ACTIONS Joint Meeting with Albemarle County School Board of August 9, 2005	
August 12, 2005	
AGENDA ITEM/ACTION	**ASSIGNMENT**
1. Call to Order. • Meeting was called to order at 4:00 p.m. by the Chairman, Mr. Rooker, and School Board Vice-Chairman, Ms. Friedman. All BOS and School Board Members were present, except Ms. Moynihan. Also present were Bob Tucker, Kevin Castner, Larry Davis, Tom Foley, Roxanne White, Jennifer Johnston and Ella Carey.	
2. Discussion: Capital Improvements Program. • **APPROVED** the following recommendations: 1. Agreed to the debt targets as presented; 2. Agreed that long term planning for a new high school would need to begin no later than 2010; 3. Directed the Long Range Planning Committee to build their project request within the debt targets; 4. Directed the County Executive to form a CIP Staff Review Team; and 5. Directed the County Executive to form a CIP Oversight Committee.	County Executive: Proceed as directed.
3. Update on Lane Auditorium Renovations. • **DISCUSSED.** Requested staff/architect to bring back more options that would allow a narrower dais configuration. Requested that the other users have an opportunity to provide input before bringing back to the Board.	Ron Lillley/Mike Stumbaugh: Proceed as directed.
4. Matters not Listed on the Agenda from the Board and School Board. • There were none.	
5. Adjourn to August 10, 2005, 4:00 p.m., Room 235. • Due to the lack of a quorum the Chairman adjourned the meeting at 5:56 p.m.	
ACTIONS Board of Supervisors Special Meeting of August 10, 2005 4:00 P.M., Meeting Room 235	
AGENDA ITEM/ACTION	**ASSIGNMENT**
1. Call to Order. • Meeting was called to order at 4:02 p.m. by the Chairman, Mr. Rooker. All BOS members were present. Also present were Bob Tucker, Larry Davis, Mark Graham and Debi Moyers.	
2. Work Session: Community Development Process Improvement. • **HELD.** Mr. Graham discussed five strategies to consider and provided an update on CityView. • **CONSENSUS** of the Board to defer staff's recommendation to reduce Planning Commission's role in ministerial reviews until	Mark Graham: Proceed as directed.

	staff consults with the Planning Commission and reports back to the Board. • **CONSENSUS** of the Board to defer staff's recommendation regarding limit use of deferrals (although the Board did indicate its preference for this) in legislative reviews until staff consults with Blue Ridge Home Builders and Planning Commission to see if time frame is reasonable and then report back to Board. • **CONSENSUS** of the Board to defer staff's recommendation regarding implementation of a proffer policy until the Board investigates and decides whether to take further action. • **CONSENSUS** of the Board to take Ms. Thomas suggestion under "Define expectations", to summarize staff recommendation to, "Staff would like clearer guidance from the Board of Supervisors before staff sets off on any of these processes". This would make it the responsibility of the Board of Supervisors to make sure staff is clear as to what the Board wants before they start the process. Mr. Tucker stated an action rather than one or two Board members mentioning it would be clearer for staff. Mr. Graham stated his staff has an obligation to raise the concerns/issues with the Board so that the Board understands the issues. • **CONSENSUS** of the Board to approve staff's recommendation regarding public involvement process.	
3.	Closed Session. • At 5:20 p.m., the Board went into closed session to consider the acquisition of property for public use as a permanent buffer area. (Note: Mr. Rooker excused himself from participation in this matter as a client of his filed the application).	
	ACTIONS **Board of Supervisors Meeting of August 10, 2005** **6:00 P.M., Meeting Room 241**	
1.	Call to Order. Meeting was called to order at 6:00 p.m. by the Chairman, Mr. Rooker. All BOS members were present. Also present were Bob Tucker, Larry Davis, and Debi Moyers.	
	Non-Agenda. Certify Closed Session. At 6:00 p.m., the Board reconvened into open session and certified the closed session	
4.	From the Public: Matters Not Listed on the Agenda. • Mike Zbailey, a resident from Keswick, spoke about the proposed Rivanna Village project. Concerned there does not seem to be any funds or staff time available for planning. In summary, he asked the Board to get input from the public, produce a Master Plan, prepare the infrastructure, and execute the plan.	

	• Tom Loach, a resident of Crozet, commented on the Community Development Process Improvement work session which he attended.	
5.2	**ZMA-2004-017. Wickham Pond (Sign #64).** Applicant requests deferral until October 12, 2005. • **APPROVED** the applicant's request to defer the public hearing until October 12th.	Clerk: Schedule on October 12, 2005 agenda.
5.3	Resolution of Intent to Establish a segment of East Rio Road as an Entrance Corridor Overlay District and to amend the zoning map accordingly. • **APPROVED** Resolution of Intent to designate East Rio Road between Route 29 and the Norfolk Southern Railway as an Entrance Corridor Overlay District and to amend the zoning map accordingly.	Planning Commission: Hold public hearing on the zoning text amendment and the zoning map amendment and make its recommendations to the Board of Supervisors at the earliest possible date. (Attachment 1)
5.4	Requested FY 2005 Appropriations. • **APPROVED** FY 2005 Appropriations #2005063 and #2005064.	Clerk: Forward signed appropriation forms to Richards Wiggans, OMB and copy appropriate individuals.
5.5	Requested FY 2006 Appropriations. • **APPROVED** FY 2006 Appropriations #2006005, #2006006, #2006007, #2006008, #2006009, and #2006010.	Clerk: Forward signed appropriation forms to Richards Wiggans, OMB and copy appropriate individuals.
5.6	BENEPLUS Plan Revision. • **APPROVED** amendment to the BENEPLUS plan incorporating the IRS-approved change and extending the claims submission deadline by the 2 ½ month grace period. The amended language will be set forth in a new subsection 9.05.	Kimberly Suyes: Proceed as directed. (Attachment 2)
5.7	Resolution approving the filing of application to the Virginia Public School Authority for bond revenue in a principal amount not to exceed $7,790,000. • **APPROVED** resolution authorizing the County's application to the Virginia Public School Authority for $7,790,000 in bond revenues.	Clerk: Forward signed resolution to VPSA and copy Superintendent, County Attorney and Finance. (Attachment 3)
5.8	Resolution to Waive the Ivy Landfill Settlement Agreement's "No Opposition Provision" Regarding Cell 5. • **ADOPTED** resolution.	Clerk: Forward copy of signed resolution to City Council, RSWA and County Attorney's office. (Attachment 4)
6.	Public hearing to receive comments on proposed short-term lease agreements between Albemarle County and Piedmont Housing Alliance, Inc. and between Albemarle County and Lewis & Clark Exploratory Center of Virginia, Inc. for a portion of the Albemarle County Office Building located on McIntire Road. • **AUTHORIZED** County Executive to execute the building leases for Lewis & Clark Exploratory Center of Virginia, Inc. and Piedmont Housing Alliance, Inc. under the terms outlined in the executive summary, provided that the lease is in a form approved by the County Attorney.	County Attorney: Provide Clerk with copy of signed documents.
7.	SP-2005-004. Final Touch Tree Service, LLC (Sign #73). • **APPROVED** SP-2005-004, by a vote of 6:0, subject to the four conditions recommended by the Planning Commission.	Clerk: Set out conditions of approval. (Attachment 5)
8.	ZMA-2004-007. Belvedere (Signs #62,76&84).	

