

ACTIONS
Board of Supervisors Meeting of January 7, 2009

January 15, 2009

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> Meeting was called to order at 9:00 a.m. by the County Executive, Mr. Tucker. All BOS members were present. Also present were Larry Davis, Ella Jordan and Meagan Hoy. 	
<p>4. Election of Chairman.</p> <ul style="list-style-type: none"> ELECTED David Slutzky for Calendar Year 2009. 	
<p>5. Election of Vice-Chairman.</p> <ul style="list-style-type: none"> ELECTED Ann Mallek for Calendar Year 2009. 	
<p>6. Appointment of Clerk.</p> <ul style="list-style-type: none"> REAPPOINTED Ella Jordan as Clerk and REAPPOINTED Meagan Hoy as Senior Deputy Clerk for Calendar Year 2009. 	
<p>7. Set Meeting Times, Dates and Places for Calendar Year 2007.</p> <ul style="list-style-type: none"> SET as follows: first Wednesday of the month at 9:00 a.m., second Wednesday of the month at 6:00 p.m., with meetings to be held in the County Office Building on McIntire Road. Set the meeting dates for January 2010 for: January 6 – 9:00 a.m., and January 13 – 6:00 p.m. 	<p><u>Clerk:</u> Advertise in <u>The Daily Progress</u> and post notice on door of Lane Auditorium.</p>
<p>8. Set Dates for Hearing Zoning Text Amendments Requested by Citizens.</p> <ul style="list-style-type: none"> SET as follows: September 9 and December 9, 2009 and March 10, and June 9, 2010. 	<p><u>Clerk:</u> Advertise in <u>The Daily Progress</u> as required by Section 33.10.2 of the Zoning Ordinance.</p>
<p>9. Rules of Procedures, Adoption of.</p> <ul style="list-style-type: none"> ADOPTED. 	<p><u>Clerk:</u> Forward copy to County Attorney and Community Development. (Attachment 1)</p>
<p>10. Boards and Commission Policy, Adoption of.</p> <ul style="list-style-type: none"> ADOPTED. 	<p>(Attachment 2)</p>
<p>11. From the Board: Matters Not Listed on the Agenda. <u>Ken Boyd:</u></p> <ul style="list-style-type: none"> Congratulated Mr. Slutzky and Ms. Mallek for their respective elections, and thanked Board members for allowing him to serve as Chair for the past two years. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Thanked Board and staff for help and guidance during the past year. Asked for an update on the various issues and items requested by Board members last year. As part of this request Mr. Slutzky asked that staff provide Board members with a list of agenda items scheduled for their review on a quarterly basis, and, also, a comprehensive list of annual items that are scheduled during the year. Mentioned the free television and recycling event scheduled for Saturday, January 31, 2009, in front of Crutchfield at Rio Hill 	<p><u>Clerk:</u> Provide listing to Board members.</p>

<p>Shopping Center.</p> <p><u>Dennis Rooker</u>:</p> <ul style="list-style-type: none"> Commented that legislation for the proposed Regional Transit Authority and funding have been drafted by Legislative Services. Asked that the resolution for the transportation funding legislation be included on the Board's January 14th agenda. <p><u>Lindsay Dorrier</u>:</p> <ul style="list-style-type: none"> Thanked the many volunteers on the County's boards and commissions for their service. Also thanked Mr. Tucker and staff for all the work they do. <p><u>David Slutzky</u>:</p> <ul style="list-style-type: none"> Thanked Board members for giving him the opportunity to serve as Chair. 	<p><u>Clerk</u>: Include as agenda item.</p>
<p>12. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <u>Bill Schrader</u>, a member of the Library Steering Committee for the new Crozet Library, asked the Board to reconsider its decision to move construction of the new library to FY 2013 and instead put the money back into the CIP. <u>Forrest Marshall</u> asked the Board to honor retiring Senator John W. Warner by naming the Meadow Creek Parkway the John W. Warner Parkway. <u>Melissa Wiley</u>, Director of Special Projects for Piedmont Environmental Council, provided an update on the Buy Fresh Buy Local Program. <u>Neal Halverson and Ted Corcoran</u>, of Locus Foods of Virginia, asked for the Board's consideration of their proposal for funding from the County's Economic Opportunity Fund. <u>Jeff Werner</u>, of PEC, followed up on comments made by Melissa Wiley concerning the Buy Fresh Buy Local Program. Mr. Slutzky suggested PEC prepare a summary description of these community activities and identify ways the County can be supportive. <u>John Martin</u>, commented that it was hard to hear Board members speaking. <u>Kay Jenkins</u>, of JABA, spoke about using local foods and encouraged the Board's consideration of the funding request for the local food distribution hub. APPROVED, by a vote of 6:0, naming the portion of the Meadow Creek Parkway located in the County, subject to similar action by City Council, the John W. Warner Parkway. 	<p><u>Clerk</u>: Notify City Council of Board's action.</p>
<p>13.2 FY 2009 Appropriations.</p> <ul style="list-style-type: none"> APPROVED the budget amendment in the amount of \$1,460,874.54 and the approval of the FY 2009 Appropriations #2009043, #2009044, #2009045, #2009046, #2009047, and #2009048. 	<p><u>Clerk</u>: Forward signed appropriations to Finance Department and appropriate individuals.</p>
<p>13.3 Resolution Regarding the Commonwealth's FY 2009-2010 Budget Shortfall.</p>	<p><u>Clerk</u>: Forward copy of resolution to Governor and County of Albemarle Delegates and</p>

	<ul style="list-style-type: none"> • ADOPTED resolution. 	Senators. (Attachment 3)
13.4	<p>Resolution to accept road(s) in Woodlands Subdivision into the State Secondary System of Highways.</p> <ul style="list-style-type: none"> • ADOPTED resolution. 	<u>Clerk</u> : Forward signed resolution and Form AM-4.3 to Glenn Brooks. (Attachment 4)
13.5	<p>Resolution to accept road(s) in Fishing Creek Subdivision into the State Secondary System of Highways.</p> <ul style="list-style-type: none"> • ADOPTED resolution. 	<u>Clerk</u> : Forward signed resolution and Form AM-4.3 to Glenn Brooks. (Attachment 5)
13.6	<p>Resolution to accept road(s) in Fontana Subdivision (Phase 4B) into the State Secondary System of Highways.</p> <ul style="list-style-type: none"> • ADOPTED resolution. 	<u>Clerk</u> : Forward signed resolution and Form AM-4.3 to Glenn Brooks. (Attachment 6)
13.7	<p>Voluntary Early Retirement Incentive Program (VERIP) – Amendment of Personnel Policy §P-63, Retirement.</p> <ul style="list-style-type: none"> • ADOPTED resolution. 	<u>Clerk</u> : Forward copy of resolution to Human Resources and County Attorney’s offices. (Attachment 7)
13.8	<p>Competitive Swimming Funding Requests.</p> <ul style="list-style-type: none"> • Board members indicated they would like to receive a position from the School Board on School use of the proposed facility. 	
14.	<p>Department of Social Services Advisory Board Annual Report.</p> <ul style="list-style-type: none"> • RECEIVED. 	
15.	<p>Charlottesville Free Clinic/Health Department Proposal.</p> <ul style="list-style-type: none"> • GRANTED, by a vote of 6:0, approval of the CFC Board’s request to proceed with its plan to renovate the existing Health Department building to accommodate its medical clinic and pharmacy as well as assume operation of the Dental clinic in general accordance with the November 2008 floor plans developed by the architectural firm of Daggett and Grigg of Charlottesville. AUTHORIZED staff to proceed with development of a new lease with the Health Department to extend the term of its current Deed of Lease and allow for occupancy of additional space by CFC. • Board members suggested that CFC submit the bid package to additional contractors as may be appropriate. 	<u>Bryan Elliott</u> : Proceed as approved. Bring back amended lease for Board consideration at future meeting.
16.	<p>Crozet Master Plan Five Year Update.</p> <ul style="list-style-type: none"> • ENDORSED, by a vote of 6:0, the Public Participation Plan for the Crozet Master Plan Five Year Update. 	<u>Community Development</u> : Proceed as approved. (Attachment 8)
	RECESS . Board recessed at 10:47 a.m., and reconvened at 10:58 a.m.	
17.	<p>Economic Opportunity Fund Guidelines and Proposals.</p> <ul style="list-style-type: none"> • CONSENSUS of Board to add the following criteria: An analysis of the anticipated tangible benefits to the community from the investment. • SUPPORTED staff’s proposed guidelines to be formalized for future consideration by the Board. • Expressed support for the local food distribution hub proposal. Requested applicant 	<p><u>Susan Stimart</u>: Formalize criteria and bring back to Board when ready for their action.</p> <p><u>Clerk</u>: Schedule on agenda when ready to come back to Board.</p>

	bring forward business plan.	
18.	<p>Closed Session. Personnel and Legal Matters.</p> <ul style="list-style-type: none"> At 11:55 a.m., the Board went into closed session to consider appointments to boards, committees, and commissions; to evaluate the performance of a County department which requires the discussion of the performance of a specific individual; and to consult with legal counsel and staff regarding specific legal matters requiring legal advice regarding regional authorities. 	
19.	<p>Certified Close Session.</p> <ul style="list-style-type: none"> At 2:04 p.m., the Board reconvened into open session and certified the closed session. 	
20.	<p>Boards and Commissions: Appointments.</p> <ul style="list-style-type: none"> APPOINTED Richard "Rit" Venerus to the Joint Airport Commission with said term to expire December 1, 2011. APPOINTED Richard Carter as the Jack Jouett representative to the Albemarle County Service Authority to fill an unexpired term which will expire on December 31, 2009. REAPPOINTED Vernon Jones as the White Hall representative to the Economic Development Authority with said term to expire January 19, 2013. REAPPOINTED Alan Collier (Rivanna), David Cooke (Jack Jouett), Virginia Gardener (White Hall), Rosa Hudson (Scottsville), and Alice Nye Fitch (Samuel Miller) to the Equalization Board with said terms to expire December 31, 2009. APPOINTED Martha DeJarnette to the Housing Committee with said term to expire December 31, 2010. APPOINTED Erika Castillo to the Jefferson Area Disability Services Board as the Albemarle County Local Government Official representative. REAPPOINTED Joe Samuels to the ACE Appraisal Review Committee with said term to expire December 31, 2009. REAPPOINTED Steve Ashby to the Community Mobility Committee with said term to expire December 31, 2010. REAPPOINTED Deborah Van Eersel as the UVA representative to the Housing Committee with said term to expire December 31, 2011. REAPPOINTED Michael Gaffney to the Rivanna Solid Waste Authority and the Rivanna Water and Sewer Authority, as the joint City/County representative, with said terms to expire December 31, 2010. 	<p><u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.</p>
21a.	<p>VDOT Monthly Report.</p> <ul style="list-style-type: none"> The safety implementations at Forest Lakes are nearly complete. The Burnley Station signal has been put into flash mode. Operation of the signal should begin early next week. 	

