

ACTIONS
Board of Supervisors Meeting of August 3, 2022

August 4, 2022

AGENDA ITEM/ACTION	ASSIGNMENT	VIDEO
1. Call to Order. <ul style="list-style-type: none"> Meeting was called to order at 1:08 p.m., by the Chair, Ms. Price. All BOS members were present with the exception of Mr. Andrews who participated remotely; and Ms. LaPisto-Kirtley who was absent. Also present were Jeff Richardson, Steve Rosenberg, Claudette Borgersen and Travis Morris. 		
<ul style="list-style-type: none"> By a vote of 4:0:1(LaPisto-Kirtley, absent) APPROVED request to allow Supervisor Andrews to participate remotely in accordance with applicable Board Rules of Procedure enacted pursuant to the Freedom of Information Act, given that he was unable to attend the meeting in person due to a personal reason. 		
4. Adoption of Final Agenda. <ul style="list-style-type: none"> Mentioned that a Recognition for Meade Whitaker was removed from the agenda to a later date. Mentioned that the Resolution Affirming the Appointment and Contract of the County Attorney was added to the Consent Agenda. Announced that the start time of the August 17 meeting will start at 2:30 p.m. Moved Agenda Item #19, Foster Forge Farm to the Consent Agenda for deferral to a later date. Moved Consent Agenda Items #8.4, Amend Rule 8 of the Boards Rules of Procedure, from Action to Consent for Information. By a vote of 5:0, ADOPTED final agenda as amended. 	Link to Video	
Non-Agenda: Introduction of Director of Equity and Inclusion. <u>Doug Walker:</u> <ul style="list-style-type: none"> Introduced Jesse Brookins as the new Director of Equity and Inclusion, to the Board. 		
5. Brief Announcements by Board Members. <u>Ann Mallek:</u> <ul style="list-style-type: none"> Mentioned the Healthy Virginia Lawns program which aims to reduce chemical and water use on grass and increase pollinators. More information can be found at piedmontmastergardeners.org Mentioned the passing of former Supervisor Patricia H. Cooke <u>Diantha McKeel:</u> <ul style="list-style-type: none"> Commented on her recent visit to a bed and breakfast in the White Hall District and encourage everyone to visit local establishments. <u>Donna Price:</u> <ul style="list-style-type: none"> Remarked that Pat Cooke was a 1950 graduate of Lane High School and reflected on the recent strategic staff hires. 		
7. From the Public: Matters on the Agenda but Not Listed for Public Hearing or on Matters		

<p>Previously Considered by the Board or Matters that are Pending Before the Board.</p> <ul style="list-style-type: none"> • <u>The following individuals spoke towards Climate Vulnerability Assessment Report and encouraged the Board to hold a joint meeting with the Planning Commission.</u> <ul style="list-style-type: none"> • <u>Joanie Freeman and the Green Grannies of Charlottesville</u> • <u>Rob McGinnis</u> • <u>The following individuals spoke towards the Rio Road Corridor Plan.</u> <ul style="list-style-type: none"> • <u>Judy Schlussel</u> • <u>Kent Schlussel</u> • <u>Peter Krebs</u> • <u>Lonnie Murray</u>, White Hall District, spoke towards the Water Protection Ordinance and stream buffers. 		
<p>8.2 Fiscal Year 2022 Appropriations.</p> <ul style="list-style-type: none"> • ADOPTED resolution to approve the appropriation #2022054 for local government projects and programs. 	<u>Clerk:</u> Forward copy of signed resolution to Finance and Budget, and County Attorney's Office. (Attachment 1)	
<p>8.3 Fiscal Year 2023 Appropriations.</p> <ul style="list-style-type: none"> • ADOPTED resolution to approve the appropriations #2023007; #2023008; #2023009; #2023010; and #2023011 for local government projects and programs. 	<u>Clerk:</u> Forward copy of signed resolution to Finance and Budget, and County Attorney's Office. (Attachment 2)	
<p>8.4 Amend Rule 8 of the Boards Rules of Procedure.</p> <ul style="list-style-type: none"> • Pulled from agenda. 		
<p>8.5 SE202200026 Moore's Creek Wireless Facility Special Exception (1631 Monacan Trail).</p> <ul style="list-style-type: none"> • ADOPTED resolution approving the special exceptions with the following condition: <ol style="list-style-type: none"> 1. No antenna authorized by this special exception may project more than 18 inches from the face of the monopole to the farthest point of the back of the antenna. 2. No antenna authorized by this special exception may exceed 1,881 square inches. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 3)	
<p>8.5a Resolution Affirming the Appointment and Contract of the County Attorney.</p> <ul style="list-style-type: none"> • ADOPTED resolution. 	<u>Clerk:</u> Forward copy of signed resolution to County Attorney's office. (Attachment 4-5)	
<p>8.5b Change Start Time for August 17, 2022, meeting to 2:30 p.m.</p> <ul style="list-style-type: none"> • CHANGED August 17, start time from 1:00 p.m. to 2:30 p.m. 	<u>Clerk:</u> Notify appropriate individuals and post notice.	
<p>19. SP202100017 Foster Forge Farm School.</p> <ul style="list-style-type: none"> • DEFERRED at the request of applicant. 	<u>Clerk:</u> Schedule when ready.	
<p>9. Rio Road Corridor Plan.</p> <ul style="list-style-type: none"> • By a vote of 5:0, ADOPTED Resolution in Support of the Rio Road Corridor Plan. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 6) <u>Community Development:</u> Proceed as discussed.	
<p>10. SE 2022-36 5600 Turkey Sag Road Homestay. (<i>Rivanna Magisterial District</i>)</p> <ul style="list-style-type: none"> • DEFERRED by a vote of 5:0. 	<u>Clerk:</u> Schedule on August 17 agenda.	
<p>11. SE2022-23 Broadhead Cottage Homestay. (<i>Rivanna Magisterial District</i>)</p>	<u>Clerk:</u> Forward copy of signed resolution to Community	

