

An adjourned meeting and a regular night meeting of the Board of Supervisors of Albemarle County, Virginia, was held on November, 14 2018, at 2:00 p.m., Lane Auditorium, County Office Building, McIntire Road, Charlottesville, Virginia. This meeting was adjourned from November 7, 2018. The night meeting was held at 6:00 p.m.

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

ABSENT: None.

OFFICERS PRESENT: County Executive, Jeff Richardson, 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 2:01 p.m., by the Chair, Ms. Mallek.

Agenda Item No. 2. Project Knight Rider.

Mr. Roger Johnson, Director of Economic Development, presented. He described the project as a collaborative effort between Perrone Robotics, JAUNT, Albemarle County and the University of Virginia. He stated that it was important for the public to know the project has been vetted three or four times in closed meetings or in conversations. In addition, the Board has had many conversations regarding succession planning and reference checks per the due diligence that staff completed on this project.

Mr. Johnson stated that staff has done the homework the Board requested, and everything was in good order, so they could safely move forward without concerns as it relates to those particular matters. He explained that the collaborative was working to provide an autonomous shuttle in the Crozet area, consisting of a neighborhood electric vehicle powered by solar panels, that was expected to begin operating around March, 2019 in an effort to test public transportation and autonomous shuttles. He explained that the shuttle would have an on-board ambassador serving as a tour guide and safety operator. The route would start out simple and expand over time, use NEV- zero emissions and operate on solar panels, which is consistent with Comprehensive Plan goals. He said the public launch would include free rides from March to June, after which they would gather feedback from users as a collective, as well as from other stakeholders.

Mr. Johnson reviewed the steps for Phase II and beyond. He described Phase I as a “proof of concept” and Phase II as deploying additional shuttles, which could be used at festivals, fairs, and downtown events. Phase II could also include a small fleet of neighborhood electric vehicles, testing JAUNT van and Ford Transit van, limited demonstrations in real-world traffic, and seek private, state and federal funding. He presented the following slide information entitled “Project Overview – Contribution”:

Perrone Robotics – Total in-kind/cash contributions	\$271,162
JAUNT – Total in-kind/cash contributions	\$107,789
Albemarle County Funding	\$238,000

Mr. Johnson presented reasons for why the County would consider this collective. Perrone was operating in a trillion industry and hopes to raise \$65 million in capital from B & C funding for the purpose of creating 170 high-paying jobs in the community. He stated it would also inform the County on road signs, curbs, parking, transportation networks, and other long-term planning, to help better plan for the future.

Mr. Johnson remarked that he thought it was no longer a question of “if” autonomous vehicles, but how the costs could be lowered. He said the pilot was intended to inform the Board so they could make strategic long-term decisions. He commented on the outstanding agreement with Willow Tree to provide a solution for their parking issues that may arise as they grow. He said a shuttle of this nature may resolve this issue and reduce the need for a parking deck at a cost of \$40,000 per space. He remarked that JAUNT has chosen to participate in this collective and help to conduct research, achieve cost savings in testing and transit services, implement risk mitigation strategies associated with autonomous vehicles, and launch commercial autonomous shuttles in other localities they serve. He said that UVA’s Schools of Engineering and Public Policy are researching the impact of autonomous vehicles and the technology itself.

Mr. Johnson reiterated that the pilot would run from March through June, after which the group would evaluate the results and UVA would conduct research on aspects of the project. He said that others would lead a future search for alternative funding for Phase II and beyond, which could include federal, state, and private funding. He concluded and invited questions and comments.

Mr. Randolph congratulated all who worked on the project.

Mr. Johnson recommended adoption of the proposed resolution. He added that staff has prepared a public media campaign, whereby the Board would recess to outdoors and reconvene in the Board room following questions from the press.

Ms. McKeel **moved** that the Board adopt the proposed Resolution to approve the Letter of Intent and the Term Sheet pertaining to the business expansion of Perrone Robotics, Inc. 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. Dill, Mr. Gallaway, Ms. Mallek and Ms. McKeel.

NAYS: None.

**RESOLUTION TO APPROVE THE LETTER OF INTENT AND THE TERM SHEET
PERTAINING TO THE BUSINESS EXPANSION OF PERRONE ROBOTICS, INC.**

WHEREAS, the Board of Supervisors finds that it is in the best interest of the County to support the Letter of Intent attached hereto and the Term Sheet pertaining to the business expansion of Perrone Robotics, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby approves the above-referenced Letter of Intent and the Term Sheet and authorizes the Chair to sign the Letter of Intent on behalf of the County once it has been approved as to substance and form by the County Attorney; and

BE IT FURTHER RESOLVED that a performance agreement implementing the Term Sheet be presented to the Board for its consideration and action on or before its regular meeting on December 5, 2018.

[PERRONE ROBOTICS LETTERHEAD]

October __, 2018

The Board of Supervisors of Albemarle County
401 McIntire Road
Charlottesville, VA 22902

JAUNT, Inc.
104 Keystone Place
Charlottesville, VA 22902-6200

Re: Autonomous Shuttle Program

Ladies and Gentlemen:

This letter of intent ("**LOI**") by and among the County of Albemarle, Virginia (the "**County**"), JAUNT, Inc. ("JAUNT") and Perrone Robotics, Inc. ("**Perrone Robotics**") sets forth the understanding of the parties relating to an autonomous shuttle development, testing, operation and services program (the "**Program**") and the principles and understandings on the basis of which the parties will proceed to organize and plan the Program and negotiate the proposed agreement(s) among the parties under which the parties will implement and operationalize the Program.

PREAMBLE:

- A. The County, through its Economic Development Authority and its Economic Development Office, desires to promote economic development and existing business expansion within the County, and to support Perrone Robotics in its growth and desire to be anchored in the County;
- B. The County, as part of its Comprehensive Plan, desires to (i) alleviate traffic congestion in its urban areas and in the region, (ii) offer its residents environmentally clean modes of transportation, and (iii) minimize capital expenditures on garages and other transportation infrastructure;
- C. Perrone Robotics, with headquarters in Crozet, Virginia, has created high-skill jobs in the County, has developed and is commercializing its autonomous software platform for use in autonomous vehicles ranging from cars and SUVs made by premium brand car manufacturers to one of the world's largest surface mining trucks to small, mobile robots for personal and professional use;
- D. Perrone Robotics desires to develop and launch an autonomous shuttle service for County residents in collaboration with JAUNT and through a public service corporation or another appropriate entity (collectively, the "PSC") to be formed by the County, either alone or jointly with another eligible entity;
- E. JAUNT has provided transit shuttles in the County and other neighboring localities for over 40 years, and has substantial experience with operating a shuttle service;

- F. JAUNT desires to participate in a pilot autonomous shuttle program to, among other things, conduct research on the benefits of such a program to the communities and localities it serves, to achieve cost savings on future testing and launching of autonomous transit services in all the localities it serves, to understand and implement risk mitigation strategies for such autonomous transit services, promote public safety, and to eventually launch a commercial autonomous shuttle service in the County and other neighboring localities that it serves.
- G. The parties desire to enter into this letter of intent to, among other things, memorialize their understanding and agreement regarding a phased approach and planning for the Program, including the following: (i) development of a communications plan for the Program, (ii) the development and funding of autonomous shuttle for use in Crozet, Virginia and potentially elsewhere in the County, (iii) the pilot testing of a shuttle at Perrone Robotics' facility and on mutually agreed upon routes in Crozet, Virginia, (iv) the exploration of further launches of pilot projects for autonomous shuttles elsewhere in the County and in other localities served by JAUNT, (v) the potential retrofit of a JAUNT van to operate autonomously and pilot launches of such van on mutually agreed upon routes in the localities served by JAUNT, (vi) the solicitation of community feedback and advice on the Program, (vii) the coordination of a shuttle unveiling and launch event involving press and VIPs to help draw attention to the Program, (viii) coordination of meetings among the parties and additional invited parties to discuss broader rollout and expansion of the Program using a phased approach, and (ix) the collection of data and refinement of the knowledge base regarding autonomous transit so that, in future phases of the Program, the parties can collaboratively seek funding from state and Federal sources of funding for the PSC's autonomous shuttle services in the localities served by it.

Subject to the conclusion of definitive documentation and the satisfaction of certain conditions set forth below, we propose that the parties proceed in accordance with the following principles and understandings:

- 1. Approval of Program; Public Announcement. The Board of Supervisors of the County has approved the issuance of a press release contemporaneously with the execution of this LOI, which release is attached hereto as Exhibit 1. The Board of Directors of Perrone Robotics has been briefed regarding the Project and has authorized the company's management to pursue it. The Board of Directors of JAUNT has been briefed regarding the Project and has authorized the company's management to pursue it. The parties intend to hold a press conference on November 14, 2018 regarding the Program.
- 2. Development, Funding and Testing of Autonomous Electric Shuttles.
 - a. The parties contemplate that Perrone Robotics will develop an autonomous electric shuttle, based on a Polaris Gem or other similar vehicle.
 - b. The initial testing of such shuttle will be done at Perrone Robotics test track facility in Crozet, Virginia. Once the safety and operational aspects of the shuttle have been tested, the parties contemplate that initial trial runs of the shuttle will be conducted, with the professional safety-trained driver on board, or on a mutually agreed upon route in and around Crozet, Virginia.
 - c. The parties will then consider other routes for the shuttle in and around Crozet, Virginia, with the contemplation that, once tested, the PSC would operationalize the shuttle service with the collaboration and assistance of JAUNT and Perrone Robotics.
 - d. Other related projects may include the retrofit of the JAUNT van by Perrone Robotics so that it can operate autonomously initially on Perrone Robotics' test track, and then eventually on existing and future JAUNT van routes.
 - e. The parties contemplate that, at the end of the initial phase of the shuttle launch, there may be a significant number of autonomous electric-powered shuttles, autonomous gas-powered JAUNT vans and/or electric-powered buses.
- 3. Community Feedback; Advisory Committee; Data Collection and Knowledge Transfer; Risk Mitigation.
 - a. The PSC will work with key stakeholders in the County to seek feedback regarding the testing, adoption and use of the shuttle, and the future launch of additional shuttles throughout the County. Such feedback will be shared freely with the parties to this LOI, with appropriate confidentiality safeguards.
 - b. The PSC Board of Directors will be drawn from the business, technical and academic communities that have a stated interest in the adoption and commercialization of autonomous shuttle service in the County and beyond.
 - c. The PSC and the parties to this LOI will also gather data regarding, among other things, usage of the shuttle, traffic flows and congestion, weather conditions, risk mitigation strategies, feasibility of other shuttle routes, energy usage, repair and maintenance costs and the like to further improve and refine transportation services within the County using autonomous shuttles.
 - d. The parties intend that JAUNT, Perrone Robotics and the County will be held harmless by the PSC for any acts and omissions of employees or other resources that may be provided by JAUNT to the PSC. Further, the PSC will have insurance coverage reasonably commensurate with its risk profile from

- national insurance carriers so as to minimize risk to JAUNT, the County and Perrone Robotics.
- e. The parties will meet periodically during the first phase of the Program, and with the knowledge base and experience gained through the phase, plan for and collaboratively approach state and Federal sources of funding for the PSC, Perrone Robotics and JAUNT to pursue broader autonomous transit services in the localities they serve.
 - f. An objective of the Program is for JAUNT to manage its existing obligations while supporting its entry into the operation and servicing of autonomous shuttle service in the localities it serves, with the further goal that the knowledge base and experience of JAUNT from the initial phase of the Program will benefit transit services in all the localities it serves.
 - g. In order to achieve efficiencies and conserve resources, the initial autonomous shuttle pilot will be run principally on weekends, with limited schedules during the weekdays. It is anticipated that Perrone Robotics and the PSC will handle the operational and scheduling aspects of the Program, in coordination with JAUNT, and that JAUNT would provide support for the PSC and Perrone Robotics's operation of the Program. It is further anticipated that two (2) full-time safety-trained drivers, trained by Perrone Robotics and JAUNT, will participate in the pilot phase of the Program.
4. Budget; Timeline and Future Phases; Clawback.
- a. The parties contemplate that the cost of a single shuttle for the first phase of the Program will be as set forth in Exhibit 2. The County, through its Economic Development Authority, will grant to Perrone Robotics funds by not later than December 5, 2018, in the amount of \$238,000.00, subject to the terms and conditions of a separate performance agreement entered into among the County, the County's Economic Development Authority, and Perrone Robotics. JAUNT has received approval from its Board of Directors to participate in the Program, with cash and in-kind contributions as set forth in Exhibit 2. Perrone Robotics will be making cash and in-kind contributions and providing services at a discount as set forth in Exhibit 2.
 - b. The performance agreement among the County, the Economic Development Authority, and Perrone Robotics will include clawback provisions to ensure that the public receives economic development value from the grant of public funds.
 - c. The parties further contemplate that the schedule for the development, testing and launch of the Program will be in accordance with the timeline set forth in Exhibit 3.
5. Term. The term of the LOI will be two (2) years, unless earlier terminated by agreement of all parties.
6. Confidentiality. JAUNT and Company have previously executed that certain Confidentiality Agreement, dated as of June 22, 2018 ("**Confidentiality Agreement**"). Each of JAUNT and Perrone Robotics hereby affirms that the provisions of the Confidentiality Agreement continue to apply, and in particular to the contents of this LOI and the discussions related thereto. The County has also agreed to follow its normal protocols and processes regarding confidentiality of certain details of the Program, subject to applicable laws relating to governmental disclosures of information, including the Freedom of Information Act.
7. Other Standard Terms. The definitive development, supply and services agreement between the PSC and Perrone Robotics will contain standard terms, conditions, representations, warranties, indemnities and other provisions customary and appropriate to a transaction of this type. The intention of the parties is for the PSC to be lawfully created on or before March 1, 2019.
8. Diligence on Program. The parties agree to work diligently towards the fulfilment of the goals and objectives for the Program set forth in this LOI.
9. Governing Law. This letter of intent shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to its principles of conflict of laws.
10. Binding Effect. This letter of intent is non-binding, with the exception of paragraphs 6, 9 and this paragraph 10, which will be fully binding upon all parties.

We believe that the parties can work expeditiously to move forward with definitive agreements to implement the principles outlined in this LOI. We look forward to working with you.

Sincerely,

Paul J. Perrone
Founder/CEO

ACCEPTED & AGREED TO:
COUNTY OF ALBEMARLE, VIRGINIA

Ann H. Mallek, Chair
Board of County Supervisors

ACCEPTED & AGREED TO:
JAUNT, INC.

Brad Sheffield
Chief Executive Officer

EXHIBIT 1
PRESS RELEASE

EXHIBIT 2
BUDGET

Cost Items	Cost
<u>Parts</u>	
Polaris GEM e6 NEV Package	\$23,982
Solar Panels	\$3,750
Autonomy Hardware (sensors, electronics, mechanical)	\$96,920
NEV and Hardware Handling (10% markup of parts)	\$12,465
Software Licensing & Warranty Charge	\$15,194
Vehicle Logos	\$3,000
Parts - Total	\$155,312
<u>Labor</u>	
Autonomy Outfit and Testing - Raw Direct Labor Cost (Engineering/Tech/Test)	\$116,968
Autonomy Outfit and Testing - Project Management, Overhead, & Markup	\$177,059
Operations Management	\$17,129
Primary Safety Driver Operations	\$74,225
Backup Safety Driver Operations	\$7,422
Maintenance Operations	\$9,278
Communications & PR	\$6,552
Labor Total	\$408,633
<u>Insurance/Legal</u>	
Insurance Premium (6 month estimate)	\$25,000
PSC Formation	\$7,644
Insurance/Legal Total	\$32,644
Total Program Cost	\$596,589

Contributions	Cost	Entity
<u>In-Kind Contributions</u>		
NEV and Hardware Handling (10% markup of parts)	\$12,465	PRI
Software Licensing & Warranty Charge	\$15,194	PRI
Autonomy Outfit and Testing - Project Management, Overhead, & Markup	\$177,059	PRI
Operations Management	\$17,129	PRI/JAUNT
Primary Safety Driver Operations	\$74,225	JAUNT
Backup Safety Driver Operations	\$7,422	PRI
Maintenance Operations	\$9,278	PRI
Communications & PR	\$6,552	PRI
PSC Formation	\$7,644	PRI
In-Kind Contribution Total	\$326,969	

Cash Contributions

Polaris GEM e6 NEV Package	\$23,982	PRI
Vehicle Logos	\$3,000	PRI
Insurance Premium (6 month estimate)	\$25,000	JAUNT
Cash Contribution Total	\$51,982	

Total In-Kind/Cash Contributions	\$378,951
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Net Remaining	\$217,638
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Albemarle County Funding

Solar Panels	\$3,750	County
Autonomy Hardware (sensors, electronics, mechanical)	\$96,920	County
Autonomy Outfit and Testing - Raw Direct Labor Cost (Engineering/Tech/Test)	\$116,968	County
Total County Funding	\$217,638	

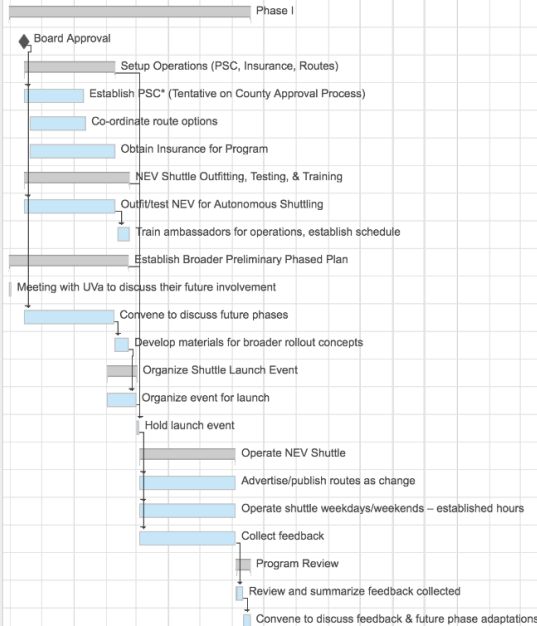










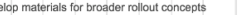










Summary

Perrone Robotics - Total In-Kind/Cash Contributions	\$271,162
JAUNT - Total In-Kind/Cash Contributions	\$107,789
Albemarle County Funding	\$217,638

EXHIBIT 3

SCHEDULE

PHASE 1

Task Name	Duration	Start	Finish	Q4			Q1			Q2			Q3			Q4			Q1		
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
- Phase I	165d	10/30/18	06/17/19																		
Board Approval	0	11/14/18	11/14/18	◆ Board Approval																	
- Setup Operations (PSC, Insurance, Routes)	63d	11/14/18	02/08/19																		
Establish PSC* (Tentative on County Approval Process)	41d	11/14/18	01/09/19																		
Co-ordinate route options	40d	11/19/18	01/11/19																		
Obtain Insurance for Program	60d	11/19/18	02/08/19																		
- NEV Shuttle Outfitting, Testing, & Training	73d	11/14/18	02/22/19																		
Outfit/test NEV for Autonomous Shuttling	63d	11/14/18	02/08/19																		
Train ambassadors for operations, establish schedule	10d	02/11/19	02/22/19																		
- Establish Broader Preliminary Phased Plan	83d	10/30/18	02/21/19																		
Meeting with UVa to discuss their future involvement	1d	10/30/18	10/30/18																		
Convene to discuss future phases	62d	11/14/18	02/07/19																		
Develop materials for broader rollout concepts	10d	02/08/19	02/21/19																		
- Organize Shuttle Launch Event	21d	02/01/19	03/01/19																		
Organize event for launch	20d	02/01/19	02/28/19																		
Hold launch event	1d	03/01/19	03/01/19																		
- Operate NEV Shuttle	66d	03/04/19	06/03/19																		
Advertise/publish routes as change	66d	03/04/19	06/03/19																		
Operate shuttle weekdays/weekends – established hours	66d	03/04/19	06/03/19																		
Collect feedback	66d	03/04/19	06/03/19																		
- Program Review	10d	06/04/19	06/17/19																		
Review and summarize feedback collected	5d	06/04/19	06/10/19																		
Convene to discuss feedback & future phase adaptations	5d	06/11/19	06/17/19																		

Term Sheet: Perrone Robotics, Inc.

Parties: County of Albemarle, Albemarle County Economic Development Authority, Perrone Robotics, Inc.

Purposes: Provide a grant to Perrone for the purpose of promoting economic development by funding a project which may enable Perrone to expand its business and anchor them in Albemarle County. This project is also intended to inform County staff about impacts to long term plans, such as the Comprehensive Plan, the CIP, and the future built environment.

Project: The project is composed of a 3-month setup, followed by a safety review prior to a 3-month pilot program by Perrone, in collaboration with JAUNT, to ultimately launch an autonomous shuttle service for County residents through a public service corporation or another appropriate entity. The setup and testing phases of the project includes Perrone acquiring an appropriate shuttle vehicle, equipping the vehicle with appropriate equipment to operate autonomously, and testing the vehicle at Perrone's test track facility in Crozet. Once the safety and operation aspects of the shuttle vehicle have been tested, initial trial runs will be conducted with a professional safety-trained driver on board as supplied by JAUNT, on one or more routes in and around Crozet. The pilot phase of the project includes the shuttle vehicle transporting members of the public on one or more selected routes in the Crozet area. Perrone will agree to

donate the vehicle to the County, or the public service corporation or other entity created by the County.

**County/EDA
Funding:**

\$238,000.00 total funding

Legal Authority:

Virginia Code §§ 15.2-1205 (County) (power to give funds to any County-created authority), 15.2-4905(13) (EDA) (power to make grants to a business for the purposes of promoting economic development).

Mechanism:

Funds will be transferred from the County's Economic Development Fund to the EDA, which will then transfer the funds to Perrone as provided by law and in conjunction with a performance agreement among the County, the EDA, and Perrone.

Project Period:

The project period is expected to begin when the funds are transferred to Perrone, estimated to be not later than December 5, 2018, and will conclude by June 17, 2019.

**Perrone
Obligations
and Milestones:**

- | | |
|-----------------------------------------------------------|---------------------------|
| 1. Complete setup operations (insurance, routes) | February 8, 2019 |
| 2. Complete NEV shuttle outfitting, testing, and training | February 22, 2019 |
| 3. Complete establishing broader preliminary phased plan | February 21, 2019 |
| 4. Shuttle launch event | On or about March 1, 2019 |
| 5. Complete NEV shuttle operation period | On or about June 3, 2019 |
| 6. Complete project review | On or about June 17, 2019 |

**County/EDA
Obligations
and Milestones:**

- | | |
|---------------------------------------------------------------|-------------------|
| 1. Transfer funds to Perrone (by not later than) | December 12, 2018 |
| 2. Create a public service corporation or other lawful entity | March 1, 2019 |

Clawbacks:

- | | |
|---------------------------------------------------------------------------------------------------------|--------------------|
| 1. Failure to launch NEV shuttle operation attributable to PRI | \$238,000.00 |
| 2. NEV shuttle operation period less than full 92-day period | \$2,587.00 per day |
| 3. Failure to maintain headquarters in Albemarle County for three years after the date of the agreement | \$238,000.00 |

Document:

The elements of this term sheet will be incorporated into a single performance agreement among the parties.

Recess. At 2:09 p.m., Ms. Mallek stated that the Board would recess in the middle parking lot. The Board reconvened at 2:47 p.m.

Agenda Item No. 3. ZMA201500007 – Brookhill Proffer Amendments.

The Executive Summary forwarded to the Board states that the Albemarle County Board of Supervisors approved a zoning map amendment (ZMA), ZMA201500007, for the Brookhill project on November 9, 2016. This ZMA included a proffer statement for numerous proffers, including off-site transportation improvements (Attachment A). In 2017, the Virginia Department of Transportation (VDOT) obtained funding to complete a road construction project, known as the Rio Mills Road connector road, that was proffered by the developer in conjunction with the original Brookhill ZMA.

VDOT is actively pursuing the design, construction, and completion of the Rio Mills Connector road as a public improvement project. The developer has submitted a new ZMA application, ZMA201800011, to amend the original proffers and to clearly define the developer's responsibilities now that VDOT is undertaking the Rio Mills Road project (Attachment B). The draft of the revised proffers is still under review with County staff.

Pursuant to County Code § 18-33.15(A)(1)(a), an applicant requesting approval of a zoning map amendment that only proposes to amend existing approved proffers that do not affect conditions of use or density may request the Board of Supervisors to waive the requirement for public hearings with the Planning Commission and/or the Board. County Code § 18-33.15(A)(1) is enabled by Virginia Code § 15.2-2302.

The applicant of ZMA201800011 has filed such a request with the Clerk of the Board to waive public hearings with both the Planning Commission and the Board of Supervisors. In accordance with County Code § 18- 33.15(A)(1), the proposed amendment solely pertains to amending proffers that do not affect the conditions of use or density, the Code of Development, or the Application Plan that were approved with the original Brookhill rezoning. The proposed proffer amendment will revise three (3) of the original proffers: Proffer #1D, Proffer #6, and Proffer #8, which are all tied to the Rio Mills Connector road. See Attachment C for a summary of the proposed revisions. The proposed proffer amendment complies with County Code §§ 18-33.15(A)(1) and 18- 33.15(A)(1)(a).

Staff recommends approval of the request to waive the requirement for public hearings for the reasons stated in Attachment C.

Mr. Cameron Langille, Senior Planner, presented. He explained that the proposed amendment was to existing proffers, with the ZMA approved by the Board on November 9, 2016. He presented the application plan and said the actual built portion would be within the blue line and was located at the

northeast corner of the intersection between Polo Grounds Road and Route 29. The property consists of several parcels, measures 277.5 acres, may have up to 1,500 residential units and has a minimum of 800 residential units. He said it would have a town center for commercial and retail uses. The original rezoning had several proffers tied to it that were both on and offsite related to transportation, historic preservation, environmental protection, and schools. He said Community Development has received ZMA application 2018-11 to revise three of the original proffers.

Mr. Langille stated that County Code Section 18-33.15(A)(1) allows an applicant to request that the Board of Supervisors waive the public hearing requirements with the Planning Commission and Board if the amendment only proposes to amend proffers and does not change the uses or density within the development allowed with the original rezoning. He explained that the County received the application because of one of the original proffers; Proffer 1D - Rio Mills Road Connection, a proposed two-lane public street that would connect Berkmar Drive to Rio Mills Road. He said that since 2016, VDOT has obtained funding to do Rio Mills Road through a Smart Scale application. He noted that the original application with Brookhill said that it was the obligation of the developer to construct the road, and it had to be completed prior to issuance of the 200th certificate of occupancy for a dwelling unit. He said the other part of the proffer was that the applicant needed to dedicate land for the street right of way and any grading easements necessary to construct the road.

Mr. Langille presented a slide entitled "VDOT Smart Scale Project Information," which has a timeline for completion of their Smart Scale project. He said that VDOT's staff has been in contact with the applicant and has said that they want to do the road, though the certificate of occupancy restricts the developer from being able to build out, but VDOT wants to complete the project itself. He stated that VDOT is in the process of identifying a contractor that would do the design-build, with completion anticipated by as late as Spring 2023 or as early as Spring 2020. This project is tied to five other VDOT contractors, but they would hire one contractor to do them all and would set a priority list for the order. He said the applicant has requested to remove the requirement to construct the road and remove the requirement about limitations on certificates of occupancy but are proposing to retain the right-of-way dedication requirement.

Mr. Langille said there are two other proffers affected by the Rio Mills connection now being done by VDOT, with one being Proffer #6. He said this proffer was a credit for in-kind contributions that were awarded to the developer with the original rezoning, and that any capital improvement project they were doing was given a set dollar value as a credit. He said that another proffer said that once they have surpassed that credit value, the applicant would have to pay the County a fee for every single family dwelling unit they requests to come online, thus they are reducing the value of their credits since they are taking out the Rio Mills Road connection now that they are not constructing it. He said this means they would have to pay the County earlier than anticipated.

Mr. Langille reviewed Proffer #8, a public high school or institutional use site dedication. He said the original zoning identified a piece of land on the west side of Berkmar Drive, south of the Rio Mills connector Road. He said that when the original rezoning went through, Berkmar Drive Extended was not yet completed and the right of way was not dedicated. He said the original proffers said the parcel would be a minimum of 60 acres, and after survey work by the applicant and UVA, it has been determined that the largest this site could be was 54 acres due to the existence of Berkmar Drive's right of way and the area needed for the Rio Mills connector road.

He said that public school staff has expressed reservations about a reduction to 50 acres, though they think they could get this to 55 acres. Community Development staff and the applicant would meet with school officials to find a way to have enough space for a public school if they chose to build one there in the future. He presented a slide with recommended actions and motions and noted that a waiving of the public hearing requirement does not mean that the Board would not see these proffers again, as they would come back in a staff report and recommendation. He concluded and invited questions.

Ms. Mallek stated that if the Rio Mills connector were not being built then the school site would need some square footage to make an entrance road, and she commented that hopefully it would work out that the connector would be useful for entering the school site to help make the 54 acres enough.

Ms. Palmer said she does not have a problem with this but has a few questions. She stated that Mr. Langille had said that VDOT wanted to do this and recalled that the County requested that, and she asked why the County requested this when the developers already said they would do it. Mr. Langille responded that the timing of the Smart Scale application and this application overlapped. The Smart Scale application was submitted after the ZMA was approved by the Board. He said the County was not sure that VDOT would get funding for the road, so the applicant decided to put this in the proffers.

Ms. Palmer asked if the design they would have done was the same as what VDOT was doing. Mr. Langille confirmed this, adding that the proffers indicated a conceptual location for the street, which was exactly where VDOT was looking to do it. He said it was going to be a two-lane road under the proffers, and Smart Scale would keep the same right-of-way width and cross section.

Ms. Palmer pointed out that Section 3b of the Board's materials for Proffer 1D indicated that simple title would be given to the parcel of land but does not talk about construction; whereas in the other materials and in what Mr. Langille explained, they were requested to construct it. She asked if there was another proffer sheet. Mr. Langille clarified that Attachment A has the original proffers and Attachment B was the draft of this proffer revision, which the staff was still working on.

Ms. Palmer stated that the applicants are basically paying for this in another way by reducing the credits. She said she had heard a concern from some that the County was giving up something when they really are not. Mr. Langille remarked that the credit reduction looks like it would be about \$3.5 million.

Mr. Gallaway recalled that in 2009–2010, the School Board was contemplating the consolidation of three elementary schools into one space; and by the time they arrived at a decision, the space did not work, so a lot of time, energy, and money went into the lead-up of what basically became a non-decision. He remarked that the school division should be at the table in making a decision to reduce from 60 to 50, and he suspects that it would not be a comprehensive high school. Mr. Gallaway said that as land was in such short supply, he would hate to make a decision and then find that the extra five acres prohibits the County from putting in a comprehensive high school. He emphasized that it was the school division's decision and he would be looking for their signoff on whatever the reduction was, if there was a reduction.

Ms. McKeel indicated that it was her understanding that the terrain of the site was an issue. Mr. Langille acknowledged that there are some slopes. The proposed site for the school was just north of Brookhill Park, and there are some issues with the topography, though the preliminary concept design indicates they would not have to encroach on the slopes and there was still area that was relatively flat that they encroach into that avoids the topography problem.

Ms. McKeel agreed with Mr. Gallaway's comment that the school division would sign off once this has been finalized and they would not feel like it was taking the property away completely. Mr. Langille agreed.

Mr. Randolph stated that he was surprised to discover that this has happened, and he was not convinced the Board was aware that the land ended up being used and therefore not available as useable acreage. Mr. Langille remarked that he thinks what happened was that Berkmar ended up going a bit further west from where they originally thought.

Mr. Gallaway remarked that it was not just acreage, as the site itself had issues they could not accommodate.

Ms. McKeel recalled getting proffers for school sites that were not buildable.

Mr. Gallaway stated that comprehensive high schools require athletic fields and other things and even the placement of where the road run needs to be scrutinized based on whether other places could not be built out or on.

