



<ul style="list-style-type: none"> <li>• Would like for the County to take part in the master planning for the Biscuit Run Park. Mr. Dorrier advised that the Virginia Director of Parks and Recreation will come on February 21, 2010 to look at the Park, and he has expressed that he would like for the community to be involved in the process.</li> </ul>	
<p>5. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <li>• John Lowry spoke on the proposed zoning ordinance fee changes, and encouraged the Board to review the fees once every decade, and vote to increase them.</li> <li>• Morgan Butler of the Southern Environmental Law Center spoke about industrial land inventory in the County, and pointed out that there is no need to look outside the growth areas for more industrial sites at this time.</li> <li>• Bill Schrader of the CCAC asked the Board not to change the Crozet Master Plan.</li> <li>• Jeff Werner of PEC spoke about the importance of not reducing the level and quality of staff review for County projects and to not reduce the level of public participation in the planning review process.</li> <li>• Neil Williamson spoke about the shortage of light industrial land.</li> <li>• Steve Williams, Executive Director of TJPDC, offered to have further discussions with the Board regarding light rail, and spoke in support of the resolution of support for a Regional Application for Broadband Infrastructure Funding.</li> <li>• Jay Willer, Blue Ridge Homebuilders Association, asked the County to look at ways to streamline and lower the cost of fees, and to shorten the process.</li> </ul>	
<p>6.2 FY 2010 Appropriation.</p> <ul style="list-style-type: none"> <li>• <b>APPROVED</b> the budget amendment in the amount of \$533,500 and <b>Approved</b> Appropriations # #2010061, #2010062, and #2010063.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed appropriation forms to Finance, OMB and appropriate individuals.</p>
<p>6.3 Request for Watch for Child Playing” Sign for Loring Run (Route 1705).</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> the attached resolution approving the installation of “Watch for Child Playing” signs on Loring Run (Route 1705).</li> </ul>	<p><u>Clerk:</u> Forward copy of adopted resolution to Mark Graham, David Benish, and County Attorney’s Office. (Attachment 1)</p>
<p>6.4 Fiscal Year 2010 County of Albemarle &amp; State Health Department Local Government Agreement.</p> <ul style="list-style-type: none"> <li>• <b>APPROVED</b> the Fiscal Year 2010 County of Albemarle &amp; State Health Department Local Government Agreement and <b>AUTHORIZED</b> the County Executive to execute the FY2010 Agreement and reallocate \$12,516 in local matching funds to TJHD’s food safety program.</li> </ul>	<p><u>County Executive’s Office:</u> Forward signed document to Health Department. Provide copy of fully executed document to Clerk’s office for files. (Attachment 2)</p>

<p>6.5 Request for Board Approval of a Dance Hall Permit for the Mexican &amp; Italian Restaurant located at 1863 Seminole Trail in the Woodbrook Shopping Center.</p> <ul style="list-style-type: none"> <li>• <b>APPROVED</b> the dance hall permit.</li> </ul>	<p><u>Amelia McCulley</u>: Proceed as approved.</p>
<p>6.6. Historic Crozet Streetscape Enhancement Project - ACSA Waterline Construction Agreements.</p> <ul style="list-style-type: none"> <li>• <b>AUTHORIZED</b> the County Executive to sign the ACSA waterline agreements.</li> </ul>	<p><u>Office of Facilities Development</u>: Provide Clerk's office with copy of fully executed agreement. (Attachment 3)</p>
<p>6.7 Adopt a Resolution to appoint Assistant Fire Marshal.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> the attached Resolution to appoint Melvin R. Bishop as an Assistant Fire Marshal with full police powers of the Fire Marshal as authorized in Virginia Code § 27-36 and § 27-34.2:1.</li> </ul>	<p><u>Clerk</u>: Forward copy of signed resolution to James Barber and County Attorney's Office. (Attachment 4)</p>
<p>6.8 Resolution of Support – Regional Application for Broadband Infrastructure Funding.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> the attached resolution of support.</li> </ul>	<p><u>Clerk</u>: Forward copy of signed resolution to County Attorney's Office and Steve Williams, Executive Director of TJPDC. (Attachment 5)</p>
<p>7. <b>Public Hearing</b> on proposed renewal of the lease agreement between the County and the Field School of Charlottesville for part of the Old Crozet School.</p> <ul style="list-style-type: none"> <li>• <b>APPROVED</b> the lease with the Field School of Charlottesville and <b>AUTHORIZED</b> the County Executive to sign the lease on behalf of the County.</li> </ul>	<p><u>County Attorney's Office</u>: Provide Clerk's office with copy of fully executed lease. (Attachment 6)</p>
<p>8. FY 2008-2009 Comprehensive Annual Financial Report (CAFR), Jack Farmer (RFC).</p> <ul style="list-style-type: none"> <li>• <b>ACCEPTED</b> the FY 2008-2009 Comprehensive Financial Report.</li> </ul>	
<p>9. <b>ZTA-2009-017. Fees.</b></p> <ul style="list-style-type: none"> <li>• Mr. Rooker <b>MOVED</b> approval of ZMA-2009-017, Fees, as recommended by the Planning Commission with an effective date of July 1, 2010, which includes the home occupation special use permit at a lower fee and no fee for temporary fundraising activities. Additionally, in section j, the second line of that sentence should add a "be". Motion <b>FAILED</b> by a vote of 4:2 (Rooker, Mallek).</li> <li>• Moved to <b>DEFER</b> action on this ordinance change until staff brings back additional information. Motion <b>PASSED</b> by a vote of 6:0.</li> </ul>	<p><u>Clerk</u>: Schedule on agenda when ready to come back to Board.</p>
<p>10a. Quarterly Updates: Albemarle County Service Authority. <u>Gary Fern provided updates on the following:</u></p> <ul style="list-style-type: none"> <li>• Status of the RWSA water main break between the North Rivanna Water treatment plant and the Piney Mountain area.</li> <li>• North Fork Regional Pump Station Project – anticipated completion date is December 2011.</li> <li>• ACSA has started the budget process and they are not looking at any major increases.</li> <li>• Gary O'Connell will be the next Executive Director of the ACSA.</li> <li>• Ms. Mallek asked about infiltration through the manholes in Crozet. Mr. Fern advised that by</li> </ul>	

