

ACTIONS
Board of Supervisors Meeting of March 2, 2011

March 4, 2011

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> Meeting was called to order at 9:04 a.m. by the Chair, Ms. Mallek. All BOS members were present. Also present were Larry Davis, Ella Jordan and Meagan Hoy. 	
<p>4. Recognitions:</p> <p>a. Steve Sellers, Chief of Police.</p> <ul style="list-style-type: none"> Chair introduced and recognized Mr. Sellers. 	
<p>5. From the Board: Matters not listed on the Agenda.</p> <p><u>Duane Snow:</u></p> <ul style="list-style-type: none"> Provided update on recent meeting of the Historic Preservation Committee. The Committee discussed opening the Old Jail for a tour as part of Historic Preservation Week. Provided County Executive with a copy of a letter pertaining to the budget and a copy of a letter pertaining to the development areas. Asked that someone respond to the individuals. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Provided Board members with a copy of the information from the Energy Symposium that was held at the COB on February 24th. 	<p><u>County Executive:</u> Look into feasibility of tour.</p> <p><u>County Executive:</u> Provide response.</p>
<p>6. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <u>Charles Battig</u> spoke about ICLEI and Albemarle's position on Cool Counties. <u>Jeffer Werner</u>, of PEC, followed up on the comments made earlier by Mr. Snow regarding the recent meeting of the Historic Preservation Committee and touring the Old Jail. 	
<p>7.2 Board Policy Related to Volunteer Fire Rescue Funding.</p> <ul style="list-style-type: none"> ADOPTED the amended "Volunteer Funding" policy as the County policy for funding volunteer capital purchases. 	<p><u>Clerk:</u> Forward copy of policy to Fire/Rescue. (Attachment 1)</p>
<p>7.3 Hillsdale Drive Extension Project.</p> <ul style="list-style-type: none"> ADOPTED Resolution approving the major design features identified in Attachment I for the Hillsdale Drive Extension Project. 	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney. (Attachment 2)</p>
<p>7.4 Towncenter Drive Road Name Change.</p> <ul style="list-style-type: none"> APPROVED changing the road name of Towncenter Drive to Towncenter Boulevard and AUTHORIZED staff to implement the change. 	<p><u>Tex Weaver:</u> Proceed as approved.</p>
<p>7.5 Resolution Supporting a Certificate of Public Need for a Nursing Home Facility in the County of Albemarle, Virginia.</p> <ul style="list-style-type: none"> ADOPTED Resolution. 	<p><u>Clerk:</u> Forward copy of signed resolution to Susan Stimart and County Attorney. (Attachment 3)</p>
<p>8. Board-to-Board, <i>Monthly Communications Report from School Board</i>, Steve Koleszar, School Board Chairman.</p>	


	<ul style="list-style-type: none"> • RECEIVED. 	
9.	<p>Target Industry Study.</p> <ul style="list-style-type: none"> • DIRECTED staff to initiate a target industry study based on the proposed approach as presented. 	<u>Lee Catlin/Susan Stimart:</u> Proceed as approved.
10.	<p>Update on Staffing for Adequate Fire and Emergency Response (SAFER) Grant.</p> <ul style="list-style-type: none"> • RECEIVED. 	
11.	<p>Update on Volunteer Incentive Program (VIP).</p> <ul style="list-style-type: none"> • RECEIVED. 	
12.	<p>Pb Hrg: FY11 budget amendment and Appropriations.</p> <ul style="list-style-type: none"> • APPROVED, by a vote of 6:0, the FY 2011 Budget Amendment in the amount of \$3,810,593.94 and APPROVED Appropriations #2011065, #2011066, #2011067, #2011068 and #2011069 to provide funds for various local government and school projects and programs. 	<u>Clerk:</u> Forward copy of signed appropriation forms to Finance, OMB and appropriate individuals.
13.	<p>Pb Hrg: To consider entering into a lease with the Lewis and Clark Exploratory Center for office space in the McIntire County Office Building.</p> <ul style="list-style-type: none"> • APPROVED, by a vote of 6:0, the Lease and AUTHORIZED the County Executive to sign the Lease on behalf of the County. 	<u>County Attorney:</u> Provide Clerk's office with copy of fully executed agreement. (Attachment 4)
14.	<p>Pb Hrg: To consider granting a cable easement to CenturyLink within the Boulders Road public right-of-way, owned by the County (TMP 03200-00-00-005C3).</p> <ul style="list-style-type: none"> • APPROVED, by a vote of 6:0, the proposed easement in its new location, and AUTHORIZED the County Executive to sign the deed of easement on behalf of the County after the deed has been approved in substance and in form by the County Attorney. 	<u>County Attorney:</u> Provide Clerk's office with copy of fully executed easement. (Attachment 5)
15.	<p>Little Keswick School, Request for Exception (WPO 17-308).</p> <ul style="list-style-type: none"> • APPROVED, by a vote of 6:0, the applicant's request to grant a stream buffer exception subject to County Engineer approval of an Erosion and Sediment Control Plan, if necessary, and a Stream Buffer Mitigation Plan. 	<u>Glenn Brooks:</u> Proceed as approved.
16.	<p>Adoption of 2011 Redistricting Guidelines.</p> <ul style="list-style-type: none"> • ADOPTED, by a vote of 6:0, the proposed redistricting guidelines. 	<u>Jake Washburne/Tex Weaver:</u> Proceed as approved. (Attachment 6)
16a.	<p>Resolution Supporting the Implementation of the Community Water Supply Plan.</p> <ul style="list-style-type: none"> • ADOPTED, by a vote of 5:1 (Boyd), the Resolution as modified at the meeting. 	<u>Clerk:</u> Forward copy of signed resolution to City Council, RWSA and County Attorney. (Attachment 7)
	<p>Non Agenda.</p> <ul style="list-style-type: none"> • Ms. Mallek told the Board that they will receive information on the Jail Re-entry Summit in their Board packets next week. 	
17.	<p>Closed Session. Personnel and Legal Matters.</p> <ul style="list-style-type: none"> • At 11:47a.m., the Board went into Closed Meeting under subsection (1) to consider appointments to boards, committees and 	