Ms. McKeel recalled that Mr. Dean Tistadt led a task force that looked at this during the rezoning. She reminded people that this had arisen during the public hearing for the Earlysville truck restriction and from the industry, which said that if they could build this connector in this location, they would no longer have to send their gravel trucks down Earlysville Road. She said that this was basically the end of the public hearing before anyone had a chance to carry on. She described it as a moving target that seemed to catch the attention and support of VDOT immediately, as they thought the connector would be helpful. She acknowledged that those in the environmental community were concerned about another partition of open space and the taking away of linear areas, though hopefully the benefits would outweigh the negatives.

Ms. Palmer asked if VDOT would coordinate with the schools. Ms. McKeel remarked that she believes they were just told they would coordinate. Mr. Langille confirmed this.

Ms. McKeel remarked that Smart Scale represents competitive funds that are never guaranteed, so it makes sense to apply.

Ms. Mallek clarified that what was under consideration was to allow negotiations to finish, to not have a public hearing, and to have it come back to the Board later as a special exception. Mr. Langille responded that it would be a full ZMA amendment and would come back to the Board for a final review regardless of whether there was a public hearing.

Mr. Gallaway said he presumes the interest here was saving time and asked if, should the schools find this limited their use, a public hearing process would be required. Mr. Kamptner responded that he does not think what Mr. Gallaway has described was a change in use that would trigger the ability to waive the public hearing requirement.

Mr. Gallaway asked if this was because they were doing residential and not changing it to commercial. Mr. Kamptner confirmed this.

Mr. Langille clarified that they have a separate Code of Development that lays out the types of uses they could do by block within the developed portion of Brookhill, and this was an offsite proffer, so they are not changing anything in that Code of Development use.

Ms. McKeel **moved** that the Board approve the request to waive the requirement of a public hearing for the reasons stated in Attachment C (set out below). The motion was **seconded** by Mr. Randolph.

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

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

Staff Summary of Brookhill Proffer Revisions Proposed in ZMA201800011

Proffer #1D – Rio Mills Road Connection – this proffer requires the developer to construct an offsite transportation improvement project identified as the “Rio Mills Connector road.” This is a proposed public road that will connect Berkmar Drive to Rio Mills Road (S.R. 643). The original proffer included a timing restriction stating that the Rio Mills Connector road must be completed prior to the issuance of the 200th Certificate of Occupancy (CO) for a dwelling unit other than a multifamily unit within Brookhill. In 2017, VDOT obtained approval and funding through a Smart Scale application to complete the Rio Mills Connector road as a public transportation improvement project. VDOT has informed County staff and the developer that the Rio Mills Connector road will be finished by 2023 at the latest, but could be completed as early as 2020.

Now that VDOT is taking over design and construction of the Rio Mills Connector road, the developer will not be able to 1) build the road as originally specified, and 2) the developer will likely need the 200th CO prior to VDOT completing the road construction.

The developer will still dedicate the necessary right of way to accommodate the Rio Mills Connector road as specified in the original proffer statement. The draft proffer statement revision has removed the language specifying that the developer is responsible for the actual road construction. The limitation on issuance of Cos for dwellings within the development is also proposed to be removed. This is because the developer will likely be requesting the 200th CO sometime prior to 2023.

Proffer #6 – Credit for in Kind Contributions - this proffer gives the developer a credit for the value of in-kind contributions they are required to complete by other proffers. The original value is an estimated total cost for offsite road improvement projects and land dedications specified elsewhere in the proffers. The credit is intended to delay the timing for when the developer must start paying cash contributions to the County on a per dwelling unit basis, as specified by Proffers #3 and #4. The original value of the credit is \$31,086,662.86.

The revision to Proffer #6 will reduce the total value of the credit for in-kind contributions available to the developer by removing reference to the Rio Mills Connector road. Since the developer will not be constructing the road, they have acknowledged that they should not be receiving credit for completion of that improvement. The revisions to Proffer #6 proposes to remove reference to the Rio Mills Connector road and also reduce the value of the in-kind contribution credit to \$28,336,662.00. Thus, the developer will be obligated to begin paying cash contributions to the County on a per dwelling unit basis sooner than originally anticipated, in accordance with Proffers #3 and #4.

Proffer #8 – Public High School or Institutional Use Site - this proffer requires the developer to dedicate in fee simple a site measuring a minimum of 60 acres to the County for a future public high school. The proffer states that the site may be used for “other institutional uses” if the school system determines that a new high school is not needed at this location.

The extension of Berkmar Drive was not completed by VDOT when the original Brookhill rezoning was approved. The public school site identified in Exhibit E of the original proffer statement now overlaps with a portion of the existing Berkmar Drive right-of-way. Additionally, the proposed Rio Mills Connector road will also be constructed within a portion of the parcel originally identified as the 60 acre high school site.

VDOT has conducted thorough survey work over the past few months and has informed the developer that there will only be approximately 50 acres available for the high school site once the Rio Mills Connector Road is built. Therefore, the applicant is requesting to reduce the minimum site acreage for the high school from 60 acres to approximately 50 acres.

Agenda Item No. 4. Work Session: ZTA 2017-01 Transient Lodging (aka Home Stays).

The Executive Summary forwarded to the Board states that this zoning text amendment (ZTA) was initiated by the Board of Supervisors on May 3, 2017 to consider expanding opportunities for transient lodging, including whole house rental when the owner/manager is not present and rental in attached or multifamily dwelling units. Since it was initiated, work sessions have been held by the Board and Planning Commission (PC) regarding the scope and process for the ZTA. Additionally, a series of public input meetings have been held since September 2017 with both the PC and the Board. The PC voted at an April 24, 2018 public hearing to recommend approval of the attached ordinance amendment to the Board. In the latest work session on September 12, 2018, the Board discussed a variety of considerations for the ZTA. The Attachments provide a copy of proposed changes recommended by the PC (Attachment A), a summary matrix of proposed regulations from the Board's September 12th work session (Attachment B), and a copy of the May 25, 2018 Homestay Enforcement Memorandum (Attachment C).

The purpose of this work session is to receive direction from the Board in several areas. These include: 1. Finalize the potential regulations for property in two categories: a) Rural Areas zoned lots 5 acres or larger and b) Rural Areas zoned lots less than 5 acres, and Residentially zoned lots; 2. The next

steps in the public process prior to public hearing with the PC; and 3. Enforcement strategies

1. Potential Regulations.

The Board has expressed concern that Rural Areas (RA) zoned neighborhoods may need to be treated similarly to Residential zoned parcels in terms of transient lodging regulations because of the potential for nuisance impacts (such as noise, lighting and the like). The suggested changes take into account the residential neighborhood development patterns for both rural and residential zoning districts. In the prior work session, the Board agreed that RA zoned lots of less than 5 acres in size would be subject to the same zoning regulations as the residential zoning districts. The Board also requested that an increased setback be added. Staff recommends a 125 foot setback apply to primary and accessory structures and parking areas for homestay uses. This setback is consistent with increased setbacks for other RA uses such as farm wineries, breweries, distilleries and agricultural operations. (See Attachment B.)

Special Exception Criteria: A special exception process is recommended to waive or modify certain homestay regulations in circumstances where there are no detrimental impacts to adjoining properties, or adjoining properties that are under the same ownership. This would be similar to the provision that already exists in the ordinance for setbacks. The following items may be varied by a special exception: - Dwelling unit type. (Homestays permitted in a single-family detached dwelling only; - No more than 2 guest rooms permitted in residential and smaller RA lots; - 125 foot setback from any abutting lot not under the same ownership as the homestay for parking and primary or accessory uses and structures used in whole or in part to serve any permitted use at a homestay; and - Use of an accessory structure. This would be when compliant with the density of the zoning district.

2. Review the next steps in public process prior to public hearing for ZTA.

Staff recommends the following process: - Public input opportunity at a future PC work session to enable stakeholders to reengage in the process - Public Hearing on draft ordinance at PC meeting - Public Hearing on draft ordinance at BOS meeting

3. Discuss enforcement strategies/concerns and staffing/budget impacts.

Enforcement strategy can be considered in terms of a) the compliance gap of those existing homestays that do not currently have the proper zoning permit and b) long term or ongoing compliance once the gap is closed. Staff recommends that we proactively close the gap, working in a team with Finance and Fire/Rescue to assure that the existing homestays become compliant. As noted in Attachment C, we expect this to begin with public outreach and assistance to encourage voluntary compliance. We project the need for additional resources to 1) locate properties involved in homestays and 2) obtain compliance. We recommend that ongoing compliance be responsive as with most other zoning enforcement. In the event the Board wishes for this compliance to also be proactive, it may be appropriate to discuss further both staffing needs and enforcement prioritization.

The ordinance changes may result in budget impacts. The effort to bring operators into compliance may need additional staff resources, depending on the level of enforcement set by the Board. Staff has explored various enforcement options and resource needs.

Staff recommends that the Board provide direction on how it wishes to proceed with the ordinance amendment so staff can bring a revised proposed ordinance to the Board at a future meeting.

Mr. Bart Svoboda, Chief of Zoning, presented. He reminded the Board that this was the fourth work session on the topic and said he would give a very brief summary and then move onto the three things they want to accomplish today: 1) confirm the criteria to consider; 2) confirm they would go back to the Commission and re-engage stakeholders in the process; and 3) discuss the approach to compliance.

Mr. Svoboda noted that the ZTA was initiated by the Board on May 3, 2017, followed by a series of public meetings and public hearings with the Planning Commission and Board. He stated staff is seeking Board consensus to confirm the criteria agreed on at the September 12 meeting. He explained that a takeaway from the last work session was that they have rural area zoned lots of five acres or larger that they want to look at in one manner and to look at rural area lots of less than five acres to be looked at similarly to the way they consider residential zoned lots. He said the County zones by district, does not have a rural area neighborhood district, and are looking at the average or reasonable size of a lot.

Mr. Svoboda noted that the Board's information packet includes a color-coded chart that compares existing regulations with the new regulations in both residential and commercial. He said they would start with low-hanging fruit, by looking at what applies to all homestays in three categories: residential, rural areas of less than five acres, and rural areas of greater than five acres. The following regulations would apply to all proposed homestay regulations: 1) operators would be required to register on the short-term registry annually under Virginia Code Section 15.2-983; 2) required to undergo annual safety inspections; 3) possibility of special exception under certain criteria; 4) the owner/manager of the parcel or a manager of the homestay shall reside on the parcel; 5) permitted only in a single-family detached dwelling; and 6) all parking required off-street or onsite depending on the circumstances. He emphasized that onsite means on the parcel.

Ms. McKeel asked that he clarify what reside means. Mr. Svoboda responded that it was the place of residence where the manager has to live.

Ms. Mallek asked what determines that a dwelling was a place of residence, considering that people from out of town are buying these. Mr. Svoboda responded that it was his understanding that voting registration determines this.

Ms. Amelia McCulley, Zoning Administrator, added that the primary purpose was a residential unit, and the secondary or accessory purpose was the homestay use. She said they have come up with a definition of a residence in the draft ordinance that defines it as being occupied more than half the year.

Ms. McKeel remarked that as owners die, their out of town relatives flip these to Airbnb's.

Mr. Randolph remarked that although they seek to have the owner/operator reside on the parcel, there could be conditions under which the owner might be away from the parcel, and they would have to address the issue of a responsible agent who was accountable if a nuisance occurs while the owner was away. Mr. Svoboda responded that this was on the list to be addressed by the Planning Commission.

Mr. Svoboda presented a slide with a diagram of an example of the parking requirements and what was defined as on-street and off-street.

Ms. Mallek asked if there are regulations proposed that address parking on the front lawn. Mr. Svoboda responded that they do not, as they go by the parking regulations. If an owner wants to increase the size of the driveway, there was no regulation that prohibits this.

Ms. McKeel remarked that they have parking regulations that fought each other, and she wants to be sure that they do not have something else in their regulations that made this null and void. Mr. Svoboda reassured them that as they review the regulations with the Planning Commission, they could make sure they write that parking would be onsite in the supplemental regulations.

Ms. Palmer remarked that some of her constituents are farmers and want to keep the farm going and rent out the whole house on a big piece of property, and she asked if the regulations require that a manager reside in the house for the majority of the year and the specific amount of time. Mr. Svoboda responded that the requirement was that the owner reside onsite for 180 days. He stated that an owner-operator must reside on the parcel; that within a residential district of less than two acres, whole house rental was not allowed, though the owner must live on the parcel; and that if whole house rental was allowed on larger acreage the owner or operator must still reside on the property. He reminded the Board that their guidance was to treat residentially-zoned property the same as rural area neighborhoods, which equates to rural area lots less than five acres.

Mr. Svoboda presented the following slide with proposed homestay regulations for RA zoned lots of five acres or larger:

- whole house rental was permitted with a maximum of 45 days per calendar year
- no more than five guest rooms were permitted
- 125-foot setback from abutting lot
- use of accessory structure allowed
- use of second homestay use if zoning density allows

Ms. Palmer asked for confirmation that if the requirement that an owner or manager of a homestay shall reside on the parcel but a whole house rental was allowed for 45 days, the owner or manager does not have to be in the house. Mr. Svoboda responded that this would be vetted by the Commission. Currently they want someone to reside on the parcel. He said they have considered the requirement of a 60 or 30-minute response time by the owner-manager. Staff also uses the term "operator" in some places because the State Code uses the term in its registry.

Mr. Randolph suggested that whatever the Board passes, they should indicate "responsible party or agent" parenthetically because "operator" could be very confusing and it may appear that he has to be on the site, as there must be a responsible party in the absence of the owner. He emphasized that if they could devise it with direct and rapid accountability with someone that could be reached, then they have covered their concern with the rights of adjoining property owners. Mr. Svoboda reassured Mr. Randolph that they would proceed with caution in that area.

Ms. Mallek said that her understanding of what they were talking about for larger properties in the rural area was a situation where there may be multiple houses on a property with an owner always there and not 45 minutes away. She stated that these are remote areas and it was not acceptable to her that an owner be in town, and she wants to know how they could bridge the gap between the current rules and what was proposed. Ms. McKeel commented that this concern would be vetted later.

Ms. Svoboda added that they had consensus on 45 days but not on whether the owner has to be there all the time.

Ms. Randolph said that Ms. Mallek's concern hinges on the compliance regime that was put into effect. He said there must be at least one responsible agent and there should be a secondary responsible agent identified as a backup. He said that an owner that treats the rules in a cavalier fashion risks losing the right to have the property on the marketplace, and it was the Board's decision as to how many chances to allow for noncompliance before withdrawing a license. Ms. McCulley stated that they have a new strategy enabled from the Virginia Code that addressed that. She clarified that currently whole-house

rental was not currently allowed, and this would be a new permission allowed only in larger rural area lots, if this were approved.

Mr. Gallaway expressed appreciation for Ms. Mallek's concern and agrees with Mr. Randolph that the owner or manager on the property does not equate to "responsible," as there could be an owner who was not abiding by what has been identified as responsible agent, and in that scenario it would be preferable to have a responsible agent rather than an owner.

Mr. Svoboda presented a slide with a grid of the proposed homestay regulations and pointed out that the two at the bottom were new since the last session: special exceptions possible and whole house rental for maximum of 45 days. He noted that the consensus arrived at during the last session was to go back to the Planning Commission and to re-engage stakeholders. He stated that there would be future opportunities to revisit and tweak things.

Ms. McCulley remarked that they started this journey a year and a half ago and that it was important enough to include the hospitality industry and others. Staff was working with the Economic Development Office to make sure they reach out to the right people and inform them of next steps and opportunities for input.

Ms. McKeel remarked that some communities have been shifting what they were doing, and by buying some time, the County could learn from mistakes of other communities.

Mr. Svoboda then encapsulated the Board's direction: re-engage stakeholders, public hearing with Commission to review a draft ordinance, confer with the Planning Commission on the draft ordinance for their recommendation, and come back before the Board for a public hearing on the draft ordinance. Supervisors acknowledged their agreement.

Mr. Svoboda next reviewed the possibility of special exceptions under certain criteria and presented a slide with a list of possible special exceptions, which he remarked was a sample list and not an exhaustive list as it was hard to think of all exceptions. He reviewed the following examples: a dwelling unit type that was a duplex on 50 acres in the rural area, no more than two guest rooms permitted in residential or on smaller rural area lots; 125-foot setback from any abutting lot not under the same ownership as the homestay for parking, primary or accessory uses and structures used in whole or in part to serve any permitted use at a homestay; use of an accessory structure when compliant with the density of the zoning district, and homestays on residentially zoned parcels larger than five acres.

Ms. Mallek asked if any of the special exception examples focuses on existing buildings and gave an example of a situation with an existing barn. Mr. Svoboda responded that an existing barn could be varied by the special exception.

Ms. Mallek asked for confirmation that they could not build a new barn 30 feet in and asked if any of these are focused on existing structures or was it just a free for all and they would build new structures to meet all of these opportunities. Mr. Svoboda responded that they do not have consensus on whether to use existing buildings or new structures.

Mr. Randolph stated that they want to avoid the perverse situation identified by Ms. Mallek where, if they allow a special exception, people exploit the special exception clause to add additional capacity, and then there was an explosion of special exceptions. He asked who would grant special exceptions. Ms. McCulley responded that it would be the Board of Supervisors. She said that as proposed in the regulatory scheme provided to the Board today and reflected in the matrix, the only properties that would be eligible for accessory structures so that new guest rooms that are not part of a house would be large rural area lots. She added that what Ms. Mallek said really makes her think because they have given a lot of preference to utilization of existing structures, and maybe they need to work that into the special exception criteria and the importance of considering the impact on neighbors. She said that notice to neighbors and not having a detrimental impact would be critical in their review.

Ms. Mallek stated that the use in the Comprehensive Plan for large rural lots was agricultural/forestral and only residential accessory and was not intended to put up new garages or units.

Ms. McCulley said they would utilize the work session with the Planning Commission to flesh out special exception criteria, with a focus on the impact on neighbors and consideration of things like the use of existing structures.

Mr. Dill asked if they have an estimate of how many special exceptions would be requested, as he was concerned about Board time if everyone comes to the Board. Mr. Svoboda responded that he does not, though they know that a certain part of these applications would not or cannot comply.

Mr. Kamptner remarked that, whether or not they are changing use or density, the special exception could stay on the consent agenda. He said this may be a lot of work for Community Development staff, but the Board could consider that on the consent agenda.

Mr. Svoboda remarked that they may be able to build criteria in the ordinance around the special exception for those that keep reoccurring and are granted.

Mr. Dill asked if the Department of Economic Development has been involved in the discussions and looked at other locations that have different kinds of rules and whether this increase or decrease

tourism, as well as how homestays affect homeowners and how much income they make from it. Ms. McCulley responded that Mr. Johnson has been focused on the strategic plan implementation and has not yet been asked to do this.

Ms. McKeel remarked that she has been concerned with losing affordable housing.

Mr. Gallaway commented about the impact on the hotel industry, which was an economic development question.

Mr. Richardson announced that Mr. Adam Healey, Interim Director of the Charlottesville-Albemarle Convention and Visitor's Bureau, was present, adding that the CACVB Board has been monitoring this issue.

Mr. Johnson stated that he was late as it relates to this issue, but Ms. McCulley invited him to participate in this project and he has reached out to Virginia Restaurant Lodging and Travel Association (VRLTEA) to solicit their feedback. He said he would provide that to the Department of Community Development so the Board would be well informed about the potential impacts associated with Airbnb's.

Ms. McCulley asked for direction from the Board regarding compliance strategies. Mr. Svoboda explained that they are looking at different options and the impacts would depend on how the regulations come out. He said that they know that with fire/rescue, building code, and zoning as a unit, how that would operate on the initial inspection and whether or not they are going to do annual inspections, as well as the impact of registering 300 versus 800, and the impact on Finance in terms of collecting transient occupancy tax on rentals. He said the homestay registry gives the County additional options, including a three strikes rule, and defining an operator in the Code. He said they would be careful to make sure it does what it needs to, while staying compliant with the wishes of the General Assembly.

Ms. McCulley added that the violations considered in the three strikes in the registry goes beyond zoning and would include recurring noise violations, with the police trying to get compliance. She said it was important to have this new tool, which she hopes would not come up often and was not something they have had before.

Mr. Randolph observed that when looking at the range of inspections that are called for, such as a health, fire/safety, and zoning inspections, he would like them to look at best management practices in other Virginia counties and elsewhere in the country for the fees that are collected. He said they need to capture more of the additional operational cost for government to maximize and assure compliance in this industry versus the hotel/motel industry, which has well established existing standards and run the risk of losing licensure within the overall state if not in compliance. He remarked that their financial exposure from noncompliance was much greater than that of an individual operator, which put more responsibility on local government to maximize and protect the best interests of the public.

Mr. Randolph added that they should look for ways to recoup some of the costs incurred to ensure quality compliance. He admitted that they would probably not recoup costs on a 1:1 ratio. He expressed hope that they are thinking creatively, as there would be an expectation of a separate license but they are also a home occupancy business and they have to take their home occupancy license, and while that form already exists, it would not be difficult to add a check to indicate if one was a residential transient housing operation. He said that as they tabulate these, they would know which ones fall within the various categories and it enables the County to build a strong Excel file with information as to who was operating a business.

Mr. Svoboda acknowledged that they have had discussions with Finance and Fire/Rescue to that effect, as well as with fire/rescue and building code with regard to the fiscal efficiencies of inspections and the impact this might have on public safety if certain divisions are not brought in from the start. He explained that they want to be careful to balance both fiscal and safety-related aspects.

Mr. Randolph remarked that Ms. Mallek brought up a very important point in the rural area which was if the responsible agent was not available. He urged Mr. Svoboda to get an idea of what a 24 hour/365-day telephone contact center would cost for the County to contract which could be included in the license fee.

Ms. McCulley explained the compliance gap, stating that there were 380–400 existing homestay operations without approval, the number was growing, and the question was whether the Board would like to ask staff to use proactive compliance measures to close that gap, which was more time consuming and could lead to compliance measures for those not compliant. She said they would reach out to people and provide assistance, public information, and process permits when people voluntarily come in to seek the proper permit. She reviewed some reasons why the Board may want the staff to be proactive: 1) it levels the playing field for those who are properly permitted and licensed, 2) public health and safety, 3) there was no assurance that homestay operations are complying with land use policies and regulations which are intended to be subordinate to a primary residential use and they do not want neighborhoods turning into commercial uses, and 4) revenue was not being captured.

Ms. McCulley stated that the Department of Finance could be proactive in capturing revenue even if Zoning was not proactive in seeking compliance and that Ms. Rocio Lamb, from Finance, was present if the Board wishes to have information about that component of their decision.

Ms. Palmer said she sent an email the previous day requesting examples of the amount of revenue they would receive from a rural area homestay of 35–45 days per year. She remarked that as Ms. McCulley pointed out, there are other reasons to do this. Ms. Rocio Lamb, Chief of Revenue Administration, addressed the Board. She said she would provide an example of the revenue that would result from this type of business and referred to Page 1 of a handout she provided to the Board (copy on file). She said the estimate was based on online listings, and the example she used was \$250/night for 35 days = \$11,250, with tax revenue listed on the chart.

Ms. McKeel stated that total annual tax revenue was \$733.85 for a five-bedroom homestay. Ms. Lamb remarked that her research indicates that about 20% of listings are whole-house, with the majority being rooms. She said she has provided an example of the estimated revenue from a one-bedroom rental of \$100/night.

Mr. Randolph remarked that someone from the County could crunch the numbers to determine the mean for hotel/motel rentals and come up with a comparable figure for the same time period so they would know the total annual tax revenue for this as well.

Ms. McKeel remarked that at a recent CACVB meeting, a hotel representative said they were having to lower their rate per night to get their occupancy up and they knew they were struggling.

Mr. Dill said he would not take one anecdotal comment as the state of the industry, as they are still building hotels.

Ms. Palmer said that she thought they had to take a proactive approach, as homestays are becoming common and the longer they wait, the more angry the people who have started and did not know and now are having to go backwards. She expressed her appreciation to Ms. Lamb for providing an example of the income generated and remarked that was more than she thought. She added that it could be irritating for home office businesses to have to fill out a form each year, and she knows this would not be very popular.

Ms. McKeel agreed that they would have to be proactive, especially at first, though they may be able to taper this back some after going through the process. She said she wants to avoid the situation of neighbors having to report neighbors, as they often felt threatened, and it unfairly puts them in a bad position.

Ms. Mallek agreed with Mr. McKeel and stated that three types of inspections are needed in the beginning, which could be changed for renewals.

Mr. Randolph expressed his view that they be proactive.

Mr. Gallaway said he does not disagree with being proactive, but they are dealing with something they are regulating and hoping that impacts would not happen, though they could never be eliminated. He said that Mr. Randolph's idea of a contact center makes sense if the fees could cover it. He said that regulations would not correct behavior for everyone, and they have to have a system in place so that when the behavior was reported, it could be dealt with swiftly.

Mr. Dill stated that if they are going to have enforcement, they should try to look for ways that are not so controversial and having to value the sofa and nightstand that you bought at Circa for \$50 or very expensive furniture has nothing to do with this part of it, adding that he feels this was intrusive. He said it might not be worth the hassle to fill out all the paperwork for someone who was just going to rent a house on a few football weekends a year. He said they are not looking at the advantages of the people doing this and involving them enough. They want people involved, but most would say that it was just not worth it. Mr. Dill asked if this was punitive and if they are trying to keep people from doing it by making it as difficult as they could, instead of looking at opportunities to allow people have guests and make a bit of extra income, which they are supposed to do to increase the average income in the County.

Ms. Mallek stated that the point of zoning was to establish what the quality of life thresholds are for the citizens of the whole, not to say they are going to take away all the rules so people could make as much money as they want. She remarked that the County either has rules or you do not, and it was hard to find a middle ground. She said they have done a lot of work already in a thoughtful manner to develop ways that could be implemented, and continuing with what they have now, with 400 places unlicensed and no taxes collected, or safety inspections causes her great concern.

Mr. Dill asked if they have documented the problems. Mr. Randolph remarked that they have not been sued yet but asked if they want to run that risk going forward, as they could easily be found to be unreasonable and negligent in their duty by not having a compliance regime.

Ms. Palmer said she has a process question and asked if they could legally collect the transient occupancy tax without collecting the business property tax, which was a question for Finance. Mr. Kamptner said that the various tax programs the County established need to be applied uniformly, and in prior years the practice was that if a use was not allowed, the County would not collect taxes for that illegal use. He said he has been told that this practice has changed, and that the transient occupancy tax should be collected from an owner engaged in this business, and the business property tax should be applied to everyone who qualifies as having business personal property across the board.

Ms. Palmer remarked that they would have to eliminate business property tax across the board in order to eliminate it for homestays. Mr. Kamptner said he agrees unless there are particular exemptions, of which he was not aware. He asked Ms. Lamb if she was aware of any.

Ms. Palmer remarked that some people are using their homes in a very professional manner like a hotel, while others might be renting out a weekend here and there. She added that this was increasingly becoming a large portion of people's incomes.

Ms. Lamb said that the Code of Virginia allows them to exempt business personal property tax bills less than \$15 from being issued, which was something they could implement.

Ms. Palmer recalled that a few years ago, they combined small things up to \$250. Ms. Lamb agreed, adding that she thinks it was now up to \$500 and that a different rate could be set for a specific category. She said they have a threshold of \$25,000 for a business license.

Ms. McKeel acknowledged the concerns of Mr. Dill and noted that many of the places they have been watching have been cracking down after finding that they are detrimental to the community. She said that in some of the older neighborhoods, residents feel like this was changing the zoning. She stated that they are trying hard to carve out a way so people could have Airbnb's and short-term rentals, as long as it was in the right place and as long as they are following the rules that make it safe for everyone.

Mr. Dill stated that he does not disagree with those goals, but he was trying to fine tune the edges where people tend to get upset because they have to pay a \$5 fee because they bought a used couch or something like that. He said that overregulation could hurt the County's standing by constantly trying to find ways to squeeze out a little bit more, and he would like to facilitate fewer inspections.

Ms. McCulley then recapped the next steps. She said the staff would hold a work session with the Planning Commission for three purposes: re-engage stakeholders, work on special exception criteria, and develop draft ordinance language for the regulatory scheme that was in the Board's chart. She said a third item was to close the compliance gap, with an emphasis on public information and assistance in finding efficiencies where possible. She said they are working on this and would explore it more with the Board at public hearings.

Ms. Mallek asked for confirmation that the engagement of stakeholders would be at a roundtable and not a free for all at the Planning Commission. Ms. McCulley responded that they anticipate it would be at a work station with the Planning Commission, and there are ways to reach out and solicit input in advance of meetings to have this available for the meetings.

Ms. Mallek asked that they find the way to have it be the most productive and not just a four-hour gripe session about inadequacies.

Mr. Randolph commented that having roundtables in the past has helped flesh out what was then developed legislatively and proposed to the Planning Commission and the Board, and he urged staff to do that here and then go to the Planning Commission, so they would know that input already and staff could have the ability to fine tune it. He suggested that they hire an intern to develop a list, after which they would have to determine who to have as keeper of the list, which was an opportunity to talk about where the program needs to go in terms of whether it was an enforcement or housing-related problem.

Agenda Item No. 5. **Work Session:** Biscuit Run Master Plan.

The Executive Summary forwarded to the Board states that Biscuit Run Park is located in Albemarle County just south of the City of Charlottesville. The Park consists of approximately 1,190 acres with frontage on Routes 20 and 631. The Commonwealth acquired the land from Forest Lodge LLC in December 2009 and on January 4, 2018, Albemarle County and the Department of Conservation and Recreation (DCR) signed a 99-year lease for the property.

The terms of the Deed of Lease and Memorandum of Understanding (MOU) are as follows:

- 80% to remain forested (960 acres)
- No more than 20% non-forested (240 acres)
- No more than 5% impervious surface
- All sensitive natural heritage resources will be protected
- Management concerns such as invasive species will be addressed

DCR recreational use restrictions:

- No golf course
- No permanent stadium seating

DCR Recommendations on:

- Equestrian use
 - Mountain bikes
 - Athletic community (soccer, etc.)
 - Native plants

The lease agreement was designed to assure protection of the park's natural and cultural resources.

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

During the months following the execution of the Deed of Lease and MOU, a County Executive appointed Steering Committee and Project Design Team were established to develop recommendations to the Board for a draft and final Master Plan to be submitted to DCR for approval. A public engagement and design process soon followed with a focus of providing the community with urban and rural recreational and educational experiences. Two public community engagement meetings have occurred with the first on June 16, 2018, which included key/senior DCR staff, and the second on August 22, 2018 with over 150 attendees. The Project Design Team also updated the 5th and Avon Community Advisory Committee (CAC) on September 20, 2018. Key stakeholder groups were contacted, and feedback was received. During this same time, an online public amenity feedback questionnaire was posted online and received over 1,200 responses which also included comments from over thirty community partners/stakeholders. The purpose of this work session is to present to the Board the proposed Biscuit Run Master Plan with phasing options based on the findings from the public engagement process and the recent Community Recreation Needs Assessment. Staff will take Board feedback and update the Master Plan and phasing in advance of a final Board Public Hearing to review the final Master plan prior to submitting to DCR for approval.

To be determined once the final Master Plan and related phasing options have been discussed and approved by the Board.

Staff recommends that the Board consider the proposed Biscuit Run Master Plan and phasing options and provide direction as to the final Biscuit Run Master Plan. Staff will return to the Board for a Public Hearing and final approval of the Master plan, providing the public an opportunity to weigh in, and then submit to DCR for approval.

Mr. Trevor Henry, Assistant County Executive, introduced Mr. Bob Crickenberger, Director of Parks and Recreation, and Mr. David Anhold of Anhold and Associates, who would present today on work session material. He thanked the Board for this opportunity, noting the role of Ms. Mallek and Mr. Randolph, who served on the steering team for the past five months and had attended multiple meetings to help advance the plan. He said the objective was to present the overall draft master plan and a draft phasing plan with cost breakdowns, to obtain Board feedback that staff could take to make adjustments and bring back to the Board at a meeting in December as part of the public hearing, and hopefully, to adopt the draft master plan, which would then go to DCR for review. He said they would go through the project introduction quickly, as the Board has seen this previously, and then focus on park design, including the concept master plan and phasing. He turned the presentation over to Mr. Crickenberger.

