

ACTIONS Board of Supervisors of April 12, 2006 3:00 P.M., Room 235	
May 9, 2006	
<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>
1. Call to Order. <ul style="list-style-type: none"> Meeting was called to order at 3:07 p.m. by the Chairman, Mr. Rooker. All BOS members were present. Also present were Bob Tucker, Larry Davis, Tom Foley, Mark Graham, Lori Allshouse, Ron White and Ella Carey. 	
2a. Work Session: FY 2007-2010 Strategic Plan – Session #4. <ul style="list-style-type: none"> HELD. 	
2b. Work Session: Rural Areas Implementation, Phasing, Clustering and Family Division. <ul style="list-style-type: none"> HELD. REQUESTED additional information on phasing, combining phasing and clustering, central water and septic systems, family divisions and hardships. 	<u>David Benish:</u> Provide additional information on next available agenda.
NonAgenda. <ul style="list-style-type: none"> Paul Wright expressed concern about the availability of ARB staffing to review applications that will be coming forward for Albemarle Place. Mark Graham responded that staff and the developer have worked out a solution. Discussed Board's prior action of April 5th regarding the Ruckersville Turnpike. AGREED to the transportation modeling with a Ruckersville Parkway, but would not include a Ruckersville Parkway with the land use alternatives. Ms. Thomas suggested she discuss at the MPO with VDOT the implications of the Board taking this action. 	
3. Recess. <ul style="list-style-type: none"> The Board recessed at 5:45 p.m. 	
ACTIONS Board of Supervisors of April 12 2006 6:00 P.M., Room 241	
<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>
4. Call to Order. <ul style="list-style-type: none"> Meeting was called to order at 6:05 p.m. by the Chairman, Mr. Rooker. All BOS members were present. Also present were Bob Tucker, Larry Davis, Mark Graham, David Benish and Ella Carey. 	
7. From the Public: Matters Not Listed on the Agenda. <ul style="list-style-type: none"> William West and Lance Fjeseth, residents of Commonwealth Drive, expressed concerns about late night activities occurring in the area. They asked that the County do something about the situation. They also asked that a 	<u>Bob Tucker:</u> Will look at alternatives to address the situation.

	barrier be erected between the residential and commercial area.	
8.2	<p>Authorize Lease of County-Owned Office Space to the Charlottesville-Albemarle Commission on Children and Families (CCF).</p> <ul style="list-style-type: none"> • APPROVED rental of surplus space at the County Office Building-5th Street and AUTHORIZED the County Executive to execute the lease on behalf of the County for the space. 	<u>County Attorney's office</u> ; Forward copy of fully executed lease to Clerk's office for files. (Attachment 1)
8.3	<p>Letter to legislators supporting gubernatorial amendments to HB 1290 and SB 270, re: changes in language definition of "idle" equipment.</p> <ul style="list-style-type: none"> • APPROVED. 	<u>Clerk</u> ; Fax and mail to legislators.
9.	<p>Recognition: Fair Housing Month Proclamation.</p> <ul style="list-style-type: none"> • Chairman read and presented proclamation to Ron White. 	(Attachment 2)
10.	<p>Public hearing to receive comments on Albemarle County's Annual Plan for the administration of the Housing Choice Voucher Program.</p> <ul style="list-style-type: none"> • AUTHORIZED County Executive to execute Certifications of Compliance for submission with the Plan. 	<u>Clerk</u> ; Forward to Ron White after County Executive's signature.
11.	<p>SP-2005-032. Rosewood Village Assisted Living at Hollymead Town Center (Signs #8,34).</p> <ul style="list-style-type: none"> • APPROVED SP-2005-032, by a vote of 6:0, subject to the four conditions recommended by the Planning Commission. 	<u>Clerk</u> ; Set out conditions of approval. (Attachment 3)
12.	<p>Adopt FY 2006/07 Capital and Operating Budgets.</p> <ul style="list-style-type: none"> • ADOPTED the attached resolution. 	<u>Clerk</u> ; Forward resolution to Finance and OMD. (Attachment 4)
13.	<p>Adopt Calendar Year 2006 Tax Levy Resolution.</p> <ul style="list-style-type: none"> • ADOPTED the attached resolution. 	<u>Clerk</u> ; Forward resolution to Finance and OMD. (Attachment 5)
14.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p><u>David Wyant</u>:</p> <ul style="list-style-type: none"> • Announced the Farm Bureau's picnic on Friday, April 21st. Board members and their spouses are invited. • Ongoing discussion with Al Reaser, School Transportation, and others about minimizing the number of lights on Route 250. <p><u>Sally Thomas</u>:</p> <ul style="list-style-type: none"> • Mentioned invitation to the Virginia Transit Association meeting to be held on May 10-12, 2006. She used to serve as President of the organization. The group provides valuable information, and she encouraged Board members to attend if they are able. <p><u>Ken Boyd</u>:</p> <ul style="list-style-type: none"> • Discussed increasing monies to expand master planning into additional areas. Mr. Tucker responded that staff is working on a plan of action; the issue is not funding. • Suggested the Board look at setting a rate/growth expectation for building budgets. <p><u>David Slutzky</u>:</p> <ul style="list-style-type: none"> • Clarified the Board's prior discussion on the Ruckersville Parkway. 	