	• **HELD** public hearing. • **DEFERRED** until September 7, 2005. • Mr. Bowerman made a **motion** which was **seconded** by Mr. Wyant to add the public hearing to the end of the agenda on September 7th day meeting. Mr. Rooker suggested the public hearing not start before 5:30 p.m. Motion **PASSED** by a vote of 6:0.	Clerk: Reschedule on September 7th agenda for 5:30 p.m. public hearing.
9.	From the Board: Matters Not Listed on the Agenda. Sally Thomas: • Met with Monacan Indian Tribe representatives and the plan is to have seven or eight historical markers around the County about their role in the County's history. • Reminded Board about VACo meeting August 13-15. Mr. Rooker said he is registered but will not be able to go if another Board member would like to go in his place. Ken Boyd: • Stated a large development is being planned in Orange County right across the line from Albemarle. Wanted to know how the County protects its' rural areas from neighboring counties that build right along the County's line. Wanted to know if any conversations in the past have happened about this. Dennis Rooker: • Board accepted proffers on Albemarle Place and Hollymead Town Center that included the agreement to participate in CDAs contributing up to a 25¢ tax increment on the properties for public improvements. Envisioned that those funds would be used for transportation improvements. Would like to start taking the steps necessary to get something in place which enables the County to accrue the funds. Asked Mr. Davis to bring back specific recommendations/plans on how to put those proffers in place. • Brought up August 1, 2005 letter from the Office of the Commonwealth's Attorney requesting annual salary adjustments for the Sheriff and the Commonwealth's Attorney using the same formula that is used for the Board of Supervisors and some County employees. **CONSENSUS** of the Board to approve funding on an annual basis for Sheriff and Commonwealth's Attorney effective July 2006.	County Executive: Proceed as directed. County Attorney: Proceed as directed. OMB: Proceed as approved.
10.	Adjourn. • The meeting was adjourned at 8:10 p.m.	

/djm

Attachment 1 – Resolution of Intent to Designate East Rio Road between Route 29 and the Norfolk Southern Railway as an Entrance Corridor Overlay District.
Attachment 2 – BENEPLUS Plan Revision
Attachment 3 – Resolution Approving the Filing of an Application with the Virginia Public School Authority for a Loan in an Approximate Principal Amount of $7,790,000

Attachment 4 – Resolution to Waive the Ivy Landfill Settlement Agreement's 'No Opposition Provision" Regarding Cell 5.
Attachment 5 – Conditions of Approval for Planning Item

ATTACHMENT 1

RESOLUTION OF INTENT

WHEREAS, the intent of the Entrance Corridor Overlay District (Zoning Ordinance § 30.6, contained in Chapter 18 of the Albemarle County Code) is to, among other things, implement the Comprehensive Plan's goal of protecting Albemarle County's natural, scenic, historic, architectural and cultural resources; ensure a quality of development compatible with those resources through architectural review of development; and to enhance the County's attractiveness to tourists and other visitors and to sustain and enhance the economic benefits accruing to the County; and

WHEREAS, the Entrance Corridor Overlay District is established upon parcels along certain transportation corridors designated as arterial streets or highways pursuant to Title 33.1 of the Virginia Code, which are identified in Zoning Ordinance § 30.6.2(c); and

WHEREAS, that portion of State Route 631 (East Rio Road) between Route 29 and the Norfolk Southern Railway tracks has been recently reclassified by the Commonwealth of Virginia from Urban Collector to Urban Minor Arterial, and is now therefore a transportation corridor upon and along which an Entrance Corridor Overlay District may be established; and

WHEREAS, it is desired to amend Zoning Ordinance § 30.6.2 to establish an Entrance Corridor Overlay District upon and along that portion of East Rio Road described above for the reasons set forth herein and the additional reasons set forth in Zoning Ordinance § 30.6.

NOW, THEREFORE, BE IT RESOLVED THAT for purposes of public necessity, convenience, general welfare and good zoning practices, the Albemarle County Board of Supervisors hereby adopts a resolution of intent to amend Zoning Ordinance § 30.6.2 and any other regulations of the Zoning Ordinance deemed appropriate to achieve the purposes described herein, and to amend the Zoning Map accordingly.

BE IT FURTHER RESOLVED THAT the Planning Commission shall hold a public hearing on the zoning text amendment and the zoning map amendment proposed by this resolution of intent, and make its recommendations to the Board of Supervisors at the earliest possible date.

