

ACTIONS
Board of Supervisors Meeting of June 3, 2015

June 5, 2015

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>	<u>PODCAST</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> Meeting was called to order at 1:04 p.m., by the Chair, Ms. Dittmar. All BOS members were present. Also present were Tom Foley, Larry Davis, Ella Jordan and Travis Morris. 		
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> By a vote of 6:0, the Board ADOPTED the final agenda. 		
<p>5. Brief Announcements by Board Members.</p> <p><u>Liz Palmer:</u></p> <ul style="list-style-type: none"> The Long Range Solid Waste Planning Committee will hold an open house and public outreach to provide a planning update on Thursday, June 4, 2015, 6:30 p.m.-8:30 p.m., COB-5th, Room A. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> The Water Resources Funding Advisory Committee will hold an open house on Wednesday, June 24, 2015, County Office Building, 2nd Floor, 6:30 p.m.-8:30 p.m. Announced that Albemarle County is second in the Commonwealth for the number of acres held under easement by the Virginia Outdoors Foundation. <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> Congratulated the students and their families of the recent Albemarle County graduates from Monticello, Western Albemarle and Albemarle High Schools. <p><u>Jane Dittmar:</u></p> <ul style="list-style-type: none"> Announced that the Department of Environmental Quality will hold a public meeting on water quality study on Charlottesville impaired streams on June 16, 2015, 6:30 p.m. Announced that the Charlottesville Business Innovation Council recently held its awards gala, and several County residents received awards. Announced that most of the Board members attended the Police Department's 20th annual awards banquet, and she presented a message of support from the Board. Announced that recently she was part of a Jefferson Area for Board on Aging panel, where they had a documentary entitled <i>Landscapes of Longevity</i> that studied three locations where people are living strong, healthy lives. Stated that Board members have been receiving a number emails regarding a proposed discussion about expanding the growth area. The Board plans to hold a discussion possibly later in the meeting. 		Listen

<p>6. Proclamations and Recognitions:</p> <p>a. Virginia Recycling Association 2015 Award for Excellence in Recycling Presentation to Liz Palmer for Outstanding Public Leadership.</p> <ul style="list-style-type: none"> • Mr. Tim Lee, President of the Virginia Recycling Association recognized Liz Palmer and Committee. <p>b. Recognition of Dr. Pam Moran as Virginia State Superintendent of the Year.</p> <ul style="list-style-type: none"> • Recognition made by Ms. McKeel. <p>c. Resolution of Appreciation – Kathy Ralston.</p> <ul style="list-style-type: none"> • ADOPTED, by vote of 6:0, resolution and presented to Kathy Ralston. 	<p>(Attachment 1)</p>	<p>Listen</p>
<p>7. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> • <u>The following individuals spoke in opposition to expanding the development areas to the I-64/Route 29 South Interchange:</u> • Tom Olivier • Morgan Butler • Wren Olivier • Jeff Werner • John Cruickshank 		<p>Listen</p>
<p>8.2 Mossy Brook Court road Name Change.</p> <ul style="list-style-type: none"> • APPROVED changing the road name of Mossy Brook Court to Double Eagle Trace, and AUTHORIZED staff to implement the change. 	<p><u>Andy Slack:</u> Proceed as approved.</p>	
<p>8.3 Agriculture and Forestry Industries Development Fund (AFID) Grants to Kelly Turkeys and 20 Paces.</p> <ul style="list-style-type: none"> • AUTHORIZED the funding match required for the AFID grants of \$29,000 for Kelly Turkeys and \$11,000 for 20 Paces from the EOF and AUTHORIZED the County Executive to sign the required performance agreements on behalf of the County subject to approval of the agreements as to form and content by the County Attorney and to request the disbursement of \$29,000 and \$11,000 of AFID grant funding from VDACS to the County. 	<p><u>County Attorney's office:</u> Provide Clerk's office with fully executed copy of agreement.</p>	<p>Listen</p>
<p>8.4 Old Crozet School Arts (OCSA) lease for a portion of the Old Crozet Elementary School.</p> <ul style="list-style-type: none"> • SCHEDULED public hearing for July 1, 2015 to consider a proposed lease with the OCSA for a portion of the Old Crozet Elementary School. 	<p><u>Clerk:</u> Advertise public hearing.</p>	
<p>8.5 Interlocal Agreement to Implement the Workforce Innovation and Opportunity Act.</p> <ul style="list-style-type: none"> • ADOPTED Resolution approving the proposed Chief Local Elected Officials (CLEO) Interlocal Agreement to Implement the Workforce Innovation and Opportunity Act and AUTHORIZED the County's Chief Local Elected Official (the Chair of the Board of Supervisors) to sign the Agreement. 	<p><u>Clerk:</u> Forward copy of signed resolution to Economic Development office and County Attorney's office. Forwarded signed document to Morgan Romeo. (Attachment 2)</p>	
<p>8.6 Rivanna Solid Waste Authority (RSWA) Support Agreements.</p> <ul style="list-style-type: none"> • ADOPTED Resolutions to approve the extension of the agreements with the RSWA for services at Ivy MUC and McIntire and AUTHORIZED the County Executive to sign 	<p><u>Clerk:</u> Forward copy of adopted resolutions to Community Development, General Services and County Attorney. <u>County Attorney's office:</u> Provide Clerk with copy of fully executed</p>	

	the RSWA agreement amendments subject to approval as to content and form by the County Attorney.	agreement. (Attachment 3)	
8.7	<p>Lewis & Clark Exploratory Center Loan Extension.</p> <ul style="list-style-type: none"> APPROVED the LCEC's requested deadline for repayment of the loan to October 17, 2015, subject to the condition that the LCEC make a payment in lieu of interest to the EDA of \$1,250 due on July 17, 2015; and REQUESTED that the EDA extend the date by which the loan is due and payable and amend the promissory note as necessary to allow the extension to October 17, 2015 and to require the payment in lieu of interest as recommended. 	<u>Clerk:</u> Forward approval to EDA.	
8.8	<p>Amendments to Economic Development Authority Rules and Procedures.</p> <ul style="list-style-type: none"> ADOPTED resolution to approve the proposed amendments to the EDA's Rules and Procedures. 	<u>Clerk:</u> Forward copy of adopted resolution to EDA and County Attorney. (Attachment 4)	
9.	<p>FY 16 Resolution of Appropriations.</p> <ul style="list-style-type: none"> APPROVED, by a vote of 6:0, the Annual Resolution of Appropriations for FY 16 that allocates a total of \$374,747,444 to various General Government and School Division operating, capital improvement, and debt service accounts for expenditure in FY 16 and amends existing policy regarding the transfer of reserve account funding; and APPROVED, by a vote of 6:0, Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing to allow the County to use up to \$43,389,518 in bond proceeds to reimburse capital program expenditures. 	<u>Clerk:</u> Forward copy of adopted resolutions to OMB, Finance and County Attorney. (Attachment 5)	Listen
10.	<p>Objectives for Years Two and Three of the FY 15-17 Strategic Plan.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED the draft objectives for Years Two and Three 	<u>Louise Wyatt:</u> Proceed as approved. (Attachment 6)	Listen
11.	<p>Funding the Future: Proposed Process for Review and Charge of a Citizens Committee.</p> <ul style="list-style-type: none"> By a vote of 6:0, APPROVED both the proposed process for review of funding challenges and the document outlining the charge and work of the proposed committee. 	<u>County Executive:</u> Proceed as approved. (Attachment 7)	Listen
12.	<p>Work Session: Discussion of Fire Rescue System, Fire Rescue Services Fund and New Pantops Station.</p> <ul style="list-style-type: none"> RECEIVED. By a vote of 3:3(Dittmar/McKeel/Palmer) motion to proceed with design of Pantops Station FAILED. DEFERRED to July 1, 2015 to allow further conversations with City Council and representatives of Martha Jefferson Hospital. 	<u>Clerk:</u>	Listen
13a.	<p>a. Land Use Assessment Program – Revalidation.</p> <p>RECEIVED.</p>		Listen
13b.	<p>Annual Reassessment of Real Estate. .</p> <ul style="list-style-type: none"> RECEIVED. 		Listen
14.	<p>Closed Meeting.</p> <ul style="list-style-type: none"> At 4:45 p.m., the Board went into Closed 		

		Listen
<p>15. Certified Closed Meeting.</p> <ul style="list-style-type: none"> At 6:11 p.m., the Board reconvened into open meeting and certified the closed meeting. 		
<p>16. Boards and Commissions: Vacancies and Appointments.</p> <ul style="list-style-type: none"> By a vote of 5:0:1 (Sheffield recused), APPOINTED Mr. William (Bill) Wuensch to the JAUNT Board with said term to expire September 30, 2017. By a vote of 6:0, APPOINTED Ms. Ericka Jones-Ayers to the Social Services Board with said term to expire December 31, 2017. 	<p><u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.</p>	
<p>17. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <u>Timothy Hulbert</u>, Chair of the Chamber of Commerce, spoke on the proposed Business Assistance Plan. <u>Pete Borches</u>, spoke on the proposed Business Assistance plan and the effects it will have on businesses in the area. <u>Paul Grady</u>, resident of the White Hall District, spoke on the SSIYP. 		Listen
<p>18. Route 29 Business Assistance Program.</p> <ul style="list-style-type: none"> By a vote of 2:4 (Boyd/McKeel/Palmer/Sheffield, motion to direct staff to begin working on strategies as outlined in the implementation matrix FAILED.) By a vote of 6:0, DIRECTED staff to begin working on strategies as outlined in the implementation matrix excluding the marketing communications workshop, the collective marketing campaign and the matching grant. 	<p><u>Lee Catlin:</u> Proceed as directed.</p>	Listen
<p>19. Charlottesville-Albemarle Convention and Visitors Bureau (CACVB) Lease.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED resolution approving a lease with the CACVB for a portion of the old Crozet Depot and AUTHORIZED the County Executive to execute a lease in a form acceptable to the County Attorney. 	<p><u>Clerk:</u> Forward copy of signed resolution to General Services and County Attorney's office. (Attachment 8)</p>	Listen
<p>20. Pb. Hrg: Crozet Artisan Depot LLC Lease.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED resolution approving a lease with Crozet Artisan Depot LLC for a portion of the old Crozet Depot and AUTHORIZED the County Executive to 	<p><u>Clerk:</u> Forward copy of signed resolution to General Services and County Attorney's office. (Attachment 9)</p>	Listen

	execute a lease in a form acceptable to the County Attorney.		
21.	<p>Pb. Hrg: Staengl Engineering LLC lease.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED resolution approving a lease with Staengl Engineering LLC for a portion of the Crozet Library and AUTHORIZED the County Executive to execute a lease in a form acceptable to the County Attorney. 	Clerk: Forward copy of signed resolution to General Services and County Attorney' office. (Attachment 10)	Listen
22.	<p>Pb. Hrg: FY 2015 Budget Amendment and Appropriations.</p> <ul style="list-style-type: none"> By a vote of 6:0, APPROVED FY 2015 Budget Amendment in the amount of \$6,196,699.93 and APPROVED Appropriations #2015099, #2015100, #2015101, #2015102, #2015103, #2015104, #2015105 for local government and school division programs and projects. 	Clerk: Notify OMB, Finance and appropriate individuals.	Listen
23.	<p>Pb. Hrg: Resolution to Appropriate FY 16 On-going Funding of Multi-Year Capital Projects.</p> <ul style="list-style-type: none"> By a vote of 6:0, APPROVED the \$43,505,750.25 Budget Amendment for FY16 and ADOPTED the resolution to Appropriate FY16 On-going Funding of Multi-Year Capital Projects Appropriation #2016001 that appropriates a total of \$43,505,750.25 to various capital improvement projects and special revenue projects that were funded in FY 15 but are on-going in FY 16. 	Clerk: Forward copy of signed resolution to Finance, OMB and County Attorney's office. (Attachment 11)	Listen
24.	<p>Compensation of board of supervisors.</p> <ul style="list-style-type: none"> By a vote of 5:1 (Sheffield), ADOPTED ordinance. 	Clerk: Forward copy of signed ordinance to Finance, HR and County Attorney's office. (Attachment 12)	Listen
25.	<p>ZTA 2014-00003 NMD Setbacks and Yards.</p> <ul style="list-style-type: none"> By a vote of 6:0, APPROVED the proposed ZTA-2014-00003 as presented with the modifications from the BOS Work Session. 	Clerk: Forward copy of signed ordinance to Community Development and County Attorney's office. (Attachment 13)	Listen
26a.	Route 29 Solutions: a. Monthly Update. <ul style="list-style-type: none">RECEIVED.		Listen
26b.	Update on Neighborhood Impact Mitigation Plan. <ul style="list-style-type: none">RECEIVED.		Listen
27.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p><u>Ken Boyd:</u></p> <ul style="list-style-type: none"> Announced that the tunneling equipment for the Rivanna pump station will be arriving soon and RWSA will be giving 48 hrs notice for anyone who wants to see it. Gave report of Jail Authority meeting. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Requested information on the Earlysville Road through truck ban and when it will be scheduled for public hearing. <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> Gave report of the PACC meeting held on May 21. <p><u>Jane Dittmar:</u></p> <ul style="list-style-type: none"> Gave report of Broadband meeting that she attended with Supervisor Palmer. 		Listen

<ul style="list-style-type: none"> Announced that she has met with Planning Commissioner Cal Morris and confirmed the topics of the Joint meeting with the Planning Commission. Provided update on the Board evaluation tool. <p><u>Larry Davis:</u></p> <ul style="list-style-type: none"> Clarified the earlier JAUNT Board appointment. 		
<p>25. From the County Executive: Report on Matters Not Listed on the Agenda.</p> <p><u>Tom Foley:</u></p> <ul style="list-style-type: none"> Announced that the meeting with the Planning Commission will be on July 8, 2015 at 3:30 p.m. Provided update on the County Executives monthly report. 		
<p>26. Adjourn to June 10, 2015, 3:30 p.m., Lane Auditorium.</p> <ul style="list-style-type: none"> The meeting was adjourned at 9:25 p.m. 		

ewj/tom

Attachment 1 – Resolution of Appreciation – Kathy Ralston

Attachment 2 – Resolution – Interlocal Agreement to Implement the Workforce Innovation and Opportunity Act

Attachment 3 – Resolution – Ivy Material Utilization Center Programs Agreement Agreement No. 4 – Ivy Material Utilization Center Programs Agreement Resolution – Local Government Support Agreement for Recycling Programs Agreement No. 4 – Local Government Support Agreement for Recycling Programs

Attachment 4 – Resolution – EDA Rules and Procedures Economic Development Authority Rules and Procedures

Attachment 5 – Annual Resolution of Appropriations Resolution of Intent to Reimburse Expenditures with Proceeds of a Borrowing

Attachment 6 – Objectives for Years Two and Three of the FY 15-17 Strategic Plan

Attachment 7 – Funding the Future Citizen Committee on County Resources

Attachment 8 – Resolution to approve an agreement of lease between Albemarle County and the CACVB

Attachment 9 – Resolution to approve an agreement of lease between Albemarle County and the Crozet Artisan Depot LLC

Attachment 10 – Resolution to approve an agreement of lease between Albemarle County and Staengl Engineering LLC

Attachment 11 – Resolution to appropriate FY 16 On-going Funding of Multi-Year Capital Projects for the Fiscal Year Ending June 20, 2016

Attachment 12 – Ordinance No. 15-2(1)

Attachment 13 – Ordinance No. 15-18(4)

A Resolution of Appreciation for

Katherine A. Ralston

Recognizing and honoring thirty-nine years of dedicated service to the citizens of Albemarle County, Virginia

WHEREAS *Katherine A. “Kathy” Ralston served the citizens of Albemarle County with superior distinction for a total of thirty-nine years as a member of Albemarle County Department of Social Services (ACDSS) including eighteen years as Director and eleven years as Deputy Director; and*

WHEREAS, *in recognition of her many contributions to the community and as champion of the ACDSS mission to provide services that promote self-sufficiency and support individual and family safety and well-being, Kathy was awarded the John L. Snook Award for child advocacy in 2001; and*

WHEREAS, *Kathy was a strong advocate for the thoughtful and deliberate expansion of the Department’s array of programs and services including the development and delivery of the Bright Stars program - a collaborative, high quality, school-based pre-school and prevention program for at-risk children and their families; and*

WHEREAS, *during her tenure Kathy was a champion of the high performance organization model of success and demonstrated the value of its practices and principles in guiding the performance of the Department, the behavior of employees and, ultimately, the effective delivery of programs, benefits and services to the residents of the County, especially those most vulnerable; and*

WHEREAS, *under Kathy’s exceptional leadership, in recognition of achievements in continuous quality improvement the Albemarle County Department of Social Services was awarded the Senate Productivity and Quality Award in 2007 and 2009 and received a national Alliance for Innovation Award in 2009; and*

WHEREAS, *throughout her career, Kathy offered her considerable energy, expertise and experience in support of service to children and families throughout Albemarle County, the broader community and the Commonwealth with active participation in numerous work groups, commissions and committees including Governor Wilder’s Welfare Reform Task Force, Governor Allen’s Advisory Panel on Welfare Reform, the Action Alliance for Virginia’s Children & Youth Advisory Council, the Prevent Child Abuse Virginia Board and many, many local and regional endeavors.*

NOW, THEREFORE, BE IT RESOLVED *by the Albemarle County Board of Supervisors that Kathy is hereby honored and commended for her many years of exceptional service to the Department of Social Services, Albemarle County residents, the broader community in which we live and the entire Commonwealth of Virginia with knowledge that we are strengthened and distinguished by the contributions of employees such as Kathy Ralston whose leadership, dedication, commitment, professionalism and compassion in meeting community needs make Albemarle County a better place in which to live and work; and*

BE IT FURTHER RESOLVED, *that Kathy be celebrated for her life-long passion as an advocate for the eradication of poverty and champion for all good things that good public servants do to help those most vulnerable achieve greater independence and self-sufficiency; and*

BE IT RESOLVED FINALLY, *that a copy of this resolution be spread upon the minutes of this meeting of the Albemarle County Board of Supervisors in perpetuity as testament to the high esteem in which Kathy is held by this Board and with sincere gratitude for an extraordinary life of service to this community.*

Signed and sealed this 3rd day of June, 2015

**RESOLUTION APPROVING THE CHIEF LOCAL ELECTED
OFFICIAL AGREEMENT TO IMPLEMENT THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT**

WHEREAS, the Workforce Investment Act was established in 1998 to create opportunities for job seekers to gain self-sufficiency skills and employment and to assist employers in gaining a qualified workforce that meets their current and future job demand; and

WHEREAS, The U.S. Department of Labor provides funding through the Workforce Investment Act to states to provide these services to job seekers and employers; and

WHEREAS, Workforce Investment Boards were established to, among other things, oversee the funding of these programs; and

WHEREAS, the County is one of 11 jurisdictional members of Local Workforce Investment Area 6 that is served by the Piedmont Workforce Network; and

WHEREAS, the 11 jurisdictions entered into an Interlocal Agreement to establish the Local Workforce Investment Area and to outline the responsibilities of each locality, including the requirement that the Chief Local Elected Officials (the Board Chair or Mayor) of the 11 jurisdictions, or their designees, serve on the Piedmont Workforce Network Council; and

WHEREAS, the Workforce Investment Act was replaced with the Workforce Innovation and Opportunity Act in 2014, requiring a new Interlocal Agreement to reflect the new legislation.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the Chief Local Elected Officials Agreement and authorizes the Chair of the County's Board of Supervisors to sign the Agreement.

RESOLUTION APPROVING AMENDMENT NO. 4 TO IVY MATERIAL UTILIZATION CENTER PROGRAMS AGREEMENT

WHEREAS, the County and the Rivanna Solid Waste Authority (“RSWA”) entered into an Agreement dated August 23, 2011 providing for the County’s financial support for, and the RSWA’s operation of, the Ivy Material Utilization Center (“MUC”) through June 30, 2012, with an option for the County to extend the Agreement for two successive one-year periods; and

WHEREAS, the County exercised its first option to extend the term of the Agreement through June 30, 2013; and

WHEREAS, the County and the RSWA entered into Amendment Nos. 1, 2, and 3 to extend the term of the Agreement through December 31, 2013, June 30, 2014 and June 30, 2015, respectively; and

WHEREAS, the County desires an additional extension of the term of the Agreement through June 30, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the Amendment No. 4 to Ivy Material Utilization Center Programs Agreement and authorizes the County Executive to sign the Amendment subject to it being approved as to content and form by the County Attorney.