Mr. Crickenberger introduced Mr. David Anhold as the design consultant. He provided the following property background information: 1,190 acres, 828 acres rezoned to Neighborhood Model District in 2008, purchased by DCR from Forest Lodge, LLC in 2009, DCR master plan developed in 2013, Albemarle County and DCR agree to a 99-year property lease in 2018.

Mr. Crickenberger presented the 2019 Biscuit Run State Park Master Plan, which he described as a very typical state park concept, with the major difference between this concept and the one they would propose today being that the state recommends an extensive road and utility system through the entire park, whereas the County's concept and proposal reduces this as well as some costs.

Mr. Crickenberger presented the terms of the County lease and memorandum of agreement: 80% to remain forested (960 acres); 5% maximum impervious surface (60 acres); DCR recreational uses restrictions (no golf course, no permanent stadium seating); and DCR requirements for equestrian trails, natural heritage preservation, riparian buffer protection, and invasive plant species removal. He presented a slide with the reporting structure of the management team showing the Board of Supervisors and DCR at the top. He said that a County steering committee appointed by the County Executive was developed, and a project team was developed that included key staff from VDOT and DCR. Mr. Crickenberger noted that the project team reached out to community interest groups as required. He estimated that 200 people attended the combined meetings and they updated the Avon Street and 5th Street ACA, and they feel they are in a comfortable position with the public input.

Mr. David Anhold presented. He noted that they are landscape architects and park planners based in Greenwood in western Albemarle, and said he was accompanied by Ms. Emily Anderson, a landscape architect in their office. He said it has been a great pleasure to help the County with a master plan. Mr. Anhold presented a slide with a framework of the park design process. He said they developed site analysis plans, a preliminary conceptual design plan, and a conceptual master plan that they would present. He said they have held community meetings and engagements and continuous public input during the process, emphasizing that they relied on the Parks and Recreation needs study issued in June. He again acknowledged the significant public input.

Mr. Anhold presented the following list of highest priorities as determined by the County needs study and input from Biscuit Run: walking, hiking, and biking trails; youth athletic fields – diamond and multi-purpose; open space/conservation parks; small neighborhood parks; large community parks; aquatic facilities; off-leash dog parks; river access/boat launches; pavilions and picnic shelters; and playgrounds.

He next presented a topographic map of Biscuit Run Park and the surrounding area with the following site context information: vehicular access from I-64, Old Lynchburg Road, Hickory Street and Route 20; park straddles southern urban neighborhood boundary line; private 38-acre in –holding parcel; and Southern Albemarle Rural Historic District.

He presented a map with various landforms represented along with a list of landform features as follows: Biscuit Run and high ridges are more prominent features; high points with long range views; system of ridge tops, finger ridges, and ravines; streams and riparian floodplains; and scattered steep slopes.

He next presented a slide with a map of natural historic resources inventory along with a list of these features: extensive agricultural impacts; three blocks of older growth hardwood forest; mosaic of old field succession; significant plant communities; numerous springs, groundwater seeps, and headwater streams; and invasive exotic plants are abundant.

Mr. Anhold next reviewed the potential development aspects of the park and noted that it was suitable for passive recreation, reviewing four areas that they believe are suitable for active recreation, which are highlighted on a topographic map of the park. He said that the area along Route 20 was especially suited and noted that all the suitable areas are associated with a ridge top that has good slopes, are out of the floodplain, and are a distance away from blocks of hardwood forest. He presented a slide with photographs of landscape features: old field thicket, historic/cultural resources, trails, and streams. He presented an aerial photograph of the site taken in 1937 and pointed out the old Scottsville Stagecoach Road constructed in 1746, which he said crosses a high ridge along Route 20. He pointed out pastures, cultivated plots, woodland areas, Native American areas, homesteads, and farm access roads.

Mr. Anhold presented the following list of park design principles: create strong park connections to urban neighborhoods; provide park amenities within walking distance of urban neighborhoods; local high-use sports fields along Route 20; natural systems, native plant communities, and wildlife diversity serve as essential park elements; maximize park character and visitor experience; uncover and reveal local sense of place; and embrace cultural history and agricultural heritage.

Mr. Anhold presented a map of the Park Master Plan, noting that it was conceptual and there are many details that need to be worked out, and they are currently concentrating on the big picture. He pointed out the entrances, parking areas, activity areas, and circulated trail system. He pointed out the urban neighborhood activity area with a shared entrance drive and the potential for pavilions, picnic areas, lawn spaces, dog parks, and playgrounds. He presented photos that represents potential uses for the activity areas.

Mr. Anhold presented a map of the Route 20 activity areas. He pointed out the entrance, road access to parking, and a maintenance facility, commenting that they thought this area had the potential to be fabulous, as it was on the ridgetop and consist of a thicket, cedar trees, pines, and invasive species that could be cleared to provide wonderful views, pavilions, playgrounds, event spaces, and dog parks. He highlighted a 35-acre area of Piedmont meadows grassland, which he said could have mowed spaces for all kinds of passive uses. He pointed out Stagecoach Road, which he said could be the spine of the area and provide wonderful historic context.

Mr. Anhold next focused on an area of 400-acre woods, which he said could serve as multi-use trails and mountain bike areas and which they envision as somewhat of a wilderness experience. He presented a topographic map of the circulator trail system, which he said they expect to be 10–20 feet wide asphalt, running for 7.5 miles and ADA accessible, as much as possible. He said they may have experience areas with water access, recreational amenities, nature-based activities, and opportunities for environmental engagement and historic interpretation.

Mr. Anhold next presented a slide entitled “Phase 1 Development Plans.” He explained that there are three phases for which they developed project costs, as well as a future phase that they have not yet priced.

The slide listed the development plans for Phase 1:

- Hickory Street trailhead with on-street parking
- Route 20 entrance access roads, trailhead parking and restrooms
- Park maintenance facilities
- Route 20 area site utilities
- Utilize existing trails
- New multi-use and bike trail improvements by Parks, staff, and volunteer groups
- Invasive species removal by Parks, staff, volunteers and others
- \$6.5 million - \$7.5 million project cost

He next presented a slide with Phase 2 development plans:

- Part 1 circulator trail with two bridges
- Neighborhood activity area
- Route 20 hilltop area clearing with lawn, meadow, and trails
- Four athletic fields with parking
- Playground and picnic area
- New multi-use and bike trail improvements by Parks, staff, and volunteers
- \$13 million - \$14 million project cost

He presented a slide with Phase 3 development plans:

- Part 2 circulator trail with one bridge
- Five additional athletic fields with parking
- Access road extension
- New multi-use bike trail improvements by Parks, staff, and volunteers
- \$11.5 million - \$12.5 million project cost

He presented a slide with future development plans:

- Old Lynchburg Road entrance, shared access road, and parking
- Neighborhood activity area amenities
- Route 20 hilltop access road, parking, and activity area amenities
- Future road extension and activity areas
- Project cost to be determined

Mr. Anhold then summarized the total cost of all phases at \$31 million to \$34 million. He reviewed the proposed project timeline, noting that they are currently in the winter phase and are working towards a December public hearing, followed by review by DCR and the rezoning process. He concluded and invited questions and comments.

Mr. Dill remarked that the plan looks great.

Ms. Palmer described plan as really beautiful and exciting. She said that it would be nice for people to have a flat even trail to walk or jog, that it was easier on the knees if it was not asphalt and asked if portions of the asphalt trail could be made of a material other than asphalt.

Mr. Dill asked if there are any future plans for food facilities. Mr. Crickenberger responded that they have not considered any food sources. He remarked that attempts of the County to run its own concession stands in the past have failed miserably. They may consider contracting with some mobile vendors.

Ms. Palmer asked if they would consider Go Fund Me campaigns to raise money for athletic fields. Mr. Crickenberger responded that they have discussed this but not plotted a path at this point, although it was another option.

Mr. Gallaway remarked that crowdfunding could be a possibility due to the project's large scale and appeal. Ms. McKeel commented that this would require multiple sources of funding. Mr. Gallaway responded that they would have targeted areas for crowdfunding and the expanse could have a broad appeal and attract bigger donors. Mr. Crickenberger agreed that they could identify a particular amenity and target that particular area.

Mr. Randolph suggested they establish a Biscuit Run natural resources committee comprised of volunteer stewards, since the property include critical species and habitats. He said the volunteers could conduct inspections of critical habitat areas to make sure they are not overutilized and disturbed. He commented that the more the County demonstrates good management practices and stewardship of the property and provide an amenity with a regional benefit, the more likely they are to be successful in obtaining state funds. He said they could be creative in finding sources of funding such as having naming opportunities with parks and the amphitheater. He stressed that the state, through the CBT and the Governor's office, should be made aware of the necessity for a Smart Scale project and a commitment of state funding to get the entrance open. He remarked that the County cannot do all of this alone and it would require various funding sources, users of the park would not be just Albemarle County residents, and the state was a logical source of funding to consider.

Ms. Palmer referred to the first slide and noted that DCR expects some level of invasive plant removal and asked what their expectation of the County was. Mr. Crickenberger responded that they did not specify a level; it was a condition within the memorandum of understanding. He added that one of many next steps was to identify that program with the assistance of DCR. He added that there was a lot of removal work to be done.

Mr. Randolph expressed hope that they would not follow the Department of Agriculture practice of using Roundup weed killer. He said this would be an opportunity to speak with DCR and to point out that the County was doing something DCR does not do by taking a laissez-faire approach, which has led to an epidemic, and to place all the responsibility on the County to clean this up was not realistic, so some financial support would be appropriate.

Ms. McKeel asked for reassurance that the family of Ms. Elizabeth Breeden, the former property owner of the site, was included in the outreach. She suggested they be notified the next time discussion of the property was on the agenda, as Ms. Breeden informed her that she had not been notified of this work session. Ms. Crickenberger responded that the County has been proactive and included the Breeden family in discussions about future direction and rezoning.

Mr. Wayne Cilimberg, former Director of Planning, addressed Ms. McKeel's comments. He said that staff met with the Breedens recently and they expressed interest in what was happening with the park, as well as how they could approach the future of their land, which was zoned the same, and there are challenges for them to keep this zoning. He said the County was collaborating with the Breedens on how to zone the overall area, including the parkland and the Breeden property, and plan to meet with them later in November.

Ms. McKeel recalled that at a recent meeting with officials from Virginia Department of Forestry to discuss Southwood, a comment was made to her that there was a concern about underbrush and a fire hazard at Biscuit Run. She was concerned that at some point the County would experience a drought and could run the risk of a forest fire, and she inquired about land management practices. Mr. Crickenberger said County staff have noticed the same and offered to reach out to Department of Forestry officials to discuss a potential land management strategy.

Mr. Randolph remarked that the plan the County has developed would likely reduce the congestion of the natural forest through cleanup and removal of underbrush, which would reduce the risk of the spreading of a fire. Mr. Crickenberger remarked that the area of highest risk for fire would be the 400 acres of woods.

Ms. Mallek pointed out that the County does not have mesquite, an oil-rich plant, which was very combustible.

Mr. Crickenberger asked the Board for direction in terms of an agreement and its approval of the master plan as proposed, so it could move to a public hearing followed by consideration in December. Ms. Mallek surveyed the Board for consensus.

Mr. Randolph expressed support.

Ms. McKeel expressed her approval and described the plan as “lovely.”

Mr. Dill and Mr. Gallaway acknowledged their approval.

Ms. Mallek told Mr. Crickenberger that the Board had given him direction.

Agenda Item No. 5. Closed Meeting.

At 5:04 p.m., Mr. Gallaway **moved** that the Board go into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia:

- under Subsection (1), to discuss and conduct the annual performance review of the county executive and,
- under Subsection (3), to discuss and consider the disposition of real property in the City of Charlottesville related to court facilities where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the County and,
- under Subsection (6), to discuss and consider the investment of public funds for infrastructure improvements in Crozet and broadband deployment within a public utility service area in the County where bargaining was involved and where, if made public initially, would adversely affect the financial interests of the County and,
- under Subsection (8), to consult with and be briefed by legal counsel and staff regarding specific legal matters requiring legal advice relating to the negotiation of an agreement for and the possible relocation of court facilities.

The motion was **seconded** by Ms. Palmer. Roll was called and the motion carried by the following recorded vote:

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

Agenda Item No. Certify Closed Meeting.

At 6:12 p.m., Mr. Gallaway **moved** that the Board certify by recorded vote that, to the best of each 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. The motion was **seconded** by Ms. Palmer.

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

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

Agenda Item No. 8. Call back to Order.

At 6:13 p.m., Ms. Mallek called the meeting back to order.

Agenda Item No. 9. Pledge of Allegiance.
Agenda Item No. 10. Moment of Silence.

Agenda Item No. 11. Adoption of Final Agenda.

Ms. McKeel requested to add to the final agenda under “*From the Board: Committee Reports and Matters Not Listed on the Agenda*” a discussion about adding local authority for decisions about statues and monuments to the Board’s legislative packet. She said Mr. Kampner was reviewing a bill drafted by Delegate David Toscano in 2017 and would have this ready later in the meeting.

Ms. Mallek agreed to add this to the agenda.

Ms. Palmer **moved** that the Board adopt the final agenda as amended. 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. Dill, Mr. Gallaway, Ms. Mallek and Ms. McKeel.
NAYS: None.

Agenda Item No. 12. Brief Announcements by Board Members.

Ms. Mallek introduced the presiding security officer, Officer Daniel Rickerd, and County staff at the dais. She added that Mr. Trevor Henry, Assistant County Executive, was present in place of Mr. Richardson.

Mr. Gallaway announced that a community open house would be held on Monday, November 19, 2018, at Woodbrook Elementary School from 6:30 p.m.–7:30 p.m., with student-led tours of the new additions.

Ms. McKeel said she was struck by an editorial in Tuesday’s *Richmond Times-Dispatch* in which Governor Northam had commented. She quoted Governor Northam: “Thank you, because of what you do our democracy was stronger and your work reinforces our commitment to principled, credible, informed journalism.” She thanked local reporters, whether they were television or print media.

Mr. Randolph informed the Board that Mr. Dill, Ms. Mallek, Mr. Richardson, and he were in attendance when the Governor spoke in Hot Springs on Monday and expressed that it was unacceptable not to accept the broadband challenge in Virginia. He said he would review some points made by Evan Feinman, Chair of the Tobacco Region Revitalization Commission and Chief Broadband Advisor to the Governor. He said they clearly understand the fact that broadband was an opportunity and not a cost for the state, that it increases property values for counties, and that it was a political and economic policy issue, a moral issue, and a social necessity in Albemarle and throughout the Commonwealth. He stated that two-thirds of a million Virginians are without any kind of broadband access.

Mr. Randolph explained that the Governor’s bill would focus more on connectivity than on location, and they recognize that a significant political commitment would be required of the General Assembly. He asked members of the audience to write their elected state representatives to indicate support for increased broadband for all citizens in Virginia. He said the Governor’s budget would include a significant increase for broadband support for FY20, based on a private partnership model, and designed to do capacity building for the many counties that are not blessed with the kind of expertise and depth of knowledge that Albemarle’s Department of Planning has. He said that a lot of small counties lack the technological capabilities on staff to address these kinds of issues. He said there has been a lot of discussion about the fact that Virginia’s largest utility has not been involved, and the word was that Dominion would be part of the equation moving forward. He said there would be guidelines on affordability, and they would not leave it up to providers alone to determine fees but would conduct efficiency scoring to try to incentivize the lowest fee possible. He said this would have a significant impact on the Commonwealth’s economic vitality.

Mr. Dill announced that he attended the same conference as Mr. Randolph, and the County was awarded the Green Governance Challenge Award for saving energy and supporting renewable energy, conservation, and energy production.

Ms. Mallek recommended that Supervisors read *Welcome to the Country*, which she described as humorous, noting that it provides a real education on what it was like to “live in the boonies.” It is a real education on living in the rural areas. She said she was given copies by representatives of Virginia Tech to distribute.

Agenda Item No. 13. Proclamations and Recognitions:

There were none.

Agenda Item No. 14. From the Public: Matters Not Listed for Public Hearing on the Agenda.

Ms. Nancy Carpenter, resident of Charlottesville and former resident of Scottsville District, addressed the Board. During its upcoming budget work sessions, she advocated that the Board establish an emergency assistance fund similar to that of Charlottesville to assist residents. There is no organization outside of Alliance for Interfaith Ministries to rely on for emergency assistance and they have a wait list. She asked that they create an experimental budget appropriation that could either be managed by the County or administered by a local non-profit. There are many residents living pay check to pay check.

Ms. Carpenter then expressed support for removal of the statue as the rhetoric that allows the UDC and what has become the lost cause mystery of the statue has evolved to the rhetoric that brought people to Charlottesville a year ago and that they should look to address this rhetoric. She invited Board members to Google Michael and Edward Clark, brothers who were intimately involved with Richard Spencer and Jason Kessler and planned the atrocities that happened that day. She said that if they could do something legislatively in the State that could address this rhetoric, she would appreciate it.

Mr. David Plunkett, Director of Jefferson-Madison Regional Library, addressed the Board. He invited Supervisors to not hesitate in contacting him with questions or comments about library services. He said that he was happy to be working with the County to provide the best library experience possible to County citizens. He thanked staff and elected officials for including JMRL among representation on the Equal Justice Initiative's Community Remembrance Project, which he described as important work for the community from which an exhibit and programs would be coming out. He thanked the County and Ms. Siri Russell for allowing two library representatives to participate in the pilgrimage to Alabama this summer and said the library was honored to be able to support and participate in the exhibits and programming that blossomed from the trip.

Mr. Mike Firkaly, 39-year resident of Free Union, addressed the Board. He said he moved to the area from a dying, crime ridden, northern city, with his family and bought a house. He said he ended up single and experienced sticker shock when trying to find a place to rent. He described his experience over the years in seeking affordable places to rent and remarked that there are many people in a similar situation to his where they would have to work until they die. He said he read that Albemarle was the second wealthiest county in the United States and they need to make affordable housing available for all people, especially the aged.

Ms. Vicki Bravo, member of IMPACT and Congregation Beth-Israel, addressed the Board. She noted that Mr. Firkaly was also a member of IMPACT. She said IMPACT was comprised of 27 diverse faith congregations across the County and City and stated that over the past three years they have heard many stories similar to that of Mr. Firkaly and of members who have had to move further away from their church community for reasons of affordability. She said there are more than 2,800 senior households in the County that pay more than 30% of their monthly income for housing, including 933 that pay more than 50%. She said the County's waiting list for affordable and accessible housing has 137 residents. She applauded the County's work with Southwood, Mountainside, Piedmont Housing, and AHIP, though the need for affordable units continues to grow, especially among the most vulnerable. She said they have studied how other communities in Virginia and across the country deal with the need for affordable housing and found the best practice to be affordable housing trust funds, of which there are over 700, including seven in Virginia. She explained that the funds provide incentives for developers to make development of affordable housing more feasible. She asked that the Board use the current housing fund to target the creation and preservation of affordable units and that it include the following: guidelines that would have annual and consistent funding to aid in the creation and preservation of homes for low income citizens, an advisory body of experts and residents representing diverse ages and incomes to ensure that the right projects are funded and that reports to the Board to make sure the fund was effective, and a plan that could result in 150 affordable and accessible units by 2023 for residents 65+ who make less than \$35,000/year. She said they believe this could be done with or without an affordable housing fund, but the fund would allow the County to be more successful in attracting developers. She urged completion of these items by February 1 as now was the time to take the lead and stand on the side of the most vulnerable.

Mr. Sarah Kelly, Pastor of Faith and Love and a member of IMPACT, addressed the Board. She related her experience with seniors and the difficulty they have in trying to pay rent. An example she gave was of a working age 60+ woman whose rent was raised to over \$1,000. She said the woman wanted to take classes but had to take a second job in order to pay the rent, which represents 80% of her income. Ms. Kelly continued that, since the woman's income was too high, she did not qualify for senior living. Ms. Kelly remarked that she herself has had to cut some medications because her insurance does not pay for them. She expressed support for the establishment of a housing assistance fund.

Ms. Sharon Utz, member of IMPACT and resident of Rio District, addressed the Board. She stated that there was an extreme need for affordable and accessible housing and read aloud a statement from Ms. Shirley Paul, a fellow congregant of Unitarian Universalist Church: "I'm 82 years old, have lived here almost 30 years, live on a limited income and currently spend about 30% of my income on rent, with low utility expenses. I live in an accessible apartment in a private home but the landlord has decided to

sell the house. After having my name put on several waiting lists, many of which have waiting times from nine months to over a year. Now I'm second on the list at Parkview Senior Living and I'll have to pay about 50% of my income on rent and utilities, which was about \$300/month more than currently. My savings would dwindle much more rapidly than I had planned and even talking about it makes my heart race with anxiety. I need total accessibility; one-level, nearby parking, no steps or stairs, and plenty of ramps and curb cuts outdoors because I'm a polio survivor and suffer from pain, weakness, and numbness in my legs and I'm an amputee. I've been searching extensively online for hours and make numerous calls to fill in missing online information and ask people for recommendations; have driven around and visited various venues. What has been most frustrating, and fear-inducing was the lack of consistency between rental prices in terms of income and eligibility requirements, each one requiring digging out that information by a visit or phone call. If I cannot find accessible and affordable housing, I fear that what could happen to me if my savings were gone and I may be forced to live in a nursing home and deplete my long-term healthcare insurance. This was not how I planned to live out my life, especially in Charlottesville."

Ms. Jane Pudhorodsky, resident of Rio District and member of IMPACT, addressed the Board. She said she was speaking for Ms. Sue Dockerty, a friend and coordinator of religious education at Holy Comforter Church. She recounted the story of a man who for the past year has been going through the process of coming into the Catholic Church. She said he lives with his wife, who was disabled, was 75 years old and has a pacemaker. Though he was constantly seeking work he was unable to do physical labor due to his medical condition and his efforts to find a sedentary job has been hampered by his age and he needs to find something accessible to public transportation. She said that about 60% of the income he and his wife receive goes towards paying the \$1,089 rent on their small apartment. She said he has asked the church several times for help with paying the utility and phone bill and that, even with the help of the Energy Share program, it is difficult for him to pay for air conditioning in the summer and heat in the winter. She said his wife was scheduled to have a hip replacement in the near future. She said that he was concerned with the expense of medications and the further strain on their finances. She said he came to Ms. Dockerty because he was \$89 behind in rent, due to unexpected medical expenses. She explained that he appealed to the leasing agency, arguing that he has been faithful in paying the rent every month since they have lived there but the landlord insisted that it be paid immediately. She explained how he feared that if something were to happen to him his wife would be left with nothing and unable to care for herself. She said that the church covered the \$89 for him but he would prefer to be able to manage on his own and an affordable rent would greatly relieve his financial situation and the stress that impacts the health of himself and his wife.

Mr. Matthew Christensen, resident of Rio District, addressed the Board. He presented the Board with a petition consisting of over 500 signatures requesting that the At Ready confederate statue be removed from in front of the Albemarle County Courthouse. He read excerpts from the petition: "In May of 1909 the statue of a confederate soldier was installed in front of the Albemarle County Courthouse and a couple of County Supervisors were members of the monument committee." The white supremacist values guarded by Johnny Reb were expressed during the statue unveiling when a speech by a confederate veteran praised the confederacy as a righteous cause and bemoaned reconstruction as an expansion of "worse slavery"; that of whites under black rule. Echoes of this speeches claim could be found today in the alt-right slogan "You would not replace us", that everyone heard so clearly last summer. The 1909 speaker's proposed solution to the alleged tyranny of a black majority was the imposition of an iron fisted law and restraint which became codified in Jim Crow segregation laws. He commented that he hopes this helps explain why calls for civility are not always heard in the best light. He said he was glad to hear the Board would be discussing this tonight because the statue overshadows the entrance to the County's courthouse. He said he would not be here if the statue was in the confederate cemetery and he would be able to focus his time on a lot of other very important matters. He said the courthouse was the place where they are supposed to have equal justice under the law for all people. In 2015 Judge Martin Clark, Jr., of Martinsville, removed a portrait of General Jeb Stuart from the courthouse and the Judge said, "The courthouse should be a place where every litigant and spectator finds fair and utterly neutral." He said there was nothing neutral about confederate objects and they represent a heritage of hate which they saw loud and clear last summer with the marchers who were in Charlottesville supporting these statues. He expressed understanding with the laws the way they are, that it could be difficult to get around State laws concerning war memorials and the hope that they would make this a legislative priority. He stated that County residents have a right to know where their elected officials stand on the issue, the time for apathy and complacency was over, they need principled leadership and to know where the Board stands.

Mr. Ken Horne, resident of Jack Jouett District, addressed the Board. He expressed support for affordable housing and for the statue petition. He said the Johnny Reb statue was particularly offensive and problematic because, not only does it operate as a looming, intimidating, and threatening messenger of hate and reminder of white supremacy but it sits directly in front of the County courthouse where people of all colors are supposed to be able to come and seek justice. He said this was wrong and could no longer be overlooked as it was a moral issue that must be addressed. He asked that the Board add this to the legislative packet as it was critical that the General Assembly address the issue of war memorials and grant localities the power to make their own decisions and to do what was best for specific communities. He remarked that, since the Board was all white, it was particularly important that the Board stand up and take leadership and initiative on an issue that affects vulnerable communities that are not represented most directly on this Board.

Mr. Hone said he wishes to also address the County policy on the limitations of use of County building space. He said the County should allow peaceful citizens who want to assemble to express their free speech rights. He pointed out that this location consists of a public building and public grounds, centrally located with good visibility. The County should not create an unsafe and unwelcoming environment by pushing people off walkways and large, spacious grassy areas towards sidewalks and the streets. He urged the Board to readdress its policy and work to ensure that it is not limiting citizens and taxpayers.

Mr. Matthew Owens, resident of Charlottesville and employed in the County, addressed the Board. He said he was Director of Content Development for a company of approximately 100 employees and part of his responsibility was to recruit and retain talented employees. He said that convincing people to move to the County was made more difficult when symbols in public spaces continue to honor the confederacy and men who fought to preserve a system that enslaved humans and continues to message in a space that ought to be neutral. This sends a subtle message that public spaces are white spaces and impacts the decisions of people as to whether to move to the County and to bring their children into the City. There are real economic reasons to consider how inclusive these public spaces are. He encouraged the Board to seek the authority so they could make this decision locally in the best interest of the current and future citizens and to move the statues to a more appropriate location. He thanked IMPACT for the work they have done in seeking affordable housing.

Mr. Tom Olivier, representing Advocates for a Sustainable Albemarle Population (ASAP), addressed the Board. ASAP would like to express the view that additional funds for stormwater management are necessary and they hope the Board considers this during budget considerations. He remarked that ecosystems in open spaces provide free services essential to human well-being ranging from crop pollination to sequestration of carbon. However, when there is development many of these services go away and, in some cases, they have to take on these services. He said that stormwater was one of those services that nature often provides much of in an undisturbed setting but, when there is build up and development, the community has to take on this responsibility. He said they cannot afford to allow stormwater management to be something that was not part of their consciousness and that funding for increased stormwater management must be included when considering development. He reminded the Board that they considered this issue last April at which time ASAP submitted a suggestion that additional funding for stormwater management should come out of the property tax. He said the handout he provided Board members presents a rationale for doing this out of the property tax.

Ms. Rebecca Berlin addressed the Board regarding statues. She said she was a doctoral student and recounted the story of a friend of hers who was also a doctoral candidate who came to visit Charlottesville and expressed that she could not move here to attend the University of Virginia because her fiancé was African-American and she could not ask him to live in a place where those who are publicly celebrated as heroes are people who fought for the enslavement of people. She said that these external eyes could shine a light on the toxicity of the symbols they are all facing every day. She expressed her strong support for whatever legislative magic Board members can do to get the statues to come down.

Ms. Andrea Douglas, Executive Director of Jefferson School African-American Heritage Center, addressed the Board. She said that she and her colleague, Ms. Jalane Schmidt, would conduct another tour of the confederate monuments this Saturday, November 17, 2018, at 9:00 a.m. beginning at the slave block auction. She invited Supervisors to attend. She remarked that Johnny Reb has its own set of associated symbols that could be read in a particular way. She said these objects appear both in the north and south and are a universalizing symbol but identified differently by the belt, in some instances. She said it was the notion of universalization that was at issue and brings this up as a way for the Board to think about what statement it was making which was not the same statement as the larger Jackson statue was making. She stated that it makes a statement about the common man, the kind of idealism and values associated across the board, and it talks about the values of place and community.

Mr. Don Gathers, resident of Charlottesville, addressed the Board. He acknowledged the participation of some Supervisors in the pilgrimage this summer to civil rights hot spots where much of the civil rights history was embodied. He said he hopes they could see the dichotomy of where this statue plays direct opposition to so much of what was learned and embraced during the pilgrimage. He stated that the Board has the opportunity to submit a legacy simply by taking a vote to send it on to someone else to deal with. He implored the Board to send a request to the state legislature; this would send a message to residents as to how Board members feel and look at the true history of what they have dealt with as a people and as a country. He asked why if this was truly a war memorial to a conflict then why was it only represented by one individual, just like the Lee and Jackson statues. He described the statue as a symbol and enhancement of Jim Crow with no place in modern day society, and in the seat of where people go to seek justice.

Mr. Robert Orlando, Head of Peabody School, addressed the Board. He said his students was given an assignment to read The Life of Pi and then write an essay about their name. He said he received an email from a parent who explained that her 13-year-old son was struggling with the assignment as his first name was that of a union general and his middle name was Davis, after the confederate president.

He expressed empathy for the child who was grappling with this question in his own family in the environment they are living in and that this community experienced last summer. He said these issues are very real and, as the head of school, it disturbs him that kids live in a County where that kind of monument was in front of our courthouse.

Agenda Item No. 15. Consent Agenda.

Ms. Mallek drew the Board's attention to the additional pages for Items 15.2 and 15.3; a room map for Yancey School leases.

Ms. Palmer **moved** that the Board adopt the consent agenda. The motion was **seconded** by Ms. McKeel. Roll was called and the motion carried by the following recorded vote:

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

NAYS: None.

Item No. 15.1. Fiscal Year 2019 County of Albemarle and State Health Department Local Government Agreement.

The Executive Summary forwarded to the Board states that *Virginia Code* § 32.1-31 allows local governing bodies to enter into contracts with the Virginia Department of Health (VDH) for the operation of local health departments. It also requires that these contracts specify the services to be provided in addition to those required by law and contain such other provisions as the VDH and the governing body may agree on. The County's contract specifies both the scope and costs for the services to be provided locally.

The Thomas Jefferson Health District (TJHD), in cooperation with the VDH, is the primary provider of public health services and programs for Albemarle County and surrounding localities. TJHD offers specific health programs targeted at preventing and controlling infectious diseases, as well as initiatives aimed at improving the health of low-income women, children and infants. In addition, TJHD provides an inspection and monitoring program to ensure the safety of food and private well/septic systems. These services are funded cooperatively by the State, County, and other neighboring jurisdictions.

Non-local funding for these TJHD programs is provided by the Commonwealth of Virginia, grants, and income from local fees charged to individual clients. The localities served by TJHD provide matching local funds for the allocations made by the State and allocate resources for Local-Only Programs such as food safety. The VDH requires that local governments enter into agreements stipulating the scope of health services to be provided by the health districts in their respective jurisdictions. The proposed FY 19 agreement (Attachment A) outlines the respective obligations of the County and the VDH. Attachment B sets forth services to be provided by the TJHD. Attachment C includes comments from a VDH representative, explaining changes from last year's agreement.

Pursuant to the funding formula set by the Joint Legislative Audit and Review Commission and based on the State's FY19 contribution of \$893,928 to the TJHD, the County's required FY 19 match is \$731,396.