	<ul style="list-style-type: none"> • By a vote of 5:0, ADOPTED Resolution to approve the special exception. 	Development and County Attorney's office. (Attachment 7)	
	Recess. At 3:44 p.m., the Board recessed and reconvened at 3:52 p.m.		
12.	Presentation: Stream Health Initiative - Mid-year Update. • RECEIVED.		
13.	Closed Meeting. <ul style="list-style-type: none"> • At 4:37 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia: • under subsection (1) to discuss and consider appointments to various boards and commissions; and • pertaining to the memorandum of agreement between the County and the City of Charlottesville concerning the County courts: <ul style="list-style-type: none"> • under subsection (3), to discuss and consider the acquisition of real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the County; and • under subsection (8), to consult with and be briefed by legal counsel regarding specific legal matters requiring legal advice relating to the County's rights under the terms of the memorandum of agreement and under state law. 		
14.	Certify Closed Meeting. <ul style="list-style-type: none"> • At 6:08 p.m., the Board reconvened into open meeting and certified the closed meeting. 		
15.	Boards and Commissions: <ol style="list-style-type: none"> Vacancies and Appointments.<ul style="list-style-type: none"> • APPOINTED, Kaki Dimock to the Jefferson Area Community Criminal Justice Board with said term to expire on June 30, 2024 • REAPPOINTED, Mr. William Love, Ms. Jane Foy, and Mr. Vito Cetta to the Places 29 (Hydraulic) Community Advisory Committee with said term to expire August 5, 2024. • APPOINTED, Mr. Adam Gendell to the Solid Waste Alternatives Advisory Committee with said term to expire May 31, 2026 	Clerk: Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.	
16.	From the County Executive: Report on Matters Not Listed on the Agenda. <u>Jeff Richardson:</u> <ul style="list-style-type: none"> • Introduced Melinda Crawford, Chief Executive Officer of the Charlottesville-Albemarle Regional Airport, who provided an Airport Authority update. 		
17.	From the Public: Matters on the Agenda but Not Listed for Public Hearing or on Matters Previously Considered by the Board or Matters that are Pending Before the Board. <ul style="list-style-type: none"> • There were none. 		
18.	Pb. Hrg.: SP20220005 Community Christian Academy at RiverStone Church.	Clerk: Forward copy of signed resolution to Community Development and County	

	<ul style="list-style-type: none"> • By a vote of 5:0, ADOPTED Resolution to approve SP202200005 Community Christian Academy at RiverStone Church with the revised conditions. 	Attorney's office. (Attachment 8)	
19.	<u>Pb. Hrg.: SP202100017 Foster Forge Farm School. APPLICANT REQUESTS DEFFERAL</u> <ul style="list-style-type: none"> • Moved to consent agenda. 		
20.	<u>Pb. Hrg.: Ordinance to Amend County Code Chapter 4, Animals - Vicious Dogs.</u> <ul style="list-style-type: none"> • By a vote of 5:0, ADOPTED ordinance. 	Clerk: Forward copy of signed ordinance to Police and County Attorney's office. (Attachment 9)	
21.	<u>Pb. Hrg.: ZTA202200006 Definition of "Agricultural Operation."</u> <ul style="list-style-type: none"> • By a vote of 5:0, ADOPTED ordinance. 	Clerk: Forward copy of signed ordinance to Community Development and County Attorney's office. (Attachment 10)	
22.	From the Board: Committee Reports and Matters Not Listed on the Agenda. <u>Diantha McKeel:</u> <ul style="list-style-type: none"> • Commented on agenda item # 8.3, FY23 Appropriation, for additional parking at Western Albemarle High School and encouraged the Board to consider joint cooperation on transportation through a lens of climate change. 		
25.	Adjourn to August 17, 2:30 p.m., Lane Auditorium. <ul style="list-style-type: none"> • The meeting was adjourned at 7:18 p.m. 		

ckb/tom

Attachment 1 – Resolution to Approve Additional FY 2022 Appropriations

Attachment 2 – Resolution to Approve Additional FY 2023 Appropriations

Attachment 3 – Resolution to Approve SE 2022-00026 Moore's Creek Wireless Facility

Attachment 4 – Resolution Affirming the Appointment and Contract of the County Attorney

Attachment 5 – County Attorney Employment Agreement

Attachment 6 – Resolution in Support of the Rio Road Corridor Plan

Attachment 7 – Resolution to Approve SE2022-00023 Broadhead Cottage Homestay

Attachment 8 – Resolution to Approve SP202200005 Community Christian Academy at RiverStone Church

Attachment 9 – Ordinance No. 22-4(1)

Attachment 10 – Ordinance No. 22-18(1)

**RESOLUTION TO APPROVE
ADDITIONAL FY 2022 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That Appropriation #2022054 is approved;
- 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, 2022.

**RESOLUTION TO APPROVE
ADDITIONAL FY 2023 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That Appropriations #2023007; #2023008; #2023009; #2023010; and #2023011; are approved;
- 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, 2023.

