A regular meeting of the Board of Supervisors of Albemarle County, Virginia, was held on February 1, 2017, at 1:00 p.m., Lane Auditorium, Second Floor, County Office Building, McIntire Road, Charlottesville, Virginia.

PRESENT: Mr. Norman G. Dill, Ms. Ann Mallek, Ms. Diantha H. McKeel, Ms. Liz A. Palmer, Mr. Rick Randolph, and Mr. Brad L. Sheffield.

ABSENT: None.

OFFICERS PRESENT: Interim County Executive, Doug Walker, County Attorney, Greg Kamptner, Clerk, Claudette Borgersen, and Senior Deputy Clerk, Travis O. Morris.

Agenda Item No. 1. Call to Order. The meeting was called to order at 1:01 p.m., by the Chair, Ms. McKeel.

Agenda Item No. 2. Pledge of Allegiance.
Agenda Item No. 3. Moment of Silence.

Agenda Item No. 4. Appointment of Interim County Executive.

Ms. McKeel **moved** that the Board adopt the proposed resolution appointing Mr. Douglas C. Walker as Interim County Executive. Ms. Mallek **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Mallek, Ms. McKeel, Ms. Palmer, Mr. Randolph, Mr. Sheffield and Mr. Dill.
NAYS: None.

INTERIM COUNTY EXECUTIVE

BE IT RESOLVED by the Board of Supervisors of the County of Albemarle, Virginia, that Douglas C. Walker is hereby appointed the Interim County Executive for the County of Albemarle, Virginia effective February 1, 2017 pursuant to Virginia Code §§ 15.2-509 and 15.2-511; and

BE IT FURTHER RESOLVED that, during the term of this appointment, he shall have all those powers and duties set forth in Virginia Code § 15.2-516 and in other sections of the Code of Virginia (1950), as amended, those powers and duties delegated or imposed by the Albemarle County Code and by duly adopted motions, resolutions, or ordinances of the Albemarle County Board of Supervisors, and those powers and duties as otherwise provided by general law; and

BE IT FURTHER RESOLVED that his annual salary shall be $158,798.12, plus any cost-of-living increase provided to County employees generally, during the term of this appointment, and his salary shall be payable in equal monthly installments as other County employees are paid; and

BE IT FURTHER RESOLVED that he shall serve as Interim County Executive at the pleasure of the Board pursuant to Virginia Code § 15.2-510; and

BE IT FURTHER RESOLVED that, except as otherwise provided in this resolution, he shall be entitled to all other rights and benefits that he would receive as a Deputy County Executive; and

BE IT FURTHER RESOLVED that the term of this appointment shall not extend beyond the effective date of the appointment of a new permanent full time County Executive or a different Interim County Executive; and

BE IT FURTHER RESOLVED that, upon the expiration of the term of this appointment, his resignation as Interim County Executive, or his removal by the Board, he may return to his position as Deputy County Executive unless he has committed an act that would warrant his termination from County employment.

Mr. Walker thanked the Board members for their confidence in his abilities and asked to deliver prepared remarks. Mr. Walker reminded the Board that he came to work for the County in 2013 to work under Mr. Tom Foley, noting that they have shared values, including a commitment to public service and recognition of it as a noble endeavor, a view of local governments' role in helping to improve communities, efficacy of the High Performance Leadership Model, and the tenets of the ICMA Code of Ethics regarding the council management form of government. He stated that the Board, staff and citizens are a team, and he looks forward to playing his role with the team during the transition. Mr. Walker said they will continue to work in a thoughtful way that seeks to maintain the high level of respect they have in the larger community, as well as advancing the Board's strategic priorities for the benefit of County citizens.

Agenda Item No. 5. Adoption of Final Agenda.

Motion was offered by Mr. Randolph to adopt the final agenda. Ms. Mallek **seconded** motion.

Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Mallek, Ms. McKeel, Ms. Palmer, Mr. Randolph, Mr. Sheffield and Mr. Dill.
NAYS: None.

Agenda Item No. 6. Brief Announcements by Board Members.

Mr. Randolph announced that the Town of Scottsville will be organizing a 33-mile tour of Scottsville bicycle ride on June 3, with funds raised by the event dedicated to the Van Clief Nature Area in the Town of Scottsville. He said he will provide more information as it develops.

Agenda Item No. 7. Proclamations and Recognitions.

Ms. McKeel introduced staff present and the presiding security officer, Officer Chris Levy, and staff members at the dais.

Item No. 7a. Go Green Virginia.

Ms. Mallek announced that Albemarle County has received a platinum recognition in the 2016 Green Government Challenge, part of the Virginia Municipal League's "Go Green" Virginia environmental initiative, which they have participated in since 2007. She stated this is the ninth year that Albemarle has received this certification, and invited Mr. Andy Lowe, Environmental Compliance Manager, to speak about the award.

Mr. Lowe expressed the seriousness with which the County takes its responsibility for environmental and sustainability stewardship. He said they hope to continue with the programs and grow them. He thanked the Board and staff.

Ms. Mallek asked Mr. Lowe to discuss some of the initiatives he has worked on.

Mr. Lowe said that this morning he worked on an energy audit with a consultant with whom they are considering for an energy performance contract, and said this includes LED lighting conversion of County offices and schools. He stated that during the past year, they began volunteer paper recycling at County offices, have worked with LEAP on community projects, and introduced a fleet of bicycles for use by County staff to get around town. Mr. Lowe noted that the energy and water conservation program has saved over $1 million.

Mr. Dill asked about the replacement of windows and its relative importance compared to other initiatives. Mr. Lowe responded that it would be a very valuable project, although the return on investment might be hard to prove in terms of energy savings. He stated that their current windows are very old, and they have looked to include windows in the budget in the past. Mr. Lowe said that in terms of comfort and energy savings, it would be a wise thing to do over time, although the cost might be more than the allowable return on investment.

Ms. Mallek commented that Mr. Lowe has been voted on to the LEAP Management Board.

Agenda Item No. 8. From the Public: Matters Not Listed for Public Hearing on the Agenda.

Tanner, Rosalynn Horan, and Enrique Wright of Post High School introduced themselves to the Board.

Tanner said they wish to express their appreciation for the Board's support of the VSA and would like to present the Board with their latest poetry book. The students distributed the poetry books to each member of the Board.

Ms. McKeel asked the faculty member present with the students of Post High School, to explain what the school is about.

Ms. Diane, a teaching assistant, said the school is located in a little house behind Burley Middle School and consists of students aged 18-22 from all three County high schools. The school teaches life skills to special education students.

Mr. Jeff Werner of the Piedmont Environmental Council addressed the Board. He complimented the Board for their support of environmental initiatives, such as those just discussed by Andy Lowe.

Mr. John Martin, resident of Free Union, addressed the Board. Mr. Martin said that he is hard of hearing and is using a hearing aid device provided to County meeting attendees, which he finds to be effective, and recommends its use to others who are hard of hearing. He said the Clerk provided him with the device.

Mr. Dill asked Ms. Borgersen for the number of devices they have available. Ms. Borgersen replied that there are four devices.

Agenda Item No. 9. Consent Agenda.

Motion was then offered by Mr. Randolph to approve Items 9.1 through 9.7 on the consent agenda. Ms. Mallek **seconded** motion. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Mallek, Ms. McKeel, Ms. Palmer, Mr. Randolph, Mr. Sheffield and Mr. Dill.
NAYS: None

Item No. 9.1. FY 2017 Appropriations.

The Executive Summary forwarded to the Board states that Virginia Code §15.2-2507 provides that any locality may amend its budget to adjust the aggregate amount to be appropriated during the fiscal year as shown in the currently adopted budget; provided, however, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by first publishing a notice of a meeting and holding a public hearing before amending the budget. The Code section applies to all County funds, i.e., General Fund, Capital Funds, E911, School Self-Sustaining, etc. The total increase to the FY 17 budget due to the appropriations itemized below is $405,883.77. A budget amendment public hearing is not required because the amount of the cumulative appropriations does not exceed one percent of the currently adopted budget.

This request involves the approval of nine (9) appropriations as follows:

- One (1) Appropriation (#2017057) to appropriate $10,552.00 for vehicle replacement;
- One (1) Appropriation (#2017058) to appropriate $18,000.00 for a grant from the Department of Criminal Justice Services to the Police Department to provide diversity recruitment support;
- One (1) Appropriation (#2017059) to appropriate $94,000.00 for temporary positions in the Project Management Division (PMD) Internal Service Fund (ISF);
- One (1) Appropriation (#2017060) to appropriate $95,490.00 to support the Strategic Planning Project Management in Facilities and Environmental Services;
- One (1) Appropriation (#2017061) to appropriate $364,288.02 to the Pantops Public Safety Station Capital project; $298,637.93 will not increase the total County budget for a net increase of $65,650.09.
- One (1) Appropriation (#2017062) to appropriate $32,751.00 to establish an Insurance Contingency;
- One (1) Appropriation (#2017063) to appropriate $68,505.85 to the School Division;
- One (1) Appropriation (#2017064) to appropriate $35,000.00 for project management services for School Referendum projects; this appropriation does not increase the total County budget; and
- One (1) Appropriation (#2017065) to appropriate $20,943.83 of returned FY16 year-end surplus to the Charlottesville-Albemarle Health Department for several building needs.

Staff recommends that the Board adopt the attached Resolution (Attachment B) to approve appropriations #2017057, #2017058, #2017059, #2017060, #2017061, #2017062, #2017063, #2017064, and #2017065 for local government and school division projects and programs as described in Attachment A.

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Appropriation #2017057 **$10,552.00**

Source:	Insurance Proceeds	$ 8,278.00
	Vehicle Replacement Fund fund balance	$ 2,274.00

This request is to appropriate $10,552.00 in insurance recoveries for a totaled vehicle and Vehicle Replacement Fund fund balance. This funding, in combination with $15,000.00 from a Vehicle Replacement Fund contingency planned for this purpose, will purchase a replacement vehicle for the Facilities and Environmental Services Department for $25,552.00 pursuant to state contract pricing.

Appropriation #2017058 **$18,000.00**

Source:	Federal Revenue	$ 18,000.00

This request is to appropriate $18,000.00 in grant funding from the Department of Criminal Justice Services to the Police Department to provide diversity recruitment support. The funds will be used to purchase diversity focused educational and recruitment materials and instructional videos, and will provide for the County's participation in job fairs and recruiting events in predominantly minority neighborhoods. In kind services of $2,000.00 will be provided.

Appropriation #2017059 **$94,000.00**

Source:	School Div CIP Fund fund balance	$ 54,000.00
	General Gov't CIP Fund fund balance	$ 40,000.00

This request is to appropriate $54,000.00 from the School Division CIP Fund fund balance and $40,000.00 from the General Government CIP Fund fund balance to support various capital project's project management-related service fees, which will fund the temporary positions in the Project Management Division (PMD) Internal Service Fund (ISF) as described in the Project Management Resource Request included in a separate February 1 Executive Summary.

If approved, the PMD's ISF budget will increase by $94,000.00 in FY 17. This increase includes $12,000 to support a 0.5 FTE part-time project management support position for School Division CIP projects; $42,000 to support a 1.5 FTE contracted temporary hire or for a construction management contract to support School Division CIP projects; and $40,000 to provide 1.5 FTE project management support position for General Government CIP projects.

The capital project budgets that will increase in FY 17 to include these associated project management costs will include the Woodbrook Elementary School Addition project budget, which will increase by $23,000.00, the School CIP Maintenance Program budget, which will increase by $31,000.00, and the County-owned Facilities Maintenance/Replacement Program budget, which will increase by $40,000.00 in FY 17. In FY 18, we will decrease the corresponding project budgets by the same amount so there will be no net increase in the planned project budgets.

Appropriation #2017060 $95,490.00

Source:	General Fund fund balance	$ 95,490.00

This request is to appropriate $95,490.00 from the General Fund fund balance to support a temporary Strategic Planning Project Manager position. This temporary project manager position would support the strategic planning work throughout the County to ensure that the County effectively manages and implements the County's FY17-19 Strategic Plan as approved by the Board. This position will be in the Facilities and Environmental Services Department to receive guidance and leadership from the County's key project management staff and will primarily be responsible for working with key Strategic Plan process owners in the planning, scheduling, and coordinating of work related to the strategic plan's goals.

The proposed use of the General Fund fund balance for this item will not reduce the County's 10% unassigned fund balance reserve; however, it does reduce the amount of General Fund fund balance that would be available for other uses in the future.

Appropriation #2017061 $65,650.09

Source:	Proffer Revenues	$ 65,650.09
	Ivy Fire Station 15 project*	$ (23,637.93)
	Seminole Trail VFD Renovation/Addition project*	$ (75,000.00)
	Fire/Rescue Airpacks Replacement project*	$ (200,000.00)

*These portions of the appropriation will not increase the total County budget.

As described in the separate February 1 Pantops Public Safety Facility Budget action agenda item, this request is to appropriate a total of $364,288.02 to support an increase in the project budget to the Pantops Public Safety Station Capital Project. This increase is required to complete the project and to shore up the project contingency based on the bids coming in 10-15% over budget. This request appropriates $44,650.09 in Livengood proffer revenue and $21,000.00 in Cascadia proffer revenue. It also appropriates $298,637.93 from completed capital projects with available unexpended balances as follows: $23,637.93 will be appropriated from the Ivy Fire Station 15 project and $75,000.00 will be appropriated from the Seminole Trail VFD Renovation/Addition project. This appropriation also includes an appropriation of $200,000.00 from the Fire/Rescue Airpacks Replacement project. This funding is available in the Airpacks Replacement project's budget due to cost savings. The net increase to the total County budget is $65,650.09. The approval of this Appropriation Request #2017061 is contingent upon the Board also approving the Pantops Public Safety Facility Action Item on today's agenda.

Appropriation #2017062 $32,751.00

Source:	General Fund fund Balance	$ 32,751.00

This request is to appropriate $32,751.000 to establish a Risk Management Fund pursuant to the Board's approval on June 1, 2016. At that time, the Board approved the County's establishment of a Risk Management Fund based on Finance's evaluation of the County's Property and Casualty Insurance Plan, which could provide the County with significant insurance-related savings over the years. This appropriation amount reflects the amount the County will save in its FY17 insurance premium by increasing the per claim deductible from $1,000 to $25,000 effective July 1, 2016.

Appropriation #2017063 $68,505.85

Source:	Federal Revenue	$ 68,505.85

This request is to appropriate the following School Division grant appropriation requests approved by the School Board on December 8, 2016:

Benjamin F. Yancey Elementary and Mary Carr Greer Elementary Schools have received grants to participate in the United States Department of Agriculture Fresh Fruit and Vegetable Program (FFVP) during the FY 17 school year. Yancey received $7,573.61 and Greer received $37,932.24. The FFVP is a federally assisted program providing free fresh fruits and vegetables to students in participating schools during the school day, outside of breakfast and lunch. The goal is to improve children's overall diet and create healthier eating habits to affect their present and future health. Grants are awarded through an application process and include a consideration of the percentage of free/reduced student population at a School. The fruit and vegetables provided by the FFVP will be served to Greer and Yancey students through the Child Nutrition Program and with the support of school community. There will be an emphasis on local produce.

Albemarle County Public Schools has been awarded a $23,000.00 Assistive Technology and Functional Communication grant from the Virginia Department of Education. These funds will be used to purchase iPad Minis for students with autism or intellectual disabilities to improve functional communication. The objective of this initiative is to decrease the number of out-of-school suspensions.

Appropriation #2017064 **$0.00**

This request will not increase the total County Budget.

Source:	General Gov't CIP Fund fund Bal	$(35,000.00)
	School CIP Fund fund Bal	$ 35,000.00

This request is to appropriate $35,000.00 for project management services to support the School Division's Referendum projects that are being undertaken in FY 17 utilizing School Division CIP Fund fund balance as the revenue source. The School Division's security projects will be supported with $8,167 in project management services and the Learning Modernization project will receive $26,833 in program management support. This supports the expedited design approved by the Board on January 4, 2017 (Appropriation #2017055) for the School Referendum projects. This appropriation does not increase the total County budget and will expedite the completion of these school projects. This appropriation results in increased project management support for the School Division projects in FY 17 and an expected equal reduction in project management and the related costs for these projects in FY 18. The overall impact is anticipated to be zero to the CIP budget over the five-year time period.

Appropriation #2017065 **$20,934.83**

Source:	Recovered Costs	$ 20,934.83

This request is for the County to appropriate $20,934.83 to the Charlottesville-Albemarle Health Department's Building Fund for building upgrades. Pursuant to the Virginia Health Department's reconciliation of the Charlottesville-Albemarle Health Department's FY 16 operating budget, the City and County both received a payment from the State, which reflected the amount of surplus attributable to each entity for the Charlottesville-Albemarle Health Department's operating revenues over expenditures in FY 16. The Charlottesville-Albemarle Health Department has requested that both the City and the County use these returned funds to ensure that the building's restrooms and service counters become ADA compliant. The City is the fiscal agent of the Building Fund.

By the above-recorded vote, the Board adopted the following Resolution to approve appropriations #2017057, #2017058, #2017059, #2017060, #2017061, #2017062, #2017063, #2017064, and #2017065 for local government and school division projects and programs as described in above:

RESOLUTION TO APPROVE
ADDITIONAL FY 17 APPROPRIATIONS

BE IT RESOLVED by the Albemarle County Board of Supervisors:

1) That Appropriations ##2017057, #2017058, #2017059, #2017060, #2017061, #2017062, #2017063, #2017064, #2017065 are approved; and

2) That the appropriations referenced in Paragraph #1, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2017.

COUNTY OF ALBEMARLE
APPROPRIATION SUMMARY

APP#	ACCOUNT	AMOUNT	DESCRIPTION
2017057	3-9200-19000-319000-190800-9999	8,278.00	SA2017056 FES Replacement Vehicle
2017057	3-9200-51000-351000-510100-9999	2,274.00	SA2017056 FES Replacement Vehicle
2017057	4-9200-43001-412560-800500-9999	25,552.00	SA2017056 FES Replacement Vehicle
2017057	4-9200-91085-412560-999988-9999	-15,000.00	SA2017056 FES Replacement Vehicle
2017058	3-1248-33000-333000-330412-1003	18,000.00	SA2017058 FEDERAL - DCJS - BYRNE/JAG CATEGORICAL AID -
2017058	4-1248-31013-431010-600100-1003	6,700.00	SA2017058 OFFICE SUPPLIES
2017058	4-1248-31013-431010-312210-1003	8,500.00	SA2017058 CONTRACT SERVICES

2017058	4-1248-31013-431010-580000-1003	2,800.00	SA2017058 MISCELLANEOUS EXPENSES
2017059	4-1925-43100-443100-110000-1004	30,528.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-130000-1004	6,188.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-210000-1004	2,787.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-221000-1004	3,725.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-241000-1004	396.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-231000-1004	27,549.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-232000-1004	759.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-270000-1004	871.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-332104-1004	1,572.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-520300-1004	2,920.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-520315-1004	240.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-550100-1004	297.50	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-580100-1004	550.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-600100-1004	800.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-601100-1004	400.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-601700-1004	300.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-540301-1004	1,200.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-550104-1004	178.50	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-600800-1004	119.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-360000-1004	1,200.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-800200-1004	4,400.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-800700-1004	6,540.00	SA2017059 PMD ISF Resources
2017059	4-1925-43100-443100-800710-1004	480.00	SA2017059 PMD ISF Resources
2017059	3-1925-16000-316000-160560-1004	94,000.00	SA2017059 PMD ISF Resources
2017059	4-9000-69985-466730-312366-6112	22,750.00	SA2017059 PMD ISF Resources
2017059	4-9000-69980-466730-312366-6599	43,750.00	SA2017059 PMD ISF Resources
2017059	4-9010-43100-443200-312366-9999	27,500.00	SA2017059 PMD ISF Resources
2017059	3-9000-69000-351000-510100-6599	66,500.00	SA2017059 PMD ISF Resources
2017059	3-9010-51000-351000-510100-6599	27,500.00	SA2017059 PMD ISF Resources
2017060	4-1000-43201-443200-110000-1004	64,980.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-210000-1004	12,977.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-231000-1004	9,183.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-232000-1004	253.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-241000-1004	851.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-270000-1004	1,553.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-332104-1004	393.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-360000-1004	300.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-520300-1004	880.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-520315-1004	360.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-550100-1004	500.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-580100-1004	150.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-600100-1004	200.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-601100-1004	100.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-601700-1004	75.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-800200-1004	1,100.00	SA2017060 FES Strategic Planing PM
2017060	4-1000-43201-443200-800700-1004	1,635.00	SA2017060 FES Strategic Planing PM
2017060	3-1000-51000-351000-510100-9999	95,490.00	SA2017060 FES Strategic Planing PM
2017061	3-8574-51000-351000-510100-9999	44,650.09	SA2017061 Livengood Proffer for Pantops P S Station
2017061	4-8574-93010-493010-930010-9999	44,650.09	SA2017061 Livengood Proffer for Pantops P S Station
2017061	3-9010-51000-351000-512096-9999	44,650.09	SA2017061 Livengood Proffer for Pantops P S Station
2017061	3-8580-51000-351000-510100-9999	21,000.00	SA2017061 Cascadia Proffer for Pantops P S Station
2017061	4-8580-93010-493010-930010-9999	21,000.00	SA2017061 Cascadia Proffer for Pantops P S Station
2017061	3-9010-51000-351000-512097-9999	21,000.00	SA2017061 Cascadia Proffer for Pantops P S Station
2017061	4-9010-32021-432010-800605-3140	-459.50	SA2017061 Ivy Fire Station 15 project to Pantops P S Station
2017061	4-9010-32021-432010-999999-3140	-23,178.43	SA2017061 Ivy Fire Station 15 project to Pantops P S Station
2017061	4-9010-32022-432020-999999-3140	-75,000.00	SA2017061 Seminole Trail VFD Renov/Add to Pantops P S Station
2017061	4-9010-32010-432010-800322-3140	-200,000.00	SA2017061 F/R Airpacks Repl project to Pantops P S Station
2017061	4-9010-32018-432010-312350-3140	100,000.00	SA2017061 Pantops P S Station
2017061	4-9010-32018-432010-800605-3140	264,288.02	SA2017061 Pantops Public Safety Station
2017062	3-1000-51000-351000-510100-9999	32,751.00	SA2017062 Establish Risk Management Fund
2017062	4-1000-93010-493010-939999-9999	32,751.00	SA2017062 Transfer to Risk Mgmt Fund 1030
2017062	3-1030-51000-351000-512004-9999	32,751.00	SA2017062 Establish Risk Management Fund
2017062	4-1030-99900-499000-999999-9999	32,751.00	SA2017062 Establish Risk Management Fund
2017063	3-3010-63010-333000-330001-6599	45,505.85	SA2017063 FFVP Grant Revenue
2017063	4-3010-63010-460204-129300-6520	1,000.00	SA2017063 OT Wages - Food Service
2017063	4-3010-63010-460204-139300-6520	5,000.00	SA2017063 PT Wages - Food Service
2017063	4-3010-63010-460204-210000-6520	459.00	SA2017063 FICA
2017063	4-3010-63010-460204-600200-6520	4,000.00	SA2017063 Food Supplies
2017063	4-3010-63010-460204-600220-6520	27,473.24	SA2017063 Student Snacks/Meals

2017063	4-3010-63010-460213-129300-6520	200.00	SA2017063 OT Wages - Food Service
2017063	4-3010-63010-460213-139300-6520	800.00	SA2017063 PT Wages - Food Service
2017063	4-3010-63010-460213-210000-6520	76.50	SA2017063 FICA
2017063	4-3010-63010-460213-600200-6520	1,200.00	SA2017063 Food Supplies
2017063	4-3010-63010-460213-600220-6520	5,297.11	SA2017063 Student Snacks/Meals
2017063	3-3104-63104-333000-189900-6599	23,000.00	SA2017063 Misc. Federal Grant Revenue
2017063	4-3104-63104-460700-800100-6530	23,000.00	SA2017063 Addl. Machinery & Equipment
2017064	4-9010-91046-443100-312360-9999	-35,000.00	SA2017064 PM Services
2017064	4-9000-69983-466732-312366-6599	26,833.00	SA2017064 16Ref Learning Sp Mod
2017064	4-9000-69983-466731-312366-6599	8,167.00	SA2017064 16Ref Sch Security Improv
2017064	3-9000-69000-351000-510100-6599	35,000.00	SA2017064 Use of Sch CIP Fund Bal
2017064	3-9010-51000-351000-510100-9999	-35,000.00	SA2017064 Use of GG CIP Fund Bal
2017065	3-1000-19000-319000-199910-9999	20,943.83	SA2017065 Prior Year Recovered Costs
2017065	4-1000-59000-459000-560100-1005	20,943.83	SA2017065 Health Dept
TOTAL		**1,196,587.72**	

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Item No. 9.2. Bond Referendum Resources.

The Executive Summary forwarded to the Board states that the Office of Facilities Development (currently the Project Management Division) was established by the Board of Supervisors in 2007 to provide general oversight and execution of the County's Capital Improvement Program, including school construction. When established, the entire operating budget for the office was funded from the General Fund with no specific accounting for Project Management (PM) services linked to the projects being managed. In August 2009, the Board approved modifications to this program authorizing a flat 4.5% project management fee for all approved CIP projects and, in this way, transferring the cost of direct PM services from the General Fund to the Capital Fund. In June 2012, the Board approved establishment of an Internal Service Fund (ISF) to further refine the method of capturing PM costs by establishing a process of billable hourly rates for each fiscal year (FY) to cover all estimated PMD expenditures. The method of estimating and implementation includes developing a work plan for both new projects approved for the next FY as well as future projects included in the CIP. During the annual CIP budgeting process, PMD evaluates each project and estimates the number of PM hours for that project, based on hourly metrics collected on similar projects and overall complexity. This funding methodology allows for the expansion or contraction of the division staffing when the project demands change based on the CIP.

The volume of future construction projects that have been identified over the next two calendar years now dictates that the Project Management Division must supplement its project management staff per the aforementioned methodology. With the added school referendum projects, the Project Management Division along with some Building Services resources anticipates having to manage as much as $95M worth of construction projects over the next two years. The methodology for determining resource requirements shows that this division will need 3.5 additional temporary Full Time Equivalent (FTE)'s to manage the workload over the next two years. These new positions are anticipated to be filled by a combination of temporary full time staff along with construction management contracted support. This breakdown is shown in PMD Projects CY 17 and 18 (Attachment A). We have also attached the Project Management Hours Estimates (Attachment B) to demonstrate how the need for 3.5 additional Project Managers was determined.

PMD ISF	FY17 Impact	FY18 Impact
0.5 P/T PM Support for School Projects	$12K	$42K
1.5 Contracted Temp hire or construction management contract for two-year period for School Projects	$42K	$134K
1.5 PM support for General Government Projects	$40K	$123K
PMD ISF Total	$94K	$299K
PMD ISF Revenue is from Capital Projects		
General Government CIP Projects	$40K	$123K
School Division CIP Projects	$54K	$176K
Capital Projects Total	$94K	$299K

The budget impact for FY17 is estimated to be approximately $94K (includes onetime startup costs such as equipment and software licenses). The annual budget impact, beginning in FY18, is estimated to be approximately $300K and is supported by the PM fees funded in the current FY17 adopted/amended CIP and the FY18 CIP recommendation from the Oversight Committee. FY18 project budgets will be equally reduced by the amount requested for appropriation in FY17 ($94K); therefore, there will be no net increase to project costs currently planned in the CIP.

Staff recommends that the Board approve the appropriation in the amount of $94K for FY 17 funding (Appropriation #20170059) that is included in a separate FY17 Appropriations Executive Summary being presented to the Board for approval on February 1, 2017.

By the above-recorded vote, the Board approved the appropriation in the amount of $94,000 for FY 17 funding (Appropriation #20170059) as set out above in the FY17 Appropriations under Agenda Item 9.1.

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Item No. 9.3. Ordinance Amendment - Elections - White Hall Magisterial District - Free Union Precinct - Change of Polling Place.

The Executive Summary forwarded to the Board states that Virginia Code § 24.2-307 requires that the Board of Supervisors establish polling places by ordinance. Albemarle County Code § 2-106(c)(4) establishes Free Union Baptist Church as the polling place for the Free Union Precinct in the White Hall Magisterial District. Free Union Baptist Church provided written notice on April 8, 2016, of its intent to terminate its Polling Place Agreement with Albemarle County (Attachment A). The Agreement terminated after the November 8, 2016 general election.

The Albemarle County Electoral Board investigated alternative polling place locations for the Free Union Precinct and recommends that the polling place be relocated to Free Union Country School. The Free Union Country School has agreed to have the School serve as a polling place. The attached map (Attachment B) shows the former Free Union Baptist Church location and the proposed new Free Union Country School location.

The adoption of the proposed ordinance will have no budget impact.

Staff recommends that the Board set a public hearing on March 1, 2017 to consider adopting the attached ordinance amendment (Attachment B) to change the polling place from Free Union Baptist Church to Free Union Country School in the Free Union Precinct of the White Hall Magisterial District.

By the above-recorded vote, the Board set a public hearing on March 1, 2017 to consider adopting an ordinance amendment to change the polling place from Free Union Baptist Church to Free Union Country School in the Free Union Precinct of the White Hall Magisterial District.

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Item No. 9.4. Donated Addition to Ivy Creek Natural Area (Parcel 44-120).

The Executive Summary forwarded to the Board states that the Ivy Creek Natural Area (ICNA) is jointly owned by the County of Albemarle and the City of Charlottesville. The volunteer Ivy Creek Foundation assists in the management and care of the area and operates nature programs throughout the year. The ICNA website describes the ICNA as a 215-acre preserve bordering the South Fork Rivanna Reservoir consisting of a mix of upland woods, pines stands, open fields, streams and shoreline. The land has been set aside in perpetuity for free public use as an unspoiled natural area, and contains over six miles of walking trails.

Elizabeth L. Langhorne, owner of neighboring Tax Map Parcel Number 04400-00-00-12000 (TMP 44-120), has offered to donate 4.015 acres of that parcel to the County and City as an addition to the ICNA. See Attachment 1 for the location of the proposed donation. The remaining 1.222 acres of existing TMP 44-120 would remain privately-owned and be combined with Tax Map Parcel Number 04400-00-00-036B0.

Both City and County staff have evaluated the property proposed for donation. Based on a site visit and visual assessment conducted on the subject property, and a review of historical aerial photos, there are no apparent environmental concerns associated with this property. No further environmental investigation appears necessary at this time.

This proposal is to add 4+ acres to the ICNA. The acquisition of a small stream corridor presents the opportunity for improved buffer establishment and management. The area will retain its current wooded, undeveloped character. No trails or public entrance/access are proposed for the site. Any future development would be limited to primitive trails. Staff supports the acquisition of the property. The County Attorney's Office has reviewed and approved the proposed Deed (Attachment 2) as to form and substance.

Staff does not anticipate any significant budget impacts associated with this proposed addition.

