

<p style="text-align: center;"><b>ACTIONS</b>  <b>Board of Supervisors Meeting of March 6, 2019</b></p>		
March 7, 2019		
<b>AGENDA ITEM/ACTION</b>	<b>ASSIGNMENT</b>	<b>VIDEO</b>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> <li>Meeting was called to order at 1:00 p.m., by the Chair, Mr. Gallaway. All BOS members were present. Also present were Jeff Richardson, Greg Kamptner, Claudette Borgersen and Travis Morris.</li> </ul>		
<p>4. Adoption of Final Agenda.</p> <p><u>Liz Palmer:</u></p> <ul style="list-style-type: none"> <li>Requested to add two items to the final agenda under <i>From the Board: Committee Reports and Matters Not Listed on the Agenda</i> <ul style="list-style-type: none"> <li>Assistant to the Clerk position</li> <li>Enlarging the Solid Waste Advisory Committee.</li> </ul> </li> </ul> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> <li>Pulled her June 6, 2018 minutes.</li> <li>Pulled Consent Agenda item #8.8.</li> <li>By a vote of 6:0, <b>ADOPTED</b> the final agenda as amended.</li> </ul>		
<p>5. Brief Announcements by Board Members.</p> <p><u>Liz Palmer:</u></p> <ul style="list-style-type: none"> <li>Announced an open house celebration at Yancey School Community Center on Saturday, March 9, 2019 from 12:00 p.m. – 2:00 p.m.</li> <li>Announced two town halls with Graham Paige, Samuel Miller School Board representative: <ul style="list-style-type: none"> <li>March 19, 2019 at 7:00 p.m. at the Redhill Elementary School.</li> <li>April 4, 2019 at 7:00 p.m. at the North Garden Fire Station.</li> </ul> </li> </ul> <p><u>Rick Randolph:</u></p> <ul style="list-style-type: none"> <li>Mentioned that the Hospice of the Piedmont has increased its base line wage to a living wage of \$15.00 per hour.</li> <li>Announced that on March 2, 2019, the Resolution of Recognition of March 3<sup>rd</sup> as Liberation Day was read at the Jefferson School African American Heritage Center.</li> </ul> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> <li>Mentioned that March 2, 2019 was a legislative committee work day for the National Association of Counties in D.C. and she would share the detail at the end of the meeting.</li> <li>Announced three town halls: <ul style="list-style-type: none"> <li>Thursday, March 7, 2019 at 7:00 p.m. at the Brownsville Elementary Cafeteria.</li> <li>Saturday, March 9, 2019 from 10:00 a.m. – 12:00 p.m. at the White Hall Community Building.</li> <li>Monday, March 11, 2019 at 7:00 p.m. at Broadus Wood Elementary School.</li> </ul> </li> </ul> <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> <li>Announced two joint town halls with Ned Gallaway: <ul style="list-style-type: none"> <li>Tuesday, March 12, 2019 at 7:00 p.m. at Jack Jouett Middle School.</li> <li>Thursday, March 14, 2019 at 7:00 p.m. at CATEC.</li> </ul> </li> </ul>		<a href="#">Link to video</a>

<p>6. Proclamations and Recognitions.</p> <ul style="list-style-type: none"> <li>a. Proclamation Recognizing March 20 through March 24, 2019 as the 25th Annual Festival of the Book.</li> <li>• By a vote of 6:0, <b>ADOPTED</b> proclamation and presented to Jane Kulow.</li> <li>b. Sheriff's Department - Reaccreditation.</li> <li>• <b>RECOGNIZED.</b></li> </ul>	<p>(Attachment 1)</p>	
<p>7. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <p><b><u>The following individuals spoke in regard to increased transparency for Economic Development agenda items:</u></b></p> <ul style="list-style-type: none"> <li>• John Martin</li> <li>• Sean Tubbs</li> <li>• Pat Cochran</li> <li>• Tom Olivier</li> </ul> <p><u>Dave Redding</u>, Rio District, Spoke towards the Climate Action Plan.</p> <p><u>Nancy Carpenter</u>, resident of Charlottesville spoke towards Affordable housing.</p> <p><u>Neil Williamson</u>, Free Enterprise Forum, spoke in favor of the County's Economic Development process and encouraged the Board to retain confidentiality.</p> <p><u>Brad Sheffield</u>, CEO Jaunt, Rio District, addressed item #8.8 on the consent agenda.</p>		
<p><b>Note:</b> Item #8.8 on the consent agenda was added back into the consent agenda.</p>		
<p>8.2 FY 19 Appropriations.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> Resolution to approve appropriations #2019075 and #2019076 for local government and school division projects.</li> </ul>	<p><u>Clerk</u>: Forward copy of signed resolution to OMB and County Attorney's office. (Attachment 2)</p>	
<p>8.3 Personnel Policy P-61 Amendments.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> Resolution to amend, delete, and add personnel policies as set forth by staff.</li> </ul>	<p><u>Clerk</u>: Forward copy of signed resolution to Human Resources and County Attorney's office. (Attachment 3)</p>	
<p>8.4 Authorization to Schedule Public Hearing for Ordinance to Amend County Code Chapter 15, Taxation.</p> <ul style="list-style-type: none"> <li>• <b>SET</b> public hearing to consider the adoption of the proposed ordinance.</li> </ul>	<p><u>Clerk</u>: Schedule on future agenda and advertise in Daily Progress.</p> <p><u>County Attorney</u>: Notify Clerk when ready to schedule.</p>	
<p>8.5 Reasonable Rent Policy for Office of Housing Administrative Plan.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> resolution to adopt the Reasonable Rent Policy.</li> </ul>	<p><u>Clerk</u>: Forward copy of signed resolution to Department of Social Services and County Attorney's office. (Attachment 4)</p>	
<p>8.6 The Vistas.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> resolution making the determinations required by Virginia Code Section 36-55.30:2.B in order for the Virginia Housing Development Authority to finance the proposed project known as the Vistas at South Pantops.</li> </ul>	<p><u>Clerk</u>: Forward copy of signed resolution to the Office of Housing and County Attorney's office. (Attachment 5)</p>	
<p>8.7 Appointment of Replacement Assistant Fire Marshal.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> resolution appointing Senior Firefighter Titus Castens as an Assistant Fire Marshal with police powers.</li> </ul>	<p><u>Clerk</u>: Forward copy of signed resolution to the Fire Rescue Department and County Attorney's office. (Attachment 6)</p>	
<p>8.8 Resolution of Support for U.S. Department of Transportation Grant.</p> <ul style="list-style-type: none"> <li>• Adopted Resolution of Support for U.S. Department of Transportation grant to expand</li> </ul>	<p><u>Clerk</u>: Forward copy of signed resolution to the Economic Development Office and County Attorney's office. (Attachment 7)</p>	

	autonomous vehicle testing associated with Project Knight Rider.		
8.9	<p>Virginia Department of Agriculture and Consumer Services Grant for Easement.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> Resolution to: <ul style="list-style-type: none"> <li>• <b>APPROVE</b> the FY 19 Agreement between the County and VDACS, as well as the addendum extending the prior year's Agreement and the Pre-Award Notification, and</li> <li>• <b>AUTHORIZE</b> the County Executive to execute those three documents on behalf of the County</li> </ul> </li> </ul>	<p>Clerk: Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 8)</p> <p><u>County Attorney</u>: Provide clerk with fully executed copy of agreement.</p>	
8.10	<p>North Garden Lane Rural Rustic Road Designation.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> Resolution to designate Route 712, North Garden Lane, as a Rural Rustic Road.</li> </ul>	Clerk: Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 9)	
8.11	<p>Resolution of Intent for Rio29 Form Based Code.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> of the Resolution of Intent and approval of the work/engagement plan titled Getting to Form Based Code: 2019 Work and Community Engagement Plan.</li> </ul>	Clerk: Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 10)	
8.12	<p>ZMA2015-001 Old Trail Village Special Exception.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> Resolution to approve the special exception.</li> </ul>	Clerk: Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 11)	
8.13	<p>Special Exception to ZMA200400007 Belvedere Code of Development, Architectural Standards (Variations #58)</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> Resolution approving the special exception.</li> </ul>	Clerk: Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 12)	
9.	<p>Adoption of Amended Board Rules of Procedures and Adoption of Amended Board Administrative Policies.</p> <ul style="list-style-type: none"> <li>• <b>HELD</b>.</li> </ul>	<u>Clerk</u> : Schedule on March 20 Agenda.	
10.	<p>Review of Board of Supervisors Operating Guidelines.</p> <ul style="list-style-type: none"> <li>• <b>HELD</b>.</li> </ul>		
11.	<p>CPA201800003 – Pantops Master Plan Update.</p> <ul style="list-style-type: none"> <li>• By a vote of 6:0, <b>APPROVED</b> support of the implementation plan.</li> </ul>	<u>Rachel Falkenstein</u> : Proceed as authorized.	
	At 3:28 p.m., the Board recessed and reconvened at 3:38 p.m.		
12.	2019 Resident Survey.		
	• <b>RECEIVED</b> .		
13.	GIS Web Presentation.		
	• <b>RECEIVED</b> .		
14.	Board-to-Board, February 2019, A Monthly Report from the Albemarle County School Board to the Albemarle County Board of Supervisors.		
	• <b>RECEIVED</b> .		
15.	Shenandoah National Park Update.		
	• <b>RECEIVED</b> .		
16.	<p>Closed Meeting.</p> <ul style="list-style-type: none"> <li>• At 4:54 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia:</li> <li>• Under Subsection (1), to discuss and consider appointments to the public bodies in which there are pending vacancies or requests for</li> </ul>		

<p>reappointments. The public bodies for which appointments are pending are:</p> <ul style="list-style-type: none"> <li>1. The Albemarle Broadband Authority;</li> <li>2. The Albemarle County Economic Development Authority; and</li> <li>3. The Albemarle County Board of Equalization; and</li> <li>• Under Subsection (6), to discuss and consider the investment of public funds in an affordable housing project in the northern portion of the Scottsville Magisterial District where bargaining is involved and where, if made public initially, would adversely affect the financial interest of the County; and</li> <li>• Under Subsection (7), to consult with legal counsel and briefings by staff members pertaining to actual litigation between the Board and the Charlottesville City Council regarding the Ragged Mountain Reservoir where consultation or briefing in an open meeting would adversely affect the negotiating or litigating posture of the County and the Board.</li> </ul>		
<p>17. Certify Closed Meeting.</p> <ul style="list-style-type: none"> <li>• At 6:05 p.m., the Board reconvened into open meeting and certified the closed meeting.</li> </ul>		
<p>18. Vacancies and Appointments.</p> <ul style="list-style-type: none"> <li>• <b>APPOINTED</b> Mr. Waldo Jaquith to the Albemarle Broadband Authority to fill an unexpired term ending June 7, 2021.</li> <li>• <b>APPOINTED</b>, Mr. Anthony Arsali, to the Equalization Board as the Rivanna District representative with said term to expire December 31, 2019.</li> <li>• <b>APPOINTED</b> Mr. Landon Birckhead to the Equalization Board as the Scottsville District representative with said term to expire December 31, 2019.</li> </ul>	<p><u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.</p>	
<p>19. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <p><b><u>The following individuals spoke in regard to Affordable Housing:</u></b></p> <ul style="list-style-type: none"> <li>• Greta Derschmer</li> <li>• Tom Echman</li> <li>• Sheila Hurlicky</li> <li>• Mary Sherrill</li> </ul>		
<p>20. Recognition of March 3rd Liberation Day.</p> <ul style="list-style-type: none"> <li>• <b>HELD.</b></li> <li>• By a vote of 6:0, <b>ADOPTED</b> proclamation.</li> </ul>	<p>(Attachment 13)</p>	
<p>21. Summary of Enabling Authority to Promote Active and Vibrant Development Areas.</p> <ul style="list-style-type: none"> <li>• <b>HELD.</b></li> </ul>		
<p>22. <b>Pb. Hrg: SP201800014 – Cash's Corner Transmission Line (Sign #'s 71,72, &amp;73).</b></p> <ul style="list-style-type: none"> <li>• By a vote of 5:1(Dill), <b>ADOPTED</b> Resolution to approve SP201800014 subject to the conditions contained therein.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed ordinance to Community Development and County Attorney's office. (Attachment 14)</p>	
<p>23. <b>Pb. Hrg: Ordinance to Amend County Code Chapter 8, Licenses.</b></p> <ul style="list-style-type: none"> <li>• <b>HELD.</b></li> </ul>	<p><u>Clerk:</u> Schedule on April 17 consent agenda.</p>	
<p>24. From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p><u>Liz Palmer:</u></p>		