<ul style="list-style-type: none"> • Regarding the Woodlands Road and Raes Ford intersection, VDOT will be making that intersection a four way stop, which will occur in the Spring. VDOT will notify the public of the change. • VDOT staff is still working on the analysis of Dry Bridge. • Advance Mills Bridge advertisement date will be January 13, 2009. VDOT hopes to have a contract awarded in March. • There will be a field inspection on Georgetown Road on January 28, 2009. They hope to have a public hearing in March. • VDOT will be adding lowered speed limit signs on Crozet Avenue and Route 240 South. • The concern of pavement edge-lines in Crozet has been reviewed by the VDOT traffic engineering staff, and they will recommend that edge-lines are put on that road. • Crozet is a target area for tree trimming. VDOT has attempted to get a contract, but bids were above estimate. • Update provided to Board members on the financial picture regarding secondary road funding. 	
<p>21b. Transportation Matters not Listed on the Agenda. <u>Dennis Rooker:</u></p> <ul style="list-style-type: none"> • Commented that the State cuts on the primary roads were comparable to the cuts on the secondary roads. <p><u>Lindsay Dorrier:</u></p> <ul style="list-style-type: none"> • Asked what the chances were of the Federal Government investing money into Virginia. Mr. Sumpter said that VDOT is working on projects that could fit into a stimulus package. The projects VODT are looking at are ones that could be under construction within six months. <p><u>Sally Thomas:</u></p> <ul style="list-style-type: none"> • Asked if trash pick-up had been contracted on certain routes. Mr. Sumpter said that at this time, service contracts have been put on hold. She suggested having citizen's adopt more roads. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> • Asked how long the bridge on Dickerson Road will be a three ton bridge. Mr. Sumpter advised there are no plans to do any other improvements to it. • Would like to know how much is in the bank for Jarman's Gap Road at this time. <p><u>Ken Boyd:</u></p> <ul style="list-style-type: none"> • Asked when the Rural Rustic Road Program will come back to the Board. It will most likely come to the Board in March or April. • He and Mr. Slutzky attended a Culpeper Transportation Board public hearing last night, and he came away with the feeling that the Meadow Creek Parkway and rail service 	<p><u>Clerk:</u> Forward comments to Sue Kennedy and Allan Sumpter.</p>

	funding will not be cut.	
22.	<p><u>Virginia Community Development Block Grant Program.</u></p> <ul style="list-style-type: none"> • SET, by a vote of 6:0, a public hearing for Wednesday, April 1, 2009 for the second required public hearing to review any proposed applications. 	<u>Clerk</u> : Schedule on April 1, 2009 agenda for public hearing.
23.	<p><u>Route 20 Visitor's Center.</u></p> <ul style="list-style-type: none"> • ADOPTED, by a vote of 6:0, the attached resolution, authorizing (1) the return of a one-half interest in the Route 20 Visitors' Center property to the City of Charlottesville and (2) the joint re-conveyance by the City and County of the entire interest in that property to the State Board for Community Colleges. 	<u>Clerk</u> : Notify City of Board's action. (Attachment 9)
24.	<p><u>Request to grant sanitary sewer line easement across Belvedere Boulevard.</u></p> <ul style="list-style-type: none"> • APPROVED, by a vote of 6:0, the proposed easement and AUTHORIZED the County Executive to sign the deed of easement on behalf of the County after the deed has been approved by the County Attorney with any necessary changes. 	<u>County Attorney's office</u> : Provide Clerk with copy of fully executed document. (Attachment 10)
25.	<p><u>Ivy Creek Natural Area (ICNA) Tenant House Lease.</u></p> <ul style="list-style-type: none"> • AUTHORIZED, by a vote of 6:0, the County Executive to sign the attached proposed lease agreement. 	<u>County Attorney's office</u> : Provide Clerk with copy of fully executed document. (Attachment 11)
26.	<p><u>ZTA2008-00003 Administrative Waivers</u></p> <ul style="list-style-type: none"> • DEFERRED, by a vote of 6:0, to January 14, 2009 meeting. 	<u>Clerk</u> : Schedule on consent agenda for January 14, 2009.
27.	<p>Work Session: CPA-2008-0004 – Economic Development Policy Update.</p> <ul style="list-style-type: none"> • HELD. • AUTHORIZED, by a vote of 6:0, the Economic Development Policy be set for public hearing at the earliest possible date. 	<u>Clerk</u> : Schedule for public hearing on February 11, 2009.
28.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p><u>Ken Boyd</u>:</p> <ul style="list-style-type: none"> • Asked for an update to the Board on the TJPED Program, <i>Business First</i>. • Asked about a letter he received regarding a title search from Rick Carter. Mr. Davis advised that after additional research is completed, a public hearing will be scheduled. <p><u>Ann Mallek</u>:</p> <ul style="list-style-type: none"> • Hopes the Board will continue to look at process improvements. • Hopes to revisit the single tree grading plan. <p><u>Dennis Rooker</u>:</p> <ul style="list-style-type: none"> • Asked the County Attorney to draft a resolution to request enabling legislation to fund transportation. Mr. Davis advised that he will send out a draft to the Board members. <p><u>Sally Thomas</u>:</p> <ul style="list-style-type: none"> • Updated Board members on legislation the 	<u>County Attorney</u> : Prepare for January 14 th agenda.

<p>High Growth Coalition will be focusing on during this General Assembly session.</p> <p><u>Lindsay Dorrier:</u></p> <ul style="list-style-type: none"> • Asked the Clerk to provide a calendar of Board meeting dates through the end of the year, and a list of tentative upcoming agenda items. <p><u>David Slutzky:</u></p> <ul style="list-style-type: none"> • Requested that the Joint Affordable Housing Task Force Report be scheduled on the Board's agenda. 	<p><u>Clerk:</u> Provide Board with schedule of meetings and agenda items.</p> <p><u>Clerk:</u> Schedule on February 4, 2009 agenda.</p>
<p>29. Adjourn.</p> <ul style="list-style-type: none"> • The meeting was adjourned at 4:36 p.m. 	

ewj/mrh

Attachment 1 – Rules of Procedures

Attachment 2 – Boards and Commissions Policy

Attachment 3 – Resolution Regarding the Commonwealth's FY 2009-2010 Budget Shortfall

Attachment 4 – Resolution to accept road(s) in Woodlands Subdivision into the State Secondary System of Highways

Attachment 5 – Resolution to accept road(s) in Fishing Creek Subdivision into the State Secondary System of Highways

Attachment 6 – Resolution to accept road(s) in Fontana Subdivision (Phase 4B) into the State Secondary System of Highways

Attachment 7 – Voluntary Early Retirement Incentive Program (VERIP) – Amendment of Personnel Policy §P-63, Retirement

Attachment 8 – Crozet Master Plan Five Year Update Public Participation Plan

Attachment 9 – Route 20 Visitor's Center

Attachment 10 – Easement - Belvedere Boulevard

Attachment 11 – ICNA Tenant House Lease

**RULES OF PROCEDURE
ALBEMARLE BOARD OF COUNTY SUPERVISORS**

A. *Officers*

1. *Chairman.* The Board at its annual meeting shall elect a Chairman who, if present, shall preside at such meeting and at all other meetings during the year for which elected. In addition to being presiding officer, the Chairman shall be the head official for all the Board's official functions and for ceremonial purposes. He shall have a vote but no veto. (Virginia Code Sections 15.2-1422 and 15.2-1423)
2. *Vice-Chairman.* The Board at its annual meeting shall also elect a Vice-Chairman, who, if present, shall preside at meetings in the absence of the Chairman and shall discharge the duties of the Chairman during his absence or disability. (Virginia Code Section 15.2-1422)
3. *Term of Office.* The Chairman and Vice-Chairman shall be elected for one-year terms; but either or both may be re-elected for one or more additional terms. (Virginia Code Section 15.2-1422)
4. *Absence of Chairman and Vice-Chairman.* If the Chairman and Vice Chairman are absent from any meeting, a present member shall be chosen to act as Chairman.

B. *Clerk and Deputy Clerks*

The Board at its annual meeting shall designate a Clerk and one or more Deputy Clerks who shall serve at the pleasure of the Board. The duties of the Clerk shall be those set forth in Virginia Code Section 15.2-1539 and such additional duties set forth in resolutions of the Board as adopted from time to time. (Virginia Code Section 15.2-1416)

C. *Meetings*

1. *Annual Meeting.* The first meeting in January held after the newly elected members of the Board shall have qualified, and the first meeting held in January of each succeeding year, shall be known as the annual meeting. At such annual meeting, the Board shall establish the days, times, and places for regular meetings of the Board for that year. (Virginia Code Section 15.2-1416)
2. *Regular Meetings.* The Board shall meet in regular session on such day or days as has been established at the annual meeting. The Board may subsequently establish different days, times, or places for such regular meetings by passing a resolution to that effect in accord with Virginia Code Section 15.2-1416. If any day established as a regular meeting day falls on a legal holiday, the meeting scheduled for that day shall be held on the next regular business day without action of any kind by the Board. (Virginia Code Section 15.2-1416)

If the Chairman (or Vice Chairman, if the Chairman is unable to act) finds and declares that weather or other conditions are such that it is hazardous for Board members to attend a regular meeting, such meeting shall be continued to the next regular meeting date. Such finding shall be communicated to the members of the Board and to the press as promptly as possible. All hearings and other matters previously advertised shall be conducted at the continued meeting and no further advertisement shall be required. (Virginia Code Section 15.2-1416)

Regular meetings, without further public notice, may be adjourned from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business of the Board is complete. (Virginia Code Section 15.2-1416)

3. *Special Meetings.* The Board may hold special meetings as it deems necessary at such times and places as it deems convenient. A special meeting may be adjourned from time to time as the Board finds necessary and convenient. (Virginia Code Section 15.2-1417)

A special meeting shall be held when called by the Chairman or requested by two or more members of the Board. The call or request shall be made to the Clerk of the Board and shall specify the matters to be considered at the meeting. Upon receipt of such call or request, the Clerk, after consultation with the Chairman, shall immediately notify each member of the Board, the County Executive, and the County Attorney. The notice shall be in writing and delivered to the person or to his place of residence or business. The notice shall state the time and place of the meeting and shall specify the matters to be considered. No matter not specified in the notice shall be considered at such meeting unless all members are present. The notice may be waived if all members are present at the special meeting or if all members sign a waiver for the notice. (Virginia Code Section 15.2-1418) The Clerk shall notify the general news media of the time and place of such special meeting and the matters to be considered.

D. *Order of Business*

The Clerk of the Board shall establish the agenda for all meetings in consultation with the Chairman. The first two items on the agenda for each regular meeting of the Board shall be the Pledge of Allegiance and a moment for silent meditation.

The procedures for receiving comment from the public for matters not on the agenda shall be at the discretion of the Board. Unless otherwise decided, individuals will be allowed a three-minute time limit in which to speak during the time set aside on the agenda for "From the Public: Matters Not Listed for Public Hearing on the Agenda".