* * * * *

ATTACHMENT 2

COUNTY OF ALBEMARLE FLEXIBLE HEALTH BENEFITS PLAN (BENEPLUS)

Section 1

PURPOSE

The purpose of this Plan is to permit Eligible Employees of the Employer to choose among the Benefits provided by the Employer under this Plan in such a fashion as best suits their individual circumstances, and further to encourage and help provide for expanded, but cost effective medical and dental benefits and other health coverage for each Eligible Employee and for his spouse and Dependents, and dependent care coverage for each Eligible Employee. It is the intent of the Employer that this Plan qualify as a "cafeteria plan" within the meaning of Section 125 of the Code, and to the maximum extent possible, that any Benefits paid under the Plan be eligible for exclusion from gross income under Sections 105, 106, and 129 of the Code. The employer presently provides, and will continue to provide, a variety of other employee benefits to some or all of its employees on a non-elective basis. The Benefits provided under this Plan shall be in addition to and not in lieu of such other benefits, and such other benefits shall not constitute a part of this Plan.

Section 2

EFFECTIVE DATE AND PLAN YEAR

The effective date of this Plan, as amended, shall be September 1, 1990. The plan shall be kept on the basis of a fiscal Plan Year beginning September 1st and each subsequent August 31st.

Section 3

DEFINITIONS

3.01 Benefits. "Benefits" means the health and accident benefits available under this Plan that are described in Section 5.

3.02 Code. "Code" means the Internal Revenue Code of 1986, as now in effect or as it may be amended hereafter, and includes any regulations or rulings issued thereunder.

3.03 Dependent. The "Dependents" of a Participate for each Plan Year shall include his spouse and any of the following individuals who depend on the Participate for more than one-half (1/2) of their support during the Plan Year:

(a) his son or daughter, a descendent of either, or stepson or stepdaughter;
(b) his father or mother, an ancestor, brother or sister of either, or stepfather or stepmother;
(c) his brother or sister, a son or daughter of either, or stepbrother or stepsister;
(d) his son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law; or
(e) any other individual whose principal residence is with the Participate and who is a member of the Participant's household during such Plan Year.

3.04 Dependent Care Recipient. A "Dependent Recipient" qualified to receive Benefits under Section 5 of the Plan is any Dependent who is either:

(a) a son, daughter, stepson, or stepdaughter ("child") of a Participate who is under the age of thirteen (13);
(b) any Dependent who is physically or mentally incapable of taking care of himself or who regularly spends at least eight (8) hours a day in the Participant's home;
(c) any other Dependent who is under the age of thirteen (13) and whose gross income for each of the calendar years covered by such Plan Year is less than $2,000.

3.05 Educational Institution. "Educational Institution" means any educational institution which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on.

3.06 Eligible Employees. An "Eligible Employee" is any Full-time or Part-time employee who is eligible to participate in the Plan under Section 4.01.

3.07 Eligible Health FSA Expenses. "Eligible Health FSA Expenses" mans any medical, dental, or other health care expenses deductible under Section 213 of the Code that are incurred by a Participate or by the Participant's spouse or Dependents, that are not otherwise reimbursed under the Insurance Policies maintained by the Employer or under any other health plan coverage, and that are described in requests for reimbursement under the Health FSA provided under the Plan that comply with the Claims Procedures described in Section 9 hereof. Notwithstanding the above, "Eligible Health FSA Expenses" do not include reimbursements for any Participant's premium payments for other health plan coverage, such as premiums paid for health coverage under a plan maintained by an employer of the Participant's spouse or Dependents.

3.08 Eligible Dependent Care Expenses. "Eligible Dependent Care Expenses" manes all expenses for Qualifying Dependent Care Services incurred by a Participant or by his or her Spouse which are paid to a Qualified Caregiver or a Qualified Dependent Care Center.

3.09 Employer. "Employer" means County of Albemarle, or any other agency that is affiliated with the Employer within the means of the controlled group rules of Section 414 (b), (c), or (m) of the Code that has adopted this Plan (or an amended version of this Plan) after obtaining formal approval for such adoption from the Board of Supervisors.

3.10.a. Full-time Employees. "Full-time Employees" are employees (other than leased employees within the meaning of Section 414(n) of the Code) who customarily work at least 40 hours per week for the Employer or as otherwise designated by policies governing employment status.

3.10.b. Part-time Employees. "Part-time Employees" are employees who work at least 20 hours per week and are not classified as full-time employees.

3.11 Health Benefits. "Health Benefits" means the medical and dental benefits described in Sections 5.01 and 5.02(a) of the Plan.

3.12 Health FSA Account. "Health FSA Account" means the Flexible Spending Account ("FSA") of the Plan under which Eligible Health FSA Expenses are paid.

3.13 Insurance Policies. The "Insurance Policies" shall mean the agreements between the employer and various insurance companies licensed to provide health insurance coverage in the State of Virginia, under which such insurance companies are required to provide insurance coverage to support, in whole or in part, as agreed by the Employer, the medical, dental or other insurable Health Benefits described in Schedule A attached to the Plan.

3.14 Participant. A "Participant" is any Eligible Employee who is a Participant under the Plan under Section 4.02, or any individual who is receiving coverage under either the Insurance Policies, the FSA Accounts of this Plan, or in accordance with the Continuation of Health Benefits rules in Section 8.

3.15 Plan. The "Plan" is the County of Albemarle Flexible Benefit Plan (Beneplus) as it exists and may be amended from time to time.

3.16 Plan Contributions. "Plan Contributions" are the amounts paid by Participants during the Plan Year for benefits described in Section 5, by reducing salary to pay for additional non-

cash Benefits. Such Plan Contributions may be made on a "pre-tax basis", in which case the Plan Contributions are not included in the Participant's taxable income for such Plan Year, or on an "after-tax basis", in which case the Plan Contributions are included in the Participant's taxable income for such Plan Year.

3.17 Plan Year. "Plan Year" mans the twelve month period commencing on September 1st and ending on August 31st.

3.18 Qualified Caregiver. A "Qualified Caregiver" is a person performing Qualifying Dependent Care Services who is not:

(a) A Dependent;
(b) A Spouse; or
(c) A child of the Participant who has not attained the age of nineteen (19) as of the close of the Plan Year in which the Qualifying Dependent Care Services were provided.

3.19 Qualified Dependent Care Center. A "Qualified Dependent Care Center" is a licenses dependent care center that provides dependent care for more than six individuals, and operates in compliance with all applicable laws of both the state and town, city or village in which it is located.

