

<p style="text-align: center;">ACTIONS Board of Supervisors Meeting of May 4, 2016</p>		
		May 6, 2016
<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>	<u>VIDEO</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. Palmer. All BOS members were present. Also present were Larry Davis and Travis Morris. 		Link to video
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED the final agenda. 		
<p>5. Brief Announcements by Board Members.</p> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Attended first VACo Board of Directors meeting as District 5 representative. Will provide staff copies of the numerous presentations that were handed out. <p><u>Norman Dill:</u></p> <ul style="list-style-type: none"> Announced that today is 100th birthday of Jane Jacobs, author of the book <i>The Death and Life of Great Cities</i>. <p><u>Rick Randolph:</u></p> <ul style="list-style-type: none"> Announced that earlier this morning he attended Cale Elementary School's Bike to School Day. Announced that five incumbents returned to Scottsville Town Council, and two new members were elected. They will all take office July 1, 2016. <p><u>Liz Palmer:</u></p> <ul style="list-style-type: none"> Attended appreciation event this morning for volunteers who serve on County boards and commissions. Mentioned proclamation celebrating volunteer fire and rescue staff on tonight's agenda. On May 5th, 10:30 a.m., to 12:00 noon, there will be a celebration and plaque dedication at the Ragged Mountain Dam. <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> The new Route 29 commuter transit service started Monday, May 2nd. The route travels down Route 29 to the University of Virginia and the downtown library. 		
<p>6. Proclamations and Recognitions:</p> <p>a. Proclamation recognizing Healthcare Decisions Month.</p> <ul style="list-style-type: none"> ADOPTED, by a vote of 6:0 and presented to Marta Keane. <p>b. Proclamation recognizing Fair Housing Month.</p> <ul style="list-style-type: none"> ADOPTED, by a vote of 6:0 and presented to Ron White. <p>c. Proclamation recognizing Public Service Recognition Week May 1-7, 2016.</p>	<p>(Attachment 1)</p> <p>(Attachment 2)</p> <p>(Attachment 3)</p>	

	<ul style="list-style-type: none"> • ADOPTED, by a vote of 6:0 and presented to Louise Wyatt. <p>d. Proclamation recognizing May 1 through 7 as Municipal Clerks Recognition Week.</p> <ul style="list-style-type: none"> • ADOPTED, by a vote of 6:0 and presented to Ella Jordan and Travis Morris. 	(Attachment 4)	
7.	<p>From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> • <u>David Hannah and Tom Olivier</u> recognized and presented Scott Clark with a Certificate of Appreciation for his service to the Natural Heritage Committee. • <u>Tyler Cersley, Ben Habermeyer, Brittany Bibb, Owen Munzenrider, and Avishi Muni (Monticello High School Cap Group)</u> spoke about public policy surrounding the County's budget. • Denise Bonds, representing a consortium of local organizations on a community health assessment, spoke about their process for developing a health plan and sharing that information with the Board in the future when it is completed. • <u>June Seay</u>, resident of Scottsville District, asked the Board to consider adding Route 712, Coles Rolling Road, to the list of unpaved roads for paving as rural rustic. • <u>Meredith Richards</u>, resident of 1621 Trailridge Road, spoke about letters to Senator Kaine and Senator Warner, regarding Amtrak train station service (Item 8.13a). 		
8.2	<p>FY 2016 Appropriations.</p> <ul style="list-style-type: none"> • ADOPTED Resolution to approve appropriations #2016078 and #2016079 for local government and school division projects and programs. 	<u>Clerk</u> : Forward copy of adopted resolution to OMB, Finance and County Attorney. (Attachment 5)	
8.3	<p>Acquisition of Conservation Easements (ACE) Ranking Order for FY 2015-16 Applicant Class.</p> <ul style="list-style-type: none"> • APPROVED the final ranking order for the FY15-16 applicant pool as recommended and AUTHORIZED the appraisals of the top five properties: Brigish, Moon, Evans, G. Clarke, and P. Clarke. 	<u>Ches Goodall</u> : Proceed as approved.	
8.4	<p>Community Grant Process.</p> <ul style="list-style-type: none"> • APPROVED the Community Grants Process. 	<u>County Executive's Office</u> : Proceed as approved. (Attachment 6)	
8.5	<p>Memorandums of Understanding between the County and the Sheriff and the Clerk of the Circuit Court.</p> <ul style="list-style-type: none"> • ADOPTED Resolutin approving the MOUs between the County and the Constitutional Officers, and AUTHORIZED the County Executive to execute the MOUs. 	<u>Clerk</u> : Forward copy of adopted resolution to County Executive and County Attorney. (Attachment 7) <u>County Attorney</u> : Provide Clerk with copy of fully executed agreements. (Attachment 8)	

8.6	Resolution to accept road(s) in Grayrock West Subdivision into the State Secondary System of Highways. • ADOPTED resolution.	<u>Clerk:</u> Forward copy of adopted resolution and RM-3 Form to Mark Graham. (Attachment 9)
8.7	Building Permit #B201600215ATWR Verizon Wireless Innovation Drive Personal Wireless Service Facility. • ADOPTED resolution approving the special exception subject to the conditions.	<u>Clerk:</u> Forward copy of adopted resolution to Community Development and County Attorney. (Attachment 10)
8.8	Set public hearing for June 1, 2016, on an ordinance to amend Chapter 2, Administration, of the Albemarle County Code, to amend Section 2-202, Compensation of board of supervisors , to increase the compensation of the members of the Board of Supervisors by an inflation factor of 2% effective July 1, 2016. • SET public hearing for June 1, 2016.	<u>Clerk:</u> Advertise and schedule public hearing on June 1, 2016.
8.9	EMS Cost Recovery Rate Increase. • ADOPTED Resolution to Establish a New Schedule of Fees for Emergency Medical Services Vehicle Transport Services.	<u>Clerk:</u> Forward copy of adopted resolution to Fire/Rescue and County Attorney. (Attachment 11)
8.10	ACSA-2015-00001, W.A. Wells Request for Water Service. • SET public hearing for June 1, 2016 to consider amending the ACSA Jurisdictional Area to include Tax Map Parcel 046000000023D0 and 046000000023D1 for water to the existing structures only.	<u>Clerk:</u> Advertise and schedule public hearing on June 1, 2016.
8.11	Ivy Material Utilization Center Programs Agreement. • ADOPTED resolution to Approve the Amended and Restated Ivy Material Utilization Center Programs Agreement between the County of Albemarle and the Rivanna Solid Waste Authority and AUTHORIZED the County Executive to sign the Agreement after approval as to content and form by the County Attorney.	<u>Clerk:</u> Forward copy of adopted resolution to FES and County Attorney. (Attachment 12) <u>County Attorney:</u> Provide Clerk with copy of fully executed agreement. (Attachment 13)
8.12	Cancel May 11, 2016, Night Meeting. • CANCELLED May 11, 2016 regular night meeting.	<u>Clerk:</u> Notify appropriate individuals.
8.13	Change start time of June 1, 2016, Day Meeting from 1:00 p.m. to 9:00 a.m. • CHANGED start time for June 1, 2016 meeting to begin at 9:00 a.m.	<u>Clerk:</u> Notify appropriate individuals.
8.13a	Letters dated May 4, 2016, to Senator Tim Kaine and Senator Mark Warner, re: Amtrak train station service. • APPROVED letters. (Note: Board reconsidered letters later in meeting and approved corrected letter to Senator Warner.)	<u>Clerk:</u> Give original letters to Meredith Richards. (Attachment 14)
9.	FY 17 Resolution of Appropriations. • By a vote of 6:0, ADOPTED Annual Resolution of Appropriations for FY17 that allocates a total of \$375,574,669 to various General Government and School Division	<u>Clerk:</u> Forward copy of adopted resolutions to OMB, Finance and County Attorney. (Attachments 15 and 16)

	operating, capital improvement, and debt service accounts for expenditure in FY17 and provides administrative authority for the transfer of reserve account funding as recommended and ADOPTED Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing to allow the County to use up to \$26,198,286 in bond proceeds to reimburse capital program expenditures.	
10.	<p>Work Session: Capital Improvement Program (CIP) General Obligation Bond Referendum Work Session.</p> <ul style="list-style-type: none"> • (Note: Mr. Sheffield left the meeting at 2:08 p.m.) • By a vote of 5:0:1 (Sheffield absent), MOVE forward with a bond referendum on education only projects. • DIRECTED Planning Commission to hold public hearing on proposed bond referendum and provide feedback to Board. • CONSENSUS to discuss proposed projects for bond referendum with school officials on May 11th. 	
	Recess. Board recessed at 3:35 p.m., and Reconvened at 3:46 p.m.	
11.	<p>Work Session: Review prioritization strategies and project recommendations for the Secondary Six Year Plan (SSYP).</p> <ul style="list-style-type: none"> • CONSENSUS to re-evaluate prioritization process. • CONSENSUS to add Rio Mills Connector Road in the Six Year Secondary Road Plan and use the discretionary nonpaving funds on the project. 	
12.	<p>VDOT Quarterly Report.</p> <ul style="list-style-type: none"> • RECEIVED. 	
13.	<p>Route 29 Solutions Project Delivery Advisory Panel (PDAP) Monthly Update.</p> <ul style="list-style-type: none"> • RECEIVED. 	
	<p>NonAgenda.</p> <ul style="list-style-type: none"> • By a vote of 5:0:1 (Sheffield), MOVED to allow Brad Sheffield to remotely participate in the Closed Meeting. 	
14.	<p>Closed Session. Personnel and Legal Matters.</p> <ul style="list-style-type: none"> • At 5:03 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia under subsection (1): 1. To consider appointments to boards, committees and commissions in which there are pending vacancies or requests for reappointments; and 2. To discuss and consider a candidate for the County Police Chief position; and under subsection (7) to consult with and be briefed by legal counsel and staff regarding specific legal matters 	

	requiring legal advice relating to the negotiation of an agreement for court facilities.	
15.	<p>Certified Closed Meeting.</p> <ul style="list-style-type: none"> At 6:09 p.m., the Board reconvened into open meeting and certified the closed meeting. 	
	<p>NonAgenda.</p> <ul style="list-style-type: none"> By a vote of 5:0:1 (Sheffield), APPROVED motion to direct County staff to undertake an economic impact analysis to explore the siting in the County of the existing courts currently located in the City of Charlottesville, and at the same time the potential relocation of the County Office Building, and report back to the Board of Supervisors with all due deliberate speed. 	
16.	<p>Boards and Commissions: Vacancies and Appointments.</p> <ul style="list-style-type: none"> Due to time constraints this item was moved to the end of the meeting. 	
17.	<p>Proclamation Recognizing Fire/Rescue Volunteers.</p> <ul style="list-style-type: none"> ADOPTED, by a vote of 5:0:1(Sheffield) and presented to Volunteer Chiefs. 	(Attachment 17)
18.	<p>From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <u>John Lowry</u>, resident of Samuel Miller District spoke about the Froehling & Robertson Request for Water Service (Item 19). <u>Joseph Knighton</u>, Monticello High School senior (Cap Project), spoke on Albemarle County's internet access problem. 	
19.	<p>ACSA-2016-00001 Froehling & Robertson Request for Water Service:</p> <ul style="list-style-type: none"> Motion to deny the request to go to public hearing on ACSA-2016-00001 Froehling & Robertson passed by a vote of 3:2:1 (Dill/McKeel/ Sheffield,absent). 	
20.	<p>Pb. Hrg.: <u>Proposed Easement – East Rivanna Fire Station Easements.</u></p> <ul style="list-style-type: none"> By a vote of 5:0:1(Sheffield), ADOPTED resolution approving the conveyance of easements across the East Rivanna Fire Station property to Rivanna Village and authorizing the County Executive to execute the Agreements once they have been approved as to substance and form by the County Attorney. 	<p><u>Clerk</u>: Forward copy of signed resolution to County Attorney. (Attachment 18)</p> <p><u>County Attorney</u>: Provide Clerk with copy of fully executed agreement. (Attachment 19)</p>
21.	<p>Pb. Hrg.: <u>Noise Ordinance.</u></p> <ul style="list-style-type: none"> By a vote of 5:0:1(Sheffield), ADOPTED ordinance. 	<u>Clerk</u> : Forward signed copy of ordinance to Community Development and County Attorney. (Attachment 20)
22.	<p>Pb. Hrg.: <u>ZTA-2016-00004. Flood Hazard Overlay District.</u></p> <ul style="list-style-type: none"> By a vote of 5:0:1(Sheffield), ADOPTED ordinance. 	<u>Clerk</u> : Forward signed copy of ordinance to Community Development and County Attorney. (Attachment 21)
23.	From the Board: Committee Reports and Matters Not Listed on the Agenda.	

