

ACTIONS
Board of Supervisors Meeting of October 2, 2013

October 3, 2013

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>	<u>PODCAST</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> • Meeting was called to order at 9:05 a.m., by the Chair, Ms. Mallek. All BOS members were present. Also present were Tom Foley, Larry Davis, Ella Jordan and Travis Morris. 		Listen
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> • Added for discussion process for handling proclamations. • ACCEPTED the final agenda. 		
<p>5. Brief Announcements by Board Members.</p> <ul style="list-style-type: none"> • Mr. Snow highlighted the ribbon cutting for the new Crozet Library. • Mr. Thomas stated that repairs to the roads in Belvedere are moving along. • Mr. Rooker announced that TJPDC will begin its search for a new director. • Mr. Boyd announced that the RWSA is in the process of rethinking the South Rivanna River Reservoir dredging project. <p><u>Mr. Craddock</u></p> <ul style="list-style-type: none"> • Commented on the James River Artisan Festival held in Scottsville this past weekend. • Invited people to come see the improvements to the Hatton Ferry which is open on weekends. The Ferry will be closing at the end of October. <p><u>Ms. Mallek:</u></p> <ul style="list-style-type: none"> • Mentioned an article in the NACo newsletter about the grants clearinghouse. • At its October 8th Fall general meeting, the Earlysville Area Resident's League will host a candidates night for the Rio District at the Earlysville Volunteer Fire Company. • Reported on her attendance in meetings of the On Farm Activities Working Group, a State appointed group of stakeholders trying to determine if there are answers to issues raised in HB 1430. • Reported on the third round of the revalidation. Thanked Finance and Real Estate staff for their work. 		Listen
<p>6. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> • <u>Bill Schrader</u> spoke about the opening of the new Crozet Library. • <u>Charles Battig</u> made a presentation on the update of the Comprehensive Plan. • <u>Richard Martin</u> spoke about career firefighters serving as volunteers. • <u>John Savage</u> presented a resolution from the CCAC expressing support for the Tourism Zone in Crozet. • <u>Tom Loach</u> spoke about career firefighters serving as volunteers. 		Listen

	<ul style="list-style-type: none"> • <u>Meg Holden</u> expressed support for the Tourism Zone in Crozet. • <u>Chuck Boldt</u> spoke about New Hope Church and asked the Board to direct Community Development to defer the issuance of the grading permit. 		
7.2	Proclamation recognizing October 2013 as <i>Disability Employment Awareness Month</i> . <ul style="list-style-type: none"> • ADOPTED proclamation. 	(Attachment 1)	Listen
7.3	Resolution recognizing Oct. 5, 2013 as Local AIDS Walk. <ul style="list-style-type: none"> • ADOPTED resolution. 	(Attachment 2)	
7.4	Proclamation recognizing October 2013 as <i>Domestic Violence Awareness Month</i> . <ul style="list-style-type: none"> • ADOPTED proclamation. 	(Attachment 3)	
7.5	SDP-2013-025. Cascadia Final Site Plan Variations. <ul style="list-style-type: none"> • APPROVED variations #5 and #6 with conditions as recommended by staff. 	<u>Clerk</u> : Set out conditions of approval. (Attachment 4)	
7.6	Community Advisory Council Appointment Procedures. <ul style="list-style-type: none"> • APPROVED staff's proposal to appoint members to the County's Community Advisory Councils when vacancies occur on an annual basis at the time regular terms expire unless there are more than three vacancies on any Council at the same time with more than three months remaining from the annual appointment date. 	<u>Clerk/Lee Catlin</u> : Proceed as approved.	
7.7	Memorandum of Understanding Between the County of Albemarle and the Economic Development Authority of Albemarle County, Virginia. <ul style="list-style-type: none"> • ADOPTED Resolution to approve the Memorandum of Understanding and AUTHORIZED the County Executive to sign the Memorandum of Understanding on behalf of the County. 	<u>Clerk</u> : Forward copy of signed resolution to County Attorney's office and EDA. <u>County Attorney</u> : Provide Clerk with fully executed MOU. (Attachment 5)	
7.8	Amendments to Economic Development Authority (EDA) Rules and Procedures. <ul style="list-style-type: none"> • ADOPTED resolution to approve the Amended EDA Rules and Procedures. 	<u>Clerk</u> : Forward copy of signed resolution to County Attorney's office and EDA. (Attachment 6)	
7.9	FY 13 Budget Amendment and Appropriations. <ul style="list-style-type: none"> • APPROVED appropriations #2013106, #2013107, #2013109, #2013110 and #2013111 to distribute funds received from grants to the proper expenditure accounts for various school division and general government projects and programs. 	<u>Clerk</u> : Forward copy of signed appropriations form to OMB, Finance and appropriate individuals.	
7.10	Rivanna Solid Waste Authority (RSWA) Service Agreements. <ul style="list-style-type: none"> • AUTHORIZED the County Executive to sign two agreement amendments with RSWA on behalf of the County, subject to approval as to content and form by the County Attorney. 	<u>County Attorney</u> : Provide Clerk with fully executed copies of agreements. (Attachment 7)	
7.11	Lewis & Clark Exploratory Center Loan Extension. <ul style="list-style-type: none"> • APPROVED LCEC's requested extension of six months and REQUESTED that the EDA extend the date by which the loan is due and payable subject to the same terms and 	<u>Clerk</u> : Forward to EDA for action.	

