

An adjourned meeting of the Board of Supervisors of Albemarle County, Virginia, began at 3:00 p.m. and the regular night meeting began at 6:00 p.m. on April 12, 2006, in the County Office Building on McIntire Road, Charlottesville, Virginia.

PRESENT: Mr. Ken C. Boyd, Mr. Lindsay G. Dorrier, Jr., Mr. Dennis S. Rooker, Mr. David Slutzky, Ms. Sally H. Thomas and Mr. David C. Wyant.

ABSENT: None.

OFFICERS PRESENT: County Executive, Robert W. Tucker, Jr., County Attorney, Larry W. Davis, Clerk, Ella W. Carey, and Director of Planning, V. Wayne Cilimberg.

Agenda Item No. 1. The meeting was called to order at 3:07 p.m. in Room 235 by the Chairman, Mr. Rooker.

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Agenda Item No. 2a. Work Session: FY 2007-2010 Strategic Plan – Affordable Housing - Session No. 4.

Ms. Lori Allshouse, Strategic Plan Manager, said staff will present today information regarding the affordable housing initiative, including how it would be reflected in the Strategic Plan. She said several Board members have rated this as an important County issue. She said housing is defined as affordable if a household pays 30 percent or less of its gross household income in housing costs. Also, people at 80 percent of median income (\$66,700) that can afford to pay 30 percent or less of their income toward housing qualify for affordable housing.

Ms. Thomas asked if students were considered as part of the equation. Ms. Allshouse replied that it does include students in localities that have large universities with housing.

Mr. Wyant asked if people are helped more by that number being low or high.

Mr. Rooker responded that it is more helpful if the number is low. The lower it is, the lower the sale price would ultimately be on what is defined as an affordable house. To the extent that they're bringing down the median income, they're bringing down what is defined as an affordable housing unit in price.

Mr. Slutzky asked if the census around the university could be filtered out. Ms. Allshouse replied that the census can do that for some subsets, and for some they cannot.

Mr. Ron White, Housing Director, said this median income data has to be at least a year old, adding that he doesn't know if it is derived from the Virginia Employment Commission or other sources – and it's for the entire MSA, not just Albemarle County.

Ms. Allshouse commented that there are a lot of definitions of median income – there are census definitions, there are also applied area median and per capita income definitions.

Ms. Thomas pointed out that there are not that many students that own their homes, so that would not impact that data – but would impact the rental data.

Mr. Boyd said there is a place on census questionnaires to check for "students," so the data can be separated by occupations.

Ms. Thomas said there is also a "family" or "household" checkbox, which would eliminate students. Ms. Allshouse said there is also a category for "married," which would help discount students as well.

Mr. Wyant asked for clarification on who qualified for affordable housing. Mr. White said it is anyone who makes 80 percent of \$66,700, which is actually \$53,300, and 30 percent of that is \$16,000. He asked if affordable applies to anybody who pays less than \$16,000 in housing a year. Is that what is called affordable? If someone pays more than that, is the County addressing those people even though they have an income above that figure?

Mr. White responded that one-fifth of the population is paying more than 30 percent for their housing cost. He does not know what their income may be. It could be above the \$53,300. He added that the County has defined affordable housing for those who are below that figure.

Mr. Rooker said the County defines who qualifies to participate in the programs on an income basis, and also defines what an affordable unit is.

Ms. Allshouse added that it is based on a 30-year mortgage and current interest rates. She said that 1999 data, which was used for the most recent census, showed 19 percent of homeowners paid more than 30 percent of their income toward housing. She also reported that 42 percent of renters in James City County paid more than 30 percent of their income toward housing, with 38 percent of renters in Albemarle County paying more than 30 percent. She noted that the current demand is for larger homes.

Mr. Rooker said the cost per square foot today is less than it was in the 1970's, and interest rates are lower. Ms. Allshouse said that using Charlottesville Area Realtors data shows that 1,870 houses sold

in 2005, and the median home price was \$285,000. She noted that the average days on the market for Charlottesville area homes was 49 days, and price per square foot was \$166 – not considering land and amenities.

Ms. Allshouse said the Board approved an amendment that spawned the Affordable Housing Policy in 2004. She said that policy focuses on those who live and work in the county assisting with rental and home ownership. She noted that the County works with a lot of partners for affordable housing, including state and Federal housing authorities. She explained that the County contributes nearly \$1.0 million annually toward affordable housing –\$250,000 in the revolving loan fund for down payment assistance; \$430,000 for housing repairs and rehabilitation through AHIP; \$90,000 for housing counseling and lending activities through Piedmont Housing Alliance; and, \$200,000 supports the Housing Office itself.

Ms. Thomas said that is just local funding, and does not include leveraged funding and the Whitewood Village or Woods Edge projects. Mr. White said the Homebuyers' Club is in addition to an education program offered by the PHA, which provides something that is not as extensive.

Mr. Boyd asked for a figure of total dollars going into affordable housing, including the non-profit sector and private sector. Mr. White replied that his report for May will include all of that information.

Mr. Boyd said he would also like to know how much of that the County is providing. Mr. White said the county is providing a fairly small percentage, with a lot being leveraged from other sources.

Ms. Allshouse reported that there are now 500 units proffered at a value of \$750,000. Mr. White added that there would be nine additional units coming online within the next nine to 12 months. This particular site plan is the only one he is aware of that has been approved. He mentioned that there is enabling legislation for Virginia that says cash proffers are accepted at the time of building permit issuance unless otherwise specified in the proffer agreement.

