

<p style="text-align: center;">ACTIONS Board of Supervisors Meeting of June 3, 2020</p>		
		June 4, 2020
<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 1:25 p.m., by the Chair, Mr. Gallaway. All BOS members were present. Also present were Jeff Richardson, Greg Kamptner, Claudette Borgersen and Travis Morris. 		Link to video (part 1 of 2) Link to video (part 2 of 2)
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> By a vote of 6:0 APPROVED Motion to Allow Public Comments on Matters Previously Considered by the Board or Matters that are Pending Before the Board. CONSENSUS to add a Proclamation Declaring the First Friday In June To Be National Gun Violence Awareness Day to proclamations and recognitions. By a vote of 6:0, ADOPTED final agenda as amended. 		
<p>5. Brief Announcements by Board Members.</p> <p><u>Ms. Price:</u></p> <ul style="list-style-type: none"> Remarked that she was reminded of quotes from President Kennedy and Dr. Martin Luther King, Jr., and commented that white Americans have a moral duty and a legal obligation the end systemic and institutionalized racism in America. <p><u>Ms. Palmer:</u></p> <ul style="list-style-type: none"> Thanked the community for sharing their thoughts and concerns expressed through emails, phone calls, and peaceful demonstrations adding that there was still more to do. <p><u>Ms. McKeel:</u></p> <ul style="list-style-type: none"> Commented that peaceful protest is enshrined in the Constitution, and when the Pledge of Allegiance is said, the pledge is for justice for all. <p><u>Ms. Mallek:</u></p> <ul style="list-style-type: none"> Questioned how it was that her grandson can assume his safety when he leaves the house, but that the sons and grandsons of her neighbor (of color) across the street cannot. She remarked that some of her grandson's friends of color are taught very specific rules of engagement for interactions with law enforcement, not just for respect, but for their very survival. Reflected that there are inequities across medical care, educational services, and other programs and that the community and County Government can make changes locally for the County's residents. She encouraged everyone to listen with open ears, learn, then all work together for a safer, better future for all people Commented that she had received reports from citizens about a good experience with the software application process for boards and commissions. 		

	<ul style="list-style-type: none"> Announced that last Friday was the first virtual Rivanna Roll Call, with 35 organizations and many others listening and mentioned that Walt Key is the transition coordinator at Rivanna Station. <p><u>Ms. LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> Asserted that children will be the ones who lead the world into a better future and applauds those who are holding peaceful protests. She said this was Albemarle County's time to shine and show the world what compassion, inclusivity, and equality means. <p><u>Mr. Gallaway:</u></p> <ul style="list-style-type: none"> Remarked that he was very proud of the community, in the face of the pandemic, the frustration with Mr. Floyd's murder, and frustration with failed leadership, to still have the endurance to go out and protest in a profound, impactful, and peaceful way. Commented that the day before an Albemarle County high school student was invited by the Governor to make remarks. He said he appreciated the Governor giving that student a chance to speak. 	
6.	Proclamations and Recognitions. <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED Proclamation Declaring the First Friday In June To Be National Gun Violence Awareness Day. 	(Attachment 1)
7.1	FY 2020 Appropriations. <ul style="list-style-type: none"> ADOPTED Resolution to approve appropriations #2020064; #2020065; #2020066; #2020067; #2020068 and #2020069 for local government and school division projects 	<u>Clerk:</u> Forward copy of signed resolution to OMB and County Attorney's office. (Attachment 2)
7.2	Yancey School Community Center: License Agreement with the Commonwealth of Virginia, Virginia Department of Health. <ul style="list-style-type: none"> ADOPTED the attached Resolution to approve a License Agreement with the Commonwealth of Virginia, Virginia Department of Health 	<u>Clerk:</u> Forward copy of signed resolution to Facilities and Environmental Services and County Attorney's office. (Attachments 3 and 4)
7.3	Lease Renewal - Crozet Artisan Depot LLC. <ul style="list-style-type: none"> ADOPTED the resolution approving the Lease Renewal Agreement. 	<u>Clerk:</u> Forward copy of signed resolution to Facilities and Environmental Services and County Attorney's office. (Attachment 5 and 6)
7.4	Lease Renewal - Charlottesville-Albemarle Convention and Visitors Bureau (CACVB). <ul style="list-style-type: none"> ADOPTED the resolution approving the Lease Renewal Agreement. 	<u>Clerk:</u> Forward copy of signed ordinance to Facilities and Environmental Services County Attorney's office. (Attachments 7 and 8)
7.5	Lease Renewal - Staengl Engineering LLC. <ul style="list-style-type: none"> ADOPTED the resolution approving the Lease Renewal Agreement. 	<u>Clerk:</u> Forward copy of signed ordinance to Facilities and Environmental Services County Attorney's office. (Attachments 9 and 10)
7.6	SDP2020-11 Boys and Girls Club Northside – Special Exception – Critical Slopes Waiver. <ul style="list-style-type: none"> ADOPTED the Resolution approving the special exception request, subject to the condition contained therein. 	<u>Clerk:</u> Forward copy of signed ordinance to Community Development and County Attorney's office. (Attachments 11)
7.7	Resolution of Intent for Recycling and Materials Recovery Facilities in Industrial Zoning Districts.	<u>Clerk:</u> Forward copy of signed ordinance to Community

	<ul style="list-style-type: none"> • ADOPTED the Resolution of Intent. 	Development and County Attorney's office. (Attachments 12)	
8.	FY 21 Resolution of Appropriations. <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED of the Annual Resolution of Appropriations. • By a vote of 6:0, ADOPTED the Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing. 	<u>Clerk:</u> Forward copy of signed resolution to OMB and County Attorney's office. (Attachments 13 and 14)	
9.	Albemarle County Capital Line of Credit. <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED Resolution approving a Line of Credit. 	<u>Clerk:</u> Forward copy of signed resolution to Finance and County Attorney's office. (Attachment 15)	
10.	HS202000038 Homestay Special Exception Old Sand Road (Currier). <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED the Resolution to approve the special exception with the conditions contained therein. 	<u>Clerk:</u> Forward copy of signed ordinance to Community Development and County Attorney's office. (Attachment 16)	
	Recess.		
11.	Work Session on Homestay Program. <ul style="list-style-type: none"> • CONSENSUS to continue with current policies and revisit them in one year. 	<u>Staff:</u> Proceed as directed.	
12.	Community Survey Results. <ul style="list-style-type: none"> • RECEIVED. 		
13.	Board-to-Board, May 2020, a Quarterly Report from the Albemarle County School Board to the Albemarle County Board of Supervisors. <ul style="list-style-type: none"> • RECEIVED. 		
14.	Closed Meeting. <ul style="list-style-type: none"> • At 5:14 p.m., the Board went into a Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia: • Under Subsection (1), to discuss and consider appointments to two County committees and the Rivanna River Corridor Project; and • Under Subsection (3), to discuss or consider the acquisition of property for a County facility in the White Hall Magisterial District, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Board; and • Under Subsection (19), to discuss plans related to the security of the County's governmental facilities and the safety of persons using those facilities. 		
15.	Certify Closed Meeting. <ul style="list-style-type: none"> • At 6:04 p.m., the Board reconvened into open meeting and certified the closed meeting. 		
16.	Boards and Commissions: a. Vacancies and Appointments. <ul style="list-style-type: none"> • APPOINTED Mr. David Norford to the Acquisition of Conservation Easement (ACE) Committee, with said term to expire August 1, 2022. • APPOINTED Mr. William Love to the Places 29 Hydraulic Community Advisory Committee, with said term to expire August 5, 2022. 	<u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.	
17.	From the Public: Matters Not Listed for Public Hearing on the Agenda on Matters Previously		