	conditions.		
8.	<p>Recognitions:</p> <p>a. GFOA <i>Certificate of Achievement for Excellence in Financial Reporting</i> for FY12.</p> <ul style="list-style-type: none"> Leslie Beauregard presented award to Betty Burrell and Finance staff. <p>b. Kelly Okken, Albemarle's Purchasing Agent, awarded the Virginia Association of Governmental Purchasing (VAGP) Manager of the Year Award.</p> <ul style="list-style-type: none"> Al Elias presented award to Kelly Okken. <p>c. Lauren Eddy, National Certified Election and Voter Registration Administrator.</p> <ul style="list-style-type: none"> Jake Washburne presented recognition to Lauren Eddy. <p>d. Other recognitions:</p> <ul style="list-style-type: none"> Chair read and presented proclamations from consent agenda (Items 7.2, 7.3 and 7.4) 		Listen
9.	<p>Albemarle County Debt Financing – 2013.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED resolution approving a Plan to Finance Certain Public Facilities Projects Through the Issuance of Revenue Bonds by the Economic Development Authority of the County of Albemarle and AUTHORIZED the Chairman of the Board and the County Executive to execute all necessary financing documents after approval as to substance and form by the County Attorney. 	<u>Clerk:</u> Forward copy of signed resolution to Finance and County Attorney's office. (Attachment 8)	Listen
10.	<p>Virginia Tourism Development Financing Program - Tourism Zone Ordinance (continued from September 4, 2013).</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED Tourism Zone ordinance and Tourism Zone map. 	<u>Clerk:</u> Forward signed copy of adopted ordinance to County Attorney's office. (Attachment 9)	Listen
11.	<p>Extending High Speed Internet Service to Rural Areas.</p> <ul style="list-style-type: none"> DIRECTED staff to proceed with roundtable discussion and report back to the Board with a summary of the information obtained from the telecommunication providers and School system. 	<p><u>Mike Culp:</u> Proceed as directed.</p> <p><u>County Executive:</u> Notify Clerk when ready to schedule on agenda.</p>	Listen
12.	<p>Closed Meeting.</p> <ul style="list-style-type: none"> At 11:17 a.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia under Subsection (1) to consider appointments to boards, committees, and commissions in which there are pending vacancies or requests for reappointments; under subsection (7) to consult with and be briefed by legal counsel and staff regarding specific legal matters requiring the provision of legal advice related to the fair labor standards act; under subsection (7) to consult with and be briefed by legal counsel and staff regarding specific legal matters requiring the provision of legal advice related to a private deed restriction; and under subsection (7) to consult with and be briefed by legal counsel and staff regarding specific legal matters requiring the provision of legal advice related to the validity 		Listen

	of a previously approved special use permit.		
13.	Certified Closed Meeting. <ul style="list-style-type: none"> At 1:38 p.m., the Board reconvened into open meeting and certified the closed meeting. 		
14.	Boards and Commissions: Appointments. <ul style="list-style-type: none"> APPOINTED Mr. Jeff Werner to the Fiscal Impact Advisory Committee with said term to expire July 8, 2015. 	<u>Clerk:</u> Prepare appointment letter, update Boards and Commissions book, webpage, and notify appropriate person.	
15.	<u>Pb. Hrg: FY 14 Budget Amendment and Appropriations.</u> <ul style="list-style-type: none"> By a vote of 6:0, APPROVED the FY 2014 Budget Amendment in the amount of \$6,300,580.55 and APPROVED appropriations #2014031, #2014032, #2014033, #2014034, #2014035, #2014036, #2014038, #2014039, #2014040, #2014041, #2014042, #2014043, #2014044 and #2014046 to provide funds for various local government projects and programs. 	<u>Clerk:</u> Forward copy of signed appropriations form to OMB, Finance and appropriate individuals.	Listen
16.	Career Firefighters Serving as Volunteers Within the Same Jurisdiction. <ul style="list-style-type: none"> DIRECTED staff to work with representatives of the Volunteer Chiefs, Fire & Rescue staff, and County Attorney to explore the decisions made by other localities and bring information back to the Board. 	<u>Clerk:</u> Schedule on agenda when ready to come back.	Listen
17.	FY15 VDoT Revenue Sharing Program Participation. <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED resolution approving the County's participation in the Revenue Sharing Program for FY15, and requesting \$1 million in Revenue Sharing Program funds for sidewalks, bike lanes and related improvements to Ivy Road. 	<u>Clerk:</u> Forward copy of signed resolution to David Benish and County Attorney's office. (Attachment 10)	Listen
18.	VDoT Monthly Report, Joel DeNunzio. <ul style="list-style-type: none"> Introduced John Lynch as the new Culpeper District Administrator. Highlighted various items from VDoT's monthly report. Provided update on VDoT's brush spraying program. Announced that VDoT had implemented the inmate workforce program and they would be cleaning the urban corridors. Announced that VDoT has purchased a street sweeper and would start cleaning bicycle corridors. <u>Tom Foley:</u> <ul style="list-style-type: none"> Requested that VDoT send Board members a schedule for the Best Buy Ramp project. 		Listen
19.	JAUNT Annual Report, Donna Shaunesey. <ul style="list-style-type: none"> Received. 		Listen
20.	Work Session: Stormwater Regulations – Work Session #4 (Municipal Separate Storm Sewer System [MS4] Program and Total Maximum Daily Loads [TMDLs]). <ul style="list-style-type: none"> Held. 		Listen
21.	From the Board: Committee Reports and Matters Not Listed on the Agenda. <u>Ken Boyd:</u>		Listen

<ul style="list-style-type: none"> • DISCUSSED establishing a policy for Board proclamations. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> • Announced that she would be sending around to Board members a proclamation to recognize October 7, 2013 as World Habitat Day. 	<p><u>Clerk:</u> Continue with current process.</p> <p><u>Clerk:</u> Schedule on October 9, 2013 agenda.</p>	
<p>22. From the County Executive: Report on Matters Not Listed on the Agenda.</p> <p><u>Tom Foley:</u></p> <ul style="list-style-type: none"> • Announced that staff has been monitoring the federal shutdown and County services should not be impacted unless it extends beyond 30 days. • Recommended that the Chair be designated as representative of Board to cast votes at the VACo Annual Business meeting, and that the Vice-Chair serves as alternate. • Announced upcoming October and November meeting dates and events. 	<p><u>Clerk:</u> Forward Voting Credentials from to VACo.</p>	
<p>23. Adjourn to October 9, 2013, 1:00 p.m., Lane Auditorium.</p> <ul style="list-style-type: none"> • At 4:39 p.m., the Board adjourned until 1:00 p.m., October 9, 2013. 		

ewj/tom

Attachment 1 – Proclamation recognizing October 2013 as *Disability Employment Awareness Month*

Attachment 2 – Resolution recognizing Oct. 5, 2013 as *Local AIDS Walk*

Attachment 3 – Proclamation recognizing October 2013 as *Domestic Violence Awareness Month*