3.20 Qualifying Dependent Care Services. "Qualifying Dependent Care Services" means services which are performed to enable a Participant or his Spouse to maintain gainfully employed, which are related to the care of one or more Dependent Care Recipients (including household services related to such care), and which are performed either within or outside the home of the Participant. Such Qualifying Dependent Care Services must be performed during the Plan Year and after the Participate has filed an election to receive Benefits under the procedures described in Section 7.

Section 4

ELIGIBILITY AND PARTICIPATION

4.01 Eligibility. All full-time or part-time (as defined in 3.10) Employees of the Employer shall be eligible to participate in this Plan.

4.02 Participation. Each employee who is eligible to participate in the Plan under Section 4.01 shall become a Participant in this Plan on the later of the effective date of this Plan or on the first day of the calendar month following employment if starting employment before the 15th of the month, otherwise the first day of the second month following employment if starting employment after the 15th of the month. A Participate who terminates or is discharged from employment with the Employer shall cease to be a Participant in the Plan on the effective date of such termination, or discharge, or reduction in hours to less than 20 hours per week. Not withstanding the above, an individual who has ceased to be an Eligible Employee can continue to be a Participant in the Plan, if and to the extent such an individual elects Continuation of Health Benefits under the rules in Section 8.

Section 5

BENEFITS

5.01 Pre-tax Contributions for Employee Share of Insurance Policy Premiums or Other Health Plan Costs. From the effective date of the Plan and for so long as this Plan is continued, the Employer shall provide to each Participant for each Plan Year a cafeteria benefit to permit Employees to pay their share of Insurance Policy premiums or other health plan costs (out of pre-tax dollars) by reducing their salaries in the total amount shown on schedule A. Each Participant may elect to receive this Health Benefit as an after-tax benefit, by indicating on the health plan enrollment form.

5.02 Additional Salary Reduction Benefits. From the effective date of the Plan and for so long as this Plan is continued, every Participant in the Plan shall be eligible to elect to reduce his salary and receive instead some or all of the following Benefits by filing an election to receive such Benefits under the Procedures described in Section 7 and 8:

(a) Health FSA Benefits. Reimbursements under the Plan are available for all eligible Health FSA Expenses incurred by a Participant or his spouse or Dependents for health care provided or other medical expenses incurred during the Plan Year and after the date on which the Participate has filed (or is deemed to have filed) an election to receive such benefits under the procedures described in Sections 7 and 8. The maximum Plan Contribution during any Plan Year by a Participant may not exceed the maximum amount of Benefits described in Section 5.05, except to the extent that contributions equal to 102 percent of plan costs are required under Section 8. The maximum reimbursement under the Health FSA available at any time during the period of coverage of any Participant during any Plan Year equals the maximum Health FSA Benefits elected for such period of coverage, reduced by all prior reimbursements for Eligible Health FSA Expenses paid for the same period of coverage. If any Participant ceases to make required contributions to the Health FSA, no Benefits shall be paid hereunder for any health expenses incurred after the end of that portion of the period of coverage which corresponds to the portion of total scheduled Plan Contributions to the Health FSA for such period of coverage that were paid by the participant prior to his or her cessation of contributions. If Health FSA Benefits cease to be provided after such a cessation of required contributions, the Participant may not make an election to rejoin the Plan for the remaining portion of the Plan Year.

5.03 Maximum Health FSA Benefits. The maximum Health FSA Expenses payable to any Participant during any Plan Year is $4,000.

5.04 Maximum Dependent Care FSA Benefits. A Participant who is married at the close of a Plan Year may not receive Benefits for Eligible Expenses incurred by him for the Plan Year in excess of the least of :

(a) $5,000 (or $2,500 in the case of a married Participant filing a separate federal income tax return from his spouse);
(b) His Earned Income for such Plan Year; or
(c) The earned Income of his spouse for such Plan Year.

A participant who is not married at the close of the Plan Year may not receive Benefits for Eligible Expenses incurred by him in the Plan Year in excess of the lesser of $5,000 or his Earned Income for the Plan Year. Notwithstanding the above, the maximum Benefits paid under this Plan must be reduced by the amount of any tax-exempt dependent care assistance benefits received by the Participant or his spouse from any other employer during the Plan Year.

5.05 Nondiscriminatory Benefits. The plan is intended not to discriminate in favor of highly compensated individuals as to eligibility to participate, contributions and/or Benefits, and to comply in this respect with the requirements of the Code. If, in the judgment of the Plan Administrator, the operation of the Plan in any Plan Year would result in such discrimination, then such Plan Administrator shall make recommendations to select and exclude from coverage under the Plan, such Participants and/or reduce such Plan Contributions and/or Benefits under the Plan, all as shall be necessary to assure that, in the judgment of the Plan Administrator, the Plan does not discriminate.

Section 6

LIMITATIONS

6.01 Maximum Overall Contributions. No Participant who is an Eligible Employee shall be entitled to forego or reduce cash compensation by more than the aggregate maximum amount of Benefits specified in Section 5. Individuals participating under the Continuation of Health Benefit Rules or Section 8 shall not be required to make Plan Contributions in excess of the amounts specified in such Section.

6.02 Forfeiture of Unused Benefits. A Participant shall receive no reimbursement for Benefits elected, but unused, during a Plan Year for any reason.

Section 7

ELECTIONS BY ELIGIBLE EMPLOYEES

7.01 Effective Date of Elections. For any Plan Year, a Participant who is an Eligible Employee may affirmatively elect to receive any of the Benefits listed in Section 8 by filing an election form, which may be obtained from the Employer, and which shall specify the type and exact amount of each of such Benefits, and the corresponding amount of Plan Contributions to be paid by the Participant for such Benefits during the period covered by the election. The initial election filed by any Participant who is an Eligible Employee shall become effective on the first day of the monthly pay period which commences after such election form is submitted, properly signed and dated, by the Participant to the Employer and accepted on behalf of the Employer. Any subsequent election filed by such a Participant shall become effective on the first day of the subsequent Plan Year for which such election is made. If any Eligible Employee fails to file an election form by the end of the thirty (30) day period after he first becomes an Eligible Participant, he shall be deemed to have elected to receive all cash Benefits under this Plan.

