

A regular meeting of the Board of Supervisors of Albemarle County, Virginia was held on February 18, 2026, at 3:00 p.m. in Lane Auditorium, Albemarle County Office Building, 401 McIntire Road, Charlottesville, VA 22902.

BOARD MEMBERS PRESENT: Ms. Sally A. Duncan, Mr. Ned Gallaway, Ms. Beatrice (Bea) J.S. LaPisto-Kirtley, Ms. Ann H. Mallek, Mr. Frederick "Fred" A. Missel, and Mr. Michael O.D. Pruitt.

ABSENT: None.

OFFICERS PRESENT: County Executive, Jeffrey B. Richardson; County Attorney, Andy Herrick; Clerk, Claudette K. Borgersen; and Senior Deputy Clerk, Travis O. Morris.

Agenda Item No. 1. Call to Order. The meeting was called to order at 3:00 p.m. by the Chair, Mr. Ned Gallaway.

Mr. Gallaway introduced the following Albemarle County Police Department officers present: Lieutenant Dana Reeves and Officer Hunter Harmon.

Agenda Item No. 2. Pledge of Allegiance.
Agenda Item No. 3. Moment of Silence.

Agenda Item No. 4. Adoption of Final Agenda.

Ms. Mallek **moved** to adopt the final agenda as presented.

Mr. Missel **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Mr. Missel, Mr. Pruitt, and Ms. Duncan.
NAYS: None.

Agenda Item No. 5. Brief Announcements by Board Members.

Ms. Duncan said that she attended the walkout at Albemarle High School on Friday. She said that it was impressive to see so many students exercising their rights. She said that she was particularly grateful for the adults who made it possible and ensured their safety. She said that the Albemarle Police Department did an excellent job of stopping traffic, but it was also the community adults who walked alongside the students, creating a safe and supportive environment.

Ms. Mallek said that she was pleased to see the ground, as it had been a long three weeks without the ground showing, and using ski poles to clear sidewalks was not a pleasant task. She said that the daffodils were emerging, which was a positive sign. She said that many sidewalks remained covered, and children continued to walk in the road. She said that she would continue to bring this issue to attention in the hopes that they could make significant progress on it, as it was of great importance.

Ms. Mallek said that at the Greenbrier Drive and Hydraulic Road intersection, a large pile of snow remained, where children were supposed to cross safely. She said that as a driver, she was concerned that a child might be injured if they tried to walk on the side of the snowy hill.

Ms. Mallek said on February 17, the third of four Scholar Studio Advisory Committee was held. She said that this event aimed to bring together work and community-based learning, students, industry representatives, and teachers. She said that it took place at the workspace at Center One.

Ms. Mallek said that she was impressed to see the groups of students presenting their studio projects. She said that during the event, she met individuals from the architecture school, urban planning, home building, and finance banking fields. She said that she was there to listen and learn about the students' projects.

Mr. Pruitt said that he would like to highlight and celebrate some advocacy that took place in Scottsville over the past week, specifically regarding community pharmacies. He said that Scottsville had lost its last pharmacy recently, and currently, residents had to travel to the Charlottesville metro area to fill prescriptions. He said that this was particularly impactful for residents in Southern Albemarle, northern Buckingham, and parts of Fluvanna who relied on this area for prescription medication.

Mr. Pruitt said that several individuals, including former Councilor Eddie Payne, had engaged in advocacy efforts targeting the General Assembly to support a specific bill that had failed in committee. Although that bill did not pass, other bills were moving forward on pharmacy benefit manager (PBM) reform, which would make it easier for smaller pharmacies and financially vulnerable communities to succeed. He said that he would like to highlight the progress being made with the federal government on these issues.

Mr. Pruitt said that he would also like to remind everyone that the next voting opportunity was on April 21, with early voting happening prior. He said it was for a single ballot measure to consider a

temporary pause on the current redistricting process. The soonest election would be the primary, which would take place in August. He said that this date was set regardless of the outcome of the redistricting referendum. He said that the candidates who were likely to be on the ballot included Tom Perriello, Beth Macy, John McGuire, and possibly Ben Cline.