**RESOLUTION TO APPROVE
SE 2022-00026 MOORE'S CREEK WIRELESS FACILITY**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE 2022-00026 Moore's Creek Wireless Facility application and the attachments thereto, including staff's supporting analysis, any comments received, all of the factors relevant to the special exceptions in County Code §§ 18-5.1.40 and 18-33.9, and the information provided at the Board of Supervisors meeting, the Albemarle County Board of Supervisors hereby finds that modified regulations would satisfy the purposes of the Zoning Ordinance to at least an equivalent degree as the applicable requirements.

NOW, THEREFORE, BE IT RESOLVED that, subject to the conditions attached hereto, the Albemarle County Board of Supervisors hereby approves special exceptions to modify the requirements:

1. of County Code § 18-5.1.40(b)(2)(b), to increase the maximum size of the panel antennae to 1,881 square inches, and
2. of County Code §18-5.1.40(b)(2)(c), to increase the distance of the closest point of the back of the proposed antennae to 18 inches from the facility.

* * * *

SE202200026 – Moore's Creek Wireless Facility Special Exception Conditions

1. No antenna authorized by this special exception may project more than 18 inches from the face of the monopole to the farthest point of the back of the antenna.
2. No antenna authorized by this special exception may exceed 1,881 square inches.

**RESOLUTION
AFFIRMING THE APPOINTMENT AND CONTRACT OF THE COUNTY ATTORNEY**

WHEREAS, on motion made at a special meeting of the Board of Supervisors of the County of Albemarle Virginia (the “Board”) held on June 29, 2022, the Board appointed as County Attorney Steven L. Rosenberg (“Rosenberg”); and

WHEREAS, it has been the practice of the Board to memorialize the appointment of the County Attorney, like the appointment of the County Executive and Board Clerk, and its approval of the terms and conditions on which the County Attorney is employed, by action in the form of a resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Albemarle, Virginia that:

1. Rosenberg shall serve as County Attorney at the pleasure of the Board and for an indefinite tenure effective on and after July 27, 2022;
2. Rosenberg’s service shall be pursuant to the terms and conditions set forth in the County Attorney Employment Agreement dated June 29, 2022, executed by Rosenberg and the Chair of the Board, and approved as to form by the Interim County Attorney (the “Agreement”);
3. retroactively to July 27, 2022, the Board approves the Agreement and authorizes its execution by the Chair; and
4. as County Attorney, Rosenberg shall have and shall exercise all statutory powers and duties set forth in Virginia Code § 15.2-1542 and any other powers and duties set forth in any other sections of the Code of Virginia, as amended; and those powers and duties assigned or imposed by the Albemarle County Code or by duly adopted motion, resolution or uncodified ordinance of the Board.

**COUNTY ATTORNEY
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made this 29th day of June, 2022 by and between the Albemarle County Board of Supervisors, hereinafter "Employer" and Steven L. Rosenberg, hereinafter "Employee."

RECITALS

- R-1 Employer is in need of the services of a person possessing the skills and ability required to be the County Attorney; and
- R-2 Employee, through education and experience, possesses the requisite skills to perform the duties of the County Attorney; and
- R-3 Employer desires, therefore, to engage the services of Employee as County Attorney under the direction of Employer, pursuant to the authority vested in Employer by Sections 15.2-529 and 15.2-1542 of the *Code of Virginia* (1950), as amended; and
- R-4 The parties acknowledge that Employee is a member of the Virginia State Bar and that Employee is subject to the Virginia State Bar's *Rules of Professional Conduct*; and
- R-5 These recitals are an integral part of this Agreement.

TERMS AND CONDITIONS

For reasons set forth above and in consideration of the mutual promises of the parties, Employer and Employee agree as follows:

1. Employment and Appointment

Employer employs and appoints Employee as the County Attorney of Albemarle County, and Employee accepts and agrees to this employment and appointment under the terms and conditions of this Agreement.

2. Terms of Employment

Employee's terms of employment with Employer are as follows:

- A. **Term.** Employee's term of employment pursuant to this Agreement shall begin on July 27, 2022. This Agreement shall remain in full force from the date of this Agreement until Employer terminates Employee, Employee is deemed terminated, Employee resigns, or Employee retires as provided in this Agreement; provided, the provisions of this Agreement concerning Employer's post termination obligations to Employee and Section 10(A) shall survive such termination and remain in effect.
- B. **Exclusive Employment.** At all times, Employee shall be in the exclusive employ of Employer and devote all working time, attention, knowledge, and skills solely to the interests of Employer. Employer shall be entitled to all of the benefits arising from or incident to all work, services, and advice of Employee.
- C. **Performance.** Employee shall diligently exercise the powers and perform the duties established in Section 3 in a professional manner, in good faith, and according to all applicable rules of professional responsibility and ethics applicable to attorneys and as provided by state laws.

D. Right of Employer to Balance Its Needs With Employee's Professional Development. Employer reserves the right to determine whether Employee is devoting the appropriate amount of time to professional development and may review and direct Employee to balance the amount of time deemed necessary for professional development against the other needs of Employer.

E. County Residence Required. Employee shall establish within 180 days after the date of this Agreement and thereafter maintain a permanent residence in Albemarle County. "Permanent residence" means Employee's purchase or lease of a residential dwelling unit and the occupancy of that dwelling no less than seventy-five percent (75%) of the time during an average work week while in the active employment of the County. Employer acknowledges that the current condition of the housing market in Albemarle County is such that Employee may require additional time to establish a permanent residence. Employer agrees to grant such additional time if requested by Employee, provided Employee demonstrates his prior reasonable efforts to satisfy the requirement of this subsection.

