

ACTIONS
Board of Supervisors Meeting of June 2, 2010

June 10, 2010

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> Meeting was called to order at 9:02 a.m. by the Chair, Ann Mallek. All BOS members were present. Also present were Bob Tucker, Larry Davis, and Ella Jordan. 	
<p>4. Recognition:</p> <p>a. Thomas McQueeney – Economic Development Authority.</p> <ul style="list-style-type: none"> Chair recognized Mr. McQueeney with a Certificate of Appreciation for 27 years of service on the EDA. 	
<p>5. From the Board: Matters not listed on the Agenda.</p> <p><u>Lindsay Dorrier:</u></p> <ul style="list-style-type: none"> Asked when a joint meeting would be scheduled with the Library Board. Mr. Tucker suggested scheduling the meeting after the Board holds its' June 30th Strategic Planning Retreat. Board members concurred. <p><u>Rodney Thomas:</u></p> <ul style="list-style-type: none"> Provided an update on the reopening of the rock quarry on Rio Mills Road. Consensus of Board that the County Attorney draft a resolution, for adoption by the Board on June 9th, requesting VDoT take reasonable efforts to direct truck traffic generated by the quarry to ingress and egress through the portion of Rio Mills Road that extends south to the Route 29 intersection, rather than the segment of Rio Mills Road that extends north of this property to Earlysville Road. Provided an update on a recent meeting of the Agricultural and Forestal District Committee meeting where they discussed streamlining the Ag Forestal addition application process and the possibility of charging an application fee to recover some of the costs of the application process. Consensus of Board that the County Attorney and Planning work together to simplify the advertising requirements for the public hearings required for agricultural and forestal districts. Asked for the dates of the open houses scheduled for Places29. Ms. Catlin responded: Thursday, June 3, open house at Senior Center, from 5:00 p.m. – 6:30 p.m.; Monday, June 7, open house at Hollymead Fire Station from 4:30 p.m. – 6:30 p.m.; and Wednesday, June 9, open house at COB, from 4:00 p.m. – 5:30 p.m. <p><u>Ken Boyd:</u></p> <ul style="list-style-type: none"> Provided an update on the recent RWSA meeting. He mentioned a proposal put forward 	<p><u>Clerk:</u> Coordinate scheduling of meeting at appropriate time.</p> <p><u>County Attorney:</u> Draft resolution for Board's consideration.</p> <p><u>County Attorney/Planning:</u> Coordinate efforts for change in process.</p> <p><u>Clerk:</u> Coordinate scheduling of meeting.</p>

<p>from the consultants regarding the Ragged Mt. Dam. Expressed concern about continued delays and additional studies being requested. Consensus of Board to schedule meeting of four boards to discuss the Ragged Mt. Dam.</p> <p><u>Ann Mallek</u>:</p> <ul style="list-style-type: none"> • Mentioned an article in <u>The Daily Progress</u> regarding a bill in Congress that is challenging the ability of local wine producers to direct ship to customers worldwide. She will be providing Board members with additional information. She thinks this would be detrimental to rural businesses and asked Board members for their support in writing a letter to our Congressmen. 	
<p>6. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> • <u>Pam Evans</u>, a County resident, spoke about the need for streamlining the policy process, and the need for everyone in the community to work together on a fiscally conservative budget. • <u>Ed Lowry</u>, an attorney representing 16 County retirees, spoke regarding the County's reduction in these employees's Voluntary Early Retirement compensation based on an error in calculating the amount of the compensation. • <u>Jeff Werner</u>, of PEC, expressed concern with the Water Supply issue. He also provided Board members with a binder of the technical documents related to Places29. • <u>Neil Williamson</u>, of the Free Enterprise Forum, responded to comments made by Mr. Werner on Places29. He added that no modeling for the Bypass alternative has been done. 	
<p>7.2 Road Name Change of Woodpecker Way to Raven Stone Road.</p> <ul style="list-style-type: none"> • APPROVED changing the road name of Woodpecker Way to Raven Stone Road and AUTHORIZED staff to implement the change. 	<p><u>Tex Weaver/Andy Slack</u>: Proceed with approved changes.</p>
<p>7.3 FY 2010/11 Resolution of Appropriations.</p> <ul style="list-style-type: none"> • APPROVED the Annual Resolution of Appropriations for FY 10/11 that allocates a total of \$292,257,596 to various General Government and School Division operating, capital improvement, and debt service accounts for expenditure in FY 10/11. • APPROVED Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing. 	<p><u>Clerk</u>: Forward copy of signed resolutions to OMB, Finance and County Attorney's offices. (Attachments 1 and 2)</p>
<p>7.4 VDOT Revenue Sharing Program Application, FY 2010/11 Resolution.</p> <ul style="list-style-type: none"> • ADOPTED resolution to participate in VDOT's Revenue Sharing Program for FY10-11, which requests \$500,000 in State Revenue Sharing funds for the Crozet Streetscape Project. 	<p><u>Clerk</u>: Forward copy of resolution to Community Development and County Attorney's office. (Attachment 3)</p>
<p>7.5 Authorize County Executive to execute Interoperable Emergency Communications Planning Grant (IECPG) Resolution.</p>	<p><u>Clerk</u>: Forward signed resolution to Tom Hanson and copy County Attorney's office. (Attachment 4)</p>

<ul style="list-style-type: none">• AUTHORIZED County Executive to execute resolution.	
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7.6	Petty Cash Resolution to Amend Petty Cash Fund for the Sheriff's Office. <ul style="list-style-type: none"> • ADOPTED Resolution to reestablish current petty cash funds as well as amend petty cash fund for the Sheriff's Office 	<u>Clerk:</u> Forward copy of signed resolution to Finance and County Attorney's office. (Attachment 5)
7.7	Virginia Retirement System (VRS) Plan Changes - Authorize Pick-up of Employee's Contribution. <ul style="list-style-type: none"> • This item was moved to end of meeting for discussion. Board then DEFERRED to June 9th for a discussion in a joint meeting with the School Board. Requested Human Resources provide information on impact of County picking up the costs. 	<u>Clerk:</u> Schedule on June 9 th agenda. <u>Human Resources:</u> Provide additional information as requested.
8a.	Quarterly Update: Albemarle County Service Authority, Gary O'Connell. <ul style="list-style-type: none"> • RECEIVED. 	
8b.	Quarterly Update: Rivanna Water and Sewer Authority, Tom Frederick. <ul style="list-style-type: none"> • RECEIVED. 	
9.	Update from Chiefs, Chief Tim Cersley, ACFRAB. <ul style="list-style-type: none"> • MOVED to June 9th. 	<u>Clerk:</u> Reschedule on June 9 th agenda.
10.	Conservation Easement/ACE update, Ches Goodall. <ul style="list-style-type: none"> • RECEIVED. 	
11.	<u>Public Hearing: Downtown Crozet Streetscape Right-of-Way Dedications.</u> <ul style="list-style-type: none"> • APPROVED, by a vote of 6:0, the dedications to both Crozet Avenue and Main Street, and AUTHORIZED the County Executive to sign the plats and deed of dedication. 	<u>Jack Kelsey/Bill Letteri:</u> Proceed as approved. Provide Clerk with copy of signed documents. (Attachment 6)
12.	<u>Public Hearing: The Old Crozet School Arts Lease Agreement for Part of the Old Crozet Elementary School.</u> <ul style="list-style-type: none"> • APPROVED, by a vote of 6:0, the lease with the OCSA and AUTHORIZED the County Executive to sign the lease on behalf of the County. 	<u>George Shadman/Michael Freitas:</u> Proceed as approved. Provide Clerk with copy of signed documents. (Attachment 7)
13.	<u>Public Hearing: FY 2010 Budget Amendment.</u> <ul style="list-style-type: none"> • APPROVED, by a vote of 6:0, the FY 2010 Budget Amendment in the amount of \$4,108,006.51 and APPROVED Appropriations #2010081, #2010082, #2010083, #2010084, #2010085, #2010086, #2010087 and #2010088 to provide funds for various local government and school projects and programs. 	<u>Clerk:</u> Forward copy of signed appropriations to Finance, OMB and appropriate individuals.
14.	<u>Public Hearing: ZTA-2010-00001. Industrial Uses.</u> <ul style="list-style-type: none"> • ADOPTED ZTA-2010-00001, by a vote of 6:0, as proposed. 	<u>Clerk:</u> Forward copy of adopted ordinance to Community Development and County Attorney's office. (Attachment 8)
15.	Work Session: Development Review Process Improvements: Subdivisions and Site Plans. <ul style="list-style-type: none"> • RECEIVED. 	
16.	Closed Meeting. <ul style="list-style-type: none"> • At 12:45 p.m., the Board went into closed meeting pursuant to Section 2.2-3711(A) of the Code of Virginia, under Subsection (1) to 	

