

**ACTIONS**  
**Board of Supervisors Meeting of September 1, 2010**

September 3, 2010

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> <li>Meeting was called to order at 9:03 a.m. by the Chair, Ann Mallek. All BOS members were present. Also present were Bob Tucker, Larry Davis, Ella Jordan, and Meagan Hoy.</li> </ul>	
<p>4. Recognitions.</p> <p>Morgan Butler, Fiscal Impact Advisory Committee.</p> <ul style="list-style-type: none"> <li>Chair presented Certificate of Appreciation.</li> </ul> <p>Proclamation to commemorate the Jefferson Area Board for Aging (JABA) 35<sup>th</sup> Anniversary.</p> <ul style="list-style-type: none"> <li>Chair read recognition.</li> </ul>	(Attachment 1)
<p>5. From the Board: Matters not listed on the Agenda.</p> <p><u>Rodney Thomas:</u></p> <ul style="list-style-type: none"> <li>Has been working with the residents from Commonwealth Drive to address traffic issues. Met with VDoT representatives and discussed installing white lines (traffic calming measures) down each side of the road. Will keep Board members informed.</li> </ul> <p><u>Ken Boyd:</u></p> <ul style="list-style-type: none"> <li>Met with Camille Cooper (PROTECT), and a representative from the County Police Department, City Police Department, and Bedford County's Sheriff's Department, to discuss a grant for purposes of funding to establish a police officer dedicated to internet crimes against children. Will keep Board members informed.</li> </ul> <p><u>Duane Snow:</u></p> <ul style="list-style-type: none"> <li>Reported to the Board on the subcommittee that met to discuss combining the County and City's Social Services Departments. Conclusion that there would be no cost savings in combining the two agencies.</li> </ul> <p><u>Lindsay Dorrier:</u></p> <ul style="list-style-type: none"> <li>The committee on the Virginia Sesquicentennial of the American Civil War has been meeting and he would like for the County to have a beneficial role in planning the events. Mr. Tucker suggested staff provide information to the Board on the committee and its plans.</li> </ul> <p><u>Dennis Rooker:</u></p> <ul style="list-style-type: none"> <li>Serves on VACo's Transportation Committee; read the Committee's adopted statement on the deplorable state of transportation funding.</li> <li>Stated that the National Association of Insurance Commissioners Fall 2009 Survey indicates that the cost of health insurance is expected to increase an average of 11-16%</li> </ul>	<p><u>County Executive office:</u> Provide update to Board.</p>

<p>each year for the next five years. Stated that if health insurance affects the County's budget the same as projected nationwide, the County will be dealing with a significant financial factor.</p> <ul style="list-style-type: none"> <li>Discussed Gary Grant's recent email regarding an assessment of library facilities and the current condition of the Crozet Library.</li> </ul> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> <li>The Board has received an official request from the applicant to defer the Whittington PRSD Amendment ACSA jurisdictional request until October 6, 2010. <b>MOTION</b> to approve the request passed by a vote of 6:0.</li> <li>Given the number of recent fires in the news, provided fire safety information on steps to follow in the event of a fire.</li> <li>Serves on the Piedmont Workforce Network; provided update on the One Stop Workforce Center. Announced that the Albemarle County Human Resources Association Workforce Readiness Committee in partnership with the Workforce Center will be providing one-on-one career coaching services at the One Stop on Hydraulic Road on September 8, 15 and 22, 2010.</li> <li>The Piedmont Area Preservation Alliance is holding their annual fall gathering at Tiverton in Greenwood, Thursday, September 25, 2010, at 5:30 p.m.</li> <li>The Albemarle High School Drama Group raised funds to travel to and perform in an international drama festival in Scotland.</li> </ul>	<p><u>Clerk:</u> Advertise and reschedule public hearing for October 6, 2010.</p>
<p>6. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <li><u>Sharon Ackerman and Stacy Norris</u> discussed and provided copies of model anti-tethering ordinances.</li> <li><u>Dr. Emil Kinnard</u>, a veterinarian, expressed support for an anti-tethering ordinance in the County.</li> <li><u>David Blount</u>, TJPDC Legislative Liaison, discussed the TJPDC Legislative Program. Hopes to come back to the Board in November for approval of the Program.</li> <li><u>Frank Melli</u>, Meet The Farmer TV/Melli Productions, provided information on his TV shown and services.</li> <li><u>John Martin</u>, a resident of Free Union, spoke about the Water Supply Plan.</li> </ul>	
<p>7.2 Fiscal Year 2011 Community Services Performance Contract for Region Ten.</p> <ul style="list-style-type: none"> <li><b>APPROVED</b> the Fiscal Year 2011 Community Services Performance Contract.</li> <li>Ms. Mallek asked about receiving performance data on the effectiveness of Region Ten services in the County. Mr. Elliott said that is</li> </ul>	<p><u>County Executive's office:</u> Forward notice of approval to Region Ten.</p>