F. End of Employment by Termination or Resignation. Employee's employment by Employer may end as follows:

1. Right of Employer to Terminate. Employee acknowledges that, pursuant to Section 15.2-1542 of the *Code of Virginia* (1950), as amended, the County Attorney serves at the pleasure of Employer and may be removed from office. The right of Employer to terminate includes the right to do so if Employee is permanently disabled or is otherwise unable to perform the duties because of sickness, accident, injury, mental incapacity, or health for a period of more than twelve (12) successive weeks. Employer's action to terminate Employee shall be by the affirmative vote of a majority of those members of Employer present and voting in an open meeting.
2. Other Acts When Employee Deemed Terminated. Employee is deemed terminated in the following circumstances:
 - a. Employee's Resignation at Request of Employer. If Employee resigns following a meeting of Employer at which a majority of the members present a request that he resign, then Employee shall be deemed terminated on the date of Employer's request for purposes of Section 8.
 - b. Employer's Failure to Comply with Terms of Agreement; Deemed Terminated at Option of Employee. If Employer fails to comply with any provision of this Agreement that benefits Employee, the matter is not resolved within 30 days after written notice from Employee requesting Employer to comply is received by Employer, and after a closed meeting discussion between Employer and Employee the matter remains unresolved, then Employee may exercise the option to be deemed terminated on the date of the closed meeting discussion for purposes of Section 8. Employer shall schedule such closed meeting discussion between Employer and Employee on the agenda for its next regularly scheduled meeting after the expiration of the 30-day written notice period. This subsection does not apply if Employee expressly consents to Employer's noncompliance.
 - c. Employer Reduces Compensation and Benefits; Deemed Terminated at Option of Employee. If Employer reduces Employee's compensation or other financial benefits in a greater percentage than a corresponding reduction for all other management level employees of Employer, or for a reason not related to budget reductions caused by the adverse fiscal circumstances of the County, then Employee may exercise the option to be deemed terminated on the effective date of the reduction for purposes of Section 8.
3. Right of Employee to Resign. Employee may resign at any time, provided that written notice is provided to Employer at least sixty (60) days before the effective date of the resignation, unless Employer and Employee agree to a different effective date.

4. Employee's Rights and Benefits if Employer Terminates Employee or Employee is Deemed Terminated. If Employer terminates Employee or Employee is deemed terminated, Employee's rights to benefits and compensation shall be governed by Section 8.
- G. Governing Law. This Agreement and the employment and appointment of Employee shall be subject to all applicable laws of the Commonwealth of Virginia, including, without limitation, provisions of the *Code of Virginia* (1950), as amended, and also to the ordinances and regulations of the County, to the extent those ordinances and regulations are not inconsistent with the provisions of this Agreement.

3. Powers and Duties and Authority of Employee

Employee shall exercise the following powers and perform the following duties and have the following authority:

- A. Statutory Powers and Duties. The statutory powers and duties set forth in Section 15.2-1542, and any other powers and duties set forth in any other sections, of the *Code of Virginia* (1950), as amended.
- B. Powers and Duties Imposed by Ordinance or Other Action of Employer. The powers and duties delegated or imposed by: (i) the Albemarle County Code; (ii) a duly adopted motion, resolution, or uncodified ordinance of Employer; or (iii) any other lawful direction of Employer to Employee.
- C. Charge of Legal Services. Employee shall have charge of the provision of legal services for Employer under the direction of Employer. Employee shall fully and completely inform Employer of any and all information related to legal matters that are relevant to the functioning of Employer. Employee will advise Employer and the various departments, boards, commissions, agencies and officers of the County on legal matters in the performance of their governmental duties within the scope of their employment and will represent them in court on such matters when appropriate or necessary. Employee is also responsible for drafting or reviewing and/or approving ordinances, amendments, contracts, deeds, leases and other agreements on behalf of Employer. Employer and Employee acknowledge that the Albemarle County School Board ("School Board") has appointed separate in-house legal counsel who provides all legal services to the School Board and agree that from time to time Employee shall collaborate and cooperate with such in-house legal counsel on matters of mutual interest to Employer and the School Board.
- D. Outside Counsel. Employee shall have the authority to select and employ outside counsel when, in his professional judgment, it is in the best interest of Employer and compensate such counsel only to the extent of the amount designated in the County budget for such services and any additional amount Employer approves on a case-by-case basis. Employee shall be responsible for overseeing and directing the activities of any outside counsel representing the interests of Employer.

4. Compensation

Employer shall pay and contribute the following as compensation to Employee:

- A. Salary. Employer shall pay Employee, and Employee shall accept from Employer, an annual base salary of Two Hundred Thousand Dollars (\$200,000) payable in installments as provided for County employees generally.
 1. Increase Based on Employee Performance or Market Adjustment for the Position. If Employer determines that, following Employee's annual performance evaluation, Employee's performance is satisfactory, Employer may consider increasing Employee's annual base salary in recognition of Employee's performance. Employer may also consider increasing Employee's annual base salary to provide a market adjustment to Employee. Employee may submit to Employer before

May 2 of each year a survey of the market for comparable positions and localities to assist Employer's decision to consider such a market adjustment.