<p>the end of the year, the work will be completed.</p> <ul style="list-style-type: none"> <li>• Mr. Rooker asked if there was anything the ACSA needed to do to assist Albemarle Place in the process. Mr. Fern advised that the ACSA is working with the City, but there has not been a formal submittal at this point.</li> </ul>	
<p>10b. Quarterly Updates: Rivanna Water and Sewer Authority.  <u>Tom Frederick updates on the following:</u></p> <ul style="list-style-type: none"> <li>• Meadow Creek Interceptor - estimated completion date is summer 2011</li> <li>• the Comprehensive Sewer Plan</li> <li>• the Water Supply Plan</li> <li>• the Ragged Mountain Dam (upper and lower) and their safety</li> <li>• They have selected a site for a new pump station on Woodburn Road to replace a very old pump station.</li> <li>• They are designing a temporary pump connection near the Hollymead Town Center.</li> <li>• They are accepting proposals from Solid Waste companies to address how they might assume the operation on the Ivy Transfer Station and possibly the McIntire Recycling Center.</li> </ul>	
<p>11. Department of Social Services Annual Report</p> <ul style="list-style-type: none"> <li>• <b>RECEIVED.</b></li> </ul>	
<p>12. Natural Heritage Committee Annual Report</p> <ul style="list-style-type: none"> <li>• <b>RECEIVED.</b></li> </ul>	
<p>13. Closed Meeting.</p> <ul style="list-style-type: none"> <li>• At 1:42 p.m., the Board went into closed meeting to consider appointments to boards, committees, and commissions, and to consult with legal counsel regarding a specific legal matter requiring legal advice relating to retirement benefits.</li> </ul>	
<p>14. Certify Closed Meeting.</p> <ul style="list-style-type: none"> <li>• At 2:42 p.m., the Board reconvened into open meeting and certified the closed meeting.</li> </ul>	
<p>15. Boards and Commissions: Appointments.</p> <ul style="list-style-type: none"> <li>• <b>APPOINTED</b> Jacqueline Bryant as the joint City/County private provider on the Commission on Children and Families, with said term to expire June 30, 2012. (City to confirm appointment);</li> <li>• <b>APPOINTED</b> Bill Hamrick to the Housing Committee, with said term to expire December 31, 2012;</li> <li>• <b>APPOINTED</b> Devin Floyd to the Natural Heritage Committee, with said term to expire September 30, 2013;</li> <li>• <b>APPOINTED</b> John Foster to the Natural Heritage Committee, to fill the unexpired term of Jan Ferrigan, which expires on September 30, 2011;</li> <li>• <b>APPOINTED</b> Janet Morrow as the Samuel Miller District representative to the Board of Social Services, with said term to expire</li> </ul>	<p>Clerk: Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.</p>