7.02 A. Duration of Elections for Health Insurance Premiums. Once effective, any such affirmative or deemed election described in Section 7.01 shall remain in effect until the end of the Plan Year for which it was made, and throughout all subsequent Plan Years, unless a change is made pursuant to Sections 7.03 through 7.06 below.

7.03 B. Duration of Elections for Health and Dependent Care FSA's. Elections expire at the end of each Plan Year.

7.04 New Elections for Subsequent Plan Years. A Participant may change his election for any Plan Year subsequent to the Plan Year in which such a change is made, by filing a new election form by the first day of the Plan Year for which he wants such revised election to be effective.

7.05 Revocation of Election on Termination of Service or Switch to Part-time (less than 20 hours per week) Employment. The election of any Participant who terminates or is discharged from Employment with the Employer or who becomes Part-time with less than 20 hours per week will be automatically terminated, effective as of the effective date of such termination, resignation, or reduction in hours. Such a terminated election may be reinstated, however, solely to the extent that a Participant elects to continue to receive the Health Benefits covered by such an election under the Continuation of Health Benefits Rules in Section 8. Except as provided in Section 8, no Benefits will be paid for any expenses incurred for services provided after the effective date of any revocation of a Participant's election. Any Plan Contributions made for the portion of the Plan Year extending beyond such election revocation date will be refunded to the Participant. If the Participant becomes an Eligible Employee again within the same Plan Year, the Participant may not make a new election for the remainder of the Plan Year with respect to any Benefits that were terminated as of the effective date of such termination, discharge, or reduction in hours.

7.06 Mid-year Changes in Health Benefit Election on Account of Cost or Coverage Changes. If the cost of any Health Benefits described in Schedule A increases or decreases during the Plan Year, corresponding changes consistent with such increase or decrease will automatically be made in Plan Contributions for such Health Benefits scheduled to be made by affected Participants. If any such cost increase raises a Participant's Plan Contributions for such Health Benefit by more than 25 percent, or if any health coverage under any policy described in Schedule A is significantly curtailed or ceases during the Plan Year, the affected Participants may elect to cease participation under such Health Insurance Policy or plan, or I lieu thereof to receive on a prospective basis coverage under a similar health insurance policy or plan provided by the Employer. Amendments in outstanding Health Benefits elections, including elections under the Health FSA, may also be made during the Plan Year whenever there has been a significant change in the health coverage of the Participant, or his or her spouse attributable to the spouse's employment, provided that such election changes are consistent with the change in health coverage. Notwithstanding the above, this Section 7.06 does not permit a Participant's election to be changed to reduce Plan Contributions to the Health FSA and the corresponding Benefits reimbursing Eligible Health FSA Expenses, unless the Participant's Plan Contributions to the Health FSA made during the part of the Plan Year preceding such election change either equal or exceed the Benefit reimbursements for Eligible Health FSA Expenses during the portion of the Plan Year preceding such election change.

7.07 Mid-Year Changes in Health and Dependent Care FSA Elections on Account of Life Events. A participant may change his election for the remainder of any Plan Year for which an election has been made or deemed made only if such change in his election is on account of, and consistent with, a Life Event. A "Life Event" shall be an event in the life of the Participant which, as determined in the discretion of the Plan Administrator, increases or decreases the number of Dependents qualifying for Benefits under this Plan, including, without limitation, marriage or divorce of the Participant, death of a spouse or other Dependent, birth or adoption of a Dependent, termination or commencement of a spouse's employment, a switching from full-time to part-time employment status by the Participant's spouse, and the taking of a leave of absence by the Participant or his or her spouse. In the event that Plan Contributions and the corresponding Plan Benefits for the balance of the Plan Year are terminated as the result of such a change in an election, any Plan Contribution made for the portion of the Plan Year extending beyond such election revocation date will be refunded to the Participant. Changes will be effective the first of the n ext month if received by the Plan Administrator by the 10th of the month, otherwise the change will be effective the first of the second month.

7.08 Effect of Change in FSA Account Election on Maximum Health FSA Benefits. Any change in an election affecting annual Plan Contributions to the Health FSA pursuant to Section 7.06 also will change the Maximum Health FSA Benefits for the period of coverage remaining in the Plan Year. Such Maximum Health FSA Benefits for the period of coverage following an election change shall be calculated by adding the balance remaining in the Participant's FSA as of the end of the portion of the Plan Year immediately preceding the change in election, to the total Plan Contributions scheduled to be made by the Participant during the remainder of the Plan Year. Changes to reduce the health FSA shall be no less than any benefits already paid during the plan year.

Section 8

CONTINUATION OF HEALTH BENEFITS FOLLOWING TERMINATION OF EMPLOYMENT OR COVERAGE

8.01 Availability of Continued Health Benefits. The Health Benefits under the Plan will be available to all persons whose Health Benefits would otherwise terminate due to a qualifying event described in Section 8.04 or 8.05, and who qualify under the terms of Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended and subsequent

regulations and amendments. Anyone eligible to elect to continue coverage under this Section 8 shall be referred to herein as a "Qualifying Beneficiary".

8.02 Continuation of Health Benefits By Payment from Final Paycheck. Any Participant who is terminated or discharged from employment with the Employer or who switches to part-time (less than 20 hours per week) employment status may elect to receive all or some of the Health Benefits covered by his Plan election in effect at the time of such termination or reduction in hours, by paying the Plan Contribution due for such Health Benefits for the balance of the Plan Year out of the Participant's final paycheck (in the case of a termination of service) or last paycheck for the pay period prior to the reduction in hours. If such paycheck is not sufficient cover the full amount of the Plan contribution due for the balance of the Plan Year, the Participant must pay any balance due to the Employer, by making an additional after-tax Plan Contribution within ten (10) days after termination of employment or reduction in hours.