<p>consider appointments to boards, committees, and commissions; under Subsection (1) to conduct an administrative evaluation; under Subsection (1) to discuss the performance of a specific individual appointed by the Board; under Subsection (7) to consult with legal counsel and staff regarding probable litigation arising from a claim against the County related to retirement compensation; under Subsection (7) to discuss with legal counsel and staff regarding pending litigation arising from a donation by the County to the YMCA; and under Subsection (7) to consult with legal counsel and staff regarding specific matters requiring legal advice related to an interjurisdictional agreement.</p>	
<p>17. Certify Closed Meeting.</p> <ul style="list-style-type: none"> At 2:15 p.m., the Board reconvened into open meeting and certified the closed meeting. 	
<p>18. Boards and Commissions: Appointments.</p> <ul style="list-style-type: none"> APPOINTED Chad Zakiab to the Charlottesville Albemarle Convention and Visitors Bureau, with said term to expire June 30, 2012. APPOINTED Amy Skolnick, as the youth representative, to the Commission on Children and Families, with said term to expire June 30, 2011. APPOINTED Elizabeth Palmer, to replace Marvin Hilton, as the Samuel Miller District representative, on the Albemarle County Service Authority, with said term to expire on December 31, 2013. 	<p><u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.</p>
<p>NonAgenda. ADOPTED, by a vote of 6:0, Resolution to Disallow Claims for payment of VERIP Retirement Compensation that exceeds the amount authorized by the VERIP.</p>	<p><u>Clerk:</u> Notify Counsel for claimants and appropriate individuals, and copy County Attorney's office. (Attachment 9)</p>
<p>19. Work Session: Albemarle County Economic Development Action Plan.</p> <ul style="list-style-type: none"> DIRECTED Lee Catlin to revise the proposed Plan as discussed, forward revised document to Board members and post on web site. SCHEDULED two roundtable sessions: Wednesday, June 23rd, 5:00 p.m. – 6:30 p.m., and Thursday, July 1st, 1:00 p.m. – 2:30 p.m., both to be held in Room 241. SET public hearing for July 14th. 	<p><u>Clerk:</u> Advertise public hearing for July 14th.</p> <p><u>Lee Catlin:</u> Proceed as directed.</p>
<p>20. From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <ul style="list-style-type: none"> SCHEDULED a joint meeting with the School Board for June 9th, 4:00 p.m., to discuss the Virginia Retirement System (VRS) Plan Changes. ADOPTED, by a vote of 6:0, Resolution to set FY 2011 Compensation and Benefits for the County Executive. 	<p><u>Clerk:</u> Schedule meeting.</p> <p><u>Clerk:</u> Forward copy of resolution to Human Resources and County Attorney's office.</p>

21. Adjourn. <ul style="list-style-type: none">• At 5:29, the meeting was adjourned to June 9, 4:00 p.m., Room 241, for a joint meeting with the School Board.	
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- Attachment 1 – Annual Resolution of Appropriations
- Attachment 2 – Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing
- Attachment 3 – Resolution - VDOT's Revenue Sharing Program
- Attachment 4 – Resolution - Interoperable Emergency Communications Planning Grant (IECPG)
- Attachment 5 - Resolution - Petty Cash Fund
- Attachment 6 – Deed - Downtown Crozet Streetscape Right-of-Way Dedications
- Attachment 7 – The Old Crozet School Arts Lease Agreement
- Attachment 8 – Ordinance - ZTA-2010-00001. Industrial Uses
- Attachment 9 - Resolution to Disallow Claims for payment of VERIP Retirement Compensation

**ANNUAL RESOLUTION OF APPROPRIATIONS
OF THE COUNTY OF ALBEMARLE
FOR THE FISCAL YEAR ENDING JUNE 30, 2011**

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, 2011; 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 (Fund 1000)

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, 2011:

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

Refunds and Abatements	\$207,500
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Paragraph Two: GENERAL MANAGEMENT AND SUPPORT

Board of Supervisors	\$582,695
County Attorney	\$912,860
County Executive	\$1,073,789
Department of Finance	\$4,158,557
Department of Human Resources	\$673,346
Department of Information Technology	\$2,492,866
Voter Registration/ Elections	<u>\$462,346</u>
	\$10,356,459

Paragraph Three: JUDICIAL

Circuit Court	\$103,061
Clerk of the Circuit Court	\$708,680
Commonwealth's Attorney	\$911,601
General District Court	\$22,806
Juvenile Court	\$148,717
Magistrate	\$4,425
Sheriff's Office	<u>\$1,995,195</u>
	\$3,894,485

Paragraph Four: PUBLIC SAFETY

Albemarle County Fire/Rescue Department	\$6,678,976
Building Codes and Inspections	\$1,072,951
Community Attention Home	\$60,149
Department of Police	\$12,483,891
Emergency Communications Center	\$1,982,766
Fire Department Contract (City of Charlottesville)	\$764,647
Fire/Rescue Tax Credit	\$57,500
Forest Fire Extinguishment	\$23,786
Juvenile Detention Center	\$673,926
Offender Aid and Restoration (OAR)	\$155,382
Regional Jail Authority	\$3,154,209
SPCA Contract	\$379,100
Thomas Jefferson EMS Council	\$19,066
VJCCCA	\$52,231
Volunteer Fire Departments	\$1,251,343
Volunteer Rescue Squads	<u>\$418,183</u>
	\$29,228,106

Paragraph Five: GENERAL SERVICES / PUBLIC WORKS

Facilities Development Department	\$999,077
General Services	\$350,000
Rivanna Solid Waste Authority	<u>\$3,156,872</u>
	\$4,505,949