<ul style="list-style-type: none"> <li>Mentioned the addition of a Clerk's office <i>Assistant to the Clerk</i> position.           <ul style="list-style-type: none"> <li><b>DISCUSSED.</b></li> </ul> </li> <li>Enlarging of the Solid Waste Advisory Committee.           <ul style="list-style-type: none"> <li>Requested expansion of the committee from 7 to 8 members.</li> </ul> </li> <li>Mentioned there may be family housing crisis assistance available through the schools via a HUD grant and encouraged the County to establish an emergency fund.</li> </ul> <p><u>Diantha McKeel</u></p> <ul style="list-style-type: none"> <li>Mentioned the lag time in approving minutes.</li> </ul> <p><u>Ann Mallek</u>:</p> <ul style="list-style-type: none"> <li>Mentioned she attended the VACO meeting and will share information with the Board.</li> <li>Mentioned she would like staff to look into ways to communicate with UVA for contractors to follow County regulations when dealing with materials.</li> </ul> <p><u>Ned Gallaway</u>:</p> <ul style="list-style-type: none"> <li>Noted he was appointed to the Regional Housing Partnership and requested the Board consider appointing another Board member as an alternate.</li> </ul> <p><u>Norman Dill</u>:</p> <ul style="list-style-type: none"> <li>Recalled his experience at a recent meeting on transit and commented that and that the selection of bus routes under a hypothetical scenario was surprisingly complicated.</li> </ul>	<p><u>Clerk</u>: Schedule on March 20 agenda.</p> <p><u>Clerk</u>: Schedule on future consent agenda.</p> <p><u>Clerk</u>: Schedule on future agenda.</p>	
<p>25. From the County Executive: Report on Matters Not Listed on the Agenda.</p> <p><u>Jeff Richardson</u>:</p> <ul style="list-style-type: none"> <li>Mentioned he attended the Regional Airport Authority and had shared statistics from the monthly airline reliability report from August through January.</li> <li>Informed the Board that Emily Kilroy had finished the annual report and that copies had been placed in supervisors' mailboxes.</li> </ul>		
<p>26. Adjourn to March 20, 2019, 1:00 p.m., Lane Auditorium.</p> <ul style="list-style-type: none"> <li>The meeting was adjourned at 8:29 p.m.</li> </ul>		

ckb/tom

Attachment 1 –Virginia Festival of the Book Proclamation

Attachment 2 – Resolution to Approve Additional FY 19 Appropriations

Attachment 3 – Resolution to Amend Section Personnel Policy Section P-61

Attachment 4 – Resolution to Approve and Adopt the Reasonable Rent Policy

Attachment 5 – Resolution to Approve the Vistas at South Pantops

Attachment 6 – Resolution to Appoint Titus Castens

Attachment 7 – Resolution to Support a U.S. Dot Grant For Automated Driving Systems Demonstration

Attachment 8 – Resolution to Approve the FY19 Agreement Between the County of Albemarle and the Commonwealth of Virginia Department of Agriculture and Consumer Services

Attachment 9 – Resolution to Designate Route 712, North Garden Lane, as a Rural Rustic Road

Attachment 10 – Resolution of Intent for Form Based Code

Attachment 11 – Resolution to Approve Special Exception to Modify Code of Development and Application Plan Approved in Conjunction with ZMA 201500001 Old Trail

Attachment 12 – Resolution to Approve Special Exception to Vary the Code of Development Approved in Conjunction with ZMA 200400007 Belvedere

Attachment 13 – Resolution of Recognition of March 3rd as Liberation Day

Attachment 14 – Resolution to Approve SP 2018-14 Cash's Corner Transmission Line

**PROCLAMATION**  
**VIRGINIA FESTIVAL OF THE BOOK**

**WHEREAS**, Albemarle County believes that literacy is critical to active and engaged citizenship, and is committed to promoting reading, writing, and storytelling within and outside its borders; and

**WHEREAS**, reading stimulates the creative and intellectual growth of individuals, while also building community through shared experiences and understanding; and

**WHEREAS**, the **VIRGINIA FESTIVAL OF THE BOOK** draws attendees, authors, illustrators, and publishing professionals from the region, the Commonwealth, other states, and indeed the world, serving as an economically significant event for this area, while providing the majority of programs free of charge; and

**WHEREAS**, Virginia Humanities, the Virginia Center for the Book, the University of Virginia, local businesses and schools, as well as cultural and civic organizations collaborate with the **VIRGINIA FESTIVAL OF THE BOOK** to explore the world through reading, foster empathy for the stories of others, and promote literacy for all.

**NOW, THEREFORE, BE IT RESOLVED**, that we the Albemarle County Board of Supervisors, do hereby proclaim

**Wednesday, March 20 through Sunday, March 24, 2019**  
**as the Twenty-fifth annual**  
**VIRGINIA FESTIVAL OF THE BOOK**

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

**RESOLUTION TO APPROVE  
ADDITIONAL FY 19 APPROPRIATIONS**

**BE IT RESOLVED** by the Albemarle County Board of Supervisors:

- 1) That Appropriations #2019075 and #2019076 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, 2019.

**RESOLUTION**

**WHEREAS**, the Board of Supervisors has adopted County of Albemarle Personnel Policies pursuant to Albemarle County Code Section 2-901; and

**WHEREAS**, the Board desires to amend Section P-61, Overtime/Compensatory Time Policy, effective upon the implementation of the time and attendance system provided by Kronos, which is expected to be April 1, 2019.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Supervisors of Albemarle County, Virginia, hereby amends Section P-61, Overtime/Compensatory Time Policy, as set forth in the attached document, which is incorporated herein.

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COUNTY OF ALBEMARLE  
PERSONNEL POLICY§P-61 STAFF SCHEDULES, TIME TRACKING, AND COMPENSATION POLICY

The County has established the following procedures to compensate employees fairly and in accordance with federal, state, and local laws for all time worked. The County approves the annual staffing plan through the budget process each fiscal year. Staffing allocations are made for each department that determine the number and type of positions for employee payroll. These policies and procedures establish guidelines and expectations for employees and supervisors.

**I. Staff Schedules****A. Classified Staff**

The supervisor of every classified employee shall determine the employee's work schedule in accordance with the base weekly hours for that position and the needs of the department. Department heads/designees may require that employees work additional time or alternative schedules to meet the needs of the department. Whenever possible, supervisors shall give advance notice as soon as the work schedule change is determined so that the employees are able to arrange their personal schedules.

**II. Alternative Schedules****A. Guidelines:** Department heads/designees may permit alternative work schedules for staff provided that the following conditions are met:

1. The department is open to the public on all days other than posted holidays and emergency closings;
2. Employees work the requisite number of hours for their positions; and
3. All applicable personnel policies are followed.

**B. Flex Time:** Non-exempt employees are paid based upon hours worked or leave taken during the workweek or work period. In lieu of taking leave, a supervisor may allow an employee to work an alternative schedule in a given workweek or work period as long as all base weekly hours are accounted for within the workweek or work period. Exempt employees may work alternative schedules with supervisor approval.**III. Overtime and Compensatory Time Leave Compensation**

Non-exempt employees are entitled to overtime pay or compensatory time leave in accordance with the Fair Labor Standards Act (FLSA) for hours worked in excess of their maximum allowable hours at one and one-half (1.5) times their regular rates of pay. The following regulation establishes the general guidelines and procedures the County will follow regarding overtime and compensatory time leave requirements of the FLSA and applicable state law. If any conflict arises between this policy and the FLSA or state law, the requirements of the FLSA and/or state law will govern.

## PROCEDURE FOR STAFF SCHEDULES, TIME TRACKING, AND COMPENSATION

### I. Overview and Key Terms

- A. **Base Weekly Hours.** Each regular employee has a designated number of official hours per workweek or work period that have been set for the position. While an employee's actual daily work schedule may vary, the employee's base weekly hours remain the same. For example, an employee with 40 base weekly hours may work five (5) eight (8)-hour shifts or may work four (4) 10-hour shifts.
- B. **Full-Day Increments.** Full-day increments refers to the entire scheduled day and not a "day of leave" as defined in Policy § XX Leave Program.
- C. **Exempt Employees.** Employees in certain positions are exempt from overtime pay requirements and compensatory time leave eligibility if the positions satisfy the criteria for the exemptions defined under the FLSA. Positions will be designated as exempt or non-exempt by the Department of Human Resources and approved by the County Executive/designee.
- D. **Fair Labor Standards Act.** The FLSA requires all covered employers, including the County, to comply with its minimum wage and overtime compensation requirements.
- E. **Hours Worked.**
  - 1. **General.** Non-exempt employees who work more than the maximum allowable hours in a workweek or work period must receive either overtime pay or compensatory time leave for their excess hours worked. Paid or unpaid time off during which the employee is absent from service for the County shall not be counted as "hours worked" in determining if the maximum allowable number of hours has been exceeded, except as required under the Gap Pay Act (Virginia Code § 9.1-700, et seq.). Such absences include, but are not limited to, holiday, sick, annual, and compensatory time leave; leaves of absence; meal breaks; and building closures.
  - 2. **Breaks.** FLSA does not require rest breaks or meal breaks. However, supervisors should allow employees time to attend to health and hygiene needs. Supervisors may designate specific times for rest and meal breaks. Department heads may establish department-wide standards to ensure efficient operations and service. Non-exempt employee rest breaks longer than 20 minutes are not compensable as time worked as long as no work is performed and the employee is free to leave his/her post. Non-exempt employee meal breaks 30 minutes or longer are not compensable as time worked as long as the employee is completely relieved from duty and free to leave his/her post.
  - 3. **Travel Time.** When non-exempt employees are required to work outside of County facilities, the hours involved in the actual travel, as well as the hours working, shall be considered time worked. Employees shall report this time to their supervisors, using procedures established for that purpose. Ordinary travel/commute between an

employee's home and work shall not be considered hours worked, unless approved as hours worked by the Department of Human Resources.

F. **Leaving Premises During the Workday.** Departments may establish their own sign-out/notification procedures for employees leaving the premises during the workday.

G. **Maximum Allowable Hours.** A non-exempt employee must be compensated for overtime once the employee has exceeded the maximum allowable hours. Maximum allowable hours for employees are as follows:

7(k) exempt <sup>1</sup> Sworn Law-Enforcement	171 hours within the 28-day work period
7(k) exempt Uniformed Fire Rescue	212 hours within the 28-day work period
All Other Employees	40 hours within the workweek

H. **Non-exempt Employees.** Employees who are subject to the FLSA's overtime and compensatory time leave requirements are considered non-exempt.

I. **Overtime.** This is time that non-exempt employees physically work in excess of the maximum allowable hours per workweek or work period, except as required under the Gap Pay Act (Virginia Code § 9.1-700, et seq.). The County must compensate an eligible employee for time worked in excess of the maximum allowable hours by making monetary payment at one and one-half (1.5) times the employee's regular rate of pay for each hour or portion thereof worked or by granting compensatory time leave at the rate of one and one-half (1.5) times for each hour or portion thereof worked.

J. **Pay by Exception.** Albemarle County operates on a "pay by exception" system. Each regular employee has a designated number of hours per fiscal year the employee has been allocated as part of the organization staffing plan. These annual hours are divided equally into the number of established pay cycles. The payroll system will pay this amount automatically unless the employee and supervisor submit adjustments to the base weekly hours such as overtime or leave without pay.

K. **Premium Pay.** This refers to additional compensation, exclusive of overtime, non-exempt employees may receive as an incentive for specific types of work, i.e., shift differentials.

L. **Regular Schedule.** All regular employees have a designated schedule each workweek or work period based upon the base weekly hours. Changes to a non-exempt employee's regular schedule that impact the base weekly hours may cause changes to the employee's pay, such as overtime or leave without pay.

M. **Straight Time.** A non-exempt employee's non-overtime hours worked, compensated at the employee's hourly rate.

<sup>1</sup> "7(k) exempt" refers to 29 U.S.C. § 207(k), which provides public agencies a partial exemption to overtime compensation requirements for employees engaged in fire protection or law enforcement activities.

- N. **Work Schedules.** The department head/designee is responsible for establishing employee work schedules, including allowances for breaks and meal periods.
- O. **Workweek and Work Period.** The County Executive has established the official workweek as seven (7) days, extending from Saturday at 12:01 a.m. to Friday at 12 midnight. The work period for 7(k) exempt law-enforcement and fire rescue employees is a 28-day period. The beginning and ending time for the 28-day work period under section 207(k) of the Fair Labor Standards Act shall be determined by the appropriate department head.

## II. Tracking Time and Pay Adjustments

### A. Non-exempt Employees

- 1. **Time Recording.** Non-exempt employees are paid for time worked on an hourly (or portion thereof) basis. All non-exempt employees must complete and submit, in a timely manner, accurate data recording their hours worked and leave taken. Failure to do so may result in disciplinary action in accordance with County policy.
- 2. **Increments.** Rounding rules up or down to the quarter-hour will be established for County-wide consistency. Departments may set reasonable expectations for adherence to work schedules. An employee may be counseled or disciplined for tardiness; however, pay will follow the rounding rules.
- 3. **Reductions in Pay.** In the County's pay by exception system, when an employee misses work in the workweek or work period and has insufficient leave to make up the variance from the base weekly hours, the non-exempt employee will be docked pay for that workweek or work period in 15-minute increments. Employees may also be docked pay for disciplinary purposes in accordance with County policy.