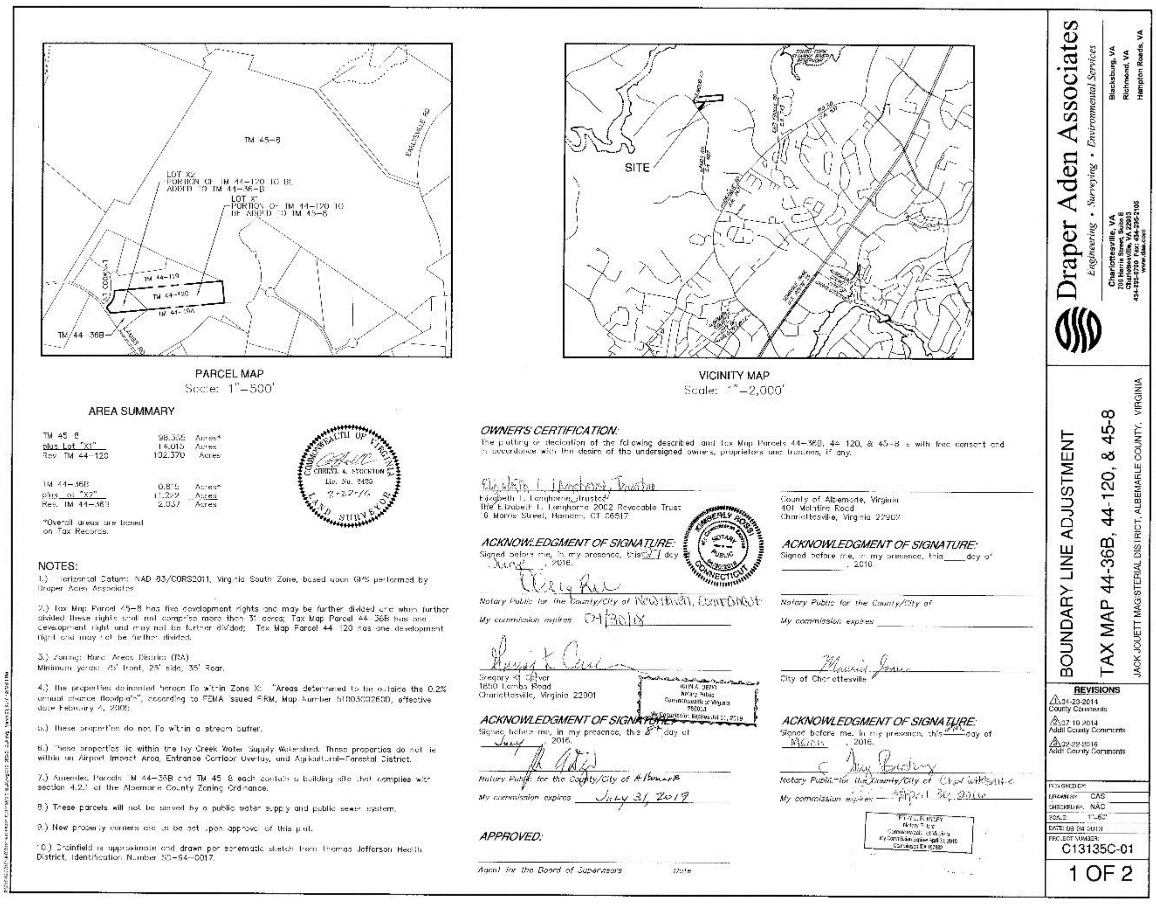
Staff recommends that the Board adopt the attached Resolution (Attachment C) to approve the County's acquisition of the property and to authorize the County Executive to sign all documents necessary for this conveyance once they have been approved as to form and substance by the County Attorney.

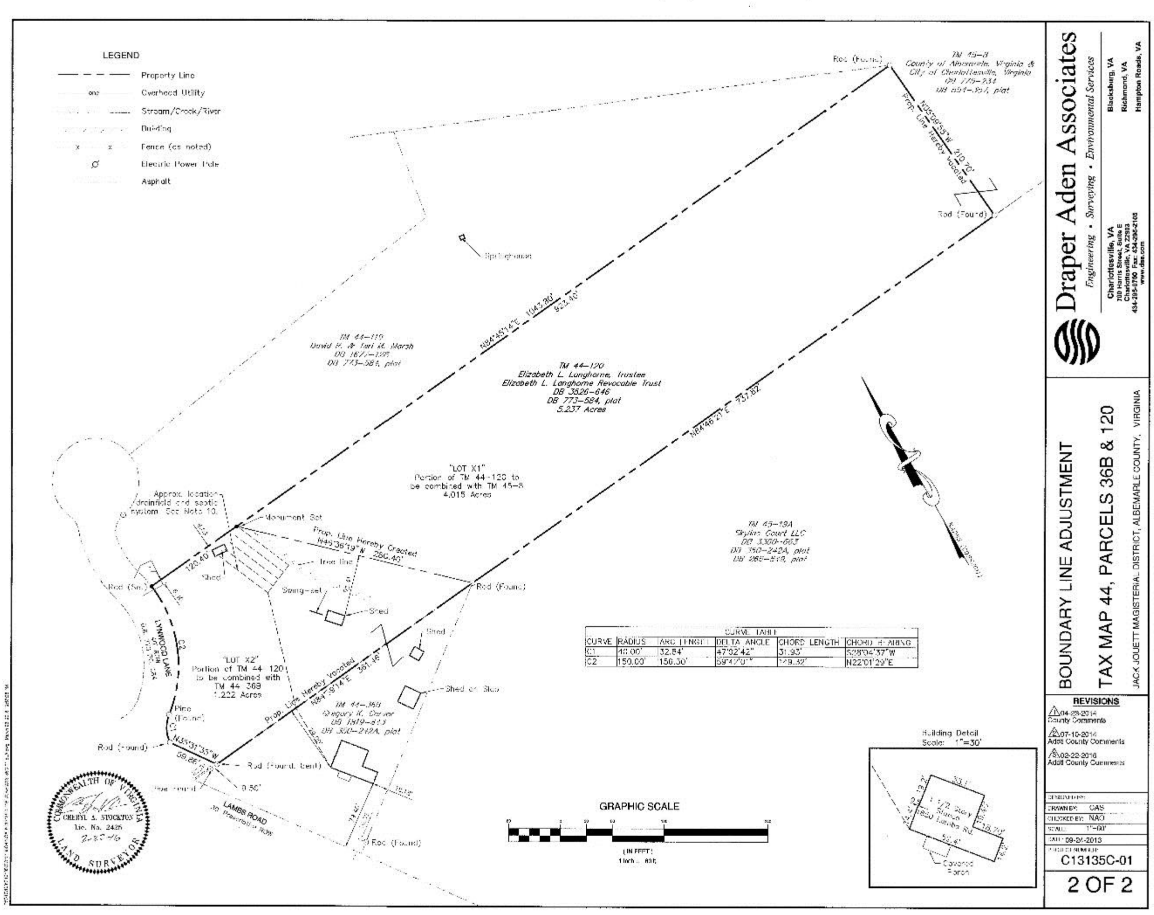
By the above-recorded vote, the Board adopted the following Resolution to approve the County's acquisition of the property and authorized the County Executive to sign all documents necessary for this conveyance once they have been approved as to form and substance by the County Attorney:

RESOLUTION TO AUTHORIZE ACQUISITION OF PROPOSED ADDITION TO IVY CREEK NATURAL AREA TAX MAP PARCEL 04400-00-00-12000

WHEREAS, the Board finds it is in the best interest of the County to accept the donation of a portion of Tax Map Parcel Number 04400-00-00-12000 from the Elizabeth L. Langhorne Revocable Trust for the purpose of adding to the existing Ivy Creek Natural Area, which is jointly owned by the County and the City of Charlottesville.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the acceptance of the property consisting of a portion of Tax Map Parcel Number 04400-00-00-12000, and further authorizes the County Executive to execute all necessary documents that are necessary for completing the acquisition of the property once they have been approved as to form and substance by the County Attorney.





Prepared by Allyson Manson Davies (VSB #42886)
Charlottesville City Attorney's Office, P.O. Box 911, Charlottesville, VA 22902
Tax Map Parcel 44-120

This deed is exempt from recordation taxes pursuant to Va. Code § 58.1-811(A)(3) and § 58.1-811(D) and from the Circuit Court Clerk's fees under Virginia Code § 17.1-266

THIS DEED OF GIFT, made and entered into this 28th day of July, 2016, by and between **ELIZABETH L. LANGHORNE, as Trustee under THE ELIZABETH L. LANGHORNE 2002 REVOCABLE TRUST** ("Langhorne"), GRANTOR, and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), whose address is P.O. Box 911, Charlottesville, Virginia 22902, and the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "County"), whose address is 401 McIntire Road, Charlottesville, Virginia 22902, collectively the GRANTEE

WITNESSETH:

That for and in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, GRANTOR does hereby **GIVE, GRANT** and **CONVEY** with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the GRANTEE, as tenants in common, the following described real estate, hereinafter referred to as the "Property":

> All that certain tract of land, with improvements thereon and appurtenances thereto, situated in the County of Albemarle, Virginia, adjacent to the Ivy Creek Natural Area, containing 4.015 acres, more or less, shown as Lot X1, on a plat by Draper Aden Associates, dated September 24, 2013, last revised February 22, 2016, recorded immediately prior hereto; and BEING a portion of the same property conveyed to the Grantor herein by deed from Elizabeth L. Langhorne, dated September 5, 2007, recorded in the Clerk's Office for the Circuit Court of Albemarle County in Deed Book 3526, pages 646-657.

The Property conveyed herein is hereby combined with the existing Ivy Creek Natural Area (Albemarle County Parcel 04500-00-00-00800), and any property lines between the Property conveyed herein and said Parcel are hereby vacated. The conveyance of this Property is subject to the easements, conditions, restrictions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by a limitation of time contained therein or have not otherwise become ineffective.

IN WITNESS WHEREOF, Elizabeth L. Langhorne has signed this Deed of Gift as Trustee under The Elizabeth L. Langhorne 2002 Revocable Trust.

GRANTOR:

Elizabeth L. Langhorne

Elizabeth L. Langhorne, Trustee under
The Elizabeth L. Langhorne 2002 Revocable Trust

The City of Charlottesville, acting by and through its City Attorney, the City official designated by the City Manager pursuant to authority granted by resolution of the City Council of the City of Charlottesville, does hereby accept the conveyance of this property, pursuant to Virginia Code Section 15.2-1803, as evidenced by the City Attorney's signature hereto and the City's recordation of this Deed of Gift.

Accepted by: **CITY OF CHARLOTTESVILLE, VIRGINIA**

S. Craig Brown (SEAL)
S. Craig Brown, City Attorney

The County of Albemarle, Virginia, acting by and through its County Executive, duly authorized by resolution adopted by the Albemarle County Board of Supervisors, does hereby accept the conveyance of this property, pursuant to Virginia Code Section 15.2-1803, as evidenced by the County Executive's signature hereto and the recordation of this Deed of Gift.

Accepted by: **COUNTY OF ALBEMARLE, VIRGINIA**

______________________________ (SEAL)
Thomas C. Foley, County Executive

_____

Item No. 9.5. VDOT Compensation Agreements for Route 29 and Hillsdale Drive Takings.

The Executive Summary forwarded to the Board states that the County owns four parcels along Route 29 and Hillsdale Drive located in the path of recent Virginia Department of Transportation (VDOT) improvements to those roads:

- Tax Map Parcel Number 046B5-00-00-001C0: A 4.75-acre parcel at the southeast corner of Ashwood Boulevard and Route 29.
- Tax Map Parcel Number 04600-00-00-00-5A0: A 4.54-acre greenway parcel along the southern edge of Hollymead Town Center.
- Tax Map Parcel Number 061Z0-03-00-011A1: A 1.13-acre parcel at the northwest corner of Hillsdale and Greenbrier Drives.
- Tax Map Parcel Number 04500-00-00-094B1: A 0.76-acre parcel across Route 29 from Albemarle Square.

Attachment A summarizes the subject County parcels and VDOT's acquired interest(s) in each. Attachments B-G shows the specific locations of each VDOT interest.

VDOT has exercised its right to acquire the listed property interests by eminent domain by filing six Certificates of Take. By operation of law, those Certificates immediately transferred ownership of the desired property interests to VDOT. With the ownership of those property interests now vested in VDOT, the only remaining issue is the amount of just compensation due the County for the interests taken. VDOT is offering the County a total of $669,787 as compensation for the six affected County properties, as detailed on Attachment A. The vast majority of this compensation stems from VDOT's taking of a 1.59-acre (69,379 square foot) permanent stormwater easement from the County's 4.75-acre parcel at the intersection of Route 29 and Ashwood Boulevard. VDOT initially offered $416,275 for this permanent easement, but has subsequently agreed to offer $624,411, consistent with the County's assessment of the underlying Parcel.

With ownership of these six property interests already having transferred to VDOT, the only remaining issue is the amount of just compensation to the County. The County Assessor has reviewed VDOT's valuation of these properties, and believes that VDOT's offer of compensation reflects their fair market value. The County Attorney's Office has reviewed and approved the substance and form of the six attached settlement agreements (Attachments H-M) prepared by VDOT.

The County would receive $669,787 in one-time revenue if the Board approves the County's acceptance of VDOT's compensation offer for these properties.

Staff recommends that the Board adopt the attached Resolution (Attachment N) (a) approving the proposed agreements (Attachments H-M) in which the County accepts total compensation of $669,787 for VDOT's taking of the property interests identified in the six Certificates of Take and (b) authorizing the

County Executive to sign the VDOT agreements and any necessary related documents once they have been approved as to substance and form by the County Attorney.

By the above-recorded vote, the Board adopted the following Resolution (a) approving the proposed agreements in which the County accepts total compensation of $669,787 for VDOT's taking of the property interests identified in the six Certificates of Take and (b) authorizing the County Executive to sign the VDOT agreements and any necessary related documents once they have been approved as to substance and form by the County Attorney.:

**RESOLUTION TO APPROVE AN AGREEMENT
BETWEEN THE COUNTY OF ALBEMARLE, VIRGINIA
AND THE COMMONWEALTH OF VIRGINIA
FOR THE TAKING OF PROPERTY INTERESTS IDENTIFIED IN SIX
CERTIFICATES OF TAKE ON TAX MAP PARCEL NUMBERS 04500-00-00-094B1,
04600-00-00-005A0, 046B5-00-00-001C0, AND 061Z0-03-00-011A1**

WHEREAS, the Board finds it is in the best interest of the County to enter into six Agreements with the Commonwealth of Virginia for the County to accept the Virginia Department of Transportation's total offer of $669,787 for the taking of property interests identified in six Certificates of Take on four County-owned properties identified as Tax Map Parcel Numbers 04500-00-00-094B1, 04600-00-00-005A0, 046B5-00-00-001C0, and 061Z0-03-00-011A1.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the six Agreements between the County and the Commonwealth of Virginia regarding compensation for these property interests identified in the six Certificates of Take and authorizes the County Executive to execute the Agreements and any necessary related documents once they have been approved as to substance and form by the County Attorney.

RW-38
Revised 02/16
UPC 77383
PARCEL NO. 105

THIS AGREEMENT, dated September 27, 2016, between the COUNTY OF ALBEMARLE, VIRGINIA, **GRANTOR**, and the COMMONWEALTH OF VIRGINIA, acting by and through the Commissioner of Highways, **GRANTEE,**

WITNESSETH:

WHEREAS, in connection with State Highway Route 29 Project 0029-002-135, RW201, in the County of Albemarle, Virginia ("Project"), the **GRANTEE**, in accordance with the provisions of Title 33.2, Chapter 10 of the Code of Virginia of 1950, as amended, has lodged with the Clerk of the Circuit Court of Albemarle County, Virginia, Certificate Number C-715075, in the amount of $422,505.00, for the benefit of the **GRANTOR**; and

WHEREAS, the **GRANTEE** has appointed the law firm of St. John, Bowling, Lawrence & Quagliana, LLP, as its attorney to institute condemnation proceedings for the purpose of determining the amount to be paid for the land, or interest therein, as described in the Certificate aforesaid, and damages to the remaining lands, if any, of the **GRANTOR**; and

WHEREAS, the **GRANTEE** has not filed a Petition In Condemnation; and

WHEREAS, the parties have now agreed upon the following amount of just compensation for the land or interests therein and damages to the remainder, if any, and for all other claims and demands by the **GRANTOR** against the **GRANTEE** arising out of the filing of the Certificate, the Petition In Condemnation, and the conveyance of the property.

NOW THEREFORE, in consideration of the recitations above which are made a part of this Agreement, the parties agree as follows:

1.) All issues between the **GRANTEE** and the **GRANTOR** as described herein, including but not limited to just compensation, public use, public necessity, lost profits and lost access, the **GRANTEE'S** bona fide but ineffectual effort to purchase the property prior to the filing of the Certificate, and all other statutory prerequisites to condemnation are hereby settled and forever resolved and the pending condemnation proceeding will be dismissed in accordance with Section 33.2-1027 of the Virginia Code (1950), as amended. The recitals set forth above are hereby incorporated herein as if repeated in full and are true in all respects.

2.) **GRANTEE** has offered and the **GRANTOR** has accepted consideration in the amount of $631,419.75 as total just compensation for the acquisition of all of the property identified and described in the Certificate, and satisfaction of all Claims (as defined below) including but not limited to Claims arising out of the filing of the Certificate, the filing of the Petition In Condemnation, any physical invasion or physical damage to the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate which the **GRANTOR** has actual knowledge of or should have knowledge of based upon a reasonable inquiry, as of the date of this Agreement, and/or the conveyance of said property to **GRANTEE** pursuant to Virginia Code Section 33.2-1001, as well as all Claims for lost profits and/or lost access, and all Claims under the Rules of the Virginia Supreme Court related to the taking of said property. Said amount is inclusive of the amount deposited under the Certificate. In addition, **GRANTOR** accepts such just compensation in full, final and unconditional settlement and release of any and all claims, demands, remedies, damages and liability in the manner and to the extent as set forth below. **GRANTOR** agrees to provide **GRANTEE'S** counsel with properly executed tax information forms (Virginia Department of Accounts Substitute W-9 Form) contemporaneously with delivery of this properly executed Agreement.

3.) Other than interest on funds being held by the Clerk of the Circuit Court, if any, **GRANTOR** hereby waives and relinquishes all rights, claims, demands, remedies, damages, costs, interest, expert fees, attorney fees, and liability, including claims against **GRANTEE**, **GRANTEE'S**

agents and contractors, and any utility company or agent or contractor of such utility company involved in the construction work of the Project and any other parties acting under the color of the Certificate, (collectively referred to as "Claims"), that **GRANTOR** may have arising out of or related to the filing of the Certificate, the filing of the Petition In Condemnation, the acquisition of the property and property rights described in the Certificate, any physical invasion or physical damage of the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate of which the **GRANTOR** has actual knowledge or should have knowledge of based upon a reasonable inquiry, as of the date of this Agreement, and/or the conveyance of said property to **GRANTEE** pursuant to Virginia Code Section 33.2-1001, *et seq.*as well as all Claims for lost profits and/or lost access and all Claims under the Rules of the Virginia Supreme Court relating to the taking of said property.

4.) Notwithstanding any provision to the contrary, **GRANTOR'S** settlement in paragraph two (2) and waiver in paragraph three (3) does not apply to any unlawful interference with access caused by something other than the rights conveyed in the Certificate and/or Petition, any physical invasion of or physical damage to the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate of which the **GRANTOR** has no actual knowledge nor should have no knowledge of based upon a reasonable inquiry, as of the date of this Agreement. **GRANTOR** hereby represents and warrants that, as of the date of this Agreement, it is unaware of (a) any unlawful interference with access caused by something other than the rights conveyed in the Certificate and/or Petitioner, (b) any physical invasion of any property outside the fee or easement area described in the Certificate and (c) any physical damage caused by **GRANTEE**, its agents or contractors to **GRANTOR'S** remaining property. Nothing in this paragraph shall be read to exclude any other lawful claims that the **GRANTOR** may otherwise possess and which are not otherwise waived in this Agreement.

5.) As part of the consideration for this Agreement, **GRANTOR** warrants and represents that since the recordation of the aforesaid Certificate and continuing to the date of this Agreement,

there has been no sale or contract for sale of the land or interest therein or any part thereof between the **GRANTOR** and any third party.

6.) There have been no other promises, consideration or representations made which are not set forth in this Agreement.

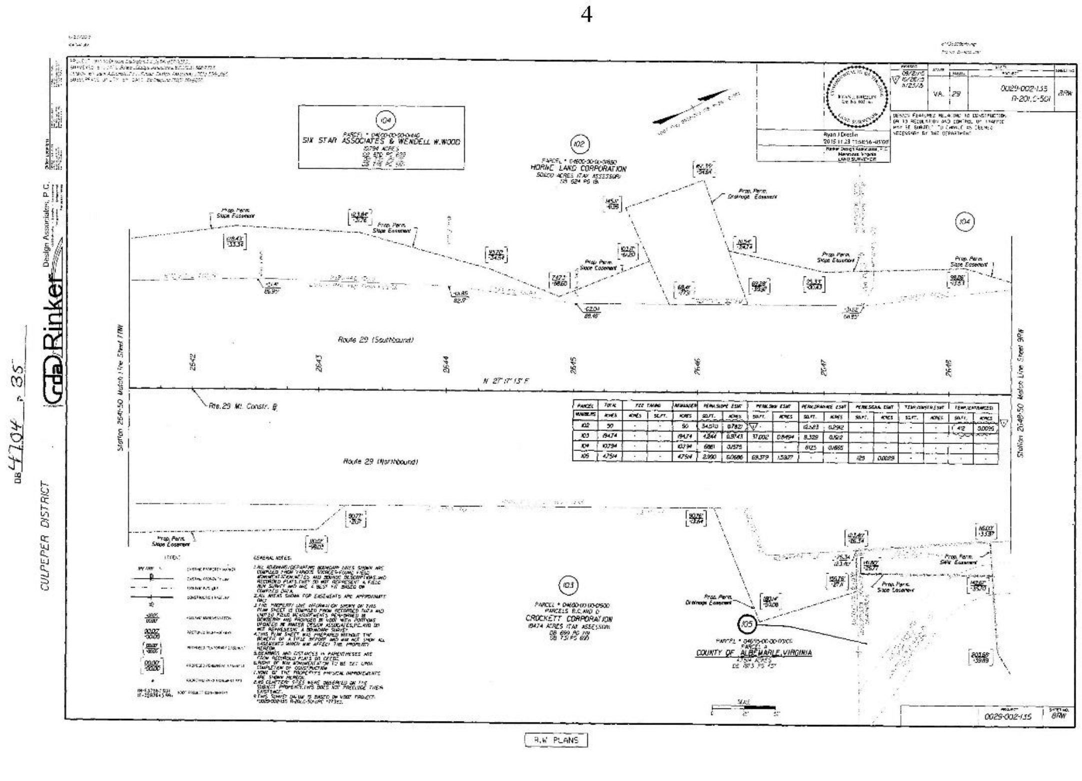
7.) The consideration hereinabove mentioned represents the value of all estates or interests in such land and the damage to the remaining property, if any, and is in lieu of any and all Claims (subject to the terms of Paragraph 4, above) for compensation and damages by reason of the location, construction and maintenance of the highway including such drainage facilities within the fee and easement acquisition areas as may be described in the Certificate.

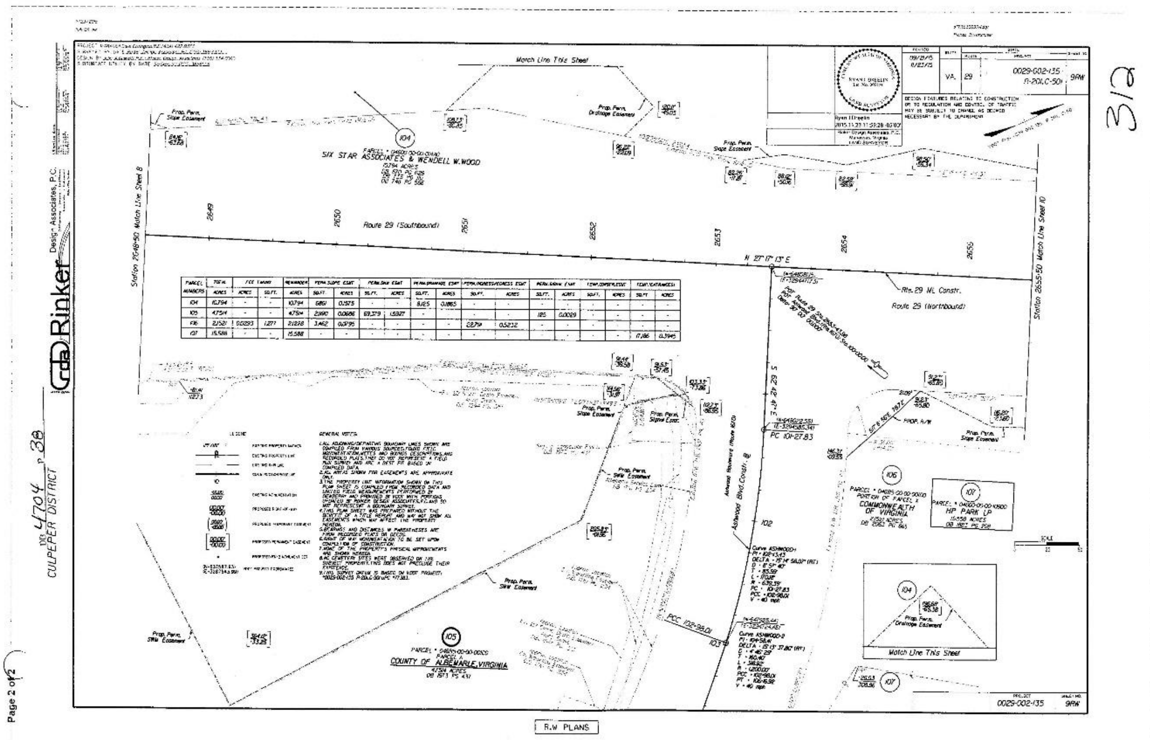
8.) The **GRANTOR** agrees to accept its legally proportionate share (if there be such apportionment) of such total consideration for the interests and rights in the land. If the settlement funds described in paragraph 2 of this Agreement are subject to any liens pursuant to Section 33.2-1021 of the Virginia Code (1950), as amended, the **GRANTOR** shall be responsible for securing and recording a proper instrument in the Clerk's Office of the Circuit Court where the Certificate was recorded releasing such liens prior to the funds being distributed, or, in the alternative, securing the endorsement of each such lienholder to the Final Order in this case releasing their respective liens on such funds. Notwithstanding any provision to the contrary, and in addition to the compensation stated above, the **GRANTEE** will pay the cost, if any, of recording such instrument releasing said liens.

9.) The parties hereto agree that the total consideration set forth above shall be reduced to the extent of any payment previously made pursuant to the provisions of Section 33.2-1023 of the Code of Virginia 1950, as amended, if any.

10.) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

WITNESS the following signatures and seals:

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PARCEL * 04600-00-00-04400
SIX STAR ASSOCIATES & WENDELL W.WOOD
Route 29 (Southbound)
Rte.29 NL Constr.
Route 29 (Northbound)
COMMONWEALTH OF VIRGINIA
HP PARK LP
COUNTY OF ALBEMARLE,VIRGINIA
Prop. Perm. Slope Easement
Prop. Perm. Drainage Easement
LEGEND
GENERAL NOTES
R/W PLANS
0029-002-135
Rinker Design Associates, P.C.
Page 2 of 2

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RW-38
Revised 02/16
UPC 106137
PARCEL NO. 223

THIS AGREEMENT, dated September 28, 2016, between the County of Albemarle, Virginia, **GRANTOR**, and the COMMONWEALTH OF VIRGINIA, acting by and through the Commissioner of Highways, **GRANTEE,**

WITNESSETH:

WHEREAS, in connection with State Highway Route 1403 Project 9999-002-900, R201, in the County of Albemarle, Virginia ("Project"), the **GRANTEE**, in accordance with the provisions of Title 33.2, Chapter 10 of the Code of Virginia of 1950, as amended, has lodged with the Clerk of the Circuit Court of Albemarle County, Virginia, Certificate Number C-716005, in the amount of $12,100.00, for the benefit of the **GRANTOR**; and

WHEREAS, the **GRANTEE** has appointed the law firm of St. John, Bowling, Lawrence & Quagliana, LLP, as its attorney to institute condemnation proceedings for the purpose of determining the amount to be paid for the land, or interest therein, as described in the Certificate aforesaid, and damages to the remaining lands, if any, of the **GRANTOR**; and

WHEREAS, the **GRANTEE** has not yet filed a Petition In Condemnation in the Circuit Court of Albemarle County; and

WHEREAS, the parties have now agreed upon the following amount of just compensation for the land or interests therein and damages to the remainder, if any, and for all other claims and demands by the **GRANTOR** against the **GRANTEE** arising out of the filing of the Certificate, the Petition In Condemnation, and the conveyance of the property.

NOW THEREFORE, in consideration of the recitations above which are made a part of this Agreement, the parties agree as follows:

1.) All issues between the **GRANTEE** and the **GRANTOR** as described herein, including but not limited to just compensation, public use, public necessity, lost profits and lost access, the **GRANTEE'S** bona fide but ineffectual effort to purchase the property prior to the filing of the Certificate, and all other statutory prerequisites to condemnation are hereby settled and forever resolved and the pending condemnation proceeding will be dismissed in accordance with Section 33.2-1027 of the Virginia Code (1950), as amended. The recitals set forth above are hereby incorporated herein as if repeated in full and are true in all respects.

2.) **GRANTEE** has offered and the **GRANTOR** has accepted consideration in the amount of $12,100.00 as total just compensation for the acquisition of all of the property identified and described in the Certificate, and satisfaction of all Claims (as defined below) including but not limited to Claims arising out of the filing of the Certificate, the filing of the Petition In Condemnation, any physical invasion or physical damage to the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate which the **GRANTOR** has actual knowledge of or should have knowledge of based upon a reasonable inquiry, as of the date of this Agreement, and/or the conveyance of said property to **GRANTEE** pursuant to Virginia Code Section 33.2-1001, as well as all Claims for lost profits and/or lost access, and all Claims under the Rules of the Virginia Supreme Court related to the taking of said property. Said amount is inclusive of the amount deposited under the Certificate. In addition, **GRANTOR** accepts such just compensation in full, final and unconditional settlement and release of any and all claims, demands, remedies, damages and liability in the manner and to the extent as set forth below. **GRANTOR** agrees to provide **GRANTEE'S** counsel with properly executed tax information forms (Virginia Department of Accounts Substitute W-9 Form) contemporaneously with delivery of this properly executed Agreement.

3.) Other than interest on funds being held by the Clerk of the Circuit Court, if any, **GRANTOR** hereby waives and relinquishes all rights, claims, demands, remedies, damages, costs, interest, expert fees, attorney fees, and liability, including claims against **GRANTEE**, **GRANTEE'S**

agents and contractors, and any utility company or agent or contractor of such utility company involved in the construction work of the Project and any other parties acting under the color of the Certificate, (collectively referred to as "Claims"), that **GRANTOR** may have arising out of or related to the filing of the Certificate, the filing of the Petition In Condemnation, the acquisition of the property and property rights described in the Certificate, any physical invasion or physical damage of the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate of which the **GRANTOR** has actual knowledge or should have knowledge of based upon a reasonable inquiry, as of the date of this Agreement, and/or the conveyance of said property to **GRANTEE** pursuant to Virginia Code Section 33.2-1001, *et seq.*as well as all Claims for lost profits and/or lost access and all Claims under the Rules of the Virginia Supreme Court relating to the taking of said property.

4.) Notwithstanding any provision to the contrary, **GRANTOR'S** settlement in paragraph two (2) and waiver in paragraph three (3) does not apply to any unlawful interference with access caused by something other than the rights conveyed in the Certificate and/or Petition, any physical invasion of or physical damage to the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate of which the **GRANTOR** has no actual knowledge nor should have no knowledge of based upon a reasonable inquiry, as of the date of this Agreement. **GRANTOR** hereby represents and warrants that, as of the date of this Agreement, it is unaware of (a) any unlawful interference with access caused by something other than the rights conveyed in the Certificate and/or Petitioner, (b) any physical invasion of any property outside the fee or easement area described in the Certificate and (c) any physical damage caused by **GRANTEE**, its agents or contractors to **GRANTOR'S** remaining property. Nothing in this paragraph shall be read to exclude any other lawful claims that the **GRANTOR** may otherwise possess and which are not otherwise waived in this Agreement.

5.) As part of the consideration for this Agreement, **GRANTOR** warrants and represents that since the recordation of the aforesaid Certificate and continuing to the date of this Agreement,

there has been no sale or contract for sale of the land or interest therein or any part thereof between the **GRANTOR** and any third party.

6.) There have been no other promises, consideration or representations made which are not set forth in this Agreement.

7.) The consideration hereinabove mentioned represents the value of all estates or interests in such land and the damage to the remaining property, if any, and is in lieu of any and all Claims (subject to the terms of Paragraph 4, above) for compensation and damages by reason of the location, construction and maintenance of the highway including such drainage facilities within the fee and easement acquisition areas as may be described in the Certificate.

8.) The **GRANTOR** agrees to accept its legally proportionate share (if there be such apportionment) of such total consideration for the interests and rights in the land. If the settlement funds described in paragraph 2 of this Agreement are subject to any liens pursuant to Section 33.2-1021 of the Virginia Code (1950), as amended, the **GRANTOR** shall be responsible for securing and recording a proper instrument in the Clerk's Office of the Circuit Court where the Certificate was recorded releasing such liens prior to the funds being distributed, or, in the alternative, securing the endorsement of each such lienholder to the Final Order in this case releasing their respective liens on such funds. Notwithstanding any provision to the contrary, and in addition to the compensation stated above, the **GRANTEE** will pay the cost, if any, of recording such instrument releasing said liens.