	part of Region Ten's Performance Contract and he would request the information.	
7.3	FY 2010 Budget Amendment and Appropriations. <ul style="list-style-type: none"> <li>• <b>APPROVED</b> budget amendment in the amount of \$36,360.65 and <b>APPROVED</b> Appropriations #2010098 and #2010099.</li> </ul>	<u>Clerk:</u> Forward copy of signed appropriations to Finance, OMB and appropriate individuals.
7.4	FY 2011 Budget Amendment and Appropriations. <ul style="list-style-type: none"> <li>• <b>APPROVED</b> budget amendment in the amount of \$ 729,666.28 and <b>APPROVED</b> Appropriations #2011022, #2011023, #2011024, #2011025, #2011026, #2011027, #2011028, and #2011029.</li> </ul>	<u>Clerk:</u> Forward copy of signed appropriations to Finance, OMB and appropriate individuals.
7.5	Commission on Children and Families (CCF) Amended Lease. <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> the attached Resolution to approve the Amended Lease between the County and the Commission on Children and Families for office space at the County Office Building on 5<sup>th</sup> Street and <b>AUTHORIZED</b> the County Executive to execute the Amended Lease.</li> </ul>	<u>Clerk:</u> Forward copy of adopted resolution to County Attorney's office. (Attachment 2)  <u>County Attorney's office:</u> Forward copy of fully executed lease to Clerk's office. (Attachment 3)
7.6	2009 Emergency Management Program Grant. <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> the attached resolution authorizing the County Executive, the ECC Emergency Management Coordinator or the ECC Executive Director to execute all VDEM Grant documents necessary for receipt of the 2009 Emergency Management program Grant.</li> </ul>	<u>Clerk:</u> Forward copy of signed resolution to ECC and County Attorney's office. (Attachment 4)
7.7	Resolution approving Keswick Utilities, Inc.'s application for a certification of public convenience and necessity to allow additional connections to the Keswick central water and septic system. <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> the attached Resolution approving Keswick Utility, Inc.'s Application to obtain a Certificate of Convenience and Necessity from the SCC to allow more than fifty customer connections to the existing central systems, provided that the additional connections do not create a need to expand the existing central systems.</li> </ul>	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 5)
	<b>Note:</b> For SP-2007-00028 and SP-2007-00029, the Board's original motions to approve both applications were rescinded after the applicant requested that the Board approve an extension of the time period in which to begin the work.	
8.	<b><u>SP-2007-00028. Faith Christian Center International Church (Sign #5).</u></b> <ul style="list-style-type: none"> <li>• <b>APPROVED</b> SP-2007-00028, by a vote of 6:0, subject to six conditions.</li> </ul>	<u>Clerk:</u> Set out conditions of approval. (Attachment 6)
9.	<b><u>SP-2007-00029. Faith Christian Center International Church Daycare (Sign #5).</u></b> <ul style="list-style-type: none"> <li>• <b>APPROVED</b>, SP-2007-0029, by a vote of 6:0, subject to seven conditions.</li> </ul>	<u>Clerk:</u> Set out conditions of approval. (Attachment 6)
10.	Miller School, Water Protection Ordinance Exception. <ul style="list-style-type: none"> <li>• <b>APPROVED</b>, by a vote of 6:0, the exception subject to conditions.</li> </ul>	<u>Clerk:</u> Set out conditions of approval. (Attachment 7)

<p>11. <b><u>Whittington PRD Amendment.</u></b></p> <ul style="list-style-type: none"> <li>Action taken under other matters to defer the application at the request of the applicant.</li> </ul>	
<p>12. <b><u>Route 800 - VA Byway Designation.</u></b></p> <ul style="list-style-type: none"> <li><b>ADOPTED</b>, by a vote of 6:0, the attached Resolution supporting Virginia Byway designation for Route 800.</li> </ul>	<p><u>Clerk:</u> Forward copy of resolution to Stephen A. Carter, Nelson Count Administrator, Community Development, and County Attorney's office. (Attachment 8)</p>
<p>13. <b><u>An ordinance to amend section 4-105, Care of companion animals; penalty, section 4-400, Vaccination of dogs and cats required, and section 4-401, Rabid animals, of Chapter 4, Animals and Fowl, of the Albemarle County Code.</u></b></p> <ul style="list-style-type: none"> <li><b>ADOPTED</b>, by a vote of 6:0, the attached ordinance.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed ordinance to County Attorney's Office. (Attachment 9)</p>
<p>14. Overview of the County's Efforts to Obtain Grants and Leverage County Resources.</p> <ul style="list-style-type: none"> <li><b>APPROVED</b>, by a vote of 6:0, the establishment of a "Grants Leveraging Fund" with an initial funding of up to \$100,000 from the County's FY 09/10 year-end General Government operational expenditure savings.</li> </ul>	<p><u>OMB:</u> Include with appropriation requests for October.</p>
<p>15. Community Advisory Council Restructuring.</p> <ul style="list-style-type: none"> <li><b>ADOPTED</b>, by a vote of 6:0, the revised charge and procedures for master plan community advisory councils effective immediately.</li> </ul>	<p><u>Lee Catlin/Community Development:</u> Proceed as approved. <u>Clerk:</u> Update Boards and Commissions. (Attachments 10 and 11)</p>
<p>16a. Quarterly Update: Albemarle County Service Authority, Gary O'Connell.</p> <ul style="list-style-type: none"> <li><b>RECEIVED.</b></li> </ul>	
<p>16b. Quarterly Update: Rivanna Water and Sewer Authority, Tom Frederick.</p> <ul style="list-style-type: none"> <li><b>RECEIVED.</b></li> </ul>	
<p>17. Closed Meeting.</p> <ul style="list-style-type: none"> <li>At 12:34 p.m., the Board went into closed meeting pursuant to Section 2.2-3711(A) of the Code of Virginia under Subsection (1) to consider appointments to boards, committees, and commissions and an administrative position, under Subsection (7) to consult with legal counsel and staff regarding a specific legal matter requiring advice and pending litigation relating to a Board of Zoning Appeals decision and under Subsection (7) to consult with legal counsel and staff regarding specific legal matters requiring legal advice relating to a pending Zoning application, and under Subsection (7) to consult with legal counsel and staff specific matters regarding specific legal matters requiring legal advice relating to an interjurisdictional agreement concerning public utilities.</li> </ul>	
<p>18. Certify Closed Meeting.</p> <ul style="list-style-type: none"> <li>At 2:08 p.m., the Board reconvened and certified the closed meeting.</li> </ul>	
<p>19. Boards and Commissions: Appointments.</p>	