	commissions, under subsection (7) to discuss with legal counsel and staff specific matters requiring legal advice relating to the collection of a local tax, and under subsection (7) to consult with legal counsel regarding pending litigation related to a zoning decision.	
18.	Certified Closed Meeting. <ul style="list-style-type: none"> At 1:04 p.m., the Board reconvened into open meeting and certified the closed meeting. 	
19.	Boards and Commissions: Appointments. <ul style="list-style-type: none"> APPOINTED Jason Woodfin to the Acquisition of Conservation Easements (ACE) Committee with said term to expire August 1, 2013. APPOINTED Charles Gross to the Housing Committee with said term to expire December 31, 2013. APPOINTED David Ward to the Rivanna Solid Waste Authority Citizens Advisory Committee with said term to expire December 31, 2012. APPOINTED Jane Williamson to the Places29 Community Advisory Council. APPOINTED Cyndi Burton, Betsy Gohdes-Baten, Dottie Martin, Neil Means, Carole Milks, Dennis Odinov, Paula Pagonakis, Rick Randolph, and Richard Wagaman to the Village of Rivanna Community Advisory Council. REAPPOINTED John Mattern to the Agricultural and Forestal District Advisory Committee with said term to expire April 17, 2015. REAPPOINTED Meg Holden to the Crozet Community Advisory Council with said term to expire March 31, 2013. 	Clerk: Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.
20.	From the Board: Committee Reports and Matters Not Listed on the Agenda. <u>Rodney Thomas:</u> <ul style="list-style-type: none"> Will have a meeting with the Rio Heights neighborhood on March 11, 2011. 	
	Recess. <ul style="list-style-type: none"> The Board recessed at 1:05 p.m. 	
21.	Call to Order. <ul style="list-style-type: none"> At 6:02 p.m., the Chair, Ms. Mallek, called the meeting back to order. 	
24.	Proclamation recognizing the 17th Annual Virginia Festival of the Book. <ul style="list-style-type: none"> Chair read the proclamation. 	(Attachment 8)
25.	Pb Hrg to receive comments on the County Executive's FY 2011/2012 Recommended Budget. <ul style="list-style-type: none"> HELD. 	
26.	Adjourn to March 3, 2010, 3:00 p.m., Room 241. <ul style="list-style-type: none"> The meeting was adjourned at 7:19 p.m. 	

ewj/mrh

Attachment 1 – Board Policy Related to Volunteer Fire Rescue Funding
Attachment 2 – Resolution - Hillsdale Drive Extension Project

- Attachment 3 – Resolution Supporting a Certificate of Public Need for a Nursing Home Facility in the County of Albemarle, Virginia
- Attachment 4 – Lease - Lewis and Clark Exploratory Center
- Attachment 5 – CenturyLink Deed Easement
- Attachment 6 – 2011 Redistricting Guidelines
- Attachment 7 – Resolution Supporting the Implementation of the Community Water Supply Plan
- Attachment 8 - Proclamation recognizing the 17th Annual Virginia Festival of the Book

	
STANDARD ADMINISTRATIVE POLICY	
Subject:	Volunteer Funding
Reference Number:	SAP-DEP-007
Effective Date:	1 December 2003
Last Revision Date:	27 October 2010

Purpose:

The purpose of this policy is to outline the funding policies for volunteer fire departments and rescue squads.

Background:

This policy was adopted by the Albemarle County Fire Rescue Advisory Board (ACFRAB) at the November 2003 meeting, approved by the Board of Supervisors on 23 February 2006, and revised September 2010.

Definitions:

Basic Operating Costs: Basic operating costs include building utility costs, buildings & grounds maintenance, communications, fire suppression, emergency medical & rescue services, vehicle expenses, administrative expenses, training, and uniforms.