<ul style="list-style-type: none"> Received email from citizen about pavement of Hillsdale Drive which created logistic problems for people getting in and out of parking areas. Concerned because they did not receive prior notice of the paving. <p><u>Dennis Rooker:</u></p> <ul style="list-style-type: none"> There is a lot of pavement breakage on the edge of Rio Road, east from the entrance at Pen Park Drive to the new curve. 	
<p>15. Adjourn.</p> <ul style="list-style-type: none"> The meeting was adjourned at 7:06 p.m. 	

/djm

- Attachment 1 – Commission on Children and Families Lease
- Attachment 2 – Fair Housing Month Proclamation
- Attachment 3 – Conditions of Approval
- Attachment 4 – Budget Resolution
- Attachment 5 – Tax Levy Resolution

AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made as of May 10, 2006 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the CHARLOTTESVILLE/ ALBEMARLE COMMISSION ON CHILDREN AND FAMILIES, Tenant.

ARTICLE I. PREMISES AND IMPROVEMENTS

In consideration of the rents and covenants herein set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the premises described on Exhibit A attached hereto and made a part hereof together with any and all improvements thereon (the "Leased Premises"). The Leased Premises shall be occupied by the Charlottesville/Albemarle Commission on Children and Families.

ARTICLE II. TITLE: QUIET ENJOYMENT

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

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease shall commence on October 25, 2004 (the "Date of Commencement") and shall expire October 24, 2009. All references to the "term" of this Lease shall, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

Section 3.2. Renewal. This Lease may be renewed for an additional period as may be mutually agreed by the Landlord and Tenant. If renewal is not agreed upon by the Landlord and Tenant, this Lease shall expire upon expiration of the initial term.

ARTICLE IV. RENT

Section 4.1. Annual Rent. Commencing upon the Date of Commencement, during the first year of this Lease, Tenant agrees to pay to Landlord annual rent of \$5.00 per gross square foot, payable in equal monthly installments, in advance, on the first day of each month during the term hereof. During the second year of this Lease, Tenant agrees to pay to Landlord annual rent of \$8.60 per gross square foot, payable in equal monthly installments, in advance, on the first day of each month during the term hereof. During the third year of this Lease, Tenant agrees to pay to Landlord annual rent of \$12.00 per gross square foot, payable in equal monthly installments, in advance, on the first day of each month during the term hereof. During the fourth year of this Lease, Tenant agrees to pay to Landlord annual rent of \$16.00 per gross square foot, payable in equal monthly installments, in advance, on the first day of each month during the term hereof. During the fifth year of this Lease, Tenant agrees to pay to Landlord annual rent of \$18.00 per gross square foot, payable in equal monthly installments, in advance, on the first day of each month during the term hereof. Gross square feet shall be calculated within the perimeter of the area to be used solely by the Charlottesville/Albemarle Commission on Children and Families.