<ul style="list-style-type: none"> <li>• <b>APPOINTED</b> Jay Willer to the Fiscal Impact Advisory Committee with said term to expire July 8, 2012.</li> <li>• <b>APPOINTED</b> Nancy Gansneder to the Region Ten Community Services Board with said term to expire June 30, 2013.</li> <li>• <b>REAPPOINTED</b> James Powell to the Acquisition of Conservation Easements Committee with said term to expire August 1, 2013.</li> <li>• <b>REAPPOINTED</b> Dr. Ralph Chester to the Commission on Children and Families with said term to expire June 30, 2013.</li> <li>• <b>REAPPOINTED</b> Donald Byers to the Jail Authority as the joint City/County representative with said term to expire July 11, 2013.</li> </ul>	<p><u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.</p>
<p>20. Work Session: CPA-2009-02. Crozet Master Plan Update, Elaine Echols.</p> <ul style="list-style-type: none"> <li>• <b>Consensus</b> of the Board to set the public hearing for October 13, 2010.</li> </ul>	<p><u>Clerk:</u> Schedule on October 13, 2010 agenda.</p>
<p>21. Work Session: Places29, Expansion areas and transportation improvements, David Benish/Judith Wiegand.</p> <ul style="list-style-type: none"> <li>• <b>Consensus</b> of the Board to include the expansion area adjacent to NGIC.</li> <li>• <b>MOVED</b>, by a vote of 4:2 (Mallek, Rooker) to include the expansion area south of Hollymead subject to the improvements for the proposed Berkmar Bridge, Berkmar road extension, and improvements to Route 29 referenced in the Master Plan.</li> </ul>	<p><u>Clerk:</u> Schedule additional Work Session on October 6, 2010, and schedule Public Hearing for November 10, 2010.</p>
<p>22. Community Development – Legislative Review Process, Mark Graham.</p> <ul style="list-style-type: none"> <li>• <b>DIRECTED</b> staff to prepare a resolution of intent to initiate the zoning text amendments for the recommended process changes for consideration by the Board at a future meeting.</li> </ul>	<p><u>Mark Graham:</u> Prepare resolution and schedule on Agenda when ready to come back to Board.</p>
<p>23. From the Board: Matters Not Listed on the Agenda.</p> <ul style="list-style-type: none"> <li>• There were none.</li> </ul>	
<p>24. Adjourn.</p> <ul style="list-style-type: none"> <li>• At 6:05 p.m., the meeting was adjourned.</li> </ul>	

ewj/mrh

- Attachment 1 – Proclamation – Jefferson Area Board for Aging 35<sup>th</sup> Anniversary
- Attachment 2 – Resolution – Commission on Children and Families
- Attachment 3 – Commission on Children and Families Amended Lease
- Attachment 4 – Resolution - ECC
- Attachment 5 – Resolution – Keswick Utilities, Inc.
- Attachment 6 – Conditions of Approval - Faith Christian Center International Church Daycare
- Attachment 7 – Conditions of Approval - Miller School Water Protection Ordinance Exception
- Attachment 8 – Resolution - Route 800 - VA Byway Designation
- Attachment 9 – Ordinance – Chapter 4, Animals and Fowl

**ATTACHMENT 1**

**JEFFERSON AREA BOARD FOR AGING  
35<sup>TH</sup> ANNIVERSARY**

- WHEREAS,** *the Jefferson Area Board for Aging (JABA) has served the needs of the aging community in the Thomas Jefferson Planning District since its founding as an Area Agency on Aging in 1975; and*
- WHEREAS,** *JABA has grown to become one of the most innovative and successful aging organizations in the nation, while remaining focused on the needs and desires of the community; and*
- WHEREAS,** *JABA has continually worked with state and local governments, educational institutions, private citizens, businesses, and other nonprofit organizations to fulfill its mission to promote, establish and preserve sustainable communities for healthy aging that benefit individuals and families of all ages; and*
- WHEREAS,** *JABA has been recognized repeatedly, at the national, state and regional level, as a leader in providing services to the aging community; and*
- WHEREAS,** *JABA led the development of the 2020 Plan: Aging in Community, a multi-year initiative preparing Central Virginia for the challenges and opportunities presented by the current unprecedented growth in the senior population; and*
- WHEREAS,** *JABA created the first and only center for adult day care in our area; and*
- WHEREAS,** *JABA has provided case management to over 2,000 persons annually to assure that the frail, at-risk elderly that JABA serves are assisted in accessing coordinated, cost effective and beneficial support; and*
- WHEREAS,** *JABA has served more than 2.5 million meals to the elderly through its community centers and home delivered meals program; and*
- WHEREAS,** *JABA has helped develop and preserve senior housing and assistant living opportunities in Central Virginia; and*
- WHEREAS,** *JABA has added more than \$25 million to the local economy with its community centers and housing construction projects;*
- NOW, THEREFORE, BE IT RESOLVED,** *that I, Ann H. Mallek, Chair on behalf of the Albemarle County Board of Supervisors, do hereby recognize JABA for its many contributions to this community over the years and urge all citizens to join in its 35<sup>th</sup> Anniversary celebration on **September 8, 2010.***

**RESOLUTION TO AUTHORIZE SECOND AMENDED AGREEMENT  
OF LEASE WITH CHARLOTTESVILLE-ALBEMARLE  
COMMISSION ON CHILDREN AND FAMILIES**

**WHEREAS**, the County Office Building on 5<sup>th</sup> Street contains certain office space that has been leased to the Charlottesville-Albemarle Commission on Children and Families (“CCF”) since October 2004; and

**WHEREAS**, the Board approved an Amended Agreement of Lease in 2007 which reduced the square footage of the CCF leasehold to accommodate the relocation of the County Registrar’s Office to the County Office Building on 5<sup>th</sup> Street; and

**WHEREAS**, the County and CCF wish to amend the Amended Agreement of Lease to reduce the office space being leased by an additional 626 square feet.