Based on the vital nature of the services provided by the TJHD, staff recommends that the Board adopt the attached Resolution (Attachment D) to approve the FY 19 County of Albemarle and State Health Department Local Government Agreement (Attachment A) and to authorize the County Executive to execute that Agreement after it is approved as to form by the County Attorney.

By the above recorded-vote, the Board adopted the following Resolution to approve the FY 19 County of Albemarle and State Health Department Local Government Agreement and authorized the County Executive to execute that Agreement after it is approved as to form by the County Attorney:

**RESOLUTION TO APPROVE THE FY19 AGREEMENT
BETWEEN THE COUNTY OF ALBEMARLE AND
THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF HEALTH**

WHEREAS, the Board finds it is in the best interest of the County to enter into an Agreement with the Commonwealth of Virginia Department of Health for the operation of the local Thomas Jefferson Health District Health Department.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Virginia Code § 32.1-31, the Board of Supervisors of Albemarle County, Virginia hereby approves the FY 19 Agreement between the County of Albemarle and the Commonwealth of Virginia Department of Health and authorizes the County Executive to execute it on behalf of the County after it is approved as to form by the County Attorney.

**AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HEALTH AND
THE ALBEMARLE COUNTY BOARD OF SUPERVISORS FOR FUNDING AND
SERVICES OF THE ALBEMARLE COUNTY HEALTH DEPARTMENT**

This agreement ("Agreement") for the services to be provided by the Albemarle County Health Department and the funding therefore is by and between the Virginia Department of Health ("VDH") and the Albemarle County Board of Supervisors (collectively "the Parties").

The Agreement is created in satisfaction of the requirements of § 32.1-31 of the Code of Virginia (1950), as amended, in order to operate the Albemarle County Health Department under the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows.

§ 1. VDH, over the course of one fiscal year, will pay an amount not to exceed \$893,928.00, from the state general fund to support the cooperative budget in accordance with, and dependent upon, appropriations by the General Assembly, and in like time frame, the Board of Supervisors of Albemarle County will provide by appropriation and in equal quarterly payments a sum of \$731,396.00 local matching funds and \$0.00 one-hundred percent local funds for a total of \$731,396 local funds for this fiscal year.

SS
12/17/18

In addition, the Board of Supervisors has approved the Albemarle County Health Department to carry forward \$0.00 in local matching funds for a total of \$0.00 matching funds and an additional \$0.00 in one-hundred percent local funds from the prior fiscal year closing locality balance.

These joint funds will be distributed in timely installments, as services are rendered in the operation of the Albemarle County Health Department, which shall perform public health services in Albemarle County as indicated in Attachment A(1.), and will perform services required by local ordinances as indicated in Attachment A(2.). Payments from the local government are due on the third Monday of each fiscal quarter.

§ 2. The term of the agreement begins July 1, 2018. This Agreement will be automatically extended on a state fiscal year to year renewal basis under the existing terms and conditions of the Agreement unless timely written notice of termination is provided by either party. Such written notice shall be given at least 60 days prior to the beginning of the fiscal year in which the termination is to be effective.

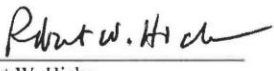
§ 3. The Commonwealth of Virginia ("Commonwealth") and VDH shall be responsible for providing liability insurance coverage and will provide legal defense for state employees of the local health department for acts or occurrences arising from performance of activities conducted pursuant to state statutes and regulations.


- A. The responsibility of the Commonwealth and VDH to provide liability insurance coverage shall be limited to and governed by the Commonwealth of Virginia Public Liability Risk Management Plan, established under § 2.2-1837 of the Code of Virginia (1950), as amended. Such insurance coverage shall extend to the services specified in Attachments A(1.) and A(2.), unless the locality has opted to provide coverage for the employee under the Public Officials Liability Self-Insurance Plan, established under § 2.2-1839 of the Code of Virginia (1950), as amended, or under a policy procured by the locality.
- B. The Commonwealth and VDH will be responsible for providing legal defense for those acts or occurrences arising from the performance of those services listed in Attachment A(1.), conducted in the performance of this contract, as provided for under the Code of Virginia and as provided for under the terms and conditions of the Commonwealth of Virginia Public Liability Risk Management Plan.

- C. Services listed in Attachment A(2.), any services performed pursuant to a local ordinance, and any services authorized solely by Title 15.2 of the Code of Virginia (1950), as amended, when performed by a state employee, are herewith expressly exempted from any requirements of legal defense or representation by the Attorney General or the Commonwealth. For purposes of assuring the eligibility of a state employee performing such services for liability coverage under the Commonwealth of Virginia Public Liability Risk Management Plan, the Attorney General has approved, pursuant to § 2.2-507 of the Code of Virginia (1950), as amended, and the Commonwealth of Virginia Public Liability Risk Management Plan, the legal representation of said employee by the city or county attorney, and, the Board of Supervisors of Albemarle County hereby expressly agrees to provide the legal defense or representation at its sole expense in such cases by its local attorney.
- D. In no event shall the Commonwealth or VDH be responsible for providing legal defense or insurance coverage for local government employees.

§ 4. Title to equipment purchased with funds appropriated by the local government and transferred to the Commonwealth, either as match for state dollars or as a purchase under appropriated funds expressly allocated to support the activities of the local health department, will be retained by the Commonwealth and will be entered into the Virginia Fixed Asset Accounting and Control System. Local appropriations for equipment to be locally owned and controlled should not be remitted to the Commonwealth, and the local government's procurement procedures shall apply in the purchase. The locality assumes the responsibility to maintain the equipment and all records thereon.

§ 5. This Agreement may only be amended or otherwise modified by an instrument in writing signed by the Parties.


Robert W. Hicks
Deputy Commissioner for Community Health Services
Virginia Department of Health

12/21/18
Date

Dr. Denise Bonds
District Health Director
Thomas Jefferson Health District
8/24/18
Date


Local authorizing officer signature

JEFFREY B. Richardson
Authorizing officer printed name
County Executive
Authorizing officer title

11/20/18
Date

Approved as to form by the Office of the Attorney General on July 23, 2018

Attachments: Local Government Agreement, Attachment A(1.)
Local Government Agreement, Attachment A(2.)

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT (32.1-11)

For Each Service Provided, Check Block for Highest Income Level Served			
COLLABORATIVE COMMUNITY HEALTH IMPROVEMENT PROCESS	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Assure that ongoing collaborative community health assessment and strategic health improvement planning processes are established. To include public health, health care systems and community partners. As provided for in §32.1-122.03 Code Link-32.1-122.03; State Health Plan Link Virginia Plan for Well-Being 2016-2020			X
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Immunization of patients against certain diseases, including Childhood Immunizations As provided for in 32.1-46 Code Link-32.1-46			X
Sexually transmitted disease screening, diagnosis, treatment, and surveillance 32.1-57, Districts may provide counseling Code Link-32.1-57			X
Surveillance and investigation of disease 32.1-35 and 32.1-39 Code Links-32.1-35, 32.1-39, 32.1-43			X
HIV/AIDS surveillance, investigation, and sero prevalence survey 32.1-36, 32.1-36.1, 32.1-39 Code Links-32.1-36, 32.1-36.1, 32.1-39			X
Tuberculosis control screening, diagnosis, treatment, and surveillance 32.1-49, 32.1-50.1, and 32.1-54 Code Links-32.1-49, 32.1-50, 32.1-50.1			X
FAMILY PLANING SERVICES	Income A only	Defined by Federal Regulations	All
Clinic services including drugs and Contraceptive supplies Family Planning Population Research Act of 1970, Title X Code Link-32.1-77, 42 U.S.C 300 et seq., and 42 CFR Part 59		X	
Pregnancy testing and counseling Family Planning Population Research Act of 1970, Title X Code Link-32.1-77, 42 U.S.C. 300 et seq., and 42 CFR Part 59\		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT (32.1-11)

CHILD HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Children Specialty Services; diagnosis, treatment, follow-up, and parent teaching 32.1-77, 32.1-89 and 32.1-90 Code Links-32.1-77, 32.1-89, 32.1-90			X
Screening for genetic traits and inborn errors of metabolism, and provision of dietary supplements Code Links-32.1-65, 32.1-67, 32.1-68			X
Well child care up to age 18 Board of Health Code Link-32.1-77	X		
WIC : Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C. § 1786; 7 C.F.R. Part 26		X	
EPSDT: DMAS MOA Social Security Act section 1905(r) (5) Code Link-32.1-11			X
Blood lead level testing Code Link-32.1-46.1, 32.1-46.2			X
Outreach, Patient and Community Health Education Code Link-32.1-11, 32.1-11.3,			X
Community Education Code Link-32.1-11, 32.1-23			X
Pre-school Physicals for school entry Code Link-22.1-270			X
Services for Children with Special health care needs Title V, Social Security Act Code Link-32.1-77			X
Child restraints in motor vehicles Code Link-46.2-1095, 46.2-1097			X
Babycare, Child: DMAS MOA			X
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Prenatal and post partum care for low risk and intermediate risk women, Title V, Social Security Act Code Link-32.1-77		X	
Babycare, Maternal: DMAS MOA		X	
WIC: Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C §1786 and 7CFR Part 26		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

<p>The following services performed in accordance with the provisions of the Code of Virginia, the regulation of the Board of Health and/or VDH agreements with other state or federal agencies and VDH policies. Data regarding the below services shall be entered in, or exported to, the statewide environmental health database for all available data fields. Local health department staff shall be responsible for responding to all complaints, constituent responses, media inquiries, and Freedom of Information Act request related to the following services.</p>	
<p>Investigation of communicable diseases: Pursuant to §§ 32.1-35 and 32.1-39 of the Code of Virginia, the local health director and local staff are responsible for investigating any outbreak or unusual occurrence of a preventable disease that the Board of Health requires to be reported. Code Links-32.1-35, 32.1-39</p>	X
<p>Marinas: Pursuant to § 32.1-246 of the Code of Virginia, local health department staff are responsible for permitting marinas and other places where boats are moored and is responsible for inspecting them to ensure that their sanitary fixtures and sewage disposal facilities are in compliance with the Marina Regulations (12VAC5-570-10 et seq.) Code Link-32.1-246</p>	X
<p>Migrant labor camps: Pursuant to §§ 32.1-203-32.1-211 of the Code of Virginia, local health departments are responsible for issuing, denying, suspending and revoking permits to operate migrant labor camps. Local health departments also must inspect migrant labor camps and ensure that the construction, operation and maintenance of such camps are in compliance with the Rules and Regulations Governing Migrant Labor Camps (12VAC5-501-10 et seq.). Code Links-32.1 Chapter 6 Article 6</p>	X
<p>Milk: Pursuant to §§ 3.2-5206, 3.2-5208 of the Code of Virginia and the agency's MOA with VDACS, the local health department is responsible for issuing, denying, suspending and revoking permits for Grade "A" milk processing plants which offer milk and or milk products for sale in Virginia. Local health departments are also responsible for the inspection of Grade "A" milk plants for compliance with the Regulations Governing Grade "A" Milk (2VAC5-490-10). Code Links- 3.2-5206, 3.2-5208</p>	X
<p>Alternative discharging sewage systems: Pursuant to § 32.1-164(A) of the Code of Virginia, local health departments are responsible for issuing, denying and revoking construction and operation permits for alternative discharging systems serving individual family dwellings with flows less than or equal to 1,000 gallons per day on a monthly average. Local health departments are also required to conduct regular inspections of alternative discharging systems in order to ensure that their construction and operation are in compliance with the Alternative Discharging Sewage Treatment Regulations for Individual Family Dwellings (12VAC5-640-10 et seq.). Code Link-32.1-164</p>	X
<p>Onsite sewage systems: Pursuant to § 32.1-163 et seq. of the Code of Virginia, local health department staff is responsible for reviewing and processing site evaluations and designs of onsite sewage systems in accordance with applicable state regulations and may perform such evaluations and designs as allowed. Local health department staff is also responsible for issuing, denying and revoking construction and operation permits for conventional and alternative onsite sewage systems. Local health department staff are responsible for assuring that onsite sewage systems are inspected at time of construction for compliance with the Sewage Handling and Disposal Regulations (12VAC5-610-20 et seq.; "SHDR") and the Alternative Onsite Sewage System Regulations (12VAC5-613-10 et seq.; "AOSS Regulations"); local health department staff may perform such inspections as required. Local health department staff is also responsible for assuring the performance, operation, and maintenance of onsite sewage systems are in compliance with the SHDR and AOSS Regulations. Code Link-32.1-163</p>	X
<p>Rabies: Pursuant to § 3.2-6500 et seq. of the Code of Virginia, the local health department is responsible for investigating complaints and reports of suspected rabid animals exposing a person, companion animal, or livestock to rabies. Code Link- 3.2-6500</p>	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS

<p>Restaurants/eating establishments: Pursuant to § 35.1-14 of the Code of Virginia, local health departments are responsible for issuing, denying, renewing, revoking and suspending permits to operate food establishments. In addition, local health departments are required to conduct at least one annual inspection of each food establishment to ensure compliance with the requirements of the Food Regulations (12VAC5-421-10 et seq.). These regulations include requirements and standards for the safe preparation, handling, protection, and preservation of food; the sanitary maintenance and use of equipment and physical facilities; the safe and sanitary supply of water and disposal of waste and employee hygiene standards. Code Link- 35.1-14</p>	X
<p>Hotels/Motels: In accordance with § 35.1-13 of the Code of Virginia, local health department staff is responsible for issuing, denying, revoking and suspending permits to operate hotels. The local health department is responsible for conducting inspections of hotels to ensure compliance with the Hotel Regulations (12VAC5-431-10 et seq.). These regulations include requirements and standards for physical plant sanitation; safe and sanitary housekeeping and maintenance practices; safe and sanitary water supply and sewage disposal and vector and pest control. Code Link-35.1-13</p>	X
<p>Wells: Pursuant to § 32.1-176.4, and the resulting authority provided by the Board, local health departments are responsible for issuing, denying and revoking construction permits and inspection statements for private wells. Local health departments are also responsible for inspecting private wells to ensure that their construction and location are in compliance with the Private Well Regulations. (12VAC5-630-10 et seq.) Code Link-32.1-176.4</p>	X
<p>Homes for adults: The local health department, at the request of the Department of Social Services (DSS), will inspect DSS-permitted homes for adults to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))</p>	X
<p>Juvenile Justice Institutions: Pursuant to § 35.1-23 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of juvenile justice institutions in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-35.1-23</p>	X
<p>Jail inspections: Pursuant to § 53.1-68 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of correction facilities in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-53.1-68</p>	X
<p>Daycare centers: At the request of DSS will inspect DSS-permitted daycare centers to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))</p>	X
<p>Radon Pursuant to § 32.1-229, local health department may assist VDH Central Office with Radon testing and analysis. Code Link-32.1-229.</p>	X
<p>Summer camps/ Campgrounds: Pursuant to §§ 35.1-16 and 35.1-17 of the Code of Virginia and the corresponding regulations, local health departments are responsible for issuing, denying, and revoking permits to operate summer camps and campgrounds. The local health department is responsible for conducting inspections of summer camps and campgrounds not less than annually to ensure that their construction, operation and maintenance are in compliance with the Regulations for Summer Camps (12VAC5-440-10 et seq.) and the Rules and Regulations Governing Campgrounds (12VAC5-450-10 et seq.). Code Links-35.1-16, 35.1-17</p>	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OTHER PUBLIC HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulations of the Board of Health and/or the policies and procedures of the State Department of Health	
Pre-Admission Screenings (PAS) DMAS MOA Code Link- 32.1-330	X
Comprehensive Services Act Community Policy and Management Teams (CPMT) 2.2-5201-2.2-5211 Code Link- 2.2-5201, 2.2-5211	X
Interagency Coordinating Council (Infants/Toddlers) Early Intervention Services Code Link- 2.2-5305, 2.2-5306	X
Vital Records Code Link- 32.1-254, 32.1-255, 32.1-272	X
Immunizations for maternity and post-partum patients Code Link-32.1-11, 32.1-325, 54.1-3408.	X
AIDS Drug Assistance Program (ADAP) Code Link-32.1-11,	X
Emergency Preparedness and Response Code Link-32.1-42, 32.1-43 et seq., 32.1-229,	X
HIV Counseling, Testing and Referral Code Link-32.1-37.2	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All
Foreign Travel Immunizations			
Other:			
CHILD HEALTH SERVICES			
Disabled disability Waiver Screenings DMAS MOA Code Link-32.1-330Other:			
Other			
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Other:			
FAMILY PLANNING SERVICES	Income A only	Defined by Federal Regulations	All
Nutrition Education			
Preventive Health Services			
Pre-Conception Health Care			
Other:			
MEDICAL SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
Community Education			X
Other			

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
SPECIALTY CLINIC SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
DENTAL HEALTH SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(2.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

PUBLIC HEALTH ENVIRONMENTAL SERVICES PROVIDED
UNDER LOCAL ORDINANCE OR CONTRACT

Neither the <i>Code of Virginia</i> nor Regulations of the Board of Health requires the following services to be provided by the local health department	Place an X in this column if service is provided for locality	Local ordinance code cite	Provide a brief description of local ordinance requirements
Water supply sanitation- Inspection of Water Supplies. Code Link- 15.2-2144 on local regulation			
Other Environmental – identify services below			
Smoking Ordinances	X	Albemarle County Code § 7-308 Charlottesville City Code § 24.1-11	Enforcement
Water Supplies and Sewer Systems	x	Albemarle County Code, Chapter 18, Section 4.1	Enforcement - Establishes minimum area requirements for original and replacement subsurface drainfields that are more restrictive than state regulations require
Location of Onsite Sewage Systems	x	Albemarle County Code, Chapter 18, Section 4.2.4	Enforcement - In support of Section 4.2 (Critical Slopes), intent is to discourage onsite sewage systems on slopes of twenty (20) percent or greater
Types of structures, improvements and activities which may be allowed in a stream buffer by program authority.	x	Albemarle County Code, Chapter 17, Section 600	Enforcement - In support of Chapter 17 (Stream Buffers), intent is provide stream buffers in the development area, water supply protection area and rural area which require sewage disposal system to be located a minimum of 100 horizontal feet from a perennial or intermittent stream and 200 horizontal feet from the flood plain of any public water supply impoundment. The applicable state regulations require a minimum of 50 horizontal feet.

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(2.)
VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES
PUBLIC HEALTH SERVICES PROVIDED UNDER
LOCAL ORDINANCES OR CONTRACT WITH LOCAL GOVERNMENTS
OPTIONAL PUBLIC HEALTH MEDICAL SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
Neither the <i>Code of Virginia</i> nor Regulations of the Board of Health requires the following services to be provided by the local health department. (identify services below)	Income A only	Local ordinance code cite, or contract number	All

Item No. 15.2. Yancey School Community Center: Memorandum of Agreement with JABA.

The Executive Summary forwarded to the Board states that at the Board of Supervisors' March 7, 2018, meeting, the Board endorsed a use framework for the Yancey School Community Center that included the differentiation of user group types, space types, and an associated fee structure. That framework provided for in-kind/no cost use for community agency partners such as the Jefferson Area Board for Aging (JABA) and Piedmont Virginia Community College (PVCC).

The Yancey Advisory Committee, through its community outreach and deliberative processes, identified and supported JABA as a strong candidate for long-term use of the space. JABA's stated mission is to promote, establish and preserve sustainable communities for healthy aging that benefit individuals and families of all ages. The organization's mission is aligned with the County's vision of the Yancey School Community Center as a space for cultural, educational, and/or recreational activities, that is open to the public and intended to serve the local community.

The proposed agreement for JABA's use of the Yancey School Community Center will not require a public hearing. Virginia Code § 15.2-1800(B) generally requires public hearings for the "disposal" of County property but makes an exception for "the leasing of real property to another public body, political subdivision or authority of the Commonwealth." JABA is a joint exercise of powers among the six localities of Planning District Ten.

Staff has drafted a proposed rent-free Memorandum of Agreement (MOA) for JABA's occupancy of a portion of the Yancey School Community Center (Attachment A). Authorization from the Board is required for the County Executive to sign the agreement.

Jefferson Area Board for Aging programming staff anticipate that health and recreation services offered in the Yancey School Community Center would take place on two days per week and serve up to 50 area seniors on any given day. The activities routinely provided vary but offerings can include:

- Health education (presentations related to diabetes, cancer, etc.)
- Facilitated exercise classes
- Musical performances
- Games and recreation (bingo, board games, Jeopardy, etc.)
- Arts and crafts
- Intergenerational activities

There is no budget impact anticipated.

Staff recommends that the Board adopt the attached Resolution (Attachment B) to approve a Memorandum of Agreement with JABA.

By the above recorded-vote, the Board adopted the following Resolution to approve a Memorandum of Agreement with JABA:

**RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ALBEMARLE
AND THE JEFFERSON AREA BOARD FOR AGING**

WHEREAS, the Board finds it is in the best interest of the County to allow the Jefferson Area Board for Aging to occupy a portion of the space at the former Yancey Elementary School, located at 7625 Porters Road, Esmont, VA 22937 (TMP 128A2-00-00-01800).

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute a Memorandum of Agreement between the County of Albemarle and the Jefferson Area Board for Aging to allow JABA's occupancy of the designated space, once the Agreement has been approved as to substance and form by the County Attorney.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, dated this 10th day of October, 2018, is by and between the COUNTY OF ALBEMARLE, VIRGINIA (the "County" or "Owner"), and the JEFFERSON AREA BOARD FOR AGING, a joint exercise of powers among the Counties of Albemarle, Greene, Nelson, Fluvanna and Louisa, Virginia and the City of Charlottesville, Virginia ("JABA" or the "Occupant").

ARTICLE I. PREMISES AND IMPROVEMENTS

In consideration of the covenants herein set forth, the County hereby authorizes JABA to occupy the premises shown as "Leased Space" on Exhibit A attached hereto and made a part hereof, together with any and all improvements thereon (the "JABA Premises"). Except as otherwise provided herein, JABA shall have exclusive use of the Media Center Storage Room & Office, and shall have shared use of the Media Center, Nurse's Office, Cafeteria, and common areas. Upon mutual written agreement of the parties, this Agreement may be amended to add additional square footage to the JABA Premises.

ARTICLE II. TITLE: QUIET ENJOYMENT

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

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Agreement shall commence on October 11, 2018 (the "Date of Commencement") and shall expire on September 30, 2019. All references to the "term" of this Agreement shall, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

Section 3.2. Renewal. This Agreement shall automatically renew for additional 12-month terms unless written notice is given by either the County or JABA no later than 60 days prior to the expiration of any term.

ARTICLE IV. RENT

Though the County reserves the right to collect unpaid charges and expenses incurred under this Agreement, no rent shall be charged for JABA's occupancy of the JABA Premises.

ARTICLE V. UTILITIES AND SERVICES

The County shall provide water, sewer, electricity, and heating and cooling services at no expense to JABA. The County shall further provide custodial services (to common areas only) and arrange for the regular collection of a shared dumpster at no expense to JABA. JABA shall exercise reasonable and responsible care to conserve these services. JABA agrees that rent may be charged or adjusted to reflect any change in the cost to the County of providing the above

services. The County shall provide JABA with prompt notice of any such change, and shall provide evidence of its actual costs. JABA shall provide telephone, custodial (including clean-up of the Media Center, Nurse's Office, and Cafeteria when used), and all other services to the JABA Premises.

ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. JABA shall have use of the JABA Premises for senior recreational and health programs. No other use of the JABA Premises is permitted without the prior written consent of the County.

Section 6.2. Parking. JABA shall be entitled to the shared use of parking spaces in the parking lot and an access easement to the JABA Premises. The County reserves the nonexclusive right to use the parking lot.

ARTICLE VII. ALTERATIONS, IMPROVEMENTS, FIXTURES AND SIGNS

Section 7.1. Installation by JABA.

(a) JABA may, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements which do not damage or alter the JABA Premises, provided that JABA shall have first obtained both (a) the County's written consent and (b) all required governmental permits for such alterations, additions or improvements. All such alterations, additions or improvements shall be at the sole expense of JABA.

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

Section 7.2. Signs. JABA shall have the right to place signs on the interior or exterior of the JABA Premises with the prior written approval of the County.

ARTICLE VIII. MAINTENANCE OF JABA PREMISES

Section 8.1. Maintenance. JABA shall keep the JABA Premises clean, neat, orderly, presentable, and in good repair at all times. The County shall deliver the JABA Premises to JABA at the beginning of the term in its present condition. The County shall be responsible for all repairs and maintenance for the JABA Premises, except as provided below, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, including, but not limited to,

plumbing, heating, electrical, plate glass and windows. JABA shall be responsible for routine repairs and maintenance (excluding repairs and maintenance of the building and structural components identified above), except that JABA's obligation for such routine repairs and maintenance shall not exceed \$2,500 in any one year of the initial or subsequent term(s). Notwithstanding the foregoing, JABA shall be responsible for all maintenance and repairs necessitated by the negligence of JABA, its employees and invitees.

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

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

ARTICLE IX. INSURANCE

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

Section 9.2. Fire and Extended Coverage. During the initial and any renewal term of this Agreement, the County shall insure and keep insured, for the benefit of the County and its respective successors in interest, the JABA Premises, or any portion thereof then in being. Such policy shall contain coverage against loss, damage or destruction by fire and such other hazards as are covered and protected against, at standard rates under policies of insurance commonly referred to and known as "extended coverage," as the same may exist from time to time. The County agrees to name JABA as an additional insured on such policy, as its interest may appear.

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

Section 9.4. Waiver of Subrogation. The County and JABA each hereby release the other from any and all liability or responsibility to itself or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty results from the negligence of itself or anyone for whom it may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as any such release shall not adversely affect or impair the releasor's policies or insurance or prejudice the right of the releasor to recover thereunder.

ARTICLE X. WASTE, NUISANCE, COMPLIANCE WITH
GOVERNMENTAL REGULATIONS

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

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

ARTICLE XI. FIRE OR OTHER CASUALTY

If the JABA Premises shall be damaged so as to render two-thirds (2/3) or more of the JABA Premises untenantable by fire or other casualty insured against under the insurance required to be carried by the County pursuant to Section 9.2, the County may elect either to terminate this Agreement as of the date of damage or to repair the JABA Premises. Unless the County elects to terminate this Agreement, such damage or destruction shall in no way annul or void this Agreement. Notwithstanding the foregoing, if any damage or destruction from any cause whatsoever has not been repaired and such repairs have not commenced within one hundred eighty (180) days of the date thereof, JABA may, as its exclusive remedy, terminate this Agreement upon thirty (30) days written notice to the County.

ARTICLE XII. CONDEMNATION

If the whole or any part of the JABA Premises shall be taken under the power of eminent domain, then this Agreement shall terminate as to the part so taken on the day when JABA is required to yield possession thereof, and the County shall make such repairs and alterations as may be necessary to restore the part not taken to useful condition. If the amount of the JABA Premises so taken substantially impairs the usefulness of the JABA Premises, then either party shall have the option to terminate this Agreement as of the date when JABA is required to yield possession.

ARTICLE XIII. DEFAULT

Section 13.1. Default. The occurrence of any of the following shall be deemed a "default" under this Agreement:

- (a) JABA fails to pay when due any amounts due under this Agreement, including Articles IV and V, and such payment is not received by the County within ten (10) days after written notice of such failure is received by JABA; or

(b) a default in any of the other provisions of this Agreement, and such default continues uncured for a period of thirty (30) days after written notice thereof from the County.

Section 13.2. Remedies. In the event of any default or breach hereof by JABA, the County shall have the right (in addition to all other rights and remedies provided by law) to terminate this Agreement or to re-enter and take possession of the JABA Premises, peaceably or by force, and to remove any property therein without liability for damage to and without obligation to store such property, but may store the same at JABA's expense, and to collect from JABA any amounts then due and which would accrue for the unexpired portion of the term hereof, together with reasonable attorney's fees. In addition, in the event of a failure to pay any amount due within five (5) days of its due date, JABA shall pay to the County the greater of Twenty-Five Dollars (\$25.00) or one half (1/2) of one percent (1%) of such sum for each day after the fifth day such amount is late.

ARTICLE XIV. HOLDING OVER, ASSIGNS, SUCCESSORS

Section 14.1. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the County, shall be construed to be a tenancy from month-to-month at the same rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified as far as applicable.

Section 14.2. Showing the JABA Premises. During the last ninety (90) days of the term hereof, JABA shall allow the County, or its agents, to show the JABA Premises to prospective tenants or purchasers at such times as County may reasonably desire.

Section 14.3. Successors. All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the heirs, executors, administrators, successors and permitted assigns of the parties. All covenants, representations and agreements of the County shall be deemed the covenants, representations and agreements of the fee owner of the JABA Premises. The County shall be automatically released of any liability under this Agreement from and after the date of any sale by the County of the JABA Premises. All covenants, representations and agreements of JABA shall be deemed the covenants, representations, and agreements of the occupant or occupants of the JABA Premises.

ARTICLE XV. BROKER'S FEES

JABA and the County hereby warrant that there are no brokerage commissions due in connection with this Agreement.

ARTICLE XVI. NO ASSIGNMENT

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

ARTICLE XVII. SUBORDINATION OF AGREEMENT

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

ARTICLE XVIII. MISCELLANEOUS

Section 18.1. Waiver. A waiver by either party of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance or payment of any amount hereunder by the County or JABA, respectively, shall not be deemed to be a waiver of any breach by JABA or the County, respectively, of any term, covenant or condition of this Agreement, regardless of knowledge of such breach at the time of acceptance or payment of such amount. No covenant, term, or condition of this Agreement shall be deemed to have been waived by JABA or the County unless the waiver be in writing signed by the party to be charged thereby.

Section 18.2. Entire Agreement. This Agreement, and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the County and JABA concerning the JABA Premises; and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the County or JABA unless reduced in writing and signed by them.

Section 18.3. Notices. Any notice, demand, request or other instrument which may be, or is required to be given under this Agreement, shall be in writing and delivered in person or by United States certified mail, postage prepaid, and shall be addressed:

- (a) if to the County, at
County of Albemarle
County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
or at such other address as the County may designate by written notice;

(b) if to JABA, at
JABA Main Office
674 Hillsdale Drive, Suite 9
Charlottesville, VA 22901
or at such other address as JABA shall designate by written notice.

Section 18.4. Captions and Section Numbers. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way do they affect this Agreement.

Section 18.5. Partial Invalidity. If any term, covenant or condition of this Agreement, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 18.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 18.7. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

OCCUPANT

JEFFERSON AREA BOARD FOR AGING

By: Marta M Keane
Marta Keane, Chief Executive Officer

COUNTY

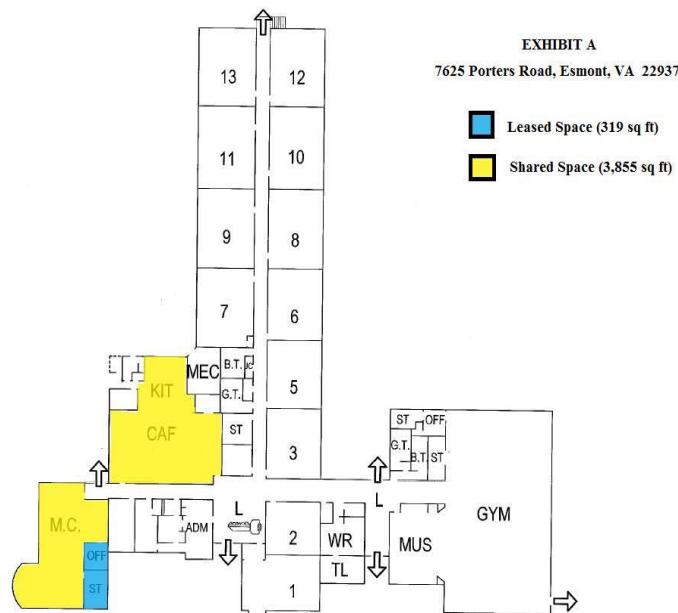
This Agreement is executed on behalf of the County of Albemarle by Jeffrey B. Richardson, County Executive, following a duly-held public hearing, and pursuant to a Resolution of the Albemarle County Board of Supervisors.