8.03 Purchase of Health Benefits at 102% of Cost. A Qualified Beneficiary whose Plan Benefits have been terminated for any of the qualifying event enumerated in Section 8.04 or 8.05 has the right to continue in the Plan for all health benefits which under the Plan the Qualified Beneficiary was entitled to receive on the day immediately preceding the date of the qualifying event. The time period for which the continuation coverage is available is indicated below in conjunction with the qualifying event. One Hundred Two Percent (102%) of the full cost of providing such coverage shall be charged to any person continuing in the Plan. Notwithstanding the foregoing, in the case of an extension of the 18-month period described in Section 8.04 to 29 months pursuant to Section 8.06, One Hundred Fifty Percent (150%) shall be substituted for One Hundred Two Percent in the preceding sentence for any month after the eighteenth month of continuous coverage. This cost shall be determined at the beginning of each Plan Year and shall remain in effect for the remainder of such Plan Year.

8.04 Qualifying Events Triggering Eighteen Months of Continuation Coverage. An eighteen (18) month continuation of Health Benefits shall be available to Qualified Beneficiaries who lose coverage due to one of the following qualifying events:

(a) the termination of employment by a Participant who is an Eligible Employee for any reason except gross misconduct;
(b) the loss of eligibility of a previously Eligible Employee to participate in the Plan due to reduced work hours.

8.05 Qualifying Events Triggering Thirty-six Months of Continuation Coverage. A thirty-six (36) month continuation of Health Benefits shall be available to Qualified Beneficiaries who lose coverage due to one of the following qualifying events:

(a) death of a Participant who is an Eligible Employee;
(b) divorce or legal separation from a Participant who is an Eligible Employee;
(c) a covered Dependent child's loss of eligibility to participate in the plan due to age or a change in student status;
(d) a covered Dependent's loss of eligibility to participate in the Plan due to the Eligible Employee becoming entitled to Medicare.

If a qualifying event listed in this Section 8.05 occurs within the 18-month period described in Section 8.03, the 36-month continuation period shall be deemed to commence as of the date of the qualifying event in Section 8.04. Solely to the extent required by law, in the case of an event described in Section 8.05(d), the period of continuation coverage for covered Dependents for such event or any subsequent qualifying event shall not terminate before the end of the 36-month period beginning on the date the Eligible Employee became entitled to Medicare.

8.06 Other Qualifying Event Rules. In the case of a Qualified Beneficiary who is determined to have been disabled (within the meaning of the Social Security Act) at the time of a

qualifying event described in Section 8.04, any reference in Section 8.04 to 18 months with respect to qualifying event is deemed to be a reference to 29 months, but only if the Qualified Beneficiary provides notice of such determination of disability to the Plan Administration within 60 days of such determination, but not later than the otherwise applicable 18-month period. Such Qualified Beneficiary must also notify the Plan Administrator of any final determination that he is no longer disabled, within 30 days of such final determination.

8.07 Notification Rules. The Eligible Employee or Qualified Beneficiary is required to notify the Plan Administrator within 60 days of a qualifying event described in Section 8.05 (b) or (c). If an Eligible Employee or Qualified Beneficiary fails to provide such notice, the Qualified Beneficiary shall lose his right to elect continuation of coverage under this Section 8. The Employer is required to notify the Plan administrator within thirty (30) days of any other qualifying event. The Plan Administrator shall notify each Qualified Beneficiary of his right to continuation of coverage within fourteen (14) days of the notice made to the Plan Administrator of the qualifying event. The Eligible Employee or covered Dependent is also required to provide the Plan Administrator with all information needed to meet its obligation of providing notice and continuation of coverage.

8.08 Termination of Continuation Coverage. Continuation of Health Benefits coverage under the Insurance Policies shall not be provided beyond whichever of the following dates is first to occur:

(a) the date the maximum continuation period expires for the corresponding qualifying event;
(b) the date of termination of Health Benefit elected under the Plan, together with all other health benefits provided by the County that have been continued under continuation of Health Benefits rules;
(c) the date the Eligible Employee or Qualified Beneficiary fails to pay the applicable Plan Contribution on time;
(d) the date the Eligible Employee or Qualified Beneficiary becomes covered under any other group health plan (as an employee or otherwise) which does not contain any exclusion or limitation with respect to any pre-existing condition of such Beneficiary;
(e) the date the Eligible Employee or Qualified Beneficiary becomes entitled to Medicare; or
(f) in the case of an extension of coverage under Section 8.06 due to disability, the later of one of the foregoing events described in subparagraphs (a) through (c) or the month that begins more than 30 days after a final determination that the Qualified Beneficiary is no longer disabled.

8.09 Non-payment of Plan Contributions to Health FSA. If any Participant ails to pay on time any applicable Plan Contribution to the Health FSA, the Employee will reduce any reimbursement for Eligible Health FSA Expense remaining to be paid to the Participant by the amount of any Plan Contributions due for the balance of the Plan Year, as part of the Employer's effort to collect any overdue unpaid Plan Contributions.

Section 9

CLAIM PROCEDURES

9.01 Health, Medical and Dental Benefits. Claims for medical, dental, or other Health Benefits under this Plan shall be made on forms maintained and provided by the county. Each participant electing to receive medical, dental or other Health Benefits shall be entitled to claim reimbursement for medical, dental or other health expenses. Such claims shall be made by filing, on a form provided by the County, a request for reimbursement of medical expenses incurred and paid by the Participant in this plan. Such form shall be filed together with such evidence of either payment of indebtedness to the third party as shall be required by the Insurer in accordance with the Insurance Policy for medical or dental care or other

Health Benefits received during the Plan Year. The Employer assumes no obligation to pay Benefits under the applicable Insurance Policy or any other policy or contract of insurance. Any review of any claim or denial of a claim shall be performed by the Insurer in accordance with the rules of the Insurance Policy.

9.02 Health FSA Benefits. Each participant who desires to receive reimbursement under the Plan for Eligible Health FSA Expenses (up to the maximum amounts outlined below) shall submit to the Plan Administrator, at the time indicated in Section 9.04, a form or other supplementary requests for information provided by the Employer providing:

(a) a written evidence of the amount of payment to the independent third party showing the amount of the medical expense that has been incurred; and
(b) a written statement that the amount of such expense has not been reimbursed and is not reimbursable under any other health plan;
(c) written evidence from the third party provider showing the type and amount of the incurred expense.