**NOW, THEREFORE, BE IT RESOLVED**, that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute on behalf of the County of Albemarle, Virginia, a Second Amended Agreement of Lease and any other document(s) necessary to lease office space at the County Office Building on 5<sup>th</sup> Street to the Charlottesville-Albemarle Commission on Children and Families.

SECOND AMENDED AGREEMENT OF LEASE

THIS SECOND AMENDED AGREEMENT OF LEASE is made as of July 1, 2010 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the CHARLOTTESVILLE/ ALBEMARLE COMMISSION ON CHILDREN AND FAMILIES, Tenant. This Second Amended Agreement of Lease supersedes that certain Amended Agreement of Lease between the parties dated September 5, 2007.

ARTICLE I. PREMISES AND IMPROVEMENTS

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

ARTICLE II. TITLE: QUIET ENJOYMENT

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

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease shall commence on July 1, 2010 (the "Date of Commencement") and shall expire June 30, 2014. All references to the "term" of this Lease shall, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

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

ARTICLE IV. RENT

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

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



Section 4.2. Address for Rent Payment. All payments of rent due Landlord pursuant to Section 4.1 shall be made to Landlord at the address specified in Section 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, heating and cooling, trash collection and janitorial services at no additional cost to Tenant. Tenant shall provide telephone and all other services.

#### ARTICLE VI. USE OF PROPERTY

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

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

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

##### Section 7.1. Installation by Tenant.

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

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

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

#### ARTICLE VIII. MAINTENANCE OF LEASED PREMISES

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

Section 8.2. Surrender of Leased Premises. At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises and all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, which Landlord has granted permission to have left in the Leased Premises. At such time, the Leased Premises shall be broom clean and in good condition and repair, commensurate with its age. If Tenant leaves any of Tenant's personal property in the Leased Premises, Landlord, at its option, may remove and store any or all of such property at Tenant's expense or may deem the same abandoned and, in such event, the property deemed

abandoned shall become the property of Landlord.

#### ARTICLE IX. INSURANCE

Section 9.1. 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 9.2. Waiver of Subrogation. Landlord and Tenant each hereby releases the other from any and all liability or responsibility to itself or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty results from the negligence of itself or anyone for whom it may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as any such release shall not adversely affect or impair the releasor's policies or insurance or prejudice the right of the releasor to recover thereunder.

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

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

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

#### ARTICLE XI. FIRE OR OTHER CASUALTY

If the Leased Premises shall be damaged so as to render two-thirds (2/3) or more of the Leased Premises untenable by fire or other casualty insured against under the insurance required to be carried by Landlord pursuant to Section 9.1, 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  
Charlottesville/Albemarle Commission on Children and Families  
1600 Fifth Street  
Charlottesville, Virginia 22902  
or at such other address as Tenant shall designate by written notice.

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

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

Section 18.6. Recording. Upon request of either party, a memorandum of lease will be executed and recorded. Such memorandum shall contain any provisions of this Lease which either party requests except for

the provisions of Article IV, which shall not be included. The cost of recording such memorandum of lease or a short form hereof shall be borne by the party requesting such recordation.

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

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

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

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

**TENANT**

**CHARLOTTESVILLE/ALBEMARLE COMMISSION ON CHILDREN AND FAMILIES**

By: \_\_\_\_\_  
Print Name: Gretchen Ellis  
Title: Director

**LANDLORD**

This Lease is executed on behalf of the County of Albemarle by Robert W. Tucker, Jr., County Executive, pursuant to a Resolution of the Albemarle County Board of Supervisors.

**COUNTY OF ALBEMARLE, VIRGINIA**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Albemarle County Attorney

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

All that certain portion of the Albemarle County Office Building, located at 1600 Fifth Street Extended, Charlottesville, Virginia, shown shaded in gray on the attached floor plan titled "Rentable Area," and being 2,500 square feet of office space, more or less.

Governing Body Resolution									
<i>BE IT RESOLVED BY THE</i> <u>Board of Supervisors</u>									
(Governing Body)									
<i>OF THE</i> <u>County of Albemarle</u> <i>THAT</i>									
(Name of Applicant)									
<u>the ECC Emergency Management Coordinator</u> , <i>OR</i>									
(Name or Title of Authorized Agent)									
<u>the ECC Executive Director</u> , <i>OR</i>									
(Name or Title of Authorized Agent)									
<u>the County Executive</u> ,									
(Name or Title of Authorized Agent)									
is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of Virginia, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of Virginia.									

