Commission, including full, part-time and temporary positions. He cautioned that the numbers provided are typically one to three quarters behind, and he must estimate what is actually going on in the present time. Mr. Allshouse stated that revenues were above expectations for FY 16, and he expects this trend to continue in FY 17. He referred to the labor force participation rate, which includes those ages 16+ who are employed or looking for work, which they classify as participating in the labor force. He said that according to the federal American Community Survey, this number increased significantly last year, which is encouraging. He stated that the unemployment rate declined by .8%, and noted that the combination of a labor force increase and unemployment rate decrease means that people are entering the labor force and finding work. He stated that the study has a margin of error, so it may not be completely accurate.

Ms. Palmer asked how this corresponds with property tax revenues. Mr. Allshouse pointed to sales, BPOL, food and beverage, and personal property taxes, which are affected by an improving economy. He said the impact on property taxes is delayed, and that improvements in the labor market are expected to result in increased tax revenues. He stated it is a difficult time to forecast and there is a lot of conflicting data, although he is optimistic that things would continue to improve.

Ms. Mallek asked about the 8% increase in the Transient Occupancy Tax in his report and whether this resulted from having more establishments registered, and if the County is capturing more AirBnB businesses. Mr. Allshouse responded that he does not have this information, but would obtain it. He said there are several new hotels under construction or planned in Charlottesville, but only one project is planned for Albemarle County, and he suspects the current 70% average occupancy rate of area hotels would decline after the new hotels have opened.

Mr. Foley suggested that Mr. Allshouse talk about recent increases in new development fees collected. Mr. Allshouse confirmed that this was true, although he expects a slight decline in FY 18 as there would be fewer new development projects.

Ms. Palmer asked if he could provide data on tax revenues collected from Amazon.com, as she is concerned that they may be losing revenue as people order products online. Mr. Allshouse responded that he would look into this and whether the tax revenue is based upon the residency of the purchaser or the location of the distribution center from which the order is fulfilled.

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Agenda Item No. 16. **Presentation:** Albemarle County Service Authority Quarterly Report.

Mr. Gary O'Connell, Executive Director of ACSA, addressed the Board. He said that most of his presentation is in the report he has provided to the Board, but he would highlight several items. He stated that they are in the second year of the "Imagine a Day Without Water" student art contest, with 500 students participating last year. Mr. O'Connell reported that they have distributed 9,000 information flyers to the schools promoting the contest. He reported that the ACSA is in the midst of a water meter replacement program following identified performance issues with some meters and has sent letters to affected customers, a copy of which he would leave with the Clerk. He said the ACSA has updated the hydrant meter program to improve field management and tracking, noting that there are yellow meters attached to designated fire hydrants.

Mr. O'Connell reported that they are in year four of a five-year strategic plan, with major projects including water line replacement and sewer system rehabilitation. He said they have spent about \$22 million on capital projects during this period, and next year would begin preparing a new five-year strategic plan with a look at new projects to focus on. He stated that they have updated the Glenmore waste water treatment plant agreement as it had become outdated, and have also conducted a study of capacity at Glenmore that shows they are in good shape. Mr. O'Connell reported that they are conducting a vulnerability/emergency planning assessment with water partners, including Charlottesville and University of Virginia utilities, the RWSA and ACSA, and they have collaborated on several workshops. He thanked the County police and fire departments for their participation.

Mr. O'Connell stated that the report he provided includes 25 capital projects, and he would mention a few that have been completed: the Key West and Michie waterline work and the Oak Hill sewer project are complete; and the ACSA is about to begin a project that would connect water lines under the river between Key West and Dunlora.

Mr. Dill noted that when they recently approved a 2% raise for County employees, the RWSA enacted a 3% raise for its employees, and he wonders why they approved a higher increase than the County did. Mr. O'Connell replied that they conducted a market assessment and with all the new construction going on in the area, it is becoming more difficult to attract technically qualified workers, so the 3% raise was included in the budget approved by the RWSA Board. He said they are in the midst of a detailed salary survey that looks at competition from other localities.

Ms. McKeel said he was wise to increase salaries, and cited the County Human Resources report that showed the County is having difficulty in retaining employees.

Mr. Dill asked if the RWSA uses the County HR Department or if they have their own, and asked how many employees they have. Mr. O'Connell replied that RWSA has its own HR Department and uses the Virginia Retirement System for retirement as well as the County's health care plan, noting that the RWSA has a total of 75 employees.

Ms. Mallek asked if the yellow hydrants have backflow preventers and asked if they are replacing the meters with like meters or changing the type of meter. She asked if they are smart meters and said that some constituents are averse to the use of smart meters, with some people moving from Charlottesville to the country to avoid exposure to them. Mr. O'Connell replied that they are smart meters and said they conduct backflow system testing every year. He said the meters are from the same manufacturer and are still under warranty, and the manufacturer has improved the design, with a meter reader using a wand to read the digital meters.

Ms. Mallek stated that a constituent stopped her in the grocery store and asked about fire hydrants in Berkeley. She asked if he could just skip the ones for which they cannot obtain easements and install the rest of them.



Ms. McKeel said she has heard a similar thing about Berkeley and some residents live out of town, which may be the reason for the slow response with the easements. Mr. O'Connell responded that the ACSA has had delays in obtaining easements, mostly for hydrants, though he believes this would be settled after this week. He added that in some neighborhoods, residents are slower to respond.

Ms. Mallek commented that the benefits to resident's fire insurance would be astronomical.

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Agenda Item No. 17. Rivanna Water and Sewer Authority Quarterly Report. **Moved to Consent Agenda.**

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Agenda Item No. 18. JAUNT Annual Report.

**(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 and Buckingham 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. JAUNT is the subject of Agenda Item No. 18 and a portion of Agenda Item No. 21, and I could realize a reasonably foreseeable direct or indirect benefit or detriment as a result of any decision related to JAUNT.")

**Mr. Sheffield then disqualified himself from participating in the discussions and left the meeting at 4:56 p.m.**

Ms. Karen Davis, Assistant Executive Director of JAUNT, addressed the Board and displayed a PowerPoint presentation that began with the FY 16 Annual Report. She thanked members of the Board who attended the recent annual JAUNT awards banquet and listed JAUNT Board members from Albemarle including Ms. Fran Hooper, President, Mr. Ray East, Mr. Juan Wade, and Mr. Bill Wuensch.

Ms. Davis reviewed the primary responsibility of JAUNT, which is to provide urban and rural transportation for residents with disabilities. She reviewed the days and hours of operation and fare rates, and displayed a graph of ridership numbers that shows the number of users is increasing, with a chart of statistics showing the following: total passengers in 2016: 315,990, total revenue-producing hours: 117,132; total miles driven: 2,186,599. Under the category of Cost Performance, she provided the following figures: operating cost/revenue-producing hour: \$41.67; admin cost/revenue-producing hour: \$9.72; total cost/revenue-producing hour: \$52.25; operating cost/passenger trip: \$14.81; admin cost/passenger trip: \$3.60; total cost/passenger trip: \$19.36; total cost/miles driven: \$2.69. Ms. Davis stated that under Service Performance, there were 2.7 passenger trips/revenue hour.

Ms. Davis next reviewed how JAUNT obtains matching funds for the urban and rural services it provides: for urban service, \$1 of local funding is matched by \$.46 in other revenues; the \$.46 includes \$.25 federal, \$.12 state, and \$.09 in fares. For rural service, she said, \$1 local funding is matched by \$2.19 in other revenues; the \$2.19 includes \$1.36 federal, \$.36 state and \$.47 fares. She presented a pie chart of public operating revenues showed the following: total revenue is \$5,142,077, which includes revenues from local, federal, state and fares. She showed a pie chart indicating local funding distributed to each locality within the service area including Charlottesville. She said that although the general trend has been for increased ridership each year, ridership declined last year, which she speculated could be a result of low gas prices and users choosing to drive themselves.