### B. Exempt Employees

- 1. **Time Recording.** Exempt employees are expected to follow established procedures and policies for exempt employee time tracking and leave submission. Failure to do so may result in disciplinary action in accordance with County policy.
- 2. **Increments.** Exempt employees are compensated on a salary basis. The salary may be calculated on a daily or weekly basis depending on the position. However, exempt employees are not paid based upon physical time worked.
- 3. **Reductions in Pay.**
  - a. Exempt employees may be docked pay in accordance with FLSA, FMLA, Workers' Compensation laws, and other applicable laws. Generally, pay may be docked for partial weeks worked during the first and last weeks of employment and situations where a benefits-eligible employee has insufficient leave accrued or chooses to take leave without pay.

Pay must be docked in full-day increments, excluding exceptions permitted under law. Benefits-ineligible employees may not be docked pay when work is performed in the workweek or work period, unless permitted by law. Supervisors may require any exempt employees to make up missed work in another workweek or work period.

- b. Discipline. Any exempt employee may be docked pay in full-day increments for disciplinary purposes in accordance with County policy.

### III. Overtime Pay and Compensatory Time Leave

#### A. Eligibility to Earn Overtime Pay/Compensatory Time Leave

1. Non-exempt Employees. Unless excluded by the FLSA, all non-exempt regular employees of the County who work in excess of 40 hours within a workweek or the maximum allowable hours within one 28-day work period are eligible to receive overtime pay and/or compensatory time leave. Temporary employees are not eligible to receive compensatory time leave, but are eligible to receive overtime pay.
2. Exempt Employees. Exempt employees are not eligible to earn overtime, whether as monetary payment or compensatory leave time. However, this does not preclude department heads from using their discretion to grant time off to exempt employees in recognition of time worked beyond normal work schedules.

#### B. Calculation of Overtime/Compensatory Time Leave

All non-exempt employees are to be compensated for overtime hours worked. This compensation may be monetary or through the accrual of compensatory time leave. Time is calculated based on the entire workweek or work period and not on a daily basis. Overtime is not earned until the maximum allowable hours have been physically worked, except as required under the Gap Pay Act (Virginia Code § 9.1-700, et seq.). Calculation of overtime/compensatory time leave shall be as follows.

1. Fire Rescue Employees. Fire Rescue employees who are 7(k) exempt and work over 212 hours within the 28-day work period are to be paid overtime pay. They are also subject to the Gap Pay Act (Virginia Code § 9.1-700, et seq.). References to overtime pay throughout policy includes gap pay required by the Virginia Code.
2. Sworn Law-Enforcement Employees. Sworn law-enforcement employees who are 7(k) exempt and work over 171 hours within the 28-day work period are to be paid overtime pay. They are also subject to the Gap Pay Act (Virginia Code § 9.1-700, et seq.). References to overtime pay throughout policy includes gap pay required by the Virginia Code.
3. All Other Employees. All other non-exempt employees who physically work over 40 hours within the workweek are to be paid overtime pay.

4. **Compensatory Time Leave.** A non-exempt regular employee may be compensated at the rate of one and one-half (1.5) hours of compensatory time leave for each overtime hour worked in a workweek or work period instead of overtime pay referenced in B.1-3. The employee and supervisor must agree to compensatory time leave as compensation. If a supervisor is offering only compensatory time leave as payment, the employee must agree to accept compensatory time leave or be able to decline the additional work. Otherwise, overtime pay must be provided for required additional work. Temporary employees are not eligible for compensatory time leave in lieu of overtime pay.
5. **Compensation for Additional Non-Overtime Work.** When a non-exempt employee works more than his/her base weekly hours, the employee must be paid his/her hourly rate (straight time) for those excess hours worked, except as required under the Gap Pay Act (Virginia Code § 9.1-700, et seq.). Compensatory time leave may not be earned except as overtime.
6. **Dual Job Employees.**
  - a. **Two or More Non-exempt Positions.** Employees who have two or more non-exempt regular positions contributing to overtime hours are eligible for both overtime pay and compensatory time leave. These employees may receive overtime pay at the blended overtime rate or earn compensatory leave time in accordance with B.4. Department heads shall consult with Human Resources for guidance regarding the payment of overtime compensation to these employees.
  - b. **Exempt and Non-exempt Regular Positions.** For employees who have one or more exempt regular position(s) and one or more non-exempt regular position(s), the eligibility for overtime is determined by the primary position (the position with the highest part-time percentage). When the primary position is classified as non-exempt, all work performed in both positions contributes to the total hours for the workweek or work period. When the primary position is classified as exempt, the employee is not eligible to earn overtime or compensatory time leave. The employee may receive straight time pay for hours worked in the workweek or work period beyond the base weekly hours in the non-exempt position.
  - c. **Non-exempt Regular and Temporary Positions.** If a non-exempt regular employee also has time worked in a non-exempt temporary position during the workweek, all such time worked counts towards the maximum allowable hours. The supervisor of the regular position may deny the earning of compensatory time leave in lieu of overtime pay, regardless of which position(s) contributed to the overtime hours. If a supervisor denies compensatory time leave, overtime must be paid at the blended overtime rate.

- d. Non-exempt Regular Employees Working Exempt Temporary Positions. As long as the exempt temporary position is occasional and sporadic, the hours worked in the temporary position do not count towards the maximum allowable hours. Supervisors of temporary positions shall contact the Department of Human Resources before scheduling any non-exempt regular employee for exempt temporary work.

**C. Compensatory Time Leave Payouts**

1. Maximum Balances. Employees eligible for the public safety exemption may accrue up to 240 hours of compensatory time leave. All other regular, non-exempt employees may accrue up to 100 hours of compensatory time leave.
2. Job Changes. Upon termination of regular employment, non-exempt employees shall be paid for unused compensatory time leave. A non-exempt employee who is transferring to another department or who is changing from a non-exempt to an exempt position shall be paid for the unused compensatory time leave balance or reach an agreement with the current department head to use any accumulated compensatory leave prior to the effective date of the change. The employee's compensatory time leave balance must be zero (0) prior to the starting date for the new position.
3. Compensatory Time Leave Payout Requests.
  - a. Department heads may offer periodically partial or full payouts of accrued compensatory time leave. Fair practices must be established to provide equal access to all eligible non-exempt employees. Department heads may not make payouts under the maximum compensatory time leave balance without employee approval.
  - b. Employees may request partial or full payouts of accrued compensatory time leave. Payouts are subject to department head approval and budgetary considerations. Department heads may set fair and consistent limits.
4. Compensatory Time Leave Payout Rate.
  - a. **During Employment:** When compensatory time leave is paid during the course of employment, it will be paid at the employee's current regular rate.
  - b. **Upon Termination:** When compensatory time leave is paid upon termination of employment, it will be paid at a rate of compensation not less than:
    - i. The average regular rate the employee received during the last 3 years of employment, or
    - ii. The employee's final regular rate, whichever is higher.

#### **D. Employer Responsibilities**

1. **Managing the Accrual of Overtime.** Department heads/designees may require that employees work additional time or overtime to meet the needs of the department. They are also responsible for managing non-exempt employees' hours worked whenever possible within the designated workweek or work period to avoid overtime. If an employee works more than the designated work hours in a day, the employee's supervisor may adjust the employee's work schedule for that workweek or work period by the amount of the excess time worked to avoid the accrual of overtime.

The County will compensate an employee for any time worked in excess of the employee's base weekly hours. However, an employee may be disciplined for working unapproved time.

2. **Availability of Funds.** Department heads/designees shall ensure that adequate funds are available to pay required overtime compensation and compensatory time leave payouts.
3. **Scheduling Compensatory Time Leave.** (See Policy § P-XX, Leave Program.)
4. **Recordkeeping.** Department heads/designees shall ensure that all non-exempt employees complete and submit, on a timely basis, accurate data recording their hours worked and leave taken. They shall also ensure that exempt employees submit timely and accurate leave records.

#### **E. Employee Responsibilities**

**Authorization for Overtime.** Non-exempt employees may work additional time beyond their scheduled hours only with prior authorization from their supervisor. Failure to obtain prior authorization may result in disciplinary action in accordance with County policy.

### **IV. ON-CALL AND CALL-BACK COMPENSATION**

#### **A. On-Call Compensation**

1. **Purpose.** Employees may be required to be available to return to work or "on-call" during a scheduled period. On-call periods have been established as 12-hour periods for the entire County. Department heads/designees may schedule employees to be on-call for shorter periods based on business needs.
2. **Compensation and Eligibility.** A regular or temporary non-exempt employee on-call will be paid a flat fee equal to one and a quarter (1.25) of the employee's hourly rate for each 12-hour on-call period. When an on-call period of less than 12 hours has been designated, an employee will still receive one unit of on-call pay for the period. Periods during which an employee is on-call are not time worked and do not count towards maximum allowable hours for overtime.

For example, an employee who makes \$10.00/hour and is on-call for a designated eight (8)-hour shift would receive \$12.50 for one on-call period. If the on-call shift was 13 to 24 hours, the employee would receive \$25.00 for two (2) on-call periods.

Non-exempt employees who are on-duty while they are on-call are to be compensated for the time they are on-duty as time worked. Whether the FLSA considers an employee to be "on-duty" while on-call depends on a number of circumstances, including, but not limited to, being required to remain on the employer's premises and being restricted from using on-call time effectively for personal purposes.

Exempt employees are not eligible to receive on-call compensation.

3. **Condition to Work.** Employees who are "off-duty", but on-call, must remain in a work-appropriate condition. This includes, but is not limited to, refraining from consuming substances that impair or compromise an employee's ability to work.
4. **Departmental Expectations.** Departments may develop on-call guidelines and expectations for employees for "off-duty" on-call time based on departmental needs. Department heads must submit their proposed guidelines to the Human Resources Department for approval to ensure that they meet all applicable legal and policy requirements.

On-call compensation will be authorized only if the on-call service meets all the following criteria:

- a. Service must be mandated.
- b. On-call employees are expected to respond promptly to calls, resulting in partially restricted personal time of on-call employees. Specific required response times may vary depending on individual departmental requirements.
- c. On-call employees will not be called if another employee is already on duty and available to perform the required services.
- d. The department's on-call guidelines have been approved by the Department of Human Resources.

5. **Reporting for Work.** While on-call, an employee may be contacted to report to work. An employee who is called in to work from on-call status is eligible for call-back compensation. The employees will also retain the on-call compensation in addition to wages for time worked.
6. **Special Provisions Regarding CPS Workers.** Child protective service workers employed by the Department of Social Services shall be compensated for their on-call service in accordance with all state-mandated requirements.

**B. Call-Back Compensation**

1. **Purpose.** There may be times when supervisors may need employees to report back to work on short notice outside of the employee's work schedule. Call-Back status occurs when a department head/designee requires a non-exempt employee to report back to work outside of the employee's work schedule on less than 24-hour notice. Call-back is not hours worked beyond the schedule which require an employee to stay at work, such holdover time shall be compensated as straight time or overtime as applicable. Additionally, work schedule changes with more than 24 hours' notice are not call-back hours. Whenever possible, supervisors should give notice to employees when the need for call-back may occur, such as for an anticipated snowstorm.
2. **Eligibility for Call-Back Compensation.** Any regular non-exempt employee who is called back to work as described above by the department head/designee shall be paid call-back compensation..

Temporary, non-exempt employees who have regular work schedules which are changed via call-back are eligible. Temporary employees who work on an intermittent, occasional, or sporadic basis do not qualify for call-back pay when scheduled or called to work with less than 24 hours' notice.

While exempt employees may be called back to work with short notice, they are not eligible for call-back pay.

3. **Condition to Work.** Employees who are called back for work must report in a work-appropriate condition that includes, but is not limited to, the non-consumption of substances that impair or compromise an employee's ability to work. If an employee is not in a condition to work, the employee must disclose that to the supervisor before reporting for duty.
4. **Compensation.** The call-back compensation rate is one and one-half (1.5) times the employee's regular hourly rate for call back hours. If an employee exceeds the maximum allowable hours for the workweek or work period, or as required under the Gap Pay Act (Virginia Code § 9.1-700, et seq.), the employee will receive overtime pay instead of call-back pay. The employee may not receive both for the same hours worked. In lieu of receiving overtime pay, employees may receive compensatory time leave in accordance with the established procedures above.

Once an employee has been called back to work, the employee will be guaranteed a minimum of two (2) hours of call-back pay even if less than two (2) hours of work are performed. An employee will receive call-back pay for all hours worked. Ordinary travel/commute between an employee's home and work shall not be considered hours worked, unless approved as hours worked by the Department of Human Resources. Emergency travel time to a location other than the employee's regular place of business which requires travel of a substantial distance (more than the employee's typical commute) is

considered hours worked. Only hours physically worked or call back emergency travel time to work count towards the maximum allowable hours. An employee called back to work from "on-call" status may keep the on-call pay in addition to call-back pay received. When work is completed, travel time home is not compensable as time worked.

If an essential personnel employee receives additional pay due to building closure, the employee is not eligible for call-back for the same hours worked.