After the fifth year of this Lease, the rent for any subsequent term of the Lease shall be indexed for inflation and shall be calculated by first establishing a fraction, the numerator of which shall be the level of the CPI Index (as defined herein) as of the first day of that month which is two months before the month in which the Date of Commencement occurs in the subsequent years, and the denominator of which shall be the level of the CPI Index as of the first day of that month which is two months before the initial Date of Commencement. The resulting fraction shall be multiplied by the rent agreed upon or established for the first year of the term of the Lease to determine the annual rent due for the year. The rental figure shall be revised each year based upon this formula. The CPI Index shall be the U.S. Bureau of Labor Statistics Consumer Price Index (all items, all urban consumers, 1982-1984 = 100). If the CPI Index shall be discontinued, Landlord shall designate an appropriate substitute index or formula having

the same general acceptance as to use and reliability as the CPI Index and such substitute shall be used as if originally designated herein. Notwithstanding the foregoing, in no event shall the rent due for any lease year decrease below the rent payable for the first year.

Section 4.2. Address for Rent Payment. All payments of rent due Landlord pursuant to Section 4.1 shall be made to Landlord at the address specified in Section 15.3, or to such other party or at such other address as hereinafter may be designated by Landlord by written notice delivered to Tenant at least ten (10) days prior to the next ensuing monthly rental payment date.

ARTICLE V. UTILITIES AND SERVICES

Landlord shall provide water, sewer, electricity, heating and cooling, trash collection and janitorial services at no additional cost to Tenant. Tenant shall provide telephone and all other services.

ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. Tenant shall have use of the Leased Premises for offices. Tenant shall also have use of the lunchroom, restrooms, elevators and main entry corridors, which areas will not be calculated in the gross square footage for rental purposes.

Section 6.2. Parking. Tenant shall be entitled to the use of parking spaces in the parking lot and an access easement to the Leased Premises.

ARTICLE VII. ALTERATIONS, IMPROVEMENTS, FIXTURES AND SIGNS

Section 7.1. Installation by Tenant.

(a) Tenant may, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements which do not damage or alter the Leased Premises, provided that Landlord's consent shall have first been obtained in writing, and provided that Tenant shall obtain all required governmental permits for such alterations, additions or improvements.

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

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

ARTICLE VIII. MAINTENANCE OF LEASED PREMISES

Section 8.1. Maintenance. Landlord shall be responsible for all repairs and maintenance for the Leased Premises, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, including, but not limited to, plumbing, heating, electrical, air conditioning, plate glass and windows. Notwithstanding the foregoing, Tenant shall be responsible for all maintenance and repairs necessitated by the negligence of Tenant, its employees and invitees.

Section 8.2. Surrender of Leased Premises. At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises and all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, which Landlord has granted permission to have left in the Leased Premises. At such time,

the Leased Premises shall be broom clean and in good condition and repair, commensurate with its age. If Tenant leaves any of Tenant's personal property in the Leased Premises, Landlord, at its option, may remove and store any or all of such property at Tenant's expense or may deem the same abandoned and, in such event, the property deemed abandoned shall become the property of Landlord.

