

ACTIONS
Board of Supervisors Meeting of May 11, 2011

May 13, 2011

<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 6:00 p.m., by the Chair, Ms. Mallek. All BOS members, except Mr. Thomas, were present. Also present were Tom Foley, Larry Davis and Ella Jordan. 	
<p>3a. Proclamation recognizing May 16-May 22, 2011 as National Bicycle Week.</p> <ul style="list-style-type: none"> • Chair read Proclamation. 	<p><u>Clerk:</u> Forward Proclamation to Russell Lafferty. (Attachment 1)</p>
<p>4. From the Board: Matters not listed on the Agenda.</p> <p><u>Dennis Rooker:</u></p> <ul style="list-style-type: none"> • Commented that in the State's Six Year Road Plan, the regional MPO is proposed to receive only \$41.00 per capita proposed; the average of all MPOs is \$548.00 per capita. Mr. Snow stated that the MPO is drafting a letter to go to the State on this issue. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> • The north-east regional train that begins in Lynchburg and travels to Washington and Boston, increased ridership in April 2011, over April 2010, by 17,000 people. • Expressed concerns about urban automobiles carrying farm use plates. Official farm use plates are only issued by DMV. 	
<p>5. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> • <u>The following individuals expressed opposition to the County's membership in ICLE and Cool Counties:</u> <ul style="list-style-type: none"> • Steven Peter • Audrey Welborn • Carole Thorpe (also expressed concerns about the 1998 Sustainability Accords) • Betty Sevachko • Charles Battig • Charles Winkler • Linda McRaven • Pat Napoleon (also expressed concerns about taking away personal property rights) • John Chavan • Greg Quinn • Clara Belle Wheeler • Mary Robinson • Helen Swift Dovel • Michael Johnson • <u>Amy Skolnick</u>, a student at Monticello High School, spoke about the red light cameras. • <u>Ray Caddell</u>, a resident of Carrsbrook Subdivision, spoke about the use of biosolids 	

on property in the County.

- Kirk Bowers, a County resident and Co-Chair of the Conservation Committee of the Piedmont Chapter of the Sierra Club, spoke in support of the County's membership in ICLE.
- Terry Newell, a resident of Earlysville, asked the Board to take a look at the use of biosolids in the County by adopting a resolution to the State opposing the application of this material until it can be proven safe; by implementing a testing program that measures the contaminant content in biosolids applied to the land to provide an independent measure; and by implementing a groundwater and reservoir testing program to establish baseline levels for regulated contaminants and ongoing assessments to determine if these levels are exceeded.
- Edward Brooks, a resident of the Porters Precinct, expressed concerns about the Board's action on May 4th to move the Porters Precinct from the Scottsville District to the Samuel Miller District. Stated that he has sent a letter to the Justice Department asking them to deny the Redistricting Plan under the Voting Rights Act of 1965.
- Sherry Wheeler and Kristen Dexter, residents of Briarwood Subdivision, stated that their properties are connected by sewers and share one lateral. Stated that there are two breaks in the sewage line connection to the main sewer line. They want to know who is responsible for fixing this problem.
- James Byrom spoke about the building code violations on property adjacent to his property in the County that he mentioned to the Board previously. He reiterated that he does not feel that the County is effectively enforcing building permits and licensures against unlicensed contractors.
- Mr. Boyd asked for an update from staff on the Briarwood issue. Mr. Davis said Mr. Graham has looked into the situation and can provide additional information.
- Mr. Rooker asked if the County can do anything with regard to biosolids. Mr. Davis commented that the County does not have the authority to impose any greater standards than those required by the State. The only authority the County has is to implement a local inspection program. **CONSENSUS** that the Board review this issue further and consider adoption of a resolution to forward to the State. Mr. Rooker said he would like to emphasize issues involving spreading biosolids along rivers and asked that someone from DEQ make a presentation on this program to the Board.

Clerk: Schedule on agenda.

	<ul style="list-style-type: none"> • CONSENSUS to reschedule the Board's discussion on ICLE, and related issues to the June 8th night meeting and rearrange current public hearing items scheduled for that meeting to June 1st. 	<u>Clerk:</u> Schedule as directed.
6.1	FY 11/12 Resolution of Appropriations. <ul style="list-style-type: none"> • ADOPTED the Annual Resolution of Appropriations for FY 11/12 that allocates a total of \$304,394,001 to various General Government and School Division operating, capital improvement, and debt service accounts for expenditure in FY 11/12. • ADOPTED Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing. 	<u>Clerk:</u> Forward copy of Resolutions to OMB, Finance, County Attorney's office and School Finance office. (Attachments 2 and 3)
6.2	Approval of Economic Opportunity Fund (EOF) Grant Award and Authorization for County Executive to Request Release of the Governor's Opportunity Fund (GOF) Grant Award and Execute Performance Agreements for MicroAire Expansion Project. <ul style="list-style-type: none"> • APPROVED the \$150,000 EOF grant award and AUTHORIZED the County Executive to request release of the \$100,000 Governor's Opportunity Fund grant for MicroAire from the Virginia Economic Development Partnership and to sign the required performance agreements on behalf of Albemarle County. 	<u>County Executive:</u> Proceed as approved. Provide Clerk will fully executed copy of agreement. (Attachment 4 and 5)
6.3	Resolution to authorize the County Executive to sign an amended Appendix A to the VDOT Project Administration Agreement and an amended Pass-Through Agreement with the Lewis and Clark Exploratory Center. <ul style="list-style-type: none"> • ADOPTED Resolution to authorize the County Executive to sign both the amended Appendix A and the amended Pass-Through Agreement in furtherance of the County's support for the Project and the VDOT Enhancement Program upon approval by the County Attorney as to content and form with any necessary amendments, including the extended Project completion date in Appendix A and the Project oversight reimbursement provision in the Pass-Through Agreement. 	<u>County Attorney's Office:</u> Coordinate signatures and provide Clerk with copy of fully executed agreement. <u>Clerk:</u> Forward copy of resolution to County Attorney's office. (Attachments 6 and 7)
6.4	Resolution accepting Thurman offer to sell conservation easement. <ul style="list-style-type: none"> • ADOPTED Resolution accepting Mrs. Thurman's offer to sell conservation easement to the County for the price specified subject to the terms and conditions contained in the proposed deed of easement and AUTHORIZED County Executive to sign the final deed of easement for property. 	<u>Clerk:</u> Forward copy of adopted resolution to Community Development and County Attorney's office. (Attachment 8) <u>Ches Goodall/David Benish:</u> Proceed as approved.
6.5	Resolution to accept road(s) in Hollymead Towncenter Subdivision into the State Secondary System of Highways. <ul style="list-style-type: none"> • ADOPTED Resolution. 	<u>Clerk:</u> Forward adopted resolution and signed AM-4.3 form to Glenn Brooks. (Attachment 9)
6.6	Resolution of Support Opposing Increases in Truck	<u>Clerk:</u> Forward adopted resolution to

<p>Weights and Lengths.</p> <ul style="list-style-type: none"> • ADOPTED Resolution. 	<p>Congressman Hurt and Brad Roseberry (Attachment 10)</p>
<p>7. <u>Public Hearing: Amendment to the Field School of Charlottesville's Lease for part of the Old Crozet School.</u></p> <ul style="list-style-type: none"> • By a vote of 5:0, APPROVED the proposed lease amendment effective July 1, 2011 and AUTHORIZED the County Executive to sign the lease amendment. 	<p>County Attorney's Office: Coordinate signatures and provide Clerk with copy of fully executed lease. (Attachment 11)</p>
<p>8. <u>Public Hearing: Grant sewer easement to the Albemarle County Service Authority (ACSA).</u></p> <ul style="list-style-type: none"> • By a vote of 5:0, APPROVED the proposed easement and AUTHORIZED the County Executive to sign the Deed of Easement on behalf of the County, after the Deed has been approved by the County Attorney with any necessary changes. 	<p>County Attorney's Office: Coordinate signatures and provide Clerk with copy of fully executed documents. (Attachment 12)</p>
<p>9. <u>Public Hearing: Grant gas line easement to City of Charlottesville.</u></p> <ul style="list-style-type: none"> • By a vote of 5:0, APPROVED the proposed gas line easement and AUTHORIZED the County Executive to sign a deed of easement on behalf of the County once the deed has been approved for content and form by the County Attorney. 	<p>County Attorney's Office: Coordinate signatures and provide Clerk with copy of fully executed documents. (Attachment 13)</p>
<p>10. <u>Public Hearing: Lease of Jessup House property to Silvercrest Asset Management Group, LLC.</u></p> <ul style="list-style-type: none"> • By a vote of 5:0, APPROVED the Lease and AUTHORIZED the County Executive to sign the Lease. 	<p>County Attorney's Office: Coordinate signatures and provide Clerk with copy of fully executed documents. (Attachment 14)</p>
<p>11. <u>Public Hearing: Real Estate Tax Exemption For Certain Elderly and Disabled Persons.</u></p> <ul style="list-style-type: none"> • By a vote of 5:0, ADOPTED the proposed ordinance. 	<p>Clerk: Forward copy of adopted ordinance to County Attorney's office and Finance. (Attachment 15)</p>
<p>12. <u>Public Hearing: Real Estate Tax Exemption For Disabled Veterans.</u></p> <ul style="list-style-type: none"> • By a vote of 5:0, ADOPTED the proposed ordinance. • CONSENSUS of Board to get additional clarification on the use of the language "determined" vs. "rated". 	<p>Clerk: Forward copy of adopted ordinance to County Attorney's office and Finance. (Attachment 16)</p>
<p>13. <u>Public Hearing: Review of Road Improvement Priorities for Secondary Roads and VDOT Six Year Secondary Construction Program.</u></p> <ul style="list-style-type: none"> • By a vote of 5:0, APPROVED the County's Priority List of Secondary Road Improvements, as set out in Attachment A to the staff report, with the deletion of Project #20, Eastern Connector. • By a vote of 5:0, AUTHORIZED the County Executive to sign the VDOT Secondary System Construction Program Budget for Albemarle County consistent with the County's Priority List, as set out in Attachment B to the staff report, with the deletion of Bleak House Road and the additions of Bear Creek Road and Pocket Lane for paving. 	<p><u>David Benish</u>: Coordinate with VDOT and proceed as approved. Clerk: Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 17)</p>

	<ul style="list-style-type: none"> • By a vote of 5:0, ADOPTED Revenue Sharing Program Resolution. 	
14.	<p><u>Public Hearing: PROJECT: ZMA-2010-00016. Woolen Mills (Sign #90).</u></p> <ul style="list-style-type: none"> • By a vote of 5:0, APPROVED ZMA-2010-00016 as recommended by staff. 	
15.	<p><u>Public Hearing: PROJECT: SP-2010-00010. Ivy Creek United Methodist Church (Sign# 23).</u></p> <ul style="list-style-type: none"> • By a vote of 5:0, APPROVED SP-2010-00010 subject to eight conditions as recommended by staff. 	Clerk: Set out conditions of approval. (Attachment 18)
16.	<p><u>PROJECT: SP-2011-00006. Elks Farmers Market (Sign #103).</u></p> <ul style="list-style-type: none"> • By a vote of 5:0, APPROVED SP-2011-00006 subject to three conditions. 	Clerk: Set out conditions of approval. (Attachment 18)
	NonAgenda. The Board recessed at 8:42 p.m. and reconvened at 8:51 p.m.	
17.	<p><u>PROJECT: ZMA-2010-00003. Morey Creek Professional Center (Concurrent with SP 2010-00009 for a parking structure) and PROJECT: SP-2010-00009 Morey Creek Professional Center-Parking Structure (concurrent with ZMA 2010-00003).</u></p> <ul style="list-style-type: none"> • By a vote of 5:0, DEFERRED ZMA-2010-00003, SP-2010-00009 and critical waivers request, to the earliest possible date, to allow applicant to amend application plan that no longer shows daycare facility and amend proffer to address architectural features of the building. 	Clerk: Schedule on agenda when ready to come forward.
18.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <ul style="list-style-type: none"> • At 10:49 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia under Subsection (1) to consider an administrative appointment. • At 10:57 p.m., the Board reconvened into open meeting and Certified the Closed Meeting. • By a vote of 5:0, ADOPTED Resolution appointing Betty J. Burrell as the Director of Finance of Albemarle County effective June 13, 2011. 	Clerk: Forward copy of resolution to County Attorney's office, Finance, Human Resources and Payroll. (Attachment 19)
19.	<p>Adjourn.</p> <ul style="list-style-type: none"> • The meeting was adjourned at 10:58 p.m. 	

ewj/mrh

- Attachment 1 - Proclamation recognizing May 16-May 22, 2011 as National Bicycle Week
- Attachment 2 – FY 11/12 Annual Resolution of Appropriations
- Attachment 3 – Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing
- Attachment 4 – Governor's Development Opportunity Fund Performance Agreement
- Attachment 5 – Economic Development Fund Performance Agreement
- Attachment 6 – Resolution – Lewis and Clark
- Attachment 7 – Agreement for Development and Administration of Lewis and Clark Exploratory Center
- Attachment 8 – Resolution accepting Thurman offer to sell conservation easement
- Attachment 9 – Resolution to accept road(s) in Hollymead Towncenter Subdivision into the State Secondary System of Highways
- Attachment 10 – Resolution of Support Opposing Increases in Truck Weights and Lengths

- Attachment 11 – Lease Amendment – Old Crozet School
- Attachment 12 – Deed of Easement to the Albemarle County Service Authority (ACSA).
- Attachment 13 – Deed for Gas Line Easement across County-owned property
- Attachment 14 – Lease of Jessup House property to Silvercrest Asset Management Group, LLC
- Attachment 15 – Ordinance - Real Estate Tax Exemption For Certain Elderly and Disabled Persons
- Attachment 16 – Ordinance – Real Estate Tax Exemption For Disabled Veterans
- Attachment 17 – Revenue Sharing Program Resolution
- Attachment 18 – Conditions of Approval – Planning items
- Attachment 19 – Resolution – Appointment of Director of Finance.