Paragraph Six: HUMAN SERVICES

AIDS Support Group	\$4,715
Arc of the Piedmont Infant Development Program	\$8,880
Boys and Girls Club	\$12,915
Bright Stars Transfer	\$727,746
BRMC - Latino Lay Health Promoter	\$5,173
Charlottesville Free Clinic	\$111,198
Children, Youth and Family Services (CYFS)	\$94,604
Commission on Children & Families (CCF)	\$85,117
Comprehensive Services Act Transfer	\$2,510,747
Computers4Kids	\$14,729
Department of Social Services	\$11,727,918
Health Department	\$551,444
JAUNT	\$866,902
Jefferson Area Board on Aging (JABA)	\$280,478
Jefferson Area CHIP	\$313,405
Legal Aid Justice Center	\$36,569
Madison House	\$10,266
Music Resource Center	\$5,702
Piedmont CASA	\$8,836
Piedmont Virginia Community College (PVCC)	\$22,301
Piedmont Workforce Network	\$13,805
Region Ten Community Services	\$569,531
Sexual Assault Resource Agency (SARA)	\$22,000
Shelter for Help in Emergency (SHE)	\$87,995
Tax Relief for Elderly/Disabled	\$1,000,000
United Way	<u>\$115,922</u>
	\$19,208,898

Paragraph Seven: PARKS, RECREATION AND CULTURE

African American Festival	\$2,700
Ash-Lawn Highland	\$9,148
Darden Towe Park Transfer	\$156,838
Department of Parks & Recreation	\$2,198,752
Jefferson-Madison Regional Library	\$3,173,138
Literacy Volunteers	\$25,037
Municipal Band	\$16,371
Piedmont Council of the Arts	\$11,585
Virginia Discovery Museum	\$11,030
Virginia Festival of the Book	\$10,764
Virginia Film Festival	\$14,742
Visitors Bureau	\$603,852
WHTJ Public Television	\$2,459
WVPT Public Television	<u>\$2,459</u>
	\$6,238,875

Paragraph Eight: COMMUNITY DEVELOPMENT

Albemarle Housing Improvement Program (AHIP)	\$395,512
Alliance for Community Choice in Transportation	\$6,175
Central Virginia Small Business Development Center	\$7,800
Charlottesville Transit Service	\$648,004
Department of Community Development	\$4,068,161
Housing Office	\$528,130
Monticello Area Community Action Agency (MACAA)	\$114,500
Piedmont Housing Alliance (PHA)	\$37,889

Planning District Commission (TJPDC)	\$108,292
Soil and Water Conservation	\$96,372
Stream Watch	\$10,275
VPI Extension Service	<u>\$201,290</u>
	\$6,222,400

Paragraph Nine: CAPITAL OUTLAYS

Transfer to General Government Capital Improvements Fund	\$259,148
Transfer to Schools Capital Improvements Fund	\$259,148
Transfer to Storm Water Fund	<u>\$261,250</u>
	\$779,546

Paragraph Ten: REVENUE SHARING AGREEMENT

Revenue Sharing Agreement	\$18,454,658
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Paragraph Eleven: OTHER USES OF FUNDS

Board Contingency Reserve	\$210,372
Revenue Shortfall Contingency	\$1,048,837
Salary Contingency - Reclassifications	\$25,000
VERIP Program	\$627,795
Transfer to General Government Debt Service	\$3,181,282
Transfer to School Division Debt Service	\$13,018,632
Transfer to School Fund - Recurring	<u>\$96,057,504</u>
	\$114,169,422

Total GENERAL FUND appropriations for the fiscal year ending June 30, 2011: \$213,266,298

To be provided as follows:

Revenue from Local Sources	\$183,458,594
Revenue from Local Sources - Transfers	\$2,692,166
Revenue from the Commonwealth	\$22,559,124
Revenue from the Federal Government	\$4,464,724
Revenue from Fund Balance	\$91,690

Total GENERAL FUND resources available for fiscal year ending June 30, 2011: \$213,266,298

SECTION II: REGULAR SCHOOL FUND (Fund 2000)

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, 2011:

Paragraph One: REGULAR SCHOOL FUND

Administration, Attendance & Health	\$6,372,846
Facilities Construction/ Modification	\$334,600
Facilities Operation/ Maintenance	\$14,474,585
Instruction	\$104,045,029
Pupil Transportation Services	\$8,523,823
Technology	\$2,522,187
Other Uses of Funds	\$6,590,563

Total REGULAR SCHOOL FUND appropriations for fiscal year ending June 30, 2011: \$142,863,633

To be provided as follows:

Revenue from Local Sources (General Fund Transfer)	\$96,057,504
Revenue from Other Local Sources	\$1,072,610
Revenue from School Fund Balance, Carry-Over, Transfers	\$2,200,000
Revenue from the Commonwealth	\$40,865,213
Revenue from the Federal Government	\$2,668,306

Total REGULAR SCHOOL FUND resources available for fiscal year ending June 30, 2011: \$142,863,633

SECTION III: 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, 2011:

Paragraph One: FOOD SERVICES (Fund 3000)

Maintenance/ Operation of School Cafeterias	\$4,971,314
Summer Feeding	<u>\$303,500</u>

Total FOOD SERVICES appropriations for fiscal year ending June 30, 2011: \$5,274,814

To be provided as follows:

Revenue from Local Sources	\$3,380,232
Revenue from the Commonwealth	\$74,500
Revenue from the Federal Government	<u>\$1,820,082</u>

Total FOOD SERVICES resources available for fiscal year ending June 30, 2011: \$5,274,814

Paragraph Two: PRE-SCHOOL SPECIAL EDUCATION FUND (Fund 3205)

Special Ed Pre-School Program	<u>\$67,416</u>
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Total PRE-SCHOOL SPECIAL EDUCATION FUND appropriations for fiscal year ending June 30, 2011: \$67,416

To be provided as follows:

Revenue from the Federal Government	<u>\$67,416</u>
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Total PRE-SCHOOL SPECIAL EDUCATION FUND resources available for fiscal year ending June 30, 2011: \$67,416

Paragraph Three: McINTIRE TRUST FUND (Fund 3501)

Payment to County Schools	<u>\$10,000</u>
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Total McINTIRE TRUST FUND appropriations for fiscal year ending June 30, 2011: \$10,000

To be provided as follows:

Revenue from Investments Per Trust	<u>\$10,000</u>
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Total McINTIRE TRUST FUND resources available for fiscal year ending June 30, 2011: \$10,000

Paragraph Four: PREP PROGRAM

C. B. I. P. Severe (Fund 3201)	\$1,006,038
E. D. Program (Fund 3202)	<u>\$788,172</u>

Total PREP PROGRAM appropriations for fiscal year ending June 30, 2011: \$1,794,210

To be provided as follows:

Revenue from Tuition and Fees	<u>\$1,794,210</u>
Total PREP PROGRAM resources available for fiscal year ending June 30, 2011:	\$1,794,210

Paragraph Five: FEDERAL PROGRAMS

Adult Education (Fund 3115)	\$126,500
Carl Perkins (Fund 3207)	\$150,000
Chapter I (Fund 3101)	\$1,789,581
Migrant Education (Fund 3103)	\$147,000
Title II (Fund 3203)	\$450,000
English Literacy/Civics (Fund 3221)	\$166,500
Economically Dislocated Workers (Fund 3116)	\$60,000
Title III (Fund 3215)	\$120,000
21st Century Grant (Fund 3219)	\$163,177
Technology Challenge Grant (Fund 3131)	\$15,777
Race to GED (Fund 3309)	\$30,000
Families in Crisis (Fund 3304)	\$70,000
Safe Schools (Fund 3316)	\$778,766
Healthy Students (3317)	\$704,360
ARRA (Fund 3162)	\$2,855,590
Total FEDERAL PROGRAMS appropriations for fiscal year ending June 30, 2011:	\$7,627,251

To be provided as follows:

Revenue from Local Sources	\$80,000
Revenue from Local Sources (Transfer from School Fund)	\$820,869
Revenue from the Federal Government	<u>\$6,726,382</u>
Total FEDERAL PROGRAMS resources available for fiscal year June 30, 2011:	\$7,627,251

Paragraph Six: COMMUNITY EDUCATION FUND (Fund 3300)

Community Education	<u>\$1,621,906</u>
Total COMMUNITY EDUCATION FUND appropriations for fiscal year ending June 30, 2011:	\$1,621,906

To be provided as follows:

Revenue from Local Sources (Tuition)	\$1,590,745
Revenue from Fund Balance (Fund 3300)	<u>\$31,161</u>
Total COMMUNITY EDUCATION FUND resources available for fiscal year ending June 30, 2011:	\$1,621,906

Paragraph Seven: SUMMER SCHOOL (Fund 3310)

Summer School	<u>\$460,561</u>
Total SUMMER SCHOOL appropriations for fiscal year ending June 30, 2011:	\$460,561

To be provided as follows:

Revenue from Local Sources (Transfer from School Fund)	\$149,621
Revenue from Local Sources (Tuition)	\$171,440
Miscellaneous Revenues	\$2,000
Revenue from the Commonwealth	<u>\$137,500</u>
Total SUMMER SCHOOL resources available for fiscal year ending June 30, 2011:	\$460,561

Paragraph Eight: SCHOOL BUS REPLACEMENT (Fund 3905)

School Bus Replacement	<u>\$1,510,000</u>
Total SCHOOL BUS REPLACEMENT appropriations for fiscal year ending June 30, 2011:	\$1,510,000
To be provided as follows:	
Revenue from Local Sources (Transfer from School Fund)	<u>\$1,510,000</u>
Total SCHOOL BUS REPLACEMENT resources available for fiscal year ending June 30, 2011:	\$1,510,000
Paragraph Nine: AIMR SUMMER RENTAL FUND (Fund 3145)	
AIMR Summer Rental	<u>\$446,010</u>
Total AIMR SUMMER RENTAL FUND appropriations for fiscal year ending June 30, 2011:	\$446,010
To be provided as follows:	
Revenue from Local Sources (rental)	<u>\$446,010</u>
Total AIMR SUMMER RENTAL FUND resources available for fiscal year ending June 30, 2011:	\$446,010
Paragraph Ten: INTERNAL SERVICE - VEHICLE MAINTENANCE FUND (Fund 3910)	
Vehicle Maintenance	799,536
Total INTERNAL SERVICE VEHICLE MAINTENANCE FUND appropriations for fiscal year ending June 30, 2011:	\$799,536
To be provided as follows:	
Revenue from Local Sources (Charges)	<u>\$799,536</u>
Total INTERNAL SERVICE VEHICLE MAINTENANCE FUND resources available for fiscal year ending June 30, 2011:	\$799,536
Paragraph Eleven: GENERAL ADULT EDUCATION FUND (Fund 3133)	
General Adult Education	<u>\$15,000</u>
Total GENERAL ADULT EDUCATION FUND appropriations for fiscal year ending June 30, 2011:	\$15,000
To be provided as follows:	
Revenue from Local Sources	<u>\$5,000</u>
Revenue from the Commonwealth	<u>\$10,000</u>
Total GENERAL ADULT EDUCATION FUND resources available for fiscal year ending June 30, 2011:	\$15,000
Paragraph Twelve: DRIVERS SAFETY FUND (Fund 3305)	
Drivers Safety Fund	<u>\$435,600</u>
Total DRIVERS SAFETY FUND appropriations for fiscal year ending June 30, 2011:	\$435,600

To be provided as follows:	
Revenue from Local Sources (Tuition)	\$375,100
Revenue from the Commonwealth	<u>\$60,500</u>
Total DRIVERS SAFETY FUND resources available for fiscal year ending June 30, 2011:	\$435,600
Paragraph Thirteen: OPEN DOORS FUND (Fund 3306)	
Open Doors Fund	<u>\$123,000</u>
Total OPEN DOORS FUND appropriations for fiscal year ending June 30, 2011:	\$123,000
To be provided as follows:	
Revenue from Local Sources (Tuition)	\$119,000
Revenue from Local Sources (Advertisements)	<u>\$4,000</u>
Total OPEN DOORS FUND resources available for fiscal year ending June 30, 2011:	\$123,000
Paragraph Fourteen: STATE PROGRAMS	
Special Education Jail Program (Fund 3212)	\$144,606
Algebra Readiness (Fund 3152)	\$28,104
Individualized Student Alternative Education (Fund 3142)	\$23,576
Teacher Mentor Program (Fund 3151)	<u>\$9,586</u>
Total STATE PROGRAMS appropriations for fiscal year ending June 30, 2011:	\$205,872
To be provided as follows:	
Revenue from the Commonwealth	<u>\$205,872</u>
Total STATE PROGRAMS resources available for fiscal year ending June 30, 2011:	\$205,872
Paragraph Fifteen: COMMUNITY CHARTER SCHOOL	
Community Charter School (Fund 3380)	<u>\$18,800</u>
Total COMMUNITY CHARTER SCHOOL appropriations for fiscal year ending June 30, 2011:	\$18,800
To be provided as follows:	
Revenue from Local Sources	\$18,800
Total COMMUNITY CHARTER SCHOOL resources available for fiscal year ending June 30, 2011:	\$18,800
Paragraph Sixteen: COMPUTER EQUIPMENT REPLACEMENT FUND (Fund 3907)	
Computer Equipment Replacement Fund	<u>\$2,000,000</u>
Total COMPUTER EQUIPMENT REPLACEMENT FUND appropriations for fiscal year ending June 30, 2011:	\$2,000,000
To be provided as follows:	
Revenue from Local Sources (Transfer from School Fund)	<u>\$2,000,000</u>
Total COMPUTER EQUIPMENT REPLACEMENT FUND resources available for fiscal year ending June 30, 2011:	\$2,000,000
Paragraph Seventeen KLUGE-CLUB YANCEY (Fund 3157)	

Kluge-Club Yancey	<u>\$20,000</u>
Total KLUGE-CLUB YANCEY appropriations for fiscal year ending June 30, 2011:	\$20,000
To be provided as follows:	
Revenue from Local Sources	<u>\$20,000</u>
Total KLUGE-CLUB YANCEY resources available for fiscal year ending June 30, 2011:	\$20,000
Paragraph Eighteen: FOUNDATION FOR EXCELLENCE (Fund 3502)	
Foundation for Excellence	<u>\$12,000</u>
Total FOUNDATION FOR EXCELLENCE appropriations for fiscal year ending	\$12,000
To be provided as follows:	
Revenue from Local Sources (Miscellaneous)	<u>\$12,000</u>
Total FOUNDATION FOR EXCELLENCE resources available for fiscal year ending June 30, 2011:	\$12,000
Paragraph Nineteen: Textbook Replacement Fund	
Textbook Replacement	<u>\$500,000</u>
Total TEXTBOOK REPLACEMENT FUND appropriations for fiscal year ending	
To be provided as follows:	
Revenue from Local Sources (Transfer)	<u>\$500,000</u>
Total TEXTBOOK REPLACEMENT FUND resources available for fiscal year ending June 30, 2011:	\$500,000
Paragraph Twenty: American History Grant	
American History	<u>\$104,000</u>
Total AMERICAN HISTORY GRANT appropriations for fiscal year ending	
To be provided as follows:	
Revenue from Local Sources	<u>\$104,000</u>
Total AMERICAN HISTORY GRANT resources available for fiscal year ending June 30, 2011:	\$104,000
GRAND TOTAL - OTHER SCHOOL FUNDS	\$23,045,976