Ms. Davis presented the next slide listing opportunities and challenges, which included the following: 29 Express, Crozet Express, competitive driver pay, inclusive planning, Smart Fare media and real-time arrival, the AMTRAK station, hospitality and tourism transportation, and rural connections. She said the new 29 Express to UVA that began in May has two routes, 7 and 8 a.m., with 8 a.m. being the more popular one. She said that ridership has been increasing and they may need a larger vehicle soon. She stated they are working closely with the University of Virginia to get the word out to their employees, and they are in discussions with UVA about establishing a Crozet Express, with a recent survey showing that many employees are interested. She said that UVA has a density map that shows where employees live, which would be helpful in planning a route. Regarding driver pay, she said that they were not competitive with Charlottesville Area Transit System (CATS). She stated that they were able to find some cost savings, which enabled them to raise driver pay by \$1/hour, and JAUNT would like to be able to match CATS driver starting salaries. Ms. Davis said they would like to have the average wage be \$15/hour, and current starting pay is \$13.86/hour. She said that inclusive planning describes their effort to coordinate with CATS. She reported that they would apply for a grant to cover the cost of implementing a Smart Fare media and real-time arrival system, and that CATS has already implemented this system. She said that for AMTRAK station service, they can potentially coordinate with CATS to provide service. Ms. Davis noted that JAUNT participated in a recent discussion with tourism and hospitality sites about providing service, including to Monticello, and said for rural connections they are looking to establish more commuter routes to Charlottesville from rural areas.

Ms. McKeel encouraged her to work closely with Charlottesville and CATS so that transit can be seamless and efficient, resulting in more cost savings.

Ms. Davis presented a slide showing a proposed FY 18 draft budget that includes a local match of \$1,560,639, an increase of \$47,915 over FY 17. She said this figure does not include a Crozet Express

service and also does not account for a new partnership to purchase fuel from the County, which could save \$30,000.

Ms. Mallek asked for a definition of a “rural route” and if it must originate from a rural area. Ms. Davis confirmed that a route must originate from a rural area to be classified as a rural route.

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Agenda Item No. 19. Closed Meeting.

At 5:08 p.m., Mr. Dill **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 are pending vacancies or requests for reappointments. The motion was **seconded** by Ms. Mallek.

Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Palmer, Mr. Randolph, Mr. Sheffield, Mr. Dill, Ms. Mallek and Ms. McKeel.

NAYS: None.

ABSENT: Mr. Sheffield.

**(Note: Mr. Sheffield joined the Board in the Closed Meeting except for the portion in which the appointments to the JAUNT Board was considered.)**

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Agenda Item No. 20. Certify Closed Meeting.

At 6:07 p.m., the Board reconvened into open meeting and Mr. Dill **moved** that the Board certify by 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 carried by the following recorded vote:

AYES: Ms. Palmer, Mr. Randolph, Mr. Dill, Ms. Mallek and Ms. McKeel.

NAYS: None.

ABSTAIN: Mr. Sheffield.

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Agenda Item No. 21a. Boards and Commissions: Vacancies and Appointments.

Ms. McKeel **moved** to make the following appointments/reappointments:

- **appoint** Mr. Bruce Vlk to the Agricultural and Forestal District Advisory Board with said term to expire April 17, 2019.
- **reappoint** Mr. Raymond East and Ms. Frances Hooper to the JAUNT Board with said terms to expire September 30, 2019.
- **reappoint** Mr. Manuel Lerdau to the Natural Heritage Committee with said term to expire September 30, 2020.
- **reappoint** Mr. James Sofka to the Route 250 West Task Force with said term to expire September 5, 2019.

Ms. Mallek **seconded** the motion.

Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Palmer, Mr. Randolph, Mr. Sheffield, Mr. Dill, Ms. Mallek and Ms. McKeel.

NAYS: None.

ABSTAIN: Mr. Sheffield.

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Agenda Item No. 22. From the Public: Matters Not Listed for Public Hearing on the Agenda.

There were none.

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Agenda Item No. 23. **Discussion:** Route 29/Rio Small Area Plan Update.

The Executive Summary presented to the Board states that in October 2015, the County received a \$65,000 grant from the Virginia Office of Intermodal Planning and Investment. The grant purchased consultant services provided by the team of Renaissance Planning Group (RPG) and Michael Baker International to support the Rio/29 Small Area Plan project. As part of the scoping for the project, the work was divided into two phases. Funding for Phase 1 is covered by the State grant. When complete, it will provide the preferred land use alternative for the Study Area. Phase 2 will work from the preferred land use alternative to develop a final land use plan, urban design plan, transportation plan and implementation action plan for the Study Area, as well as a final report.

At the October 5 Board meeting, the consultant will present a summary of their findings along with the community input received to-date on the Small Area Plan. Work thus far has included the completion of a Study Area analysis and a partial Market Assessment. Staff and the consultant team presented findings to the Places29-Rio and Hydraulic Community Advisory Committees (“CACs”) in August and to members of the community at a community meeting on September 16, 2016. CAC members and citizens provided feedback on the uses and forms they would like to see for future development in the area (see Attachment A). Unfortunately, residents of the 20-45 year old age group were not well represented at the community meeting. Future outreach will be needed to this sector of the population in order to assure that their perspectives are included in the final plan (see Attachment B). Staff also convened a business and developers roundtable in June to receive input from the business community about opportunities and obstacles to redevelopment within the Study Area (see Attachment C).

The Study Area analysis included a small amount of information for the Market Assessment; but a need exists for more detail than initially provided by the consultant. This detail will include more refined population information, the potential for target industries in the area (in particular, industries requiring industrial flex space) and more information on existing uses and businesses. Staff believes this information is essential to help create a realistic and feasible future vision for the Study Area. In order for the consultant to provide the more detailed Market Assessment as part of Phase 1, the preliminary trip generation analysis initially planned for Phase 1 will need to be delayed. Staff believes that the trip generation analysis can be provided with the more detailed transportation analysis without affecting the development of the preferred land use alternatives. The detailed transportation analysis is already anticipated as part of Phase 2.

Consultant services for Phase 1 of the Small Area Plan are funded through the Urban Development Area Planning Grant. The FY 16 budget and department work programs include Phase 2 of the project. Phase 2 may also be eligible for grant funding, but could be covered, if necessary, by the \$120,000 currently allocated for the Small Area Plan in the FY 16 budget.

This executive summary is provided for the Board’s information and any questions.

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Ms. Rachel Falkenstein, Senior Planner, addressed the Board. She said she would provide the Board with an update on the Rio/29 Small Area Plan project as they are wrapping up the first part of their work. She introduced consultants Mr. Mike Callahan and Mr. Vlad Gavrilovic of Renaissance Planning, as well as Ms. Emily Kilroy of Community Engagement.

Mr. Vlad Gavrilovic, Principle of Renaissance Planning, introduced himself to the Board. He said they are part of a state consulting team for the urban development area grant process and have worked across Virginia. He said they are excited to be working in their backyard and assisting the County in developing a vision. Mr. Gavrilovic stated that they have been working with County staff for a long time to assure understanding of the project scope. He displayed a slide that indicates two phases, Phase 1 and 2, stating that Phase 1 involves an overarching vision for the study area and identification of early actions to implement this vision; Phase 2 involves a detailed area plan that supports implementation of the vision. He listed the benefits of having two phases as certainty, alignment of vision with the market, encouragement of urban development, and enabling traditional neighborhood design.

Mr. Gavrilovic said the County has selected an urban development area, including Rio/29, and said the state’s UDA technical assistance program is funding Phase 1. He stated that UDAs are places suitable for higher density development that incorporate traditional neighborhood development principles as follows: pedestrian-friendly road design, street interconnection, connected road and pedestrian networks, natural area preservation, mixed-use neighborhoods and housing types, reduced building setbacks, and reduced street width/turning radius.

Mr. Gavrilovic reviewed updates to the Phase 1 project scope and said that staff has identified a need for a more detailed assessment to include: more refined population information for the study area, potential for target industries with focus on industrial/flex uses, employment forecasts, and housing/workforce availability. He stated that market data would inform Phase 1 visioning, and said they have moved the analysis of trip generation to Phase 2 to accommodate additional market analysis work within Phase 1.