<p>December 31, 2013;</p> <ul style="list-style-type: none"> <li>• <b>REAPPOINTED</b> Teri Kent to the Rivanna Solid Waste Authority Citizens Advisory Committee, with said term to expire December 31, 2011.</li> </ul>	
<p>16a. VDoT Monthly Report.</p> <ul style="list-style-type: none"> <li>• Allan Sumpter provided the following additional comments: <ul style="list-style-type: none"> <li>• Provided update on VDoT's work in relation to recent weather-related events (flooding and snow). Reiterated that VDoT's first priority is to keep traffic moving on primary routes, i.e., I-64, Route 29, Route 20 and Route 53. After these routes are clear, trucks go into major secondary roads. VDoT is using contractors to supplement its trucks. Mr. Rooker commended VDoT for its work during the last snow.</li> <li>• Bids have been received on McIntire Road Extended. The bids are currently under analysis to determine whether a recommendation for award should be made.</li> <li>• Pouring of the deck for the Advance Mills Bridge is imminent. The weather is affecting that schedule.</li> <li>• The speed study for Route 663, Buck Mountain Road, is under review.</li> </ul> </li> </ul>	<p><u>Clerk:</u> Forward comments to Allan Sumpter and Sue Kennedy.</p>
<p>16b. Transportation Matters Not Listed on the Agenda.</p> <p><u>Dennis Rooker:</u></p> <ul style="list-style-type: none"> <li>• Asked Mr. Sumpter to look into what can be done on Dominion Drive which is very torn up, and has a lot of potholes.</li> </ul> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> <li>• Asked if there is any legislation or a way for the County to set standards regarding the way snow is plowed. This has to do with people plowing snow out of their driveways and dumping it into ditches on the roadways. Mr. Sumpter replied that there is none.</li> </ul> <p><u>Duane Snow:</u></p> <ul style="list-style-type: none"> <li>• Asked what is being done to address speed on Route 29 South, especially the Crossroads Store area. Mr. Sumpter said in early December, the County Police created a task force to look at the Route 29 corridor, from I-64 to the Nelson County line. VDoT has undertaken a study of the corridor looking at accident crash analysis, etc. VDoT has its report in draft form that it is getting ready to take back to the task force. There should be some recommendations with long and short term improvements coming forward. Mr. Snow asked for a copy of the report when it becomes available.</li> </ul> <p><u>Lindsay Dorrier:</u></p> <ul style="list-style-type: none"> <li>• Received a call from a resident about maintenance on Route 671, Briery Creek</li> </ul>	<p><u>Clerk:</u> Forward comments to Sue Kennedy and Allan Sumpter.</p>

	<p>Road, in the Woodridge area. Mr. Sumpter said he has also received a phone call.</p> <ul style="list-style-type: none"> <li>Route 612, in the area of Plain Dealing Farm and Pine Knott, there is about a three-tenths mile of roadway that is unpaved and is washboard. Mr. Sumpter said he will check on it.</li> </ul> <p><u>Rodney Thomas:</u></p> <ul style="list-style-type: none"> <li>Received numerous calls from residents of the Rio District in the Earlysville area in opposition to lowering the speed limit and a possible \$200 fine.</li> </ul>	
17.	<p>Work Session: Village of Rivanna Master Plan.</p> <ul style="list-style-type: none"> <li><b>Consensus</b> to schedule public hearing.</li> </ul>	<u>Clerk:</u> Advertise and schedule public hearing on future Board agenda.
18.	<p>Work Session: Economic Development Policy – Industrial Land Inventory Report.</p> <ul style="list-style-type: none"> <li><b>Consensus</b> to support recommendations as presented.</li> </ul>	<u>David Benish/ Susan Stimart:</u> Proceed as presented and recommended.
19.	<p>Work Session: Community Development Work Program.</p> <ul style="list-style-type: none"> <li><b>Consensus</b> to support Community Development’s work program based on the priorities as presented.</li> </ul>	<u>Mark Graham:</u> Proceed as presented.
20.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <ul style="list-style-type: none"> <li><b>Consensus</b> to send letter in support of Budget Amendment Item 132 #4h, regarding Composite Index calculation, to all County legislative representatives.</li> </ul> <p><u>Dennis Rooker:</u></p> <ul style="list-style-type: none"> <li>Read proclamation recognizing the Big Read 2010: A Lesson Before Dying.</li> </ul> <p><u>Ken Boyd:</u></p> <ul style="list-style-type: none"> <li>Reminded Board members of the Pantops Advisory Committee’s offer to take them on a tour of the Pantops area.</li> </ul> <p><u>Jo Higgins:</u></p> <ul style="list-style-type: none"> <li>Discussed the Development Review Task Force recommendations, streamlining the process, overlapping of requirements and the role of the ARB.</li> </ul>	(Attachment 7)
29.	<p>Adjourn.</p> <ul style="list-style-type: none"> <li>The meeting was adjourned at 5:13 p.m.</li> </ul>	

ewj/mrh

Attachment 1 – “Watch for Child Playing” Sign for Loring Run (Route 1705)

Attachment 2 - Fiscal Year 2010 County of Albemarle & State Health Department Local Government Agreement

Attachment 3 – Historic Crozet Streetscape Enhancement Project - ACSA Waterline Construction Agreements

Attachment 4 – Resolution to appoint Assistant Fire Marshal

Attachment 5 – Resolution of Support - Regional Applications for Broadband Infrastructure Funding

Attachment 6 — Lease agreement between the County and the Field School of Charlottesville for part of the Old Crozet School.

Attachment 7 – Proclamation recognizing the Big Read 2010: A Lesson Before Dying.