9.) The parties hereto agree that the total consideration set forth above shall be reduced to the extent of any payment previously made pursuant to the provisions of Section 33.2-1023 of the Code of Virginia 1950, as amended, if any.

10.) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

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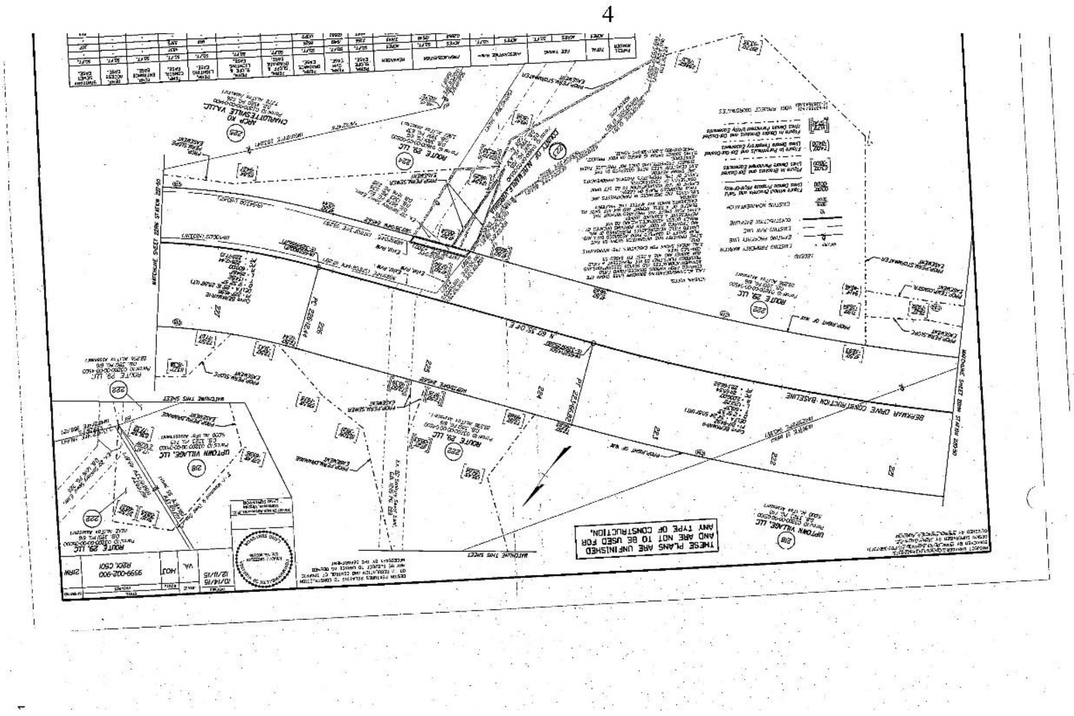

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RW-38
Revised 02/16
UPC 60233
PARCEL NO. 002

THIS AGREEMENT, dated September 29, 2016, between the County of Albemarle, Virginia, **GRANTOR**, and the COMMONWEALTH OF VIRGINIA, acting by and through the Commissioner of Highways, **GRANTEE,**

WITNESSETH:

WHEREAS, in connection with Hillsdale Extension Project U000-104-119, R201, in the County of Albemarle, Virginia ("Project"), the **GRANTEE**, in accordance with the provisions of Title 33.2, Chapter 10 of the Code of Virginia of 1950, as amended, has lodged with the Clerk of the Circuit Court of Albemarle County, Virginia, Certificate Number C-716021, in the amount of $10,797.00, for the benefit of the **GRANTOR**; and

WHEREAS, the **GRANTEE** has appointed the law firm of St. John, Bowling, Lawrence & Quagliana, LLP, as its attorney to institute condemnation proceedings for the purpose of determining the amount to be paid for the land, or interest therein, as described in the Certificate aforesaid, and damages to the remaining lands, if any, of the **GRANTOR**; and

WHEREAS, the **GRANTEE** has not yet filed a Petition In Condemnation in the Circuit Court of Albemarle County; and

WHEREAS, the parties have now agreed upon the following amount of just compensation for the land or interests therein and damages to the remainder, if any, and for all other claims and demands by the **GRANTOR** against the **GRANTEE** arising out of the filing of the Certificate, the Petition In Condemnation, and the conveyance of the property.

NOW THEREFORE, in consideration of the recitations above which are made a part of this Agreement, the parties agree as follows:

1.) All issues between the **GRANTEE** and the **GRANTOR** as described herein, including but not limited to just compensation, public use, public necessity, lost profits and lost access, the **GRANTEE'S** bona fide but ineffectual effort to purchase the property prior to the filing of the Certificate, and all other statutory prerequisites to condemnation are hereby settled and forever resolved and the pending condemnation proceeding will be dismissed in accordance with Section 33.2-1027 of the Virginia Code (1950), as amended. The recitals set forth above are hereby incorporated herein as if repeated in full and are true in all respects.

2.) **GRANTEE** has offered and the **GRANTOR** has accepted consideration in the amount of $10,797.00 as total just compensation for the acquisition of all of the property identified and described in the Certificate, and satisfaction of all Claims (as defined below) including but not limited to Claims arising out of the filing of the Certificate, the filing of the Petition In Condemnation, any physical invasion or physical damage to the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate which the **GRANTOR** has actual knowledge of or should have knowledge of based upon a reasonable inquiry, as of the date of this Agreement, and/or the conveyance of said property to **GRANTEE** pursuant to Virginia Code Section 33.2-1001, as well as all Claims for lost profits and/or lost access, and all Claims under the Rules of the Virginia Supreme Court related to the taking of said property. Said amount is inclusive of the amount deposited under the Certificate. In addition, **GRANTOR** accepts such just compensation in full, final and unconditional settlement and release of any and all claims, demands, remedies, damages and liability in the manner and to the extent as set forth below. **GRANTOR** agrees to provide **GRANTEE'S** counsel with properly executed tax information forms (Virginia Department of Accounts Substitute W-9 Form) contemporaneously with delivery of this properly executed Agreement.

3.) Other than interest on funds being held by the Clerk of the Circuit Court, if any, **GRANTOR** hereby waives and relinquishes all rights, claims, demands, remedies, damages, costs, interest, expert fees, attorney fees, and liability, including claims against **GRANTEE, GRANTEE'S**

agents and contractors, and any utility company or agent or contractor of such utility company involved in the construction work of the Project and any other parties acting under the color of the Certificate, (collectively referred to as "Claims"), that **GRANTOR** may have arising out of or related to the filing of the Certificate, the filing of the Petition In Condemnation, the acquisition of the property and property rights described in the Certificate, any physical invasion or physical damage of the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate of which the **GRANTOR** has actual knowledge or should have knowledge of based upon a reasonable inquiry, as of the date of this Agreement, and/or the conveyance of said property to **GRANTEE** pursuant to Virginia Code Section 33.2-1001, *et seq.*as well as all Claims for lost profits and/or lost access and all Claims under the Rules of the Virginia Supreme Court relating to the taking of said property.

4.) Notwithstanding any provision to the contrary, **GRANTOR'S** settlement in paragraph two (2) and waiver in paragraph three (3) does not apply to any unlawful interference with access caused by something other than the rights conveyed in the Certificate and/or Petition, any physical invasion of or physical damage to the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate of which the **GRANTOR** has no actual knowledge nor should have no knowledge of based upon a reasonable inquiry, as of the date of this Agreement. **GRANTOR** hereby represents and warrants that, as of the date of this Agreement, it is unaware of (a) any unlawful interference with access caused by something other than the rights conveyed in the Certificate and/or Petitioner, (b) any physical invasion of any property outside the fee or easement area described in the Certificate and (c) any physical damage caused by **GRANTEE**, its agents or contractors to **GRANTOR'S** remaining property. Nothing in this paragraph shall be read to exclude any other lawful claims that the **GRANTOR** may otherwise possess and which are not otherwise waived in this Agreement.

5.) As part of the consideration for this Agreement, **GRANTOR** warrants and represents that since the recordation of the aforesaid Certificate and continuing to the date of this Agreement,

there has been no sale or contract for sale of the land or interest therein or any part thereof between the **GRANTOR** and any third party.

6.) There have been no other promises, consideration or representations made which are not set forth in this Agreement.

7.) The consideration hereinabove mentioned represents the value of all estates or interests in such land and the damage to the remaining property, if any, and is in lieu of any and all Claims (subject to the terms of Paragraph 4, above) for compensation and damages by reason of the location, construction and maintenance of the highway including such drainage facilities within the fee and easement acquisition areas as may be described in the Certificate.

8.) The **GRANTOR** agrees to accept its legally proportionate share (if there be such apportionment) of such total consideration for the interests and rights in the land. If the settlement funds described in paragraph 2 of this Agreement are subject to any liens pursuant to Section 33.2-1021 of the Virginia Code (1950), as amended, the **GRANTOR** shall be responsible for securing and recording a proper instrument in the Clerk's Office of the Circuit Court where the Certificate was recorded releasing such liens prior to the funds being distributed, or, in the alternative, securing the endorsement of each such lienholder to the Final Order in this case releasing their respective liens on such funds. Notwithstanding any provision to the contrary, and in addition to the compensation stated above, the **GRANTEE** will pay the cost, if any, of recording such instrument releasing said liens.

9.) The parties hereto agree that the total consideration set forth above shall be reduced to the extent of any payment previously made pursuant to the provisions of Section 33.2-1023 of the Code of Virginia 1950, as amended, if any.

10.) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

WITNESS the following signatures and seals:

THE COUNTY OF ALBEMARLE, VIRGINIA

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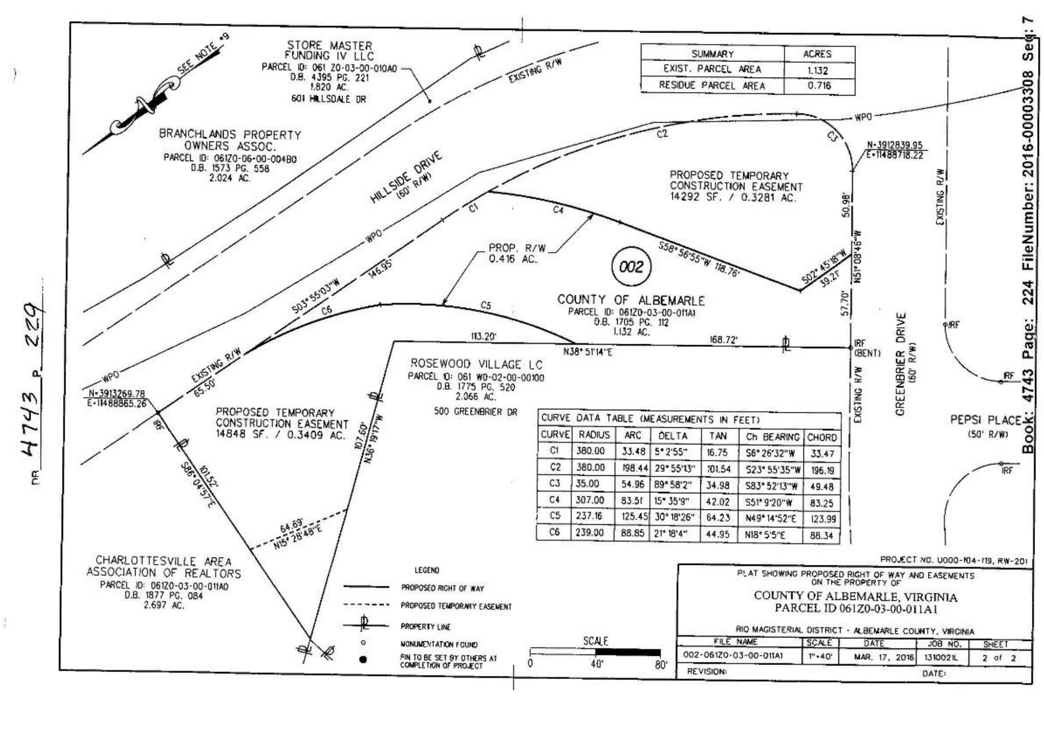

SUMMARY	ACRES
EXIST. PARCEL AREA	1.132
RESIDUE PARCEL AREA	0.716

CURVE DATA TABLE (MEASUREMENTS IN FEET)

CURVE	RADIUS	ARC	DELTA	TAN	Ch BEARING	CHORD
C1	380.00	33.48	5° 2'55"	16.75	S6° 26'32"W	33.47
C2	380.00	198.44	29° 55'13"	101.54	S23° 55'35"W	196.19
C3	35.00	54.96	89° 58'2"	34.98	S83° 52'13"W	49.48
C4	307.00	83.51	15° 35'9"	42.02	S51° 9'20"W	83.25
C5	237.16	125.45	30° 18'26"	64.23	N49° 14'52"E	123.99
C6	239.00	88.85	21° 18'4"	44.95	N18° 5'5"E	88.34

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RW-38
Revised 02/16
UPC 77383
PARCEL NO. 130

THIS AGREEMENT, dated September 28, 2016, between the County of Albemarle, Virginia, **GRANTOR**, and the COMMONWEALTH OF VIRGINIA, acting by and through the Commissioner of Highways, **GRANTEE,**

WITNESSETH:

WHEREAS, in connection with State Highway Route 29 Project 0029-002-135, RW-201, in the County of Albemarle, Virginia ("Project"), the **GRANTEE**, in accordance with the provisions of Title 33.2, Chapter 10 of the Code of Virginia of 1950, as amended, has lodged with the Clerk of the Circuit Court of Albemarle County, Virginia, Certificate Number C-715076, in the amount of $9,980.00, for the benefit of the **GRANTOR**; and

WHEREAS, the **GRANTEE** has appointed the law firm of St. John, Bowling, Lawrence & Quagliana, LLP, as its attorney to institute condemnation proceedings for the purpose of determining the amount to be paid for the land, or interest therein, as described in the Certificate aforesaid, and damages to the remaining lands, if any, of the **GRANTOR**; and

WHEREAS, the **GRANTEE** has not yet filed a Petition In Condemnation in the Circuit Court of Albemarle County; and

WHEREAS, the parties have now agreed upon the following amount of just compensation for the land or interests therein and damages to the remainder, if any, and for all other claims and demands by the **GRANTOR** against the **GRANTEE** arising out of the filing of the Certificate, the Petition In Condemnation, and the conveyance of the property.

NOW THEREFORE, in consideration of the recitations above which are made a part of this Agreement, the parties agree as follows:

1.) All issues between the **GRANTEE** and the **GRANTOR** as described herein, including but not limited to just compensation, public use, public necessity, lost profits and lost access, the **GRANTEE'S** bona fide but ineffectual effort to purchase the property prior to the filing of the Certificate, and all other statutory prerequisites to condemnation are hereby settled and forever resolved and the pending condemnation proceeding will be dismissed in accordance with Section 33.2-1027 of the Virginia Code (1950), as amended. The recitals set forth above are hereby incorporated herein as if repeated in full and are true in all respects.

2.) **GRANTEE** has offered and the **GRANTOR** has accepted consideration in the amount of $9,980.00 as total just compensation for the acquisition of all of the property identified and described in the Certificate, and satisfaction of all Claims (as defined below) including but not limited to Claims arising out of the filing of the Certificate, the filing of the Petition In Condemnation, any physical invasion or physical damage to the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate which the **GRANTOR** has actual knowledge of or should have knowledge of based upon a reasonable inquiry, as of the date of this Agreement, and/or the conveyance of said property to **GRANTEE** pursuant to Virginia Code Section 33.2-1001, as well as all Claims for lost profits and/or lost access, and all Claims under the Rules of the Virginia Supreme Court related to the taking of said property. Said amount is inclusive of the amount deposited under the Certificate. In addition, **GRANTOR** accepts such just compensation in full, final and unconditional settlement and release of any and all claims, demands, remedies, damages and liability in the manner and to the extent as set forth below. **GRANTOR** agrees to provide **GRANTEE'S** counsel with properly executed tax information forms (Virginia Department of Accounts Substitute W-9 Form) contemporaneously with delivery of this properly executed Agreement.

3.) Other than interest on funds being held by the Clerk of the Circuit Court, if any, **GRANTOR** hereby waives and relinquishes all rights, claims, demands, remedies, damages, costs, interest, expert fees, attorney fees, and liability, including claims against **GRANTEE**, **GRANTEE'S**

agents and contractors, and any utility company or agent or contractor of such utility company involved in the construction work of the Project and any other parties acting under the color of the Certificate, (collectively referred to as "Claims"), that **GRANTOR** may have arising out of or related to the filing of the Certificate, the filing of the Petition In Condemnation, the acquisition of the property and property rights described in the Certificate, any physical invasion or physical damage of the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate of which the **GRANTOR** has actual knowledge or should have knowledge of based upon a reasonable inquiry, as of the date of this Agreement, and/or the conveyance of said property to **GRANTEE** pursuant to Virginia Code Section 33.2-1001, *et seq.*as well as all Claims for lost profits and/or lost access and all Claims under the Rules of the Virginia Supreme Court relating to the taking of said property.

4.) Notwithstanding any provision to the contrary, **GRANTOR'S** settlement in paragraph two (2) and waiver in paragraph three (3) does not apply to any unlawful interference with access caused by something other than the rights conveyed in the Certificate and/or Petition, any physical invasion of or physical damage to the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate of which the **GRANTOR** has no actual knowledge nor should have no knowledge of based upon a reasonable inquiry, as of the date of this Agreement. **GRANTOR** hereby represents and warrants that, as of the date of this Agreement, it is unaware of (a) any unlawful interference with access caused by something other than the rights conveyed in the Certificate and/or Petitioner, (b) any physical invasion of any property outside the fee or easement area described in the Certificate and (c) any physical damage caused by **GRANTEE**, its agents or contractors to **GRANTOR'S** remaining property. Nothing in this paragraph shall be read to exclude any other lawful claims that the **GRANTOR** may otherwise possess and which are not otherwise waived in this Agreement.

5.) As part of the consideration for this Agreement, **GRANTOR** warrants and represents that since the recordation of the aforesaid Certificate and continuing to the date of this Agreement,

there has been no sale or contract for sale of the land or interest therein or any part thereof between the **GRANTOR** and any third party.

6.) There have been no other promises, consideration or representations made which are not set forth in this Agreement.

7.) The consideration hereinabove mentioned represents the value of all estates or interests in such land and the damage to the remaining property, if any, and is in lieu of any and all Claims (subject to the terms of Paragraph 4, above) for compensation and damages by reason of the location, construction and maintenance of the highway including such drainage facilities within the fee and easement acquisition areas as may be described in the Certificate.

8.) The **GRANTOR** agrees to accept its legally proportionate share (if there be such apportionment) of such total consideration for the interests and rights in the land. If the settlement funds described in paragraph 2 of this Agreement are subject to any liens pursuant to Section 33.2-1021 of the Virginia Code (1950), as amended, the **GRANTOR** shall be responsible for securing and recording a proper instrument in the Clerk's Office of the Circuit Court where the Certificate was recorded releasing such liens prior to the funds being distributed, or, in the alternative, securing the endorsement of each such lienholder to the Final Order in this case releasing their respective liens on such funds. Notwithstanding any provision to the contrary, and in addition to the compensation stated above, the **GRANTEE** will pay the cost, if any, of recording such instrument releasing said liens.

9.) The parties hereto agree that the total consideration set forth above shall be reduced to the extent of any payment previously made pursuant to the provisions of Section 33.2-1023 of the Code of Virginia 1950, as amended, if any.

10.) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

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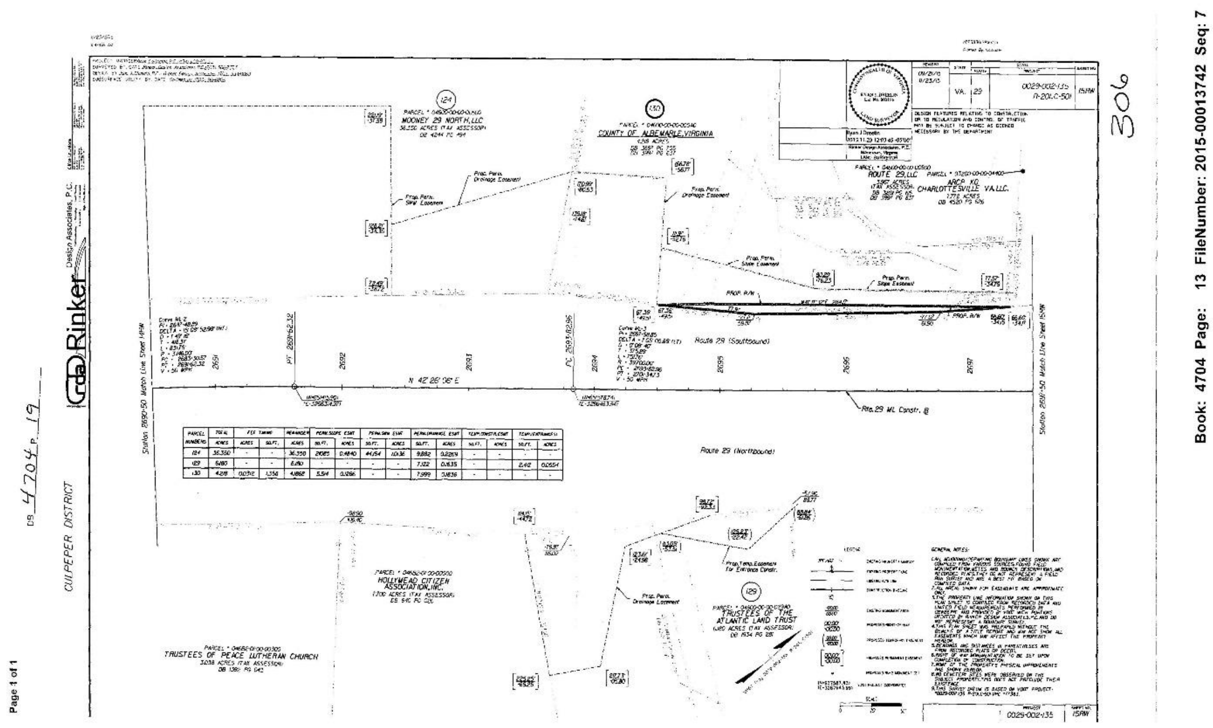

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RW-38
Revised 02/16
UPC 77383
PARCEL NO. 132

THIS AGREEMENT, dated September 28, 2016, between the County of Albemarle, Virginia, **GRANTOR**, and the COMMONWEALTH OF VIRGINIA, acting by and through the Commissioner of Highways, **GRANTEE,**

WITNESSETH:

WHEREAS, in connection with State Highway Route 29 Project 0029-002-135, RW-201, in the County of Albemarle, Virginia ("Project"), the **GRANTEE**, in accordance with the provisions of Title 33.2, Chapter 10 of the Code of Virginia of 1950, as amended, has lodged with the Clerk of the Circuit Court of Albemarle County, Virginia, Certificate Number C-715077, in the amount of $3,790.00, for the benefit of the **GRANTOR**; and

WHEREAS, the **GRANTEE** has appointed the law firm of St. John, Bowling, Lawrence & Quagliana, LLP, as its attorney to institute condemnation proceedings for the purpose of determining the amount to be paid for the land, or interest therein, as described in the Certificate aforesaid, and damages to the remaining lands, if any, of the **GRANTOR**; and

WHEREAS, the **GRANTEE** has not yet filed a Petition In Condemnation in the Circuit Court of Albemarle County; and

WHEREAS, the parties have now agreed upon the following amount of just compensation for the land or interests therein and damages to the remainder, if any, and for all other claims and demands by the **GRANTOR** against the **GRANTEE** arising out of the filing of the Certificate, the Petition In Condemnation, and the conveyance of the property.

NOW THEREFORE, in consideration of the recitations above which are made a part of this Agreement, the parties agree as follows:

1.) All issues between the **GRANTEE** and the **GRANTOR** as described herein, including but not limited to just compensation, public use, public necessity, lost profits and lost access, the **GRANTEE'S** bona fide but ineffectual effort to purchase the property prior to the filing of the Certificate, and all other statutory prerequisites to condemnation are hereby settled and forever resolved and the pending condemnation proceeding will be dismissed in accordance with Section 33.2-1027 of the Virginia Code (1950), as amended. The recitals set forth above are hereby incorporated herein as if repeated in full and are true in all respects.

2.) **GRANTEE** has offered and the **GRANTOR** has accepted consideration in the amount of $3,790.00 as total just compensation for the acquisition of all of the property identified and described in the Certificate, and satisfaction of all Claims (as defined below) including but not limited to Claims arising out of the filing of the Certificate, the filing of the Petition In Condemnation, any physical invasion or physical damage to the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate which the **GRANTOR** has actual knowledge of or should have knowledge of based upon a reasonable inquiry, as of the date of this Agreement, and/or the conveyance of said property to **GRANTEE** pursuant to Virginia Code Section 33.2-1001, as well as all Claims for lost profits and/or lost access, and all Claims under the Rules of the Virginia Supreme Court related to the taking of said property. Said amount is inclusive of the amount deposited under the Certificate. In addition, **GRANTOR** accepts such just compensation in full, final and unconditional settlement and release of any and all claims, demands, remedies, damages and liability in the manner and to the extent as set forth below. **GRANTOR** agrees to provide **GRANTEE'S** counsel with properly executed tax information forms (Virginia Department of Accounts Substitute W-9 Form) contemporaneously with delivery of this properly executed Agreement.

3.) Other than interest on funds being held by the Clerk of the Circuit Court, if any, **GRANTOR** hereby waives and relinquishes all rights, claims, demands, remedies, damages, costs, interest, expert fees, attorney fees, and liability, including claims against **GRANTEE**, **GRANTEE'S**

agents and contractors, and any utility company or agent or contractor of such utility company involved in the construction work of the Project and any other parties acting under the color of the Certificate, (collectively referred to as "Claims"), that **GRANTOR** may have arising out of or related to the filing of the Certificate, the filing of the Petition In Condemnation, the acquisition of the property and property rights described in the Certificate, any physical invasion or physical damage of the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate of which the **GRANTOR** has actual knowledge or should have knowledge of based upon a reasonable inquiry, as of the date of this Agreement, and/or the conveyance of said property to **GRANTEE** pursuant to Virginia Code Section 33.2-1001, *et seq.*as well as all Claims for lost profits and/or lost access and all Claims under the Rules of the Virginia Supreme Court relating to the taking of said property.

4.) Notwithstanding any provision to the contrary, **GRANTOR'S** settlement in paragraph two (2) and waiver in paragraph three (3) does not apply to any unlawful interference with access caused by something other than the rights conveyed in the Certificate and/or Petition, any physical invasion of or physical damage to the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate of which the **GRANTOR** has no actual knowledge nor should have no knowledge of based upon a reasonable inquiry, as of the date of this Agreement. **GRANTOR** hereby represents and warrants that, as of the date of this Agreement, it is unaware of (a) any unlawful interference with access caused by something other than the rights conveyed in the Certificate and/or Petitioner, (b) any physical invasion of any property outside the fee or easement area described in the Certificate and (c) any physical damage caused by **GRANTEE**, its agents or contractors to **GRANTOR'S** remaining property. Nothing in this paragraph shall be read to exclude any other lawful claims that the **GRANTOR** may otherwise possess and which are not otherwise waived in this Agreement.

5.) As part of the consideration for this Agreement, **GRANTOR** warrants and represents that since the recordation of the aforesaid Certificate and continuing to the date of this Agreement,

there has been no sale or contract for sale of the land or interest therein or any part thereof between the **GRANTOR** and any third party.

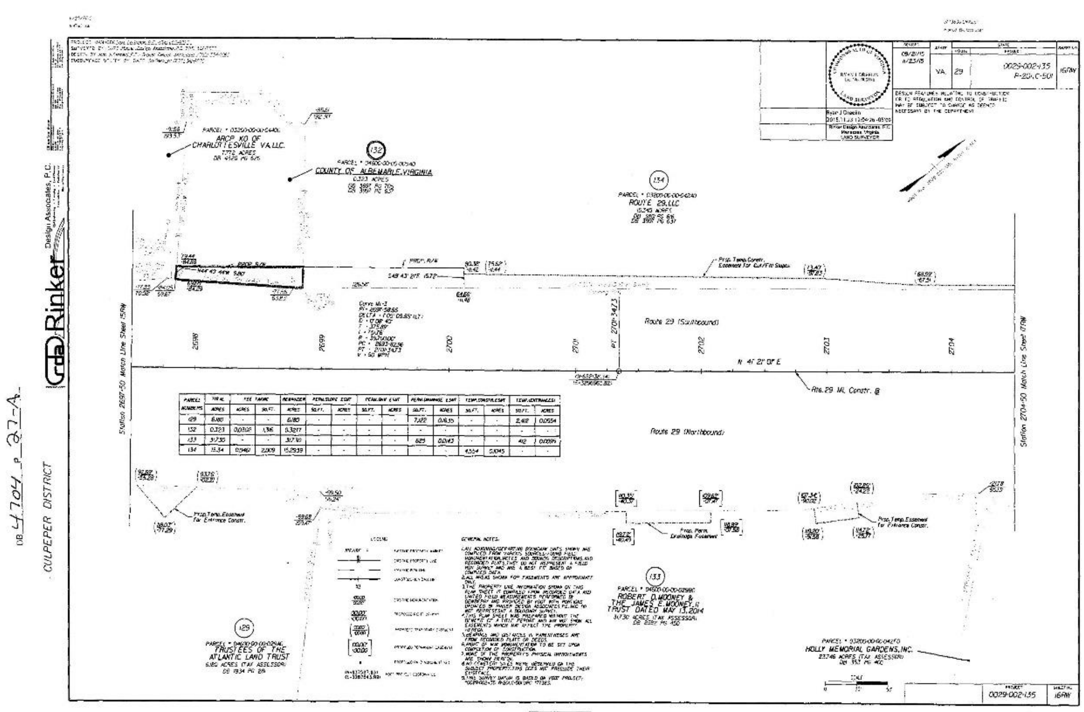
6.) There have been no other promises, consideration or representations made which are not set forth in this Agreement.

7.) The consideration hereinabove mentioned represents the value of all estates or interests in such land and the damage to the remaining property, if any, and is in lieu of any and all Claims (subject to the terms of Paragraph 4, above) for compensation and damages by reason of the location, construction and maintenance of the highway including such drainage facilities within the fee and easement acquisition areas as may be described in the Certificate.

8.) The **GRANTOR** agrees to accept its legally proportionate share (if there be such apportionment) of such total consideration for the interests and rights in the land. If the settlement funds described in paragraph 2 of this Agreement are subject to any liens pursuant to Section 33.2-1021 of the Virginia Code (1950), as amended, the **GRANTOR** shall be responsible for securing and recording a proper instrument in the Clerk's Office of the Circuit Court where the Certificate was recorded releasing such liens prior to the funds being distributed, or, in the alternative, securing the endorsement of each such lienholder to the Final Order in this case releasing their respective liens on such funds. Notwithstanding any provision to the contrary, and in addition to the compensation stated above, the **GRANTEE** will pay the cost, if any, of recording such instrument releasing said liens.

9.) The parties hereto agree that the total consideration set forth above shall be reduced to the extent of any payment previously made pursuant to the provisions of Section 33.2-1023 of the Code of Virginia 1950, as amended, if any.

10.) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.



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RW-38
Revised 02/16
UPC 106136
PARCEL NO. 115

THIS AGREEMENT, dated September 29, 2016, between the County of Albemarle, Virginia, **GRANTOR**, and the COMMONWEALTH OF VIRGINIA, acting by and through the Commissioner of Highways, **GRANTEE,**

WITNESSETH:

WHEREAS, in connection with State Highway Route 29 Project 0029-002-901, RW-201, in the County of Albemarle, Virginia ("Project"), the **GRANTEE**, in accordance with the provisions of Title 33.2, Chapter 10 of the Code of Virginia of 1950, as amended, has lodged with the Clerk of the Circuit Court of Albemarle County, Virginia, Certificate Number C-715057, in the amount of $1,700.00, for the benefit of the **GRANTOR**; and

WHEREAS, the **GRANTEE** has appointed the law firm of St. John, Bowling, Lawrence & Quagliana, LLP, as its attorney to institute condemnation proceedings for the purpose of determining the amount to be paid for the land, or interest therein, as described in the Certificate aforesaid, and damages to the remaining lands, if any, of the **GRANTOR**; and

WHEREAS, the **GRANTEE** has not yet filed a Petition In Condemnation in the Circuit Court of Albemarle County; and

WHEREAS, the parties have now agreed upon the following amount of just compensation for the land or interests therein and damages to the remainder, if any, and for all other claims and demands by the **GRANTOR** against the **GRANTEE** arising out of the filing of the Certificate, the Petition In Condemnation, and the conveyance of the property.