	<p>Considered by the Board or Matters that are Pending Before the Board.</p> <ul style="list-style-type: none"> Mr. Jay James, City resident, spoke towards the Albemarle County budget process and ways to reduce mass incarceration in the community. 		
18.	<p><u>Pb. Hrg.: Ordinance to Change the Name of the Cale Precinct and the Cale Elementary School Polling Place Location.</u></p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED the ordinance to change the name of the Cale voting precinct and polling place location to Mountainview. 	Clerk: Forward copy of signed ordinance to Community Development and County Attorney's office. (Attachment 17)	
19.	<p><u>Pb. Hrg.: ZMA201900008 Parkway Place.</u></p> <ul style="list-style-type: none"> By a vote of 6:0, DEFERRED ZMA201900008 Parkway Place indefinitely. 		
20.	<p>From the Board: Matters Not Listed on the Agenda. <u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Commented that there were reports from citizens about the newly improved Boards and Commissions application process and thanked the clerks for their work, noting it has been well-received in the public. Requested an update from staff on what is happening on the fill and waste process and asked when it is coming back to the Board. Mr. Kamptner responded that there is bill in the General Assembly this session that DEQ is forming a work group to approach this issue at the State level and that a State study was either underway, or almost underway. Ms. Mallek said she hoped the Board would be able to give input because waiting a couple years for the State to figure this out is not her preferred route. Announced a new approach to home assessments in the form of virtual audits. <p><u>Donna Price:</u></p> <ul style="list-style-type: none"> Recalled past events of racial injustice and said it appalls her to think that the federal government may now be looking to use federal troops to combat protesters rather than protect them. 		
21.	<p>From the County Executive: Report on Matters Not Listed on the Agenda. <u>Jeff Richardson:</u></p> <ul style="list-style-type: none"> Requested that Mr. Doug Walker, Deputy County Executive take some time to review the County's transition into Phase II. Mr. Trevor Henry confirmed that July 6 would be the opening date was for the County Office Buildings 		
22.	<p>Adjourn to June 17, 2020, 1:00 p.m., Electronic Meeting pursuant to Ordinance No. 20-A(6).</p> <ul style="list-style-type: none"> At 11:11 p.m., the meeting was adjourned. 		

ckb/tom

Attachment 1 - Proclamation Declaring the First Friday in June to be National Gun Violence Awareness Day

Attachment 2 – Resolution to Approve Additional FY 2020 Appropriations

Attachment 3 – Resolution to Approve a License Agreement between the County of Albemarle and the Commonwealth of Virginia, Virginia Department of Health

Attachment 4 - License Agreement between the County of Albemarle, Virginia and the Commonwealth of Virginia,

Virginia Department of Health

- Attachment 5 – Resolution to Approve a Lease Renewal Agreement Between the County of Albemarle and the Crozet Artisan Depot, LLC
- Attachment 6 – Lease Renewal Agreement between the County of Albemarle, Virginia, Landlord, and Crozet Artisan Depot, LLC
- Attachment 7 – Resolution to Approve a Lease Renewal Agreement Between the County of Albemarle and the Charlottesville Albemarle Convention and Visitors Bureau (CACVB)
- Attachment 8 – Lease Renewal Agreement between the County of Albemarle, Virginia and the Charlottesville Albemarle Convention and Visitors Bureau
- Attachment 9 – Resolution to Approve a Lease Renewal Agreement between the County of Albemarle and Staengl Engineering, LLC
- Attachment 10 – Lease Renewal Agreement between the County of Albemarle, Virginia and Staengl Engineering, LLC
- Attachment 11 – Resolution to Approve Special Exception for SDP 202000011 Boys & Girls Club
- Attachment 12 – Resolution of Intent Zoning Text Amendment Materials Recovery Facilities and Recycling Processing Centers
- Attachment 13 – Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing
- Attachment 14 – Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year Ending June 30, 2021
- Attachment 15 – Resolution Approving a Line of Credit in Order to Finance Certain Public Facilities and Equipment Projects Prior to the Issuance of Long-Term Financing.
- Attachment 16 – Resolution to Approve Special Exception for HS2020-00038 Currier Homestay
- Attachment 17 – Ordinance No. 20-2(1)

2020 PROCLAMATION
DECLARING THE FIRST FRIDAY IN JUNE TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the County of Albemarle to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, more than 100 Americans are killed by gun violence and on average there are more than 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Virginia has 992 gun deaths every year, with a rate of 11.4 deaths per 100,000 people. Virginia has the 34th highest rate of gun deaths in the US; and

WHEREAS, communities across the nation, including in Albemarle County, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is local government's highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, local officials and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, the pandemic facing America has drastically impacted communities and individuals sheltering in place which may result in situations where access to firearms results in increased risk in intimate partner violence gun deaths, suicide by gun and unintentional shootings;

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 5th, the first Friday in June in 2020, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 5, 2020 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that Chairman Ned L. Gallaway of the county of Albemarle declares the first Friday in June, June 5, 2020, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

**RESOLUTION TO APPROVE
ADDITIONAL FY 2020 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That Appropriations #2020064; #2020065; #2020066; #2020067; #2020068 and #2020069 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, 2020.

**RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE COUNTY OF ALBEMARLE
AND THE COMMONWEALTH OF VIRGINIA, VIRGINIA DEPARTMENT OF HEALTH**

WHEREAS, the Board finds it in the best interest of the County to authorize the Commonwealth of Virginia, Virginia Department of Health to use a portion of the Yancey School Community Center, located at 7625 Porters Road, Esmont, Virginia.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute a License Agreement between the County of Albemarle and the Commonwealth of Virginia, Virginia Department of Health, once it has been approved as to form and substance by the County Attorney.

LICENSE AGREEMENT

This LICENSE AGREEMENT, (hereinafter referred to as “Agreement”) dated this 23rd day of April, 2020, is by and between COUNTY OF ALBEMARLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (“Licensor”), and the COMMONWEALTH OF VIRGINIA, VIRGINIA DEPARTMENT OF HEALTH (“Licensee”).

1. The purpose of this Agreement is to permit Licensee to use a portion of the property of Licensor known as the Yancey School Community Center located at 7625 Porters Road, Esmont, Virginia 22937 (the “Property”) including the non-exclusive right to use the parking spaces in the parking lot and non-exclusive use of an access easement to the Property. Licensee shall have exclusive use of Rooms WR and TL (the “Premises”), and shall have shared use of Room 2 and common areas as more particularly shown and described on Exhibit A attached hereto and incorporated herein by this reference, under the terms and conditions set out herein.
2. Licensee acknowledges that this Agreement is not and shall not be construed as a rental agreement or lease. Licensee shall have no possessory interest in any portion of the Property.
3. Licensee and Licensee’s agents, invitees, employees, officers, and personnel (collectively, “Licensee Parties”) are hereby authorized to access the Premises twenty-four (24) hours per day, seven (7) days a week during the term of this Agreement. In addition, Licensee and Licensee Parties shall have (a) ingress to and egress over the Property to access the Premises, (b) the non-exclusive use of any fixtures, equipment, systems, telecom equipment, cabling, supplies, and any and all other personal or tangible property located on or in the Premises or serving the Premises, and (c) the non-exclusive use of any parking facilities, sidewalks, and other appurtenant facilities serving the Premises or Property.
4. The Premises shall be used by Licensee and Licensee’s Parties for the purpose of providing public health services to the community, including clinical services, in accordance with all applicable laws, rules and regulations, including environmental laws.
5. The term of this Agreement shall commence on the 1st day of July, 2020, and extend for a period of one (1) year, ending on the 30th day of June, 2021 (“Initial Term”). This Agreement shall automatically renew and continue from year-to-year (each year a “Renewal Term”) on the same terms and conditions as existed immediately prior to the commencement of such Renewal Term, if neither party has given a timely notice of termination as provided in Section 9(b) of this Agreement.

6. No Rent shall be charged for Licensee's occupancy of Licensor's Premises. The Licensor shall provide water, sewer, electricity, access to existing wireless internet, and heating and cooling services at no expense to Licensee. Licensor shall further provide custodial services (to common areas only) and arrange for the regular collection of a shared dumpster at no expense to Licensee. Licensee shall dispose of its medical waste off site.
7. Licensor agrees:
 - (a) To be responsible for the cost of all maintenance and repairs to the Property.
 - (b) To provide all utilities at Licensor's expense
 - (c) To keep the climate control equipment serving the Premises in good working order.
 - (d) To allow Licensee to make the Premises available to other providers to use, subject to the Licensor's advance review and written approval.
8. Licensee agrees:
 - (a) That Licensee has inspected the Premises and accepts the Premises in its current condition, subject to the provisions of this Agreement.
 - (b) Not to make any repairs, improvements, modifications or alterations to the Property without the express written consent of Licensor. To the extent authorized by law, Licensee shall be liable for any damage to the Property or the personalty of Licensor at the Property caused by Licensee. Licensee shall have the right to place signs on the interior or exterior of the Property with the prior written approval of the Licensor. Notwithstanding anything to the contrary contained herein, Licensee may (a) install a phone line within the Premises, (b) install a fax line within the Premises, at Licensee's expense, and (c) outfit with and bring upon the Premises what furniture, fixtures, and other personal property and supplies Licensor deems necessary or desirable (subject to all laws and ordinances), and Licensor hereby consents to any and all such action and agrees to cooperate with Licensee to facilitate the foregoing.
 - (c) Not to injure or disfigure either the Property or any part thereof in any way, nor allow the same to be done by its employees or agents. Any such damage will be repaired or replaced by Licensee at Licensee's expense.