**RESOLUTION TO AUTHORIZE  
VIRGINIA DEPARTMENT OF TRANSPORTATION  
TO INSTALL WATCH FOR CHILD PLAYING SIGN ON  
LORING RUN (ROUTE 1705)**

**WHEREAS**, the residents of Loring Run are concerned about traffic in their neighborhood and the potential hazard it creates for the numerous children that live and play in the neighborhood; and

**WHEREAS**, many children live and play on Loring Run and the residents believe that a “Watch for Child Playing” sign would help alleviate some of the safety concerns; and

**WHEREAS**, the residents of Loring Run have requested that the County take the necessary steps to have a “Watch for Child Playing” sign installed;

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby approves the community’s request for VDOT to install “Watch for Child Playing” sign(s) on Loring Run.

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF HEALTH**

**STATEMENT OF AGREEMENT WITH the Board of Supervisors of the County of Albemarle**

Under this agreement, which is created in satisfaction of the requirements of § 32.1-31 of the *Code of Virginia* (1950), as amended, the Virginia Department of Health, over the course of one fiscal year, will pay an amount not to exceed **\$646,197**, from the state general fund to support the cooperative budget in accordance with appropriations by the General Assembly, and in like time frame, the **Board of Supervisors of Albemarle County** will provide by appropriation and in equal quarterly payments a sum of **\$551,444**. These joint funds will be distributed in timely installments, as services are rendered in the operation of the **Charlottesville-Albemarle** Health Department, which shall perform public health services to the Commonwealth as indicated in Attachment A(1.), and will perform services required by local ordinances as indicated in Attachment A(2.). Payments from the local government are due on the third Monday of each fiscal quarter.

The term of this agreement begins **July 1, 2009**. This agreement will be automatically extended on a state fiscal year to year renewal basis under the terms and conditions of the original agreement unless written notice of termination is provided by either party. Such written notice shall be given at least 60 days prior to the beginning of the fiscal year in which the termination is to be effective. Any increase or decrease in funding allocation shall be made by an amendment to this agreement.

The parties agree that:

1. Under this agreement, as set forth in paragraphs A, B, C, and D below, the Commonwealth of Virginia and the Virginia Department of Health shall be responsible for providing liability insurance coverage and will provide legal defense for state employees of the local health department for acts or occurrences arising from performance of activities conducted pursuant to state statutes and regulations.
  - A. The responsibility of the Commonwealth and the Virginia Department of Health to provide liability insurance coverage shall be limited to and governed by the Self-Insured General Liability Plan for the Commonwealth of Virginia, established under § 2.2-1837 of the Code of Virginia. Such insurance coverage shall extend to the services specified in Attachments A(1.) and A(2.), unless the locality has opted to provide coverage for the employee under the Public Officials Liability Self-Insurance Plan, established under § 2.2-1839 of the Code or under a policy procured by the locality.
  - B. The Commonwealth and the Virginia Department of Health will be responsible for providing legal defense for those acts or occurrences arising from the performance of those services listed in Attachment A(1.), conducted in the performance of this contract, as provided for under the Code of Virginia and as provided for under the terms and conditions of the Self-Insured General Liability Plan for the Commonwealth of Virginia.
  - C. Services listed in Attachment A(2.), any services performed pursuant to a local ordinance, and any services authorized solely by Title 15.2 of the Code of Virginia, when performed by a state employee, are herewith expressly excepted from any requirements of legal defense or representation by the Attorney General or the Commonwealth. For purposes of assuring the eligibility of a state employee performing such services for liability coverage under the Self-Insured General Liability Plan of the Commonwealth of Virginia, the Attorney General has approved, pursuant to § 2.2-507 of the Code of Virginia and the Self-Insured General Liability Plan of the Commonwealth of Virginia, the legal representation of said employee by the city or county attorney, and the **Board of Supervisors**



**of Albemarle County** hereby expressly agrees to provide the legal defense or representation at its sole expense in such cases by its local attorney.

- D. In no event shall the Commonwealth or the Virginia Department of Health be responsible for providing legal defense or insurance coverage for local government employees.
- 2. Title to equipment purchased with funds appropriated by the local government and transferred to the state, either as match for state dollars or as a purchase under appropriated funds expressly allocated to support the activities of the local health department, will be retained by the Commonwealth and will be entered into the Virginia Fixed Asset Accounting and Control System. Local appropriations for equipment to be locally owned and controlled should not be remitted to the Commonwealth, and the local government's procurement procedures shall apply in the purchase. The locality assumes the responsibility to maintain the equipment and all records thereon.
- 3. Amendments to or modifications of this contract must be agreed to in writing and signed by both parties.

**AGREEMENT  
Between  
Albemarle County Service Authority  
and  
County of Albemarle, Virginia  
for  
Construction and Adjustment of Water Facilities**

THIS AGREEMENT, made and entered into as of the \_\_\_ day of January, 2010, by and between the ALBEMARLE COUNTY SERVICE AUTHORITY (herein after called UTILITY), and the COUNTY OF ALBEMARLE, VIRGINIA (herein after called COUNTY).