One-Time Costs: One-time costs include major vehicle repair, hoses, nozzles, ladders, self-contained breathing apparatus, personal protective equipment & gear, radio purchases, pager purchases, defibrillators, cascade equipment & compressors, kitchen appliances, rescue equipment, building repairs & improvements (paving, HVAC, etc.).

Policy:

- ix. Basic Operating Costs
 - a. Annual funding of basic operating costs will be provided as a quarterly contribution to each volunteer station.
 - b. The funding will be based on an annual review by ACFRAB and the County of Albemarle.
 - c. An annual audited report will be provided to the County as part of the annual budget process.
 - d. The annual Profit and Loss statements will be submitted per the annual schedule and in a standard format
 - e. Future adjustments of budgeted operating costs will be based on an audited history of the previous years.

- x. One-Time Costs
 - a. One-time costs should be identified separately from operating costs and will be considered for funding separately from the annual operating contribution. These may be submitted at any time during the year and will be considered on a case-by-case basis.

- xi. Fundraising Costs
 - a. The following costs associated with fundraising are not included as a basic operating cost: painting & repairs to space, expendable items for space, janitorial items for space, office supplies, postage, printing, professional services, and/or licenses.

- xii. Consolidated Purchase of Goods & Services
 - a. ACFRAB will strive to consolidate the purchase of goods and services to achieve better pricing. As consolidation occurs, the line items associated with consolidated goods and services will be eliminated or will reflect the revised price structure.
 - b. Items to be considered for consolidation include the following:

i. Long Distance Telephone Service	vii. Small Tools & Equipment
ii. Fuel Oil	viii. EMS Supplies
iii. Fuel for Apparatus	ix. Vehicle Repairs Outside the County Vehicle Maintenance Facility
iv. Trash Disposal	x. Uniforms
v. Linen Service	
vi. Radio/Pager Repair	
 - c. Foam is provided to stations by the County; thus, no additional funds will be provided for such.
 - d. Self-contained breathing apparatus (SCBA) maintenance is funded by the County; thus, no additional funds will be provided for such.
- xiii. Loan Payments
 - a. Outside loan payments obtained before 2003 are considered a basic operating cost. Outside loans after 2003 will not be considered a basic operating cost.
- xiv. Capital Expenses
 - a. Buildings - The County will consider participating in the construction or improvement of volunteer stations on a case-by-case basis
 - b. Vehicles and Apparatus
 - i. The ACFRAB Apparatus Fleet Plan establishes the basis for replacement of emergency vehicles.
 - ii. A Capital Improvement Program (CIP) for emergency vehicle replacement will be developed and recommended by ACFRAB according to the regular schedule established by the County.
 - iii. The vehicle replacement schedule will be based upon consideration of vehicle age, mileage and mechanical condition.
 - iv. The County will fund replacement of emergency vehicles (including chassis replacement and/or refurbishment) based on ACFRAB adopted standard specifications or alternatives specifically approved by the County operations chief.
 - v. Any variation from, or addition to, the adopted specifications will be a cost directly born by the volunteer department.
 - vi. Vehicles that are funded by the County, in part or in whole, must be procured under the direction of the County Purchasing Office. All vehicle purchases must comply with the Virginia Procurement Act, and County Purchasing Policies which require one of the following:
 - a. Competitive bid or proposal process
 - b. Use of an applicable governmental contract through cooperative procurement
 - c. A qualified sole source procurement (in cases where a unique vendor is required and compelling circumstances are documented).
 - vii. Vehicles purchased with County funds shall be co-titled to the volunteer department and the County of Albemarle

- viii. When a volunteer department is ready to initiate a vehicle purchase (or refurbishment), the department chief or designee shall contact the County Fire Rescue operations chief and request initiation of a procurement process.
- ix. The operations chief shall verify that adequate CIP budget funds have been appropriated and consult County Purchasing about the appropriate purchasing method. When the best method has been determined, and all related requirements for that method have been met, the operations chief will submit a purchase requisition to County Purchasing for action.
- x. Supplemental equipment procurement using County funds must also comply with County purchasing requirements.
- xi. During production of fire and rescue vehicles, the volunteer department chief or designee will typically coordinate any pre-construction, post-paint and/or final acceptance visits with the manufacturer.
- xii. Production change orders must be reviewed and approved by the County operations chief. Failure to do so will result in the volunteer department being responsible for all associated costs.
- xiii. Once a new or refurbished vehicle has been accepted by the volunteer department, the volunteer chief shall notify the County operations chief of final acceptance and approval for payment. Prior to delivery of the vehicle, the volunteer department and County operations chief must communicate about any issues that might prevent acceptance and cooperate to resolve any such issues in advance of delivery. When the vendor invoice has been received and approved by the County operations chief, the operations chief will forward authorization for payment to County Finance. If the invoice is received in advance of final acceptance, a check for the payment may be prepared and held by the operations chief, pending final acceptance notification from the volunteer department chief.
- xiv. Upon notification of final acceptance, the County operations chief shall notify the County's volunteer department vehicle insurance policy agent of the addition to initiate proper insurance coverage.
- xv. Upon receipt of payment, the vendor shall provide the County operations chief with notice of payment received and provide the vehicle Manufacturer's Statement of Origin (MSO). The MSO shall list the volunteer department and the "County of Albemarle" as co-owners.
- xvi. After delivery of a new vehicle, the volunteer department chief or designee typically coordinates supplemental equipment mounting and installation, including communications equipment. It may be appropriate to include some or all of these costs in the vehicle's replacement budget, as funding is available. This activity must be reviewed by the County operations chief in advance for funding consideration and any necessary procurement action(s).
- xvii. When a new vehicle is ready for DMV registration and titling, the volunteer chief or designee should notify the County operations chief, who will provide a packet with:
 - 1. A DMV title application with County (co-owner) information
 - 2. A copy of the vendor invoice
 - 3. The vehicle Manufacturer's Statement of Origin.