- (d) That Licensee will not allow the Premises to be used for any illegal or immoral purpose.
9. It is mutually covenanted and agreed by Licensee and Licensor:
- (a) That any and all notices affecting this Agreement may be served by the parties hereto or their duly authorized agents as effectively as if the same were served by any officer authorized by law to serve such notices.
 - (b) Either party may terminate this Agreement at any time upon sixty (60) days' written notice to the other party. If the date of termination is not the last day of a month, then the monthly license fee will be pro-rated based on the number of days in the month in which termination occurs.
 - (c) This Agreement constitutes the entire agreement between Licensor and Licensee, and shall not be amended or waived except in writing, signed by both parties and approved by the Governor of Virginia or his designee.
10. Wherever a notice is required under this Agreement, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid. Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is delivered to the appropriate address in accordance with this Section 10 or such delivery is refused. All notices from Licensee to Licensor shall be addressed to:

County of Albemarle
Attn: County Executive
401 McIntire Road
Charlottesville, Virginia 22902

All notices from Licensor to Licensee shall be addressed to:

Denise Bonds, MD, MPH
Director, Thomas Jefferson Health District, VDH
1138 Rose Hill Drive
Charlottesville, Virginia 22903

with a copy to:

Division of Real Estate and Facilities Management
Attn: Director
1100 Bank Street, 3rd Floor
Richmond, Virginia 23219

11. This Agreement was made in the Commonwealth of Virginia and shall be governed by and construed in all respects in accordance with the laws of the Commonwealth of Virginia.
12. The agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Licensor and Licensee.
13. If (a) the purposes for which Licensee entered into this Agreement shall no longer exist, (b) Licensor and/or Licensee fail(s) to receive necessary funding to meet its/their continuing obligations under this Agreement, or (c) Licensee shall be reorganized or otherwise dissolved with no successor entity designated, then this Agreement shall be terminated as of the date of such event.
14. Insurance
 - A. Licensor acknowledges that Licensee is self-insured for the following coverages and upon request will provide a certificate of self-insurance:
 - i. General Liability – Licensee shall keep and maintain a program of public liability and property damage with respect to the Premises and the business operated by Licensee. The limits of public liability for bodily injury and property damage shall not be less than One Million Dollars (\$1,000,000).
 - ii. Automobile Liability - \$1,000,000 per accident.
 - iii. Workers' Compensation - Statutory requirements and benefits. Coverage is currently compulsory for employers of three or more employees, including the employer. Employer's Liability - \$100,000 each accident/\$100,000 each disease-policy limit/\$500,000 each disease-each employee. This policy shall specifically list Virginia as a covered state.
 - B. Fire and Extended Coverage. During the initial and any renewal term of this Agreement, the Licensor shall insure and keep insured, for the benefit of the Licensor and its respective successors in interest, the Premises, or any portion thereof then in being. Such policy shall contain coverage against loss, damage or destruction by fire and such other hazards as are covered and protected against, at standard rates under policies of insurance commonly referred to and known as "extended coverage," as the same may exist from time to time. The

Licensor agrees to name Licensee as an additional insured on such policy, as its interest may appear.

- C. Evidence of Insurance. Copies of a Certificate of Self Insurance is required to be maintained by Licensee and the Licensor pursuant to this Section 14 shall be delivered by the Licensor or Licensee, as the case may be, to the other upon the issuance of such insurance and thereafter not less than thirty (30) days prior to the expiration dates thereof.

[Signatures Appear on Following Pages.]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

LICENSOR: COUNTY OF ALBEMARLE
a political subdivision of the Commonwealth of
Virginia

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing License Agreement was acknowledged before me by
_____, in his/her capacity as _____ of
_____, on the ____ day of _____, 2020, in the jurisdiction
aforesaid.

My commission expires: _____
Registration No.: _____

Notary Public

[Signatures Continue on Following Pages.]

LICENSEE

COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF HEALTH

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing License Agreement was acknowledged before me by _____, in his capacity as _____ of the Commonwealth of Virginia, _____, on the _____ day of _____, 2020, on behalf of this agency, in the jurisdiction aforesaid.

My commission expires: _____

Registration No.: _____

Notary Public

[Signatures Continue on Following Page.]

The Commonwealth of Virginia, Department of General Services, consents to the execution of this License Agreement.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES

Director
Date: _____

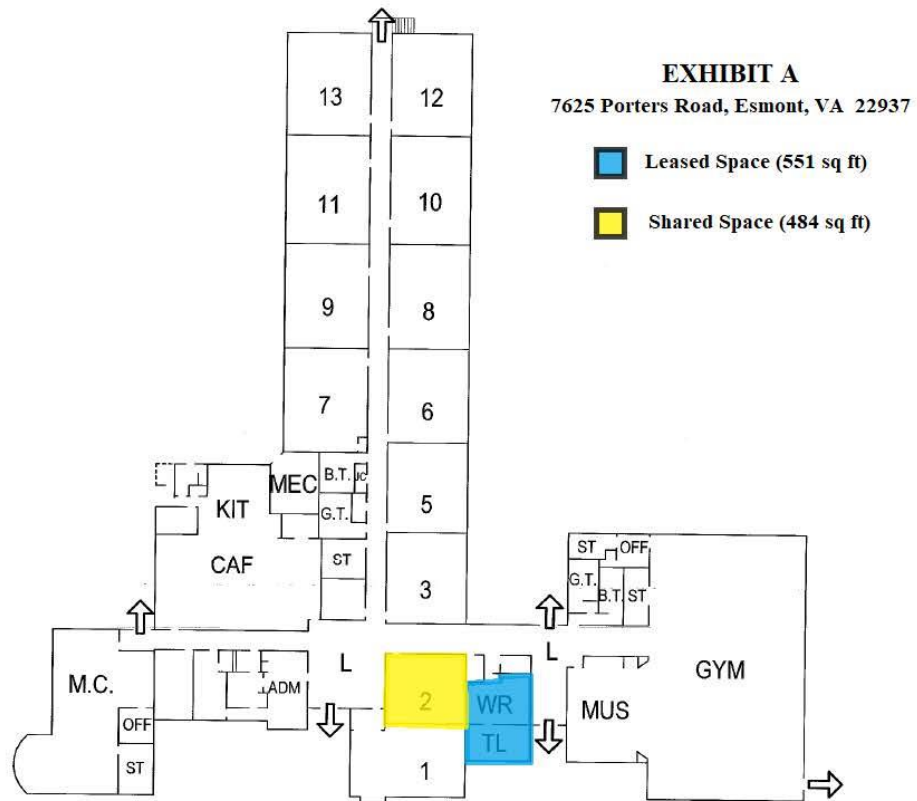
APPROVED BY THE GOVERNOR:

Pursuant to § 2.2-1149 of the Code of Virginia (1950), as amended, and as the official designee of the Governor of Virginia, as authorized and designated by Executive Order 88 (01) dated December 21, 2001, I hereby approve this License Agreement for and on behalf of the Governor of Virginia.

Secretary of Administration Date

[End of Signature Pages.]

EXHIBIT A
Space Plan
(Copy attached)



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

WHEREAS, the Board finds it in the best interest of the County to authorize the Crozet Artisan Depot, LLC to continue to lease a portion of the Old Crozet Train Depot, located at 5791 Three Notch'd Road, Crozet, Virginia.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute a Lease Renewal Agreement between the County of Albemarle and the Crozet Artisan Depot, LLC, once it has been approved as to form and substance by the County Attorney.

LEASE RENEWAL AGREEMENT

THIS LEASE RENEWAL AGREEMENT, dated June 25, 2020, is by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and CROZET ARTISAN DEPOT, LLC, Tenant.

WHEREAS, the Landlord and Tenant entered into an Agreement of Lease, dated May 12, 2015 (the "Lease"), for the Tenant's lease of certain Leased Premises from the Landlord;

WHEREAS, the initial term of the Lease runs for five years from July 1, 2015;

WHEREAS, Section 3.2 of the Lease allows said Lease to be renewed for an additional period as may be mutually agreed by the Landlord and Tenant; and

WHEREAS, pursuant to Section 3.2 of the Lease, the parties now wish to renew said Lease for a mutually-agreed additional period.