2. **Increase Based on Cost of Living Adjustment for All County Employees.** In addition to any increase provided under Section 4(A)(1), in the event that all full-time County staff receive a cost of living pay adjustment during the fiscal year, Employee shall receive the same cost of living adjustment, provided Employer determines that Employee's performance is satisfactory.
- B. **Deferred Compensation.** Employer shall contribute annually an amount equal to ten percent (10%) of the amount of Employee's annual base salary in effect at that time, payable in installments as provided for County employees' salaries, to an eligible deferred compensation program selected by Employee. This contribution may be applied to the County's deferred compensation program (Internal Revenue Code § 457) and as a voluntary contribution to the defined contribution component (Internal Revenue Code § 401(a)) of the Hybrid Retirement Plan under the Virginia Retirement System.
- C. **Virginia Retirement System Creditable Compensation.** To the fullest extent permitted by law, all of Employee's full compensation, including all components contemplated in Section 4 of this Agreement, shall be treated and reported to the Virginia Retirement System as creditable compensation.
- D. **Life Insurance.** Employer agrees to provide an additional term life insurance policy for Employee that pays a benefit equal to one year of Employee's annual base salary, payable in installments as provided for County employees' salaries. The insurer shall be a life insurance company providing supplemental term life insurance policies to County employees through the Virginia Retirement System.

5. **Benefits**

Employer shall provide the following benefits to Employee:

- A. **Virginia Retirement System.** Employee shall be enrolled in the retirement plan for which Employee is eligible under the Virginia Retirement System (the "VRS Plan"). Employer will contribute Employer's portion and Employee will contribute Employee's portion as provided under the VRS Plan.
- B. **Leave.** Upon commencing employment:
 1. **Annual Leave.** Employee shall be credited seven (7) days of earned annual leave as of the beginning of his term of employment. In addition, Employee shall accrue annual leave at the rate an employee with twenty-six (26) years or more of consecutive employment with the County would accrue as of the date of this Agreement. In no event shall the rate of accrual be reduced.
 2. **All Other Forms of Leave.** Employee shall be entitled to and accrue all other forms of leave at the rate provided to full-time permanent County employees under the County's Personnel Policy Manual.
- C. **Long Term Disability Insurance.** Employee will receive long-term disability insurance provided by the Virginia Retirement System.
- D. **Other Benefits.** Employer shall provide to Employee all other benefits that are provided to all full-time permanent County employees under the County's Personnel Policy Manual. These benefits include, but are not limited to, medical insurance and dental insurance for Employee and spouse and dependents, and the Voluntary Early Retirement Incentive Program ("VERIP") when Employee meets VERIP eligibility requirements. This Agreement shall be subject to all applicable provisions of

the *Code of Virginia* (1950), as amended, the Albemarle County Code, and any policies adopted from time to time by Employer, including the provisions of the County Personnel Policy Manual, relating to leave, retirement, and life insurance contributions, holidays, and other benefits not specifically addressed in and not inconsistent with this Agreement.

6. Dues, Memberships, Education, and Meetings

Employer shall budget and pay the following for Employee:

- A. **Dues and Subscriptions in Associations and Organizations.** Employer shall budget and pay for the professional dues (including, without limitation, dues of the Virginia State Bar) and subscriptions of Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement of Employee, and for the good of Employer.
- B. **Travel Expenses.** Employer shall budget for and pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer. The travel expenses for professional and official travel, meetings, and occasions subject to payment by Employer include but are not limited to the annual or semi-annual conferences of national, regional, state, and local government groups and committees thereof which Employer serves as a member.
- C. **Professional Development Expenses.** Employer shall budget and pay for the travel and subsistence expenses of Employee's degree courses, institutes, and seminars that are necessary for professional development of Employee and for the good of Employer.

7. Performance Evaluations

Employer and Employee shall participate in performance evaluations as follows:

- A. **Annual Performance Evaluation.** In the first year, Employer shall conduct a performance review at six (6) months and twelve (12) months. After the first year of employment, Employer shall conduct an annual performance evaluation of Employee on or before May 31 of each year that this Agreement is in effect, unless Employer and Employee agree to a different completion date. The evaluation shall be in accordance with the specific criteria developed jointly by Employer and Employee. The criteria may be changed from time to time by Employer, in consultation with Employee. Employer shall provide Employee with a written summary of Employer's evaluation of Employee's performance and provide Employee an adequate opportunity to discuss the evaluation.
- B. **Employee's Annual Goals and Objectives.** Employer shall annually establish goals and performance objectives which it determines necessary for the County's proper operation and Employee's attainment of the objectives.
- C. **Interim Performance Evaluations.** Employer and Employee shall meet at other times to discuss Employee's performance if either Employer or Employee requests to meet for that purpose.

8. Compensation and Benefits Upon Separation of Employment

If (i) Employer terminates Employee pursuant to Section 2(F)(1), (ii) Employee is deemed terminated pursuant to Section 2(F)(2), or (iii) Employee voluntarily resigns, the following apply:

- A. **Compensation.** If Employer terminates Employee pursuant to Section 2(F)(1), or Employee is deemed terminated pursuant to Section 2(F)(2), Employer shall pay for the continuation of all compensation provided in Sections 4(A) and (B) for the month in which the separation of

employment occurs, and for nine (9) additional months, payable in installments as provided for County employees' salaries.