Ms. Allshouse noted that land values and house sizes continue to increase, but finding rentals for low-income families remains a challenge.

Mr. White said if the County provides down payment assistance, they get their money back at the time of sale of the property, plus interest, and that money can be used to help someone else buy that unit or buy another one. He said Fairfax has an agreement with the seller of the unit, and the seller puts deed restrictions on their unit for resale to keep it affordable. That deed restriction on the property is for 15 years. The equity the seller would recoup is limited. The Fairfax Redevelopment and Housing Authority would get equity in the form of cash.

Mr. Boyd said that just makes people more and more dependent on government to supplement their needs.

Mr. Slutzky said it could perpetuate the availability of some portion of the marketplace where there's actually affordable units.

Mr. Rooker said people are encouraged to get into the housing market, prices increase over 10 years, and if they sell the unit and the sale is severely restricted, they've lost the advantage.

Ms. Allshouse agreed that that is a complicated issue. She noted that County-owned property is also an option. There are some jurisdictions that are providing housing for employees such as teachers. There is an option to have some people who do not qualify in the 80 percent category to benefit by being able to purchase one of the proffered units with no down payment assistance or local assistance from the government just to allow "the door to be opened for them."

Mr. Rooker said there seems to be consensus on the Board that they want to focus on that part of the housing program.

Ms. Thomas emphasized that the Board should focus on where the need is, whether it uses the 80 percent of median income figure or not.

Mr. Rooker said he thought the County's affordable housing policy was to include a goal to increase workforce housing in the community, in addition to other measures.

Mr. White said if the Board looks at the balance of units proposed for the development, they are well out of the reach of the affordable housing range. He said the Housing Committee would like to see at least 10 percent of the units be in the affordable category, where each two workforce housing units would equal one affordable unit. He said modular/manufactured housing on a permanent foundation is an option.

Mr. Wyant responded that there are many people who just want to own a home.

Mr. Rooker clarified that more information is needed from Mr. White in order to determine where the demand factors are in the community. He does not think the Board wants to have 500 homes released in the community and not have people that can take advantage of them. Mr. White commented that the County has been providing about \$15,000 toward down payment assistance, which only counts for half of a full down payment.

Ms. Allshouse said that each strategy will eventually have some specific target and outcome data.

Mr. Rooker mentioned that there should also be some sub-categories that relate to things such as housing rehabilitations, which are not going to be reflected in affordable housing purchases. He thanked Ms. Allshouse for her report.

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Agenda Item No. 2b. Work Session: Rural Areas Implementation, Phasing, Clustering and Family Division.

Mr. David Benish, Chief of Community Development, said both phasing and clustering are anticipated to require additional staff resources for review of applications and monitoring of phasing. Clustering is anticipated to require significant environmental expertise to assist in the determination of the appropriate location of clusters, which translates into additional training and more staff time spent on each application. The extent of these additional resource requirements would be established once the ordinance language is finalized. For the County's review of subdivisions, either additional fees or general fund revenues will be needed to fund the additional resources required for the subdivision reviews. If this is funded by additional fees, that should be combined with the other cost increases for applicants. He said the Planning Commission has recommended that the Board accept the framework for ordinance development and the public input process as described in the Executive Summary for this meeting. Staff is prepared to implement the process if the Board finds this ordinance framework acceptable.

Mr. Boyd commented that this implies the Board directed staff to move forward with this, and he has problems with the concept. Mr. Benish replied that staff presented in September, 2005 the concept, and the Board directed staff to bring back more information.

Mr. Boyd noted that this implies that phasing and clustering would be done together.

Ms. Joan McDowell, Planner, responded that she tried to reflect that the Board wanted to consider phasing first, then clustering.

Mr. Slutzky said in the time he has been on the Board, there has been discussion of convening a task force to look at the growth area process.

Mr. Rooker said the only way to really look at phasing and clustering is to consider how they would work together.

Ms. Thomas responded that staff said that would be the most efficient way to look at them.

Mr. Benish emphasized that this is not a draft ordinance, just a framework to work within. He said that development impacts in the rural areas are generated in part by the inventory of development potential in the rural areas – 52,000 future development rights; building permit activity has been ranging from 250 units to 340 units per year. He said the number of new dwelling units has consistently exceeded the number of lots created in the rural area and that indicates an issue with the existing inventory in the rural areas. He said that early in the Comprehensive Plan implementation process, staff approached the Planning Commission and Board of Supervisors to determine whether there was any interest in pursuing changes in the density within the rural areas. He said there was not a desire to change density at that time so clustering and phasing are the key tools for staff to use in addressing development in the rural areas. He mentioned that in September, 2005 the Board looked at a concept for phasing and clustering and how to implement it, and the Board recommended that concept for Commission review.

Mr. Benish indicated that a major point of the phasing plan is to prohibit a property owner from developing more than two lots every ten years. While the phasing concept would slow down the rate of subdivision activity, it might not have an affect on building permit activity in the foreseeable future because of the existing inventory of lots in the rural areas, with 10,000 lots already platted. He added that the phasing only addresses future subdivisions. Family subdivisions would be exempt from the phasing provisions.

Mr. Rooker asked if staff is aware of any locality that has utilized phasing that has controlled the release of lots from existing subdivisions. Mr. Benish replied that any future subdivision would be controlled through approval of final plats so lots that were approved in the past and were never sold would still be allowed to be built on.