NOW, WHEREFORE, the Landlord and Tenant hereby agree as follows:

1. The parties' Agreement of Lease, dated May 12, 2015, is hereby renewed for an additional term of one year, commencing on July 1, 2020 and expiring June 30, 2021.
2. Thereafter, the parties' Lease shall automatically renew for additional 12-month terms unless written notice is given by either Landlord or Tenant no later than 60 days prior to the expiration of any term.
3. All other provisions of the parties' Agreement of Lease, dated May 12, 2015, shall remain in full force and effect.

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

TENANT

CROZET ARTISAN DEPOT, LLC

By: _____
Gillian Ritchie Ruffa, Registered Agent

LANDLORD

This Lease Renewal Agreement is executed on behalf of the County of Albemarle by Jeffrey B. Richardson, County Executive, pursuant to a Resolution of the Albemarle County Board of Supervisors.

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Jeffrey B. Richardson, County Executive

Approved as to form:

Albemarle County Attorney

RESOLUTION TO APPROVE A LEASE RENEWAL AGREEMENT BETWEEN THE COUNTY OF ALBEMARLE AND THE CHARLOTTESVILLE ALBEMARLE CONVENTION AND VISITORS BUREAU (CACVB)

WHEREAS, the Board finds it in the best interest of the County to authorize the CACVB to continue to lease a portion of the Old Crozet Train Depot, located at 5791 Three Notch'd Road, Crozet, Virginia.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute a Lease Renewal Agreement between the County of Albemarle and the CACVB, once it has been approved as to form and substance by the County Attorney.

LEASE RENEWAL AGREEMENT

THIS LEASE RENEWAL AGREEMENT, dated June 25, 2020, is by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the CHARLOTTESVILLE ALBEMARLE CONVENTION AND VISITORS BUREAU, Tenant.

WHEREAS, the Landlord and Tenant entered into an Agreement of Lease, dated May 26, 2015 (the "Lease"), for the Tenant's lease of certain Leased Premises from the Landlord;

WHEREAS, the initial term of the Lease runs for five years from July 1, 2015;

WHEREAS, Section 3.2 of the Lease allows said Lease to be renewed for an additional period as may be mutually agreed by the Landlord and Tenant; and

WHEREAS, pursuant to Section 3.2 of the Lease, the parties now wish to renew said Lease for a mutually-agreed additional period.

NOW, WHEREFORE, the Landlord and Tenant hereby agree as follows:

1. The parties' Agreement of Lease, dated May 26, 2015, is hereby renewed for an additional term of one year, commencing on July 1, 2020 and expiring June 30, 2021.
2. Thereafter, the parties' Lease shall automatically renew for additional 12-month terms unless written notice is given by either Landlord or Tenant no later than 60 days prior to the expiration of any term.
3. All other provisions of the parties' Agreement of Lease, dated May 26, 2015, shall remain in full force and effect.

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

TENANT

**CHARLOTTESVILLE ALBEMARLE CONVENTION
AND VISITORS BUREAU**

By: _____,
_____, Chair

LANDLORD

This Lease Renewal Agreement is executed on behalf of the County of Albemarle by Jeffrey B. Richardson, County Executive, pursuant to a Resolution of the Albemarle County Board of Supervisors.

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Jeffrey B. Richardson, County Executive

Approved as to form:

Albemarle County Attorney

**RESOLUTION TO APPROVE A LEASE RENEWAL AGREEMENT BETWEEN THE COUNTY OF
ALBEMARLE AND STAENGL ENGINEERING, LLC**

WHEREAS, the Board finds it in the best interest of the County to authorize Staengl Engineering, LLC to continue to lease a portion of the Crozet Library, located at 2020 Crozet Avenue, Crozet, Virginia.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute a Lease Renewal Agreement between the County of Albemarle and Staengl Engineering, LLC, once it has been approved as to form and substance by the County Attorney.

LEASE RENEWAL AGREEMENT

THIS LEASE RENEWAL AGREEMENT, dated June 25, 2020, is by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and STAENGL ENGINEERING, LLC, Tenant.

WHEREAS, the Landlord and Tenant entered into an Agreement of Lease, dated May 12, 2015 (the "Lease"), for the Tenant's lease of certain Leased Premises from the Landlord;

WHEREAS, the initial term of the Lease runs for five years from July 1, 2015;

WHEREAS, Section 3.2 of the Lease allows said Lease to be renewed for an additional period as may be mutually agreed by the Landlord and Tenant; and

WHEREAS, pursuant to Section 3.2 of the Lease, the parties now wish to renew said Lease for a mutually-agreed additional period.

NOW, WHEREFORE, the Landlord and Tenant hereby agree as follows:

1. The parties' Agreement of Lease, dated May 12, 2015, is hereby renewed for an additional term of one year, commencing on July 1, 2020 and expiring June 30, 2021.
2. Thereafter, the parties' Lease shall automatically renew for additional 12-month terms unless written notice is given by either Landlord or Tenant no later than 60 days prior to the expiration of any term.
3. All other provisions of the parties' Agreement of Lease, dated May 12, 2015, shall remain in full force and effect.

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

TENANT

STAENGL ENGINEERING, LLC

By: _____
Galen Staengl, Registered Agent

LANDLORD

This Lease Renewal Agreement is executed on behalf of the County of Albemarle by Jeffrey B. Richardson, County Executive, pursuant to a Resolution of the Albemarle County Board of Supervisors.

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Jeffrey B. Richardson, County Executive

Approved as to form:

Albemarle County Attorney

**RESOLUTION TO APPROVE SPECIAL EXCEPTION
FOR SDP 202000011 BOYS & GIRLS CLUB**

BE IT RESOLVED that, upon consideration of the Memorandum prepared in conjunction with the application and the attachments thereto, including staff's supporting analysis, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-4.2 and 18-33.49, the Albemarle County Board of Supervisors hereby approves the special exception for SDP 202000011 Boys & Girls Club, subject to the condition attached hereto.

* * *

SDP 202000011 Boys & Girls Club Special Exception Condition

1. The area of land disturbance on critical slopes may not exceed the 0.79 acres described in the request entitled "Boys & Girls Club – Northside, Critical Slopes Waiver - Special Exception Request" and shown on the plans entitled "Critical Slopes Waiver Request Exhibit 1," and "Critical Slopes Waiver Request Exhibit 2," which were prepared by Timmons Group and are dated April 24, 2020.

**RESOLUTION OF INTENT
ZONING TEXT AMENDMENT
MATERIALS RECOVERY FACILITIES AND RECYCLING PROCESSING CENTERS**

WHEREAS, pursuant to Albemarle County Code § 18-26.2(a), Materials Recovery Facilities and Recycling Processing Centers are permitted as by-right uses in the Heavy Industrial (HI) and Planned Development Industrial Park 2 (PDIP-2) zoning districts and permitted by special use permit in the Light Industrial (LI) and Planned Development Industrial Park 1 (PDIP-1) zoning districts, subject to the regulations of Albemarle County Code § 18-5.1.51 and § 18-5.1.52;

WHEREAS, it is a goal of the Sustainable Materials Management section of the Climate Action Plan to increase the amount of recyclable materials put to positive use and diverted from landfills;

WHEREAS, Materials Recovery Facilities and Recycling Processing Centers are subject to certain regulations pertaining to outdoor activities and outdoor storage areas under Albemarle County Code § 18-5.1.51 and § 18-5.1.52 that may be prohibitive to establishing those uses;

WHEREAS, it is desired to review and potentially amend Albemarle County Code § 18-5.1.51, § 18-5.1.52, and other appropriate sections to encourage such Materials Recovery Facilities and Recycling Processing Centers without regulatory barriers;

WHEREAS, it is desired that any review and amendment(s) to the County Code consider goals and objectives of the Comprehensive Plan including, but not limited to, the following Chapters: Historic, Cultural, and Scenic Resources, Natural Resources, Economic Development; and

WHEREAS, it is desired that any review and amendments to the County Code consider health, safety, and general welfare impacts to properties abutting Materials Recovery Facilities and Recycling Processing Centers.

NOW, THEREFORE, BE IT RESOLVED THAT for purposes of public necessity, convenience, general welfare, and good zoning and development practices, the Albemarle County Board of Supervisors hereby adopts a resolution of intent to consider amending Albemarle County Code § 18-5.1.51, § 18-5.1.52, and any other sections of the Albemarle County Code deemed to be appropriate to achieve the purposes described herein.