As soon as is administratively feasible following the 20th of each calendar month, the Plan Administrator will review all the claims submitted by Participants during that month in accordance with the foregoing procedures, and shall pay Participant the Health FSA Benefits which each Participant is entitled to receive under the Plan, in accordance with Section 5.01, 5.03, and 9.02. The maximum amount of such Health FSA Benefits available during the period of coverage, as calculated under the rules of 7.07, properly reduced by prior reimbursements for the same period of coverage.

9.03 Dependent Care FSA Benefits. Each Participant who desires to receive reimbursement under the Plan for Eligible Expenses incurred for Qualifying Dependent Care Services shall submit to the Plan Administrator, at the times indicated in Section 9.04, a form provided by the Employer, or responses to other supplementary factual requests. By submitting this form the Participant acknowledges:

(a) the nature and dates of performance of the Qualifying Dependent Care Services for which the Participant wishes to be reimbursed is permissible;
(b) that the Participant will include on his or her Federal Income Tax return the name, address and (except in the case of a tax-exempt Qualified Dependent Care Center) the taxpayer identification number of the provider of the Qualifying Dependent Care Services;
(c) evidence of indebtedness or payment by the Participant to the third party who performed the Qualifying Dependent Care Services.

As soon as is administratively feasible following the 20th of each calendar month, the Plan Administrator shall review all the forms submitted by Participants during that month in accordance with the foregoing procedures, and shall pay each Participant the Benefits which each Participant is entitled to receive under the Plan in accordance with Sections 5.01, 5.03, 5.05, and 9.02.

9.04 Claims Submission Deadlines. Claims submitted under Section 9.01 must be filed with the applicable insurance policy or other insurance contract. Claims submitted under Sections 9.02 and 9.03 must be submitted to the Plan Administrator no later than thirty (30) days after the earlier of the end of the Plan Year or the end of the Participant's period of coverage, if the Participant has ceased to make Plan Contributions to the FSA's.

9.05 Grace Period for Qualified Benefits Expenses. Notwithstanding the Claims Submission Deadlines established in Section 9.04, and as permitted by IRS regulations, a grace period of two and a half (2 ½) months after the earlier of the end of the Plan Year or the end of the Participant's period of coverage, if the Participant has ceased to make contributions to the FSA's, shall apply (the "Grace Period"). During this Grace Period, Participants may have as long as 14 months and 15 days (the 12 months in the Plan Year plus the grace period) to

incur and claim reimbursement for qualified benefits or contributions for the Plan Year before those amounts are forfeited under Section 6.02.

Section 10

REVIEW PROCEDURES FOR CLAIMS DENIED BY PLAN ADMINISTRATOR

10.01 Notice of Claim Denial. If any claim for Benefits under this Plan submitted under Section 9.02 and 9.03 is denied in whole or in part, the claimant shall be furnished promptly by the Plan Administrator a written notice setting forth the following information:

(a) a specific reason or reasons for the denial;
(b) specific reference to pertinent Plan provisions upon which the denial is based;
(c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
(d) an explanation of the Plan's claim review procedures, as set forth below in Sections 10.02 and 10.03.

Failure by the Plan Administrator to respond to a claim for Benefits submitted under Sections 9.20 or 9.03 within thirty (30) days following the end of the calendar month in which such claim was submitted shall be deemed a denial.

10.02 Appeal Procedures. Within sixty (60) days after denial of any claim for Benefits under this Plan, the claimant may request in writing a review of the denial by the Plan Administrator. Any claimant seeking review hereunder is entitled to examine all pertinent documents, and to submit issues and comments in writing.

10.03 Response to Appeal. The Plan Administrator shall render a decision on review of a claim not later than sixty (60) days after receipt of a request for review under Section 10.02. Such decision shall be in writing and shall state the reasons for the decision, referring to the Plan or Code provision upon which it is based. Such decision of the Plan Administrator shall be final and conclusive.

Section 11

PLAN ADMINISTRATOR

11.01 Plan Administrator. The "Plan Administrator" shall be the Director of Personnel or his/her designee. The Plan Administrator shall have authority and responsibility to take any reasonable action necessary to control and manage the operation and administration of this Plan under the rules applied on a uniform and nondiscriminatory basis to all Participants.

11.02 Appeals Committee. The "Appeals Committee" shall be a committee of three (3) individuals appointed by the Plan Administrator, who shall have authority and responsibility to decide by majority vote any appeals of claims denied pursuant to the provisions of Section 10 above.

11.03 Expenses. All reasonable expenses of the Plan Administrator and Appeals Committee shall be paid by the Employer and any expenses not paid by the Employer shall not be the responsibility of the committee members personally.

Section 12

PLAN CONTRIBUTIONS

12.01 Characterization of Employer and Employee Contributions. All Plan Contributions made on a pre-tax basis shall be designated and deemed to be Employer contributions. All contributions made on an after-tax basis shall be designated and deemed to be Participant Contributions.

12.02 Trust. The plan can provide that no separate trust will be established.

Section 13

AMENDMENT OR TERMINATION

This plan may be amended or terminated at any time by the Board of Supervisors provided, however, that any termination or amendment shall not effect the right of any Participant to claim Benefits for that portion of the Plan Year or coverage period prior to such termination or amendment, to the extent such amounts are payable under the terms of the Plan as in effect prior to the calendar month in which the Plan is terminated or amended. Any amendment or termination shall take effect only as of the end of a pay period.

Section 14

MISCELLANEOUS

14.01 Right to Interpret the Plan. All final decisions in interpreting provisions of the Plan shall be the responsibility of the Plan Administrator and the Appeals Committee.

14.02 No Personal Liability. Nothing contained herein shall impose on any officers or directors of the Employer any personal liability for any Benefits due a Participant or Dependent pursuant to this Plan.

14.03 Additional Procedures. Any rules, regulations, or procedures that may be necessary for the proper administration or functioning of this Plan that are not covered in this Plan shall be promulgated and adopted by the Plan Administrator.