Mr. Mike Callahan, Project Manager for Renaissance Planning, addressed the Board. He said he would review past and present conditions within the study area that would influence the alternatives to be considered. He presented an aerial view of the area in 1957, which showed a mostly rural landscape with farmland, and presented an aerial view from 1966 that showed some development with housing subdivisions. Mr. Callahan presented a 1980 image showing the site of the Fashion Square and Albemarle Square malls and some high-density residential; and 1990 and 2000 images showed more development. Mr. Callahan stated that he expects the area to continue to change over time, and said their study looked at existing conditions, policy and code, market and transportation. He presented a slide displaying a census tract data of the Rio/29 analysis area and compared it with data of the County, City and state, noting that categories included median age, median home value, unemployment rates, and owner/renter occupied units, as well as some other categories. Mr. Callahan next summarized important environmental features of the area, stating that slope areas are the primary natural constraint, especially between Route 29 and Berkmar Drive. He said the Rivanna River is a significant natural feature, and storm water management would be needed to support higher density.

Mr. Callahan next summarized Albemarle County and Places 29 plans, noting that they specify the development area, a mixed-use center, and no changes to single-family areas. He said that current County zoning is different than that of Places 29 and includes a lot of retail with minimal mixed-use zoning. He stated that they would have to look at how to reconcile zoning with the future land use policy. He showed a list, by category, of study area business types that showed retail trade at the top of the list, with retail making up the largest use of land within the study area, followed by light industrial, residential multi-family, office and civic. He presented a graph that shows projected annual growth of several industries within Albemarle, with healthcare being the fastest growing and retail showing much slower growth. He next discussed the relationship of the value of a building to the value of the underlying land, with a relatively low ratio within the vicinity of Rio/29, which indicates the potential for redevelopment. Mr. Callahan stated that a high ratio would indicate conditions for stability. He next showed a map of vacant properties within the area, with most vacant property concentrated along Route 29 near the river, and his next graph showed vacancy rates for industrial/flex, office and retail within the small area plan area over the past 10 years. Mr. Callahan then presented a map of land parcel ownership. He commented that many of the parcels within the development area are larger, which makes larger scale development easier as they would not have to combine that many parcels, and presented a map showing the pedestrian and bicycle areas within the SAP.

Mr. Callahan summarized the takeaways of the study as follows: the area was built for cars, which is reflected in building and street design, however, there is a desire for something different, such as a walkable, mixed-use center; retail is important to the mix but may not be the driver of change; to achieve the vision, they would require better streets, better connectivity, human-scale design, new uses, and a partnership between the County and property owners and developers. Mr. Callahan provided feedback received from attendees of recent meetings from July to September, including the business/property owner focus group, advisory committee, technical committee, and community meetings. He invited Mr. Gavrilovic to summarize the feedback received from these meetings.

Mr. Gavrilovic listed the following impediments to redevelopment from the perspective of business and property owners: lease agreements, development staging, parcel fragmentation, height limits, zoning, risk, traffic, and attitudes towards growth and development. He next listed opportunities from as follows: supportive zoning, multi-family housing, offices, vertical mixed-use, visibility, and place making. He showed the following list of needs: leadership and partnerships, streamlined processes, match future zoning with future vision, infrastructure, flexibility, public transportation, and incentives.

Mr. Gavrilovic next provided feedback from the community meeting. He provided a list of desired uses obtained from attendee feedback which included: more open space and civic space; a mix of uses, both vertical and horizontal; additional housing types; more office space; less parking, as many spaces go unused; community-oriented uses; entertainment uses; a transit hub, natural features, including trees and greenery, river access, and a tree line buffer along Route 29; sensitivity to neighborhood transition between commercial and residential, with setbacks from single-family dwellings; height restrictions of three to four stories to allow more density, but not obstruct views; pedestrian/bicycle access, pedestrian safety, parking on periphery or in garages, energy efficient/sustainable building; and maintaining dark skies. He also presented a list of things to avoid: tall buildings, strip malls, car-oriented development, inappropriate scale, large parking lots, overly dense residential areas, congestion/noise, decreased safety, light pollution, fragmented development, lowering the cost of development, destruction of natural areas, quick business turnover, and large subdivisions.

Albemarle County Community Engagement Specialist, Emily Kilroy, addressed the Board and said she would provide an update on community engagement efforts with Places 29. She listed her office's goals: to provide educational opportunities regarding the planning process, specifically the Small Area Plan; to gather public feedback; to disseminate community input to the Planning Commission and the Board; to establish realistic process and timeline expectations; to keep the public informed about the SAP as it moves through the process; and to provide transparency as to how public input is used to develop alternatives and strategies. She summarized communication efforts to the community, including meetings, a library kiosk, flyers, a focus group, Facebook, a project webpage, a YouTube video, and direct mail to businesses and homeowners associations. She listed some upcoming events, including a young professionals' mixer at Burton's Grill, a PTO meeting at Agnor-Hurt Elementary, and an online virtual community meeting. She described positive local media coverage.

Mr. Dill asked what the role of creative people has been in other communities in formulating a vision. He expressed his view that when so many people provide input and they try to placate everyone, the result is typically something ordinary. Mr. Callahan responded that the feedback they have received has reaffirmed their vision, although it would affect the design. He said there is general agreement with just a few points of contention.

Mr. Dill noted that the market often determines design. Mr. Gavrilovic said now that they have received input from the community, the next step is to inspire the vision and present the community with alternatives and provide examples of projects in other communities that have provided social, economic and environmental benefits.

Ms. McKeel said that it can be difficult to imagine something outside of what one is used to, and the Board is looking for something inspirational that can "wow" people.

Mr. Foley pointed out that the Comprehensive Plan was developed with community input and the Small Area Plan falls within this and is not inconsistent with it.

Ms. Palmer stated that the Board would eventually have to determine what the plan would require versus what it would suggest, and noted that future market forces are difficult to predict. She asked the presenters, considering other communities that have planned for redevelopment, how much they write in stone as a requirement versus how much is suggested.

Mr. Callahan said that at the July 21 focus group, they heard requests for flexibility with development and use.

Mr. Gavrilovic stated that it is a challenge to get people to think long term, and it is difficult to predict the market, but it is important to show in which direction you are going and to provide visuals to developers and residents of the future build out. In terms of placing requirements in the zoning code, he said they do need to review current zoning to make sure it supports the vision and that flexibility can be incorporated in the zoning to give more certainty as to how it would look and with regard to flexibility of uses.

Mr. Randolph expressed his view that if they do not incentivize development that is consistent with a vision, in terms of taxes and code restrictions, and do not establish a set of structures, then the transformation process would roll out very slowly. He said the Board is the determiner in establishing the vision, and said he looks forward to dialogue with the planning consultants as to what is appropriate for the location.

Ms. Palmer referred to a statement by citizens indicating that most of the area would require rezoning or special use permits, and asked the planning consultants if they have found this in the SAP. Mr. Gavrilovic responded that they would not know this until they start creating alternatives, and after they have developed designs they would be able to see if there are zoning impediments.

Ms. Mallek stated that for the project to succeed, it would require support from those living around it, and she believes that public engagement is very important. She said they should avoid the establishment of requirements that sound great but turn out to be obstacles, and used an example of a requirement in the Crozet Master Plan that every building have vertical, mixed-use structures. She said this made it difficult for developers to obtain financing. She requested of the planners to be on the lookout for any old burial or historic sites they may encounter, to identify them prior to the commencement of construction, and to be mindful of how important they can be.

Mr. Randolph said the vision is important to the community, that they see it as qualitatively different and an improvement over what they have now, in terms of quality of life. He said there is an opportunity to quickly develop consensus in the affected community.

Mr. Dill asked the planners if they have worked on other projects that involved transforming commercial areas to heavy residential with smaller scale. Mr. Gavrilovic provided the example of Dulles Town Center in Loudon County which was originally planned to be all commercial but converted to mixed-use, with apartments and condominiums, as a result of a recession that decreased demand for commercial space. He said it became a true community with a central park. Another example he provided is in Norfolk at a failing military-centered mall where they are introducing residential use to the existing retail as a cornerstone for vitality and creating a destination center.