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

WHEREAS, the Albemarle County Board of Supervisors, Virginia (the "Borrower") has or 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 \$121,751,780.
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.

I, Claudette K. Borgersen, do hereby certify that the foregoing writing is a true and correct copy of a Resolution duly adopted by the Albemarle County Board of Supervisors by a vote of six to zero, as recorded below, at a meeting held on June 3, 2020.

	<u>Aye</u>	<u>Nay</u>
Mr. Gallaway	<u>Y</u>	___
Ms. LaPisto-Kirtley	<u>Y</u>	___
Ms. Mallek	<u>Y</u>	___
Ms. McKeel	<u>Y</u>	___
Ms. Palmer	<u>Y</u>	___
Ms. Price	<u>Y</u>	___

Clerk, Board of County Supervisors

**CAPITAL IMPROVEMENT PROGRAM
BOND FUNDED PROJECTS
FY 2020/21**

School Division	Amount (\$)
School Bus Replacement Program	\$930,000
School Maintenance/Replacement Program	\$6,919,000
School Subtotal	\$7,849,000
General Government	Amount (\$)
Cost of Issuance	\$191,628
County-Owned Facilities Maintenance/Replacement	\$1,199,030
General Government Subtotal	\$1,390,658
Total Debt Issue Not to Exceed - FY 20/21 Projects	\$9,239,658

PREVIOUSLY APPROPRIATED PROJECTS TO BE BOND FUNDED

School Division	Amount (\$)
Crozet Elementary Addition Design	\$1,200,000
High School Capacity and Improvements	\$30,200,000
School Bus Replacement Program	\$1,200,000
Learning Space Modernization	\$1,200,000
Red Hill Elementary Phase II Addition & Improvements	\$6,155,366
School Maintenance/Replacement Program	\$8,112,000
Scottsville Elementary Addition & Improvements	\$11,900,000
Telecommunications Network Upgrade	\$900,000
School Subtotal	\$60,867,366
General Government	Amount (\$)
Cost of Issuance	\$1,277,401
Court Facilities Addition/Renovation	\$831,000
County-Owned Facilities Maintenance/Replacement	\$1,221,098
City-County Owned Facilities Maintenance/Replacement	\$238,575
COB McIntire Windows Replacement	\$1,972,172
County Owned Parks Maintenance/Replacement	\$959,402
City-County Owned Parks Maintenance/Replacement	\$25,750
County Server Infrastructure Upgrade	\$453,937
Crozet Park Maintenance/Replacement and Improvements	\$16,841
Fire Rescue Apparatus Replacement Program	\$3,745,030
Fire Rescue Station Alerting System Replacement	\$653,000
Police County 800Mhz Radio Replacements	\$121,801
Biscuit Run, Phase 1A	\$2,171,702
Darden Towe Athletic Field Improvements	\$2,907,000
Buck Island Park	\$706,710
Rivanna Reservoir Boat Launch	\$1,154,948
General Government Subtotal	\$18,456,367
Total Debt Issue Not to Exceed - FY 19/20 Projects	\$79,323,733

PREVIOUSLY APPROPRIATED PROJECTS TO BE BOND FUNDED

School Division	Amount (\$)
Learning Space Modernization Referendum Project	\$1,827,683
School Bus Replacement Program	\$1,774,200
School Maintenance/Replacement Program	\$18,918,918
School Security Improvements Program – 2016 Referendum Project	\$205,125
Scottsville Elementary School Sitework Improvements	\$195,440
Western Albemarle High School Environmental Studies Academy Phase 2 – 2016 Referendum Project	\$440,820
School Subtotal	\$23,362,186
General Government	Amount (\$)
COB McIntire Windows Replacement	\$153,925
Cost of Issuance	\$716,400
County Owned Parks Maintenance/Replacement	\$1,204,072
County Server Infrastructure Upgrade	\$380,192
County-Owned Facilities Maintenance/Replacement	\$965,111
Court Facilities Addition/Renovation	\$26,091
Crozet Park Maintenance/Replacement and Improvements	\$438,653
Police County 800Mhz Radio Replacements	\$363,905
Police Mobile Command Center Replacement	\$291,408
Transportation Leveraging Program	\$2,940,000
Ivy Recycling Convenience Center	\$262,500
Fire Rescue Apparatus Replacement Program	\$933,250
Fire Rescue Station Alerting System Replacement	\$651,000
Police Community Response Truck Replacement	\$74,400
General Government Subtotal	\$9,400,907
Water Resources	Amount (\$)
Hollymead Dam Spillway Improvement	\$425,296
Water Resources Subtotal	\$425,296
Total Debt Issue Not to Exceed - FY 18/19 Projects	\$33,188,389
TOTAL DEBT ISSUE NOT TO EXCEED – ALL PROJECTS	\$121,751,780

**ANNUAL RESOLUTION OF APPROPRIATIONS
OF THE COUNTY OF ALBEMARLE
FOR THE FISCAL YEAR ENDING JUNE 30, 2021**

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, 2021; 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, 2021:

Paragraph One: ADMINISTRATION

Board of Supervisors	\$703,532
Executive Leadership	\$2,790,182
Human Resources	\$856,705
County Attorney	\$1,131,224
Finance Department	\$6,060,031
Information Technology	\$4,076,545
Voter Registration and Elections	\$971,510
	<u>\$16,589,729</u>

Paragraph Two: JUDICIAL

Clerk of the Circuit Court	\$915,467
Commonwealth's Attorney	\$1,577,185
Sheriff	\$2,981,515
Circuit Court	\$193,886
General District Court	\$40,800
Magistrate	\$4,575
Juvenile Court	\$121,674
Public Defender's Office	\$82,717
	<u>\$5,917,819</u>

Paragraph Three: PUBLIC SAFETY

Police Department	\$19,649,017
Fire Rescue Department (including City Fire Contract, System-wide Fleet Mgmt., and Forest Fire Extinction)	\$16,838,927
Charlottesville Albemarle Rescue Squad	\$116,300
Crozet Volunteer Fire Department	\$172,040
Earlsville Volunteer Fire Company	\$187,469
East Rivanna Volunteer Fire Company	\$237,617
North Garden Volunteer Fire Company	\$147,164
Scottsville Volunteer Fire Department	\$164,906
Seminole Trail Volunteer Fire Department	\$293,486
Stony Point Volunteer Fire Company	\$144,891
Western Albemarle Rescue Squad (WARS) (including Contingency: WARS MOU)	\$429,565
Volunteer Fire Rescue Tax Credit	\$90,000
Inspections	\$1,493,179
Emergency Communications Center	\$2,840,549
Albemarle Charlottesville Regional Jail	\$4,199,579
Blue Ridge Juvenile Detention Center	\$465,500
Foothills Child Advocacy Center	\$44,791
Offender Aid and Restoration (OAR)	\$218,805
Charlottesville Albemarle SPCA	\$641,567
Virginia Juvenile Community Crime Control Act (VJCCCA)	\$52,231
	<u>\$48,427,583</u>

Paragraph Four: PUBLIC WORKS

Facilities and Environmental Services	\$4,994,118
Rivanna Solid Waste Authority (RSWA)	\$1,500,947
	<u>\$6,495,065</u>

Paragraph Five: HEALTH AND WELFARE

Department of Social Services	\$15,178,128
Transfer to Bright Stars Fund	\$914,487
Transfer to Children Services Act (CSA) Fund	\$1,846,529
Boys & Girls Club	\$56,650
Charlottesville Free Clinic	\$116,699
Charlottesville/Albemarle Health Department	\$805,822
Child Health Partnership	\$319,861
Computers4Kids	\$14,193
Georgia's Friends	\$24,560
Jefferson Area Board for Aging (JABA)	\$377,985
Legal Aid Justice Center	\$39,435
Light House Studio	\$16,642
Literacy Volunteers	\$26,827
Monticello Area Community Action Agency (MACAA)	\$44,500
On Our Own	\$13,179