ARTICLE IX. INSURANCE

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

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

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

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

ARTICLE X. WASTE, NUISANCE, COMPLIANCE WITH GOVERNMENTAL REGULATIONS

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

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

ARTICLE XI. FIRE OR OTHER CASUALTY

If the Leased Premises shall be damaged so as to render two-thirds (2/3) or more of the Leased Premises untenantable by fire or other casualty insured against under the insurance required to be carried by Landlord pursuant to Section 9.2, Landlord may elect to either terminate this Lease as of the date of damage or repair the Leased Premises. Unless Landlord elects to terminate this Lease, such damage or destruction shall in no way annul or void this Lease except that Tenant shall be entitled to a proportionate reduction of the rent payable under Article IV while such repairs are being made, such proportionate reduction to be based upon the proportion of the Leased Premises rendered untenantable as a result of such damage. Notwithstanding the foregoing, if any damage or destruction from any cause whatsoever has not been repaired and such repairs have not commenced within one hundred eighty

(180) days of the date thereof, Tenant may, as its exclusive remedy, terminate this Lease upon thirty (30) days written notice to Landlord.

ARTICLE XII. CONDEMNATION

If the whole or any part of the Leased Premises shall be taken under the power of eminent domain, then this Lease shall terminate as to the part so taken on the day when Tenant is required to yield possession thereof, the Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition; and the rent payable under Article IV shall be reduced proportionately as to the portion of the Leased Premises so taken. If the amount of the Leased Premises so taken is such as to impair substantially the usefulness of the Leased Premises for the purposes for which the same are hereby leased, then either party shall have the option to terminate this Lease as of the date when Tenant is required to yield possession.

ARTICLE XIII. DEFAULT OF TENANT

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

(a) Tenant fails to pay when due any amount of rent, additional rent or other monies due under this Lease, including Articles IV and V, and such payment is not received by Landlord within ten (10) days after written notice of such failure is received by Tenant; or

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

Section 13.2. Remedies. In the event of any default or breach hereof by Tenant, Landlord shall have the right (in addition to all other rights and remedies provided by law) to terminate this Lease or to re-enter and take possession of the Leased Premises, peaceably or by force, and to remove any property therein without liability for damage to and without obligation to store such property, but may store the same at Tenant's expense, and to collect from Tenant all rent then due and which would accrue for the unexpired portion of the term hereof, together with reasonable attorney's fees. In addition, in the event of a failure to pay rent, additional rent or other money within five (5) days of its due date, Tenant shall pay to Landlord the greater of Twenty-Five and no/100 Dollars (\$25.00) or one half (1/2) of one percent (1%) of such sum for each day after the fifth day such rent or other money is late.

ARTICLE XIV. HOLDING OVER, SIGNS, SUCCESSORS

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

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

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

ARTICLE XV. BROKER'S FEES

Tenant and Landlord hereby warrant that there are no brokerage commissions due in connection

with this Lease.

ARTICLE XVI. NO ASSIGNMENT

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

ARTICLE XVII. SUBORDINATION OF LEASE

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

ARTICLE XVIII. MISCELLANEOUS

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

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

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

- (a) if to Landlord, at
County of Albemarle
County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
or at such other address as Landlord may designate by written notice;
- (b) if to Tenant, at
Charlottesville/Albemarle Commission on Children and Families
1600 Fifth Street
Charlottesville, Virginia 22902
or at such other address as Tenant shall designate by written notice.

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

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

Section 18.6. Recording. Upon request of either party, a memorandum of lease will be executed and recorded. Such memorandum shall contain any provisions of this Lease which either party requests except for the provisions of Article IV, which shall not be included. The cost of recording such memorandum of lease or a short form hereof shall be borne by the party requesting such recordation.

Section 18.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 18.8. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 18.9. This lease is subject to annual appropriations by the Board of Supervisors of Albemarle County, Virginia.

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

TENANT

CHARLOTTESVILLE/ALBEMARLE COMMISSION ON CHILDREN AND FAMILIES

By: _____
Print Name: Gretchen Ellis
Title: Director

LANDLORD

This Lease is executed on behalf of the County of Albemarle by Robert W. Tucker, Jr., County Executive, following a duly-held public hearing, and pursuant to a Resolution of the Albemarle County Board of Supervisors.