**AMENDMENT NO. 4 TO
IVY MATERIAL UTILIZATION CENTER PROGRAMS AGREEMENT
BETWEEN
THE COUNTY OF ALBEMARLE
AND
THE RIVANNA SOLID WASTE AUTHORITY**

This **Amendment No. 4** to the **Ivy Material Utilization Center Programs Agreement** (this “Amendment”) is made this ___day of _____, 2015 by and between the **County of Albemarle, Virginia** (the “County”) and the **Rivanna Solid Waste Authority** (the “Authority”, individually a “Party”, and together referred to as the “Parties”).

WHEREAS, the County and the Authority entered into a certain Ivy Material Utilization Center Programs Agreement dated August 23, 2011 (the “Original Agreement”), providing for the County’s financial support for, and the Authority’s operation of, the Ivy MUC; and,

WHEREAS, the Original Agreement provided that such financial support and operations continue through the Authority’s fiscal year ending June 30, 2012, with the County retaining an exclusive option to extend the Original Agreement for two successive one-year periods by giving prior written notice to the Authority; and,

WHEREAS, the County exercised its first option to extend the term of the Original Agreement through June 30, 2013, but elected not to exercise its second option to extend the term through June 30, 2014 and instead requested an extension of the term of the Original Agreement through December 31, 2013; and,

WHEREAS, the County and the Authority entered into Amendment No. 1 to the Original Agreement dated June 7, 2013 extending the term of the Original Agreement through December 31, 2013; and,

WHEREAS, the County and the Authority entered into Amendment No. 2 to the Original Agreement dated October 23, 2013 extending the term of the Original Agreement through June 30, 2014; and,

WHEREAS, the County and the Authority entered into Amendment No. 3 to the Original Agreement, dated January 28, 2014 extending the term of the Original Agreement through June 30, 2015 (the Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, hereinafter, the "Agreement"); and,

WHEREAS, the Authority, after review with the County, entered into a Letter of Agreement with the Virginia Department of Environmental Quality ("DEQ") dated March 19, 2015, amending and restating an earlier Letter of Agreement dated May 27, 2014, whereby the Authority agreed to submit a written plan with a milestone schedule by December 31, 2015 to address regulatory deficiencies in the current Ivy Transfer Station, or alternatively submit by December 31, 2015 a Notice of Intent to close the transfer station by March 31, 2016; and,

WHEREAS, the County and Authority have agreed that the County is responsible for preparing the written plan required by DEQ; and,

WHEREAS, the County desires an additional extension of the term of the Agreement through June 30, 2016, with the understanding that such date may be changed subject to the County's completion of the required written plan.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. **Amendment to Section 6.** Section 6 of the Agreement, entitled "Term of Agreement," is amended and restated as follows:

6. Term of Agreement

This Agreement shall be effective upon execution and the County's financial participation requirements shall be retroactive to July 1, 2011 and shall continue through June 30, 2016, except that in the event the Virginia Department of Environmental Quality ("DEQ") requires activities permitted under Solid Waste Permit #132 to cease or requires closure of the Ivy MUC prior to June 30, 2016, this Agreement shall terminate on the effective date of the required cessation of activities or closure unless this Agreement is further amended by the parties to allow for the required DEQ actions and the County shall be responsible for all costs incurred by RSWA until such date and shall reimburse RSWA for such costs notwithstanding such termination.

2. **Miscellaneous.** Capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless otherwise specifically defined herein. Except as expressly modified hereby, all other terms and conditions of the Agreement shall remain unchanged and shall continue in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates below.

COUNTY OF ALBEMARLE:

Thomas C. Foley
County Executive

Date

RIVANNA SOLID WASTE AUTHORITY:

Thomas L. Frederick, Jr.
Executive Director

Date

**RESOLUTION APPROVING AMENDMENT NO. 4 TO LOCAL GOVERNMENT
SUPPORT AGREEMENT FOR RECYCLING PROGRAMS**

WHEREAS, the County, the City, and the Rivanna Solid Waste Authority ("RSWA") entered into an Agreement dated August 23, 2011 providing the terms of the County's and City's shared financial support

for, and the RSWA's operation of, the Recycling Services through June 30, 2012, with an option for the County and the City to extend the Agreement for two successive one-year periods; and

WHEREAS, the County and the City exercised their first option to extend the term of the Agreement through June 30, 2013; and

WHEREAS, the County, the City and the RSWA entered into Amendment Nos. 1, 2, and 3 to extend the term of the Agreement through December 31, 2013, June 30, 2014 and June 30, 2015, respectively; and

WHEREAS, the County desires an additional extension of the term of the Agreement through June 30, 2016, and the City is agreeable to an extension for such period.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the Amendment No. 4 to Local Government Support Agreement for Recycling Programs and authorizes the County Executive to sign the Amendment subject to it being approved as to content and form by the County Attorney.

**AMENDMENT NO .4 TO
LOCAL GOVERNMENT SUPPORT AGREEMENT FOR RECYCLING PROGRAMS
AMONG
THE CITY OF CHARLOTTESVILLE
THE COUNTY OF ALBEMARLE
AND
THE RIV ANNA SOLID WASTE AUTHORITY**

This **Amendment No. 4** to the **Local Government Support Agreement for Recycling Programs** (this "Amendment") is made this ___ day of _____, 2015 by and among the **City of Charlottesville, Virginia** (the "City"), the **County of Albemarle, Virginia** (the "County") and the **Rivanna Solid Waste Authority** (the "Authority", individually a "Party", and together referred to as the "Parties").

WHEREAS, the City, the County and the Authority entered into a certain Local Government Support Agreement for Recycling Programs dated August 23, 2011 (the "Original Agreement") providing the terms of the City's and County's shared financial support and Authority's operation of the Recycling Services; and

WHEREAS, the Original Agreement provided that such financial support and operations continue through the Authority's fiscal year ending June 30, 2012, with the City and County retaining an exclusive option to extend the Original Agreement for two successive one-year periods by giving prior written notice to the Authority; and

WHEREAS, the City and County exercised their first option to extend the term of the Original Agreement through June 30, 2013, but the County elected not to exercise its second option to extend the term through June 30, 2014 and instead requested, with the concurrence of the City, an extension of the Original Agreement through December 31, 2013; and

WHEREAS, the City, the County and the Authority entered into Amendment No. 1 to the Original Agreement dated June 5, 2013 extending the term of the Original Agreement through December 31, 2013; and,

WHEREAS, the City, the County and the Authority entered into Amendment No. 2 to the Original Agreement dated October 23, 2013 extending the term of the Original Agreement through June 30, 2014; and,

WHEREAS, the City, the County and the Authority entered into Amendment No. 3 to the Original Agreement dated January 28, 2014 extending the term of the Original Agreement through June 30, 2015 (the Original Agreement, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, hereinafter, the "Agreement"); and,

WHEREAS, the County desires an additional extension of the term of the Agreement through June 30, 2016, and the City is agreeable to an extension for such period.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. **Amendment to Section 4.** Section 4 of the Agreement, entitled "Term of Agreement," is amended and restated as follows:

4. **Term of Agreement**

This Agreement shall be effective upon execution and the financial participation requirements shall be retroactive to July 1, 2011 and shall continue through June 30, 2016.

2. **Miscellaneous.** Capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless otherwise specifically defined herein. Except as expressly modified hereby, all other terms and conditions of the Agreement shall remain unchanged and shall continue in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates below.

CITY OF CHARLOTTESVILLE:

Maurice Jones
City Manager

Date

COUNTY OF ALBEMARLE:

Thomas C. Foley
County Executive

Date

RIVANNA SOLID WASTE AUTHORITY:

Thomas L. Frederick, Jr.
Executive Director

Date

**RESOLUTION TO APPROVE AMENDMENTS TO
THE ECONOMIC DEVELOPMENT AUTHORITY OF
ALBEMARLE COUNTY, VIRGINIA RULES AND PROCEDURES**

WHEREAS, the Economic Development Authority of Albemarle County, Virginia (EDA) has proposed amendments to its Rules and Procedures; and

WHEREAS, the Board finds such amendments are appropriate to support the economic vitality initiatives of the County.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the following amendments to the EDA's Rules and Procedures:

1. Amending subsection 4.3(a) regarding an annual administrative fee for bonds, as follows:

4.3(a). Administrative Fees. If the Authority issues bonds, including refunding bonds, for the benefit of the applicant, the financing documents shall include a requirement that the applicant pay the Authority an annual administrative fee of \$1,000.00 per \$1,000,000.00 of bonds issues, or prorated portion thereof, upon the issuance of bonds and annually thereafter on June 30 each year thereafter until the bonds are paid in full. Except in the case of a refunding, the filing fee shall be applied as a credit against the first annual fee at closing. Bonds issued for the benefit of the County of Albemarle shall not be subject to the annual administrative fee.

**ECONOMIC DEVELOPMENT AUTHORITY OF
ALBEMARLE COUNTY, VIRGINIA**

RULES AND PROCEDURES

ARTICLE I

PURPOSE AND SCOPE

Section 1.1 **Purpose.** These Rules shall govern the submission of Applications to the Authority, application and administrative fees, consideration of matters to be brought to the attention of the Authority relating to the authorization, issuance and sale of its Bonds, the adoption of Financing Documents, reports to be submitted to the Authority, and such other matters as are contained herein.

Section 1.2 **Scope.** These Rules supplement the Act. In the event of any conflict between the Act and these Rules, the provisions of the Act shall prevail.

ARTICLE II

DEFINITIONS

Section 2.1 **Definitions.** As used in these Rules and Procedures, the following terms shall have the meaning as set forth herein, unless the context clearly requires otherwise:

"Act" shall mean the Virginia Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended.

"Applicant" shall mean any individual, person, firm, corporation, partnership or other entity applying for industrial development revenue bond financing, or for whose benefit the Authority has issued its Bonds, or who requests the Authority to take any action.

"Application" shall mean the Authority's application for industrial development revenue bond financing as in effect from time to time.

"Authority" shall mean the Economic Development Authority of the County of Albemarle, Virginia, a political subdivision of the Commonwealth of Virginia.

"Bonds" shall mean any notes, bonds and other obligations authorized to be issued by the Authority pursuant to the Act.

"Code" shall mean the Code of Virginia of 1950, as amended.

"Financing Documents" shall mean any resolutions, instruments, documents, papers, elections, certificates or financing statements required to be adopted or authorized, executed and delivered by the Authority in connection with the authorization, issuance and sale of its Bonds.

"IRC" shall mean the Internal Revenue Code of 1954, as amended.

"Project" shall mean any land, improvements, machinery, equipment or property financed by the issuance and sale of the Authority's Bonds.

"Rules" shall mean these Rules and Procedures of the Authority, as may be in effect from time to time.

ARTICLE III

GENERAL

Section 3.1 **Copies to be Provided Applicants.** A copy of these Rules and Procedures shall be furnished by the Authority's administrative agent, the County of Albemarle, by the Clerk of the Board of Supervisors, to each prospective Applicant.

Section 3.2 Compliance with Rules and Procedures. Each Applicant shall comply with these Rules and Procedures in the submission of its Application or any Financing Documents to the Authority and in requesting that the Authority take any action, including the adoption of Financing Documents. Failure to comply with these Rules and Procedures shall constitute sufficient reason for the Authority to refuse to consider any Application, Financing Documents, or any other matter to be brought before the Authority by or on behalf of any Applicant.

Section 3.3 Amendments. These Rules and Procedures may be changed from time to time by the Authority by the vote of a majority of its Directors present at any meeting of the Authority, provided notice of such change shall have been given to each Director before such meeting. These Rules and Procedures may, notwithstanding the foregoing, be amended without prior notice upon the affirmative vote of all Directors of the Authority.

Section 3.4 Preparation and Distribution of Agenda and Minutes.

(a) A preliminary agenda for the Authority's regular meeting shall be prepared and distributed by the Authority's Secretary to Authority members and the Authority's attorney before the Authority's regularly scheduled meeting date. In the case of special meetings of the Authority, the agenda shall be included in the call issued for such meeting. When action is to be taken with reference to a Project or the issuance of Bonds, the agenda shall contain a description of the type, nature and location of the Project, the name of the Applicant and the nature of the action to be taken by the Authority. The agenda for regular meetings of the Authority shall state that it is a preliminary agenda subject to change at or before the Authority's meeting.

(b) Preliminary drafts of the minutes of the Authority's meeting shall, as soon as practicable following the meeting, be mailed or delivered to each officer and Director of the Authority and the Authority's counsel. Each preliminary copy of the minutes so distributed shall be marked to indicate that it is a preliminary draft subject to additions or corrections at the Authority's next meeting. The date of approval of the Authority's minutes shall appear at the foot of the last page of the minutes which shall, when approved, be signed by the Assistant Secretary-Treasurer of the Authority.

ARTICLE IV

APPLICATION PROCEDURES, FEES AND REQUIREMENTS

Section 4.1 Applications. Each Applicant shall submit nine (9) fully and accurately completed Applications to the Clerk of the Board of Supervisors of Albemarle County at least ten (10) days before the Authority's meeting at which the Application is to be considered. Each Application shall include all requested exhibits. In the event all requested exhibits are not available or not to be made part of the public record, a statement of explanation will be attached to the Application.

Section 4.2 Application Fee. The Authority charges an Application fee of Five Hundred Dollars (\$500.00), payable to the County of Albemarle. The Application fee shall be paid to the Authority's administrative agent, the County of Albemarle, prior to consideration of the inducement resolution to be adopted on behalf of the Applicant. Application fees, upon acceptance by the Authority, are non-refundable. No interest shall be paid on Application fees. The County of Albemarle shall not be required to pay the application fee if it is the Applicant.

Section 4.3 Administrative Fees.

(a) If the Authority issues bonds, including refunding bonds, for the benefit of the applicant, the financing documents shall include a requirement that the applicant pay the Authority an annual administrative fee of \$1,000.00 per \$1,000,000.00 of bonds issues, or prorated portion thereof, upon the issuance of bonds and annually thereafter on June 30 each year thereafter until the bonds are paid in full. Except in the case of a refunding, the filing fee shall be applied as a credit against the first annual fee at closing. Bonds issued for the benefit of the County of Albemarle shall not be subject to the annual administrative fee.

(b) The Authority requires reimbursement of its costs and expenses incurred in connection with the issuance and sale of its Bonds and by virtue of its Bonds being outstanding. (See Section 5.2).

(c) Expenditures of Funds. The EDA will expend funds that it receives only to support economic development initiatives that benefit Albemarle County as determined by agreement between the Authority and the Board of Supervisors of Albemarle County. All such initiatives shall be developed in consultation

with the County Executive, or its designee. The Albemarle County staff will provide support in the administration of the expenditure of such funds by the Authority.

Section 4.4 Transcripts of Proceedings. Each Applicant receiving Bond financing through the Authority shall furnish to the Authority upon the sale and delivery of the Bonds, two (2) complete transcripts of the Financing Documents relating to such Bonds. Bond transcripts shall be hardback bound in library standard quality binders at the cost and expense of the Applicant.

Section 4.5 Bond Validation Proceedings. The Authority may require that before issuance, its Bonds be validated by the Circuit Court of the County of Albemarle, Virginia, pursuant to the requirements of Article 6, Chapter 26, Title 15.2 of the Code. The costs, expenses and fees incurred in connection with any bond validation proceeding required by the Authority, including attorneys' fees, shall be paid by the Applicant.

Section 4.6 Additional Information Required of Applicants.

(a) The Authority may adopt an inducement resolution conditioned upon the subsequent furnishing of certain information satisfactory to the Authority. All required information shall be promptly furnished to the Authority and failure of any Applicant to furnish such information shall constitute a ground for rescission of any inducement resolution adopted pursuant to such conditions.

(b) The Authority may, at its option, require the furnishing of appraisals, evaluations or reports respecting the Project or any portion thereof. The Authority may retain advisors and consultants to advise it regarding any Project or other action which it is requested to undertake by any Applicant. All costs, fees and expenses of such appraisals, reports, consultants and advisors incurred by the Authority after prior notification to the Applicant shall be paid by the Applicant.

(c) Since the Authority usually acts based upon information furnished to it solely by the Applicant, the Authority reserves the right to require at any time the furnishing of additional information concerning the Applicant, its financial statements, and any other information deemed relevant by the Authority. In instances where the Applicant has undergone changes in form or management or where the security to be given for payment of the Bonds has changed, the Applicant shall report such changes promptly to the Authority.

ARTICLE V

**PROVISIONS TO BE INCORPORATED INTO RESOLUTIONS
AND FINANCING DOCUMENTS**

Section 5.1 Inducement Resolutions. Each inducement resolution adopted by the Authority shall provide that it shall continue in full force and effect for a period of two (2) years unless specifically extended by the Authority or the Bonds contemplated by the resolution are issued.

Section 5.2 Payment of Authority Expenses. The Financing Documents adopted by the Authority for the benefit of any Applicant shall provide that the Applicant agrees to pay all costs, fees, and expenses incurred by the Authority (including attorneys' fees) in connection with:

- (a) the authorization, issuance and sale of the Authority's Bonds;
- (b) the ownership, occupation, operation or use of the Project being financed, whether owned by the Authority or the Applicant;
- (c) prepayment or redemption of the Authority's Bonds;
- (d) administrative costs and expenses of the Authority, including the fees of attorneys, accountants, engineers, appraisers, or consultants, paid or incurred by the Authority by reason of the Bonds being outstanding or pursuant to requirements of the Financing Documents; and
- (e) such other fees and expenses of the Authority, not directly related to the Project being financed for the Applicant, but attributable to the Authority's financing of industrial or commercial Projects, including without limitation, a share of costs of the Authority's annual audit as required by Title 15.2 of the Code of Virginia, determined as follows:

- (1) All costs and fees relating to any annual audit and directly attributable to a particular

Applicant or Project, shall be charged to such Applicant; and

(2) Any costs and fees of such audit not directly attributable to any Applicant or Project shall be allocated among all Applicants having Bonds outstanding, pro rata, as the amount of Bonds originally issued for such Applicant bears to the total face amount of Bonds issued by the Authority of which any portion of any issue remains outstanding and unpaid.

Section 5.3 Indemnification of the Authority. Each Applicant shall agree to indemnify and save harmless the Authority and its officers, directors, employees and agents (hereinafter the "Indemnitees") from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses (hereinafter referred to as "Damages"), including without limitation:

(a) all amounts paid in settlement of any litigation commenced or threatened against the Indemnitees, if such settlement is effected with the written consent of the Applicant;

(b) all expenses reasonably incurred in the investigation of, preparation for or defense of any litigation, proceeding or investigation of any nature whatsoever, commenced or threatened against the Applicant, the Project or the Indemnitees;

(c) any judgments, penalties, fines, damages, assessments, indemnities or contributions; and

(d) the reasonable fees of attorneys, auditors, and consultants; provided that the Damages arise out of:

(i) failure by the Applicant, or its officers, employees, or agents, to comply with the terms of the Financing Documents and any agreements, covenants, obligations, or prohibitions set forth therein;

(ii) any action, suit, claim or demand contesting or affecting the title of the Project;

(iii) any breach of any representation or warranty set forth in the Financing Documents or any certificate delivered pursuant thereto, and any claim that any representation or warranty of the Applicant contains or contained any untrue or misleading statement of fact or omits or omitted to state any material facts necessary to make the statements made therein not misleading in light of the circumstances under which they were made;

(iv) any action, suit, claim, proceeding or investigation of a judicial, legislative, administrative or regulatory nature arising from or in connection with the construction, acquisition, ownership, operation, occupation or use of the Project; or

(v) any suit, action, administrative proceeding, enforcement action, or governmental or private action of any kind whatsoever commenced against the Applicant, the Project or the Indemnitees which might adversely affect the validity or enforceability of the Bonds, the Financing Documents, or the performance by the Applicant or any Indemnitee of any of their respective obligations thereunder.