- B. Health and Dental Insurance Benefits. If Employer terminates Employee pursuant to Section 2(F)(1) or Employee is deemed terminated pursuant to Section 2(F)(2), Employer shall pay for the continuation of all medical and dental benefits provided in Section 5(D), at Employer's expense, for the month in which the separation of employment occurs and for nine (9) additional months.
- C. Accrued Leave. Employer shall compensate Employee for all annual leave and holiday leave earned up to the date of separation of employment as provided in the County's Personnel Policy Manual.
- D. Exception for Termination for Cause or Voluntary Resignation. If Employer terminates Employee for Cause (as hereinafter defined) or if Employee voluntarily resigns, Employer shall have no obligation to compensate Employee under Sections 8(A), (B), and (C) and shall be obligated to compensate Employee, through the date of termination or voluntary resignation, for work performed and accrued unused annual leave, and provide other compensation and benefits only through the date of termination or voluntary resignation as provided in the County's Personnel Policy Manual. "Cause" exists for Employer to terminate Employee under this subsection if Employee is (i) convicted of any felony or misdemeanor (which excludes minor issues such as traffic infractions), or (ii) commits fraud, embezzlement, or similar willful acts of dishonesty in his employment.

9. Moving and Relocation Expenses

Employer shall reimburse Employee for the following moving and relocation expenses:

- A. Moving and Relocation Expenses. Employer shall reimburse Employee for the cost of moving himself and his family from Staunton, Virginia to Albemarle County and settlement costs associated with Employee's sale of his current residence in Staunton and purchase of his new residence in Albemarle County. Eligible moving expenses include packing, moving, storing during the moving process, unpacking, and insuring Employee's family's personal belongings. Eligible settlement costs include recordation taxes (including grantor's tax), costs of pest inspection, survey, title examination and title insurance, settlement agent fees, loan fees, appraisal fees and real estate commissions. To obtain reimbursement for such expenses, Employee shall submit to Employer evidence of their payment such as a receipt or a settlement statement issued by a settlement agent. The total reimbursement by Employer to Employee under this subsection shall not exceed Ten Thousand Dollars (\$10,000).
- B. Fuel Allowance. Employer shall provide to Employee a Three Hundred Dollar (\$300) per month fuel allowance for the first six (6) months of employment. The allowance shall be provided for the months of August, September, October, November, and December 2022, and January 2023. This allowance is provided to assist with Employee's commuting expenses until Employee relocates to Albemarle County. The total allowance from Employer to Employee under this subsection shall not exceed One Thousand Eight Hundred Dollars (\$1,800); provided, if under Section 2(E) Employer grants Employee additional time to establish a permanent residence, the monthly fuel allowance shall continue for the period of such additional time.

10. Other Terms and Conditions

The following terms and conditions apply:

- A. Liability Insurance. Employer shall provide full liability insurance, in an amount at least equal to that provided for the Albemarle County Board of Supervisors and its individual members, to cover, defend and indemnify Employee against any loss from tort, professional liability claim, claim of legal malpractice, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Attorney, unless the

act or omission occurring in the performance of Employee's duties involved willful or wanton misconduct.

- B. Bonds. Employer shall pay the full cost of any fidelity or other bonds required of Employee under any law, including any County ordinance.
- C. Amendments. Any amendment to this Agreement shall be mutually agreed upon, stated in writing, and executed by Employer and Employee.
- D. Failure to Enforce Not a Waiver. The failure of either Employer or Employee to enforce, or to delay in enforcing, any term or condition of this Agreement, shall not be deemed to be a waiver of that party's right to enforce the term or condition.
- E. Severability. The terms and conditions of this Agreement are severable. In the event any term or condition is held to be invalid by any competent court, this Agreement shall be interpreted as if the invalid term or condition was not part of this Agreement.
- F. Notices. Any notice required by this Agreement to be provided to Employer shall be in writing and delivered to the Clerk of the Board of Supervisors, County of Albemarle, 401 McIntire Road, Charlottesville, Virginia, 22902. Any notice required by this Agreement to be provided to Employee shall be in writing and delivered to Employee at Employee's permanent residence.
- G. Nonappropriation. The financial obligations of Employer under this Agreement are subject to, and dependent upon, appropriations being made from time to time by Employer.
- H. Entire Agreement. This Agreement is the entire agreement between the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by either Employer or Employee other than those contained in this Agreement.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO COUNTY ATTORNEY EMPLOYMENT AGREEMENT DATED JUNE 29, 2022, BY AND BETWEEN ALBEMARLE COUNTY BOARD OF SUPERVISORS AND STEVEN L. ROSENBERG]

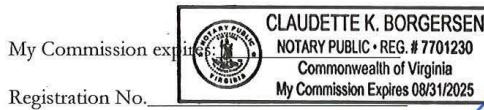
IN WITNESS THEREOF, the Albemarle County Board of Supervisors has caused this Agreement to be signed and executed on its behalf by its Chair and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

ALBEMARLE COUNTY BOARD OF SUPERVISORS

By: Donna P. Price
Donna P. Price, Chair
Albemarle County Board of Supervisors

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF Charlottesville, to wit:

The foregoing County Attorney Employment Agreement was acknowledged before me this 29 day of June, 2022, by Donna P. Price, Chair.



Claudette K. Borgen
Notary Public

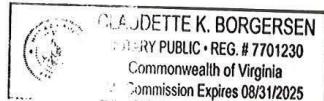
Steven L. Rosenberg
Steven L. Rosenberg

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF Charlottesville, to wit:

The foregoing County Attorney Employment Agreement was acknowledged before me this 29 day of June, 2022, by Steven L. Rosenberg.