<p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> • Provided update on the General Assembly's Proffer Bill from VACo's perspective. <p><u>Liz Palmer:</u></p> <ul style="list-style-type: none"> • Suggested moving the Legislative Luncheon from December to September. • Gave an update on the most recent Broadband Steering Committee meeting. <p><u>Rick Randolph:</u></p> <ul style="list-style-type: none"> • Announced that he was a speaker at a recent Naturalization Ceremony for new US citizens. • Attended four round table discussions on Distilleries, Cideries and Breweries and excited to see what staff brings back for consideration. • Mentioned that there is a lot in the works with regards to broadband. <p><u>Norman Dill:</u></p> <ul style="list-style-type: none"> • Attended a local food hub round table discussion with the Deputy Under Secretary of the USDA and school cooks. 	<p><u>Clerk:</u> Schedule discussion on June's agenda.</p>	
<p>24. 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 Planning Commission could hold a public hearing on the Bond Referendum at their May 24 meeting. • Mentioned that staff will discuss the May 17th Strategic Priority Session at the May 11th Board meeting. • Mentioned that staff is looking to hold a joint meeting in July with the Board, Planning Commission and Economic Development Authority to share the Economic Development Strategic Plan progress. 		
<p>Closed Meeting.</p> <ul style="list-style-type: none"> • At 7:56 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia under subsection (1) to consider appointments to boards, committees, and commissions in which there are pending vacancies or requests for reappointments. 		
<p>Certify Closed Meeting.</p> <ul style="list-style-type: none"> • At 8:21 p.m., the Board reconvened into open meeting and certified the closed meeting. 		
<p>Boards and Commissions: Vacancies and Appointments.</p> <ul style="list-style-type: none"> • APPOINTED, Ms. Peggy Gilges and Mr. Paul Grady to the Solid Waste Alternatives Advisory Committee (SWAAC) with said terms to expire May 31, 2020. • APPOINTED, Mr. Jesse Warren and Mr. Leo Mallek to the Solid Waste Alternatives Advisory Committee (SWAAC) with said terms to expire May 31, 2019. • APPOINTED, Mr. Charles Riegler, Ms. Ammy 		

	George and Ms. Lesley Hamilton to the Solid Waste Alternatives Advisory Committee (SWAAC) with said terms to expire May 31, 2018.		
25.	Adjourn to May 6, 2016, 9:00 a.m., Lane Auditorium. • The meeting was adjourned at 8:24 p.m.		

ewj/tom

Attachment 1 – Proclamation recognizing Healthcare Decisions Month
Attachment 2 – Proclamation recognizing Fair Housing Month
Attachment 3 – Proclamation recognizing Public Service Recognition Week May 1-7, 2016
Attachment 4 – Proclamation recognizing May 1 through 7 as Municipal Clerks Recognition Week
Attachment 5 – Resolution to Approve Additional FY16 Appropriations
Attachment 6 – Community Grant Process
Attachment 7 – Resolution to Approve MOUs – Sheriff and Clerk of Court
Attachment 8 – MOUs – Sheriff and Clerk of Court
Attachment 9 – Resolution – Grayrock West Subdivision
Attachment 10 – Resolution – Building Permit B201600215ATWR Verizon Wireless
Attachment 11 – Resolution – EMS
Attachment 12 – Resolution – Ivy MUC Agreement
Attachment 13 – Ivy MUC Agreement
Attachment 14 – Letters dated May 4, 2016, to Senator Tim Kaine and Senator Mark Warner, re: Amtrak train station service
Attachment 15 – FY 17 Resolution of Appropriations
Attachment 16 – Resolution of Official Intent to Reimburse Expenditures with Proceeds of Borrowing
Attachment 17 – Proclamation Recognizing Fire/Rescue Volunteers
Attachment 18 – Resolution Approving Conveyance of Easements to Rivanna Village LLC
Attachment 19 – East Rivanna Easement Agreement
Attachment 20 – Ordinance No. 16-07(1)
Attachment 21 – Ordinance No. 16-18(5)

**PROCLAMATION
HEALTHCARE DECISIONS**

- WHEREAS,** *Healthcare Decisions recognition events are designed to raise public awareness of the need to plan ahead for health care decisions related to end of life care and medical decision-making whenever people are unable to speak for themselves and to encourage the specific use of Advance Directives to communicate these important health care decisions; and*
- WHEREAS,** *it is important for all individuals 18 and older to exercise their right to have their voices heard during the point in their life when they may not be able to express those wishes for their families and caregivers. It is estimated that only about 20% of Virginians have executed an Advance Directive due to lack of knowledge and confusion; and*
- WHEREAS,** *a principal goal of Healthcare Decisions related events is to encourage health care providers and community leaders to participate in a State-wide effort to provide clear and consistent information to the public about advance directives, as well as to encourage medical professionals and lawyers to volunteer their time and efforts to improve public knowledge and increase the number of citizens with advance directives; and*
- WHEREAS,** *JABA, University of Virginia Health System, Sentara Martha Jefferson Hospital, Hospice of the Piedmont, and other organizations throughout this community have endorsed this effort and are committed to educating the public about the importance of discussing health care choices and executing advance directives; and*
- WHEREAS,** *as a result the promotion of Healthcare Decision Events more citizens will have conversations about their health care decisions; more citizens will execute Advance Directives to make their wishes known; and **fewer families and health care providers will have to struggle with making difficult health care decisions in the absence of guidance from the patient;***
- NOW, THEREFORE, BE IT RESOLVED** that we, the Albemarle County Board of Supervisors, do hereby recognize **May 2016**, as **HEALTHCARE DECISIONS MONTH** in Albemarle County, and call this observance to the attention of all our citizens.

Signed and sealed this 4th day of May, 2016

**PROCLAMATION
FAIR HOUSING MONTH 2016**

WHEREAS, April is Fair Housing Month and marks the 48th anniversary of the passage of the federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988); and

WHEREAS, the Fair Housing Act provides that no person shall be subjected to discrimination because of race, color, national origin, religion, sex, disability, or familial status in the rental, sale, financing or advertising of housing (and the Virginia Fair Housing Law also prohibits housing discrimination based on elderliness); and

WHEREAS, the Fair Housing Act supports equal housing opportunity throughout the United States; and

WHEREAS, fair housing creates healthy communities, and housing discrimination harms us all;

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle County Board of Supervisors does hereby supports equal housing opportunity and seeks to affirmatively further fair housing not only during Fair Housing Month in April, but throughout the year

Signed this 4th day of May 2016.

PROCLAMATION
Public Service Recognition Week 2016

WHEREAS, *Americans are served daily by public servants at the federal, state, county, and city levels. These unsung heroes do the work that keeps our nation working; and*

WHEREAS, *public service is among the most demanding and noble of professions; and*

WHEREAS, *Public Service Recognition Week is observed annually to celebrate and recognize the valuable service that public servants provide to the nation; and*

WHEREAS, *over 3,000 Albemarle County Local Government and Schools employees work tirelessly to serve our residents, businesses, and visitors, providing them with outstanding customer service while maintaining careful stewardship of the resources with which they have been entrusted; and*

WHEREAS, *we appreciate the many accomplishments and contributions made daily by these public servants;*

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

May 1-7, 2016
as
Public Service Recognition Week

and call upon the citizens of Albemarle County to join their fellow citizens across the County to recognize the significant and important contribution that public employees make to our community .

Signed and sealed this 4th day of May, 2016

**PROCLAMATION
Municipal Clerks Week
May 1-7, 2016**

Whereas, *the Municipal Clerk is a time honored and vital part of local government that exists throughout the world and serves as an information center on functions of local government and community; and*

Whereas, *the Municipal Clerk is the oldest among public servants and provides a professional link between the citizens and local governing bodies and agencies of government at all levels; and*

Whereas, *Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and*

Whereas, *Municipal Clerks continually strive to improve the administration of the affairs of the Office of Municipal Clerk through participation in education programs, seminars, workshops and the annual meeting of their state, province, county and international professional organizations; and*

Whereas, *it is most appropriate that we recognize the accomplishments of the Municipal Clerk;*

Now, Therefore, Be It Resolved *that, we, the Albemarle County Board of Supervisors, do hereby recognize*

May 1 – 7, 2016 as Municipal Clerks Week

and further extend appreciation to Ella W. Jordan, CMC (Certified Municipal Clerk) Clerk, and Travis O. Morris, CMC, Senior Deputy Clerk, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Signed and sealed this 4th day of May, 2016.

**RESOLUTION TO APPROVE
ADDITIONAL FY 16 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That Appropriations #2016078 and #2016079 are approved; and
- 2) That the appropriations referenced in Paragraph #1, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2016.

Community Grants Policy

Purpose

These guidelines outline the process for a community committee or community group to submit a grant proposal to the County, in which the County will be the sole or primary grant applicant.

Staff Contact

Contact the Budget & Special Programs Analyst in the Office of Management and Budget, as soon as interest in applying for a grant opportunity is identified, at 434-872-4516

Criteria

During the review process, County staff will consider the following questions.

- What are the short-term budget and/or resource impacts outside of the grant funds (0-3 years)? Can the County provide this support within existing departmental budgets?
- What are the long-term budget or resource impacts outside of the grant funds (3-5 years)? Can the County provide this support within existing departmental budgets?
- Does this grant proposal require matching funds from the County? Can the County commit to providing that match, if awarded?
- Does this grant proposal require support from County departments? Have those departments agreed to provide the support, if awarded?
- Does this grant proposal compete with another grant application being submitted by the County?
- Does this grant proposal meet the grantor's criteria?
- Does this grant proposal align with the priorities identified in the adopted Capital Improvement Plan, Strategic Plan, Comprehensive Plan, and the Master Plan for this area of the County?

Review Process

All grant proposals in which the County is the sole or primary applicant, regardless of how the proposal was initiated, must undergo the review process prior to grant submission. This process allows the County to fully vet all applications for alignment with strategic priorities, coordinate grant proposals originating in different departments, identify opportunities for collaboration across departments, understand short- and long-term resource impacts of an application, and ensure legal compliance. The timeline below represents a 16 business day review. It is ***strongly recommended that all grant proposals be submitted 30 days in advance of the submission deadline*** to allow ample time for revisions that may be necessary prior to approval.

Office of Management & Budget (4 day review)
Deputy County Executive (3 day review)
County Attorney's Office (5 day review)
County Executive (4 day review)

Supplemental Materials Required by Albemarle County

Reporting & Compliance

For all grant proposals, a plan must be provided to the County for meeting the grantor's reporting and compliance requirements. This can include periodic narrative, data, or financial reports; audits and/or periodic site visits by the grantor; and end of project final reports. A Memorandum of Understanding (MOU) between the community organization and the County will be required to define roles and

responsibilities for all of the reporting and compliance measures required for the grant, to include at a minimum:

- Primary contact at the community committee or group and at the County
- Grant administration
- Project management and oversight
- Reporting required by the grantor, including ongoing reports and the final report
- Financial reporting

Community Support

It is critically important that the community committee or group preparing the grant proposal support both the application and the project, if awarded. When a proposal is submitted to the County, a record of the vote by the committee or group indicating its support for the grant proposal must be provided.

Grant Award Acceptance

When a grant is awarded to the County, the Board of Supervisors must approve acceptance of the award. Prior to that, the Memorandum of Understanding will need to be executed between the community committee or group and the County's Office of Management & Budget.

**RESOLUTION TO APPROVE MEMORANDUMS OF UNDERSTANDING
BETWEEN THE COUNTY OF ALBEMARLE AND THE SHERIFF
AND THE CLERK OF CIRCUIT COURT**

WHEREAS, the Board finds it is in the best interest of the County to enter into Memorandums of Understanding with the Sheriff and the Clerk of Circuit Court to formalize the agreement whereby the Constitutional Officers' employees adhere to certain County personnel and administrative policies in exchange for participating in the County's pay and classification system.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby approves the Memorandums of Understanding between the County of Albemarle and the Sheriff and the Clerk of Circuit Court, and authorizes the County Executive to execute the Memorandums of Understanding after approval as to form and content by the County Attorney.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ALBEMARLE, VIRGINIA AND
THE CLERK OF THE CIRCUIT COURT FOR ALBEMARLE COUNTY

This Memorandum of Understanding (the "Agreement") is made and entered into on the ____ day of March, 2016, by and between the County of Albemarle, Virginia (the "County") and the Clerk of the Circuit Court for Albemarle County (the "Clerk");

WHEREAS, the County and the Clerk desire to enter into an agreement setting forth their understanding with respect to compensation, benefits and personnel policies applicable to the employees of the Clerk;

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. Personnel Policies. All Personnel Policies referenced in this Agreement are the personnel policies applicable to Albemarle County classified employees. Personnel Policies shall be referenced as Policy P-(number of policy) for purposes of this Agreement.

2. Employee Status. Individuals employed by the Clerk are, and shall remain, appointees and employees of the Clerk and are not employees of the County. Nothing in this Agreement shall alter or diminish the Clerk's duties and rights with respect to his employees pursuant to Virginia Code §§ 15.2-1603 and 15.2-1604. The Clerk's employees shall not be covered by the County's employee grievance procedure contained in Policy P-03 and remain, in all respects, at-will employees of the Clerk.

3. Compensation. The County and the Clerk agree that employees of the Clerk shall participate and be included in the County's classification and pay plan. The Clerk understands that future compensation increases funded by the Commonwealth of Virginia through the Compensation Board will not be passed automatically to the Clerk's employees because his employees will be covered by the County's pay plan. Notwithstanding the above, compensation for the employees of the Clerk will be no less than the compensation approved by the Compensation Board.

Employees of the Clerk shall be eligible to receive any market rate salary increase that County employees are eligible to receive. An employee of the Clerk shall receive the market rate salary increase upon the Clerk submitting a completed satisfactory performance review to the Human Resources Department pursuant to Policy P-23. The Clerk's employees will not be eligible to receive any additional merit-based salary increase dependent upon the County's performance review process.

4. Benefits. Health insurance, annual and sick leave (except as limited by state law, including Virginia Code § 15.2-1605), insurance protection, tuition assistance repayment, retirement programs, participation in deferred compensation programs, and certain other benefits available to Albemarle County employees shall be available to the employees of the Clerk and governed by the personnel policies and procedures of Albemarle County. However, because employees of the Clerk are not County employees, they will not be included for recognition at the annual Albemarle County employee recognition ceremony.

5. County Personnel System. Without diminishing the Clerk's authority to appoint, hire or discharge his employees, the Clerk agrees that he and his employees will follow the County's personnel policies in force during the period of this Agreement except as otherwise required by law (such as the six-week vacation leave accrual limit imposed by Va. Code § 15.2-1605 for constitutional officer employees) and except as specifically excluded by this section. The Clerk agrees to follow all such policies **except** the following:

1. Assignment and Transfer (Policy P-38)
2. Employee Reduction in Force Procedures (Policy P-30)
3. Employee Discipline (Policy P-22)

4. Employee Grievance Procedure (Policy P-03)
5. Employee Relations Principles (Policy P-01)
6. Termination of Employment (Policy P-26)

The County agrees to provide assistance and services to the Clerk concerning the personnel matters referenced in this Agreement through its Department of Human Resources and its Finance Department. The Parties agree that the Department of Human Resources shall maintain all documents related to the employment of the employees of the Clerk except for documents related to payroll, which shall be maintained by the County's Finance Department. The Clerk agrees to forward any such documentation to the appropriate County department in a timely fashion.

The Clerk agrees not to fail or refuse to appoint or hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions or privileges of appointment or employment, because of such individual's race, color, religion, sex, or national origin pursuant to Virginia Code § 15.2-1604 (A). The Clerk agrees to assume all liability if he disregards employment advice provided by the Department of Human Resources. Further, the Clerk agrees that he will conduct all aspects of a prospective employee background check except for a criminal background check. The Department of Human Resources will conduct the prospective employee's criminal background check.