The volunteer chief or designee can then take this material to the DMV for processing. "Volunteer Emergency Vehicle" license plates should be utilized.

- xviii. A copy of the DMV title shall be returned to the County operations chief.
- xix. Requests for reimbursement involving vehicle purchases, refurbishment or supplemental equipment "after the fact" are not allowable.
- xx. Once a County-purchased apparatus is sold at the end of its useful life, the proceeds after the sale will go back to the individual volunteer department. If the volunteer department originally upgraded the apparatus being sold, the volunteer department will receive the percentage of the proceeds used for the upgrade to use at their discretion. The remainder of the proceeds will go back to the volunteer department and must be used to upgrade the new apparatus.

Example: Apparatus cost at time of purchase is \$200,000. The volunteer department added \$20,000 in upgrades (10% of the total price). The apparatus is sold at the end of its useful life for \$5,000. The volunteer department will receive the upgraded percentage (10% or \$500) to use at their discretion. The remainder (\$4,500) must be used to upgrade the cost of the new apparatus.

Master Chart of Basic Operating Costs:

Building Utility Costs	1a Electricity
	1b Fuel Oil or Gas (for heat, cooking, etc.)
	1c Water & Sewer
	1d Cable TV/DSS: Basic level of cable or DSS at the established cost according to the Office of Management & Budget (OMB) worksheet. May also include internet costs.
	1e Trash Disposal
	1f Other
Buildings & Grounds Maintenance	2a Building Maintenance (routine HVAC, plumbing, generator repairs, painting, cleaning supplies, paper products, oil trap service, water and septic system maintenance, etc.)
	2c Building Supplies (cleaning supplies, paper products, light bulbs, etc.)
	2d Linen Service (only provided for stations with duty crews)
Communications	3a Telephone (land-based) including land-line costs. May also include internet costs.
	3b Mobile Telephone (expense for each front-line apparatus & two chief officers at the established cost according to the OMB worksheet.
	3c Alphanumeric Pagers (expense for each front-line apparatus and two chief officers) at the established cost according to the OMB worksheet.
	Front line apparatus includes engines, tankers, brush trucks, and a first due EMS response vehicle. Although not further defined by the committee, the volunteer funding policy implies that ambulances, squads/special rescue, and first due EMS response vehicles are included for rescue squads.
	3d Radio and Pager Repairs & Replacement (Includes County 800 MHz system as well as mobile and portable radios on other systems necessary to support mutual aid operations)
	3g Other
Operations (Fire Suppression & EMS)	4a General Supplies (stay-dry, fire-line tape, supplies for the Haz Mat unit @ St-4 & the Haz Mat trailer @ St-7, etc.)
	4b Small Tools (generally, tools and equipment less than \$500)
	4c Maintenance (maintenance and service of portable pumps, equipment, extrication equipment, hydraulic pumps, cascade systems, etc.)
	4d Meals for Duty Crews (allowance for duty crew meals only provided for stations with duty crews at the established cost according to the OMB worksheet.)
	One meal per 8 hour shift is to be used as a budget figure. Although most evening crews are 12 hours, it usually includes only one meal. Requested departures from this will be considered on a case-by-case basis. Include specific request information in Explanation/Justification column on budget

	spreadsheet. 4f Other
Emergency Medical & Rescue Services	5a General Supplies (generally, cost of disposable supplies)
	5b Small Equipment (generally, tools and equipment less than \$500)
	5c Maintenance (maintenance and service of defibrillators, etc.)
	5d Other
Vehicle Expenses	6a Fuel (includes gas & diesel)
	6b Preventative Maintenance (includes funds that were reimbursed by the County.)
	6c Repairs (Stations shall deduct insurance reimbursements from repairs to vehicles before declaring repair costs.)
	6d Other
Administrative Expenses	7a Office Supplies
	7b Postage
	7c Printing
	7d Dues
	7e Professional Services (accounting, etc.) Audit services only.
	7f Licenses 7g Other
Training	8a Training (includes tuition, books, instructor expenses, etc.) at the established cost according to the OMB worksheet.
	8b Subscriptions
	8c Travel (includes lodging, meals, and mileage costs associated with out-of-town training) at the established cost according to the OMB worksheet.
	8d Other
Uniforms	9a Uniforms (includes the cost for any station-provided duty uniforms and dress uniforms) for two chief officers at the established cost according to the OMB worksheet.
Loans	Building
	Apparatus