**National Bike Week
May 16 through 22, 2011**

WHEREAS, *for more than a century, the bicycle has been an important part of the lives of most Americans; and*

WHEREAS, *today, millions of Americans engage in bicycling as an environmentally sound form of transportation, an excellent form of fitness, and a exceptional form of quality family recreation; and*

WHEREAS, *the education of cyclists and motorists as to the proper and safe operation of their vehicles in relation to each other is important to ensure the safety and comfort of all users; and*

WHEREAS, *the League of American Bicyclists and independent cyclists throughout our region are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities; and*

WHEREAS, *the Charlottesville community has been named a Bronze Bicycle Friendly Community by the League of American Bicyclists;*

NOW, THEREFORE, BE IT RESOLVED, *that I, Ann Mallek, Chair on behalf of the Albemarle County Board of Supervisors, do hereby proclaim, the week of*

May 16-22, 2011

as

Bike Week

in the County of Albemarle in coordination with National Bike Week and call upon all citizens to recognize the value of bicycling in our community and to observe this week with appropriately.

Signed and sealed this 11th day of May, 2011.

**ANNUAL RESOLUTION OF APPROPRIATIONS
OF THE COUNTY OF ALBEMARLE
FOR THE FISCAL YEAR ENDING JUNE 30, 2012**

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, 2012; 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, 2012:

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

Refunds and Abatements	\$173,500
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Paragraph Two: GENERAL MANAGEMENT AND SUPPORT

Board of Supervisors	\$577,562
County Attorney	\$911,527
County Executive	\$960,995
Department of Finance	\$4,117,239
Department of Human Resources	\$662,770
Department of Information Technology	\$2,487,297
Management and Budget	\$290,222
Voter Registration/ Elections	<u>\$547,543</u>
	\$10,555,155

Paragraph Three: JUDICIAL

Circuit Court	\$110,945
Clerk of the Circuit Court	\$669,016
Commonwealth's Attorney	\$910,408
General District Court	\$23,894
Juvenile Court	\$119,229
Magistrate	\$4,425
Sheriff's Office	<u>\$2,013,438</u>
	\$3,851,355

Paragraph Four: PUBLIC SAFETY

Albemarle County Fire/Rescue Department	\$6,807,669
Building Codes and Inspections	\$1,060,583
Community Attention Home	\$60,149
Department of Police	\$13,051,415
Emergency Communications Center	\$2,066,831
Fire Department Contract (City of Charlottesville)	\$845,638
Fire/Rescue Tax Credit	\$59,500
Forest Fire Extinguishment	\$23,786
Juvenile Detention Center	\$710,900
Offender Aid and Restoration (OAR)	\$156,936
Regional Jail Authority	\$3,378,990
SPCA Contract	\$477,440

Thomas Jefferson EMS Council	\$19,257
VJCCCA	\$52,231
Volunteer Fire Departments	\$1,343,877
Volunteer Rescue Squads	<u>\$432,910</u>
	\$30,548,112

Paragraph Five: GENERAL SERVICES / PUBLIC WORKS

Facilities Development Department	\$866,608
General Services	\$3,174,503
Rivanna Solid Waste Authority	<u>\$350,000</u>
	\$4,391,111

Paragraph Six: HUMAN SERVICES

AIDS Support Group	\$4,762
Arc of the Piedmont Infant Development Program	\$8,969
Boys and Girls Club	\$13,044
Bright Stars Transfer	\$757,287
BRMC – Latino Lay Health Promoter	\$5,225
Charlottesville Free Clinic	\$112,310
Children, Youth and Family Services (CYFS)	\$95,550
Commission on Children & Families (CCF)	\$96,591
Comprehensive Services Act Transfer	\$2,510,747
Computers4Kids	\$14,876
Department of Social Services	\$11,397,968
Health Department	\$551,444
JAUNT	\$922,025
Jefferson Area Board on Aging (JABA)	\$283,283
Jefferson Area CHIP	\$316,539
Legal Aid Justice Center	\$36,935
Madison House	\$10,369
Music Resource Center	\$5,759
Piedmont CASA	\$8,924
Piedmont Virginia Community College (PVCC)	\$22,524
Piedmont Workforce Network	\$13,943
Region Ten Community Services	\$575,226
Sexual Assault Resource Agency (SARA)	\$22,220
Shelter for Help in Emergency (SHE)	\$88,875
Tax Relief for Elderly/Disabled	\$1,000,000
United Way	<u>\$117,081</u>
	\$18,992,476

Paragraph Seven: PARKS, RECREATION AND CULTURE

African American Festival	\$2,727
Ash-Lawn Highland	\$9,239
Darden Towe Park Transfer	\$152,262
Department of Parks & Recreation	\$2,194,476
Hatton Ferry	\$5,000
Jefferson-Madison Regional Library – Regional	\$1,006,082
Jefferson-Madison Regional Library – Charlottesville-Albemarle	\$1,616,949
Jefferson-Madison Regional Library – Crozet Library	\$245,815
Jefferson-Madison Regional Library – Scottsville Library	\$160,976
Jefferson-Madison Regional Library – Extension Services	\$190,461
Literacy Volunteers	\$25,287
Municipal Band	\$16,535
Piedmont Council of the Arts	\$11,676
Virginia Discovery Museum	\$11,115
Virginia Festival of the Book	\$10,872

Virginia Film Festival	\$14,889
Visitors Bureau	\$557,604
WHTJ Public Television	\$2,484
WVPT Public Television	<u>\$2,484</u>
	\$6,236,933

Paragraph Eight: COMMUNITY DEVELOPMENT

Albemarle Housing Improvement Program (AHIP)	\$399,467
Alliance for Community Choice in Transportation	\$6,237
Central Virginia Small Business Development Center	\$7,878
Charlottesville Transit Service	\$648,004
Department of Community Development	\$3,865,534
Housing Office	\$516,952
Monticello Area Community Action Agency (MACAA)	\$115,645
Piedmont Housing Alliance (PHA)	\$38,268
Planning District Commission (TJPDC)	\$109,375
Soil and Water Conservation	\$96,355
Stream Watch	\$10,378
VPI Extension Service	<u>\$203,859</u>
	\$6,017,952

Paragraph Nine: CAPITAL OUTLAYS

Transfer to General Government Capital Improvements Fund – Recurring	\$134,081
Transfer to General Government Capital Improvements Fund – One-Time	\$484,222
Transfer to Schools Capital Improvements Fund	\$88,779
Transfer to Storm Water Fund	<u>\$104,500</u>
	\$811,582

Paragraph Ten: REVENUE SHARING AGREEMENT

Revenue Sharing Agreement	\$18,089,812
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Paragraph Eleven: OTHER USES OF FUNDS

Economic Development Fund	\$25,000
Reserve for Contingencies	\$723,631
Salary Contingency – Reclassifications	\$225,000
Transfer to General Government Debt Service	\$3,909,047
Transfer to School Division Debt Service	\$12,956,228
Transfer to School Fund – Recurring	\$97,245,582
Transfer to Vehicle Replacement Fund	\$141,500
VERIP Program	<u>\$687,842</u>
	\$115,913,830

Total GENERAL FUND appropriations for the fiscal year ending June 30, 2012: \$215,581,818

To be provided as follows:

Revenue from Local Sources	\$185,255,457
Revenue from Local Sources – Transfers	\$2,700,794
Revenue from the Commonwealth	\$22,952,060
Revenue from the Federal Government	\$4,673,507

Total GENERAL FUND resources available for fiscal year ending June 30, 2012: \$215,581,818

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, 2012:

Paragraph One: REGULAR SCHOOL FUND

Administration, Attendance & Health	\$6,564,048
Facilities Construction/ Modification	\$162,100
Facilities Operation/ Maintenance	\$13,927,921
Instruction	\$109,063,641
Pupil Transportation Services	\$8,608,670
Technology	\$2,247,256
Other Uses of Funds	\$3,917,548

Total REGULAR SCHOOL FUND appropriations for fiscal year ending June 30, 2012: \$144,491,184

To be provided as follows:

Revenue from Local Sources (General Fund Transfer)	\$97,245,582
Revenue from Other Local Sources	\$1,060,705
Revenue from School Fund Balance, Carry-Over, Transfers	\$3,227,034
Revenue from the Commonwealth	\$39,756,487
Revenue from the Federal Government	\$3,201,376

Total REGULAR SCHOOL FUND resources available for fiscal year ending June 30, 2012: \$144,491,184

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, 2012:

Paragraph One: FOOD SERVICES (Fund 3000)

Maintenance/ Operation of School Cafeterias	\$5,136,803
Summer Feeding	\$300,500

Total FOOD SERVICES appropriations for fiscal year ending June 30, 2012: \$5,437,303

To be provided as follows:

Revenue from Local Sources	\$3,486,619
Revenue from the Commonwealth	\$76,000
Revenue from the Federal Government	<u>\$1,874,684</u>

Total FOOD SERVICES resources available for fiscal year ending June 30, 2012: \$5,437,303

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

Special Ed Pre-School Program	<u>\$64,233</u>
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Total PRE-SCHOOL SPECIAL EDUCATION FUND appropriations for fiscal year ending June 30, 2012: \$64,233

To be provided as follows:

Revenue from the Federal Government	<u>\$64,233</u>
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Total PRE-SCHOOL SPECIAL EDUCATION FUND resources available for fiscal year ending June 30, 2012: \$64,233

Paragraph Three: McINTIRE TRUST FUND (Fund 3501)

Payment to County Schools	<u>\$10,000</u>
Total McINTIRE TRUST FUND appropriations for fiscal year ending June 30, 2012:	\$10,000

To be provided as follows:

Revenue from Investments Per Trust	<u>\$10,000</u>
Total McINTIRE TRUST FUND resources available for fiscal year ending June 30, 2012:	\$10,000

Paragraph Four: PREP PROGRAM

C. B. I. P. Severe (Fund 3201)	\$1,102,769
E. D. Program (Fund 3202)	<u>\$787,986</u>
Total PREP PROGRAM appropriations for fiscal year ending June 30, 2012:	\$1,890,755

To be provided as follows:

Revenue from Tuition and Fees	<u>\$1,890,755</u>
Total PREP PROGRAM resources available for fiscal year ending June 30, 2012:	\$1,890,755

Paragraph Five: FEDERAL PROGRAMS

Adult Education (Fund 3115)	\$126,500
Carl Perkins (Fund 3207)	\$150,000
Chapter I (Fund 3101)	\$1,600,000
Migrant Education (Fund 3103)	\$147,000
Title II (Fund 3203)	\$490,000
English Literacy/Civics (Fund 3221)	\$166,500
Economically Dislocated Workers (Fund 3116)	\$60,000
Title III (Fund 3215)	\$126,000
21 st Century Grant (Fund 3219)	\$163,177
Technology Challenge Grant (Fund 3131)	\$15,776
Race to GED (Fund 3309)	\$60,000
Families in Crisis (Fund 3304)	\$75,000
Safe Schools (Fund 3316)	\$778,766
Healthy Students (3317)	\$704,360
ARRA (Fund 3162)	\$1,314,905
TITLE I 1003A-GREER ELEM (3172)	\$175,608
MIGRNT CONSORT INCNTV GRT	\$24,733
Total FEDERAL PROGRAMS appropriations for fiscal year ending June 30, 2012:	\$6,178,325

To be provided as follows:

Revenue from Local Sources	\$80,000
Revenue from Local Sources (Transfer from School Fund)	\$50,000
Revenue from the Federal Government	<u>\$6,048,325</u>
Total FEDERAL PROGRAMS resources available for fiscal year June 30, 2012:	\$6,178,325

Paragraph Six: COMMUNITY EDUCATION FUND (Fund 3300)

Community Education	<u>\$1,619,213</u>
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Total COMMUNITY EDUCATION FUND appropriations for fiscal year ending June 30, 2012:	\$1,619,213
To be provided as follows:	
Revenue from Local Sources (Tuition)	\$1,619,213
Total COMMUNITY EDUCATION FUND resources available for fiscal year ending June 30, 2012:	\$1,619,213
Paragraph Seven: SUMMER SCHOOL (Fund 3310)	
Summer School	<u>\$460,561</u>
Total SUMMER SCHOOL appropriations for fiscal year ending June 30, 2012:	\$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, 2012:	\$460,561
Paragraph Eight: SCHOOL BUS REPLACEMENT (Fund 3905)	
School Bus Replacement	<u>\$985,270</u>
Total SCHOOL BUS REPLACEMENT appropriations for fiscal year ending June 30, 2012:	\$985,270
To be provided as follows:	
Revenue from Local Sources (Transfer from School Fund)	<u>\$985,270</u>
Total SCHOOL BUS REPLACEMENT resources available for fiscal year ending June 30, 2012:	\$985,270
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, 2012:	\$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, 2012:	\$446,010
Paragraph Ten: INTERNAL SERVICE – VEHICLE MAINTENANCE FUND (Fund 3910)	
Vehicle Maintenance	918,437
Total INTERNAL SERVICE VEHICLE MAINTENANCE FUND appropriations for fiscal year ending June 30, 2012:	\$918,437

To be provided as follows:

Revenue from Local Sources (Charges)	<u>\$918,437</u>
Total INTERNAL SERVICE VEHICLE MAINTENANCE FUND resources available for fiscal year ending June 30, 2012:	\$918,437

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, 2012:	\$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, 2012:	\$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, 2012:	\$435,600

To be provided as follows:

Revenue from Local Sources (Tuition)	<u>\$375,100</u>
Revenue from the Commonwealth	<u>\$60,500</u>
Total DRIVERS SAFETY FUND resources available for fiscal year ending June 30, 2012:	\$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, 2012:	\$123,000

To be provided as follows:

Revenue from Local Sources (Tuition)	<u>\$119,000</u>
Revenue from Local Sources (Advertisements)	<u>\$4,000</u>
Total OPEN DOORS FUND resources available for fiscal year ending June 30, 2012:	\$123,000

Paragraph Fourteen: STATE PROGRAMS

Special Education Jail Program (Fund 3212)	\$152,024
Algebra Readiness (Fund 3152)	\$33,063
Individualized Student Alternative Education (Fund 3142)	\$23,576
Teacher Mentor Program (Fund 3151)	<u>\$11,865</u>
Total STATE PROGRAMS appropriations for fiscal year ending June 30, 2012:	\$220,528

To be provided as follows:

Revenue from the Commonwealth	<u>\$220,528</u>
Total STATE PROGRAMS resources available for fiscal year ending June 30, 2012:	\$220,528
 Paragraph Fifteen: COMMUNITY CHARTER SCHOOL	
Community Charter School (Fund 3380)	<u>\$95,671</u>
Total COMMUNITY CHARTER SCHOOL appropriations for fiscal year ending June 30, 2012:	\$95,671
To be provided as follows:	
Revenue from Local Sources	\$95,671
Total COMMUNITY CHARTER SCHOOL resources available for fiscal year ending June 30, 2012:	\$95,671
 Paragraph Sixteen: COMPUTER EQUIPMENT REPLACEMENT FUND (Fund 3907)	
Computer Equipment Replacement Fund	<u>\$1,000,000</u>
Total COMPUTER EQUIPMENT REPLACEMENT FUND appropriations for fiscal year ending June 30, 2012:	\$1,000,000
To be provided as follows:	
Revenue from Local Sources (Transfer from School Fund)	<u>\$1,000,000</u>
Total COMPUTER EQUIPMENT REPLACEMENT FUND resources available for fiscal year ending June 30, 2012:	\$1,000,000
 Paragraph Seventeen KLUGE-CLUB YANCEY (Fund 3157)	
Kluge-Club Yancey	<u>\$30,000</u>
Total KLUGE-CLUB YANCEY appropriations for fiscal year ending June 30, 2012:	\$30,000
To be provided as follows:	
Revenue from Local Sources	<u>\$30,000</u>
Total KLUGE-CLUB YANCEY resources available for fiscal year ending June 30, 2012:	\$30,000
 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	\$12,000

30, 2012:

Paragraph Nineteen: Textbook Replacement Fund

Textbook Replacement \$500,000

Total TEXTBOOK REPLACEMENT FUND appropriations for fiscal year ending

To be provided as follows:

Revenue from Local Sources (Transfer) \$500,000

Total TEXTBOOK REPLACEMENT FUND resources available for fiscal year ending June 30, 2012: **\$500,000**

Paragraph Twenty: American History Grant

American History \$104,000

Total AMERICAN HISTORY GRANT appropriations for fiscal year ending

To be provided as follows:

Revenue from Local Sources \$104,000

Total AMERICAN HISTORY GRANT resources available for fiscal year ending June 30, 2012: **\$104,000**

GRAND TOTAL – OTHER SCHOOL FUNDS **\$20,545,906**

SECTION IV: OTHER SPECIAL REVENUE 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, 2012:

Paragraph One: COMPREHENSIVE SERVICES ACT FUND (Fund 1551)

Comprehensive Services Act Program Expenditures \$6,752,793

Total COMPREHENSIVE SERVICES ACT appropriations for fiscal year ending June 30, 2012: **\$6,752,793**

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund) **\$2,510,747**

Revenue from Local Sources (Transfer from School Fund) **\$763,000**

Revenue from the Commonwealth **\$3,180,981**

Revenue from Fund Balance **\$298,065**

Total COMPREHENSIVE SERVICES ACT resources available for fiscal year ending June 30, 2012: **\$6,752,793**

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

Bright Stars Program \$1,085,545

Total BRIGHT STARS 4 YEAR OLD PROGRAM FUND appropriations for fiscal year ending June 30, 2012: **\$1,085,545**

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$757,287
Revenue from Local Sources (Transfer from School Fund)	\$95,535
Revenue from the Commonwealth	<u>\$232,723</u>

Total BRIGHT STARS 4 YEAR OLD PROGRAM FUND resources available for fiscal year ending June 30, 2012: \$1,085,545

Paragraph Three: TOWE MEMORIAL PARK FUND (Fund 4200)

Darden Towe Memorial Park	<u>\$243,030</u>
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Total TOWE MEMORIAL PARK FUND appropriations for fiscal year ending June 30, 2012: \$243,030

To be provided as follows:

Revenue from Local Sources (Transfer from the General Fund)	\$152,262
Revenue from Other Local Sources	<u>\$90,768</u>

Total TOWE MEMORIAL PARK FUND resources available for fiscal year ending June 30, 2012: \$243,030

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, 2012: \$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, 2012: \$5,000

Paragraph Five: COURTHOUSE MAINTENANCE FUND (Fund 9150)

Transfer to General Government Capital Improvements Fund	<u>\$41,621</u>
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TOTAL COURTHOUSE MAINTENANCE FUND appropriations for fiscal year ending June 30, 2012: \$41,621

To be provided as follows:

Revenue from Local Sources	<u>\$41,621</u>
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Total COURTHOUSE MAINTENANCE FUND resources available for fiscal year ending June 30, 2012: \$41,621

Paragraph Six: TOURISM FUND (Fund 1810)

Tourism Enhancement (Transfer to General Fund)	\$1,312,500
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Total TOURISM FUND appropriations for fiscal year ending June 30, 2012: \$1,312,500

To be provided as follows:

Revenue from Local Sources	<u>\$1,312,500</u>
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Total TOURISM FUND resources available for fiscal year ending June 30, 2012:	\$1,312,500
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, 2012:	\$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, 2012:	\$751,590
Paragraph Eight: VICTIM-WITNESS GRANT FUND (Fund 1225)	
Victim-Witness Program	<u>\$110,606</u>
Total VICTIM-WITNESS GRANT FUND appropriations for fiscal year ending June 30, 2012:	\$110,606
To be provided as follows:	
Revenue from Local Sources (Transfer from General Fund)	\$27,757
Revenue from the Commonwealth (Grant)	<u>\$82,849</u>
Total VICTIM-WITNESS GRANT FUND resources available for fiscal year ending June 30, 2012:	\$110,606
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, 2012:	\$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, 2012:	\$12,000
Paragraph Ten: HOUSING ASSISTANCE FUND (Fund 1227)	
Family Self-Sufficiency Program (Transfer to General Fund)	\$296,000
Section 8 Housing Assistance Payments	<u>\$2,706,000</u>
Total HOUSING ASSISTANCE FUND appropriations for fiscal year ending June 30, 2012:	\$3,002,000
To be provided as follows:	
Revenue from the Federal Government	<u>\$3,002,000</u>

Total HOUSING ASSISTANCE FUND resources available for fiscal year ending June 30, 2012:	\$3,002,000
Paragraph Eleven: VEHICLE REPLACEMENT FUND (Fund 9200)	
Vehicle Replacement	<u>\$824,760</u>
Total VEHICLE REPLACEMENT FUND appropriations for fiscal year ending June 30, 2012:	\$824,760
To be provided as follows:	
Revenue from Local Sources (Transfer from General Fund)	\$823,610
Revenue from Other Local Sources	\$1,150
Total VEHICLE REPLACEMENT FUND resources available for fiscal year ending June 30, 2012:	\$824,760
Paragraph Twelve: OAK HILL REHABILITATION (Fund 1219)	
Transfer to General Fund	<u>\$33,510</u>
Total OAK HILL REHABILITATION appropriations for fiscal year ending June 30, 2012:	\$33,510
To be provided as follows:	
Revenue from Fund Balance	\$33,510
Total OAK HILL REHABILITATION resources available for fiscal year ending June 30, 2012:	\$33,510
Paragraph Thirteen: ENERGY BLOCK GRANT (Fund 1583)	
Transfer to General Fund	<u>\$27,625</u>
Total ENERGY BLOCK GRANT appropriations for fiscal year ending June 30, 2012:	\$27,625
To be provided as follows:	
Revenue from Federal Sources (Grant)	\$27,625
Total ENERGY BLOCK GRANT resources available for fiscal year ending June 30, 2012:	\$27,625
Paragraph Fourteen: OLD CROZET SCHOOL (Fund 8610)	
Old Crozet School Operations	<u>\$60,801</u>
Total OLD CROZET SCHOOL appropriations for fiscal year ending June 30, 2012:	\$60,801
To be provided as follows:	
Revenue from Local Sources	\$60,801
Total OLD CROZET SCHOOL resources available for fiscal year ending June 30, 2012:	\$60,801
GRAND TOTAL – SPECIAL REVENUE FUNDS	\$14,263,381

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, 2012:

Paragraph One: ADMINISTRATION

Computer Assisted Mass Appraisal	\$470,250
Voting Machine Replacement	<u>\$223,630</u>
	\$693,880

Paragraph Two: COURTS

Court Square Maintenance/Replacement Projects	\$231,990
J&DR Court Maintenance/Replacement Projects	\$17,765
Old Jail Facility Maintenance	<u>\$16,720</u>
	\$266,475

Paragraph Three: PUBLIC SAFETY

ECC CAD	\$571,760
Ivy Fire Station	\$1,907,439
Police Mobile Data Computers	\$329,175
Police Patrol Video Cameras	\$78,312
VFD Fire & EMS Apparatus Replacement	<u>\$1,385,148</u>
	\$4,271,834

Paragraph Four: PUBLIC WORKS

County Facilities – Maintenance/Replacement	\$337,535
COB McIntire Brick Mortar/Repointing	\$982,300
Ivy Landfill Remediation	\$546,535
Moore's Creek Septage Receiving	\$114,366
Storage Facility Lease	<u>\$54,000</u>
	\$2,034,736

Paragraph Five: COMMUNITY DEVELOPMENT

Revenue Sharing Roads Program	<u>\$484,222</u>
	\$484,222

Paragraph Six: PARKS, RECREATION & CULTURE

Parks – Maintenance/Replacement	<u>\$442,035</u>
	\$442,035

Paragraph Seven: LIBRARIES

Northside Library Repair/Maintenance	\$15,675
Scottsville Library Repair/Maintenance	<u>\$5,225</u>
	\$20,900

Paragraph Eight: TECHNOLOGY AND GIS

County Server/Infrastructure Upgrade	\$407,550
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Total GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2012: \$8,621,632

To be provided as follows:

Revenue from Local Sources (General Fund Transfer)	\$618,303
Other Local Sources (including Proffers)	\$437,109
Loan Proceeds	\$3,711,640
Use of Fund Balance	\$3,854,580

Total GENERAL GOVERNMENT CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2012: \$8,621,632

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, 2012:

Paragraph One: EDUCATION (SCHOOL DIVISION)

Administrative Technology	\$191,235
Greer Addition Renovation	\$4,084,675
Instructional Technology	\$600,875
Local Area Network Upgrade	\$522,500
Schools Maintenance/Replacement	\$3,594,278
Storage Facility Lease	\$144,000
Technology Grant	\$785,840

Total SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2012: \$9,923,403

To be provided as follows:

Revenue from Local Sources (General Fund Transfer)	\$88,779
Other Local Sources (including Proffers)	\$20,000
State Technology Grant	\$752,000
VPSA Bonds	\$6,838,280
Fund Balance	\$2,224,344

Total SCHOOL DIVISION CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2012: \$9,923,403

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, 2012:

Paragraph One: STORM WATER PROJECTS

Storm Water Control Program	\$104,500
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Total STORM WATER CAPITAL IMPROVEMENTS FUND appropriations for fiscal year ending June 30, 2012: \$104,500

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$104,500
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Total STORM WATER CAPITAL IMPROVEMENTS FUND resources available for fiscal year ending June 30, 2012: \$104,500

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, 2012:

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

Debt Service Payments – School Division	\$13,160,451
Total SCHOOL DIVISION DEBT SERVICE appropriations for fiscal year ending June 30, 2012:	\$13,160,451

To be provided as follows:

Revenue from Local Sources (Transfer from General Fund)	\$12,956,228
Revenue from Local Sources (PREP Fees)	<u>\$204,223</u>
Total SCHOOL DIVISION DEBT SERVICE resources available for fiscal year ending June 30, 2012:	\$13,160,451

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

Emergency Services Radio System Lease/Debt Service Payment	\$826,556
Debt Service Payments – General Government	\$3,351,877
Bond Issuance Cost	<u>\$13,792</u>
Total GENERAL GOVERNMENT DEBT SERVICE appropriations for fiscal year ending June 30, 2012:	\$4,192,225

To be provided as follows:

Revenue from Local Sources	\$283,178
Revenue from Local Sources (Transfer from General Fund)	<u>\$3,909,047</u>
Total GENERAL GOVERNMENT DEBT SERVICE resources available for fiscal year ending June 30, 2012:	\$4,192,225

GRAND TOTAL – DEBT SERVICE FUNDS **\$17,352,676**

**TOTAL APPROPRIATIONS MENTIONED IN
SECTIONS I – VIII OF THIS RESOLUTION
FOR THE FISCAL YEAR ENDING June 30, 2012**

RECAPITULATION:

Appropriations:

Section I	General Fund	\$215,581,818
Section II	School Fund	\$144,491,184
Section III	Other School Funds	\$20,545,906
Section IV	Other Special Revenue Funds	\$14,263,381
Section V	General Government Capital Improvements Fund	\$8,621,632
Section VI	School Division Capital Improvements Fund	\$9,923,403
Section VII	Storm Water Capital Improvements Fund	\$104,500
Section VIII	Debt Service	<u>\$17,352,676</u>

	\$430,884,500
Less Inter-Fund Transfers	(\$126,490,499)
GRAND TOTAL – ALBEMARLE COUNTY APPROPRIATIONS	\$304,394,001

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, 2012:

Paragraph One: EMERGENCY COMMUNICATIONS CENTER FUND

Emergency Communications Center	<u>\$5,124,558</u>
Total EMERGENCY COMMUNICATIONS CENTER FUND appropriations for fiscal year ending June 30, 2012:	\$5,124,558

To be provided as follows:

Albemarle County	\$2,066,028
City of Charlottesville	\$1,744,996
University of Virginia	\$536,337
Revenue from Other Local Sources	\$284,051
Revenue from the Commonwealth	\$480,000
Revenue from the Federal Government	<u>\$13,146</u>
Total EMERGENCY COMMUNICATIONS CENTER FUND resources available for fiscal year ending June 30, 2012:	\$5,124,558

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 Acting Director of Finance (R. Edward Koonce, III) and Clerk to the Board of Supervisors (Ella W. Jordan) are hereby designated as authorized signatories for all bank accounts.

Paragraph One

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

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

Paragraph Two

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

Paragraph Three

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

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

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

Paragraph Four

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

Paragraph Five

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

Paragraph Six

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

Paragraph Seven

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

**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 \$23,772,286.
2. The Borrower intends that the proceeds of the Bonds be used to reimburse the Borrower for Expenditures with respect to the Project made on or after the date that is no more than 60 days prior to the date of this Resolution. The Borrower reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Bonds or other debt.
3. Each Expenditure was or will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bonds, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the Borrower so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Borrower.
4. The Borrower intends to make a reimbursement allocation, which is a written allocation by the Borrower that evidences the Borrower's use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Borrower recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction of at least five years.
5. The Borrower intends that the adoption of this resolution confirms the "official intent" within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.
6. This resolution shall take effect immediately upon its passage.