SECTION IV: OTHER SPECIAL REVENUE FUNDS

Paragraph One: COMPREHENSIVE SERVICES ACT FUND (Fund 1551)	
Comprehensive Services Act Program Expenditures	<u>\$7,250,000</u>
Total COMPREHENSIVE SERVICES ACT appropriations for fiscal year ending June 30, 2011:	\$7,250,000

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$2,510,747
Revenue from Local Sources (Transfer from School Fund)	\$1,040,000
Revenue from the Commonwealth	\$3,458,840
Revenue from Fund Balance	<u>\$240,413</u>

Total COMPREHENSIVE SERVICES ACT resources available for fiscal year ending June 30, 2011: \$7,250,000

Paragraph Two: BRIGHT STARS 4 YEAR OLD PROGRAM FUND (Fund 1553)

Bright Stars Program	<u>\$1,094,577</u>
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Total BRIGHT STARS 4 YEAR OLD PROGRAM FUND appropriations for fiscal year ending June 30, 2011: \$1,094,577

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$727,746
Revenue from Local Sources (Transfer from School Fund)	\$95,535
Revenue from the Commonwealth	<u>\$271,296</u>

Total BRIGHT STARS 4 YEAR OLD PROGRAM FUND resources available for fiscal year ending June 30, 2011: \$1,094,577

Paragraph Three: TOWE MEMORIAL PARK FUND (Fund 4200)

Darden Towe Memorial Park	<u>\$245,574</u>
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Total TOWE MEMORIAL PARK FUND appropriations for fiscal year ending June 30, 2011: \$245,574

To be provided as follows:

Revenue from Local Sources (Transfer from the General Fund)	\$156,838
Revenue from Other Local Sources	<u>\$88,736</u>

Total TOWE MEMORIAL PARK FUND resources available for fiscal year ending June 30, 2011: \$245,574

Paragraph Four: MJ HEALTH GRANT (Fund 1563)

MJ Health Grant	<u>\$5,000</u>
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TOTAL MJ HEALTH GRANT appropriations for fiscal year ending June 30, 2011: \$5,000

To be provided as follows:

Revenue From Local Sources	<u>\$5,000</u>
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Total MJ HEALTH GRANT resources available for fiscal year ending June 30, 2011: \$5,000

Paragraph Five: COURTHOUSE MAINTENANCE FUND (Fund 9150)

Transfer to General Government Capital Improvements Fund	<u>\$40,409</u>
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TOTAL COURTHOUSE MAINTENANCE FUND appropriations for fiscal year ending June 30, 2011: \$40,409

To be provided as follows:

Revenue from Local Sources	<u>\$40,409</u>
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Total COURTHOUSE MAINTENANCE FUND resources available for fiscal year ending June 30, 2011:	\$40,409
 Paragraph Six: TOURISM FUND (Fund 1810)	
Tourism Enhancement (Transfer to General Fund)	\$1,248,750
Total TOURISM FUND appropriations for fiscal year ending June 30, 2011:	\$1,248,750
 To be provided as follows:	
Revenue from Local Sources	<u>\$1,248,750</u>
Total TOURISM FUND resources available for fiscal year ending June 30, 2011:	\$1,248,750
 Paragraph Seven: CRIMINAL JUSTICE PROGRAMS FUND (Fund 1520)	
Criminal Justice Grant Programs	<u>\$751,590</u>
Total CRIMINAL JUSTICE PROGRAMS FUND appropriations for fiscal year ending June 30, 2011:	\$751,590
 To be provided as follows:	
Revenue from Local Sources	\$35,000
Revenue from the Commonwealth (Grant)	<u>\$716,590</u>
Total CRIMINAL JUSTICE PROGRAMS FUND resources available for fiscal year ending June 30, 2011:	\$751,590
 Paragraph Eight: VICTIM-WITNESS GRANT FUND (Fund 1225)	
Victim-Witness Program	<u>\$110,656</u>
Total VICTIM-WITNESS GRANT FUND appropriations for fiscal year ending June 30, 2011:	\$110,656
 To be provided as follows:	
Revenue from Local Sources (Transfer from General Fund)	\$27,807
Revenue from the Commonwealth (Grant)	<u>\$82,849</u>
Total VICTIM-WITNESS GRANT FUND resources available for fiscal year ending June 30, 2011:	\$110,656
 Paragraph Nine: METRO PLANNING GRANT FUND (Fund 1208)	
Metropolitan Planning Organization Funding	<u>\$12,000</u>
Total METRO PLANNING GRANT FUND appropriations for fiscal year ending June 30, 2011:	\$12,000
 To be provided as follows:	
Revenue from the Federal Government (Grant)	\$9,600
Revenue from the Commonwealth (Grant)	\$1,200
Local Funds (Transfer from the General Fund)	<u>\$1,200</u>
Total METRO PLANNING GRANT FUND resources available for fiscal year ending June 30, 2011:	\$12,000

Paragraph Ten: HOUSING ASSISTANCE FUND (Fund 1227)

Family Self-Sufficiency Program (Transfer to General Fund)	\$308,780
Section 8 Housing Assistance Payments	<u>\$2,680,200</u>
Total HOUSING ASSISTANCE FUND appropriations for fiscal year ending June 30, 2011:	\$2,988,980

To be provided as follows:

Revenue from the Federal Government	<u>\$2,988,980</u>
Total HOUSING ASSISTANCE FUND resources available for fiscal year ending June 30, 2011:	\$2,988,980

Paragraph Eleven: VEHICLE REPLACEMENT FUND (Fund 9200)

Vehicle Replacement	<u>\$361,790</u>
Total VEHICLE REPLACEMENT FUND appropriations for fiscal year ending June 30, 2011:	\$361,790

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$359,440
Revenue from Other Local Sources	<u>\$2,350</u>
Total VEHICLE REPLACEMENT FUND resources available for fiscal year ending June 30, 2011:	\$361,790

GRAND TOTAL - SPECIAL REVENUE FUNDS **\$14,109,326**

SECTION V - GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND (Fund 9010)

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, 2011:

Paragraph One: COURTS

Court Square Maintenance/Replacement Projects	\$207,955
Old Jail Facility Maintenance	\$16,720
	<u>\$224,675</u>

Paragraph Two: PUBLIC SAFETY

ACRJ Security System	\$36,513
Police Mobile Data Computers	<u>\$329,175</u>
	<u>\$365,688</u>

Paragraph Three: PUBLIC WORKS

County Facilities - Maintenance/Replacement	\$914,375
Ivy Landfill Remediation	\$559,075
Keene Landfill Closure	\$52,250
Moores Creek Septage Receiving	\$178,695
Storage Facility Lease (Tr to General Fund)	<u>\$58,000</u>
	<u>\$1,762,395</u>

Paragraph Four: PARKS, RECREATION & CULTURE

Parks - Maintenance/Replacement	<u>\$407,550</u>
	<u>\$407,550</u>

Paragraph Five: LIBRARIES

City-Co Branch Library Maintenance/Replacement	\$64,268
	\$64,268
Paragraph Six: TECHNOLOGY AND GIS	
County Server/Infrastructure Upgrade	\$397,100
Paragraph Seven: ACQUISITION OF CONSERVATION EASEMENTS	
Acquisition of Conservation Easements (ACE) Program	\$365,750
Total GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2011:	\$3,587,426
To be provided as follows:	
Revenue from Local Sources (General Fund Transfer)	\$259,148
Other Local Sources (including Proffers)	\$252,593
Loan Proceeds	\$0
Use of Fund Balance	\$3,075,685
Total GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2011:	\$3,587,426