Mr. Slutzky said there is still plenty of opportunity for development in the rural area. Mr. Benish replied that division rights could be limited on a 10-acre parcel for example, depending on how the ordinance is crafted.

Mr. Mark Graham, Director of Community Development, said that last year the County approved 290 subdivisions with 250 of those being in the rural area. Building permits for 250 houses were issued in the rural area.

Ms. Thomas said that is why the County has been working on making the development areas attractive, in order to discourage that rural growth. It is a part of a strategy. She added that the other part is slowing down development in the rural areas.

Mr. Benish said that the highlight of the clustering ordinance is that it is intended to be mandated for all subdivisions in the rural area – there will be some exceptions, such as family subdivisions. He

added that properties subject to conservation easements would also be excluded. The concept for clustering is that it is resource-protection oriented, with the prime consideration being to orient the development away from the most important resources. To implement that, there would need to be some concept as to where the preservation portion would be and where the development portion would be, which would require a pre-application process and some initial platting of a resource protection area.

Mr. Benish said the Commission's concept is that the preservation tract contain as many of these resource as possible. They would be oriented against adjacent resources or conservation areas in order to maintain or limit fragmentation and enlarge the interconnected system as best as possible. There is an intent that the ordinance have a maximum lot size as opposed to a minimum lot size – that maximum would be around two acres, with exceptions made for utilities. There also was a discussion as to whether there would be an exemption for a large tract.

Mr. Davis noted that because of changes in enabling authority, the County is restricted on how an ordinance can be put together – it has to be a ministerial ordinance and can't be something that's subject to either Commission or Board review when approving a clustered subdivision.

Mr. Benish added that it will take staff some time to work out all the details of an ordinance, and it will change the way that staff handles ordinances.

Mr. Davis noted that currently there is a grandfathered clustering ordinance, but it allows no more than 20 lots. In the past, there could be larger than a 20-lot rural preservation development with a special use permit, but the County was prohibited by the General Assembly from continuing that. He added that if it is amended to more than 20, the Commission cannot approve these developments anymore.

Mr. Rooker commented that the reason a lot of requests for Rural Preservation Developments have not come forward is because they are more difficult to get approved.

Mr. Benish said the larger RPDs received a lot of scrutiny, but with the smaller RPDs it is a by-right process that is not that difficult to get approved. He said a fair amount of investment would need to be made with phasing and clustering and that could increase development costs.

Mr. Scott Clark, Planner, said the first step in the process is determining where the preservation tract should be located. He illustrated on a map of a planned rural development where buffers would be located, and where protected areas would be in relation to development lots.

Mr. Boyd asked if the preservation areas would be spelled out in some way. Mr. Benish replied that they would have to be spelled out to make the administrative review process work smoothly at the by-right level.

Mr. Wyant said it needs to be made uncomplicated.

Mr. Greg Kamptner, Assistant County Attorney, commented that the Rural Preservation Development easements are the simplest easements to hold.

Mr. Rooker added that this is much different than going to the Nature Conservancy or the Piedmont Environmental Council to get them to hold a conservation easement in order to get tax benefits. Mr. Benish said the easements do have some restrictions as far as buffer preservation and water quality monitoring.

Ms. Thomas mentioned that there is a cost for this monitoring.

Mr. Rooker said it would be up the County as to how complicated the system would be, since the Rural Preservation Development easements are held by Albemarle, and the guidelines become part of the County's ordinance.

Mr. Clark illustrated on the map where other things would be located – the development lots, well areas, roads, etc.

Mr. Rooker asked if the County could require anyone who files to subdivide their property that the development be clustered, and not by separate tax map parcels. Mr. Kamptner replied that there are certain states that have a merger rule for purposes of zoning – contiguous parcels under the same ownership.

Ms. Thomas said there might be some incentives provided for larger tracts.

Ms. McDowell replied that the County would have less infrastructure costs, so could still use requisite development rights for each parcel, adding that a disincentive to doing this is that there are fewer parcels from the beginning because there are not three separate preservation parcels. That might be something to think about. She added that a few Commission members suggested adding a lot.

Mr. Rooker asked why the number of preservation parcels allowed could not just count as a lot, even though everything is merged. He emphasized that the point is to take a large piece of land and decide where it make sense to have the development located, not give incentives so it could be divided into three or four pieces or to have several separate little subdivisions. He thinks the Board needs to make sure it's treating people fairly and giving incentives in the right places.

Ms. Thomas said there is also value to land if it is forested. The County's standards will have to lay that out.

Mr. Rooker emphasized the need to lay out parameters for protection and design.

Mr. Wyant noted that forestland would have value if timbered, but if not it would have more value as pasture.

Mr. Boyd agreed that the Board needs to modify this proposal before it goes back to the Commission.

Mr. Tucker asked what the Board would like to focus on for another work session.

Mr. Slutzky said that Family Divisions should be discussed.

Mr. Wyant said he would like "hardship" criteria to be discussed.

Mr. Rooker emphasized that clustering does not take away any development rights, and it does reduce the amount of infrastructure required for someone to create that lot. He does not see the hardship.

Mr. Wyant replied that the hardship is when someone is unable to do something when circumstances change in the family.

Ms. Thomas pointed out that Family Divisions are a different thing.

Mr. Dorrier said this proposal talks about two lots in 10 years.