**CAPITAL IMPROVEMENT PROGRAM
BONDED PROJECTS
FY 2011/12**

Schools	Amount
1. Greer Elementary School Addition/Renovation	\$ 3,908,780
2. School Maintenance Projects	2,929,500
Schools Subtotal	<u>\$ 6,838,280</u>
General Fund	Amount
1. Voting Machine Replacement	\$ 214,000
2. Computer Assisted Mass Appraisal	450,000
3. Police Mobile Data Computers	315,000
4. ECC CAD	547,140
5. VFD Fire & EMS Apparatus Replacement	1,325,500
6. COB McIntire Brick Mortar/Repointing	470,000
7. County Server/Infrastructure Upgrade	390,000
General Fund Subtotal	<u>\$ 3,711,640</u>
TOTAL DEBT ISSUE – FY 2011/12 PROJECTS	\$10,549,920

PREVIOUSLY APPROPRIATED PROJECTS TO BE BONDED

General Fund	Amount
1. Juvenile & Domestic Relations Court Renovations	\$ 3,740,552
3. Ivy Fire Station	\$250,000
4. Fire Rescue Apparatus	\$3,606,794
5. Crozet Ladder Truck	\$ 1,167,800
6. Hollymead Fire Apparatus	\$ 457,777
7. Crozet Streetscapes Phase II*	\$1,890,839
8. Crozet Library*	\$1,600,000
9. County IT Infrastructure/Server Upgrade	\$ 508,603
General Fund Subtotal	<u>\$13,222,366</u>

TOTAL DEBT ISSUE – ALL PROJECTS **\$23,772,286**

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

**GOVERNOR'S DEVELOPMENT OPPORTUNITY FUND
PERFORMANCE AGREEMENT**

This **PERFORMANCE AGREEMENT** made and entered this ____ day of May, 2011, by and among the **COUNTY OF ALBEMARLE, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **MICROAIRE SURGICAL INSTRUMENTS LLC** (the "Company"), a Delaware limited liability company authorized to transact business in the Commonwealth, and the **ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has received a grant of and expects to receive \$100,000 from the Governor's Development Opportunity Fund (a "GOF Grant") through the Virginia Economic Development Partnership Authority ("VEDP") for the purpose of inducing the Company to purchase and improve an existing facility in the Locality for manufacturing space (the "Facility"), thereby making a significant Capital Investment, as hereinafter defined, and creating a significant number of New Jobs, as hereinafter defined;

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company meets certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality, the Authority and the Company desire to set forth their understanding and agreement as to the payout of the GOF Grant, the use of the GOF Grant proceeds, the obligations of the Company regarding Capital Investment and New Job creation, and the repayment by the Company of all or part of the GOF Grant under certain circumstances;

WHEREAS, the purchase, improvement and operation of the Facility will entail a capital expenditure of approximately \$8,000,000, of which approximately \$1,000,000 will be invested in fixtures and equipment, approximately \$6,000,000 will be invested in the purchase of an existing building and approximately \$1,000,000 will be invested in the up-fit of the building, and will further entail the creation of 51 New Jobs in the Locality; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the GOF Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Disbursement of GOF Grant.

The GOF Grant in the amount of \$100,000 will be paid to the Locality, upon its request. Within 30 days of its receipt of the GOF Grant proceeds, the Locality will disburse the GOF Grant proceeds to the Authority. Within 30 days of its receipt of the GOF Grant proceeds, the Authority will disburse the GOF Grant proceeds to the Company as an inducement to the Company to achieve the Targets, as hereinafter defined, at the Facility. The Company will use the GOF Grant proceeds for the build out of a privately-owned building, as permitted by Section 2.2-1151 of the Code of Virginia of 1950, as amended (the "Virginia Code").

By no later than June 1, 2011, the Locality will request the disbursement to it of the GOF Grant. If not so requested by the Locality by June 1, 2011, this Agreement will terminate. The Locality and the Company will be entitled to reapply for a GOF Grant thereafter, based upon the terms, conditions and availability of funds at that time.

Section 2. Targets; Definitions.

The Company will develop and operate the Facility in the Locality, make a Capital Investment of at least \$8,000,000, and create and Maintain, as hereinafter defined, at least 51 New Jobs at the Facility, all as of the Performance Date, as hereinafter defined. The average annual wage of the New Jobs of at least \$56,937 is more than the prevailing average annual wage in the Locality of \$45,999.

For the purposes of this Agreement, the following terms shall have the following definitions:

“Capital Investment” means a capital expenditure in taxable real property, taxable tangible personal property, or both, at the Facility. The total capital expenditure of \$8,000,000 is referred to in this Agreement as the “Capital Investment.”

“Maintain” means that the New Jobs created pursuant to the GOF Grant will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to temporary reductions in the Company’s employment levels in connection with recruitment for open positions or strikes and other work stoppages.

“New Job” means new permanent full-time employment of an indefinite duration at the Facility or at the Company’s existing facilities in the Locality for which the standard fringe benefits are paid by the Company for the employee, and for which the Company pays an average annual wage of at least \$56,937. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Company’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth outside the Locality, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the Company’s 120 full-time jobs in the Locality as of December 1, 2010.

“Performance Date” means May 1, 2014. If the Locality, in consultation with the Authority and VEDP, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the Locality may agree to extend the Performance Date by up to 15 months. If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the Company and VEDP and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

“Targets” means the Company’s obligations to make Capital Investments at the Facility of at least \$8,000,000 and to create at least 51 New Jobs in the Locality, all as of the Performance Date.

Section 3. Break-Even Point; State and Local Incentives.

VEDP has estimated that the Commonwealth will reach its “break-even point” by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth’s expenditures on incentives, including but not limited to the GOF Grant. With regard to the Facility, the Commonwealth expects to provide incentives in the following amounts:

<u>Category of Incentive:</u>	<u>Total Amount</u>
GOF Grant	\$100,000
Virginia Jobs Investment Program (“VJIP”) (Estimated)	51,000

The Locality has committed to provide the following incentives, as matching grants or otherwise, for the Facility:

<u>Category of Incentive:</u>	<u>Total Amount</u>
Local Economic Opportunity Fund Grant	\$150,000

The proceeds of the GOF Grant shall be used for the purposes described in Section 1. The VJIP grant proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs. The proceeds of the Locality's Economic Opportunity Fund Grant may be used by the Company for the purchase of and improvements to the Facility.

Section 4. Repayment Obligation.

- 1) *If Statutory Minimum Requirements are Not Met:* Section 2.2-115 of the Virginia Code requires that the Company make a Capital Investment of at least \$5,000,000 in the Facility and create at least 50 New Jobs at the Facility in order to be eligible for the GOF Grant. Failure by the Company to meet either of these eligibility requirements by the Performance Date shall constitute a breach of this Agreement and the entire GOF Grant must be repaid by the Company to the Authority.

(b) *If Statutory Minimum Requirements are Met:* For purposes of repayment, the GOF Grant is to be allocated as \$50,000 (50%) for the Company's Capital Investment Target and \$50,000 (50%) for its New Jobs Target. If the Company has met at least ninety percent (90%) of its Capital Investment Target created and Maintained at least 50 New Jobs at the Performance Date, then and thereafter the Company is no longer obligated to repay any portion the GOF Grant. If the Company has not met at least ninety percent (90%) of its Capital Investment Target, the Company shall repay to the Authority that part of the GOF Grant that is proportional to that shortfall. For example, if at the Performance Date, the Capital Investment is only \$6,000,000 and at least 50 New Jobs have been created, the Company shall refund to the Authority twenty five percent (25%) of the moneys allocated to the Capital Investment Target (\$12,500). There is no repayment necessary as to that portion of the GOF Grant allocable to the New Jobs Target if the Company has created at least 50 of the 51 promised New Jobs. As noted in subsection (a), the entire \$100,000 GOF Grant must be repaid if the Company fails to create and Maintain at least 50 New Jobs.

l *Determination of Inability to Comply:* If the Locality and VEDP shall determine at any time prior to the Performance Date (a "Determination Date") that the Company is unable or unwilling to meet and maintain its Targets by and through the Performance Date, and if the Locality or VEDP shall have promptly notified the Company of such determination, the Company must repay the entire GOF Grant to the Authority.

(d) *Repayment Dates: **Such repayment shall be due from the Company to the Locality within thirty days of the Performance Date or the Determination Date, as applicable.*** Any moneys repaid by the Company to the Authority hereunder shall be repaid by the Authority to the Locality and shall be repaid by the Locality promptly to VEDP for redeposit into the Governor's Development Opportunity Fund. The Locality shall use its best efforts to recover such funds, including legal action for breach of this Agreement. The Locality shall have no responsibility for the repayment of any sums hereunder unless said sums have been received by the Authority from the Company.

Section 5. Company Reporting.

The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the Locality, the Authority and VEDP of the Company's progress on the Targets. Such progress reports will be provided annually, starting at May 1, 2012, covering progress made during the previous calendar year and at such other times as the Locality, the Authority or VEDP may require.

Section 6. Notices.

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee):

if to the Company, to:

MicroAire Surgical Instruments LLC
1641 Edlich Drive
Charlottesville, VA 22911
Attention: Melissa Y. Payton

with a copy to:

MicroAire Surgical Instruments LLC
1641 Edlich Drive
Charlottesville, VA 22911
Attention: George Saiz

if to the Locality, to:

Albemarle County Executive's Office
401 McIntire Road
Charlottesville, VA 22902
Attention: Thomas C. Foley

with a copy to:

Albemarle County Finance Dept.
401 McIntire Road
Charlottesville, VA 22902
Attention: R. Edward Koonce

if to the Authority, to:

Economic Development Authority
Albemarle County
401 McIntire Road, 4th Floor
Charlottesville, VA 22902
Attention: John Lowry

with a copy to:

Economic Development Authority
Albemarle County
401 McIntire Road, 4th Floor
Charlottesville, VA 22902
Attention: Ella Jordan

if to VEDP, to:

Virginia Economic Development Partnership
901 East Byrd Street, 19th Floor
Post Office Box 798 (zip: 23218-0798)
Richmond, Virginia 23219
Attention: President & CEO

with a copy to:

Virginia Economic Development Partnership
901 East Byrd Street, 19th Floor
Post Office Box 798 (zip: 23218-0798)
Richmond, Virginia 23219
Attention: General Counsel

Section 7. Miscellaneous.

1) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the GOF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Albemarle, and such litigation shall be brought only in such court.

I *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

**ECONOMIC OPPORTUNITY FUND
PERFORMANCE AGREEMENT**

This **PERFORMANCE AGREEMENT** made and entered this ____ day of May, 2011, by and among the **COUNTY OF ALBEMARLE, VIRGINIA** (the "County") a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **MICROAIRE SURGICAL INSTRUMENTS LLC** (the "Company"), a Delaware limited liability company authorized to transact business in the Commonwealth, and the **ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the County has received a grant of and expects to receive \$100,000.00 from the Governor's Development Opportunity Fund (a "GOF Grant") through the Virginia Economic Development Partnership Authority ("VEDP") for the purpose of inducing the Company to expand and improve a manufacturing facility in Albemarle County (the "Facility"), thereby making a significant Capital Investment, as hereinafter defined, and creating a significant number of New Jobs, as hereinafter defined;

WHEREAS, the County is willing to provide the GOF Grant funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company meets certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the County also is willing to provide funds to the Authority from its Economic Opportunity Fund (the "EOF Grant") as its local match to the GOF Grant with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company meets certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the County, the Authority and the Company have entered into a similar Performance Agreement pertaining to the parties rights and obligations related to the GOF Grant, and that agreement is entitled the "Governor's Development Opportunity Fund Performance Agreement";

WHEREAS, the County, the Authority and the Company desire to set forth their understanding and agreement as to the payout of the EOF Grant, the use of the EOF Grant proceeds, the obligations of the Company regarding Capital Investment and New Job creation, and the repayment by the Company of all or part of the EOF Grant under certain circumstances;

WHEREAS, the expansion and operation of the Facility will entail a capital expenditure of approximately \$8,000,000.00, of which approximately \$1,000,000.00 will be invested in machinery and equipment, approximately \$6,000,000 .00will be invested in the purchase of an existing building and approximately \$1,000,000.00 will be invested in the up-fit of the building, and will further entail the creation of 51 New Jobs in the County;

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the EOF Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

"Capital Investment" means a capital expenditure in taxable real property, taxable tangible personal property, or both, at the Facility. The total capital expenditure of \$8,000,000.00 is referred to in this Agreement as the "Capital Investment."

“Maintain” means that the New Jobs created pursuant to the GOF Grant and the EOF Grant will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to temporary reductions in the Company’s employment levels in connection with recruitment for open positions or strikes and other work stoppages.

“New Job” means new permanent full-time employment of an indefinite duration at the Facility or at the Company’s existing facilities in the County for which the standard fringe benefits are paid by the Company for the employee, and for which the Company pays an average annual wage of at least \$56,937.00. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Company’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers, and similar multiplier or spin-off jobs, shall not qualify as New Jobs. The New Jobs must be in addition to the 120 full-time jobs at the Facility as of December 1, 2010.

“Performance Date” means May 1, 2014. If the County, in consultation with the Authority and VEDP, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the County may agree to extend the Performance Date by up to 15 months. If the Performance Date is extended, the County shall send written notice of the extension to the Authority, the Company and VEDP and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

“Targets” means the Company’s obligations to make Capital Investments at the Facility of at least \$8,000,000.00 and to create at least 51 New Jobs in the County, all as of the Performance Date.

Section 2. Targets.

The Company will develop and operate the Facility in Albemarle County, make a Capital Investment of at least \$8,000,000.00, and create and Maintain at least 51 New Jobs at the Facility, all as of the Performance Date.

The average annual wage of the New Jobs of at least \$56,937.00 is more than the prevailing average annual wage in the County of \$45,999.00.

Section 3. Disbursement of EOF Grant.

The EOF Grant in the amount of \$150,000.00 will be disbursed to the Authority at or about the same time the GOF Grant funds are disbursed to the Authority. Within 30 days of its receipt of the EOF Grant proceeds, the Authority shall disburse the EOF Grant proceeds to the Company as an inducement to the Company to achieve the Targets at the Facility.