Attachment 4 – SDP-2013-025. Cascadia Final Site Plan Variations

Attachment 5 – Memorandum of Understanding Between the County of Albemarle and the Economic Development Authority of Albemarle County, Virginia

Attachment 6 – Amendments to Economic Development Authority (EDA) Rules and Procedures

Attachment 7 – Rivanna Solid Waste Authority (RSWA) Service Agreements

Attachment 8 – Resolution Albemarle County Debt Financing – 2013

Attachment 9 – Tourism Zone Ordinance

Attachment 10 – Revenue Sharing Resolution

Disability Employment Awareness Month

WHEREAS, every year since 1945 the President of the United States has proclaimed a National Observance in October to promote the employment of individuals with disabilities; and

WHEREAS, this tradition continues in October 2013 with “**Because We Are EQUAL to the Task**” as the theme for this year’s **National Disability Employment Awareness Month**; and

WHEREAS, nearly one in five Americans have some type of disability, making people with disabilities the nation’s largest minority; and

WHEREAS, our community needs to harness the potential of all of its citizens so that our economy can continue to grow and our labor force can meet the challenges on the horizon; and

WHEREAS, work is fundamental to identity, providing the opportunity to lead a more independent, self-directed life for all people; and

WHEREAS, we recognize that disability is a natural part of the human experience and affirm that disability in no way should limit a person’s ability to make choices, pursue meaningful careers, or participate fully in all aspects of life; and

WHEREAS, all of us have benefited from the achievements and contributions of people with disabilities; and

WHEREAS, attitudinal barriers can hinder people with disabilities from realizing their full potential; and

WHEREAS, education and public awareness are the most powerful tools for increasing sensitivity and achieving full integration and inclusion of people with disabilities into all aspects of life;

NOW, THEREFORE, the Board of Supervisors hereby proclaims **October 2013** as **DISABILITY EMPLOYMENT AWARENESS MONTH** in the **COUNTY OF ALBEMARLE**, and calls this observance to the attention of all our citizens.

**LOCAL AIDS WALK
OCTOBER 5, 2013**

- WHEREAS,** someone in the U.S. becomes infected with HIV every 9 1/2 minutes; and
- WHEREAS,** one in 380 Virginians is living with HIV/AIDS; and
- WHEREAS,** roughly 4,300 people in Virginia are HIV positive and unaware of their status; and
- WHEREAS,** the State Health Department estimates that 480 people in the Thomas Jefferson Health District are HIV positive, and 7 percent of those individuals live in Albemarle County, and
- WHEREAS,** reducing the incidence of HIV/AIDS and increasing access to high quality health care is part of the National HIV/AIDS Strategy, and
- WHEREAS,** the County of Albemarle is a community that values human rights, and respects the dignity of each person; and the Charlottesville area AIDS Walk is dedicated to raising awareness and increasing resources to battle the disease
- NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors recognizes Oct. 5, 2013, in conjunction with the AIDS/HIV Services Group and its Charlottesville Area AIDS Walk, as a day to honor those living with HIV/AIDS and to reaffirm its commitment to battling the epidemic.

PROCLAMATION

WHEREAS, violence against women, children, and men continues to become more prevalent as a social problem in our society; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial and societal barriers, and are supported by societal indifference; and

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse, with the impact of this crime being wide-ranging; and

WHEREAS, in our quest to impose sanctions on those who break the law by perpetrating violence, we must also meet the needs of victims of domestic violence who often suffer grave physical, psychological and financial losses; and

WHEREAS, it is victims of domestic violence themselves who have been in the forefront of efforts to bring peace and equality to the home; and

WHEREAS, no one person, organization, agency or community can eliminate domestic violence on their own—we must work together to educate our entire population about what can be done to prevent such violence, support victims/survivors and their families, and increase support for agencies providing services to those community members; and

WHEREAS, the Shelter for Help in Emergency has led the way in the Albemarle County in addressing domestic violence by providing 24-hour hotline services to victims/survivors and their families, offering support and information, and empowering survivors to chart their own course for healing; and

WHEREAS, the Shelter for Help in Emergency commemorates its 34th year of providing unparalleled services to women, children and men who have been victimized by domestic violence;

NOW THEREFORE, BE IT RESOLVED, in recognition of the important work being done by the Shelter for Help in Emergency, that I, Ann H. Mallek, Chair of the Albemarle County Board of Supervisors, do hereby proclaim the month of **October 2013** as **DOMESTIC VIOLENCE AWARENESS MONTH**, and urge all citizens to actively participate in the scheduled activities and programs sponsored by the Shelter for Help in Emergency, and to work toward the elimination of personal and institutional violence against women, children and men.

SDP-2013-025. Cascadia Final Site Plan Variations

VARIATION #5- To Vary Garage Placement:

1. The garage door will be recessed a minimum of five (5) feet from the face of the porch for 'Mist Haven L' and 'Stanhope' unit types as shown in the elevation exhibit dated 8/2/13.
2. The garage door will be recessed a minimum of eight (8) feet from the face of the porch for 'Naples D' and 'Naples N' unit types as shown in the elevation exhibit dated 8/2/13.

VARIATION #6- Vary the Build- To Line:

1. Build to lines will match those shown on the Building Block Plan in the exhibit for Blocks 4-7 only dated 4/20/13.
2. Only lots 33, 46-49, 65-72, 79-85 shall be allowed to vary from the eighteen (18) inch range per note #1 on Page 16 of the Code of Development.

**RESOLUTION TO APPROVE
A MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF ALBEMARLE
AND THE ECONOMIC DEVELOPMENT AUTHORITY
OF ALBEMARLE COUNTY, VIRGINIA**

WHEREAS, the Board finds it is in the best interest of the County to enter into a Memorandum of Understanding with the Economic Development Authority of Albemarle County, Virginia (“EDA”) for the County to provide fiscal services to the EDA.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute a Memorandum of Understanding between the County of Albemarle and the Economic Development Authority of Albemarle County, Virginia, in a form approved by the County Attorney.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ALBEMARLE, VIRGINIA AND THE
ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA**

THIS MEMORANDUM OF UNDERSTANDING is entered into this ___ day of September, 2013, by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the “County,” and the **ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the “EDA.”

WITNESS:

WHEREAS, the EDA desires to acquire fiscal services beginning September 1, 2013; and

WHEREAS, the County is willing to provide those fiscal services.