**RESOLUTION TO APPROVE KESWICK UTILITIES, INC.'S APPLICATION FOR  
A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

**WHEREAS**, Keswick Utilities, Inc. (hereinafter, "Keswick Utilities") is a public service corporation providing central water and sewer services to fewer than 50 customers within the Keswick Real Estate Development (hereinafter, the "Development") since 1993; and

**WHEREAS**, Keswick Utilities has applied to the Virginia State Corporation Commission for a Certificate of Public Convenience and Necessity pursuant to Virginia Code § 56-265.3 for approval to provide water and sewer services to 50 or more customers; and

**WHEREAS**, because authorities for both water and sewer utilities have been created within Albemarle County under Virginia Code § 15.2-5100 *et seq.*, to provide water and sewer utilities, Virginia Code § 56-265.3(C) requires that Keswick Utilities's application for a Certificate of Public Convenience and Necessity to increase the number of customers it serves be approved by Board of Supervisors before the Virginia State Corporation Commission may hold a public hearing on the application; and

**WHEREAS**, the 1993 resolution of the Board of Supervisors approving Keswick Utilities's predecessor's application to provide central water and sewer services within the Development acknowledged that both central systems would eventually serve 50 or more customers; and

**WHEREAS**, the additional customers will not require the expansion of either central system.

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby approves Keswick Utilities's application for a Certificate of Public Convenience and Necessity to provide water and sewer services to 50 or more customers within the Development.

**CONDITIONS OF APPROVAL  
SP-2007-00028 FAITH CHRISTIAN CHURCH**

1. Development of the use shall be in accord with the conceptual plan titled "Faith Christian Center International Special Use Permit – Concept Plan" prepared by Brian P. Smith Civil Engineering, Inc., and dated May 13, 2010 (hereafter "Conceptual Plan"), as determined by the Director of Planning and the Zoning Administrator. To be in accord with the Conceptual Plan, development shall reflect the following major elements within the development essential to the design of the development:
  - building orientation
  - building mass, shape, and height;
  - location of buildings and structures
  - turn lane design;
  - location of parking areas;
  - relation of buildings and parking to the street.
 Minor modifications to the plan which do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance;
2. The area of assembly shall be limited to a maximum three hundred ninety nine (399)-seat sanctuary;
3. Side and rear setbacks shall meet commercial setback standards, as set forth in Section 21.7 of the Albemarle Zoning Ordinance, of fifty (50) feet for structures (excluding signs) and twenty (20) feet for parking lots and loading spaces adjacent to residential uses or residentially zoned properties;
4. All outdoor lighting shall be only full cut-off fixtures and shielded to reflect light away from all abutting properties. A lighting plan limiting light levels at all property lines to no greater than 0.3 foot candles shall be submitted to the Zoning Administrator or their designee for approval shall be required prior to approval of the final site plan;
5. Health Department approval of well and/or septic systems shall be required prior to approval of the final site plan;
6. The area labeled "Re-planting Area" on the Conceptual Plan shall be replanted according to "Restoration/Establishment Table A" in Appendix D of the "Riparian Buffers Modification & Mitigation Manual," published by the Virginia Department of Conservation & Recreation's Chesapeake Bay Local Assistance program. This area shall be replanted with species listed in the brochure titled "Native Plants for Conservation, Restoration, and Landscaping: Piedmont Plateau," published by the Virginia Department of Conservation and Recreation; and
7. If the use, structure, or activity for which this special use permit is issued is not commenced by September 1, 2014, the permit shall be deemed abandoned and the authority granted thereunder shall thereupon terminate.

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**SP-2007-00029 FAITH CHRISTIAN CHURCH**

1. Development of the use shall be in accord with the conceptual plan titled "Faith Christian Center International Special Use Permit – Concept Plan" prepared by Brian P. Smith Civil Engineering, Inc., and dated May 13, 2010 (hereafter "Conceptual Plan"), as determined by the Director of Planning and the Zoning Administrator. To be in accord with the Conceptual Plan, development shall reflect the following major elements within the development essential to the design of the development:
  - building orientation
  - building mass, shape, and height;
  - location of buildings and structures
  - turn lane design;
  - location of parking areas;
  - relation of buildings and parking to the street.
 Minor modifications to the plan which do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance;
2. The maximum number of children shall not exceed fifty (50) or the number of students as approved by the Health Department or the Department of Social Services, whichever is less;



3. Side and rear setbacks shall meet commercial setback standards, as set forth in Section 21.7 of the Albemarle Zoning Ordinance, of fifty (50) feet for structures (excluding signs) and twenty (20) feet for parking lots and loading spaces adjacent to residential uses or residentially zoned properties;
4. All outdoor lighting shall be only full cut-off fixtures and shielded to reflect light away from all abutting properties. A lighting plan limiting light levels at all property lines to no greater than 0.3 foot candles shall be submitted to the Zoning Administrator or their designee for approval shall be required prior to approval of the final site plan;
5. Health Department approval of well and/or septic systems shall be required prior to approval of the final site plan;
6. The area labeled "Re-planting Area" on the Conceptual Plan shall be replanted according to "Restoration/Establishment Table A" in Appendix D of the "Riparian Buffers Modification & Mitigation Manual," published by the Virginia Department of Conservation & Recreation's Chesapeake Bay Local Assistance program. This area shall be replanted with species listed in the brochure titled "Native Plants for Conservation, Restoration, and Landscaping: Piedmont Plateau," published by the Virginia Department of Conservation and Recreation;
7. The hours of operation for the day care shall not begin earlier than 7:00 A.M. and shall end not later than 6:00 P.M., each day, Monday through Friday, provided that occasional day care-related events may occur after 6:00 P.M.; and
8. If the use, structure, or activity for which this special use permit is issued is not commenced by September 1, 2014, the permit shall be deemed abandoned and the authority granted thereunder shall thereupon terminate.