Zoning applications advertised for public hearing shall be on the agenda for public hearing on the advertised date unless the applicant submits a signed written deferral request to the Clerk of the Board no later than noon on Wednesday of the week prior to the scheduled public hearing. The first request for a deferral will be granted administratively by the Clerk. The Board will be notified of the deferral in the next Board package and the deferral will be announced at the earliest possible Board meeting to alert the public of the deferral. Any request received later than the Wednesday deadline and any subsequent request for a deferral for the same application previously deferred will be granted only at the discretion of the Board by a majority vote. The deferral shall not be granted unless the Board determines that the reason for the deferral justifies the likely inconvenience to the public caused by the deferral. The staff will make every effort to alert the public when a deferral is granted.

It is the Board's preference that a public hearing should not be advertised until all of the final materials for a zoning application have been received by the County and are available for public review. To achieve this preference, applicants should provide final plans, final codes of development, final proffers, and any other documents deemed necessary by the Director of Community Development, to the County no later than two business days prior to the County's deadline for submitting the public hearing advertisement to the newspaper. Staff will advise applicants of this date by including it in annual schedules for applications and by providing each applicant a minimum of two weeks advance notice of the deadline.

If the applicant does not submit the required materials by this date, the public hearing shall not be advertised unless the applicant demonstrates to the satisfaction of the Director of Community Development that good cause exists for the public hearing to be advertised. If not advertised, a new public hearing date will be scheduled. If the public hearing is held without final materials being available for review throughout the advertisement period due to a late submittal of

documents, or because substantial revisions or amendments are made to the submitted materials after the public hearing has been advertised, it will be the policy of the Board to either defer action and schedule a second public hearing that provides this opportunity to the public or to deny the application, unless the Board finds that the deferral would not be in the public interest or not forward the purposes of this policy.

Final signed proffers shall be submitted to the County no later than nine calendar days prior to the date of the advertised public hearing. This policy is not intended to prevent changes made in proffers at the public hearing resulting from comments received from the public or from Board members at the public hearing.

E. *Quorum*

A majority of the members of the Board shall constitute a quorum for any meeting of the Board. If during a meeting less than a majority of the Board remains present, no action can be taken except to adjourn the meeting. If prior to adjournment the quorum is again established, the meeting shall continue. (Virginia Code Section 15.2-1415)

A majority of the members of the Board present at the time and place established for any regular or special meeting shall constitute a quorum for the purpose of adjourning such meeting from day to day or from time to time, but not beyond the time fixed for the next regular meeting.

F. *Voting Procedures*

1. *Approval by Motion.* Unless otherwise provided, decisions of the Board shall be made by approval of a majority of the members present and voting on a motion properly made by a member and seconded by another member. Any motion that is not seconded shall not be further considered. The vote on the motion shall be by a voice vote. The Clerk shall record the name of each member voting and how he voted on the motion. If any member abstains from voting on any motion, he shall state his abstention. The abstention will be announced by the Chairman and recorded by the Clerk. A tie vote shall defeat the motion voted upon. (Article VII, Section 7, Virginia Constitution)
2. *Special Voting Requirements.* A recorded affirmative vote of a majority of all elected members of the Board shall be required to approve an ordinance or resolution (1) appropriating money exceeding the sum of \$500; (2) imposing taxes; or (3) authorizing the borrowing of money. (Virginia Code Section 15.2-1428)
3. *Public Hearings.* The Board shall not decide any matter before the Board requiring a public hearing until the public hearing has been held. The Board may, however, at its discretion, defer or continue the holding of a public hearing or consideration of such matter. The procedures for receiving comment from the applicant and the public for public hearings shall be at the discretion of the Board. Unless otherwise decided, the applicant shall be permitted no more than ten minutes to present its application. Following the applicant's presentation, any member of the public shall be permitted no more than three minutes to present public comment. Speakers are limited to one appearance at any public hearing. Following the public comments, the applicant shall be permitted no more than five minutes for a rebuttal presentation.
4. *Motion to Amend.* A motion to amend a motion before the Board, properly seconded, shall be discussed and voted by the Board before any vote is taken on the original motion unless the motion to amend is accepted by both the members making and seconding the original motion. If the motion to amend is approved, the amended motion is then before the Board for its consideration. If the motion to amend is not approved, the original motion is again before the Board for its consideration.
5. *Previous Question.* Discussion of any motion may be terminated by any member moving the "previous question". Upon a proper second, the Chairman shall call for a vote on the motion of the previous question. If approved by a majority of those voting, the Chairman

shall immediately call for a vote on the original motion under consideration. A motion of the previous question shall not be subject to debate and shall take precedence over any other matter.

6. *Motion to Reconsider.* Any decision made by the Board may be reconsidered if a motion to reconsider is made at the same meeting or an adjourned meeting held on the same day at which the matter was decided. The motion to reconsider may be made by any member of the Board. Upon a proper second, the motion may be discussed and voted. The effect of the motion to reconsider, if approved, shall be to place the matter for discussion in the exact position it occupied before it was voted upon.
7. *Motion to Rescind.* Any decision made by the Board, except for zoning map amendments, special use permit decisions, and ordinances, (these exceptions shall only be subject to reconsideration as provided above) may be rescinded by a majority vote of all elected members of the Board. The motion to rescind may be made by any member of the Board. Upon a proper second, the motion may be discussed and voted. The effect of the motion to rescind, if approved, is to nullify the previous decision of the Board. Zoning map amendments, special use permit decisions and ordinances may be rescinded or repealed only upon meeting all the legal requirements necessary for taking action on such matters as if it were a new matter before the Board for consideration.

G. *Amendment of Rules of Procedure*

These Rules of Procedure may be amended by a majority vote of the Board at the next regular meeting following a regular meeting at which notice of the motion to amend is given.

H. *Suspension of Rules of Procedure*

These Rules of Procedure may be suspended by the majority vote of the Board members present and voting. The motion to suspend a rule may be made by any member of the Board. Upon a proper second, the motion may be discussed and voted. The effect of the motion to suspend a rule, if approved, is to make that rule inapplicable to the matter before the Board. Provided, however, approval of a motion to suspend the rule shall not permit the Board to act in violation of a requirement mandated by the Code of Virginia, the Constitution of Virginia, or any other applicable law.

- I. Necessary rules of procedure not covered by these Rules of Procedures shall be governed by Robert's Rules of Order's Procedure in Small Boards.

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(Adopted 2-15-73; Amended and/or Readopted 9-5-74, 9-18-75; 2-19-76; 1-3-77; 1-4-78; 1-3-79; 1-2-80; 1-7-81; 1-6-82; 1-5-83; 1-3-84; 1-2-85; 1-3-86; 1-7-87; 1-6-88; 1-4-89; 1-2-90; 1-2-91; 1-2-92; 1-6-93; 1-5-94; 1-4-95; 1-3-96; 1-2-97; 1-7-98; 1-6-99; 1-5-2000; 1-3-2001; 1-9-2002; 1-8-2003; 1-7-2004; 1-5-2005; 1-4-2006; 1-3-2007; 1-9-2008; 1-7-2009).

**ALBEMARLE COUNTY BOARD OF SUPERVISORS
POLICY FOR BOARDS AND COMMISSIONS**

A. CREATION OF NEW BOARDS AND COMMISSIONS

1. On an annual basis the list of active boards and commissions will be purged of all bodies not required by Federal, State, County or other regulations, which have not met at least once during the prior twelve-month period.

2. Whenever possible and appropriate, the functions and activities of boards and commissions will be combined, rather than encouraging the creation of new bodies.

3. Any newly created task force or ad hoc committee which is intended to serve for a limited time period may be comprised of magisterial or at-large members at the discretion of the Board of Supervisors. The appointment process shall follow that adopted in Section B for other magisterial and/or at-large positions.

B. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. All appointments to boards and commissions based upon magisterial district boundaries will be made by the members of the Board of Supervisors. All magisterial positions will be advertised. At the discretion of the supervisor of that district, selected applicants may be interviewed for the position.

2. Prior to each day Board meeting, the Clerk will provide the Board a list of expired terms and vacancies that will occur within the next sixty days. The Board will then advise the Clerk which vacancies to advertise.

3. In an effort to reach as many citizens as possible, notice of boards and commissions with appointment positions available will be published through available venues, such as, but not limited to, the County's website, A-mail, public service announcements and local newspapers. Interested citizens will be provided a brief description of the duties and functions of each board, length of term of the appointment, frequency of meetings, and qualifications necessary to fill the position. An explanation of the appointment process for both magisterial and at-large appointments will also be sent to all applicants.

4. All interested applicants will have a minimum of thirty days from the date of the first notice to complete and return to the Clerk of the Board of Supervisors a detailed application, with the understanding that such application may be released to the public, if requested. No applications will be accepted if they are postmarked after the advertised deadline, however, the Board, at its discretion, may extend the deadline.

5. Once the deadline for accepting applications is reached, the Clerk will distribute all applications received to the members of the Board of Supervisors prior to the day meeting for their review. For magisterial appointments, the Clerk will forward applications as they are received to the supervisor of that district who will then recommend his/her appointment.

6. From the pool of qualified candidates, the Board of Supervisors, at their discretion, may make an appointment without conducting an interview, or may select applicants to interview for the vacant positions. The Clerk will then schedule interviews with applicants to be held during the next day meeting. For magisterial appointments, the decision to interview selected candidates will be determined by the supervisor of that district.

7. All efforts will be made to interview selected applicants and make appointments within ninety days after the application deadline. For designated agency appointments to boards and commissions, the agency will be asked to recommend a person for appointment by the Board of Supervisors.

8. All vacancies will be filled as they occur.

9. All incumbents will be allowed to serve on a board or commission without his/her position being readvertised unless, based on attendance and performance, the chairman of the body or a member of the Board of Supervisors requests the Board of Supervisors to do otherwise.

10. As a condition to assuming office all citizen members of boards and commissions shall file a real estate disclosure form as set forth in the State and Local Government Conflict of Interests Act and thereafter shall file such form annually on or before January 15.

11. If a member of a board or commission does not participate in at least fifty percent of a board's or commission's meetings, the chairman of the body may request the Board of Supervisors terminate the appointment and refill it during the next scheduled advertising period.

C. ADOPTION

This policy shall be reviewed and readopted by the Board of Supervisors in January.