Reference:

- ACFRAB Annual Budget Timeline, Deadline, & Expectations
- OMB Volunteer Operating Costs Worksheet

**RESOLUTION TO APPROVE THE DESIGN
OF THE HILLSDALE DRIVE EXTENSION PROJECT**

WHEREAS, a Design Public Hearing was conducted on November 16, 2010 in the County of Albemarle at the Senior Center located at 1180 Pepsi Place, near Hillsdale Drive's alignment, by representatives of the City of Charlottesville after due and proper notice for the purpose of considering the proposed design of the Hillsdale Drive Extension Project, under State project number U000-104-119, PE-101, RW-201, C-501 and Federal project number STP-5104 (151), in the City of Charlottesville and County of Albemarle, at which hearing renderings, plan sets, environmental documentation and other pertinent information were made available for public inspection in accordance with state and federal requirements; and

WHEREAS, all persons and parties in attendance were afforded full opportunity to participate in said public hearing; and

WHEREAS, the City Council had previously requested the Virginia Department of Transportation to program this project; and

WHEREAS, representatives of the City of Charlottesville and Albemarle County were present and participated in said hearing; and

WHEREAS, the Metropolitan Planning Organization's (MPO) adopted regional long range transportation plan and the Albemarle County's Comprehensive Plan identify this project as an important transportation network improvement to address transportation demands; and

WHEREAS, the Albemarle County Board of Supervisors has identified this project as a high priority project which, along with other priority transportation network improvements, will address local and regional traffic demands; and

WHEREAS, members of the Albemarle County Board of Supervisors and County staff were members of the project Advisory Committee and participated in the public input and design development processes.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the major design features of the proposed project as presented at the Public Hearing with the following two adjustments based on public comment: 1) adding sharrows to the plans to highlight the presence of bicyclists while encouraging them to better position themselves in the travel lane, and 2) removing the shared use path along the storm water management pond at the northern end of the termini and replacing it with on-road bike lanes to better transition bicyclists at the Greenbrier intersection.

RESOLUTION SUPPORTING A CERTIFICATE OF PUBLIC NEED FOR A NURSING HOME FACILITY IN THE COUNTY OF ALBEMARLE, VIRGINIA

WHEREAS, the Virginia Commissioner of Health (the “Commissioner”) has issued a Request for Applications for a Certificate of Public Need (“COPN”) for 60 nursing home beds in Planning District Ten, which is comprised of the Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson and the City of Charlottesville; and

WHEREAS, the facility can be located in any jurisdiction in Planning District Ten based on the Commissioner’s award of application; and

WHEREAS, the Virginia Employment Commission forecasts that the senior population (aged 70 and over) in Albemarle County will grow by 33% between 2010 and 2020; and

WHEREAS, the last new nursing home built in Albemarle County was in 2004, and the senior population in Albemarle continues to be the County’s fastest-growing population segment; and

WHEREAS, in 2009, the average occupancy in Albemarle County/City of Charlottesville nursing homes was 92%, demonstrating a need for additional capacity in the community; and

WHEREAS, increasing the number of nursing home beds in Albemarle County would provide more options for seniors and their families to consider as their health care needs change, and would improve the delivery of services to County residents; and

WHEREAS, a nursing home facility that is a for-profit enterprise would contribute to the local tax base that supports County services; and

WHEREAS, it is anticipated that a new nursing home facility would provide full-time and part-time job opportunities to Albemarle County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County does hereby endorse and support the issuance of a Certificate of Public Need for a nursing home facility in Albemarle County to meet the needs and interests of the County’s senior population and directs the County Executive to send a certified copy of this Resolution to the Commissioner.

AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made as of January 1, 2011 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and LEWIS & CLARK EXPLORATORY CENTER, INC., Tenant.

ARTICLE I. PREMISES AND IMPROVEMENTS

In consideration of the rents and covenants herein set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the premises described on Exhibit A attached hereto and made a part hereof together with any and all improvements thereon (the "Leased Premises"). The Leased Premises shall be occupied by the Lewis & Clark Exploratory Center, Inc.

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 January 1, 2011 (the "Date of Commencement") and shall expire June 30, 2012. 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 \$3,036.42, payable in equal monthly installments, in advance, on the first day of each month during the term hereof.

After the initial year of this Lease, the rent for any subsequent years 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 lower 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. 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 the Landlord as an 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 insureds.

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

ARTICLE XII CONDEMNATION

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

ARTICLE XIII DEFAULT OF TENANT

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

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

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

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

ARTICLE XIV HOLDING OVER, ASSIGNS, 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. If Tenant remains in possession *without* Landlord's consent after expiration of the term of this Lease Agreement or its termination, the Tenant shall pay to Landlord its damages, reasonable attorney's fees and court costs in any action for possession. Tenant shall pay to Landlord as liquidated damages a sum equal to 110% of the Base Rent then applicable for each month or portion thereof Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease.