**Conditions of Approval  
Miller School Water Protection Ordinance Exception**

1. The owner shall submit to the Program Authority for review and approval a mitigation plan meeting all standards set forth in section 17-322 and a mitigation plan shall be approved and bonded prior to the issuance of an erosion and sediment control permit for grading of this entrance road.
2. The approved mitigation plan shall be fully implemented before the proposed entrance road is opened to traffic.

**RESOLUTION SUPPORTING VIRGINIA  
BYWAY DESIGNATION FOR ROUTE 800**

**WHEREAS**, the Virginia Department of Conservation and Recreation and the Virginia Department of Transportation have determined that Route 800 (Schuyler Road), from Route 6 (Irish Road) to the Albemarle/Nelson County line, qualifies for designation as a Virginia Byway; and

**WHEREAS**, this route has a relatively high aesthetic or cultural value, leading to or within areas of historical or natural significance; and

**WHEREAS**, the designation of a Virginia Byway offers opportunities for tourism and economic benefits to localities; and

**WHEREAS**, the designation of a Virginia Byway does not affect land use controls and road improvements; and

**WHEREAS**, the land along Route 800 is zoned Rural Areas and is designated as Rural Areas in the County's Comprehensive Plan; and

**WHEREAS**, the Rural Areas zoning does not allow for dense residential or commercial development and allows for uses such as agriculture, forestry and detached single family dwellings and the commercial zoned areas will not be adversely impacted by the designation; and

**WHEREAS**, the Virginia Department of Conservation and Recreation and the Virginia Department of Transportation have expressed their support for the designation of this route as a Virginia Byway.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of Albemarle County, Virginia, hereby supports the designation of Route 800 (Schuyler Road), from Route 6 (Irish Road) to the Albemarle/Nelson County line, as a Virginia Byway; and

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Albemarle County requests that the Commonwealth Transportation Board take all necessary actions to effect a designation of this route as a Virginia Byway.

**ORDINANCE NO. 10-4(1)**

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 4, ANIMALS AND FOWL, BY AMENDING ARTICLE I, IN GENERAL, AND ARTICLE IV, RABIES CONTROL.

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 4, Animals and Fowl, Article I, In General, and Article IV Rabies Control, is hereby amended and reordained as follows:

**By Amending:**

Sec. 4-105 Care of companion animals; penalty  
Sec. 4-400 Vaccination of dogs and cats required  
Sec. 4-401 Rabid animals

**CHAPTER 4 ANIMALS AND FOWL**

**ARTICLE I. IN GENERAL**

**4-105 Care of companion animals; penalty.**

- A. Each owner shall provide the following for his companion animal:
1. Adequate feed;
  2. Adequate water;
  3. Adequate shelter that is properly cleaned;
  4. Adequate space in the primary enclosure for the particular type of animal depending upon its age, size, species, and weight;
  5. Adequate exercise;
  6. Adequate care, treatment, and transportation; and
  7. Veterinary care when needed or to prevent suffering or disease transmission.

The provisions of this section shall also apply to every pound, animal shelter, or other releasing agency, and every foster care provider, dealer, pet shop, exhibitor, kennel, groomer, and boarding establishment. This section shall not require that animals used as food for other animals be euthanized.

B. Violation of this section is a Class 4 misdemeanor. A second or subsequent violation of subdivision A1, A2, A3, or A7 is a Class 2 misdemeanor and a second or subsequent violation of subdivision A4, A5, or A6 is a Class 3 misdemeanor.

(Ord. 09-4(1), 7-8-09; Ord. 10-4(1), 9-1-10)

**State law reference**—Va. Code § 3.2-6503.

**ARTICLE IV. RABIES CONTROL**

**State law reference**-- Va. Code §§ 3.2-6521; 3.2-6522; 3.2-6523; 3.2-6525

**Sec. 4-400 Vaccination of dogs and cats required.**

A. The owner or custodian of all dogs and cats four (4) months of age and older shall have such animal currently vaccinated for rabies by a licensed veterinarian or licensed veterinary technician who is under the immediate and direct supervision of a licensed veterinarian on the premises unless otherwise provided by

regulations. The supervising veterinarian on the premises shall provide the owner or custodian of the dog or cat with a rabies vaccination certificate or herd rabies vaccination certificate and shall keep a copy in his own files. The owner or custodian of the dog or the cat shall furnish within a reasonable period of time, upon the request of an animal control officer or other law enforcement officer, state veterinarian's representative, or official of the Department of Health, the certificate of vaccination for such dog or cat. The vaccine used shall be licensed by the U.S. Department of Agriculture for use in that species. At the discretion of the director of the Charlottesville/Albemarle Health Department, a medical record from a licensed veterinary establishment reflecting a currently vaccinated status may serve as proof of vaccination.

(Code 1967, § 4-35; 4-8-87; 12-14-88; Code 1988, § 4-38; Ord. 98-A(1), 8-5-98, § 4-500; Ord. 09-4(1), 7-8-09; Ord. 10-4(1), 9-1-10)

**State law reference**—Va. Code § 3.2-6521.

#### **Sec. 4-401 Rabid animals.**

Any dogs or cats showing active signs of rabies or suspected of having rabies that is not known to have exposed a person, companion animal, or livestock to rabies shall be confined under competent observation for such a time as may be necessary to determine a diagnosis. If, in the discretion of the director of the Charlottesville/Albemarle Health Department, confinement is impossible or impracticable, such dog or cat shall be euthanized by one of the methods approved by the state veterinarian as provided in Virginia Code § 3.2-6546. The disposition of other animals showing active signs of rabies shall be determined by the director of the Charlottesville/Albemarle Health Department and may include euthanasia and testing.