**V. HOLIDAY PAY**

Please refer to Policy § XX, Leave Program, for information on pay for work performed on a holiday.

**VI. SHIFT DIFFERENTIALS**

Non-exempt regular and temporary employees may be regularly or periodically scheduled to work evening or midnight shifts and may receive premium pay for such work. When five (5) or more hours are physically worked in either shift, the employee will receive the following additional percentage of his/her hourly rate for each hour worked in the range.

Evening: 3:00 p.m. – 12:00 a.m.      5% of the hourly rate premium pay

Midnight: 12:00 a.m. – 9:00 a.m.      6% of the hourly rate premium pay

Shift differential premium pay will not be granted when less than five (5) hours of work are performed in the designated range. Although an employee may be regularly assigned to an evening or night shift, the shift premium will not be paid when paid leave is taken, nor will the employee be charged the premium for leave without pay. Fire Rescue employees who are 7(k) exempt are not eligible for this shift differential premium pay.

**VII. BUILDING CLOSURES DUE TO INCLEMENT WEATHER AND/OR EMERGENCY SITUATIONS**

Employees may be required by their supervisors to report to work during building closure periods designated by the County Executive/designee. Please refer to policy § P-XX, Coverage Due to Inclement Weather and/or Emergency, for more information. While they may be deemed essential personnel, employees on the public safety pay scales are not eligible for additional pay due to building closures. Compensation for other essential personnel will be as follows:

**A. Employees Required to Work.** Any non-exempt, regular employee who is required by his/her supervisor to work during building closure periods shall be deemed essential personnel and will be paid a premium equal to the employee's hourly rate for any time the employee works during the building closure period. This premium is in addition to the regular wages essential personnel earn for any time worked in accordance with this policy.

For example, if the building closure period is 6am-10am, the employee's work schedule is 8am-4pm, and the employee works 9am-4pm (no lunch break) on the day of the closure as directed by the supervisor, the employee would

receive one (1) hour of paid administrative leave due to building closure (8am-9am), one (1) hour of essential personnel additional pay due to building closure (9am-10am), and seven (7) hours of pay for time worked (9am-4pm).

**B. Employees Not Required to Work.** Any non-exempt, regular employee who chooses to work when not required to report to work will not receive additional pay due to a building closure, but will be compensated for that time worked as straight time or overtime as appropriate.

### **VIII. PROFESSIONAL LEARNING**

See Policy § P-87, Professional Learning, for more information on compensable work time for training and learning activities.

### **IX. COURT APPEARANCES / HEARINGS**

When employees are subpoenaed to appear as witnesses in legal proceedings or participate in hearings with other federal, state, or local agencies in their capacities as County employees, the time spent in such work-related proceedings will be treated as compensable work time.

Employees who initiate or are otherwise involved in legal actions of any kind (excluding employee grievance proceedings) in their private capacity and not as a County employee, whether such actions involve the County or not, will not be permitted to treat such time as compensable work time. Leave may be requested in accordance with policy § P-XX, Leave Program

### **X. SPECIAL PROVISIONS FOR SWORN LAW-ENFORCEMENT EMPLOYEES**

**A. Court Appearances/Hearings.** Work-related Court appearances/hearings worked by sworn law-enforcement employees outside of the regular work schedule for that day will be paid at one and one-half (1.5) times the employee's regular hourly rate. If an employee exceeds the maximum allowable hours for the work period, or as required under the Gap Pay Act (Virginia Code § 9.1-700, et seq.), while attending work-related Court hearings, the employee will receive overtime pay instead of court pay. The employee may not receive both for the same hours worked. In lieu of receiving overtime pay, employees may receive compensatory time leave in accordance with the established procedures above. These employees will be guaranteed a minimum of two (2) hours of court pay even if less than two (2) hours of work are performed. Only hours physically worked count towards the maximum allowable hours.

**B. Contractual Overtime.** Contractual overtime is defined as work outside of County work hours assigned to a sworn law-enforcement employee at the request of an outside entity and performed at the employee's option. Contractual overtime shall only be compensated monetarily. Those voluntary contractual hours worked by employees shall not count as hours worked for the County. Sworn law-enforcement employees shall be paid for voluntary contractual hours worked at an established fixed rate.

Amended August 4, 1993; August 3, 1994; September 1, 1997; December 9, 2009; Adopted March 6, 2019, effective April 1, 2019

**RESOLUTION TO APPROVE AND ADOPT THE REASONABLE RENT POLICY**

**WHEREAS**, the Department of Housing and Urban Development (HUD) has established regulations that require the Albemarle County Office of Housing (the Agency), a Public Housing Agency (PHA), to adopt a written Administrative Plan that establishes local policies of the Housing Choice Voucher program in accordance with HUD requirements; and

**WHEREAS**, 24 CFR 982.54(d)(15) of those regulations requires that the Agency Administrative Plan must cover the Agency's policies on the method of determining that the rent paid to the owner is a reasonable rent (initially and during the term of a Housing Assistance Payment contract); and

**WHEREAS**, HUD has established the Section 8 Management Assessment Program (SEMAP) regulations that requires the Agency to demonstrate to HUD that the Agency has and implements a reasonable written method to determine and document for each unit leased that the rent paid to the owner is reasonable [24 CFR 985.3(b)(3)]; and

**WHEREAS**, it is the intent of the Agency to establish policy that is approved by the Albemarle County Board of Supervisors for insertion in the Agency Administrative Plan for the Housing Choice Voucher Program and that will implement HUD's rules and regulations with regard to management of a PHA; and

**WHEREAS**, the Agency has contracted, as part of its implementation of the Reasonable Rent Policy, to use the EZ-Reasonable Rent Determination System.

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby approves and adopts the Reasonable Rent Policy, attached hereto and incorporated herein.

\*\*\*\*

This Reasonable Rent Policy and Procedures is to be added to the Section 8 Housing Choice Voucher Administrative Plan, and includes the following sections.

- I. Statement of Compliance
- II. Step-by-Step Explanation of Procedures
- III. Explanation of Analysis used in the Procedures
- IV. Compliance with Fair Housing Regulations
- V. Agency Staff Training
- VI. Agency's Interaction with Landlords
- VII. Agency-owned Units
- VIII. Data Collection of Unassisted Comparable Units
- IX. Calculation of the Recommended Reasonable Rent

## **I. Statement of Compliance with Reasonable Rent Regulations**

### ***Background***

The EZ-Reasonable Rent Determination (EZ-RRD) system is utilized to assist staff to conduct reasonable rent analysis for units to be assisted. The EZ-RRD system was designed to correct long-standing misconceptions and problems about reasonable rent analysis. For example, other systems allow the Agency Analyst to select the comparable units, allowing for possible favoritism, subjectivity and Fair Housing Issues. EZ-RRD automatically selects the best comparable units in the database using consistent and objective methods. Thus, the Agency and U. S. Department of Housing and Urban Development (HUD) are protected from fraud, waste, and mismanagement.

In another example, some systems look for comparable units based only on the same or similar rents. They do not account for differences in the characteristics between the assisted and comparable units. The EZ-RRD system uses the standard deviation method to enable proper comparisons of the unit to be assisted and comparable units with different characteristics, assuring the Agency that an "apples-to-apples" comparison is made.

Agency should always ensure the EZ-RRD database has an adequate number of current comparable units in all communities in which the Participants live as well as communities that may provide Expanded Housing Opportunities. Expanded Housing Opportunities is a HUD term that indicates a geographic area that may offer better housing quality, good public transportation, good schools, close proximity to jobs and services, etc.

This Policy represents a reasonable method per the Section 8 Housing Choice Voucher and SEMAP regulations, as well as the HUD Housing Choice Voucher Program Guidebook. It also represents a common-sense approach according to the HUD SEMAP Confirmatory Review and Reasonable Rent Quality Assurance protocols.



**Timing**

A unit will not be approved until it is determined that the requested rent by the owner/agent is a reasonable rent. The Agency will also determine the reasonable rent before approving any increase in the rent or if there is a five percent (5%) decrease in the published FMR sixty (60) days before the contract anniversary as compared with the FMR in effect one year before the contract anniversary, or if directed by HUD. The agency may elect to re-determine reasonable rent at any other time.

***Compliance with 24 CFR Section 982.507 Rent to Owner: Reasonable Rent and 24 CFR Section 985.3 (b) Reasonable Rent.***

The regulations do not require a specific method to be utilized. The only requirements for comparability at 24 CFR 982.507 (b) is for the Agency to utilize unassisted units as comparable units and to consider all nine characteristics for each determination. Therefore, the reasonable rent system uses only unassisted units for comparable units. It also considers the following characteristics for each determination.

- Location
- Quality
- Size (by # of bedrooms, overall size and # of bathrooms)
- Unit type
- Age of the contract unit
- Amenities
- Housing services
- Maintenance
- Utilities to be provided by the owner

The only requirements for reasonable rent at 24 CFR 985.3 (b) is for the Agency to have and implement a reasonable written method that uses all nine of the above characteristics. This Policy describes the reasonable method herein.

The EZ-Reasonable Rent Determination (EZ-RRD) Report documents implementation of this Policy. This Policy includes an example of this Report.

**II. Step-by Step Explanation of Procedures**

This section first explains the preparation needed to perform reasonable rent determinations; then it provides the steps to implement the reasonable rent determinations.

***Preparation: Use of Location***

The first step in preparation concerns the location characteristic. Location has the greatest impact on rent. Therefore, this system gives the greatest weight to location.



To define location, the EZ-RRD Analysts divide the Agency's jurisdiction into three rental market value areas. Each unit to be assisted and each comparable unit is assigned to be in either a high, medium, or low rental market value location. Section III of this Policy provides an explanation of how these rental market values are determined.

**Preparation: Assigning Maximum Value Points to HUD Required Characteristics**  
 EZ-RRD assigns maximum value points to each HUD required characteristic. These value points represent the economic value for each characteristic. Section III of this Policy provides an explanation of how the value points are determined.

**Value Point Levels Applied to Each Characteristic**

Each characteristic is assigned a value point level. Characteristics with higher levels have more impact on the actual rent. Level V has the highest number of potential value points. Level I have the lowest number of potential points.

Each level has a value point range. The actual number of value points assigned to a characteristic is determined by the description of each characteristic in a particular unit. For example, for the quality characteristic, a unit with high quality will receive more value points than a unit with fair quality. The table below provides value levels and point ranges.

Characteristic	Value Point Level	Value Point Range
<b>Location</b>	<b>V</b>	<b>15-23</b>
<b>HQS Quality</b>	<b>IV</b>	<b>10-18</b>
<b>Utilities Provided by Owner</b>	<b>IV</b>	<b>0-18</b>
<b>Building Structure (Unit Type)</b>	<b>IV</b>	<b>10-18</b>
<b>Overall Unit Size</b>	<b>III</b>	<b>8-13</b>
<b>Number of Bedrooms</b>	<b>II</b>	<b>4-9</b>
<b>Number of Bathrooms</b>	<b>II</b>	<b>4-9</b>
<b>Age</b>	<b>II</b>	<b>4-9</b>
<b>Amenities</b>	<b>II</b>	<b>0-9</b>
<b>Maintenance</b>	<b>I</b>	<b>1-5</b>
<b>Housing Services</b>	<b>I</b>	<b>0-5</b>

**Implementation**

Below are step-by-step procedures for performing each reasonable rent determination. These procedures include data entry into the web-based EZ-RRD system and analysis performed by the system.

1. After the Agency Analyst enters the address for the Unit to be Assisted, EZ-RRD provides the Agency Analyst with the option to select the best comparable units by filtering.



If the Agency does not filter, EZ-RRD will select the best comparable units from the database for the Agency's entire jurisdiction. If the Agency does not find it necessary to filter, the Agency Analyst skips this option.

However, some agencies may have large jurisdictions that are comprised of smaller geographic areas that have significantly different rental market values. These agencies may wish to filter to select the best comparable units only from within a specific smaller geographical area.

If filtering is utilized, a two-step process is required. First, the Agency Analyst selects the Filter Type from a drop-down menu. The Filter Type may be city, state, zip code, census tract, real estate code, neighborhood, custom 1 and custom 2. After selecting the filter type, the Agency Analyst mouse-clicks in the *Filter To* field. EZ-RRD displays all the filtering options within the selected type. The Agency Analyst then selects the desired option. For example, some agencies may be comprised of several cities with significant rental market value differences. When the Agency Analyst selects filtering by city, all cities with comparable units will be displayed. The Agency Analyst then selects the desired city.

2. The Agency Analyst enters an accurate description of the unit to be assisted for each required characteristic. The Agency is responsible for accurate data input for each characteristic for the unit to be assisted. The Agency is responsible to confirm the accuracy of the data provided by the Landlord for the required characteristics. To ensure that accurate descriptions are entered the definitions for each description are provided on the system under "Help Me Decide" for each characteristic. In addition, these definitions are provided on a laminated guide called EZ-RRD Rent Reasonableness Determination Steps. It is provided in the detailed Reasonable Rent User's Manual that is provided separate from this Policy.
3. Based on the descriptions entered into the EZ-RRD system, it assigns the appropriate values to each characteristic for the unit to be assisted.
4. EZ-RRD system totals the values of each characteristic for the unit to be assisted to obtain the unit's Total Value Points.
5. EZ-RRD system analyzes the Total Value Points and descriptions of all characteristics for both the unit to be assisted and the comparable unit database. It locates units with exact points and characteristics to use as comparable units.
6. If there is no exact match, EZ-RRD system will next select comparables based on the database search priorities listed on the following chart.



