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| <p><u>Partners (Sign #59).</u> (Applicant requests deferral until July 7, 2004)</p> <ul style="list-style-type: none"> • DEFERRED until July 7, 2004. | |
| <p>5.3 Resolution: Ravens Homeowners Association Child At Play Signs.</p> <ul style="list-style-type: none"> • ADOPTED resolution. | <p><u>Clerk:</u> Forward resolution to Juan Wade to coordinate installation of signs. (Attachment 2)</p> |
| <p>5.4 Resolution: Foxcroft Owners Association Child At Play Signs.</p> <ul style="list-style-type: none"> • ADOPTED resolution. | <p><u>Clerk:</u> Forward resolution to Juan Wade to coordinate installation of signs. (Attachment 3)</p> |
| <p>5.5 Intergovernmental Agreement on the Juvenile & Domestic Relations District Court Facilities.</p> <ul style="list-style-type: none"> • APPROVED the Agreement and AUTHORIZED the County Executive to sign the Agreement on behalf of the County. | <p><u>County Attorney's office:</u> Provide Clerk with fully executed agreement after all signatures have been received. (Attachment 4)</p> |
| <p>5a. Board to Board Presentation, School Board Chairman.</p> <ul style="list-style-type: none"> • RECEIVED. | |
| <p>6a. Transportation Matters: Resolution: Meadow Creek Parkway Design.</p> <ul style="list-style-type: none"> • ADOPTED resolution endorsing the design of the Meadow Creek Parkway and pedestrian/ bike trail, and the limits for proposed public land and public easement, as presented in the design public hearing with the conditions. • CONSENSUS to direct staff to investigate preliminary research on joint City/County funding the construction of an interchange at McIntire Road if the Meadow Creek Parkway is built, and then requesting VDOT to accelerate the project. Ms. Thomas suggested staff also look at current legislation whereby VDOT would pay back localities for projects that are in their Six Year Plans. | <p><u>Clerk:</u> Forward resolution to Jack Kelsey to proceed and forward to appropriate individuals. (Attachment 5)</p> <p><u>Mark Graham:</u> Proceed as directed.</p> |
| <p>6b. Transportation Matters not Listed on the Agenda.</p> <p><u>Jim Bryan:</u></p> <ul style="list-style-type: none"> • Introduced Mr. Morteza Saleih, VDOT Culpeper District Administrator. <p><u>Ken Boyd:</u></p> <ul style="list-style-type: none"> • Referring to VDOT's monthly report, he asked about scheduling of the rustic rural roads. The report shows Taylors Creek Road as the next road on the list after Gilbert Station Road. He thought the second rural rustic road was Allen Road. Mr. Bryan said he would check into it. • Asked about the status of Doctor's Crossing. Mr. Bryan said VDOT can do a portion (approximately first 2 miles) of the road as rural rustic. The topography prevents the entire roadway from being rural rustic. <p><u>Dennis Rooker:</u></p> <ul style="list-style-type: none"> • Mentioned getting together with Mr. Bryan to plan for potentially widening the shoulders on Garth Road for bike lanes/paved path. Need to look at doing some preliminary work if this will be included in the Six Year Plan. Mr. Bryan said VDOT has done an initial spread sheet on bike lane priorities which he will share with Mr. Rooker. <p><u>Sally Thomas:</u></p> <ul style="list-style-type: none"> • She continues to get complaints about how messy the sides of the roads are with paper, | <p><u>Clerk:</u> Forward comments to Jim Bryan.</p> |