NOW THEREFORE, in consideration of the recitations above which are made a part of this Agreement, the parties agree as follows:

1.) All issues between the **GRANTEE** and the **GRANTOR** as described herein, including but not limited to just compensation, public use, public necessity, lost profits and lost access, the **GRANTEE'S** bona fide but ineffectual effort to purchase the property prior to the filing of the Certificate, and all other statutory prerequisites to condemnation are hereby settled and forever resolved and the pending condemnation proceeding will be dismissed in accordance with Section 33.2-1027 of the Virginia Code (1950), as amended. The recitals set forth above are hereby incorporated herein as if repeated in full and are true in all respects.

2.) **GRANTEE** has offered and the **GRANTOR** has accepted consideration in the amount of $1,700.00 as total just compensation for the acquisition of all of the property identified and described in the Certificate, and satisfaction of all Claims (as defined below) including but not limited to Claims arising out of the filing of the Certificate, the filing of the Petition In Condemnation, any physical invasion or physical damage to the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate which the **GRANTOR** has actual knowledge of or should have knowledge of based upon a reasonable inquiry, as of the date of this Agreement, and/or the conveyance of said property to **GRANTEE** pursuant to Virginia Code Section 33.2-1001, as well as all Claims for lost profits and/or lost access, and all Claims under the Rules of the Virginia Supreme Court related to the taking of said property. Said amount is inclusive of the amount deposited under the Certificate. In addition, **GRANTOR** accepts such just compensation in full, final and unconditional settlement and release of any and all claims, demands, remedies, damages and liability in the manner and to the extent as set forth below. **GRANTOR** agrees to provide **GRANTEE'S** counsel with properly executed tax information forms (Virginia Department of Accounts Substitute W-9 Form) contemporaneously with delivery of this properly executed Agreement.

3.) Other than interest on funds being held by the Clerk of the Circuit Court, if any, **GRANTOR** hereby waives and relinquishes all rights, claims, demands, remedies, damages, costs, interest, expert fees, attorney fees, and liability, including claims against **GRANTEE**, **GRANTEE'S**

agents and contractors, and any utility company or agent or contractor of such utility company involved in the construction work of the Project and any other parties acting under the color of the Certificate, (collectively referred to as "Claims"), that **GRANTOR** may have arising out of or related to the filing of the Certificate, the filing of the Petition In Condemnation, the acquisition of the property and property rights described in the Certificate, any physical invasion or physical damage of the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate of which the **GRANTOR** has actual knowledge or should have knowledge of based upon a reasonable inquiry, as of the date of this Agreement, and/or the conveyance of said property to **GRANTEE** pursuant to Virginia Code Section 33.2-1001, *et seq.*as well as all Claims for lost profits and/or lost access and all Claims under the Rules of the Virginia Supreme Court relating to the taking of said property.

4.) Notwithstanding any provision to the contrary, **GRANTOR'S** settlement in paragraph two (2) and waiver in paragraph three (3) does not apply to any unlawful interference with access caused by something other than the rights conveyed in the Certificate and/or Petition, any physical invasion of or physical damage to the **GRANTOR'S** property outside of the fee or easement areas described in the Certificate of which the **GRANTOR** has no actual knowledge nor should have no knowledge of based upon a reasonable inquiry, as of the date of this Agreement. **GRANTOR** hereby represents and warrants that, as of the date of this Agreement, it is unaware of (a) any unlawful interference with access caused by something other than the rights conveyed in the Certificate and/or Petitioner, (b) any physical invasion of any property outside the fee or easement area described in the Certificate and (c) any physical damage caused by **GRANTEE**, its agents or contractors to **GRANTOR'S** remaining property. Nothing in this paragraph shall be read to exclude any other lawful claims that the **GRANTOR** may otherwise possess and which are not otherwise waived in this Agreement.

5.) As part of the consideration for this Agreement, **GRANTOR** warrants and represents that since the recordation of the aforesaid Certificate and continuing to the date of this Agreement,

there has been no sale or contract for sale of the land or interest therein or any part thereof between the **GRANTOR** and any third party.

6.) There have been no other promises, consideration or representations made which are not set forth in this Agreement.

7.) The consideration hereinabove mentioned represents the value of all estates or interests in such land and the damage to the remaining property, if any, and is in lieu of any and all Claims (subject to the terms of Paragraph 4, above) for compensation and damages by reason of the location, construction and maintenance of the highway including such drainage facilities within the fee and easement acquisition areas as may be described in the Certificate.

8.) The **GRANTOR** agrees to accept its legally proportionate share (if there be such apportionment) of such total consideration for the interests and rights in the land. If the settlement funds described in paragraph 2 of this Agreement are subject to any liens pursuant to Section 33.2-1021 of the Virginia Code (1950), as amended, the **GRANTOR** shall be responsible for securing and recording a proper instrument in the Clerk's Office of the Circuit Court where the Certificate was recorded releasing such liens prior to the funds being distributed, or, in the alternative, securing the endorsement of each such lienholder to the Final Order in this case releasing their respective liens on such funds. Notwithstanding any provision to the contrary, and in addition to the compensation stated above, the **GRANTEE** will pay the cost, if any, of recording such instrument releasing said liens.

9.) The parties hereto agree that the total consideration set forth above shall be reduced to the extent of any payment previously made pursuant to the provisions of Section 33.2-1023 of the Code of Virginia 1950, as amended, if any.

10.) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

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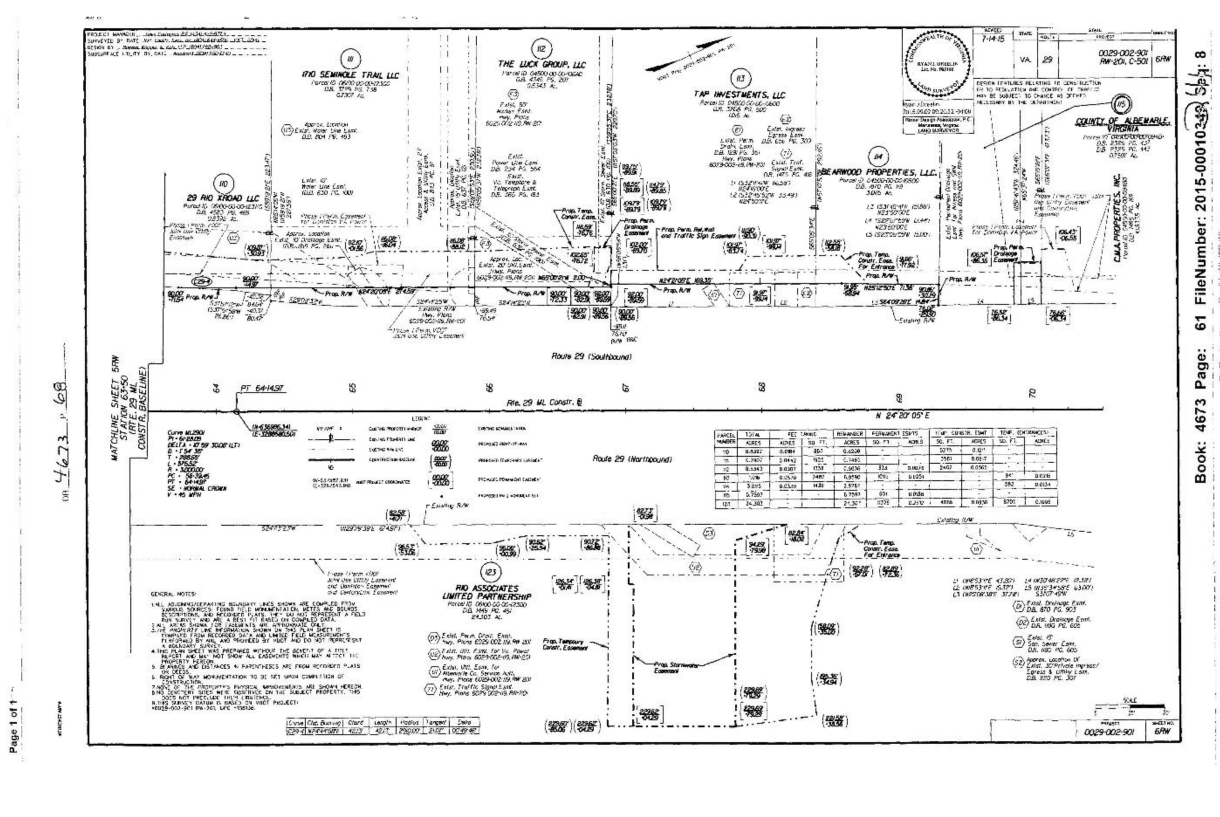

Item No. 9.6. Request for Extension to Establish Permanent Vegetation – RWSA Crozet WTP, North Rivanna WTP, and Scottsville WTP.

The Executive Summary forwarded to the Board states that the Rivanna Water and Sewer Authority (RWSA) is making improvements to its Crozet Water Treatment Plant (WTP) (Project: WPO2014-00008), North Rivanna WTP (Project: WPO2014-00069), and Scottsville WTP (Project: WPO2014-00007). These activities are permitted land disturbances pursuant to the County's Water Protection Ordinance. Pursuant to County Code § 17-808, the permittee is required to obtain Board approval for a land disturbance lasting more than fifteen months (nine months plus a possible six month administrative extension). RWSA has not requested an administrative extension from the expiration of the initial time limits. Given the complexity of the improvements and the necessary sequencing of the projects, RWSA is requesting Board approval of extensions as stated below and noted in Attachment A.

Staff has considered the following criteria in County Code § 17-808(A) in reviewing this request:

- ***Additional time is necessary due to factors beyond the control of the owners***. Staff concurs that the extra time is necessary because of the required sequencing for a complex infrastructure rather than factors in the owner's control.
- ***The owner has made good faith efforts to comply with the time limit***. RWSA has repeatedly shown County staff it is taking all reasonable measures to comply with the time limit.
- ***The owner has plans to effectively control and has effectively controlled erosion and sedimentation on the property during the land disturbing activity.*** Staff notes the owner has been an excellent steward and there are no concerns with RWSA continuing to effectively control erosion and sedimentation.

An extension would necessitate additional County inspections to be conducted during the extension period. However, the RWSA will be subject to permit renewal and inspection fees under the Water Protection Ordinance, which should cover the County's additional costs.

Staff recommends approval of the extension requests for each project as follows:

- WPO2014-00008 to October 19, 2017;
- WPO2014-00069 to April 1, 2018; and
- WPO2014-00007 to April 1, 2018.

By the above-recorded vote, the Board approved the extension requests for projects WPO2014-00008 to October 19, 2017, WPO2014-00069 to April 1, 2018, and WPO2014-00007 to April 1, 2018.

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Item No. 9.7. Solid Waste Alternatives Advisory Committee - Semi-annual Report, ***was received for information***.

The Executive Summary forwarded to the Board states that Solid Waste Alternatives Advisory Committee (SWAAC) was established by the Board at its March 2, 2016 meeting as a standing advisory committee. The Committee Charge Statement is included as Attachment A. The Committee is charged with developing policies for consideration by the Board related to waste reduction, materials reuse, recycling and composting, greenhouse gas reduction, and waste disposal. Policy recommendations are to be supported by evaluations of budgetary and environmental impacts. The Committee will provide information to the Board in semi-annual updates. Currently the Committee has very limited staff support. The Committee was directed to focus initially on public education and engagement.

The Committee has met monthly since June 2016. In addition, a subcommittee focused on public education met outside the Committee meeting times. The Committee's first semi-annual report to the Board is included as Attachment B. The report includes a summary of work completed to date and a summary of the Committee's priorities and goals for the next six months. The Committee anticipates that it will present specific policy proposals to the Board in its next semi-annual report. However, time-sensitive proposals may be submitted separate from the semi-annual reports.

This Committee report is an update on progress and does not include any finalized recommendations having associated budget impacts.

Affirm the Committee's future priorities and goals.

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Item No. 9.8. County Grant Application/Award Report, ***was received for information***.

The Executive Pursuant to the County's Grant Policy and associated procedures, staff provides periodic reports to the Board on the County's application for and use of grants.

The attached Grants Report provides a brief description of two grant applications and two grant awards submitted during the time period of November 12, 2016 through January 13, 2017. This report also includes a comprehensive look at potential Five Year Financial Plan implications if projects and/or programs that are supported by grants are continued with local funding after the grants end. As grant funding ends, recommendations will be included in the County Executive's proposed annual budgets for the Board's consideration as to whether local funding should be used to continue those projects and programs. No County funds will be used to fund the continuation of those projects and programs without Board approval.

The budget impact is noted in the summary of each grant.

This report is to provide information only. No action is required.

GRANT REPORT ACTIVITY – November 12, 2016 through January 13, 2017

Applications made during this time.

Granting Entity	Grant Project	Type	Amount Requested	Match Required	Match Source	Department	Purpose
Department of Housing & Community Development	VA Telecommunications Initiative with Century Link	State	$118,000	Century Link $24,600 County $5,000	Grants Leveraging Funds	Information Technology	This grant would provide for broadband expansion to: Emerald Ridge/Saddle Back Drive Tilmans and Old Green Mt. Rd. Yancey Mills projects.
Department of Housing & Community Development	VA Telecommunications Initiative with Comcast	State	$529,015	Comcast $628,073 County $5,000	Grants Leveraging Funds	Information Technology	This grant would provide for broadband expansion to: Burnley Station Rd Greenwood Area Handley and Dick Woods

Awards were received for the following grants:

Granting Entity	Grant Project	Type	Amount Requested	Match Required	Match Source	Department	Purpose
Department of Criminal Justice Service	Policing in the 21st Century" Initiative	Federal	$18,000	$2,000	In-kind	Police	This grant will be used to create products and resources focusing on increasing citizen engagement and the County's number of minority officers.
Virginia Department of Emergency Management	FY16 State Homeland Security Program (SHSP)	State	$10,000	$0	None	Emergency Communications Center	This grant will be used to support an emergency preparedness outreach effort targeting vulnerable populations in the region.

Comprehensive Look at Potential Five Year Financial Plan Grant Impacts:
The following chart includes grants that are expected to end within the next five years and an estimate of the County's cost over the next five years if the grant-supported position, project or program is continued after the grant ends. The continuation of those positions, projects and programs will be considered as part of the County's annual budget process.

Grant Name	Summary	# of FTE	Designation of Current Budget Match	Expected End Date	FY17 Grant Amount*	Potential Financial Impact - Includes Five Year Plan salary assumptions				
						FY18	FY19	FY20	FY21	FY22
FY16 Byrne/Justice Assistance Grant (JAG) Law Enforcement	This grant provides funding for a current police Sergeant position to form and lead the new Problem Oriented Policing (POP) Team and includes overtime/equipment/ supporting costs. This grant requires the local match to increase each year with the goal at the end of the grant to be for a full time employee to be hired and associated costs to be absorbed in the department.	1	Grants Leveraging Fund	6/30/2020	$104,925.00	$ 69,754.50	$ 104,631.75	$ 139,509.00	$ 139,509.00	$ 139,509.00
FY16 Byrne/Justice Assistance Grant (JAG) Crime Analysis	This grant provides funding for the current Crime Analyst position. The grant requires the local match to increase each year with the goal at the end of the grant to be for a full time employee to be hired.	1	Police Department	6/30/2018	$16,939.00	$ 69,313.00	$ 69,313.00	$ 69,313.00	$ 69,313.00	$ 69,313.00
*does not include local match funds						$139,067.50	$ 173,944.75	$ 208,822.00	$ 208,822.00	$ 208,822.00

The following chart includes an estimate of the County's cost over the next five years for the replacement of equipment that was purchased with grant funding. The replacement of such equipment will be considered as part of the County's annual budget process.

Grant Name	Summary	# of FTE	Designation of Current Budget Match	Actual End Date	Potential Financial Impact				
					FY18	FY19	FY20	FY21	FY22
2006 Assistance to Firefighters	This grant provided funds for the purchase of turnout gear in 2006. The equipment life is now expiring and the estimated amount of approximately $140,000, which is typically budgeted in a given year for this expense, is now estimated to be inadequate to replace the equipment over time. The additional funds listed in this chart reflects the additional costs estimated to replace this equipment each year. Costs in the out years is estimated to decrease due to the newly centralized management process and expected efficiencies.	0	Fire Rescue Fund	6/30/2006	$ 236,700.00	$191,800.00	$ 147,090.00	TBD	TBD
Equipment Grant	This grant provided funds for the purchase of fitness equipment. The equipment life span is expiring.	0	Fire Rescue Fund	6/30/2009	$ 40,356.00	$ 53,345.00	$ 54,934.00	TBD	TBD
					$ 277,056.00	$245,145.00	$ 202,024.00	$ -	$ -

Item No. 9.9. Q2 FY 17 Unaudited Quarterly Financial Report; Q2 FY 17 General Fund Revised Financial Projections Report; and Q2 FY 17 Quarterly Economic Indicators Report***, was received for information***.

The Executive Summary forwarded to the Board states that the attached Unaudited Quarterly Financial Report (UQFR) (Attachment A) provides information regarding the County's FY 17 General Fund and School Fund performance as of December 31, 2016. The General Fund Revised Financial Projections Report (Attachments B and C) includes projected General Fund revenues and expenditures for FY 17. The Quarterly Economic Indicator Report (Attachments D and E) provides an overview of recent general economic conditions in the County. Early in the FY 18 Budget Work-session process, the Office of Management and Budget will include a discussion of the variances between actual revenues and expenditures as compared to FY 17 Budget, the Current Year End Fund Balance, and the recommended uses of Fund Balance in the Recommended FY 18 Budget.

<u>Quarterly Financial Report</u>

The Quarterly Financial Report (QFR) (Attachment A) reflects year-to-date (YTD) data through December 31, 2016, the end of the second quarter (Q2) of FY17. The data in the attached QFR is organized in a way that is consistent with Exhibit 12 of the County's Comprehensive Annual Financial Report (CAFR). Most line item titles in the QFR match the line item titles in the CAFR. Highlights from the QFR include:

Revenues - YTD Actual

YTD total revenues in Q2 FY17 were $117,999,512 compared to $111,936,722 in Q2 FY16. In percentage terms, FY17 YTD actual revenues as a percentage of FY17 Revised Budget revenues were 45.62%, compared to 44.36% in FY16.

Expenditures - YTD Actual

YTD total expenditures in Q2 FY17 were $121,504,450 compared to $115,419,054 in Q2 FY16. In percentage terms, FY17 YTD actual expenditures as a percentage of FY 17 Revised Budget expenditures were 46.98%, compared to 45.72% in FY16.

County Executive Authorized Transfers and Appropriations

A table listing the County Executive authorized transfer and appropriations made during the second quarter of FY17 is included on page 8.

ACPS Quarterly Financial Report

As requested by the Board, the Albemarle County Public Schools Quarterly Financial Report as of December 31, 2016 is included as a table in the QFR. An *Investment Activity Summary* for the Quarter Ended December 31, 2016 is included on page 13.

General Fund Revised Financial Projections Report

The General Fund Revised Financial Projections Report (GFRFPR) (Attachment B) provides a streamlined summary of forecasted revenues and expenditures. The GFRFPR indicates that by June 30, 2017, actual revenues, including transfers, are forecasted to be above appropriated revenues by $5.722 million. This result reflects better-than-expected growth in most major revenue streams. Expenditures, including transfers, are projected to be $0.969 million below appropriated expenditures. The difference between appropriated expenditures and forecasted expenditures is due primarily to savings associated with salary lapse and insurance. The result of the surplus in revenues plus the anticipated expenditures savings is a projected net increase of $6.691 million additional fund balance by the end of FY 17. Please note that this projected $6.691 million in additional fund balance equals only 2.6% of the forecasted $257.681 million FY 17 expenditures and transfers; this small percentage “buffer” reflects a fairly tight budgetary environment. Staff will provide recommendations for the use or allocation of this additional projected fund balance during our upcoming budget work sessions.

Quarterly Economic Indicators Report

The Quarterly Economic Indicators Report (QEIR) (Attachment D) shows the state of the County’s economy. The QEIR contains data taken from the most recently available quarter and compares this data with data from the same quarter of previous fiscal years. General economic activity, as measured by six select revenue streams, collectively grew between Q1 FY 16 and Q1 FY 17 (the most recent quarter for which complete data is readily available), although there was substantial variation in the performance of the revenue streams. The unemployment rate in Albemarle declined between Q1 FY 16 and Q1 FY 17, dropping from 3.80% to 3.57%. This year-over-year decline was consistent with drops in national and state rates. Nominally, the County appears to have reached “full employment.” The County’s jobs base, meanwhile, appears to have experienced robust growth between Q4 FY 15 and Q4 FY 16, again the most recent quarter for which information is available. The total number of jobs increased from 53,280 to 54,793. This growth of 1,513 positions is consistent with a healthy local labor market. The revenue stream, unemployment rate, and jobs data suggest that the County’s economy grew at a reasonably healthy pace in the most recent year, a situation that is consistent with the U.S. and state economies.

Revenues and expenditures data contained in the UQFR reflects the state of the County’s FY 17 budget-to-actual financial performance as of December 31, 2016. Year-end projections contained in the GFRFPR are subject to change, based on the result of actual collections and expenditures through June 30, 2017. Data shown in the QEIR reflects economic variables that impact the County’s current and future revenues and expenditures.

These reports are for information only. Staff welcomes the Board’s feedback regarding the content and presentation of these reports.

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Item No. 9.10. Capital Projects Status Report 4th Quarter CY 2016, ***was received for information.***

The Executive Summary forwarded to the Board states that the Project Management Division (PMD) of the Facilities & Environmental Services Department is pleased to present the fourth quarter Capital Projects Status Report for calendar year 2016. The report provides summary level information on all projects managed by PMD, including both Capital Projects and Capital Maintenance Projects.

The dedicated PMD Team worked on thirty-three (33) active County projects in the 4th quarter of 2016. Substantial Completion was achieved on the Darden Towe Park Tennis Courts project, the Scottsville Library Renovations and the Red Hill E.S. Modernization project while project close-out took place on another twelve (12) school projects.

Notable projects currently under construction include: South Pantops Drive/State Farm Boulevard Sidewalk; Jack Jouett Middle School Security Improvements; and the Preddy Creek Park Bridge.

Notable projects that are in the design and / or bidding stage: Pantops Station 16, Rescue 8 Addition and Renovations, Hydraulic / Barracks Road Sidewalk project, Hollymead Dam and the Woodbrook Elementary School Additions and Renovations.

The FES Director and PMD Chief have been working with an architectural firm on studies related to the Courts, and assisting Rivanna Water and Sewer Authority with the design of the Ivy Material Utilization Center.

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Item No. 9.11. Environmental Quarterly Report - 2nd Quarter FY 17, ***was received for information.***

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Item No. 9.12. Albemarle County Service Authority Quarterly Report, ***was received for information.***

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Item No. 9.13. *Board-to-Board, January 2017,* ***A monthly report from the Albemarle County School Board to the Albemarle County Board of Supervisors, was received for information.***

(Note: the next two agenda items were heard concurrently:)

Agenda Item No. 10. Bond Resolutions:

Item No. 10a. Albemarle County Debt Financing - 2017 General Obligation School Bonds.

The Executive Summary presented to the Board states that on July 6, 2016, the Board of Supervisors adopted a resolution authorizing the referendum on $35,000,000 of general obligation (GO) school bonds and requesting the Circuit Court to order a bond referendum. The bond resolution provides for the sale of the bonds within certain parameters and delegates to the County Executive to finalize the sale of the bonds. The qualified voters of the County overwhelmingly supported the bond referendum in the election held on November 8, 2016 to finance various capital improvements for school purposes.

Qualified voters for Albemarle County decidedly approved a Bond Referendum at an election held on November 8, 2016, thus approving the financing of various capital improvements for school purposes. These GO bonds would be sold through a Public Sale in a maximum aggregate principal amount of $35,000,000. Based on the County's current excellent triple-AAA credit rating, it is expected that the debt would be issued with AAA ratings. Recent Federal Open Market Committee (FOMC) meetings strongly indicate that U.S. interest rates are set to increase in 2017. Therefore, there is risk of higher interest rates if the bonds are not sold now in this near historically low interest rate environment. There are also certain economies of scale gained with respect to offsetting future costs of issuance by selling both lease revenue and GO bonds concurrently. Further, issuing the GO bonds in FY17 relieves the County from using its unrestricted cash to fund the projects upfront, therefore, strengthening the County's cash position. The attached resolution (Attachment A) is necessary to advance this borrowing plan. All financial documents referenced are available for Board and public review in the Board Clerk's Office.

Although the initial FY18 Capital Improvement Plan (CIP) fiscal plan developed last fall did not include debt service associated with the issuance of the General Obligation bonds in FY 18, interest rates are at favorably low levels. Staff recommends the additional debt service associated with this GO debt issuance be included in the proposed and adopted FY18 CIP budget, and the consideration of the one-time use of FY16 excess fund balance as a source of funding in FY18. This financing adheres to the County's financial policies regarding debt limits, debt capacity, debt affordability, and debt repayment standards.

Staff recommends that the Board adopt the attached Resolution (Attachment A) authorizing the proposed plan of GO school bond financing.

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Item No. 10b. Albemarle County Debt Financing - 2017A EDA Revenue Bonds.

The Executive Summary presented to the Board states that beginning in FY09, the County has issued debt on an every-other-year basis, using its cash as an interim/temporary source of funding until such time as the next debt is issued. As authorized by the annually adopted reimbursement resolution, the County reimburses itself from bond proceeds. On May 4, 2016, the Board of Supervisors adopted a reimbursement resolution setting forth the County's intent to use $24,758,670 in tax exempt bond proceeds to reimburse the County for Capital Improvement Program expenditures. This Executive Summary presents to the Board for its consideration a financing option for the County to finance FY17 capital projects and to reimburse the County for cash it expended for previous years' projects.

On January 17, 2017, the County's Financial Advisors, Davenport and Company, presented an overview of the proposed plan of public facility bond financing to the Economic Development Authority of Albemarle County, Virginia (EDA), which is authorized under State law to assist the County in financing local government facilities and equipment. If the Board approves moving forward with the proposed financing, the EDA Board would be asked to approve the financing plan at a special meeting of the EDA in February 2017. Under the proposed strategy, the EDA, as a conduit issuer, would issue debt through a Public Sale in a principal amount not to exceed $25,500,000 to finance project costs, cost of issuance, and a reserve equal to up to one year's debt service, if required, and would loan the proceeds to the

County. The EDA Bonds will be secured under a master trust agreement and master financing agreement structure described in Attachment A, prepared by Hunton & Williams LLP, the County's bond counsel. The security for the EDA Bonds will be the County's promise, subject to appropriation, to make payments to the EDA to enable it to make debt service payments associated with this debt issuance. Based on the County's excellent triple-AAA credit rating, but without the security of offering additional leased collateral (unless recommended by the financial advisor), it is expected that the debt would be issued with credit ratings in the high AA category. The resolution necessary to advance this borrowing plan is also attached (Attachment B). All financial documents referenced are available for Board and public review in the Board Clerk's Office.

Interest rates at the time of preparing this Executive Summary are at favorably low levels. The County may realize budgeted debt service savings, due to conservative interest rate assumptions, if interest rates remain favorable. This financing adheres to the County's financial policies regarding debt limits, debt capacity, debt affordability, and debt repayment standards.

Staff recommends that the Board adopt the attached Resolution (Attachment B) authorizing the proposed plan of financing through the EDA.

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Ms. Betty Burrell, Director of Finance, addressed the Board. She reminded the Board that they have already approved the general school bond and lease bond through adoption and supplemental adoptions of them in the 2017 budget. She introduced Mr. Courtney Rogers and Mr. Doug Gephardt of Davenport & Company, and Mr. Chris Culp of Hunton & Williams, who will be available to answer questions about the bond issues.

Mr. Courtney Rogers of Davenport & Company addressed the Board. He stated that his firm has been the County's financial advisor for 15 years. Mr. Rogers said they will travel to New York the following day to meet with ratings agencies and explain the story of the bond issues. Mr. Rogers said the County issues bonds about every 24 months, and the current issues would be a lease revenue bond and a general obligation bond. He displayed a slide depicting declining interest rate trends for municipal bonds since 1990, which bottomed out in 2016 and have since risen, which he attributed to the new president and discussion about spending on infrastructure projects, as well as Federal Reserve Board indications that it may raise short-term interest rates in 2017. His slide also showed a chart of projections by major Wall Street firms that showed short and long-term bond interest rates increasing over the next year. He said a .5% rate increase on the $35M debt service of the general obligation bond would result in $2.2M additional payments over the life of an issue, and that for this reason they would like to move forward now and lock the rates in. He invited questions.

Mr. Randolph asked about the almost 50% increase in the LIBOR rate projected for 2017 and to what he attributes such as dramatic change. Mr. Rogers replied that the London Interbank Offering Rate is used for short-term loans and tied to expectations of how the Fed will raise its overnight rate.

Mr. Randolph asked if he would suggest that prospective home purchasers move ahead now before rates increase. Mr. Rogers agreed with Mr. Randolph's assessment. He said they generally look at the 10-year Treasury note for predicting mortgage rates and it is more than likely that one would obtain a better rate for a 30-year mortgage now than by the end of the year.

Mr. Randolph asked for Mr. Rogers' assessment of the impact on interest rates of a trillion dollar infrastructure spending plan, six trillion dollar tax cut over ten years, and a reduction in the labor supply due to a net outflow of skilled labor. Mr. Rogers replied that immediately after President Trump's acceptance speech, in which he mentioned infrastructure spending, the interest rates increased.

Mr. Dill asked if there is any sense of a dramatic change with interest rates. Mr. Rogers responded that they have the ability to refinance in the event interest rates were to decline within the first 10 years of a bond issue.

Mr. Dill asked what a lease bond is. Mr. Rogers replied that those bonds are not backed by the full faith and credit but are annual appropriation bonds, noting that if the County were to fail to make payments, the collateral that has been offered would be utilized.

Mr. Bill Letteri, Deputy County Executive, addressed the Board, stating that their action today would be to approve both resolutions for the general obligation and lease revenue bond.

Ms. Palmer **moved** to adopt the proposed Resolution authorizing the proposed plan of financing through the EDA. The motion was **seconded** by Ms. Mallek. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Mallek, Ms. McKeel, Ms. Palmer, Mr. Randolph, Mr. Sheffield and Mr. Dill.
NAYS: None.