Section 5.4 Bond Counsel Opinion Required. Before issuing and delivering any of its Bonds, the Authority shall receive an unqualified approving opinion of recognized bond counsel, licensed to practice law in Virginia and approved by the Authority, stating, among other things, that the Bonds have been duly authorized, executed, issued and delivered, that the interest thereon is exempt from Federal income taxation under IRC § 103 (or other applicable provision of law) and taxation by the Commonwealth of Virginia, and that the Bonds are exempt from registration requirements under applicable State and Federal securities laws.

Section 5.5 Covenants to Preserve Tax Exempt Status of Bonds. All Financing Documents presented for approval by the Authority shall contain appropriate covenants of the Applicant designed to insure compliance with the requirements of IRC § 103 to preserve the tax exempt status of interest on the Bonds, including without limitation, "arbitrage" requirements, capital expenditure limitations and reporting requirements.

Section 5.6 Payments in Lieu of Taxes. In event title to the Project is held by any person or entity not subject to real or personal property taxes, the Applicant and any user of the Project, unless specifically exempted by the Authority, shall enter into an agreement to pay all taxes, levies, assessments, charges or other impositions which may be levied by any taxing authority on the Project as if such Applicant or user held title to the Project or any portion thereof.

ARTICLE VI

REPORTS

Section 6.1 Interim Reports by Applicants. Each Applicant shall file with the Authority a written report describing the status of its proposed financing no later than the last day of the second month after the adoption of an inducement resolution for the Applicant and every three (3) months thereafter until the adoption of any Financing Documents by the Authority. Such written report shall include the proposed purchaser of the Bonds, the proposed terms of the Bonds, the status of Financing Documents, and the current status of the Project. Each Applicant shall promptly notify the Authority of any significant or material changes to any information previously furnished by the Applicant to the Authority.

Section 6.2 Annual Reports of Applicants. Each Applicant, after the issuance and sale of the Authority's Bonds for the benefit of such Applicant, shall annually report to the Authority no later than June 30 the status of the Project, which shall include the outstanding and unpaid balance of Bonds issued for the Project, whether any event of default has occurred under the Financing Documents, and other information relating to the financing of the Project and benefits to the County of Albemarle.

Section 6.3 Reports by Authority Chairman, Directors, etc. At each regular meeting of the Authority, the Chairman, each Director, the Secretary-Treasurer and the Authority's counsel shall report any action taken on behalf of the Authority since the last regular meeting, including as may be applicable, receipt of reports required under Section 4.6. No later than September 1 of each year, the Chairman of the Authority may also report to the Authority on the status, as of the end of the Authority's fiscal year, of each active and outstanding inducement resolution of the Authority and the status of each issue of the Authority's Bonds.

ARTICLE VII

ENFORCEMENT

Section 7.1 Enforcement of Provisions. The Authority may refuse to consider or adopt any inducement resolutions, Financing Documents or any other matters presented for its consideration if the Applicant has failed to comply with the requirements of these Rules.

Section 7.2 Repeal of Actions Previously Taken. The Authority may rescind or repeal any inducement resolution previously adopted by it or any other action taken by the Authority because of failure of the Applicant to comply with the provisions of these Rules or because of substantial changes in the management, ownership, Project plan or financial circumstances of the Applicant; provided, however, no inducement resolution or action taken by the Authority shall be repealed or rescinded unless prior written notice of such proposed action shall have been mailed to the Applicant at least three (3) weeks before the date upon which such action is proposed to be taken. Notwithstanding the foregoing, no such action shall be taken by the Authority which will impair or adversely affect the interests of the holders of the Authority's Bonds.

ARTICLE VIII

STATEMENTS OF POLICY

Section 8.1 Construction, Operation and Effect of Rules. These Rules are intended as guidelines to promote and insure the orderly and consistent consideration of Applications, Financing Documents, and other matters brought before the Authority. For good cause, application of these Rules may be modified and waived upon a case-by-case basis upon the consent of the Authority. Any action taken by the Authority not in conformity with these Rules shall, nevertheless, be fully effective as if taken in compliance with these Rules. It is, however, the policy of the Authority that each Applicant comply fully and completely with these Rules, and failure to comply with these Rules may constitute grounds for refusal by the Authority to take any action requested.

Section 8.2 Approval of Inducement Resolution Not to Constitute an Endorsement of Applicant. The purpose of the Authority, as set forth in the Act, is to promote industry and develop trade by inducing manufacturing, industrial, governmental and commercial enterprises to locate in or remain in the Commonwealth of Virginia. Pursuant to the Act, the Authority's powers shall be exercised for the benefit of the inhabitants of Virginia through the promotion of their safety, health, welfare, convenience or prosperity. Accordingly, the Authority's decision to adopt an inducement resolution or take other action will be based

largely upon these factors. Further, the Act prohibits the Authority from operating any enterprise or Project. Since the Authority is a conduit for providing tax-exempt financing to promote the commerce and industry of the Commonwealth of Virginia and the County of Albemarle, and given the express prohibition against operating enterprises or Projects, the Authority believes it is improper for it to inquire into matters relating to the business judgment of the management of any Applicant not relevant to the foregoing factors. The Authority may, however, examine the business decisions and other aspects of management of the Applicant should it deem such matters relevant to the authorization, issuance and sale of its Bonds.

In view of the foregoing limitations, the adoption of an inducement resolution or any other action taken by the Authority is not to be used by any Applicant in any manner whatsoever as an endorsement or approval of the Applicant, its policies or its management.

Section 8.3 Security for Payment of Bonds. The Authority will require a showing that any issue of its Bonds is fully and adequately secured. If the Bonds are secured by a lien upon or security interest in the Project financed with the proceeds of such Bonds, the Authority may require an appraisal of the Project showing that it is valued in an amount sufficient to pay the outstanding principal amount of the Bonds issued to finance such Project.

Section 8.4 Compliance with Rules. These Rules were adopted by the Authority to assist in the orderly and expeditious conduct of its business. As stated in Section 3.2 of these Rules, the Authority has reserved the right to require that any Applicant strictly conform to the requirements of the Rules. Among other things, the Rules require that each Applicant inform the Authority of any new developments or material changes in information which has been submitted to the Authority, either orally or in writing. Matters concerning the structure of the financing, the prospective purchasers of the Bonds, and the security for payment of the Bonds are items of particular interest to the Authority; however, the Authority expects to be kept informed of all material changes to information submitted to it.

By submitting an Application to the Authority, the Applicant agrees to abide by these Rules. Thus, the burden is placed upon the Applicant to review and to comply with these Rules. The principal sanction which may be applied by the Authority against any Applicant for failure to comply with the Rules would be a refusal to take any action requested by the Applicant. Such a refusal might result in embarrassment to or considerable financial expense on the part of the Applicant. To avoid such embarrassment or expense, the Authority urges each Applicant to keep the Authority fully informed of any new developments or material changes to information previously submitted to the Authority, including in particular, changes in the contemplated financing structure or the proposed security for the Bonds. As noted above, the burden is upon the Applicant to convey this information to the Authority in a timely manner. What constitutes "timely" depends upon the circumstances of each case; however, each Applicant is urged to provide all such information before considerable time and expense is incurred upon matters which may prove unacceptable to the Authority. Any such communications should be made directly to the Authority's officers, directors, and counsel.

Notes to Application

1. Applicants are referred to the Authority's Rules and Procedures for provisions governing the submission of the application to the Authority.

2. Applications and all exhibits should be submitted to:

**Clerk of the Board of Supervisors of Albemarle County,
4th Floor, County Office Building, 401 McIntire Road,
Charlottesville, Virginia 22902-4596,**

at least ten (10) days before the meeting at which the application is to be considered.

3. A \$500.00 application fee for issues less than \$25.0 million or a \$1,000.00 application fee for issues \$25.0 million or greater, made payable to the County of Albemarle, should be submitted to the Authority's administrative agency, the County of Albemarle, with the application or at the time the application is considered.

4. Questions concerning the qualification of a project or certain expenses of economic development revenue bond financing or other legal questions relating to the issuance of bonds should be

directed to the Authority's counsel or to recognized bond counsel.

Readopted: 09-02-2009; Readopted 07-11-2012;

**ANNUAL RESOLUTION OF APPROPRIATIONS
OF THE COUNTY OF ALBEMARLE
FOR THE FISCAL YEAR ENDING June 30, 2016**

A RESOLUTION making appropriations of sums of money for all necessary expenditures of the COUNTY OF ALBEMARLE, VIRGINIA, for the fiscal year ending June 30, 2016; to prescribe the provisions with respect to the items of appropriation and their payment; and to repeal all previous appropriation ordinances or resolutions that are inconsistent with this resolution to the extent of such inconsistency.

BE IT RESOLVED by the Albemarle County Board of Supervisors:

SECTION I - GENERAL GOVERNMENT

That the following sums of money be and the same hereby are appropriated from the GENERAL FUND to be apportioned as follows for the purposes herein specified for the fiscal year ending June 30, 2016:

Paragraph One: GENERAL MANAGEMENT AND SUPPORT

Board of Supervisors	\$677,917
County Executive	\$1,268,251
Human Resources	\$617,379
County Attorney	\$1,057,886
Finance Department	\$5,072,152
Management and Budget	\$407,135
Information Technology	\$2,914,390
Voter Registration/ Elections	<u>\$661,913</u>
	\$12,677,023

Paragraph Two: JUDICIAL

Circuit Court	\$102,411
General District Court	\$40,488
Magistrate	\$4,650
Juvenile Court	\$116,296
Public Defender's Office	\$75,160
Clerk of the Circuit Court	\$863,108
Sheriff's Office	\$2,350,929
Commonwealth's Attorney	<u>\$1,278,164</u>
	\$4,831,206

Paragraph Three: PUBLIC SAFETY

Police Department	\$17,471,930
Transfer to Fire Rescue Services Fund - Operations	\$11,760,726
Inspections and Building Codes	\$1,372,968
Emergency Communications Center	\$2,263,654
Albemarle Charlottesville Regional Jail	\$3,587,234
Community Attention Home	\$60,149
Juvenile Detention Center	\$785,339
Foothills Child Advocacy Center	\$31,297
Offender Aid and Restoration	\$154,402
SPCA Shelter Contribution	\$562,292
Virginia Juvenile Community Crime Control	<u>\$52,231</u>
	\$38,102,222

Paragraph Four: GENERAL SERVICES / PUBLIC WORKS

Transfer to Facilities Development Fund	\$211,142
General Services	\$4,212,684
Rivanna Solid Waste Authority	<u>\$502,773</u>
	\$4,926,599

Paragraph Five: HUMAN SERVICES

Department of Social Services	\$12,076,309
Transfer to Bright Stars Fund	\$898,368
Transfer to Comprehensive Services Act (CSA) Fund	\$2,340,000
Tax Relief for Elderly/Disabled	\$950,000
Health Department	\$637,856
Region Ten	\$704,083
Agency Budget Review Team (ABRT)	\$14,477
Boys & Girls Club	\$20,000
Charlottesville Free Clinic	\$116,699
ReadyKids	\$68,291
Computers 4 Kids	\$13,379
Jefferson Area Board for Aging (JABA)	\$307,678
Jefferson Area CHIP	\$301,500
JAUNT	\$1,328,116
Legal Aid Justice Center	\$38,700
Piedmont CASA	\$9,270
Piedmont Workforce Network	\$15,410
Sexual Assault Resource Agency (SARA)	\$20,600
Shelter for Help in Emergency (SHE)	\$88,079
Thomas Jefferson Area Coalition for the Homeless (TJACH)	\$20,405
United Way	<u>\$117,100</u>
	\$20,086,320

Paragraph Six: EDUCATION

Piedmont Virginia Community College	\$23,510
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Paragraph Seven: PARKS, RECREATION AND CULTURE

Department of Parks & Recreation	\$2,566,741
Jefferson-Madison Regional Library	\$4,040,320
African American Festival	\$2,700
Ashlawn Highland Festival	\$3,800
Literacy Volunteers	\$25,287
Municipal Band	\$8,000
Piedmont Council of the Arts	\$10,000
Virginia Festival of the Book	\$10,000
Virginia Film Festival	\$10,000
Visitor's Bureau	<u>\$773,146</u>
	\$7,449,994

Paragraph Eight: COMMUNITY DEVELOPMENT

Department of Community Development	\$4,613,495
Housing Office	\$492,091
VPI Extension Service	\$192,968
Soil & Water Conservation	\$105,582
Office of Economic Development	\$352,235
Albemarle Housing Improvement Program (AHIP)	\$400,000
Charlottesville Area Transit	\$905,477
Central Virginia Small Business Development Center (CVSBDC)	\$10,000
Monticello Area Community Action Agency (MACAA)	\$63,200

Piedmont Housing Alliance	\$34,716
Planning District Commission	\$125,092
Streamwatch	<u>\$10,380</u>
	\$7,305,236

Paragraph Nine: REVENUE SHARING AGREEMENT

Revenue Sharing Agreement	\$16,058,668
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Paragraph Ten: TAX REFUNDS, ABATEMENTS, & OTHER REFUNDS:

Refunds and Abatements	\$167,000
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Paragraph Eleven: OTHER USES OF FUNDS

Transfer to School Fund - Recurring	\$114,033,502
Transfer to School Division Debt Service	\$12,756,859
Transfer to School Division Capital Projects	\$76,915
Transfer to General Government Debt Service	\$5,740,730
Transfer to General Government Capital Projects	\$1,394,240
Transfer to Fire Rescue Services Capital Projects	\$647,101
Transfer to Water Resources Fund	\$1,132,128
Disability Reserve	\$5,000
Economic Development Fund	\$300,000
Grants Leveraging Fund	\$100,000
Innovation Fund	\$25,000
Fuel Contingency	\$133,000
Training Pool	\$51,000
Reserve for Contingencies	\$201,075
Salary Reserve - Reclassifications	\$150,000
Salary Reserve - Compression	\$103,421
Salary Reserve - Pay for Performance	\$197,344
Efficiencies/Savings	(\$90,000)
VERIP Program	<u>\$611,070</u>
	\$137,568,385

Total GENERAL FUND appropriations for the fiscal year ending June 30, 2016: \$249,196,163

To be provided as follows:

Revenue from Local Sources	\$216,999,634
Revenue from the Commonwealth	\$23,130,373
Revenue from the Federal Government	\$4,806,650
Transfers In from Other Funds	\$2,969,644
Use of Fund Balance	\$1,289,862

Total GENERAL FUND resources available for fiscal year ending June 30, 2016: \$249,196,163

SECTION II: GENERAL FUND SCHOOL RESERVE FUND

That the following sums of money be and the same hereby are appropriated for GENERAL FUND SCHOOL RESERVE FUND purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: GENERAL FUND SCHOOL RESERVE FUND

Transfer to the School Fund	\$1,623,967
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Total GENERAL FUND SCHOOL RESERVE FUND appropriations for fiscal year ending June 30, 2016: \$1,623,967

To be provided as follows:

Use of Fund Balance	\$1,623,967
Total GENERAL FUND SCHOOL RESERVE FUND resources available for fiscal year ending June 30, 2016:	<u>\$1,623,967</u>

SECTION III: REGULAR SCHOOL FUND

That the following sums of money be and the same hereby are appropriated for SCHOOL purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: REGULAR SCHOOL FUND

Instruction	\$127,084,678
Administration, Attendance, and Health	\$7,399,807
Pupil Transportation	\$10,020,623
Operation and Maintenance	\$15,502,045
School Food Services and Other Non-Instructional Services	\$0
Facilities	\$320,949
Debt Service and Fund Transfers	\$3,769,753
Technology	\$2,970,028
Contingency/Reserve	\$0
Total REGULAR SCHOOL FUND appropriations for fiscal year ending June 30, 2016:	<u>\$167,067,883</u>

To be provided as follows:

Revenue from Local Sources (General Fund Transfer)	\$114,033,502
Revenue from Other Local Sources	\$2,164,583
Revenue from the Commonwealth	\$45,823,333
Revenue from the Federal Government	\$3,022,498
Transfers	\$400,000
Transfer from General Fund School Reserve Fund	\$1,623,967
Total REGULAR SCHOOL FUND resources available for fiscal year ending June 30, 2016:	<u>\$167,067,883</u>

SECTION IV: OTHER SCHOOL FUNDS

That the following sums of money be and the same hereby are appropriated for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: OTHER SCHOOL FUNDS

Instruction	\$6,824,073
Administration, Attendance, and Health	\$0
Pupil Transportation	\$1,109,702
Operation and Maintenance	\$396,225
School Food Services and Other Non-Instructional Services	\$7,462,692
Facilities	\$0
Debt Service and Fund Transfers	\$400,000
Technology	\$0
Contingency/Reserve	\$0
Total OTHER SCHOOL FUND appropriations for fiscal year ending June 30, 2016:	<u>\$16,192,692</u>

To be provided as follows:

Revenue from Local Sources	\$8,707,599
Revenue from the Commonwealth	\$494,896
Revenue from the Federal Government	\$5,178,076
Transfers	\$1,647,121
Use of Fund Balance	\$165,000

Total OTHER SCHOOL FUND resources available for fiscal year ending June 30, 2016: \$16,192,692

SECTION V: OTHER GENERAL GOVERNMENT FUNDS

That the following sums of money be and the same hereby are appropriated for OTHER PROGRAM purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: OTHER GENERAL GOVERNMENT FUNDS

Computer Maintenance and Replacement	\$280,763
Commonwealth Attorney Commission	\$60,000
Victim-Witness Program	\$124,558
Crime Analysis Grant	\$68,074
Regional Firearms Training Center	\$118,432
Fire Rescue Services	\$14,583,537
Criminal Justice Grant Programs	\$731,081
Water Resources	\$1,584,494
Facilities Development	\$1,032,549
Courthouse Maintenance	\$35,700
Old Crozet School Operations	\$83,763
Vehicle Replacement	\$1,120,254
Bright Stars Program	\$1,384,612
Comprehensive Services Act	\$10,141,584
MJ Health Grant	\$5,000
Darden Towe Memorial Park	\$273,153
Tourism Enhancement	\$1,828,780
Proffer Funds	\$750,035
Metropolitan Planning Organization Funding	\$11,801
Economic Development Authority	\$80,000
Housing Assistance Fund	\$3,440,000

Total OTHER GENERAL GOVERNMENT FUNDS appropriations for fiscal year ending June 30, 2016: \$37,738,170

To be provided as follows:

Revenue from Local Sources	\$4,145,895
Revenue from the Commonwealth	\$7,565,016
Revenue from the Federal Government	\$3,483,320
Transfers In from Other Funds	\$21,041,538
Use of Fund Balance	\$1,502,401

Total OTHER SCHOOL FUND resources available for fiscal year ending June 30, 2016: \$37,738,170

SECTION VI - GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND

That the following sums of money be and the same hereby are appropriated from the GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND to be apportioned as follows for the purposes herein specified for the fiscal year ending June 30, 2016:

Paragraph One: ADMINISTRATION

Time and Attendance System	\$621,000
Voting Machine Replacements	<u>\$75,345</u>

\$696,345

Paragraph Two: COURTS

Commonwealth Attorney Case Management System Replacement	\$50,000
Court Facilities Addition/Renovation	\$29,810
Court Facilities Interim Modification	<u>\$13,627</u>
	\$93,437

Paragraph Three: PUBLIC SAFETY

ECC Regional 800Mhz Communication System	\$18,808,000
Police County 800Mhz Radio Replacements	\$746,346
Police Mobile Data Computers Replacement	\$429,000
Police Patrol Video Cameras Replacement	\$101,920
Police Tactical Truck Replacement	\$150,000
Seminole Trail VFD Renovation/Addition	<u>\$1,703</u>
	\$20,236,969

Paragraph Four: PUBLIC WORKS

City/County Co-Owned Maintenance/Replacement	\$4,859
County E911 Road Sign Upgrade	\$543,165
County Owned Facilities Maintenance/Replacement	\$1,599,349
Economic Development Office Renovations	\$13,627
Ivy Fire Station 14 Maintenance Obligation	\$50,000
Ivy Landfill Remediation	\$523,000
Moore's Creek Septage Receiving	\$109,441
Solid Waste & Recycling Solution	<u>\$1,200,000</u>
	\$4,043,441