Mr. Boyd asked where that number came from. Mr. Benish said the number two was put in place as a projection to create a tangible, but not an extreme change.

Mr. Rooker added that these requests would go through the Commission and then the Board, and the Board has the ability to change that figure.

Mr. Boyd said there was a recommendation about the number of lots and how that would work. The exception for Family Divisions has not been discussed by this Board. He thinks the Board needs more than just an hour of discussion before this goes back to planning staff.

Mr. Rooker said he just wants to make sure the public process is not short-circuited.

Ms. Thomas stated that a happy medium would be sending it back to staff with the Board's areas of concern noted.

Mr. Rooker said the only principle in the phasing plan that he has heard concerns about is the first of the four presented (Two new lots in ten-year increments is the recommended rate of subdivision; more lots and/or a shorter time period would not effectively slow subdivision activity). He said the only thing the Board is asking at this point is for elaboration and explanation as to why the recommendation is for two and 10."

Mr. Rooker noted that the phasing plan has a recommendation for exception for Family Divisions (As family divisions have been recommended for exemption from both phasing and clustering ordinances, the Commission believed these exemptions could lead to future abuses. Therefore, the majority of the Commission recommended that the ownership of family divisions be extended from the current requirement of ownership of two years after the family division takes place to five years before subdivision and five years after the subdivision.).

Mr. Dorrier asked how this fits into the County policy about central wells.

Mr. Rooker replied that County policy does not prohibit them, but does not favor them. He added that the County has had to help homeowners who have turned to local government to step in when those wells fail.

Ms. Thomas mentioned that she is strongly opposed to central well and sewer systems because she has seen so many of them fail; they require very careful maintenance.

Mr. Dorrier added that this has a lot to do with the soil quality in Albemarle County.

Ms. Thomas said if you can't find water and soil that perks, you don't have a "real" development right.

Mr. Wyant commented that the critical slope issue on a residential lot should be clarified so people know they don't lose their development right because of where the preservation areas are put.

Mr. Slutzky responded that if the critical slopes are fixed, the development right area wouldn't be shrunk because of the slope in that area, but the boundary could be moved so as not to lose development rights.

Mr. Rooker said the goal is to protect the rural areas, and the County is trying to do that without taking away property rights. The Board is not trying to facilitate easier development in the rural areas.

In response to Board questions about Family Divisions, Mr. Benish explained that what is proposed changes the way family divisions are interpreted in the ordinance – you have to hold the land for two years, and staff is recommending holding it for five years before the land could be divided. He reviewed the other items the Board brought up in this meeting for further staff evaluation and Board discussion.

Mr. Boyd said that he would like to see how staff envisions road costs and infrastructure will be covered with just two lots.

Mr. Rooker said he would like to see a comparison of infrastructure costs of a by-right development versus a planned development. He said there would need to be an investment in roads that would go through the whole area. There might be 10 times the road expense now with a cluster development where the lots are all right there.

Mr. Dorrier commented that he thinks this proposed ordinance takes away property rights. Mr. Rooker, Ms. Thomas and Mr. Slutzky emphasized that it does not take away property rights, just slows down the pace of development.

Mr. Tucker emphasized that subdivision approvals would still be handled ministerially.

Ms. Thomas said she wants to make it absolutely clear that the intent of the phasing and clustering plan is to protect the community – 97 percent of the citizens surveyed agreed with down zoning in the rural area. She does not want to leave this meeting having created “a land rush.”

Ms. McDowell noted that some of this would require research into things like road costs, which might take additional staff time.

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**(Not Docketed:** Matters from the Board not listed on the Agenda.

Mr. Tucker asked Board members for their input on what the Architectural Review Board (ARB) had asked them related to their review process of Albemarle Place and staff time needed to complete that review.

Mr. Paul Wright, a member of the ARB, said that even with the building plan for the project and phasing, there is still a backlog of things that have to be done. He is not asking for another staff person, as things should return to normal after this “large chunk” of work; this is about a \$1.0 billion project. He said the ARB took a large building off the back of the lot, but the applicant is still talking about a nine- to 12-story building.

Mr. Graham said he has talked to the developer and the developer’s engineer as to how it would be worked out on planning staff’s end. He said it is not an easy workload to deal with. It is a surge. Private businesses deal with this all the time too.

Mr. Wright added that the reason the timeframe on this is short is because large retailers meet every year to sign contracts for the next year.

Mr. Rooker stated that staff has responded and said that they can handle the workload.

Mr. Wright said that today is the first he has heard about additional staff.

Mr. Graham clarified that a schedule has already been put in place for the phasing of the project.

Ms. Thomas asked if there was still consideration of taking someone away from rural areas staff to help the ARB. Mr. Benish replied that staff has interviewed a consultant who is willing to work for a good price on the project.

Mr. Graham noted that the Planning Commission and ARB are looking at their roles in relation to legislative acts – rezonings and special use permits, and whether they need to be doing more at that stage, as was discussed in the budget work sessions.

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Mr. Tucker asked about the Board’s feeling about not including the Ruckersville Parkway in the Places29 master planning process as had been mentioned at the meeting on April 5. Mr. Benish said the reason he brought this up last week was because of concerns that master planning projects need to relate to the overall transportation plan.

Ms. Thomas indicated that the County is indicating to VDOT that they can do both aspects of that planning and if the Board just takes a political vote to pull out the Ruckersville Parkway, VDOT will think the County can’t do the planning. She added that Mr. Graham has come up with a proposal that VDOT might like.