SECTION VI: SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND (Fund 9000)

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, 2011:

Paragraph One: EDUCATION (SCHOOL DIVISION)

Administrative Technology	\$182,875
Maintenance/Replacement	\$3,581,215
Storage Facility Lease	\$144,000
Technology Grant	\$785,840
Wide Area Network Upgrade	\$418,000
Total SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2011:	\$5,111,930
To be provided as follows:	
Revenue from Local Sources (General Fund Transfer)	\$259,148
Proffers	\$0
Interest Earned	\$20,000
State Technology Grant	\$752,000
VPSA Bonds	\$2,917,000
Fund Balance	\$1,163,782
Total SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2011:	\$5,111,930

SECTION VII: STORM WATER CAPITAL IMPROVEMENTS FUND (Fund 9100)

That the following sums of money be and the same hereby are appropriated from the STORM WATER CAPITAL IMPROVEMENTS FUND for the purposes herein specified to be apportioned as follows for the fiscal year ending June 30, 2011:

Paragraph One: STORM WATER PROJECTS

Storm Water Control Program	\$261,250
Total STORM WATER CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2011:	\$261,250

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$261,250
Total STORM WATER CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2011:	\$261,250

SECTION VIII: 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, 2011:

Paragraph One: SCHOOL DIVISION DEBT SERVICE FUND (Fund 9900)

Debt Service Payments - School Division	\$13,018,632
Debt Service Payments - PREP	<u>\$211,081</u>
Total SCHOOL DIVISION DEBT SERVICE appropriations for fiscal year ending June 30, 2011:	\$13,229,712

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$13,018,632
Revenue from Local Sources (PREP Fees)	<u>\$211,081</u>
Total SCHOOL DIVISION DEBT SERVICE resources available for fiscal year ending June 30, 2011:	\$13,229,712

Paragraph Two: GENERAL GOVERNMENT DEBT SERVICE FUND (Fund 9910)

Emergency Services Radio System Lease/Debt Service Payment	\$826,556
Debt Service Payments - General Government	\$2,624,514
Bond Issuance Cost	<u>\$13,390</u>
Total GENERAL GOVERNMENT DEBT SERVICE appropriations for fiscal year ending June 30, 2011:	\$3,464,460

To be provided as follows:

Revenue from Local Sources	\$283,178
Revenue from Local Sources (Transfer from General Fund)	<u>\$3,181,282</u>
Total GENERAL GOVERNMENT DEBT SERVICE resources available for fiscal year ending June 30, 2011:	\$3,464,460

GRAND TOTAL - DEBT SERVICE FUNDS **\$16,694,172**

**TOTAL APPROPRIATIONS MENTIONED IN
SECTIONS I - VIII OF THIS RESOLUTION
FOR THE FISCAL YEAR ENDING June 30, 2011**

RECAPITULATION:

Appropriations:

Section I	General Fund	\$213,266,298
Section II	School Fund	\$142,863,633
Section III	Other School Funds	\$23,045,976
Section IV	Other Special Revenue Funds	\$14,109,326
Section V	General Government Capital Improvements Fund	\$3,587,426
Section VI	School Division Capital Improvements Fund	\$5,111,930
Section VII	Storm Water Capital Improvements Fund	\$261,250
Section VIII	Debt Service	<u>\$16,694,172</u>

\$418,940,011

Less Inter-Fund Transfers

General Fund to School Fund	(\$96,490,634)
General Fund to Special Revenue Funds	(\$3,783,778)
General Fund to Capital Improvements Funds	(\$779,546)
General Fund to Debt Service Funds	(\$16,199,914)
Special Revenue Funds to General Fund	(\$1,557,530)
Special Revenue Funds to Capital Improvements Funds	(\$40,409)
School Fund to Self-Sustaining Funds	(\$4,980,490)
School Fund to Special Revenue Funds	(\$1,135,535)
School Fund to General Fund	(\$474,538)
Self-Sustaining Funds to School Fund	(\$400,000)
Capital Improvements Funds to General Fund/School Fund	(\$840,041)
	(\$126,682,415)

GRAND TOTAL - ALBEMARLE COUNTY APPROPRIATIONS \$292,257,596

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, 2011:

Paragraph One: EMERGENCY COMMUNICATIONS CENTER FUND

Emergency Communications Center \$5,022,847

Total EMERGENCY COMMUNICATIONS CENTER FUND appropriations for fiscal year ending June 30, 2011: \$5,022,847

To be provided as follows:

Albemarle County	\$1,982,766
City of Charlottesville	\$1,647,045
University of Virginia	\$553,503
Revenue from Other Local Sources	\$276,387
Revenue from the Commonwealth	\$550,000
Revenue from the Federal Government	<u>\$13,146</u>

Total EMERGENCY COMMUNICATIONS CENTER FUND resources available for fiscal year ending June 30, 2011: \$5,022,847

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

SECTION IX

All of the monies appropriated as shown by the contained items in Sections I through VIII 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 (Richard Wiggans) and Clerk to the Board of Supervisors (Ella W. Jordan) are hereby designated as authorized signatories for all bank accounts.

Paragraph One

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

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

Paragraph Two

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

Paragraph Three

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

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

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

Paragraph Four

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

Paragraph Five

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

Paragraph Six

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

Paragraph Seven

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

**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 \$19,324,839.

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.

Exhibit A

**CAPITAL IMPROVEMENT PROGRAM
BONDED PROJECTS
FY 2010/11**

Schools	Amount
1. School Maintenance Projects	\$2,917,000
Schools Subtotal	\$2,917,000

TOTAL DEBT ISSUE – FY 2010/11 PROJECTS **\$2,917,000**

PREVIOUSLY APPROPRIATED PROJECTS TO BE BONDED

Schools	Amount
1. School Maintenance Projects	\$3,269,000
2. Gymnasium HVAC & Lighting Replacement	\$1,794,000
4. Greer Elementary School Addition/Renovations	\$80,000
5. Crozet Elementary School Improvements	\$395,000
6. Henley Auxiliary PE/Meeting Space	\$200,000
Schools Subtotal	\$5,738,000

General Fund	Amount
1. Juvenile & Domestic Relations Court Renovations	\$3,650,000
2. Pantops Fire Station	\$250,000
3. Ivy Fire Station	\$250,000
4. Fire Rescue Apparatus	\$1,016,000
5. Crozet Ladder Truck	\$1,138,000
6. Hollymead Fire Apparatus	\$415,000
7. Crozet Streetscapes Phase II*	\$1,890,839
8. Crozet Library*	\$1,800,000
9. County IT Infrastructure/Server Upgrade	\$260,000
General Fund Subtotal	\$10,669,839

TOTAL DEBT ISSUE – ALL PROJECTS **\$19,324,839**

*Project previously anticipated to be funded or partially funded with cash.