14.04 Agreement not an Employee Contract. This plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant. This Plan shall not be deemed to give any Participant or other employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or other employee at any time regardless of the effect which such discharge shall have upon such a person as a Participant in this Plan. This Plan shall not be deemed to give the Employer the right to require any Participant or other employee to remain the employment of the Employer or to restrict any such person's right to terminate his employment at any time.

14.05 Severability. If any provision of this Plan shall be held invalid for any reason, such illegality or invalidity shall not affect the remaining parts of this Plan and this Plan shall be construed and enforced as if such illegal and invalid provisions had never been included.

14.06 Gender and Number. In the construction of this Plan, reference to any gender shall include the masculine, feminine, and neuter genders, the plural shall include the singular and the singular the plural, wherever appropriate.

14.07 Construction. The terms of the Plan shall be construed under the laws of Virginia except to the extent such laws are pre-empted by federal law.

14.08 Rights. Participants in the Plan are entitled to:

(a) examine, without charge, at the Employer's office, all Plan documents; and

(b) obtain copies of all Plan documents and other Plan information upon written request to the Employer. The Employer may make a reasonable charge for copies.

The Employer has a duty to operate the plan prudently and in the interest of Plan Participants and beneficiaries. No one, including the Employer, may discriminate against a Participant in any way to prevent a Participant from obtaining a Benefit or exercising his or her rights. If a Participant's claim for a Benefit is denied in whole or in part, he or she must be given a written explanation of the reason for the denial. A Participant has the right to have the Employer review and reconsider such claim.

14.09 Delegation. The County of Albemarle shall have the power to delegate specific duties and responsibilities to officers or other employees of the County of Albemarle or other individuals or entities. Any delegation by the County of Albemarle may allow further delegations by the individuals or entity to whom the delegation is made. Any delegation may be rescinded by the County of Albemarle at any time. Each person or entity to whom a duty or responsibility has been delegated shall be responsible for the exercise of such duty or responsibility and shall not be responsible for any act or failure to act of any person or entity.

Approved 08-10-2005

ATTACHMENT 3

At a regular meeting of the Board of Supervisors of Albemarle County, Virginia, held on the 10th day of August, 2005, at the time and place established by such Board for its regular meetings in accordance with Section 15.2-1416 of the Code of Virginia of 1950, as amended, at which the following members were present and absent during the voting for the resolution referred to below:

PRESENT: David P. Bowerman, Kenneth C. Boyd, Lindsay G. Dorrier, Jr., Dennis S. Rooker, Sally H. Thomas and David C. Wyant.

ABSENT: None.

the following resolution was adopted by the affirmative roll call vote of a majority of all members of the Board of Supervisors, the ayes and nays being recorded in the minutes of the meeting as shown below:

MEMBER	VOTE
David Bowerman	Aye
Kenneth Boyd	Aye
Lindsay Dorrier	Aye
Dennis Rooker	Aye
Sally Thomas	Aye
David Wyant	Aye

RESOLUTION APPROVING THE FILING OF AN APPLICATION WITH THE VIRGINIA PUBLIC SCHOOL AUTHORITY FOR A LOAN IN AN APPROXIMATE PRINCIPAL AMOUNT OF $7,790,000

WHEREAS, the Board of Supervisors (the "Board") of Albemarle County, Virginia (the "County"), in collaboration with the Albemarle County School Board, has determined that it is necessary and desirable for the County to undertake capital improvements for its public school system;

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ALBEMARLE COUNTY, VIRGINIA:

1. The Board hereby approves the filing of an application with the Virginia Public School Authority for a loan to the County in an approximate principal amount of $7,790,000 to finance capital improvements for its public school system. The County Executive, in collaboration with the other officers of the County and the Albemarle County School Board, is hereby authorized and directed to complete an application and deliver it to the Virginia Public School Authority.

2. This resolution shall take effect immediately.

ATTACHMENT 4

RESOLUTION TO WAIVE THE
IVY LANDFILL SETTLEMENT AGREEMENT'S
"NO OPPOSITION PROVISION"
REGARDING CELL 5

WHEREAS, the Rivanna Solid Waste Authority (the"RSWA"), the City of Charlottesville (the "City"), and the County of Albemarle (the "County") are parties to a *Settlement Agreement and Release* dated October 2, 2000 (the "Settlement Agreement") with certain individuals and entities who were plaintiffs (the "Plaintiffs") in an action filed against the RSWA, the City, and the County relating to the Ivy Landfill; and

WHEREAS, Section D.1.a. of the Settlement Agreement requires the Plaintiffs to refrain from opposing the issuance to the RSWA by the Virginia Department of Environmental Quality, or any other applicable federal, state, local or regional governmental authority, of a permit to construct and operate a CDD waste disposal cell identified as Cell 5 in the Settlement Agreement within certain limitations (the "No Opposition Provision"); and

WHEREAS, the County understands that certain Plaintiffs desire to have the County waive its rights under the No Opposition Provision and the County is willing to waive such rights.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby waives the rights of the County under the No Opposition Provision contained in Section D.1.a. of the Settlement Agreement.

SP-2005-004. Final Touch Tree Service, LLC (Sign #73). **Public hearing** on a request for Home Occupation Class B for office use to support tree trimming business, in accord w/Sec 10.2.2.31 of the Zoning Ord which allows for Home Occupations Class B in the RA by special use permit. TM 7, P 30 contains approx 5 acs. Loc at 2985 Shiffletts Mill Rd (Rt 687), approx 1 mile W of its intersec w/Free Union Rd (Rt 601). Znd RA. White Hall Dist.

1. Structures used for this home occupation shall not exceed four hundred (400) square feet in size and shall be limited to the building labeled “Util Bldg” on the physical survey plat of the property dated July 17, 1996. (Attachment B);
2. No tree service equipment or materials shall be stored on the property;
3. No customers of the tree service business shall visit the site; and
4. Prior to the issuance of a Zoning Clearance for the home occupation class B, the applicant shall provide sight distance at the entrance/exit to the property onto Shifflett’s Mill Road (Route 687) to the satisfaction of the Virginia Department of Transportation.