Section 4. Break-Even Point; State and Local Incentives.

VEDP has estimated that the Commonwealth will reach its “break-even point” by the Performance Date. The County has estimated that it will reach its “break-even point” by May 1, 2015. The County’s break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the County’s EOF Grant. With regard to the Facility, the Commonwealth will provide incentives in the following amounts:

<u>Category of Incentive:</u>	<u>Total Amount</u>
GOF Grant	\$100,000.00
Virginia Jobs Investment Program (“VJIP”)	\$51,000.00

The County has committed to provide the following incentives, as matching grants or otherwise, for the Facility:

Category of Incentive:
Economic Opportunity Fund Grant

Total Amount
\$150,000.00

Section 5. Repayment Obligation.

1) *If Minimum Requirements are Not Met:* Failure by the Company to make a Capital Investment of at least \$5,000,000.00 in the Facility and create at least 50 New Jobs at the Facility by the Performance Date shall constitute a breach of this Agreement and the entire EOF Grant must be repaid by the Company to the Authority.

(b) *If Minimum Requirements are Met:* For purposes of repayment, the EOF Grant is to be allocated as \$75,000.00 (50%) for the Company's Capital Investment Target and \$75,000.00 (50%) for its New Jobs Target. If the Company has met at least ninety percent (90%) of both of the Targets at the Performance Date, then and thereafter the Company is no longer obligated to repay any portion the EOF Grant. If the Company has not met at least ninety percent (90%) of either or both of its Targets, the Company shall repay to the Authority that part of the EOF Grant that is proportional to the Target or Targets for which there is a shortfall. For example, if at the Performance Date, the Capital Investment is only \$4,000,000.00 and 50 New Jobs have been created, the Company shall refund to the Authority fifty percent (50%) of the moneys allocated to the Capital Investment Target (\$37,500.00). No repayment would be necessary as to that portion of the EOF Grant allocable to the New Jobs Target if the Company created at least 50 of the 51 New Jobs.

l *Determination of Inability to Comply:* If the County or VEDP shall determine at any time prior to the Performance Date (a "Determination Date") that the Company is unable or unwilling to meet and maintain its Targets by and through the Performance Date, and if the County or VEDP shall have promptly notified the Company of such determination, the Company must repay the entire EOF Grant to the Authority.

(d) *Repayment Dates:* **Such repayment shall be due from the Company to the Authority within thirty (30) days of the Performance Date or the Determination Date, as applicable.** Any moneys repaid by the Company to the Authority hereunder shall be repaid by the Authority to the County. The County and the Authority shall use their best efforts to recover such funds, including legal action for breach of this Agreement. The Authority shall have no responsibility for the repayment of any sums hereunder unless said sums have been received by the Authority from the Company.

Section 6. Company Reporting.

The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the County and the Authority of the Company's progress on the Targets, which may be the same verification provided under the Governor's Development Opportunity Fund Performance Agreement. Such progress reports will be provided annually, starting at May 1, 2012, and at such other times as the County or the Authority may require.

Section 7. Notices.

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee):

If to the Company, to:

MicroAire Surgical Instruments LLC
1641 Edlich Drive
Charlottesville, VA 22911
Attention: Melissa Y. Payton

With a copy to:

MicroAire Surgical Instruments LLC
1641 Edlich Drive
Charlottesville, VA 22911
Attention: George Saiz

If to the County, to:

Albemarle County Executive's Office
401 McIntire Road
Charlottesville, VA 22902
Attention: Thomas C. Foley

If to the Authority, to:

Economic Development Authority
Albemarle County
401 McIntire Road, 4th Floor
Charlottesville, VA 22902
Attention: John Lowry

With a copy to:

Albemarle County Finance Dept.
401 McIntire Road
Charlottesville, VA 22902
Attention: R. Edward Koonce

With a copy to:

Economic Development Authority
Albemarle County
401 McIntire Road, 4th Floor
Charlottesville, VA 22902
Attention: Ella Jordan

Section 8. Miscellaneous.

1) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the EOF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the County and the Authority.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Albemarle, and such litigation shall be brought only in such court.

I *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

RESOLUTION

WHEREAS, the Lewis and Clark Exploratory Center of Virginia (LCEC) is an educational center for visitors of all ages commemorating the Lewis and Clark Expedition; and

WHEREAS, the County of Albemarle and the City of Charlottesville have demonstrated their support of LCEC's mission by granting a long-term lease of land in Darden Towe Park, participation by the City Parks and Recreation Department in the boatbuilding program for youths, donation of office space by Albemarle County, and participation by area schools in LCEC programs; and

WHEREAS, the LCEC applied for \$300,000.00 in Transportation Enhancement Funds from the Virginia Department of Transportation (VDOT) in 2007, which was proposed to be used with other funds to construct a 2,500 square foot visitor's center, develop a system of interpretive hiking trails, and create a ferry boat crossing to allow pedestrian passage across the Rivanna River to the greenbelt trails in Pen Park (the "Project"); and

WHEREAS, VDOT awarded \$150,000.00 to the LCEC for the Project; and

WHEREAS, as a condition of the allocation, VDOT required the County to execute a Project Administration Agreement setting-forth the County's responsibilities for receipt of the allocation; and

WHEREAS, the County required a Pass-Through Agreement between the LCEC and the County, setting-forth the LCEC's assumption of the County's obligations and responsibilities detailed in the Project Administration Agreement; and

WHEREAS, the LCEC has applied for and been awarded additional grant funds in the amount of \$300,000 in 2008, \$150,000 in 2009, and \$200,000 in 2010 for this Project, bringing the total grant funds awarded from VDOT to \$800,000; and

WHEREAS, VDOT requires the County to execute an amendment to Appendix A of the Project Administration Agreement reflecting the additional grant funds awarded and the revised Project costs and financial information as a condition for LCEC's receipt of the grant awards; and

WHEREAS, the County requires an amended Pass-Through Agreement between the LCEC and the County reflecting the increased Project costs and grant funds awarded ensuring the County's obligations and responsibilities outlined in the Project Administration Agreement are assumed by the LCEC.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia, hereby authorizes the County Executive to execute Appendix A – Agreement Amendment No. 3 in order to receive additional allocations for the Project, the total allocation being \$800,000.

BE IT FURTHER RESOLVED, that the Board of Supervisors of Albemarle County, Virginia, hereby authorizes the County Executive to execute the amended Pass-Through Agreement, ensuring the County's obligations and responsibilities outlined in the Project Administration Agreement are assumed by the LCEC.

**AGREEMENT FOR DEVELOPMENT AND ADMINISTRATION
OF THE LEWIS AND CLARK EXPLORATORY CENTER OF VIRGINIA**

THIS AGREEMENT, made and executed in triplicate this _____ day of _____, 2011, between the **LEWIS AND CLARK EXPLORATORY CENTER OF VIRGINIA**, hereinafter called the "Center", and the **COUNTY OF ALBEMARLE**, a political subdivision of the Commonwealth of Virginia, hereinafter called the "County".

WITNESSETH:

WHEREAS, the Virginia Department of Transportation, hereinafter called the "Department" has approved a Transportation Enhancement Project for the Lewis and Clark Exploratory Center and Trails identified in the Enhancement Program portion of the Six Year Improvement Program and designated as Project EN07-002-114, P101, R201, C501, UPC87015 and referred to hereinafter as the "Project"; and

WHEREAS, the estimated cost of the Project is \$1,213,510, which includes \$800,000 of Enhancement Program Funds and \$413,510 in contributions to the Project by the Center; and

WHEREAS, the Department and the County desire to assist in the construction of the Project and have entered into an Agreement in which the County agrees to have the Project completed by March 11, 2012 as a condition for receiving the \$800,000 Enhancement allocation;

WHEREAS, the Center desires to undertake certain responsibilities and duties of the County as an incentive for the County to undertake the Project and to complete it as expeditiously as possible; and

WHEREAS, the parties previously entered a certain "Agreement for Development and Administration of the Lewis and Clark Exploratory Center of Virginia," dated June 6, 2008; and

WHEREAS, the parties now desire to modify their prior agreement to reflect additional funds now available.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

- 1) The Center shall:
 - 1) Pay all project costs.
 - b. Be responsible for all activities necessary to complete the noted phase of each Project shown in Appendix A, except the performance of the State Environmental Review Process (SERP), and coordinate with the Department for all reviews, approvals, and environmental actions and decisions, as required. Each phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the Department.
 - c. Receive prior written authorization from the Department to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of the Project.
 - d. Maintain accurate and complete records of the Project's development and documentation of all expenditures and make such information available for inspection or auditing by the County or the Department. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on the Project, or all such records and documentation may be turned over to the Department in a manner acceptable to the Department.
 - e. No more frequently than monthly, submit invoices with supporting documentation to the Department in the form prescribed by the Department. The supporting documentation shall include

copies of related vendor invoices paid by the Center and a to-date Project summary schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible Project expenses are incurred by the Center. For federally funded projects and pursuant to the Federal Code of Regulation Title 49, Section 18.43, violations of the provision may result in the imposition of sanctions including possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.

f. Reimburse the County or the Department for all Project expenses incurred by the County or the Department if, due to action or inaction by the Center, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state or local law or regulations require such reimbursement.

g. If matching funds are required, pay the Department the County's match for eligible Project expenses incurred by the Department in the performance of the SERP and guidance relative to the coordination of environmental commitments that result from the SERP, necessary coordination with the FHWA, and approval of plans, specifications, advertisement documents, and contract awards as determined to be necessary by the Department.

h. Administer the Project in accordance with all applicable federal, state, or local laws and regulations.

1) Provide certification by an official acceptable to the Department that all administered Project activities have been performed in accordance with all federal, state, or local laws and regulations. If expenditures exceed \$500,000 annually in federal funding, such certification shall include a copy of the single program audit in accordance with Office of Management and Budget Circular A-133.

j. If legal services other than that provided by the County are required, consult the Department to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General.

k. Maintain any property improved as part of the Project which is not accepted for maintenance by the Department. The minimum level of maintenance shall be a reasonable standard of care as determined by the Department.

l. If deemed appropriate by the County or the Department, submit each phase of the work to the County or the Department for review and approval as the Project develops and allow County or Department personnel to inspect all phases of the Project at all times.

m. Procure a contractor to construct the Project, in conformance with applicable provisions of the Virginia Public Procurement Act.

n. Submit any change orders to construction contracts for which reimbursement is requested to the County Engineer and the Department's Resident Engineer for approval prior to the authorization of the change order.

o. Receive County and Department approval of any claims arising from construction contracts for which reimbursement is requested prior to settlement.

p. Meet all County site plan, zoning and subdivision ordinance requirements and obtain all necessary permits for the Project.

q. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, national origin or other non-merit factors provided they are qualified and meet physical requirements established for the positions.

r. After construction of the Project, or any part thereof, not permit any changes or alterations to the Project, as approved and completed, without the prior written approval of the Department.

s. Indemnify the County and hold it, and its officers, agents, representatives and employees harmless from any and all claims, damages, costs, including attorney's fees, and liabilities of any kind arising out of or resulting from the Center's or its agents' negligent performance of its obligations under this Agreement or any failure by the Center to meet any obligation required to complete the Project.

t. Maintain during the entire term of this Agreement, property damage insurance and general public liability insurance with adequate limits to protect both the Center and the County from liability, such limit being not less than \$1,000,000. The Center will provide the County with a Certificate of Insurance naming the County as an additional insured and evidencing the insurance coverage required herein.

2. The County will coordinate and cooperate with and assist the Center in implementing the Project, and specifically agrees to:

1) Respond in an expeditious manner to requests from the Center.

b. Provide the necessary coordination with the Department, FHWA and other appropriate federal and state agencies.

c. Process payments to the Center of reimbursements received from the Department for Project expenditures.

d. Cooperate with the Center and the Department in the audit of all project costs and records as required by the FHWA.

e. Take all reasonable actions required to obtain funding for the Project pursuant to the Enhancement Program in the Department's Six Year Improvement Program. The maximum amount of federal funds available pursuant to this Agreement for this Project is \$800,000.

3. All applicable federal, state and local regulations shall apply to all work performed on the Project including consultant services contracts and construction contracts.

4. Appendix A outlines the phases of work and general items to be administered by the Center. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

5. If designated by the Department, the Center is authorized to act as the Department's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the Code of Virginia, 1950, as amended.

6. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been appropriated. In the event the cost of the Project is anticipated to exceed the allocation shown for the Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however, the Department and the County shall not be obligated to provide additional funds beyond those appropriated and allocated.

7. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of the parties, nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

8. Nothing in this Agreement shall be construed as a waiver of the County's or the Commonwealth of Virginia's sovereign immunity.

9. Upon the execution of this Agreement by both parties and upon notification by the County that the Department approvals have been received, the Center will be authorized to commence with the Project.

10. This Agreement may be modified by written agreement with the mutual consent of the Center and the County.

11. This Agreement may be terminated by the County upon 30 days advance written notice. Eligible Project expenses incurred by the County through the date of termination shall be reimbursed by the Center. Upon termination, the Department shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the Department by the Center, in which case the Center will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

12. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns.

13. This Agreement replaces and supersedes the parties' "Agreement for Development and Administration of the Lewis and Clark Exploratory Center of Virginia," dated June 6, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**RESOLUTION ACCEPTING OFFER TO SELL
A CONSERVATION EASEMENT UNDER THE ACE PROGRAM**

WHEREAS, the County has received an offer to sell a conservation easement under the ACE Program from the owner of the following property:

Thurman, Thelma (Milton)	TM 94, Parcel 20A	108.400 acres
------------------------------------	-------------------	---------------

and;

WHEREAS, the owner offered to sell a conservation easement on the specified property to the County for a fixed purchase price, subject to terms and conditions set forth in the proposed deed of easement enclosed with the County's invitation to offer to sell, subject to any further revisions deemed necessary by the County Attorney and agreed to by the owner.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors hereby accepts the offer to sell a conservation easement for the property described above and authorizes the County Executive to execute all documents necessary for completing the acquisition.

BE IT FURTHER RESOLVED that the Board of Supervisors hereby directs the County Attorney to send a copy of this resolution to the owner of the property identified herein, or her contact person.