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| <p>cans, etc. She asked if VDOT could make an effort to push the Adopt-A-Highway program. She also suggested adding the program to the County's web page. Mr. Bryan said he would see what VDOT could do to market the program a little better.</p> <p><u>David Wyant:</u></p> <ul style="list-style-type: none"> • Mentioned meeting with Mr. Bryan to discuss two drainage easement problems in Crozet. | |
| <p>7. Ordinance to approve a new Agreement between the City of Charlottesville and the County of Albemarle to provide for the continued joint funding and operation of a local Convention and Visitors' Bureau.</p> <ul style="list-style-type: none"> • APPROVED the Agreement and Ordinance. | <p><u>Clerk:</u> Forward signed ordinance to County Attorney's office. (Attachment 6) <u>County Attorney's office:</u> Provide Clerk's office with copy of fully executed agreement after signed by City. (Attachment 7)</p> |
| <p>8. Presentation: Department of Social Services Adult Division Program.</p> <ul style="list-style-type: none"> • RECEIVED report. | |
| <p>9. Appeal: ARB-2004-11. Goodwill Industries Sign.</p> <ul style="list-style-type: none"> • DENIED appeal and upheld the decision of the ARB. | <p><u>Margaret Maliszewski:</u> Proceed as approved.</p> |
| <p>11. Public hearing: Proposed FY 2004 Budget Amendment.</p> <ul style="list-style-type: none"> • APPROVED the FY 2004 Budget Amendment in the amount of \$3,126,763.62 and APPROVED Appropriations #2004073, 2004074, 2004075, 2004076, 2004077 and 2004078. | <p><u>Clerk:</u> Forward signed appropriation forms to Melvin Breen and copy appropriate individuals.</p> |
| <p>12. Third Quarter Financial Report.</p> <ul style="list-style-type: none"> • RECEIVED report. | |
| <p>13. Work Session: Stormwater Master Planning Financing Options.</p> <ul style="list-style-type: none"> • For June 2nd work session, staff to identify the pros and cons of a county-wide program vs. development areas program, including staffing needs and level of service recommended. | <p><u>Mark Graham:</u> Provide information as requested.</p> |
| <p>14. Closed Session: Personnel and Legal Matters.</p> <ul style="list-style-type: none"> • At 11:55 p.m., the Board recessed for closed session pursuant to Section 2.2-3711(A) of the Code of Virginia under Subsection (1) to consider appointments to boards, committees, and commissions; and under Subsection (3) to consider the acquisition of property for a public facility use. | |
| <p>15. Certify Closed Session.</p> <ul style="list-style-type: none"> • At 1:30 p.m., the Board reconvened into open session and certified the closed session. | |
| <p>16. Appointments.</p> <ul style="list-style-type: none"> • REAPPOINTED Timothy Tolson to the Library Board, with said term to expire June 30, 2008. • REAPPOINTED Fred Copeland to the Community College Board of Directors, with said term to expire June 30, 2008. • APPOINTED Claude Foster to the Board of Social Services, as the White Hall District representative, with said term to expire December 31, 2007. • APPOINTED David Wyant as the Board's liaison on the ACE Committee. • APPOINTED Clarence Roberts to the Albemarle County Service Authority with said | <p><u>Clerk:</u> Prepare appointment letters, and update Boards and Commissions book and web page.</p> |

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| | term to expire April 16, 2008. | |
| 17. | Strategic Plan Quarterly Report. • RECEIVED report. | |
| 18. | Public hearing: Proposed Lease Amendment for the Old Crozet Elementary School pursuant to Virginia Code section 15.2-1800(B). • AUTHORIZED the County Executive to sign the amendment to the lease. | <u>County Attorney's office:</u> Provide Clerk's office with copy of lease amendment after signed by Charlottesville Waldorf School. (Attachment 8) |
| 19. | STA-2001-08, Comprehensive Revision of Subdivision Ordinance, Discussion and Update on Review Process. • SCHEDULED work session on June 2nd and requested staff invite interested entities to participate in roundtable discussion. | <u>Clerk:</u> Schedule Room 235 for work session. <u>Community Development:</u> Notify appropriate entities for roundtable discussion. |
| 20. | Work Session: ZMA-2002-09, North Pointe. • SET additional work session for June 2 nd . Staff to provide a recommendation after reviewing the proffers and plans that have been submitted. | <u>Clerk:</u> Include on June 2 nd agenda. <u>Community Development:</u> Proceed as directed. |
| 21. | Work Session: CPA 2003-07, Crozet Master Plan Comprehensive Plan Amendment (Items 1 and 2). • SET additional work session for June 2 nd . | <u>Clerk:</u> Include on June 2 nd agenda. <u>Wayne Cilimberg:</u> Provide additional information. |
| 22. | From the Board: Matters Not Listed on the Agenda. • CONSENSUS of Board to wait until after the June 2 nd work session to schedule a public hearing on North Pointe. <u>Sally Thomas:</u> • Announced that the Lewis and Clark Festival was a success. The Lewis and Clark video has been picked up by 70 stations nationwide. • On September 17, 2004 the Virginia Department of Game and Inland Fisheries will unveil a book about birding in the community. <u>Dennis Rooker:</u> • Asked about the impact of the Lewis and Clark site on an eastern connector. • Mentioned the issue of a public hearing to consider joining TJPED. CONSENSUS to schedule a Board discussion on economic development. <u>Ken Boyd:</u> • Will be holding a town hall meeting on May 20, beginning at 6:30 p.m., at Sutherland Middle School to update the public on proposed developments and road plans for the Hollymead/Route 29 corridor. | <u>Clerk:</u> Schedule on July 7, 2004 agenda. |
| 23 | Adjourn. • The meeting was adjourned at 5:55 p.m. | |
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Attachment 1 – Youth Week Proclamation