6. Administrative Policies. The Clerk further agrees to comply with all Albemarle County Administrative Policies except AP-1 (Grants Process) and AP-5 (Media Relations).

7. Limitations on Benefits to Clerk. The County and the Clerk agree that only the Clerk's employees shall receive the compensation and benefits as set forth herein. Such compensation and benefits shall be available to the Clerk only to the extent required by applicable State law, such as Va. Code § 15.2-1517(B) regarding group life, accident and health insurance.

8. Holidays. The County and the Clerk acknowledge that the current holiday schedules maintained by the Commonwealth of Virginia and the County are not congruent. The Clerk agrees to have his employees follow the legal holidays recognized by the Commonwealth of Virginia pursuant to Virginia Code §§ 15.2-1605 and 2.2-3300. However, the Clerk shall be subject to the other provisions of Policy P-81 (Holidays).

9. Term of Agreement. This Agreement shall take effect upon the full execution of this Agreement by the Clerk and the County and shall remain in force for the duration of the Clerk's term in office (including terms for which he is re-elected), unless terminated by either party upon thirty (30) days prior written notice. This Agreement may be amended only upon the written agreement of both the Clerk and the County.

CLERK OF THE CIRCUIT COURT FOR ALBEMARLE COUNTY

By: _____

Jon R. Zug, Clerk

Date: _____

COUNTY OF ALBEMARLE, VIRGINIA

By: _____

Thomas C. Foley, County Executive

Date: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF ALBEMARLE, VIRGINIA
AND THE SHERIFF FOR ALBEMARLE COUNTY

This Memorandum of Understanding (the "Agreement") is made and entered into on the ____ day of March, 2016, by and between the County of Albemarle, Virginia (the "County") and the Sheriff for Albemarle County (the "Sheriff");

WHEREAS, the County and the Sheriff desire to enter into an agreement setting forth their understanding with respect to compensation, benefits and personnel policies applicable to the employees of the Sheriff;

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. Personnel Policies. All Personnel Policies referenced in this Agreement are the personnel policies applicable to Albemarle County classified employees. Personnel Policies shall be referenced as Policy P-(number of policy) for purposes of this Agreement.

2. Employee Status. Individuals employed by the Sheriff are, and shall remain, appointees and employees of the Sheriff and are not employees of the County. Nothing in this Agreement shall alter or diminish the Sheriff's duties and rights with respect to his employees pursuant to Virginia Code §§ 15.2-1603 and 15.2-1604. The Sheriff's employees shall not be covered by the County's employee grievance procedure contained in Policy P-03 and remain, in all respects, at-will employees of the Sheriff.

3. Compensation. The County and the Sheriff agree that employees of the Sheriff shall participate and be included in the County's classification and pay plan. The Sheriff understands that future compensation increases funded by the Commonwealth of Virginia through the Compensation Board will not be passed automatically to the Sheriff's employees because his employees will be covered by the County's pay plan. Notwithstanding the above, compensation for the employees of the Sheriff will be no less than the compensation approved by the Compensation Board.

Employees of the Sheriff shall be eligible to receive any market rate salary increase that County employees are eligible to receive. An employee of the Sheriff shall receive the market rate salary increase upon the Sheriff submitting a completed satisfactory performance review to the Human Resources Department pursuant to Policy P-23. The Sheriff's employees will not be eligible to receive any additional merit-based salary increase dependent upon the County's performance review process.

4. Benefits. Health insurance, annual and sick leave (except as limited by state law, including Virginia Code § 15.2-1605), insurance protection, tuition assistance repayment, retirement programs, participation in deferred compensation programs, and certain other benefits available to Albemarle County employees shall be available to the employees of the Sheriff and governed by the personnel policies and procedures of Albemarle County. However, because employees of the Sheriff are not County employees, they will not be included for recognition at the annual Albemarle County employee recognition ceremony.

5. County Personnel System. Without diminishing the Sheriff's authority to appoint, hire or discharge his employees, the Sheriff agrees that he and his employees will follow the County's personnel policies in force during the period of this Agreement except as otherwise required by law (such as the six-week vacation leave accrual limit imposed by Va. Code § 15.2-1605 for constitutional officer employees) and except as specifically excluded by this section. The Sheriff agrees to follow all such policies except the following:

1. Assignment and Transfer (Policy P-38)
2. Employee Reduction in Force Procedures (Policy P-30)
3. Employee Discipline (Policy P-22)
4. Employee Grievance Procedure (Policy P-03)
5. Employee Relations Principles (Policy P-01)
6. Termination of Employment (Policy P-26)

The County agrees to provide assistance and services to the Sheriff concerning the personnel matters referenced in this Agreement through its Department of Human Resources and its Finance Department. The Parties agree that the Department of Human Resources shall maintain all documents related to the employment of the employees of the Sheriff except for documents related to payroll, which shall be maintained by the County's Finance Department. The Sheriff agrees to forward any such documentation to the appropriate County department in a timely fashion.

The Sheriff agrees not to fail or refuse to appoint or hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions or privileges of appointment or employment, because of such individual's race, color, religion, sex, or national origin pursuant to Virginia Code § 15.2-1604 (A). The Sheriff agrees to assume all liability if he disregards employment advice provided by the Department of Human Resources. Further, the Sheriff agrees that he will conduct all aspects of a prospective employee background check except for a criminal background check. The Department of Human Resources will conduct the prospective employee's criminal background check.

6. Administrative Policies. The Sheriff further agrees to comply with all Albemarle County Administrative Policies except AP-1 (Grants Process) and AP-5 (Media Relations).

7. Limitations on Benefits to the Sheriff. The County and the Sheriff agree that only the Sheriff's employees shall receive the compensation and benefits as set forth herein. Such compensation and benefits shall be available to the Sheriff only to the extent required by applicable State law, such as Va. Code § 15.2-1517(B) regarding group life, accident and health insurance.

8. Holidays. The County and the Sheriff acknowledge that the current holiday schedules maintained by the Commonwealth of Virginia and the County are not congruent. The Sheriff agrees to have his employees follow the legal holidays recognized by the Commonwealth of Virginia pursuant to Virginia Code §§ 15.2-1605 and 2.2-3300. However, the Sheriff employees shall be subject to the other provisions of Policy P-81 (Holidays).

9. Term of Agreement. This Agreement shall take effect upon the full execution of this Agreement by the Sheriff and the County and shall remain in force for the duration of the Sheriff's term in office (including terms for which he is re-elected), unless terminated by either party upon thirty (30) days prior written notice. This Agreement may be amended only upon the written agreement of both the Sheriff and the County.

SHERIFF FOR ALBEMARLE COUNTY

By: _____
J.E. "Chip" Harding, Sheriff

Date: _____

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Thomas C. Foley, County Executive

Date: _____

ATTACHMENT 9

The Board of County Supervisors of Albemarle County, Virginia, in regular meeting on the 4th day of May, 2016, adopted the following resolution:

RESOLUTION

WHEREAS, the street(s) in **Grayrock West Subdivision**, as described on the attached Additions Form AM-4.3 dated **May 4, 2016**, fully incorporated herein by reference, is shown on plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised the Board that the street(s) meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle Board of County Supervisors requests the Virginia Department of Transportation to add the street(s) in **Grayrock West Subdivision**, as described on the attached Additions Form AM-4.3 dated **May 4, 2016**, to the secondary system of state highways, pursuant to §33.2-705, Code of Virginia, and the Department's Subdivision Street Requirements; and

BE IT FURTHER RESOLVED that the Board guarantees a clear and unrestricted right-of-way, as described, exclusive of any necessary easements for cuts, fills and drainage as described on the recorded plats; and

FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

* * * * *

The road(s) described on Additions Form AM-4.3 is:

- 1) **Kendall Court (State Route 1306)** from Lanetown Way (Rte 1387) to end of cul-de-sac, shown on plat recorded in office of the Clerk of Circuit Court of Albemarle County in Deed Book 4439, pages 110-112, with a 54-foot right-of-way width, for a length of 0.09 miles.

Total Mileage – 0.09

RESOLUTION TO APPROVE SPECIAL EXCEPTION FOR B201600215ATWR VERIZON WIRELESS INNOVATION DRIVE PERSONAL WIRELESS SERVICE FACILITY

WHEREAS, David P. Turner and The Marketplace of Virginia LLC are the owners of Tax Map and Parcel Number 03200-00-00-04100 (the "Property"), and Crown Communications Inc. leases a portion of the Property and owns the existing personal wireless facilities tower (the "tower") located thereon; and

WHEREAS, Verizon Wireless filed an application for a building permit to add an antenna array to the tower to be mounted at an elevation of 100 feet above ground level, along with ground equipment in an approximately 360 square foot lease area, which application is identified as Building Permit 2016-215ATWR Verizon Wireless Innovation Drive Personal Wireless Service Facility ("B 2016-215"); and

WHEREAS, Albemarle County Code § 18-5.1.40(a)(4)(f) requires that the applicant submit a tree survey identifying and labeling all trees within 50 feet of the facility and all trees to be removed, which may be waived by special exception; and

WHEREAS, Albemarle County Code § 18-5.1.40(b)(3) requires that the applicant submit a tree conservation plan showing tree protection measures, identifying trees to be removed, and identifying dead and dying trees, which may be waived by special exception; and

WHEREAS, Albemarle County Code § 18-5.1.40(b)(2)(a) requires that the number of antenna arrays not exceed three, which may be modified by special exception; and

WHEREAS, Albemarle County Code § 18-5.1.40(b)(2)(c) requires that antennas be mounted so that in no case shall the farthest point of the back of the antenna be more than 18 inches from the facility, which may be modified by special exception; and

WHEREAS, B 2016-215 included a request for a special exception to waive or modify the foregoing requirements.

NOW, THEREFORE, BE IT RESOLVED that, upon consideration of the foregoing, the Executive Summary and staff report prepared in conjunction with the application, all of the factors relevant to the special exception in County Code §§ 18-5.1.40(a)(4)(f), 18-5.1.40(b)(3), 18-5.1.40(b)(2)(a), 18-5.1.40(b)(2)(c), and 18-33.9, and the information provided at the Board of Supervisors meeting, the Albemarle County Board of Supervisors hereby approves the special exception to authorize the waiver of County Code §§ 18-5.1.40(a)(4)(f) and 18-5.1.40(f)(3), and the modification of County Code §§ 18-5.1.40(b)(2)(a) and 18-5.1.40(b)(2)(c) as set forth above, subject to the conditions attached hereto.

* * *

**B201600215ATWR Verizon Wireless Innovation Drive
Personal Wireless Service Facility Special Exception Conditions**

1. The antenna array and all equipment shall be installed as depicted on the site plan referred to as "Verizon Site Name: Innovation Drive", prepared by NB+C Engineering Services, LLC, last revised on March 15, 2016.
2. No more than one (1) additional antenna array shall be added to the existing facility.
3. No antenna authorized by this special exception shall project more than five (5) feet from the center pole to the back of the antenna.

**RESOLUTION TO ESTABLISH A NEW SCHEDULE OF FEES FOR
EMERGENCY MEDICAL SERVICES VEHICLE TRANSPORT SERVICES**

WHEREAS, on September 9, 2009, the Board enacted Chapter 6, Article V of the Albemarle County Code, which authorizes the Albemarle County Department of Fire and Rescue and any volunteer rescue squad that obtains a permit from the County to charge fees for emergency medical services (EMS) vehicle transports; and

WHEREAS, on December 2, 2009, the Board established a schedule of fees for EMS vehicle transport services; and

WHEREAS, on March 7, 2012, the Board amended the schedule of fees based on the market review of those fees; and

WHEREAS, based on a market review of current fees for EMS vehicle transport services, the Board has determined that an increase in fees is reasonable.

NOW, THEREFORE, BE IT RESOLVED that the following EMS vehicle transport service fees are hereby increased and a new schedule of fees is established, effective July 1, 2016, for all EMS vehicle transport services provided in accordance with Chapter 6, Article V of the County Code:

1. For Basic Life Support (BLS) transport services: \$500. BLS is defined as the emergency response and transport of a patient that requires assessment and treatment by a BLS Technician and no Advanced Life Support procedures.
2. For Advanced Life Support Level 1 (ALS1): \$600. ALS1 is defined as the emergency response and transport of a patient that requires assessment and treatment by an ALS Technician and one or more Advanced Life Support procedures.
3. For Advanced Life Support Level 2 (ALS2): \$850. ALS2 is defined as the transport of a patient that requires defibrillation, pacing, intubation, or the administration of 3 or more Schedule IV medications.
4. For Ground Transport Miles (GTM): \$15.00/mile. GTM is defined as the charge per patient transport mile.

BE IT FURTHER RESOLVED THAT no person shall be denied transport services due to his or her inability to pay.

**RESOLUTION TO APPROVE AMENDED AND RESTATED
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"); and

WHEREAS, the County and the RSWA entered into Amendment Nos. 1, 2, 3, and 4 to extend the term of the Agreement through December 31, 2013, June 30, 2014, June 30, 2015, and June 30, 2016, respectively; and

WHEREAS, the Board finds it is in the best interest of the County to enter into a new agreement with the RSWA to continue the operations and services for the County at the Ivy MUC, and to provide for the design, construction and operation of a new top load transfer station facility at the Ivy MUC.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the Amended and Restated Ivy Material Utilization Center Programs Agreement between the County of Albemarle and the Rivanna Solid Waste Authority and authorizes the County Executive to sign the Agreement after approval as to content and form by the County Attorney.