### Database Search Priorities Chart

Priority #	Action
<b>I</b>	Exact match on all 9 required characteristics and total value points
<b>II</b>	Exact match to structure type, location, # of bedrooms, and same or similar total value points for all required characteristics
<b>III</b>	Exact match to location, # of bedrooms, and same or similar total value points for all required characteristics

Through the above database search process, the three comparable units most similar to the unit to be assisted are selected.

7. EZ-RRD system then populates the Reasonable Rent Determination Report (hereafter called Report) with the characteristic descriptions and total value points for the unit to be assisted and each of the three comparables. See sample Report below.
8. The EZ-RRD System analyzes the data for the Average Rents of Comparables, Average Value of Comparables, Unit to be Assisted Rent and Unit to be Assisted Value factors. Based on this analysis, EZ-RRD calculates the estimated reasonable market rent for the unit to be assisted. On the EZ-Reasonable Rent Determination Report, this figure is called the Recommended Reasonable Rent.
9. On the top of the Report, EZ-RRD displays the following analysis data:
  - a. Average Rents of Comparables
  - b. Average Value of Comparables
  - c. Unit to be Assisted Rent
  - d. Unit to be Assisted Value
  - e. Recommended Reasonable Rent
10. The Agency Analyst reviews the five factors listed in the analysis data mentioned above. Based on this review, the Agency Analyst makes the final decision concerning reasonable rent. The Agency Analyst compares the Recommended Reasonable Rent figure with the Unit to be Assisted rent figure. Generally, if the Recommended Reasonable Rent figure is equal to or higher than the Unit to be Assisted rent, the Agency Analyst may determine the requested rent to be reasonable. The Agency Analyst may then select "Yes" on the Report, print it, and secure it in the tenant file. EZ-RRD will automatically fill in the Analyst's name and date of the determination.

Generally, if the Recommended Reasonable Rent figure is less than the Unit to Be Assisted rent, the Agency Analyst may determine the rent is not reasonable. The Agency Analyst may then select "No" on the Report, print it, and secure it in



the tenant file. EZ-RRD will automatically fill in the Analyst's name and date of the determination.

If a Request for a Reasonable Accommodation is made, see Section IV – Compliance with Fair Housing Regulations in this Policy.

**Sample Reasonable Rent Determination Report**

A sample Reasonable Rent Determination Report is provided below. The Value Point level and the actual value assigned to each characteristic in this sample are also provided.

As needed an optional Reasonable Rent Determination Standard Deviation Adjusted Report showing standard deviation comparisons may be used. This optional report illustrates the results of standard deviation calculations for the characteristics of unit size, unit type, quality, and age if needed.



For illustration purposes only Red lettering does not appear on system-generated reports. Used here to illustrate values assigned.

## EZ-Reasonable Rent Determination Report

## Analysis Data:

Average Rent of Comparables:	\$1,289.67
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Average Value of Comparables:	47
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Unit To Be Assisted Rent:	\$900.00
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Unit To Be Assisted Value:	47
----------------------------	----

Recommended Reasonable Rent:	\$1,289.67
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The analysis of the above data shows the requested rent for the unit to be assisted to be reasonable?  
If YES above, the Requested Rent is reasonable.

11/16/2015



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Fort Worth, Texas  
(817) 922-9000  
www.nelrod.com

Staff Person Name

Date

Unit To Be Assisted	Comp 1	Comp 2	Comp 3
Address	Address	Address	Address
123 Test Avenue Any City, TX ****	4232 Crumley Way Anytown, TX 95843	9361 Amethyst Way Anytown, TX 95624	918 Terrace Lane Anytown, TX 95632
User Defined	Census Tract 74.06	Census Tract 93.08	Census Tract 95.03
Location ** Low Rent Area Level V-15	Location ** Low Rent Area Level V-15	Location ** Low Rent Area Level V-15	Location ** Low Rent Area Level V-15
Unit Size ** Medium Level III-8	Unit Size ** Medium Level III-8	Unit Size ** Medium Level III-8	Unit Size ** Medium Level III-8
Unit Type ** Single Family Level IV-15	Unit Type ** Single Family Level IV-18	Unit Type ** Single Family Level IV-15	Unit Type ** Single Family Level IV-16
Quality ** Fair Level IV-14	Quality ** Good Level IV-14	Quality ** Good Level IV-12	Quality ** Good Level IV-14
Age ** 21-50 Years Level II-6	Age ** 6-20 Years Level II-6	Age ** 50+ Years Level II-6	Age ** 6-20 Years Level II-4
Amenities ** Cable/internet ready, Covered and/or Off-street Parking, Hardwood Floors, Range, Refrigerator, Washer/Dryer Hookups Level II - 0	Amenities ** Cable/internet ready, Carpeting, Central A/C Unit, Covered and/or Off-street Parking, Dishwasher, Washer/Dryer Hookups, Other: Garage Level II-4	Amenities ** Cable/internet ready, Ceiling Fan, Central A/C Unit, Covered and/or Off-street Parking, Dishwasher, Garbage Disposal, Laundry Facilities, Range, Washer/Dryer Hookups, Working Fireplace, Other: Garage Level II-3	Amenities ** Cable/internet ready, Carpeting, Central A/C Unit, Covered and/or Off-street Parking, Dishwasher, Range, Washer/Dryer Hookups, Other: Garage Level II-3
Housing Services ** No Services Level I-5	Housing Services ** No Services Level I-0	Housing Services ** No Services Level I-0	Housing Services ** No Services Level I-0
Maintenance ** Level I-5 Owner Provides Offsite Maintenance	Maintenance ** Level I-2 Owner Provides Offsite Maintenance	Maintenance ** Level I-2 Owner Provides Offsite Maintenance	Maintenance ** Level I-2 Owner Provides Offsite Maintenance
Paid Utilities ** Level IV-0 Sewer, Trash Collection, Water	Paid Utilities ** Level IV-0 None	Paid Utilities ** Level IV-6 None	Paid Utilities ** Level IV-6 None
Bedrooms Level II-6 3 Bedrooms	Bedrooms Level II-6 3 Bedrooms	Bedrooms Level II-6 3 Bedrooms	Bedrooms Level II-6 3 Bedrooms
Bathrooms ** Level II-4 1 Bathroom	Bathrooms ** Level II-4 2 Bathrooms	Bathrooms ** Level II-5 2 Bathrooms	Bathrooms ** Level II-4 2 Bathrooms
Requested Rent \$900.00	COL Rent \$1,327.00	COL Rent \$1,268.00	COL Rent \$1,274.00
Value 47	Value 47	Value 47	Value 47
Date of Data 11/16/2015	Date of Data 10/01/2015	Date of Data 10/01/2015	Date of Data 08/01/2015

Although the EZ-Reasonable Rent Determination system is an aid to provide data and analysis, the Agency is solely responsible for the reasonable rent determination herein.

\*\* Required in accordance with 24 CFR § 985.3(b)(3)(A)



### III. Explanation of Types of Analysis used in the Procedures

The EZ-RRD system uses three basic methods of analysis. They are determining high, medium, and low Rental Market Value Areas, Assigning Value Points to Characteristics, and Standard Deviation calculation.

#### ***Determining High, Medium, and Low Rental Market Value Areas***

High, medium, and low rental areas, or submarkets within the Agency's jurisdiction, are determined through a process called Value of the Unit's Location. EZ-RRD Analysts perform extensive economic research. This research identifies the value of rental property in all areas of the Agency's jurisdiction. This research entails examining many factors that affect property values and rental values within each submarket. These factors include but are not limited to census tract income levels, percent of population above or below poverty, median family income, renter occupied units, owner occupied units, percent of vacant units, median house age, crime statistics, public transportation, population impaction, community parks and other amenities, hospitals, airports, recreational facilities, waterfront access, recent real estate developments, etc.

These factors are used to evaluate the comparable unit or the unit to be assisted as well as the immediate three to four block area surrounding each comparable unit and unit to be assisted to assign a high, medium, or low rental market value rating to each comparable unit and each unit to be assisted.

The high rental market value area consists of luxury communities in the most favorable locations. These communities are usually newer construction and may have additional community/association amenities such as recreational facilities or be on a waterfront. Individual properties may include state-of-the-art systems, modern appliances, and/or superior quality finishes.

A medium rental market value area is considered an average neighborhood or intermediate community. These areas are slightly less favorable than the luxury areas. These communities may include newer, larger homes and may include quality finishes. These areas may have additional amenities such as a fitness center, swimming pool, and recreational courts. Properties would contain adequate systems and appliances.

The lower rental market value area is a below average neighborhood, ranging from minimal to depleted or impoverished areas. Minimal communities often include older, smaller homes in good condition (that would be considered starter homes if being purchased). They may also include buildings in poor condition that have been abandoned or vandalized. These neighborhoods may have community parks and swimming pools.

#### ***Assigning Value Points to Characteristics***

The value for each characteristic is based upon the economic research for the Agency's jurisdiction described above. In addition, it is based on several years of rental market research using an enormous, national, unassisted rental market unit sampling. Each



HUD required characteristic was individually analyzed to represent its contribution accurately to the unit's total rental value. The specific values used are proprietary and cannot be disclosed.

For example, the Agency gives the highest weight to location. Higher weights are also given to utilities paid for by the landlord, quality, and unit type. The lowest values are given to maintenance and services.

The value points for each characteristic are added for each unit to become the Total Value Point rating. This rating represents the unit's actual rental value. The Total Value Points for the unit to be assisted are compared with the Average Total Value Points for the three comparable units during the reasonable rent determination process. This process is illustrated on the sample Reasonable Rent Report provided above.

This methodology is also supported by the Housing Choice Voucher Program HUD Guidebook. This Guidebook refers to the Point and Dollars per Feature System.

#### ***Standard Deviation Calculations***

The EZ-RRD system uses the standard deviation procedure to compare differing characteristics between the unit to be assisted and the comparable units. Standard Deviation uses the value points assigned to each characteristic to calculate the appropriate rent for units having different characteristics. The following examples illustrate how the EZ- RRD system applies the standard deviation calculation.

1. The high-quality characteristic has a value of 16 points. The fair quality characteristic has a value of 13 points, a 19% difference ( $16 - 13 = 3$  point difference;  $3 \text{ points} \div 16 \text{ points} = 19\%$ ). If the other characteristics are the same and if the high-quality unit rents for \$1,000, the fair quality unit should rent at \$810.00 or 19% less.
2. The single-family structure type characteristic has a value of 18 points. The garden/walkup structure type characteristic receives 15 points or 17% less. If the other characteristics are the same, and the single-family unit rents for \$1,200.00, the garden/walkup unit should rent for \$996.00, or 17% less.

The above calculation is made for each characteristic with different descriptions during each reasonable rent determination. The results of these standard deviation calculations are presented in the Total Value Points. For example, using the sample Reasonable Rent Determination above, the following Total Value Points and rents were listed:

Average Total Value Points of Comparables:	78
Average Rents of Comparables:	\$738.00
Total Value Points of Assisted Unit:	78
Requested Rent of Assisted Unit	\$925.00



After applying the standard deviation calculations, this system determined that the average comparable units and the unit to be assisted had the same total value. As the requested rent for the unit to be assisted unit is higher than the average of the comparable units, the requested rent is not reasonable.

This method is described in the HUD HCVP Guidebook, pages 9 to 10. It states the Analyst may need to review the database for (a) same number of bedrooms and building type but in a broader geographic location or (b) have the same number of bedrooms, are in the same geographic location, but are in other types of buildings. In addition, the HUD HCVP Guidebook provides the following example:

The proposed program unit is located in geographic Area A, has three bedrooms, and is a garden apartment. The proposed rent is \$1,220.00. There are no other garden apartments in Area A in the database. If there are other garden apartments in Area A, the analyst might try to obtain information about them. However, if there are no other garden apartments in Area A, then the analyst might look at 3 bedroom single family homes in Area A and compare them with information on both garden apartments and single family homes in nearby Area B. The information found (all rents are gross rents) is:

Unit	Area A	Area B
<b>3-bedroom garden apartment</b>	<b>(None)</b>	<b>\$1,400.00</b>
<b>3 bedroom single family home</b>	<b>\$1,400.00</b>	<b>\$1,600.00</b>

The single family homes in Area B (that are similar to those in the database for Area A) are about 14 percent higher than garden apartments in Area B. If one estimates a rent for a garden apartment in Area A is 14 percent below that of the single family homes in Area A the result is \$1,228.00. Assuming the other factors for comparison are generally equal, this should provide one indication that the proposed rent is comparable.