NOW THEREFORE, in consideration of the mutual premises stated in this Agreement, the Owner and the County agree as follows:

1. Term. The term of this Memorandum of Understanding (hereinafter, the “MOU”) shall be for an initial period beginning on September 1, 2013 and ending on June 30, 2014, and shall automatically renew for an additional one (1) year term on the July 1 each year thereafter. Either the County or the EDA may terminate this MOU at any time for any reason whatsoever by giving at least thirty (30) days’ written notice to the other party of its intent to terminate. If the EDA terminates this MOU, the EDA’s obligation to pay the fee for fiscal services provided by the County under Section 3 and the EDA’s obligation to reimburse the County for its costs for having the EDA’s fiscal activity audited under Section 7 shall continue for the entire fiscal year in which the MOU is terminated.

2. Fiscal services provided by the County. As fiscal agent for the EDA, the County will receive, account, segregate, maintain and disburse all: (a) revenues of the EDA, including but not limited to any or all fees, including administrative fees described in Section 4.3 of the EDA’s Rules and Procedures, rates, rentals and receipts collected by, payable to or otherwise derived by the EDA from, and all other moneys and income of whatsoever kind or character collected by, payable to or otherwise derived by the EDA in connection with the ownership, leasing or sale of EDA facilities or in connection with any loans made by the EDA; and (b) all other money, grants, contributions and other financial assistance received from a federal, state or local public entity or agency (hereinafter, the revenues referred to in subsection (a) and the types of financial assistance delineated in subsection (b) are collectively referred to as the “EDA Funds”).

3. Fee for fiscal services provided by the County. The EDA shall pay the County a fee for the fiscal services provided by the County. The fee shall be one percent (1%) of the EDA Funds received each fiscal year; provided that any money, grants, contributions and other financial assistance received by the EDA under Section 2(b) shall be subject to the fee for fiscal services only if both the EDA and the County authorize them to be subject to the fee, and further provided that any money received by the EDA from the County where the EDA and the County have entered into a “pass through” agreement shall not be subject to the fee for fiscal services. The fee shall be deducted annually from the EDA Funds account.

4. **Interest on EDA Funds in the County's EDA Funds account.** The EDA Funds being held in the County's EDA Funds account shall accrue interest based on the County's monthly interest allocation procedure.

5. **Appropriation of EDA Funds.** Any EDA Funds received by the County shall be subject to appropriation by the Albemarle County Board of Supervisors to the EDA.

6. **Disbursement of EDA Funds.** As provided in Section 4.3(c) of the EDA's Rules and Procedures, EDA Funds will be disbursed to the EDA for expenditure upon request by the EDA for economic development initiatives that support Albemarle County. No funds shall be disbursed for any economic development initiative unless there is an agreement between the EDA and the Albemarle County Board of Supervisors for the initiative for which disbursement is requested.

7. **Audit of EDA financial activity; reimbursement for audit.** All EDA financial activity will be included in the County's annual audit, beginning with the annual audit for the fiscal year ending June 30, 2013 and for which the County's costs will be incurred in the following fiscal year. The EDA shall reimburse the County for its costs for having the EDA's fiscal activity audited as part of the County's annual audit provided that the amount of the reimbursement shall not exceed one thousand five hundred dollars (\$1,500.00).

8. **Miscellaneous.** This MOU is subject to the following:

A. **Amendment of this MOU.** This MOU may be amended, in writing, upon the mutual agreement of the parties.

B. **Notice.** Any written notice required by this MOU shall be provided to the following officers at the following addresses:

EDA
Chairman
Economic Development Authority
of Albemarle County
Fourth Floor
401 McIntire Road
Charlottesville, VA 22902

County
County Executive
County of Albemarle
401 McIntire Road
Charlottesville, VA 22902

C. **Litigation.** To the extent that this MOU is determined to be a contract subject to the requirements of the second clause of Virginia Code § 15.2-4905(3), attorney's fees shall not be recoverable by the prevailing party if this MOU is subject to litigation.

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

COUNTY OF ALBEMARLE, VIRGINIA

Thomas C. Foley, County Executive

Date: _____

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

John C. Lowry, Chairman

Date: _____

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

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

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

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

1. Amending subsection 4.2 regarding application fees, as follows:

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

2. Amending subsection 4.3(a) regarding annual administrative fees as follows:

4.3(a) Administrative Fees. If the Authority issues bonds for the benefit of the Applicant, the financing documents shall include a requirement that the Applicant pay the Authority an annual administrative fee of \$1,000.00 per \$1,000,000.00 of bonds issued, or the prorated portion thereof, upon the issuance of bonds and annually thereafter on June 30 each year thereafter until the bonds are paid in full. The annual administrative fee shall only be applicable to the first \$40,000,000.00 of bonds issued. Except in the case of a refunding, the filing fee shall be applied as a credit against the first annual fee at closing. Bonds issued for the benefit of the County of Albemarle shall not be subject to the annual administrative fee. This section shall expire on June 30, 2015.

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

RULES AND PROCEDURES

ARTICLE I

PURPOSE AND SCOPE

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

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

ARTICLE II

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

GENERAL

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

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

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

Section 3.4 Preparation and Distribution of Agenda and Minutes.

(a) A preliminary agenda for the Authority's regular meeting shall be prepared and distributed by the Authority's Secretary to Authority members and the Authority's attorney before the Authority's regularly scheduled meeting date. In the case of special meetings of the Authority, the agenda shall be included in the call issued for

such meeting. When action is to be taken with reference to a Project or the issuance of Bonds, the agenda shall contain a description of the type, nature and location of the Project, the name of the Applicant and the nature of the action to be taken by the Authority. The agenda for regular meetings of the Authority shall state that it is a preliminary agenda subject to change at or before the Authority's meeting.

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

ARTICLE IV

APPLICATION PROCEDURES, FEES AND REQUIREMENTS

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

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

Section 4.3 Administrative Fees.