Claudette K. Borgen
Notary Public

My Commission expires: 08/31/2025
Registration No. 7701230



Approved as to form only:

Cynthia E. Hudson

Cynthia Hudson
Interim County Attorney

RESOLUTION IN SUPPORT OF THE RIO ROAD CORRIDOR PLAN

WHEREAS, the County of Albemarle desires to develop a community vision and plan that will guide future design and improvements of the Rio Road corridor as part of the ongoing “AC44” update of the Comprehensive Plan; and

WHEREAS, Line + Grade Civil Engineering has prepared and presented the “Rio Road Corridor Plan,” dated June 30, 2022, to both the Planning Commission and the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby accepts and endorses the “Rio Road Corridor Plan,” prepared by Line + Grade Civil Engineering, and refers the Plan to staff for consideration and adoption in the Comprehensive Plan update.

**RESOLUTION TO APPROVE
SE2022-00023 BROADHEAD COTTAGE HOMESTAY**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE2022-00023 Broadhead Cottage Homestay Application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the factors relevant to the special exceptions in Albemarle County Code §§ §§18-5.1.48(b)(2) , 18-5.1.48(d)(3)and 18-33.9, the Albemarle County Board of Supervisors hereby finds that a modified regulation would satisfy the purposes of the Zoning Ordinance to at least an equivalent degree as the applicable requirement, and that the requested special exception:

- (i) would not cause adverse impacts to the surrounding neighborhood;
- (ii) would not cause adverse impacts to the public health, safety, or welfare;
- (iii) would be consistent with the Comprehensive Plan and any applicable master or small-area plan(s); and
- (iv) would be consistent in size and scale with the surrounding neighborhood.

NOW, THEREFORE, BE IT RESOLVED, that in association with the Broadhead Cottage Homestay, the Albemarle County Board of Supervisors hereby approves the special exception to permit a resident manager to fulfill the residency requirements for a homestay use.

**RESOLUTION TO APPROVE
SP202200005 COMMUNITY CHRISTIAN ACADEMY
AT RIVERSTONE CHURCH**

WHEREAS, upon consideration of the staff reports prepared for SP 202200005 Community Christian Academy at RiverStone Church and all of their attachments, including staff's supporting analysis, the information presented at the public hearings, any comments received, and all of the factors relevant to the special use permit in Albemarle County Code §§ 18-20.4.2, 18-23.2.2(6), and 18-33.8(A), the Albemarle County Board of Supervisors hereby finds that the proposed special use would:

1. not be a substantial detriment to adjacent parcels;
2. not change the character of the adjacent parcels and the nearby area;
3. be in harmony with the purpose and intent of the Zoning Ordinance, with the uses permitted by right in the Planned Unit Development zoning district, and with the public health, safety, and general welfare (including equity); and
4. be consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves SP 202200005 Community Christian Academy at RiverStone Church, subject to the conditions attached hereto.

* * * *

**SP202200005 Community Christian Academy at RiverStone Church Special Use Permit
Conditions**

1. Development of the use must be in general accord with the conceptual plan. To be in general accord with the Conceptual Plan, development must reflect the following major elements within the development that are essential to the design of the development:
 - a. Location of buildings and school.
 - b. Location of parking areas.
 - c. Site access, including pick-up and drop-off locations and circulation as shown on the Concept Plan. Signage and pavement markings may be required at the time of Zoning Clearance to ensure safe vehicular circulation.
 - d. Location of the fence to adequately contain the outdoor play area.Minor modifications to the plan that do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance or improve safety.
2. The maximum enrollment must not exceed one hundred (100) students.
3. Classroom instruction for the school is limited to 7:30 a.m.-4:30 p.m. Monday through Friday, provided that occasional school-related events/activities may occur after 4:30 p.m.

ORDINANCE NO. 22-4(1)

AN ORDINANCE TO AMEND CHAPTER 4, ANIMALS, ARTICLE 2, DIVISION 3, VICIOUS DOGS, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 4, Animals, Article 2, Division 3, Vicious Dogs, is hereby reordained and amended as follows:

By Amending:

Sec. 4-222 Reason to believe a dog is a vicious dog; summons and confinement.

Chapter 4. Animals

...

Article 2. Dogs

...

Division 3. Vicious Dogs

...

Sec. 4-222 Reason to believe a dog is a vicious dog; summons and confinement.

If a law enforcement or animal control officer has reason to believe that a dog is a vicious dog, and that the vicious dog resides in the County or committed in the County an act set forth in the definition of "vicious dog," the following applies:

- A. *Application for a summons.* The law enforcement officer or the animal control officer shall apply to a magistrate serving the County requiring the owner or custodian, if known, to appear before a general district court at a specified time. A law enforcement officer who successfully applies for a summons to be issued shall contact the County's animal control officer and inform the animal control officer of the dog's location and the relevant facts pertaining to his belief that the dog is vicious.
- B. *Content of the summons.* The summons shall advise the owner of the nature of the proceeding and the matters at issue.
- C. *Confining the dog.* The animal control officer shall confine the dog until the time that evidence is heard in court and a verdict is rendered.

(§ 4-222: (§ 4-219: Ord. 13-4(1), 7-3-13); § 4-222, Ord. 18-4(1), 10-3-18, Ord. 22-4(1), 8-3-22)

State law reference(s)—Va. Code § 3.2-6540.1 (B).

ORDINANCE NO. 22-18(1)

AN ORDINANCE TO AMEND CHAPTER 18, ZONING, ARTICLE I, GENERAL PROVISIONS, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 18, Zoning, Article I, General Provisions, is hereby amended and reordained as follows:

By Amending:

Sec. 3.1 Definitions.