Attachment 2 - Resolution: Ravens Homeowners Association Child At Play Signs

Attachment 3 - Resolution: Foxcroft Owners Association Child At Play Signs

Attachment 4 - Intergovernmental Agreement on the Juvenile & Domestic Relations District Court Facilities

Attachment 5 – Meadow Creek Resolution

Attachment 6 – Ordinance – Charlottesville-Albemarle Convention & Visitors' Bureau Agreement

Attachment 7 - Charlottesville-Albemarle Convention & Visitors' Bureau Agreement

Attachment 8 – Charlottesville Waldorf School Lease Amendment

YOUTH WEEK

WHEREAS, *the Benevolent and Protective Order of Elks has designated the week beginning on the first Sunday in May as Youth Week to honor America's junior citizens for their accomplishments, and to give fitting recognition of their services to community, state and nation; and*

WHEREAS, *Charlottesville Elks Lodge 389 will sponsor an observance during that week in tribute to the junior citizens of this community; and*

WHEREAS, *no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and*

WHEREAS, *our youth need the guidance, inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership, and go forth to serve America; and*

WHEREAS, *to achieve this worthy objective we should demonstrate our partnership with youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship;*

NOW, THEREFORE, *I, Lindsay G. Dorrier, Jr., Chairman, on behalf of the Albemarle Board of County Supervisors, do hereby proclaim the week of May 2nd through May 8th, 2004 as **YOUTH WEEK** and urge all departments of government, civic, fraternal and patriotic groups, and our citizens to participate wholeheartedly in its observance.*

Signed and sealed this 5th day of May, 2004.

RESOLUTION

WHEREAS, the residents of Ravens Home Owners Association subdivision are concerned about traffic in their neighborhood and the potential hazard it creates for the numerous children that live in the subdivision; and

WHEREAS, the residents believe that a “Child At Play” sign would help alleviate some of the concerns;

NOW, THERE FORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby supports the community’s requests for VDOT to install the necessary “Child At Play” signs on Ashwood Boulevard.

RESOLUTION

WHEREAS, the residents of Foxcroft Owners Association subdivision are concerned about traffic in their neighborhood and the potential hazard it creates for the numerous children that live in the subdivision; and

WHEREAS, the residents believe that a "Child At Play" sign would help alleviate some of the concerns;

NOW, THERE FORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby supports the community's requests for VDOT to install the necessary "Child At Play" signs on Foxvale Lane and Southern Parkway

**City of Charlottesville / County of Albemarle
Intergovernmental Agreement**

**Regarding The
Juvenile & Domestic Relations District Court Facilities**

This agreement made this _____ day of _____, 2004, by and between the CITY OF CHARLOTTESVILLE ("City"), a municipal corporation, and the COUNTY OF ALBEMARLE ("County"), a political subdivision of the Commonwealth of Virginia, and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the City and the County, either separately or jointly, are owners of property generally located at 411 East High Street, Charlottesville, Virginia, and more commonly referred to as the Juvenile & Domestic Relations District Court (J&DR) facilities; and,

WHEREAS, the City and the County are contemplating renovations to and expansion of the J&DR Court facilities, to enable the Court to meet the current and future needs of the Charlottesville – Albemarle community; and

WHEREAS, the City and the County intend to share the costs associated with the renovation and expansion of the J&DR Court facilities, and the costs associated with the acquisition of additional properties needed for the Court expansion; and

WHEREAS, the City and the County intend to share in the costs associated with the maintenance, repair and upkeep of the J&DR Court facilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. THE PROPERTY

As used herein, the term "Property" shall include the following:

- J&DR Courthouse – a three-story building, directly fronting East High Street;
- Sheriff's Annex – a two-story building with basement, immediately north of the J&DR Courthouse;
- Maintenance Building – located immediately north and attached to the north side of the Historic Jail;
- City-owned surface parking lots designated on City Real Property Tax Map 53 as Parcels 27 and 28;
- Property located at 401 and 407 East High Street, designated on City Real Property Tax Map 53 as Parcels 30 and 31, and a 15-space parking area located at 417-419 Park Street, which is a portion of Parcel 34 as designated on City Real Property Tax Map 53, which the parties intend to acquire for use as J&DR Court facilities; and,
- The Levy Opera House and associated surface parking, located at 350 Park Street, which the City has leased as a temporary location for use as a J&DR Court facility.

The term "Property", as used herein, specifically excludes the historic stone Jail and the Jailer's residence, located immediately west of the Sheriff's Annex and not contemplated to be a part of the J&DR Court expansion and renovation project.

II. RENOVATION, EXPANSION & ACQUISITION:

1. The City and the County have engaged Moseley Architects to prepare design documents for the renovation and expansion of the Property.