Every person having knowledge of the existence of an animal that is suspected to be rabid and that may have exposed a person, companion animal, or livestock to rabies shall report immediately to the Charlottesville/Albemarle Health Department the existence of such animal, the place where seen, the owner's name, if known, and the signs suggesting rabies.

Any dog or cat, for which no proof of current rabies vaccination is available, and that is may have been exposed to rabies through a bite, or through saliva or central nervous system tissue, in a fresh open wound or mucous membrane, by an animal suspected to be rabid, shall be isolated in a pound, kennel or enclosure approved by the Charlottesville/Albemarle Health Department for a period not to exceed six (6) months at the expense of the owner or custodian in a manner and by a date certain as determined by the director of the Charlottesville/Albemarle Health Department. A rabies vaccination shall be administered by a licensed veterinarian prior to release. Inactivated rabies vaccine may be administered at the beginning of isolation. Any dog or cat so bitten, or exposed to rabies through saliva or central nervous system tissue, in a fresh open wound or mucous membrane with proof of current vaccination, shall be revaccinated by a licensed veterinarian immediately following the exposure and shall be confined to the premises of the owner or custodian, or other site as may be approved by the Charlottesville/Albemarle Health Department, at the expense of the owner or custodian, for a period of forty-five (45) days. If the director of the Charlottesville/Albemarle Health Department determines that isolation is not feasible or maintained, such dog or cat shall be euthanized by one of the methods approved by the State Veterinarian as provided in Virginia Code § 3.2-6546. The disposition of such dogs or cats not so confined shall be at the discretion of the director of the Charlottesville/Albemarle Health Department.

At the discretion of the director of the Charlottesville/Albemarle Health Department, any animal that may have exposed a person shall be confined under competent observation for ten (10) days at the expense of the owner or custodian, unless the animal develops active signs of rabies, expires, or is euthanized before that time. A seriously injured or sick animal may be euthanized as provided in Virginia Code § 3.2-6546.

When any suspected rabid animal, other than a dog or cat, exposes or may have exposed a person to rabies through a bite, or through saliva or central nervous system tissue, in a fresh open wound or mucous membrane, decisions regarding the disposition of that animal shall be at the discretion of the director of the Charlottesville/Albemarle Health Department and may include euthanasia as provided in Virginia Code § 3.2-6546, or as directed by the state agency with jurisdiction over that species.. When any animal, other than a dog or cat, is exposed or may have been exposed to rabies through a bite, or through saliva or central nervous

system tissue, in a fresh open wound or mucous membrane, by an animal suspected to be rabid, decisions regarding the disposition of that newly exposed animal shall be at the discretion of the director of the Charlottesville/Albemarle Health Department.

When any animal may have exposed a person to rabies and subsequently expires due to illness or euthanasia, either within an observation period, where applicable, or as part of a public health investigation, its head or brain shall be sent to the Division of Consolidated Laboratory Services of the Department of General Services or be tested as directed by the Charlottesville/Albemarle Health Department.

Any person who fails to comply with the provisions of this section shall be guilty of a class 1 misdemeanor.

(Code 1967, § 4-37; Code 1988, § 4-40; Ord. 98-A(1), 8-5-98, § 4-502; Code 1967, § 4-38; Code 1988, § 4-41; Ord. 98-A(1), 8-5-98, § 4-503; Ord. 09-4(1), 7-8-09; Ord. 10-4(1), 9-1-10)

**State law reference**—Va. Code § 3.2-6522.

**COMMUNITY ADVISORY COUNCIL**  
**Revised Charge**

**Background:**

Community residents, local government, the business community, and other organizations play a role in shaping a community. The Master Plans are created with substantial time and effort from all these groups collaboratively. To continue that collaboration and communication, the Plan calls for the appointment of a citizen group that will serve as one of the major vehicles by which the communities will remain engaged in the plan's implementation.

The Advisory Councils will provide assistance, feedback and input to County staff and the Board of Supervisors on community and county efforts related to implementation of the Master Plan, in accordance with established county procedures. Advisory Council members will communicate with their constituencies to increase understanding of and support for successful implementation of the Master Plan. The membership is broad-based to incorporate a variety of perspectives and ideas and to provide citizens, business people, and representatives of community groups a chance to be engaged and to be heard in a constructive and meaningful way.

The Councils will be a catalyst for helping foster a sense of community and work towards effective and efficient Master Plan implementation. The Advisory Councils will contribute to public understanding of and support for Master Plan implementation through enhanced communication and collaboration among all stakeholders, and will seek to identify, and communicate and collaborate with unrepresented stakeholder groups.

**Timing:**

The Advisory Council should be formed immediately after the adoption of the Master Plan.

**Membership:**

The Board of Supervisors shall appoint ten to fifteen members to the Council with representation from the following:

- Citizens at large
- Property owners and Stakeholders
- Business community members
- Civic/neighborhood organizations
- Representatives from adjoining areas

There shall also be a Planning Commission liaison appointed to the council who will attend meetings, report back to the Commission at its regular meetings with a synopsis of the Council's meetings/activities, as appropriate. The liaison, along with other Commissioners, may identify agenda items or updates that should be provided to the Council and the greater Master Plan area.

County planning staff will coordinate all staff support to the Advisory Council; ensure meeting supplies, print and copy agenda and meeting materials.

**Time  
Commitment:**

All Councils will meet together as a group annually to focus on issues of common interest to development area communities and individual councils will meet several more times during the year as needed based on master plan implementation activity.

**Length of Term:** Members will be appointed for either a 2 or 3 year term to stagger the transition of new members on and off the council.