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 is 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
Lewis & Clark Exploratory Center
Suite 231
401 McIntire Rd
Charlottesville, VA 22902
or at such other address as Landlord may 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.

TENANT
LEWIS & CLARK EXPLORATORY CENTER, INC.

By: _____
Christopher McLean, President

LANDLORD

This Lease is executed on behalf of the County of Albemarle by Thomas C. Foley, County Executive, following a duly-held public hearing, and pursuant to a Resolution of the Albemarle County Board of Supervisors.

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Thomas C. Foley, County Executive

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

All that certain portion of the Albemarle County Office Building, located at 401 McIntire Road, Charlottesville, Virginia, shown as the shaded "Leased Space" on the attached floor plan titled "2nd Floor Albemarle County Office Building, 401 McIntire Road, Charlottesville, Virginia," and being 168.69 square feet of office space, more or less.

Tax Map and Parcel Number 03200-00-00-005C3 (Boulders Road right-of-way)

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

DEED OF EASEMENT

THIS DEED OF EASEMENT, is made and entered into on this _____ day of _____, 2011, by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, Grantor, hereinafter referred to as the "County," and **CENTRAL TELEPHONE COMPANY OF VIRGINIA**, doing business as **CENTURYLINK**, whose address is 100 Century Link Drive, Monroe, Louisiana, 71203, Grantee, hereinafter referred to as "CenturyLink."

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the County does hereby GRANT and CONVEY with SPECIAL WARRANTY to CenturyLink, subject to the terms and conditions set forth herein, a permanent easement and right-of-way (hereinafter, the "Easement") to install, construct, operate, maintain, expand, replace and remove underground cables and related facilities or structures as are reasonably necessary for CenturyLink to exercise the rights granted to it herein, upon, over, through, under and along the real property of the County known as Boulders Road and identified in the tax records of the County as Tax Map and Parcel Number 00320-00-00-005C3, in Albemarle County, Virginia, and more particularly described as follows:

A permanent easement in the public right-of-way known as Boulders Road in Albemarle County, Virginia, as shown on the plat of Commonwealth Land Surveying, LLC., dated February 8, 2011, entitled "Plat Showing 10' Wide Century Link Easement" (hereinafter referred to as the "Plat").

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

This Easement shall be subject to the following:

1. Location of Improvements. CenturyLink may install, construct, operate, maintain, expand, replace and remove underground cables and related facilities or structures (hereinafter, the "Improvements") only within the Easement. The Improvements shall be underground.

2. Right to Enter; Ingress and Egress. CenturyLink shall have the right to enter upon the Easement for the purposes of installing, constructing, operating, maintaining, expanding, replacing and removing the Improvements within the Easement. CenturyLink shall have the right of ingress and egress thereto as reasonably necessary to install, construct, operate, maintain, expand, replace and remove the Improvements.

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

4. Vegetation and Obstructions. CenturyLink may cut any trees, brush and shrubbery, remove obstructions, and take other similar action reasonably necessary to provide for safe installation, construction, operation, maintenance, expansion, replacement and removal of the Improvements. CenturyLink shall not be responsible to the County or its successors and assigns, to replace or reimburse the cost of replacing or repairing any County-owned trees, brush, shrubbery or obstructions that are removed or otherwise damaged if such vegetation or obstructions prevent CenturyLink from installing, constructing, operating, maintaining, expanding, replacing or removing the Improvements.

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

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

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

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

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

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

2. In the event that the County or such other public entity becomes responsible for the maintenance of Boulders Road and the County or such other public entity requires, for its purposes, that CenturyLink alter, change, adjust, or relocate the Improvements, across or under Boulders Road, the cost to alter, change, adjust, or relocate the Improvements shall be the sole responsibility of CenturyLink. Neither the County nor such other public entity shall be responsible or liable to CenturyLink or its successors or assigns for any costs associated with altering, changing, adjusting or relocating the then-existing Improvements as may be required herein. In addition, neither the County nor such other public entity shall be obligated to compensate or reimburse CenturyLink or its successors or assigns for any increased or decreased cost or value associated with either the Improvements resulting from such alteration, change, adjustment or relocation. The requirements of this paragraph 6(c)(2) shall not apply if VDOT, such other public entity, or the County is either required by law to pay for such costs or is authorized and elects to pay for such costs.

The County, acting by and through its County Executive, duly authorized by action of the Albemarle County Board of Supervisors on March 2, 2011, does hereby convey the interest in real estate made by this deed.

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

WITNESS the following signatures.

GRANTOR:

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Thomas C. Foley, County Executive

GRANTEE:

**CENTRAL TELEPHONE COMPANY OF VIRGINIA, doing
business as CENTURYLINK**

By: _____
Name: _____
Title: _____

Redistricting Guidelines

Purpose: These redistricting guidelines will guide staff and inform the public of the applicable criteria to be considered for redistricting as staff prepares to develop the 2011 redistricting ordinance, which will amend Article I, Elections, of Chapter 2, Administration, of the County Code.