RESOLUTION APPROVING A PLAN TO FINANCE CERTAIN PUBLIC FACILITIES PROJECTS THROUGH THE ISSUANCE OF REVENUE BONDS BY THE ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA

WHEREAS, the Economic Development Authority of Albemarle County, Virginia (formerly the Industrial Development Authority of Albemarle County, Virginia) (the "Authority"), pursuant to the Industrial

Development and Revenue Bond Act (the "Act"), under which it was created, is authorized to exercise all the powers set forth in the Act, which include, among other things, the power to make loans to, among others, a county in furtherance of the Act, to finance or refinance and lease facilities for use by, among others, a county, to issue its revenue bonds, notes and other obligations from time to time for such purposes and to pledge all or any part of its revenues and receipts derived from payments received by the Authority in connection with its loans or from the leasing by the Authority of such facilities or from any source as security for the payment of principal of and premium, if any, and interest on any such obligations;

WHEREAS, the Board of Supervisors (the "County Board") of Albemarle County, Virginia (the "County"), desires to finance, in conjunction with the Authority, the costs of certain projects in the County's Capital Improvement Plan including (without limitation) capital expenditures related to the following governmental and public purpose categories: (a) County administration, (b) judicial, (c) parks, recreation and cultural, (d) public safety, (e) public works, (f) schools, (g) transportation and (h) water resources (collectively, the "Series 2017 Project");

WHEREAS, the County desires to request the Authority to issue its Public Facility Revenue Bonds (Albemarle County Projects), Series 2017 (the "Bonds"), and use the proceeds to (a) finance or reimburse the costs of the Series 2017 Project, (b) pay as desired interest on the Bonds up to one year following completion of the Series 2017 Project, (c) fund as desired a reserve fund for the Bonds and (d) pay the related costs of issuance;

WHEREAS, the Bonds will be secured by payments appropriated from time to time by the County Board and payable to the Authority in accordance with the terms of the Financing Agreement (as defined herein);

WHEREAS, the County Board desires to authorize the County Executive (the "County Executive," which term as used herein shall also include any Interim or Acting County Executive or any Deputy County Executive) to determine, in collaboration with the Authority and the County's financial advisor, Davenport & Company LLC (the "Financial Advisor"), whether the Bonds will be further secured by undertaking a lease/lease-back financing arrangement between the Authority and the County of certain County property (the "Leased Property");

WHEREAS, there have been circulated prior to this meeting drafts of the following documents (collectively, the "Documents"), proposed in connection with the issuance and sale of the Bonds:

(a) a Fifth Supplemental Agreement of Trust, supplementing the Agreement of Trust dated as of March 1, 2003, as previously supplemented (collectively, the "Trust Agreement"), all between the Authority and U.S. Bank National Association, as successor trustee (the "Trustee"), pursuant to which the Bonds are to be issued;

(b) a Fourth Supplemental Financing Agreement (the "Supplemental Financing Agreement"), supplementing a Financing Agreement dated as of March 1, 2003, as previously supplemented (collectively, the "Financing Agreement"), all between the Authority and the County, pursuant to which the Authority will loan the proceeds of the Bonds to the County and the County will undertake, subject to appropriation, to make payments to the Authority in amounts sufficient to pay the principal of and premium, if any, and interest on the Bonds and certain other related costs;

(c) a Preliminary Official Statement of the Authority relating to the public offering of the Bonds (the "Preliminary Official Statement");

(d) a Notice of Sale (attached as Appendix H to the Preliminary Official Statement) (the "Notice of Sale") (applicable only if the Bonds are sold through a competitive sale); and

(e) a Continuing Disclosure Agreement (attached as Appendix F to the Preliminary Official Statement), pursuant to which the County agrees to undertake certain continuing disclosure obligations with respect to the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ALBEMARLE COUNTY, VIRGINIA:

1. The following plan for the Bonds and the financing of the Series 2017 Project is hereby approved. The Authority will issue the Bonds in an aggregate principal amount not to exceed $25,500,000. The Authority will use the proceeds of the Bonds to finance or reimburse the costs of the Series 2017 Project, to pay as desired interest on the Bonds up to one year following completion of the Series 2017 Project, to fund as desired a reserve fund for the Bonds and to pay the related costs of issuance. Pursuant to the Financing Agreement, the County will undertake to make certain Basic Payments and Additional Payments (each as defined in the Financing Agreement) to the Authority in amounts sufficient to amortize the Bonds, to pay the fees or expenses of the Authority and the Trustee and to pay certain other related costs. Subject to the provisions of the immediately following paragraph, the obligation of the Authority to pay principal of and premium, if any, and interest on the Bonds will be limited to the Basic Payments and Additional Payments received from the County. The Bonds will be secured by an assignment of the Basic Payments and certain Additional Payments due under the Financing Agreement, all for the benefit of the holders of the Bonds. The undertaking by the County to make Basic Payments and Additional Payments will be subject to the appropriation by the County Board from time to time of sufficient amounts for such purposes. The plan of financing for the Series 2017 Project shall contain such additional requirements and

provisions as may be approved by the County Executive and the Chairman or Vice-Chairman of the Authority.

If the County Executive determines, in collaboration with the Authority and the Financial Advisor, that it is in the best interests of the County to do so, the Bonds may be further secured by undertaking a lease/lease-back financing arrangement between the County and the Authority. Such plan of lease/lease-back financing would be effected through a prime lease (the "Prime Lease") between the County and Authority leasing the Leased Property to the Authority and a financing lease (the "Financing Lease") between the County and the Authority leasing the Leased Property back to the County. Payments due under the Financing Lease would be credited in an amount and time to the extent the County makes all Basic Payments and Additional Payments due under the Financing Agreement with respect to the Bonds. The County Executive shall determine, in collaboration with the Financial Advisor, which County property or properties comprising part or all of the Series 2017 Project shall constitute the Leased Property. Alternatively, the County Executive may determine, in collaboration with the Authority and the Financial Advisor, to amend the terms of the existing Deed and Agreement of Ground Lease and Deed and Agreement of Financing Lease (previously executed by the Authority and the County in connection with the issuance of certain bonds under the Trust Agreement) to serve as additional security for the Bonds. The Chair of the County Board and the County Executive, either of whom may act, are hereby authorized to execute and deliver the Prime Lease and the Financing Lease (or, alternatively, amendments to the above-mentioned Deed and Agreement of Ground Lease and Deed and Agreement of Financing Lease) in such forms as are consistent with the terms of this Resolution and approved by the officer executing such instruments. Such officer's execution and delivery of the Prime Lease and the Financing Lease (or, alternatively, amendments to the above-mentioned Deed and Agreement of Ground Lease and Deed and Agreement of Financing Lease) shall constitute conclusive evidence of such officer's approval of the final forms of such instruments.

2. The County Board, while recognizing that it is not empowered to make any binding commitment to make appropriations beyond the current fiscal year, hereby states its intent to make appropriations in future fiscal years in amounts sufficient to make all payments due under the Financing Agreement and hereby recommends that future County Boards do likewise during the term of the Financing Agreement. The County Board hereby confirms that the components of the Series 2017 Project are either essential to the efficient operation of the County or important to the welfare or quality of life of the citizens of the County, and the County Board anticipates that such components will continue to be so during the term of the Financing Agreement.

3. The Chair of the County Board and the County Executive, either of whom may act, are hereby authorized and directed to execute the Documents to which the County is a signatory, which shall be in substantially the forms circulated prior to this meeting, which forms are hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officer signing such Documents. Such officer's execution and delivery thereof shall constitute conclusive evidence of such officer's approval of any such completions, omissions, insertions and changes.

4. In making completions to the Supplemental Financing Agreement, the County Executive, in collaboration with the Financial Advisor and the Authority, shall provide for Basic Payments and Additional Payments (as each is defined in the Financing Agreement) in amounts equivalent to the payments on the Bonds, which shall be sold to the purchaser(s) thereof on terms as shall be satisfactory to the County Executive; provided that the Basic Payments shall be equivalent to the Bonds (a) maturing in installments or subject to mandatory sinking fund redemption ending not later than December 31, 2038, (b) having a "true" or "Canadian" interest cost not exceeding 5.00% (taking into account any original issue discount or premium), (c) being subject to optional redemption, if at all, at a redemption price not to exceed 102% of their principal amount and (d) being sold to the purchaser(s) thereof at a price not less than 98% of the aggregate principal amount thereof (without taking into account any original issue discount or premium). The County Executive is also authorized to approve a lesser principal amount for the Bonds, a maturity schedule (including serial maturities and term maturities for the Bonds) and the redemptions provisions of the Bonds, all as the County Executive shall determine to be in the best interests of the County. If the County Executive shall determine that it is in the best interests of the County to undertake a lease/lease-back financing arrangement to further secure the Bonds, the foregoing provisions of this Section 4 shall apply with equal force to the payments due under the Financing Lease.

5. The County Board hereby approves the following terms of the sale of the Bonds:

(a) The Bonds shall be sold through a competitive sale or a negotiated sale, as the County Executive, in collaboration with the Financial Advisor and the Authority, determines to be in the best interests of the County.

(b) If the County Executive determines that the Bonds shall be sold by competitive sale, the County Executive is hereby authorized to receive bids for such Bonds and award such Bonds to the bidder providing the lowest "true" or "Canadian" interest cost, subject to the limitations set forth in Section 4. Following a competitive sale, the County Executive shall, in collaboration with the Chairman or Vice-Chairman of the Authority, file a certificate with the Authority and the County Board setting forth the final terms of the Bonds. The actions of the County Executive, in collaboration with the Chairman or Vice-Chairman of the Authority, in selling the Bonds by competitive sale shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the County Board.

(c) If the Bonds are sold by competitive bid, the County Executive, in collaboration with the Financial Advisor, is hereby authorized and directed to take all proper steps to advertise the Bonds for sale substantially in accordance with the form of the Notice of Sale, which is hereby approved; provided that the County Executive, in collaboration with the Financial Advisor, may make such changes in the Notice of Sale not inconsistent with this Resolution as he may consider to be in the best interests of the County and the Authority.

(d) If the County Executive determines that the Bonds shall be sold by negotiated sale, the County Executive is hereby authorized, in collaboration with the Financial Advisor and the Authority, to choose one or more investment banks or firms to serve as underwriter(s) for the Bonds and to execute and deliver to the underwriter(s) a bond purchase agreement (the "Bond Purchase Agreement") in a form to be approved by the County Executive in consultation with the County Attorney and the County's bond counsel. The execution of the Bond Purchase Agreement by the County Executive shall constitute conclusive evidence of his approval thereof. Following a negotiated sale, the County Executive shall file a copy of the Bond Purchase Agreement with the records of the County Board. The actions of the County Executive in selling the Bonds by negotiated sale to the underwriter(s) shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the County Board.

6. The Preliminary Official Statement in the form circulated prior to this meeting is approved with respect to the information contained therein (excluding information pertaining to the Authority). The County hereby authorizes distribution of the Preliminary Official Statement to prospective purchasers of the Bonds in a form deemed to be "final" (within the meaning of the Rule) as of its date, except for the omission of certain pricing and other information permitted to be omitted pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") and with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the County Executive. Such distribution shall constitute conclusive evidence that the County has deemed the Preliminary Official Statement to be "final" (within the meaning of the Rule) as of its date, with respect to the information therein pertaining to the County. The County Executive is authorized and directed to approve such completions, omissions, insertions and other changes to the Preliminary Official Statement that are necessary to reflect the terms of the sale of the Bonds, determined as set forth in Section 4, and the details thereof and that are appropriate to complete it as an official statement in final form (the "Official Statement"), and distribution thereof to the purchaser(s) of the Bonds shall constitute conclusive evidence that the County has deemed the Official Statement "final" (within the meaning of the Rule) as of its date.

7. The County covenants that it shall not take or omit to take any action the taking or omission of which shall cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations thereunder, or otherwise cause interest on the Bonds to be includable in the gross income for federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require the County at any time to rebate to the United States of America any part of the earnings derived from the investment of the gross proceeds of the Bonds. The County shall pay from its legally available general funds any amount required to be rebated to the United States of America pursuant to the Code.

8. The County covenants that during the term of the Financing Agreement it shall not permit the proceeds of the Bonds or the facilities financed therewith to be used in any manner that would result in (a) 10% or more of such proceeds or facilities being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, provided that no more than 5% of such proceeds may be used in a trade or business unrelated to the County's use of such facilities, (b) 5% or more of such proceeds or facilities being used with respect to any "output facility" (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the County receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Bonds from being includable in the gross income for federal income tax purposes of the holder thereof under existing law, the County need not comply with such covenants.

9. Such officers of the County as may be requested by bond counsel for the County are authorized and directed to execute an appropriate certificate setting forth (a) the expected use and investment of the proceeds of the Financing Agreement in order to show that such expected use and investment will not violate the provisions of Section 148 of the Code and (b) any elections such officers deem desirable regarding rebate of earnings to the United States for purposes of complying with Section 148 of the Code. Such certificate shall be prepared in consultation with bond counsel for the County, and such elections shall be made after consultation with bond counsel.

10. All costs and expenses in connection with the financing of the Series 2017 Project and the issuance of the Bonds, including the Authority's fees and expenses and the related fees and expenses of bond counsel, counsel for the Authority, and the Financial Advisor, shall be paid from the proceeds of the Bonds or other legally available funds of the County. If for any reason the Bonds are not issued, it is understood that all such fees and expenses shall be paid by the County from its legally available funds and that the Authority shall have no responsibility therefor.

11. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and, if applicable, to record such document.

12. All other acts of the County Executive and other officers of the County that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds are hereby approved and ratified.

13. This Resolution shall take effect immediately.

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Ms. Palmer then **moved** to adopt the proposed Resolution to authorize the proposed plan of GO School Bond Financing. The motion was **seconded** by Ms. Mallek. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Mallek, Ms. McKeel, Ms. Palmer, Mr. Randolph, Mr. Sheffield and Mr. Dill.
NAYS: None.

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND AWARD OF GENERAL OBLIGATION SCHOOL BONDS, SERIES 2017, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $35,000,000 OF ALBEMARLE COUNTY, VIRGINIA, HERETOFORE AUTHORIZED, AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF

WHEREAS, the issuance of $35,000,000 general obligation school bonds of Albemarle County, Virginia (the “County”), was authorized by a resolution adopted by the Board of Supervisors of the County (the “Board”) on July 6, 2016, and approved by the qualified voters of the County in an election held on November 8, 2016 (the “2016 Election”), to finance various capital improvements for school purposes (the “Projects”), none of which bonds have been issued and sold;

WHEREAS, the Board desires to issue up to $35,000,000 of the bonds authorized by the 2016 Election to finance a portion of the costs of the Projects; and

WHEREAS, the County administration, in consultation with Davenport & Company LLC, the County’s financial advisor (the “Financial Advisor”), has recommended to the Board that the County issue and sell a single series of general obligation school bonds in the maximum aggregate principal amount of $35,000,000 to pay a portion of the costs of the Projects and the related costs of issuance;

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ALBEMARLE COUNTY, VIRGINIA:

1. Issuance of Bonds. There shall be issued and sold, pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, general obligation school bonds of the County in the maximum aggregate principal amount of $35,000,000 (the “Bonds”) to provide funds to pay a portion of the costs of the Projects and the related costs of issuance.

2. Bond Details.

(a) The Bonds shall be designated “General Obligation School Bonds, Series 2017,” shall be in registered form, shall be dated such date as may be determined by the County Executive (the “County Executive,” which term as used herein shall also include any Interim or Acting County Executive or any Deputy County Executive), shall be in denominations of $5,000 and integral multiples thereof and shall be numbered R-1 upward. Subject to Section 8, the issuance and sale of the Bonds are authorized on terms as shall be satisfactory to the County Executive; provided, however, that the Bonds shall (i) have a “true” or “Canadian” interest cost not to exceed 5.00% (taking into account any original issue discount or premium), (ii) be sold at a price not less than 98% of the original aggregate principal amount thereof (excluding any original issue discount), and (iii) mature or be subject to mandatory sinking fund redemption in annual installments ending no later than December 31, 2038.

(b) Principal of the Bonds shall be payable annually on dates determined by the County Executive. Each Bond shall bear interest from its date at such rate as shall be determined at the time of sale, calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on dates determined by the County Executive. Principal and premium, if any, shall be payable to the registered owners upon surrender of Bonds as they become due at the office of the Registrar (as hereinafter defined). Interest shall be payable by check or draft mailed to the registered owners at their addresses as they appear on the registration books kept by the Registrar on a date prior to each interest payment date that shall be determined by the County Executive (the “Record Date”); provided, however, that at the request of the registered owner of the Bonds, payment may be made by wire transfer pursuant to the most recent wire instructions received by the Registrar from such registered owner. If any payment date with respect to the Bonds is not a Business Day (as hereinafter defined), such payment will be made on the next succeeding Business Day with the same effect as if made on the payment date and no additional interest shall accrue. “Business Day” shall mean a day on which banking business is transacted, but not including a Saturday, Sunday or legal holiday, or any other day on which banking institutions are authorized by law to close in the Commonwealth of Virginia. Principal, premium, if any, and interest shall be payable in lawful money of the United States of America.

(c) Initially, one Bond certificate for each maturity of the Bonds shall be issued to and registered in the name of The Depository Trust Company (“DTC”) or its nominee. The County has heretofore entered into a Letter of Representations relating to a book-entry system to be maintained by DTC with respect to the Bonds. “Securities Depository” shall mean DTC or any other securities depository for the Bonds appointed pursuant to Subsection 2(d).

(d) In the event that (i) the Securities Depository determines not to continue to act as the securities depository for the Bonds by giving notice to the Registrar, and the County discharges its responsibilities hereunder, or (ii) the County in its sole discretion determines (A) that beneficial owners of the Bonds shall be able to obtain certificated Bonds or (B) to select a new Securities Depository, then its Director of Finance (the "Director of Finance," which term as used herein shall also include any Interim or Acting Director of Finance) shall, at the direction of the County, attempt to locate another qualified securities depository to serve as Securities Depository and authenticate and deliver certificated Bonds to the new Securities Depository or its nominee, or authenticate and deliver certificated Bonds to the beneficial owners or to the Securities Depository participants on behalf of beneficial owners substantially in the form provided for in Section 5; provided, however, that such form shall provide for interest on the Bonds to be payable (X) from the date of the Bonds if they are authenticated prior to the first interest payment date or (Y) otherwise from the interest payment date that is or immediately precedes the date on which the Bonds are authenticated (unless payment of interest thereon is in default, in which case interest on such Bonds shall be payable from the date to which interest has been paid). In delivering certificated Bonds, the Director of Finance shall be entitled to rely on the records of the Securities Depository as to the beneficial owners or the records of the Securities Depository participants acting on behalf of beneficial owners. Such certificated Bonds will then be registrable, transferable and exchangeable as set forth in Section 7.

(e) So long as there is a Securities Depository for the Bonds (i) it or its nominee shall be the registered owner of the Bonds, (ii) notwithstanding anything to the contrary in this Resolution, determinations of persons entitled to payment of principal, premium, if any, and interest, transfers of ownership and exchanges and receipt of notices shall be the responsibility of the Securities Depository and shall be effected pursuant to rules and procedures established by such Securities Depository, (iii) the Registrar and the County shall not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants, (iv) references in this Resolution to registered owners of the Bonds shall mean such Securities Depository or its nominee and shall not mean the beneficial owners of the Bonds and (v) in the event of any inconsistency between the provisions of this Resolution and the provisions of the above-referenced Letter of Representations such provisions of the Letter of Representations, except to the extent set forth in this paragraph and Subsection 2(d), shall control.

3. Redemption Provisions.

(a) The Bonds may be subject to redemption prior to maturity at the option of the County on or after the dates, if any, determined by the County Executive, in whole or in part (in integral multiples of $5,000) at any time, at a redemption price equal to the principal amount of the Bonds, together with any interest accrued to the date fixed for redemption, plus a redemption premium not to exceed 2.00% of the principal amount of the Bonds, such redemption premium to be determined by the County Executive.

(b) Any Bonds sold as term bonds may be subject to mandatory sinking fund redemption upon terms determined by the County Executive.

(c) If less than all of the Bonds are called for redemption, the maturities of the Bonds to be redeemed shall be selected by the Director of Finance in such manner as such officer may determine to be in the best interests of the County. If less than all the Bonds of a particular maturity are called for redemption, the Bonds within such maturity to be redeemed shall be selected by the Securities Depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (i) the portion of any Bond to be redeemed shall be in the principal amount of $5,000 or some integral multiple thereof and (ii) in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by $5,000. The County shall cause notice of the call for redemption identifying the Bonds or portions thereof to be redeemed to be sent by facsimile or electronic transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner of the Bonds. The County shall not be responsible for giving notice of redemption to anyone other than DTC or another qualified securities depository then serving or its nominee unless no qualified securities depository is the registered owner(s) of the Bonds. If no qualified securities depository is the registered owner of the Bonds, notice of redemption shall be mailed to the registered owners of the Bonds. If a portion of a Bond is called for redemption, a new Bond in principal amount equal to the unredeemed portion thereof will be issued to the registered owner upon the surrender thereof.

(d) In the case of an optional redemption, the notice may state that (i) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, no later than the date fixed for redemption or (ii) the County retains the right to rescind such notice on or prior to the date fixed for redemption (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described herein. Any Conditional Redemption may be rescinded at any time. The County shall give prompt notice of such rescission to the affected bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, in the case of a Conditional Redemption, the failure of the County to make funds available on or before the date fixed for redemption shall not constitute an event of default, and the County shall give immediate notice to all organizations registered with the Securities and Exchange Commission (the "SEC") as securities depositories or the affected bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

4. Execution and Authentication. The Bonds shall be signed by the manual or facsimile signature of the Chair or Vice-Chair of the Board, and the Board's seal shall be affixed thereto and shall be attested by the manual or facsimile signature of the Clerk or Deputy Clerk of the Board; provided, however, that if both of such signatures are facsimiles, no Bond shall be valid until it has been authenticated by the manual signature of the Registrar or, if a bank has been appointed registrar pursuant to Section 7, an authorized officer or employee of such bank and the date of authentication noted thereon.

5. Bond Form. The Bonds shall be in substantially the form of Exhibit A attached hereto, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing the Bonds, whose approval shall be evidenced conclusively by the execution and delivery of the Bonds.

6. Pledge of Full Faith and Credit. The full faith and credit of the County are irrevocably pledged for the payment of principal of and premium, if any, and interest on the Bonds. Unless other funds are lawfully available and appropriated for timely payment of the Bonds, the Board shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the County sufficient to pay when due the principal of and premium, if any, and interest on the Bonds.

7. Registration, Transfer and Owners of Bonds.

(a) U.S. Bank National Association, Richmond, Virginia, is hereby appointed as paying agent and registrar for the Bonds (the "Registrar"). The County may at any time replace the Registrar with another qualified bank or trust company. The Registrar shall maintain registration books for the registration and registration of transfers of the Bonds. Upon presentation and surrender of any Bonds to the Registrar, or its corporate trust office if the Registrar is a bank or trust company, together with an assignment duly executed by the registered owner or his duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the County shall execute, and the Registrar shall authenticate, if required by Section 4, and deliver in exchange, a new Bond or Bonds having an equal aggregate principal amount, in authorized denominations, of the same form and maturity, bearing interest at the same rate, and registered in name(s) as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the County, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

(b) The Registrar shall treat the registered owner as the person exclusively entitled to payment of principal, premium, if any, and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person shown as owner on the registration books on the Record Date.

8. Sale of Bonds. The Board approves the following terms of the sale of the Bonds:

(a) The Bonds shall be sold through a competitive sale or a negotiated sale, as the County Executive, in collaboration with the Financial Advisor, determines to be in the best interests of the County.

(b) If the County Executive determines that the Bonds shall be sold by competitive sale, the County Executive is authorized to receive bids for such Bonds and award such Bonds to the bidder providing the lowest "true" or "Canadian" interest cost, subject to the limitations set forth in Sections 1 and 2. Following a competitive sale, the County Executive shall file a certificate with the Clerk of the Board setting forth the final terms of the Bonds. The actions of the County Executive in selling the Bonds by competitive sale shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Board.

(c) If the Bonds are sold by competitive bid, the County Executive, in collaboration with the Financial Advisor, is authorized and directed to take all proper steps to advertise the Bonds for sale substantially in accordance with the form of the Notice of Sale, which is hereby approved; provided that the County Executive, in collaboration with the Financial Advisor, may make such changes in the Notice of Sale not inconsistent with this Resolution as he may consider to be in the best interests of the County.

(d) If the County Executive determines that the Bonds shall be sold by negotiated sale, the County Executive is authorized, in collaboration with the Financial Advisor, to choose one or more investment banks or firms to serve as underwriter(s) for the Bonds and to execute and deliver to the underwriter(s) a bond purchase agreement (the "Bond Purchase Agreement") in a form to be approved by the County Executive in consultation with the County Attorney and the County's bond counsel. The execution of the Bond Purchase Agreement by the County Executive shall constitute conclusive evidence of his approval thereof. Following a negotiated sale, the County Executive shall file a copy of the Bond Purchase Agreement with the records of the Board. The actions of the County Executive in selling the Bonds by negotiated sale to the underwriter(s) shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Board.

9. Official Statement. The draft of a Preliminary Official Statement describing the Bonds, copies of which have been circulated to the Board prior to this meeting, is hereby approved as the form of the Preliminary Official Statement by which the Bonds will be offered for sale, with such completions, omissions, insertions and changes not inconsistent with this Resolution as the County Executive, in collaboration with the Financial Advisor, may consider to be in the best interests of the County. After the Bonds have been sold, the County Executive, in collaboration with the Financial Advisor, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final official statement. The County

Executive is hereby authorized and directed to execute an Official Statement in final form (the "Official Statement") and deliver it to the purchasers of the Bonds. The County shall arrange for the delivery to the purchaser of the Bonds of a reasonable number of printed copies of the final Official Statement, within seven business days after the Bonds have been sold, for delivery to each potential investor requesting a copy of the Official Statement and to each person to whom the purchaser initially sells Bonds.

10. Official Statement Deemed Final. The County Executive is authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12 (the "Rule") of the SEC, except for the omission in the Preliminary Official Statement of certain pricing and other information permitted to be omitted pursuant to the Rule. The distribution of the Preliminary Official Statement and the execution and delivery of the Official Statement in final form shall be conclusive evidence that each has been deemed final as of its date by the County, except for the omission in the Preliminary Official Statement of such pricing and other information permitted to be omitted pursuant to the Rule.

11. Preparation and Delivery of Bonds. After the Bonds have been awarded, the Chair or Vice-Chair and the Clerk or Deputy Clerk of the Board are authorized and directed to take all proper steps to have the Bonds prepared and executed in accordance with their terms and to deliver the Bonds to the purchaser thereof upon payment therefor.

12. Arbitrage Covenants. The County covenants that it shall not take or omit to take any action the taking or omission of which will cause any of the Bonds to be "arbitrage bonds" (within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations issued pursuant thereto (the "Code")), or otherwise cause interest on any of the Bonds to be includable in the gross income for federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require the County at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bonds, unless the County receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the Bonds from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law. The County shall pay any such required rebate from its legally available funds.

13. Non-Arbitrage Certificate and Elections. Such officers of the County as may be requested by the County's bond counsel are authorized and directed to execute an appropriate certificate setting forth (a) the expected uses and investment of the proceeds of the Bonds in order to show that such expected uses and investment will not violate the provisions of Section 148 of the Code and (b) any elections such officers deem desirable regarding rebate of earnings to the United States for purposes of complying with Section 148 of the Code. Such certificate shall be prepared in consultation with the County's bond counsel, and such elections shall be made after consultation with bond counsel.

14. Limitation on Private Use. The County covenants that it shall not permit the proceeds of the Bonds or the facilities financed therewith to be used in any manner that would result in (a) 5% or more of such proceeds or facilities being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds or facilities being used with respect to any output facility (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the County receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Bonds from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law, the County need not comply with such covenants.

15. Continuing Disclosure Agreement. The Chair or Vice-Chair of the Board or the County Executive, any of whom may act, are hereby authorized and directed to execute a continuing disclosure agreement setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary to assist the purchaser of the Bonds in complying with the provisions of the Rule promulgated by the SEC. Such continuing disclosure agreement shall be substantially in the form attached as Appendix C to the draft Preliminary Official Statement circulated to the Board prior to this meeting, with such completions, omissions, insertions and changes that are not inconsistent with this Resolution. The execution thereof by such officers shall constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes.

16. SNAP Investment Authorization. The Board has previously received and reviewed the Information Statement, describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool I (the "Contract"), and the Board hereby authorizes the Director of Finance in her discretion to utilize SNAP in connection with the investment of the proceeds of the Bonds. The Board acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the County in connection with SNAP, except as otherwise provided in the Contract.

17. Other Actions. All other actions of officers of the County and the Board in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds are hereby approved and confirmed. The officers of the County are hereby authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the issuance, sale and delivery of the Bonds.

18. Repeal of Conflicting Resolutions. All resolutions or parts of resolutions in conflict herewith are repealed.

19. Effective Date. This Resolution shall take effect immediately.

(Note: the next two agenda items were heard concurrently:)

Agenda Item No. 11. Pantops Station 16:

Item No. 11a. Implementation of Pantops Public Safety Station Stakeholder Work Group Recommendations.

The Executive Summary presented to the Board states that in November 2015, the Board chartered the Pantops Public Safety Station Stakeholders Work Group to "provide suggestions and guidance for establishing positive, productive partnerships that will maximize the positive impact of the station, give guidance on effective volunteer recruitment and retention strategies, and give guidance on the best ways to reach out to and engage the general Pantops community." In September 2016, the Board received the Work Group's interim report and expressed support for its recommendations (Attachment A).

The Pantops Public Safety Station Stakeholders Work Group has spent the intervening months preparing an implementation plan to accompany their report that identifies resources, responsibilities, and a schedule for implementing the tasks to support volunteer recruitment and retention and productive partnerships (Attachment B). During this process, the Work Group has expressed a desire to evolve from a planning group to an implementation group in order to support the successful implementation of recommendations as the station enters a critical phase - volunteer recruitment in advance of the opening. The group also recognized that including additional stakeholders representing a broader cross-section of the community will enhance the group's ability to achieve its goals. To that end, the Work Group has also devised a draft charter for an Implementation Work Group (Attachment C) for the Board's consideration and approval.

Support for the Implementation Work Group would be absorbed into existing departmental budgets. Costs associated with any specific recommendation from the Work Group would be developed as part of the budget process following direction from the Board regarding its interest in funding these functions, activities, programs and services and would need to be determined based on specific proposals.

Staff recommends that the Board 1) accept the final report of the Pantops Public Safety Station Stakeholders Work Group; 2) endorse the proposed implementation plan; and 3) endorse the proposed Pantops Public Safety Station Stakeholders Implementation Work Group Charter which, in doing so, would direct the County Executive to appoint its members.

Item No. 11b. Pantops Public Safety Facility.

The Executive Summary as presented by the Board states that an Invitation for Bid for the Pantops Public Safety Facility was issued on October 28, 2016. Bids were received on December 1, 2016. Eight (8) bids were received with the lowest being $2,935,000. The four lowest bids were very competitive with a spread from 1st to 4th of only $64,000. These close results support the conclusion that the plans were prepared well, consistently interpreted by the bidders and the County would unlikely benefit from rebidding the project.

The current construction budget for this project is $2,600,000. The final estimate received from the County's design professional was in line with the construction budget. This is the third consecutive project that the Project Management Division recently bid where the bids have come in 10-15% over budget which seems to indicate that pricing is on the rise.

Staff has been working with the design professionals, Fire Rescue staff, and the low bidder, Kenbridge Construction Company, in an effort to identify sources of additional funding and acceptable value engineering ideas that would enable the County to move forward with the project.

Prior to bidding, staff and the architect/engineer did a thorough review of the plans and identified items that would help to reduce costs and many of those ideas were incorporated into the plans. After receiving the bids for the project, The Project Management Division, working with Kenbridge Construction Company and their subcontractors, has been successful in finding approximately $125K in additional value engineering reductions that do not impact the operation or layout of the facility.

The Office of Management and Budget has identified proffers in the amount of $65,650 that can be used for this project. Total amount of requested appropriation is $364,288.02

The apparent low bid of $2,935,000 leaves a $335,000 deficit in the budget. This request is to move additional funding to make up this difference and add $29,288 to the project contingency in order to have an adequate contingency of approximately 8.5%.

The budget impact for FY 17 is estimated to be a net increase of $65,650.09 in proffer revenues.

The remaining balance, totaling $298,637.93, of the funding needed for the cost of the contract and to shore up the project contingency will be appropriated from identified savings from existing project budgets. These include $23,637.93 from Ivy Fire Station 15 project in the process of budget close out, $75,000.00 from Seminole Trail VFD Renovation/Addition project in the process of budget close out, and $200,000.00 from the Fire/Rescue Airpacks Replacement project achieved from cost savings.

Staff recommends that the Board approve the appropriation of FY 17 funding of Appropriation #20170061 in a separate February 1 Budget Amendment and Appropriations Executive Summary.

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Mr. Dan Eggleston, Chief of Fire and Rescue, addressed the Board and reminded them that ACFR has been running a paramedic ambulance service out of Martha Jefferson Hospital since 2012, with expectations that a permanent station on Pantops would be developed. He said the Worrell Land and Development Company donated the land at Peter Jefferson Parkway, which results in a $2.0 million to $3.0 million cost savings to the County. Chief Eggleston stated that the Board approved the Pantops Public Safety Station in 2015 as part of the FY16 CIP. He said it was understood that daytime ambulance service on Pantops would continue, but with a further aim of establishing a community endeavor and development of a public engagement plan, which the Board approved in 2015. Chief Eggleston stated that the plan created a stakeholder work group consisting of community partners and a coordinating work group consisting of volunteers, as well as staff that would look into ways to support the station with a volunteer model. He said the Board received an interim report from these two groups in September 2016 and introduced Ms. Emily Kilroy to report on the progress of stakeholders.