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Print Name: _____
Title: _____

FAIR HOUSING MONTH

WHEREAS, *April 2006, marks the thirty-eighth anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and*

WHEREAS, *the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and*

WHEREAS, *vigorous local efforts to combat discrimination can be as effective, if not more so, than Federal efforts; and*

WHEREAS, *illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all;*

NOW, THEREFORE, BE IT RESOLVED,

that in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women, the Board of County Supervisors of Albemarle County, Virginia, does hereby join in the national celebration by proclaiming

**APRIL, 2006
as
FAIR HOUSING MONTH**

and encourages all agencies, institutions and individuals, public and private, in Albemarle County to abide by the letter and the spirit of the Fair Housing law.

Signed and sealed this 12th day of April, 2006.

SP-2005-032. Rosewood Village Assisted Living at Hollymead Town Center (Signs #8,34).

PROPOSED: Request for special use permit to allow for 70,000 sq ft assisted living facility on 1.25 acres. ZONING CATEGORY/GENERAL USAGE: PD-MC Planned Development Mixed Commercial - large-scale commercial uses; & residential by special use permit (15 units/acre); EC Entrance Corridor Overlay District. SECTION: 25A.2.2.1 which allows assisted living facilities by special use permit in PDMC. COMPREHENSIVE PLAN LAND USE/DENSITY: Town Center: designates compact, higher density area containing a mixture of businesses, services, public facilities, residential areas & public spaces, attracting activities of all kinds. LOCATION: Tax Map 32 Parcel 41 D. The property is located approx 1,500 feet from US Rt 29 along Timberwood Boulevard in the Hollymead Town Center. MAGISTERIAL DISTRICT: Rio.

1. Maximum usage is limited to ninety-six residents (96) residents in the facility;
2. No part of the assisted living facility site may be utilized for any activities other than those directly related to the adult care residence;
3. The special use permit authorizes only an adult care residence which provides an assisted living level of service, as defined by 22VAC40-71 as provided under the Virginia Administrative Code; and
4. Neither a preliminary or final site plan, building permit, Certificate of Occupancy or any other permit shall be approved or issued for this project if the Zoning Administrator determines that the owners of Area C are in violation of proffer 2.F. for Area C (ZMA-2001-009).

BUDGET RESOLUTION

BE IT RESOLVED by the Board of Supervisors of Albemarle County, Virginia, that the County budget for the Fiscal Year beginning July 1, 2006 be approved as follows:

	FY 06/07 ADOPTED
Administration	\$10,159,767
Judicial	3,528,917
Public Safety	25,723,789
General Services	3,827,382
Human Development (including PVCC)	16,183,339
Parks, Recreation, and Cultural	5,759,627
Community Development	7,564,410
Refunds	146,590
City/County Revenue Sharing	10,134,816
General Government Capital Projects	25,009,173
Storm Water Improvements	650,000
General Government Debt Service	2,254,274
Education – Capital Projects	13,375,000
Education – Debt Service	11,532,726
Education – School Operations	141,732,877
Education – Self-Sustaining Funds	14,830,310
Special Revenue Fund Operations	16,630,703
Less: Interfund Transfers	(11,779,949)
Contingency Reserves	1,539,583
TOTAL	\$298,803,334

RESOLUTION

BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia, does hereby set the County Levy for the Calendar Year 2006 for General County purposes at Seventy-Four Cents (\$0.74) on every One Hundred Dollars of assessed value of real estate; at Seventy-Four Cents (\$0.74) on every One Hundred Dollars of assessed value of manufactured homes; at Seventy-Four Cents (\$0.74) on every One Hundred Dollars of assessed value of public service assessments; at Four Dollars and Twenty-Eight Cents (\$4.28) on every One Hundred Dollars of assessed value of personal property; and at Four Dollars and Twenty-Eight Cents (\$4.28) on every One Hundred Dollars of assessed value of machinery and tools; and

FURTHER orders that the Director of Finance of Albemarle County assess and collect the taxes on all taxable real estate and all taxable personal property.