Introduction: These guidelines are divided into three sections – those that pertain to establishing the boundaries for the County’s magisterial districts, those that pertain to the criteria for precincts and those that pertain to the criteria for polling places. Some of these guidelines are requirements of State or Federal law. Other guidelines are based on local considerations (e.g., maintain six magisterial districts) applied by the Board in prior redistricting years.

Magisterial District Guidelines

Federal Law

1. Establish population equality among the magisterial districts as nearly as practicable, with a goal of having a deviation in population not to exceed +/-5%, in order to assure representation in proportion to the population of the district. (*White v. Regester*, 412 U.S. 755 (1973) (allowing some minor variation from population equality; also, United States Constitution, Article I, § 2, Virginia Constitution, Article VII, § 5 and Virginia Code §§ 24.2-304.1(B))
2. Assure that any change in a magisterial district boundary does not have the effect of denying or abridging the right to vote on account of race, color or status as a member of a language minority group. (Section 2 of the Voting Rights Act of 1965)
3. Assure that no protected class identified in Guideline 12 loses voting strength under the new redistricting plan. (Section 5 of the Voting Rights Act of 1965)

State Law and State-Level Redistricting Criteria

4. Maintain geographical compactness in each magisterial district. (Virginia Code § 24.2-304.1(B); Virginia Code § 24.2-305(A); also, Virginia Constitution, Article VII, § 5)
5. Maintain geographical contiguity in each magisterial district. (Virginia Code § 24.2-304.1(B); Virginia Code § 24.2-305(A); also, Virginia Constitution, Article VII, § 5)
6. Assure magisterial districts have clearly observable boundaries, which include: (i) any named road or street; (ii) road or highway which is part of the federal, state primary or state secondary road system; (iii) any river, stream or drainage feature shown as a polygon boundary on the TIGER/line files of the Census Bureau; or (iv) any other natural or constructed or erected permanent physical feature which is shown on an official map issued by VDOT, on a USGS topographical map, or as a polygon boundary on the TIGER/line files of the Census Bureau. (Virginia Code § 24.2-305(A) and (B))
7. Use only 2010 census data for the County. (Virginia Code § 24.2-304.1(C))
8. Factors to consider include, but are not limited to, economic, social and cultural factors, geographical features, and service delivery areas. (Based on Virginia Senate and House 2001 Redistricting Criteria)
9. If there is a conflict between Guidelines 1, 2, 3, 4, 5 or 6 and Guidelines 8, 10, 11, 12, 13, 14, 15 or 16, priority shall be given to Guidelines 1, 2, 3, 4, 5 or 6 because they are based on Federal and State law requirements. (Based on Virginia Senate and House 2001 Redistricting Criteria) If there is

a conflict within Guidelines 1 through 6, priority shall be given to population equality, compliance with the United States and Virginia Constitutions, and compliance with the Voting Rights Act.

County Considerations

10. Maintain six magisterial districts.
11. Have each magisterial district contain both urban and rural areas of the County.
12. Minimize changes to existing magisterial district boundaries.
13. Preserve communities of interest, including neighborhoods, within the same magisterial district.
14. Avoid the pairing of incumbent members of the Board of Supervisors or the School Board in the same magisterial district.
15. Avoid splitting census blocks to assure the accuracy of the census data.
16. Preserve the historic core of existing magisterial districts.

Precinct Guidelines

State Guidelines and State-Level Redistricting Criteria

1. In no event shall a precinct have fewer than 100 registered voters nor more than 5,000 registered voters. (Virginia Code § 24.2-307)
2. Each precinct shall be wholly contained within a magisterial district. (Virginia Code § 24.2-307)
3. Maintain geographical compactness in each precinct. (Virginia Code § 24.2-305(A))
4. Maintain geographical contiguity in each precinct. (Virginia Code § 24.2-305(A))
5. Assure precincts have clearly observable boundaries, which include: (i) any named road or street; (ii) road or highway which is part of the federal, state primary or state secondary road system; (iii) any river, stream or drainage feature shown as a polygon boundary on the TIGER/line files of the Census Bureau; or (iv) any other natural or constructed or erected permanent physical feature which is shown on an official map issued by VDOT, on a USGS topographical map, or as a polygon boundary on the TIGER/line files of the Census Bureau. (Virginia Code § 24.2-305(A) and (B))
6. If there is a conflict between Guidelines 1, 2, 3, 4 or 5 and Guidelines 7 or 8, priority shall be given to Guidelines 1, 2, 3, 4 or 5 because they are based on State law requirements. (Based on Virginia Senate and House 2001 Redistricting Criteria)

County Considerations

7. The target size of a precinct shall be not more than 2,500 registered voters
8. Avoid splitting precincts with Virginia Senate and House of Delegates district lines and United States House of Representatives district lines.