ATTACHMENT 9

The Board of County Supervisors of Albemarle County, Virginia, in regular meeting on the 11th day of May 2011, adopted the following resolution:

RESOLUTION

WHEREAS, the street(s) in **Hollymead Towncenter Subdivision**, as described on the attached Additions Form AM-4.3 dated **May 11, 2011**, fully incorporated herein by reference, is shown on plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle Board of County Supervisors requests the Virginia Department of Transportation to add the street(s) in **Hollymead Towncenter Subdivision**, as described on the attached Additions Form AM-4.3 dated **May 11, 2011**, to the secondary system of state highways, pursuant to §33.1-229, Code of Virginia, and the Department's Subdivision Street Requirements; and

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

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

* * * * *

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

- 1) **Town Center Drive (State Route 1719)** from 0.07 miles west of Route 29 to 0.49 miles west to Route 606, as shown on plat recorded in the office the Clerk of Circuit Court of Albemarle County in Deed Book 3801, page 616, and Deed Book 3323, page 740, with a 80-foot variable right-of-way width, for a length of 0.49 miles.

Total Mileage – 0.49

**RESOLUTION OF SUPPORT
OPPOSING INCREASES IN TRUCK WEIGHTS AND LENGTHS**

WHEREAS, the Albemarle County Board of Supervisors is concerned for the health, welfare and safety of the residents of the County of Albemarle and the City of Charlottesville and the conditions of its infrastructure; and

WHEREAS, the Board of Supervisors is concerned that attempts are being made at the federal level to increase the size, weight and allowable number of trailers beyond the capacity of existing road infrastructure; and

WHEREAS, bigger and heavier trucks cause greater acceleration of the deterioration of our roads and bridges putting further pressure on local taxpayers to fund regional infrastructure; and

WHEREAS, the investments in our County, City, State and Federal road systems have not kept up with increased traffic levels; current funding for roads and bridges across all government levels in the state is inadequate; and investments by local governments have been curbed by cuts in local government aide, municipal state aide, county state aide and a shrinking state truck highway fund; and

WHEREAS, the Board of Supervisors strongly opposes all legislation that attempts to shift costs and liability of private businesses on to local governments and threatens the general safety of those who live in Albemarle County;

NOW, THEREFORE BE IT RESOLVED, that the Albemarle County Board of Supervisors supports HR 1574 the Safe Highways and Infrastructure Preservation Act and opposes any legislation increasing truck and weight size beyond the capacity of our road systems and putting our roads and bridges at risk of increased damage or deterioration.

LEASE AMENDMENT

THIS LEASE AMENDMENT is made this 25th day of March 2011 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the FIELD SCHOOL OF CHARLOTTESVILLE, Tenant.

WHEREAS, Landlord and Tenant entered into a Lease Agreement (the "Lease Agreement") dated February 8, 2010 for the lease of a portion of the Old Crozet Elementary School; and

WHEREAS, Landlord and Tenant desire to amend the Lease Agreement;

NOW, THEREFORE, Landlord and Tenant, for the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. A third paragraph of Section 4.1 Annual Rent of the parties' Lease is hereby included to read as follows:
"Should additional square footage be added to the *Premises* during any term of this lease, the total rent will be increased by the product of multiplying the additional square footage by the base rental rate for the term during which the additional square footage is to be added and prorated for the number of months remaining in that term. The base rental rate is defined as the then-current total rent for the term during which the additional square footage is to be added divided by the then-current gross square feet for the term during which the additional square footage is to be added."
2. Effective July 1, 2011, the attached Exhibit A, page A-la shall be included in the previously attached Exhibit A to the parties' Lease, and shall amend the Premises to be leased.

In all other respects, the parties' Lease shall remain in full force and effect as previously executed.

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

TENANT

FIELD SCHOOL OF CHARLOTTESVILLE

By: Todd H. Barnett
Title: Head of School

LANDLORD

This Lease Amendment is executed on behalf of the County of Albemarle by Thomas C. Foley, County Executive, following approval thereof by the Albemarle County Board of Supervisors.

COUNTY OF ALBEMARLE, VIRGINIA

By: Thomas C. Foley
Title: County Executive

TM 131-81A and 130A2-76

PREPARED BY: St. John, Bowling, Lawrence & Quagliana, LLP

This **DEED OF EASEMENT**, made this 25th day of March, 2011 by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, ("Grantor"), and the **ALBEMARLE COUNTY SERVICE AUTHORITY (the "ACSA")**, ("Grantee"), whose address is 168 Spotnap Road, Charlottesville, Virginia 22911.

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR (\$1.00), receipt of all of which is hereby acknowledged, the Grantor does hereby GRANT and CONVEY with GENERAL WARRANTY of TITLE unto the Albemarle County Service Authority a perpetual right of way and easement to construct, install, maintain, repair, replace and extend one or more sewer lines consisting of pipes and appurtenances thereto, over, under and across the real property of the Grantors located in Albemarle County, Virginia, the location of the easement granted and the boundaries of the property being more particularly described on the following plat: A (9,972 sq. ft.) 20' permanent sanitary sewer line easement, shown and described on plat of Lincoln Surveying, dated January 6, 2011, a copy of which is attached hereto as Exhibit A (the "Plat"), as it crosses property of the Grantor shown and described on the Plat and acquired by the Grantor by the instrument recorded in the Office of the Clerk of the Circuit Court of Albemarle County, Virginia, in Deed Book 763, Page 1; Deed Book 739, Page 150; and Deed Book 1078, Page 477.

Reference is made to the Plat, a copy of which is attached hereto to be recorded herewith, for the exact location and dimension of the permanent easement hereby granted and the property over which the same crosses.

As part of the easement the ACSA shall have the right to enter upon the above described property within the easement for the purpose of installing, constructing, maintaining, repairing, replacing and extending a sewer line and appurtenances thereto, within such easement and the right of ingress and egress thereto as reasonably necessary to construct, install, maintain, repair, replace and extend such sewer line. If the ACSA is unable to reasonably exercise the right of ingress and egress over the right-of-way, the ACSA shall have the right of ingress and egress over the property of Grantor adjacent to the right-of-way.

Whenever it is necessary to excavate earth within such easement, the ACSA agrees to backfill such excavation in a proper and workmanlike manner so as to restore surface conditions to the same condition as prior to excavation, including restoration of such paved surfaces as may be damaged or disturbed as part of such excavation.

Grantor, its respective successors or assigns, agree that no new trees, shrubs, fences, buildings, overhangs or other improvements or obstructions shall be placed within the easement conveyed herein.

The easement provided for herein shall include the right of the ACSA, to cut any trees, brush and shrubbery, remove obstructions and take other similar action reasonably necessary to provide economical and safe sewer line installation, operation and maintenance. The ACSA shall have no responsibility to the Grantor, its successors or assigns, to replace or reimburse the cost of said trees, brush, shrubbery and obstructions that are removed or otherwise damaged.

The facilities constructed by ACSA within the permanent easement shall be the property of the ACSA which shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations and connections to or extensions of its facilities within the boundaries of the permanent easement as are consistent with the purposes expressed herein.

The ACSA further VACATES and ABANDONS an existing sanitary sewer easement, recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 1056, Page 124, shown and described on the Plat as it crosses property of the Grantor.

The County, acting by and through its County Executive, duly authorized by action of the Albemarle County Board of Supervisors on May 11, 2011, does hereby convey the interest in real estate made by this deed.

WITNESS the following signatures and seals:

**PLAT SHOWING A
15' GAS LINE EASEMENT
ON A PORTION OF
TAX MAP 46 PARCEL 5A
LOCATED ON U.S. ROUTE 29
RIO DISTRICT
ALBEMARLE COUNTY, VIRGINIA**
FEBRUARY 28, 2011
REVISED: MARCH 31, 2011

TITLE REFERENCES FOR
TMP 46-5A:
COUNTY OF ALBEMARLE
401 MCINTIRE ROAD
CHARLOTTESVILLE, VA 22902
D.B. 3997 P. 637, 641 PLAT
D.B. 3704 P. 460, 463 PLAT
D.B. 3009 P. 96

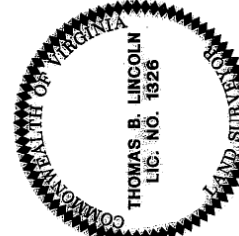
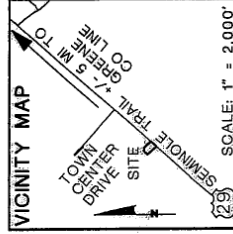
THIS SURVEY WAS PREPARED WITHOUT
THE BENEFIT OF A TITLE REPORT.

TAX MAP 46 PARCEL 5A IS WITHIN POWELL CREEK
WATERSHED DISTRICT.
ANY STREAM BUFFER(S) SHOWN HEREON SHALL BE
MANAGED IN ACCORDANCE WITH THE WATER
PROTECTION ORDINANCE OF ALBEMARLE COUNTY.
THIS PROPERTY LIES IN AN AREA DESIGNATED AS ZONE X
(AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL
CHANCE FLOODPLAIN) AS SHOWN ON MAPS BY THE FEDERAL
EMERGENCY MANAGEMENT AGENCY.
DATED: FEBRUARY 4, 2005

THE INTENT OF THE NEW 15' GAS LINE EASEMENT SHOWN
HEREON IS THAT IT IS TO BE CENTERED ON THE ASBUILT
LOCATION OF THE GAS LINE AND ALL OF ITS
APPURTENANCES.

TAX MAP 46 PARCEL 5A IS ZONED:
PLANNED DEVELOPMENT MIXED COMMERCIAL
SOME EASEMENTS OTHER THAN THOSE
SHOWN HEREON MAY EXIST.

I HEREBY CERTIFY THAT THIS EASEMENT
PLAT, TO THE BEST OF MY PROFESSIONAL
KNOWLEDGE AND BELIEF, IS CORRECT AND
COMPLIES WITH THE MINIMUM PROCEDURES
AND STANDARDS ESTABLISHED BY THE VIRGINIA
STATE BOARD OF ARCHITECTS, PROFESSIONAL
ENGINEERS, LAND SURVEYORS, CERTIFIED
LANDSCAPE ARCHITECTS AND INTERIOR DESIGNERS.
I ALSO CERTIFY THAT THE BOUNDARY SHOWN
HEREON IS BASED ON A CURRENT FIELD SURVEY.



COUNTY OF ALBEMARLE _____ DATE _____

NOTARY PUBLIC:

STATE OF _____
CITY/COUNTY OF _____
THE FOREGOING WAS ACKNOWLEDGED
BEFORE ME THIS ____ DAY OF _____
20____ BY _____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

COUNTY APPROVAL:

AGENT OF THE BOARD OF _____ DATE _____
SUPERVISORS

LINCØLN
SURVEYING
Innovation. Integrity. Vision.
632 BERKMAR CIRCLE
CHARLOTTESVILLE, VIRGINIA 22901
OFFICE: 434-974-1417

COMMERCIAL LEASE

THIS LEASE AGREEMENT is made as of this 1st day of April, 2011, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA** and the **COUNTY OF ALBEMARLE, VIRGINIA**, both political subdivisions of the Commonwealth of Virginia (hereinafter "Lessors"), and **SILVERCREST ASSET MANAGEMENT GROUP, LLC** (hereinafter "Lessee").

WITNESSETH:

WHEREAS, the Lessors are the owners of the Premises described herein, and represent that they have clear and unencumbered title to said Premises and are able to lease the same and deliver possession of the Premises to the Lessee upon the Commencement Date as set forth herein; and

WHEREAS, the Lessee is currently in possession of the Premises pursuant to an Assignment of Lease dated August 1, 2005 and desires to continue to lease the Premises for use as commercial office space; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereby agree as follows:

1. **LEASED PREMISES.** The leased premises, herein referred to as the "Premises", shall be all the property identified as Parcel 111 on City Real Property Tax Map 53, including the building containing approximately 6,218 square feet and commonly known as the Jessup Building, 614 East High Street, and labeled as "Town Hall Two" on the attached Site Plan (Attachment A), together with the parking area hereinafter designated. The property lies between East High Street and Jefferson Street, and on the west side of 7th Street, N.E. in the City of Charlottesville.

The designated parking area shall include ten (10) individual parking spaces.

2. **TERM.** The Term of this Lease shall be for a period of five (5) years, beginning July 1, 2010 ("Commencement Date") and terminating at midnight on June 30, 2015. This Lease may be terminated effective on or after June 30, 2014 upon joint agreement of the Lessors, provided the Lessors provide written notice of such termination to the Lessee at least one (1) year prior to the effective date of termination
3. **RENT.** (A) The "Base Monthly Rent" for the Premises shall be Seven Thousand Four Hundred Fifteen and 00/100 Dollars (\$7,415). Said rent is payable in advance in monthly installments on the first day of each successive month of the lease term commencing on July 1, 2010. If such monthly rental payment is not received by Lessors on or before the fifth (5th) day of the month in which it is due, Lessee shall pay Lessors a late charge in addition to the monthly rental of five percent (5%) of such late monthly rental payment(s). All payments shall be made to Lessors at the address specified herein.

(B) Lessee and Lessors agree that the Base Monthly Rent for each twelve-month period following the initial twelve months of the Lease shall equal the amount of Base Monthly Rent payable during the previous period, increased by the "Rent Increase Percentage". The Rent Increase Percentage shall mean the greater of (i) the percentage increase of the Consumer Price Index for All Urban Consumers for All Items [CPI-U (1982-1984=100)] that occurred during the preceding twelve months; or (ii) three percent (3%) of the Base Monthly Rent payable during the previous period. The Lessors shall notify the Lessee of the Rent Increase Percentage and the net adjusted amount of the annual Rent no less than thirty (30) days prior to the effective date of the Rent increase. Failure to notify will not result in abatement of the increase, and the increased rate shall be due and payable notwithstanding failure to notify per the above terms.

(C) The Lessees agree to pay "Additional Monthly Rent" during the term of this lease, as recompense to the Lessors for rent in arrears from the previous lease. The Lessee agrees to reimburse the Lessors a total of Twenty-Eight Thousand Nine Hundred Fifteen Dollars and 00/100 (\$28,915) in equal monthly installments, beginning with the first full month following the execution of this Lease by all parties through and including June 30, 2015, as Additional Monthly Rent. This Additional Monthly Rent will be due each month, and will be subject to the terms and conditions regarding late payment as defined for the Base Monthly Rent. Should either party terminate this lease in advance of the expected termination date, the Lessee agrees to pay the remaining balance of the debt owed as a condition of the fulfillment of its obligation.