Ms. Palmer asked if they have information regarding how the increasing use of on-line shopping would affect future commercial development. Mr. Callahan said he does not have any data specific to the area, but he saw a figure that purchases through mobile phone applications (apps) increased 42% last year. He said he read an article that estimated the percentage of shopping malls that are likely to close over the next 15 years and it was a surprising number. He said he can look for data to provide to the Board and that it is a trend.

Mr. Randolph said that Wal-Mart is having to close some stores as a result of increased on-line shopping.

Mr. Gavrilovic said another trend is that retail stores are becoming show rooms with a need for less space for product. He said the ability for businesses to have remote meetings and employees working from home is affecting the size of office space.

Ms. Mallek asked if any attendees at the community meeting brought up shared-use where start-up companies can share space. Mr. Callahan said this topic did not come up, but that it is interesting as more people are working as independent contractors.

Mr. Gavrilovic expressed his view that the use of more shared-use, incubator offices would drive mixed-use development with coffee shops and retail. He said this could be an interesting topic to broach with the upcoming young professionals meeting.

Mr. Dill asked how this development would be affected by other economic development efforts, such as high-tech manufacturing, and if there is a symbiotic relationship. Mr. Gavrilovic said this has been part of his discussion with staff, the need for flexible industrial or work force space.

Ms. Palmer asked when the Board would receive the next update on the project. Ms. Kilroy said it would likely be February 2017, at which time they would have the vision prepared.

Mr. Dill asked if there is any indication that property values are increasing in the Rio/20

development area as a result of the expectation of development, and suggested that they start looking at retail property transactions in the future to see if there is a change. Mr. Gavrilovic responded that tracking future real estate values is a good idea, and there tends to be a buzz when new development is planned.

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Agenda Item No. 24. **Public Hearing: ZMA-2016-0007. Hollymead Town Center (A-2) (Signs 24 & 31).**

MAGISTERIAL DISTRICT: Rio.

TAX MAP/PARCEL: 03200000004500, 03200000005000.

LOCATION: Hollymead Town Center Area A-2, the southwest quadrant of Seminole Trail (US 29) and Towncenter Drive to the west of Area A-1 in the Hollymead Development Area.

PROPOSAL: Request to amend proffers for ZMA 201000006 related to provision of for-sale affordable units, to reduce the cash proffer amount from \$12,400/townhouse or condominium and \$11,900/apartment to \$5,262 for these units, to modify a cash proffer for County recreational facilities to begin payment of the cash proffer with the 913<sup>th</sup> residential building permit, to add recreational facilities to the site, and to revise the phasing plan for residential and commercial use.

PETITION: Amendment to rezoning for 44.5 acres on property zoned Neighborhood Model District zoning district which allows residential (3 – 34 units/acre) mixed with commercial, service and industrial uses. Existing density is 27 units/acre. No change to density is proposed.

OVERLAY DISTRICT: EC-Entrance Corridor; AIA-Airport Impact Area; Managed and Preserved Steep Slopes.

PROFFERS: Yes.

COMPREHENSIVE PLAN: Urban Mixed Use (in Centers) –retail, residential (6.01-60 units/acre in Destination Centers), commercial, employment, office, institutional, and open space; Commercial Mixed Use -retail, residential, commercial, employment, office, Institutional, and open space; Urban Density Residential (residential (6.01 – 34 units/ acre) - supporting uses such as religious institutions, schools, commercial, office and service uses; and Light Industrial - manufacturing from prepared materials, processing, fabrication, assembly, and distribution of products. **(APPLICANT REQUEST INDEFINITE DEFERRAL)**

*(Advertised in the Daily Progress on September 19 and September 26, 2016.)*

Ms. Palmer stated that the applicant has requested an indefinite deferral, and it is up to the Board to decide whether to grant a deferral, which would require a motion.

Mr. Dill asked for the definition of an indefinite deferral and whether or not a time limit can be imposed. Mr. Kamptner replied that it allows the applicant to bring back the project at any time. He noted that the regulations require the deferral to be returned within one year from the date of the Board's motion to defer, or it is considered to have been withdrawn.

Mr. Randolph **moved** to defer ZMA-2016-00007 Hollymead Town Center A-2 proffer amendments. Mr. Dill **seconded** the motion.

Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Palmer, Mr. Randolph, Mr. Sheffield, Mr. Dill, Ms. Mallek and Ms. McKeel.

NAYS: None.

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**(Note:** Ms. McKeel left the meeting at 7:15 p.m.)

Agenda Item No. 25. **Public Hearing: FY 2016 Budget Amendment and Appropriations.**  
*(Advertised in the Daily Progress on September 25, 2016.)*

The Executive Summary presented to the Board 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 2016 appropriations itemized below is \$4,593,827.71. 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 2016 Budget Amendment totals \$4,593,827.71. The estimated expenses and revenues included in the proposed amendment are shown below:

ESTIMATED EXPENDITURES		
General Fund	\$	296,254.71
Special Revenue Funds		107,082.61
School Special Revenue Funds		2,020,324.82
Capital Improvements Funds		1,034,815.31
Debt Funds		1,135,350.26
TOTAL ESTIMATED EXPENDITURES - All Funds	\$	4,593,827.71

ESTIMATED REVENUES

Local Revenue	\$	286,643.49
State Revenue		552,761.31
Federal Revenue		287,170.03
Borrowed Proceeds		1,667,303.19
General Fund Balance		1,009,904.28
Other Fund Balances		790,045.41
TOTAL ESTIMATED REVENUES - All Funds		\$ 4,593,827.71

The budget amendment is comprised of seventeen (17) separate appropriations as follows, eleven (11) of which have already been approved by the Board as indicated below:

Approved April 12, 2016

- One (1) appropriation (#2016077) to appropriate \$320,324.82 to the School Division.

Approved May 4, 2016

- One (1) Appropriation (#2016078) to appropriate \$7,082.61 in recovered costs and donations to the Fire Rescue Department; and
- One (1) Appropriation (#2016079) to appropriate \$28,245.66 to purchase mobile data computers for volunteer stations.

This appropriation did not increase the total County budget.

Approved June 1, 2016

- One (1) Appropriation (#2016080) to appropriate \$1,700,000.00 to the school division;
- One (1) Appropriation (#2016081) to appropriate \$250,000.00 to the school division;
- One (1) Appropriation (#2016082) to appropriate \$498,930.04 to the Acquisition of Conservation Easements (ACE) program;
- One (1) Appropriation (#2016083) to appropriate \$55,175.50 to various local government programs; \$55,000.00 of the appropriation did not increase the total County budget;
- One (1) Appropriation (#2016084) to appropriate \$30,000.00 to the replacement playground equipment project at Meriwether Lewis Elementary School; and
- One (1) Appropriation (#2016085) to appropriate \$100,000.00 from the CIP to Fire Rescue Services for the contribution to the East Rivanna Volunteer Fire Company (ERVFC) for building/facility repairs. This appropriation did not increase the total County budget

Approved August 3, 2016

- One (1) Appropriation (#2016087) to appropriate \$33,913.00 to the Albemarle Charlottesville Regional Jail composed of \$14,694.00 in federal reimbursement received under the State Criminal Alien Assistance Program and \$19,219.00 from the Reserve for Contingencies for insurance expenses, the latter of which did not increase the total County budget, for a net increase to the budget of \$14,694.00.

The budget amendment is comprised of six (6) separate appropriations as follows:

- One (1) Appropriation (#2016085) to re-appropriate 11,295.72.00 in FY15 general fund fund balance to their original purpose of FY16 grant administration, this appropriation will not increase the total County budget;
- One (1) Appropriation (#2016089) to appropriate \$31,385.21 to reconcile General Government appropriation categories;
- One (1) Appropriation (#2016090) to appropriate \$102,453.05 to reconcile Capital projects;
- One (1) Appropriation (#2016091) to appropriate \$8,577,895.38 to reconcile CIP borrowed proceeds; this appropriation will not increase the total County budget;
- One (1) Appropriation (#2016092) to appropriate \$(28,520.71) to reconcile debt service funds; and
- One (1) Appropriation (#2016093) to appropriate \$1,667,303.19 to reconcile the budget for the 2015B Lease Revenue Bond.