2. The City and the County agree that all costs associated with the lease, operation or alteration (including design costs) of the Levy Opera House, as detailed in the "Levy Opera House, Development, Construction and Operations Budget, dated August 11, 2003 and as later revised (Exhibit A) will be allocated in accordance with the "Court Cost Allocation Summary" (Exhibit B).
3. The City and the County agree that all costs associated with the design and construction of the Courts Facilities, as detailed in the "J&DR Development, Construction and Operations Budget", dated April 7, 2003 with revisions (Exhibit C) shall be allocated in accordance with the "Court Cost Allocation Summary" (Exhibit B).
4. The City and County agree that the management of design and construction of the Courts Project, to include Levy modifications, shall be in accordance with the "Project Management Plan", dated November 25, 2003 (Exhibit D).
5. The City and County agree that all costs associated with the acquisition of title to the properties located at 401 and 407 East High Street, and a portion of the property located at 417 – 419 Park Street, including but not limited to the costs of appraisals, surveys, title examinations, recording fees, attorney fees and consideration for the conveyances, as detailed in the "J&DR Development, Construction and Operations Budget", dated April 7, 2003 with revisions (Exhibit C) shall be allocated in accordance with the "Court Cost Allocation Summary" (Exhibit B); provided, however, that the County shall not be required to share in attorney costs for the voluntary acquisition of title to any of the above-referenced properties.
6. The City and County agree that the City shall receive a fiscal agent / management fee of two percent (2%) of the annual operating and capital budget as compensation for its assumption of fiscal and project management responsibilities. The City may deduct the two percent fee from its required funding contribution each year.

III. GENERAL MAINTENANCE:

1. The City shall be responsible for the general management, upkeep, repair and maintenance of the Property in accordance with a written maintenance program approved in advance by the parties; and
2. The City shall be the fiscal agent for all funding issues surrounding the management, upkeep, repair and maintenance of the Property; and
3. The County shall reimburse the City for fifty-four percent (54%) of any and all costs, of whatever nature, incurred by the City for the management, upkeep, repair and maintenance of the Property in accordance with the approved maintenance program. The County's cost percentage is based on an equal allocation (50% / 50%) of the costs between the parties for all space used for J&DR Court functions, and an additional four percent (4%) representing space allocated to the Albemarle County Sheriff's Department.

IV. PARKING GARAGE OPERATIONS:

1. The City shall be responsible for the general management, operation and maintenance of the new three-level parking garage, currently under design and proposed for construction on the Property. Said management shall be in accordance with a written garage operations program, approved in advance by the parties, that shall reflect the respective ownership and operational goals of the Parties. The City and County agree that the costs of operation and the allocation of revenues, if any, shall be shared in a manner consistent with the allocation of construction cost for the garage. Said garage operations program shall be reviewed periodically by the Parties and be subject to change to reflect changes in use or operational requirements.

V. ANNUAL FUNDING:

This Agreement is subject to annual funding by the governing bodies of the City and County. In the event that the City of Charlottesville City Council or the Albemarle County Board of Supervisors fails

to appropriate sufficient funds as may be necessary to meet the obligations specified in this Agreement and other contract documents, this Agreement shall be deemed cancelled, with no penalty to either party, and of no effect. In the event of such termination the City shall be relieved of all management, upkeep, repair and maintenance obligations specified in this Agreement.

IN WITNESS WHEREOF, the governing bodies of the City and the County have approved the execution of this Agreement by the following authorized officials.

CITY OF CHARLOTTESVILLE

By: _____

Title: _____

COUNTY OF ALBEMARLE

By: _____

Title: _____

**RESOLUTION OF INTENT
MEADOW CREEK PARKWAY**

WHEREAS, the Meadow Creek Parkway is a component of a transportation network that is key to improving the overall transportation efficiency in the greater metropolitan area and consists of the McIntire Road Extension, being within the Charlottesville City limits between Route 250 and Melbourne Road, and the Meadow Creek Parkway being within the County of Albemarle between Melbourne Road and Rio Road; and

WHEREAS, on March 16, 2004 the Virginia Department of Transportation conducted a Design Public Hearing for the Meadow Creek Parkway; and

WHEREAS, the Virginia Department of Transportation has designed the alignment of the Meadow Creek Parkway to be consistent with the "Meadow Creek Parkway Final Report, dated May, 2001", prepared by Jones & Jones Architects and Landscape Architects, as incorporated into the Albemarle Comprehensive Plan on June 20, 2001; and

WHEREAS, the plans presented at the public hearing displayed the design of the parkway and pedestrian/bike trail, and the limits for proposed public land and public easement generally consistent with the requests from the County of Albemarle;