4. **SECURITY DEPOSIT.** Lessors have received a security deposit from lessee in the amount of Four Thousand, One Hundred and Sixty-Six and 00/100 Dollars (\$4,166.00) as security for the full and faithful performance by Lessee of every provision, covenant and condition of this Lease, including without limitation the surrender of possession of the Premises to Lessors as herein provided. If Lessors apply any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessors the amount so applied so that Lessors shall have the full deposit on hand at all times during the term of the Lease. At the termination of this Lease, in the event that Lessee shall fully and faithfully comply with every provision, covenant and condition of this Lease, such security deposit or any balance of it shall be returned to Lessee within thirty (30) days after expiration or earlier termination (without default of Lessee) of the Lease and delivery of possession of the Premises to the Lessors. Acceptance of the security deposit by Lessors does not constitute any waiver of damages that may exceed the amount of the security deposit or any waiver of any other rights the Lessors may have against the Lessee, at law or in equity, by reason of Lessee's default, and in the event of damages suffered by Lessors by reason of Lessee's default, that exceed the amount of the security deposit, Lessors shall be entitled to such additional damages directly attributable to Lessee's use of the Premises.
5. **REAL PROPERTY TAXES.** Throughout the term of this Lease Lessee shall pay all real property taxes lawfully assessed against its leasehold interest by the City of Charlottesville pursuant to Virginia Code § 58.1-3203. In the event that the taxing authority of the City of Charlottesville determines that the Premises is not eligible for an exemption from real property taxation pursuant to Virginia Code § 58.1-3603, Lessee shall within thirty (30) days of receipt of written notice and proof of payment by Lessors, reimburse Lessors for the amount of real property taxes each has paid as an owner of the Premises.
6. **USE.** Lessee shall use and occupy the Premises for general office purposes in the conduct of its business and shall not use the Premises for activities that would in any way violate any law or requirement of any public authority, cause structural damage to the improvements, interfere with the normal operation of the utility systems, cause undue noise or disturbance to neighboring properties or alter the exterior of the building. Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing or device.
7. **QUIET ENJOYMENT.** Lessors covenant that, upon payment of rent and conditioned upon performance of all of the covenants and conditions of this Lease, the Lessee shall peacefully and quietly have, hold and enjoy the said leased Premises for the term aforesaid.
8. **CONDITION OF PREMISES/CARE AND MAINTENANCE.** (A) Except as may be expressly provided otherwise herein, Lessee accepts said premises and fixtures therein, if any, in their present condition and agrees to keep said premises and fixtures in a good clean condition; to commit no waste thereon; to obey all laws and ordinances affecting said Premises; and at termination hereof to surrender the premises and fixtures in like condition as when taken, reasonable wear and tear excepted.

(B) Lessee shall be responsible for all routine and ordinary interior and exterior maintenance and repairs to the building and Premises during the term of the Lease, except that Lessors will be responsible for the maintenance, repair and replacement of the heating, ventilation and air conditioning system;

Any extraordinary repairs or replacements, including but not limited to repair or replacement to the roof, shall be performed by the Lessors, "extraordinary" being defined as those non-routine repairs or replacements with a life expectancy longer than the term of this lease.

9. **ALTERATIONS.** Lessee shall not, without first obtaining the written consent of the Lessors, make any alterations, additions, or improvements in, to or about the Premises, without the express written consent of the Lessors. The Lessors' written consent will not be unreasonably withheld for any alterations, additions or improvements Lessee deems necessary or convenient to its use of the Premises for its intended purpose. Any permanent fixtures shall become the property of the Lessors upon termination of the Lease. Lessee shall be entitled to make improvements and additions to the existing gardens on the Premises. All alterations shall be in accordance with applicable law, regulations and codes, including but not limited to the applicable building codes and the City of Charlottesville's zoning ordinance. Any changes to the exterior appearance of the building shall not be made until the Lessee has obtained a certificate of appropriateness from the City's Board of Architectural Review or, on appeal, City Council.
10. **ORDINANCES AND STATUTES.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.
11. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease or sublet any portion of the Premises without the prior written consent of the Lessors, which consent may be withheld for any reason or for no reason, or which may be conditioned in any way Lessors choose. Any such assignment or subletting without consent shall be void and the Lessors, at their option, may terminate this Lease.
12. **UTILITIES.** Lessee shall provide and pay all charges incurred by Lessee for utilities, including gas, electricity, water, sanitary sewer and trash disposal services incurred by Lessee during the term of this Lease. Lessee shall be responsible for the costs of any telephone, cable television and internet services to the Premises. Lessors may interrupt or suspend the supply of any utility service to the Premises in order to make any necessary repairs or perform any maintenance for which Lessors are responsible so long as Lessors shall pursue with reasonable diligence the completion of the work. No such interruption shall exceed a period of five (5) days without prior consent of Lessee. If such interruption is necessary, Lessors shall give Lessee prior written notice of the dates and times of the contemplated interruption and shall cooperate with Lessee in order to minimize any inconvenience to Lessee.
13. **ENTRY AND INSPECTION:** Lessees shall permit Lessors or Lessors' agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessors at any time within sixty (60) days prior to the expiration of this Lease to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.
14. **INSURANCE.** Lessee shall obtain and maintain in full force and effect during the term hereof renter's insurance, including fire and extended coverage insurance, to cover its property and operations within the Premises, and general liability insurance with policy limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate and not less than One Hundred Thousand Dollars (\$100,000.00) with respect to property damage resulting from any one occurrence. The Lessee's general liability insurance policy shall name the City of Charlottesville and the County of Albemarle as additional insureds as it pertains to the Premises. A certificate evidencing that the Lessors have been named as additional insureds shall be provided to the City of Charlottesville as fiscal agent for Lessors. The Lessors, at their sole expense, shall adequately insure the building for fire, casualty, hazard and liability.
15. **INDEMNIFICATION.** (A) Lessee agrees to indemnify and hold harmless Lessors and their officials, officers, agents and employees from and against any and all claims, losses, liabilities, damages and expenses which arise from Lessee's possession, use, occupation, management, repair, maintenance or control of the Premises, or any portion thereof, which arise from any negligent or wrongful act or omission of Lessee or Lessee's agents, employees, licensees, or invitees, or result

from any default, breach, violation or nonperformance of this Lease or any provision of this Lease by Lessee. Lessee shall, at its own cost and expense, defend any and all actions, suits or proceedings which are brought against Lessors with respect to the foregoing. Lessee shall pay, satisfy and discharge any and all judgments, orders and decrees which may be recovered against Lessors as a result of the foregoing. Lessors shall fully cooperate in the defense of any such actions, suits or proceedings.

(B) Lessors shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, oil, rain, ice, snow, or any leak or flow from or into any part of the Premises or the building of which the same is a part, or for any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury is caused by the negligent act or omission of the Lessors or either of them; and, notwithstanding the foregoing or any other provision of this Lease, Lessors shall not be liable to Lessee or any insurance company insuring Lessee for any loss or damage to Lessee's personal property within the Premises or on Lessors' property which was covered by fire and extended coverage insurance.

16. **EMINENT DOMAIN.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the Premises shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for relocation expenses.
17. **DAMAGE BY FIRE OR OTHER CASUALTY.** If all or any portion of the Premises shall be damaged or destroyed by fire or other casualty, this Lease shall not be terminated or otherwise affected unless Lessors decide not to replace, repair or rebuild in accord with the following provisions. Lessee hereby waives any and all rights to terminate this Lease by reason of damage to the Premises by fire or other casualty pursuant to any presently existing or hereafter enacted statute or pursuant to any other law. In the event of any damage to the Premises by fire or other casualty which renders the premises unfit for Lessee's purposes, in whole or in part, there shall be an abatement of the rent payable hereunder during the period of such condition for so long as Lessee is not engaged in the conduct of its business operations in the Premises to substantially the same extent as that prior to said casualty and only to that extent which the Premises are rendered unusable, *pro rata*. If all or any portion of the Premises is damaged or destroyed by fire or other casualty, then all insurance proceeds under the policies referred to in the preceding paragraphs hereof that are payable to Lessee on account of any such damage by fire or other casualty shall be paid to the Lessors or made available for the payment for repair, replacement, or rebuilding, and the Lessors may elect as soon as practical after the damage has occurred, but no later than twenty (20) days thereafter, whether or not to repair or rebuild the Premises or any such portion thereof to its condition immediately prior to such occurrence; provided, however, that the foregoing provisions shall not require the Lessor to repair or rebuild any part of the Premises, or of Lessee's fixtures, equipment or appurtenances not constituting a part of the Premises owned by Lessors. In any event, Lessors shall provide Lessee written notice of its decision either to elect to or refuse to replace or rebuild said Premises within the aforesaid twenty (20) day period. If Lessors elect not to replace or rebuild then said Lease shall be deemed terminated thirty (30) days following the occurrence causing said damage. If at the time of Lessors' election to replace or rebuild, Lessors do not agree in writing to complete the repair or rebuilding within ninety (90) days after the election is made, or within a reasonable period if ninety (90) days is unreasonable under the circumstances in light of the nature and extent of the damages, Lessee shall have the option to terminate this Lease by written notice to Lessors within fifteen (15) days after Lessors' election.
18. **DEFAULT PROVISIONS.** (A) The following shall constitute events of default:
 - (1) Abandonment of the Premises;
 - (2) The default of seven (7) days in payment of rent or other sums due to Lessors hereunder;
 - (3) Breach of any of the covenants or conditions of this Lease continuing for more than fifteen (15) days following receipt of written notice thereof from Lessors to Lessee;

- (4) Dissolution or commencement of any proceedings to dissolve Lessee;
- (5) Termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors of all or any part of the property of the Lessee, or commencement of any proceedings under any bankruptcy or insolvency law by or against Lessee.

No failure on the part of the Lessors to enforce any covenant or provision herein, nor the waiver of any right hereunder by Lessors, shall discharge or invalidate such covenant or provision or any other covenant, condition or provision hereof, or affect the right of the Lessors to enforce the same in the event of subsequent breach or default.

(B) **REMEDIES ON DEFAULT.** Upon the occurrence of any event of default, Lessors shall have the right, then or at any time thereafter while such event of default shall continue, to terminate this Lease on not less than ten (10) days notice to Lessee. On the date specified in such notice the term of this Lease shall terminate, and Lessee shall then quit and surrender the Premises to Lessors, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessors, Lessors may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. In the event of default by Lessee, rentals received by Lessors following reentry shall be applied to liability of the Lessee resulting from said default.

(C) **LIABILITY OF TENANT ON DEFAULT.** If the Lessors rightfully terminate this Lease or reenters pursuant to the foregoing section, Lessee shall remain liable for the rent and all of the sums provided for in this Lease until the date this Lease would have expired had such termination not occurred and any and all expenses incurred by Lessors in reentering the Premises, repossessing the same, making good any default of the Lessee, and repairing any damage which may have resulted from Lessee's use of the Premises excepting normal wear and tear and the expense which Lessors may incur in obtaining a new tenant. Lessee agrees to pay to Lessors the amount of the foregoing liability with respect to each month during the term of this Lease, all of which shall be accelerated upon any default. In the event of default, and in addition to the foregoing, Lessee shall pay Lessors all costs incurred, including reasonable attorney's fees with respect to any collection efforts, suit, or action taken or instituted by Lessors against Lessee to enforce the provisions of this Lease provided the Lessors substantially prevail.

(D) **LIQUIDATED DAMAGES.** If Lessors rightfully terminate this Lease pursuant to the foregoing, Lessors shall have the right at any time, at their option, to require Lessee to pay to Lessors, on demand, as liquidated and agreed final damages in lieu of Lessee's liability hereinbefore provided, the rent and all of the charges which would have been payable from the date of such demand to the date when this Lease would have expired if it had not been terminated. If the Premises have been relet for all or part of the remaining balance of the term by Lessors after default by Lessee, the amount of said rent shall be credited against any liquidated damages. Upon payment of any such liquidated and agreed final damages, Lessee shall be released from all further liability under this Lease.

19. **RIGHT OF LESSORS TO CURE LESSEE'S DEFAULT.** If Lessee shall fail to keep or perform any of its obligations as provided in this Lease, then Lessors may, upon the continuance of such failure on Lessee's part for fifteen (15) days after receipt of written notice from Lessors to Lessee and without waiving or releasing Lessee from any obligations, and as an additional but not exclusive remedy, make such payment or perform any such obligation and all sums so paid by Lessors and all necessary and incidental costs and expenses incurred by Lessors in making such payment or performing such obligation together with interest thereon at the judgment rate of interest, from time to time as provided by the Code of Virginia, shall be paid by Lessee to Lessors on demand, or at Lessors' option may be added to any installment of rent thereafter falling due.
20. **ATTORNEY'S FEES.** In the event that suit is brought by either party in furtherance of its rights under this Lease, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
21. **WAIVER.** No failure of Lessors to insist upon the strict performance of any term or provision of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Lessors of full or partial rent during the continuance of any such breach, shall constitute a waiver of

any such breach or of any such term or provision of this Lease. Any waiver by Lessors must be by a written instrument executed by Lessors clearly describing the waiver and its extent.

22. **SURRENDER OF LEASED PREMISES**. Upon the expiration or other termination of the term of this Lease, Lessee shall quit and surrender the Premises in good order, repair, and in clean condition, and shall remove all of its property therefrom, except as otherwise provided in this Lease.
23. **ESTOPPEL CERTIFICATE**. Lessee shall, without charge therefore, at any time and from time to time, within ten (10) days after receipt of a written request by Lessors, execute, acknowledge and deliver to Lessors a written estoppel certificate certifying to Lessors or any purchaser of the Premises, or any other person designated by Lessors, as of the date of such certificate, to be prepared at Lessors' expense, stating whether or not Lessee is in possession of the Premises; whether or not this Lease is unmodified and in full force and effect; whether or not there are then existing any setoffs or defenses against the enforcement of any right or remedy of Lessors known to Lessee at that time; the dates, if any, to which any rent or other charges have been paid in advance; that Lessee has no knowledge of any then uncured defaults on the part of the Lessors under this Lease or if Lessee has knowledge of any such uncured defaults, specifying the same; that Lessee has no knowledge of any event having occurred that authorizes the termination of this Lease by Lessee; and the address to which notices to Lessee should be sent. Further, Lessors agree to provide an estoppel certificate covering the same items to Lessee or other person designated by Lessee without charge, within ten (10) days of Lessee's request for the same.
24. **NOTICES**. Any notice which either party may or is required to give shall be given by mailing the same, postage prepaid, to the following and, unless otherwise provided for herein, shall be deemed given as of the date postmarked in the United States mail to the following addresses or at such other addresses as are specified by written notice delivered in accordance herewith.