WITNESSETH

WHEREAS, the COUNTY is proposing to construct streetscape improvements within the County along Crozet Avenue (State Route 240) in Crozet, Virginia, designated as "Downtown Crozet Streetscape Project - Phase 2" and Project Number EN04-002-126, C501, which will provide the opportunity to construct and adjust the UTILITY'S water facilities: and

WHEREAS, it is in the best interest of the COUNTY and the UTILITY to have the construction and adjustment of the UTILITY's water facilities included in the COUNTY's Streetscape contract; and

WHEREAS, the COUNTY and UTILITY agree upon terms and conditions under which their respective improvements will be made as hereinafter set forth:

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

SECTION I

- (a) The COUNTY, through its contractor, will construct the UTILITY'S water facilities in accordance with attached plans and the VIRGINIA DEPARTMENT OF TRANSPORTATION'S Road and Bridge Specifications; said plans being identified as fifty-five (52) plan sheets numbered 1 thru 27 of the COUNTY'S Construction Plans for the "Downtown Crozet Streetscape Project - Phase 2" and Project Number EN04-002-126, C501.

SECTION II

- (a) The UTILITY shall be responsible for 100% of the cost of the construction, including construction inspection and service connections not listed below in (b), of the water facilities at Jarmans Gap Road Station 20+00 (water extension to Carter St.) shown on sheet 14D of the COUNTY'S construction plans referenced in SECTION I (a), and including the cost of replacing all service connections, water meters and bases, asphalt pavement demolition, aggregate base material, and asphalt pavement as detailed on said sheets. The UTILITY shall reimburse the COUNTY for all such costs incurred through the COUNTY's drainage contract, within 30 days of the COUNTY's presentment of the relevant invoices to the UTILITY. Reimbursement shall be based on the unit prices in the streetscape contract, awarded by the COUNTY.
- (b) The COUNTY shall be responsible for 100% of the cost of constructing and adjusting the water facilities, including new water mains, appurtenances, service lines and materials, in CONFLICT with proposed streetscape improvements shown on sheets 13, 14, 14D and 15 of the COUNTY'S construction plans referenced in SECTION I (a).
- (c) Notwithstanding the foregoing, if the UTILITY determines that bids for its utilities obligations hereunder, made in response to the COUNTY's contract procurement, are excessive, then

the UTILITY may elect not to participate in the COUNTY's construction contract, upon providing written notice of said election to the COUNTY. In such event, the UTILITY shall be responsible for procuring its own contract to complete all improvements referenced in Section II(a) above.

### SECTION III

- (a) The UTILITY shall perform certain incidental work, such as operating all valves and inspecting the utility relocation work with its own forces, and reporting through the COUNTY'S Project Manager. Upon satisfactory completion, the UTILITY shall certify to the COUNTY and the VIRGINIA DEPARTMENT OF TRANSPORTATION that the work was performed in a satisfactory manner. The UTILITY will be reimbursed for the cost of inspection (at \$25.00 per hour) where water facility adjustments are the COUNTY'S responsibility.
- (b) The existing facilities to be abandoned are to remain *in-situ* after being filled with appropriate flowable material.

IN WITNESS WHEREOF, each party has caused this agreement to be executed in duplicate in its name and on its behalf by its duly authorized officer as of the day and year first above written.

\* \* \* \*

**AGREEMENT  
Between  
Albemarle County Service Authority  
and  
County of Albemarle, Virginia  
for  
Construction of Water Facilities**

THIS AGREEMENT, made and entered into as of the \_\_\_ day of January, 2010, by and between the ALBEMARLE COUNTY SERVICE AUTHORITY (herein after called UTILITY), and the COUNTY OF ALBEMARLE, VIRGINIA (herein after called COUNTY).

### WITNESSETH

WHEREAS, the COUNTY is proposing to construct a segment of the new Main Street within the County from Crozet Avenue (State Route 240) in Crozet, Virginia, and designated as "Downtown Crozet Streetscape Project - Phase 2A", which will provide the opportunity to construct the UTILITY'S water facilities: and

WHEREAS, it is in the best interest of the COUNTY and the UTILITY to have the construction of the UTILITY's water facilities included in the COUNTY's Main Street contract; and

WHEREAS, the COUNTY and UTILITY agree upon terms and conditions under which their respective improvements will be made as hereinafter set forth:

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

### SECTION I

- (a) The COUNTY, through its contractor, will construct the UTILITY'S water facilities in accordance with attached plans and the VIRGINIA DEPARTMENT OF TRANSPORTATION'S Road and Bridge Specifications; said plans being identified as thirty-seven (37) plan sheets numbered 101 thru 121 of the COUNTY'S Construction Plans for the "Downtown Crozet Streetscape Project - Phase 2A".