NOW, THEREFORE, BE IT RESOLVED, that Board of County Supervisors of Albemarle County, Virginia hereby adopts a Resolution of Intent to endorse the design of the Meadow Creek Parkway and pedestrian/bike trail, and the limits for proposed public land and public easement, as presented in the Design Public Hearing for VDOT Project: 0631-002-128, C502, B612, B657 with the conditions as stated below:

1. The Meadow Creek Parkway plan sheets will include the existing and proposed topography.
2. The Meadow Creek Parkway plan sheets and cross-sections will display the vertical and horizontal rounding of the side-slopes necessary to blend the road grading into the natural terrain.
3. A three (3) meter planting strip will be provided between the curb and sidewalk on both sides of the four-lane divided portion of Rio Road to provide a visual transition into the Parkway.
4. The County of Albemarle will concur with a conventional (signalized) intersection at Melbourne Road only upon VDOT demonstration, to the satisfaction of the County Board of Supervisors, that the public would not be better served by grade separating the Parkway and Melbourne Road with no access to Melbourne Road, as suggested in the public hearing comments.

ORDINANCE NO. 04-A(1)

AN ORDINANCE TO ADOPT AND APPROVE AN AGREEMENT BETWEEN THE COUNTY OF ALBEMARLE, VIRGINIA AND THE CITY OF CHARLOTTESVILLE, VIRGINIA FOR THE FUNDING AND OPERATION OF A JOINT CONVENTION AND VISITORS' BUREAU

WHEREAS, the City and County have, since 1979, jointly funded and undertaken the operation of a joint Convention and Visitors Bureau for the purpose of promoting the Charlottesville-Albemarle area as a tourist destination and site of convention facilities; and

WHEREAS, pursuant to the authority of § 15.2-940 and § 15.2-1300 of the Virginia Code, this Board desires to enter into an agreement with the City of Charlottesville to re-establish and re-authorize the Charlottesville-Albemarle Convention and Visitors Bureau;

NOW, THEREFORE, BE IT ORDAINED THAT the Agreement between the County of Albemarle, Virginia and the City of Charlottesville, Virginia entitled "Charlottesville-Albemarle Agreement for Operation of a Joint Convention and Visitors' Bureau" dated July 1, 2004, pertaining to the joint funding and operation of a local Convention and Visitors' Bureau, attached hereto and incorporated herein, is hereby approved, and that the County Executive is hereby authorized to execute the Agreement on behalf of the County of Albemarle.

This ordinance shall be effective immediately.

CHARLOTTESVILLE-ALBEMARLE
AGREEMENT FOR OPERATION OF A
JOINT CONVENTION AND VISITORS' BUREAU

THIS AGREEMENT is made and entered into this 1st day of July, 2004 ("Commencement Date") by and between the City of Charlottesville, Virginia ("City") and the County of Albemarle, Virginia ("County") (together, the "Parties").

WITNESSETH:

WHEREAS, pursuant to the authority vested in them by §§ 15.2-940 and 15.2-1300 of the Code of Virginia (1950), as amended, the Parties desire to enter into an agreement with one another for the joint funding and operation of a local Convention and Visitors' Bureau; and

WHEREAS, the Parties desire, through this joint undertaking, to promote the holding of conventions, meetings, conferences and trade shows in Charlottesville; to advertise, publicize, and promote tourism, leisure travel and meeting facilities within the Charlottesville-Albemarle area; and to otherwise promote the resources and advantages of each locality, and the Parties deem such activities to be the purposes of the joint Convention and Visitors' Bureau established by this Agreement; and

WHEREAS, the Parties, in entering into this Agreement, intend to revise the terms and conditions under which the existing Convention and Visitors' Bureau has been funded and operated within their community prior to the date of this Agreement, and to re-authorize that entity in accordance with the provisions set forth herein;

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereby set forth their agreement as follows:

SECTION 1. CACVB Established. There is hereby re-established and re-authorized a joint entity, to be known as The Charlottesville-Albemarle Convention and Visitors' Bureau ("CACVB"), responsible for administering the functions that are the subject of this Agreement. CACVB shall act by and through the management board established and referred to within Section 8 of this Agreement. CACVB shall perform the following services (hereinafter referred to as the "Services") for the benefit of the Parties in a satisfactory and proper manner, as determined by the Parties:

A. Meeting Booking and Sales. CACVB shall respond to inquiries, provide information to the public, and as part of its convention marketing efforts, shall aggressively promote the bookings and sales of sites within the City and County for regional, national, and international conventions, trade shows, and corporate meetings.