**AMENDED AND RESTATED
IVY MATERIAL UTILIZATION CENTER PROGRAMS AGREEMENT
BETWEEN
THE COUNTY OF ALBEMARLE
AND
THE RIVANNA SOLID WASTE AUTHORITY**

This **Amended and Restated Ivy Material Utilization Center Programs Agreement** (this "Agreement") is made this 4th day of May, 2016 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, on November 20, 1990, the City of Charlottesville (the "City") and the County entered into a certain Solid Waste Organizational Agreement (the "Organizational Agreement") for the purpose of forming the Authority to own and operate the Ivy Landfill (the "Landfill") and to provide all waste disposal services, including both landfilling and recycling programs for waste collected within the City and County as determined by a Board of Directors appointed by the City and County;
- WHEREAS, the Landfill operated continuously from 1968 until it ceased to accept municipal solid waste in 1998, and then continued to operate Cell 2-Unlined accepting construction and demolition debris until final closure of the Landfill in 2001;
- WHEREAS, the Authority continues to provide more limited waste management services to the City and County and has continuing obligations with respect to the closure, remediation and monitoring of the closed Landfill;
- WHEREAS, the Authority constructed a transfer station at the Landfill site (the "Existing Ivy Transfer Station") pursuant to a decision by its Board of Directors in 1997 as an outdoor facility;
- WHEREAS, the Authority operates the Existing Transfer Station and provides other waste and recycling services at the Landfill site, all such operations collectively referred to as the "Ivy Material Utilization Center" (the "Ivy MUC"), which excludes the areas of the Landfill that have been closed and are subject to remediation and monitoring;
- WHEREAS, the City, the County, the Authority and the University of Virginia entered into a Memorandum of Understanding dated January 10, 2005 with respect to the sharing of costs related to the closure, remediation and monitoring of the Landfill (as may be amended from time to time, the "Environmental Expenses MOU");
- WHEREAS, the closure of the Landfill, together with the absence of City and County ordinances requiring that all waste generated within each of their jurisdictions be delivered to the Authority pursuant to Section 6.1 of the Organizational Agreement, reduced substantially the Authority's revenues and operating capital and has required the Authority to have local government financial support to continue to deliver services requested by County and City;
- WHEREAS, the City, the County and the Authority entered into a Local Government Support Agreement dated December 17, 2007, as amended by First Amendment to Local Government Support Agreement dated July 1, 2010, providing for City and County financial support to the extent reasonably managed expenses exceeded revenues ("Financial Support") in order to allow the continued operation of the McIntire Recycling Center and Paper Sort Facility (collectively the "Recycling Services") as well as the Existing Ivy Transfer Station at the Ivy MUC, which agreement expired on December 31, 2010;

WHEREAS, the City elected effective July 1, 2011 to no longer participate in the provision of Financial Support for the services offered by the Authority at the Ivy MUC;

WHEREAS, the County elected for the Authority to continue the provision of services and operation of the Ivy MUC;

WHEREAS, the County and the Authority entered into an Ivy Material Utilization Center Programs Agreement dated August 23, 2011, and effective July 1, 2011, to continue the services and operation of the Ivy MUC for the County, and the County agreed to provide all required Financial Support for the Ivy MUC;

WHEREAS, the Ivy Material Utilization Center Programs Agreement has been extended for the continuation of the services and operation of the Ivy MUC by the Authority for the County by Amendment No.1 dated June 7, 2013, Amendment No.2 dated October 23, 2013, Amendment No.3 dated April 16, 2014, and Amendment No.4 dated July 1, 2015;

WHEREAS, in 2014 the Virginia Department of Environmental Quality ("VDEQ") notified the Authority that the Existing Ivy Transfer Station's outdoor facility would not comply with VDEQ requirements for separation of waste leachate from stormwater and required the Authority to submit plans including a milestone schedule by March 31, 2015 to upgrade, replace, or close the Existing Ivy Transfer Station (the "Correction Plan");

WHEREAS, the City did not wish to participate in the improvements needed to comply with VDEQ requirements and the County accepted the responsibility for evaluating options and selecting its preferred means for VDEQ compliance, and at the request of the County the Authority sought and received from VDEQ an extension until December 31, 2015 to submit the Correction Plan;

WHEREAS, on November 4, 2015 the County Board of Supervisors approved the making of a request to the Authority that the Authority oversee the design and construction of a new top load transfer station (the "Facility") at the Authority's Ivy site as well as operate it after its construction;

WHEREAS, the Authority presently establishes the tipping fees for the Existing Ivy Transfer Station as well as fees and charges for other services within the Ivy MUC, and the County has requested that the Authority set tipping fees for the Facility when it becomes operational subject to terms in this Agreement; and

WHEREAS, the County and the Authority have agreed to enter into this Amended and Restated Ivy Materials Utilization Center Agreement pursuant to which the Authority will provide for the design, construction, and operation of the Facility on behalf of the County and the County will continue to provide for Financial Support to the Authority to include the necessary capital, administration and operating expenses allocated to the services provided by the Authority at the Ivy MUC as defined herein and in the Authority's adopted budget.

NOW, THEREFORE, the Parties agree as follows:

1. County Request for Continued Operation of the Ivy MUC with Replacement of Existing Transfer Station with the Facility

The County has determined the need for the continued operation of, and provision of services at, the Ivy MUC, to include replacement of the Existing Transfer Station with the Facility and the County, pursuant to Section 4.3 of the Organizational Agreement, hereby directs the Authority, and the Authority hereby agrees, to continue such operation and provide such services, subject to the terms and conditions set forth herein.

2. **County's Financial Support of Expected Expenses Over Revenues**

Based upon cost estimates and advice provided by an engineering firm selected and retained by the County ("County's Engineer"), it is the expectation of the County that funding for the operating and administrative expenses of the Ivy MUC from the tipping fees charged for use of the Facility and other revenues projected (designated as the sum of Ivy Tipping Fees, Ivy MSW Tipping, Material Sales-Ivy, and Other Revenues in the Authority's operating budget) will be insufficient to cover such expenses. The Authority shall prepare and adopt a budget, with revenues based upon the tipping fees set pursuant to Paragraph 3 below, and expenses based upon the Authority using all reasonable efforts to effectively and efficiently operate the Facility and including reasonable reserves, balanced by using revenue to be contributed by the County. The Ivy MUC expenses shall be the sum total of Ivy Operations and MSW-Ivy Transfer as well as a reasonably allocated percentage of the total Administration Services expenses of the Authority, such percentage to be determined based upon reasonable estimates of the portion of Administration Services expected to be devoted to the permitting, design, construction and operation of the Facility, all as shown in the operating budget of the Authority. The County agrees to fund that portion of the budget balanced by revenues to be contributed by the County as provided below. An example of the calculations required by this Paragraph is set forth in Exhibit 1 attached hereto (which are based upon the tipping fees adopted by the Authority effective July 1, 2015 as set forth in Exhibit 2), and such calculations shall be made by the Authority in a manner consistent with the example in Exhibit 1. The percentage of Administration Services expenses assumes that an additional portion of the Authority's total Administration Services expenses will be allocated under the Local Government Support Agreement for Recycling Programs among the City, the County and the Authority (as may be amended from time to time, the "Recycling Programs LGSA"), and therefore the Parties hereto agree that this Agreement and the Authority's continuation of the Ivy Material Utilization Center programs with the level of the County's funding determined by such percentage is contingent upon entry by the County and the City into the Recycling Programs LGSA, and in the event of any extension of the term of this Agreement pursuant to Paragraph 8 below, upon an extension for the same period of the term of the Recycling Programs LGSA.

3. **Tipping Fees and Other Charges for Ivy MUC**

Tipping fees and other charges for the Ivy MUC adopted by the Authority effective July 1, 2015 for the Authority's fiscal year ending June 30, 2016 are attached hereto as Exhibit 2. The Authority shall consult with the County prior to proposing any change to the tipping fees or other charges for the Ivy MUC and shall, to the extent permitted by law and subject to the requirements of Virginia Code Section 15.2-5136, propose any changes to tipping fees and other charges for use of the Ivy MUC for adoption by the Authority's Board of Directors as requested by majority vote of the County's Board of Supervisors. The Ivy MUC expenses have included and the Authority is authorized to continue to include equipment depreciation expenses which are reserved for future capital equipment repair and replacement. The Authority has maintained records of the depreciation charges for the Existing Ivy Transfer Station since 2003 as well as capital equipment and repair expenses against such charges, though these records are not established as a separate reserve fund. Furthermore, the revenues funding much of the depreciation expenses were obtained from tipping fees charged for waste delivered to the Existing Ivy Transfer Station for which the Authority is unable to determine whether such waste originated in the County or City. To the extent that the Authority's records show an excess of budgeted depreciation charges for the Existing Ivy Transfer Station over capital equipment and repair expenses at the time when the Facility begins operation and the Existing Ivy Transfer Station permanently ceases to operate and closure is complete as approved by VDEQ, the Authority agrees that such excess would no longer be required to be held and could be released as a one-time only payment to the County and City. Provided that the County and City reach a written agreement, separate from this Agreement, on how the two

localities will split these excess funds, the Authority agrees to distribute such excess in accordance with such agreement. Notwithstanding the terms of such agreement, the Authority may charge depreciation expenses provided in its annual budget for the Facility during the time in which the Authority operates such Facility, and use such expenses for capital equipment and repair of the Facility, and requirements for operating the Facility. Furthermore, the Authority has charged separate depreciation expenses to other Ivy MUC programs, Ivy landfill remediation, and recycling programs, and such funds are not subject to the provisions of this Paragraph.

4. Quarterly Payments

To the extent that the Authority's proposed annual budget for the Ivy MUC is balanced by revenues to be contributed by the County, the County agrees to provide such revenues by payments to the Authority made quarterly on the first day of July, October, January, and April of such fiscal year of the Authority.

5. Increase or Decrease in Ivy Material Utilization Center Financial Support

Payments by the County to the Authority for any particular fiscal quarter shall be increased or decreased, as appropriate to take into account any extraordinary increases or reductions in Ivy MUC expenses and/or reductions or increases in revenue not anticipated by the adopted budget for such year upon the Authority's submission to the County of an amended budget approved by the Authority's Board of Directors at least 30 days prior to the due date of the next payment. Upon completion of an independent audit of the Authority for the prior fiscal year, the County's payments to the Authority shall be increased or decreased, as appropriate, to take into account increases or decreases in audited actual Ivy MUC expenses (including depreciation expenses, payments to escrow, and allocations of administrative expenses) and/or reductions or increases in actual revenues from those anticipated by the adopted budget. In the event the amount of the County's payments exceed the amount of revenues needed by the Authority pursuant to Paragraph 2 above, the Authority shall remit such excess to the County, or in the event that the County extends this Agreement as provided in Paragraph 8 below, the Authority may carry such excess over to the next fiscal year giving the County credit during such year for such excess. Furthermore, in the event the amount of County's payments is less than the amount of revenues needed by the Authority pursuant to Paragraph 2 above, the County shall remit such excess to the Authority.

6. Construction of Facility, Operating Reserve and Existing Facility Closure Costs

A. The Authority will construct and operate the Facility consistent with the conceptual floor plan and site plan prepared by the County's Engineer (the "Conceptual Plan"), approved by the County, and submitted by the Authority on the County's behalf to VDEQ in its response dated December 16, 2015 ("Response Letter") to the VDEQ Letter of Agreement dated March 19, 2015, except as provided in Paragraph 6.E below. The Facility shall be designed and constructed at the sole cost of the County with the design and construction cost to be initially budgeted at the preliminary estimate developed by the County's Engineer of \$2,587,000, including equipment. The County appropriated \$1,200,000 in June, 2015 toward design and other costs related to the Facility. Prior to the Authority executing a construction contract for the Facility pursuant to subparagraph E. below, the County shall appropriate, subject to Paragraph 11 below, (i) additional funds in the amount of \$1,387,000, which together with the previously appropriated amount equals the County Engineer's preliminary estimate of \$2,587,000, plus (ii) any additional funds which the County has agreed to appropriate in order to increase the project budget pursuant to subparagraph E. below. The Facility will be operated by the Authority under an amendment of the VDEQ permit by rule designated as Permit 132, subject to approval by VDEQ.

- B. Following completion of the preliminary design based upon the Conceptual Plan and before proceeding with the detailed design phase, the Authority will present the preliminary design to the County's Board of Supervisors reflecting any modifications or additions to the Conceptual Plan. The Authority will provide the County's Director of Facilities and Environmental Services or his designee with a copy of the completed preliminary design one week in advance of presentation of the same to the Board of Supervisors. The Authority will present progress drawings of the detailed design based upon the preliminary design at 50% completion and again at completion of detailed design. The Authority will provide the County's Director of Facilities and Environmental Services or his designee with a copy of such progress drawings one week in advance of presentation of the same to the Board of Supervisors. The Authority will incorporate all reasonable requests for changes to the preliminary design and detailed design from the Board of Supervisors consistent with the Authority's responsibilities under this Agreement. The County agrees to schedule presentations of the preliminary design and detailed designs to the Board of Supervisors as needed to allow the Authority to meet the time constraints imposed by this Agreement. Except as otherwise provided above, the Authority may make interpretations regarding further details in design and construction consistent with the Conceptual Plan without further direction from the County subject to decisions made by vote of the Authority's Board of Directors, or delegated by the Authority's Board of Directors to its Executive Director.
- C. The Authority will be responsible for the permitting, design and construction of the Facility. The Facility shall be constructed on a timeline consistent with or in advance of the proposed milestone schedule attached to the Response Letter, or any approved extensions thereof, to the extent of the Authority's reasonable control. Reasonable efforts will be made to expedite construction where practicable and within the reasonable control of the Authority.
- D. The design engineer for the Facility shall be chosen by the Authority after consultation with the County's Director of Facilities and Environmental Services, or his designee. The design engineer's contract shall be subject to approval by the Authority's Board of Directors.
- E. The Authority will provide professional project management services throughout the design, bidding and construction of the Facility. Such services include establishing and appropriately revising monetary allotments within the overall project budget to project phases or work breakdown, updating costs estimates for construction, engineering, and management services at appropriate intervals as determined by the Authority, and updating project schedules. The Parties agree that the overall project costs for design and construction of the Facility will depend upon numerous factors, many of which are beyond the direct control of the Authority including, but not limited to, market changes in commodity prices, bid competitiveness within the construction industry, competency and performance of the construction contractor which must be selected within the limitations of the Virginia Public Procurement Act, and subsurface conditions later identified but not fully known at the beginning of design. The Authority may make adjustments to the project scope during design, bidding and construction based upon its reasonable updated projections of cost and time, in order to maintain a high probability that the project will be completed within the County's budget; provided, however, that to the extent such project scope adjustments may materially affect the County's Conceptual Plan as further developed by the preliminary design and detailed design, the Authority will consult with the County before making such adjustments. To the extent the County may not desire project scope adjustments materially affecting the Conceptual Plan as further developed by the preliminary design and the detailed design that the Authority has concluded are necessary to

manage the project within budget, the County may authorize an increase in the project budget and make any additional appropriation required therefor and/or modify the project schedule in such a manner that the Authority may confirm the project scope adjustments are no longer necessary, provided that the County acts within a timeframe permitting the Authority to meet the timeline obligations in subparagraph C as reasonably determined by the Authority. The Authority may authorize such change orders as it deems necessary and appropriate for the management of the construction contract and within timeframes necessary to avoid delay claims from the contractor, and will consult with the County's Director of Facilities and Environmental Services, or his designee, prior to execution of any material change order. The Authority's Executive Director shall obtain the approval of the Authority's Board of Directors prior to executing any change order in an amount which would exceed the total contract contingency previously authorized by the Board of Directors. The construction contract for the Facility shall be subject to approval by the Authority's Board of Directors. The Authority will provide the County staff or its Board of Supervisors with periodic updates during construction of the Facility as may be requested by the County.