(Amended and/or Readopted 01-07-98; 02-12-2005; 01-04-2006; 01-03-2007; 01-09-2008; 01-07-2009)

Resolution regarding the Commonwealth's FY 2009-2010 Budget Shortfall

Whereas, the County of Albemarle is committed to ensuring fiscal sustainability at the local and state levels of government because fiscal sustainability enables the Commonwealth and its local governments to provide high quality, cost effective, core public services that benefit Virginians today and for generations to come; and

Whereas, the current difficult economic and financial times require government, at all levels, to evaluate service delivery responsibilities and to determine the continued importance of programs meeting critical needs; and

Whereas, the Commonwealth must resolve an estimated 2009 and 2010 biennial revenue shortfall approaching \$3.0 billion that may in fact continue to escalate in the near term; and

Whereas, the County of Albemarle must resolve an estimated local 2009 revenue shortfall of \$7.2 million; and

Whereas, the Commonwealth's General Fund supports most critical core government services including public education, health and human resources, including the Comprehensive Services Act, public safety, natural resources and environmental services by dedicating almost 50 percent of the state's General Fund to local governments (with 74 percent of this funding supporting K-12 public education); and

Whereas, if one level of government establishes and ensures a priority, it is then incumbent upon that level of government to adequately fund the services necessary to meet that priority; and

Whereas, the current economic environment threatens the sustainability of these critical core public services if the Commonwealth is required to reduce its contribution to the financial partnership between the state and its local governments including the County of Albemarle; and

Whereas, specific and necessary state budget reductions may impact a wide array of core public services, including but not limited to public education, the Comprehensive Service Act, and public safety, and many local governments, including the County of Albemarle, will absorb significant state reductions in 2009 and may be compelled to increase real property taxes to help ensure the continuation of vital core public services; and

Whereas, the County of Albemarle stands ready to partner with the Commonwealth to make the difficult budgetary decisions required, including thoroughly evaluating programs and working together to maintain a structural balance between revenues and expenditures that promotes the long-term viability of our Commonwealth.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Albemarle respectfully offers the following budget and revenue recommendations for the 2009 legislative session to the Governor and Virginia General Assembly including the County of Albemarle Delegates and Senators:

- Budget and appropriate sufficient withdrawals from the state's Revenue Stabilization Fund ("Rainy Day Fund") to help offset necessary state budget reductions. Global and national financial markets are imbalanced; consequently, Virginia is one of many states facing a significant state revenue shortfall. The Commonwealth is required to replenish the Fund when economic conditions improve, and the County of Albemarle supports recapitalizing the Fund in better economic times.
- Before budgeting and appropriating necessary state budget reductions, revisit recent state tax exemptions. Since the late 1990s the state has enacted more than \$1.8 billion in net biennial tax reductions and specific General Fund transfers.

- Oppose the enactment of new unfunded and under-funded state mandates that will impose new costs on local governments. Additionally, consider repealing specific, unfunded and under-funded state mandates. In the area of public education, the Governor and Virginia General Assembly should consider providing localities and school districts maximum flexibility to i) suspend specific mandates and ii) manage specific public education reductions.
- Enact a law authorizing equal taxing authority for counties. Counties should be enabled, like cities and towns, to institute specific taxes, including a meals tax without a referendum. The new sources of revenue would be tailored to the needs of a jurisdiction and could help local governments protect adequate funding for the core government services including K-12 public education, and reduce county dependence on property taxes.
- Consider additional possibilities for mitigating the impact of state cuts on local governments. Local governments will have to make significant cuts in services because of flat or decreasing real estate revenues. Permit local governments, at their option, to implement a one-half percent increase in the sales tax as a way to minimize the potential burden passed on to homeowners through increased real property taxes.

Furthermore, the County of Albemarle offers these recommendations in the spirit of compromise and partnership to the Governor and Virginia General Assembly including the County of Albemarle Delegates and Senators.

The Board of County Supervisors of Albemarle County, Virginia, in regular meeting on the 7th day of January, 2009, adopted the following resolution:

RESOLUTION

WHEREAS, the street(s) in **Woodlands Subdivision**, as described on the attached Additions Form AM-4.3 dated **January 7, 2009**, fully incorporated herein by reference, is shown on plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle Board of County Supervisors requests the Virginia Department of Transportation to add the street(s) in **Woodlands Subdivision**, as described on the attached Additions Form AM-4.3 dated **January 7, 2009**, to the secondary system of state highways, pursuant to §33.1-229, Code of Virginia, and the Department's Subdivision Street Requirements; and

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

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

* * * * *

The road(s) described on Additions Form AM-4.3 is:

- 1) **Mountainwood Road (State Route 1112)** from the existing end of State maintenance to the intersection of Mountainwood Road (Route 1112), as shown on plat recorded in the office the Clerk of Circuit Court of Albemarle County in Deed Book 3662, page 528, with a 60-foot right-of-way width, for a length of 0.01 miles.
- 2) **Mountainwood Road (State Route 1112)** from the intersection of Mountainwood Road (Route 1112) to the intersection of Sunset Avenue (Route 781), as shown on plat recorded in the office the Clerk of Circuit Court of Albemarle County in Deed Book 3662, page 528, with a 60-foot right-of-way width, for a length of 0.08 miles.

Total Mileage – 0.09

ATTACHMENT 5

The Board of County Supervisors of Albemarle County, Virginia, in regular meeting on the 7th day of January, 2009, adopted the following resolution:

R E S O L U T I O N

WHEREAS, the street(s) in **Fishing Creek Subdivision**, as described on the attached Additions Form AM-4.3 dated **January 7, 2009**, fully incorporated herein by reference, is shown on plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle Board of County Supervisors requests the Virginia Department of Transportation to add the street(s) in **Fishing Creek Subdivision**, as described on the attached Additions Form AM-4.3 dated **January 7, 2009**, to the secondary system of state highways, pursuant to §33.1-229, Code of Virginia, and the Department's Subdivision Street Requirements; and

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

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

* * * * *

The road(s) described on Additions Form AM-4.3 is:

- 1) **Fishing Creek Lane (State Route 1061)** from the intersection of Buck Mountain Road (Route 665) to the cul-de-sac, as shown on plat recorded in the office the Clerk of Circuit Court of Albemarle County in Deed Book 3662, pages 683-694, with a 50-foot right-of-way width, for a length of 0.21 miles.

Total Mileage – 0.21

The Board of County Supervisors of Albemarle County, Virginia, in regular meeting on the 7th day of January, 2009, adopted the following resolution:

RESOLUTION

WHEREAS, the street(s) in **Fontana Subdivision, Phase 4B**, as described on the attached Additions Form AM-4.3 dated **January 7, 2009**, fully incorporated herein by reference, is shown on plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle Board of County Supervisors requests the Virginia Department of Transportation to add the street(s) in **Fontana Subdivision, Phase 4B**, as described on the attached Additions Form AM-4.3 dated **January 7, 2009**, to the secondary system of state highways, pursuant to §33.1-229, Code of Virginia, and the Department's Subdivision Street Requirements; and

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

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

* * * * *

The road(s) described on Additions Form AM-4.3 is:

- 1) **Via Florence Road (State Route 1775)** from the intersection of Verona Drive (Route 1771) to the cul-de-sac, as shown on plat recorded in the office the Clerk of Circuit Court of Albemarle County in Deed Book 3003, page 417, with a 50-foot right-of-way width, for a length of 0.38 miles.

Total Mileage – 0.38

RESOLUTION

WHEREAS, the County of Albemarle Personnel Policy Manual has been adopted by the Board of Supervisors; and

WHEREAS, it is proposed that Personnel Policy P-63, Retirement, be amended to include a one time retirement incentive by providing additional benefits to employees eligible to retire under the Voluntary Early Retirement Incentive Program (VERIP) who retire by June 30, 2009; and

WHEREAS, the Board of Supervisors desires to adopt the revisions to Personnel Policy P-63.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Albemarle County, Virginia, hereby adopts Personnel Policy P-63, Retirement, of the County of Albemarle Personnel Policy Manual, as attached hereto and incorporated herein, effective January 7, 2009.

* * * * *

§P-63

COUNTY OF ALBEMARLE
PERSONNEL POLICY

§P-63

RETIREMENT

I. REGULAR RETIREMENT

Retirement shall be at the discretion of the employee. Full-time regular employees of Albemarle County who qualify are eligible for the benefits of the Virginia Retirement System ("VRS"). Additional information describing VRS benefits is available on-line at varetire.org.

All employees retiring under VRS and/or the County's VERIP policy are eligible for continuous participation in the group medical and dental insurance plan until they are eligible for Medicare coverage.

Salaried Board Members and full-time or part-time regular employees who are not retiring under VRS and/or VERIP, are eligible for continuous participation in the County's group medical and dental insurance plan until they are eligible for Medicare coverage, provided that they meet the following requirements:

1. be 55 years of age or older;
2. retire from service or separate from employment in good standing after four (4) or more years of continuous service or employment; and
3. be participants in the County's Group medical and dental insurance plan on the day prior to separation from the County.

Individuals eligible to participate in the County's group medical and dental insurance plan shall pay the full cost of health coverage, including any applicable administrative expenses.

II. LONGEVITY INCENTIVE PROGRAM

The County values the service of all of its employees, both full-time and part-time. Since part-time employees are not covered by VRS, the County has elected to establish a Longevity

Incentive Program (the "Program") and thereby provide eligible part-time employees with certain benefits as more fully explained in this section.

A. Scope of Program

All regular, part-time employees of the County will be covered by the Program provided that they work the minimum number of hours necessary to establish eligibility for County benefits. Salaried Board Members are not eligible for participation in this program.

B. Benefits

The following benefits will be provided to eligible part-time employees under the Program:

1. Life Insurance: A term life insurance policy will be provided equal to twice the employee's annual salary with double indemnity for accidental death and dismemberment payments for the accidental loss of one or more limbs or of eyesight.
2. Annuity Program: Based on length of service in the County, part-time employees will be provided with an annuity program. The Board will contribute an annual amount according to the following formula:
 - a. 5 - 9 years of County service - five percent of annual salary.
 - b. 10 - 14 years of County service - seven percent of annual salary
 - c. 15 - 19 years of County service - nine percent of annual salary.
 - d. 20+ years of County service - eleven percent of annual salary.

III. Retirement Pay/Payment upon Death

In recognition of employee service to Albemarle County, regular full-time and part-time employees who meet the age and service criteria for retirement under VRS and have been employed a minimum of five (5) years with Albemarle County shall be paid upon their retirement or death in service \$200 per year for each year of service to the County as a regular employee up to a maximum payment for 25 years of service, less any years previously paid for under this policy. Years of service do not have to be continuous.

IV. Voluntary Early Retirement Incentive Plan (VERIP)

A. Eligibility

Participants in the Albemarle County VERIP must be regular full-time or regular part-time employees eligible for benefits as defined in P-02, Definition of Employee Status and meet the following additional requirements:

1. Full-time employees must be eligible for early or full retirement under the provisions of VRS. Part-time employees must meet the same age and service criteria as if they were full-time employees covered under VRS.
2. Have been employed by Albemarle County for 10 of the last 13 years prior to retirement.
3. Employees retiring under the disability provisions of VRS and/or Social Security shall not be eligible for the VERIP.
4. VERIP benefits will cease if the retiree returns to work in a regular full-time or regular part-time position with Albemarle County.
5. VERIP benefits will continue if the retiree returns to work in a temporary part-time or temporary full-time position with Albemarle County.