Recommendation After the public hearing, staff recommends that the Board adopt the attached Resolution (Attachment B) to approve appropriations #2016085, #2016089, #2016090, #2016091, #2016092, and #2016093 for local government and school division projects and programs as described in Attachment A.

\*\*\*\*\*

**Appropriation #2016085** **\$0.00**

This appropriation will not increase the total County budget

Source:	Grant Fund fund Balance	\$ 11,295.72
	General Fund fund balance	\$ (11,295.72)

This request is to reconcile the Strategic Prevention Framework – State Incentive Grant (SPF-SIG) and BASICS Program Fund by appropriating \$11,295.72 in negotiated indirect costs from the grant fund's fund balance and by providing a corresponding reduction in the budgeted use of General Fund fund balance.

**Appropriation #2016089** **\$31,385.21**

Source:	Federal	\$ 10,185.21
	General Fund fund balance	\$ 21,200.00

This request is to reconcile various General Fund appropriation categories where the expenditures exceeded budgeted amounts.

- Appropriate \$21,200.00 for the Early Retirement program. The budget for this item was developed based on existing retirees in the program plus an assumption of an additional nine retirees entering the program. In FY16, there were 19 new retirees, exceeding the projection and causing the budget to be over-expended.
- Appropriate \$10,185.21 in Federal Revenue for the Offender Aid and Restoration (OAR) Drug Court program. The revenue was received but not budgeted in FY16.

**Appropriation #2016090** **\$ 102,453.05**

Source:	School CIP Fund fund balance	\$ 102,453.05
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This request is to reconcile various School Division capital projects:

- **Bright Stars Trailer Relocation:** appropriate \$14,388.45 to support the Bright Stars Trailer Relocation. The project is complete, and the actual cost of the project exceeded the budgeted amount due to the condition of the trailer.
- **Red Hill Elementary School Modernizations:** appropriate \$88,064.60 for the Red Hill Elementary School Modernizations capital project to support startup expenses that occurred in FY 16. Expenditures were incurred in FY 16 because it was necessary for construction work to start in mid-June (after school ended) to ensure that the work was completed before the start of school in late August. Although no bills were paid in FY 17 for these projects and FY 17 funds were appropriated for these project costs, bookkeeping requirements require that the funding be shown as an FY 16 expense.

In a separate October 5, 2016 appropriation request #2017034, included in the FY 17 Budget Amendment and Appropriations Executive Summary, there is a request to reduce the FY 17 project budget for the expenditures incurred in FY 16.

**Appropriation #2016091** **\$0.00**

This appropriation will not increase the total County budget.

Source:	General Gov't CIP Borrowed Proceeds	\$ 8,577,895.38
	General Gov't CIP Fund Fund balance	\$ (1,323,448.00)
	School Div. CIP Borrowed Proceeds	\$ (6,121,997.00)
	Reg. Firearms Training Ctr CIP Borrowed Proceeds	\$ (955,866.38)
	Water Resources CIP Borrowed Proceeds	\$ (176,584.00)

This request is to correct the appropriations of bond proceeds in FY16 in order to properly account for the borrowed proceeds in the General Government CIP as follows:

- Appropriate \$1,323,448.00 in borrowed proceeds in the General Government CIP fund and equally reduce the use of General Government CIP fund balance for a reduction that was also accounted for in the year-end carry forward process and in appropriation 2016-010.
- Appropriate \$7,254,447.38 in borrowed proceeds to the General Government CIP fund and appropriate transfers of revenue from the General Government CIP fund to other CIP funds for projects supported by borrowed proceeds. In accordance with generally accepted accounting principles, borrowed proceeds must be appropriated first in the General Government CIP and then further allocated/transferred to the other CIP funds since the General Government is ultimately required to repay debt. This is a necessary change to past budgeting and accounting practices that was ascertained after the budget was initially appropriated. In order to effect these corrections, these appropriations and transfers are required.

**Appropriation #2016092** **\$(28,520.71)**

Source:	Local Non-tax	\$ (439.12)
	State	\$ (4,718.23)
	Federal	\$ 340.00
	General Fund Transfer to Debt Funds	\$ (23,703.36)
	General Fund Transfer to CIP Funds	\$ 23,703.36
	CIP Funds fund Balance	\$ (23,703.36)

This request is to reconcile the FY 16 Debt Service funds and to also reconcile the General Fund Transfer revenues to Debt funds and CIP funds for a net decrease to the total County Budget of \$28,520.71.

The General Government and School Division each has its own Debt Service Fund that provides funding for fees, costs of issuances, and the principal and interest expenses associated with debt issuances for



capital projects. This appropriation reconciles the budget to the actual expenses per fund and the actual receipt of revenues per fund in order to maintain a \$0 fund balance. To reconcile the FY 16 Debt Service Funds, this request is to:

- Decrease the appropriation of Piedmont Regional Education Program (PREP) rent revenue by \$439.12 to reflect the actual revenue received; and equally increase the General Fund Transfer Revenue to Debt Service;
- Increase the appropriation of interest reimbursement revenue for Qualified School Construction Bond (QSCB) revenue by \$340.00 to reflect the actual revenue received; and equally decrease the General Fund Transfer Revenue to Debt Service; and
- Decrease the appropriation of Virginia Public School Authority bond rebates revenue by \$4,718.23; and equally increase the General Fund Transfer Revenue to Debt Service; and
- Decrease the appropriated expenditure budget and associated General Fund Transfer Revenue by \$18,886.01 to reflect actual expenditures incurred primarily for the costs associated with professional service for fees.

The net change for the above items results in decreasing the General Fund Transfer to Debt by \$23,703.36. To complete the reconciliation of the General Fund Transfer Revenues, this request also increases the General Fund Transfer revenue to the CIP Funds by \$23,703.36 and equally decreases the use of CIP Funds fund balance by \$23,703.36.

**Appropriation #2016093** **\$1,667,303.19**

Source:	Borrowed Proceeds	\$ (2,731,428.76)
	Bond Premium	\$ 4,398,731.95

This request is to appropriate funding to account for bond premium revenue from Series 2015B bonds issued in FY16; to appropriate from bond proceeds the amount received for cost of issuance and the capitalized interest payments to the FY16 General Government CIP; and to further allocate this funding to the Schools Debt Service and General Government Debt Service. This appropriation should be considered a companion appropriation to 2016091 included in this agenda item. The net increase to the General Government CIP is \$1,667,303.19 and provides \$503,432.22 to support the cost of issuance, provides \$800,104.23 to support the general government interest payment, and provides \$363,766.74 to support the school division interest payment.

Ms. Lori Allshouse, Director of the Office of Management and Budget, addressed the Board. She stated that the Code of Virginia requires the County to hold a public hearing prior to amending its budget when the total amount of funds appropriated exceeds 1% of expenditures in the currently adopted budget. Ms. Allshouse said the FY16 budget amendment included in the resolution totals approximately \$4.6 million and includes 17 appropriations, 11 of which have already been approved by the Board; the remaining six appropriations requiring approval consist of FY16 year-end reconciliation adjustments. She said that staff recommends adoption of the resolution to approve appropriation 2016-085, 089, 090, 091, 092, and 093, after the public hearing.

Ms. Palmer opened the public hearing. As no members of the public wished to comment, she closed the public hearing.

Mr. Randolph **moved** to adopt the proposed resolution to approve Appropriations #2016085, #2016089, #2016090, #2016091, #2016092, and #2016093 for local government and school division projects and programs. The motion was **seconded** by Ms. Mallek.

Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Palmer, Mr. Randolph, Mr. Sheffield, Mr. Dill and Ms. Mallek.  
NAYS: None.  
ABSENT: Ms. McKeel.