Paragraph Five: COMMUNITY/NEIGHBORHOOD DEVELOPMENT

Places 29 Small Area Study	\$120,000
Sidewalk Construction Program	\$232,283
Street Improvement	<u>\$6,728</u>
	\$359,011

Paragraph Six: PARKS, RECREATION & CULTURE

Burley & Lane Field Pole Light Replacement	\$503,513
City/County Owned Parks Maintenance/Replacement	\$350,847
County Owned Parks Maintenance/Replacement	\$805,178
Crozet Park Maintenance/Replacement and Improvements	\$253,066
Parks Greenways/Blueways	<u>\$655,897</u>
	\$2,568,501

Paragraph Seven: LIBRARIES

Rio Property-Library/Storage	<u>\$3,407</u>
	\$3,407

Paragraph Eight: TECHNOLOGY AND GIS

County Server/Infrastructure Upgrade	\$450,528
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Paragraph Nine: ACQUISITION OF CONSERVATION EASEMENTS (ACE)

ACE Program	\$250,000
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Paragraph Ten: OTHER USES OF FUNDS

Capital Program Reserve	\$1,342,325
Transfer to School Division Capital Improvements Fund	\$8,040,429
Future General Government Project Management Services	<u>\$17,204</u>
	\$9,399,958

Total GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2016: \$38,101,597

To be provided as follows:

Revenue from Local Sources (General Fund Transfer)	\$1,453,445
Revenue from Local Sources (Other Transfers)	\$831,753
Revenue from Other Local Sources	\$9,436,287
Revenue from the Commonwealth	\$13,500
Borrowed Funds	\$21,148,306
Use of Fund Balance	\$5,218,306

Total GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2016: \$38,101,597

SECTION VII: SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND

That the following sums of money be and the same hereby are appropriated from the SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: EDUCATION (SCHOOL DIVISION)

Administrative Technology	\$261,000
Agnor Hurt Elementary Addition/Renovation	\$25,551
Bright Stars Trailer Relocation	\$25,000
Henley Middle School Auxiliary Gym Addition	\$15,331
Instructional Technology	\$575,000
Learning Space Modernization	\$899,600
Red Hill School Modernization	\$100,400
School Bus Replacement	\$1,200,000
School Maintenance/Replacement	\$5,884,326
School Security Improvements	\$518,749
State Technology Grant	\$752,000
Western Albemarle High School Environmental Academy	<u>\$643,397</u>
	\$10,900,354

Total SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2016: \$10,900,354

To be provided as follows:

Revenue from Local Sources (General Fund Transfer)	\$136,120
Revenue from Local Sources (Proffer Fund Transfer)	\$113,982
Revenue from Other Local Sources	\$2,000
Revenue from the Commonwealth	\$1,052,000
Revenue from Local Sources (General Govt Capital Programs Transfer)	\$8,040,429
Use of Fund Balance	\$1,555,823

Total SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2016: \$10,900,354

SECTION VIII: WATER RESOURCES CAPITAL IMPROVEMENTS FUND

That the following sums of money be and the same hereby are appropriated from the WATER RESOURCES CAPITAL IMPROVEMENTS FUND for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: WATER RESOURCES PROJECTS

Carrsbrook Sinkhole Repair	\$3,407
Church Road Basin	\$3,407
Hollymead Dam Spillway Improvement	\$208,517
Multi-Facility Maintenance	<u>\$15,331</u>
	\$230,662

Total WATER RESOURCES CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2016: \$230,662

To be provided as follows:

Revenue from Local Sources (Water Resources Fund Transfer)	\$63,848
Borrowed Funds	\$166,814

Total WATER RESOURCES CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2016: \$230,662

SECTION IX: REGIONAL PUBLIC SAFETY FIREARMS TRAINING CENTER FUND

That the following sums of money be and the same hereby are appropriated from the REGIONAL PUBLIC SAFETY FIREARMS TRAINING CENTER FUND for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: PUBLIC SAFETY FIREARMS TRAINING CENTER

Regional Firearms Range Facility	<u>\$57,916</u>
	\$57,916

Total REGIONAL FIREARMS TRAINING CENTER FUND appropriations for fiscal year ending June 30, 2016: \$57,916

To be provided as follows:

Use of Fund Balance	\$57,916
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Total REGIONAL FIREARMS TRAINING CENTER FUND resources available for fiscal year ending June 30, 2016: \$57,916

SECTION X: FIRE RESCUE SERVICES CAPITAL IMPROVEMENTS FUND

That the following sums of money be and the same hereby are appropriated from the FIRE RESCUE SERVICES CAPITAL IMPROVEMENTS FUND for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: FIRE RESCUE SERVICES

Apparatus Replacement Program	\$2,527,593
Fire Rescue Airpacks Replacement	\$2,997,780
Fire Rescue Mobile Data Computers Repl	\$55,000
Fire Rescue Volunteer Facilities Assessments	\$81,000

Pantops Fire/Rescue Station	\$256,488
Station 8 Renovation	<u>\$886,589</u>
	\$6,804,450

Total FIRE RESCUE SERVICES CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2016: \$6,804,450

To be provided as follows:

Revenue from Local Sources (Transfers from Other Funds)	\$647,101
Borrowed Funds	<u>\$6,157,349</u>

Total FIRE RESCUE SERVICES CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2016: \$6,804,450

SECTION XI: DEBT SERVICE

That the following sums of money be and the same hereby are appropriated for the function of DEBT SERVICE to be apportioned as follows from the GENERAL GOVERNMENT DEBT SERVICE FUND and the SCHOOL DIVISION DEBT SERVICE FUND for the fiscal year ending June 30, 2016:

Paragraph One: SCHOOL DIVISION DEBT SERVICE FUND

Debt Service - School Division	\$13,005,321
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Total SCHOOL DIVISION DEBT SERVICE appropriations for fiscal year ending June 30, 2016: \$13,005,321

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$12,638,449
Revenue from Other Local Sources	\$175,677
Revenue from the Commonwealth	\$112,315
Revenue from the Federal Government	<u>\$78,880</u>

Total SCHOOL DIVISION DEBT SERVICE resources available for fiscal year ending June 30, 2016: \$13,005,321

Paragraph Two: GENERAL GOVERNMENT DEBT SERVICE FUND

Debt Service - General Government	\$5,740,730
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Total GENERAL GOVERNMENT DEBT SERVICE appropriations for fiscal year ending June 30, 2016: \$5,740,730

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$5,740,730
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Total GENERAL GOVERNMENT DEBT SERVICE resources available for fiscal year ending June 30, 2016: \$5,740,730

GRAND TOTAL - DEBT SERVICE FUNDS \$18,746,051

**TOTAL APPROPRIATIONS MENTIONED IN
SECTIONS I - VIII OF THIS RESOLUTION
FOR THE FISCAL YEAR ENDING June 30, 2016**

RECAPITULATION:

Appropriations:

Section I	General Fund	\$249,196,163
Section II	General Fund School Reserve Fund	\$1,623,967
Section III	School Fund	\$167,067,883
Section IV	Other School Funds	\$16,192,692
Section V	Other General Government Funds	\$37,738,170
Section VI	General Government Capital Improvements Fund	\$38,101,597
Section VII	School Division Capital Improvements Fund	\$10,900,354
Section VIII	Water Resources Capital Improvements Fund	\$230,662
Section IX	Regional Public Safety Firearms Training Center Fund	\$57,916
Section X	Fire Rescue Services Capital Improvements Fund	\$6,804,450
Section XI	Debt Service	<u>\$18,746,051</u>
		\$546,659,905

Less Inter-Fund Transfers (\$171,912,461)

GRAND TOTAL - ALBEMARLE COUNTY APPROPRIATIONS **\$374,747,444**

SECTION XII: EMERGENCY COMMUNICATIONS CENTER

That the following sums of money be and the same hereby are appropriated from the EMERGENCY COMMUNICATIONS CENTER FUND for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2016:

Paragraph One: EMERGENCY COMMUNICATIONS CENTER FUND

Emergency Communications Center	\$5,601,520
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Total EMERGENCY COMMUNICATIONS CENTER FUND appropriations for fiscal year ending June 30, 2016: **\$5,601,520**

To be provided as follows:

Albemarle County	\$2,254,762
City of Charlottesville	\$1,751,653
University of Virginia	\$662,614
Revenue from Other Local Sources	\$325,516
Revenue from the Commonwealth	\$603,749
Revenue from the Federal Government	<u>\$3,226</u>

Total EMERGENCY COMMUNICATIONS CENTER FUND resources available for fiscal year ending June 30, 2016: **\$5,601,520**

BE IT RESOLVED THAT the County Executive is hereby authorized to administratively approve budget transfers of unencumbered funds of up to \$50,000.00 per fund in the fiscal year from one classification, department, or project to another within the same general governmental fund.

BE IT FURTHER RESOLVED THAT the County Executive is authorized to allocate funding from the below identified classifications to appropriate budget line-items for expenditure:

- Expenditure Classifications Eligible for Transfer Under this Resolution:
- Training Pool
 - Innovation Fund
 - Salary Reserve - Reclassifications
 - Salary Reserve - Pay for Performance
 - Fuel Contingency Reserve

BE IT FURTHER RESOLVED THAT the County Executive is authorized to allocate salary lapse between department budgets.

BE IT FURTHER RESOLVED THAT the Director of Finance is hereby authorized to transfer monies from one fund to another, from time to time as monies become available, sums equal to, but not in excess of, the appropriations made to these funds for the period covered by this appropriation resolution.

SECTION XIII

All of the monies appropriated as shown by the contained items in Sections I through X are appropriated upon the provisos, terms, conditions, and provisions herein before set forth in connection with said terms and those set forth in this section. The Director of Finance (Betty Burrell) and Clerk to the Board of Supervisors (Ella W. Jordan) are hereby designated as authorized signatories for all bank accounts.

Paragraph One

Subject to the qualifications in this resolution contained, all appropriations are declared to be maximum, conditional, and proportionate appropriations - the purpose being to make the appropriations payable in full in the amount named herein if necessary and then only in the event the aggregate revenues collected and available during the fiscal year for which the appropriations are made are sufficient to pay all of the appropriations in full.

Otherwise, the said appropriations shall be deemed to be payable in such proportion as the total sum of all realized revenue of the respective funds is to the total amount of revenue estimated to be available in the said fiscal year by the Board of Supervisors.

Paragraph Two

All revenue received by any agency under the control of the Board of Supervisors included or not included in its estimate of revenue for the financing of the fund budget as submitted to the Board of Supervisors may not be expended by the said agency under the control of the Board of Supervisors without the consent of the Board of Supervisors being first obtained, nor may any of these agencies or boards make expenditures which will exceed a specific item of an appropriation.

Paragraph Three

No obligations for goods, materials, supplies, equipment, or contractual services for any purpose may be incurred by any department, bureau, agency, or individual under the direct control of the Board of Supervisors except by requisition to the purchasing agent; provided, however, no requisition for items exempted by the Albemarle County Purchasing Manual shall be required; and provided further that no requisition for contractual services involving the issuance of a contract on a competitive bid basis shall be required, but such contract shall be approved by the head of the contracting department, bureau, agency, or individual, the County Attorney, and the Purchasing Agent or Director of Finance. The Purchasing Agent shall be responsible for securing such competitive bids on the basis of specifications furnished by the contracting department, bureau, agency, or individual.

In the event of the failure for any reason of approval herein required for such contracts, said contract shall be awarded through appropriate action of the Board of Supervisors.

Any obligations incurred contrary to the purchasing procedures prescribed in the Albemarle County Purchasing Manual shall not be considered obligations of the County, and the Director of Finance shall not issue any warrants in payment of such obligations.

Paragraph Four

Allowances out of any of the appropriations made in this resolution by any or all County departments, bureaus, or agencies under the control of the Board of Supervisors to any of their officers and employees for expense on account of the use of such officers and employees of their personal automobiles in the discharge of their official duties shall be paid at the rate established by the County Executive for its employees and shall be subject to change from time to time.

Paragraph Five

All travel expense accounts shall be submitted on forms and according to regulations prescribed or approved by the Director of Finance.

Paragraph Six

All resolutions and parts of resolutions inconsistent with the provisions of this resolution shall be and the same are hereby repealed.

Paragraph Seven

This resolution shall become effective on July first, two thousand and fifteen.

**RESOLUTION OF OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF A BORROWING**

WHEREAS, the Albemarle County Board of Supervisors, Virginia (the "Borrower") intends to acquire, construct and equip the items and projects set forth in Exhibit A hereto (collectively, the "Project"); and

WHEREAS, plans for the Project have advanced and the Borrower expects to advance its own funds to pay expenditures related to the Project (the "Expenditures") prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt bonds or taxable debt, or both.

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

1. The Borrower intends to utilize the proceeds of tax-exempt bonds (the "Bonds") or to incur other debt to pay the costs of the Project in an amount not currently expected to exceed \$43,389,518.

2. The Borrower intends that the proceeds of the Bonds be used to reimburse the Borrower for Expenditures with respect to the Project made on or after the date that is no more than 60 days prior to the date of this Resolution. The Borrower reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Bonds or other debt.

3. Each Expenditure was or will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure); (b) a cost of issuance with respect to the Bonds; (c) a nonrecurring item that is not customarily payable from current revenues; or (d) a grant to a party that is not related to or an agent of the Borrower so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Borrower.

4. The Borrower intends to make a reimbursement allocation, which is a written allocation by the Borrower that evidences the Borrower's use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Borrower recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction of at least five years.

5. The Borrower intends that the adoption of this Resolution confirms the "official intent" within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

6. This Resolution shall take effect immediately upon its passage.

**CAPITAL IMPROVEMENT PROGRAM
BOND FUNDED PROJECTS
FY 2015/16**

Schools	Amount (\$)
Learning Space Modernization	899,600
Red Hill Elementary School Modernization	97,000
School Bus Replacement	900,000
School Maintenance/Replacement	5,140,000
School Security Improvements	492,812
Western Albemarle High School Environmental Studies Academy	511,018
Schools Subtotal	8,040,429
General Government	Amount (\$)
Burley-Lane Field Poles Lighting	503,513
County 800Mhz Radio Replacements	709,029
County E911 Road Sign Upgrade	554,165
County Server Infrastructure Upgrade	428,002
County-Owned Facilities Maintenance/Replacement	462,868
Court Facilities Addition/Renovation	29,810
Crozet Park Maintenance/Replacement and Improvements	190,000
ECC Regional 800 MHz Communication System	9,498,041
Fire Rescue Airpacks	2,847,891
Fire Rescue Apparatus Replacement-Program	2,191,309
Fire Rescue Station 8 Renovations	861,661
Hollymead Dam Spillway Improvement	166,814
Pantops Fire/Rescue Station	256,488
Police Tactical Truck Replacement	142,500
Time and Attendance	589,950
General Government Subtotal	19,432,040
TOTAL DEBT ISSUE – FY 2015/16 PROJECTS	27,472,469

PREVIOUSLY APPROPRIATED PROJECTS TO BE BOND FUNDED

Schools	Amount (\$)
School Bus Replacement	1,225,000
School Maintenance/Replacement	4,146,573
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Schools Subtotal	5,371,573
General Government	Amount (\$)
<hr/>	
County 800Mhz Radio Replacements	479,907
County Server Infrastructure Upgrade	393,541
County-Owned Facilities Maintenance/Replacement	573,673
Court Facilities Addition/Renovation	2,262,683
ECC Integrated Public Safety Technology	2,621,029
Fire Rescue Apparatus Replacement-Program	2,799,007
Firearms Range	955,866
Hollymead Dam Spillway Improvement	9,770
Telephony Solution Replacement (Previously PBX)	450,000
<hr/>	
General Government Subtotal	15,545,476
TOTAL DEBT ISSUE – ALL PROJECTS	43,389,518

**FY15-17 Strategic Plan: Year Two and Three Objectives
Adopted 6/4/15**

Goal 1: Citizen Engagement:

Successfully engage citizens so that local government reflects their values and aspirations

- A. Adopted Year One Objective: By June 2015, increase opportunities for meaningful citizen engagement.
- B. Proposed Year Two/Three Objective: Establish and implement protocols, resources, and technologies that reach and respond to citizens from diverse circumstances. *Example strategy/action: Implementation of Granicus and live streaming*
- C. Proposed Year Two/Three Objective: Create and implement initiatives that strengthen community leadership capacity. *Example strategy/action: Working with neighborhood associations*

Goal 2: Critical Infrastructure:

Prioritize, plan and invest in critical infrastructure that responds to past and future changes and improves the capacity to serve community needs

- A. Adopted Year One Objective: By June 2015, establish and implement a 3-5 year plan for the use of the Ivy Material Utilization Center as a waste handling and recycling facility.
- B. Adopted Year One Objective: By October 2015, establish a long-term solid waste plan, with an emphasis on reducing, reusing, and recycling.
- C. Adopted Year One Objective: By June 2015, establish direction and begin the design process to meet the long-term needs of the Circuit and General District Court operations.
- D. Proposed Year Two/Three Objective: Develop differentiated funding strategies for core vs. enhanced (e.g., quality of life projects like parks, etc.) projects.
- E. Proposed Year Two/Three Objective: Establish and implement strategic direction including appropriate public engagement, for the following community needs:
 - Broadband
 - Urban infrastructure
 - School space needs (e.g., preschool, school capacity, modernization of facilities)

Goal 3: Development Areas:

Attract quality employment, commercial, and high density residential uses into development areas by providing services and infrastructure that encourage redevelopment and private investment while protecting the quality of neighborhoods

- A. Adopted Year One Objective: By June 2015, complete Comprehensive Plan Review and adoption.
- B. Proposed Year Two/Three Objective: Adopt a work plan and schedule for implementation of Comprehensive Plan strategies related to the Development Areas.
- C. Proposed Year Two/Three Objective: Work towards creation of midtown district by completing updated Places 29 Master Plan including Rio/Rt. 29 Small Area Plan.
- D. Proposed Year Two/Three Objective: Work to enhance Rivanna river corridor by completing updated Pantops Master Plan including Rivanna River Corridor Small Area Plan.

- E. Proposed Year Two/Three Objective: Explore and develop strategies designed to revitalize aging urban areas, focusing on existing neighborhoods and redevelopment possibilities.
- F. Proposed Year Two/Three Objective: Determine appropriate levels of service for urban areas and evaluate potential use of Urban Service District to fund those services.
- G. Proposed Year Two/Three Objective: Determine alternatives to expand multi-modal transportation options.

Goal 4: Economic Prosperity:

Foster an environment that stimulates diversified job creation, capital investments, and tax revenues that support community goals

- A. Adopted Year One Objective: By June 2015, establish an Economic Development Office to achieve the County's economic development mission and goals.
- B. Proposed Year Two/Three Objective: Establish and begin implementation of a Board-approved work plan (to include workforce development activities with partners such as CATEC) for the County's newly-created Economic Development Office.

Goal 5: Educational Opportunities:

Provide lifelong learning opportunities for all our citizens

- A. Adopted Year One Objective: By June 2015, in partnership with the school system, identify potential improvements in funding strategies for K-12.
- B. Adopted Year One Objective: By June 2015, a collaborative work group, which includes members of the School Division, Local Government and community members, will identify possible short- and long-term solutions to maintain, and possibly increase, the current availability of quality pre-school opportunities.
- C. Proposed Year Two/Three Objective: Finalize direction and develop a plan to enhance educational opportunities for at-risk preschoolers.

Goal 6: Natural Resources:

Thoughtfully protect and manage Albemarle County's ecosystems and natural resources in both the rural and development areas to safeguard the quality of life of current and future generations

- A. Adopted Year One Objective: By October 2015, establish direction and funding for a program to improve water quality.
- B. Proposed Year Two/Three Objective: Develop and begin implementation of a comprehensive program to improve water quality.
- C. Proposed Year Two/Three Objective: Establish and begin implementation of priorities for a natural resource program.

Goal 7: Operational Capacity:

Ensure County government's ability to provide high quality service that achieves community priorities

- A. Adopted Year One Objective: By December 2014, complete review of staffing needs through consideration of the Five Year Financial Plan.
- B. Adopted Year One Objective: By January 2015, identify and propose staffing resources needed to meet the Board's transportation priorities.