- F. The County will pay the Authority the amounts approved by the Authority for payment pursuant to the design and construction contracts for the Facility on a monthly basis, within thirty (30) days of the Authority's written request for such payment, which request shall include copies of the contractor's invoice.
- G. Before operation of the completed Facility begins, the Authority may require the County to fund an operating reserve of up to \$200,000 for unbudgeted operating costs of the Facility incurred by the Authority. The Authority shall maintain a general liability insurance policy with a minimum of two million dollars of coverage and an excess liability policy with a minimum of ten million dollars of coverage. In addition, the Authority shall maintain an environmental policy with a minimum of one million dollars in coverage. The County will be responsible for any claims arising out of the operation of the Ivy MUC that exceeds the applicable coverage limits.
- H. The Authority shall be responsible for the closure of the existing transfer station facility. All closure costs shall be paid by the Authority, to the extent of available reserves, and any closure costs in excess of reserves shall be paid by the County.

7. Legal Challenges and Escrow Fund

- A. The County shall be responsible for any Authority legal fees, costs, and any judgment awarded not covered by applicable insurance coverage arising from any challenge to the amendment of Permit 132 or the legal authority to operate the Facility, whether based on nuisance or other legal theory.
- B. The County shall establish an escrow fund with the Authority to cover legal costs incurred by the Authority arising from the operation of the IVY MUC in the amount of \$50,000 upon the execution of this Agreement. The Authority may use the escrow fund to pay any such unbudgeted expense if the County fails to pay the amount of the unbudgeted expense to the Authority within thirty days of a written request by the Authority to the County to do so. Should the County fail to pay the Authority's legal costs, the Authority may attempt to settle the lawsuit in a way to minimize the Authority's further legal expenses.

8. Term of Agreement

- A. This Agreement shall be effective upon execution and the County's financial participation requirements shall be retroactive to July 1, 2011 and shall continue

for the Authority's fiscal year ending June 30, 2016. Subject to Paragraph 2 above, the term of this Agreement shall be extended for additional one (1) year terms unless terminated by the County by written notice received by the Authority not later than January 1st prior to the then applicable expiration date of the Agreement.

- B. Notwithstanding the above, this Agreement may be terminated upon thirty days written notice by the Authority to the County if (i) the County fails to appropriate, within the timeframes required under this Agreement, the funds necessary to (a) construct the Facility under Paragraph 6 of this Agreement, (b) fund any excess expenses over revenues projected in the operating budget for the Facility under Paragraph 2 of this Agreement, (c) fund any reserves or escrows required under Paragraphs 6 and 7 of this Agreement, or (d) fund any amounts in excess of existing reserves necessary to close the Existing Ivy Transfer Station; (ii) the County fails to pay when due any amounts owed to the Authority under the terms of this Agreement and the County fails to make such payment within thirty days of such written notice; or (iii) the County breaches any other term of this Agreement and fails to cure such breach within ninety days of such written notice. The Authority, upon termination of this Agreement, may recover its net expenses up to the date of termination from operating reserves or the escrow fund without prejudice to any claim for remaining expenses, including costs of collection and legal fees. Upon any such termination, the Authority shall cease any further design and/or construction of the Facility, terminate any operation of the Facility and decommission the Facility (if construction has commenced). The County shall reimburse the Authority for all costs incurred by the Authority (including, but not limited to, any amounts owed under Paragraphs 6.F, 6.G, and 7.A above, design and consultants fees, legal fees and other "soft" costs and decommissioning costs for the Facility, if any) in connection with the design, construction and/or operation of the Facility (collectively, the "Authority Costs") and the Authority's obligations to design, construct and operate the Facility shall terminate.

9. Solid Waste Organizational Agreement

The Parties enter this Agreement notwithstanding any provisions in the Organizational Agreement conflicting with this Agreement, and agree that in the event of any such conflicting provisions, this Agreement shall control.

10. Voluntary County Funding

Nothing in this Agreement shall be construed as creating a claim, cause of action, or right of recovery against either the County by the Authority or by any creditor or claimant of the Authority. The Authority acknowledges that the County is not under any legal or equitable obligation to provide funding to the Authority, but that it has voluntarily chosen to do so for the sole reason of insuring the continuation of a certain level of solid waste disposal and recycling services being provided by the Authority at the Ivy MUC, and the County acknowledges that in the event such funding is not made available to the Authority, the Authority will necessarily have to curtail those services.

11. Non-Appropriation

This Agreement is subject to the approval, ratification, and annual appropriations by the Albemarle County Board of Supervisors of the necessary money to fund this Agreement for this and any succeeding fiscal years. Should the County fail to appropriate the necessary funding, it shall give prompt written notice to the Authority of such non-appropriation and this Agreement shall automatically terminate without further notice by or to any Party.

12. **Amendment**

Any amendment to this Agreement must be made in writing and signed by the Authority and the County.

13. **Governing Law**

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia.

14. **Notices**

Any notice, invoice, statement, instructions, or direction required or permitted by this Agreement shall be addressed as follows:

- a. To the County: Office of the County Executive
401 McIntire Road
Charlottesville, VA 22902
- b. To the Authority: Office of the Executive Director
Rivanna Solid Waste Authority
P.O. Box 979
Charlottesville, Virginia 22902-0979

or to such other address or addresses as shall at any time or from time to time be specified by any Party by written notice to the other Party.

15. **Integration Clause**

This Agreement, and any amendment or modification that may hereafter be agreed to in accordance with the provisions herein, constitutes the entire understanding between the Parties with respect to the matters addressed, and supersedes any and all prior understandings and agreements, oral or written, relating hereto, except for the Environmental Expenses MOU.

16. **Execution**

This Agreement may be executed 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.

WHEREAS, these terms are agreeable to the County of Albemarle and the Rivanna Solid Waste Authority, and each Party offers its signature as of the date below.

THE COUNTY OF ALBEMARLE:

Thomas C. Foley
County Executive

Date

RIVANNA SOLID WASTE AUTHORITY:

Lonzy E. Wood
Interim Executive Director

Date

EXHIBIT 1
LOCAL GOVERNMENT SUPPORT AGREEMENT FOR IVY MATERIAL UTILIZATION CENTER PROGRAMS
EXAMPLE OF CALCULATION FOR DETERMINING COUNTY FUNDING

Example Budget

	<u>Total Budget</u>	<u>Amount Applied per Agreement</u>	Notes:
Revenues			
Ivy Tipping	\$ 180,920	\$ 180,920	Included 100%
Ivy MSW Tipping	468,400	468,400	Included 100%
Material Sales-Ivy	171,000	171,000	Included 100%
Recycling Revenues	171,700	-	Not Included
Other Revenues	70,000	70,000	Included 100%
Interest & Fees	<u>7,920</u>	<u>-</u>	Not included
	1,069,940	890,320	
Expenses			
Ivy Operations	\$ 277,800	\$ 277,800	Included 100%
MSW Transfer - Ivy	766,137	766,137	Included 100%
Recycling Operations	290,740	-	Not Included
Administration	403,421	201,711	Included 50%
Debt Service	<u>-</u>	<u>-</u>	Not Included
	1,738,098	1,245,648	
		\$ (355,328)	
Payment by Albemarle County		\$ 355,328	
Quarterly Amount		\$ 88,832	25% of Total

EXHIBIT 2

LOCAL GOVERNMENT SUPPORT AGREEMENT FOR IVY MATERIAL UTILIZATION CENTER PROGRAMS RSWA TIPPING FEES RATE SCHEDULE FOR FISCAL YEAR 2016

TIPPING FEES PER TON:

IVY MUC:

Clean Fill Material	\$ 20.00*	Pallets	\$ 48.00
Grindable Vegetative Material	\$ 48.00	Tires, Whole	\$190.00
Non-Freon Appliances	\$105.00	Sludge-Rivanna	\$ 8.00
MSW & CDD – Ivy Transfer Station	\$ 66.00		

TIPPING FEES PER ITEM (IVY MUC):

Freon Appliances	\$ 17.00	Truck Tire Off Rim	\$ 17.00
Non-Freon Appliances	\$ 9.00	Truck Tire With Rim	\$ 33.00
Passenger Car Tire Off Rim	\$ 6.00	Passenger Car Tire With Rim	\$ 13.00

OTHER CHARGES FOR GOODS & SERVICES:

Mulch or Lumber Log	\$ 30.00 per ton*	Trash Stickers	\$ 24.00 for 12
Ticket request	\$ 1.00 each	Minimum Charge	\$ 6.00 per load
Service fee per ticket		Credit Application	\$ 35.00 each
County	\$ 1.00 each		
Other-Non County	\$ 10.00 each		
General Hauling	\$ 100.00 each		
Hauling Surcharges:			
Delivery Within 1 st Area	\$ 22.00 each		
Delivery Within 2 nd Area	\$ 32.00 each		
Delivery Over County Line	\$ 42.00 each		

*Maximum charge

May 4, 2016

The Honorable Senator Tim Kaine
231 Russell Senate Office Building
Washington, D.C. 20510

Dear Senator Kaine:

I am writing on behalf of the Albemarle County Board of Supervisors to seek your help with an item in the Transportation Budget Bill making its way through the U.S. Senate.

We are grateful for your consistent support for intercity passenger rail. The Charlottesville-Albemarle region has enjoyed many benefits from the highly successful Lynchburg-DC Northeast Regional Amtrak service which began during your administration. This train has resulted in a three-fold increase in the number of passengers at the Charlottesville Amtrak station, which reached 134,000 in FY2015. Yet Amtrak facilities at the privately-owned station remain exactly as they were in 1998, when annual ridership was only 28,000.

In 2015, 190,000 passengers boarded or alighted the Northeast Regional at stations between Lynchburg and Washington, DC, with Charlottesville the most robust station on the route in terms of ridership and revenue. The Commonwealth has committed to a second frequency of the Lynchburg train, which is needed to add capacity as ridership continues to grow. Yet, in spite of these successes, and partially as a result of them, the future of passenger rail for our region is at risk.

Amtrak and Virginia Department of Rail and Public Transportation (VDRPT) are dissatisfied with the facilities at the Charlottesville station and have informed us there must be major improvements, as well as a return to public ownership, before service to Charlottesville will be expanded. Because many Albemarle County citizens patronize Amtrak at the Charlottesville station, the Board of Supervisors has an equal interest in solving this problem. The Charlottesville-Albemarle MPO is leading a planning study for the station project, but there is little doubt that federal matching grants will be needed before the public ownership and station upgrades required by Amtrak and DRPT can be achieved.

A promising new source of such grants was introduced in the Fixing America's Surface Transportation (FAST) Act. The Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program was authorized for up to \$190 million in order to cover a broad range of rail projects. However, the Senate Appropriation Transportation Housing and Urban Development (THUD) Subcommittee narrowed the scope of the program by stripping eligibility for passenger-specific goals such as investment in stations, upgrades to reduce train congestion, and enhancements to facilitate ridership growth. With this restriction on the use of funds, projects like the Charlottesville station will be unable to receive these federal funds for the necessary improvements to support the region's growing demand for passenger rail.

We are writing to request your support for restoring passenger specific goals to the CRISI Program. As we understand it, this will require a motion for a germane amendment to restore the original references to passenger rail in the CRISI portion of the bill. More specifically, we request that you introduce such an amendment when the bill comes to the Senate floor.

On behalf of the citizens of Albemarle County, we thank you for considering our request.

May 4, 2016

The Honorable Senator Mark R. Warner
475 Russell Senate Office Building
Washington, DC 20510

Dear Senator Warner:

I am writing on behalf of the Albemarle County Board of Supervisors to seek your help with an item in the Transportation Budget Bill making its way through the U.S. Senate.

We are grateful for your consistent support for intercity passenger rail. The Charlottesville-Albemarle region has enjoyed many benefits from the highly successful, state-supported Lynchburg-DC Northeast Regional Amtrak service which began in 2009. This train was partially paid for with funds from the Virginia's Rail Enhancement Program that began under your administration. The train has resulted in a three-fold increase in the number of passengers at the Charlottesville Amtrak station, which reached 134,000 in FY2015. Yet Amtrak facilities at the privately-owned station remain exactly as they were in 1998, when annual ridership was only 28,000.

In 2015, 190,000 passengers boarded or alighted the Northeast Regional at stations between Lynchburg and Washington, DC, with Charlottesville the most robust station on the route in terms of ridership and revenue. The Commonwealth has committed to a second frequency of the Lynchburg train, which is needed to add capacity as ridership continues to grow. Yet, in spite of these successes, and partially as a result of them, the future of passenger rail for our region is at risk.

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We are writing to request your support for restoring passenger specific goals to the CRISI Program. As we understand it, this will require a motion for a germane amendment to restore the original references to passenger rail in the CRISI portion of the bill. We request your support for a motion to add such an amendment when the bill comes to the Senate floor.

On behalf of the citizens of Albemarle County, we thank you for considering our request.