COUNTY OF ALBEMARLE, VIRGINIA

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

Approved as to form:

Jeffrey B. Richardson
Albemarle County Attorney



Item No. 15.3. Yancey School Community Center Memorandum of Agreement with PVCC.

By the above recorded-vote, the Board adopted the following Resolution approving the Memorandum of Agreement with PVCC:

**RESOLUTION APPROVING A USE AGREEMENT
BETWEEN THE COUNTY OF ALBEMARLE
AND PIEDMONT VIRGINIA COMMUNITY COLLEGE**

WHEREAS, the Board finds it is in the best interest of the County to allow Piedmont Virginia Community College (PVCC) to occupy a portion of the space at the former Yancey Elementary School, located at 7625 Porters Road, Esmont, VA 22937 (TMP 128A2-00-00-01800).

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute a Use Agreement between the County of Albemarle and PVCC to allow PVCC's occupancy of the designated space, once the Agreement has been approved as to substance and form by the County Attorney.

USE AGREEMENT

THIS USE AGREEMENT, dated this 14th day of November, 2018, is by and between the COUNTY OF ALBEMARLE, VIRGINIA (the "County" or "Owner"), and PIEDMONT VIRGINIA COMMUNITY COLLEGE ("PVCC" or the "Occupant").

ARTICLE I. PREMISES AND IMPROVEMENTS

In consideration of the covenants herein set forth, the County hereby authorizes PVCC to occupy and use the premises shown as "Leased Space" on Exhibit A attached hereto and made a part hereof, together with any and all improvements thereon (the "PVCC Premises"). Except as otherwise provided herein, PVCC shall have exclusive use of Rooms 6 and 7. Upon mutual written agreement of the parties, this Agreement may be amended to add additional square footage to the PVCC Premises.

ARTICLE II. TITLE

County represents that it is the Owner of the premises and has the authority to provide the use to Occupant under this Use Agreement. The parties acknowledge and agree that this agreement is not a lease and does not create in Occupant a real estate interest.

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Agreement shall commence on January 1, 2019 (the "Date of Commencement") and shall expire on June 30, 2019. All references to the "term" of this Agreement shall, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

Section 3.2. Renewal. This Agreement shall automatically renew for additional six-month terms unless written notice is given by either the County or PVCC no later than 60 days prior to the expiration of any term.

ARTICLE IV. OCCUPANCY FEE

Though the County reserves the right to collect unpaid charges and expenses incurred under this Agreement, no occupancy fees or rent shall be charged for PVCC's occupancy of the PVCC Premises.

ARTICLE V. UTILITIES AND SERVICES

The County shall provide water, sewer, electricity, and heating and cooling services at no expense to PVCC. The County shall further provide custodial services (to common areas only) and arrange for the regular collection of a shared dumpster at no expense to PVCC. PVCC shall exercise reasonable and responsible care to conserve these services. PVCC agrees that rent may be charged or adjusted to reflect any change in the cost to the County of providing the above services. The County shall provide PVCC with prompt notice of any such change, and shall provide evidence of its actual costs. PVCC shall provide telephone, custodial, and all other

services to the PVCC Premises.

ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. PVCC shall have use of the PVCC Premises for educational use. No other use of the PVCC Premises is permitted without the prior written consent of the County.

Section 6.2. Parking. PVCC shall be entitled to the shared use of parking spaces in the parking lot and an access easement to the PVCC Premises. The County reserves the nonexclusive right to use the parking lot.

ARTICLE VII. ALTERATIONS, IMPROVEMENTS, FIXTURES AND SIGNS

Section 7.1. Installation by PVCC.

(a) PVCC may, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements which do not damage or alter the PVCC Premises, provided that PVCC shall have first obtained both (a) the County's written consent and (b) all required governmental permits for such alterations, additions or improvements. All such alterations, additions or improvements shall be at the sole expense of PVCC.

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

Section 7.2. Signs. PVCC shall have the right to place signs on the interior or exterior of the PVCC Premises with the prior written approval of the County.

ARTICLE VIII. MAINTENANCE OF PVCC PREMISES

Section 8.1. Maintenance. PVCC shall keep the PVCC Premises clean, neat, orderly, presentable, and in good repair at all times. The County shall deliver the PVCC Premises to PVCC at the beginning of the term in its present condition. The County shall be responsible for all repairs and maintenance for the PVCC Premises, except as provided below, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, including, but not limited to, plumbing, heating, electrical, plate glass and windows. PVCC shall be responsible for routine repairs and maintenance (excluding repairs and maintenance of the building and structural components identified above), except that PVCC's obligation for such routine repairs and

maintenance shall not exceed \$2,500 in any one year of the initial or subsequent term(s). Notwithstanding the foregoing, PVCC shall be responsible for all maintenance and repairs necessitated by the negligence of PVCC, its employees and invitees.

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

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

ARTICLE IX. INSURANCE

PVCC, as an agency of the Commonwealth of Virginia, is self-insured under a self-insurance program administered by the Department of Treasury's Division of Risk Management. Throughout the term of this Agreement, PVCC agrees to continue to maintain coverage under that program.

ARTICLE X. WASTE, NUISANCE, COMPLIANCE WITH GOVERNMENTAL REGULATIONS

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

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

ARTICLE XI. FIRE OR OTHER CASUALTY

If the PVCC Premises shall be damaged so as to render two-thirds (2/3) or more of the PVCC Premises untenable by fire or other casualty, the County may elect either to terminate this Agreement as of the date of damage or to repair the PVCC Premises. Unless the County elects to terminate this Agreement, such damage or destruction shall in no way annul or void this Agreement. Notwithstanding the foregoing, if any damage or destruction from any cause whatsoever has not been repaired and such repairs have not commenced within one hundred eighty (180) days of the date thereof, PVCC may, as its exclusive remedy, terminate this Agreement upon thirty (30) days written notice to the County.

ARTICLE XII. CONDEMNATION

If the whole or any part of the PVCC Premises shall be taken under the power of eminent domain, then this Agreement shall terminate as to the part so taken on the day when PVCC is required to yield possession thereof, and the County shall make such repairs and alterations as may be necessary to restore the part not taken to useful condition. If the amount of the PVCC Premises so taken substantially impairs the usefulness of the PVCC Premises, then either party shall have the option to terminate this Agreement as of the date when PVCC is required to yield possession.

ARTICLE XIII. DEFAULT

Section 13.1. Default. The occurrence of any of the following shall be deemed a "default" under this Agreement:

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

Section 13.2. Remedies. In the event of any default or breach hereof by PVCC, the County shall have the right (in addition to all other rights and remedies provided by law) to terminate this Agreement or to re-enter and take possession of the PVCC Premises, peaceably or by force, and to remove any property therein without liability for damage to and without obligation to store such property, but may store the same at PVCC's expense, and to collect from PVCC any amounts then due and which would accrue for the unexpired portion of the term hereof, together with reasonable attorney's fees. In addition, in the event of a failure to pay any amount due within five (5) days of its due date, PVCC shall pay to the County the greater of Twenty-Five Dollars (\$25.00) or one half (1/2) of one percent (1%) of such sum for each day after the fifth day such amount is late.

ARTICLE XIV. HOLDING OVER, ASSIGNS, SUCCESSORS

Section 14.1. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the County, shall be construed to be a tenancy from month-to-month at the same rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified as far as applicable.

Section 14.2. Showing the PVCC Premises. During the last ninety (90) days of the term hereof, PVCC shall allow the County, or its agents, to show the PVCC Premises to prospective tenants or purchasers at such times as County may reasonably desire.

Section 14.3. Successors. All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the heirs, executors, administrators, successors and permitted assigns of the parties. All covenants, representations and agreements of the County shall be deemed the covenants, representations and agreements of the fee owner of the PVCC Premises. The County shall be automatically released of any liability under this Agreement from and after the date of any sale by the County of the PVCC Premises. All covenants, representations and agreements of PVCC shall be deemed the covenants, representations, and agreements of the occupant or occupants of the PVCC Premises.

ARTICLE XV. BROKER'S FEES

PVCC and the County hereby warrant that there are no brokerage commissions due in connection with this Agreement.

ARTICLE XVI. NO ASSIGNMENT

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

ARTICLE XVII. SUBORDINATION OF AGREEMENT

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

ARTICLE XVIII. MISCELLANEOUS

Section 18.1. Waiver. A waiver by either party of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance or payment of any amount hereunder by the County or PVCC, respectively, shall not be deemed to be a waiver of any breach by PVCC or the County, respectively, of any term, covenant or condition of this Agreement, regardless of knowledge of such breach at the time of acceptance or payment of such amount. No covenant, term, or condition of this Agreement shall be deemed to have been waived by PVCC or the County unless the waiver be in writing signed by the party to be charged thereby.

Section 18.2. Entire Agreement. This Agreement, and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the County and PVCC concerning the PVCC Premises; and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration,

amendment, change or addition to this Agreement shall be binding upon the County or PVCC unless reduced in writing and signed by them.

Section 18.3. Notices. Any notice, demand, request or other instrument which may be, or is required to be given under this Agreement, shall be in writing and delivered in person or by United States certified mail, postage prepaid, and shall be addressed:

(a) if to the County, at
County of Albemarle
County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
or at such other address as the County may designate by written notice;

(b) if to PVCC, at
Piedmont Virginia Community College
501 College Drive
Charlottesville, VA 22902
or at such other address as PVCC shall designate by written notice.

Section 18.4. Captions and Section Numbers. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way do they affect this Agreement.

Section 18.5. Partial Invalidity. If any term, covenant or condition of this Agreement, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 18.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 18.7. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

OCCUPANT

PIEDMONT VIRGINIA COMMUNITY COLLEGE

By: Frank Friedman
Frank Friedman, President

COUNTY

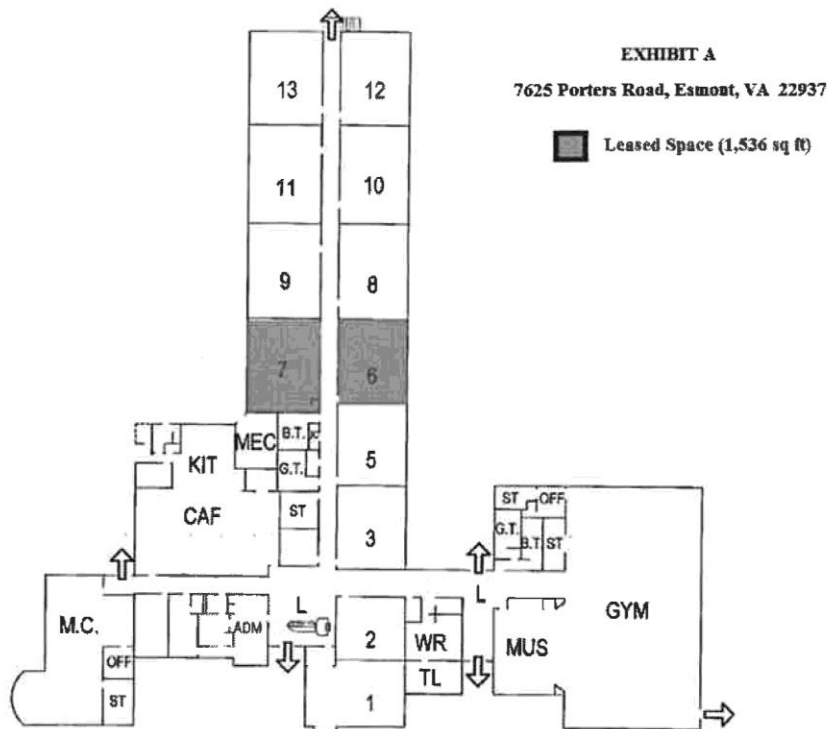
This Agreement is executed on behalf of the County of Albemarle by Jeffrey B. Richardson, County Executive, following a duly-held public hearing, and pursuant to a Resolution of the Albemarle County Board of Supervisors.

COUNTY OF ALBEMARLE, VIRGINIA

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

Approved as to form:

Guy Kuyper
Albemarle County Attorney



Item No. 15.4. Ordinance to Amend County Code Chapter 8, Licenses.

The Executive Summary forwarded to the Board states that the Board has directed the County Attorney's Office to conduct a comprehensive review and recodification of the County Code. Chapter 8 of the County Code governs the County business license requirement, tax and fees. It outlines who is required to obtain a business license, what license tax or fee applies to various businesses, and how the Finance Director is to administer and enforce business license requirements.

The process of recodifying the County Code includes making formatting, style, organizational, and substantive changes. These changes are being addressed at the chapter level before the Board considers adopting a complete, recodified County Code.

State law controls the specific provisions that are allowed in local business license ordinances. Chapter 37 of Title 58.1 of the *Virginia Code* outlines specific provisions that local ordinances must or must not contain. Specifically, *Virginia Code* § 58.1-3703.1 contains a lengthy uniform ordinance, and requires that every local ordinance “include provisions substantially similar” to it. Because the County’s business license ordinance (originally adopted in 1973) pre-dates the state’s uniform ordinance (enacted in 1996), the County’s existing ordinance is substantially similar, but not identical, to the state’s uniform ordinance.

Therefore, two overriding goals of the Chapter 8 recodification are:

1. To more closely conform the County’s business license ordinance with controlling State law, especially the State’s uniform ordinance, which is now the centerpiece of the proposed recodification.
2. To replace local provisions that duplicated controlling State law, with cross-references.

Noteworthy proposed revisions include:

1. The clarification and consolidation in *County Code* § 8-102 of the Finance Director’s powers and duties under State law.
2. The adoption of the State’s uniform ordinance (*Virginia Code* § 58.1-3703.1) in its entirety as new *County Code* § 8-201--§ 8-209, replacing corresponding provisions throughout current Chapter 8.
3. The replacement of the existing \$50 County license tax on “building or savings and loan associations” with a \$50 license tax on savings institutions and State-chartered credit unions (in new *County Code* § 8-701), to better track *Virginia Code* § 58.1-3730.
4. The replacement of the existing County license tax on vending machine and coin-operated device operators with a license tax on amusement machines only (in new *County Code* § 8-705), to better track *Virginia Code* § 58.1-3720 and § 58.1-3721.
5. The replacement of numerous definitions and lengthy lists of specific types of businesses with simple cross -references to controlling State law.
6. The reorganization of Chapter 8 into separate articles for business licenses and other licenses, to clarify that businesses serving alcoholic beverages are subject to both County business license(s) and separate alcohol license(s).
7. The addition of a local going-out-of-business sale permit (in new *County Code* § 8-890), as required by *Virginia Code* § 18.2-223 and § 18.2-224.

Where possible, without changing the underlying substance, staff has suggested primarily stylistic revisions, eliminating archaic or redundant language, to make the chapter easier to read.

No significant budget impact is expected.

Staff recommends that the Board schedule a public hearing to consider adoption of the attached proposed ordinance (Attachment A) on February 13, 2019.

By the above recorded-vote, the Board set a public hearing for February 13, 2019 to consider the proposed ordinance.

Item No. 15.5. SDP201800036 Oak Hill Convenience Store - Special Exception to Disturb Buffers.

The Executive Summary forwarded to the Board states that associated with the above referenced site plan the developer has requested a special exception to waive the requirements of County Code § 18-21.7(c) to disturb required 20’ undisturbed buffers between a commercial district and residential districts.

The regulation requires that no construction activity including grading or clearing of vegetation shall occur closer than 20 feet to any residential or rural area district. Screening shall be provided as required in Section 32.7.9. The Board of Supervisors may waive by special exception the prohibition of construction activity, grading or clearing of vegetation in the buffer in a particular case upon consideration of whether: i) the developer demonstrates that grading or clearing is necessary or would result in an improved site design; ii) minimum screening requirements will be satisfied; and iii) existing landscaping in excess of minimum requirements is substantially restored.

Attachment A is the applicant’s request, Attachment B is their exhibit depicting the proposal, and Attachment C is staff’s analysis of the request.

Staff recommends that the Board adopt the attached Resolution (Attachment D) to approve the Special Exception to permit disturbance of the buffers as requested.

By the above recorded-vote, the Board adopted the following Resolution to approve the Special Exception to permit disturbance of the buffers as requested, subject to the proposed condition:

**RESOLUTION TO APPROVE SPECIAL EXCEPTION
FOR SDP 2018-36 OAK HILL CONVENIENCE STORE**

WHEREAS, the owner of Tax Map and Parcel Number 07600-00-00-052L0 filed a request for a special exception to waive the requirements of County Code § 18-21.7(c) to disturb two required 20 foot undisturbed buffers adjacent to a residential district in conjunction with SDP 2018-36 Oak Hill Convenience Store as depicted on the pending plans under review by the County's Department of Community Development; and

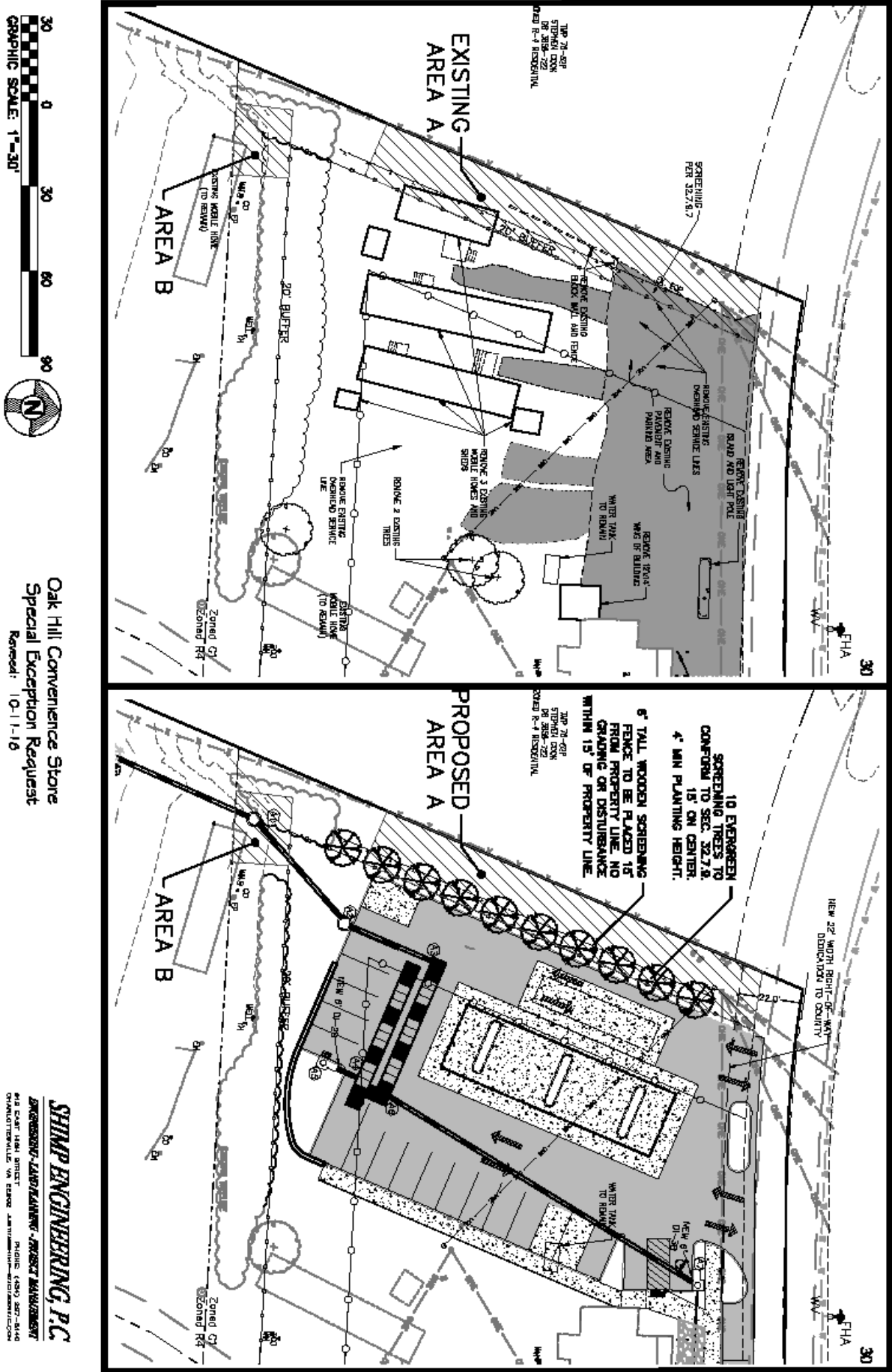
WHEREAS, Albemarle County Code § 18-21.7(c) requires the maintenance of a 20 foot undisturbed buffer zone adjacent to any residential district, which may be waived by special exception.

NOW, THEREFORE, BE IT RESOLVED that, upon consideration of the foregoing, the executive summary and staff report prepared in conjunction with the application, all of the factors relevant to the special exception in County Code §§ 18-21.7(c) and 18-33.49, and the information provided at the Board of Supervisors' meeting, the Albemarle County Board of Supervisors hereby approves the special exception to authorize the waiver of County Code § 18-21.7(c) as set forth above, subject to the condition attached hereto.

* * *

SDP 2018-36 SDP 201800036 Oak Hill Convenience Store Special Exception Condition

1. Disturbance of the buffers is permitted only as it is described in the special exception request and in the areas shown on the plan entitled "Oak Hill Convenience Store Special Exception Request," prepared by Shimp Engineering, P.C. and dated October 11, 2018, which is attached hereto and incorporated herein.



Item No. 15.6. Resolution to accept road(s) in the Old Trail Upper Ballard Field Subdivision into the State Secondary System of Highways.

By the above recorded-vote, the Board adopted

The Board of County Supervisors of Albemarle County, Virginia, in regular meeting on the 14th day of November 2018, adopted the following resolution:

RESOLUTION

WHEREAS, the street(s) in **Old Trail Upper Ballard Field**, as described on the attached Additions Form AM-4.3 dated **November 14, 2018**, fully incorporated herein by reference, is shown on plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised the Board that the street(s) meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle Board of County Supervisors requests the Virginia Department of Transportation to add the street(s) in **Old Trail Upper Ballard Field**, as described on the attached Additions Form AM-4.3 dated **November 14, 2018**, to the secondary system of state highways, pursuant to §33.2-705, Code of Virginia, and the Department's Subdivision Street Requirements; and

BE IT FURTHER RESOLVED that the Board guarantees a clear and unrestricted right-of-way, as described, exclusive of any necessary easements for cuts, fills and drainage as described on the recorded plats; and

FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

Report of Changes in the Secondary System of State Highways

Project/Subdivision Old Trail Upper Ballard Field

Type Change to the Secondary System of State Highways: **Addition**

The following additions to the Secondary System of State Highways, pursuant to the statutory provision or provisions cited, are hereby requested; the right of way for which, including additional easements for cuts, fills and drainage, as required, is hereby guaranteed:

Reason for Change: New subdivision street

Pursuant to Code of Virginia Statute: §33.2-705

Street Name and/or Route Number

- ◆ **Woodbourne Lane, State Route Number 1828**
 - Old Route Number: 0
 - From: Route 1815, Old Trail Drive
 - To: 0.63 Miles West (Loop), a distance of: 0.63 miles.
 - Recordation Reference: DB 2886, PG 146-155
 - Right of Way width (feet) = 0

Street Name and/or Route Number

- ◆ **Woodbourne Court, State Route Number 1829**
 - Old Route Number: 0
 - From: Route 1828 Woodbourne Lane
 - To: 0.036 Miles West To CDS, a distance of: 0.04 miles.
 - Recordation Reference: DB 2886, PG 146-155
 - Right of Way width (feet) = 0

Item No. 15.7. County Grant Application/Award Report, ***as received for 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 brief descriptions of grant applications submitted and grant awards during this time period.
The budget impact is noted in the summary of each grant.

This report is to provide information only. No action is required.

GRANT REPORT ACTIVITY – September 15, 2018 through October 19, 2018

Applications made during this time.

Granting Entity	Grant Project	Type	Amount Requested	Match Required	Match Source	Department	Purpose
Virginia Department of Emergency Management	FY2018 Local Emergency Management Performance Grant (LEMPG)	Federal	\$25,452.00	\$0	N/A	Emergency Communications Center (ECC)	This grant application will request funds to augment the Emergency Communication Center's public outreach, training, and exercises for the region as well as to purchase training equipment to support emergency personnel and the community.
Virginia Department of Environmental Quality (DEQ) Stormwater Local Assistance Fund (SLAF)	Water Quality Mandated TMDL Program - Rio Hill Retrofit Project	State	\$82,000	\$82,000	Appropriated County Capital Funds	Environmental Services Division - Water Resources	This grant would provide funding to retrofit an underperforming stormwater detention basin in the Rio Hills Shopping Center. The retrofit will improve local and regional water quality and mitigate impairments associated with urban runoff.

Awards received during this time.

Granting Entity	Grant Project	Type	Amount Awarded	Match Required	Match Source	Department	Purpose
Virginia Department of Criminal Justice Services	Edward Byrne JAG Program FY 2018 – Supporting Community Policing Efforts 2018	Federal	\$12,388	\$0	N/A	Police	This grant will provide support for Community Policing overtime activities provided by the Albemarle County Police Department such as crime prevention, community relationship building, and safety enhancement.

Virginia Department of Environmental Quality (DEQ) Stormwater Local Assistance Fund (SLAF)	Large-Scale Best Management Practice (BMP) Retrofits on Private Lands - River Run Stream Restoration	State	\$ 160,776	\$ 160,776	\$125,000 City Contribution; \$35,776 Appropriated County Capital Funds	Environmental Services Division - Water Resources	This grant award will provide funding for River Run Stream Restoration construction. This water quality improvement project will restore approximately 650 linear feet of a tributary to Meadow Creek.
Virginia Department of Motor Vehicles	FY 19 Selective Enforcement – Alcohol Grant	Federal	\$20,000	\$10,000	Department in kind contribution	Police	This grant award will fund overtime wages for additional driving under the influence enforcement to reduce the number of fatal crashes in Albemarle County. This is an annual grant through DMV and is funded at the federal level by National Highway Traffic Safety Administration (NHTSA).
Virginia Department of Motor Vehicles	FY 19 Selective Enforcement – Speed Grant	Federal	\$8,800	\$4,400	Department in kind contribution	Police	This grant award will fund overtime wages for additional speed enforcement to reduce the number of fatal crashes in Albemarle County. This is an annual grant through DMV and is funded at the federal level by National Highway Traffic Safety Administration (NHTSA).

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.

Byrne Justice Grants have a match of 25% in the 2nd year, 50% in the 3rd, 75% in the 4th and 100% in 5th year.

					Potential Financial Impact - Includes Five Year Plan salary assumptions				
Grant Entity	Grant Name	Designation of Current Budget Match	Expected End Date	FY19	FY20	FY21	FY22	FY23	FY24
Virginia Department of Criminal Justice Service	FY16 Byrne/Justice Assistance Grant (JAG) Law Enforcement	General Fund	6/30/2020	\$34,975 grant funds/ \$104,925 County match	\$ 144,226.95	\$ 148,657.00	\$ 153,227.39	\$ 157,942.74	\$ 162,807.84
					\$ 144,226.95	\$ 148,657.00	\$ 153,227.39	\$ 157,942.74	\$ 162,807.84

Agenda Item No. 16. Community Remembrance Project Update.

The Executive Summary forwarded to the Board states that Charlottesville's City Council created an ad-hoc blue-ribbon commission on May 2, 2016, to address the questions and concerns brought before them regarding race, memorials and public spaces in Charlottesville. This commission brought forth a recommendation, endorsed by City Council in September 2017, to participate in the Equal Justice Initiative's Community Remembrance Project to acknowledge and memorialize the 1898 lynching of John Henry James in the County of Albemarle.

At the July 5th meeting of the Board of Supervisor's the Board voted to adopt a resolution (Attachment A) generally in support of the Community Remembrance Project work and that of the broad community coalition (including UVA, the City of Charlottesville, and others).

At the Board's August 8th meeting, following significant engagement in remembrance activities (including the soil collection, community discussion on lynching, and community pilgrimage), the Board of

Supervisors directed County staff to continue efforts around the Community Remembrance Project, with specific attention given to relevant County-oriented history.

Staff is returning to the Board with proposed projects addressing these opportunities.

Following the August 8th Board meeting, staff has been engaged in the developing proposals for projects that emphasize collaboration, education, and preservation in pursuit of a more complete and inclusive historical record in Albemarle County. The local historical community has been enthusiastic about this work and supportive partnerships have been established with several organizations including:

- Jefferson School African American Heritage Center
- Preservation Virginia
- Virginia Foundation for the Humanities
- Albemarle Charlottesville Historical Society
- Central Virginia History Researchers
- Jefferson Madison Regional Library (JMRL)

There are four distinct projects proposed:

Albemarle County Public Schools (ACPS) Arts Response

ACPS continues to build on their efforts to intentionally focus on the teaching and learning of “hard history.” Last year, after being awarded a grant (sponsored through the National Writing Project and John Legend’s Show Me Campaign. Let ‘Em Shine), the division engaged in a year-long Problem- Based Learning project for high school students that asked students to consider four central questions. Why do we have monuments? Whose stories have been told through the monuments in our community? Whose stories are missing and how do we want to memorialize them?

This year ACPS teachers are experiencing powerful professional learning which helps them examine their curriculum and pedagogy (through a partnership with Montpelier, and professional development from organizations like Facing History and Ourselves and the Center for Liberal Arts at UVA, and the Office of Human Rights.) Additionally, teachers are being asked to transfer their new knowledge and understandings to designing experiences for students.

This work deepens this Spring through a project tentatively titled, “Our Stories to Tell: A Student-Artist Response to the Concealed and Emerging Stories of Charlottesville and Albemarle County. The Fine Arts department will lend their expertise to this effort by capitalizing on the the sensory engagement, aesthetic experience, and intellectual insight that the arts provide to open the mind, provide critical perspectives, let us embody our experiences, and stimulate deeper learning.

The project parameters are still under development, but participating Albemarle County high schoolers will be able to explore our local concealed, resistance, and emerging stories, while considering:

- What do we gain as a society when we listen to and learn from the multitude of stories available for our consideration?
- What do we lose when stories of and by diverse groups are concealed or lost?
- What is our visions for a future that offers inclusion, equity and justice

Local government staff is working closely with Schools staff in the development of this initiative.

Exhibition of Soil

In collaboration with the Jefferson School African American Heritage Center and JMRL, staff is creating an exhibition of the soil from the lynching site of Mr. John Henry James. There are multiple components to the proposed exhibit, including: a stationary display in the County office building and a limited traveling function.

The exhibit will be both commemorative and educational, featuring interpretative text and historical documents, as well as images and video from recent activities.

Lane High School Commemoration/Exhibit

A staff team with membership from Parks and Recreation, Facilities and Environmental Services, Community Development, and the County Executive’s Office has formed to create a proposal for the development of an educational exhibit inside the County Office Building that celebrates the history of Lane High School. This work could include outreach with Lane alumni and development of the exhibit content could be supported by community partners including the Albemarle Charlottesville Historical Society.

Expanding the Record-Historic Markers

There are currently 38 Virginia Department of Historic Resources affiliated historic markers located in the County of Albemarle. This is a relatively small number given the size of the County and the breadth of its significant state and national history. Staff envisions a multi-year phased expansion of applications to the state Historic Marker program, with support from our community partners, to expand the physical record of County history.

General guidance from the Board has been that the amount required to fund proposed projects should not exceed \$50,000. Staff will continue to refine costs associated with the projects and will bring

back a final budget when all work has been fully scoped. The funding source for this request would be the Reserve for Contingencies.

Staff recommends that the Board direct staff to:

1. proceed with development and implementation of the proposed Community Remembrance Projects
2. present an appropriation request for funding of these projects, not to exceed a total of \$50,000, at a future date

Ms. Siri Russell, Manager, Policy Development and Special Programs, stated that she would provide an update, a focus on themes, and opportunities for further work on the Community Remembrance Project as well as seek the Board's endorsement for proposed projects. She presented a timeline of project progress and noted that the Community Remembrance Project was an extension of the national Equal Justice Initiative to recognize victims of racial terror lynching.