B. Benefits

1. VERIP benefits shall be paid monthly for a period of five years after retirement or until age 65, whichever comes first.
2. Benefits under VERIP will be calculated as follows:
 - a. Compute the annual VRS benefit. This computation shall include any reductions for early VRS retirement if appropriate;
 - b. Recompute the annual VRS benefit with the addition of five more years service or the number of additional years needed to reach age 65, whichever is lesser;
 - c. The difference between these two calculations shall be the annual VERIP benefit to be paid on a monthly basis.
 - d. Benefits for part-time employees who are eligible to participate in VERIP shall be determined as if the part-time employees are eligible for an annual VRS benefit and the amount shall be calculated in the same manner as benefits for VRS-eligible employees under subsections (a) – (c) above.
3. The County Executive will recommend to the Board an annual adjustment to the early retirement benefit after having been apprised of the VRS adjustment for retirees.
4. The Board will pay to the employee an amount equal to the Board's annual contribution toward an employee's health insurance as long as the employee is covered by VERIP benefits.

C. Application

Applications for VERIP must be made to the Human Resources Department prior to December 1st of the year preceding the fiscal year the VERIP takes effect.

D. Approval

All VERIP applications are subject to approval by the County Executive or designee.

E. Duration

The Board of Supervisors reserves the right to modify this policy in its discretion, and all benefits described in this policy shall be subject to future modifications and annual appropriations by the Board of Supervisors.

F. Additional Benefits

1. Current employees who apply for VERIP by February 27, 2009 and who meet the eligibility standards identified below shall be entitled to receive, at their election, one of the following:
 - a. Two additional years of Board contributions toward health insurance beyond the duration established by Section IV.B, paid on a monthly basis. Employees who retire at 65 years of age or older shall receive two years of contributions toward health insurance.

- b. The cash equivalent of two additional years of Board contributions toward health insurance, calculated at the FY 2009-10 annual rate and paid in one or more installments.
2. To be eligible for the additional benefits in this section, employees must:
- a. Submit VERIP applications by February 27, 2009;
 - b. Submit a letter by April 1, 2009 establishing a retirement date no later than June 30, 2009; and
 - c. Retire after the effective adoption date of this subsection (F) but no later than June 30, 2009.

Amended: August 4, 1993; April 19, 1995; June 2, 2004; January 7, 2009

Public Participation Plan – Crozet Master Plan Revision

Project Description:

The update is an opportunity to assess Crozet's progress in achieving the goals set in the Master Plan adopted in 2004. As a Development Area in the county's land use plan, Crozet is expected to continue to provide a place for growth to occur outside of the designated Rural Areas as part of the County's overall growth management policy. Now at the five-year mark, as was specified by the Board of Supervisors at the time of plan adoption, it is time to determine how well the goals have been achieved and what may or may not have developed as envisioned given the experience of four plus years of the plan in action. The update is an opportunity to revisit and revise issues of concern from all perspectives.

Work Product for this Project:

The work product for this project is a revision to the Crozet Master Plan based on specific focus areas in the form of a Comprehensive Plan Amendment for adoption by the Board of Supervisors

Specific Focus Areas:

The Master Plan revision will concentrate on major areas /issues of concern identified through the following processes. To date, the Board of Supervisors and Planning Commission have indicated several areas which should be included for study. Using the methodology below, additional areas for study will be determined.

Project Methodology:

Staff and the community will complete several preliminary analyses to measure change and identify any new trends, which will include:

- An assessment of progress to date of the objectives and implementation strategies of the Master Plan. What has and has not been accomplished as envisioned?
- Data collection based on mutually agreed upon data sources and methodology
- Background research regarding existing conditions in the Crozet community
- A mutually agreed upon survey, developed by the CCAC and staff, to survey the Crozet community and others such as County staff who use the master plan. (*The CCAC and staff will identify what they would like the survey to measure/accomplish in relation to the master plan.*)

Based on the results of the various research and analysis tasks listed above, staff and the community will identify major areas/issues of concern that need to be considered as part of the revision process, creating the specific focus areas for the update, with ample public meeting and other involvement opportunities.

The identified focus areas will be reviewed and affirmed with the Planning Commission and the Board of Supervisors for their input and comments, before proceeding with the Master Plan update, which will include:

- Strategies will be developed for responding to the identified focus areas using a variety of public engagement approaches to make sure the community input is broad and inclusive
- Appropriate revisions to the plan will be drafted based on the developed strategies and public input will be used to develop/comment on these strategies.

Level of Public Participation:

Public Collaboration – Collaborating with members of the public in some or all aspects of decisions, including the development of alternatives and the identification of a preferred solution.

We will look to stakeholders for direct advice and innovation in formulating solutions and incorporate their recommendations into the decisions to the maximum extent possible, using the Crozet Community Advisory Council (CCAC) to fulfill a major portion of this stakeholder role.

Public Participation Goals:

- Provide educational opportunities for Crozet residents regarding general planning processes and the existing Crozet Master Plan
- Gather public feedback about community desires for the revision of the Crozet Master Plan
- Establish realistic expectations about the process and timeline for completion of the revision
- Provide transparent process for how public input is used in developing alternative and strategies
- Disseminate community input to ultimate decision makers for their consideration
- Keep public informed about any revisions to the updated Master Plan as it moves through the review process

Role of the Crozet Community Advisory Council:

As the Board of Supervisors' appointed Advisory Council for implementation of the Crozet Master Plan, the CCAC will play a critical role in advising on and assisting with the revision process, including the public participation elements. Because of significant community interest in the revision, the CCAC will invite citizens who are interested in a more in-depth role in the revision beyond the public meetings that will be held to attend CCAC meetings where the master plan revision is an agenda item and to participate in those discussions.

County staff will work with the CCAC to design all elements of the public engagement process and to regularly discuss the effectiveness of community involvement. The CCAC has also formed a number of subgroups focused on different topic areas, and members of those subgroups will be responsible for researching and providing insights on those topics as the plan revision process continues and for serving as community liaisons regarding those issues.

As with all Comprehensive Plan amendments, the Planning Commission will provide the overall guidance and decision-making on the master plan revision process, and the Board of Supervisors will have the ultimate authority for approval.

Other Stakeholders:

- Downtown Crozet Association
- Crozet Community Association
- Crozet residents
- Crozet organizations
- Crozet businesses
- Crozet school communities

Schedule of Public Participation Activities:

Publicity/Outreach Tools will include:

- Citizen planning academy opportunities, refresher sessions on the existing Master Plan
- Public meetings/open houses/other forums will be scheduled as appropriate to provide ample community comment on and involvement in the master plan revision process
- Dedicated website with public comment opportunity
- Frequently Asked Questions list
- Press release schedule to coincide with project milestones
- Notice to the community when public discussions/decisions are occurring

Roles and Responsibilities:

Staff – work with the community to prepare revisions to the Master Plan to present to the Planning Commission and Board of Supervisors for their approval, ensure the effectiveness of the public participation process, provide review and recommendations to the ultimate decision makers in accordance with established county policies and plans, keep community informed about progress of the revisions through the legal review process, record and honor public input, communicate how public input has shaped decisions about the study, present final recommendations to the Planning Commission and the Board of Supervisors

Crozet Community Advisory Committee – The CCAC will play a critical role in advising on and assisting with the revision process, including the public participation elements. County staff will work with the CCAC to design all elements of the public engagement process and to regularly discuss the effectiveness of community involvement. The CCAC has also formed a number of subgroups focused on different topic areas, and members of those subgroups will be responsible for researching and providing insights on those topics as the plan revision process continues and for serving as community liaisons regarding those issues.

Planning Commission – The Planning Commission directs updates to the Comprehensive Plan, and will be expected to manage this update in their legally prescribed role. The Commission has affirmed the public participation plan for the Master Plan update, and will conduct its required public process, including work sessions and a public hearing, on the draft master plan revisions, resulting in a recommendation to the Board of Supervisors

Board of Supervisors – The Board of Supervisors has the final decision making authority for approving all updates to the Comprehensive Plan. The Board of Supervisors will conduct their required public process, including work sessions and a public hearing, on the draft master plan revisions, with the opportunity to adopt the amended master plan

The Feedback Loop:

The public participation plan will ensure dissemination of public input to decision makers and back to the public at large to demonstrate how comments and concerns have been recorded and understood and accurately communicated. It will also show the public how their input has been translated and how it influenced the outcome of the project. Examples of the feedback loop include:

- The Crozet Master Plan website will be kept up to date on all meetings and other events
- All comments generated at public meetings will be recorded and available for review on the county website and will be available for decision-makers during their review
- Major revisions to the project will be communicated to the community prior to being presented to the Planning Commission and/or Board of Supervisors
- All public meetings will be posted to the website and open to the public for their attendance
- The Crozet Amail list will be used to keep interested citizens up to date
- Press releases and other materials will be sent out as appropriate to keep the community informed about the progress of the project

Evaluation:

We will use evaluation as an ongoing tool to assess and improve the public participation plan as the project moves forward, including the following strategies:

- Informal feedback
- Questionnaires/surveys
- End of project evaluation to see if goals are met

**RESOLUTION TO AUTHORIZE CONVEYANCE OF PROPERTY
TO THE STATE BOARD FOR COMMUNITY COLLEGES**

WHEREAS, the County of Albemarle owns a certain parcel of land, known as Tax Map Parcel 77-15B (the "Property"), consisting of 5.911 acres, together with improvements, located at the southwest quadrant of the interchange of Interstate Route 64 and State Route 20, formerly housing the Monticello Visitors' Center and an information center for the Charlottesville-Albemarle Convention & Visitors' Bureau; and

WHEREAS, the County of Albemarle and City of Charlottesville jointly acquired the Property in 1984 from the State Board for Community Colleges on the condition that the Property be used for "the promotion of education, historic preservation, conservation, and display of historically significant artifacts associated with Monticello and for the operation of an information center and gift shop for visitors in the area;" and

WHEREAS, the Property has been leased to the Thomas Jefferson Foundation (TJF) and used as a Monticello Visitor's Center; and

WHEREAS, to facilitate financing, in 1984, the City conveyed its one-half ownership interest to the County, on the condition that the County return that one-half interest to the City upon the termination of the TJF lease; and

WHEREAS, the Thomas Jefferson Foundation is terminating its lease of the Property effective January 31, 2009; and

WHEREAS, unless the property continues to be used for educational or historical purposes, or as an information center, the City and County are required to re-convey the Property to the State Board for Community Colleges upon its request, under the terms of the 1984 deed; and

WHEREAS, the County and City have identified no need to continue to use the property for educational or historical purposes, or as an information center; and

WHEREAS, Piedmont Virginia Community College (PVCC) has requested that the property be returned to the State Board for Community colleges and proposes to use the Property as a Workforce Development Center; and

WHEREAS, the proposed use of the Property by PVCC will benefit the County; and

WHEREAS, prior to the re-conveyance of the Property to the State Board for Community Colleges, the County must return the City's one-half ownership interest to the City.