Polling Place Guidelines

State Guidelines and State-Level Redistricting Criteria

1. Each precinct shall have one polling place. (Virginia Code § 24.2-307)
2. If a polling place cannot be located within the precinct, it shall be located within one mile (as measured in a straight line) from the precinct boundary. (Virginia Code § 24.2-310(A))

3. Each polling place should be located in a public building whenever practicable. (Virginia Code § 24.2-310(B))
4. No polling place shall be located in a building which serves primarily as the headquarters, office, or assembly building for any private organization, other than an organization of a civic, educational, religious, charitable, historical, patriotic, cultural or similar nature unless the State Board of Elections has approved the use of the building because no other building meeting the accessibility requirements set forth in Guideline 5 is available. (Virginia Code § 24.2-310.1)
5. Each polling place shall be accessible to qualified voters as required by the provisions of the Virginians with Disabilities Act (Virginia Code § 51.5-1 *et seq.*), the Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. § 1973ee *et seq.*), and the Americans with Disabilities Act relating to public services (42 U.S.C. § 12131 *et seq.*). (Virginia Code § 24.2-310(C))
6. If there is a conflict between Guidelines 2, 3, 4 or 5 and Guidelines 7, 8 or 9, priority shall be given to Guidelines 2, 3, 4 or 5 because they are based on State law requirements. (Based on Virginia Senate and House 2001 Redistricting Criteria)

County Considerations

7. Each polling place should be centrally located within the precinct so that the maximum travel time for a voter does not exceed 20 minutes.
8. Existing polling places should be maintained, provided that they satisfy Guidelines 2, 3, 4 and 5.
9. Polling places should be located where public transportation is available, where appropriate.

**RESOLUTION SUPPORTING THE IMPLEMENTATION
OF THE COMMUNITY WATER SUPPLY PLAN**

WHEREAS, in June 2006 the Albemarle County Board of Supervisors, Charlottesville City Council, the Rivanna Water and Sewer Authority (RWSA) and the Albemarle County Service Authority approved a local Water Supply Plan; and

WHEREAS, in 2008 the RWSA received the State and Federal permits necessary to implement the Water Supply Plan; and

WHEREAS, the approved Water Supply Plan will ensure an adequate supply of potable water for the Charlottesville-Albemarle community for the next 50 years; and

WHEREAS, Albemarle County continues to support the approved Water Supply Plan for the long term water supply needs of the community; and

WHEREAS, the Board of Supervisors wishes to reaffirm its support for full implementation of the Water Supply Plan; and

WHEREAS, the Board of Supervisors has preferred and continues to prefer that the new earthen dam be constructed in one phase to accommodate an increase in pool height of 42 feet, but acknowledges and recognizes that both the City and County need to agree upon the phasing issue in order to cooperatively and expeditiously move forward with the project; and

WHEREAS, time is of the essence to take advantage of the current cost savings in the construction market and to meet the Commonwealth of Virginia dam safety requirements.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors expresses its appreciation to the Charlottesville City Council for its support for construction of a new earthen dam at an initial pool height of 30 feet as a component of the Water Supply Plan; and

BE IT FURTHER RESOLVED that, in consideration for the preference of City Council to limit the initial height of the new earthen dam to the height necessary for an initial pool height of 30 feet and in the spirit of cooperation, the Board will support this phased approach to the construction of the new earthen dam, with the dam structure in the first phase at the height that supports raising the existing Ragged Mountain Reservoir normal pool elevation by 30 feet (Phase 1); and

BE IT FURTHER RESOLVED that the Board supports specific and objective conditions to assure that when the urban system water demand approaches a predefined threshold, that the RWSA shall have the right to automatically proceed to increase the normal pool height at the Ragged Mountain Reservoir up to a total pool height of 42 feet at the direction of the RWSA Board without the need to acquire any additional property rights necessary for the implementation of this future phase; and

BE IT FURTHER RESOLVED that this Resolution is contingent upon all parties moving expeditiously to address all remaining issues necessary to begin construction of the new earthen dam to meet the Commonwealth of Virginia dam safety requirements and to ensure the project takes full advantage of the current bidding climate and low financing rates.

VIRGINIA FESTIVAL OF THE BOOK

WHEREAS, *Albemarle County is committed to promoting reading, writing, and storytelling within and outside its borders; and*

WHEREAS, *our devotion to literacy and our support of literature has attracted over 1,000 writers and tens of thousands of readers to our VIRGINIA FESTIVAL OF THE BOOK; and*

WHEREAS, *the VIRGINIA FESTIVAL OF THE BOOK celebrates the power of books and publishing; and*

WHEREAS, *businesses, cultural and civic organizations, and individuals have contributed to the ongoing success of the VIRGINIA FESTIVAL OF THE BOOK; and*

WHEREAS, *the citizens of the County of Albemarle and Virginia, and the world, have made the VIRGINIA FESTIVAL OF THE BOOK the best book festival in the country;*

NOW, THEREFORE, *I, Ann Mallek, Chair, on behalf of the Albemarle Board of County Supervisors, do hereby proclaim Wednesday, March 16, 2011 through Sunday, March 20, 2011 as the Sixteen Annual*

VIRGINIA FESTIVAL OF THE BOOK

and encourage community members to participate fully in the wide range of available events and activities.