Ms. Russell reminded the Board that on July 5, it adopted a resolution in support of County participation in the Community Coalition led by Drs. Andrea Douglas and Jalane Schmidt, with the participation of the City of Charlottesville, the University of Virginia, members of clergy, as well as individuals and organizations within the community. She said this was followed by the Board's participation in a July 7 soil collection ceremony at the site of the lynching of Mr. John Henry James and a community discussion and the Board's participation in the civil rights pilgrimage. On August 8, she provided an update to the Board at which time the Board directed staff to continue participation in the Community Coalition and to explore opportunities to tell a County story around this history. She said that staff has been working on this and was working on education, commemoration, expansion, and inclusion. She stated that they have been partnering with other community organizations such as the Albemarle-Charlottesville Historical Society, Jefferson School African-American Heritage Center, Jefferson-Madison Regional Library, Central Virginia History Researchers, Historic Preservation Committee, and Virginia Foundation for the Humanities, as well as others.

Ms. Russell recounted that Mr. John Henry James was pulled from a train and lynched on July 12, 1898 at Woods Crossing, and the Coalition has proposed a soil exhibit to be located on the first floor of the County Office Building. She presented a slide with a mock-up of what the display might look like and noted that it would include the soil, images from the pilgrimage, interpretive text and historical context, a tablet with the Board's resolutions, transcripts of Mr. Randolph's speech at the community discussion on lynching, and other educational materials. As this was a partnership with the Jefferson-Madison Regional Library, she said that a recommended reading list would accompany the exhibit.

Ms. Russell said that along the theme of expanding the historical narrative to showcase local history more broadly, they would include displays of the history of the crossroads community, development areas and business, and rural agricultural history with special care to include the stories and contributions of those they do not traditionally see in these sorts of spaces. She presented a monthly calendar for a potential traveling soil exhibit, with one jar of soil remaining at the stationary exhibit at Jefferson School African-American Heritage Center and the second to travel to libraries and schools, around which they could build programming. She said the soil would travel for three months of the year, stay at the County Office Building for at least five months out of the year, and travel among JMRL library branches the remainder of the year.

Mr. Randolph remarked that he believes that when people visit Albemarle County, they would want to see this because it signifies the history of racism in this community and they have the right to see it. He commented that the problem with a travel schedule was that people who plan to visit the display at the County Office Building would be disappointed to learn that it was at another location. He said that this was so significant and symbolic to the history of the community that they need to think this through and seek to have something permanent. Ms. Russell acknowledged Mr. Randolph's point and stated that only the soil would travel, with the historical context remaining.

Mr. Randolph remarked that they could always return to the site and collect more soil. He said he would hate for people to come and then not be able to see it and be disappointed.

Mr. Gallaway stated that with a set schedule, visitors would know the location of the exhibit in advance. He stressed the impact and power of allowing the exhibit to travel to schools.

Ms. McKeel asked Ms. Russell for confirmation that information about the exhibit would appear on the County's website. Ms. Russell confirmed this.

Ms. Russell continued that they propose to have a smaller exhibit on the second floor to commemorate the history of the County Office Building as the former Lane High School and the significance the school held for the community. She explained that it would be reflective of the students themselves as well as broader community implications such as of massive resistance.

Ms. Russell presented the following proposed timing: Fall 2018: Finalize scoping and themes, Lane Alumni engagement; and 2019: Begin local history installation, Begin Lane exhibit installation. She explained that they would partner on the exhibits with Albemarle Historical Society, other partners she had mentioned, and Lane High School alumni for the high school exhibit.

Ms. Russell next reviewed opportunities to expand the historical narrative and historical record in the landscape to include those of diverse backgrounds. She explained that they propose to add historical markers to the current 38 in the County, which were applied for through the Department of Historic Resources. She said their goal for the first year was to add five markers to double the number of markers commemorating those of diverse backgrounds, with content of the markers to be developed in collaboration with their partners, and to add an additional one to two each year thereafter in collaboration with the County's Historic Preservation Committee. As an example, she presented a slide with a photograph and information on a historical marker at the site of the former Albemarle Training School, a school for African-American children that included a teacher training school and a high school curriculum with a focus on trades. She said this was the only school within a five-county region that offered African-American children and education beyond seventh grade and was significant for both local and state history. She said that this was a site they would prioritize for a state historic highway marker so it could be seen from the road.

Ms. Russell next said she would talk about the partnerships with the County schools, tentatively titled, "Stories to Tell: A Student-Artist Response." She said that teachers have been placing an emphasis on professional learning, teaching hard history, and giving students the opportunity to engage around this kind of work. She explained that this would be an opportunity for student artists to respond to concealed, emerging, and resistance local stories. She presented a slide with highlights of this initiative:

Student artist's response to local stories, considering:

- What we lose when stories of and by diverse groups were concealed or lost
- What we gain when we listen and learn
- Their own stories
- Their visions for a future that offers inclusion, equity, and justice

She said the exhibit would coincide with the March 3 celebration of Liberation and Freedom Day. They plan to also involve students from private and home schools. She asked for Board direction on two initiatives: 1) proceed with development and implementation of the proposed Community Remembrance Projects, and 2) return at a future date with an appropriation request for funding of these projects, not to exceed a total of \$50,000.

Ms. Mallek expressed her support for both initiatives and remarked that she learned from her attendance at a conference this weekend that Prince William County was developing a prize in the achievement awards for an online historical marker storyboard. She said that this seems like a way to make their historical markers more accessible and she would send this information to Ms. Russell, and perhaps Albemarle could get some ideas from them to save some time.

Ms. Palmer expressed her appreciation to Ms. Russell for all the updates and support for both initiatives.

Ms. McKeel complimented Ms. Russell for her great work and suggested that she incorporate some of the photographs of the old African-American schools that are on the third floor, as well as old photographs from other schools, in the exhibit. She recalled that a few years ago students at Greer did a great project around Mary C. Greer, an African-American educator for whom the school was named after, that included real time interviews. She said it might be a good idea to touch base with those individuals about this project to obtain ideas.

Mr. Gallaway remarked that they should probably provide ongoing annual funding, as they invest in history and how they mark space and tell the story of the County.

Ms. McKeel added that they could not do all of this in just one year and then walk away from it. Ms. Russell responded that Office of Management and Budget was working on this.

Mr. Randolph described it as a process, with other layers of history hidden underneath that were not initially known. He agreed that there needed to be a funding line item.

Mr. Dill asked Ms. Russell if the places they visited on the trip to Alabama had exhibits that could be borrowed and brought to Albemarle. Ms. Russell remarked that this was a great point.

Ms. McKeel asked what action was needed from the Board. Mr. Kamptner responded that if there was across-the-board consensus to proceed as staff recommends was all needed. Board members nodded their support.

Ms. Russell asked those in the audience who had collaborated on this initiative to stand and have their efforts recognized.

Ms. Russell then turned the presentation over to the Director of Communications and Public Engagement.

Ms. Emily Kilroy, Director of Communications and Public Engagement, presented. She remarked on the importance of giving an opportunity to everyone in the community to be a part of this discussion and learning opportunity. They have looked at ways to bring people into the conversation. She said this would include having regular opportunities for participation throughout the County, a variety of activities, and collaboration with community organizations that are already engaged with different communities. She said they plan to have an opportunity each month, beginning in January. She then presented the following

list of events: guided hike/talk at Ivy Creek Natural Area, book, film, luminary talks, Community Resilience and Beloved Community, JMRL traveling exhibit, and school's partnership.

Mr. Randolph mentioned that the Virginia Film Festival tried for two years to bring in films related to the topic of race in the United States and suggested staff seek a partnership with the film festival to invite a speaker to come to the Paramount such as a well-known film producer. Ms. Kilroy responded that this was a great thought and said that the more they could plug into events with a strong following, the more they could amplify what they are trying to do.

Ms. Kilroy presented a list of community partners they are already working with and thanked them for their support: JMRL, Heritage Center, AC Historical Society, Schools, Historic Preservation, IEN, Albemarle County, City of Charlottesville, VA Humanities, Preservation VA, CVHR, and others.

Agenda Item No. 17. **PUBLIC HEARING: SP20180004 – Peabody School.**

PROJECT: SP201800004 The Peabody School.

MAGISTERIAL DISTRICT: Scottsville.

TAX MAP/PARCEL(S): 076M1000001500.

LOCATION: 1232 Stony Ridge Road, at the intersection of Stony Ridge Road and Southern Parkway.

PROPOSAL: Amend Special Use Permit (SP2012-030) to expand enrollment of a private school to increase maximum number of children from 210 to 240 (30 additional students) within a proposed addition to the existing school. Also proposed is a special exception from ZMA1995-019 and ZMA1996-021 to allow a disturbance of the buffer along Southern Parkway for a full access to Southern Parkway. No residential units proposed.

PETITION: 20.4.2 and 23.2.2(6) School of Special Instruction; 8.5.5.3 Special Exceptions.

ZONING: PUD- Planned Unit Development-residential (3-34 units per acre), mixed with commercial, service and industrial uses (ZMA1995-019 and ZMA1996-021).

OVERLAY DISTRICT(S): Managed Steep Slopes; Airport Impact Area.

COMPREHENSIVE PLAN LAND USE/DENSITY: Industrial – manufacturing, storage, distribution, office and commercial activities related to industrial use and research and development.

(Advertised in the Daily Progress on October 29 and November 5, 2019.)

The Executive Summary forwarded to the Board states that at its meeting on September 25, 2018 the Planning Commission voted to recommend approval of SP201800004 with revised conditions, and denial of the special exception for disturbance of the buffer along Southern Parkway. The Commission's staff report, action letter, and minutes are attached (Attachments A, B, and C).

The Planning Commission recommended approval of the special use permit with the following changes to the conditions:

1. The proposed right egress only onto Southern Parkway be eliminated and Condition #3 modified to state that access from and to the site "shall be limited to Stoney Ridge Road".
2. Condition #4 added to require sidewalks or an equivalent pathway within one year of the completion of sidewalk(s) on adjacent parcels along Southern Parkway.

With the elimination of an entrance onto Southern Parkway, the Commission recommended denial of the special exception request that would be necessary for that egress.

Since the Planning Commission meeting, the applicant has requested that the Board consider a full access entrance to the site along Southern Parkway and has provided a justification and plan in Attachments D and G. VDOT has stated that a full access would be acceptable in this location and would allow better queuing space and site circulation for the school (Attachment E).

Staff has revised Condition #4 since the Planning Commission meeting to add clarity for interpretation of the condition in the future. There is no substantive change to the condition.

If the Board wishes to approve the special use permit as recommended by the Planning Commission, staff recommends that the Board adopt the attached Resolution (Attachment H).

However, if the Board wishes to approve the revised plan that the applicant has provided, staff recommends that the Board adopt: 1) the attached Resolution (Attachment I), which includes a revised Condition #3 that does not restrict access to Stoney Ridge Road; and 2) the attached Resolution (Attachment J) to approve the special exception to disturb the buffer along Southern Parkway.

Mr. Andrew Gast-Bray presented a map of the vicinity of the school, followed by an aerial photograph of the school grounds and surrounding area and properties. He noted that the Peabody School was located along Stoney Ridge and Southern Parkway, with the entrance on Stoney Ridge. He said that the flow of traffic was through roundabouts and the exit was on the Southern Parkway. He presented a slide with what was proposed:

- Amend the existing special use permit to increase maximum number of students from 210 to 240.

- Replace the existing trailers on site with a permanent one-story addition that would include classrooms, fine arts studio, science lab, and a library/media center totaling approximately 7,195 square feet
- Addition of an amphitheater and sport court within the existing open area adjacent to the addition

He next presented Planning Commission recommended changes:

The Planning Commission recommended approval of the special use permit with the following changes to the conditions:

- 1) The proposed right egress only onto Southern Parkway be eliminated and Condition #3 modified to state that access from and to the site "shall be limited to Stoney Ridge Road."
- 2) Condition #4 added to require sidewalks or an equivalent pathway within one year or the completion of sidewalk(s) on adjacent parcels along Southern Parkway

With the elimination of an entrance onto Southern Parkway, the Commission recommended denial of the special exception request that would be necessary for that egress.

Mr. Gast-Bray next presented an architectural drawing of the Planning Commission Recommended Concept Plan, noting that it did not have direct access to Southern Parkway but added the potential sidewalk when an adjacent sidewalk was built to eventually connect the neighborhood and potential modifications that proposed to Avon in a study of 5th Street and Avon.

Mr. Gast-Bray next presented an architectural drawing of the applicant's preferred concept plan, noting that it takes advantage of VDOT's proposed acceptable full access. He said the original proposal was to put a right egress only onto Southern Parkway, which would have put the egress traffic going into the neighborhood rather than toward Avon Street. He noted that currently, traffic could turn either right or left from Stoney Ridge onto the Southern Parkway. He explained that VDOT changed the original conditions that mandated the right access and allowed full access to stipulate right or left turns out, and their thought was that this pattern may allow for site improvements and safety. He said VDOT representatives would speak to this. He continued that the applicant proposes to maintain the condition of the Planning Commission for the potential sidewalk, as they do not want to build it in the middle of nowhere when there was no sidewalk, but should an adjacent sidewalk be built, they would put it in at that time. He stated that while the applicant would prefer to go with their application, they are willing to accept that of the Planning Commission.

Mr. Gast-Bray presented a slide with the Planning Commission's recommended conditions and noted that this was included in the Board's packet. He next presented a slide with alternate full access conditions and noted that all comments are traffic related except for one about increasing the number of students, which he said was included because that activity would add to the traffic. He summarized that the principle issue before the Board was to consider the application in terms of traffic. He presented languages for both a motion to adopt and to deny the application under the Planning Commission's recommendation, as well as under the applicant's preferred application. He asked VDOT representatives if they would like to speak regarding conditions or considerations of the transportation through the site that are at the heart of that.

Mr. Joel DeNunzio, of VDOT, addressed the Board and said they have had complaints about circulation issues at the school, and he recalled that there was no parking in front of Stoney Ridge. He said that Mr. Adam Moore reviewed the plan and indicated that he thought a full left and right egress would be appropriate. Mr. DeNunzio said he asked Mr. Moore if it was an access management spacing exception and Mr. Moore responded that, as Southern Parkway was supposed to be a collector road, it would be.

Mr. DeNunzio noted that when he came to the area in 2006, Southern Parkway was going to serve as a collector road between Avon and Route 20, though it seems as if they have changed direction in the planning, as it serves as more of a local road, which was how they consider it. He said it does meet the spacing requirement standard for local road access management and does not pose a concern, assuming that Southern Parkway continues serving as a local road.

Mr. Gast-Bray asked Mr. DeNunzio if he would like to comment on the ease of progress through the site, which was one of the issues. Mr. DeNunzio remarked that an issue they had in the past with regard to circulation was getting through the site, dropping off, and exiting. He said this would help with circulation within the site, as they could enter from Stoney Ridge and come back out onto Southern Parkway and go either way. He said that one concern was that for a right out only, it was very difficult, and he does not think he has ever seen anyone successfully design this kind of egress, with no concern of going either way. He added that they do not want to promote traffic going through the neighborhood and coming back out through a residential area. He said he thinks it would help with circulation and congestion when drop offs occur and overall, it was not a safety concern.

Ms. McKeel asked if there was any time soon that the road would become a busy collector road; it seems like it would stay as it was for a long time.

Mr. DeNunzio remarked that in 2006 or 2007, it was on the County's secondary six-year plan but has been removed, and to get a project there again it would have to go through the process. He pointed out that a major connection that did happen was with the 5th Street Parkway, which he does not believe was planned at the time, and this has relieved some of the same congestion.

Mr. Randolph added that this has been in the County's old Comprehensive Plan, with one connector there and a second at Southern Parkway, which was the southern connector, and the northern connector went approximately where 5th Street Station Boulevard went. He said the decision was made, after 5th Street Station Drive went in, that Southern Parkway was not going to be a viable route, and a connector could not be built today because they would use up all the impervious surface across Biscuit Run to build the road. He said that usage of Southern Parkway has a direct role with neighborhood road usage by the school, and he would talk about this later.

Ms. Palmer asked if the Planning Commission's concern was that the use of Stoney Ridge Road would lead to school traffic going through the neighborhood. Mr. Gast-Bray responded that the original proposal mandated that it could not have full access egress directly on to Southern Parkway because of its status as a collector. He continued that an egress here could be right only, which would take it through the neighborhood.

Ms. Palmer asked for confirmation that the Planning Commission thought that they could not have full access when they discussed this and then after that, it was found that they could, so the Planning Commission has not seen the ability to have full access on Southern Parkway. Mr. Gast-Bray responded that this was not the case, as VDOT clarified the status of the road as not being a collector, instead as more of a local road, and opening it up to the option of right out only or a full access. He said the Planning Commission felt that it was more important, because of neighborhood comments, to make a connected pedestrian network and thus added the sidewalk in front of the facility, and the Commission asked if there was really a need for an egress onto Southern Parkway, given that the increase in load was so small that it might not be needed at all. He said that it was this recommendation that the Board has, adding that the applicant was asking, now that there was relatively new information about full access egress, if the sidewalk would meet all the objectives. He stated that it would be up to the Board to decide this.

Ms. Palmer remarked that it seems to her that it was up to the Planning Commission to decide if this change was appropriate and not the Board of Supervisors.

Ms. Mallek stated that the Commission has given the Board its advice and the Board could take it or do something else.

Ms. Palmer stated that the applicant has brought this after the Planning Commission conducted its review.

Mr. Randolph referenced the Planning Commission's Condition 4: "Added to require sidewalks and equivalent pathway within one year of the completion of sidewalks on adjacent parcels along Southern Parkway." He stated that it does not say: "Build the sidewalk now but that the school would be required to build it if and when the adjacent parcels put the sidewalk in to promote multi-modal access along there." He stated that this was a reasonable condition they included and does not tie the hands of the school in any way.

Ms. McKeel noted that the Board has had discussions in the past regarding the question of if something changes, whether it should go back to the Planning Commission. In this case, she does not think it needs to go back to the Commission.

Ms. Mallek opened the public hearing and invited the applicant to come forward to address the Board.

Ms. Valerie Long of Williams Mullen, representing the Peabody School, addressed the Board. She said she was joined by Mr. Rob Orlando, Head of School. She expressed regret that the Chairman of the Board of Directors, Tobias Dengel, was not able to attend tonight's meeting but has sent his regards and appreciation to the County and the community for their support of the school generally. She indicated that she would explain why the Board was confused. She explained that originally an exit to Southern Parkway was not proposed, and it was going to remain as it was now.

Ms. Long said that at a pre-application meeting with the County, a VDOT representative suggested they consider having another access to improve circulation, as there was a mistaken understanding that Southern Parkway was a collector road and thus, they were subject to a more stringent access distance. She said the distance required full access of left or right out, but they did meet it for the right out and thought it made sense to provide options because it was currently a one-way circulation pattern internally, as Mr. Gast-Bray had explained. She traced the routes of vehicles as they exited the school parking lot onto Stoney Ridge Road to the intersection with an option to turn left onto Avon Street or right towards the traffic light.

She noted that Mr. Orlando had expressed that this did not happen often, it took longer and was convoluted, and if people were patient, they could get on Avon Street. She said that when it was suggested that they have a right out, they thought they would implement VDOT's suggestion. She said the confusion was that some neighborhood residents mistakenly thought that by having a right out, this would be the only way to leave the school, and they were concerned that the only way out was a forced right turn to Southern Parkway, which would lead to more traffic through the neighborhood.

Ms. Long said that the morning of the Planning Commission's meeting, she and Megan Nedostup learned that Southern Parkway was not a collector road, though it was designed and built to collector road standards, and it was never reclassified as such as it was actually a local road. She said that as a

local road, they did meet the distance standards for full access. She said they shared the community's concern about a right only turn to the Planning Commission and expressed that they were happy to commit to having it be a full access. She presented slides with the original proposed plan and the preferred plan and traced the circulation patterns through the property. She pointed out that the businesses along Stoney Ridge Road were primarily industrial with a lot of trucks and they thought it made sense to have one-way circulation, which would separate school traffic from the industrial traffic on Stoney Ridge Road. She remarked that the school's current two-way circulation system works fine but would be improved with one-way circulation. She traced a pattern of vehicles exiting to Southern Parkway, which would make it easier for traffic to stop and wait behind buses.

Ms. Long stated that this was the applicant's preferred option, and Mr. Gast-Bray had correctly explained that the Planning Commission recommended no exit. She said they are confused as to why the Commission came to this conclusion. She said that after they expressed that they would accept full access and not have a right-out exit, they decided to keep this option on the table for the Board's consideration. She said they thought there was merit to a full access exit, which certainly would not make the situation worse in terms of traffic through the neighborhood, but they felt it would provide some benefits even though it would be more expensive for the school. She said they are willing to make this investment. She added that should the Board be inclined to support the full access exit; the applicant would ask for support of a special exception request that allows them to disturb a buffer area.

Ms. McKeel asked if comments made by Mr. DeNunzio and VDOT's letter was acceptable. Ms. Long responded that she personally thinks there was some confusion at the Commission meeting along with confusion by some members of the public. She added that she was not certain the Commissioners understood VDOT's position.

With no further public comments, Ms. Mallek closed the public hearing.

Mr. Randolph said he would make some observations. He pointed out that in the 1990s, Mill Creek and Foxcroft were built, with the Southern Parkway already present as this was an industrial zone, and it was designed as a connector to go all the way across to 5th Street. He said that Biscuit Run was going to be a residential community and after the donation of the property to the Commonwealth, it became apparent to the County that the Southern Parkway was not going to be a viable east-west connector any longer. He said that despite this, it remained on the books until the Comprehensive Plan was reviewed and updated during which time it was removed as a potential project. He continued that the Peabody School came to the site during this time with the likely assumption that they would be on a Southern Parkway that would connect to 5th Street and up above Avon Street Extended.

Mr. Randolph pointed out that the traffic circulation pattern in Foxcroft and Mill Creek has since changed, as there was no traffic light at the Southern Parkway connector to Avon Street Extended and the only traffic light was coming out of Mill Creek. He noted that the bulk of parent traffic exiting the school turns right, goes down to Gristmill, makes a left, goes over to Mill Creek and out at the light. He stated that the problem does not occur in the afternoon, but the issue was the number of cars, as school starts at the same time as the traffic was at its highest volume and backs up at Mill Creek and Avon Street Extended. He referenced comments made at the community meeting by former co-chair and now secretary Dan Heuchert that he often sits for two to three traffic light sequences to make a left turn and exit to Avon Street Extended.

Mr. Randolph stated that the minutes of the Planning Commission included comments from Ben Witner, a member of Mill Creek HOA, who said that if the traffic flowed in the way it was presented, it would then funnel indirectly into the community. He quoted Rob Finley, member of the 5th & Avon CAC and Vice-President of Mill Creek HOA: "Those streets are neighborhood streets, and state highways are 20 feet wide with no centerline and relatively narrow-width mailboxes very close to the edge of the paved right of way. We have already had significant traffic increases through that area and we have issues with speeding on Mill Creek Drive, particularly during the morning rush hour, a time period when there are people walking and running with baby carriages because there are no sidewalks."

Mr. Randolph stated that the proposal would funnel traffic to the west on Southern Parkway with the only egress to Avon Street Extended through Mill Creek. He noted that Mr. Finley commented on a lack of outreach by the Peabody School to the community and expressed concern with the geometry of the roadway as outlined in a letter they had written. He quoted Blair Carter, resident of Mill Creek: "We could have between 245–280 extra car trips in our neighborhood every single weekend." Mr. Randolph commented that the school estimates a low number of cars because many students are going to be siblings, but as a former director of admissions at two independent schools, he understands that it could not be assured that every year you would have the same number of cars with siblings and that the number of cars that would be on the road was likely to be greater than they have presented.

Mr. Randolph said the Planning Commission was well aware of all the information in the update and concluded that there was no internal circulation problem, and as the Jack Jouett Commissioner pointed out, if there was no circulation problem then there was no need for a new exit or entrance. He urged Supervisors to think about the negative externalities when making a decision to permit another exit-entrance and that traffic, though it could go right or left, would go the safe way out down Southern Parkway, make a left on Gristmill, also a narrow road with joggers and people with strollers, and make a left and go up Mill Creek.

Ms. Palmer expressed appreciation to Mr. Randolph for going over this. She said that this was what they heard at the CAC and she was slightly offended at the suggestion that the Planning Commission was confused, as they had taken a lot of time and discussion.

Ms. Mallek added that it was helpful to hear the comments from neighborhood associations and from the community.

Mr. Gallaway asked for clarification that traffic was already turning right without full access and right out, and the main point was the additional volume. Mr. Randolph confirmed this and said that it would be an accentuation of the already problematic amount of traffic during those hours, which could only be addressed if the school were to have to provide traffic control with parents exiting left instead of right. He added that Tandem and Monticello Schools have a reciprocal relationship, and a sheriff deputy directs traffic. He pointed out that the Field School was set up with bus pick-up centers in two areas for parents to drop off kids where a bus was waiting to take them to school. He said that the Field School inherited a problem as a result of land use decisions out of their control.

Ms. Palmer asked if there were any other issues. Mr. Gast-Bray responded that if the Board were to choose Option 1, which the Planning Commission recommended, then the need for the buffer request was not necessary because the buffer was only for access across and both proposals, including the sidewalk consideration. He acknowledged that most of the public was under the impression of the right turn only as being mandated, and this was a confusion that was present at that meeting, and only at the end of the meeting did the Planning Commission come up with the question of whether it was needed at all. He pointed out that there was a reason for the through flow because there was the impression represented by the applicant of safety concerns, which VDOT was attempting to address through that site. He said that with the issue of the right turn/left turn, in the new proposal it was the same, as people would probably choose the way they always have. He said the issue at hand was whether this potential increase in traffic from the additional students merited additional consideration of safety through the site or if it was more important to keep this simple without the need for an egress onto Southern Parkway. He added that if the Board were to choose the second option, they need to add the condition of the motion for a special exception request for the buffer disturbance.

Mr. Randolph recalled during the discussion about Adelaide, when they tried to get it downsized, the developer refused and the primary concern of the Board was the traffic moving eastward on Route 250, especially in the morning. He said that in the present case, they already have a high level of traffic volume on Avon Street Extended, for which they are doing a corridor study. He indicated that what distinguishes this from Adelaide was that the traffic would be queued through a residential community. He stated that there are no sidewalks, the road was narrow, and there already was high traffic volume because it was the only way for residents of Foxcroft to exit. He noted that Foxcroft was originally designed to have an exit to Southern Parkway and that lacking a Southern Parkway to go across, the only way to go was to go across Gristmill Drive at the stop sign, was to make a left on Mill Creek and then go off to the traffic light. He said that they are at a tipping point at which additional traffic would have a severe impact on the customary enjoyment of people in the community when the school has viable options available.

Ms. Mallek asked what the difference was between having two places with the option to go left or right versus one option, and what the benefit was for left or right turning to send them all back through the site to Stoney Creek. She recalled that she taught there many years ago, and there was no problem getting out as she would make a left up to the main road. She said it was new to her that there was a traffic disaster, and she wondered what the detriment was to encourage people to turn left if they had the second entrance.

Mr. Randolph responded that if the school has no internal circulation problem, then it was questionable as to why they would need a second entrance if the existing road was accommodating the traffic exiting to Southern Parkway. He stated that a second entrance would encourage even more of the traffic to go west on Southern Parkway down to Gristmill and make a left. He said the school has two options, with one being to bus in students as the Field School does, or they could have a police officer direct traffic to minimize cars from going right.

Ms. Mallek remarked that she hopes the Avon Street study would have recommendations about improving traffic control at the end of this road, which would also help the existing Foxcroft neighborhood.

Mr. Randolph recalled that an eighth-grade student at the Peabody School did a study last year about having a traffic light, and the only problem detected was that VDOT had determined that it did not warrant a light that close to Mill Creek. He remarked that decisions have been made at the state level that ties the County's hands. He explained that his concern was to make sure that parents could safely exit. He supports the school expansion and wants to come up with a solution that also works for the neighborhood.

Mr. Randolph then **moved** that the Board adopt the proposed Resolution (Attachment H) to support the Planning Commission's recommended approval of the special use permit with the following changes to conditions: 1) The proposed right egress only on to Southern Parkway be eliminated and Condition 3 modified to state that access from and to the site shall be limited to Stoney Ridge Road. Revise proposed Condition 4 since the Planning Commission meeting added to involve the sidewalks or an equivalent pathway within one year of the completion of sidewalks on adjacent parcels along Southern Parkway. The motion was **seconded** by Ms. Palmer.

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

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

NAYS: None.

**RESOLUTION TO APPROVE
SP 2018-04 PEABODY SCHOOL**

WHEREAS, Peabody School submitted an application for a special use permit to expand the enrollment of the school and to construct an addition to the school located on Tax Map Parcel Number 076M1-00-00-01500 that was previously approved (SP 2012-30), and the application is identified as SP201800004 Peabody School ("SP 2018-04"); and

WHEREAS, on September 25, 2018, after a duly noticed public hearing, the Albemarle County Planning Commission recommended approval of SP 2018-04 with revised conditions, and staff subsequently made non-substantive changes to Condition #4 to clarify the condition for future interpretation; and

WHEREAS, subsequent to the September 25, 2018 Planning Commission meeting, the Applicant submitted a request that the Board consider a full access entrance to the site along Southern Parkway; and

WHEREAS, on November 14, 2018, the Albemarle County Board of Supervisors held a duly noticed public hearing on SP 2018-04.

NOW, THEREFORE, BE IT RESOLVED that, upon consideration of the foregoing, the staff report prepared for SP 2018-04 and all of its attachments, the information presented at the public hearing, any written comments received, and the factors relevant to a special use permit in Albemarle County Code §§ 18-20.4.2, 18-23.2.2(6), and 18-33.40, the Albemarle County Board of Supervisors hereby approves SP 2018-05, subject to the conditions attached hereto.