Ms. Emily Kilroy, Community Engagement Specialist, addressed the Board and said the final report has no changes from the interim draft presented in October, noting that the work group has fulfilled its charge. She stated that they have developed strategies for effective recruitment of volunteers and for establishing productive partnerships, and the work group has been a catalyst for community building on Pantops. Ms. Kilroy stated that the stakeholders and community have really come together, and she hopes the work group model is something they will continue to use in the future. She said that after the interim report was completed, the work group worked on establishing when key activities of the recruitment plan would occur. She stated that the work group suggests appointment of an implementation group to oversee the implementation of the recommendations of the stakeholder work group with a focus on strategies identified to support volunteer recruitment, retention and productive partnerships. Ms. Kilroy said the implementation group would also recommend a structure of a long-term community-based group that will support the station. She said they recommend creation of an ongoing group to continue to engage community partners and work on recruitment and retention and would like to take the next 12 months to explore what this group might be.

Ms. McKeel invited Ms. Kilroy to introduce members of the work group.

Ms. Kilroy introduced Ms. Diane Berlin and Mr. Richard Hess, residents of Pantops. She then continued her presentation, displaying a slide that listed the goals of the implementation work group: working with area residents, businesses and civic partners to build community support for the Pantops Public Safety Station; assisting in the recruitment of 25 trained volunteers; and develop a recommendation on the structure of a long-term, community-based group to support the station.

Ms. Kilroy said they hope to be able to develop a case study to share with other communities regarding successful recruitment and retention strategies and partnerships and the structure of a long-term community-based group to support the station, once operational.

She noted that her next slide lists the members of the Pantops Public Safety Station work group as follows: representatives of area civic organizations, small businesses, residents, Board of Supervisors liaison and County staff, including Fire/Rescue Chief, Police Chief, and Deputy County Executive. Her final slide listed the desired actions from the Board: Accept the final report of the stakeholders work group; endorse the proposed implementation plan; and endorse the proposed Pantops Public Safety Station stakeholders implementation work group charter.

Ms. Mallek said that in the early stages, the station was designed to be a volunteer station, and she asked where the volunteer station charter fits in the presentation. She said that having 25 volunteers dispersed among all the stations is not the same thing as creating a volunteer station on Pantops, as was the Board's original intent, and she expressed her concern that this idea may be lost going forward.

Mr. Eggleston said this will have to be worked out, but the focus is on volunteer recruitment and management. He said the work group would determine if the organization develops into a 501(c)3.

Ms. Mallek responded that she thinks the expectation must be determined by the Board. She said that Station 15 was supposed to be all volunteer, but this did not happen, and she wants to make sure it does happen in this case.

Ms. Palmer said there have been discussions about spreading the volunteers to different stations and she understands the reasons why, but she expressed her hope that they make this a community station with volunteers.

Ms. Kilroy replied that the recruitment strategies of the work group have focused on the Pantops area, and they are clear in their charge that they recruit new volunteers and not draw them from surrounding stations.

Ms. Mallek said it has to be a driving goal from the beginning to establish an esprit de corps at the station and not draw volunteers from other areas.

Mr. Eggleston said the use of volunteers from other stations is not done on a regular basis, but only on rare occasions when necessary.

Mr. Dill stated that the original understanding for establishing the new station was that they would have to leave Martha Jefferson Hospital, and the station would be a direct substitute. He said that once things get going, it may be possible to extend hours and the mission. Mr. Dill expressed his opinion that it is important for the station to have its own mission. He discussed the unique dynamic of the area, with several major employers, such as State Farm and Westminster Canterbury, from which they can potentially draw volunteers.

Mr. Randolph suggested the work group establish a 501(c)3 first, as this could help draw people in to support and become members.

Ms. Mallek expressed her support to have Esther Page and Congressman Garrett's office work on having the group classified as a 501(c)3.

Mr. Walker clarified that the station will be termed a "Public Safety Station," not a "Rescue Station." He said the station has the physical ability to house other apparatus if needed in the future, and there is no intention of making it a fire station unless the Board were to support this.

Mr. Eggleston said the intent is to move the current daytime staff to the new station and recruit additional staff, with the expectation that service can be expanded in the future. He emphasized that the service they provide is more important than the name.

Mr. Dill asked if the station has an official name. He said there are some people on the advisory board who would like the station to become a fire station and expects there to be some pressure towards this effort in the future. Mr. Eggleston replied that the stakeholder group can select a name.

Mr. Dill **moved** to accept the final report of the Pantops Public Safety Station Stakeholders Work Group; endorse the proposed implementation plan; and endorse the proposed Pantops Public Safety Station Stakeholders Implementation Work Group Charter, which would direct the County Executive to appoint its members. The motion was **seconded** by Mr. Randolph. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Mallek, Ms. McKeel, Ms. Palmer, Mr. Randolph, Mr. Sheffield and Mr. Dill.
NAYS: None.

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Mr. Blake Abplanalp, Chief of Project Management, addressed the Board. He stated that they have had some disappointing bids come in for the project, and he would summarize what has transpired prior, during, and after the bidding process. He presented a slide that contained the following background information: Several months prior to the originally scheduled bid date, staff identified local and national trends of increasing construction costs; staff worked with the design professional and Fire/Rescue personnel in an attempt to modify some aspects of design to reduce costs without adversely affecting layout or function of the facility; and design changes were made that resulted in savings of $35,000 to $50,000, from roof and interior finish changes.

Mr. Abplanalp said the construction industry is suffering from a lack of skilled labor.

His next slide summarized the bidding process and stated that the original bid date changed from 12/22/16 to 12/1/16; Project Management marketed the project to over 25 firms in the contracting community throughout the state; they received bids from eight contractors, two each from Charlottesville, Richmond and Harrisonburg, one from Kenbridge and one from Waynesboro; the low bid of $2,935,000 from Kenbridge Construction was only $8,000 lower than the second lowest bid; and the first four low bidders were separated by only 1.88%.

His next slide showed a graph of all eight bids with the amount of the bids and the names of the contractors.

Mr. Abplanalp stated that Kenbridge Construction completed the Seminole Trail Volunteer Fire Department station and the Northside Library, and the County has a good, partner-like relationship with them. He pointed out that all the bids, including that of Kenbridge, which offered the lowest bid, exceed the County's budget for the station; the lowest bid is $335,000 over budget.

Mr. Abplanalp said that one alternative is to re-bid the job; however, procurement law requires that they modify the specifications significantly in order to re-bid. He said another option is to value engineer and work with the contractor to find savings, although it may be difficult to find $335K in savings. He noted that another alternative is to find additional funding, or a combination of value engineering and additional funding, which he proposes.

The next slide listed sources of potential additional funding: Proffer funds from Livengood and Cascadia developments; funds from savings on recent purchase of self-contained breathing apparatus equipment as a result of a piggy back purchase with the Virginia Beach Fire Department; unspent funds from Seminole Trail Volunteer Fire Department and Ivy Station.

Mr. Abplanalp stated that a potential time schedule for commencing with the project, should the Board express its approval, would be to have the contracts executed within two to three weeks and issue a notice to proceed by the end of the month. He said they expect the construction to last one year.

Ms. McKeel asked Mr. Abplanalp to clarify the amount of the project budget deficit. Mr. Abplanalp responded that the appropriation is for $364,000 and there is also value engineering, which would allow for a post-bid modification of the contract. He said the combination of these two factors would allow them to move forward with a project that has an eight percent contingency of about $270,000.

Mr. Randolph commented that what they can learn from this bidding is that the cost of the Woodbrook project is likely to be much higher than they projected. Mr. Abplanalp said they expect the skilled labor shortage and lack of subcontractors to grow even more by the second half of 2017.

Ms. McKeel stated that they need to quickly train members of the community so they can take these jobs.

Ms. Palmer asked about expected increased costs of concrete and cement as a result of a recently passed five-year federal transportation bill and expected construction resulting from this. She asked for the date of passage of the transportation bill. Mr. Sheffield said it was last year.

Mr. Abplanalp noted that the report they obtained this information from was provided by Skanska.

Ms. Palmer asked if the identified proffers were supposed to be for particular uses, such as public safety or trails. Mr. Kamptner stated that public safety was one of five categories for which the proffers can be designated.

Mr. Randolph **moved** to approve the appropriation of FY17 funding to the Pantops Station 16 construction project as set out in Appropriation #2017061 (set out in Item #9.1). Ms. Mallek **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Mallek, Ms. McKeel, Ms. Palmer, Mr. Randolph, Mr. Sheffield and Mr. Dill.
NAYS: None.

Agenda Item No. 12. Neighborhood Improvements Funding Initiative.

The Executive Summary presented to the Board states that during the Two Year Financial Plan process, the Board directed staff to allocate $1.4 million in one-time funding to support neighborhood level improvement projects prioritized with community feedback and leadership from the County's Community Advisory Committees (CACs). Staff presented some initial concepts about how such a program could be developed as part of the Two Year Financial Plan work session on December 14, 2016. The Board provided feedback and directed staff to continue developing a proposed approach for further review and discussion on February 1, 2017.

Staff has taken guidance provided by the Board during the December 14, 2016, discussion to develop a possible approach for implementing this new funding initiative. There were a range of opinions and suggestions that staff has attempted to incorporate into the proposed implementation approach, knowing that additional discussion and direction is necessary so that we can work towards clarity and shared expectations about the purpose and structure of the program. Staff desires guidance as to whether the Board's preferred approach to the program is understood correctly.

It is important to note that staff recognizes the Board's significant interest in urban revitalization efforts as described in the FY17 - 19 Strategic Plan, and understands the need to create capacity in the CIP through a variety of means to complete major projects. Further discussion on expanding the CIP's capacity through strategies such as service districts and transportation revenue sharing will occur over the next few months. Staff developed the approach outlined below to focus on smaller scale projects that improve neighborhood level place-making or quality of life that do not traditionally compete well when ranked against other priorities in the CIP such as schools and public safety. This funding initiative program will provide a means to move these types of initiatives forward. If the neighborhood funding initiative program as outlined below and further presented by staff does not meet the intention of the Board, staff will welcome more specific guidance.

Neighborhood Funding Initiative Outline:
As mentioned on December 14, staff has conducted best practices research which is summarized as Attachment A that revealed that the majority of these types of community focused improvement funding programs fall into three basic categories: neighborhood matching grants; formal citizen involvement in capital planning; and citizen-driven Capital Improvement Programs. After hearing the Board's discussion, staff thinks that the third category may most clearly align with the Board's preferences, so the program has been designed along those lines. If the Board would like this program to be more closely incorporated in the already existing CIP review, evaluation and ranking process that would be another viable approach.

Goal - The intended goal of this initiative is to create a way to fund small scale neighborhood improvements (one time capital investments) that benefit place-making and/or quality of life, focused on immediate small scale "built environment" projects or schematic design efforts that position a project to be considered for full funding as part of the CIP review process along with other identified community needs.

Important Considerations:

- The process for determining community priorities should be transparent and inclusive
- The CACs perform a critical role, with continued focus on role as liaisons/conduits for their larger communities of interest
- The process is fair and equitable process and provides a guaranteed level of funding for each master plan area represented by a CAC
- Consistency with master plans and broader Comp Plan goals and objectives is maintained

Proposed Process:

1. Staff convenes CAC chairs to provide orientation on the process including providing list of projects already identified via other processes that are of a scale that could be funded by this program as a starting point
2. Staff hosts an orientation session for all CAC members to discuss the process and kick off the program
3. CACs work with staff to provide a community brainstorming opportunity to identify other potential project areas and provide feedback on prioritization,
4. CACs discuss projects and community feedback and create a top tier of two priority projects
5. CACs submit projects to staff for vetting/scoping to get sense of cost, regulatory impacts, other considerations, staff provides evaluation back to CACs including cost if not already available
6. Staff assessment is reviewed with CACs for final ranking, CACs provide written recommendation to Board of Supervisors
7. The Board of Supervisors approve final project(s) per area based on available funding

Funding Assumptions:

- $1.4 million total allocated for program costs
- Each master plan area represented by a CAC receives a base amount of $75,000 for equity
- Master plan areas receive additional funding by formula based on population (Chart of how that could be approached is included in Attachment B)
- Program costs associated with this funding initiative (project management, preliminary design/cost estimating, CAC facilitation) will come out of the $1.4 million total unless an alternative funding source is identified by the Board

Outstanding Issues that Need Board Confirmation:

- Staff is currently approaching this initiative as a pilot project without necessarily creating expectations that this will be an ongoing funding source at this time.
- The $1.4 million will be a dedicated item in the CIP. However, review of the projects will not be folded in to the regular CIP review process. If any conceptual design projects result in construction projects of a scale beyond what can be funded by this program, those projects will go through regular CIP review and will compete with other identified community priorities for funding.
- Staff resources - this program will be resource intensive in a way not anticipated by the current Two Year Fiscal Plan. Even if supported as a pilot project, additional staffing resources will need to be provided to support the many elements of implementation including community engagement, project development, project management, etc.

The Board has directed that $1.4 million in one-time funding be allocated to this program.

Staff recommends that the Board consider the program process as proposed and offer feedback and additional guidance as warranted. When satisfied with the approach, it is recommended that the Board direct staff to initiate the Neighborhood Improvement Funding Initiative.

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Ms. Lee Catlin, Assistant County Executive, addressed the Board and stated that during the two-year plan process, the Board directed staff to allocate $1.4M in one-time funding to support neighborhood-level improvement projects, which would be prioritized with community feedback and leadership from community advisory committees. She said at a December 14 work session, staff provided initial guidance as to how the program might work and obtained Board feedback, then were asked to return in February with a proposed approach for additional discussion and direction. Ms. Catlin expressed thanks for the involvement of the CACs, and recognized leaders of two CACs who were present at today's meeting. She emphasized that what she is about to present is a work in progress as they attempt to get to a next step in definition, stating that they are eager for direction and clarity so they can continue with getting the program off the ground.

Ms. Catlin presented an outline of her presentation as follows: Overview of Goals and Objectives, Program Design, Program Implementation, and Board Direction. She thanked Ms. Kilroy for taking the lead on best practice research, which they have provided as an attachment to the presentation handed to Supervisors. She said the programs they found fall within three distinct categories: neighborhood grant programs, which consist of seed or match money to get a small, community-level project accomplished;

the next level, which is formal citizen involvement in capital planning; and citizen-driven capital improvement programs where citizens in the community are given decision-making authority over pots of money to make things happen on a neighborhood scale. Ms. Catlin noted that an example of formal citizen involvement would be dedicated citizens' committees that provide input throughout the capital planning process so that citizen perspective is reflected in decisions. She said some common themes they found within these three types of programs were that local elected officials began by allocating a funding pool, established a program process to manage things, allowed local citizens to establish prioritization, and provided opportunities for community feedback.

Ms. Catlin next focused on what her office and staff understand to be the Board's directives. She said they understand neighborhood initiatives to be an opportunity to fund smaller-scale neighborhood improvements and one-time capital investments that benefit place making and quality of life and focus on built environment projects or schematic design efforts as a first step to accomplishing a built environment project. Ms. Catlin stated that the Board expressed concern that smaller neighborhood-level projects do not compete well in the CIP process for funding against projects that are about health and safety or education, and so some of these projects have languished. She said they are looking at this program as an opportunity to boost projects that can have an immediate, positive impact within master plan areas. She cited some examples of small-scale projects, including bus stop enhancements, pedestrian paths, pond amenities, traffic calming, signalized pedestrian crossings, and pocket parks. Ms. Catlin said they also understood the Board's interest in getting a start on a larger scale project that could not be completely funded within program parameters, but that would position a project to be ready for funding from another source, such as smart scale or a grant or entry into the CIP program.

Ms. Catlin presented a slide entitled "Guiding Principles," which listed principles as being: Transparent and inclusive; the CACs perform a critical role; it is a fair and equitable process; consistent with master plans; and a pilot project without expectations of ongoing funding. She invited feedback from the Board.

Mr. Sheffield commented on the importance of prioritizing ideas that can leverage additional resources, such as dollars or partnerships, and suggested this be added to the list of guiding principles. He said there should be an inventory of what staff has already done so that CACs can understand what has already been put together. Mr. Sheffield stated that he would like to put together a more comprehensive planning, quasi-engineering effort that does not focus on small projects to take advantage of economies of scale that come with larger projects. He said that as a past consultant, he has experienced that repeated meetings with constituents and stakeholders add to the cost of a project, and a more concentrated effort can lower costs and enable them to use these cost savings to spread them over larger efforts at the small, neighborhood level scale. He said he will likely encourage his CAC to brainstorm on different efforts and then meet with County staff to discuss which ones can be accomplished within the allocated budget, and then use the services of a consultant to put the ideas together in a way in which other CACs can join in the same project.

Ms. Palmer said these are good ideas, although she has an issue with one of them. She said they should not lose track of letting the CACs come up with what they think are the most important things. She expressed her willingness to have Mr. Sheffield's additional criteria of adding the leveraging of additional resources as a guiding principle, but does not believe it should be the main criteria in a project-scoring mechanism but one of several. She used an example of how many CACs would like to connect trails, yet these projects would likely not be something that can be leveraged and thus might not score highly.

Mr. Sheffield responded that he sees the CACs as a conduit for public input of ideas, but not the only source of ideas.

Ms. Catlin interjected that the next part of her presentation would focus on program design and implementation, which may address some of these issues. She said that it is understood that CACs can interpret what is most important for them based upon community input.

Mr. Randolph expressed his appreciation to Mr. Sheffield for outlining his vision of the CAC. He expressed agreement with Ms. Palmer's comments and said it is important to be very careful about how they establish criteria for a scoring system that could favor large projects that can galvanize more money, which he believes should be funded through the normal CAC process. He expressed agreement that leveraging should be part of the evaluation process, but not used as a means of distinguishing and denying funding for a project that cannot be leveraged. Mr. Randolph said he is struggling with the question of whether the $1.4M they have for these projects should be limited to one project per CAC, or whether they should take advantage of a situation where two projects within a CAC could collectively be fundable. He urged the Board to consider projects that are the most worthy and not necessarily just approve one project per CAC. He also expressed his opinion that, in addition to meeting with chairs of CACs, they also include vice-chairs.

Ms. Catlin expressed agreement with Mr. Randolph's suggestion that they include vice-chairs. She said it is also important for the Board to provide direction as to whether they see the approval of projects as a competitive process with only the best projects rising to the top, or a process in which all CACs can have a project funded, without having to beat out somebody else.

Ms. Palmer asked Mr. Sheffield to clarify his earlier comments and whether he believes CACs should be pooling their efforts or competing with one another.

Mr. Sheffield said they would not get to that point until they have a sense of the ideas that will come out of the CACs, as there could be a commonality of ideas that arise. Responding to Mr. Randolph's comments, he said that he sees this effort as a way to prepare for the CIP review process, which he feels is hindered by projects that do not have enough detail as to what they could leverage. Mr. Sheffield said he does not see this as circumventing or competing, but as a missing step for allowing some projects to move forward, as they are at a level where it is hard to come up with estimates and information to make them compelling CIP projects.

Mr. Randolph agreed with Mr. Sheffield about not circumventing or competing. He said the way the goal reads is as though projects would go to the CIP process in the future; however, there are projects that have spent several years in the CIP process and have not been fundable. Mr. Randolph stated that projects should, at some point, have gone through the CIP assessment and oversight committee process, as the Board will have already seen them.

Mr. Dill expressed concern that some small projects, such as those supported by a garden club, would not be able to compete in the CIP process.

Ms. McKeel recalled that many years ago, the County offered small matching grants of $500 for neighborhood projects, and her community applied for and received a grant to beautify the circles in cul-de-sacs, which are still in existence and are being maintained. She said this was a great investment for which her neighborhood had ownership, and she is thrilled this concept is coming back even though it is in a different format.

Ms. Mallek stated that she likes the idea of CACs acting as conduits for ideas, but not as gatekeepers. She said she does not favor giving CACs money to spend however they wish, and expressed support for prioritizing well-designed plans that can be leveraged for grants. Ms. Mallek emphasized that the multiplier aspect is very important to her.

Mr. Sheffield asked for a brief overview of the process of how a project, such as curb repair on Commonwealth Drive, would get into the CIP. Mr. Trevor Henry, Director of Facilities and Environmental Services, replied that it might first be identified by Facilities Management as a maintenance issue that they would then have to create a project around. He said he has advised communities and CACs that they should work with the sponsoring entity in the County, such as Community Development or Public Works, for assistance in crafting a request to get into the process.

Mr. Sheffield asked if such a project would compete with all the other projects. Mr. Henry confirmed this.

Mr. Sheffield said he hears from residents that they want to improve the quality of life where they live and they ask him how they can achieve these aims which can be difficult. He said he hopes this effort can formalize this process so they can have a uniform and measured approach.

Mr. Henry added that there is a second part, which is the master planning process, working with Community Development. He said this feeds a lot of these kinds of projects into the system.

Mr. Randolph said he wants to reinforce a point made earlier by Mr. Sheffield, stating that rather than hiring various consultants to work on projects as they come up, it would make better economic sense to hire a consultant for a period of a few years who could oversee the development of several projects.

Mr. Sheffield expressed his preference for hiring planning staff instead of consultants.

Ms. McKeel said the focus for many years has been on the rural areas, but the County has been urbanizing and they are dealing with more urban issues.

Ms. Catlin summarized what she has heard in today's meeting: Maintaining flexibility for CACs to select small projects; keep the door open to large-scale projects, for which this initiative might only fund the first step as they prepare a project for entrance to the CIP in a more developed form by which to draw down funds or form partnerships; CACs should be conduits but not gatekeepers; adding the leveraging of other resources as an additional guiding principal. Ms. Catlin added that they should make CACs aware of plans and ideas already in existence.

Ms. Catlin continued with her presentation, stating that they will add CAC vice-chairs to initial orientations and discussions. She said they will provide CACs with a list of projects that have already been identified for their areas so there can be a starting point to consideration of projects that could fall within a scale to obtain potential funding. Ms. Catlin stated that there would then be follow up, town hall-like sessions with the full CACs. She said the next step would be the project identification stage where members of CACs can discuss already identified projects, and they have a tool that enables community members to provide feedback to the CACs. Ms. Catlin said the next steps would be project prioritizing by CACs of top tier projects; project scoping in which staff overseas vetting of top tier projects and reports back to the CACs, which then select their final priorities; and final approval of projects by the Board of Supervisors.

Mr. Randolph commented on the stage that involves scoping and vetting and suggested the addition of the two following verbs: assessing and scoring, which is the stage where the scoring process should be. He suggested that one of the scoring assessment criteria should be the impact of a project on enhancing the neighborhood model.

Mr. Sheffield added that it is important to use the correct terminology as project sounds like something that is getting built whereas an idea is something that is being explored. He said they are talking about taking ideas and getting them to a project stage.

Mr. Henry presented a slide entitled "Neighborhood Improvements Funding Initiative Project Management Framework," which showed a project management type flow chart of how projects would be completed through all phases. He listed the main phases as: project initiation, project scoping and approval, design and construction, and project closeout. Mr. Henry stated that the next slide pertains to project costs, and explained the concepts of soft costs which typically represent 15-30% of the total budget vs. hard costs which represent 70-85% of a project budget. He explained that soft costs include project scoping and approval, design fees, project management fees, and project contingency; hard costs include general contracting, owner-furnished items such as equipment and furniture, and all things brick and mortar related. He listed 11 recent projects and showed the percentage that soft costs represented of the total project budgets for each project. He listed some criteria to consider in selecting projects as costs, timing, and priorities, and showed a cost breakdown of eight recent CAC projects.

Ms. Catlin interjected and said her understanding of what the Board originally directed was that they want some money that has flexibility and the opportunity for citizen input and selection in projects that will make a difference in their place-making and quality of life, with criteria that is different and looser than something that would be ranked, scored, and numbered and competing with other projects for CIP dollars. She said if they are getting this wrong, then the Board needs to let them know.

Mr. Dill said he imagines more of the flexibility option without a scoring system.

Mr. Randolph said he thinks they are looking at different levels of projects. He said he did not imagine they would be talking about the use of cement trucks and construction as presented by Mr. Henry. He stated that he was at a recent meeting of the CAC for 5th and Avon and asked its members for their opinions as to whether funds should automatically go to each CAC, or if they prefer the County spend dollars in the best way possible and not waste taxpayer dollars on projects that could be seen as frivolous. Mr. Randolph noted that his sense from their feedback is they prefer the Board be conscientious about spending dollars. He said he is not wedded to a complicated formula, but they should ensure there is accountability.

Ms. Catlin stated that there have to be thresholds and areas of acceptability on which to vet the projects.

Ms. Palmer said she heard from the 5th and Avon CAC that they want to make sure there is not a "use it or lose it" situation whereby they have to use the entire amount allocated.

Ms. Catlin continued the presentation of Neighborhood Improvements Funding Initiative. She presented a slide that asked for clarification of the Board's direction on: confirmation of program goals and design; one-time or ongoing commitment; confirmation of funding allocation proposed; if a CAC develops a project that feeds CIP confirmation it will be prioritized according to existing CIP processes and compete against other capital projects; and staff resources, costs of "soft costs" will come from existing funding allocation or additional funding source.

Mr. Randolph said he hopes they can come back and discuss the neighborhood grant program idea that exists in other communities and determine if they can find some money to allocate to partnerships with Police, Fire and Rescue, and Social Services, and look at where they could use this money for neighborhood ownership and improvement. He stated that this could be a way to counteract the blight effect they are encountering in some communities.

Ms. McKeel said she would love to have this discussion later, and asked Board members if they would like Ms. Catlin and staff to come back again for another discussion or allow them to work with what they have already been provided.

Ms. Mallek said she is comfortable with saying they have a general outline and let staff work on things and see what comes forward. She expressed her willingness to consider the hiring of a consultant who has experience with granting agencies who can package all of this so they can get some return quickly. She mentioned a conversation she had years ago with Secretary of Transportation, Aubrey Lane, when she expressed her concern to him that they were giving too many projects to a consultant. She said his response was that it is more effective to have one consultant work with several projects.

Ms. Catlin displayed a slide showing the expected work flow for approval of projects in the phases of orientation, project identification, project prioritizing, project scoping, and final approval. She asked the Board to focus on the third phase, project prioritizing, and asked if they would then reconvene after this phase.

Mr. Sheffield suggested that they reconvene just before the end of this phase and provide the Board with a sense of which projects have come forward.

Ms. Catlin said this makes perfect sense and asked if they should back off the $75,000 per CAC allocation until the projects have been identified, so they do not perpetuate the idea that they have money in the bank until the Board makes its determination.

Mr. Sheffield and Mr. Randolph agreed with this.

Ms. Mallek said she likes the idea of the $75,000 as an incentive to get working and is not worried about setting this small amount out there.

Ms. Catlin said the alternative is to continue with the idea that there is seed money in the amount of $75,000 for each CAC, while the rest of the funding is not allocated until the Board has had the chance to review the project.

Mr. Sheffield said he understands if there is a need to list a dollar amount; however, he believes that just telling the CACs there will be a financial commitment to help move projects forward is better than having a specific dollar amount.

Ms. McKeel expressed her agreement with Mr. Sheffield.

Mr. Dill said he likes the idea of having some kind of range so people would not suggest projects beyond what can be funded. He said if they do not have a figure, they may be overwhelmed with project ideas.

Ms. Mallek said that even if a proposed project is too big, it can inspire ideas that eventually could be funded through alternative means.

Mr. Henry said what he is hearing from the Board is that they be able to engage with CACs for project identification, recognizing that funding is a moderating but not limiting factor, as a way to frame conversations with the CACs.

Ms. Catlin stated that, based on what staff has heard today, they would initiate meetings with the chairs and vice-chairs of the CACs, followed by meetings with the entire CACs, and then come before the Board in April or May to discuss how projects will be selected and dollars allocated.

Ms. McKeel said that Mr. Randolph had a great idea about incentivizing, particularly with older neighborhoods, with small grants, and she asked Ms. Catlin to consider this.

Recess. The Board recessed their meeting at 3:26 p.m. and reconvened at 3:41 p.m.

Agenda Item No. 13. Albemarle County Board of Supervisors Rules of Procedure.

The Executive Summary forwarded to the Board states that the Board adopted its Rules of Procedure, which include three Board policies (collectively, the "Rules"), at its annual meeting on January 4, 2017. Rule M allows the Rules to be amended by a majority vote of the Board at the next regular meeting following a regular meeting at which notice of a motion to amend is given.

The County Attorney began reviewing the Rules in December in order to ensure that they were in compliance with recent First Amendment case law. That review then extended into an examination of the Rules' readability. As a result, the County Attorney has prepared amended Rules of Procedure and Board Policies for the Board's consideration. The proposed substantive changes focus primarily on clarifying the concepts of maintaining decorum and using civil language at meetings and clarifying other existing rules. However, most of the proposed changes are related to the presentation and organization of the Rules: (1) the font size has been increased from 10 to 11 and the justification has been changed from full justification to left justification so that the Rules are easier to read; (2) lengthy paragraphs have been separated into subsections based on their subject matter so that a particular rule is easier to find, and catch lines have been added to these new subsections; (3) section headings and subsection catch lines have been changed from italics to boldface type, which is a more effective signal of a particular rule's subject matter; (4) the Rules have been re -"numbered" from lettered section headings to the more conventional numbered section headings; (5) the Rules have been reorganized to consolidate related subject matter in the same section or subsection as much as possible; (6) the Rules have been written in plain English to the extent possible, recognizing that a number of rules implement State law and it is advisable to use the language in the State law; and (7) the Policies pertaining to travel reimbursement, the creation of boards and commissions, and appointments to boards and commissions, have been removed and placed in a separate policy document.

The proposed Rules and Policies are Attachments A and B. The proposed Rules include comments following each section and subsection explaining the source for the Rule and the nature of any proposed change in the language.

There is no budget impact.

Under current Rule M, one or more Board members may give notice that a motion to amend the Rules will be made at the next regular meeting of the Board. The notice requirement in Rule M may also be satisfied by the Board adopting a motion to consider amending the Rules at its February 8, 2017 meeting.

Mr. Kamptner presented to the Board and reminded the Board of a City of Charlottesville case for which the trial court released its opinion in late November, as well as a U.S. Supreme Court decision in the case of Reed, which caused his office to bring amended sign regulations to the Board in December of 2015. He said there has been a change in case law dealing with constitutional law, particularly with the First Amendment. Further, he said he recently reviewed the rules and noticed that they are not well organized by subject and said it might be time to start from scratch. Mr. Kamptner said the purpose of today's discussion is to consider whether to amend the rules of procedure and policies as he proposes; if so, one or more Board members may give notice of a motion to amend at the Board's February 1, 2017 meeting, or the Board may adopt a motion to that effect.

Ms. McKeel asked if the amendment could go on the consent agenda. Mr. Kamptner replied affirmatively.

Mr. Kamptner then listed three reasons for amending the rules: 1) Ensure compliance with recent First Amendment case law, 2) Improve clarity, and 3) Improve readability. He presented a slide listing changes required to comply with the First Amendment as follows:

- What would change: Rules for speakers to maintain "decorum" and using "civil language" would be replaced by rules establishing the time, place, and manner in which speakers may speak.

- What would not change: The ability of the Board to conduct business effectively and efficiently to maintain order and to address actual disruptions.

- Time: The length of time each speaker may speak, ranging from 2-10 minutes depending on the circumstances.

- Place: Speakers are to speak from the podium.

- Manner: Speakers are to address the Board, not the audience, comply with the time and place rules, speak to matters relevant to the agenda item (does not apply to matters from the public), and not cause an actual disruption.

The next slide listed examples of what are and what are not actual disruptions as follows:

Actual Disruptions:
- Speaking beyond the allotted time.
- Engaging in extended irrelevancies during specific agenda items.
- Creating excessive noise in the audience that prevents the Board from conducting business.

Not Actual Disruptions:
- Making personal attacks on public officers or employees during "matters from the public."
- Silent NAZI salute
- Engaging in speech that may offend or be hostile.
- Engaging in speech that causes the audience to become lively or agitated.
- Generalized fear or apprehension of a disturbance.