Chapter 18 Zoning

Article I. General Provisions

Sec. 3.1 Definitions.

The following definitions shall apply in the administration of this chapter:

...

Agricultural operation. "Agricultural operation" means any operation devoted to the bona fide production of crops, or animals, or fowl, including the production of fruits and vegetables of all kinds; meat, dairy, and poultry products; nuts, tobacco, nursery, and floral products; and the production and harvest of products from silviculture activity. This term also includes aquaculture and plant nurseries, and the housing of livestock, as that term is defined in Virginia Code § 3.2-6500.

...

I[§ 3.1: 20-3.1, 12-10-80, 7-1-81, 12-16-81, 2-10-82, 6-2-82, 1-1-83, 7-6-83, 11-7-84, 7-17-85, 3-5-86, 1-1-87, 6-10-87, 12-2-87, 7-20-88, 12-7-88, 11-1-89, 6-10-92, 7-8-92, 9-15-93, 8-10-94, 10-11-95, 11-15-95, 10-9-96, 12-10-97; § 18-3.1, Ord. 98-A(1), 8-5-98; Ord. 01-18(6), 10-3-01; Ord. 01-18(9), 10-17-01; Ord. 02-18(2), 2-6-02; Ord. 02-18(5), 7-3-02; Ord. 02-18(7), 10-9-02; Ord. 03-18(1), 2-5-03; Ord. 03-18(2), 3-19-03; Ord. 04-18(2), 10-13-04; 05-18(2), 2-2-05; Ord. 05-18(7), 6-8-05; Ord. 05-18(8), 7-13-05; Ord. 06-18(2), 12-13-06; Ord. 07-18(1), 7-11-07; Ord. 07-18(2), 10-3-07; Ord. 08-18(3), 6-11-08; Ord. 08-18(4), 6-11-08; Ord. 08-18(6), 11-12-08; Ord. 08-18(7), 11-12-08; Ord. 09-18(3), 7-1-09; Ord. 09-18(5), 7-1-09; 09-18(8), 8-5-09; Ord. 09-18(9), 10-14-09; Ord. 09-18(10), 12-2-09; Ord. 09-18(11), 12-10-09; Ord. 10-18(3), 5-5-10; Ord. 10-18(4), 5-5-10; Ord. 10-18(5), 5-12-10; Ord. 11-18(1), 1-12-11; Ord. 11-18(5), 6-1-11; Ord. 11-18(6), 6-1-11; Ord. 12-18(3), 6-6-12; Ord. 12-18(4), 7-11-12; Ord. 12-18(6), 10-3-12, effective 1-1-13; Ord. 12-18(7), 12-5-12, effective 4-1-13; Ord. 13-18(1), 4-3-13; Ord. 13-18(2), 4-3-13; Ord. 13-18(3), 5-8-13; Ord. 13-18(5), 9-11-13; Ord. 13-18(6), 11-13-13, effective 1-1-14; Ord. 13-18(7), 12-4-13, effective 1-1-14; Ord. 14-18(2), 3-5-14; Ord. 14-18(4), 11-12-14; Ord. 15-18(1), 2-11-15; Ord. 15-18(2), 4-8-15; Ord. 15-18(4), 6-3-15; Ord. 15-18(5), 7-8-15; Ord. 15-18(10), 12-9-15; Ord. 16-18(1), 3-2-16; Ord. 16-18(7), 12-14-16; Ord. 17-18(1), 1-18-17; Ord. 17-18(2), 6-14-17; Ord. 17-18(4), 8-9-17; Ord. 17-18(5), 10-11-17; Ord. 18-18(1), 1-10-18; Ord. 18-18(4), 10-3-18; Ord. 19-18(3), 6-5-19] (§ 4.15.03: 12-10-80; 7-8-92, § 4.15.03, Ord. 01-18(3), 5-9-01; Ord. 05-18(4), 3-16-05; Ord. 10-18(1), 1-13-10; Ord. 10-18(3), 5-5-10; Ord. 10-18(5), 5-12-10; Ord. 11-18(1), 1-12-11; Ord. 12-18(2), 3-14-12; Ord. 14-18(3), 6-4-14; Ord. 15-18(3), 5-6-15; § 4.15.3; Ord. 15-18(11), 12-9-15; Ord. 17-18(4), 8-9-17) (§ 4.17.3: Ord. 98-18(1), 8-12-98; Ord. 01-18(8), 10-17-01; Ord. 17-18(5), 10-11-17) (§ 4.18.2: Ord. 00-18(3), 6-14-00; Ord. 13-18(4), 9-4-13) (§ 10.3.3.1: § 20-10.3.3.1, 11-8-89; § 18-10.3.3.1, Ord. 98-A(1), 8-5-98; Ord. 01-18(6), 10-3-01) (§ 30.2.4: § 30.2.4, 12-10-80) (§ 30.3.5: § 30.3.02.1 (part), 12-10-80; 6-10-87; Ord. 05-18(1), 1-5-05, effective 2-5-05; § 30.3.5; Ord. 14-18(1), 3-5-14; Ord. 17-18(4), 8-9-17); § 3.1, Ord. 19-18(3), 6-5-19; Ord. 19-18(6), 8-7-19; Ord. 20-18(2), 9-2-20; Ord. 20-18(3), 9-16-20; Ord. 21-18(3), 6-2-21; Ord. 22-18(2), 4-6-22; Ord. 22-18(1), 8-3-22]

State law reference(s)—Va. Code § 15.2-2286 (A)(4).