**RESOLUTION TO APPROVE  
ADDITIONAL FY 16 APPROPRIATIONS**

**BE IT RESOLVED** by the Albemarle County Board of Supervisors:

- 1) That the FY 16 Budget is amended to increase it by \$4,593,827.71;
- 2) That Appropriations #2016085, #2016089, #2016090, #2016091, #2016092, and #2016093 are approved; and
- 3) That the appropriations referenced in Paragraph #2, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2016.

**COUNTY OF ALBEMARLE  
APPROPRIATION SUMMARY**

APP#	ACCOUNT	AMOUNT	DESCRIPTION
2016085	3-1000-51000-351000-512006-9999	11295.72	SA2016085 transfer from fund 1591

2016085	3-1000-51000-351000-510100-9999	-11295.72	SA2016085 App Fund Balance
2016085	3-1591-51000-351000-510100-9999	11295.72	SA2016085 App Fund Balance
2016085	4-1591-93010-493010-930009-9999	11295.72	SA2016085 transfer to General Fund
2017089	4-1000-99900-499000-210000-9999	-15000	SA2017089 VERIP Reconciliation
2017089	4-1000-99900-499000-223000-9999	36200	SA2017089 VERIP Reconciliation
2017089	3-1000-51000-351000-510100-9999	21200	SA2017089 VERIP Reconciliation
2017089	4-1000-21078-421070-130000-1002	14879.32	SA2017089 Drug Court Reconciliation
2017089	4-1000-21078-421070-210000-1002	1443.92	SA2017089 Drug Court Reconciliation
2017089	4-1000-21078-421070-580000-1002	-1595	SA2017089 Drug Court Reconciliation
2017089	4-1000-21078-421070-600900-1002	-3200	SA2017089 Drug Court Reconciliation
2017089	4-1000-21078-421070-600800-1002	-1343.03	SA2017089 Drug Court Reconciliation
2017089	3-1000-33000-333000-330240-1002	10185.21	SA2017089 Drug Court Reconciliation
2016090	4-9000-69985-466730-580000-6599	-25000	SA2016090 Bright Stars Trailer Relocation
2016090	4-9000-69985-466730-301210-6114	39388.45	SA2016090 Bright Stars Trailer Relocation
2016090	4-9000-69985-466730-800605-6107	88064.6	SA2016090 Red Hill Elementary School Modernizations
2016090	3-9000-69000-351000-510100-6599	102453.05	SA2016090 CIP Reconciliation
2016091	3-9000-69000-341000-410530-6599	-6121997	SA2016091 Borrowed Proceeds-Schools
2016091	3-9050-41400-341000-410500-9999	-955866.38	SA2016091 Borrowed Proceeds-Regional Firearms Range
2016091	3-9100-41400-341000-410500-9999	-176584	SA2016091 Borrowed Proceeds-Water Resources
2016091	3-9000-69000-351000-512090-6599	6121997	SA2016091 Borrowed Proceeds-Schools
2016091	3-9050-51000-351000-512090-9999	955866.38	SA2016091 Borrowed Proceeds-Regional Firearms Range
2016091	3-9100-51000-351000-512090-9999	176584	SA2016091 Borrowed Proceeds-Water Resources
2016091	4-9010-93010-493010-930004-9999	6121997	SA2016091 Borrowed Proceeds-Schools
2016091	4-9010-93010-493010-939999-9999	955866.38	SA2016091 Borrowed Proceeds-Regional Firearms Range
2016091	4-9010-93010-493010-930202-9999	176584.00	SA2016091 Borrowed Proceeds-Water Resources
2016091	3-9010-41400-341000-410530-9999	8577895.38	SA2016091 Borrowed Proceeds
2016091	3-9010-51000-351000-510100-9999	-1323448.00	SA2016091 Carry forward correction
2016092	3-9900-15000-315000-150253-9999	-439.12	SA2016092 PREP Rent
2016092	3-9900-24000-324000-240404-9999	-4718.23	SA2016092 VPSA Bond Rebate
2016092	3-9900-33900-333900-330063-1006	340.00	SA2016092 QSCB Interest Reimbursement
2016092	3-9900-51000-351000-512004-9999	-12694.46	SA2016092 Gen Fund Trs to Sch Debt
2016092	4-9900-95000-495000-310000-9999	-14430.00	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-312810-9999	-1155.47	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-910039-9999	-0.32	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-910040-9999	-0.68	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-910080-9999	-1144.00	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920037-9999	-0.36	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920039-9999	0.30	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920040-9999	-0.30	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920043-9999	-0.50	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920046-9999	-0.24	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920047-9999	-0.50	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920048-9999	-0.50	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920050-9999	-0.50	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920051-9999	-0.25	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920078-9999	-0.11	SA2016092 Debt Reconciliation
2016092	4-9900-95000-495000-920080-9999	-778.38	SA2016092 Debt Reconciliation
2016092	3-9910-51000-351000-512004-9999	-11008.90	SA2016092 Gen Fund Trs to GG Debt
2016092	4-9910-95000-495000-312810-9999	-13626.53	SA2016092 Debt Reconciliation
2016092	4-9910-95000-495000-312811-9999	-1.28	SA2016092 Debt Reconciliation
2016092	4-9910-95000-495000-900105-9999	2640.00	SA2016092 Debt Reconciliation
2016092	4-9910-95000-495000-910077-9999	-0.04	SA2016092 Debt Reconciliation
2016092	4-9910-95000-495000-920074-9999	0.26	SA2016092 Debt Reconciliation
2016092	4-9910-95000-495000-920076-9999	-0.11	SA2016092 Debt Reconciliation
2016092	4-9910-95000-495000-920077-9999	-21.2	SA2016092 Debt Reconciliation
2016092	3-9010-51000-351000-512004-9999	11851.68	SA2016092 Debt Reconciliation
2016092	3-9010-51000-351000-510100-9999	-11851.68	SA2016092 Debt Reconciliation
2016092	3-9000-69000-351000-512004-6599	11851.68	SA2016092 Debt Reconciliation
2016092	3-9000-69000-351000-510100-6599	-11851.68	SA2016092 Debt Reconciliation
2016093	3-9900-51000-351000-512031-9999	363766.74	SA2016093 Trs from GG CIP
2016093	4-9900-95000-495000-920081-9999	363766.74	SA2016093 2015 B Interest
2016093	3-9910-51000-351000-512031-9999	800104.23	SA2016093 Trs from GG CIP
2016093	4-9910-95000-495000-920081-9999	800104.23	SA2016093 2015 B Interest
2016093	4-9010-93010-493010-930003-9999	363766.74	SA2016093 Trs to Sch Debt
2016093	4-9010-93010-493010-930011-9999	800104.23	SA2016093 Trs To GG Debt
2016093	4-9010-95000-495000-312807-9999	503432.22	SA2016093 Cost of Issuance
2016093	3-9010-41400-341000-410530-9999	-2731428.76	SA2016093 Bond Proceeds
2016093	3-9010-41400-341000-410100-9999	4398731.95	SA2016093 Bond Premium
<b>TOTAL</b>		<b>20,404,469.62</b>	

(Note: Ms. McKeel returned to the meeting at 7:19 p.m.)

Agenda Item No. 26. **Public Hearing: 16-03(1) – Agricultural and Forestal Districts** - Ordinance to amend Division 2, Districts, of Article II, Districts of Statewide Significance, of Chapter 3, Agricultural and Forestal Districts, of the Albemarle County Code, to add lands to a certain district and to review a certain district, as specified below:

Item No. 26a. **AFD 2016-02 Carter's Bridge AFD – Addition.** The proposed ordinance would amend Section 3-210, Carter's Bridge Agricultural and Forestal District, to add TMP 122-18 to the district; and

Item No. 26b. **AFD 2016-04 South Garden AFD – District Review.** The proposed ordinance would amend Section 3-225.5, South Garden Agricultural and Forestal District, to continue the district for all parcels identified in the district regulations, to set the next district review deadline date of October 5, 2026, and to remove any parcels for which a request for withdrawal is received before the Board acts on the proposed ordinance.