(a) If the Authority issues bonds for the benefit of the Applicant, the financing documents shall include a requirement that the Applicant pay the Authority an annual administrative fee of \$1,000.00 per \$1,000,000.00 of bonds issued, or the prorated portion thereof, upon the issuance of bonds and annually thereafter on June 30 each year thereafter until the bonds are paid in full. The annual administrative fee shall only be applicable to the first \$40,000,000.00 of bonds issued. Except in the case of a refunding, the filing fee shall be applied as a credit against the first annual fee at closing. Bonds issued for the benefit of the County of Albemarle shall not be subject to the annual administrative fee. This section shall expire on June 30, 2015.

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

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

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

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

Section 4.6 Additional Information Required of Applicants.

(a) The Authority may adopt an inducement resolution conditioned upon the subsequent furnishing of certain information satisfactory to the Authority. All required information shall be promptly furnished to the Authority

and failure of any Applicant to furnish such information shall constitute a ground for rescission of any inducement resolution adopted pursuant to such conditions.

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

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

ARTICLE V

PROVISIONS TO BE INCORPORATED INTO RESOLUTIONS AND FINANCING DOCUMENTS

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

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

- (a) the authorization, issuance and sale of the Authority's Bonds;
- (b) the ownership, occupation, operation or use of the Project being financed, whether owned by the Authority or the Applicant;
- (c) prepayment or redemption of the Authority's Bonds;
- (d) administrative costs and expenses of the Authority, including the fees of attorneys, accountants, engineers, appraisers, or consultants, paid or incurred by the Authority by reason of the Bonds being outstanding or pursuant to requirements of the Financing Documents; and
- (e) such other fees and expenses of the Authority, not directly related to the Project being financed for the Applicant, but attributable to the Authority's financing of industrial or commercial Projects, including without limitation, a share of costs of the Authority's annual audit as required by Title 15.2 of the Code of Virginia, determined as follows:
 - (1) All costs and fees relating to any annual audit and directly attributable to a particular Applicant or Project, shall be charged to such Applicant; and
 - (2) Any costs and fees of such audit not directly attributable to any Applicant or Project shall be allocated among all Applicants having Bonds outstanding, pro rata, as the amount of Bonds originally issued for such Applicant bears to the total face amount of Bonds issued by the Authority of which any portion of any issue remains outstanding and unpaid.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

REPORTS

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

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

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

ARTICLE VII

ENFORCEMENT

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

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

ARTICLE VIII

STATEMENTS OF POLICY

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

Section 8.2 Approval of Inducement Resolution Not to Constitute an Endorsement of Applicant. The purpose of the Authority, as set forth in the Act, is to promote industry and develop trade by inducing manufacturing, industrial, governmental and commercial enterprises to locate in or remain in the Commonwealth of Virginia. Pursuant to the Act, the Authority's powers shall be exercised for the benefit of the inhabitants of Virginia through the promotion of their safety, health, welfare, convenience or prosperity. Accordingly, the Authority's decision to adopt an inducement resolution or take other action will be based largely upon these factors. Further, the Act prohibits the Authority from operating any enterprise or Project. Since the Authority is a conduit for providing tax-exempt financing to promote the commerce and industry of the Commonwealth of Virginia and the County of Albemarle, and given the express prohibition against operating enterprises or Projects, the Authority believes it is improper for it to inquire into matters relating to the business judgment of the management of any Applicant not relevant to the foregoing factors. The Authority may, however, examine the business decisions and other aspects of management of the Applicant should it deem such matters relevant to the authorization, issuance and sale of its Bonds.

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

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

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

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

Notes to Application

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

2. Applications and all exhibits should be submitted to:

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

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

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

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

Readopted: 09-02-2009; Readopted 07-11-2012; Readopted 10-02-2013

**AMENDMENT NO. 2 TO
LOCAL GOVERNMENT SUPPORT AGREEMENT FOR RECYCLING PROGRAMS
AMONG
THE CITY OF CHARLOTTESVILLE
THE COUNTY OF ALBEMARLE
AND
THE RIVANNA SOLID WASTE AUTHORITY**

This **Amendment No. 2** to the **Local Government Support Agreement for Recycling Programs** (this "Amendment") is made this ___ day of _____, 2013 by and among the **City of Charlottesville, Virginia** (the "City"), the **County of Albemarle, Virginia** (the "County") and the **Rivanna Solid Waste Authority** (the "Authority", individually a "Party", and together referred to as the "Parties").

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

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

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

WHEREAS, the City, the County and the Authority entered into Amendment No. 1 to the Original Agreement dated June 5, 2013 extending the term of the Original Agreement through December 31, 2013 (the Original Agreement, as amended by Amendment No. 1, hereinafter, the "Agreement"); and

WHEREAS, the County desires an additional extension of the term of the Agreement through June 30, 2014, and the City is agreeable to an extension for such period.

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

1. **Amendment to Section 2.** Section 2 of the Agreement, entitled "Quarterly Payments," is amended by deleting the last sentence of such Section added under Amendment No. 1.

2. **Amendment to Section 3.** Section 3 of the Agreement, entitled "Increase or Decrease in the Recycling Operations Deficit," is amended by deleting the last sentence of such Section added under Amendment No. 1.

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

4. **Term of Agreement**

This Agreement shall be effective upon execution and the financial participation requirements shall be retroactive to July 1, 2011 and shall continue through June 30, 2014.

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

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

CITY OF CHARLOTTESVILLE:

Maurice Jones
City Manager

Date

COUNTY OF ALBEMARLE:

Thomas C. Foley
County Executive

Date

RIVANNA SOLID WASTE AUTHORITY:

Thomas L. Frederick, Jr.
Executive Director

Date

**AMENDMENT NO. 2 TO
IVY MATERIAL UTILIZATION CENTER PROGRAMS AGREEMENT
BETWEEN
THE COUNTY OF ALBEMARLE
AND
THE RIVANNA SOLID WASTE AUTHORITY**

This **Amendment No. 2** to the **Ivy Material Utilization Center Programs Agreement** (this "Amendment") is made this ___ day of _____, 2013 by and between the **County of Albemarle, Virginia** (the "County") and the **Rivanna Solid Waste Authority** (the "Authority", individually a "Party", and together referred to as the "Parties").

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

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

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

WHEREAS, the County and the Authority entered into Amendment No. 1 to the Original Agreement dated June 7, 2013 extending the term of the Original Agreement through December 31, 2013 (the Original Agreement, as amended by Amendment No. 1, hereinafter, the "Agreement"); and

WHEREAS, the County desires an additional extension of the term of the Agreement through June 30, 2014.