Mr. Graham said the Regional Transportation Plan – which is run through the MPO – would still include the Ruckersville Parkway for modeling, but it would not be used in the County's land use modeling plan as an alternative. He added that this is similar to what was discussed with the Eastern Connector.

Mr. Rooker mentioned that most of the future traffic improvements are in the modeling for the 20-year road plan that goes through a process. The Ruckersville Parkway did not go through that process. That is a significant difference.

Mr. Slutzky said there is some strategic benefit to having it in the transportation study modeling exercise.

Mr. Boyd said the Ruckersville Parkway idea was brought forth by a couple of citizens, and it never went through the MPO, CHART, etc.

Ms. Thomas suggested she discuss at the MPO with VDOT the implications of the Board taking this action.

Mr. Rooker said he would not include a Ruckersville Parkway with the land use alternatives. He thinks having it in there is a waste of time because there would never be the money to fund it. He is also skeptical of putting things in the plan that might be relied on from a transportation standpoint but knowing there was no hope of it being built.

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Agenda Item No. 3. Recess. At 5:45 p.m., the Board recessed.

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Agenda Item No. 4. Call to Order. The meeting was called back to order at 6:05 p.m. in Room 241. (**Note:** At this time, Deputy County Attorney Greg Kamptner was present in place of County Attorney Larry Davis.)

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Agenda Item No. 5. Pledge of Allegiance.  
Agenda Item No. 6. Moment of Silence.

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Agenda Item No. 7. From the Public: Matters Not Listed on the Agenda.

Mr. William West of Commonwealth Circle addressed the Board to report on late-night disturbances on Premiere Circle. He said there have been two dozen documented major events in the last six months, including incidences of active gunfire. He attended the Planning Commission meeting last night with the intent to defeat any additional variances until there is a formal barrier between commercial and residential property established there. He is requesting that the Board not approve any special use permits, etc., until the Commission comes up with a plan for barriers, which were supposed to have been there since 1980, between commercial and residential activities.

Mr. Lance Fjeseth, also a resident of Commonwealth Circle, addressed the Board. He said he has had 42 documented incidents when he had to call 911 due to problems, and two weeks ago there were five shots fired on Saturday night at about 2:15 a.m.; this past Saturday, there were about 20 rounds fired. He noted that Chief Miller told him they do not have the resources available on Route 29, as there are problems with Wolfie's, Waffle House, IHop, as well as Greenbrier Drive. He has been fighting this for three years, and the Board should not fund things like a new YMCA until there are sufficient public safety measures taken.

Mr. Rooker said the budget the Board is about to pass funds five additional police officers and a number of other public safety personnel to address in a larger scale what the speaker is talking about.

Mr. Slutzky commented that this area is in his district. He has met with Mr. Tucker and Police Department staff about this issue. The Police have been responsive and come up with a creative strategy for a "power shift" which will allow for an extra officer to be in that area to respond during that window of time. One of the challenges as the Neighborhood Model co-mingles commercial and residential uses, is that the County will have to consider commercial establishments that are open all night and become an attraction for problems. He suggested that the County impose limitations on hours on future businesses, but there is nothing that can be done about current users because they would be grandfathered. He added that the only way to manage land use is through zoning. Ways to address this problem may have to come from the State – such as additional empowerment for local government. He said it is possible for the Police Department to communicate with Waffle House corporate and local management to see if there is additional cooperation that might be obtained.

Mr. Tucker said staff will be checking on existing site plans to see if these businesses have met their buffer/barrier requirements. He mentioned that the Waffle House does have a wooden fence, but staff is checking to see if it is sufficient. He added that when people congregate in the parking lot, police should come and disperse them.

Mr. Rooker reminded the Board that Chief Miller had explained the situation with Wolfie's clientele. He said the special use permit at Wolfie's needs to be looked into to see if it's being followed. He questions whether the facility meets the square footage limitations for a dance hall.

Ms. Thomas said that at one point the restaurant stayed open later and served breakfast, which diffused the problem spreading out into the community.

Mr. Rooker said it imposes a significant hardship on the County to pay for the extra police time to cover situations generated by one or two businesses. The Board needs to look at not allowing that to continue in the community. He said County Police are putting in a huge amount of overtime to deal with the issue.

Mr. Slutzky commented that the County has to be responsive, but there are limits on what can be done as some of these are land use issues.

Mr. Rooker agreed, but added that he would like to have the land use issue looked at to determine whether or not they are violating the permit under which they are operating.

Mr. Tucker stated that in the interim, the County needs to look at what can be done immediately – such as the “power shift” approach and some type of overtime.

Mr. Rooker said he finds it unfortunate that one or two businesses can impose such a huge cost on the neighborhood and the community, adding that the County should also explore talking to the State ABC Board about possible violations.

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Agenda Item No. 8. Consent Agenda. Ms. Thomas **moved** for approval of the Items 8.2 and 8.3 on the Consent Agenda, and to accept Item 8.4 for information. Mr. Wyant **seconded** the motion, which passed by the following recorded vote:

AYES: Mr. Slutzky, Ms. Thomas, Mr. Wyant, Mr. Boyd, Mr. Dorrier and Mr. Rooker.  
NAYS: None.

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Item 8.1. Approval of Minutes: November 2, 2005. No minutes had been read. **This item will go to the next agenda for approval.**

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Item 8.2. Authorize Lease of County-Owned Office Space to the Charlottesville-Albemarle Commission on Children and Families (CCF).