*(Advertised in the Daily Progress on September 19 and September 26, 2016.)*

The Executive Summary presented to the Board states that localities are enabled to establish agricultural and forestal districts (AFD's) under the Agricultural and Forestal Districts Act (Virginia Code § 15.2-4300 et seq.). AFD's serve two primary purposes: (1) to conserve and protect agricultural and forestal lands; and (2) to develop and improve agricultural and forestal lands. Land within an AFD is prohibited from being developed to a more intensive use, other than a use resulting in more intensive agricultural or forestal production, without prior Board approval. In addition, the County is prohibited from exercising its zoning power in a way that would unreasonably restrict or regulate farm structures or farming and forestry practices in contravention of the Agricultural and Forestal Districts Act unless those restrictions or regulations bear a direct relationship to public health and safety (Virginia Code § 15.2-4312).

**Additions.** A landowner may petition to add its land to an AFD at any time (Virginia Code § 15.2-4310). Virginia Code §§ 15.2-4307 and 15.2-4309 require that the Board conduct a public hearing on proposed additions to AFDs, and that these actions be reviewed by both the Agricultural and Forestal District Advisory Committee and the Planning Commission for their recommendations. The Advisory Committee and the Planning Commission reviewed the following request and recommend approval of the proposed addition. The September 13, 2016 staff report to the Planning Commission is attached (Attachment B).

**Carter's Bridge AFD.** The Carter's Bridge AFD is located in the southeastern portion of the County, in the area of Carter's Bridge, Blenheim, and Woodbridge. One landowner submitted a request to add one parcel (TMP 122-18) consisting of 100 acres to the District.

**District Reviews.** Virginia Code § 15.2-4311 requires the periodic review of AFD's to determine whether they should continue, be modified, or be terminated, unless the Board determines that review is unnecessary. During the review process, land within the District may be withdrawn at the owner's request by filing a written notice with the Board any time before the Board acts on the review. The Board has set a 10-year review period for all AFD's in the County. In addition, Virginia Code § 15.2-4311 requires that the Board conduct a public hearing on AFD reviews, and that they also be reviewed by both the Agricultural and Forestal District Advisory Committee and the Planning Commission for their recommendations. The Advisory Committee and the Planning Commission reviewed the following request and recommend renewal of the AFD for ten years. The September 13, 2016 staff report to the Planning Commission is attached (Attachment C).

**South Garden AFD.** The South Garden AFD is located in the vicinity of South Garden and to the south toward Fan Mountain, and is undergoing its periodic ten-year review. No requests for withdrawal have been received to-date.

**Carter's Bridge AFD.** The Carters Bridge AFD contains 8,923.5 acres and primarily consists of forested land and pasture. The parcel under consideration for addition, TMP 122-18, is located at 6100 Blenheim Road. There is one dwelling on the parcel. The proposed addition of the parcel, consisting of 100 acres, would increase the total number of acres in the Carter's Bridge District to 9,023.5. Adding this parcel, which is largely wooded, will help protect forest and rich farm land, and will help maintain the environmental integrity of the County and aid in the protection of ground and surface water, agricultural soils, and wildlife habitat. The Carter's Bridge AFD is scheduled for review in 2018.

**South Garden AFD.** The South Garden AFD, which was created in 1999 and currently includes nine parcels and 2,202 acres, primarily consists of forest and open pasture. There are currently three parcels in the District under conservation easement, and 1,852.3 acres being taxed at conservation-easement rates. In addition, 344.4 acres are being taxed at use value rates, as follows: (1) 25 acres devoted to agricultural use; (2) 153 acres devoted to forestry use; and (3) 166 acres devoted to open-space use. There are seven dwellings in the District. Conservation of this area will help maintain the environmental integrity of the County and aid in the protection of ground and surface water, agricultural soils, mountain resources, critical slopes, and wildlife habitat.

There is no budget impact.

After conducting public hearings on the proposed AFD addition and the proposed AFD review, which may be held together as one public hearing, staff recommends that the Board adopt the attached ordinance to approve the addition to the Carter's Bridge AF District and to continue the South Garden AF District.

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Mr. Scott Clark, Senior Planner, addressed the Board. Mr. Clark stated there would be two agricultural and forestal items to discuss, and he reviewed each. Mr. Clark said the first item is a proposed addition to the Carter's Bridge AF District and consists of almost 9,000 acres. He said the parcel proposed for addition is 100 acres and lies adjacent to some parcels that are already within the district. He stated that the Agricultural and Forestal District Advisory Committee and the Planning Commission both recommend approval of the addition. Mr. Clark reported that the second item is a periodic 10-year review of the South Garden AF District. He said this district was created in 1999 and consisted of just over 2,000 acres and has grown to 2,200 acres, of which 951 acres have important agricultural soils, with a portion of the district under conservation easement. He stated that landowners may withdraw their parcels from districts by right during a renewal at any time before the Board takes final action to continue, modify, or terminate the district. Mr. Clark noted that landowners were notified of the renewal by certified mail on May 17, 2016, and no withdrawal requests have yet been received. He stated that the committee and the Planning Commission both recommend renewal.

Ms. Mallek asked if the addition to the Carter's Bridge would meet the standard of providing a benefit, since there are seven potential development possibilities. Mr. Clark responded that it is the development rights of the three small lots that cause it to meet the benefit standard, although the standard has not yet been adopted and would be up for consideration next week.

Ms. Mallek asked about the character of the 166 acres of open space and whether it consists of a single or multiple properties, and whether Mr. Clark knew when they entered in to the district. Mr. Clark said he does not know when they applied for the various taxation categories, although it was not recently. He said that most of the land within the district is taxed at a conservation easement rate rather than being in the use-value program.

Ms. Palmer asked what the rules are for forming an AF District. Mr. Clark explained that when a district is formed, there must be at least 200 contiguous acres; however, after the district has been formed, any land within one mile of the core can be added. He said that recently they have allowed for parcels even further away than one mile to join if the committee determines them to be AF-type land.

Mr. Dill asked if development rights are restored to a landowner who withdraws land from the district. Mr. Kamptner replied that entering a district does not remove development rights.

Mr. Clark said that while a parcel is within the district, small lot rights can only be used for family divisions, and a family member must keep the land for at least four years.

Ms. Mallek said she thought the small lot rule called for a 15-year holding period. Mr. Kamptner said the County law is four years, but the state law allows up to a 15-year holding period.

Ms. Palmer asked if back taxes must be paid by those who leave an AF district. Mr. Clark replied that if one uses their membership in the district to qualify for the open space tax rate, then this is possible. He said the AF District program is not, in itself, a tax program. He explained that if one is within a district and qualifies for agriculture tax by farming/agricultural work, then withdrawing from the district would not affect tax qualification, and if one is in the open space category and exits the district, then it is possible to be responsible for back taxes.

Ms. Palmer asked if the Board were to decide to change the family holding requirement to 15 years, if it would come under the subdivision ordinance. Mr. Kamptner confirmed this, stating that it is possible to require a pre-division holding period in which the property must be held by the owner and a post-division holding period when it is held by a family member.

Mr. Dill speculated that the advantage is that one can have more houses than allowed. Mr. Kamptner replied that family division laws only allow subdivision when there is substandard infrastructure, and a lesser road standard is often the key motivating factor for having a family division. He said there are family divisions where property is carved up among offspring and the family stays together on the subdivided land.

Ms. Palmer opened the public hearing. As there were no members of the public who wished to comment, she closed the public hearing.

Mr. Randolph **moved** to adopt the ordinance dated September 19, 2016 amending Chapter 3 of the Albemarle County Code, approving the addition to the Carter's Bridge AF District and continuing the South Garden AF District. The motion was **seconded** by Ms. Mallek.

Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Palmer, Mr. Randolph, Mr. Sheffield, Mr. Dill, Ms. Mallek and Ms. McKeel.  
NAYS: None.