- C. Proposed Year Two/Three Objective: Develop alternate, sustainable funding strategies to address the County's long-term operational and capital funding needs.
- D. Proposed Year Two/Three Objective: Develop and begin implementation of pay strategies that address staff recruitment and retention challenges, especially as related to salary compression.
- E. Proposed Year Two/Three Objective: Develop and implement strategies for addressing imminent retirement of senior county staff.
- D. Proposed Year Two/Three Objective: In partnership with the school system, develop recommendations to enhance joint operations to achieve greater efficiencies and improved service delivery.

Goal 8: Rural Areas:

Preserve the character of rural life with thriving farms and forests, traditional crossroad communities, and protected scenic areas, historic sites, and biodiversity

- A. Adopted Year One Objective: By June 2015, complete Comprehensive Plan Review and adoption.
- B. Proposed Year Two/Three Objective: Adopt a work plan and schedule for implementation of Comprehensive Plan strategies related to the Rural Areas
- C. Proposed Year Two/Three Objective: Initiate the development of a rural transportation plan

Funding the Future**-Addressing the 5-Year Financial Plan Funding Gap-**

Addressing the 5-Year Financial Plan funding gap will require a comprehensive review through various means. Below is a proposed process of review which recognizes the need for citizen input as well as review by the Board of Supervisors and School Board in ultimately coming to decisions on how to address the financial challenges facing the County. This process and continued discussion will better inform consideration of the new 5-Year Financial Plan this coming fall.

1. Citizen Committee review of resource alternatives to address the gap
 - a. Existing revenue sources
 - b. Alternative revenue sources
 - c. Taxes by service or other districts
 - d. Voter referendum to indicate support for tax increases for specific facilities
 - e. Continued pursuit of legislative changes to provide additional taxing authority
 - f. Other alternatives to enhance resources

2. Board of Supervisors Review
 - a. CIP Follow up Review
 - b. Land Use and Land Use Revalidation Programs
 - c. Fire Rescue Services Operating Fund
 - d. Partnership opportunities – County/City, UVA, Regional, Inter-departmental, Public-Private, etc.
 - e. Expenditure prioritization and reallocation
 - f. Economic Development Plan

3. Joint Review by the Board of Supervisors/School Board
 - a. Existing funding formula regarding the allocation of revenue growth between Schools, Local Government and Capital
 - b. 5-Year Plan Assumptions
 - c. Capital Improvements Plan and Decision Making Process
 - d. Local Government/Schools Joint Efficiency Committee/Study
 - e. Citizen Funding Committee recommendations
 - f. Specific consideration of referendum

Citizen Committee on County Resources

Preamble:

During this past year, through the County's Five-Year Financial Planning process, the County identified a significant gap between its projected growth in revenues and its anticipated expenditure needs for all County services, including schools. This gap existed in all five years of the financial plan and grows more significant over the period. Projected revenue growth is based on assumptions for growth in the economy and the projected increase in property values over the five year period, as well as anticipated State and Federal support. Anticipated expenditure needs are based on a set of assumptions regarding pay and benefits for local government and school staff and an assessment by departments and the school division of their future needs to meet existing and projected growth in demand for services. The projected increase in demand for services is primarily driven by projected population and enrollment growth. Similar to other localities, this increased demand is happening in a time when revenue growth is slow given the existing economic climate. This gap between revenues and expenditures has led to discussion and consideration by Board members, staff and citizens regarding alternatives approaches to assure adequate **resources** are available to meet service demands and community priorities for the future.

Committee Charge:

The charge of the committee is to understand current and future funding challenges and service demands and develop a prioritized set of strategies to meet future resource needs. Strategies may include, but are not limited to, identifying new sources of funding, considering various methods of raising funds and the potential enhancement of existing revenue sources. While examining expenditure priorities will also be an important consideration in ultimately addressing the gap, those options will be separately reviewed by the Board of Supervisors and School Board. The Committee will provide a final report to the Board of Supervisors by the Board's first regular meeting in November for consideration during the Five-Year Financial Plan process.

Committee Membership & Operation of the Committee:

The Committee will be made up of between 8-10 members with background and experience in business or government finance, economics and management and who are not currently serving in public office. Appointments will be made by the Board of Supervisors with input from the School Board.

The Committee will select its own chair to run the meetings and work with staff in coordinating and preparing for meetings. The Committee will be considered a public body and all meetings will be open to the public. Minutes of the meetings will be taken and a web site will be established to provide access to the public of the information and work of the Committee.

Committee Resources and Support

It is anticipated that background and education regarding existing financial policies and conditions and revenue and expenditure projections will be needed at the beginning of the work of the committee. In addition, background will also be provided regarding possible alternative funding sources and other alternatives previously discussed by the Board, staff and citizens, though alternatives considered by the Committee are not limited to these previous considerations.

It is anticipated that primary support will be provided to the Committee by staff from the County Executive's Office and Office of Management and Budget, a contracted facilitator (if needed) and the County's Financial Advisor. It is also anticipated that all departments and the school division will provide support and information to the Committee as needed.

Anticipated general meeting schedule and topics for the work of the Committee:

July – Background on the Challenges Facing the County

Review and understanding of the reasons for the gap – Open public meetings to provide background for the Committee and an update for the Board of Supervisors and School Board

1. Explaining the Gap
 - a. Revenue trends, projections and assumptions
 - i. Local Revenue
 - ii. State and Federal Support

- b. Expenditure assumptions and community changes driving expenditure growth
 - i. Operating expenditures
 - ii. Capital Program – 5-Year CIP; 10 Year Capital Needs Assessment
 - iii. Aspirations for the Future – Vision for the Future and Strategic Plans
 - c. Benchmark comparisons
 - d. Past and present efficiency studies and actions
2. Background and overview of previously discussed alternatives for ‘Funding the Future’
- a. Existing revenue alternatives
 - b. Evaluation of alternative revenue sources
 - c. Taxes by service or other districts
 - d. Voter Referendum to indicate support for tax increases for specific facilities
 - e. Diversifying the tax base - pursuit of State legislative changes
 - f. Other alternatives to enhance resources

August, September, October – Committee Deliberations

Evaluation and consideration of alternatives and development of recommendations

November – Recommendations

Final Report to the Board of Supervisors at the first meeting in November

**RESOLUTION TO APPROVE AN AGREEMENT OF LEASE
BETWEEN ALBEMARLE COUNTY AND THE CHARLOTTESVILLE-ALBEMARLE CONVENTION AND
VISITORS BUREAU (CACVB)**

WHEREAS, the Board finds it is in the best interest of the County to lease a portion of the space at the old Crozet Depot, located at 5791 Three Notch'd Road, Crozet, VA 22932 (TMP 056A2-01-00-024B0), to the CACVB.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute an Agreement of Lease between the County of Albemarle and the CACVB, in a form approved by the County Attorney.

AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made as of May 26, 2015 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the CHARLOTTESVILLE ALBEMARLE CONVENTION AND VISITORS BUREAU ("CACVB"), Tenant.

ARTICLE I. PREMISES AND IMPROVEMENTS

In consideration of the rents and covenants herein set forth, the Landlord hereby leases to Tenant, and Tenant hereby rents from the Landlord, the premises described on Exhibit A attached hereto and made a part hereof together with any and all improvements thereon (the "Leased Premises"). The Leased Premises shall be occupied by the CACVB. Along with any other tenant(s) and/or licensed occupant(s) of the former Crozet Depot (including but not limited to the Crozet Artisan Depot LLC), the Tenant shall also enjoy shared use of and responsibility for the Vestibule, Break Room, Restroom B and Restroom C, as shown on the Exhibit A floor plan.

Though not included in the Leased Premises hereunder, the Tenant may apply to use the Landlord's Rear Room (as shown on the attached Exhibit A floor plan) under the terms outlined in the County's Community Use of County Facilities policy.

ARTICLE II. TITLE: QUIET ENJOYMENT

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

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease Agreement shall begin on the 1st day of July, 2015 (the "Effective Date"), and end on the fifth anniversary of the Effective Date, unless sooner terminated or extended as hereinafter provided. The foregoing notwithstanding, either party may terminate this Lease upon ninety (90) days advance written notice to the other party.

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

Section 3.3. Upfit of Premises. Tenant shall take full responsibility for the upfit of the Leased Premises, including any additional remodeling, ceiling tiles, carpet and interior painting required by Tenant. Prior to occupancy, Tenant shall have access to the Leased Premises beginning June 16, 2015 for purposes of said upfit and move-in. Notwithstanding Section 4.1 herein, Tenant shall neither incur nor be charged any rent between June 16, 2015 and June 30, 2015..

ARTICLE IV. RENT AND TAXES

Section 4.1. Annual Rent. Commencing upon the Effective Date, during the first year of this Lease, Tenant agrees to pay to the Landlord annual rent of SEVEN-THOUSAND FOUR-HUNDRED SIXTY-FIVE DOLLARS (\$7,465.00), payable in equal monthly installments, in advance, on the first day of each month during the term hereof.

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

Section 4.2. Address for Rent Payment. All payments of rent due the Landlord pursuant to Section 4.1 shall be made to the Landlord at the address specified in Section 17.3, or to such other party or at such other address as hereinafter may be designated by the Landlord by written notice delivered to Tenant at least ten (10) days prior to the next ensuing monthly rental payment date.

Section 4.3. Taxes. Throughout the term of this Lease, Tenant shall pay all real property taxes lawfully assessed against its leasehold interest by the County of Albemarle pursuant to *Virginia Code* § 58.1-3203. Such taxes shall be billed to the Tenant and paid by the Tenant directly to the County of Albemarle.

ARTICLE V. UTILITIES AND SERVICES

The Landlord shall provide water, sewer, electricity, and heating and cooling services as part of Tenant's rent. Tenant shall exercise reasonable and responsible care to conserve these utilities. The Tenant agrees that the monthly rent stipulated above may be adjusted to reflect any change in the cost to the Landlord of providing those utility services above. The Landlord shall provide the Tenant with prompt notice of any such change, and shall make available evidence of its actual utility costs. Tenant shall provide snow removal, telephone, custodial, and all other services to the Leased Premises.

ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. Tenant shall have use of the Leased Premises for a visitors' center or other use approved by the Landlord in writing. Tenant shall also have shared use of the shared entrance, Vestibule, Break Room, Restroom B and Restroom C at all times, which areas will not be calculated in the gross square footage for rental purposes.

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

ARTICLE VII. ALTERATIONS, IMPROVEMENTS, FIXTURES AND SIGNS

Section 7.1. Installation by Tenant.

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

(b) Tenant may, from time to time, make interior structural alterations, additions or improvements, only with the Landlord's prior written consent to plans and specifications therefor, which consent shall not be

unreasonably withheld. Upon the expiration or sooner termination of this Lease, the Landlord shall have the option (exercisable upon sixty (60) days notice to Tenant except in the case of a termination of this Lease due to a default by Tenant, in which case no such notice shall be required) to require Tenant to remove at Tenant's sole cost and expense any and all improvements made by Tenant to the Leased Premises or to elect to keep such improvement as the Landlord's property. In the event Tenant is required to remove any improvements, (i) Tenant shall be responsible for the repair of all damage caused by the installation or removal thereof, and (ii) if Tenant fails to properly remove such improvements or provide for the repair of the Leased Premises, the Landlord may perform the same at Tenant's cost and expense.

Section 7.2. Signs. Tenant shall have the right to place signs on the interior or exterior of the Leased Premises, subject to all applicable zoning and sign regulations and with the prior written approval of the Landlord.

ARTICLE VIII MAINTENANCE OF LEASED PREMISES

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

Section 8.2. Right of Entry. The Landlord reserves the right for itself, its agents and employees to enter upon the Leased Premises at any reasonable time to make repairs, alterations or improvements; provided, however, that such repairs, alterations, or improvements shall not unreasonably interfere with Tenant's operations. Such right to enter shall also include the right to enter upon the Leased Premises for the purposes of inspection.

Section 8.3. Surrender of Leased Premises. At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises and all keys for the Leased Premises to the Landlord at the place then fixed for the payment of rent and shall inform the Landlord of all combinations on locks, safes and vaults, if any, which the Landlord has granted permission to have left in the Leased Premises. At such time, the Leased Premises shall be broom clean and in good condition and repair, commensurate with its age. If Tenant leaves any of Tenant's personal property in the Leased Premises, the Landlord, at its option, may remove and store any or all of such property at Tenant's expense or may deem the same abandoned and, in such event, the property deemed abandoned shall become the property of the Landlord.

ARTICLE IX. INSURANCE

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

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

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

Section 9.4. Waiver of Subrogation. Tenant hereby releases the Landlord from any and all liability or responsibility to Tenant or anyone claiming through or under it, by way of subrogation or otherwise, from any loss or damage to property caused by any peril insured under Tenant's policies of insurance covering such property (but only to the extent of the insurance proceeds payable under such policies), even if such loss or damage is attributable to the fault or negligence of the Landlord, or anyone for whom the Landlord may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as any such release shall not adversely affect or impair the releasor's policies or insurance or prejudice the right of the releasor to recover thereunder.

ARTICLE X. WASTE, NUISANCE, COMPLIANCE WITH GOVERNMENTAL REGULATIONS

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

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

ARTICLE XI. FIRE OR OTHER CASUALTY

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

ARTICLE XII. DEFAULT OF TENANT

Section 12.1. Default. The occurrence of any of the following shall be deemed a "default" under this Lease:

- (a) Tenant fails to pay when due any amount of rent, additional rent or other monies due under this Lease, including Articles IV and V, and such payment is not received by the Landlord within ten (10) days after written notice of such failure is received by Tenant; or
- (b) a default in any of the other provisions of this Lease, and such default continues uncured for a period of thirty (30) days after written notice thereof from the Landlord.

Section 12.2. Remedies. In the event of any default or breach hereof by Tenant, the Landlord shall have the right (in addition to all other rights and remedies provided by law) to terminate this Lease or to re-enter and take possession of the Leased Premises, peaceably or by force, and to remove any property therein without liability for damage to and without obligation to store such property, but may store the same at Tenant's expense, and to collect from Tenant all rent then due and which would accrue for the unexpired portion of the term hereof, together with reasonable attorney's fees. In addition, in the event of a failure to pay rent, additional rent or other money within five (5) days of its due date, Tenant shall pay to the Landlord the greater of Twenty-Five and no/100 Dollars (\$25.00) or one half (1/2) of one percent (1%) of such sum for each day after the fifth day such rent or other money is late.

ARTICLE XIII. HOLDING OVER, ASSIGNS, SUCCESSORS

Section 13.1. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month-to-month at the same rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified as far as applicable. If Tenant remains in possession *without* the Landlord's consent after expiration of the

term of this Lease Agreement or its termination, the Tenant shall pay to the Landlord its damages, reasonable attorney's fees and court costs in any action for possession. Tenant shall pay to the Landlord as liquidated damages a sum equal to 200% of the Base Rent then applicable for each month or portion thereof Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease.

Section 13.2. Showing the Leased Premises. During the last ninety (90) days of the term hereof, Tenant shall allow the Landlord, or its agents, to show the Leased Premises to prospective tenants or purchasers at such times as the Landlord may reasonably desire.

Section 13.3. Successors. All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the heirs, executors, administrators, successors and permitted assigns of the parties. All covenants, representations and agreements of the Landlord shall be deemed the covenants, representations and agreements of the fee owner from time to time of the Leased Premises and the Landlord shall be automatically released of all liability under this Lease from and after the date of any sale by the Landlord of the Leased Premises. All covenants, representations and agreements of Tenant shall be deemed the covenants, representations, and agreements of the occupant or occupants of the Leased Premises.

ARTICLE XIV. BROKER'S FEES

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

ARTICLE XV. NO ASSIGNMENT

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

ARTICLE XVI. SUBORDINATION OF LEASE

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

ARTICLE XVII. MISCELLANEOUS

Section 17.1. Waiver. The waiver by the Landlord or Tenant of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance or payment of rent hereunder by the Landlord or Tenant, respectively, shall not be deemed to be a waiver of any breach by Tenant or the Landlord, respectively, of any term, covenant or condition of this Lease regardless of knowledge of such breach at the time of acceptance or payment of such rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by Tenant or the Landlord unless the waiver be in writing signed by the party to be charged thereby.

Section 17.2. Entire Agreement. This Lease, and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the Landlord and Tenant concerning the Leased Premises; and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as

herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced in writing and signed by them.

Section 17.3. Notices. Any notice, demand, request or other instrument which may be, or is required to be given under this Lease, shall be in writing and delivered in person or by United States certified mail, postage prepaid, and shall be addressed:

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

(b) if to Tenant, at
Charlottesville Albemarle Convention and Visitors Bureau
Attn: Executive Director
P.O. Box 178
Charlottesville, VA 22902
or at such other address as Tenant shall designate by written notice.

Section 17.4. Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way do they affect this Lease.

Section 17.5. Partial Invalidity. If any term, covenant or condition of this Lease, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 17.6. Recording. Upon request of either party, a memorandum of lease will be executed and recorded. Such memorandum shall contain any provisions of this Lease which either party requests except for the provisions of Article IV, which shall not be included. The cost of recording such memorandum of lease or a short form hereof shall be borne by the party requesting such recordation.

Section 17.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 17.8. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

TENANT

CHARLOTTESVILLE ALBEMARLE CONVENTION AND VISITORS BUREAU

By: _____
Jason Burch, Chairman

LANDLORD

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

COUNTY OF ALBEMARLE, VIRGINIA

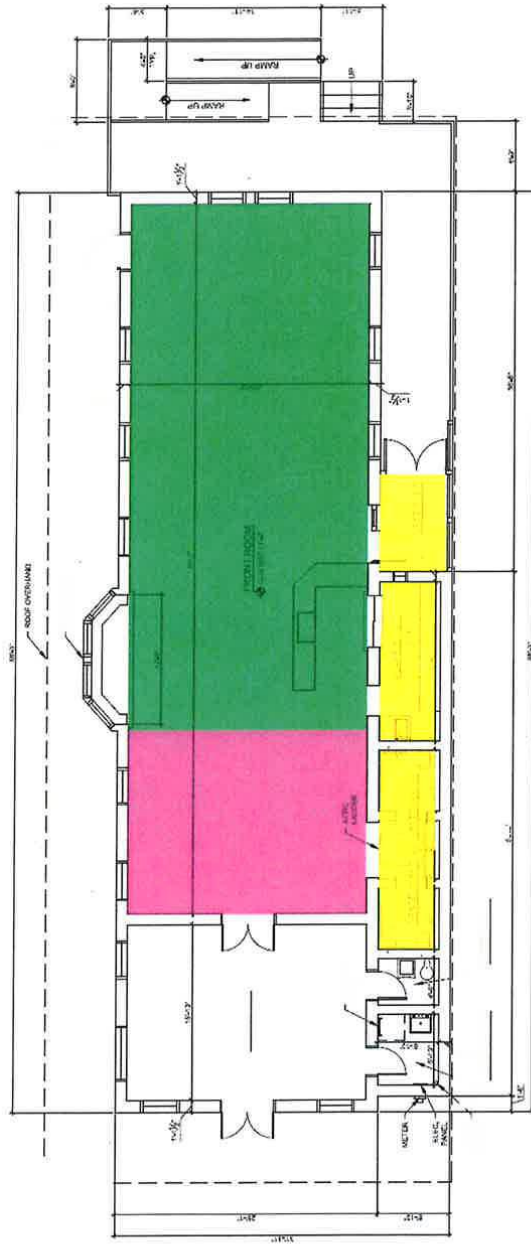
By: _____
Thomas C. Foley, County Executive

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

All that certain space (the "Space") situated in the County of Albemarle, Virginia, located in the Old Crozet Train Depot at 5791 Three Notch'd Road, Crozet, Virginia, containing 456.3 square feet, more or less, shown as "Charlottesville Albemarle Convention and Visitors Bureau Space" on the floor plan attached hereto and incorporated herein. Reference is made to the floor plan for a more particular description of the location of the described space. This Space is a portion of Albemarle County Parcel ID 056A2-01-00-024B0, containing 0.369 acres, more or less.