Piedmont Court Appointed Special Advocates	\$9,500
ReadyKids	\$72,450
Region Ten	\$813,260
Sexual Assault Resource Agency (SARA)	\$21,855
Shelter for Help in Emergency (SHE)	\$93,443
Tax Relief for Elderly/Disabled	\$1,190,000
The Bridge Line	\$15,914
Thomas Jefferson Area Coalition for the Homeless (TJACH)	\$22,259
United Way	\$173,978
Womert's Initiative	<u>\$14,853</u>
Paragraph Six: EDUCATION	\$22,223,009
Piedmont Virginia Community College	\$24,048
Paragraph Seven: PARKS, RECREATION AND CULTURE	
Parks & Recreation	\$3,114,060
African American Cultural Arts Festival / Chihamba	\$1,500
Charlottesville/Albemarle Convention and Visitor's Bureau	\$757,416
Jefferson-Madison Regional Library	\$4,657,607
Jefferson School African American Heritage Center	\$10,000
Municipal Band	\$8,000
Paramount Theater	\$2,500
Rivanna Conservation Alliance - FLOW Festival	\$4,700
Virginia Discovery Museum	\$2,500
Virginia Festival of the Book	\$10,000
Virginia Film Festival	<u>\$10,000</u>
	\$8,578,283
Paragraph Eight: COMMUNITY DEVELOPMENT	
Department of Community Development	\$5,419,999
Office of Economic Development	\$627,788
Central Virginia Partnership for Economic Development	\$54,319
Central Virginia Small Business Development Center (CVSBDC)	\$36,000
Virginia Career Works - Piedmont Region	\$16,295
Central Shenandoah Planning District Commission	\$770
Charlottesville Area Transit	\$516,560
Jaunt	\$2,423,833
Regional Transit Partnership	\$147,886
Transit Reserve	\$245,000
Albemarle Housing Improvement Program (AHIP)	\$412,000
Piedmont Housing Alliance (PHA)	\$60,757
Rivanna Conservation Alliance - Streamwatch	\$15,000
Thomas Jefferson Planning District Commission	\$132,253
Thomas Jefferson Soil and Water Conservation	\$121,980
Virginia Cooperative Extension Service	<u>\$214,644</u>
	\$10,445,084
Paragraph Nine: REVENUE SHARING AGREEMENT	
Revenue Sharing Agreement	<u>\$14,589,313</u>
	\$14,589,313
Paragraph Ten: TAX REFUNDS, ABATEMENTS, & OTHER REFUNDS:	
Refunds and Abatements	<u>\$120,000</u>
	\$120,000
Paragraph Eleven: OTHER USES OF FUNDS	
Transfer to School Operations	\$134,184,078
Formula Transfer to Capital Projects and Debt Service Funds	\$30,142,066
Transfer to Water Resources Fund	\$1,388,008
Transfer to Economic Development Authority Fund	\$280,000
Board's Strategic Priorities Support	\$145,000
Reserve for Contingencies	\$814,266
Salary and Benefits Reserve	\$150,000
Personnel Savings	<u>(\$978,100)</u>
Business Process Optimization (BPO) Reserve	\$250,000
Early Retirement	<u>\$609,000</u>
	\$166,984,318
Total GENERAL FUND appropriations for the fiscal year ending June 30, 2021:	<u>\$300,394,251</u>

To be provided as follows:

Revenue from Local Sources	\$263,038,656
Revenue from the Commonwealth	\$24,753,797
Revenue from the Federal Government	\$7,041,656
Transfers In from Other Funds	\$3,120,169
Use of Fund Balance	\$2,439,973

Total GENERAL FUND resources available for fiscal year ending June 30, 2021: \$300,394,251

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, 2021:

Paragraph One: GENERAL FUND SCHOOL RESERVE FUND

Transfer to the School Fund	\$1,028,600
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Total GENERAL FUND SCHOOL RESERVE FUND appropriations for fiscal year ending June 30, 2021: \$1,028,600

To be provided as follows:

Use of Fund Balance	\$1,028,600
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Total GENERAL FUND SCHOOL RESERVE FUND resources available for fiscal year ending June 30, 2021: \$1,028,600

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, 2021:

Paragraph One: REGULAR SCHOOL FUND

School Fund Expenditures	\$193,741,120
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Total REGULAR SCHOOL FUND appropriations for fiscal year ending June 30, 2021: \$193,741,120

To be provided as follows:

Revenue from Local Sources (General Fund Transfer)	\$134,184,078
Revenue from Other Local Sources	\$2,046,896
Revenue from the Commonwealth	\$52,771,310
Revenue from the Federal Government	\$3,682,761
Transfers	\$27,475
Transfer from General Fund School Reserve Fund	\$1,028,600

Total REGULAR SCHOOL FUND resources available for fiscal year ending June 30, 2021: \$193,741,120

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, 2021:

Paragraph One: OTHER SCHOOL FUNDS

Other School Funds	\$17,460,067
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Total OTHER SCHOOL FUND appropriations for fiscal year ending June 30, 2021: \$17,460,067

To be provided as follows:

Revenue from Local Sources	\$6,793,078
Revenue from the Commonwealth	\$1,564,295
Revenue from the Federal Government	\$7,376,573
Transfers	\$1,152,121
Use of Fund Balance	\$574,000

Total OTHER SCHOOL FUND resources available for fiscal year ending June 30, 2021: \$17,460,067

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, 2021:

Paragraph One: OTHER GENERAL GOVERNMENT FUNDS

Computer Maintenance and Replacement	\$599,550
Yancey Strengthening Systems Grant	\$100,000
Commonwealth's Attorney Delinquent Fines and Fees	\$60,000
Victim-Witness Grant	\$177,949
Regional Firearms Training Center - Operations	\$218,082
Regional Firearms Training Center - Capital	\$90,000
Criminal Justice Grant	\$731,081
Water Resources	\$1,388,008
Courthouse Maintenance	\$30,776
Old Crozet School Operations	\$96,326
Vehicle Replacement	\$700,582
Bright Stars Program	\$1,524,946
Children's Services Act	\$9,633,312
Martha Jefferson Health Grant	\$4,000
Housing Assistance Fund	\$3,465,561
CACVB Fund	\$1,972,107
Darden Towe Memorial Park	\$278,936
Tourism	\$1,239,563
Economic Development Authority	\$442,549
Economic Development Fund	\$35,000

Total OTHER GENERAL GOVERNMENT FUNDS appropriations for fiscal year ending June 30, 2021: \$22,788,328

To be provided as follows:

Revenue from Local Sources	\$3,129,043
Revenue from the Commonwealth	\$7,076,904
Revenue from the Federal Government	\$3,561,306
Transfers In from Other Funds	\$8,833,353
Use of Fund Balance	\$187,722

Total OTHER GENERAL GOVERNMENT FUNDS resources available for fiscal year ending June 30, 2021: \$22,788,328

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, 2021:

Paragraph One: PUBLIC SAFETY

Fire Rescue Apparatus Replacement Program	\$1,915,304
Fire Rescue Mobile Data Computers Replacement	\$195,000
Police County 800Mhz Radio Replacements	\$971,111
Police Mobile Data Computers Replacement	\$13,000
Police Patrol Video Cameras Replacement	<u>\$156,600</u>
	\$3,251,015

Paragraph Two: PUBLIC WORKS

County Owned Facilities Maintenance/Replacement	\$1,199,030
Ivy Fire Station 15 Maintenance Obligation	\$50,000
Ivy Landfill Remediation	\$475,000
Moore's Creek Septage Receiving Station	\$109,441
Regional Firearms Training Center Capital Reserve - County Share	<u>\$39,600</u>
	\$1,873,071

Paragraph Three: COMMUNITY/NEIGHBORHOOD DEVELOPMENT

Economic Development Funding for Public-Private Partnerships	\$1,000,000
	\$1,000,000

Paragraph Four: HEALTH AND WELFARE

The Center at Belvedere	\$500,000
	\$500,000

Paragraph Five: PARKS, RECREATION & CULTURE

County Owned Parks Maintenance/Replacement	\$82,500
	\$82,500

Paragraph Six: TECHNOLOGY AND GEOGRAPHIC INFORMATION SYSTEMS (GIS)