**RESOLUTION TO PARTICIPATE IN
VIRGINIA DEPARTMENT OF TRANSPORTATION
REVENUE SHARING PROGRAM FOR FISCAL YEAR 2011**

WHEREAS, the County of Albemarle desires to submit an application for up to \$500,000 of revenue sharing funds through the Virginia Department of Transportation Fiscal Year 2010/11 Revenue Sharing Program; and

WHEREAS, the County is willing to commit a \$500,000 match in order to compete for Tier Two funding; and

WHEREAS, these funds are requested to fund the Crozet Avenue (Route 240) streetscape and road improvements project between Tabor Street and Three Notched Road, which will provide new and upgraded sidewalks, travelway, and turn lane improvements along Crozet Avenue, as well as drainage and stormwater detention improvements that serve both the Crozet Streetscape Project and the Jarmans Gap Road Project.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby commits to provide \$500,000 of matching funds in its application for up to \$500,000 of revenue sharing funds from the Virginia Department of Transportation Revenue Sharing Program and requests that the Virginia Department of Transportation approve the County's application.

Governing Body Resolution

BE IT RESOLVED BY THE _____ Board of Supervisors
(Governing Body)

OF THE _____ County of Albemarle, Virginia
(Name of Applicant)

_____ ECC Executive Director, OR
(Name or Title of Authorized Agent)

_____ County Executive, OR
(Name or Title of Authorized Agent)

_____,
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of Virginia, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of Virginia.

RESOLUTION

WHEREAS, Virginia Code §15.2-1229, provides that the governing body of any county may establish by resolution one or more petty cash funds not exceeding \$5,000 each for the payment of claims arising from commitments made pursuant to law; and

WHEREAS, the Board of Supervisors adopted a Resolution on November 5, 2008 establishing petty cash funds; and

WHEREAS, the Board of Supervisors now desires to amend certain petty cash funds for the above stated purpose.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Albemarle County, Virginia establishes the following petty cash funds:

Finance Department	\$ 4,350.00
Social Services	200.00
Community Development	100.00
Police Department	1,800.00
Fire and Rescue	150.00
Fire and Rescue - Monticello Fire Station	200.00
Fire and Rescue – Hollymead Fire Station	500.00
Commonwealth’s Attorney	300.00
Parks & Recreation	<u>100.00</u>
Total	<u>\$ 7,700.00</u>

TAX MAP # 56A2-1-18 and 56A2-1-19

RW-_____
Revised _____

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes and fees under Sections 58.1-811(A)(3), 58.1-811(C)(5), 58.1-3315, 25.1-418, 42.1-70, 17.1-266, and 17.1-279(E)

This Deed, made this 10th day of June 2010, by and between the COUNTY OF ALBEMARLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, hereinafter designated as Grantor, and the COMMONWEALTH OF VIRGINIA, Grantee,

WITNESSETH: In consideration of the sum of \$1.00 paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, the Grantor hereby grants and conveys unto the Grantee in fee simple, with Special Warranty Title, the land located in White Hall Magisterial District, in the County of Albemarle, and described as follows:

Parcel "T"

All that certain lot, piece or parcel of land shown and designated as PARCEL "T" on that certain "SUBDIVISION PLAT SHOWING PARCEL 'T' BEING A PORTION OF TAX MAP 56A2 PARCEL 1-19, HEREBY DEDICATED TO COMMONWEALTH OF VIRGINIA, VIRGINIA DEPARTMENT OF TRANSPORTATION ALSO SHOWING PARCEL "T-1" BEING A PORTION OF TAX MAP 56A2 PARCEL 1-19 HEREBY DEDICATED TO PUBLIC USE, LOCATED ON CROZET AVENUE, WHITE HALL DISTRICT ALBEMARLE COUNTY VIRGINIA" dated October 24, 2008, and last revised April 22, 2010, prepared by Thomas B. Lincoln Land Surveyor, Inc., said plat being attached hereto and recorded herewith.

AND BEING a portion of the property acquired by the Grantor herein by Deed from Edwina Crawford Harris, dated June 12, 2006 and recorded June 28, 2006 in Deed Book 3239 at page 326 among the land records maintained by the Clerk of the Circuit Court of Albemarle County, Virginia.

Parcel "U"

All that certain lot, piece or parcel of land shown and designated as PARCEL "U" on that certain " SUBDIVISION PLAT SHOWING PARCEL 'U' BEING A PORTION OF TAX MAP 56A2 PARCEL 1-18, HEREBY DEDICATED TO COMMONWEALTH OF VIRGINIA, VIRGINIA DEPARTMENT OF TRANSPORTATION, LOCATED ON CROZET AVENUE, WHITE HALL DISTRICT ALBEMARLE COUNTY VIRGINIA " dated October 24, 2008, and last revised April 22, 2010, prepared by Thomas B. Lincoln Land Surveyor, Inc., said plat being attached hereto and recorded herewith.

AND BEING a portion of the property acquired by the Grantor herein by Deed from Thomas Amato and Martha B. Amato, husband and wife, dated November 16, 2006 and recorded December 1, 2006 in Deed Book 3329 at page 737 among the land records maintained by the Clerk of the Circuit Court of Albemarle County, Virginia.

The Grantor by execution of this instrument acknowledges that the plans for the aforesaid project as they affect its property have been fully explained to its authorized representative.

The Grantor covenants and agrees for itself, its successors and assigns, that the consideration hereinabove mentioned and paid to it shall be in lieu of any and all claims to compensation for land, and for

damages, if any, to the remaining lands of the Grantor which may result by reason of the use to which the Grantee will put the land to be conveyed, including such drainage facilities as may be necessary.

WITNESS the following signatures and seals:

AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made as of April 8, 2010, by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the OLD CROZET SCHOOL ARTS, a Virginia non-stock corporation, Tenant.

ARTICLE I. PREMISES AND IMPROVEMENTS

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

ARTICLE II. TITLE: QUIET ENJOYMENT

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

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease shall commence on 1 August 2010 (the "Date of Commencement") and shall expire 31 July 2011. All references to the "term" of this Lease shall, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

Section 3.2. Renewal. This Lease shall automatically renew for up to four additional 12-month terms unless notice is given by either Landlord or Tenant no later than 60 days prior to the expiration of any term.

ARTICLE IV. RENT

Section 4.1. Annual Rent. Commencing upon the Date of Commencement, during the first year of this Lease, Tenant agrees to pay to Landlord annual rent of \$18,387.06, payable in equal monthly installments, in advance, on the first day of each month during the term hereof. Gross square feet shall be calculated within the perimeter of the area to be used solely by the Old Crozet School Arts as shown in Exhibit A.

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

Section 4.2. Address for Rent Payment. All payments of rent due Landlord pursuant to Section 4.1 shall be made to Landlord at the address specified in Section 18.3, or to such other party or at such other address as hereinafter may be designated by Landlord by written notice delivered to Tenant at least ten (10) days prior to the next ensuing monthly rental payment date.

ARTICLE V. UTILITIES AND SERVICES

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

ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. Tenant shall have use of the Leased Premises as a private school. No other use of the Leased Premises is permitted without the prior consent of the Landlord.

Section 6.2. Parking. Tenant shall be entitled to the use of parking spaces in the parking lot and an access easement to the Leased Premises. Landlord reserves the nonexclusive right to use the parking lot after 5 p.m. in conjunction with the community use of the Upper Athletic Field.

ARTICLE VII. ALTERATIONS, IMPROVEMENTS, FIXTURES AND SIGNS

Section 7.1. Installation by Tenant.

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

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

Section 7.2. Signs. Tenant shall have the right to place signs on the interior or exterior of the Leased Premises with the prior written approval of Landlord.