## SECTION II

- (a) The UTILITY shall be responsible for 100% of the cost of the construction, including construction inspection and service connections not listed below in (b), of the water facilities from Station 13+98 to Station 17+85 shown on sheet 113 of the COUNTY'S construction plans referenced in SECTION I (a), and including the cost of all waterline items and appurtenances detailed on said sheets. The UTILITY shall reimburse the COUNTY for all such costs incurred through the COUNTY's Main Street contract, within 30 days of the COUNTY's presentment of the relevant invoices to the UTILITY. Reimbursement shall be based on the unit prices in the Main Street contract, awarded by the COUNTY.
- (b) The COUNTY shall be responsible for 100% of the cost of adjusting the water facilities, including new service lines and materials, in CONFLICT with proposed alley improvements shown on sheet 115 of the COUNTY'S construction plans referenced in SECTION I (a).
- (c) Notwithstanding the foregoing, if the UTILITY determines that bids for its utilities obligations hereunder, made in response to the COUNTY's contract procurement, are excessive, then the UTILITY may elect not to participate in the COUNTY's construction contract, upon providing written notice of said election to the COUNTY. In such event, the UTILITY shall be responsible for procuring its own contract to complete all improvements referenced in Section II(a) above.

## SECTION III

- (a) The UTILITY shall perform certain incidental work, such as operating all valves and inspecting the utility relocation work with its own forces, and reporting through the COUNTY'S Project Manager. Upon satisfactory completion, the UTILITY shall certify to the COUNTY and the VIRGINIA DEPARTMENT OF TRANSPORTATION that the work was performed in a satisfactory manner. The UTILITY will be reimbursed for the cost of inspection (at \$25.00 per hour) where water facility adjustments are the COUNTY'S responsibility.

IN WITNESS WHEREOF, each party has caused this agreement to be executed in duplicate in its name and on its behalf by its duly authorized officer as of the day and year first above written.

**RESOLUTION TO APPOINT ASSISTANT FIRE MARSHAL**

**WHEREAS**, Virginia Code § 27-36 provides that the governing body of a county may appoint one or more assistants, who, in the absence of the fire marshal, shall have the powers and perform the duties of the fire marshal; and

**WHEREAS**, Virginia Code § 27-34.2:1 provides that the governing body of a county may authorize an assistant fire marshal to have the same police powers as a sheriff, police officer or law-enforcement officers; and

**WHEREAS**, the appointment of Melvin R. Bishop as an assistant fire marshal with police powers will promote the efficient and effective operation of the County of Albemarle Department of Fire and Rescue.

**NOW, THEREFORE, BE IT RESOLVED**, that the Albemarle County Board of Supervisors hereby appoints Melvin R. Bishop as an Assistant Fire Marshal pursuant to Virginia Code § 27-36; and

**BE IT FURTHER RESOLVED**, that he be authorized to have the same powers as a sheriff, police officer or law-enforcement officer pursuant to Virginia Code § 27-34.2:1.

**RESOLUTION OF SUPPORT  
Regional Application for Broadband Infrastructure Funding**

WHEREAS, there are large areas of Albemarle County, Virginia, that have very limited access to broadband internet service; and

WHEREAS, high speed access to the internet is required for all types of businesses in Albemarle County including agriculture, health services, tourism, and all types of knowledge based businesses; and

WHEREAS, high speed access to the internet at home is also required for students in all levels of primary and secondary education; and

WHEREAS, the availability broadband internet service has been identified as critical for maintaining a skilled workforce; and

WHEREAS, in recognition of these needs the Thomas Jefferson Planning District Commission brought together a coalition made up of representatives from Albemarle, Fluvanna, Greene, Louisa and Nelson Counties to identify strategies for providing broadband internet access throughout one hundred (100) percent of the five county region; and

WHEREAS, TJPDC with the assistance of representatives of the five counties, conducted a Request for Proposals process to identify the most qualified provider of broadband internet service for the region; and

WHEREAS, DigitalBridge Communications has submitted a proposal to provide WiMAX wireless internet service; and

WHEREAS, WiMAX wireless broadband internet service has been successfully deployed in eighteen (18) underserved and rural areas throughout the country including Appomattox County, Virginia; and

WHEREAS, WiMAX wireless broadband internet service is not limited by line of sight or hampered by foliage or weather; and

WHEREAS, the WiMAX wireless broadband internet service would allow users to access the internet wherever they were within the region; and

WHEREAS, this service will cost the users only \$25 to \$35 per month; and

WHEREAS, there are loan and grant funds available from the United States Government through the ARRA Broadband Infrastructure Program that will allow DigitalBridge Communications to implement the wireless broadband internet service throughout the five county region at no cost to the counties; and

WHEREAS, DigitalBridge Communications has agreed to pay any matching costs that might be required; and

WHEREAS, DigitalBridge Communications has committed to maintain and operate the wireless broadband internet service;

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle County Board of Supervisors expresses their support for the application for broadband infrastructure funding provided by the American Recovery and Reinvestment Act of 2009 (ARRA) by DigitalBridge Communications.