It was noted in the Executive Summary that with the purchase and renovation of the County Office Building-Fifth Street, County government expanded its supply of available office space to meet future needs. However, at present, County government is not using all of the available office space at the County Office Building-Fifth Street. As a result, the County has looked to fill this current surplus of office space with other agencies that serve the public. Specifically, County staff has made arrangements for the Charlottesville-Albemarle Commission on Children and Families (CCF) and the local office of the Virginia Cooperative Extension to be located in the surplus space at the County Office Building-Fifth Street.

The Charlottesville-Albemarle Commission on Children and Families (CCF) is a 22-member planning and advisory body to the City of Charlottesville and County of Albemarle. Citizen, community agency, local government, education, and university leaders work to improve outcomes for local children and families. Until recently, CCF was housed in office space owned by the City of Charlottesville near City Hall. However, with the opening of the County Office Building on Fifth Street, CCF was eager to upgrade both the size and quality of its office space.

Staff prepared a proposed lease of 3,664 square feet of office space. The lease would have a term of five years, beginning with CCF's initial occupancy of the space on October 25, 2004. The lease may be renewed thereafter only by agreement of the parties. Rent would begin at \$5.00 per square foot during the first year, to meet CCF's current available funding, and would escalate annually, reaching the current market rate of \$16.00 per square foot in the fourth year. CCF is agreeable to all of the terms and conditions and has executed the lease subject to the Board's approval.

Staff recommends that the Board approve the rental of surplus space at the County Office Building-Fifth Street and authorize the County Executive to execute the lease on behalf of the County for this space.

**By the recorded vote set out above, the Board approved of the rental of space in the County Office Building on Fifth Street to the Charlottesville-Albemarle Commission on Children and Families, and authorized the County Executive to execute the lease which follows on behalf of the County:**

AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made as of August 20, 2007, by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the CHARLOTTESVILLE/ ALBEMARLE COMMISSION ON CHILDREN AND FAMILIES, Tenant.

ARTICLE I. PREMISES AND IMPROVEMENTS

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

ARTICLE II. TITLE: QUIET ENJOYMENT

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

ARTICLE III. TERM

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

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

ARTICLE IV. RENT

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

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

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

ARTICLE V. UTILITIES AND SERVICES

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

ARTICLE VI. USE OF PROPERTY

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

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

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

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

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

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

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

#### ARTICLE VIII. MAINTENANCE OF LEASED PREMISES

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

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

#### ARTICLE IX. INSURANCE

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

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

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

Section 9.4. Waiver of Subrogation. Landlord and Tenant each hereby releases the other from any and all liability or responsibility to itself or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the

extended coverage or supplementary contract casualties, even if such fire or other casualty results from the negligence of itself or anyone for whom it may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as any such release shall not adversely affect or impair the releasor's policies or insurance or prejudice the right of the releasor to recover thereunder.

ARTICLE X. WASTE, NUISANCE, COMPLIANCE WITH  
GOVERNMENTAL REGULATIONS

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

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

ARTICLE XI. FIRE OR OTHER CASUALTY

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

ARTICLE XII. CONDEMNATION

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

ARTICLE XIII. DEFAULT OF TENANT

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

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

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

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

ARTICLE XIV. HOLDING OVER, SIGNS, SUCCESSORS

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

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

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

#### ARTICLE XV. BROKER'S FEES

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

#### ARTICLE XVI. NO ASSIGNMENT

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

#### ARTICLE XVII. SUBORDINATION OF LEASE

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

#### ARTICLE XVIII. MISCELLANEOUS

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

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

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

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

- (b) if to Tenant, at  
Charlottesville/Albemarle Commission on Children and Families  
1600 Fifth Street  
Charlottesville, Virginia 22902  
or at such other address as Tenant shall designate by written notice.

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

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

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

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

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

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

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

**TENANT**  
**CHARLOTTESVILLE/ALBEMARLE COMMISSION ON CHILDREN AND FAMILIES**  
By: \_\_\_\_\_  
Print Name: Gretchen Ellis  
Title: Director

**LANDLORD**

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

**COUNTY OF ALBEMARLE, VIRGINIA**  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Item 8.3. Letter to legislators supporting gubernatorial amendments to HB 1290 and SB 270, re: changes in language definition of "idle" equipment.

**By the recorded vote set out above, the Board authorized the Chairman to address a letter to legislators supporting gubernatorial amendments to HB 1290 and SB 270, re: changes in language definition of "idle" equipment.**

Item 8.4. 2005 Annual Report of the Board of Zoning Appeals, **was received as information.**

Agenda Item No. 9. Recognition: Fair Housing Month Proclamation.

Mr. Rooker read the proclamation recognizing Fair Housing Month, which is honored nationally each April to commemorate the passing of the Fair Housing Act in 1968. Mr. Ron White accepted the recognition on behalf of the County.

**FAIR HOUSING MONTH**

- WHEREAS,** April 2006, marks the thirty-eighth anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and
- WHEREAS,** the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and
- WHEREAS,** vigorous local efforts to combat discrimination can be as effective, if not more so, than Federal efforts; and
- WHEREAS,** illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all;

**NOW, THEREFORE, BE IT RESOLVED,**

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

**APRIL, 2006**  
**as**  
**FAIR HOUSING MONTH**

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

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Agenda Item No. 10. **Public hearing** to receive comments on Albemarle County's Annual Plan for the administration of the Housing Choice Voucher Program. (Notice of this public hearing was published in the Daily Progress on March 27 and April 3, 2006.)