B. Convention Services. CACVB shall provide customary convention services to those clients who have booked their convention/meeting through the CACVB. All other conventions/meetings will be serviced on an availability basis. The particular services to be provided depend upon the agreement between CACVB and the meeting planner at the time of booking and other requests, which may be made in the course of servicing the convention/meeting. Customary convention services may include but are not limited to the following:

- Assistance in promoting attendance
- Visitors guides and appropriate literature
- Shuttle bus coordination
- Attraction/Itinerary Scheduling
- Dining/Restaurant Scheduling
- Bonded Registration
- Tourism information tables

C. Tourism. CACVB shall promote tourism within the City of Charlottesville and the County of Albemarle. Strategies may include but are not limited to: visitor information services; attendance at industry and travel/trade, consumer, planner, hotel and attraction conferences and meetings; and responses to phone inquiries, advertising, public relations, promotions, and packaging. CACVB will oversee the operation and maintenance of at least one visitor center within the City and at least one visitor center in the County.

D. Reports. CACVB shall keep the City and County advised of its activities and accomplishments, and shall deliver the reports described within ***Schedule A***, attached and incorporated herein by reference.

E. Conduct of Services. Expenditures made by CACVB pursuant to this Agreement shall be in conformity with the purposes and requirements for which Transient Occupancy Tax Revenues may be expended by the Parties under the law of the Commonwealth of Virginia.

SECTION 2. DURATION OF AGREEMENT. This Agreement shall be and remain in effect until terminated by the Parties, or either of them. Either party may terminate this Agreement by giving written notice to the other party, and to the CACVB Management Board, at least six months prior to any July 1st of any year in which the Agreement remains in effect. The effective date of any such termination shall be no sooner than June 30th of the year following the six months' notice.

SECTION 3. FUNDING

A. Funding Cycle. The Parties agree to fund the activities and responsibilities of CACVB during each Fiscal Year (July 1 through June 30 of each calendar year) in which this Agreement remains in effect, beginning with the Parties' Fiscal Year 2005.

B. Funding Levels. Subject to the provisions of subparagraph (E), below within this section, each of the Parties shall provide funding for CACVB, in each Fiscal Year, in an amount equal to thirty percent (30%) of its Transient Occupancy Tax revenues collected by it in the most recent Fiscal Year for which a full year of data is available ("Actuals"). This specified percentage and obligation is based on, and specifically limited to, a Transient Occupancy Tax of five percent (5%) in each locality; if either party enacts a Transient Occupancy Tax greater than 5%, that party's funding obligation shall be determined as if its tax were 5%.

C. Payment by County. Annual funding provided pursuant to paragraph 3(B), above, shall be delivered by the County to the City (as Fiscal Agent for CACVB) in equal quarterly payments, payable on July 1, October 1, January 1 and April 1 each year, due upon receipt of an invoice from the City.

D. Budget. CACVB shall establish and maintain a budget for its operations and activities in each Fiscal Year, as follows:

(1) Each year CACVB shall prepare and approve a budget for the upcoming Fiscal Year, using Actuals provided by the City and the County. The budget shall identify all amounts received by CACVB from private funding sources.

(2) A copy of CACVB's approved budget shall be provided to the City and the County no later than December 31 each year. Along with the approved budget, CACVB shall provide the City and County with a balance sheet showing its revenues and expenditures for the prior fiscal year and the fund balance, if any, from the prior fiscal year.

E. Documentation of Costs. All costs incurred and expenditures made by CACVB in performance of its obligations under this Agreement shall be supported by payrolls, time records, invoices, purchase orders, contracts, or vouchers, and other documentation satisfactory to the Parties, evidencing in proper detail the nature and propriety of such costs. Upon request of either Party, all such documentation and records pertaining in whole or in part to this Agreement shall be made available for review and inspection.

F. Appropriations. Notwithstanding any other provisions of this Agreement, the Parties' funding obligations are expressly made contingent upon the availability of public funds and the annual appropriations thereof by the Parties. The City's appropriations of funds for the promotion and advertisement of the City are and shall be further subject to the provisions of Section 21 of the City's

Charter. In the event that either party does not appropriate funds in the amount necessary to support its obligations hereunder for a subsequent fiscal year, then this Agreement shall automatically expire at the end of the then-current fiscal year. .

SECTION 4. PERFORMANCE.

A. Return on Investment. CACVB shall meet a Return on Investment ratio of 7 to 1 annually, i.e., \$7 of total direct visitor expenditures for every dollar (\$1.00) of funding provided to CACVB by the Parties (“ROI Requirement”). The formula for calculating “*total direct visitor expenditures*” is set forth within **Schedule B**, attached and incorporated herein by reference. Schedule B may be amended from time to time upon the agreement of CACVB, the City Manager and the County Executive. In the event CACVB fails to meet the ROI requirement in any year, CACVB will be placed on Contract Review Status for the following year. If CACVB then fails to meet the ROI requirement for the subsequent year, the Parties may cancel this Agreement. The City Manager, or his designee, and the County Executive, or his designee, shall, together, meet with CACVB at least once each Fiscal Quarter to review CACVB’s performance and accomplishments.