NOW, THEREFORE, BE IT RESOLVED, that following a public hearing duly held pursuant to *Virginia Code* § 15.2-1800(B), the Albemarle County Board of Supervisors hereby authorizes the County Executive (1) to execute on behalf of the County of Albemarle, Virginia, a Deed and any other document(s) necessary to convey a one-half ownership in Tax Map Parcel 77-15B, consisting of 5.911 acres, together with improvements, to the City of Charlottesville, and (2) to execute on behalf of the County of Albemarle, Virginia, together with the City of Charlottesville, a Deed and any other document(s) necessary to convey Tax Map Parcel 77-15B, consisting of 5.911 acres, together with improvements, to the State Board for Community Colleges.

This document was prepared by:
Albemarle County Attorney
County of Albemarle
401 McIntire Road
Charlottesville, Virginia 22902

Tax Map 61 (Belvedere Boulevard right-of-way)

This deed is exempt from taxation under Virginia Code §§ 58.1-811(A)(3) and 58.1-811(C)(4).

DEED OF EASEMENT

THIS DEED OF EASEMENT, is made and entered into on this _____ day of _____, 2009, by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, Grantor, hereinafter referred to as the "County," and the **ALBEMARLE COUNTY SERVICE AUTHORITY**, a political subdivision of the Commonwealth of Virginia, Grantee, whose address is 168 Spotnap Road, Charlottesville, Virginia, 22911, hereinafter referred to as the "ACSA".

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the County does hereby GRANT and CONVEY with SPECIAL WARRANTY to the ACSA, subject to the terms and conditions set forth herein, a permanent easement and right-of-way (hereinafter, the "Easement") to maintain, repair, replace and operate a sewer line consisting of pipes and appurtenances thereto, over, under an across the real property of the County known as Belvedere Boulevard in the Belvedere Subdivision in Albemarle County, Virginia, and more particularly described as follows:

A permanent sewer line easement in the public right-of-way known as Belvedere Boulevard, located approximately 0.25 miles north of East Rio Road in Albemarle County, Virginia, identified as the "20' Permanent Sanitary Sewer Easement" within the Belvedere Boulevard right-of-way, as shown on the plat entitled "Plat Showing Sanitary Sewer Easement for 'Covenant Church of God' 0.25 Miles North of East Rio Road Rio Magisterial District, Albemarle County, Virginia," dated August 25, 2008 (hereinafter, the "Plat"); the said roadway shown as Belvedere Boulevard is on a plat of record in the Albemarle County Circuit Court Clerk's Office in Deed Book 3543, page 225.

Reference is made to the Plat, a copy of which is attached hereto to be recorded herewith, for the exact location and dimensions of the permanent easement hereby granted and the property over which the Easement crosses.

This Easement shall be subject to the following:

1. Location of Improvements. The ACSA shall construct, install, maintain, repair, replace and extend the sewer line pipes and appurtenances thereto (hereinafter, the "Improvements") only within the Easement. The Improvements shall be underground.

2. Right to Enter; Ingress and Egress. The ACSA shall have the right to enter upon the Easement for the purpose of installing, constructing, maintaining, repairing, replacing and extending the Improvements within the Easement. The ACSA also shall have the right of ingress and egress thereto as reasonably necessary to construct, install, maintain, repair, replace and extend the Improvements. If the ACSA is unable to reasonably exercise the right of ingress and egress over the Belvedere Boulevard right-of-way, the ACSA shall have the right of ingress and egress over the property of the County, if any, adjacent to the right-of-way.

3. Excavation and Restoration. Whenever it is necessary to excavate earth within the Easement, the ACSA shall backfill the excavation in a timely, proper and workmanlike manner so as to restore the surface conditions to the same condition as they were prior to excavation, including restoration of all paved surfaces that were damaged or disturbed as part of the excavation.

4. Vegetation and Obstructions. The ACSA may cut any trees, brush and shrubbery, remove obstructions, and take other similar action reasonably necessary to provide economical and safe installation, maintenance and operation of the Improvements. The ACSA shall not be responsible to the County or its successors and assigns, to replace or reimburse the cost of replacing or repairing any County-owned trees, brush, shrubbery or obstructions that are removed or otherwise damaged that would be inconsistent with the proper maintenance, operation or use of the Improvements.

5. Ownership of Improvements. The Improvements shall be the property of the ACSA.

6. Obligations of the ACSA if and when Belvedere Boulevard is Proposed for Acceptance or is Accepted into the State-Maintained System. If and when the segment of Belvedere Boulevard in which the Easement lies is proposed for acceptance or is accepted into the state-maintained or other publicly-maintained system of highways, the ACSA shall comply with the following:

a. Permits. The ACSA shall obtain all permits required by the Virginia Department of Transportation (hereinafter, "VDOT") or such other public entity that becomes responsible for the maintenance of Belvedere Boulevard (hereinafter, "such other public entity") to authorize the Improvements to exist or remain within the Belvedere Boulevard right-of-way (hereinafter, the "Permits") and shall comply with all applicable requirements of VDOT or such other public entity.

b. Acts Required of ACSA to Assure Acceptance of Belvedere Boulevard into State-Maintained System. Until the ACSA quitclaims its interest in the Easement to VDOT, such other public entity, or the County as required in conjunction with the acceptance of Belvedere Boulevard into the state-maintained or other publicly-maintained system, the ACSA, at its sole expense, shall, promptly alter, change, adjust, relocate or remove the Improvements from the Belvedere Boulevard right-of-way if VDOT or such other public entity determines that such alteration, change, adjustment, relocation or removal is required in order for VDOT or such other public entity to accept Belvedere Boulevard into the system. Neither the County, VDOT, nor such other public entity shall be responsible or liable to the ACSA or its successors or assigns for any costs associated with such alteration, change, adjustment, relocation or removal of the then-existing Improvements. In addition, neither the County, VDOT, nor such other public entity shall be obligated to compensate or reimburse the ACSA or its successors or assigns for any increased or decreased cost or value associated with either the Improvements or Belvedere Boulevard resulting from such alteration, change, adjustment, relocation or removal.

c. Continuing Obligations of ACSA to the County. After VDOT or such other public entity has issued the required Permits, the ACSA shall be subject to the following conditions, notwithstanding any quitclaim of its interests to VDOT or such other public entity, and these conditions shall be continuing obligations of the ACSA:

1. The ACSA, to the extent authorized by law, shall at all times indemnify and save harmless the County, its employees, agents, officers, assigns, and successors in interest from any claim whatsoever arising from the ACSA's exercise of rights or privileges stated herein.

2. In the event that the County or such other public entity becomes responsible for the maintenance of Belvedere Boulevard and the County or such other public entity requires, for its purposes, that the ACSA alter, change, adjust, or relocate the Improvements, across or under Belvedere Boulevard, the cost to alter, change, adjust, or relocate the Improvements shall be the sole responsibility of the ACSA. Neither the County nor such other public entity shall be responsible or liable to the ACSA or its successors or assigns for any costs associated with altering, changing, adjusting or relocating the then-existing Improvements as may be required herein. In addition, neither the County nor such other public entity shall be obligated to compensate or reimburse the ACSA or its successors or assigns for any increased or decreased cost or value associated with either the Improvements resulting from such alteration, change, adjustment or relocation. The requirements of this paragraph 6(c)(2) shall

not apply if the County, VDOT, or such other public entity is either required by law to pay for such costs or is authorized and elects to pay for such costs.

The County, acting by and through its County Executive, duly authorized by action of the Albemarle County Board of Supervisors on January 7, 2009, does hereby convey the interest in real estate made by this deed.

By its acceptance and recordation of this Deed of Easement, the ACSA acknowledges that it, its successors and assigns, shall be bound by the terms herein.

**RESIDENTIAL LEASE AGREEMENT
IVY CREEK NATURAL AREA**

THIS LEASE AGREEMENT is made as of this 1st day of March, 2009; by and between County of Albemarle & City of Charlottesville (hereafter collectively, the "Landlord"), whose address is 401 McIntire Road, Charlottesville, Virginia 22902 (hereafter, the "County"); PO Box 911, Charlottesville, Virginia 22902 (hereafter, the "City") and Steve and Debbie McVey (hereafter, the "Tenant" or the "McVeys").

1. **REAL PROPERTY AND TERM OF OCCUPANCY.** In consideration of the promises and covenants herein, Landlord hereby leases to Tenant that property located in the County of Albemarle, Virginia, and known as Ivy Creek Natural Area Park Tenant House together with the fixtures and personal property listed below, (the Premises) for the term of 1 (one) year(s) commencing at noon on March 1, 2009. Thereafter, unless otherwise terminated by either party, as provided herein, this Lease shall renew automatically for four (4) additional one-year terms.
2. **PERSONAL PROPERTY.** The following personal property is included in the Premises subject to this lease: Range oven, woodstove, and refrigerator.
3. **USE OF PREMISES.** The Premises will be used by Tenant as a private dwelling and for no other purpose. The Premises will be occupied by no persons other than persons who have signed this Lease as Tenant and such person's children under the age of 18.
4. **RENT.**
 - a. Tenant agrees to pay as rent the total sum of \$1,800.00 per year, due and payable in advance in monthly installments of \$150.00, except as follows: If the lease term begins on a day other than the first day of a calendar month, the first month's rent shall be \$ 75.00. If the lease term ends on a day other than the last day of a calendar month, the last month's rent shall be \$75.00. The first month's rent payment is due March 1, 2009. The monthly installment of rent due for each month thereafter shall be due on the first day of each month. Rent shall be paid to County of Albemarle (landlord/agent) at Albemarle County Parks & Recreation, 401 McIntire Road, Charlottesville, Virginia 22902 (address) or at other such place as Landlord or Agent may from time to time designate in writing. If a monthly installment of rent is not received before the 6th day of the month, Tenant agrees to pay as additional rent a charge of late fee of \$10.00 for each month that the monthly installment of rent is not received by the 6th day of such month. The purpose of this late fee is to compensate Landlord for the expenses of processing such delinquent account. Rent payments will be applied first to all past due balances of rent and other charges owing under this Lease. The remaining portion if any of such rent payments will be applied to current rent. If there are two or more tenants, Landlord shall have the option of requiring that only one check, cashier's check or money order will be accepted for each monthly installment for rent.
 - b. As additional rent, the Tenant shall perform the following duties as long as either of them resides on the Property. The following duties may be modified as duties may be added or deleted by mutual written agreement between the County and City and the Tenant. Failure to perform the following duties on the part of the Tenant shall constitute a material breach by the Tenant under the Lease Agreement and shall entitle the Landlord to terminate this Lease or exercise any other remedy under this lease or available law. The Tenant shall:
 - i. Assure the park entrance gate is opened and closed per posted times and at special requests;
 - ii. Assist the public with information as needed;
 - iii. Clean and stock restrooms and clean up and remove trash in parking lot and open areas;
 - iv. In absence of park personnel, perform emergency repair or maintenance of park facilities and grounds, to the extent possible, and contact park personnel
 - v. Mow and trim grass in park and on grass trails and around tenant house as outlined by Park Superintendent;
 - c. The County and City reserve the right to agree to certain modifications pertaining to the foregoing tenant responsibilities during the term of the lease agreement. It is the intent of the County and City to delegate this responsibility to the Albemarle County Parks and Recreation Department,

and its Director.