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

1. **Amendment to Section 4.** Section 4 of the Agreement, entitled "Quarterly Payments," is amended by deleting the last sentence of such Section added under Amendment No. 1.

2. **Amendment to Section 5.** Section 5 of the Agreement, entitled "Increase or Decrease in the Ivy Material Utilization Center Deficit," is amended by deleting the last sentence of such Section added under Amendment No. 1.

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

6. **Term of Agreement**

This Agreement shall be effective upon execution and the County's financial participation requirements shall be retroactive to July 1, 2011 and shall continue through June 30, 2014.

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

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

COUNTY OF ALBEMARLE:

Thomas C. Foley
County Executive

Date

RIVANNA SOLID WASTE AUTHORITY:

Thomas L. Frederick, Jr.
Executive Director

Date

**RESOLUTION APPROVING A PLAN TO FINANCE CERTAIN PUBLIC FACILITIES PROJECTS
THROUGH THE ISSUANCE OF REVENUE BONDS BY THE ECONOMIC DEVELOPMENT
AUTHORITY OF THE COUNTY OF ALBEMARLE**

WHEREAS, the Industrial Development Authority of Albemarle County, Virginia (now the Economic Development Authority of Albemarle County, Virginia) (the “Authority”), pursuant to the Industrial Development and Revenue Bond Act (the “Act”) under which it is created, is authorized to exercise all the powers set forth in the Act, which include, among other things, the power to make loans to, among others, a county in furtherance of the Act, to finance or refinance and lease facilities for use by, among others, a county, to issue its revenue bonds, notes and other obligations from time to time for such purposes and to pledge all or any part of its revenues and receipts derived from payments received by the Authority in connection with its loans or from the leasing by the Authority of such facilities or from any source, as security for the payment of principal of and interest on any such obligations; and

WHEREAS, the Board of Supervisors of Albemarle County, Virginia (the “County”) desires to reimburse or finance, in conjunction with the Authority, costs described in the County’s Capital Improvement Plans for Fiscal Years 2013 and 2014 (collectively, the “CIP Project”); and

WHEREAS, the County desires to request the Authority to issue its Public Facility Revenue Bonds (Albemarle County Project), Series 2013 (the “Bonds”), and use the proceeds to (a) reimburse or finance costs of the CIP Project and (b) pay the related costs of issuing the Bonds; and

WHEREAS, the Bonds will be secured in part by payments appropriated from time to time by the Board of Supervisors and payable to the Authority in accordance with the terms of the Financing Agreement (as defined herein); and

WHEREAS, to improve the marketing of the Bonds at attractive interest rates, Davenport & Company LLC, the County’s financial advisor (the “Financial Advisor”), has recommended that the County consider providing additional security for the Bonds by undertaking a lease/lease-back financing arrangement with the Authority of certain County property (the “Property”); and

WHEREAS, there have been circulated prior to this meeting drafts of the following documents (collectively, the “Documents”), proposed in connection with the issuance and sale of the Bonds:

- (a) Third Supplemental Agreement of Trust, supplementing the Agreement of Trust dated as of March 1, 2003, as previously supplemented (collectively, the “Trust Agreement”), all between the Authority and U.S. Bank National Association, as successor trustee (the “Trustee”), pursuant to which the Bonds are to be issued;
- (b) Second Supplemental Financing Agreement (the “Supplemental Financing Agreement”), supplementing a Financing Agreement dated as of March 1, 2003, as previously supplemented (collectively, the “Financing Agreement”), all between the Authority and the County, pursuant to which the Authority will loan the proceeds of the Bonds to the County and the County will undertake, subject to appropriation, to make payments to the Authority in amounts sufficient to pay the principal of and premium, if any, and interest on the Bonds and certain other related costs;
- (c) Preliminary Official Statement of the Authority relating to the public offering of the Bonds (the “Preliminary Official Statement”);
- (d) Notice of Sale (attached as Appendix H to the Preliminary Official Statement) (the “Notice of Sale”) (applicable only if the Bonds are sold through a competitive sale);
- (e) Continuing Disclosure Agreement (attached as Appendix F to the Preliminary Official Statement), pursuant to which the County agrees to undertake certain continuing disclosure obligations with respect to the Bonds;

- (f) Deed and Agreement of Ground Lease (the "Ground Lease"), between the Authority and the County, conveying to the Authority a leasehold interest in certain County real property as hereinafter described (the "Property");
- (g) Deed and Agreement of Financing Lease, between the Authority and the County (the "Financing Lease"), conveying to the County a subleasehold interest in the Property; and
- (h) Assignment Agreement (the "Assignment Agreement"), between the Authority and the Trustee, assigning to the Trustee certain rights of the Authority under the Ground Lease and the Financing Lease.

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

1. The following plan for financing the CIP Project is hereby approved. The Authority will issue the Bonds in an aggregate principal amount not to exceed \$40,000,000. The Authority will use the proceeds of the Bonds to reimburse or finance costs of the CIP Project and pay the costs of issuing the Bonds. Pursuant to the Financing Agreement, the County will undertake to make certain Basic Payments and Additional Payments (each as defined in the Financing Agreement) to the Authority in amounts sufficient to amortize the Bonds, to pay the fees or expenses of the Authority and the Trustee and to pay certain other related costs. The obligation of the Authority to pay principal of and premium, if any, and interest on the Bonds will be limited to Basic Payments and Additional Payments received from the County. The Bonds will be secured in part by an assignment of the Basic Payments and certain Additional Payments due under the Financing Agreement, all for the benefit of the holders of the Bonds. The undertaking by the County to make Basic Payments and Additional Payments will be subject to the appropriation by the Board of Supervisors from time to time of sufficient amounts for such purposes. As additional security for the Bonds, the County will grant to the Authority a leasehold interest in the Property pursuant to the terms of the Ground Lease. The Authority will sublease the Property to the County pursuant to the terms of the Financing Lease. The County Executive is authorized to determine, in consultation with the Financial Advisor as to what would improve the marketing of the Bonds at attractive interest rates, which one or more of the following County-owned properties shall constitute the "Property" for purposes of the Ground Lease and the Financing Lease: (a) the 5th Street Office Building, (b) the Crozet Library, and (c) the Rio Property Library and County storage facility. Payments due under the Financing Lease will be credited in an amount and time to the extent the County makes all Basic Payments and Additional Payments due under the Financing Agreement with respect to the Bonds. The plan of financing the CIP Project shall contain such additional requirements and provisions as may be approved by the County Executive and the Chairman or Vice Chairman of the Authority.