* * *

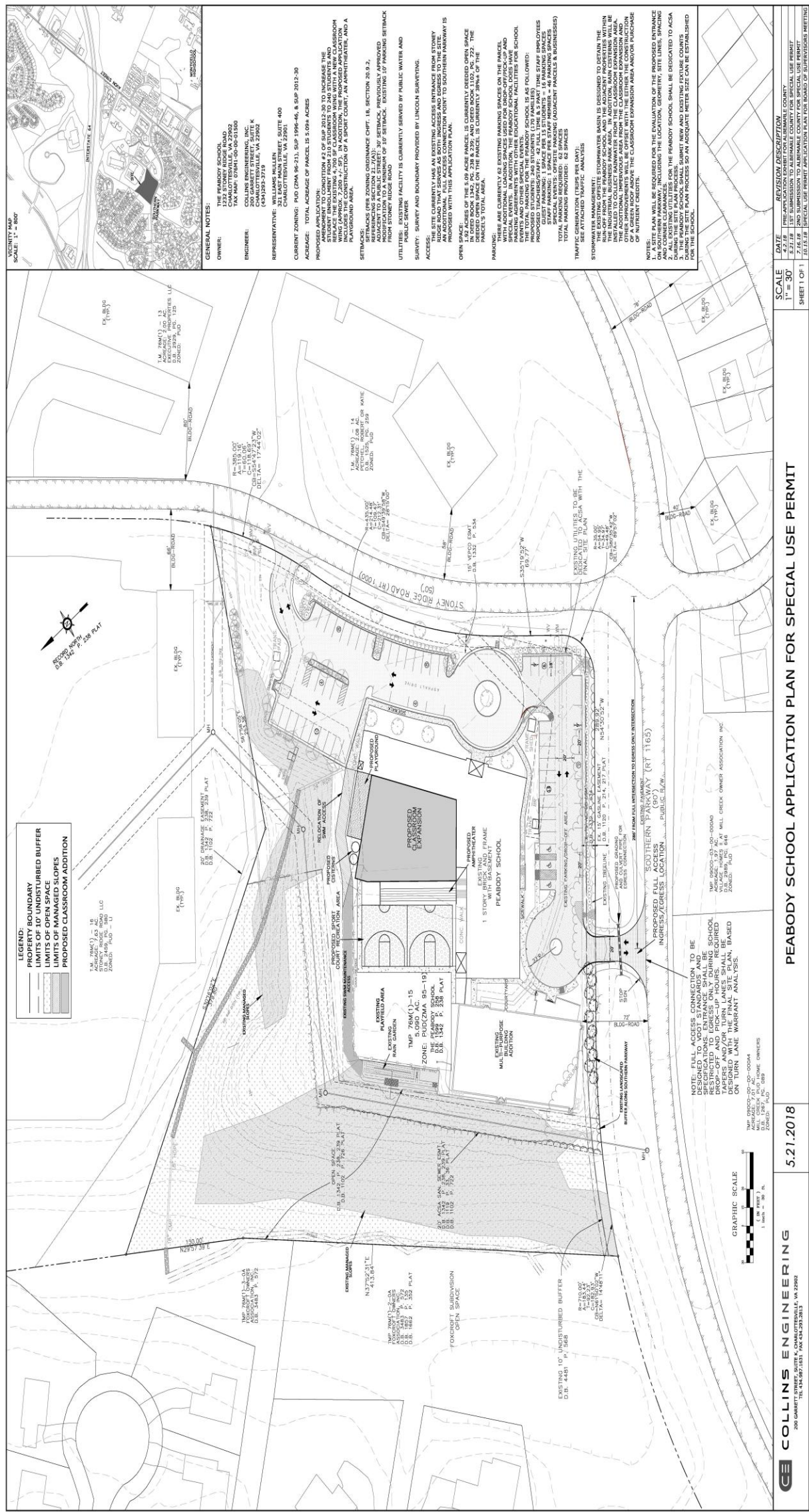
**SP-2018-04 Peabody School
Special Use Permit Conditions**

1. Development of the use shall be in general accord with the conceptual plan titled "Peabody School Application Plan for Special Use Permit," prepared by Collins Engineering, with the latest revision date of July 16, 2018, as determined by the Director of Planning and the Zoning Administrator. To be in general accord with the Conceptual Plan, development shall reflect the following major elements within the development essential to the design of the development:

- Location of parking areas and turn arounds
- Open Space
- Landscape Buffer
- General location of Classroom Expansion
- General location of Amphitheater
- General location of Sport Court Recreational Area

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

2. The maximum enrollment shall not exceed two hundred forty (240) children.
3. Notwithstanding the Application Plan dated July 16, 2018, all direct vehicular access from and to the site shall be limited to Stoney Ridge Road.
4. A sidewalk or equivalent pathway built to County or VDOT specifications, as determined by the director of Community Development, shall be constructed along Southern Parkway within one year of the completion of sidewalk(s) on adjacent parcel(s).



Recess. At 8:21 p.m., the Board recessed its meeting, and reconvened at 8:34 p.m.

(Note: The next two agenda items were held concurrently:)

Agenda Item No. 18. **PUBLIC HEARING: SP201800007 – 1895 Avon Street Extended.**

PROJECT: SP201800007 – 1895 Avon Street Extended.

MAGISTERIAL DISTRICT: Scottsville.

TAX MAP/PARCEL(S): 090000000035A1.

LOCATION: 1895 Avon Street Extended, Charlottesville, VA 22902.

PROPOSAL: Limousine and other motor vehicle rental service on 1.5-acre parcel. Special Exception requested to modify side yard setback and disturbance buffer requirements on a portion of the property.

PETITION: “Motor vehicle sales, service, and rental” per Section 26.2(a) and Section 24.2.1.25 of the Zoning Ordinance. No new dwellings proposed.

ZONING: LI Light Industrial – industrial, office, and limited commercial uses (no residential use).

ENTRANCE CORRIDOR (EC): No.

OVERLAY DISTRICT(S): Steep Slopes – Managed.

COMPREHENSIVE PLAN: Office / R&D / Flex / Light Industrial – professional office, commercial; research and development, design, development of prototypes, engineering; light manufacturing, fabrication, distribution if with a non-industrial use.

(Advertised in the Daily Progress on October 29 and November 5, 2019.)

Agenda Item No. 19. **PUBLIC HEARING: SP201800008 – 1895 Avon Street Extended – Detailing.**

PROJECT: SP201800008 – 1895 Avon Street Extended – Auto Detailing.

MAGISTERIAL DISTRICT: Scottsville TAX MAP/PARCEL(S): 090000000035A1.

LOCATION: 1895 Avon Street Extended, Charlottesville, VA 22902.

PROPOSAL: Automotive detailing service on 1.5-acre parcel. Special Exception requested to modify side yard setback and disturbance buffer requirements on a portion of the property.

PETITION: “Automobile, truck repair shops” per Section 26.2(a) and Section 24.2.1.2 of the Zoning Ordinance. No new dwellings proposed. ZONING: LI Light Industrial – industrial, office, and limited commercial uses (no residential use).

ENTRANCE CORRIDOR (EC): No.

OVERLAY DISTRICT(S): Steep Slopes – Managed.

COMPREHENSIVE PLAN: Office / R&D / Flex / Light Industrial – professional office, commercial; research and development, design, development of prototypes, engineering; light manufacturing, fabrication, distribution if with a non-industrial use.

(Advertised in the Daily Progress on October 29 and November 5, 2019.)

The Executive Summary forwarded to the Board states that at its meeting on September 25, 2018 the Planning Commission (PC) conducted a public hearing and voted for the applications noted above, as follows:

- Recommend approval, by a vote of 6:0 (Firehock absent), of SP-2018-00007 with the conditions outlined in the staff report and with amendments as recommended by the Commission; and
- Recommend approval, by a vote of 6:0 (Firehock absent), of SP-2018-00008 with the conditions outlined in the staff report and with amendments as recommended by the Commission; and
- Recommend approval, by a vote of 6:0 (Firehock absent), of the Special Exception with the conditions as outlined in the staff report with the note to staff about the interest in preserving the trees in the buffer area.

Attachments A, B, and C are the staff report, action memo, and minutes from the September 25 PC meeting.

The PC proposed amendments to the recommended conditions of approval relate to condition #2 of each SP. The PC wanted to ensure the sidewalk on the subject property would be designed and constructed to be consistent with other (future) sidewalk on this side of Avon Street Extended, and to provide interparcel connection. See Attachment D. *Special Exception Request (Side Yard Setback and Disturbance Buffer)*:

The applicant has also requested a Special Exception to modify the side yard setback requirements and disturbance buffer requirements, both of which would prohibit the proposed off-street parking within thirty (30) feet of the southern property boundary (adjoining the NMD District / Spring Hill Village). The applicant’s explanation and justification for the request were included with the staff report (Attachment A), and analysis of the request was provided in the body of that report (pages 9 and 10). As noted above, the PC voted 6:0 to recommend approval of this Special Exception request with the conditions recommended by staff.

Staff recommends that the Board adopt the attached Resolutions (Attachments E and F) to approve SP201800007 and SP201800008, respectively, with updated conditions (dated October 30, 2018

and as provided in Attachment D); and staff also recommends that the Board adopt the attached Resolution (Attachment G) to approve the Special Exception request with conditions as contained therein.

Mr. Tim Padalino, Senior Planner, presented the two applications in one presentation. Mr. Padalino said the request for SP-2018-0007 was for limousine and motor vehicle services:

- "motor vehicle sales, service, and rental" pursuant to Z.O. Section 26.2(a) and Section 24.2.1.25
- "Albemarle Limousine" business operations and fleet/ storage use
- 4 oversized coaches
- 8- 12 SUVs, sedans and vans

In regard to SP-2018-00008, Mr. Padalino stated that it concerns auto detailing, which includes:

- "automobile, truck repair shops," pursuant to Z.O. Section 26.2() and Section 24.2.1.2
- "Virginia Auto Detailing" business operations
- Hand wash exteriors; interior and exterior detailing; exterior restoration; engine cleaning and similar detailing services

Mr. Padalino stated that the special exception request relates to parking spaces and a parking canopy proposed to be located in a side-yard setback in a buffer area within 30 feet of the adjoining neighborhood model development property. He presented an aerial photograph of the property and surrounding area, which was identified as Tax Map 90 Parcel 35A1, located on Avon Street Extended, on approximately 1.5 acres and zoned Light Industrial (LI). He next presented a slide of the zoning map and noted that it was identified in the Comprehensive Plan for future use as office, research and development, flex, or light industrial. He said that staff has determined that the proposed uses are consistent with the future land use designation.

He presented a ground-level photograph of the property with existing building, which the applicant plans to renovate and expand with a two-story addition. He said the applicant also plans to improve the entranceway and parking lot and presented an illustrative narrative of the proposed renovated building, parking lot, and driveway. The illustration includes bushes and trees, which would serve as screening from the parking areas. He presented additional illustrative renderings of the two sides of the building. He presented an architectural drawing of the special exception request, which includes a green area that would represent the 30-foot buffer zone as a disturbance buffer and side yard off-street parking setback area. He said this zone was previously disturbed and was partially impervious, which the applicant proposes to mitigate through evergreen landscaping and other plantings to increase the existing buffer of trees. He then presented a ground-level photograph of the green buffer area.

Ms. Mallek asked what would happen with the existing trees. Mr. Padalino responded that the trees would remain and be supplemented by additional plantings.

Mr. Padalino noted that the Planning Commission held its public hearing in September and recommended approval of both special use permits with conditions, as well as the special exception, with conditions. He said they recommended a minor revision to ensure the language about the sidewalk requirement would be in keeping with some of the adjacent sidewalks. He noted that there are no sidewalks currently, but the adjoining property was proposed to be the Spring Hill Village neighborhood model development, and it could reasonably be assumed that the sidewalks would be built in the relatively near future.

Mr. Randolph said he attended the site review for the Spring Hill Village on Thursday, and it would be proceeding forward.

Ms. McKeel said she noticed that her Commissioner questioned the VDOT sidewalk versus County sidewalk requirement as to whether they were identical, and she asked for clarification. Mr. Padalino acknowledged that Mr. Moore of VDOT addressed this, saying that it was context dependent in terms of the shoulders and other existing conditions.

Mr. Randolph noted that Ms. Nedostup pointed out to the Planning Commission that they had a previous initial plan and are re-submitting revisions and the approved sidewalk for Spring Hill Village was eight feet wide along Avon Street.

Mr. Padalino stated that the Planning Commission's proposed conditions does not specify sidewalk width but does stipulate consistency and connection with nearby sidewalks.

Ms. Mallek opened the public hearing.

Mr. Mike Meyers, of 30 Scale Engineering, addressed the Board and said he prepared the special use permit and special exception for the limousine company. Albemarle Limousine is excited about moving ahead forward with the project. He offered to respond to questions posed by the Board.

Mr. Randolph complimented Mr. Meyers for one of the best project narratives he has read.

There being no other comments from the public, Ms. Mallek closed the public hearing.

Mr. Randolph **moved** that the Board adopt the proposed Resolutions to approve SP-2018-00007 and the special exception request, with conditions. The motion was **seconded** by Ms. McKeel.

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

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

NAYS: None.

**RESOLUTION TO APPROVE
SP 2018-07 1895 AVON STREET EXTENDED (ALBEMARLE LIMOUSINE)**

WHEREAS, the Owner of Tax Map Parcel Number 09000-00-00-035A1 (the "Property") filed an Application for a special use permit to establish a limousine and other motor vehicle rental service, and the application is identified as SP201800007 Avon Street Extended (Albemarle Limousine) (SP 2018-07); and

WHEREAS, on September 25, 2018, after a duly noticed public hearing, the Albemarle County Planning Commission recommended approval of SP 2018-07 with revised conditions; and

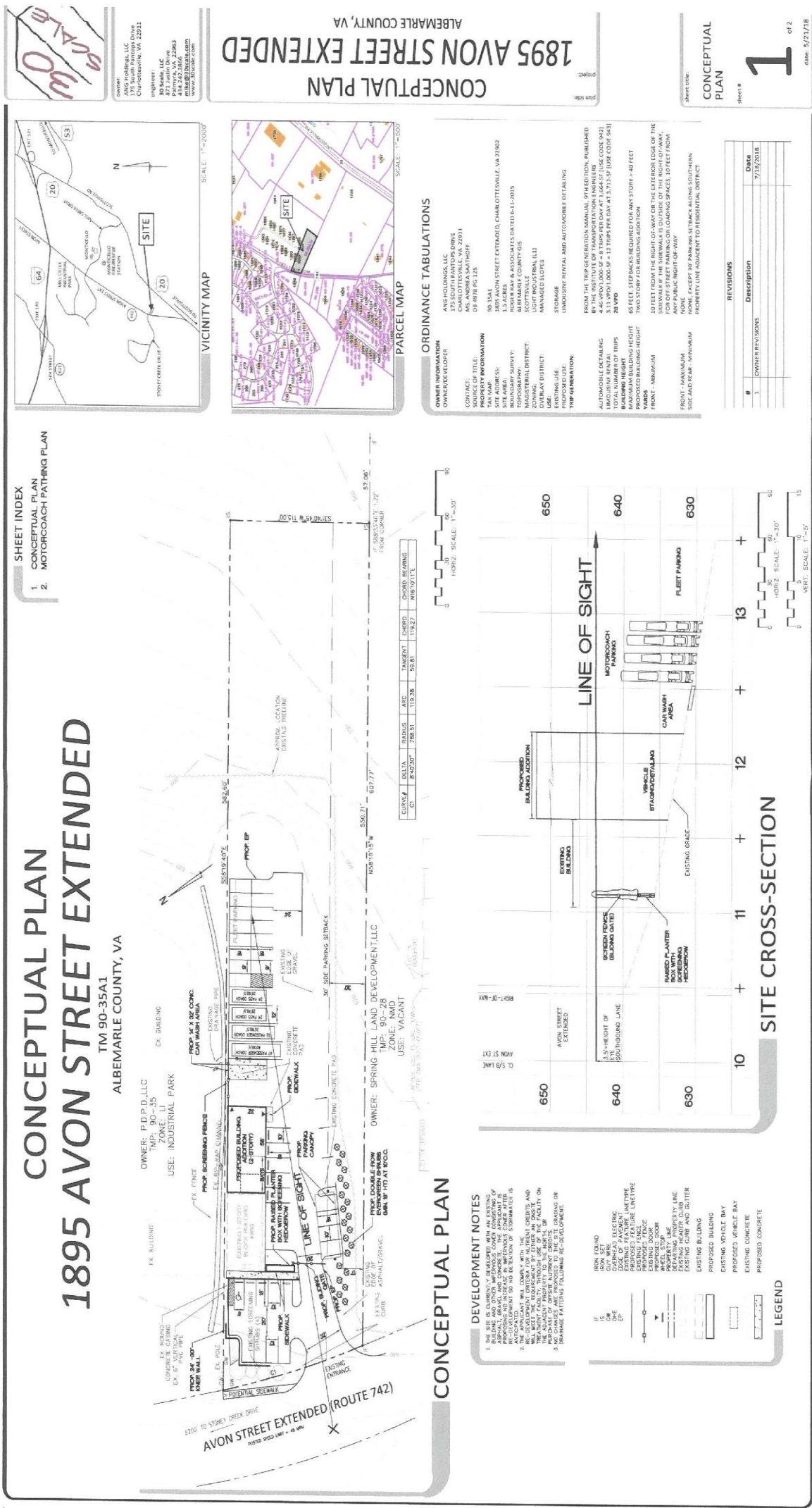
WHEREAS, on November 14, 2018, the Albemarle County Board of Supervisors held a duly noticed public hearing on SP 2018-07.

NOW, THEREFORE, BE IT RESOLVED that, upon consideration of the foregoing, the staff report prepared for SP 2018-07 and all of its attachments, the information presented at the public hearing, any written comments received, and the factors relevant to the proposed use and a special use permit in Albemarle County Code §§ 18-24.2.1.25, 18-26.2, 18-26.3, and 18-33.40, the Albemarle County Board of Supervisors hereby approves SP 2018-07, subject to the conditions attached hereto.

* * *

**SP-2018-07 Avon Street Extended (Albemarle Limousine)
Special Use Permit Conditions**

1. Development and use of the Property shall be in general accord with the conceptual plan entitled "Conceptual Plan / 1895 Avon Street Extended" (hereafter "Conceptual Plan") prepared by Michael Myers, PE, CFM, dated July 18, 2018, as determined by the Director of Planning and the Zoning Administrator. To be in general accord, development and use shall reflect the following major elements shown on the Conceptual Plan:
 - a. Landscaping in the locations shown on the plan;
 - b. Screening comprised of a screen fence (sliding gate), screening fence, and landscaping;
 - c. Sidewalk along Avon Street Extended right of way;
 - d. Location of building addition and other structures; and
 - e. Location and extent of parking areas.
2. A sidewalk meeting County or VDOT specifications and designed to be consistent with any planned or existing sidewalk on adjoining properties shall be constructed to provide interparcel pedestrian connection as shown on the Conceptual Plan prior to the issuance of a Certificate of Occupancy.
3. The building mass, shape, height, and amount of architectural detail of the two-story building addition shall be similar to the perspective renderings contained in the Project Narrative, and shall be compatible with the existing building, as determined by the Director of Planning at the time of Building Permit review.
4. Any replacement landscaping along the Avon Street Extended frontage shall consist of street trees and shrubs, to be approved with the Final Site Plan.





**RESOLUTION TO APPROVE SPECIAL EXCEPTION
TO MODIFY MINIMUM YARD REQUIREMENTS
FOR 1895 AVON STREET EXTENDED**

WHEREAS, the Owner of Tax Map Parcel Number 09000-00-00-035A1 (the "Property") filed an Application for a special exception in conjunction with SP201800007 and SP201800008 for 1895 Avon Street Extended to modify the minimum yard requirements of County Code § 18-26.5, and more specifically to modify the disturbance buffer requirements of County Code § 18-26.5(c) and to modify the side yard setback requirements of County Code §§ 18-26.5(b) and 18-4.20(b), in order to allow grading and construction activity for off-street parking spaces within the buffer zone and setback area.

NOW, THEREFORE, BE IT RESOLVED that, upon consideration of the foregoing, the special exception request and the attachments thereto, including staff's supporting analysis included in the September 25, 2018 Planning Commission staff report, and all of the factors relevant to the special exception in Albemarle County Code §§ 1-4.20, 18-26.5 and 18-33.49, the Albemarle County Board of Supervisors hereby approves the special exception to modify the disturbance buffer requirements and side yard setback requirements for the development of the Property, subject to the conditions attached hereto.

* * *

**SP201800007 and SP201800008 1895 Avon Street Extended
Special Exception Conditions**

1. The development and use of the Property within the disturbance buffer zone and side yard setback area shall be in general accord with the Special Exception Request application materials (including Letter of Justification and Conceptual Plan) prepared and submitted by Mr. Michael Myers, PE, CFM, dated July 30, 2018. To be in general accord, the development and use of the Property within the disturbance buffer zone and side yard setback area shall reflect the following major elements in the Special Exception Request application materials:
 - a. The location and extent of the parking spaces and parking canopy;
 - b. The area of re-claimed landscaping; and
 - c. The double row of evergreen shrubs for screening the southern property boundary.

30 Scale, LLC
871 Justin Drive, Palmyra, VA 22963
Ph. 434.242.2866
mike@30scale.com



July 30, 2018

Tim Padalino, AICP
County of Albemarle
Department of Community Development
401 McIntire Road
Charlottesville, VA 22902

RE: **1895 Avon Street Extended**
Special Exception – Request for a modification of the 30' parking buffer - Letter of Justification
Albemarle County, VA - TM 90-35A1

Dear Tim,

Please find this letter, fees and attached Conceptual plan our request for the approval of a modification to allow an encroachment into a portion of the 30' parking buffer established between the subject property and the adjacent parcel to the south at TM 90-28 known as "Spring Hill Village", which is currently zoned Neighborhood Model District and subject to approved ZMA 2013-00017.

The previous property owners had already encroached into the 30' buffer as shown below in Figure 1. The approximate area of encroachment is approximately 2,500-sf and the length of the encroachment is approximately 165 feet measured eastward from the Avon Street Extended right-of-way line.

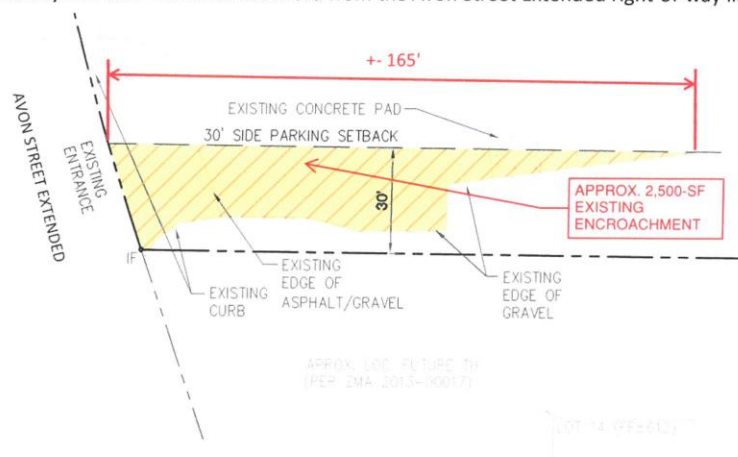


Figure 1: Existing Conditions

30 Scale, LLC
871 Justin Drive, Palmyra, VA 22963
Ph. 434.242.2866
mike@30scale.com



As part of the redevelopment of the site, the applicant is proposing to provide a portion of four (4) perpendicular parking spaces, a freestanding parking canopy, and three (3) parallel parking spaces within the 30' parking setback. This additional parking is required to support the proposed uses and is the subject of the Special Exception modification request.

To mitigate the proposed parking within the setback, the applicant is proposing the following improvements to the existing site conditions:

- 1) Shifting of the travelway on to the site by approximately 22 feet to the north.
- 2) Re-claiming of approximately 1,000-sf of previously disturbed buffer area with landscaping.
- 3) Where the existing planting strip along the southern edge of the property is less than 20'-wide, providing a double-row of evergreen shrubs (minimum height of 18") at 10' on-center in accordance with the screening requirements of Z.O. 32.7.9.7 (c) and (d).

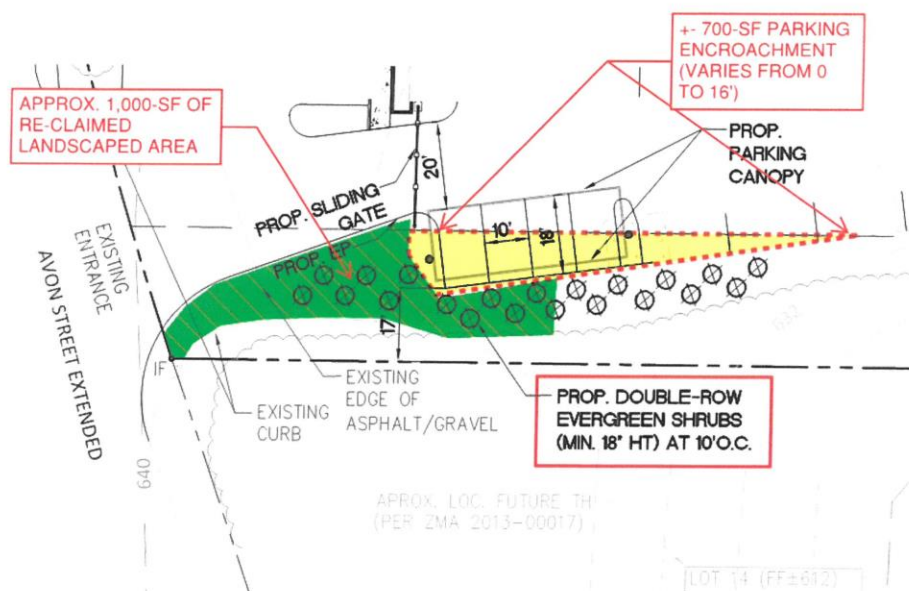


Figure 2: Conceptual Plan showing proposed mitigation

30 Scale, LLC
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Ph. 434.242.2866
mike@30scale.com



Figure 3: Rendered View

No adverse effects to adjacent properties are anticipated. A review of the ZMA for Spring Hill Village indicates that one future townhouse unit (Lot 14) is located approximately 50 feet from the common property line as shown in Figure 2 above. The first floor of the Lot 14 townhouse will be approximately 24 feet below the grade of the subject property and there are additional screening plantings proposed on the adjacent property as shown on the NMD Application Plan. (See Figure 4 below)

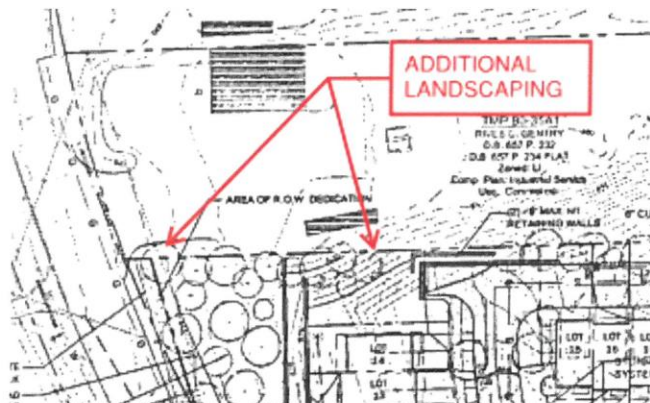
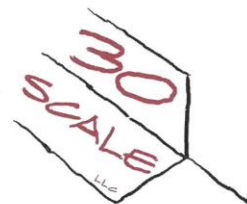


Figure 4: Excerpt from Spring Hill Village Application Plan

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mike@30scale.com



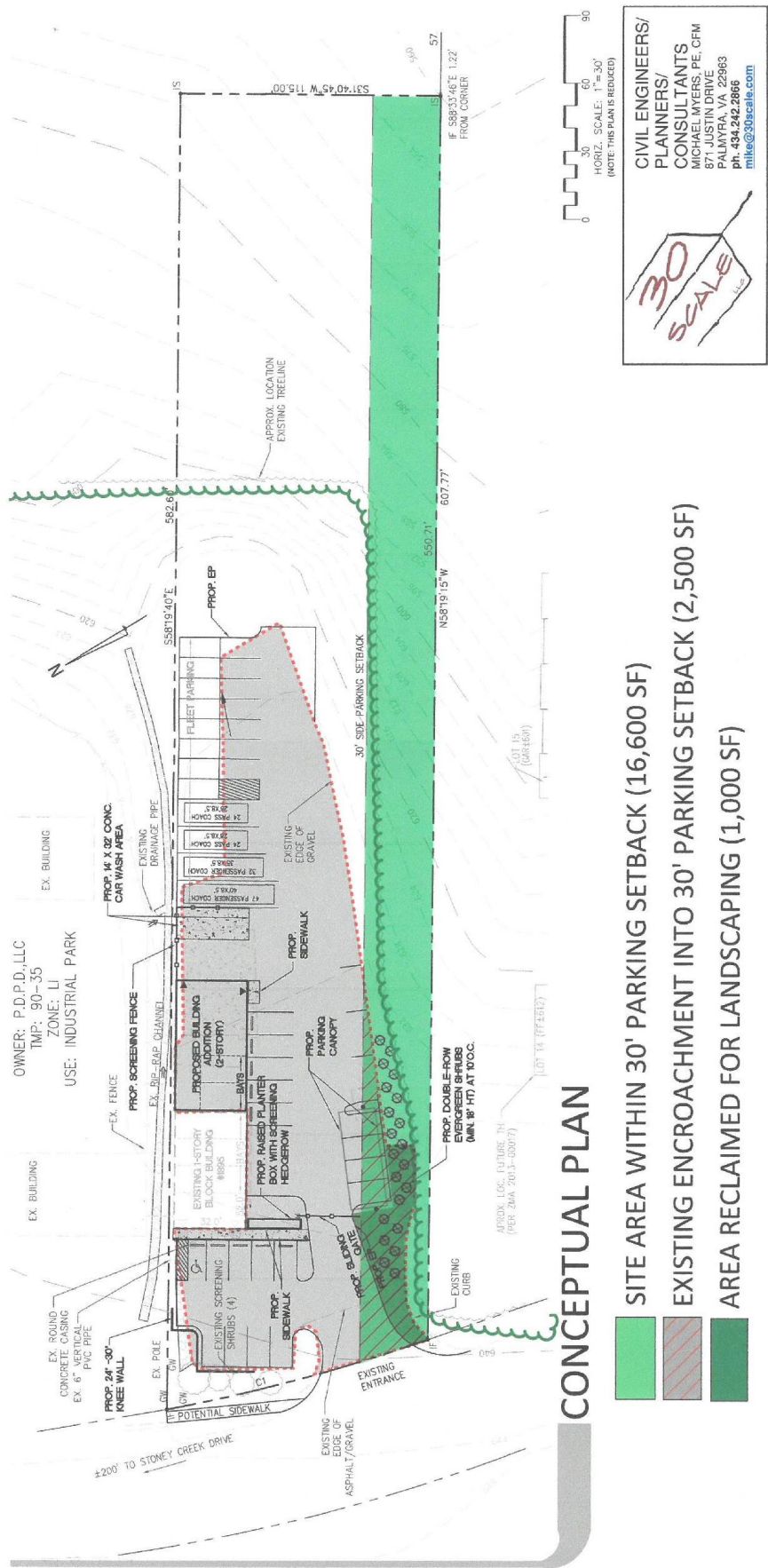
Approval of the modification would also be in harmony with the intent of the zoning ordinance and the Comprehensive Plan since the proposed redevelopment will mitigate the existing conditions in the encroachment area.

I thank you for taking the time to review this request and please let me know if you have any questions or require additional information.

Sincerely,

Michael Myers, P.E., CFM

Cc: Andrea Saathoff



CONCEPTUAL PLAN

- SITE AREA WITHIN 30' PARKING SETBACK (16,600 SF)
- EXISTING ENCROACHMENT INTO 30' PARKING SETBACK (2,500 SF)
- AREA RECLAIMED FOR LANDSCAPING (1,000 SF)

1895 AVON STREET EXTENDED - SPECIAL EXCEPTION REQUEST - CONCEPTUAL PLAN - JULY 30, 2018

Mr. Randolph **moved** that the Board adopt the proposed Resolution to approve SP-2018-00008, with conditions. The motion was **seconded** by Ms. Palmer.

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

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

**RESOLUTION TO APPROVE
SP 2018-08 1895 AVON STREET EXTENDED (VIRGINIA AUTO DETAILING)**

WHEREAS, the Owner of Tax Map Parcel Number 09000-00-00-035A1 (the "Property") filed an Application for a special use permit to establish an automotive detailing service, and the application is identified as SP201800008 Avon Street Extended (Virginia Auto Detailing) (SP 2018-08); and

WHEREAS, on September 25, 2018, after a duly noticed public hearing, the Albemarle County Planning Commission recommended approval of SP 2018-08 with revised conditions; and

WHEREAS, on November 14, 2018, the Albemarle County Board of Supervisors held a duly noticed public hearing on SP 2018-08.

NOW, THEREFORE, BE IT RESOLVED that, upon consideration of the foregoing, the staff report prepared for SP 2018-08 and all of its attachments, the information presented at the public hearing, any written comments received, and the factors relevant to the proposed use and a special use permit in Albemarle County Code §§ 18-24.2.1.2, 18-26.2, 18-26.3, and 18-33.40, the Albemarle County Board of Supervisors hereby approves SP 2018-08, subject to the conditions attached hereto.