**ANNUAL RESOLUTION OF APPROPRIATIONS
OF THE COUNTY OF ALBEMARLE
FOR THE FISCAL YEAR ENDING JUNE 30, 2017**

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, 2017; 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, 2017:

Paragraph One: GENERAL MANAGEMENT AND SUPPORT

Board of Supervisors	\$687,508
County Executive	\$1,311,677
Human Resources	\$644,772
County Attorney	\$1,063,239
Finance Department	\$5,257,855
Management and Budget	\$453,099
Information Technology	\$3,003,829
Voter Registration/ Elections	<u>\$659,435</u>
	\$13,081,414

Paragraph Two: JUDICIAL

Circuit Court	\$104,694
General District Court	\$41,328
Magistrate	\$4,050
Juvenile Court	\$126,445
Public Defender's Office	\$76,663
Clerk of the Circuit Court	\$914,181
Sheriff's Office	\$2,423,671
Commonwealth's Attorney	<u>\$1,275,064</u>
	\$4,966,096

Paragraph Three: PUBLIC SAFETY

Police Department	\$17,223,824
Transfer to Fire Rescue Services Fund - Operations	\$11,854,182
Inspections and Building Codes	\$1,389,452
Emergency Communications Center	\$2,354,327
Albemarle Charlottesville Regional Jail	\$3,745,702
Community Attention Home	\$60,149
Juvenile Detention Center	\$831,568
Foothills Child Advocacy Center	\$31,297
Offender Aid and Restoration	\$154,402
SPCA Shelter Contribution	\$570,389
Virginia Juvenile Community Crime Control	<u>\$52,231</u>
	\$38,267,523

Paragraph Four: GENERAL SERVICES / PUBLIC WORKS

Facilities and Environmental Services	\$4,398,035
Rivanna Solid Waste Authority	<u>\$539,072</u>
	\$4,937,107

Paragraph Five: HUMAN SERVICES

Department of Social Services	\$12,366,640
Transfer to Bright Stars Fund	\$930,064
Transfer to Children Services Act (CSA) Fund	\$3,732,110
Tax Relief for Elderly/Disabled	\$910,000
Health Department	\$692,311
Region Ten	\$723,260
Agency Budget Review Team (ABRT)	\$17,132
Boys & Girls Club	\$20,000
Charlottesville Free Clinic	\$116,699
ReadyKids	\$68,291
Computers 4 Kids	\$13,379
Jefferson Area Board for Aging (JABA)	\$317,985
Jefferson Area CHIP	\$301,500
JAUNT	\$1,512,723
Legal Aid Justice Center	\$38,700
Piedmont CASA	\$9,270
Piedmont Workforce Network	\$15,556
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>
	\$22,031,804

Paragraph Six: EDUCATION

Piedmont Virginia Community College	\$23,981
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Paragraph Seven: PARKS, RECREATION AND CULTURE

Department of Parks & Recreation	\$2,640,554
Jefferson-Madison Regional Library	\$4,243,565
African American Festival	\$2,700
Ashlawn Highland Festival	\$3,800
Literacy Volunteers	\$25,287
Municipal Band	\$8,000
Piedmont Council of the Arts	\$5,000
Virginia Festival of the Book	\$10,000
Virginia Film Festival	\$10,000
Visitor's Bureau	<u>\$776,378</u>
	\$7,725,284

Paragraph Eight: COMMUNITY DEVELOPMENT

Department of Community Development	\$4,592,536
Housing Office	\$482,913
VPI Extension Service	\$208,683
Soil & Water Conservation	\$118,107
Office of Economic Development	\$371,899
Albemarle Housing Improvement Program (AHIP)	\$400,000
Charlottesville Area Transit	\$1,054,244
Central Virginia Small Business Development Center (CVSBDC)	\$12,000
Monticello Area Community Action Agency (MACAA)	\$63,200
Piedmont Housing Alliance	\$34,716
Planning District Commission	\$127,587
Streamwatch	<u>\$10,380</u>

\$7,476,265

Paragraph Nine: REVENUE SHARING AGREEMENT

Revenue Sharing Agreement \$15,767,084

Paragraph Ten: TAX REFUNDS, ABATEMENTS, & OTHER REFUNDS:

Refunds and Abatements \$167,000

Paragraph Eleven: OTHER USES OF FUNDS

Transfer to School Fund - Recurring	\$116,892,513
Transfer to Debt Service Funds	\$20,615,345
Transfer to Capital Projects Funds	\$1,640,203
Transfer to Water Resources Fund	\$1,156,443
Transfer to Fire/Rescue Capital/Debt	\$660,825
Disability Reserve	\$10,000
Economic Development Fund	\$160,000
Development Areas/Urbanization Initiatives	\$250,000
Grants Leveraging Fund	\$100,000
Innovation Fund	\$75,000
Fuel and Utilities Contingency	\$257,000
Training Pool	\$51,000
Reserve for Contingencies	\$244,761
Salary Reserve - Reclassifications	\$150,000
Efficiencies/Savings	(\$150,000)
Transformation/Efficiency Study/Implementation	\$125,000
Priority Driven Budget Support	\$50,000
VERIP Program	\$768,750
	<u>\$143,056,840</u>

Total GENERAL FUND appropriations for the fiscal year ending June 30, 2017: \$257,500,398

To be provided as follows:

Revenue from Local Sources	\$224,552,842
Revenue from the Commonwealth	\$23,237,624
Revenue from the Federal Government	\$5,134,906
Transfers In from Other Funds	\$3,259,026
Use of Fund Balance	\$1,316,000

Total GENERAL FUND resources available for fiscal year ending June 30, 2017: \$257,500,398

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, 2017:

Paragraph One: GENERAL FUND SCHOOL RESERVE FUND

Transfer to the School Fund	\$1,367,403
Total GENERAL FUND SCHOOL RESERVE FUND appropriations for fiscal year ending June 30, 2017:	\$1,367,403

To be provided as follows:

Use of Fund Balance	\$1,367,403
Total GENERAL FUND SCHOOL RESERVE FUND resources available for fiscal year ending June 30, 2017:	\$1,367,403

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, 2017:

Paragraph One: REGULAR SCHOOL FUND

Instruction	\$131,243,851
Administration, Attendance, and Health	\$7,796,070
Pupil Transportation	\$9,922,358
Operation and Maintenance	\$16,045,655
School Food Services and Other Non-Instructional Services	\$0
Facilities	\$489,388
Debt Service and Fund Transfers	\$4,049,683
Technology	\$3,125,933
Contingency/Reserve	\$0
Total REGULAR SCHOOL FUND appropriations for fiscal year ending June 30, 2017:	\$172,672,938

To be provided as follows:

Revenue from Local Sources (General Fund Transfer)	\$116,892,513
Revenue from Other Local Sources	\$2,382,010
Revenue from the Commonwealth	\$48,638,514
Revenue from the Federal Government	\$2,992,498
Transfers	\$400,000
Transfer from General Fund School Reserve Fund	\$1,367,403
Total REGULAR SCHOOL FUND resources available for fiscal year ending June 30, 2017:	\$172,672,938

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, 2017:

Paragraph One: OTHER SCHOOL FUNDS

Instruction	\$7,649,957
Administration, Attendance, and Health	\$0
Pupil Transportation	\$1,109,702

Operation and Maintenance	\$279,986
School Food Services and Other Non-Instructional Services	\$7,506,658
Facilities	\$0
Debt Service and Fund Transfers	\$400,000
Technology	\$1,000,000
Contingency/Reserve	\$0

Total OTHER SCHOOL FUND appropriations for fiscal year ending June 30, 2017:	\$17,946,303
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To be provided as follows:

Revenue from Local Sources	\$9,086,277
Revenue from the Commonwealth	\$537,059
Revenue from the Federal Government	\$6,595,606
Transfers	\$1,654,053
Use of Fund Balance	\$73,308

Total OTHER SCHOOL FUND resources available for fiscal year ending June 30, 2017:	\$17,946,303
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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, 2017:

Paragraph One: OTHER GENERAL GOVERNMENT FUNDS

Computer Maintenance and Replacement	\$303,653
Commonwealth's Attorney Delinquent Fines and Fees	\$60,000
Victim-Witness Program	\$125,493
Crime Analysis Grant	\$69,313
Problem Oriented Police (POP) Grant	\$139,509
Regional Firearms Training Center	\$200,280
Fire Rescue Services	\$14,255,832
Criminal Justice Grant Programs	\$731,081
Water Resources	\$1,639,662
Facilities Development	\$932,945
Courthouse Maintenance	\$28,500
Old Crozet School Operations	\$85,559
Vehicle Replacement	\$1,182,985
Bright Stars Program	\$1,407,064
Child Services Act	\$12,225,328
MJ Health Grant	\$5,000
Darden Towe Memorial Park	\$279,003
Tourism Enhancement	\$1,626,334
Proffer Funds	\$1,301,779
Economic Development Authority	\$80,000
Housing Assistance Fund	\$3,440,000

Total OTHER GENERAL GOVERNMENT FUNDS appropriations for fiscal year ending June 30, 2017:	\$40,119,320
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To be provided as follows:

Revenue from Local Sources	\$3,964,870
Revenue from the Commonwealth	\$8,083,744
Revenue from the Federal Government	\$3,456,939
Transfers In from Other Funds	\$22,585,769
Use of Fund Balance	\$2,027,998

Total OTHER GENERAL GOVERNMENT FUNDS resources available for fiscal year
ending June 30, 2017:

\$40,119,320

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, 2017:

Paragraph One: COURTS

Court Facilities Addition/Renovation	\$1,316,595
	<u>\$1,316,595</u>

Paragraph Two: PUBLIC SAFETY

ECC Regional 800Mhz Communication System	\$263,200
Police County 800Mhz Radio Replacements	\$632,604
Police Mobile Data Computers Replacement	\$453,000
Police Patrol Video Cameras Replacement	\$96,060
Fire Rescue Apparatus Replacement Program	\$1,648,647
Pantops Public Safety Station	\$3,205,166
Rescue 8 Renovation	<u>\$66,477</u>
	\$6,365,154

Paragraph Three: PUBLIC WORKS

City/County Co-Owned Maintenance/Replacement	\$122,293
County Owned Facilities Maintenance/Replacement	\$2,102,423
Ivy Landfill Remediation	\$523,000
Ivy Materials Utilization Center New Facility	\$1,426,000
Moore's Creek Septage Receiving	<u>\$109,441</u>
	\$4,283,157

Paragraph Four: COMMUNITY/NEIGHBORHOOD DEVELOPMENT

Sidewalk Construction Program	\$165,755
Street Improvement	\$8,169
Transportation Revenue Sharing Program	<u>\$1,720,000</u>
	\$1,893,924

Paragraph Five: PARKS, RECREATION & CULTURE

City/County Owned Parks Maintenance/Replacement	\$775,718
County Owned Parks Maintenance/Replacement	\$1,210,858
Crozet Park Maintenance/Replacement and Improvements	\$235,835
Parks Restroom Renovation/Modernization	\$697,449
Pilot Fundraising Parks Project	\$20,000
Preddey Creek Park Phase II	<u>\$3,268</u>
	\$2,943,128

Paragraph Six: TECHNOLOGY AND GIS

County Server/Infrastructure Upgrade	\$427,232
GIS Project	<u>\$40,000</u>
	\$467,232

Paragraph Seven: OTHER USES OF FUNDS

Cost of Issuance	\$466,664
Transfer to School Division Capital Improvements Fund	\$12,151,203
Future General Government Project Management Services	<u>\$35,000</u>
	\$12,652,867

Total GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2017:	<u>\$29,922,057</u>
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To be provided as follows:

Revenue from Local Sources (General Fund Transfer)	\$1,640,203
Revenue from Local Sources (Other Transfers)	\$2,390,279
Revenue from Other Local Sources	<u>\$832,237</u>
Borrowed Funds	\$22,064,542
Use of Fund Balance	\$2,994,796

Total GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2017:	<u>\$29,922,057</u>
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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, 2017:

Paragraph One: EDUCATION (SCHOOL DIVISION)

Administrative Technology	\$261,000
Henley Middle School Auxiliary Gym Addition	\$1,634
Instructional Technology	\$575,000
Red Hill School Modernization	\$1,090,691
School Bus Replacement	\$1,200,000
School Maintenance/Replacement	\$7,193,551
School Security Improvements	\$1,712,185
State Technology Grant	\$726,000
Telecommunications Network Upgrade	\$900,000
Western Albemarle High School Environmental Academy	\$1,634
Woodbrook Elementary School Addition-Modernization	<u>\$1,000,000</u>
	\$14,661,695

Total SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2017:	<u>\$14,661,695</u>
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To be provided as follows:

Revenue from Other Local Sources	\$2,000
Revenue from the Commonwealth	\$1,026,000
Revenue from Local Sources (General Govt Capital Programs Transfer)	\$12,151,204
Use of Fund Balance	\$1,482,491

Total SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2017:	<u>\$14,661,695</u>
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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, 2017:

Paragraph One: WATER RESOURCES PROJECTS

General Government CIP Transfer	\$1,000,000
Hollymead Dam Spillway Improvement	\$2,545,993
Water Resources TMDL	<u>\$821,667</u>
	\$4,367,660

Total WATER RESOURCES CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2017:	<u>\$4,367,660</u>
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To be provided as follows:

Revenue from Local Sources (Water Resources Fund Transfer)	\$673,532
Use of Fund Balance	\$1,000,000
Borrowed Funds	\$2,694,128

Total WATER RESOURCES CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2017:	<u>\$4,367,660</u>
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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, 2017:

Paragraph One: PUBLIC SAFETY FIREARMS TRAINING CENTER

Regional Firearms Range Facility	<u>\$3,268</u>
	\$3,268

Total REGIONAL FIREARMS TRAINING CENTER FUND appropriations for fiscal year ending June 30, 2017:	<u>\$3,268</u>
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To be provided as follows:

Use of Fund Balance	\$3,268
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Total REGIONAL FIREARMS TRAINING CENTER FUND resources available for fiscal year ending June 30, 2017:	<u>\$3,268</u>
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SECTION X: 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, 2017:

Paragraph One: SCHOOL DIVISION DEBT SERVICE FUND

Debt Service - School Division	\$13,555,134
Total SCHOOL DIVISION DEBT SERVICE appropriations for fiscal year ending June 30, 2017:	\$13,555,134

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$13,153,688
Revenue from Other Local Sources	\$168,075
Revenue from the Commonwealth	\$154,491
Revenue from the Federal Government	<u>\$78,880</u>
Total SCHOOL DIVISION DEBT SERVICE resources available for fiscal year ending June 30, 2017:	\$13,555,134