**AGREEMENT OF LEASE**

THIS LEASE AGREEMENT is made this 3rd day of February 2010 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the Field School of Charlottesville, Tenant.

**ARTICLE I. PREMISES AND IMPROVEMENTS**

In consideration of the rents and covenants herein set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the premises described on Exhibit A attached hereto and made a part hereof, including that area marked as the Lower Athletic Field, together with any and all improvements thereon (the "Leased Premises"). The Leased Premises shall be occupied by the Field School of Charlottesville.

**ARTICLE II. TITLE: QUIET ENJOYMENT**

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

**ARTICLE III. TERM**

Section 3.1. Commencement and Expiration. The initial term of this Lease shall commence on 1 June 2010 (the "Date of Commencement") and shall expire 30 June 2011. All references to the "term" of this Lease shall, unless the context indicates a different meaning, be deemed to be a reference to the initial term described herein.

Section 3.2. Renewal. This Lease shall automatically renew for up to four additional 12-month terms unless notice is given by either Landlord or Tenant no later than 60 days prior to the expiration of any term.

**ARTICLE IV. RENT**

Section 4.1. Annual Rent. Commencing upon the Date of Commencement, during the first term of this Lease, Tenant agrees to pay to Landlord total rent of \$46,269.28,, payable in equal monthly installments of \$3,559.18, in advance, on the first day of each month during the term hereof. Gross square feet shall be calculated within the perimeter of the area to be used solely by the Field School of Charlottesville.

After the first term of this Lease, the month rent for each subsequent term of the Lease shall be indexed for inflation and shall be calculated by first establishing a fraction, the numerator of which shall be the level of the CPI Index (as defined herein) as of the first day of that month which is two months before the month in which the Date of Commencement occurs in the subsequent terms, and the denominator of which shall be the level of the CPI Index as of the first day of that month which is two months before the initial Date of Commencement. The resulting fraction shall be multiplied by the monthly rent agreed upon or established for the first term of the Lease to determine the monthly rent due for that term. The rental figure shall be revised each term based upon this formula. The CPI Index shall be the U.S. Bureau of Labor Statistics Consumer Price Index (all items, all urban consumers, 1982-1984 = 100). If the CPI Index shall be discontinued, Landlord shall designate an appropriate substitute index or formula having the same general acceptance as to use and reliability as the CPI Index and such substitute shall be used as if originally designated herein. Notwithstanding the foregoing, in no event shall the monthly rent due during any lease term decrease below the monthly rent payable during the first term.

Section 4.2. Address for Rent Payment. All payments of rent due Landlord pursuant to Section 4.1 shall be made to Landlord at the address specified in Section 18.3, or to such other party or at such other address as hereinafter may be designated by Landlord by written notice delivered to Tenant at least ten (10) days prior to the next ensuing monthly rental payment date.

## ARTICLE V. UTILITIES AND SERVICES

Landlord shall provide water, sewer, electricity, and heating services as part of Tenant's rent. Tenant shall exercise reasonable and responsible care to conserve these utilities. The Tenant agrees that the monthly rent stipulated above may be adjusted to reflect any change in the cost to the Landlord of providing those utility services above. The Landlord shall provide the Tenant with prompt notice of any such change, and shall make available evidence of its actual utility costs. Tenant shall provide telephone, janitorial, garbage disposal, grass cutting, snow removal and all other services.

## ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. Tenant shall have use of the Leased Premises as a school. No other use of the Leased Premises is permitted without the prior consent of the Landlord.

Section 6.2. Parking. Tenant shall be entitled to the use of parking spaces in the parking lot and an access easement to the Leased Premises. Landlord reserves the nonexclusive right to use the parking lot after 5 p.m. in conjunction with the community use of the Upper Athletic Field.

## ARTICLE VII. ALTERATIONS, IMPROVEMENTS, FIXTURES AND SIGNS

### Section 7.1. Installation by Tenant.

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

(b) Tenant may, from time to time, make interior structural alterations, additions or improvements, only with Landlord's prior written consent to plans and specifications therefor, which consent shall not be unreasonably withheld. Except as provided in Section 7.1. (c), all such alterations, additions or improvements shall be at the sole expense of the Tenant. Upon the expiration or sooner termination of this Lease, Landlord shall have the option (exercisable upon sixty (60) days notice to Tenant except in the case of a termination of this Lease due to a default by Tenant, in which case no such notice shall be required) to require Tenant to remove at Tenant's sole cost and expense any and all improvements made by Tenant to the Leased Premises or to elect to keep such improvement as Landlord's property. In the event Tenant is required to remove any improvements, (i) Tenant shall be responsible for the repair of all damage caused by the installation or removal thereof, and (ii) if Tenant fails to properly remove such improvements or provide for the repair of the Leased Premises, Landlord may perform the same at Tenant's cost and expense.