**SP-2018-08 Avon Street Extended (Virginia Auto Detailing)
Special Use Permit Conditions**

1. Development and use of the Property shall be in general accord with the conceptual plan entitled "Conceptual Plan / 1895 Avon Street Extended" (hereafter "Conceptual Plan") prepared by Michael Myers, PE, CFM, dated July 18, 2018, as determined by the Director of Planning and the Zoning Administrator. To be in general accord, development and use shall reflect the following major elements shown on the Conceptual Plan:
 - a. Landscaping in the locations shown on the plan;
 - b. Screening comprised of a screen fence (sliding gate), screening fence, and landscaping;
 - c. Sidewalk along Avon Street Extended right of way;
 - d. Location of building addition and other structures; and
 - e. Location and extent of parking areas.
2. A sidewalk meeting County or VDOT specifications and designed to be consistent with any planned or existing sidewalk on adjoining properties shall be constructed to provide interparcel pedestrian connection as shown on the Conceptual Plan prior to the issuance of a Certificate of Occupancy.
3. The building mass, shape, height, and amount of architectural detail of the two-story building addition shall be similar to the perspective renderings contained in the Project Narrative, and shall be compatible with the existing building, as determined by the Director of Planning at the time of Building Permit review.
4. Any replacement landscaping along the Avon Street Extended frontage shall consist of street trees and shrubs, to be approved with the Final Site Plan.

Agenda Item No. 20. **PUBLIC HEARING: SP201800010 – Art Studio.**

PROJECT: SP201800010 – Art Studio (Painting).

MAGISTERIAL DISTRICT: Samuel Miller.

TAX MAP/PARCEL: 09000000000100.

LOCATION: 790 Old Lynchburg Road, Charlottesville, VA 22903.

PROPOSAL: Home Occupation to allow an art studio in an existing accessory structure instead of inside the home. Outside visitors are expected on a limited basis with no greater than 3 open studio events per year.

PETITION: Home occupation, Class B per Section 13.2.2(9) (reference 5.2) of the Zoning Ordinance.

ZONING: R-1 Residential - 1 unit/acre.

ENTRANCE CORRIDOR (EC): Yes.

OVERLAY DISTRICT(S): Flood Hazard Overlay District.

COMPREHENSIVE PLAN: Neighborhood Density Residential – residential (3-6 units/acre); supporting uses such as places of worship, schools, public and institutional uses and small-scale neighborhood serving retail and commercial, and Parks and Green Systems – parks, playgrounds, play fields, greenways, trails, paths, recreational facilities and equipment, plazas, outdoor sitting areas, natural areas, preservation of stream buffers, floodplains and steep slopes adjacent to rivers and streams in Neighborhood 5 in the Southern Urban Neighborhood.

(Advertised in the Daily Progress on October 29 and November 5, 2019.)

The Executive Summary forwarded to the Board states that at its meeting on September 4, 2018, the Planning Commission conducted a public hearing and voted 7:0 to recommend approval of SP201800010. A special use permit is required for a Class B home occupation due to the usage of an accessory structure. As part of the art studio use, permission was requested to hold up to three open studio events per year. Attachments A, B, and C are the staff report, action memo, and minutes from the September 4, 2018 meeting.

During review of this request, some community members expressed concern regarding visual and noise impacts to abutting properties caused by the traffic on the driveway to the studio, particularly during open studio events (Attachment D). Recommended conditions of approval would limit vehicle trips, hours of operation, and parking locations for open studio events.

The Commission raised a question about the adequacy of the proposed restrictions on vehicle trips and parking areas for open studio events to mitigate impacts. Staff believes that impacts on abutting properties would be minimal due to the infrequency of the events and conditions of approval.

The PC and staff recommend that the Board adopt the attached Resolution (Attachment E) to approve SP201800010 with the conditions attached thereto.

Mr. Andrew Knuppel, Neighborhood Planner, stated that the request was for a special use permit for a Class B home occupation with an accessory structure in a residential zoning district. He said the usage of an accessory structure or home occupation requires a special use permit in a residential zoning district. He presented a map that included the parcel and surrounding lots and noted that it was 18.65 acres, zoned R1 residential, with frontage on Old Lynchburg Road, contains the residue of the Tudor Grove estate, was surrounded by Mosby Mountain development, and was across the street from Southwood mobile home development and the future Biscuit Run Park. He said the bulk of the property was added to the development area in 2013, and the character of the property was fairly rural in nature, despite being surrounded by residential development. He presented an aerial photograph of the property and surrounding area and pointed out the main house and the art studio.

Mr. Knuppel explained that the proposal was for an art studio within a dedicated detached studio structure, occasional visitors are anticipated by invitation only, and expected traffic volume was well below what would be permitted for a by-right Class A home occupation. He said that included in the application was the applicant's request to host infrequent open studio events, likely up to three per year with a four-month interval between events, consistent with the character of an artisan trail, and there would be no outdoor amplified sound. He noted that the open meeting requirement was waived during the review process, though staff provided an opportunity for comment at a 5th & Avon CAC meeting in July. He said the owner of a neighboring property expressed concerns about the visual impact of traffic that would go along the driveway to the studio for events. He stated that the applicant had agreed with the neighbor to provide landscaping, and he noted that comments were included in Attachment D (copy on file) of the staff report. He presented a photograph of the driveway and said they believe the visual impacts would be minimal and mitigated by conditions of approval that limits the number of events, vehicles trips, hours of operation, and parking locations.

Mr. Knuppel stated that the Planning Commission voted unanimously to approve the request, subject to conditions, many of which were performance standards for a Class A home occupation as well as a major home occupation in the rural area that prohibits outdoor amplified noise and stipulates that traffic and hours of operation align with these standards. He noted that conditions 5 and 6 limits studio events to no more than three per year and no more than 35 vehicles round trips, which was in line with the Zoning Administrator's determination that open houses are permitted with major home occupations in the rural areas. He said that Condition 6 limits parking along the driveway to minimize visual impacts on the abutting properties and ensure safe access to the studio. He presented a slide that listed all the conditions followed by suggested motions.

Ms. Mallek commented that the number of visits seems very restrictive and asked if this arose out of the County Code or was suggested by the applicant. Mr. Knuppel responded that the applicant expects to hold only one event a year, but staff allowed three events, as well as expanded hours of operation, to be more in line with what could be expected for an artisan trail event, although the applicant does not expect to participate in the event at this time. He said the number of vehicle round trips came out of similar uses for major home occupations in the rural areas or an agricultural operation for a parcel of this size. He said the applicant agreed that the conditions seem reasonable.

Mr. Gallaway said it seems the conditions were unnecessarily restrictive; a seven-trip limit on vehicle trips per week and asked how this figure was determined. Mr. Knuppel responded that the seven trips would apply to regular traffic and not to open studio events, which was in line with what the Zoning Administrator determined was regular traffic for a Class A home occupation.

Mr. Gallaway expressed hope that they were not restricting the artist's work to inside the studio. Mr. Knuppel remarked that the same comment came up at the meeting of the Planning Commission, and they took this language from the current home occupation boilerplate language with the intent to ensure that events were within the studio.

Mr. Kamptner responded that this was his understanding. If the artist was painting in the house, then it was not a home occupation. He clarified that it was the fact that a building separate from the residence was being used that require the special permit.

Mr. Gallaway said that it was for the business of transacting with customers, not the occupation of being an artist. He added that if they restrict painting to the studio then they are saying the artist could not paint outside, which was ridiculous.

Ms. Mallek stated that it was clarified that she was free to do that.

Mr. Gallaway remarked that he assumes it was the transaction with clients that was restricted to the studio. Mr. Kamptner confirmed this.

Ms. Mallek opened the public hearing and invited the applicant to come forward.

Ms. Abby Kasonik, the applicant, addressed the Board. She said she has been a professional artist in Charlottesville for 15 years, and prior to that had a studio in Earlysville for eight years. She said she has gotten along with neighbors and has not had any complaints, as it was just her working on drawings. She said she has had an open studio every couple of years so the allowance of three per year was not something she planned to do. She remarked that the limit of 35 vehicles for open studio events seems a little small, but she could work with this.

Ms. Palmer asked if she would expect more vehicles for an open house. Ms. Abby responded that some events are very small, and others are larger.

Ms. McKeel read comments by Mr. Dotson, at the Commission meeting, about parking that limits to four vehicles in the driveway up to 35 invited guests.

Mr. Randolph recalled that a neighbor expressed concern about lighting and visibility of the cars. He said this presents a scenario in which there was not a caravan coming through. He noted that Shawn Brydge had written an email that was included in the packet, Attachment D (copy on file), in which he indicated that the specific restrictions for this request that applies to usage, frequency, and car trips were viewed positively by him and if approved, the concept could easily be used for a precedent for more obtrusive structures that directly affect more people. Mr. Randolph remarked that a future Board would be well aware of the conditions that apply here, and he does not see a concern.

Ms. Palmer said she discussed this at length with her Commissioner and was clearly convinced that this was not a major issue.

There being no other public comments, Ms. Mallek closed the public hearing.

Ms. Palmer **moved** that the Board adopt the proposed Resolution to approve SP 2018-0001 with conditions as presented. 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. Dill, Mr. Gallaway, Ms. Mallek and Ms. McKeel.

NAYS: None.

RESOLUTION TO APPROVE SP 2018-10 ART STUDIO (PAINTING)

WHEREAS, the Owner of Tax Map Parcel 09000-00-00-00100 filed an application to establish an art studio as a Class B home occupation within an existing structure accessory to the dwelling located at 790 Old Lynchburg Road and the application is identified as Special Use Permit 2018-10 Art Studio (Painting) ("SP 2018-10"); and

WHEREAS, on September 4, 2018, after a duly noticed public hearing, the Albemarle County Planning Commission recommended approval of SP 2018-10 with conditions; and

WHEREAS, on November 14, 2018, the Albemarle County Board of Supervisors held a duly noticed public hearing on SP 2018-10.

NOW, THEREFORE, BE IT RESOLVED that, upon consideration of the foregoing, the staff report prepared for SP 2018-10 and all of its attachments, the information presented at the public hearing, any written comments received, and the factors relevant to a special use permit in Albemarle County Code §§ 18-5.2, 18-13.2.2(9), and 18-33.40, the Albemarle County Board of Supervisors hereby approves SP 2018-10, subject to the conditions attached hereto and all applicable performance standards in the Albemarle County Code.

* * *

SP-2018-10 Art Studio (Painting) Special Use Permit Conditions

1. The home occupation shall be conducted entirely within the studio structure.
2. No outdoor amplified sound shall be permitted in accordance with the home occupation.
3. Visitors shall be permitted by invitation only. The traffic generated by the home occupation shall not exceed more than seven (7) vehicle round trips per week, with the exception of open studio events.
4. Visitors may be permitted up to six (6) days per week between the hours of 7:00 a.m. and 8:00 p.m.

- 5. No more than three (3) open studio events shall be allowed per calendar year. An open studio event may be held between 10:00 a.m. and 8:00 p.m. on a single day.
- 6. The traffic generated by an open studio event shall not exceed more than thirty-five (35) vehicle round trips per event. Vehicles shall not be parked along the driveway to the studio shown in the Concept Plan in Attachment C of the staff report.

SP201800010 Art Studio (Painting) – Concept Plan



Agenda Item No. 21. From the Board: Committee Reports and Matters Not Listed on the Agenda.

Item No. 21a. Discussion: Local Authority for Decisions Regarding Statues and Monuments.

Ms. McKeel said, in light of the Board's upcoming meeting with state legislators, she requested that the Board hold a discussion on its desire to have local control over statues and monuments for inclusion in this year's legislative packet. She said that Mr. Kamptner has been conducting some research.

Mr. Kamptner updated the Board on the City's position, indicating that they are unsure as to whether they would request legislation for 2019, and City Council would meet the following week to review its legislative priorities. He said that last year, six bills were introduced in the General Assembly

related to monuments. Delegate David Toscano's bill, HB 1225, would add the following language: "A locality may also remove or provide for the upkeep, maintenance, or contextualization of any such monument or memorial located in its public space, regardless of when erected." Mr. Kamptner noted that the bill failed in the Counties, Cities, and Towns Subcommittee by a 6-2 vote. He stated that the bill would legislate or enable contextualization. There was a rule of statutory construction, which does not have much weight in Virginia, that courts in other states look at failed legislation as an indication of legislative intent and if they were in other states, the failure of this bill and the failure to grant authority to contextualize monuments or war memorials would indicate that this authority does not exist. He said this would be a stretch in Virginia, but he would not recommend that the Board ask for enabling authority to contextualize, as it indicates they do not have that authority now.

Mr. Kamptner next reviewed SB 444 introduced by Senator Wexton: "A locality may also remove, relocate, or alter any monument or memorial, regardless of when erected." He described this as being simpler and said it was passed by indefinitely by the Committee on Local Government by a vote of 7-6.

Mr. Kamptner next reviewed HB 1097 introduced by Delegate Levine: "C. Upon the affirmative vote of a governing body of a locality in which a monument or memorial was located, the locality may relocate the monument or memorial to a museum of the locality's choice. However, if the monument or memorial was not owned by the locality, the owner of the monument or memorial shall be given an opportunity to reclaim or relocate the monument or memorial within six months of notice from the locality. After six months, if the owner of such a monument or memorial declines the opportunity to reclaim or relocate the monument or memorial in question, the locality shall be authorized to proceed with the relocation." He said the bill was passed by indefinitely in subcommittee by a vote of 6-2. He said this bill would carve out an exception rather than change the overall structure of the statute, and it gives the governing body authority to relocate a monument or memorial to a museum and set up a procedure if the locality does not own the monument or memorial.

Ms. Mallek asked if the word "alter" could mean the telling of a more complete story. Mr. Kamptner responded that it means a monument could not be disturbed or interfered with.

Ms. Palmer remarked that it seems to her that when they discussed this a few weeks earlier, it was determined that the number of bills any representative could take through at one time was limited and the Board made a decision on at least one that it was not efficient to use the limited number of bills in that way. Mr. Kamptner note that David Blount was the expert on the number of bills that legislators could introduce in a short session, and he had said the limit was 15 bills.

Ms. Mallek encouraged Supervisors to join a VACO steering committee and distributed a signup sheet. She said that Ms. Palmer was serving on Finance, Mr. Randolph was serving on General Government, and she (Ms. Mallek) was serving on Environment and Agriculture.

Mr. Randolph added that he has signed up for Economic Development and Planning, in addition to General Government.

Ms. McKeel said she would think about Transportation.

Mr. Randolph noted that November 9 was the anniversary of Sheri Ann Ford's murder, which was still unsolved. He said that Ms. Ford was Miss Albemarle and attended the University of Virginia but then left for New York City in 1997, where she was murdered.

Mr. Kamptner presented an update on the inventory of historical assets presentation. He noted that a state law enacted by the General Assembly in 1900 gave the Board and City Council the authority to contribute to the erection of a confederate monument in Court Square and to levy a special tax for that purpose. He said a 1904 state law granted the authority to erect confederate monuments in the public square of the County seat.

Mr. Dill pointed out that the law made it unlawful for a county to disturb or interfere with such a monument.

Mr. Randolph pointed out that the words "disturb" and "interfere" could be interpreted in a way that make it very difficult to contextualize.

Mr. Kamptner presented the Board's resolution adopted December 16, 1908, which concurred in the erection of a statue. He noted that the law required the judge to authorize the erection of the statue in Court Square, though they have not found any written authorization and believe that it was implied and did not have to be in writing at that time.

Mr. Kamptner presented the following evolution of the law:

- The 1904 Act of Assembly was now codified in Virginia Code 15.2-1812
- The law has gone through several amendments, expanding to include additional wars, to include not only monuments, but also memorials of any war or conflict, and, in 1997, to extend its application to cities.
- The law has always prohibited removing the monuments that were erected as provided under the law.

He explained that litigation was underway regarding whether this statute applies retroactively.

Ms. Palmer asked Mr. Kamptner to comment on the status of City Council members who could be held personally responsible. Mr. Kamptner responded that he has been told that the judge has tentatively ruled that they could be held personally liable, though a final ruling has not been made.

Ms. McKeel said she discussed with Mr. Kamptner if it was only the members who voted for this or the entire Council that would be held liable, and then what one does if the Board supports something that is against state law, and the member could be held personally liable.

Mr. Dill said he wondered whether it was a vote for removal of the statues or the act of actually taking them down that make one liable. Ms. McKeel responded that it applies to removal if one voted for it. Mr. Kamptner remarked that it was the act of the City Council, but he is not privy to all the legal aspects.

Mr. Kamptner presented a slide with key passages of Virginia Code 15.2-1812:

- A locality may, within the geographical limits of the locality, authorize and permit the erection of monuments or memorials for any war or conflict, or for any engagement of such war or conflict (followed by a list of wars and conflicts)
- If such were erected, it shall be unlawful for the authorities of the locality, or any other person or persons, to disturb or interfere with any monuments or memorials so erected.
- For purposes of this section, disturb or interfere with includes removal of, damaging or defacing monuments or memorials, or in the case of the War Between the States, the placement of Union markings or monuments on previously designated Confederate memorials or the placement of Confederate markings or monuments on previously designated Union memorials.

Ms. McKeel commented that as Mr. Kamptner has said, Board members take an oath to uphold the state constitution and laws, which is the issue.

Mr. Kamptner presented slides with definitions from Webster's Dictionary of memorial, monument, context, disturb, and interfere.

Mr. Kamptner said that a question was raised by the Fluvanna County Historical Society as to whether the addition of an Emancipation Proclamation monument would constitute disturbing or interfering with the existing statues in the County's Civil War park. He said the Attorney General concluded in October that it would not impact the previously installed memorial.

Ms. Palmer remarked that it could not prudently be placed just in front of it.

Ms. McKeel said they have been talking about bringing the Equal Justice Initiative steel plaque from Montgomery and having it placed somewhere in the area, which would be a juxtaposition.

Mr. Kamptner addressed a question posed to him by Mr. Randolph regarding the definition of disturb: Could an alternate definition apply such as "to deprive the peaceful enjoyment" or "to stir up trouble"? He said that the way he read the definitions was that they speak to how the person who was looking at the statue was affected, whereas the law itself refers to how one was disturbing the physical monument or memorial. He stated that the law does not get to how something affects the person viewing the monument.

Mr. Kamptner addressed the following question posed to him by Mr. Randolph regarding the definition of interfere: Could an alternative definition apply such as "come into collusion with, clash with another object, or alter its previous arc"? He said that a monument could be encased with a superstructure that might interfere with the statue itself.

Mr. Kamptner addressed a second question posed by Mr. Randolph regarding the definition of interfere: Could a different alternative definition apply that would allow persons to argue that their customary enjoyment of the statue was interrupted, diminished, and meddled with by the rectifying historical corrections? He said these impacts on the viewer are different than interfering with the statue itself and in most situations, he would not see a problem with contextualizing a statue by providing other information about the history of the monuments and the war.

Mr. Kamptner presented a slide with a list of what was being done in several other Virginia localities. He noted that the Richmond City Council decided in October not to request enabling authority from the General Assembly.

Mr. Kamptner presented a slide with legal options:

- Leave the statue and other historical assets in Court Square as they are
- Add historical context to the statue and other historical assets in Court Square
- Initiate or support an amendment to Virginia Code 15.2-1812 that would allow a monument or memorial for any war to be: Moved from any location owned by the locality, and relocated or not at the locality's discretion., Moved from courthouse grounds and relocated or not at the locality's discretion., Modified by, for example, removing them from pedestals and placing them on the ground.

Ms. McKeel pointed out that they have had bills fail that were re-submitted another year and had success, and just because the bill failed last year does not mean they should not try again this year. She said they just have to figure out how to ask.

Ms. Palmer added that if they did submit a bill, it should be set up so that it has a chance to pass. She said this makes it even more important to put something else out there such as the Emancipation Proclamation or whatever they decide to do. Ms. McKeel responded that most likely, the Equal Justice Initiative would have something for them to erect for balance.

Mr. Dill expressed support for trying to figure out a contextualization that would work. He added that although it was highly unlikely the law would change to allow them to vote to take down the statues, there may still be value in terms of the Board's relationship with the community to demonstrate that they would like to have this power and would like to remove the statues. Ms. McKeel agreed.

Mr. Gallaway stated that the issue was one of local control, which they want to put in their packet. They have discussed the issue of local control in many areas. He stressed that once a groundswell of support develops around an issue, it could compel change, and this could be the difference in asking state legislators to bring this forward again. He expressed his desire for local control over this decision.

Mr. Randolph stated that the 1904 law really constrains them, and with the current configuration of the General Assembly where downstate and rural interests dominate, they would not see a change in the law.

Mr. Gallaway recounted how a few years ago when he served on the School Board in advocating for things, he did not think there would be a House of Delegates beyond the current numbers, but this has changed dramatically and so there are wins that could change these things.

Mr. Randolph remarked that maybe the wins would come but maybe they would not. He said he does not want to establish a red flag here and argue that a locality may also remove them, because when this came from Delegate Toscano, it automatically was Charlottesville's bill and there was a reaction everywhere about removal. He said he would much rather address this incrementally and get permission to contextualize to rectify the imbalance of the story and then hope that Mr. Gallaway's wave arrives in the future. He speculated that people may feel that contextualization really tells the story and balances the lost cause.

Mr. Randolph said he could make an argument, from the standpoint of German history, that if you try to deny an element of your history, it has a way of coming back, as the greatest rise in the German voting population was on the alt-right because they were not allowed to discuss it for many years. He said they have to recognize the good, bad, and the ugly of history. He said that perhaps the time would come in the future when they decide to eliminate it all, though that was not his decision now. He reiterated his position that they should seek permission to contextualize and counterbalance the lost cause argument as a forward step and then link up with other Virginia localities to make a movement for change.

Mr. Dill asked about having a movement to get plans to contextualize rather than a legal principle kind of thing. He posed the idea of having a contest to obtain ideas. Mr. Randolph indicated his support for the idea of a contest that would engage students.

Ms. Mallek acknowledged the work being done by Siri Russell, with much yet to be done, and said they might benefit from getting that done first to get a sense of which options are the best.

Mr. Kamptner stated that as long as existing monuments or memorials are not interfered with or disturbed, contextualization was fine and not prohibited.

Mr. Randolph said they need to look at that and figure out an approach and target. He suggested they create a body to interface with the Board to involve the citizenry and determine the best way to go about it.

Mr. Gallaway remarked that he thinks they had a plan in place to tell history in a more complete fashion, and the issue before the Board was whether to put this on the legislative agenda, which he supports doing. He pointed out that the authority that was granted to the County to erect a statue prevents them from undoing it, and it should be an encompassing authority.

Ms. McKeel asked Mr. Kamptner to add this to the Board's legislative packet. She acknowledged that there was Board consensus.

Mr. Kamptner said that if the Board was concerned about facing the same result as last year, one idea would be to further tailor it for the local situation, which was that the statue was in front of a courthouse. He said there was removal, relocation, and other ways to deal with it.

Mr. Randolph remarked that he would like to see the County be successful, and he proposes that they advocate for the legislation to say that a locality may contextualize or alter any such monument or memorial regardless of where erected and leave it to removal and relocation when the wave arrives. He said that the placement of the word "removal" was a red flag and this legislation would go nowhere.

Ms. Mallek asked if they need the word "alter," as this word does exactly the same thing and means they are messing with whatever was put on the sides of the statue.

Ms. McKeel said she was worried that they would be asking for permission for something they already have.

Mr. Kamptner stated that they already have the authority to contextualize as long as they do not interfere or disturb the monument or the memorial.

Mr. Dill said that one way to contextualize would be to just tell the story of that statue and what speakers said on the day it was put up.

Mr. Gallaway stated that he was happy to ask for control and authority over County property, and in the meantime, he thinks they should exercise as much control and authority as possible over that property.

Mr. Kamptner stated that there was a consensus to do something and indicated he would work with Delegate Toscano, come up with some draft language, and figure out a way to circulate it among the Board for feedback. He said he would also talk to Delegate Toscano about reaching out to the delegation ahead of time so they would know.

Ms. Mallek announced that funding was complete for renovation of the Blue Ridge tunnels, with work to begin in about a month. She said they would take the bulkheads out of the middle, continue the trail, and do the western trail down towards Waynesboro.

Ms. Palmer provided an update from the Rivanna Water and Sewer Authority. She said the RWSA would hold a community meeting the following night for Bellair and the water line going under the golf course. She said the bids they received were substantially less than the cost estimate, which was very exciting.

Mr. Dill stated that it was important for key programs to get started early so they have plenty of time to consider possibilities, talk to outside experts, and do budgeting. He said the County does a lot with low-income housing and talk about it. He gave the example of Park's Edge, for which they partnered with Piedmont Housing Alliance and AHIP to maintain and improve. He pointed out that unlike most budget categories, the housing fund was only funded with excess money from the budget. He said that it was important to have a housing fund that was regularly funded. He stated how important the issue of housing was, as one could not do anything without a safe place to live. He said he is seeking to have a general understanding from the Board that they would take a serious look at low-income housing in the upcoming budget.

Mr. Palmer thanked Mr. Dill for the work he was doing. She said she wants people to be aware of the 96 units that are going in at Brookdale near Region Ten, which represents a substantial investment and would provide rental housing for those at 60% of average monthly income.

Mr. Randolph commented that in the budget for Community Development, there was almost \$500,000 and for AHIP and \$65,000 for the Piedmont Housing Alliance, which represents a level of ongoing commitment by the County. He added that an additional housing person has been hired to work with Ron White. He noted that neither affordable housing nor broadband were included as strategic priorities for 2019–2020 and both came in from the outside to become much more important priorities. He recounted how Supervisors were asked to rank priorities, and the media interpreted the result of this exercise to mean that the Board placed a low priority on affordable housing, which was not an accurate conclusion. He explained that most of the Board see the commitment to Southwood as being a priority and put their highest priorities elsewhere since it was already being addressed. He explained that a similar situation occurred with broadband, which was a priority two years ago. He stated that they have made affordable housing a higher priority, and he thinks they would continue to ratchet it up as a priority. He pointed out how residential transient lodging has the impact of reducing affordable housing and the irony that some who advocated for Airbnb also advocated for affordable housing.

Ms. Palmer asked Mr. Dill if his request was to set aside an amount of money in the budget that was clearly for affordable housing.

Mr. Gallaway pointed out that the Board's action the previous week depleted funding that was put aside in the affordable housing fund. He recalled that \$1 million was set aside in January but was allocated immediately to Southwood, and he raised the question at the time as to whether it was appropriate to have \$1 million assigned to that. He said that if there was truly \$1 million in there, it should have been \$1.6 million to cover Southwood, and they would still have money to open themselves up to opportunity. He said the money was now gone and if something was to come up before the next budget cycle, they would have to find it somewhere else. He said that what he thought they were asking for was money to come forward to get back into that fund so they have the same flexibility to take advantage of affordable housing opportunities as they come up and, in the meantime, he hopes they have a contingency so they would not have to wait until 2019.

Ms. McKeel said she has been told by staff that they would have the opportunity to add money back into that fund in January during the budget cycle. Mr. Gallaway responded that he has also been told this and said that in addition to bringing forward monies to replenish the fund, he wants to find other resources to go into the fund. He stated that although affordable housing was not on their list, it was an

important part of what the County does and would be something they would be addressing ongoing for quite a while. He said they need to get all their tools on the table so that with the limited resources they have, they could target the most effective ones that have the greatest amount of impact. He wonders if it was legal for developers to pay into a fund and said this was a question he would like to have answered. He added that if they could get other resources and use leveraging, the fund would grow faster, and they would have more to work with.

Ms. McKeel speculated that they could partner with religious organizations. She recounted a recent discussion with Mike Murphy from Charlottesville about the RHF Foundation, United Church of Christ retirement communities that they are building all over the country, and he said he would be very interested in a partnership and asked her to send him the information. She added that a housing needs assessment was being conducted right now by TJPDC and she would not be inclined to do anything until she sees this, though she was not saying she would not put money in a fund in January or February. She pointed out that they have a newly created Regional Housing Partnership.

Ms. Palmer remarked that because of all the different ways they work with affordable housing, they need an affordable housing policy and she would like to have a tally of what they have done with affordable housing and the amount of money that was going into this so they could communicate this to the public.

Mr. Dill remarked that this leads to the policy linked to a vision for the efforts and how they set the budget.

Ms. McKeel commented that the Board cannot have this discussion until the housing needs assessment was complete and they see what comes from the regional housing partnership. She reiterated her support for placing some funds in the housing fund.

Mr. Gallaway recognized that all Board members see affordable housing as an incredibly critical issue and they feel like they were late in the race, so they want to get to the front by allocating resources and using them in the best way. The best time to allocate resources is during budget time.

Ms. McKeel stated that it would take other partners.

Mr. Gallaway said he was joining the regional partnership board and stated that this was a regional issue and not just an issue for Albemarle.

Mr. Randolph corrected for the record that in this fiscal year, AHIP receives \$412,000 and PHA gets \$35,750, prior to the Board's decision to allocate additional funds to Park's Edge.

Ms. Mallek added that the County put in \$750,000 for 376 privately developed units using low-income tax credits this year plus funds for Southwood and Brookdale. She said that \$8.5 million was allocated for FY18 in combined cash and nonprofits, which she said was not insignificant. She said they need to have a very careful deliberation about how to go forward, based on where they are today. She noted that they have worked with private enterprise and tried to use whatever County dollars there are to provide brick and mortar shelters for people to live in. She stated that they cannot qualify for the same programs the City has, so doing something with the City was not possible statutorily. She remarked that leveraging outside money was the only way they could survive with their tax dollars.

Mr. Randolph recognized that some churches that are land rich have stepped up and offered to have affordable housing built on their property and have entered the affordable housing business as a commitment.

Mr. Dill recognized that Ms. McKeel has talked about having a community of affordable housing for teachers and police officers. Ms. McKeel responded that a meeting was being scheduled to discuss the potential for affordable housing on school property.

Mr. Dill remarked that it does not just have to have teachers but could be a more diverse community of seniors and those with low incomes.

Mr. Dill expressed that with some County departments, they formulate a regular line item budget every year, yet with housing they do not do this in a cohesive way. Ms. Mallek responded that the short answer was that it has been seen as mainly a private enterprise investment.

Mr. Randolph remarked that the amount of money allocated to housing cited by Ms. Mallek does not factor in staff time, which was equivalent to hundreds of thousands of dollars.

Mr. Gallaway asked Mr. Henry if it was clear that this need to come back during budget time. Mr. Henry responded that he has taken notes and would speak with Mr. Richardson and Ms. Allshouse.

Ms. Palmer recalled that when she questioned Elaine Echols last year about all the affordable housing going into the 5th Street area, she pointed out that there was insufficient infrastructure such as bus service. She noted that Ms. Echols had said there are many spots to place affordable housing in and around the urban area, but they need to make sure they are not concentrating it all in one spot and are putting it near transportation.

Ms. McKeel remarked that they are putting it all in one spot currently and without transit, it could not be moved anywhere else.

Ms. Mallek pointed out that there are hundreds of units in Crozet, but without access to JAUNT bus service, it was less effective.

Mr. Randolph informed the Board that an application would soon be brought forward for affordable housing along Route 20 in the southern part of the County where there was currently no bus transportation. He mentioned the importance of getting transportation figured out with logical places for bus stops and affordable housing.

Ms. McKeel said they are close to getting a contract with Charlottesville Area Transit and would be ratcheting up the work in January.

Mr. Randolph remarked that in addition to CAT, they need to think about who the other players in a regional partnership could be.

Mr. Gallaway relayed Nancy Carpenter's point about supporting the Emergency Assistance Fund and groups that support it, and this would be part of the conversation around budget time.

Mr. Randolph stated that they have to balance all the needs and determine priorities and how best to address them.

Mr. Gallaway commented that votes on budgets reflect the Board's values.

Agenda Item No. 22. From the County Executive: Report on Matters Not Listed on the Agenda.

Mr. Henry thanked the Board for sponsoring the Veteran's Day ceremony on Sunday led by American Legion Post 74. He said that about 250+ had attended, including Supervisors McKeel, Palmer, and Gallaway.

Agenda Item No. 23. Adjourn to December 4, 2018, 9:00 a.m., Room 241.

At 10:11 p.m., Ms. Mallek adjourned the Board to December 4, 2018, 8:30 a.m., Room 241.

Chairman

Approved by Board
Date 10/02/2019
Initials CKB