**Responsibilities:**

1. Serve as liaisons by: 1) contributing to public understanding of and encouraging support for Master Plan implementation; 2) keeping the community informed of the needs, purposes, and progress of Master Plan implementation; 3) encouraging interest and participation in community and county efforts related to the Master Plan and participation in public meetings; and 4). enhancing collaboration among all community stakeholders.
2. Gather input from constituencies represented and bring these issues to the attention of staff and the Council, and distribute information from the council back to constituents.
3. Stimulate creative thinking in examining implementation issues and identify ways of using community resources to meet implementation needs and challenges.
4. Provide information to the Board of Supervisors as requested.

**Principles:**

To assist with meeting facilitation thereby ensuring that all members' voices are heard and viewpoints considered, all Council members will:

- ❖ Act on the basis of information and understanding.
- ❖ Focus their efforts strategically to achieve the greatest possible contributions.
- ❖ Strive to achieve a consensus on actions/recommendations that are important to Master Plan implementation.
- ❖ Comment as a council constructively and with appropriate suggestions and offers of help.
- ❖ Work toward benefiting Master Plan implementation rather than special needs or interests
- ❖ Accept responsibility for the success of the Advisory Council by contributing appropriate time and energy.

**NOTE:**

Each committee member will receive the following, some of which will be distributed prior to the first meeting and some of which will be developed during the first committee meetings with the committee:

1. Copy of the Master Plan
2. Copy of the Information for Advisory Committee Members
3. Copy of Advisory Committee Procedures
4. Advisory Committee Members List
5. Advisory Committee Meeting Schedule
6. Advisory Committee Action Plan



**ALBEMARLE COUNTY COMMUNITY ADVISORY COUNCIL  
RULES OF PROCEDURE**

**1. Officers**

- A. Chairman. At its annual meeting, the Committee shall elect a Chairman who, if present, shall preside at the meeting and at all other meetings during the year for which elected.
- B. Vice-Chairman. At its annual meeting, the Committee shall 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.
- C. Secretary. At its annual meeting, the Committee shall elect a Secretary, who, if present, shall record the proceedings of the meeting.
- D. 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.
- E. 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.

**2. Meetings**

- A. Annual Combined Councils Meeting. All advisory councils will meet jointly once a year to review issues and concerns of interest to all development area residents. Following that meeting, staff and the individual advisory councils shall establish the day, time, and place for regular meetings of the Committee for that year, and shall elect the chairman, vice-chairman, and secretary.
- B. Regular Meetings. The Committee shall meet in regular session at the time and place and on the day or days established for regular meetings. The Committee may subsequently establish a different day, time, or place to conduct its regular meetings by passing a resolution to that effect.

If the Chairman, or the Vice-Chairman if the Chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for Committee members to attend a regular meeting, the meeting shall be continued to the next regular meeting date. This finding shall be communicated to the members of the Committee and to the press as promptly as possible.

Without further public notice, a regular meeting 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 Committee is complete.

- C. Attendance. Two unreported absences from regular meetings shall be considered grounds for dismissal from the Committee.

**3. Order of Business**

- A. Establishment of Agenda. The agenda for each regular meeting shall be established by staff in consultation with the Chairman.

B. Organization of the Agenda. The agenda of each regular meeting shall be organized in substantially the following order, subject to change at the request of the Chairman and with the consensus of the other members of the Committee:

- (1) Call to order
- (2) Announcements
- (3) Scheduled presentations
- (4) Discussion Items
- (5) Community Updates
- (6) Other business
- (7) Adjourn

C. Deferrals. The Committee may defer any matter at the request of a member of the Committee or County staff. The request may be either oral or in writing, and may be made at any time prior to the vote on the matter. The person making the request shall state the reasons therefore. A motion to defer shall either specify the date to which the matter is deferred or defer the matter indefinitely.

#### 4. Quorum

A simple majority of the appointed members of the Committee shall constitute a quorum for any meeting of the Committee. If, during a meeting, less than a majority of the members of the Committee remains present, no action can be taken except to adjourn the meeting. If, prior to adjournment, a quorum is again established, the meeting shall continue.

#### 5. Voting Procedures

- A. Approval of Motion by Majority. Except for a decision on a motion of the previous question, each decision of the Committee shall be made by approval of a majority of the members present and voting on a motion properly made by a member and properly seconded by another member. Any motion that is not seconded shall not be further considered.
- B. Manner of Vote. The vote on a motion pertaining may be either by roll call vote or voice vote, in the discretion of the Chairman; provided that a roll call vote on such a motion shall be required if requested by a member of the Committee. For each roll call vote, staff shall record the name of each member voting and how the member voted on the motion. For each voice vote, staff shall record the result of the vote.
- C. Tie Vote. A tie vote shall defeat the motion voted upon.
- D. Abstention. If any member abstains from voting on any motion, he shall state his abstention. The abstention shall be announced by the Chairman and recorded by staff.
- E. Motion to Amend. A motion to amend a motion before the Committee shall be discussed and voted by the Committee 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 Committee for its consideration. If the motion to amend is not approved, the original motion is again before the Committee for its consideration.

#### 6. Amendment of Rules of Procedure

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

**7. Suspension of Rules of Procedure**

These Rules of Procedure may be suspended by the majority vote of the members of the Committee present and voting. The motion to suspend a rule may be made by any member of the Committee. 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 Committee; provided, however, approval of a motion to suspend the rule shall not permit the Committee to act in violation of a requirement mandated by the Code of Virginia, the Constitution of Virginia, or any other applicable law.

**8. Rules of Procedure not Covered by These Rules of Procedure**

Any rules of procedure not covered by these Rules of Procedure shall be governed by the current Robert's Rules of Order.