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

## ARTICLE VIII. MAINTENANCE OF LEASED PREMISES

Section 8.1. Maintenance. Tenant shall keep the Property clean, neat, orderly, presentable and in good repair at all times. Landlord shall deliver the Property to Tenant at the beginning of the term in its present condition. Landlord shall be responsible for all repairs and maintenance for the Leased Premises, except as provided below, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, including, but not limited to, plumbing, heating, electrical, plate glass and windows. Tenant shall be responsible for routine repairs and maintenance (excluding repairs and maintenance of the building and structural components identified above), except that the Tenant's obligation for such routine repairs and maintenance shall not exceed \$2,500.00 in any one year of the initial or subsequent term(s). Tenant shall be responsible for normal grounds/turf maintenance for that portion of the grounds detailed in Exhibit A. Tenant shall be responsible for mowing and trimming vegetation during the growing season (typically April through November). Notwithstanding the foregoing, Tenant shall be responsible for all maintenance and repairs necessitated by the negligence of Tenant, its



employees and invitees.

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

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

#### ARTICLE IX. INSURANCE

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

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

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

Section 9.4. Waiver of Subrogation. Tenant hereby releases the Landlord from any and all liability or responsibility to Tenant or anyone claiming through or under it, by way of subrogation or otherwise, from any loss or damage to property caused by any peril insured under Tenant's policies of insurance covering such property (but only to the extent of the insurance proceeds payable under such policies), even if such loss or damage is attributable to the fault or negligence of Landlord, or anyone for whom the Landlord may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as any such release shall not adversely affect or impair the releasor's policies or insurance or prejudice the right of the releasor to recover thereunder.

#### ARTICLE X. WASTE, NUISANCE, COMPLIANCE WITH GOVERNMENTAL REGULATIONS

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

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

pertaining to the Leased Premises or Tenant's use and occupancy thereof.

#### ARTICLE XI. FIRE OR OTHER CASUALTY

If the Leased Premises shall be damaged so as to render two-thirds (2/3) or more of the Leased Premises untenable by fire or other casualty insured against under the insurance required to be carried by Landlord pursuant to Section 9.2, Landlord may elect to either terminate this Lease as of the date of damage or repair the Leased Premises. Unless Landlord elects to terminate this Lease, such damage or destruction shall in no way annul or void this Lease except that Tenant shall be entitled to a proportionate reduction of the rent payable under Article IV while such repairs are being made, such proportionate reduction to be based upon the proportion of the Leased Premises rendered untenable as a result of such damage. Notwithstanding the foregoing, if any damage or destruction from any cause whatsoever has not been repaired and such repairs have not commenced within one hundred eighty (180) days of the date thereof, Tenant may, as its exclusive remedy, terminate this Lease upon thirty (30) days written notice to Landlord.

#### ARTICLE XII CONDEMNATION

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

#### ARTICLE XIII DEFAULT OF TENANT

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

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

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

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

#### ARTICLE XIV HOLDING OVER, SIGNS, SUCCESSORS

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

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

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

#### ARTICLE XV. BROKER'S FEES

Tenant and Landlord hereby warrant that there are no brokerage commissions due in connection with this Lease.

#### ARTICLE XVI. NO ASSIGNMENT

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

#### ARTICLE XVII. SUBORDINATION OF LEASE

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

#### ARTICLE XVIII. MISCELLANEOUS

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

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

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

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

(b) if to Tenant, at  
Field School of Charlottesville  
P. O. Box 4234  
Charlottesville, VA 22905

or at such other address as Tenant shall designate by written notice.

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

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

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

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

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

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

**THE BIG READ 2010: A Lesson Before Dying**  
**by Ernest J. Gaines**

**WHEREAS, THE BIG READ** is designed to restore reading to the center of American culture and provides our citizens with the opportunity to read and discuss a single book within our community; and

**WHEREAS,** the Jefferson-Madison Regional Library invites all book lovers to participate in **THE BIG READ** that will be held throughout the months of February and March 2010. The Library's goal is to encourage all residents of Central Virginia to read and discuss **A LESSON BEFORE DYING** by Ernest J. Gaines; and

**WHEREAS,** **A LESSON BEFORE DYING** explores the nobility and the barbarism of which human beings are equally capable; and

**WHEREAS,** the Library is partnering with the Virginia Foundation Center for the Book in **THE BIG READ** which is an initiative of the National Endowment for the Arts in partnership with the Institute of Museum and Library Services, and Arts Midwest; and is supported by the Art and Jane Hess Fund of the Library Endowment;

**NOW, THEREFORE, BE IT RESOLVED, THAT I,** Dennis S. Rooker, a member of the Board of Supervisors of Albemarle County, proclaim **THE BIG READ** during February and March 2010, and I encourage all residents to read **A LESSON BEFORE DYING** during this time.