County Server/Infrastructure Upgrade	<u>\$476,633</u>
	\$476,633

Paragraph Seven: OTHER USES OF FUNDS

Cost of Issuance	\$191,628
Project Management Services	\$1,329,063
Borrowed Proceeds Transfer	<u>\$7,057,770</u>
	\$8,578,461
Total GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2021:	<u>\$15,761,680</u>
To be provided as follows:	
Revenue from Local Sources (General Fund Transfer)	\$8,107,112
Revenue from Local Sources (Other Transfers)	\$30,776
Revenue from Other Local Sources	\$250,000
Borrowed Funds	\$9,600,524
Use of Fund Balance	<u>(\$2,226,732)</u>
Total GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2021:	<u>\$15,761,680</u>
<u>SECTION VII: SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND</u>	
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, 2021:	
Paragraph One: EDUCATION (SCHOOL DIVISION)	
School Bus Replacement	\$930,000
School Maintenance/Replacement	\$6,919,000
State Technology Grant	\$700,000
School Technology Replacement Program	\$988,000
Total SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2021:	<u>\$9,537,000</u>
To be provided as follows:	
Revenue from the Commonwealth	\$960,000
Revenue from Local Sources (General Govt Capital Programs Transfer)	\$7,057,770
Use of Fund Balance	\$1,519,230
Total SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2021:	<u>\$9,537,000</u>
<u>SECTION VIII: DEBT SERVICE</u>	
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, 2021:	
Paragraph One: SCHOOL DIVISION DEBT SERVICE FUND	
Debt Service - School Division	<u>\$13,788,312</u>
Total SCHOOL DIVISION DEBT SERVICE appropriations for fiscal year ending June 30, 2021:	<u>\$13,788,312</u>
To be provided as follows:	
Revenue from Local Sources (Transfer from General Fund)	\$13,382,027
Revenue from the Commonwealth	\$326,895
Revenue from the Federal Government	<u>\$79,390</u>
Total SCHOOL DIVISION DEBT SERVICE resources available for fiscal year ending June 30, 2021:	<u>\$13,788,312</u>
Paragraph Two: GENERAL GOVERNMENT DEBT SERVICE FUND	
Debt Service - General Government	<u>\$8,850,697</u>
Total GENERAL GOVERNMENT DEBT SERVICE appropriations for fiscal year ending June 30, 2021:	<u>\$8,850,697</u>
To be provided as follows:	
Revenue from Local Sources (Transfer from General Fund)	\$8,652,927
Revenue from Local Sources (Transfer from Stormwater Fund)	<u>\$197,770</u>
Total GENERAL GOVERNMENT DEBT SERVICE resources available for fiscal year ending June 30, 2021:	<u>\$8,850,697</u>
GRAND TOTAL - DEBT SERVICE FUNDS	<u>\$22,639,009</u>

**TOTAL APPROPRIATIONS INCLUDED IN
SECTIONS I - VIII OF THIS RESOLUTION
FOR THE FISCAL YEAR ENDING JUNE 30, 2021**

RECAPITULATION:

Appropriations:

Section I	General Fund	\$300,394,251
Section II	General Fund School Reserve Fund	\$1,028,600
Section III	School Fund	\$193,741,120
Section IV	Other School Funds	\$17,460,067
Section V	Other General Government Funds	\$22,788,328
Section VI	General Government Capital Improvements Fund	\$15,761,680
Section VII	School Division Capital Improvements Fund	\$9,537,000
Section VIII	Debt Service	<u>\$22,639,009</u>
		\$583,360,055

Less Inter-Fund Transfers

(\$186,408,660)

GRAND TOTAL - ALBEMARLE COUNTY APPROPRIATIONS

\$396,941,395

SECTION IX: 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, 2021:

Paragraph One: EMERGENCY COMMUNICATIONS CENTER FUND

Emergency Communications Center	<u>\$6,768,618</u>
---------------------------------	--------------------

Total EMERGENCY COMMUNICATIONS CENTER FUND appropriations for fiscal year ending June 30, 2021:

\$6,768,618

To be provided as follows:

Albemarle County	\$2,833,190
City of Charlottesville	\$1,478,245
University of Virginia	\$1,409,456
Revenue from Other Local Sources	\$440,102
Revenue from the Commonwealth	\$579,180
Revenue from the Federal Government	\$28,445

Total EMERGENCY COMMUNICATIONS CENTER FUND resources available for fiscal year ending June 30, 2021:

\$6,768,618

SECTION X

All of the monies appropriated as shown by the contained items in Sections I through IX 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

Any funds appropriated herein to recipients who are not directly governed by the Board of Supervisors ("External Recipients") may be used only for the exclusive and singular purpose for which the funds are appropriated, subject to any additional conditions as stated in the Approved Budget, County policies, County agreement with the External Recipient, or as otherwise required or proscribed by law or ordinance. External Recipients have an affirmative fiscal duty to account for the appropriate and most responsible use of the funds and, as an express condition of the appropriation and in addition to other reporting requirements, must provide an accounting upon request by the County within 30 days in a form determined by the Department of Finance or the Office of Management, or both. External Recipients must be able to at all times account for any County funds appropriated to them separate from donations from any other source. Failure to adhere to these conditions or to the purposes for which the appropriations are made may, among other things, affect future appropriations. The Department of Finance is authorized to withhold transfers of appropriated funds to any External Recipient until any pending requests for reporting and accounting have been met to the County's satisfaction.

Paragraph Seven

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:
 - Salary and Benefits Reserve
 - Personnel Savings
 - Board of Supervisors Strategic Priority Support Reserve
 - Business Process Optimization Reserve
- 3) allocate salary lapse between department budgets; and
- 4) administratively approve the carry forward of outstanding grants received and appropriated in FY 20 into FY 21.

Paragraph Eight

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 resolution of appropriations.

Paragraph Nine

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

Paragraph Ten

This resolution shall become effective on July 1, 2020.

I, Claudette K. Borgersen, do hereby certify that the foregoing writing is a true and correct copy of a Resolution duly adopted by the Albemarle County Board of Supervisors by a vote of six to zero, as recorded below, at a meeting held on June 3, 2020.

Clerk, Albemarle County Board of Supervisors

	<u>Ave</u>	<u>Nav</u>
Mr. Gallaway	<u>Y</u>	<u>_____</u>
Ms. LaPisto-Kirtley	<u>Y</u>	<u>_____</u>
Ms. Mallek	<u>Y</u>	<u>_____</u>
Ms. McKeel	<u>Y</u>	<u>_____</u>
Ms. Palmer	<u>Y</u>	<u>_____</u>
Ms. Price	<u>Y</u>	<u>_____</u>

RESOLUTION APPROVING A PLAN TO FINANCE VARIOUS COUNTY PROJECTS THROUGH THE ISSUANCE OF A REVENUE NOTE BY THE ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA, AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND APPROVING THE FORMS OF SUCH DOCUMENTS

WHEREAS, the Economic Development Authority of Albemarle County, Virginia (the "Authority"), was created under and is authorized to exercise all the powers set forth in the Industrial Development and Revenue Bond Act, Title 15.2, Chapter 49, Code of Virginia, as amended (the "Act"), which include, among other things, (a) the power to make loans to, among others, a county in furtherance of the Act, (b) to finance facilities for use by, among others, a county, (c) to issue its revenue bonds, notes and other obligations from time to time for such purposes and (d) to pledge all or any part of its revenues and receipts derived from payments received by the Authority in connection with its loans or from any source, as security for the payment of principal of and interest on any such obligations;

WHEREAS, the Board of Supervisors (the "County Board") of Albemarle County, Virginia (the "County"), desires to obtain, in conjunction with the Authority, a draw-down loan to finance the costs of various projects in the County's Capital Improvement Plan including (without limitation) capital expenditures for court and public school improvements (collectively, the "County Projects");

WHEREAS, the County desires to request the Authority (a) issue and sell its Revenue Note (County Projects), Series 2020 (the "Note"), pursuant to the terms of a Note Purchase and Loan Agreement (the "Loan Agreement") between the County, the Authority and the Lender (as hereinafter defined), in order to provide for a draw-down loan and its repayment terms, (b) loan the proceeds of the Note to the County pursuant to the terms of the Loan Agreement to finance, as needed, the costs of the County Projects and to pay the related costs of issuance, and (c) secure the repayment of the Note by an assignment to the Lender of certain payments due from the County to the Authority in accordance with the terms of the Loan Agreement;

WHEREAS, the County has requested Davenport & Company LLC, as the County's financial advisor (the "Financial Advisor"), to solicit proposals for a draw-down loan from banking and other financial institutions;

WHEREAS, the County Board has reviewed a summary of the proposals received and has determined, in consultation with the Financial Advisor, to request that the Authority award the Note to JPMorgan Chase Bank, N.A., or a subsidiary thereof (collectively with any successors and assigns, the "Lender"), in accordance with the terms of its proposal attached hereto as Exhibit A (the "Proposal"); and

WHEREAS, there has been presented to this meeting a draft of the Loan Agreement that the County proposes to execute in support of the transactions described above, a copy of which shall be filed with the records of the County Board;