2. The Board of Supervisors, while recognizing that it is not empowered to make any binding commitment to make appropriations beyond the current fiscal year, hereby states its intent to make appropriations in future fiscal years in amounts sufficient to make all payments due under the Financing Agreement, which payments, as applicable, shall be credited toward the payment of amounts due under the Financing Lease, and hereby recommends that future Board of Supervisors do likewise during the term of the Financing Agreement and, if applicable, the Financing Lease. The Board of Supervisors hereby confirms that the CIP Project is essential to the efficient operation of the County and the Board of Supervisors anticipates that the CIP Project will continue to be essential to the operation of the County during the term of the Financing Agreement and the Financing Lease.

3. The Chairman of the Board of Supervisors and the County Executive, either of whom may act, are hereby authorized and directed to execute the Documents to which the County is a signatory, which shall be in substantially the forms circulated prior to this meeting, which are hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officer signing such Documents, the execution and delivery thereof to constitute conclusive evidence of the officer's approval of any such completions, omissions, insertions and changes. The County Attorney is hereby authorized to cause the Ground Lease, the Financing Lease, the Assignment Agreement and other documents as are necessary to be recorded in the Clerk's Office of the Circuit Court of Albemarle County.

4. In making completions to the Supplemental Financing Agreement and the Financing Lease, the County Executive, in collaboration with Financial Advisor and the Authority, shall provide for Annual Payments (under the Financing Agreement) and Basic Payments (under the Financing Lease) in amounts equivalent to the payments on the Bonds, which shall be sold to the purchaser thereof on terms as shall be satisfactory to the County Executive; provided that the Annual Payments/Basic Payments shall be equivalent to the Bonds (a) maturing in installments or subject to mandatory sinking fund redemption ending not later than December 31, 2033; (b) having a true or "Canadian" interest cost not exceeding 5.0% (taking into account any original issue

discount or premium); (c) being subject to optional redemption, if at all, at a premium not to exceed 102% of their principal amount; and (d) being sold to the purchaser thereof at a price not less than 98% of the aggregate principal amount thereof (without taking into account any original issue discount or premium). The County Executive is also authorized to approve a lesser principal amount for the Bonds, a maturity schedule (including serial maturities and term maturities for the Bonds) and the redemptions provisions of the Bonds, all as the County Executive shall determine to be in the best interest of the County.

5. The Board of Supervisors approves the following terms of the sale of the Bonds:

(a) The Bonds shall be sold through a competitive sale or a negotiated sale, as the County Executive, in collaboration with the Financial Advisor and the Authority, determines to be in the best interests of the County.

(b) If the County Executive determines that the Bonds shall be sold by competitive sale, the County Executive is authorized to receive bids for such Bonds and award such Bonds to the bidder providing the lowest "true" or "Canadian" interest cost, subject to the limitations set forth in Section 4. Following a competitive sale, the County Executive shall file a certificate with the Authority and the Board of Supervisors setting forth the final terms of the Bonds. The actions of the County Executive in selling the Bonds by competitive sale shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Board of Supervisors.

(c) If the Bonds are sold by competitive bid, the County Executive, in collaboration with the Financial Advisor, is authorized and directed to take all proper steps to advertise the Bonds for sale substantially in accordance with the form of Notice of Sale, which is hereby approved; provided that the County Executive, in collaboration with the Financial Advisor, may make such changes in the Notice of Sale not inconsistent with this Resolution as he may consider to be in the best interest of the County.

(d) If the County Executive determines that the Bonds shall be sold by negotiated sale, the County Executive is authorized, in collaboration with the Financial Advisor and the Authority, to choose an investment bank(s) or firm(s) to serve as underwriter for the Bonds and to execute and deliver to the underwriter(s) a bond purchase agreement (the "Bond Purchase Agreement") in a form to be approved by the County Executive in consultation with the County Attorney and the County's bond counsel. The execution thereof by the County Executive shall constitute conclusive evidence of his approval of the Bond Purchase Agreement. Following a negotiated sale, the County Executive shall file a copy of the Bond Purchase Agreement with the records of the Board. The actions of the County Executive in selling the Bonds by negotiated sale to the underwriter(s) shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Board of Supervisors.

6. The Preliminary Official Statement in the form circulated prior to this meeting is approved with respect to the information contained therein (excluding information pertaining to the Authority). The County authorizes distribution of the Preliminary Official Statement to prospective purchasers of the Bonds in a form deemed to be "near final," within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the County Executive. Such distribution shall constitute conclusive evidence that the County has deemed the Preliminary Official Statement to be final as of its date within the meaning of the Rule, with respect to the information therein pertaining to the County. The County Executive is authorized and directed to approve such completions, omissions, insertions and other changes to the Preliminary Official Statement that are necessary to reflect the terms of the sale of the Bonds, determined as set forth in paragraph 4, and the details thereof and that are appropriate to complete it as an official statement in final form (the "Official Statement") and distribution thereof to the purchaser of the Bonds shall constitute conclusive evidence that the County has deemed the Official Statement final as of its date within the meaning of the Rule.

7. The County covenants that it shall not take or omit to take any action the taking or omission of which shall cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations thereunder, or otherwise cause interest on the Bonds to be includable in the gross income for Federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require the County at any time to rebate to the United States of America any part of the earnings derived from the investment of the gross proceeds of the Bonds. The County shall pay from its legally available general funds any amount required to be rebated to the United States of America pursuant to the Code.

8. All costs and expenses in connection with the financing of the CIP Project and the issuance of the Bonds, including the Authority's fees and expenses and the fees and expenses of bond counsel, counsel for the Authority, and the Financial Advisor for the sale of the Bonds shall be paid from the proceeds of the Bonds or other legally available funds of the County. If for any reason the Bonds are not issued, it is understood that all such expenses shall be paid by the County from its legally available funds and that the Authority shall have no responsibility therefor.

9. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.

10. All other acts of the County Executive and other officers of the County that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds are hereby approved and ratified.

11. This Resolution shall take effect immediately.

ORDINANCE NO. 13-A(2)

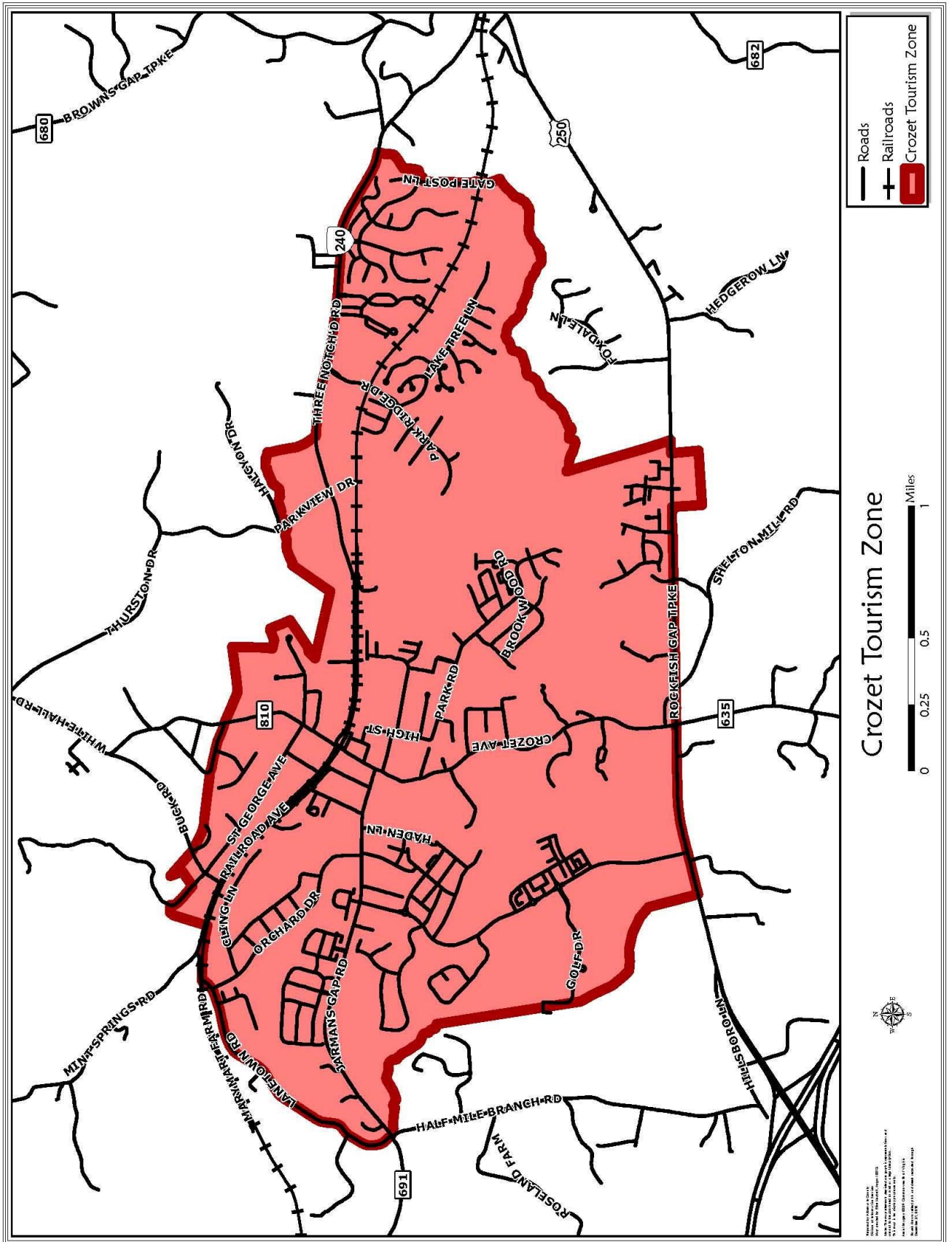
**AN ORDINANCE TO ESTABLISH A TOURISM ZONE PURSUANT TO VIRGINIA CODE § 58.1-3851
COTERMINOUS WITH THE BOUNDARIES OF THE CROZET DEVELOPMENT AREA**

BE IT ORDAINED by the Board of Supervisors of the County of Albemarle, Virginia, that, pursuant to the authority contained in Virginia Code § 58.1-3851, a tourism zone is hereby established on those lands within the boundaries of the tourism zone shown on the map attached as Exhibit A, which is incorporated herein as a part of this ordinance, and which boundaries are coterminous with the boundaries of the Crozet Development Area as depicted in the Crozet Master Plan; and

BE IT FURTHER ORDAINED that the tourism zone established by this ordinance shall be named the “Crozet Tourism Zone”; and

BE IT FURTHER ORDAINED that the purpose of the tourism zone will be to provide a gap financing mechanism authorized by Virginia Code § 58.1-3851.1 for those qualifying tourism development projects identified as critical and which address specific critical tourism infrastructure deficiencies under criteria to be established by the Board of Supervisors in conjunction with satisfying all other requirements of Virginia Code § 58.1-3851.1.

This ordinance shall be effective immediately.



**RESOLUTION TO PARTICIPATE IN
VIRGINIA DEPARTMENT OF TRANSPORTATION
REVENUE SHARING PROGRAM FOR FISCAL YEAR 2015**

WHEREAS, the County of Albemarle desires to submit an application for up to \$1,000,000 of revenue sharing funds through the Virginia Department of Transportation Fiscal Year 2014 Revenue Sharing Program; and

WHEREAS, the County is willing to commit \$1,000,000 in local funds in order to compete for a Revenue Sharing Program award; and

WHEREAS, these funds are requested to implement the County's Sidewalk Construction Program by funding the installation of new sidewalk, bikelanes and related landscape and drainage improvements on Ivy Road (US Route 250) from the Charlottesville City limits to the US29/250 Bypass.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby commits to provide up to \$1,000,000 of local funds in its application for up to \$1,000,000 of revenue sharing funds from the FY 2015 Virginia Department of Transportation Revenue Sharing Program and requests that the Virginia Department of Transportation approve the County's application.