B. Performance Measures. CACVB shall track and report to the Parties on a quarterly basis its progress toward achieving the performance measures described within **Schedule B**. Specific performance measures that will be effective as of the Commencement Date are also set forth within **Schedule B**.

C. Performance Indicators. CACVB will track certain performance indicators and report to the Parties on a quarterly basis the results of such tracking. The performance indicators that will be utilized as of the Commencement Date are set forth within **Schedule B**.

SECTION 5. CITY/COUNTY SERVICES.

A. Personnel Administration. The City will provide CACVB with employees necessary to perform the services required under this Agreement. These employees, including a staff member to serve as the executive Director of CACVB, shall be recruited, hired, managed and paid under and in accordance with the City’s personnel/payroll system and policies. The executive Director shall serve at the pleasure of CACVB’s management board.

B. Fiscal Agent. The City will serve as Fiscal Agent for CACVB and shall be entitled to a fee of two percent (2%) of the Actuals referenced in Section 3(B) in return for this Service, which fee may be deducted from the City’s required funding contribution each year. The City will provide insurance coverage as well as legal representation and counsel to CACVB. CACVB will conduct public procurement under and in accordance with the City’s procurement laws and procedures.

SECTION 6. LIABILITY. Liability for damages to third parties arising out of or in connection with the operations and activities of CACVB shall be shared jointly by the parties, to the extent not covered by funding within CACVB’s budget or insurance proceeds, and only to the extent that the City and County may be held liable for such damages under the laws of the Commonwealth of Virginia.

SECTION 7. TERMINATION FOR CAUSE. In addition to any other rights of termination reserved to the Parties herein, in the event that CACVB fails to fulfill in a timely and proper manner its obligations under this Agreement, or in the event that CACVB violates any of the covenants, agreements, or stipulations of this Agreement, the Parties shall thereupon have the right to terminate this Agreement by giving written notice to the CACVB of such termination and specifying the effective date thereof at least sixty (60) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the CACVB under this Agreement shall be delivered by CACVB to the Fiscal Agent for the Parties, and CACVB shall immediately take steps to wind up outstanding business with third parties.

SECTION 8. CACVB ORGANIZATION.

A. Management Board. The powers and authority of CACVB shall be vested in a joint management board, consisting of eleven members, as follows:

Seat 1: *Charlottesville City Manager, or his designee*

Seat 2: *Albemarle County Executive, or his designee*

Seat 3: *President of the Charlottesville-Albemarle Chamber of Commerce, or his designee*

Seat 4: *Executive Vice President of the University of Virginia, or his designee*

Seat 5: *President/CEO of the Thomas Jefferson Foundation, or his designee*

Seat 6: *Representative of Local General Business Community, appointed by City Council*

Seat 7: *Representative of Local General Business Community, appointed by County Board*

Seat 8: *Representative of Local Accommodations/Hotel Business (Manager), appointed by City Council*

Seat 9: *Representative of Local Accommodations/Hotel Business (Manager), appointed by County Board*

Seat 10: *Representative of Local Tourism Industry (Tourist Site Owner or Manager), appointed by City Council*

Seat 11: *Representative of Local Tourism Industry (Tourist Site Owner or Manager), appointed by County Board*

B. Terms of Appointments. The City and County shall each select the initial appointees for seats 6,7, 8, 9, 10 and 11 ("Appointed Seats"); thereafter, when any of those seats becomes vacant, the Management Board shall submit a list of three eligible nominees to the appointing jurisdiction and such jurisdiction may, but shall not be required to, appoint a person from the nomination list to fill the vacant seat. The persons initially appointed to seats 6, 7, 10 and 11 shall serve terms of one year each, commencing on July 1st, 2004. Persons initially appointed to seats 8 and 9 shall serve terms of two years each, commencing on July 1st, 2004. Thereafter, all appointments to the Appointed Seats shall be for terms of two years each. Any person appointed to the Appointed Seats must be and remain, throughout his term of appointment, an owner, operator, officer or manager of a business or organization within the category represented.

(1) No person may be appointed to more than four (4) consecutive two-year terms in an Appointed Seat, exclusive of time served in the unexpired term of another.

(2) An appointment to fill a vacant Appointed Seat resulting from the resignation, removal or other unavailability of a member shall be for the unexpired portion of the vacant term only.

C. Officers. CACVB shall prescribe procedures for the election of officers, to be set forth within bylaws duly enacted by the management board.