Paragraph Two: GENERAL GOVERNMENT DEBT SERVICE FUND

Debt Service - General Government	\$8,122,482
Total GENERAL GOVERNMENT DEBT SERVICE appropriations for fiscal year ending June 30, 2017:	\$8,122,482

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$8,122,482
Total GENERAL GOVERNMENT DEBT SERVICE resources available for fiscal year ending June 30, 2017:	\$8,122,482

Paragraph Three: WATER RESOURCES DEBT SERVICE FUND

Debt Service - Water Resources	\$12,817
Total WATER RESOURCES DEBT SERVICE appropriations for fiscal year ending June 30, 2017:	\$12,817

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$12,817
Total WATER RESOURCES DEBT SERVICE resources available for fiscal year ending June 30, 2017:	\$12,817

GRAND TOTAL - DEBT SERVICE FUNDS	<u>\$21,690,433</u>
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**TOTAL APPROPRIATIONS INCLUDED IN
SECTIONS I - X OF THIS RESOLUTION
FOR THE FISCAL YEAR ENDING June 30, 2017**

RECAPITULATION:

Appropriations:

Section I	General Fund	\$257,500,398
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Section II	General Fund School Reserve Fund	\$1,367,403
Section III	School Fund	\$172,672,938
Section IV	Other School Funds	\$17,946,303
Section V	Other General Government Funds	\$40,119,320
Section VI	General Government Capital Improvements Fund	\$29,922,057
Section VII	School Division Capital Improvements Fund	\$14,661,695
Section VIII	Water Resources Capital Improvements Fund	\$4,367,660
Section IX	Regional Public Safety Firearms Training Center Fund	\$3,268
Section X	Debt Service	\$21,690,433
		\$560,251,475

Less Inter-Fund Transfers (\$184,676,806)

GRAND TOTAL - ALBEMARLE COUNTY APPROPRIATIONS	\$375,574,669
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SECTION XI: 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, 2017:

Paragraph One: EMERGENCY COMMUNICATIONS CENTER FUND

Emergency Communications Center	\$5,566,088
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Total EMERGENCY COMMUNICATIONS CENTER FUND appropriations for fiscal year ending June 30, 2017: \$5,566,088

To be provided as follows:

Albemarle County	\$2,354,327
City of Charlottesville	\$1,533,737
University of Virginia	\$746,537
Revenue from Other Local Sources	\$302,833
Revenue from the Commonwealth	\$625,000
Revenue from the Federal Government	<u>\$3,654</u>

Total EMERGENCY COMMUNICATIONS CENTER FUND resources available for fiscal year ending June 30, 2017: \$5,566,088

SECTION XII

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 and Clerk to the Board of Supervisors 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

The County Executive is authorized to:

- 1) 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;
- 2) 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
- Fuel and Utilities Contingency Reserve
- Priority Driven Budgeting Support
- Transformation/Efficiency Study/Implementation

- 3) allocate salary lapse between department budgets; and
- 4) administratively approve budget transfers of unencumbered capital project management services funds in the fiscal year from one project to another within the same general governmental fund.

Paragraph Seven

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, for the appropriations made to these funds for the period covered by this appropriation resolution.

Paragraph Eight

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

Paragraph Nine

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

**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 \$26,198,286.

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 2016/17**

Schools	Amount (\$)
Red Hill E S Modernization	1,025,250
School Bus Replacement	900,000
School Maintenance/Replacement	6,776,500
School Security Improvements	1,609,454
Telecommunications Network Upgrade	900,000
Woodbrook Elementary School Addition-Modernization	940,000
Schools Subtotal	12,151,204
General Government	Amount (\$)
Cost of Issuance	485,464
County 800Mhz Radio Replacements	594,648
County Owned Parks Maint/Repl	370,849
County Server Infrastructure Upgrade	401,598
County-Owned Facilities Maintenance/Replacement	719,478
Court Facilities Addition/Renovation	767,599
Crozet Park Maintenance/Replacement and Improvements	161,845
ECC Regional 800 MHz Communication System	247,408
Fire Rescue Apparatus Replacement-Program	820,000
Hollymead Dam Spillway Improvement	2,036,794
Ivy MUC New Facility	1,426,000
Pantops Public Safety Station	2,448,449
Transportation Revenue Sharing Program	1,470,000
Water Resources TMDL	657,334
General Government Subtotal	12,122,002
TOTAL DEBT ISSUE - FY 16/17 Projects	24,758,670

PREVIOUSLY APPROPRIATED PROJECTS TO BE BOND FUNDED

Schools	Amount (\$)
Western Albemarle High School Kitchen Upgrade	770,000
Schools Subtotal	770,000
General Government	Amount (\$)
Cost of Issuance	28,228
Ivy MUC New Facility	384,900
Pantops Public Safety Station	256,488
General Government Subtotal	256,488
TOTAL DEBT ISSUE – ALL PROJECTS	26,198,286

Proclamation Recognizing Fire/Rescue Volunteers

- WHEREAS,** the citizens of Albemarle County receive professional fire and rescue services each day through the volunteer fire and EMS agencies of the county; and
- WHEREAS,** over 600 citizens unselfishly risk their lives and donate many hours of personal time to meet the needs of our community by membership in rescue squads and fire departments serving the County; and
- WHEREAS,** these members of the Charlottesville Albemarle, Scottsville, Western Rescue Squads and Crozet, Earlysville, East Rivanna, Hollymead, Ivy, Monticello, North Garden, Scottsville, Stony Point fire departments and the Albemarle County Fire Corps continue to set the example of community spirit, pride, interest in their community and love for their fellow citizen; and
- WHEREAS,** the Albemarle County Board of Supervisors is aware of the tremendous value of the services performed by these volunteers, not only in terms of human needs met, but also in consideration of the financial asset which their volunteer services provide to the County; and
- WHEREAS,** the Albemarle County Board of Supervisors desire to recognize these dedicated volunteer public servants who contribute so much to the health and safety of their community as part of our overall recognition of County volunteers;
- NOW, THEREFORE, BE IT RESOLVED,** that, we, the Albemarle County Board of Supervisors do hereby recognize and express its gratitude to the men and women who serve as members of the Volunteer Fire Departments, Rescue Squads and Fire Corps serving Albemarle County and encourage all other organizations and media to express appreciation to our volunteers.

Signed and sealed this 4th day of May, 2016.

**RESOLUTION APPROVING CONVEYANCE OF EASEMENTS
TO RIVANNA VILLAGE LLC**

WHEREAS, the County of Albemarle and the East Rivanna Volunteer Fire Co., Incorporated jointly own Parcel 093A1-00-00-00200 (the "Property"); and

WHEREAS, the Board finds it is in the best interest of the County to convey a twenty-foot temporary construction, and grading, drainage and landscaping easement along the northern, eastern, and southern boundaries and a sixty-foot temporary construction, and grading, drainage, stormwater management, trails and landscaping easement along the western boundary of the Property to Rivanna Village LLC to serve the Rivanna Village development.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the Agreement to Grant Easements and the Easement Agreement between the County, the East Rivanna Volunteer Fire Co., Incorporated, and Rivanna Village LLC and authorizes the County Executive to execute the Agreements once they have been approved as to form and content by the County Attorney.

*Prepared by and after
recording return to:*
Valerie W. Long, Esq.
Williams Mullen
321 E. Main Street
Suite 400
Charlottesville, VA 22902

Tax Map Parcel Nos.	093A1-00-00-00200
	07900-00-00-025A0
	08000-00-00-04600
	08000-00-00-046A0
	08000-00-00-046C0
	08000-00-00-046D0
	08000-00-00-046E0
	08000-00-00-05000
	08000-00-00-05100
	08000-00-00-05200
	08000-00-00-052A0
	08000-00-00-055A0
	093A1-00-00-00300
	093A1-00-00-00400

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement") is made and entered into as of _____, 2016, by and is made and entered into by and among the COUNTY OF ALBEMARLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "County"), EAST RIVANNA VOLUNTEER FIRE CO., INCORPORATED, a Virginia corporation (the "ERVFC"; and collectively with the County, the "Owner") and RIVANNA VILLAGE LLC, a Virginia limited liability company (the "Developer"), and, and recites and provides as follows:

RECITALS:

A. Owner is the owner of a parcel of land (the "ERVFC Property") located in the Scottsville Magisterial District, Albemarle County, Virginia, identified on the current Albemarle County tax maps as Tax Map Parcel No. 093A1-00-00-00200, as further shown on a Plat of Roudabush, Gale & Associates, Inc., entitled "Easement Plat TMP 093A1-00-00-00-00200 Property of East Rivanna Volunteer Fire Co., Incorporated Scottsville District Albemarle County, Virginia," dated July 30, 2015, last revised February 2, 2016 (the "Plat"), which Plat is attached hereto, incorporated herein and recorded herewith.

B. Developer is the owner of thirteen parcels of land (collectively, the "Rivanna Village Property") located in the Scottsville Magisterial District, Albemarle County, Virginia, in the vicinity of the ERVFC Property, and currently identified on the current Albemarle County tax maps as Tax Map Parcel Nos. 07900-00-00-025A0, 08000-00-00-04600, 08000-00-00-046A0, 08000-00-00-046C0, 08000-00-00-046D0, 08000-00-00-046E0, 08000-00-00-05000, 08000-00-00-05100, 08000-00-00-05200, 08000-00-00-052A0, 08000-00-00-055A0, 093A1-00-00-00300, and 093A1-00-00-00400, as shown in part on the Plat.

C. In connection with Developer's plans to develop the Rivanna Village Property as a mixed use community known as "Rivanna Village" (the "Development"), Developer has asked, and Owner has agreed, to grant certain easements, subject to the terms and conditions of this Agreement.

AGREEMENT:

Now therefore, for and in consideration of the above-referenced premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. Recitals Incorporated. The Recitals above are hereby incorporated into the terms of this Agreement.
2. Grant of Easements. Owner hereby grants and conveys to and for the benefit of Developer, its successors and assigns, as an appurtenance to the Rivanna Village Property, the following easements across the ERVFC Property:
 - (a) a temporary, non-exclusive easement for construction, and a permanent, non-exclusive easement for grading, drainage and landscaping, in the area shown on the Plat as "New 20' Construction, Grading, Drainage, Landscaping Easement" (the "Twenty Foot Easement Area").
 - (b) a temporary, non-exclusive easement for construction, and a permanent, non-exclusive easement for grading, drainage, stormwater management, trails and landscaping, in the area shown on the Plat as "New 60 Construction, Grading, Drainage, SWM/BMP, Trails and Landscaping Easement" (the "Sixty Foot Easement Area", and, collectively with the Twenty-Foot Easement Area, the "Easement Area").
3. Scope of Easements Granted. The foregoing easements shall only be for the purposes of:
 - (a) grading the Easement Area in accordance with an approved site plan for the Development (the "Site Plan");
 - (b) installing, maintaining, adding to, or replacing present or future landscaping within the Easement Area;
 - (c) establishing a new and permanent slope in the Easement Area (which slope Developer shall thereafter maintain at its sole cost and expense);
 - (d) constructing such other site improvements within the Easement Area as are reasonably necessary to comply with the approved site plan;
 - (e) constructing, operating, maintaining, adding to, or replacing present or future storm drainage pipes, necessary structures, and appurtenances necessary for the collection of storm water and its transmission through and across the Easement Areas;
 - (f) solely with respect to the Sixty-Foot Easement Area, installing, operating, maintaining, replacing, and adding to a storm water management facility; and
 - (g) solely with respect to the Sixty-Foot Easement Area, constructing, maintaining, adding to, or replacing present or future multi-use trails.

Developer shall have full and free use of the Easement Area for the purposes named only, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the same, including the right of access to and from the Easement Area and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance. Developer shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in the Easement Area which interfere with the proper and efficient construction, grading, maintenance, or other permitted use of the Easement Area; provided, however, that Developer shall restore, as nearly as possible, the Easement Area to its original condition, such restoration to include the back filling of trenches, but not the reestablishment of the original grading of the Easement Area.

4. Duration of Temporary Construction Easements. The temporary construction easements granted hereunder shall automatically terminate and be of no further force or effect on the date that is sixty (60) days after the work necessary for such temporary construction easements are completed.

5. Indemnification. Developer hereby agrees to indemnify, defend and hold Owner, its agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings including, for injury to persons which may be claimed to have arisen out of any damage, accident, injury

or other similar occurrences in connection with the use and operation of trails within the Easement Area by Developer, and its tenants, employees, guests, invitees, agents, contractors, successors and assigns.

6. Future Action. The parties agree to do and take such further and additional acts and actions and to execute, acknowledge, and deliver such further and additional documents, instruments and writing which are not specifically referred to herein as may be necessary, required or appropriate for the purpose of fully effectuating the provisions of this Agreement.

7. Easements Run with the Land. The mutual obligations and rights exchanged herein shall run with the lands of and be binding upon the parties, and their successors and assigns such that any transfer of the Rivanna Village Property or the ERVFC Property (or any part of either the Rivanna Village Property or the ERVFC Property) shall be subject to the terms and conditions of this Agreement, with the successors in title being expressly responsible for all obligations of its predecessors in title.

8. Miscellaneous.

A. Binding Effect. The obligations of this Agreement shall be binding upon the parties hereto, their respective successors and permitted assigns. Nothing contained herein shall be construed or deemed to restrict the parties' right to sell or otherwise transfer the ERVFC Property and the improvements and appurtenances associated therewith, provided that any such sale or transfer shall be in accordance with and subject to the terms and conditions of this Agreement.

B. Notices. Notices under this Agreement shall be sent by (a) first class mail, postage prepaid, registered or certified mail, return receipt requested, (b) hand delivery, or (c) overnight mail service, addressed as follows:

Developer: Rivanna Village LLC
314 East Water Street
Charlottesville, VA 22902

With a copy to: Valerie W. Long, Esq.
Williams Mullen
321 East Main Street
Suite 400
Charlottesville, VA 22902

ERVFC: East Rivanna Volunteer Fire Co., Incorporated
c/o Board of Directors
3501 Steamer Drive
Keswick, Virginia 22947

With a copy to: Richard Carter, Esq.
Zunka, Milnor & Carter, Ltd.
PO Box 1567
Charlottesville, VA 22902

County: County of Albemarle, Virginia
Attn: Office of the County Attorney
401 McIntire Road
Charlottesville, Virginia 22902

Notices shall be deemed received upon receipt, or when delivery is refused. Any party to this Agreement may designate a substitute address by notice sent in writing in accordance with the provisions of this Section.