#### IV. Compliance with Fair Housing Regulations

The Agency will ensure the reasonable rent determination process is not utilized to violate anyone's fair housing rights. To accommodate a request for a reasonable accommodation, the Agency recognizes the Fair Housing regulations are more strict than the reasonable rent regulations. Therefore, the fair housing regulations will take precedence.

A participant may make a request for a reasonable accommodation when the EZ-RRD Report shows the rent is not reasonable or when the rent is so high the Participant would pay more than 40% of their monthly adjusted income toward the rent (24 CFR Part 982.508 – Maximum Family Share at Initial Occupancy). The Agency will take reasonable internal and external administrative remedies to grant regulatorily acceptable requests for a reasonable accommodation when said requests are received.

Internal administrative remedies are efforts completely within the Agency's control. As needed, the internal administrative remedies described below will be considered.

As a reasonable accommodation, the Agency may give a higher rating to four of the required reasonable rent characteristics as described below. These higher ratings may result in a higher total value of the unit to be assisted, and thus enables the EZ-RRD software to identify comparable units that may justify a higher rent.

Concerning the location characteristic, the staff should review the definitions for the rental market value area to be sure the most accurate rental market value area is being considered for the unit to be assisted.

Concerning the quality characteristic, the Agency may give a unit with features that address a specific disability an "Excellent" quality rating.

Concerning the amenities characteristic, the actual features that address a disability are considered amenities. The Agency may select the "Handicap Accessible" amenity and add one additional amenity in "Other."

Concerning the landlord provided services characteristic, if the unit has services that aid people with disabilities, such as transportation, extra security, meals and package handling, the Agency can select "Landlord Provided Services."

When the request for a reasonable accommodation concerns the 40% of the Monthly Adjusted Income (MAI) rule, the Agency may consider the internal administrative remedy of using a payment standard of 120% of the Fair Market Rent for the specific unit and participant in question (24 CFR 982.503 b. (1.) (v.). The Agency does not need HUD approval for this action. The higher payment standard may bring the tenant's rent share to under 40% of MAI thus allowing the Agency to approve the requested rent.



External administrative remedies involve efforts by the Agency and HUD. If the requested gross rent for a unit at initial occupancy exceeds the payment standard, and the tenant would pay more than 40% of their monthly adjusted income for rent, the Agency may request a waiver from HUD for the regulation at 24 CFR Part 982.508 – Maximum Family Share at Initial Occupancy. The waiver request would be to allow the family to pay more than 40% of their monthly adjusted income for rent.

As needed, another external administrative remedy the Agency will consider is to request a waiver from HUD from the regulation at 24 CFR Part 982.507 Rent to Owner's Reasonable Rent. This waiver request would be to approve the rent for the unit in question even though it is not reasonable. (This section subject to change if cited regulations are changed or updated.)

## V. Agency Staff Training

As new analysts and new supervisors are appointed, they will undergo training concerning the reasonable rent requirements and the EZ-RRD system. This training will include a review of:

- 24 CFR Section 982.507 Rent to Owner: Reasonable Rent
- 24 CFR Section 985.3 (b) Reasonable Rent
- HUD Housing Choice Voucher Program Guidebook Chapter 9
- Reasonable Rent Policy
- EZ-RRD Procedures

The Analyst performing reasonable rent determinations will demonstrate proficiency for correctly performing the reasonable rent determination.

## VI. Agency Interaction with Landlords

### *Owner/Agent Relations*

The owner/agent will be advised by accepting each monthly housing assistant payment he/she will be certifying that:

- The Rent to Owner is not more than rent charged by the owner/agent for comparable unassisted units in the premises.
- The assisted family is currently occupying the unit and the assisted family is not in violation of lease obligations.

### *Owner/Agency Negotiations*

If owners object to the approved rent, they may submit all HUD required comparable data for at least three unassisted units. The data will be confirmed by the Agency and added to the existing comparable units database. The Agency will then run a new determination.

## VII. Agency-Owned Units

Local government or independent entities (approved by HUD) must perform rent reasonableness determinations for Agency owned units leased by voucher holders. In these cases, the following arrangements may be made:



- The Authority may pay expenses associated with this service.
- The Authority may use administrative fee income to compensate the independent agencies for their services.
- The family cannot be charged for these services.

### **VIII. Collection of Unassisted Comparable Units**

Data for comparable units may be collected from the following sources:

- Onsite visits
- Real estate, Landlord/real estate investor groups, property managers
- Any publication with real estate ads
- Available Census Reports for the most recent years
- Various Internet sources
- Multiple Listing Service
- Newspaper ads followed by owner/agent interviews
- Owner/agent questionnaires
- Apartment and home rental guides
- Fair Housing groups
- Government sources
- Other method

### **IX. Calculation of the Recommended Reasonable Rent**

The EZ-RRD System automatically calculates the Recommended Reasonable Rent figure and prints that figure on the EZ-Reasonable Rent Determination Report (RRD). The Recommended Rent figure is determined through two automated calculations. First, The Average Rents of Comparables is divided by the Average Value of Comparables to obtain the average dollar value per value point of the comparable units. Second, this average dollar value is multiplied by the unit to be assisted value points to obtain the recommended rent.

The staff person performing the RRD compares the Recommended Reasonable Rent figure with the Unit to be Assisted Rent figure. If the recommended rent is equal or higher than the unit to be assisted rent, the requested rent is reasonable. The staff person marks "YES" on the RRD.

If the Recommended Rent is lower than the Unit to be Assisted rent, the request rent is not reasonable. The staff checks "NO" on the RRD and follows the process for unreasonable rent requests.





**RESOLUTION**

**WHEREAS**, the Board of Supervisors of the County of Albemarle, Virginia desires to make the determination required by Virginia Code Section 36-55.30:2.B in order for the Virginia Housing Development Authority to finance the economically mixed project (the "Project") described as:

**The Vistas at South Pantops  
South Pantops Drive, Charlottesville, Virginia 22911  
TMP 07800-00-00-02000  
A residential community consisting of 144 units garden-style apartments; and**

**WHEREAS**, the Project is a by-right development with an approved initial site plan.

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors determines that:

(1) the ability to provide residential housing and supporting facilities that serve persons or families of lower or moderate income will be enhanced if a portion of the units in the Project are occupied or held available for occupancy by persons and families who are not of low and moderate income; and

(2) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the surrounding area of the Project and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

\*\*\*\*\*

**RESOLUTION TO APPOINT TITUS CASTENS  
AS AN ASSISTANT FIRE MARSHAL WITH POLICE POWERS**

**WHEREAS**, Virginia Code § 27-30 provides that the governing body of a county may appoint a fire marshal and Albemarle County Code § 6-111 establishes the Office of the Fire Marshal; and

**WHEREAS**, Albemarle County Code §§ 6-111, 6-200 and 6-201 recognize the Fire Marshal as Albemarle County's Fire Official for the duties and responsibilities as established by Title 27 of the Virginia Code, the Virginia Statewide Fire Code, and the Albemarle County Code; and

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

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

**WHEREAS**, the appointment of Titus Castens as an Assistant Fire Marshal with police powers will promote the efficient and effective operation of the Albemarle County Department of Fire and Rescue.

**NOW, THEREFORE, BE IT RESOLVED**, that the Albemarle County Board of Supervisors hereby appoints Titus Castens as an Assistant Fire Marshal with full police powers of the Fire Marshal as authorized in Virginia Code §§ 27-34:2:1 and 27-36 and Albemarle County Code § 6-111.

RESOLUTION TO SUPPORT A  
U.S. DOT GRANT FOR AUTOMATED DRIVING SYSTEMS DEMONSTRATION

WHEREAS, the Board finds it is in the best interest of the County to support a \$10,000,000 application for a U.S. DOT Automated Driving System (ADS) Demonstration Grant by the University of Virginia. The purpose of this grant is to expand the Autonomous Vehicle Pilot in Crozet to a larger geography and gather significant safety data to inform rulemaking, foster collaboration amongst state and local governments and private partners; and test the safe integration of ADS on neighboring roads.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby supports the University of Virginia's application for a \$10,000,000 U.S. DOT ADS Demonstration Grant to be used for the described purposes.

**RESOLUTION TO APPROVE THE FY19 AGREEMENT  
BETWEEN THE COUNTY OF ALBEMARLE AND  
THE COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

**WHEREAS**, the Board finds it is in the best interest of the County to enter into an Agreement with the Commonwealth of Virginia Department of Agriculture and Consumer Services as a condition of receiving a FY 19 grant award for the preservation of working farms and forest lands through the ACE Program.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Albemarle County, Virginia hereby approves the FY 19 Agreement between the County of Albemarle and the Commonwealth of Virginia Department of Agriculture and Consumer Services, as well as the Addendum extending the prior year's Agreement and the Pre-Award Notification, and authorizes the County Executive to execute the FY 19 Agreement, the Addendum, and the Pre-Award Notification, on behalf of the County after approval as to form and substance by the County Attorney.

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**INTERGOVERNMENTAL AGREEMENT**  
Between  
**Virginia Department of Agriculture and Consumer Services**  
and  
**Albemarle County**

This INTERGOVERNMENTAL AGREEMENT is entered into this 31st day of December, 2018, in the City of Richmond, Virginia, between the Virginia Department of Agriculture and Consumer Services ("VDACS") and Albemarle County (collectively, "the Parties") to provide mutually advantageous terms for cooperation between VDACS and Albemarle County to implement VDACS' contribution of funds in support of Albemarle County's purchase of agricultural conservation easements.

WHEREAS, the General Assembly, by Chapter 2 of the 2018 Special Session 1 Acts of Assembly, appropriated \$250,000.00 in the fiscal year ending June 30, 2019, to VDACS for the continuation of a state fund to match local government purchase of development rights program funds for the preservation of working farms and forest lands; and,

WHEREAS, § 3.2-201 of the Code of Virginia authorizes VDACS' Office of Farmland Preservation to develop methods and sources of revenue for allocating funds to localities to purchase agricultural conservation easements, and to distribute these funds to localities under policies, procedures, and guidelines developed by VDACS' Office of Farmland Preservation; and,

WHEREAS, for all purposes of this INTERGOVERNMENTAL AGREEMENT, the term "agricultural conservation easement" shall mean a negative easement in gross that has the primary conservation purpose of preserving working farm and/or forest land; and,

WHEREAS, the Albemarle County Board of Supervisors has enacted an ordinance or passed a resolution that: authorizes, in accordance with Title 10.1, Chapter 17 of the Code of Virginia ("the Open-Space Land Act") and other applicable law, Albemarle County to purchase agricultural conservation easements from landowners (each hereinafter called "Grantor"); sets forth a clear, consistent, and equitable administrative process governing such purchases; and outlines the goals and purposes of Albemarle County's farmland preservation program; and,

WHEREAS, Albemarle County has agreed to maintain a public outreach program designed to educate various stakeholders in Albemarle County—including farmers, landowners, public officials, and the non-farming public—about Albemarle County's initiatives to preserve working farms and forest lands; and,

WHEREAS, Albemarle County has agreed to establish a transparent and replicable process for valuation of agricultural conservation easements; and,

WHEREAS, the purchase of agricultural conservation easements is one component of Albemarle County's broader farmland preservation program; and,

WHEREAS, Albemarle County has agreed to use a deed of easement that is sufficiently flexible to allow for future agricultural production in purchases of agricultural conservation easements for which Albemarle County uses funds contributed to it by VDACS; and,

WHEREAS, Albemarle County has agreed that any agricultural conservation easement purchased as per the terms of this INTERGOVERNMENTAL AGREEMENT shall meet the definition of "real estate devoted to agricultural use", "real estate devoted to horticultural use" or "real estate devoted to forest use" as established in § 58.1-3230 of the Code of Virginia; and,

WHEREAS, Albemarle County has agreed to establish a clear strategy for monitoring and enforcing the terms of the agricultural conservation easements that Albemarle County purchases; and,

WHEREAS, Albemarle County has agreed to establish a process that Albemarle County will use to evaluate the effectiveness of its farmland preservation program, including a protocol for making changes to Albemarle County's agricultural conservation efforts based on such evaluations; and,

WHEREAS, VDACS, in reliance on the veracity of the foregoing recitals, certifies Albemarle County is eligible to receive contributions of funds from VDACS in reimbursement for certain costs Albemarle County actually incurs in the course of purchasing agricultural conservation easements; and,

WHEREAS, Albemarle County, and the agents and employees of Albemarle County, in the performance of this **INTERGOVERNMENTAL AGREEMENT**, are acting on behalf of Albemarle County, and not as officers or employees or agents of the Commonwealth of Virginia;

NOW, THEREFORE, VDACS and Albemarle County agree their respective responsibilities, pursuant to this **INTERGOVERNMENTAL AGREEMENT**, shall be defined as follows:

#### **1. VDACS Responsibilities**

- a. VDACS shall, within thirty (30) days of the date of execution of this **INTERGOVERNMENTAL AGREEMENT**, restrict \$111,618.52 (hereinafter "the Allocation Amount") in an account, from which VDACS shall withdraw funds only to pay contributions of funds that Albemarle County is eligible to receive pursuant to this **INTERGOVERNMENTAL AGREEMENT**, except that upon the expiration of two (2) years from the date of this **INTERGOVERNMENTAL AGREEMENT**, or immediately upon Albemarle County's failure to perform any of its obligations under the terms of this **INTERGOVERNMENTAL AGREEMENT**, VDACS shall have the right to withdraw any funds then remaining in such account and the right to redirect those funds to other localities that VDACS certifies as being eligible to receive matching funds and that enter into an intergovernmental agreement with VDACS to govern the distribution of matching funds for the purchase of agricultural conservation easements. The allocation amount from this and any prior **INTERGOVERNMENTAL AGREEMENT** shall not be considered to be a grant as that term is used in paragraph 1(b) of this **INTERGOVERNMENTAL AGREEMENT**.
- b. Upon Albemarle County or any agent acting on behalf of Albemarle County's recordation of a deed evidencing Albemarle County's purchase of an agricultural conservation easement in the circuit court of the city or county where the Grantor's land is located and Albemarle County's submission to VDACS of a completed claim for reimbursement, on a form prescribed by VDACS, together with the supporting documentation required under paragraph 2(e) of this **INTERGOVERNMENTAL AGREEMENT**, VDACS shall reimburse Albemarle County fifty percent (50%) of the reimbursable costs that Albemarle County actually incurred in the course of purchasing that agricultural conservation easement, limited to that portion of the allocation amount remaining in the account maintained by VDACS pursuant to paragraph 1(a) of this **INTERGOVERNMENTAL AGREEMENT**. The following shall not be considered to be reimbursable costs that Albemarle County actually incurred and shall be subtracted from the total amount of reimbursable costs considered for reimbursement by VDACS in connection with any particular agricultural conservation easement transaction: grants made by the United States of America, the Virginia Department of Agriculture and Consumer Services (VDACS), the Virginia Department of Conservation and Recreation (DCR), the Virginia Outdoors Foundation (VOF), or any other governmental agency or political subdivision of the Commonwealth of Virginia; payments made by any other funding sources

either directly to the landowner or to reimburse Albemarle County; or in-kind donations or contributions. VDACS may make alternative arrangements for the distribution of funds pursuant to this INTERGOVERNMENTAL AGREEMENT, provided Albemarle County presents a written request for such alternative arrangement to the Commissioner of VDACS or the Commissioner of VDACS's designated agent (referred collectively hereinafter as "the Grant Manager") prior to incurring any expense for which Albemarle County seeks a distribution of funds under the proposed alternative arrangement.

For purposes of this INTERGOVERNMENTAL AGREEMENT, "reimbursable costs" include:

1. The purchase price of the agricultural conservation easement actually incurred by Albemarle County, at present value, including any portion that Albemarle County will pay over time pursuant to an installment purchase agreement;
2. The cost of title insurance actually incurred by Albemarle County;
3. The cost actually incurred by Albemarle County of any appraisal of the land by a licensed real estate appraiser upon which Albemarle County purchases an agricultural conservation easement;
4. The cost actually incurred by Albemarle County of any survey of the physical boundaries of the land by a licensed land surveyor upon which Albemarle County purchases an agricultural conservation easement, including the cost of producing a baseline report of the conditions existing on the land at the time of the conveyance of the agricultural conservation easement;
5. Reasonable attorney fees actually incurred by Albemarle County associated with the purchase of an agricultural conservation easement, where reasonable attorney fees include those fees associated with outside counsel required for the completion of the easement, but do not include fees related to county or city attorneys serving as staff and who are paid regular salary in the county's or city's employ;
6. The cost actually incurred by Albemarle County of issuing public hearing notices associated with Albemarle County's purchase of an agricultural conservation easement that Albemarle County is required by law to issue; and
7. Any recordation fees actually incurred by Albemarle County that Albemarle County is required to pay pursuant to the laws of the Commonwealth of Virginia.

c. VDACS shall only be responsible for reimbursing Albemarle County under paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT for reimbursable costs that Albemarle County actually incurs in the course of purchasing an agricultural conservation easement when Albemarle County or any agent acting on behalf of Albemarle County acquires, by such purchase, a deed of easement that, at a minimum, provides:

1. The primary conservation purpose of the easement conveyed by the deed of easement is the conservation of the land in perpetuity for working farm and/or forestal uses.
2. The Grantor and Albemarle County agree that the land subject to the agricultural conservation easement shall not be converted or diverted, as the Open-Space Land Act employs those terms, until and unless the Grant Manager, with the concurrence of Albemarle County or an assignee of Albemarle County's interest in the agricultural

conservation easement, certifies that such conversion or diversion satisfies the requirements of the Open-Space Land Act.

3. The Grantor and Albemarle County agree that, in the event of an extinguishment of the restrictions of the agricultural conservation easement that results in the receipt of monetary proceeds by Albemarle County or an assignee of Albemarle County's interest in an agricultural conservation easement in compensation for the loss of such property interest, VDACS shall be entitled to a share of those proceeds proportional to VDACS' contribution toward the total reimbursable cost of acquiring the agricultural conservation easement as evidenced by the completed claim for reimbursement required under paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT.
4. If the Grantor conveys the agricultural conservation easement for less than its fair market value, the Grantor and Albemarle County mutually acknowledge that approval of the terms of this Deed of Easement by VDACS and/or its legal counsel does not constitute a warranty or other representation as to the Grantor's qualification for any exemption, deduction, or credit against the Grantor's liability for the payment of any taxes under any provision of federal or state law.
5. All mortgagors and other holders of liens on the property subject to the restrictions contained in the deed of easement have subordinated their respective liens to the restrictions of the deed of easement acquired by Albemarle County. All such mortgagors and other holders of liens shall manifest their assent to the easement's priority over their respective liens by endorsing the deed of easement.
6. A baseline report documenting the conditions existing on the land at the time of the conveyance of the agricultural conservation easement is incorporated into the deed of easement by reference.

## **2. Albemarle County Responsibilities**

- a. Albemarle County shall, within thirty (30) days of the date of execution of this INTERGOVERNMENTAL AGREEMENT, have available local funds greater than or equal to the allocation amount for the purpose of purchasing agricultural conservation easements.
- b. Albemarle County shall use matching funds that VDACS contributes to Albemarle County, pursuant to this INTERGOVERNMENTAL AGREEMENT, only for the purpose of purchasing agricultural conservation easements that are perpetual and that have the primary conservation purpose of preserving working farm and/or forest lands.
- c. Within one (1) year from the date of this INTERGOVERNMENTAL AGREEMENT, and for each subsequent year in which the INTERGOVERNMENTAL AGREEMENT or a subsequent agreement is in force, Albemarle County shall submit to VDACS a progress report that:
  1. describes any properties that Albemarle County has identified as prospects for Albemarle County's purchase of agricultural conservation easements and the status of any negotiations for the purchase of such agricultural conservation easements;
  2. estimates the timeframes within which Albemarle County will execute contracts for any such purchases, close on such purchases, and request reimbursement of reimbursable costs for those purchases from VDACS;

3. describes the measures Albemarle County has undertaken to develop and/or maintain a public outreach program designed to educate various stakeholders in Albemarle County's community—including farmers, landowners, public officials, and the non-farming public—about Albemarle County's agricultural conservation easement program and other initiatives to preserve working agricultural land;
4. describes the measures Albemarle County has undertaken to develop and/or maintain a formal plan for stewardship and monitoring of the working agricultural land on which Albemarle County acquires agricultural conservation easements; and
5. describes the measures Albemarle County has undertaken to develop and/or maintain a process that Albemarle County will use to evaluate the effectiveness of its program, including a protocol for making changes to Albemarle County's agricultural conservation efforts based on such evaluations.

- d. For any purchase of agricultural conservation easements for which Albemarle County requests reimbursement from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT, Albemarle County shall obtain a policy of title insurance on its purchased interest that covers at least an amount equal to the amount for which Albemarle County requests reimbursement from VDACS.
- e. Prior to closing on a purchase of an agricultural conservation easement for which Albemarle County requests reimbursement from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT, Albemarle County shall submit, for review and approval by VDACS and its legal counsel, the following documentation:
  1. a written agreement setting forth, in the manner prescribed by Albemarle County's ordinance or resolution governing its program to acquire agricultural conservation easements, the terms of Albemarle County's purchase of the agricultural conservation easement, including the purchase price;
  2. a written confirmation from the Albemarle County Commissioner of Revenue or Director of Finance, or the Albemarle County Commissioner of Revenue's or Director of Finance's designated agent that the property/properties to be encumbered by the agricultural conservation easement meet the definition of "real estate devoted to agricultural use", "real estate devoted to horticultural use" or "real estate devoted to forest use" as established in § 58.1-3230 of the Code of Virginia;
  3. a written description of the agricultural, environmental and social characteristics of the property/properties to be encumbered by the agricultural conservation easement;
  4. any installment purchase agreement;
  5. the deed of easement that the Grantor will deliver to Albemarle County at closing, including all exhibits, attachments, and/or addenda;
  6. a title insurance commitment for a policy to insure the easement interest under contract indicating an amount of coverage at least equal to the amount of funds for which Albemarle County requests reimbursement from VDACS; and

7. an itemized list of all reimbursable costs that Albemarle County has or will, up to the time of closing, incur in the course of purchasing the agricultural conservation easement.

Albemarle County shall make whatever changes to the proposed deed of easement and/or the installment purchase agreement, where applicable, that VDACS and/or its legal counsel deem necessary to ensure compliance with applicable state law and the requirements and purposes of this INTERGOVERNMENTAL AGREEMENT. If Albemarle County closes on any purchases of easement prior to the review and acceptance of VDACS or its legal counsel, VDACS may withhold part or all of the allotment amount until VDACS approves of the deed of easement.

Albemarle County may fulfill its obligation under this paragraph by submitting accurate and complete copies of all documents enumerated in this paragraph, provided that Albemarle County shall deliver or make available the original documents to VDACS for review at VDACS' request.

- f. Together with any claim for reimbursement pursuant to this INTERGOVERNMENTAL AGREEMENT that Albemarle County submits to VDACS, Albemarle County shall also submit the following supporting documentation:
  1. a copy of the recorded deed of easement that VDACS and/or its legal counsel approved prior to closing, showing the locality, deed book, and page of recordation, and including all exhibits, attachments, and/or addenda;
  2. copies of invoices, bills of sale, and cancelled checks evidencing Albemarle County's incursion of reimbursable costs in the course of purchasing the agricultural conservation easement;
  3. a copy of any executed installment purchase agreement related to the purchase, which shall indicate the purchase price; and
  4. a copy of any deed of trust related to the purchase.
- g. Albemarle County shall provide the Grant Manager immediate written notice of Albemarle County's receipt of any application or proposal for the conversion or diversion of the use of any land upon which Albemarle County or its assignee, where applicable, holds an agricultural conservation easement, for the purchase of which VDACS contributed funds pursuant to this INTERGOVERNMENTAL AGREEMENT.
- h. Albemarle County, or any assignee of Albemarle County's interest in an agricultural conservation easement for which Albemarle County receives a contribution from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT shall at all times enforce the terms of that easement. Albemarle County shall provide the Grant Manager immediate written notice of any actions, whether at law, in equity, or otherwise, taken by locality to enforce the terms of the easement or to abate, prevent, or enjoin any violation thereof by any Party. Any failure by Albemarle County or such assignee to perform its enforcement responsibility shall constitute a breach of this INTERGOVERNMENTAL AGREEMENT, for which VDACS shall have a remedy by way of a civil action for specific performance of that enforcement responsibility; or, VDACS shall have the right and authority, at its option, to demand and receive from Albemarle County a portion of the full market value of the agricultural conservation easement at the time of the breach in proportion to VDACS' contribution toward the total reimbursable cost of acquiring the agricultural conservation easement as evidenced by the completed claim for reimbursement required under paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT.

- i. For any purchase of an agricultural conservation easement for which Albemarle County requests reimbursement from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT, Albemarle County shall derive its valuation of the agricultural conservation easement according to the valuation methods prescribed by ordinance or resolution.

**3. Merger and Supersedure of Prior Agreement**

The Parties agree that terms of any INTERGOVERNMENTAL AGREEMENT previously entered into between the Parties to govern VDACS' distribution of funds to Albemarle County in support of Albemarle County's purchase of agricultural conservation easements shall be merged into the instant INTERGOVERNMENTAL AGREEMENT, the latter of which shall supersede all former INTERGOVERNMENTAL AGREEMENTS to the extent that there are any inconsistencies between the terms of these INTERGOVERNMENTAL AGREEMENTS. Notwithstanding the language of this paragraph, VDACS shall be required to restrict the allocation amount(s) provided in paragraph 1(a) of any prior agreement(s) in addition to the current allocation amount, but shall only be required to restrict any prior allocation amount(s) until the expiration of two (2) years from the date of execution of the prior agreement(s).