Mr. Ron White said the County's Housing Office must comply with requirements of the U.S. Department of Housing and Urban Development (HUD) regarding activities as a Public Housing Agency (PHA) including the development of a five-year PHA Plan and Annual Plans. Last year a five-year Plan and Annual Plan was submitted to and approved by HUD. In each year covered by the five-year Plan, a PHA is required to submit an Annual Plan to HUD for approval. Prior to submission, the Plan must be made available for a 45-day public review period and also be the subject of a public hearing.

Mr. White said the plan has been presented to Housing's Resident Advisory Board and to the Housing Committee for input. They have agreed to move forward with operating the program as it has been done over the past year. He said Housing's budget allows them to provide housing assistance to about 420 families; currently there are 400 units under lease. Some of their clients receiving vouchers have had trouble finding units because they often do not have the necessary income or credit history. In the past year they have terminated more people from receiving assistance than in the past because of violations in the program; violations such as unreported income, unauthorized people living in the home, lease violations, etc. He mentioned that the program does bring \$3.0 million into the County on an annual basis for rental assistance, with about \$300,000 used to offset the cost of staffing the Housing Office with the rest being used for down payment assistance.

In response to Mr. Wyant's question, Mr. White said the larger developments accepting Section 8 housing vouchers are Rio Hill, Mallside, Wilton Farms, 34 units at Scottsville School, and Park's Edge.

Ms. Thomas asked if there were educational programs offered to recipients so they don't make the mistakes Mr. White mentioned. Mr. White said clients get that information before vouchers are handed out, but extensive counseling is offered only on a one-on-one basis. He added that the Housing Directors' Council, along with the Planning District Commission, has agreed to establish a program to provide counseling to people on the waiting list to get them prepared to rent. They have taken some Federal Home money received through the Consortium and set it aside for the deposits necessary to get someone in a unit. Even when they offered counseling programs, few people attended.

At this time, the public hearing was opened. With no one from the public rising to speak, the hearing was closed, and the matter placed before the Board.

Ms. Thomas **moved** to authorize the County Executive to execute the Certificates of Compliance for submission of the Housing Choice Voucher Program Annual Plan as presented to the Board. Mr. Slutzky **seconded** the motion, which passed by the following recorded vote:

AYES: Mr. Slutzky, Ms. Thomas, Mr. Wyant, Mr. Boyd, Mr. Dorrier and Mr. Rooker.  
NAYS: None.

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Agenda Item No. 11. **Public Hearing:** SP-2005-032. Rosewood Village Assisted Living at Hollymead Town Center (Signs #8, 34). **Proposed:** Request for special use permit to allow for 70,000 sq ft assisted living facility on 1.25 acres. Zoning Category/General Usage: PD-MC Planned Development

Mixed Commercial-large-scale commercial uses; & residential by special use permit (15 units/acre); EC Entrance Corridor Overlay District. Section: 25A.2.2.1 which allows assisted living facilities by special use permit in PD-MC. Comprehensive Plan Land Use/Density: Town Center: designates compact, higher density area containing a mixture of businesses, services, public facilities, residential areas & public spaces, attracting activities of all kinds. Location: Tax Map 32, Parcel 41D. The property is located approx 1500 feet from US Rt 29 along Timberwood Boulevard in the Hollymead Towncenter. Magisterial District: Rio. (Notice of this public hearing was published in the Daily Progress on March 27 and April 3, 2006.)

Ms. Elaine Echols, Principal Planner, reported that the Special Use Permit is for a proposed assisted living facility at Hollymead Towncenter – a commercial and residential development approved in 2002. She pointed out on a map the areas that are not rezoned, the area slated for a Target store, the townhouse area, and the mixed commercial/residential area. She explained that the proposal for the assisted-living facility is for 68,000 square feet and 96 beds with a special care unit for Alzheimer's patients. She noted that another facility operated by these owners is located on Greenbrier Drive and has 66 beds. A concept plan showing the general layout is in the Board packets. She said the design of the proposal was not considered in the Planning Commission's detailed review. That is because it was done through the rezoning and special use permit, so all the design aspects are governed by that Code of Development.

With no questions for staff, Mr. Rooker asked the applicant to speak.

The applicant's representative addressed the Board, stating that they hope to offer the community the same level of care as they have from their Greenbrier Drive facility.

Public comment was invited. When none was offered, the hearing was closed and the matter placed before the Board.

Mr. Greg Kamptner, Assistant County Attorney, said the conditions recommended by the Planning Commission have been revised from what was in the original staff report – Condition #4 was revised from the staff's original recommendation but it was not a substantive change.

Mr. Slutzky **moved** for approval of SP-2005-032 with the conditions as presented. Mr. Boyd **seconded** the motion, which passed by the following recorded vote:

AYES: Mr. Slutzky, Ms. Thomas, Mr. Wyant, Mr. Boyd, Mr. Dorrier and Mr. Rooker.  
NAYS: None.

(**Note:** The conditions of approval are set out in full below.)

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

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Agenda Item No. 12. Adopt FY 2006-07 Capital and Operating Budgets.