Ms. Palmer asked if a speaker could be asked to address comments to the entire Board rather than to one particular Board member. Mr. Kamptner said no, but there is the potential to charge someone with defamation.

Mr. Dill asked about crossing the line to a threat to a Board member. Mr. Kamptner said that a specific threat of an illegal action would not have First Amendment protection.

His next slide was entitled "Improve Clarity" and listed the following:

- The rules have been reorganized to consolidate related subject matter in the same section or sub-section as much as possible.
- The rules have been written in plain English to the extent possible, recognizing that a number of rules implement state law and in some cases it is advisable to retain statutory language.
- The three board policies embedded in the Rules of Procedure have been placed in a separate "Board Policies" document.

His next slide was entitled "Improve Readability" and listed the following:

- Lengthy paragraphs are separated into sub-sections.
- Section headings and sub-section catch lines are revised or added to allow the reader to find particular rules more easily.
- Conventional numbering is used.

Ms. Mallek recalled that when she was Chair, there were incidences when meeting attendees could not keep quiet and had to be escorted out by the presiding security officer to Room 241, where they could listen to the meeting. She asked if it would be acceptable under the new rules to provide direction to speakers as to expectations of decorum. Mr. Kamptner responded that this would still be fine.

Ms. McKeel **moved** that the Board give notice to amend its Rules of Procedure and Policies on February 8, 2017. The motion was **seconded** by Ms. Palmer. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Mallek, Ms. McKeel, Ms. Palmer, Mr. Randolph, Mr. Sheffield and Mr. Dill.
NAYS: None.

Agenda Item No. 14. **Presentation:** 2017 Real Estate Reassessments.

The Executive Summary presented to the Board states that Albemarle County Code §15-1000 requires all real estate in the County to be assessed annually as of January 1st each year and requires the County Assessor's Office to conduct new reassessments. The Constitution of Virginia, Article X, Taxation and Finance, Section 2, Assessments dictates that "all assessments of real estate and tangible personal property shall be at their fair market value, to be ascertained as prescribed by law." Also, County Code §15-1000 (C) requires all real estate assessments to be made at 100% of fair market value.

The Real Estate Assessor's Office has completed the annual reassessment process for 2017 and notices are scheduled to be mailed to property owners on January 31, 2017. Among the information traditionally provided by the County Assessor's Office is the average change in assessed value. For 2017 the average property value increased by 2.4%. However, the majority of properties' assessed values have changed by an amount either greater than or less than the 2.4% average, and in many instances, the 2017 assessed values are substantially different than the average.

Property owners who wish to appeal their annual reassessment to the County Assessor must do so by February 28, 2017; this level of appeal is referred to as an Administrative Review and is allowed by County Code §15-1002. Appeals may be made also to the Board of Equalization, if filed by March 15, 2017 or 30 days after the County Assessor has rendered his decision on the Administrative Appeal.

Preparation of mass appraisals that result in fair and equitable assessments requires the work of competent, well-trained personnel in the Real Estate Office in their application of assessment principles and best practices, adherence to Virginia Code and Albemarle County Code, and compliance with regulations promulgated by the Virginia Department of Taxation. To ensure a seamless transition from our former legacy software system to the new Vision mass-appraisal system, and, in our quest to earn the coveted award from the International Association of Assessing Officials (IAAO) of *Certificate of Excellence in Assessment Administration*, Finance procured the services of IAAO to perform certain reviews, validations, and documentation of the 2017 assessment process.

County Assessor, Pete Lynch, will make a presentation to the Board of Supervisors regarding the reassessment process and outcome for 2017 as part of this agenda item consideration. The presentation will highlight statistical information about reassessment results by magisterial districts and the change in value for the "average" homeowner, as well as other useful statistical and demographic information.

A Frequently Asked Questions document (FAQs) has been prepared by County staff for distribution to property owners and has been included in the mailing of assessment notices. A copy of this FAQs sheet is included as an attachment for your reference.

Although the results of the 2017 reassessment process greatly inform the budget development process, there is no direct budgetary impact specifically related to this information.

Staff recommends that the Board receive the 2017 Real Estate Reassessment report as presented. There is no formal action required.

Mr. Peter Lynch, County Assessor, addressed the Board, stating that he will discuss the results of the 2017 reassessment. He said they have implemented a new computer system to handle the assessment data and provide tools to work on the reassessment, an effort that has been very helpful. He thanked Financial Systems and Business Processes Manager, Jonathan Kern, for bringing the new system together and making it work. He also expressed appreciation to his appraisal and administration staff for their hard work, as they had been short of staff but recently reached a fully staffed level. He said the reassessment resulted in a 2.9% increase to the tax base from existing properties, stating that the new values are well supported, as they were able to use information from over 1,900 sales to determine valuations. Mr. Lynch stated that the ratio of the sales price to the assessment tells them that they are appropriately assessing properties, as the average assessment is at 99% of sales price, with the median at 98%.

Mr. Lynch presented the following data for overall average change in 2017 by magisterial district: Rio 2.96%, Jack Jouett 2.93%, Rivanna 1.86%, Samuel Miller 3.2%, Scottsville 3.65%, and White Hall 2.88%.

Mr. Randolph commented that the greatest variations are within the urban ring of the County.

Mr. Lynch said that his next slide lists percentage of change in assessed values by property category: urban residential 4.2%, other residential up to 20 acres 1.18%, multi-family 4.78%, commercial properties 2.32%, rural (20–99.99 acres) 2.19%, and rural (100+ acres) 4.31%.

Ms. Mallek said it is very important for people to know that the house and improvements on land use parcels are valued at 100%, as if they were in a neighborhood with a small lot, while the land is valued at a different level. Mr. Lynch confirmed that improvements on a parcel and land-use are appraised at full market value, along with the home site itself.

His next slide showed assessment changes by property value: under $200K -0.29%, $200–$275K 4.68%, $275–$350K 4.97%, $350–$450K 3.09%, $450–$650K 2.78%, $650–$1M 1.86%, and over $1M -2.64%.

His next slide showed taxable assessment changes as follows:

Change Amount	**Number**	**Percentage of Total**
Reduction of more than 10%	2,384	8%
Reduction of 0-10%	6,965	23%
Increase of 0-10%	15,585	51%
Increase over 10%	5,001	19%
Increase over 20%	795	3%
Total	30,730	100%

Mr. Lynch next provided a list of steps he recommends Supervisors provide to constituents who have questions about their assessments: contact the Assessor's Office as the Assessor can explain the valuation process, confirm the property description and have the Assessor correct any incorrect data; and if the property owner is not satisfied with the response of the Assessor, request a review by completing and signing the 2017 Real Estate Assessment Review Form, which must be submitted by February 28. He said the property owner should provide a reason and support as to why they do not agree with the assessment. Mr. Lynch said the third step, if a property owner is still not satisfied, is to request a Board of Equalization appeal by submitting the appeal form by March 15. Mr. Lynch stated that an exception to this deadline is to submit the appeal within 30 days of obtaining a response from the Assessor's Office to a request for review submitted by February 28. He noted that it is possible to skip the first two steps and immediately request a Board of Equalization appeal, but he recommends following the first two steps. He said the Board of Equalization conducts hearings from June to August and must complete its business by September 1. He said the Board is composed of six County residents that meet certain requirements in terms of real estate background, and their decision is binding.

Mr. Lynch's next slide showed various rental rates for land used for agriculture, horticulture and forestry purposes. His next slide showed that in 2017, 66 properties had veterans' exemptions, with values totaling $20,372,200, and he showed the number of properties and the dollar amounts increasing each year since 2011. He emphasized that this figure does not represent the amount of taxes lost, but the amount of assessed valuations lost.

Ms. Mallek pointed out that this program was created as a result of a state constitutional amendment.

Agenda Item No. 15. **Presentation:** Department of Social Services Annual Report.

The Executive Summary presented to the Board states that pursuant to Virginia Code § 63.300, all counties in Virginia are required to establish a local board to oversee the provision of social services to its residents. The Board of Supervisors established the Albemarle County Department of Social Services Advisory Board in 1997. One of its required duties is to make an annual report to the Board of Supervisors, concurrent with the Department's budget presentation, concerning the administration of the public welfare program

The FY16 Annual Report provides a summary of the Department's programs and services, including the number of cases in each program area for the year, coupled with stories of some of those served. Also included are the Department's Key Performance Indicators and unaudited statements of financial resources. Of particular note in this report is the continued increase in the number of individuals served through our Department's Medicaid Program, as well as the increases in Adoption, Child Protective Services, Family Preservation Services, Adult Services and Bright Stars. One positive change is that due to our intensive family finding efforts and prevention services, the number of children in foster care has decreased. Finally, the workload measures data show that the department continues to operate with less than the required number of staff as determined by the 2008 VDSS Workload Measures study.

Funding for the Department of Social Services is included in the County's annual operating budget.

Staff recommends that the Board receive the Department of Social Services Advisory Board's FY16 Annual Report as presented. No formal action is required.

Ms. Debbie Stone, Chair, Albemarle County Social Services Advisory Board, began her presentation by discussing how Medicaid application processing has been challenging, mainly due to issues with a new computer system, VACMS. She said the problems are with latency issues and failure of the Medicaid application to move over to the system. Ms. Stone next presented a slide demonstrating substantial workload increases since July 2016 among several programs. She said the number of recipients of the Supplemental Nutrition Assistance Program (SNAP) has been decreasing, as the program is time limited for able-bodied adults, noting that there is a correlation between the change in the unemployment rate and the number of SNAP recipients. Ms. Stone next discussed the energy assistance programs and how the number of recipients vacillates according to the weather. She said the program calculates income for undocumented household members in a different manner, and some households with undocumented members will qualify for SNAP but not for energy assistance. She next discussed Temporary Assistance to Needy Families (TANFF) and how the number of recipients has been declining, which she said may be attributable to strict eligibility rules and the relatively small benefit offered.

Ms. Stone continued by discussing the Medicaid program, which has had an increasing number of applications, mainly as a result of the Affordable Care Act and assistance offered by Department of Medical Assistance (DMAS) in applying through the Cover Virginia call center. She next focused on some new initiatives of the Department of Social Services, including the Marketing Communications and Outreach Management Team, which aims to have the department become better known in the community. Ms. Stone said another initiative is the Process Improvement Management Team, which focuses on changing key organizations and processes and is currently working on enhancing front office activities, improving hospitality, and ensuring that all customers are provided a face-to-face response. She stated that a third initiative is enhanced front end operations, which offers increased administrative support at the point of application, which they expect will help improve time frame performance measures.

Ms. Stone concluded her remarks by saying it has been a privilege to serve on the advisory board, and she thanked the Board of Supervisors for their support. She invited questions to be posed to Ms. Phyllis Savides, Director of Social Services.

Mr. Randolph said he has noticed the increase in the number of adopted children supported with subsidy payments, which has increased for four consecutive years, family partnership meetings increasing for five consecutive years, and increases in the number of those receiving adult services. He asked if these are adequately staffed. Ms. Phyllis Savides replied that they are understaffed.

Mr. Randolph noted the increase in the caseloads of those receiving adult services, and asked what benefits would be derived if they were able to increase staffing levels. Ms. Savides responded that the budget for adult services represents those receiving companionship services and is capped, having a finite amount of money. She said there is a waiting list of adults needing companion services, and they would require additional funding to pay for additional companions. She said the benefit of additional staff would be to allow for increased screening of applicants, as well as resources to actually pay for additional companion services.

Mr. Randolph noted that the number of uninsured medical patients referred to UVA Medical Center has been steadily decreasing since FY12, and he asked if this is related to the Affordable Care Act and if elimination of the ACA would impact the County's ability to address the needs of uninsured patients. Ms. Savides replied that she would expect to see an increasing number of uninsured individuals and families without resources to access health care, with more people coming into DSS and more using the UVA Medical Center.

Mr. Randolph said it would be valuable to have an analysis of the impact on services in the County if federal funds were to be reduced by various levels. He said they need to be realistic about what the current administration might do, and an analysis of this kind could help make the case for the Board to support preventive programs that could save taxpayers money and add to the quality of life of citizens who have the right to receive services.

Ms. Savides said the greatest concerns her department has are changes to the Affordable Care Act and concern that the federal government would change the Medicaid and SNAP programs to a block grant. She said this would affect their ability to provide services to those who need them, and mentioned that the nominee to be Secretary of Health and Human Services is a supporter of block grants.

Ms. Palmer asked Ms. Savides to elaborate on how housing insecurity leads to problems that they end up paying for. Ms. Savides stated the lack of affordable housing has been a huge issue for a number of years, and she cannot remember the last time the County was able to offer new housing vouchers, including rentals, as well as having landlords to work with voucher recipients. Ms. Savides said that childcare subsidies are also important so that people can go to work.

Ms. McKeel asked Board members if they would like Ms. Savides to appear before them again during the budget cycle.

Mr. Dill and Mr. Randolph expressed interest in having her come before them again.

Ms. Mallek asked what the shortage is in terms of number of employees in prevention services. Ms. Savides replied that she does not have the exact number, but would come back and provide an answer. She said the Board has been generous in allowing them to add new positions, but the caseloads have been increasing so it has been difficult to keep up.

Mr. Walker stated they could probably fit some time into the budget work sessions.

Ms. Savides mentioned the new process that DMAS was going to put forward, and they were successful in getting it delayed until July 1.

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Agenda Item No. 16. **Presentation:** Bright Stars Annual Report for FY16.

The Executive Summary presented to the Board states that as a result of the Virginia Pre-School Initiative (VPI) funding initiated by Governor Wilder in 1994, the Board established the County's Bright Stars program as a collaboration among the Department of Social Services, the School Division, and Local Government. The Department of Social Services serves as the coordinator and fiscal agent for the program. The first classroom was established at Stone Robinson Elementary School, and this year (FY16) the program had eleven classrooms in eight elementary schools, including two at Greer and three at Cale and one classroom each at Agnor-Hurt, Red Hill, Scottsville, Stone Robinson, Stony Point and Woodbrook. In 2009, the Pre-School Network for Albemarle County was established to oversee the blending of funding streams from the VPI, Title 1 and Early Childhood Special Education programs to serve more children in inclusion classrooms.

The FY16 Annual Report includes a review of the Pre-School Network services, including the number of children served and the results of educational and family outcomes. Also included are the Program's Key Performance Indicators and VPI unaudited finances.

Continued funding for the program is being requested in the FY18 budget.

Staff recommends that the Board accept the FY16 Bright Stars Annual Report.

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Ms. Ann McAndrew, Bright Stars Program Coordinator, presented to the Board. She stated that she is happy to report on another successful year for Bright Stars. She acknowledged Emily Swift of the Department of Social Services for her contributions to the report. She said the program grew by 28 students in FY16, as a decision was made to add one child to each of the ten classes and a new class was begun at Cale Elementary. She said they received a $100K grant from the Department of Education last spring, which allowed them to place 13 children in two private preschools. She said that 41% of Bright Stars children are those with limited English proficiency vs. 18.7% district wide, and the County schools continue to become more linguistically and ethnically diverse. She presented a slide that showed the racial/ethnic composition of the County schools overall and of the Bright Stars participants, as well as a slide showing the rapid growth from 2013 to 2016 of the percentage of students who have limited English proficiency. Ms. McAndrew said her next slides compare the percentage of students meeting the Phonological Awareness Literacy Screening (PALS) benchmark and numeracy skills in the fall vs. the spring, which showed the majority of students did not meet the benchmarks in the fall, but by spring the majority did meet the benchmarks.

Ms. McAndrew next showed slides comparing the percentage of Bright Stars students scoring at or above grade level in reading and math from 1st through 5th grade vs. the overall school population, and said the Bright Stars participants continue to make demonstrative progress. The next slide showed results of a survey of parents of Bright Stars students of how they believe the program has helped their children in various areas, such as language and self-care, and motor, problem-solving and other skills. Ms. McAndrew noted the survey shows that over 90% of parents surveyed reported improvement across all categories. She said they strongly value parent involvement and participation and believe that by providing a positive experience for parents in their relationship with the child's teacher, it is more likely the parents will maintain a close relationship with the school going forward, which can be a critical factor in ameliorating the future risk of school failure. She said they have nine family coordinators that support the Bright Stars program by encouraging and assisting parents in attending school conferences and parent events, and they serve as liaisons between parents and school staff.

Ms. McAndrew next thanked organizations that donate to the program and provided a few examples, such as Sentara Martha Jefferson Health Care, which donates dental care; Montinova Farm provides horse riding lessons; free skating sessions at Main Street Arena; Elks Club, which serves holiday meals and provides summer camp experiences; Blue Ridge Food Bank, which delivers snacks for children in the classroom; Needlework Guild, which collects and distributes clothing to children; Paramount Theater and Virginia Discovery Museum which provide free enrichment activities. She invited Supervisors to visit a Bright Stars classroom and thanked them for their time, interest and financial support. She invited questions or comments.

Mr. Dill said he would like to visit a classroom. He asked how many children are on a waiting list for the program. Ms. McAndrew said they have only accepted applicants from those who live in the catchment area of elementary schools where they have programs and so she does not have a firm sense of the number of children outside the catchment areas. She said a recent fiscal mapping report conducted for the Early Education Task Force estimated that if they could serve 80 more children, they will have reached 90% of the demand level. Ms. McAndrew said the current wait list is 5 to 10 children, though there may be other children out there who did not apply.

Ms. Mallek recalled a few years ago when the first contingent of Bright Stars students were graduating high school and appeared before the Board to tell their stories and what their future plans were. She invited Ms. McAndrew to come back with another group of students.

Mr. Dill asked Ms. McAndrew how a reduction or pause in the number of immigrants/refugees would relieve pressure on the schools. He invited her to respond via email.

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Agenda Item No. 17. Closed Meeting.

At 5:09 p.m., Mr. Randolph **moved** that the Board go into a closed meeting pursuant to Section 2.2-3711(A) of the Code of Virginia under Subsection (1) to discuss and consider appointments to boards, committees and commissions for which there are pending vacancies or requests for reappointments; under Subsection (3): 1. To discuss the disposition of an interest in the County Office Building property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Board; and 2. To discuss the disposition of a leasehold interest in the Old Crozet School where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Board; and under Subsection (7), to consult with and be briefed by legal counsel and staff regarding specific legal matters requiring legal advice relating to ZMA 2015-00008. Ms. Mallek **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Mallek, Ms. McKeel, Ms. Palmer, Mr. Randolph, Mr. Sheffield and Mr. Dill.
NAYS: None.

Agenda Item No. 18. Certify Closed Meeting.

At 6:14 p.m., Mr. Randolph **moved** that the Board certify by a recorded vote that to the best of each Board member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed meeting were heard, discussed, or considered in the closed meeting. Ms. Palmer **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Mallek, Ms. McKeel, Ms. Palmer, Mr. Randolph, Mr. Sheffield and Mr. Dill.
NAYS: None.

Agenda Item No. 19. Boards and Commissions: Vacancies and Appointments.

Mr. Dill **moved** the appointment of the following individuals:

- **appoint** Mr. James King to the Economic Development Authority at the White Hall District representative with said term to expire January 19, 2021.
- **appoint** Mr. David van Roijen to the Equalization Board as the Samuel Miller District representative with said term to expire December 31, 2017.
- **appoint** Ms. Yolanda Speed to the Places 29 (Hydraulic) Community Advisory Committee to fill an unexpired term ending August 5, 2017.
- **appoint** Ms. Johanna O'Laughlin to the Residential Development Impact Work Group with said term to expire September 30, 2017.
- **appoint** Mr. Scott Ramm and Ms. Barbara Franko to the Route 250 West Task Force with said terms to expire September 5, 2019.

The motion was **seconded** by Ms. Mallek. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Mallek, Ms. McKeel, Ms. Palmer, Mr. Randolph, Mr. Sheffield and Mr. Dill.
NAYS: None.

Agenda Item No. 20. From the Public: Matters Not Listed for Public Hearing on the Agenda.

Ms. Janie Pudhorodsky, resident of Rio District, addressed the Board. She said she is a parishioner at Church of the Incarnation and a member of IMPACT. She said she is co-chair with Pastor Liz Emery, and the committee is seeking to establish a residential substance abuse treatment center for women. She asked the Board for financial support of $75K annually for operating costs beginning in FY17-18. She said the center will allow women to remain in the community and have their preschool age children with them during the recovery process. She said that by offering treatment instead of jail benefits the community socially and financially. She stated the County has provided $80K annually for operating costs of the Mohr Center, and she has learned that the County's preliminary budget will include the $75K funding for the women's treatment center. She acknowledged receiving email letters of support from some Supervisors and invited other Supervisors to contact her and the committee to learn more.

Ms. Rebecca Davidsson, resident of White Hall, addressed the Board. She said she is part of the recovery community and received treatment in Maryland in a five-month program for women, which she said offered a safe haven. She said she works with addicts in Albemarle County and the valley within a two-week detoxification program, and while this program is enough for some, others need longer term treatment and go right back to using.

Mr. Tim O'Laughlin, White Hall District, addressed the Board and said he would speak about the reapplication for the Adelaide development. He said there is no change to the application since the original, and he would like to address a few issues in the applicant's justification letter. He expressed his opinion that the application does not comply with the Comprehensive Plan, as the recent interpretation of "predominantly detached" is only being applied to this application. He provided an example of Wickham Pond where all the attached units are within urban residential pre-zoning. Addressing the management impacts, proffering, and costs, he cited Board comments he had heard the previous day on the radio that homes add $6K in service costs per year while only generating $4K in revenue. Mr. O'Laughlin stated that the safety concerns brought up before remain and have not been addressed. He asked if the road is not a hazard, why there were incentives to install lights and other remedies to address this. He cited statistics of sales of homes under $350K in Crozet to make the point that there is not a lack of affordable housing in Crozet. He said that for preservation of rural character, the by-right plan does this well and could include common areas that would also protect and accomplish the same objective as in Cory Farm. He said there are no planned connections through Cory Farm for trails, and the requirements for this to materialize are nowhere near this property. Regarding economic feasibility, he emphasized that assessment is not sale value and assessments change. He commented that if the application were to be approved, there would be a lack of transparency.

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Mr. Ron Pantuck, a White Hall District resident and board member of Crozet Farm, addressed the Board. He said at a recent meeting, one of the Supervisors expressed his lack of knowledge about growth statistics in Crozet. He said that as a result, he has compiled a list from the Crozet Master Plan and the County as to the number of homes in development or under construction, which is approximately 2,500 and could result in an addition of 7,000 people to the Crozet population. Mr. Pantuck stated that he substitute teaches at Western Albemarle and the traffic is very congested in the area around the school. He reminded that at a previous meeting, residents addressed the Board with numerous reasons as to why the project should not be approved, and when it appeared the vote would not be in favor of the project, the developer asked for a deferral. He said there have been no changes to the request, and residents would find it unconscionable for the Board to vote to approve the rezoning.

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Mr. Gary Koenig, resident of White Hall and Cory Farms, addressed the Board and said he would speak about the proposed rezoning for Adelaide. He expressed support for the Crozet Master Plan, which calls for increased density downtown and interconnected, walkable neighborhoods. He said the project is on the fringe of the Master Plan area and that every exit/entrance will require a trip on Route 250. Mr. Koenig reminded the Board that at the September 7 meeting, the community and three Supervisors expressed concern with the proposed density and the developer was provided the opportunity to defer to submit a revised proposal addressing the issue of density. He said that five months have passed and there have been no changes to the proposal, and he expressed his opposition to the application.

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Mr. Kyle Redinger, the applicant, addressed the Board. He expressed thanks to the Board for their willingness to reconsider Adelaide. He said the extra time has been invaluable to reevaluate the plan. He said that as a resident of Albemarle for 30 years, he has every intention to maintain the community as a positive, vibrant, and beautiful place. Mr. Redigner thanked everyone who had provided input, as these ideas helped shape the design and priorities of Adelaide. He said the density has been reduced from 100 to 80 units, and building Adelaide in compliance with VDOT standards is not dangerous, noting police department traffic accident statistics that show that many more accidents occur near schools and large commercial centers than at the Adelaide site. Mr. Redinger said they may be wondering why, after all of these months, he is returning with the same plan. He stated that he has listened carefully to comments made by Supervisors and members of the community and attempted to integrate the advice into a new plan. He said a new plan would sacrifice good design and would not make a significant difference in things like traffic.

Mr. Redigner stated that a rezoning creates impacts, but this is the reason they have site design, as it provides property screenings, setbacks, and rural preservation as a way to improve the community and manage impacts. He said that a rezoning gives the County a wider spectrum of housing for new, young families; provides cash proffers, trails and connections; and offers a design that is improved through the Architectural Review Board. Mr. Redigner stated that it prioritizes the benefits of the Master Plan while protecting and increasing property values, and said that a denial of the rezoning would be a permanent loss of trails, connections, setbacks, screening, housing, and cash proffers. He emphasized that denying Adelaide dismantles that plan and forces the use of by-right rezoning, threatening a valuable long-term vision. Mr. Redigner noted that they currently have an approved by-right plan for 35 high-end homes, which forces them to build closer to neighbors and does not provide the positive benefits he has mentioned. He said that a traffic increase of 15 or so cars would not have a significant impact, and the development provides an excellent opportunity for all the benefits he has mentioned.

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Mr. Nick Punsalan, resident of Cory Farms, addressed the Board and stated that his house backs up to Route 250 and is 50 yards from Adelaide. He stated that rezoning, in accordance with the developer's plan, would add many more cars, noting that a 15-year-old neighbor was hit and killed by a car on Route 250. Mr. Punsalan said he has heard accidents occur in front of Harris Teeter and hears cars racing up and down all the time, and it can take a long time to make a left turn out of his development. He said he has daughters at Henley and Western and both schools are overcrowded, and some students at Western have to sit on the floor at lunchtime due to a lack of tables.

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Mr. Roger Abounader, resident of the White Hall District and Cory Farms, addressed the Board. He said that he welcomes new neighbors and development, but the density of Adelaide is out of character and inconsistent with anything that is around it. He cited the impact on traffic and schools, two recent traffic fatalities, and the length of time it takes him to exit the neighborhood. He asked the Board to deny the rezoning.

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Mr. Guanvi Lu, resident of Crozet, addressed the Board. He expressed his disappointment that the developer has not made changes to the density of the Adelaide development, and said the developer is attempting to maximize his profit. He said that a high-density development on Route 250 does not comply with the Master Plan, but they can work together to get it right.

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Ms. Kirsi Ide addressed the Board. She expressed her love for the community and said that residents want what is best for Crozet and are here to be the guardians. She stated that her neighborhood of 67 houses has approximately 87 children age 18 and under, and the developer's estimate of 20 children in a development of 80 units is not realistic. Ms. Ide noted that if the number is similar to her neighborhood with 1.3 per household, the new development would have over 100 children, and the schools and school buses are already at capacity. She said the Adelaide development is beautiful, but this is not the right place for it, emphasizing to the Board that they should follow the Master Plan.

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Ms. Lillian Huffman, resident of White Hall and Cory Farms, addressed the Board. She said she retired to Cory Farms 17 years ago when it was a scenic area and knew there would be more development, but never dreamed she would be taking her life in her hands when exiting the development. She described the heavy traffic in the area and asked the Board to stand firm in opposition to the project, if only for traffic safety reasons.

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Ms. Robyn Preve of the White Hall District addressed the Board, stating that she appeared before the Board at the last hearing and would summarize her points. She said she is open to the idea of dense, affordable housing, but the location of Adelaide is not the right place due to traffic safety reasons, as it is at the gateway to three schools.

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Mr. Bill Schrader, resident of Crozet, addressed the Board. He said that this is his third appearance before the Board since July to discuss the revenue-sharing agreement, which he believes has been breached by the City of Charlottesville. Mr. Schrader expressed disappointment that the Board of Supervisors did not support the work of Delegate Landes and his bill to end the revenue-sharing agreement. He said the Board seems to want to work closely with Charlottesville, but their role is to represent the residents of Albemarle County, not the City. He said that Charlottesville has used County money in ways they should not have, and suggested that the County reduce its revenue sharing with Charlottesville by 33% each year for three years to give the City a chance to adjust.

Ms. McKeel asked Mr. Kamptner if they had responded to Mr. Schrader previously. Mr. Kamptner replied that the Board was briefed, confidentially, regarding the status of Charlottesville's PILOT program. He said he does not believe they have replied to Mr. Schrader.

Mr. Sheffield suggested the Board move Agenda Item 21, Economic Development Initiatives Update, to after Item 22, Adelaide, for the convenience of those in attendance for the vote on Adelaide.

Ms. McKeel announced she will exchange items 21 and 22 on the agenda.

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Note: The Board then took up Item No. 22.

Agenda Item No. 22. ZMA-2015-00008. Adelaide.

The Executive Summary presented to the Board states that subsequent to a work session on the interpretation of the Crozet Master Plan followed by a revision to the applicant's original proposal, a Planning Commission public hearing was held on May 10, 2016. At its meeting the Planning Commission voted 5:2 (More and Lafferty voted nay) to recommend approval of ZMA201500008 with the condition that the revisions stated in Attachment H of the staff report be addressed prior the Board of Supervisors meeting.

The applicant addressed the Planning Commission's recommendations prior to submitting the request to the Board of Supervisors. The Board of Supervisors then held a public hearing at its September 7, 2016 meeting, at which time the applicant requested a deferral and the Board approved the applicant's deferral request (Attachments K and L).

On November 22, 2016, the applicant submitted a preliminary plat for County review, which shows 35 single family lots at a density of approximately 1 dwelling per acre. The plat shows potential by-right development of the property; however, it does not include many of the important elements of the proposed rezoning (Attachment N). This preliminary plat was approved on January 12, 2017.

The applicant is requesting that the Board of Supervisors take action on the proposed rezoning. No changes have been made to the proposal since the September 7, 2016 public hearing and the applicant has provided a justification letter in Attachment M. Staff does not know if the applicant intends to develop the property under the by-right scenario if the rezoning is denied.

The County Attorney has prepared the attached Ordinance (Attachment J) approving the ZMA.

If the Board wishes to approve ZMA201500008, staff recommends that the Board adopt the attached Ordinance (Attachment J) approving the ZMA.

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Ms. Megan Yaniglos, Principal Planner, addressed the Board and stated that the Adelaide proposal consists of two parcels located along Route 250 next to Cory Farms. She stated that the applicant proposes to rezone the properties from R1 to R6 and will include 80 units, equating to 5.5 units per acre, with 40 single-family units and 40 attached units. Ms. Yaniglos listed proffers submitted that include a street network, pocket park and open space. She showed an architectural drawing of the site plan and said that no changes have been made since the September 7 Board meeting, with the applicant providing a by-right preliminary plat that was approved in January. She invited questions and announced that a VDOT representative is present to answer questions related to traffic.

Ms. McKeel asked Mr. Kamptner to explain the deferral process. Mr. Kamptner said the applicant requested a deferral on September 7, 2016, which was granted by the Board, and the matter is now before them for action

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Mr. Randolph said that after the previous review of the application by the Board of Supervisors, he and Planning Commissioner, Pam Riley, met with the applicant and urged the applicant to consider a lower density to mitigate impacts. He stated that he is disappointed that the application has not been revised and would be voting in opposition.

Mr. Palmer expressed her appreciation to the applicant for addressing the Board's concerns in his letter and acknowledged the many residents of the area who have expressed concern with traffic safety. She said she cannot in good conscience vote to approve the project in this area, stating that of particular concern is the development not having an exit other than the one onto Route 250 West. Ms. Palmer noted that her main issue is the density.

Mr. Adam Moore of the VDOT Charlottesville Residency came to the podium and offered to respond to Supervisors' questions.

Ms. McKeel asked Mr. Moore to address traffic and the potential for a second exit.

Ms. Palmer said she is concerned with traffic along the entire length of Route 250, and any additional development in Crozet will worsen the situation.

Mr. Moore responded that she is correct that there is no additional exit proposed other than the one onto Route 250. He said there are some things that can be done with the design of the entrance to mitigate the risk of certain types of crashes, such as installing turn lanes, but stated that a much larger study would be necessary to address corridor-wide safety concerns.

Ms. McKeel asked if there are new improvements to Route 250 that have been funded and how they would affect things.