C. Waiver. The parties agree that the failure by any party to insist upon strict observance of any of the terms or conditions of this Agreement at any time shall not be deemed a waiver of such party's right to insist upon strict observance thereafter.

D. Modification. This Agreement may not be modified in any manner except by an instrument in writing executed by the party against which enforcement is sought.

E. Severability. The invalidity or unenforceability of any covenant, agreement term or condition of this Agreement or the application thereof, shall not affect the validity, enforceability or applicability of any other provision in this Agreement.

F. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of laws or provisions.

G. Relationship of Parties. Nothing herein contained shall be construed to constitute a partnership or joint venture between or among any of the parties to this Agreement.

H. Headings. The headings of the sections of this Agreement are inserted for convenience only and do not comprise a part of this Agreement.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WITNESS the following signatures and seals:

DEVELOPER:

RIVANNA VILLAGE LLC

By: _____
Andrew Boninti, Manager

ORDINANCE NO. 16-07(1)

AN ORDINANCE TO AMEND CHAPTER 7, HEALTH AND SAFETY, ARTICLE I, NOISE, 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 7, Health and Safety, Article I, Noise, is hereby amended and reordained as follows:

By Amending:

Sec. 7-105 Specific acts prohibited
 Sec. 7-106 Exempt sounds
 Sec. 7-108 Violation and penalty.

Chapter 7. Health and Safety**Article I. Noise****Sec. 7-105 Specific acts prohibited.**

It shall be unlawful for any person to produce sound from the following acts that meets or exceeds the applicable sound levels:

A. *Motor vehicle or motorcycle operation.* The sound is produced by: (i) the absence of a muffler and exhaust system conforming to Virginia Code §§ 46.2-1047 and 46.2-1049 on a motor vehicle or a motorcycle; (ii) jackrabbit starts, spinning tires, racing engines, or other similar acts in a motor vehicle or on a motorcycle; or (iii) a refrigeration unit mounted on a motor vehicle, and either:

1. *On a street or on public property.* The motor vehicle or motorcycle is operated or parked on a street or on public property, and the sound is audible from a distance of one hundred (100) feet or more from the motor vehicle or motorcycle; or

2. *On private property.* The motor vehicle or motorcycle is operated or parked on private property, and the sound is audible: (i) from a distance of one hundred (100) feet or more from the property line of the parcel on which the motor vehicle or motorcycle is located; or (ii) from inside a dwelling unit or hotel room.

B. *Radios, tape players, television receivers, musical instruments, electronic sound amplification equipment, and other sound producing or reproducing devices.* The sound is produced by a radio, tape player, television receiver, musical instrument, electronic sound amplification equipment, phonograph, compact disc player, MP3 player, or other similar device intended primarily for the production or reproduction of sound (hereinafter, collectively and singularly a "device") and either:

1. *Device within or on a motor vehicle on a street or on public property.* The device is within or on a motor vehicle that is operated or parked on a street or on public property, and the sound is audible from a distance of one hundred (100) feet or more from the motor vehicle;

2. *Device within or on a motor vehicle on private property.* The device is within or on a motor vehicle that is operated or parked on private property, and the sound is audible: (i) from a distance of one hundred (100) feet or more from the property line of the parcel on which the motor vehicle is located; or (ii) from inside a dwelling unit or hotel room;

3. *Device within a place of public entertainment.* The device is located within a place of public entertainment, and the sound is audible for a duration of five (5) continuous minutes or more, without an interruption of the sound for thirty (30) or more consecutive seconds during the five (5) minute period, within any one (1) hour period: (i) from a distance of one hundred (100) feet or more from the property line of the parcel on which the place of public entertainment is located; or (ii) between the hours of 10:00 p.m. and 7:00 a.m. from inside a dwelling unit or hotel room;

4. *Device within a dwelling unit.* The device is located within a dwelling unit and the sound is audible: (i) from a distance of one hundred (100) feet or more from the property line of the parcel on which the motor vehicle is located; or (ii) from inside a dwelling unit or hotel room;

5. *Device producing outdoor amplified music or serving as an outdoor public address system.* The device is located to produce outdoor amplified music, to serve as an outdoor public address system, or both, including any such device used in conjunction with an agricultural activity, and the sound is not otherwise regulated under subsections (B)(1) through (4) or exempt under section 7-106, and the sound is audible from inside a dwelling unit or hotel room; or

6. *Device in other locations.* The device is located other than within or on a motor vehicle, a place of public entertainment, a dwelling unit, or is not producing a sound subject to subsection (B)(5), and the sound is audible: (i) from a distance of one hundred (100) feet or more from the property line of the parcel on which the device is located; or (ii) from inside a dwelling unit or hotel room.

C. *Off-road vehicles.* The sound is produced by an off-road vehicle operated in a location other than on a street, where the off-road vehicle use is not an authorized primary use under chapter 18 of the Code, and the sound is audible: (i) from a distance of one hundred (100) feet or more from the property line of the parcel on which the off-road vehicle is located; or (ii) between the hours of 10:00 p.m. and 7:00 a.m. from inside a dwelling unit or hotel room.

D. *Proximity to sound-sensitive institutions.* The sound is produced on any street adjacent to any school, hospital, nursing home or court (hereinafter, collectively referred to as "institutions"), provided that conspicuous signs are posted and visible on the street(s) adjacent to the institution stating that the street is adjacent to a school, hospital, nursing home or court and either:

1. *Schools and courts.* The sound is audible from inside the school building or the court between the hours of 7:00 a.m. and 10:00 p.m. when the school or court is in session; or

2. *Hospitals and nursing homes.* The sound is audible from inside the hospital or nursing home.

E. *Construction, demolition, or maintenance activities.* Either of the following:

1. Sound produced by construction, demolition, or maintenance activities between the hours of 10:00 p.m. and 7:00 a.m., and the sound is audible: (i) from a distance of one hundred (100) feet or more from the property line of the parcel on which the activities are located; or (ii) from inside a dwelling unit or hotel room.

2. Sound produced by construction, demolition, or maintenance activities related to a public facility, a public use, or a public improvement between the hours of 10:00 p.m. and 7:00 a.m., but which is produced by a contractor of a governmental entity, or a subcontractor of such a contractor, either off-site or outside of the project limits when the project limits are established in writing by the governmental entity, and the sound is audible: (i) from a distance of one hundred (100) feet or more from the property line of the parcel on which the activities are located; or (ii) from inside a dwelling unit or hotel room.

F. *Silvicultural activities.* Sound produced during lawfully permitted bona fide silvicultural activities including, but not limited to logging activities, between the hours of 10:00 p.m. and 6:00 a.m. or at any time if the silvicultural activities, including logging activities, are determined to not be lawfully permitted bona fide silvicultural activities, and the sound is audible: (i) from a distance of one hundred (100) feet or more from the property line of the parcel on which the activities are located; or (ii) from inside a dwelling unit or hotel room.

G. *Solid waste collection.* Sound produced by the collection of solid waste between the hours of 10:00 p.m. and 6:00 a.m. within a residential zoning district established under chapter 18 of the Code, and between the hours of 10:00 p.m. and 5:00 a.m. within any non-residential zoning district established under chapter 18 of the Code, including any mixed-use site, and the sound is audible: (i) from a distance of one hundred (100) feet or more from the solid waste collection activity; or (ii) from inside a dwelling unit or hotel room.

H. *Yard maintenance activities.* Sound produced by routine yard maintenance activities including, but not limited to, mowing, trimming, clipping, leaf blowing and snow blowing between the hours of 10:00 p.m. and 7:00 a.m. within a residential zoning district established under chapter 18 of the Code, and between the hours of 10:00 p.m. and 6:00 a.m. within any non-residential zoning district established under chapter 18 of the Code, including

any mixed-use site, and the sound is audible: (i) from a distance of one hundred (100) feet or more from the property line of the parcel on which the activities are located; or (ii) from inside a dwelling unit or hotel room.

(Ord. 98-A(1), 8-5-98; Ord. 09-7(3), 12-2-09; Ord. 13-7(2), 9-4-13)

State law reference--Va. Code § 15.2-1200.

Sec. 7-106 Exempt sounds.

The following sounds are not prohibited by this article:

- A. *Agricultural activities.* Sound produced by an agricultural activity.
- B. *Animals.* Sound produced by animals including, but not limited to, barking dogs, which are subject to the animal noise regulations in chapter 4 of the Code.
- C. *Bells or chimes from place of religious worship.* Sound produced by bells, chimes or other similar instruments or devices from a place of religious worship.
- D. *Construction, demolition, or maintenance activities.* The following sounds:
 - 1. Sound produced by construction, demolition, or maintenance activities, except as provided in section 7-105(E).
 - 2. Sound produced by construction, demolition, or maintenance activities related to a public facility, a public use, or a public improvement, where the sound is produced on-site or within the project limits established in writing by the governmental entity.
- E. *Emergency operations.* Sound produced in the performance of emergency operations including, but not limited to, audible signal devices which are employed as warning or alarm signals in case of fire, collision or imminent danger, or sound produced by power generators during power outages and other emergency situations.
- F. *Firearms.* Sound produced by the lawful discharge of a firearm, including any sound produced at a gun club, shooting range, shooting preserve, or target, trap or skeet range; provided that this sound is otherwise subject to the noise regulations in chapter 18 of the Code.
- G. *Home appliances.* Sound produced by the normal use of home appliances such as generators, air conditioners, heat pumps, vacuum cleaners, washing machines, dryers and dishwashers, provided that the appliances are in good repair.
- H. *Outdoor amplified music or outdoor public address systems.* Sound produced by an outdoor amplified music system or outdoor public address system if the sound is outdoor amplified music at a farm winery subject to the farm winery regulations in section 18-5.1.25(e) or is sound produced in conjunction with an outdoor music festival authorized by special use permit under chapter 18 of the Code.
- I. *Parades, fireworks and similar officially sanctioned events.* Sound produced by parades, fireworks or other similar events which are officially sanctioned, if required; provided that the exemption for fireworks shall apply only to fireworks displays duly issued a permit pursuant to chapter 6 of the Code.
- J. *Person's voice.* Sound produced by a person's voice, except as provided in section 7-105(B).
- K. *Protected expression.* Sound produced by any lawful activity which constitutes protected expression pursuant to the First Amendment of the United States Constitution, but not amplified expression; provided that the sound is not prohibited by section 7-105.
- L. *Public facilities, public uses, and public improvements.* Sound produced by the operation of a public facility, ~~or~~ public use, or public improvement, including, but not limited to, any sound which would not be an exempt sound if it was produced by the operation of a non-public facility, or non-public use.

M. *School athletic contests or practices, and other school activities; private schools.* Sound produced by private school athletic contests or practices, and other private school activities.

N. *Silvicultural activities.* Sound produced during lawfully permitted bona fide silvicultural activities including, but not limited to, logging activities, except as provided in section 7-105(F).

O. *Solid waste collection.* Sound produced by the collection of solid waste, except as provided in section 7-105(G).

P. *Telephones.* Normal sound produced by landline and wireless telephones.

Q. *Transportation.* Transient sound produced by transportation including, but not limited to, public and private airports (except as otherwise regulated), aircraft, railroads and other means of public transit, and sound produced by motor vehicles and motorcycles, except as provided in section 7-105(A).

R. *Warning devices.* Sound produced by a horn or warning device of a vehicle when used as a warning device, including back-up alarms for trucks and other equipment.

S. *Yard maintenance activities.* Sound produced by routine yard maintenance activities including, but not limited to, mowing, trimming, clipping, leaf blowing and snow blowing, except as provided in section 7-105(H).

(§ 12.1-7, 9-10-80, § 7; Code 1988, § 12.1-7; Ord. 98-A(1), 8-5-98; Ord. 09-7(3), 12-2-09; Ord. 13-7(1), 5-8-13; Ord. 13-7(2), 9-4-13)

State law reference--Va. Code § 15.2-1200.

Sec. 7-108 Violation and penalty.

Any person who violates any provision of this article shall be deemed to be guilty of a class 1 misdemeanor, provided that any person who violates subsection 7-105(E) shall be deemed to be guilty of a class 4 misdemeanor. The person operating or controlling a sound source shall be guilty of any violation caused by that source. If the sound source cannot be determined but its presence on a parcel can be determined, any owner, tenant or resident physically present on the parcel where the sound is being produced is guilty of the violation.

(§ 12.1-8, 9-10-80, § 8; Code 1988, § 12.1-8; Ord. 98-A(1), 8-5-98; Ord. 09-7(3), 12-2-09)

State law reference--Va. Code § 15.2-1200.

ORDINANCE NO. 16-18(5)

AN ORDINANCE TO AMEND CHAPTER 18, ZONING, 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 III, District Regulations, is hereby amended and reordained as follows:

By Amending:

Sec. 30.3.2 Flood Insurance Rate Map and Flood Insurance Study

Chapter 18. Zoning**Article III. District Regulations****Sec. 30.3.2 Flood insurance rate map and flood insurance study**

The flood hazard overlay district shall be composed of all areas of the county within the special flood hazard areas delineated on the Flood Insurance Rate Map for Albemarle County, Virginia and Incorporated Areas and the Independent City of Charlottesville, most recently amended effective on and after May 16, 2016 (the "Flood Insurance Rate Map"), and the Flood Insurance Study for Albemarle County and Incorporated Areas and the Independent City of Charlottesville prepared by the Federal Emergency Management Agency, most recently amended effective on and after May 16, 2016 (the "Flood Insurance Study"), and includes all subsequent revisions and amendments to the Flood Insurance Rate Map and Flood Insurance Study.

The Flood Insurance Rate Map and the Flood Insurance Study are incorporated herein by reference. The Flood Insurance Rate Map, including all of the special flood hazard area zones designated thereon, is hereby adopted as the zoning map of the flood hazard overlay district.

(§ 30.3.02.1 (part), 12-10-80; 6-10-87; Ord. 05-18(1), 1-5-05, effective 2-5-05; § 30.3.2, Ord. 14-18(1), 3-5-14)

This ordinance shall be effective on and after May 16, 2016.

State law reference – Va. Code § 15.2-2280.

Federal law reference – 44 CFR § 60.2(h).