OLD CROZET TRAIN DEPO
5791 Three Notch'd Road, Crozet, VA 22932



FLOOR PLAN

- Shared Space - 301.9 sq ft
- Crozet Artisan's Leased Space - 1,100 sq ft
- Charlottesville Albemarle Convention and Visitors Bureau ased

**RESOLUTION TO APPROVE AN AGREEMENT OF LEASE
BETWEEN ALBEMARLE COUNTY AND THE CROZET ARTISAN DEPOT LLC**

WHEREAS, the Board finds it is in the best interest of the County to lease a portion of the space at the old Crozet Depot, located at 5791 Three Notch'd Road, Crozet, VA 22932 (TMP 056A2-01-00-024B0), to Crozet Artisan Depot, LLC.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute an Agreement of Lease between the County of Albemarle and Crozet Artisan Depot, LLC, in a form approved by the County Attorney.

AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made as of May 12, 2015 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the CROZET ARTISAN DEPOT LLC, Tenant.

ARTICLE I. PREMISES AND IMPROVEMENTS

In consideration of the rents and covenants herein set forth, the Landlord hereby leases to Tenant, and Tenant hereby rents from the Landlord, the premises described on Exhibit A attached hereto and made a part hereof together with any and all improvements thereon (the "Leased Premises"). The Leased Premises shall be occupied by Crozet Artisan Depot LLC. Along with any other tenant(s) and/or licensed occupant(s) of the former Crozet Depot (including but not limited to the Charlottesville-Albemarle Convention and Visitors Bureau), the Tenant shall also enjoy shared use of and responsibility for the Vestibule, Break Room, Restroom B and Restroom C, as shown on the Exhibit A floor plan.

Though not included in the Leased Premises hereunder, the Tenant may apply to use the Landlord's Rear Room (as shown on the attached Exhibit A floor plan) on the same basis and for the same fee as other users of County-owned facilities.

ARTICLE II. TITLE: QUIET ENJOYMENT

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

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease Agreement shall begin on the 1st day of July, 2015 (the "Effective Date"), and end at the end of the 30th day of June, 2020, unless sooner terminated or extended as hereinafter provided. The foregoing notwithstanding, either party may terminate this Lease upon ninety (90) days advance written notice to the other party.

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

Section 3.3. Upfit of Premises. Tenant shall take full responsibility for the upfit of the Leased Premises, including any additional remodeling, ceiling tiles, carpet and interior painting required by Tenant. Prior to occupancy, Tenant shall have access to the Leased Premises beginning June 16, 2015 for purposes of said upfit and move-in. Notwithstanding Section 4.1 herein, Tenant shall neither incur nor be charged any rent between June 16, 2015 and June 30, 2015

ARTICLE IV. RENT AND TAXES

Section 4.1. Annual Rent. Commencing upon the Effective Date, during the first year of this Lease, Tenant agrees to pay to the Landlord annual rent of SEVENTEEN-THOUSAND NINE-HUNDRED NINETY-SIX DOLLARS (\$17,996.00), payable in equal monthly installments, in advance, on the first day of each month during the term hereof.

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

Section 4.2. Address for Rent Payment. All payments of rent due the Landlord pursuant to Section 4.1 shall be made to the Landlord at the address specified in Section 17.3, or to such other party or at such other address as hereinafter may be designated by the Landlord by written notice delivered to Tenant at least ten (10) days prior to the next ensuing monthly rental payment date.

Section 4.3. Taxes. Throughout the term of this Lease, Tenant shall pay all real property taxes lawfully assessed against its leasehold interest by the County of Albemarle pursuant to *Virginia Code* § 58.1-3203. Such taxes shall be billed to the Tenant and paid by the Tenant directly to the County of Albemarle.

ARTICLE V. UTILITIES AND SERVICES

The Landlord shall provide water, sewer, electricity, and heating and cooling services as part of Tenant's rent. Tenant shall exercise reasonable and responsible care to conserve these utilities. The Tenant agrees that the monthly rent stipulated above may be adjusted to reflect any change in the cost to the Landlord of providing those utility services above. The Landlord shall provide the Tenant with prompt notice of any such change, and shall make available evidence of its actual utility costs. Tenant shall provide snow removal, telephone, custodial, and all other services to the Leased Premises.

ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. Tenant shall have use of the Leased Premises for an art gallery or other use approved by the Landlord in writing. Tenant shall also have shared use of the shared entrance, Vestibule, Break Room, Restroom B and Restroom C at all times, which areas will not be calculated in the gross square footage for rental purposes.

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

ARTICLE VII. ALTERATIONS, IMPROVEMENTS, FIXTURES AND SIGNS

Section 7.1. Installation by Tenant.

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

(b) Tenant may, from time to time, make interior structural alterations, additions or improvements, only with the Landlord's prior written consent to plans and specifications therefor, which consent shall not be unreasonably withheld. Upon the expiration or sooner termination of this Lease, the Landlord shall have the

option (exercisable upon sixty (60) days notice to Tenant except in the case of a termination of this Lease due to a default by Tenant, in which case no such notice shall be required) to require Tenant to remove at Tenant's sole cost and expense any and all improvements made by Tenant to the Leased Premises or to elect to keep such improvement as the Landlord's property. In the event Tenant is required to remove any improvements, (i) Tenant shall be responsible for the repair of all damage caused by the installation or removal thereof, and (ii) if Tenant fails to properly remove such improvements or provide for the repair of the Leased Premises, the Landlord may perform the same at Tenant's cost and expense.

Section 7.2. Signs. Tenant shall have the right to place signs on the interior or exterior of the Leased Premises, subject to all applicable zoning and sign regulations and with the prior written approval of the Landlord.

ARTICLE VIII MAINTENANCE OF LEASED PREMISES

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

Section 8.2. Right of Entry. The Landlord reserves the right for itself, its agents and employees to enter upon the Leased Premises at any reasonable time to make repairs, alterations or improvements; provided, however, that such repairs, alterations, or improvements shall not unreasonably interfere with Tenant's operations. Such right to enter shall also include the right to enter upon the Leased Premises for the purposes of inspection.

Section 8.3. Surrender of Leased Premises. At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises and all keys for the Leased Premises to the Landlord at the place then fixed for the payment of rent and shall inform the Landlord of all combinations on locks, safes and vaults, if any, which the Landlord has granted permission to have left in the Leased Premises. At such time, the Leased Premises shall be broom clean and in good condition and repair, commensurate with its age. If Tenant leaves any of Tenant's personal property in the Leased Premises, the Landlord, at its option, may remove and store any or all of such property at Tenant's expense or may deem the same abandoned and, in such event, the property deemed abandoned shall become the property of the Landlord.

ARTICLE IX. INSURANCE

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

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

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

Section 9.4. Waiver of Subrogation. Tenant hereby releases the Landlord from any and all liability or responsibility to Tenant or anyone claiming through or under it, by way of subrogation or otherwise, from

any loss or damage to property caused by any peril insured under Tenant's policies of insurance covering such property (but only to the extent of the insurance proceeds payable under such policies), even if such loss or damage is attributable to the fault or negligence of the Landlord, or anyone for whom the Landlord may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as any such release shall not adversely affect or impair the releasor's policies or insurance or prejudice the right of the releasor to recover thereunder.

ARTICLE X. WASTE, NUISANCE, COMPLIANCE WITH GOVERNMENTAL REGULATIONS

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

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

ARTICLE XI. FIRE OR OTHER CASUALTY

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

ARTICLE XII. DEFAULT OF TENANT

Section 12.1. Default. The occurrence of any of the following shall be deemed a "default" under this Lease:

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

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

Section 12.2. Remedies. In the event of any default or breach hereof by Tenant, the Landlord shall have the right (in addition to all other rights and remedies provided by law) to terminate this Lease or to re-enter and take possession of the Leased Premises, peaceably or by force, and to remove any property therein without liability for damage to and without obligation to store such property, but may store the same at Tenant's expense, and to collect from Tenant all rent then due and which would accrue for the unexpired portion of the term hereof, together with reasonable attorney's fees. In addition, in the event of a failure to pay rent, additional rent or other money within five (5) days of its due date, Tenant shall pay to the Landlord the greater of Twenty-Five and no/100 Dollars (\$25.00) or one half (1/2) of one percent (1%) of such sum for each day after the fifth day such rent or other money is late.

ARTICLE XIII. HOLDING OVER, ASSIGNS, SUCCESSORS

Section 13.1. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month-to-month at the same rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified as far as applicable. If Tenant remains in possession *without* the Landlord's consent after expiration of the term of this Lease Agreement or its termination, the Tenant shall pay to the Landlord its damages, reasonable attorney's fees and court costs in any action for possession. Tenant shall pay to the Landlord as

liquidated damages a sum equal to 200% of the Base Rent then applicable for each month or portion thereof Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease.

Section 13.2. Showing the Leased Premises. During the last ninety (90) days of the term hereof, Tenant shall allow the Landlord, or its agents, to show the Leased Premises to prospective tenants or purchasers at such times as the Landlord may reasonably desire.

Section 13.3. Successors. All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the heirs, executors, administrators, successors and permitted assigns of the parties. All covenants, representations and agreements of the Landlord shall be deemed the covenants, representations and agreements of the fee owner from time to time of the Leased Premises and the Landlord shall be automatically released of all liability under this Lease from and after the date of any sale by the Landlord of the Leased Premises. All covenants, representations and agreements of Tenant shall be deemed the covenants, representations, and agreements of the occupant or occupants of the Leased Premises.

ARTICLE XIV. BROKER'S FEES

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

ARTICLE XV. NO ASSIGNMENT

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

ARTICLE XVI. SUBORDINATION OF LEASE

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

ARTICLE XVII. MISCELLANEOUS

Section 17.1. Waiver. The waiver by the Landlord or Tenant of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance or payment of rent hereunder by the Landlord or Tenant, respectively, shall not be deemed to be a waiver of any breach by Tenant or the Landlord, respectively, of any term, covenant or condition of this Lease regardless of knowledge of such breach at the time of acceptance or payment of such rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by Tenant or the Landlord unless the waiver be in writing signed by the party to be charged thereby.

Section 17.2. Entire Agreement. This Lease, and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the Landlord and Tenant concerning the Leased Premises; and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced in writing and signed by them.

Section 17.3. Notices. Any notice, demand, request or other instrument which may be, or is required to be given under this Lease, shall be in writing and delivered in person or by United States certified mail, postage prepaid, and shall be addressed:

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

(d) if to Tenant, at
Crozet Artisan Depot LLC
c/o Gillian Ritchie Ruffa, Registered Agent
13903 James Madison Hwy
Palmyra VA 22963
or at such other address as Tenant shall designate by written notice.

Section 17.4. Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way do they affect this Lease.

Section 17.5. Partial Invalidity. If any term, covenant or condition of this Lease, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 17.6. Recording. Upon request of either party, a memorandum of lease will be executed and recorded. Such memorandum shall contain any provisions of this Lease which either party requests except for the provisions of Article IV, which shall not be included. The cost of recording such memorandum of lease or a short form hereof shall be borne by the party requesting such recordation.

Section 17.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 17.8. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

TENANT

CROZET ARTISAN DEPOT LLC

By: _____
Gillian Ritchie Ruffa, Registered Agent

LANDLORD

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

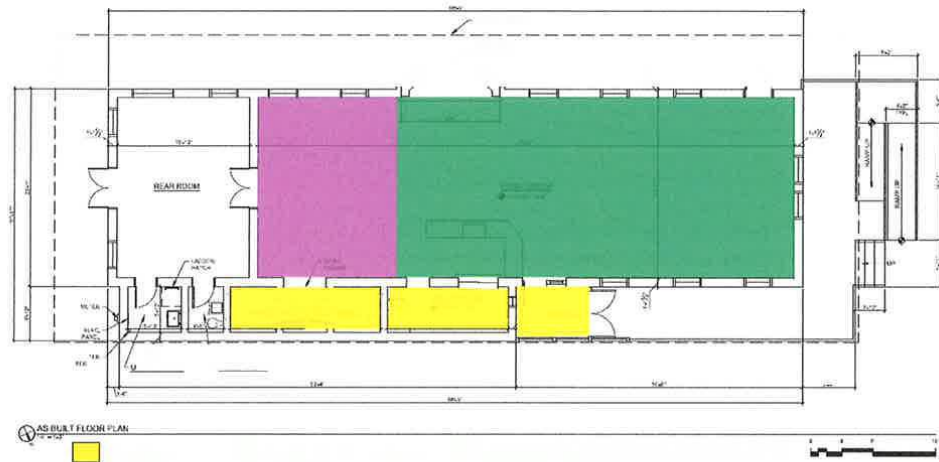
COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Thomas C. Foley, County Executive

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

All that certain space (the "Space") situated in the County of Albemarle, Virginia, located in the Old Crozet Train Depot at 5791 Three Notch'd Road, Crozet, Virginia, containing 1,100 square feet, more or less, shown as "Crozet Artisan's Leased Space" on the floor plan attached hereto and incorporated herein. Reference is made to the floor plan for a more particular description of the location of the described space. This Space is a portion of Albemarle County Parcel ID 056A2-01-00-024B0, containing 0.369 acres, more or less.



**RESOLUTION TO APPROVE AN AGREEMENT OF LEASE
BETWEEN ALBEMARLE COUNTY AND STAENGL ENGINEERING, LLC**

WHEREAS, the Board finds it is in the best interest of the County to lease a portion of the space on the first floor of the Crozet Library, located at 2020 Library Avenue, Crozet, VA 22932 (TMP 056A2-01-00-01800), to Staengl Engineering, LLC.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute an Agreement of Lease between the County of Albemarle and Staengl Engineering, LLC, in a form approved by the County Attorney.

AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made as of May 12, 2015 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the STAENGL ENGINEERING LLC, Tenant.

ARTICLE I. PREMISES AND IMPROVEMENTS

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

ARTICLE II. TITLE: QUIET ENJOYMENT

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

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease Agreement shall begin on the 1st day of July, 2015 (the "Effective Date"), and end on the fifth anniversary of the Effective Date, unless sooner terminated or extended as hereinafter provided. The foregoing notwithstanding, after June 30, 2016, either party may terminate this Lease upon ninety (90) days advance written notice to the other party.

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

Section 3.3. Upfit of Premises. Tenant shall take full responsibility for the upfit of the Leased Premises, including any additional remodeling, ceiling tiles, carpet and interior painting required by Tenant. Prior to occupancy, Tenant shall have access to the Leased Premises beginning July 1, 2015 for purposes of said upfit and move-in. Notwithstanding Section 4.1 herein, Tenant shall neither incur nor be charged any rent between July 1, 2015 and July 15, 2015.

ARTICLE IV. RENT AND TAXES

Section 4.1. Annual Rent. Commencing upon the Effective Date, during the first year of this Lease, Tenant agrees to pay to Landlord annual rent of \$19,581.87, payable in equal monthly installments, in advance, on the first day of each month during the term hereof.

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

Section 4.2. Address for Rent Payment. All payments of rent due Landlord pursuant to Section 4.1 shall be made to Landlord at the address specified in Section 17.3, or to such other party or at such other address as hereinafter may be designated by Landlord by written notice delivered to Tenant at least ten (10) days prior to the next ensuing monthly rental payment date.

Section 4.3. Taxes. Throughout the term of this Lease, Tenant shall pay all real property taxes lawfully assessed against its leasehold interest by the County of Albemarle pursuant to *Virginia Code* § 58.1-3203. Such taxes shall be billed to the Tenant and paid by the Tenant directly to the County of Albemarle.

ARTICLE V. UTILITIES AND SERVICES

Landlord shall provide water, sewer, electricity, and heating and cooling services as part of Tenant's rent. Landlord shall further provide custodial services (to common areas only) and arrange for the regular collection of a shared dumpster as part of Tenant's rent. Tenant shall exercise reasonable and responsible care to conserve these utilities. The Tenant agrees that the monthly rent stipulated above may be adjusted to reflect any change in the cost to the Landlord of providing those utility services above. The Landlord shall provide the Tenant with prompt notice of any such change, and shall make available evidence of its actual utility costs. Tenant shall provide telephone, custodial, and all other services to the Leased Premises.

ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. Tenant shall have use of the Leased Premises for a professional office or other use approved by Landlord in writing and not inconsistent with Landlord's Library use. Tenant shall also have use of the elevators and main entry corridors during Library operating hours, and of the shared entrance from Crozet Avenue at all times, which areas will not be calculated in the gross square footage for rental purposes.

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

ARTICLE VII. ALTERATIONS, IMPROVEMENTS, FIXTURES AND SIGNS

Section 7.1. Installation by Tenant.

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

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

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Section 8.3. Surrender of Leased Premises. At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises and all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, which Landlord has granted permission to have left in the Leased Premises. At such time, the Leased Premises shall be broom clean and in good condition and repair, commensurate with its age. If Tenant leaves any of Tenant's personal property in the Leased Premises, Landlord, at its option, may remove and store any or all of such property at Tenant's expense or may deem the same abandoned and, in such event, the property deemed abandoned shall become the property of Landlord.

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against, at standard rates under policies of insurance commonly referred to and known as "extended coverage," as the same may exist from time to time. Landlord agrees to name Tenant as an additional insured on such policy, as its interest may appear. Tenant shall be responsible for insuring its personal property (including its equipment and inventory) kept on the Leased Premises.

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Section 13.3. Successors. All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the heirs, executors, administrators, successors and permitted assigns of the parties. All covenants, representations and agreements of Landlord shall be deemed the covenants, representations and agreements of the fee owner from time to time of the Leased Premises and Landlord shall be automatically released of all liability under this Lease from and after the date of any sale by Landlord of the Leased Premises. All covenants, representations and agreements of Tenant shall be deemed the covenants, representations, and agreements of the occupant or occupants of the Leased Premises.

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

ARTICLE XV. NO ASSIGNMENT

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

ARTICLE XVI. SUBORDINATION OF LEASE

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

ARTICLE XVII. MISCELLANEOUS

Section 17.1. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance or payment of rent hereunder by Landlord or Tenant, respectively, shall not be deemed to be a waiver of any breach by Tenant or Landlord, respectively, of any term, covenant or condition of this Lease regardless of knowledge of such breach at the time of acceptance or payment of such rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by Tenant or Landlord unless the waiver be in writing signed by the party to be charged thereby.

Section 17.2. Entire Agreement. This Lease, and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises; and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced in writing and signed by them.

Section 17.3. Notices. Any notice, demand, request or other instrument which may be, or is required to be given under this Lease, shall be in writing and delivered in person or by United States certified mail, postage prepaid, and shall be addressed:

- (e) if to Landlord, at
County of Albemarle
County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
or at such other address as Landlord may designate by written notice;
- (f) if to Tenant, at
Staengl Engineering LLC
c/o Galen Staengl, Registered Agent
826-B Hinton Ave.
Charlottesville, VA 22902
or at such other address as Tenant shall designate by written notice.

Section 17.4. Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the

scope or intent of such sections of this Lease nor in any way do they affect this Lease.

Section 17.5. Partial Invalidity. If any term, covenant or condition of this Lease, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 17.6. Recording. Upon request of either party, a memorandum of lease will be executed and recorded. Such memorandum shall contain any provisions of this Lease which either party requests except for the provisions of Article IV, which shall not be included. The cost of recording such memorandum of lease or a short form hereof shall be borne by the party requesting such recordation.

Section 17.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 17.8. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

TENANT

STAENGL ENGINEERING LLC

By: _____
Galen Staengl, Registered Agent

LANDLORD

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

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Thomas C. Foley, County Executive

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

All that certain space (the "Space") situated in the County of Albemarle, Virginia, located on the Ground Floor of 2020 Library Avenue, Crozet, Virginia, containing 1038 square feet, more or less, shown as "Leased Area" on the floor plan attached hereto and incorporated herein. Reference is made to the floor plan for a more particular description of the location of the described space. This Space is a portion of Albemarle County Parcel ID 056A2-01-00-01800, containing 1.41 acres, more or less.