To Lessee: Russell J. Bell
 Managing Director
 Silvercrest Asset Management Group LLC
 614 East High Street
 Charlottesville, VA 22902

To Lessors: City of Charlottesville, Virginia
 City Hall, 601 East Market Street
 P.O. Box 911
 Charlottesville, VA 22902
 Attn: City Manager

and

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

with a copy to: Charlottesville City Attorney
 City Hall, 601 East Market Street
 P.O. Box 911
 Charlottesville, VA 22902

and

 Albemarle County Attorney
 County Office Building
 401 McIntire Road
 Charlottesville, VA 22902

25. **HEIRS, ASSIGNS AND SUCCESSORS.** This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
26. **SUBORDINATION.** This Lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
27. **NONAPPROPRIATION.** This Lease is subject to the approval, ratification and annual appropriations by the City of Charlottesville City Council and the County of Albemarle Board of Supervisors of the necessary money to fund the obligations of the Lessors under the Lease for succeeding fiscal years. Should either or both of the governing bodies fail to appropriate necessary funding, the Lessors shall promptly give notice of such nonappropriation to Lessee and either party may terminate this Lease without incurring any penalty, liability or additional costs whatsoever, other than the rent due for the month in which the Lessees vacate the Premises and the balance of monies owed in Additional Monthly Rent.
28. **COMMISSIONS.** Lessors and Lessee agree that no real estate agent or company has provided services in connection with this Lease.
29. **ENTIRE AGREEMENT AND AMENDMENTS.** This Lease represents the entire agreement between the parties, and may only be amended by written addendum executed by authorized representatives of both the Lessors and the Lessee.
30. **APPLICABLE LAW.** This Lease shall be governed by the laws of the Commonwealth of Virginia.
31. **FISCAL AGENT.** The City of Charlottesville shall serve as the Fiscal Agent for the Lessors under this Lease, and shall be the initial payee of all rents or other monies due.

WITNESS the following authorized signatures and seals, all as of the day and year first herein above written.

ORDINANCE NO. 11-15(1)

AN ORDINANCE TO AMEND CHAPTER 15, TAXATION, ARTICLE VII, REAL ESTATE EXEMPTION FOR CERTAIN ELDERLY AND DISABLED PERSONS, 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 15, Taxation, Article VII, Real Estate Exemption for Certain Elderly and Disabled Persons, is hereby amended and reordained as follows:

By Amending:

Sec. 15-702 Definitions
Sec. 15-705 Amount of exemption

CHAPTER 15. TAXATION

ARTICLE VII. REAL ESTATE TAX EXEMPTION FOR CERTAIN ELDERLY AND DISABLED PERSONS

Sec. 15-702 Definitions.

The following definitions shall apply in the interpretation and enforcement of this article:

(1) *Dwelling*. The term “dwelling” means a building occupied as a residence.

(2) *Income*. The term “income” means the total gross income from all sources comprising the amount of money received on a regular basis which is available to meet expenses, regardless of whether a tax return is actually filed, the money is taxable or deductible from the taxpayer’s income tax return.

(a) Income shall include: (i) retirement payments, including the portion that represents the contribution of the retiree; (ii) nontaxable social security retirement benefits; (iii) disability payments; and (iv) rental income.

(b) Income shall not include: (i) life insurance benefits; (ii) receipts from borrowing or other debt; and (iii) social security taxes taken out of the pay of a retiree.

(c) The income of a self-employed person received from the business shall be the gross income of the business, less the expenses of the business.

(3) *Manufactured home*. The term “manufactured home” means a structure subject to federal regulation which is transportable in one or more sections; is eight (8) body feet or more in width and forty body feet or more in length in the traveling mode, or is three hundred twenty (320) or more square feet when erected on site; is built on a permanent chassis; is designed to be used as a single-family dwelling, with or without a permanent foundation, when connected to the required utilities; and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure.

(4) *Net combined financial worth*. The term “net combined financial worth” means the net present value of all assets, including equitable interests, and liabilities, both as of December 31 of the immediately preceding calendar year, of the owners, and of the spouse of any owner of the dwelling. The term “net combined financial worth” shall not include: (i) the value of the dwelling and the land, not exceeding ten acres, upon which it is situated; (ii) the value of furniture, household appliances and other items typically used in a home; and (iii) the outstanding balance of any mortgage on the subject property, except to the extent that the subject property is counted as an asset.

(5) *Owning title or partial title.* The term “owning title or partial title” means owning the usufruct, control or occupation of the real estate, whether the interest therein is in absolute fee or is in an estate less than a fee, such as the holding of a life estate.

(6) *Permanently and totally disabled person.* The term “permanently and totally disabled person” means a person who is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment or deformity which can be expected to result in death, or can be expected to last for the duration of such person's life.

(7) *Real estate.* The term “real estate” includes manufactured homes.

(8) *Relative.* The term “relative” means any person who is a natural or legally defined offspring, spouse, sibling, grandchild, grandparent, parent, aunt, uncle, niece, or nephew of the owner.

(9) *Taxable year.* The term “taxable year” means the calendar year for which the exemption is claimed.

(10) *Total combined income.* The term “total combined income” means the income received from all sources during the preceding calendar year, without regard to whether a tax return is actually filed, by (i) the owners of the dwelling who use it as their principal residence, (ii) the owners' relatives who live in the dwelling, and (iii) nonrelatives of the owner who live in the dwelling except for bona fide tenants or bona fide paid caregivers of the owner. Income shall include only those sources of gross income that are subject to tax under federal income tax laws, regulations, rules, or policies. The following amounts shall be excluded from the calculation of total combined income:

(a) The first sixty-five hundred dollars (\$6500.00) of income of each relative who is not the spouse of an owner living in the dwelling and who does not qualify for the exemption provided by subdivision 9 c hereof.

(b) The first seventy-five hundred dollars (\$7500.00) of income for an owner who is permanently disabled.

(c) If a person otherwise qualifies for the exemption and if the person can prove by clear and convincing evidence that the person's physical or mental health has deteriorated to the point that the only alternative to permanently residing in a hospital, nursing home, convalescent home or other facility for physical or mental care is to have a relative move in and provide care for the person, and if a relative does move in for that purpose, then none of the income of the relative or of the relative's spouse shall be counted towards the income limit, provided that the owner of the dwelling has not transferred assets in excess of five thousand dollars (\$5,000.00) without adequate considerations within a three (3) year period prior to or after the relative moves into the dwelling.

(2-15-73; 3-20-75; 11-9-77; 8-13-80; Ord. of 12-19-90; Ord. of 4-7-93; Code 1988, § 8-23; Ord. 98-A(1), 8-5-98; Ord. 03-15(2), 11-5-03; Ord. 05-15(4), 12-7-05, effective 1-1-06; Ord .07-15(1), 10-3-07, effective 1-1-08)

State law reference--Va. Code §§ 36-85.3, 58.1-3210, 58.1-3212, 58.1-3217.

Sec. 15-705 Amount of exemption.

The exemption established by this article shall apply only to the real property taxes for the qualifying dwelling and the land, not exceeding ten acres, upon which it is situated. The amount of the exemption for any taxable year shall be as follows:

Percentage of Real Estate Tax Exempted

		Net Combined Financial Worth		
		\$0 to \$100,000	Over \$100,000 to \$150,000	Over \$150,000 to \$200,000
Total Combined Income	\$0 to \$30,000	100.0%	90.0%	80.0%
	Over \$30,000 to \$50,000	70.0%	60.0%	50.0%
	Over \$50,000 to \$69,452	40.0%	30.0%	20.0%

(2-15-73; 11-9-77; 8-13-80; Ord. of 12-19-90; Ord. of 4-7-93; Code 1988, § 8-27; Ord. 98-A(1), 8-5-98; Ord. 00-15(2), 9-20-00; Ord. 04-15(2), 12-1-04; Ord. 06-15(3), adopted 11-1-06, effective 1-1-07; Ord. 07-15(1), 10-3-07, effective 1-1-08)

State law reference--Va. Code § 58.1-3212.

ORDINANCE NO. 11-15(2)

AN ORDINANCE TO AMEND CHAPTER 15, TAXATION, ARTICLE XVI, PROPERTY EXEMPTED FROM TAXATION, 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 15, Taxation, Article XVI, Property Exempted From Taxation, is hereby amended and reordained as follows:

By Adding:

Sec. 15-1603 Exemption from taxes on property for disabled veterans; Application for exemption.

CHAPTER 15. TAXATION

ARTICLE XVI. PROPERTY EXEMPTED FROM TAXATION

Sec. 15-1603 Exemption from taxes on property for disabled veterans; Application for exemption.

A. Pursuant to Article X, Section 6-A of the Constitution of Virginia, and for tax years beginning on or after January 1, 2011, the following real property, including such joint real property of husband and wife, of any veteran who has been rated by the U.S. Department of Veterans Affairs or its successor agency pursuant to federal law to have a 100 percent service-connected, permanent, and total disability, and who occupies the real property as the veteran's principal place of residence, shall be exempt from taxation:

- (i) the qualifying dwelling, and
- (ii) the land, not exceeding ten acres, upon which said dwelling is situated.

B. The surviving spouse of a veteran eligible for the exemption set forth in this section shall also qualify for the exemption, so long as the death of the veteran occurs on or after January 1, 2011, the surviving spouse does not remarry, and the surviving spouse continues to occupy the real property as the spouse's principal place of residence.

C. The veteran or surviving spouse claiming the exemption under this section shall file with the director of finance or his designee, on forms to be supplied by the county, an affidavit or written statement (i) setting forth the name of the disabled veteran and the name of the spouse, if any, also occupying the real property, (ii) indicating whether the real property is jointly owned by a husband and wife, and (iii) certifying that the real property is occupied as the veteran's principal place of residence. The veteran shall also provide documentation from the U.S. Department of Veterans Affairs or its successor agency indicating that the veteran has a 100 percent service-connected, permanent, and total disability. The veteran shall be required to refile the information required by this section only if the veteran's principal place of residence changes. In the event of a surviving spouse of a veteran claiming the exemption, the surviving spouse shall also provide documentation that the veteran's death occurred on or after January 1, 2011.

State law reference -- §§ 58.1-3219.5, 58.1-3219.6

**RESOLUTION TO PARTICIPATE IN
VIRGINIA DEPARTMENT OF TRANSPORTATION
REVENUE SHARING PROGRAM FOR FISCAL YEAR 2012**

WHEREAS, the County of Albemarle desires to submit an application for up to \$1.5 million of revenue sharing funds through the Virginia Department of Transportation Fiscal Year 2011/12 Revenue Sharing Program; and

WHEREAS, the County is willing to commit a \$1.5 million in match in order to compete for a Revenue Sharing Program award; and

WHEREAS, these funds are requested to fund the replacement of the Broomley Road (Rt. 678) Bridge over the Buckingham Railroad.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby commits to provide \$1.5 million of matching funds in its application for up to \$1.5 million 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.

CONDITIONS OF APPROVAL

SP-2010-00010. Ivy Creek United Methodist Church

1. Development and use shall be in general accord with the conceptual plan titled "Special Use Permit "Ivy Creek United Methodist Church Overall Layout and Grading" prepared by Terra Engineering and Land Solutions, PC and dated (last revised) February 3, 2011 (hereafter "Conceptual Plan"), as determined by the Director of Planning and the Zoning Administrator. To be in general accord with the Conceptual Plan, development and use shall reflect the following major elements within the development essential to the design of the development, as shown on the Conceptual Plan
 - *limits of disturbance*
 - *location of buildings and structures*
 - *location of parking areas, except that the parking area may be modified to allow for the preservation of large trees*
 - *permanently closing driveway closest to cemetery*

Minor modifications to the plan, which do not conflict with the elements above, may be made to ensure compliance with the Zoning Ordinance;
2. The area of assembly shall be limited to a maximum one thousand, six hundred (1,600) square feet;
3. All outdoor lighting shall be only full cut-off fixtures and shielded to reflect light away from all abutting properties. A lighting plan limiting light levels at all property lines to no greater than 0.3 foot candles shall be submitted to the Zoning Administrator or their designee for approval;
4. Removal of trees shall be limited to the trees designated for removal, as shown on the Conceptual Plan, and the minimum number of trees may be required to be removed by the Health Department for the septic system. Tree protection measures for remaining trees within the construction area including the alley, parking; Fellowship Hall building shall be required on the erosion and sediment control plan in accordance with the Virginia Erosion and Sediment Control Handbook. The tree protection measures shall be installed prior to any land disturbing activity prior to any land disturbing activity;
5. Approval of a site plan or site plan waiver shall be required;
6. Approval from the Health Department for the septic system and well shall be required prior to approval of an issuance of a building permit;
7. Construction of the new building, as identified on the conceptual site plan (Attachment A) shall commence on or before five years from May 11, 2016, or this special use permit shall be deemed abandoned and the authority granted hereunder shall be thereupon terminate; and
8. There shall be no day care center or private school on site without approval of a separate special use permit.

SP-2011-00006 Elks Farmers Market

1. Development and use shall be in general accord with the conceptual plan on Page 3 of the Plan entitled "Special Use Permit Elks Lodge" prepared by the applicant and dated 2-18-11 (hereafter "Conceptual Plan"), as determined by the Director of Planning and the Zoning Administrator;
2. The use shall operate only during the months of April through December of each year and only on Tuesdays and Saturdays; and
3. The hours of operation for sales at the Farmers Market shall not begin earlier than 3:00 p.m. and shall end not later than 7:00 p.m. on Tuesdays, and not begin earlier than 8:00 a.m. and shall not end later than 1:00 p.m. on Saturdays.

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of Albemarle County, Virginia, upon the recommendation of the County Executive, that Betty J. Burrell is hereby appointed the Director of Finance of Albemarle County effective June 13, 2011. Betty J. Burrell, as Director of Finance, shall serve at the pleasure of the Board and have all those powers and duties set forth in Section 15.2- 519 of the Code of Virginia and as otherwise provided by general law.