ARTICLE VIII MAINTENANCE OF LEASED PREMISES

Section 8.1. Maintenance. Tenant shall keep the Property clean, neat, orderly, presentable and in good repair at all times. Landlord shall deliver the Property to Tenant at the beginning of the term in its present condition. Landlord shall be responsible for all repairs and maintenance for the Leased Premises, except as provided below, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, including, but not limited to, plumbing, heating, electrical, plate glass and windows. Tenant shall be responsible for routine repairs and maintenance (excluding repairs and maintenance of the building and structural components identified above), except that the Tenant's obligation for such routine repairs and maintenance shall not exceed \$2,500.00 in any one year of the initial or subsequent term(s). Notwithstanding the foregoing, Tenant shall be responsible for all maintenance and repairs necessitated by the negligence of Tenant, its employees and invitees.

Section 8.2. Right of Entry. Landlord reserves the right for itself, its agents and employees to enter upon the Leased premises at any reasonable time to make repairs, alterations or improvements; provided, however, that such repairs, alterations, or improvements shall not unreasonably interfere with

Tenant's operations. Such right to enter shall also include the right to enter upon the leased premises for the purposes of inspection.

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

ARTICLE IX. INSURANCE

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

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

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

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

ARTICLE X. WASTE, NUISANCE, COMPLIANCE WITH GOVERNMENTAL REGULATIONS

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

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

ARTICLE XI. FIRE OR OTHER CASUALTY

If the Leased Premises shall be damaged so as to render two-thirds (2/3) or more of the Leased Premises untenantable by fire or other casualty insured against under the insurance required to be carried

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

ARTICLE XII CONDEMNATION

If the whole or any part of the Leased Premises shall be taken under the power of eminent domain, then this Lease shall terminate as to the part so taken on the day when Tenant is required to yield possession thereof, the Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition; and the rent payable under Article IV shall be reduced proportionately as to the portion of the Leased Premises so taken. If the amount of the Leased Premises so taken is such as to impair substantially the usefulness of the Leased Premises for the purposes for which the same are hereby leased, then either party shall have the option to terminate this Lease as of the date when Tenant is required to yield possession.

ARTICLE XIII DEFAULT OF TENANT

Section 13.1. Default. The occurrence of any of the following shall be deemed a "default" under this Lease:

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

Section 13.2. Remedies. In the event of any default or breach hereof by Tenant, Landlord shall have the right (in addition to all other rights and remedies provided by law) to terminate this Lease or to re-enter and take possession of the Leased Premises, peaceably or by force, and to remove any property therein without liability for damage to and without obligation to store such property, but may store the same at Tenant's expense, and to collect from Tenant all rent then due and which would accrue for the unexpired portion of the term hereof, together with reasonable attorney's fees. In addition, in the event of a failure to pay rent, additional rent or other money within five (5) days of its due date, Tenant shall pay to Landlord the greater of Twenty-Five and no/100 Dollars (\$25.00) or one half (1/2) of one percent (1%) of such sum for each day after the fifth day such rent or other money is late.

ARTICLE XIV HOLDING OVER, ASSIGNS, SUCCESSORS

Section 14.1. Holding Over. Any holding over after the expiration of the term hereof, with the consent of Landlord, shall be construed to be a tenancy from month-to-month at the same rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified as far as applicable.

Section 14.2. Showing the Leased Premises. During the last ninety (90) days of the term hereof, Tenant shall allow Landlord, or its agents, to show the Leased Premises to prospective tenants or purchasers at such times as Landlord may reasonably desire.

Section 14.3. Successors. All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the heirs, executors, administrators, successors and permitted assigns of the parties. All covenants, representations and agreements of Landlord shall be deemed the covenants, representations and agreements of the fee owner from time to time of the Leased Premises and Landlord shall be automatically released of all liability under this Lease from and after the date of any sale

by Landlord of the Leased Premises. All covenants, representations and agreements of Tenant shall be deemed the covenants, representations, and agreements of the occupant or occupants of the Leased Premises.

ARTICLE XV. BROKER'S FEES

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

ARTICLE XVI. NO ASSIGNMENT

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

ARTICLE XVII. SUBORDINATION OF LEASE

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

ARTICLE XVIII. MISCELLANEOUS

Section 18.1. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance or payment of rent hereunder by Landlord or Tenant, respectively, shall not be deemed to be a waiver of any breach by Tenant or Landlord, respectively, of any term, covenant or condition of this Lease regardless of knowledge of such breach at the time of acceptance or payment of such rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by Tenant or Landlord unless the waiver be in writing signed by the party to be charged thereby.

Section 18.2. Entire Agreement. This Lease, and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises; and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced in writing and signed by them.

Section 18.3. Notices. Any notice, demand, request or other instrument which may be, or is required to be given under this Lease, shall be in writing and delivered in person or by United States certified mail, postage prepaid, and shall be addressed:

- (a) if to Landlord, at
County of Albemarle
County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902

or at such other address as Landlord may designate by written notice;

(b) if to Tenant, at
Old Crozet School Arts
260 Deer Crest Heights
Charlottesville, VA 22903

or at such other address as Tenant shall designate by written notice.

Section 18.4. Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way do they affect this Lease.

Section 18.5. Partial Invalidity. If any term, covenant or condition of this Lease, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 18.6. Recording. Upon request of either party, a memorandum of lease will be executed and recorded. Such memorandum shall contain any provisions of this Lease which either party requests except for the provisions of Article IV, which shall not be included. The cost of recording such memorandum of lease or a short form hereof shall be borne by the party requesting such recordation.

Section 18.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 18.8. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

TENANT

OLD CROZET SCHOOL ARTS, a Virginia non-stock corporation
By: _____
Print Name: _____
Title: _____

LANDLORD

This Lease is executed on behalf of the County of Albemarle by Robert W. Tucker, Jr., County Executive, following a duly-held public hearing, and pursuant to a Resolution of the Albemarle County Board of Supervisors.

COUNTY OF ALBEMARLE, VIRGINIA
By: _____
Print Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

[Insert Description of Leased Premises, including location and square footage.]

ORDINANCE NO. 10-18(6)

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. 27.2.2 By special use permit

Chapter 18. Zoning

Article III. District Regulations

Sec. 27.2.2 By special use permit

The following uses shall be permitted by special use permit in the LI district:

...

19. Uses permitted by right in the Heavy Industry (HI) zoning district that are not otherwise permitted by right under section 27.2.1.

RESOLUTION TO DISALLOW CLAIMS

WHEREAS, Teresa Agee, Cindy Camirand, Gordon Carter, Deborah Chambers, Larry Claytor, Roger Craig, Glenn D. Fink, Dennis Harvey, Juanita Irvine, Ron Kesner, George Noteman, Janet Pandy, Michael David Schnur, Patty Jo Scites, John Shepherd, James Shifflett, Mary Timberlake and Bruce Woodzell, by counsel, have asserted claims against the County of Albemarle as set forth in the letter dated April 6, 2010 from Edward B. Lowry to the Albemarle County Board of Supervisors for the payment of retirement compensation which exceeds the amount authorized under the Voluntary Early Retirement Incentive Program ("VERIP"); and

WHEREAS, the Board of Supervisors finds that the claims are not supported by the facts or by law.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia disallows the claims of Teresa Agee, Cindy Camirand, Gordon Carter, Deborah Chambers, Larry Claytor, Roger Craig, Glenn D. Fink, Dennis Harvey, Juanita Irvine, Ron Kesner, George Noteman, Janet Pandy, Michael David Schnur, Patty Jo Scites, John Shepherd, James Shifflett, Mary Timberlake and Bruce Woodzell for the payment of VERIP retirement compensation that exceeds the amount authorized by the VERIP.