- d. The County and City further agree that, in the event tenant performs additional duties at the specific request of the County and City in connection with the property, or for any other reason in the sole discretion of the County and City, then an adjustment in the payment of rent under this lease agreement may be made, provided that any such modifications shall be effective only if in writing between the County, City and the tenant. It is the intent of the County and City to delegate this responsibility to the Albemarle County Parks and Recreation Department, and its Director.
5. **BAD CHECKS.** Tenant agrees to pay as additional rent a charge of \$15.00 for each check returned for insufficient funds. This charge will be in addition to any late fee, which may be due. If any of Tenant's checks are returned to Landlord or Agent for insufficient funds, Landlord will have the option of requiring that further payments must be paid by cash, cashier's check, certified check, or money order.
6. **SECURITY DEPOSIT.** Tenant agrees to pay the sum of \$150.00 as a security deposit. This sum will be due when this Lease is signed by Tenant. Prior to the termination or expiration of this Lease, if Landlord makes any deductions from the security deposit for charges arising under this Lease or by law, Tenant agrees to pay Landlord such sums as may be necessary to offset such deductions to replenish and maintain the security deposit in the amount set forth above. The security deposit will be held by Landlord to secure Tenant's full compliance with the terms of this Lease. Within 30 days after the termination of this Lease, Landlord may apply the security deposit and any interest required by law to the payment of any damages Landlord has suffered due to Tenant's failure to maintain the Premises, to surrender possession of the premises thoroughly cleaned and in good condition (reasonable wear and tear excepted), or to fully comply with the terms of this Lease, and any balance, if any, to unpaid rent. Landlord shall provide Tenant with an itemized accounting, in writing, showing all such deductions. Within this 30-day period, Landlord will give or mail to Tenant the security deposit, with any interest required by law and minus any deductions. To assist Landlord, Tenant shall give Landlord written notice of Tenant's new address before Tenant vacates the Premises. During the term of occupancy under this Lease, if Landlord determines that any deductions are to be made from the security deposit Landlord will give written notice to Tenant of such deduction within 30 days of the time Landlord determines that such deduction should be made. This provision applies only to deductions made 30 days or more before the termination of this Lease. Landlord will maintain itemized records of all security deposit deductions and these records may be inspected by Tenant, his authorized agent or attorney, during normal business hours. However, when two years has passed from the time a deduction was made, Landlord may destroy the record of that deduction. If Landlord sells or otherwise transfers all or any interest in the Premises during the term of this Lease, Tenant agrees that Landlord may transfer the security deposit, plus any interest required by law, to the purchaser who in such event shall be obligated to comply with the provisions of this section.
7. **PARKING.** Tenant agrees to comply with such parking rules and regulations as Landlord may issue from time to time, and deliver to Tenant; provided that Tenant shall be given a reasonable opportunity to comply with any parking changes made during Tenant's term of occupancy under this Lease. Vehicles parked on or about the Premises in violation of such rules and regulations may be towed at the owner's expense.
8. **PETS AND ADDITIONAL RESIDENTS.** The Tenant shall not be allowed to have pets or additional residents without Landlord's prior written consent, which may be withheld in the Landlord's sole discretion. If such permission is granted the tenant agrees to be responsible for all damages to the property and third parties (persons and property) caused by pets or additional residents. It is understood that if this approval is given that it may be rescinded in the event a problem develops related to a pet or an additional resident.
9. **UTILITIES.** The Tenant is responsible for all utilities.
10. **ALTERATIONS AND IMPROVEMENTS.** Tenant agrees that no alterations; installations, repairs or decoration (including painting, staining and applying other finishes) shall be done without Landlord's prior written consent. However, Landlord may require Tenant to return the Premises to its original condition when this Lease terminates or expires. In addition, Landlord may require that any change,

alteration or improvement to the Premises will become a permanent part of the Premises which may not be removed upon the termination or expiration of this lease. Such changes or improvements will include, but not be limited to, locks, light fixtures, shutters, built-in shelves or bookcases, wall-to-wall carpeting, flowers and shrubs.

11. **INSPECTIONS AND ACCESS.** Landlord may enter the Premises to make inspections, repairs, decorations, alterations or improvements, and to show the Premises to prospective tenants, purchasers, mortgagees, workers and contractors and shall have the right to erect or place "For Sale" or "For Rent" signs thereon. Except in case of emergency or when it is impractical to give notice, Landlord will give Tenant reasonable notice of Landlord's intent to enter and may enter the Premises only at reasonable times.
12. **MOVE IN INSPECTION.** Within 5 days after Tenant takes possession of the Premises, Landlord agrees to provide Tenant with a list setting forth all of the defects and damages to the Premises, its equipment and appliances. The list shall be treated as correct unless Tenant objects to the list by written notice given to Landlord within five days after Tenant receives the list.
13. **COVENANTS BY LANDLORD.** Landlord covenants and agrees to maintain all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in good and safe working condition; and comply with applicable building and housing code requirements materially affecting health and safety. Landlord's failure to comply with the above requirements will not be grounds for Tenant's termination of this Lease unless Tenant has given Landlord written notice of the defective condition and Landlord has failed to remedy the condition within 21 days. However, Tenant may not terminate the Lease if Tenant, a member of Tenant's family or some other person on the Premises with Tenant's consent intentionally or negligently caused the defective condition. Such defective conditions will be repaired at Tenant's expense. Any termination by Tenant shall be made in accordance with the section of this Lease concerning breach by Landlord.
14. **COVENANTS BY TENANT.** Tenant covenants and agrees to keep the Premises clean and safe; use all electrical, plumbing, heating, ventilating and air-conditioning facilities and appliances in a reasonable manner; conduct himself or herself, and require guests to conduct themselves, in a manner that will not disturb Tenant's neighbors; and to take care not to intentionally or negligently destroy, damage or remove any part of the Premises, and that he or she will not permit any person to do so. The County and City reserve the right to request the Tenant to remove from the site any personal property that is inconsistent with the scenic natural beauty of the park (inoperable vehicles, appliances, etc.). The County and City reserve the right to request the Tenant to cease any activity that is inconsistent with the park or surrounding neighborhood. Tenant covenants and agrees to care for, maintain and repair the Premises, equipment, appliances and fixtures. Upon the expiration or termination of this Lease, Tenant agrees to deliver the Premises in good and clean condition, ordinary wear and tear excepted. Tenant agrees to pay the cost of all repairs and cleaning required by wear and tear beyond the ordinary. During the duration of this Lease, Tenant agrees to give Landlord prompt written notice of any defects in the Premises, its equipment, appliances and fixtures. If further damage occurs between the time Tenant learns that a defect exists and the time Landlord learns of such defect. Tenant will be liable for the costs of any repairs of such additional damage, which might have been avoided, had Tenant promptly notified Landlord of the defect. Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Premises by Tenant or by any of Tenant's guests or other persons on the Premises with Tenant's consent. Tenant further agrees to release, indemnify, protect, defend and hold the County and City harmless from all liability, obligations, losses, claims, demands, damages, actions, suits, proceedings, costs and expenses, including attorney's fees, of any kind or nature whatsoever, whether suffered, made, instituted or asserted by any entity, party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of the Premises, arising out of, connected with, or resulting directly or indirectly from the negligent or intentional acts of Tenant, Tenant's guests or other persons on the Premises with the consent or permission of Tenant. The foregoing agreement to indemnify shall continue in full force and effect notwithstanding the termination of this Agreement. Tenant further agrees to release, indemnify, protect, defend and hold the County and City harmless from all liability, obligations, losses, claims, demands, damages, actions, suits, proceedings, costs and expenses, including attorney's fees, of any kind or nature whatsoever, whether suffered, made, instituted or asserted by any entity, party or person for any personal injury to or death of any person

or persons and for any loss, damage or destruction of the Premises, arising out of, connected with, or resulting directly or indirectly from the negligent or intentional acts of Tenant, Tenant's guests or other persons on the Premises with the consent or permission of Tenant. The foregoing agreement to indemnify shall continue in full force and effect notwithstanding the termination of this Agreement.

15. **TENANT TO CLEAN PREMISES WHEN LEASE ENDS.** Upon the termination or expiration of this Lease, Tenant will remove all of Tenant's property from the Premises and deliver possession of the Premises, thoroughly clean and in good condition, reasonable wear and tear excepted, and in compliance with such reasonable conditions as may be set forth in Landlord's rules and regulations. Tenant's compliance with this section is necessary to insure that the Premises will be in good condition for the next tenants to whom Landlord leases the Premises. Tenant will be liable for any damages Landlord may suffer due to Tenant's failure to leave the Premises thoroughly clean and in good condition, reasonable wear and tear excepted.
16. **MOVE OUT INSPECTION.** Upon the termination or expiration of this Lease, Landlord will inspect the Premises to determine whether Tenant has properly maintained the Premises and has left Premises thoroughly cleaned and in good condition, reasonable wear and tear excepted. Grease accumulation and unreasonable marks, holes, nicks or other injury to walls, ceilings, floors or appliances will not be considered ordinary wear and tear. This inspection will be made to determine what portion of the security deposit will be returned to Tenant and whether Tenant may be liable for damages exceeding the amount of the security deposit. This inspection will be made with 72 hours after the termination of Tenant's occupancy of the Premises. For the purposes of this section, the termination of Tenant's occupancy of the Premises will not be deemed to have occurred until all or substantially all of Tenant's property has been removed from the Premises. Tenant will have the right to be present during this inspection, provided Tenant gives Landlord written notice of Tenant's desire to be present during the inspection. Upon receiving such notice, Landlord will notify Tenant of the time and date when the inspection will be made. However, Tenant's delay in notifying Landlord of Tenant's desire to attend the inspection will not require Landlord to delay making the inspection more than 72 hours after the termination of Tenant's occupancy. If Tenant attends the inspection, an itemized list of damages known to exist at the time of the inspection will be provided to Tenant by Landlord immediately upon the completion of the inspection.
17. **ABANDONMENT OF PROPERTY.** Any personal property Tenant leaves on the Premises after the termination or expiration of this Lease may be treated by Landlord as abandoned property. Landlord will prepare an itemized list of such property and may immediately remove the property from the Premises and place it in storage for safekeeping for a period not less than one month from the date this Lease terminates and possession of the Premises is delivered to Landlord. Tenant may reclaim the property during this one-month period, provided that tenant pays the cost of its removal and storage. Upon expiration of the one-month period, Landlord will be free to dispose of the property as Landlord sees fit, provided written notice of Landlord's intent to dispose of the property is given to Tenant at least 10 days before such disposal occurs. This notice must be sent to Tenant's last known address, address correction requested. In addition, Landlord must keep the itemized list of Tenant's property for two years after Landlord disposes of that property. Any funds received by Landlord from the disposal of Tenant's property may be applied to Tenant's indebtedness to Landlord for unpaid rent or other damages, including charges for removing, storing and selling the property. Any remaining funds will be treated as security deposit.
18. **DAMAGE OR DESTRUCTION OF PREMISES.** If, through no fault or negligence of Tenant or Tenant's guest, fire or other cause destroys or damages the Premises to the extent that Tenant's enjoyment is substantially impaired, Tenant may immediately vacate the premises and within 14 days thereafter give written notice to Landlord of Tenant's intention to terminate this Lease. In such cases, the Lease will terminate as of the date of termination of Tenant's occupancy and Landlord will return Tenant's security deposit, any interest required by law, and prepaid rent covering the period after Tenant vacated the Premises - subject to any set off for charges or damages Tenant owes to Landlord. If, through no fault or negligence of Tenant or Tenant's guests, fire or other cause damages the Premises to the extent that Tenant's enjoyment is somewhat impaired, though not substantially impaired, Landlord will have a reasonable period of time in which to repair the Premises. Landlord's duty to repair will not arise until Tenant gives Landlord written notice of the damage to the Premises. If Landlord fails to repair the Premises within a reasonable period of time after having received written

notice from Tenant, Tenant will be entitled to a reduction in rent for that period of time beginning 30 days after notice was given to Landlord and ending on the date Landlord successfully repairs the Premises. In any dispute concerning Tenant's right to terminate this Lease or receive a rent reduction, Tenant will be required to prove that the condition of the Premises justifies such relief.