Mr. Moore explained that there is a proposal to address safety at the Route 240/250 intersection with a roundabout, but they are unlikely to obtain Smart Scale funding. He said they are still waiting to see if it may be funded through the Highway Safety Program and expect a response soon, stating that they are continuing to study the intersection at Tilman Road for potential improvements. Mr. Moore said VDOT believes the intersection of Route 250/151 will be funded through Smart Scale, noting that the project would include a temporary signal and eventually a roundabout by the year 2022. He said there are plans for pedestrian improvements near Cory Farms to be made by the County.

Mr. Dill said he is very sympathetic towards the concerns expressed about the development. He said the issue of traffic is something they deal with constantly, and he relies on the expertise of VDOT officials regarding crash data and safety issues. He acknowledged the congestion in the area of Cory Farms, which used to be a very rural area, and he imagines that the character of the area will change again over the next 20 years. He acknowledged overcrowding in the area schools as well as schools countywide. He pointed out that the proposal was approved by the Planning Commission by a 5-2 vote and recommended by staff as meeting the requirements of the Crozet Master Plan, although he said there is some ambiguity as to where the center of Crozet is located. Mr. Dill pointed out that the proposal is within the growth area, and residents within the growth area must realize that the area will be developed as the County needs to use what land it has available for development for its best use. He stated that he would stick with his original vote for approval.

Mr. Sheffield said there is an ambiguity that sets false expectations and creates tensions between residents and developers, and he wishes the Board could better articulate what they expect in certain areas to avoid these issues. He stated that the developer has spent hundreds of thousands of dollars investing and planning, and staff has spent time and energy evaluating the project. Mr. Sheffield commented that it is unfortunate that they have such a vague dynamic with land use ranges.

Ms. McKeel stated that the Master Plan, Comprehensive Plan and Neighborhood Model established the foundation on which to base rezoning and the community's desire for growth and quality of life. She said that much community time went into developing these documents, which contain density ranges, and said the density range for this property is three to six dwelling units per acre. Ms. McKeel noted that the core of tonight's dispute is the density, and staff spent much time making sure the proposed development falls within the prescribed density ranges, with the Planning Commission weighing in. She pointed out that the development lies within the development area, and there is now a disagreement over where the density should be. She expressed her view that it is not appropriate to change density expectations, as it is not fair to the community, the developer or staff. Ms. McKeel said that if communities are no longer accepting of the development area model, then the Comprehensive Plan and Master Plan must be revisited, or at least the County should clarify the density expectations. She said if they were to approve some proposals and deny others, they would create a sense of distrust of the process. Ms. McKeel stated that her vote would be the same as before, and she expressed her appreciation to all the residents who have sent letters and attended the meetings.

Ms. Mallek said there is a well-adopted and supported Master Plan in Crozet, which is on its third edition, and the plan was to have been reviewed in 2015 with map issues clarified. She stated that during discussion of the property in 2010, it was agreed that the density would be the same as in Cory Farms, and they should be very clear about their expectations. Ms. Mallek said that one of the most important expectations in the Crozet growth area is connectivity, and there is none on this application even though it was requested repeatedly by the community and community committees. She stated that the density at the edge of the growth area is intended to be lower, with higher density at the core. Ms. Mallek said there are several different elements of the Crozet Master Plan, and it seems that one was chosen by other levels of the considering bodies to be more important than the other. She stated that it is the job of the Board to reevaluate this and take the elements they consider to be most important. Ms. Mallek commented that the zoning range is important as there are different circumstances for different properties, which will result in different recommendations. She stated that she would vote as she did before.

Ms. Mallek **moved** that the Board adopt the proposed resolution to deny ZMA-2015-00008, Adelaide, at its proposed density of 5.5 dwelling units per acre. The motion was **seconded** by Mr. Randolph. Roll was called and the motion **failed** by the following recorded vote:

AYES: Ms. Mallek, Ms. Palmer and Mr. Randolph.
NAYS: Ms. McKeel, Mr. Sheffield and Mr. Dill.

Mr. Sheffield then **moved** that the Board adopt the proposed revised ordinance to approve ZMA 2015-00008, Adelaide. The motion was **seconded** by Mr. Dill. Roll was called and the motion **failed** by the following recorded vote:

AYES: Ms. McKeel, Mr. Sheffield and Mr. Dill.
NAYS: Ms. Mallek, Ms. Palmer and Mr. Randolph.

Mr. Kamptner stated that in accordance with the Board's Rules and State law, the tie vote is a denial of the request.

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Agenda Item No. 21. **Presentation:** Economic Development Initiatives Update.

The Executive Summary presented to the Board states that the Board of Supervisors has initiated a number of significant economic development activities over the past several years, and continues to place a high priority on the timely completion of those efforts. The recent departure of several senior staff members including the County Executive has required transition of responsibility and reassignment of staff resources to maintain focus on the economic development initiatives. This discussion will outline the status and upcoming milestones for these initiatives, demonstrating the County's continued commitment to advancing economic development as directed by the Board.

Economic Development Strategic Plan:

An Economic Development Strategic Plan was partially completed prior to the departure of the County's Economic Development Director in November, 2016. A consultant is currently being selected to work with staff to complete a draft plan for the Board's consideration later this spring. Following the Board's initial review, a community engagement process will be conducted to solicit feedback prior to finalizing the plan for the Board's approval in the early fall. Approval of a strategic plan, along with the hiring of the new County Executive as outlined below, are key milestones in the process of hiring the Economic Development Director.

County Executive/Economic Development Director Hiring Process:

The County Executive hiring process is underway. It is currently contemplated that preparations for the hiring process for the new Economic Development Director will occur in parallel to the greatest extent possible so that that hiring process can begin in a timely way after the arrival of a new County Executive and approval of the Economic Development Strategic Plan.

Exploration of Opportunities Related to the Relocation of County Court Facilities and/or County Administration Functions:

The Board passed a resolution on November 2, 2016, directing County staff to fully explore and pursue partnership possibilities that deliver the most cost efficient, economic benefit to County residents while preserving accessible Court facilities by relocating either Court facilities or County administration offices to an urban area in the County. On December 14, 2016, the Board approved the procurement of a Legal Advisor and a development advisor to assist in this work. The County's current bond counsel, Hunton and Williams, will serve as Legal Advisor during this process in collaboration with the County Attorney's Office. Staff anticipates posting an RFP for a Development Advisor (copy provided as Attachment A) the week of February 3 with the intention of having a consultant in place and active by mid-April. Additional milestones on the exploration of partnership possibilities will be provided to the Board as they are available.

Rio/Route 29 Small Area Plan:
Work on Phase 1 of the Small Area Plan is underway with the draft vision framework scheduled to be endorsed by the Board in April. Once adopted, the Small Area Plan vision, informed by a market analysis and the engagement of business stakeholders from the area, will set guidance and expectations for economic development for this critical urban area of the County.

Strategic Focus on Redevelopment and Revitalization:
The County's FY17 - 19 Strategic Plan outlines urban redevelopment and revitalization as the County's highest priorities, with economic development as a driving focus. Specific strategies include revamping of the County zoning ordinance to facilitate desired economic activity in designated development areas and proactive rezoning in the Route 29/Rio Road area based on the Small Area Plan vision to create by-right opportunities for desired economic development projects. The Board has approved funding for the additional staffing capacity required to meet established timelines and these efforts are underway. Updates on the progress of these strategies will be provided to the Board on a regular basis.

Economic Development Office:
The Economic Development Office continues ongoing operations with existing staff and additional support/oversight being provided by the County Executive's Office.

No budget impact is associated with this report.

No action is required by the Board related to this item.

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Mr. Walker addressed the Board, stating that a considerable amount of effort was made to develop and draft a strategic plan, which was partially completed before the departure of former Economic Development Director, Ms. Faith McClintic. He said that an RFP was issued and the procurement process is underway for a consultant to complete the plan by mid-April. Mr. Walker stated that a draft plan would be brought before the Board for review before going out for an engagement process with the public, and said that staff believes a new economic development director should be hired after the plan has been developed and after a new county executive has been hired. He said they are continuing to explore public/private partnership opportunities with respect to court and County office facilities, as directed by the Board in their action on November 2.

Mr. Walker stated that a joint meeting with the Planning Commission was held in January to receive an update of the consultant's work regarding the Rio/Route 29 Small Area Plan, with anticipation of a final draft plan to come before the Board for consideration in April. He said staff has been working on the redevelopment and revitalization strategic focus of the Rio/Route 29 planning work, including improvement of the zoning ordinance to accommodate desired development. He stated that this recodification would enable the County to proceed with the type of development activity that is preferred and consistent with plan desires, and they expect to meet target dates and will keep the Board up to date on progress. Mr. Walker said that although the economic development director recently departed, Susan Stimart and Lee Catlin have been devoting considerable time to advancing the efforts of the office. He invited questions.

Mr. Randolph observed that the economic development director left the position last June, yet they only recently began a search for a replacement, yet now they are being asked to hold off on hiring until a new County Executive is on board. He said that a year may have passed before they hire someone and expressed concern with the position being vacant for so long. Mr. Walker responded that the economic development director left in November, and pointed out that the County Executive supervises that position. He said that staff recommends they defer hiring a replacement until they have a new County Executive, as well as a draft of the new economic development plan.

Mr. Randolph replied that he understands the importance of having the county executive and economic development director in syncp, but it is unusual to have such a critical position vacant for such a long time. He urged them to begin a national search for an economic development director as soon as possible.

Mr. Sheffield said that they should look to hire a new director as soon as possible after hiring a new county executive.

Ms. McKeel said they are conducting a parallel search and there is a sense of urgency.

Ms. Mallek said that completing an economic development plan is of the highest priority so that the new candidate will know what he or she is getting into. She said they will likely be able to hire more qualified applicants if they have a sense of the direction the County is going in and the expectations of the position.

Mr. Dill said there are things they can do without having filled the county executive and economic development director positions, such as revising antiquated zoning laws, which will have more impact in driving economic development than the director. Mr. Walker responded that they are working on rezoning.

Mr. Dill said it has been a year since they began talking about rezoning, and it does not appear that much is happening.

Mr. Walker and Mr. Kamptner said they could provide a more formal update.

Mr. Kamptner reported that they have been doing background research and have a large and fairly extensive zoning text amendment that will clean up a lot of things. He said he is working on some aspects himself and expects that resolutions of intent to formally start the process will come before the Board in March. He said the portion of the zoning ordinance that will be part of the form-based code district is dependent on the small area plan, of which Phase 1 was just completed and Phase 2 is underway.

Ms. Mallek said that staff has experience with this as they worked on a form-based code for downtown Crozet in 2010, and now it is just a matter of fine tuning it.

Ms. Palmer asked if what they have in the Crozet Master Plan is what they are talking about with respect to form-based code in the small area plan.

Ms. Mallek said she was referring to the downtown Crozet district, not the Crozet Master Plan.

Mr. Mark Graham, Director of Community Development, addressed the Board to reply to Ms. Palmer's question, stating that Ms. Mallek is correct as the development in Crozet was form-based and they are using this as a prototype model. He stated that they are trying to follow the schedule laid out by the Board in the strategic plan objectives, which has Phase 1 being completed by April and concepts to be presented to the Board in October, then finishing up with zoning map amendments. Mr. Graham said they are rezoning individuals' property and it is important to engage and work collaboratively with them. He noted that staff hopes to come before the Board in March with a wrap-up of Phase 1 and an outline of how Phase 2 will move forward.

Ms. Palmer said that someone in the Planning Department told her there are many gradations of form-based code, and what they are considering for Route 29 is more specific than what they considered in Crozet. Mr. Graham said they really do not know this yet and are having many internal discussions about this.

Mr. Kamptner said he sees the Downtown Crozet District as more of a hybrid, as it is very use descriptive with many pages of by-right and special-use permit considerations.

Ms. Elaine Echols, Principal Planner, addressed the Board and said she would expand on this. She explained that one of the things they did well with the Downtown Crozet District was understanding the vernacular architecture and development expectations. Ms. Echols said they worked with the community, which is what they are doing with the small area plan, as they need to know the desires of the community as well as ensure that property owners are on board so that objectives can be adequately achieved. She stated that a form-based code cannot be simply planted somewhere without knowing those objectives, and said that staff would explain the concepts of different form-based codes to the Board.

Mr. Dill said they can learn a lot from Crozet, although it was its own small town for 200 years with families that have been there forever, whereas Route 29 North has many out-of-town property owners and does not have a sense of community. He described it as a dense, high-speed, suburban type of mall, emphasizing that it cannot be compared with Crozet.

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Agenda Item No. 23. **<u>Public Hearing: ZMA-2016-00018. Lucas - 1278 Crozet Avenue.</u>**
MAGISTERIAL DISTRICT: White Hall.
TAX MAP/PARCEL: 5056A1010011800.
LOCATION: 1278 Crozet Avenue.
PROPOSAL: Request to rezone the property from R2 Residential to R4 Residential to allow a second dwelling unit.
PETITION: Rezone 0.897 acres from R2 Residential zoning district which allows residential uses at a density of 2 units per acre to R4 Residential zoning district which allows residential uses at a density of 4 units per acre.
PROFFERS: No.
COMPREHENSIVE PLAN: Neighborhood Density Residential – residential (3 – 6 units/acre) supporting uses such as religious institutions, schools and other small-scale non-residential uses in the Crozet Master Plan.
(Advertised in the Daily Progress on January 16 and January 23, 2017)

The Executive Summary presented to the Board states that at its meeting on November 22, 2016, the Planning Commission voted 7:0 to recommend approval of ZMA201600018 ("ZMA 2016-18").

Attachments A, B, and C are the Planning Commission's action letter, staff report, and minutes from the September 13, 2016 meeting. There are no proffers.

In addition to the ZMA, the applicant has requested approval of a special exception to allow a building site in the stream buffer (Attachment D). Staff's analysis of this request is found in Attachment E. Attachment F is an Ordinance to approve the ZMA and Attachment G is a Resolution to approve the special exception.

Staff recommends that the Board adopt the attached Ordinance (Attachment F) to approve ZMA 2016-18 1278 Crozet Avenue and the attached Resolution (Attachment F) to approve the special exception, subject to the condition attached thereto.

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Ms. Elaine Echols, Principal Planner, reported that the proposed rezoning is from R-2 to R-4 to allow a second dwelling on the property. She presented a slide with an aerial photo of the property and surrounding area that listed the following characteristics: north of downtown Crozet, adjacent parcels are mostly single family, existing historic home, within historic district, stream buffer on property, and land use designation is Neighborhood Density Residential. Ms. Echols said that most of the surrounding lots are long and narrow with scattered housing, and the stream buffer covers 2/3 of the property. She showed a photo of the existing house and a cabin that is under construction, stating that there is a permit for the cabin to be an accessory structure but it cannot be an independent dwelling unit without a zoning amendment. Ms. Echols said that staff and the Planning Commission recommend approval for reasons listed in the staff report, including allowing for greater density in the development area and providing the opportunity for a historic house to remain on the site. She said the second part of the request is for a special exception to allow for a building site in the outer 50 feet of the stream buffer. She said that for a second building site to be allowed on the lot and the property to be subdivided, should the owner ever want to sell the cabin as a house, the building site would have to meet County regulations. Ms. Echols stated that staff also recommends approval of the special exception with the following condition: No new driveway shall be permitted within the 50 feet of the stream buffer closest to the stream.

Ms. Echols said the County Engineer has analyzed the request and determined that the area is mostly a swale; however, stream buffer requirements apply. She noted that the stream is in an area designated for redevelopment in the Crozet Master Plan, disturbance can be allowed in the outer 50 feet of the stream buffer, mitigation is proposed, and use of the existing driveway for 1278 Crozet Avenue will avoid impacts to the inner fifty feet. She invited questions and said the applicant is available to answer questions.

Ms. Palmer asked for clarification of where the new driveway would be. Ms. Echols pointed this out on the map.

Mr. Dill asked for the total acreage. Ms. Echols replied that it is a little less than one acre, which is just under the standard for two dwellings on an R-2 lot.

Ms. Mallek pointed out that many of the surrounding lots already have multiple houses on them.

Ms. McKeel opened the public hearing.

Mr. Matthew Lucas, the applicant and a resident of White Hall District, addressed the Board and commended Community Development staff for their work. He said he started the project one year ago, stating that he is saving an historic structure that was not going to make it, which is good for Crozet and Albemarle. He said he is stalled and cannot go further until the Board approves his request. Mr. Lucas stated that he has already gone through the stream buffer mitigation process and been approved for some plantings. He expressed concern with the new driveway, which he said might lie within the 50-foot buffer, and said it would be nice to be able to extend the driveway.

Ms. Mallek asked if the driveway is addressed in the special exception. Ms. Echols responded that the County Engineer wanted to place that condition on it and also said there could be a reassessment of the stream. She stated that if it turns out not to meet the definition of a stream and thus not be part of the water protection ordinance, then the condition would not apply. Ms. Echols stated that the only area the County Engineer said could not be disturbed is the inner 50 feet, and if this needs to be worked out, the Board may want to hold off on a decision.

Mr. Dill asked if it is possible to resolve the issue from an environmentally friendly point of view and have the buffer be a bit larger somewhere else to offset it being smaller than required. Ms. Echols said the County Engineer would be able to answer that question.

There being no other comments from the public, Ms. McKeel closed the public hearing.

Ms. Palmer asked Ms. Echols if what they would be allowing is for four dwelling units per acre. Ms. Echols confirmed this.

Ms. Palmer asked where the two additional units would fit since the swale takes up a large portion of the property. Ms. Mallek said the applicant is not looking to build four dwellings.

Ms. Palmer said she understands this, but wants to know for the future in case the property owner sells the property. Ms. Echols confirmed that the rezoning would allow for four dwelling units on the property and pointed out an area on the property map where additional dwellings could be built. She said they told the Planning Commission that since proffers are not available for this rezoning, there is nothing to prevent the owner from taking down the existing structure or the new building, although she believes this would be very unlikely. She stated that if there were a building site and driveway access, then three units could go on the property if the rezoning is approved.

Ms. Palmer asked why they are doing it this way, instead of approving two houses and having R4 zoning. Ms. Echols replied that R4 is the next district up from R2 from a density standpoint, and there is nothing in between.

Mr. Kamptner clarified that this is the first rezoning request filed after the new proffer legislation took effect on July 1.

Mr. Randolph said they have to have confidence that the owner will use the site reasonably. He said in the future there could be a small housing unit that could go in and nothing to prevent this from a zoning standpoint, as it would be R4 and by-right. He said he is comfortable with what has been recommended.

Ms. Mallek said she thought they were legitimizing the R2 that the owner is 1,000 square feet short of having, which would solve the problem. Mr. Kamptner said they would be bumping up to the next district that allows the requested density of R4.

Ms. Mallek said the frame house is one of the oldest in the western part of the County, and it is wonderful that it has been saved. She noted that there were many different plans that came before the CAC, including plans for condominium units, and there was never a way to obtain access and avoid the buffer. She expressed confidence that nothing else would happen on this site.

Ms. Palmer said that if they were to allow the owner to construct the driveway, as he suggested, it would help to eventually get the other two units back there.

Ms. Echols said it could help, although it depends on how many houses are on a single driveway. She pointed out that this is not the type of lot that they would look to create in the development areas and is an exception rather than the rule. Ms. Echols stated that it has exceptional characteristics, including being long and narrow, contains an historic home, and has limitations to potential development. She acknowledged that they would be taking a risk in terms of the nature of future development if they were to approve the rezoning, noting that prior to the new proffer law they could have required the applicant to only have two houses on the lot.

Ms. Mallek **moved** to adopt Ordinance 17-A(2) to approve ZMA201600018 Lucas 1278 Crozet Avenue. Mr. Randolph **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Mallek, Ms. McKeel, Ms. Palmer, Mr. Randolph, Mr. Sheffield and Mr. Dill.
NAYS: None.

ORDINANCE NO. 17-A(2)
ZMA 2016-00018 LUCAS 1278 CROZET AVENUE

AN ORDINANCE TO AMEND THE ZONING MAP
FOR TAX MAP AND PARCEL NUMBER 056A1-01-00-11800

WHEREAS, the application to amend the zoning map for Tax Map Parcel Number 056A1-01-00-11800 (the "Property") is identified as ZMA 2016-00018 Lucas 1278 Crozet Avenue (ZMA 2016-18); and

WHEREAS, the Property is zoned Residential (R-2); and

WHEREAS, ZMA 2016-18 proposes to rezone the Property to Residential (R-4) to allow residential uses at a density of up to 4 units per acre; and

WHEREAS, on November 22, 2016, after a duly noticed public hearing, the Planning Commission recommended approval of ZMA 2016-18; and

WHEREAS, on February 1, 2017, the Board of Supervisors held a duly noticed public hearing on ZMA 2016-18.

BE IT ORDAINED by the Board of Supervisors of the County of Albemarle, Virginia, that upon consideration of the staff report prepared for ZMA 2016-18 and its attachments, the information presented at the public hearings, the material and relevant factors in Virginia Code § 15.2-2284, and for the purposes of public necessity, convenience, general welfare and good zoning practices, the Board hereby approves ZMA 2016-18.

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Ms. Mallek moved to adopt the proposed resolution to approve the special exception for ZMA 2016-00018, 1278 Crozet Ave. Mr. Randolph **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Mallek, Ms. McKeel, Ms. Palmer, Mr. Randolph, Mr. Sheffield and Mr. Dill.

NAYS: None.

**RESOLUTION TO APPROVE SPECIAL EXCEPTION
FOR ZMA 2016-00018 LUCAS - 1278 CROZET AVENUE**

WHEREAS, the Owner of Tax Map Parcel Number 056A1-01-00-11800 (the "Property") filed a request for a special exception in conjunction with ZMA 2016-00018 Lucas – 1278 Crozet Avenue to waive the requirement of County Code § 18-4.2.1(a) to allow the creation of a lot with a building site composed of land to be located within a stream buffer under County Code Chapter 17.

NOW, THEREFORE, BE IT RESOLVED that, upon consideration of the foregoing, the staff report prepared in conjunction with the rezoning application, the Applicant's special exception request and staff's supporting analysis of that request, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-4.2.1(a) and (b), 18-33.5, and 18-33.9, the Albemarle County Board of Supervisors hereby approves the special exception to waive the requirement of County Code § 18-4.2.1.a(a) to allow the creation of a lot with a building site composed of land to be located within a stream buffer under County Code Chapter 17, subject to the condition attached hereto.

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**ZMA 201600018 Lucas – 1278 Crozet Avenue
Special Exception Condition**

1. No new driveway shall be permitted within the fifty (50') feet of the stream buffer closest to the stream.

Agenda Item No. 24. **<u>Public Hearing: ZMA-2016-00005. Foothills Daily Property.</u>**
MAGISTERIAL DISTRICT: White Hall.
TAX MAP/PARCEL: 05600000005700, 056000000057B0, 056K00000000A1, 056A2010006200, 056A2010006100.
LOCATION: West of Park Ridge Drive and Foothill Crossing subdivision, north of Westhall subdivision and northeast of Crozet Park, south of Buckingham Branch Railroad.
PROPOSAL: Request to rezone portions of parcels 05600000005700, 056000000057B0, 056K00000000A1 from R1-Residential to R6-Residential; parcel 056A2010006200 from R2-Residential to R6-Residential; portion of parcel 056A2010006100 from LI-Light Industrial to R6-Residential.
PETITION: Rezone 32.54 acres from R1-Residential zoning district which allows residential uses at a density of 1 unit per acre, 2.13 acres from R2-Residential which allows residential uses at a density of 2 units per acre, and 3.24 acres from LI-Light Industrial which allows industrial, office, and limited commercial uses to R6-Residential zoning district which allows residential uses at a density of 6 units per acre. A maximum of 180 units is proposed.
OVERLAY DISTRICT: EC- Entrance Corridor; Managed Steep Slopes.
PROFFERS: Yes.
COMPREHENSIVE PLAN: Neighborhood Density Residential – residential (3 – 6 units/acre), supporting uses such as religious institutions, schools and other small-scale non-residential uses in the Crozet Master Plan; Urban Density Residential – residential (6 -12 units /acre), supporting uses such as religious institutions, schools, commercial, office and service uses; Light Industrial – manufacturing, storage, distribution, with supporting office, retail, R&D, flex, commercial uses; Greenspace – public parks, open space, environmental features.
(Advertised in the Daily Progress on January 16 and January 23, 2017)

The Executive Summary presented to the Board states that at its meeting on September 13, 2016, the Planning Commission voted 5:1 (Firehock nay; Laferty absent) to recommend approval of ZMA201600005 conditioned on the applicant making the revisions noted in the staff report (Attachment C).

The applicant has made all revisions to the concept plan and to the proffers that were recommended by the Planning Commission. In addition, staff recently developed updated cash proffer amounts using the FY16-17 CIP. Using this information, the applicant provided an analysis of impacts from the development showing how impacts are being mitigated. The applicant has demonstrated to staff's satisfaction that the credits far exceed the anticipated updated cash proffer amounts.

Attachments B, C and D are the Planning Commission's action letter, staff report, and minutes from the September 13, 2016 meeting. The County Attorney has prepared the attached Ordinance (Attachment A) reflecting the recommendation of the Planning Commission.

Staff recommends that the Board adopt the attached Ordinance (Attachment A) to approve ZMA201600005 Foothills Daily Property.

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Ms. Elaine Echols, Principal Planner, stated that the request is to rezone five parcels west of Park Ridge Drive to R6, to allow for up to 180 dwelling units with a net density of 5.6 units per acre. She showed an aerial drawing of the property and the surrounding area and said it is located near downtown Crozet. She said it is next to the existing Foothill Crossing development, and the total project area is 37.19 acres. Ms. Echols referenced a zoning map showing portions of the property currently zoned R1, R2, and R6. She displayed the land use plan, which designates a large portion of the property as Neighborhood Density Residential, a small piece as Urban Density Residential, and another piece as Light Industrial. Ms. Echols pointed to a small stream running through the portion of the property zoned for Light Industrial, stating that this makes it difficult to access this portion of the property, so it made more sense to rezone it to residential and have the stream be a boundary line for the industrial-zoned property. She noted the piece of the property currently zoned for Light Industrial to be rezoned, and acknowledged a rezoning application plan distributed to the Board, which she said is a proffered R6 plan. She pointed out the proposed road configuration through the development, which she said fits in nicely with the adjoining properties. Ms. Echols said that several roads contained in the master plan are accommodated within this site, which she showed on a map, and she said the development will be at least 50 percent single-family detached and at least 10 percent single-family attached. She presented a list of the following proffers:

- Development in general accord with rezoning application.
- Construction of portion of Park Ridge Drive
- Construction of portion of Eastern Avenue
- Greenway trails with tunnel under Eastern Avenue
- Civic space of 20K square feet in development center
- Cash proffers
- 15% affordable housing
- Credit for in-kind contributions

Ms. Echols said that staff would like the opportunity to work out the specifics of the in-kind contributions with the applicant this week and then bring the application before the Board for a vote next week. She added that staff recommends holding the public hearing tonight to obtain feedback.

Mr. Randolph referred to Page 4 of the plan regarding the civic area, asking who would own the civic area and maintain it. Mr. Echols responded that the civic area is to be maintained by the homeowner's association and is not intended to be a public space.

Mr. Randolph referred to a comment by Planning Commissioner Karen Firehock that there is not a site plan. He asked if this is because they are waiting for the Army Corps of Engineers to review the site and wetlands to determine what will be permitted in terms of density. Ms. Echols replied that she has not heard this, and she believes it has to do with creating a block pattern and allowing market demand to determine the types of units that are constructed.

Mr. Randolph said it is estimated to cost $12,400 per year to educate one student in County schools, and the proffer amounts do not cover even half the cost of a student. He said this development, along with a few others proposed, will be the tipping point requiring construction of additional school space in the western part of the County. Mr. Kamptner said the amounts proffered represent the Fiscal Impact Advisory Committee's analysis.

Ms. Palmer asked for the timing of construction of proffers, such as the tunnel. Mr. Kamptner replied that the bike and pedestrian tunnel is scheduled to be completed prior to issuance of approval of the tenth certificate of occupancy for a single-family dwelling.

Ms. McKeel opened the public hearing**.**

Ms. Valerie Long of the Williams Mullen law firm addressed the Board, representing the applicant, Riverbend Development. She said that Alan Taylor of Riverbend Development is also present. She reviewed the zoning map including the area subject to rezoning. She said they want to conform to the Crozet Master Plan and reviewed the various parcels proposed for rezoning. She addressed Mr. Randolph's question as to why a site plan has not been developed. She said they do not have an issue with the Army Corps of Engineers, as the plan does not affect any areas. Ms. Long said the reason for not having a site plan is so they would not have to lock into a lot layout, and said they have a conceptual framework but wish to go through the zoning process before finalizing it. She displayed a map showing the road network, green space areas, and a map of the existing and proposed road network in and around the property. She said they have increased the proffer amount by approximately $1,500/unit at the request of the Fiscal Impact Advisory Committee. She said the exact nature of the civic area has not been determined as they wish to collaborate with residents before finalizing plans.

Ms. Mallek commented that this is a great example of appropriate density for downtown and is within walking distance of the park and downtown and will help the businesses coming in. She said that she and the community are in support of this and hope the numbers will be worked out to everyone's satisfaction.

Ms. Mallek **moved** to defer the vote on ZMA 2016-00005 until February 8, 2016 at 6 p.m. in Lane Auditorium. Ms. Palmer **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Mallek, Ms. McKeel, Ms. Palmer, Mr. Randolph, Mr. Sheffield and Mr. Dill.
NAYS: None.

Agenda Item No. 25. From the Board: Committee Reports and Matters Not Listed on the Agenda.

Mr. Sheffield reminded Supervisors of the upcoming February 6 Economic Development Community Forum to be held at the Northside Library at 6:00 p.m.

Mr. Dill asked Board members if they would like to discuss the International Rescue Committee and any other organizations that deal with refugees and take a position or action on this issue. He suggested they invite the Director of the IRC to deliver a report to the Board as to the impact on how new regulations are affecting them.

Ms. Palmer said she has had several conversations with those who have family members who are undocumented, and they are scared to death of the police. She wonders if they should have the Albemarle County Police Department issue a statement that it is not changing its policies or procedures.

Mr. Randolph suggested they have Police Chief Ron Lantz address the Board about what he feels he is required to do under state law, and if there is some latitude for him to have some discretion over some decisions.

Mr. Randolph announced that there would be an interfaith silent protest outside the courthouse in Warrenton this Saturday against new immigration enforcement policies. He said he is the President of Region 15 of the Episcopal Diocese of Virginia and sent an email to the mosque in Charlottesville inviting their members to attend.

Mr. Sheffield suggested that whatever they decide to do regarding this issue be conducted outside of a regular Board meeting so they do not intermingle their main responsibilities as Supervisors with individual concerns since they have full agendas.

Mr. Walker asked Supervisors if there is a desire for a separate Board meeting to discuss the issue of immigration.

Mr. Sheffield said he does not believe this issue is one of their responsibilities and he does not support the holding of a Board meeting to discuss these issues.

After discussion among Board members, it was agreed that Mr. Walker would contact Chief Lantz about issuing a statement regarding police policies towards immigrants. He said he would also contact the school system to determine if they are taking any steps in response to new immigration policies.

Agenda Item No. 26. From the County Executive: Report on Matters Not Listed on the Agenda.

Mr. Walker reminded Supervisors that the Board meeting next week would begin at 2 p.m. and include a work session on County transit options, followed by a joint session with the School Board to discuss health insurance policy matters and employee turnover. He said they would also have an update from The United Way on its regional pre-kindergarten work.

Mr. Walker reminded them of a February 14, 2017 meeting with Charlottesville City Council at 10 a.m. He referenced a draft letter to Delegate Landes regarding funding for the storm water local assistance program and said Ms. Palmer had suggested they add some relevant language specific to water quality, which he has added to the letter. He said that without objections from the Board, he intends to send the letter before February 3.

Agenda Item No. 27. Adjourn to February 6, 2017, 6:00 p.m., Northside Library.

At 8:41 p.m., with no further business to come before the Board, Ms. McKeel **moved** to adjourn the meeting to February 6, 2017, 6:00 p.m., at the Northside Library. The motion was **seconded** by Ms. Mallek. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Mallek, Ms. McKeel, Ms. Palmer, Mr. Randolph, Mr. Sheffield and Mr. Dill.
NAYS: None.

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Chairman

Approved by Board
Date 07/05/2017 Initials CKB