**4. Recertification**

This INTERGOVERNMENTAL AGREEMENT pertains exclusively to VDACS' contribution of funds that the General Assembly has appropriated to VDACS through the fiscal year ending June 30, 2019. VDACS shall not contribute other funds in the future to Albemarle County except upon VDACS' recertification of Albemarle County's eligibility to receive such funds. VDACS may establish and communicate to Albemarle County certain benchmarks of program development that VDACS will impose upon Albemarle County as preconditions to Albemarle County's recertification for future contributions.

**5. Governing Law**

This INTERGOVERNMENTAL AGREEMENT is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia. In all actions undertaken pursuant to this INTERGOVERNMENTAL AGREEMENT, preferred venue shall be in the City of Richmond, Virginia, at the option of VDACS.

**6. Assignment**

Albemarle County shall not assign this INTERGOVERNMENTAL AGREEMENT, either in whole or in part, or any interest in an agricultural conservation easement for the purchase of which VDACS contributes funds pursuant to this INTERGOVERNMENTAL AGREEMENT, without the prior, written approval of the Grant Manager.

**7. Modifications**

The Parties shall not amend this INTERGOVERNMENTAL AGREEMENT, except by their mutual, written consent.

**8. Severability**

In the event that any provision of this INTERGOVERNMENTAL AGREEMENT is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this INTERGOVERNMENTAL AGREEMENT have force and effect and shall not be affected thereby.

In witness, whereof, the Parties hereto have executed this INTERGOVERNMENTAL AGREEMENT as of the day and year first written above.

(The rest of this page is intentionally left blank. Signatures manifesting the Parties' mutual assent to the terms contained in this INTERGOVERNMENTAL AGREEMENT appear on the next page.)

Jewel Bronaugh 1/3/19  
Dr. Jewel H. Bronaugh Date  
Commissioner  
Virginia Department of Agriculture and  
Consumer Services

Jewel Bronaugh 3/8/19  
County Administrator Date

APPROVED AS TO FORM ONLY:

Justin Bell 12/21/18  
Assistant Attorney General Date

APPROVED AS TO FORM ONLY:

Amy Knight 02/07/19  
County Attorney Date

**RESOLUTION TO DESIGNATE ROUTE 712,  
NORTH GARDEN LANE, AS A RURAL RUSTIC ROAD**

**WHEREAS**, Virginia Code § 33.2-332 permits the hard-surfacing of certain unpaved roads deemed to qualify for designation as a Rural Rustic Road; and

**WHEREAS**, any such road must be located in a low-density development area and carry no more than 1,500 vehicles per day; and

**WHEREAS**, the Board of Supervisors of Albemarle County, Virginia desires to consider whether Route 712, North Garden Lane, from Route 692, Plank Road, to Route 29, Monacan Trail, should be designated a Rural Rustic Road; and

**WHEREAS**, the Board is unaware of any pending development that will significantly affect the existing traffic on this road; and

**WHEREAS**, the Board believes that this road should be so designated due to its qualifying characteristics; and

**WHEREAS**, this road is in the Board's six-year plan for improvements to the secondary system of state highways.

**NOW, THEREFORE, BE IT RESOLVED**, that the Albemarle County Board of Supervisors hereby designates Route 712, North Garden Lane, from Route 692, Plank Road, to Route 29, Monacan Trail, a Rural Rustic Road, and requests that the Resident Engineer for the Virginia Department of Transportation concur in this designation; and

**BE IT FURTHER RESOLVED**, that the Board requests that Route 712, North Garden Lane, from Route 692, Plank Road, to Route 29, Monacan Trail, be hard-surfaced and, to the fullest extent prudent, be improved within the existing right-of-way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state; and

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be forwarded to the Virginia Department of Transportation Resident Engineer.

**RESOLUTION OF INTENT  
FOR FORM BASED CODE**

**WHEREAS**, on November 7, 2018, the Board of Supervisors adopted priorities for the County's Strategic Plan FY 2020-2022, and

**WHEREAS**, one of the nine strategic priorities of the adopted plan is to "Redevelop Rio/Route 29 Intersection Area"; and

**WHEREAS**, one of the objectives of this priority is to present to the Board a draft ordinance to implement the Rio29 vision and encourage by-right implementation of desired urban land use form; and

**WHEREAS**, on December 12, 2018, the Board of Supervisors adopted the Rio29 Small Area Plan as a component of the Places 29 Master Plan portion of the Comprehensive Plan; and

**WHEREAS**, as identified in the Small Area Plan, the current Zoning Ordinance regulations do not support the plan's vision for a human-scale mixed-use area; and

**WHEREAS**, a stated intention of the Zoning Ordinance is to implement the policies, goals, and objectives of the Comprehensive Plan; and

**WHEREAS**, to implement the Small Area Plan's vision, a necessary step will be to update the Zoning Ordinance and development review processes to create an efficient by-right development process that establishes clear expectations for new development proposals; and

**WHEREAS**, to provide the regulatory framework needed to achieve the Plan's vision, thus the policies, goals, and objectives of the Comprehensive Plan, amending the Zoning Ordinance and Map to include a form-based code tailored to the Rio29 area is now desired; and

**WHEREAS**, amendments to the Zoning Ordinance to reflect the Plan's vision may include the creation of a new zoning district or overlay district and amending, adding and or repealing certain definitions.

**NOW, THEREFORE, BE IT RESOLVED THAT** for purposes of public necessity, convenience, general welfare, and good zoning practices, the Albemarle County Board of Supervisors hereby adopts a resolution of intent to amend the Zoning Ordinance as described herein including Section 3.1, and any other sections deemed appropriate; and

**BE IT FURTHER RESOLVED THAT** the Planning Commission shall hold a public hearing on this resolution of intent and return its recommendations to the Board of Supervisors at the earliest possible date.

**RESOLUTION TO APPROVE SPECIAL EXCEPTION  
TO MODIFY CODE OF DEVELOPMENT AND APPLICATION PLAN  
APPROVED IN CONJUNCTION WITH ZMA201500001 OLD TRAIL**

**WHEREAS**, the Owner of Tax Map Parcel Number 055E0-01-22-00000 filed a request for a special exception to vary the Code of Development approved in conjunction with ZMA201500001 Old Trail to allow lots and disturbance within the stream buffers and to modify the Application Plan Open Green Space Areas to reflect the current stream buffers.

**NOW, THEREFORE, BE IT RESOLVED** that, upon consideration of the foregoing, the Memorandum prepared in conjunction with the special exception request and the attachments thereto, including staff's supporting analysis, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-8.5.5.3 and 18-33.49, the Albemarle County Board of Supervisors hereby approves the special exception to vary the Code of Development approved in conjunction with ZMA201500001 Old Trail and to modify the Application Plan as set forth hereinabove, subject to the condition attached hereto.

\* \* \*

**Special Exception to Vary the ZMA201500001 Old Trail Code of Development  
and to Modify the Application Plan Special Exception Condition**

1. Stream buffer mitigation shall be provided at a 2:1 ratio in accordance with a buffer mitigation plan for Old Trail Village ZMA2015-001, as approved by the County Engineer.
2. Disturbance to the buffer shall be limited to the areas depicted on pages 1-4 of the exhibit prepared by Roudabush, Gale & Associates, Inc., entitled "WPO Stream Buffer Impact Exhibit Blocks 19, 24-25, 32-43" dated January 23, 2018, with a revision date of December 6, 2018.
3. Modification of the "Open Green Space" shall be limited to the areas depicted on pages 1-4 of the exhibit prepared by Roudabush, Gale & Associates, Inc., entitled "WPO Stream Buffer Impact Exhibit Blocks 19, 24-25, 32-43" dated January 23, 2018, with a revision date of December 6, 2018.

**RESOLUTION TO APPROVE SPECIAL EXCEPTION  
TO VARY THE CODE OF DEVELOPMENT  
APPROVED IN CONJUNCTION WITH ZMA200400007 BELVEDERE**

**WHEREAS**, the Owner of Tax Map Parcels 06100-00-00-154E0, 06100-00-00-15800, 06100-00-00-16000, 06200-00-00-002A1, 06200-00-00-002B0, 06200-00-00-002C0, 062A3-00-00-00100, 062G0-00-00-005A0, 062G0-00-00-005A1, 062G0-00-00-007A0, 062G0-00-07-15700, 062G0-00-07-16500, 062G0-00-07-17100, 062G0-00-07-17200, 062G0-00-07-17400, 062G0-00-07-17900, 062G0-00-07-18000, and 062G0-00-00-009A0 filed a request for a special exception to vary the Code of Development approved in conjunction with ZMA200400007 Belvedere to allow several minor modifications.

**NOW, THEREFORE, BE IT RESOLVED** that, upon consideration of the foregoing, the Memorandum prepared in conjunction with the special exception request and the attachments thereto, including staff's supporting analysis, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-8.5.5.3, 18-33.43, and 18-33.49, the Albemarle County Board of Supervisors hereby approves the special exception to vary the Code of Development approved in conjunction with ZMA200400007 Belvedere as requested, subject to the condition attached hereto.

\* \* \*

**Special Exception to Vary the ZMA200400007 Belvedere  
Code of Development Condition**

1. The variations shall be limited to the following:
  - a. Clarify that chain link fence is prohibited on residential lots but permitted in other areas to fence facilities and other spaces (such as stormwater management facilities, dog park, tot lots, etc.);
  - b. Modify required dimensions for front porches to allow more flexibility in design to better address townhouse/attached unit designs;
  - c. Modify review processes for the Belvedere community's internal *Architectural Standards/Review Committee* as requested by Applicant and approved by the Board on February 20, 2019;
  - d. Simplify the document by combining two redundant sections addressing carriage houses (no substantive changes to the guidelines occur with the change);
  - e. Delete vinyl as a permitted siding material;
  - f. Update the Sustainability/Energy Efficiency construction standards to also accept other construction standards equivalent to EarthCraft; and
  - g. Make other technical corrections/updates (references to current owner's names; update terminology, etc.).

**Resolution of Recognition of March 3rd as Liberation Day**

**WHEREAS**, the County of Albemarle, in keeping with the core principles of our great United States of America, believes that all persons are created equal and possess unalienable rights to life, liberty, and the pursuit of happiness; and

**WHEREAS**, on the twenty-second day of September, in the year 1862, a proclamation was issued by the President of the United States, containing, among other things, an emancipating declaration that: on the first day of January, in the year 1863, all persons held as slaves shall be then, thenceforward, and forever free; and

**WHEREAS**, on the third day of March, in the year 1865, the liberation of the estimated 14,000 enslaved persons in the Charlottesville/Albemarle area was enforced; and

**WHEREAS**, the Board of Supervisors recognizes the enduring cultural and historical significance of emancipation, acknowledges the universally cherished values of liberty and justice, and emphasizes our common humanity.

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Albemarle County Board of Supervisors do hereby recognize March 3, 2019 as Liberation Day.

**RESOLUTION TO APPROVE  
SP 2018-14 CASH'S CORNER TRANSMISSION LINE**

**WHEREAS**, Central Virginia Electric Cooperative submitted an application for a special use permit to allow it to upgrade from 46kV to 115kV its existing electrical transmission lines located on the rights-of-way it holds over Tax Map Parcels 05000-00-00-04100; 05000-00-00-041A0; 05000-00-0041B0; 05000-00-00-041B1; 05000-00-00-041C0; 05000-00-00-041D0; 05000-00-00-04500; 05000-00-00-045B0; 05100-00-00-014A0; 05100-00-00-014D0; 05100-00-00-016A0; 05100-00-00-01700; 05100-00-00-028A0; 06600-00-00-04300; 06600-00-00-04500; 06600-00-00-04800; 06700-00-00-00100; and 06700-00-00-00200, property zoned Rural Areas (RA), and the application is identified as SP20180014 Cash's Corner Transmission Line ("SP 2018-14"); and

**WHEREAS**, on January 15, 2019, after a duly noticed public hearing, the Albemarle County Planning Commission recommended approval of SP 2018-14 with conditions as recommended by staff, as well as one additional condition to limit the pole heights for the upgraded power line to 90 feet above ground level as set forth in the application; and

**WHEREAS**, on February 20, 2019, the Albemarle County Board of Supervisors held a duly noticed public hearing on SP 2018-14.

**NOW, THEREFORE, BE IT RESOLVED** that, upon consideration of the foregoing, the staff report prepared for SP 2018-14 and all of its attachments, the information presented at the public hearing, any written comments received, and the factors relevant to a special use permit in Albemarle County Code §§ 18-10.2.2(6) and 18-33.40, the Albemarle County Board of Supervisors hereby approves SP 2018-14, subject to the conditions attached hereto.

\* \* \*

**SP-2018-14 Cash's Corner Transmission Line  
Special Use Permit Conditions**

1. Supporting structures for the electrical transmission lines must remain within the existing right-of-way easement.
2. Supporting structures within 2,000 feet of Route 231 must be monopoles. All supporting structures elsewhere within the existing right-of-way easement must either be monopoles or H-poles.
3. All supporting structures must consist of weathering steel.
4. Monopoles and H-poles must not exceed a maximum height of 90 feet above the ground surface at the base of the poles.