Mr. Tucker said that on April 5, 2006, a public hearing was held on the Board of Supervisors' proposed FY 2006-07 Operating and Capital budgets which total \$298,803,334. This amount reflects the County Executive's recommended Budget plus changes made during the Board's work sessions. The resolution forwarded with the materials for this meeting formally approves the total proposed expenditures of \$298,803,334 for FY 2006-07. Also included was an attachment detailing the adjustments made to the County Executive's recommended Budget. If the Board has no additions or deletions, staff requests adoption of the FY 2006-07 Operating and Capital Budgets.

Mr. Dorrier offered **motion** to adopt the 2006-07 Capital and Operating Budgets for Albemarle County as set out in the following resolution. The motion was **seconded** by Mr. Wyant. Roll was called and the motion passed by the following recorded vote:

AYES: Mr. Slutzky, Ms. Thomas, Mr. Wyant, Mr. Boyd, Mr. Dorrier and Mr. Rooker.  
NAYS: None.

#### **BUDGET RESOLUTION**

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

	<b><u>FY 2006-07 ADOPTED</u></b>
Administration	\$10,159,767
Judicial	3,528,917

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

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Agenda Item No. 13. Adopt Calendar Year 2006 Tax Levy Resolution.

Mr. Tucker said that on April 5, 2006, a public hearing was held on the Board of Supervisors' proposed budget for FY 2006-07, along with a public hearing on the 2006 calendar year tax rates. A resolution to set the 2006 calendar year tax rates must be approved at the April 12, 2006, meeting in order that printing and mailing of the June tax bills can occur in a timely manner. The proposed rates are \$0.74/\$100 assessed valuation for real property, public service, and manufactured homes, and at \$4.28/\$100 assessed value for personal property, including machinery and tools.

Ms. Thomas **moved** for approval of the tax rates by adopting the following resolution. Mr. Wyant **seconded** the motion, which passed by the following recorded vote:

AYES: Mr. Slutzky, Ms. Thomas, Mr. Wyant, Mr. Boyd, Mr. Dorrier and Mr. Rooker.

NAYS: None.

**RESOLUTION**

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

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

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Agenda Item No. 14. From the Board: Committee Reports and Matters Not Listed on the Agenda.

Mr. Wyant announced that the Farm Bureau's picnic is scheduled for next Friday, April 21, and the invitation is open to Board members and spouses.

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Ms. Thomas mentioned an invitation to the Virginia Transit Association meeting to be held on May 10-12, 2006. She used to serve as President of this organization which now combines land use and policy-making. The group provides valuable information, and she encouraged Board members to attend if they are able.

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Mr. Boyd said he would like to see money allocated to expand the master planning process into areas he feels are being left out.

Ms. Thomas said she thought that's what the last work session was about. Mr. Tucker commented that the work session helped determine timing and the order of the master planning process. He said staff is going to look at the Rivanna Village and the Biscuit Run area. He said staff is working with the work plan the Board tentatively approved.

Mr. Rooker said he has spoken with people at the TJ Planning District Commission. They have agreed to initiate master planning for Rivanna Village, so that is moving forward. For Biscuit Run, he said, Ms. Thomas suggested having a large public information meeting that focuses just on the development plan which has been filed for the Biscuit Run area to see how that development might fit into that area.

Mr. Boyd said he would be willing to look into additional funding to make the master planning process move a lot more quickly. Mr. Tucker said that the Board has enough in its Reserve Fund, but staff might not necessarily have time to do the plans simultaneously.

Mr. Boyd added that it might also be difficult for the Board and Planning Commission to keep up with all the plans at once.

Mr. Rooker noted that there could be a logjam at any point along the way that would impede the process.

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Mr. Boyd said he believes the County's growing budget based on real property assessments is going to be a problem. The budget should instead be based on growth.

Mr. Rooker said it would make sense to develop a formulaic approach, based on growth figures, with exceptions made, if necessary.

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The Board discussed the implications of having a "Ruckersville Parkway" included in transportation models, but not in land use plans.

Mr. Rooker said the question is whether from the standpoint of the transportation modeling for Places29, it includes how traffic numbers might be affected by that project.

Mr. Boyd said he does not feel the Ruckersville Parkway project got off to the right start anyway; it was brought forth by three people who went to VDOT with the idea.

Mr. Mark Graham noted that the MPO Technical Committee recommended including the Parkway in their models and forwarded it to the MPO, but there was no motion taken at that meeting.

Mr. Rooker said there is no question it would be taken out of the land use component of Places29, but the question is how the Board feels about including it in the traffic modeling. He added that VDOT has already built it into traffic models, but it would not be shown on future maps for citizens to comment on.

Mr. Wyant commented that it would show what benefit it might provide if it were kept in the traffic modeling.

Mr. Dorrier said he would like to see an asterisk showing that the road would be subject to approval by the Board.

Mr. Rooker said that is true of any road on the plan.

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Mr. Wyant said he has discussed with VDOT a second traffic light in Crozet, and they are looking into an alternative.

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Mr. Rooker said there is a lot of pavement breaking along Rio Road.

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Mr. Slutzky said he received an e-mail saying VDOT came to pave Pepsi Place but the people who use that road had no idea that was about to occur, so there were some logistical problems. Mr. Tucker said it is possible that VDOT contracted with another company to do the work.

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Agenda Item No. 15. Adjourn. At 7:06 p.m., with no further business to come before the Board, the meeting was adjourned.

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Chairman

Approved by the  
Board of County  
Supervisors

Date: 09/13/2006

Initials: EWC