19. **BODILY INJURY AND PROPERTY DAMAGE.** Landlord is not an insurer of Tenant's person or property. Except to the extent provided by law, Landlord will not be liable to Tenant for any bodily injury or property damage suffered by Tenant or Tenant's guest.
20. **RULES AND REGULATIONS.** Tenant agrees to comply with Landlord's reasonable and non-discriminatory rules and regulations which concern the use and occupancy of the Premises, which intend to promote the convenience, safety or welfare to tenants or preserve Landlord's property from abusive conduct. Landlord agrees to give Tenant reasonable notice of any new rules or regulations before enforcing such rules and regulations against Tenant.
21. **EARLY TERMINATION OF OCCUPANCY.** Tenant will not be released from liability for all rent and other charges due under this lease unless Landlord signs a written statement on which Landlord agrees to release tenant from such liability.
22. **EARLY TERMINATION OF LEASE BY MILITARY PERSONNEL.** If Tenant is a member of the United States armed forces and (i) receives orders for a permanent change of station to depart 50 miles or more (radius) from the Premises or (ii) is prematurely and involuntarily discharged or relieved from active duty with the United States aimed forces, Tenant may terminate this Lease by serving on Landlord a written notice of termination. This notice must state the date when termination will be effective and that date shall not be less than 30 days after the date Landlord receives the notice. In addition, the termination date shall not be more than 60 days prior to the date of departure necessary for Tenant to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Tenant's written notice of termination must be accompanied by a copy of the official orders. If Tenant exercises this right to terminate this Lease, Tenant shall be obligated for rent prorated to the date of termination. Rent for the final month or portion thereof shall be due on the first day of such month. On account of Tenant's early termination of this Lease, Landlord may require Tenant to pay liquidated damages as follows:
 - a. If Tenant has completed less than 6 months of the tenancy under this Lease as of the effective date of termination, liquidated damages may be no greater than one-month's rent.
 - b. If Tenant has completed at least 6 months but less than 12 months of the tenancy under this Lease as of the effective date of termination, liquidated damages may be no greater than one half of one month's rent. Any amount owed; as liquidated damages by Tenant shall be due on the first day of the month in which the effective termination date occurs. This section shall not relieve Tenant of any other liabilities, which have accrued as of the date of termination.
23. **TERMINATION, RENEWAL OR EXTENSION OF LEASE.** This Lease will automatically terminate at the end of the lease term on the date on which Tenant's occupancy ends. In addition, Landlord may terminate this lease for any reason by giving at least thirty (30) days written notice to Tenant. The termination of this Lease will terminate Tenant's right to occupancy but it will not terminate any claims Tenant or Landlord may have arising out of events occurring during the Lease term or during any holdover by Tenant. No agreement renewing or extending this Lease will be effective unless that agreement is in writing and signed by Tenant and Landlord. If Tenant remains in possession of the Premises after the lease term is terminated or expires and Landlord consents to such holdover but does not enter into a written agreement extending this Lease or substituting a new written lease, Tenant shall have a month to month lease subject to termination by either party upon 30 days notice. The monthly rent during such holdover period shall be at the same rate as under this Lease or as otherwise agreed in writing.
24. **ASSIGNMENT OR SUBLET.** Tenant will not assign this Lease or sublet the Premises without Landlord's prior written consent, which will not be unreasonably withheld or delayed. Tenant agrees to pay Landlord a \$ N/A fee if Tenant assigns or sublets the Premises, or any part thereof. No assignment or sublet will release Tenant from continuing liability for the full performance of this Lease unless Landlord signs a written statement clearly releasing Tenant from such liability.

25. BREACH BY TENANT. If (a) Tenant fails to pay rent within five days after the date when due, (b) Tenant commits a material breach of this Lease, (c) Tenant denies Landlord's exercise of any rights under this Lease or arising by law, (d) legal proceedings are begun by or against Tenant to levy upon or dispose of Tenants leasehold interest in the Premises, or (e) the Premises is used by Tenant or others for any illegal purposes, Landlord will have the right to sue for rent and to enter and take possession through legal proceedings or, if the Premises is abandoned, to enter and take possession by any lawful means. In addition, Landlord will have the right to pursue all other remedies available, including a claim for damages. If Landlord pursues any such remedies (and regardless of whether such remedies are prosecuted to judgment), Tenant will be liable as follows:
- a. For all past due rent and other charges
 - b. For all additional rent (future rent) that would have accrued until the expiration of the term of occupancy under this Lease or until a new lease term begins, provided (i) that this will not affect Landlord's duty to minimize the damages by making reasonable efforts to enter into a new lease as soon as practical, and (ii) that if Landlord obtains a judgment for future rent, Landlord shall apply as a credit towards that judgment all funds received by Landlord as rent for the Premises for those months for which the judgment for future rent was awarded.
 - c. For all expenses Landlord may incur for cleaning, painting and repairing the Premises due to Tenant's failure to leave the Premises thoroughly clean and in good condition, reasonable wear and tear excepted;
 - d. For any court costs and reasonable attorneys fees incurred by Landlord (i) in collecting rent, other charges or damages, and (ii) in obtaining possession of the Premises;
 - e. For a collection fee equal to 25% of the judgment amount for rent, damages, court costs and attorneys fees. Tenant understands and agrees that this amount represents damages Landlord will be likely to incur in efforts to obtain a judgment against Tenant (including time and effort spent in case investigation, correspondence, filing suit, discussions with lawyers, case preparation and court attendance) and to collect such a judgment. If Tenant has breached the Lease by failing to pay rent when due, Landlord shall give a written notice to Tenant stating that the Lease will terminate within 5 days if the rent is not paid. If Tenant fails to pay the rent within that 5 day period, Landlord may terminate the Lease and proceed to obtain possession of the Premises by filing an unlawful detainer proceeding. In that proceeding, Landlord may pursue a claim for rent and other damages. In connection with breaches other than failure to pay rent, if a material noncompliance with this Lease exists or if there is a violation materially affecting health and safety, Landlord may serve Tenant with a written notice stating that acts or omissions constituting the breach and stating (i) that the Lease will terminate upon a date not less than 30 days after Tenant receives the notice unless the breach is remedied within 21 days, and (ii) that the lease will terminate as set forth in the notice. If the breach is remedial by repairs or the payment of damages and Tenant adequately remedies the breach within 21 days or such longer period of time as Landlord may allow, the Lease shall not terminate. On the other hand, if the breach is not remedial, Landlord's written notice to Tenant may state the acts and omissions constituting the breach and state that the lease will terminate upon a specific date, which date may not be less than 30 days after Tenant receives the notice.
26. BREACH BY LANDLORD. If Landlord (a) commits a material breach of this Lease, or (b) fails to a substantial extent to comply with any laws with which Landlord must comply and which materially affect Tenant's health and safety, Tenant may give written notice to Landlord identifying the acts and conditions on the Premises concerning Landlord's breach and stating that this lease will terminate upon a specific date (which must be 30 days or more from the date Landlord receives the notice) unless Landlord remedies the breach within 21 days. If Landlord remedies the breach within that 21 day period, this Lease will not be subject to termination by Tenant in that instance. Tenant will not have the right to terminate this Lease because of conditions caused by the intentional or negligent acts of Tenant or persons on the Premises with Tenant's consent.
27. RENT WITHHOLDING. Tenant may not withhold rent because of conditions on the Premises that Landlord is required to repair unless Tenant has given Landlord written notice of the condition and Landlord has failed to successfully repair the condition within a reasonable period of time. If Tenant withholds rent because Landlord has breached the Lease, Tenant must immediately give Landlord a second written notice of the breach and of any conditions of the Premises which Landlord is required to remedy or repair and must state that rent is being withheld for such reasons. If Landlord then sues Tenant for possession of the Premises or for withheld rent, Tenant must promptly pay the rent to the

court, which will hold the rent until it decides what portion, if any, should be paid to Landlord. If conditions exist which Landlord is required to remedy and which creates a fire hazard or serious threat to the health or safety of Tenant, Tenant may file an action in a court of competent jurisdiction to terminate the Lease, to require Landlord to repair the Premises, or to obtain other relief. In such an action, Tenant may pay rent to the court to be held until Tenant's action is decided. If Tenant withholds rent or pays rent into court under this section and the court finds (a) that Tenant has acted in bad faith, (b) that Tenant, Tenant's family or guests have caused the conditions or have refused unreasonably to allow Landlord or Landlord's written notice of the condition, Tenant will be liable for Landlord's reasonable costs, including costs for time spent, court costs, any repair costs due to Tenant's violation of the Lease, and attorneys fees.

28. NOTICES. All notices in writing required or permitted by this Lease may be delivered in person, or sent by mail (postage prepaid) to Landlord, Tenant or Agent at such party's address, as set forth above or at such other address as a party may designate from time to time by notice given in accordance with the terms of this section.
29. HEADINGS. The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.
30. GOVERNING LAW. This Lease is entered into and shall be construed under the laws of the State of Virginia.
31. SEVERABILITY. Any provision of this Lease which is prohibited by, or unlawful or unenforceable under, Virginia law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Lease.
32. FAILURE TO ENFORCE LEASE NOT A WAIVER. Landlord's waiver of a breach by Tenant shall not be interpreted as a waiver of any subsequent breach or noncompliance, and this lease shall continue in full force and effect.
33. AMENDMENTS. This lease may not be amended or modified except by prior written consent of the Landlord. All amendments or modifications shall be in writing and signed by both parties.
34. ENTIRE AGREEMENT. This lease and Addendum attached hereto shall constitute the full and complete agreement between the parties, and no other writings or statements (other than amendments or modifications pursuant to Section 32) shall be of any consequence or have any legal effect.