**Resolution to Appropriate FY 16 On-going Funding of Multi-Year Capital Projects
For the Fiscal Year Ending June 30, 2016
Appropriation # 2016001**

Whereas, purchase orders and contracts encumbered at the end of the fiscal year must be carried over into the next year for payments; and

Whereas, capital and special revenue projects that are not completed within one fiscal year necessitate the budgeting and appropriation of the remaining balance of project funds from one fiscal year to the succeeding fiscal year;

Whereas, the encumbrances are estimated at \$13,068,479.23 as of June 30, 2015, and approval of an estimated remaining balance of \$30,437,271.02 for unencumbered capital project balances and special revenue project balances will give the responsible departments and agencies continuous access to project funding; and

Whereas, the total amount of estimated encumbrances and unencumbered capital project balances and special revenue project balances is \$43,505,750.25 set forth as follows:

Total School Division Capital Improvement Fund:

School Division Capital Improvement Fund Appropriations

Administrative Technology	\$109,221.35
Agnor Hurt Elementary School Addition/Renovation	\$2,127,041.20
CATEC Contingency	\$144,700.00
Henley Middle School Auxiliary Gym Addition	\$2,218,992.30
Learning Space Modernization (Contemporary Learning Spaces)	\$42,918.77
School Bus Replacement Program	\$1,195,920.00
School Maintenance/Replacement	\$2,101,244.84
School Security Improvements Program	\$115,720.58
State Technology Grant	\$21,280.20
Telecommunications Network Upgrade	\$743,925.65
Total School Division Capital Improvement Fund Appropriations	\$8,820,964.89

School Division Capital Improvement Fund Sources

Revenue From Local Sources (Other Transfers)	\$493,832.00
Revenue From the Commonwealth	\$21,280.20
Borrowed Proceeds	\$5,371,573.00
Use of Fund Balance	\$2,934,279.69
Total School Division Capital Improvement Fund Sources	\$8,820,964.89

Total General Government Capital Improvement Fund:

General Government Capital Improvement Fund Appropriations

ACE Program	\$745,153.61
City-County Owned Facilities Maintenance/Replacement	\$517,405.76
City-County Owned Parks Maintenance/Replacement	\$24,790.34
Computer Assisted Mass Appraisal	\$208,474.84
Convenience Centers Studies-Solid Waste/Recycling	\$32,420.00
Cory Farm Greenway Connector	\$46,010.00

County Owned Parks Maintenance/Replacement	\$287,175.60
County Server Infrastructure Upgrade	\$89,699.08
County View Project	\$8,339.12
<i>General Government Capital Improvement Fund Appropriations Continued</i>	
County-Owned Facilities Maintenance/Replacement	\$1,360,559.18
Court Facilities Addition/Renovation	\$2,281,756.00
Court Facilities Interim Modification	\$150,000.00
Crozet Library Facility	\$43,483.51
Crozet Streetscape Phase II	\$97,969.81
Earlsville Traffic Study	\$7,900.00
ECC Emergency Telephone System	\$1,323,070.98
ECC Integrated Public Safety Technology Project CAD	\$4,741,153.23
HR/Finance/Economic Development Office Renovations	\$298,071.75
GIS Project	\$360,712.73
Greenway Program	\$19,622.08
Increased Redundant Internet Services	\$28,000.00
Keene Landfill	\$30,000.00
Microsoft Upgrade	\$42,018.36
Pantops Master Plan	\$108,731.45
Police County 800Mhz Radio Replacements	\$533,734.26
Police Mobile Data Computers Replacement	\$90,000.00
Police Technology Upgrade	\$432,022.92
Preddy Creek Park Phase II	\$86,250.00
Records Management System	\$101,577.45
Recreation Facility – YMCA Contribution	\$2,030,000.00
Rio Property-Northside Library & Storage	\$404,039.89
Rivanna Master Plan	\$50,000.00
Roadway Landscaping	\$53,578.30
Sidewalk, Crozet Avenue North	\$916,207.24
Sidewalk, Fontaine Avenue	\$87,224.66
Sidewalk, Hollymead-Powell Creek Drive	\$187,699.24
Sidewalk, Hydraulic & Barracks Rd	\$1,749,913.08
Sidewalk, Ivy Road (US Route 250 West)	\$1,200,000.00
Sidewalk, Old Lynchburg Road	\$250,000.00
Sidewalk, South Pantops Dr/State Farm Blvd	\$742,962.59
Sidewalks, Rio Road - Avon St - US Route 250 West	\$3,533,492.00
Street Improvement – Local	\$1,666.67
Sunridge Road	\$6,696.42
Tax/Rev System Replacement	\$9,612.53
Telephony Solution Replacement (Previously PBX Replacement)	\$40,865.47
Voter Registration COB5 Renovation	\$28,851.72
Voting Machine Replacements	\$301,258.18
Transfer to Fire Rescue	\$100,000.00
Total General Government Capital Improvement Fund Appropriations	\$25,790,170.05

General Government Capital Improvement Fund Sources	
Revenue From Local Sources (Other Transfers)	\$2,189,796.06
Revenue From Other Local Sources	\$3,301,082.68
Revenue From the Commonwealth	\$2,783,866.49
Revenue From the Federal Government	\$41,327.09
Borrowed Proceeds	\$6,780,833.00
Use of Fund Balance	\$10,693,264.73
Total General Government Capital Improvement Fund Sources	\$25,790,170.05

Total Regional Firearms Training Center Capital Improvement Fund:

Regional Firearms Training Center Capital Improvement Fund Appropriations	
Regional Firearms Training Center	\$5,431,902.53
Total Regional Firearms Training Center Capital Improvement Fund Appropriations	\$5,431,902.53

Regional Firearms Training Center Capital Improvement Fund Sources	
Revenue From Other Local Sources	\$1,553,539.00
Revenue From the Federal Government	\$1,942,334.00
Borrowed Proceeds	\$955,866.38
Use of Fund Balance	\$980,163.15
Total Regional Firearms Training Center Capital Improvement Fund Sources	\$5,431,902.53

Total Fire Rescue Service Capital Improvement Fund:

Fire Rescue Service Capital Improvement Fund Appropriations	
Apparatus Replacement Program	\$1,670,577.07
ERVFC Facility Maintenance	\$100,000.00
Fire Rescue Mobile Data Computers Repl	\$20,924.35
Ivy Fire Station	\$180,860.12
Seminole Trail VFD Renovation/Addition	\$164,396.48
Total Fire Rescue Service Capital Improvement Fund Appropriations	\$2,136,758.02

Fire Rescue Service Capital Improvement Fund Sources	
Revenue From Local Sources (Other Transfers)	\$100,000.00
Borrowed Proceeds	\$2,082,770.75
Use of Fund Balance	-\$46,012.73
Total Fire Rescue Service Capital Improvement Fund Sources	\$2,136,758.02

Total Water Resources Capital Improvement Fund:

Water Resources Capital Improvement Fund Appropriations

Carrsbrook Sinkhole Repair	\$154,225.00
Church Road Basin	\$110,859.43
Dam Break Study 2015	\$103,830.00
Hollymead Dam Spillway Improvement	\$27,502.00
Stormwater Management Program	\$16,648.06
Stormwater Multi-Facility Maintenance/Enhancement	\$151,823.84
Stormwater TMDL Study	\$130,310.80
WAHS Stormwater Improvement	\$6,177.53
Total Water Resources Capital Improvement Fund Appropriations	\$701,376.66

Water Resources Capital Improvement Fund Sources

Revenue From Local Sources (Other Transfers)	\$87,962.00
Revenue From the Commonwealth	\$73,254.38
Borrowed Proceeds	\$9,770.00
Use of Fund Balance	\$530,390.28
Total Water Resources Capital Improvement Fund Sources	\$701,376.66

Total Special Revenue Fund:

Special Revenue Fund Appropriations

Ch'ville-Alb Joint Health Center Fund	\$48,960.00
Albemarle Place-Stonefield Proffer Fund	\$1,125,333.00
Avinity Proffer Fund	\$122,413.04
Avon Park Proffer Fund	\$64,596.33
Estes Park Proffer Fund	\$235,332.30
Grayrock Proffer Fund	\$946.96
Grayrock West Proffer Fund	\$63,382.72
Haden Place Proffer Fund	\$23,100.00
Hollmead Area C Proffer Fund	\$62,264.79
Hollymead Area D Proffer Fund	\$31,146.37
Hollmead Town Center A1 Proffer Fund	\$31,056.42
Liberty Hall Proffer Fund	\$32,089.50
MJH @ Peter Jefferson Proffer Fund	\$369,503.00
North Pointe Proffer Fund	\$8,451.43
Old Trail Village Proffer Fund	\$34,019.00
UVA Research Park Proffer Fund	\$117.72
Westhall 1.2 Proffer Fund	\$9,858.71
Westhall 3.3 Proffer Fund	\$3,170.90
Wickham Pond Proffer Fund	\$48,832.17
Wickham Pond II Proffer Fund	\$100,257.00
Willow Glen Proffer Fund	\$268,796.70
Water Resources Fund	\$87,962.00
Total Special Revenue Fund Appropriations	\$2,771,590.06

Special Revenue Fund Sources

Use of Fund Balance	\$2,771,590.06
Total Special Revenue Fund Sources	\$2,771,590.06

Whereas, approval of an estimated remaining balance amount at the beginning of the fiscal year facilitates the payment of outstanding bills and ensures continuity of ongoing projects; and

Whereas, a properly advertised public hearing was held on June 3, 2015 on the proposed amendment to the FY 16 budget and all interested citizens were heard;

Now, therefore, be it resolved that the Albemarle County Board of Supervisors:

1. Does hereby budget and appropriate the remaining balance of \$43,505,750.25 for encumbered purchase orders and contracts and the unencumbered capital and special revenue project balances of June 30, 2015, as set forth above;
2. Does hereby authorize the County Executive to adjust this amount downward, if necessary, to accurately reflect the actual encumbered amounts and actual unencumbered capital and special revenue project amounts at the end of FY 15; and
3. Does hereby authorize the County Executive to close out a Capital project and transfer any unencumbered residual funds to the Capital Improvement Fund fund balance.

This resolution shall become effective on July first, two thousand and fifteen.

ORDINANCE NO. 15-2(1)

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 2, ADMINISTRATION, ARTICLE II, BOARD OF SUPERVISORS, 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 2, Administration, Article II, Board of Supervisors, of the Code of the County of Albemarle, Virginia, is hereby amended and reordained by amending Section 2-202, Compensation of Board of Supervisors, as follows:

CHAPTER 2. ADMINISTRATION

ARTICLE II. BOARD OF SUPERVISORS

Sec. 2-202 Compensation of board of supervisors.

The salary of the board of supervisors shall be fifteen thousand six hundred thirty-three dollars (\$15,633.00) for each board member effective July 1, 2015. In addition to the regular salary, the vice-chairman shall receive a stipend of thirty-five dollars (\$35.00) for each and every meeting chaired and the chairman shall receive an annual stipend of one thousand eight hundred dollars (\$1,800.00).

(6-13-84; 5-8-85; 5-14-86; 7-1-87; 7-6-88; 6-7-89; Ord. of 6-13-90; Ord. of 8-1-90; Ord. of 8-7-91; Ord. of 7-1-92; Ord. No. 95-2(1), 6-14-95; Ord. No. 98-2(1), 6-17-98; Code 1988, § 2-2.1; Ord. 98-A(1), 8-5-98; Ord. No. 99-2(1), 5-5-99; Ord. No. 00-2(1), 6-7-00; Ord. 01-2(2), 6-6-01; Ord. 02-2(2), 5-1-02; Ord. 03-2(1), 6-4-03; Ord. 04-2(1), 6-2-04; Ord. 05-2(1), 6-1-05, Ord. 06-2(1), 6-7-06; Ord. 07-2(1), 6-6-07; Ord. 08-2(2), 6-4-08; Ord. 11-2(1), 5-4-11; Ord. 12-2(1), 5-2-12; Ord. 13-2(1), 5-1-13)

State law reference--Compensation of board of supervisors, Va. Code § 15.2-1414.3.

This ordinance shall be effective on and after July 1, 2015.

ORDINANCE NO. 15-18(4)

AN ORDINANCE TO AMEND CHAPTER 18, ZONING, ARTICLE I, GENERAL REGULATIONS, ARTICLE II, BASIC REGULATIONS, AND ARTICLE III, DISTRICT REGULATIONS, 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 Regulations, Article II, Basic Regulations, and Article III, District Regulations, are hereby amended and reordained as follows:

By Amending:

- Sec. 3.1 Definitions
- Sec. 13.3 Area and bulk regulations
- Sec. 14.3 Area and bulk regulations
- Sec. 15.3 Area and bulk regulations
- Sec. 16.3 Area and bulk regulations
- Sec. 16.6 Building separation
- Sec. 17.3 Area and bulk regulations
- Sec. 17.6 Building separation
- Sec. 17.8 Height regulations
- Sec. 18.3 Area and bulk regulations
- Sec. 18.6 Building separation
- Sec. 18.8 Height regulations
- Sec. 19.7 Height regulations
- Sec. 19.8 Building separation
- Sec. 19.9 Setback and yard regulations
- Sec. 20.8.4 Height regulations
- Sec. 20.8.5 Building separation
- Sec. 20.8.6 Setback and yard regulations
- Sec. 21.4 Height regulations
- Sec. 21.7 Minimum yard requirements
- Sec. 21.9 Building separation
- Sec. 26.4 Structure height and setback
- Sec. 26.5 Minimum yards

By Adding:

- Sec. 4.19 Setbacks and setbacks in residential districts
- Sec. 4.20 Setbacks and setbacks in conventional commercial and industrial districts

Article I. General Provisions

Sec. 3.1 Definitions.

...

Infill: As used in section 4.19, when forty percent (40%) or more, in the aggregate, of the residentially zoned lots fronting on a street are developed within five hundred (500) feet in both directions of the subject lot having less than one hundred twenty (120) feet of frontage on the same street at the time that it is developed.

...

Setback: The distance by which any building or structure is separated from any street, road, access easement, or lot line. (Amended 7-1-81)

...

(§ 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)

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

Article II. Basic Regulations

Sec. 4.19 Setbacks and stepbacks in residential districts

The following shall apply within the R-1, R-2, R-4, R-6, R-10, and R-15 districts:

Infill: Setbacks	
Front-Minimum	Closest setback of an existing structure within 500 feet in each direction along street fronted
Front-Maximum	None
Garage-Minimum	Front loading garage: 18 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way Side loading garage: Closest setback of an existing structure within 500 feet in each direction along street fronted
Garage-Maximum	None
Side-Minimum	10 feet, unless the building shares a common wall; provided that in the R-10 and R-15 districts if the abutting lot is zoned residential other than R-10 and R-15, Rural Areas, or the Monticello Historic district, any dwelling unit that exceeds 35 feet in height shall be set back 10 feet plus one foot for each foot the dwelling unit exceeds 35 feet in height
Side-Maximum	None
Rear-Minimum	20 feet
Rear- Maximum	None
Infill: Stepbacks	
Front	Floors above 40 feet or the third story, whichever is less, shall be stepped back a minimum of 15 feet
Side and Rear	None
Non-Infill: Setbacks	
Front-Minimum	5 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way
Front-Maximum	In the R-1 and R-2 districts: None In the R-4, R-6, R-10, and R-15 districts: 25 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way; none, on any lot abutting a principal arterial highway

Garage-Minimum	Front loading garage: 18 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way Side loading garage: 5 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way
Garage-Maximum	None
Side-Minimum	None; see Non-Infill Building Separation
Side-Maximum	None
Rear-Minimum	20 feet
Rear- Maximum	None
Non-Infill: Building Separation	
Minimum	10 feet, unless the building shares a common wall; provided that in the R-10 and R-15 districts if the abutting lot is zoned residential other than R-10 and R-15, rural areas, or the Monticello Historic district, any building that exceeds 35 feet in height shall be separated from any other building by 10 feet plus one foot for each foot the building exceeds 35 feet in height
Side-Maximum	None
Non-Infill: Stepbacks	
Front	Floors above 40 feet or the third story, whichever is less, shall be stepped back a minimum of 15 feet
Side and Rear	None

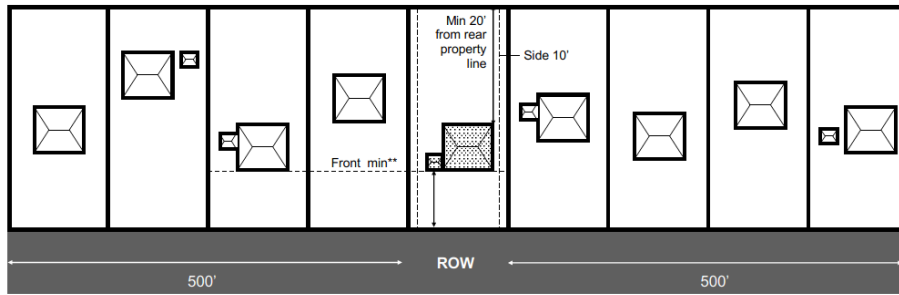
1. Whether a site is an infill or non-infill development, and the minimum and maximum setback, shall be determined by the zoning administrator as an official determination provided to the owner.
2. Any minimum setback and any minimum building separation for a side yard, may be reduced by special exception.
3. The maximum front setback for a non-infill development shall be increased to the depth necessary to avoid existing utilities, significant existing vegetation steep slopes, perennial and intermittent streams, stream buffers, public spaces and public plazas shown as such on an approved site plan or subdivision plat, to satisfy a condition of a certificate of appropriateness, and in circumstances where there are multiple dwellings on the same lot and prevailing development patterns..
4. The maximum front setback for a non-infill development may be increased by special exception to accommodate low impact design, unique parking or circulation plans, or a unique target market design.
5. The minimum 15 foot stepback may be reduced by special exception.
6. Notwithstanding section 4.6.3, the front setbacks in the districts subject to this section shall be measured from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way.
7. On any site subject to proffered conditions accepted in conjunction with a zoning map amendment establishing minimum or maximum setbacks or stepbacks, the proffered setbacks or stepbacks shall apply.

Figures

Figures 1 through 4 are for illustration purposes only. If there is a conflict or inconsistency between a regulation in section 4.19 to which a Figure pertains and the Figure itself, the regulation is controlling. In addition, Figures 1 through 4 merely illustrate specific requirements and do not show all applicable requirements of the applicable district regulations.

Figure 1

Conventional Residential Districts, Infill* Example

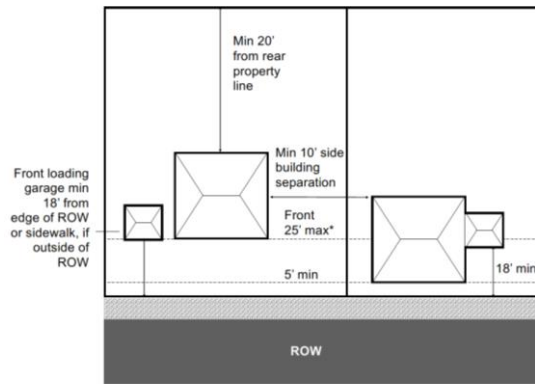


* Infill ≥ 40% of residentially zoned frontage developed within 500' of subject lot (frontage ≤ 120')

** Front loading garage min 18' from edge of ROW or sidewalk, if outside of ROW

Figure 2

Conventional Residential Districts (except R-1 and R-2), Non-infill



* No maximum front setback in R1 & R2 districts & along principal arterials

Figure 3

Conventional Residential Districts Front Stepback (side view)

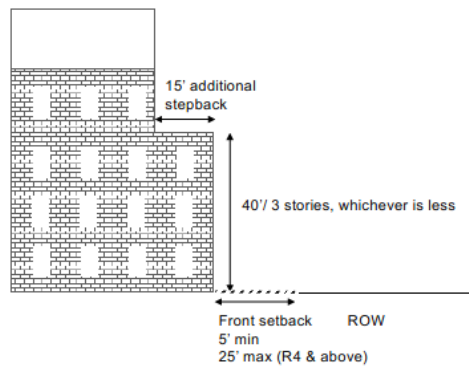
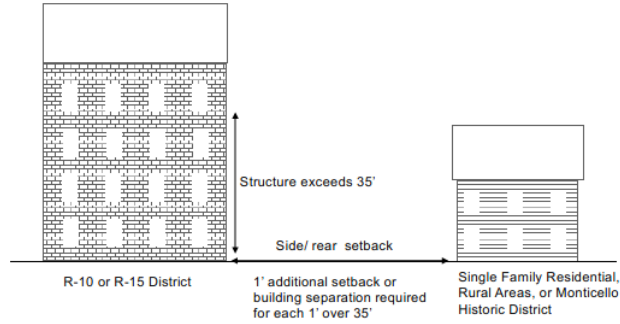


Figure 4

**Conventional Residential Districts (R-10 or R-15 only)
Abutting Single Family Residential, Rural Areas, or
Monticello Historic Districts, Side & Rear Setback**



State law reference – Va. Code § 15.2-2280

Sec. 4.20 Setbacks and setbacks in conventional commercial and industrial districts

Setbacks and setbacks shall be provided as follows:

a. *Conventional commercial districts.* The following shall apply within the C-1, CO, and HC districts:

Setbacks	
Front-Minimum	10 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way
Front-Maximum	30 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way, provided that this maximum setback shall not apply to any structure existing on June 3, 2015 and to any structure depicted on an approved final site plan that is valid on June 3, 2015 as having a front setback greater than 30 feet; none, on any lot abutting a principal arterial highway
Side and Rear-Minimum	If the abutting lot is zoned residential, rural areas, or the Monticello Historic district: (i) no portion of any structure, excluding signs, shall be located closer than 50 feet from the district boundary; and (ii) no off-street parking or loading space shall be located closer than 20 feet to the district boundary. If the abutting lot is zoned commercial or industrial, any primary structure shall be constructed and separated in accordance with the current edition of the Building Code.
Side and Rear-Maximum	None
Stepbacks	
Front	Floors above 40 feet or the third story, whichever is less, shall be stepped back a minimum of 15 feet
Side and Rear	None

1. The maximum front setback shall be increased to the depth necessary to avoid existing utilities, significant existing vegetation, steep slopes, perennial and intermittent streams, stream buffers, public spaces and public shown as such on an approved site plan or subdivision plat, to satisfy a condition of a certificate of appropriateness, and in circumstances where there are multiple buildings on the same lot and prevailing development patterns.
2. The maximum front setback may be increased by special exception to accommodate low impact design, unique parking or circulation plans, or a unique target market design.