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

The County Board hereby approves the following plan in connection with the draw-down loan and the financing of the County Projects. The Lender shall make a draw-down loan to the Authority, the Authority shall issue and deliver the Note to the Lender as evidence of such loan and further loan the proceeds of the Note to the County, and the County shall use the proceeds thereof to finance the County Projects and agree to repay such loan from amounts appropriated from time to time by the County Board, all in accordance with the terms set forth in the Loan Agreement. The Note shall be issued on final terms that the County Executive (which term shall include for purposes of this Resolution the Deputy County Executive and the Assistant County Executive) determines, in consultation with the Financial Advisor and in collaboration with the Chairman or Vice-Chairman of the Authority, either of whom may act, to be in the best interests of the County and the Authority; provided that the Note shall (a) provide for the Lender to make principal advances from time to time in an aggregate amount not to exceed \$75,000,000, (b) mature no later than July 31, 2022, (c) bear interest at a variable rate not to exceed 80% of One-Month LIBOR plus 60 basis points as determined in accordance with the terms of the Proposal (subject to adjustment upon an event of taxability or an event of default), (d) be sold to the Lender at a price not less than 100% of the principal amount thereof and (e) be subject to optional redemption at least monthly without any prepayment premium. The obligation of the Authority to make payments under the Note and the Loan Agreement shall be limited to the payments, if

any, received from the County, which shall be assigned to the Lender pursuant to the terms of the Loan Agreement. This plan of financing shall contain such additional requirements and provisions as the County Executive may approve and determine, in collaboration with the Chairman or Vice-Chairman of the Authority, to be in the best interests of the County and the Authority. Following the sale of the Note, the County Executive shall file a certificate with the records of the County Board setting forth the final terms of the Note and the Loan Agreement. The actions of the County Executive in approving the terms of the Note and the Loan Agreement shall be conclusive, and no further action shall be necessary on the part of the County.

The County Board hereby directs the County Executive to request that the Authority award and sell the Note to the Lender in accordance with the terms of the Proposal and this Resolution.

The County Board hereby authorizes and directs the County Executive to execute and deliver the Loan Agreement. The Loan Agreement shall be in substantially the form presented to this meeting, which is hereby approved, with such completions, omissions, insertions or changes not inconsistent with this Resolution as may be approved by the County Executive, whose approval shall be evidenced conclusively by the execution and delivery thereof.

The undertaking by the County to pay any amounts under the Loan Agreement shall be limited obligations payable solely from funds to be appropriated by the County Board from time to time for such purpose. Nothing herein or in the Loan Agreement shall constitute a debt of the County within the meaning of any constitutional or statutory limitation or a pledge of the faith and credit or taxing power of the County.

The County Board believes that funds sufficient to make payment of all amounts payable by the County under the Loan Agreement can be obtained. While recognizing that it is not empowered to make any binding commitment to make such payments beyond the current fiscal year, the County Board hereby states its intent to make annual appropriations for future fiscal years in amounts sufficient to make all such payments and hereby recommends that future County Boards do likewise during the term of the Loan Agreement. The County Board directs the County Executive or such other officer who may be charged with the responsibility for preparing the County's annual budget, to include in the budget request for each fiscal year during the term of the Loan Agreement an amount sufficient to make the payment of all amounts payable under the Loan Agreement for such fiscal year. Within 10 days after adoption of the County's annual budget and related appropriation resolution, but not later than 10 days after the beginning of each fiscal year, the County Executive is authorized and directed to deliver to the Authority and the Lender a certificate stating whether an amount equal to or credited to the payment of all amounts that will be due under the Loan Agreement during such fiscal year has been budgeted and appropriated by the County Board. So long as the Note is outstanding, if at any time during any fiscal year of the County, the amount appropriated in the County's annual budget in such fiscal year is insufficient to pay when due the amounts payable by the County under the Loan Agreement, the County Board directs the County Executive or such other officer who may be charged with the responsibility for preparing the County's annual budget to submit to the County Board a request for a supplemental appropriation sufficient to cover the deficit.

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

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

The County covenants that it shall not permit the proceeds of the Note or the facilities financed therewith to be used in any manner that would result in 5% or more of such proceeds or facilities, as

applicable, (a) being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, (b) being used with respect to any output facility (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the County receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Note from being includable in the gross income for federal income tax purposes of the registered owner thereof under existing law, the County need not comply with such covenants.

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

All costs and expenses in connection with the undertaking of the County Projects and the issuance of the Note, including the Authority's fees and expenses and the fees and expenses of bond counsel, counsel for the Authority and counsel to the Lender, shall be paid from the proceeds of the Note or other legally available funds of the County. If for any reason the Note is not issued, it is understood that all such expenses shall be paid by the County from its legally available funds and that the Authority shall have no responsibility therefor.

All other actions of officers of the County in conformity with the purposes and intent of this Resolution and in furtherance of the plan of financing are hereby ratified, approved and confirmed. The officers of the County are hereby authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the completion of the plan of financing.

All resolutions or parts of resolutions in conflict herewith are repealed.

This Resolution shall take effect immediately upon its adoption.

**RESOLUTION TO APPROVE SPECIAL EXCEPTION
FOR HS2020-00038 CURRIER HOMESTAY**

BE IT RESOLVED that, upon consideration of the Memorandum prepared in conjunction with the application and the attachments thereto, including staff's supporting analysis, any written comments received, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-5.1.48 and 18-33.49, the Albemarle County Board of Supervisors hereby approves the special exception to modify the minimum 125 foot northwestern front yard and northeastern side yard required for a homestay in the Rural Areas zoning district for HS2020-00038 Homestay Special Exception (Currier), subject to the conditions attached hereto.

* * *

HS 2020-00038 Currier Homestay Special Exception Conditions

1. The Homestay use is limited to two (2) guest rooms within the existing dwelling at 4585 Old Sand Road as depicted on the Parking and House Location Exhibit dated May 12, 2020.
2. Parking for Homestay guests is limited to the existing parking areas as depicted on the Parking and House Location Exhibit dated May 12, 2020.
3. The existing 20' vegetative buffer located along the northeastern property line as depicted on the Parking and House Location Exhibit dated May 12, 2020 may not be disturbed and must be maintained with screening that meets the minimum requirements of County Code § 18-32.7.9.7(b)-(e).

ORDINANCE NO. 20-2(1)

AN ORDINANCE TO AMEND ARTICLE 1, ELECTIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Article 1, Elections, of Chapter 2, Administration, is hereby amended as follows:

By Amending:**Sec. 2-105 Scottsville Magisterial District****Chapter 2. Administration****Article I. Elections****Sec. 2-105 - Scottsville Magisterial District.**

.....

B. *Precincts.* The district shall be divided into five precincts, which are described as follows:

.....

2. *Mountain View Precinct.* Beginning at the intersection of Charlottesville's southern city limits with Monticello Avenue (State Route 20); then south along Monticello Avenue to its intersection with Interstate 64 and Scottsville Road (State Route 20); then south along Scottsville Road to its intersection with an eastern branch of Biscuit Run (just north of the intersection of Scottsville Road and Cedar Hill Farm road); then west along this eastern branch to its confluence with Biscuit Run; then north along Biscuit Run to its intersection with Interstate 64; then east along Interstate 64 to its intersection with Avon Street Extended/State Route 742; then northeast along Avon Street Extended/State Route 742 to its intersection with Charlottesville's southern city limits; then east along Charlottesville's southern city limits to its intersection with Monticello Avenue/State Route 20, the point of origin.

.....

C. *Polling places.* Each precinct shall have a polling place at the location identified below:

1. *Biscuit Run Precinct.* Monticello High School, 1400 Independence Way.
2. *Mountain View Precinct.* Mountain View Elementary School, 1757 Avon Street Extended.
3. *Monticello Precinct.* Monticello High School, 1400 Independence Way.
4. *Scottsville Precinct.* Scottsville Elementary School, 7868 Scottsville Road.
5. *Stone-Robinson Precinct.* Stone-Robinson Elementary School, 958 North Milton Road.

(8-19-71, § 1; 9-5-72; 7-15-81; Code 1988, § 6-1; 5-15-91; Ord. 95-6(1), 1-11-95; Ord. 98-A(1), 8-5-98, § 2-100(5), § 2-105; Ord. 01-2(1), 5-9-01; Ord. 11-2(2), 5-4-11; Ord. 18-2(1), 3-14-18; Ord. 18-2(2), 4-11-18; Ord. 20-2(1), 6-3-20, effective 7-1-20)

State Law reference— Va. Code §§ 15.2-1211, 24.2-304.1 *et seq.*, 24.2-305 *et seq.*

This Ordinance shall be effective on and after July 1, 2020.