**ORDINANCE NO. 16-3(1)**

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 3, AGRICULTURAL AND FORESTAL DISTRICTS, ARTICLE II, DISTRICTS OF STATEWIDE SIGNIFICANCE, DIVISION 2, DISTRICTS, 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 3, Agricultural and Forestal Districts, Article II, Districts of Statewide Significance, Division 2, Districts, of the Code of the County of Albemarle, Virginia, is hereby amended and reordained as follows:

**By Amending:**

Sec. 3-210 Carter's Bridge Agricultural and Forestal District  
Sec. 3-225.5 South Garden Agricultural and Forestal District.

**CHAPTER 3. AGRICULTURAL AND FORESTAL DISTRICTS  
ARTICLE II. DISTRICTS OF STATEWIDE SIGNIFICANCE  
DIVISION 2. DISTRICTS**

**Sec. 3-210 Carter's Bridge Agricultural and Forestal District.**

The district known as the "Carter's Bridge Agricultural and Forestal District" consists of the following described properties: Tax map 101, parcels 55A, 60; tax map 102, parcels 17A, 17B, 17B1, 17C, 17D, 18, 19, 19A, 19C, 20B; tax map 111, parcel 48; tax map 112, parcels 1, 3, 15, 15A, 16E, 16E1, 16E2, 16F2, 16J, 16K, 18H, 19E, 19F, 20, 21, 33A, 37D; tax map 113, parcels 1, 1A, 6A, 11A, 11F, 11F1, 11F2, 11F3, 11G, 11G1, 11G2, 11G3, 11H, 11I, 11J, 11K; tax map 114, parcels 2, 25A, 30, 31B, 31C, 31D, 51, 55, 56, 57, 57C, 57D, 67C, 67D, 67E, 67F, 67G, 67H, 67H1, 67I(part), 68, 69, 70; tax map 115, parcel 10; tax map 122, parcels 4, 4A, 6, 7, 8, 9, 10, 12, 12D, 12E, 12N, 18, 18D, 33, 33A, 36; tax map 123, parcel 13B; tax map 124, parcel 11; tax map 130, parcel 19B. This district, created on April 20, 1988 for not more than 10 years and last reviewed on July 9, 2008, shall next be reviewed prior to July 9, 2018.

(Code 1988, § 2.1-4(j); Ord. 98-A(1), 8-5-98; Ord. 98-3(1), 9-9-98; Ord. 99-3(2), 2-10-99; Ord. 99-3(4), 5-12-99; Ord. 08-3(1), 7-9-08; Ord. 09-3(4), 12-2-09; Ord. 12-3(2), 12-5-12; Ord. 15-3(1), 12-2-15)

**Sec. 3-225.5 South Garden Agricultural and Forestal District.**

The district known as the "South Garden Agricultural and Forestal District" consists of the following described properties: Tax map 99, parcels 35, 102; tax map 109, parcel 70; tax map 110, parcels 8, 10, 18, 18E, 27; tax map 119, parcel 2. This district, created on October 6, 1999 for not more than 7 years, since amended at its last review on October 5, 2016 to continue for not more than 10 years, shall next be reviewed prior to October 5, 2026.

(Ord. 99-3(5), 10-6-99; Ord. 06-3(1), 10-4-06; Ord. 09-3(4), 12-2-09; Ord. 10-3(3), 12-1-10)

Agenda Item No. 27. From the Board: Committee Reports and Matters Not Listed on the Agenda.

Ms. McKeel referred to the Board's agreement for improved transit services in the County and for increased Board participation in transit decision-making. She asked that the Board consider a resolution at next week's meeting. She said a resolution would demonstrate to the community that the Board is taking this issue seriously and said she would work with staff to create a draft that would be ready for next week's meeting.

Ms. Palmer stated that it is a wonderful idea.

Mr. Randolph expressed his approval.

Ms. McKeel said that she and Ms. Mallek have discussed and agreed that the Board should request of the directors of transit services that they provide more formalized, detailed reports from transit organizations that include operational and financial information. Ms. McKeel said she has created a white paper and would distribute this to Board members, adding that they are looking at a one-page format in which information could be filled in and provided at MPO meetings, and she and Ms. Mallek would report information back to the Board per their role as MPO members.

Mr. Sheffield said he has conferred with the other transit directors, and they would come up with a format for providing this information, noting their willingness to provide it.

Ms. Palmer referenced a recent email sent to the Board regarding the Black Bear composting closing and inquiring if this would affect the County's composting program. She said they do not expect it to affect the program as pick up is performed by a private company – NOPE – which makes pickups all over the County. She said that UVA also uses Black Bear and would have to find an alternative location, and some area schools are also composting so this could affect them.

Mr. Randolph commented that they have talked about establishing a composting program at Ivy,

and that perhaps they should move this up as a priority, as it could potentially provide commercial uses and generate revenue for the County.

Ms. Palmer responded that this has been a touchy issue in the past. She said the Rivanna Solid Waste Authority is in the process of hiring a new director and she suggested allowing that person time to get up to speed before approaching them about composting.

Mr. Dill said he doubts that composting can be profitable.

Ms. Palmer agreed, but said that UVA wants to have a composting operation and is paying for it.

Mr. Graham said there are two components to establishing a composting operation: a permit from Department of Environmental Quality is required; and the attorneys must determine if it fits within existing agreements. He noted that composting had been done at Ivy in the past.

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Ms. Mallek reported that the chimney at Byrom has been completed and the stones remaining from the original chimney are being gathered and rearranged. She stated that the site would be seeded, a plaque is on order, and a dedication ceremony would be planned for November. She said this is a good example of what can be accomplished when a group of citizens work together toward a common goal.

Ms. Mallek said she was glad to hear discussion of the river project at yesterday's joint City Council/Board meeting and encouraged the Board to discuss whether to contribute funds in next year's budget for a joint study of the river corridor with Charlottesville, Greene County and Fluvanna County. She said Albemarle's contribution would be about \$5,000.

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Ms. McKeel referenced a request received by the Board from someone in another county about noise. She said that Pete Manger replied to the questioner, and she has forwarded a copy of his letter to members of the Board.

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Ms. Mallek said they have received a request from several County residents asking the Board to sign on to a resolution that palletizing of forest products should not be done as it is detrimental to forests. She said she has talked with County Forester, David Powell, and Deputy State Forester, Rob Farrell, and they have told her that there are no palletizing operations within the County. She said they cited a benefit to palletizing as it allows timber harvesters to utilize extra slash and small branches, which contributes to better site clean-up, and stated that she would craft a letter of response to those making the request.

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Agenda Item No. 28. From the County Executive: Report on Matters Not Listed on the Agenda.

Mr. Foley reported that he has handed out the County Executive's Monthly Report to Board members. He described some upcoming activities to finalize the two-year fiscal plan: next Tuesday at 4 p.m. would be the last meeting of the priority-driven budgeting process and would provide a final look at strategic objectives, timeframes, and responses to Board questions. He said he would like Board members to review items in the strategic priorities list and formulate questions and comments in preparation for the meeting; on November 9, the recommended two-year fiscal plan would be presented to the Board; there would also be a joint meeting with the School Board to review the Capital Improvement Plan.

Mr. Foley stated that on November 10 at 9:00 a.m., there would be another meeting that should last about two hours, and said they would propose some policy directions, and the School Board would discuss its five-year outlook; December 14 is another work session in which the Board would be asked to provide final direction on the two-year fiscal plan. He noted that next week is a joint meeting with the School Board to review compensation and benefits.

Mr. Sheffield said he would not be in attendance at the November 9 meetings and may have to miss the November 10 meeting, but would listen to the meeting and forward any comments.

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Agenda Item No. 29. Adjourn to October 11, 2016, 4:00 p.m., Room 241.

At 8:03 p.m., Ms. Mallek **moved** to adjourn the Board meeting until October 11, 2016 at 4 p.m. in Room 241. The motion was **seconded** by Mr. Dill.

Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Palmer, Mr. Randolph, Mr. Sheffield, Mr. Dill, Ms. Mallek and Ms. McKeel.  
NAYS: None.

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Chairman

Approved by Board
Date 07/05/2017
Initials CKB