D. Powers. The City and County hereby authorize CACVB to exercise the following powers and duties:

(1) To establish and maintain an official seal, which may be altered at will, and to use it, or a facsimile of it, by impressing or affixing it, or in any other manner reproducing it;

(2) To make and amend bylaws, not inconsistent with the provisions of this Agreement or the laws of the Commonwealth of Virginia, for managing the business and regulating the affairs and meetings of the management board;

(3) To conduct its business, locate offices and exercise the powers and obligations that are the subject of this Agreement within the City of Charlottesville and the County of Albemarle;

(4) To elect and appoint officers and agents of CACVB;

(5) To make payments or donations, or do any other act not inconsistent with this Agreement or any applicable law, that furthers the business and affairs of CACVB.

E. Meetings; quorum. The management board shall hold meetings no less than bi-monthly. Meetings shall be conducted in accordance with FOIA. Six members of the management board shall constitute a quorum. No action shall be taken by the board except by majority vote at a lawfully constituted meeting.

SECTION 9. MISCELLANEOUS.

A. No Discrimination. In performing the functions and services assigned to it under this Agreement CACVB shall not discriminate against any person on the basis of race, color, religion, sex,

national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.

B. FOIA Applicable. CACVB is a “*public body*” as that term is defined within §2.2-3701 of Virginia’s Freedom of Information Act (§§2.2-3700 et seq.) (“FOIA”), as are any committees or subcommittees appointed by CACVB to perform delegated functions of CACVB or to advise CACVB. At all times CACVB shall conduct its activities and operations in accordance with FOIA.

C. Ownership of Documents, Materials. No material produced in whole or in part under this Agreement shall be subject to copyright by CACVB, or any other person or entity other than the City or County, whether in the United States or in any other country. The Parties shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared by or for CACVB under this Agreement.

D. Disposition of Property Upon Termination. Upon the expiration or earlier termination of this Agreement all personal property of CACVB shall be and remain the joint property of the City and County for disposition, and the proceeds of disposition shall be pro-rated between the City and County in accordance with the ratio of the amount(s) provided by each of them to CACVB: (i) as capital contributions since 1979, and (ii) as contributions of operating funds during the 10 years preceding the date of expiration or termination, as compared with the sum of the Parties’ contributions.

E. Compliance with Applicable Laws. In performing the Services required hereunder, CACVB shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments.

F. Amendments. The Parties may, from time to time, request changes in the Services or functions to be performed by CACVB hereunder. Such changes, including any increase or decrease in the amount of CACVB’s funding, shall be incorporated in written amendments approved by the Parties to this Agreement. This Agreement may be altered, amended, changed or modified as mutually agreed upon by and between the Parties and CACVB, and such alterations, amendments, changes or modifications shall be incorporated in written amendments to this Agreement.

G. Assignments. CACVB shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the Parties.

H. Political Activity. None of the funds, materials, property or services provided directly or indirectly to CACVB under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

I. Severability. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement.

J. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other prior or contemporaneous agreements or understandings, whether verbal or written, with respect to the matters that are the subject of this Agreement.

K. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.

L. Approval Required. This Agreement shall not become effective or binding upon the Parties until approved by ordinances of the Charlottesville City Council and of the Albemarle County Board of Supervisors.

IN WITNESS WHEREOF, and as authorized by duly adopted ordinances of each, the City and County do hereby execute this Agreement as of the date first above written, by and through their respective agents or officials:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Its: _____

Approved as to Form: _____
By: City Attorney or Designee

COUNTY OF ALBEMARLE, VIRGINIA

By: _____

Its: _____

Approved as to Form: _____

By: County Attorney or Designee

LEASE AMENDMENT

The County of Albemarle, Virginia ("Landlord") and Charlottesville Waldorf School (f/k/a Crossroads Waldorf School) ("Tenant") enter into this Lease Amendment this 5th day of May, 2004.

WHEREAS, Landlord and Tenant entered into a Lease Agreement (the "Lease Agreement") with a date of July 15, 1999 for the lease of the Old Crozet Elementary School; and

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

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

In addition to the Option to Renew set forth in Paragraph 1.5 of the Lease Agreement, Tenant shall have the option to renew the Lease for two (2) terms of six (6) months each. Tenant shall exercise this option to renew by providing written notice in accordance with Section 16.1 of the Lease Agreement on or before January 1, 2005. The renewal term shall be on the same terms and conditions of the Lease, except as expressly agreed to by the parties. The rent to be paid by Tenant during the renewal term(s) shall be calculated according to Section 1.7 of the Lease Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Lease Amendment this _____ day of _____, 2004.

LANDLORD:

COUNTY OF ALBEMARLE, VIRGINIA

By: _____

Its: _____

TENANT:

CHARLOTTESVILLE WALDORF SCHOOL

By: _____

Its: _____