3. Any minimum setback may be reduced by special exception.
4. The minimum 15 foot stepback may be reduced by special exception.
5. Notwithstanding section 4.6.3, the front setbacks in the districts subject to this subsection shall be measured from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way.
6. On any site subject to proffered conditions accepted in conjunction with a zoning map amendment establishing minimum or maximum setbacks or stepbacks, the proffered setbacks or stepbacks shall apply.

b. *Conventional industrial districts.* The following shall apply within the LI and HI districts:

Setbacks	
Front-Minimum	10 feet from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way
Front-Maximum	None
Side and Rear-Minimum	In the LI district, if the abutting lot is zoned residential, rural areas, or the Monticello Historic district: (i) no portion of any structure, excluding signs, shall be located closer than 50 feet from the district boundary; and (ii) no portion of any off-street parking space shall be located closer than 30 feet from the district boundary. In the HI district, if the abutting lot is zoned residential, rural areas, or the Monticello Historic district: (i) no portion of any structure, excluding signs, shall be located closer than 100 feet from the district boundary; and (ii) no portion of any off-street parking space shall be located closer than 30 feet from the district boundary.
Side and Rear-Maximum	If the abutting lot is zoned commercial or industrial, any primary structure shall be constructed and separated in accordance with the current edition of the Building Code.
Stepbacks	None
Front	
Side and Rear	Floors above 40 feet or the third story, whichever is less, shall be stepped back a minimum of 15 feet None

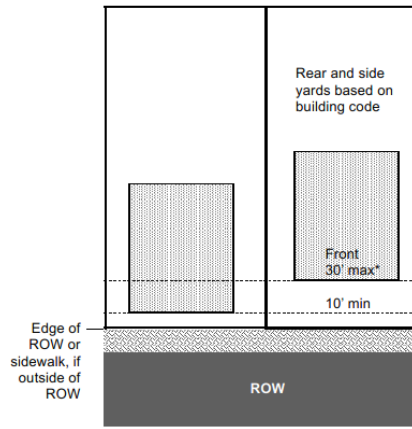
1. Any maximum front setback may be increased by special exception.
2. Any minimum setback may be reduced by special exception.
3. The minimum 15 foot stepback may be reduced by special exception.
4. Notwithstanding section 4.6.3, the front setbacks in the districts subject to this subsection shall be measured from the right-of-way or the exterior edge of the sidewalk if the sidewalk is outside of the right-of-way.
5. On any site subject to proffered conditions accepted in conjunction with a zoning map amendment establishing minimum or maximum setbacks or stepbacks, the proffered setbacks or stepbacks shall apply.

Figures

Figures 1 through 6 are for illustration purposes only. If there is a conflict or inconsistency between a regulation in section 4.20 to which a Figure pertains and the Figure itself, the regulation is controlling. In addition, Figures 1 through 6 merely illustrate specific requirements and do not show all applicable requirements of the applicable district regulations.

Figure 1

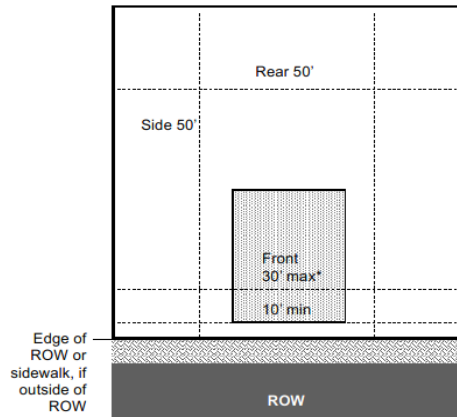
**Conventional Commercial Districts
Abutting Non-residential Districts**



* No maximum front setback along principal arterials

Figure 2

**Conventional Commercial Districts
Abutting Residential or Rural Areas Districts**



* No maximum front setback along principal arterials

Figure 3

**Conventional Industrial Districts
Abutting Non-residential Districts**

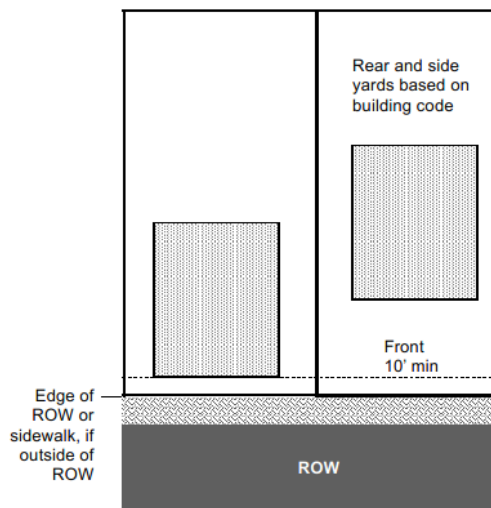


Figure 4

**Conventional Industrial Districts
Abutting Residential or Rural Areas Districts**

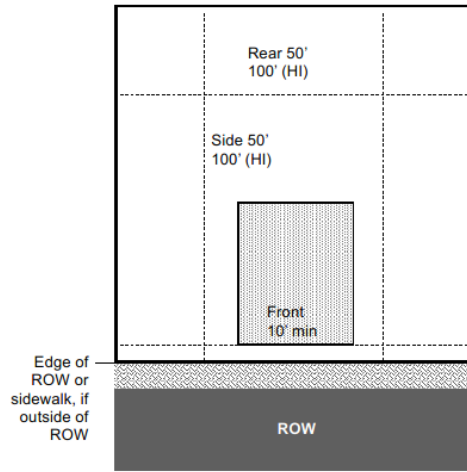


Figure 5

**Conventional Commercial Districts,
Front Stepback (side view)**

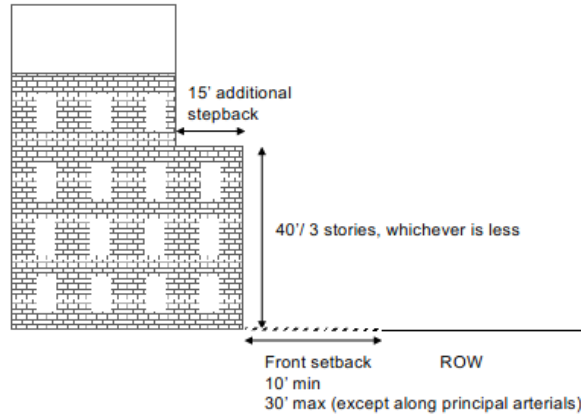
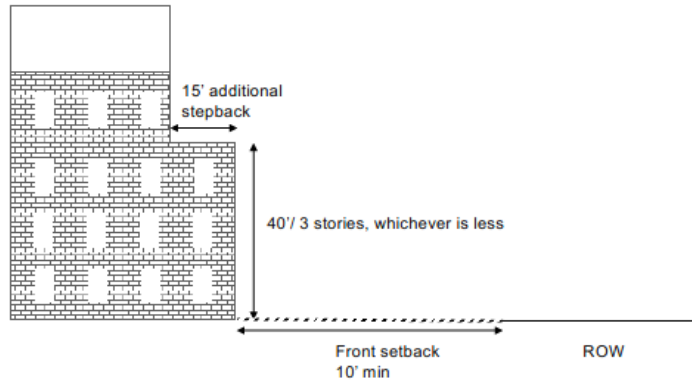


Figure 6

**Conventional Industrial Districts,
Front Stepback (side view)**



State law reference – Va. Code § 15.2-2280

Article III. District Regulations

Section 13

Residential R-1

Sec. 13.3 Area and bulk regulations

Area and bulk regulations within the R-1, Residential, district are as follows:

REQUIREMENTS	STANDARD LEVEL		BONUS LEVEL	
	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT
Gross density 1.45du/acre	0.97 du/acre	0.97 du/acre	1.45 du/acre	
Minimum Lot Size	45,000 sq ft	30,000 sq ft	30,000 sq ft.	20,000 sq ft
Minimum frontage: public, private feet	120 feet	100 feet	100 feet	80
The minimum and maximum yards, including those for garages, and minimum building separation, shall be as provided in section 4.19.				
Maximum Structure height feet	35 feet	35 feet	35 feet	30

Section 14

Residential R-2

Sec. 14.3 Area and bulk regulations

Area and bulk regulations within the R-2, Residential, district are as follows:

REQUIREMENTS	STANDARD LEVEL		BONUS LEVEL	
	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT
Gross density du/acre	2 du/acre	2 du/acre	3 du/acre	3
Minimum Lot Size	21,780 sq ft	14,500 sq ft	14,520 sq ft.	9,700 sq ft
Minimum frontage: public, private	80 feet	70 feet	70 feet	65 feet
The minimum and maximum yards, including those for garages, and minimum building separation, shall be as provided in section 4.19.				
Maximum Structure height	35 feet	35 feet	35 feet	35 feet

(§ 20-14.3, 12-10-80; Ord. 08-18(4), 6-11-08)

Section 15

Residential R-4

Sec. 15.3 Area and bulk regulations (Amended 3-18-81)

Area and bulk regulations within the R-4, Residential, district are as follows:

REQUIREMENTS	STANDARD LEVEL		BONUS LEVEL	
	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT
Gross density du/acre	4 du/acre	4 du/acre	6 du/acre	6
Minimum Lot Size	(added 7-17-85) 10,890 sq ft	N/A	7,260 sq ft.	N/A
The minimum and maximum yards, including those for garages, and minimum building separation, shall be as provided in section 4.19. (Amended 1-1-83; 6-11-08)				
Maximum Structure height feet	35 feet	35 feet	35 feet	35

(§ 20-15.3, 12-10-80; 1-1-83; 7-17-85; Ord. 08-18(4), 6-11-08)

Section 16

Residential R-6

Sec. 16.3 Area and bulk regulations

Area and bulk regulations within the R-6, Residential, district are as follows:

REQUIREMENTS	STANDARD LEVEL		BONUS LEVEL	
	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT
Gross density 9du/acre	6 du/acre	6 du/acre	9 du/acre	
Minimum Lot Size	(Added 7-17-85) 7,260 sq ft		4,840 sq ft.	N/A
The minimum and maximum yards, including those for garages, shall be as provided in section 4.19. (Amended 1-1-83, 6-11-08)				
Maximum Structure height feet	35 feet	35 feet	35 feet	35

(§20-16.3, 12-10-80; 1-1-83; 7-17-85; Ord. 08-18(4), 6-11-08)

Sec. 16.6 Building separation

The minimum building separation shall be as provided in section 4.19. (Amended 1-1-83) (Amended 8-14-85)

Section 17

Residential R-10

Sec. 17.3 Area and bulk regulations

Area and bulk regulations within the R-10, Residential, district are as follows:

REQUIREMENTS	STANDARD LEVEL		BONUS LEVEL	
	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT
Gross density 15du/acre	10 du/acre	10 du/acre	15 du/acre	
Minimum Lot Size	(Added 7-17-85) 4,356 sq ft		2,904 sq ft.	N/A
The minimum and maximum yards, including those for garages, shall be as provided in section 4.19.				
Maximum Structure height feet	65 feet	65 feet	65 feet	65

(§ 20-17.3, 12-10-80; 7-17-85; Ord. 08-18(4), 6-11-08)

Sec. 17.6 Building separation

The minimum building separation shall be as provided in section 4.19. (Amended 1-1-83)

Sec. 17.8 Height regulations

Except as otherwise provided in section 4.10, structures may be erected to a height not to exceed sixty-five (65) feet. The minimum stepback requirements for any structure exceeding forty (40) feet or three (3) stories, whichever is less, in height shall be as provided in section 4.19. (Amended 9- 9-92) (Amended 8-14-85)

Section 18

Residential R-15

Sec. 18.3 Area and bulk regulations

Area and bulk regulations within the R-15, Residential, district are as follows:

REQUIREMENTS	STANDARD LEVEL		BONUS LEVEL	
	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT	CONVENTIONAL DEVELOPMENT	CLUSTER DEVELOPMENT
Gross density du/acre	15 du/acre	15 du/acre	20 du/acre	20
Minimum Lot Size	(Added 7-17-85) 2,904 sq ft	N/A	2,178 sq ft.	N/A
The minimum and maximum yards, including those for garages, shall be as provided in section 4.19. (Amended 1-1-83)				
Maximum Structure height feet	65 feet	65 feet	65 feet	65

(§ 20-18.3, 12-10-80, 6-11-08; 1-1-83; 7-17-85; Ord. 08-18(4), 6-11-08)

Sec. 18.6 Building separation

The minimum building separation shall be as provided in section 4.19. (Amended 1-1-83)

Sec. 18.8 Height regulations

Except as otherwise provided in section 4.10, structures may be erected to a height not to exceed sixty-five (65) feet. The minimum setback requirements for any structure exceeding forty (40) feet or three (3) stories, whichever is less, in height shall be as provided in section 4.19. (Amended 9- 9-92) (Amended 8-14-85)

Section 19

Planned Residential Development – PRD

Sec. 19.7 Height regulations

Except as otherwise provided in section 4.10, structures may be erected to a height not to exceed sixty-five (65) feet. The minimum setback requirements for any structure exceeding forty (40) feet or three (3) stories, whichever is less, in height shall be as provided in section 4.19. (Amended 9- 9-92)

Sec. 19.8 Building separation

The minimum building separation shall be as provided in section 4.19. (Amended 1-1-83)

Sec. 19.9 Setbacks

The minimum and maximum yards, including those for garages, shall be as provided in section 4.19.

Section 20

Planned Unit Development – PUD

Sec. 20.8.4 Height regulations

Except as otherwise provided in section 4.10, structures may be erected to a height not to exceed sixty-five (65) feet. The minimum setback requirements for any structure exceeding forty (40) feet or three (3) stories, whichever is less, in height shall be as provided in section 4.19. (Amended 9-9-92)

Sec. 20.8.5 Building separation

The minimum building separation shall be as provided in section 4.19. (Amended 1-1-83)

Sec. 20.8.6 Setback and yard regulations

The minimum and maximum yards, including those for garages, shall be as provided in section 4.19.

Section 21

Commercial Districts – Generally

Sec. 21.4 Height regulations

Except as otherwise provided in section 4.10, structures may be erected to a height not to exceed sixty-five (65) feet. The minimum setback requirements for any structure exceeding forty (40) feet or three (3) stories, whichever is less, in height shall be as provided in section 4.20. (Amended 9- 9-92)

Sec. 21.7 Minimum yard requirements

The minimum yard requirements in the commercial districts are as follows:

- a. *Adjacent to streets.* The minimum and maximum front yards shall be as provided in section 4.20. (Amended 7-10-85; 7-8-92)
- b. *Adjacent to residential, rural areas, or the Monticello Historic districts.* If the abutting lot is zoned residential, rural areas, or the Monticello Historic district, the minimum and maximum side and rear yards shall be as provided in section 4.20. (Amended 7-10-85; 7-8-92)
- c. *Buffer zone adjacent to residential and rural areas districts.* No construction activity including grading or clearing of vegetation shall occur closer than twenty (20) feet to any residential or rural areas district. Screening shall be provided as required in section 32.7.9. The board of supervisors may waive by special exception the prohibition of construction activity, grading or the clearing of vegetation in the buffer in a particular case upon consideration of whether: (i) the developer or subdivider demonstrates that grading or clearing is necessary or would result in an improved site design; (ii) minimum screening requirements will be satisfied; and (iii) existing landscaping in excess of minimum requirements is substantially restored. (Amended 9-9-92)

(12-10-80, §§ 21.7, 21.7.1, 21.7.2, 21.7.3; 7-10-85, 7-8-92, 9-9-92; Ord. 01-18(3), 5-9-01; Ord. 09-18(1), 1-14-09, § 21.7)

Sec. 21.9 Building separation

The minimum building separation shall be as provided in section 4.20. (Amended 10-15-06)

Section 26

Industrial Districts – Generally

Sec 26.4 Structure height

(Formerly Standard Ratios, Repealed 4-3-13)

Except as otherwise provided in section 4.10, structures may be erected to a height not to exceed sixty-five (65) feet. The minimum setback requirements for any structure exceeding forty (40) feet or three (3) stories, whichever is less, in height shall be as provided in section 4.20.

(§ 26.4, Ord. 13-18(1), 4-3-13; § 26.6, 12-10-80, 9-9-92)

Sec. 26.5 Minimum yards

(Formerly Off-Street Parking and Loading Requirements, Repealed 4-3-13)

The minimum yard requirements in the industrial districts are as follows:

- a. *Adjacent to streets.* The minimum and maximum front yards shall be as provided in section 4.20.

- b. *Adjacent to district other than commercial or industrial district.* If the abutting lot is zoned residential, rural areas, or the Monticello Historic district, the minimum and maximum side and rear yards shall be as provided in section 4.20. (Amended 7- 10-85; 7-8-92)
- c. *Buffer adjacent to district other than commercial or industrial district.* No construction activity, including grading or clearing vegetation (collectively, "disturbance"), shall occur within thirty (30) feet of any district other than a commercial or industrial district except in the following circumstances: (i) adequate landscape screening does not currently exist and disturbance is necessary to install screening that meets or exceeds the screening requirements in section 32.7.9; (ii) an arborist or landscape architect certifies that trees in the buffer are dying, diseased or will constitute a fall hazard and must be removed; (iii) the county engineer determines that disturbance is necessary in order to address an existing drainage problem; or (iv) disturbance will result in improved screening through the use of a berm, a retaining wall or similar physical modification or improvement. When disturbance is allowed under subsection (i), (ii), (iii) or (iv), the developer shall submit an illustration showing the existing screening without disturbance and the screening that would be installed after the disturbance, and disturbance shall be allowed only if the screening installed after the disturbance is equal to or exceeds the screening existing prior to disturbance. (Amended 9-9-92)
- d. *Special exception to disturb buffer abutting district other than a commercial or industrial district.* The board of supervisors may authorize a disturbance in the buffer required to be maintained under subsection (c) by special exception. The board shall consider whether disturbance is necessary or would result in an improved site design, provided that: (i) minimum screening requirements are met; and (ii) existing landscaping in excess of minimum requirements is substantially restored. (Added 7-10-85)
- e. *Building separation.* The minimum building separation shall be as provided in section 4.20.

(§ 26.5, Ord. 13-18(1), 4-3-13; § 26.10, Ord. 09-18(1), 1-14-09; §§ 26.10, 26.10.1, 26.10.2, 26.10.3; 12-10-80; 7-10-85, 7-8-92, 9-9-92)