Mr. Pruitt said that all the information was available for those who wanted to learn more about the candidates. He said that he had been impressed by their current congressman's efforts to engage with the Charlottesville community through local events, which was something they had seen less of in the past with their representatives. He said that there was also an hour-long interview on the Jerry Miller Show, providing an opportunity to hear their congressman's views in detail.

Ms. LaPisto-Kirtley said that she attended the Albemarle County Spelling Bee for elementary and middle school students. She said it was a wonderful event that she enjoyed. She said that the Fire and Rescue Foundation was now up and running, and they were actively working on funding projects that would assist the career staff of the fire department.

Ms. LaPisto-Kirtley said that on February 10, she conducted a tour of Stony Point Elementary School, and that school staff wanted them to come and assess the need for renovations. She said that on February 11, she was asked, along with Mayor Wade, to welcome the Chesapeake Gateways Network, which was held at the Dairy Market. On February 9, she spent the entire day in Richmond lobbying for HB821, a bill of interest to the County and related to photo speed cameras. She said it did not make it out of committee, but there was another bill under consideration.

Mr. Missel announced that March was National Senior Nutrition Month, and the theme was "serving up solutions". He said that Jefferson Area Board for Aging (JABA) provided free meals and community center membership to people over 60. He said that the Home Delivered Meals Program worked with its vendors to mail healthy, prepared meals directly to the doors of home-bound adults 60 and over. He said that March 3 was National Caregiver Day, and JABA offered two caregiver support groups open to the public monthly.

Mr. Gallaway said he joined Ms. LaPisto-Kirtley in attending the spelling bee. He said that it was enjoyable to watch the students compete. He also wanted to echo Ms. Duncan's sentiments. He said that the students from Albemarle High School and Monticello High School exercised their First Amendment rights by addressing issues related to ICE and national concerns.

Mr. Gallaway said that while they were exercising their rights, he wanted to express his appreciation for the Albemarle County Police Department. They often had to respond to situations in the community, regardless of the circumstances, and their primary focus was to protect and serve. He appreciated that they were out there doing their job to keep citizens safe, including those watching, driving by, or simply going about their daily lives.

Agenda Item No. 6. Proclamations and Recognitions.

There were none.

Agenda Item No. 7. Public Comment on: Matters Previously Considered or Currently Pending Before the Board (Other than Scheduled Public Hearings).

There were no public speakers.

Agenda Item No. 8. Consent Agenda.

Ms. Mallek **moved** to approve the consent agenda as presented.

Mr. Missel **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Mr. Missel, Mr. Pruitt, and Ms. Duncan.
NAYS: None.

Item No. 8.1. Approval of Minutes: May 21 and September 3, 2025.

By the above-recorded vote, the Board approved the minutes of May 21 and September 3, 2025.

Item No. 8.2. Fiscal Year 2026 Appropriations.

The Executive Summary as forwarded to the Board states that Virginia Code §15.2-2507 provides that any locality may amend its budget to adjust the aggregate amount to be appropriated during the fiscal year as shown in the currently adopted budget; provided, however, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be

accomplished by first publishing a notice of a meeting and holding a public hearing before amending the budget. This Code section applies to all County funds, i.e., General Fund, Capital Funds, E911, School Self-Sustaining, etc.

Strategic Plan: Mission - To enhance the well-being and quality of life for all community members through the provision of the highest level of public service consistent with the prudent use of public funds.

The total change to the Fiscal Year 2026 (FY 26) budget due to the appropriations itemized in Attachment A is \$544,060. A budget amendment public hearing is not required because the amount of the cumulative appropriation does not exceed one percent of the currently adopted budget.

Staff recommends that the Board adopt the attached resolution (Attachment B) to approve the appropriations for County government projects and programs described in Attachment A.

FY 26 Appropriations

Appropriation #2026030

Sources:	State Revenue	\$544,060
Uses:	Water Resources Fund – Mint Springs Dam	\$544,060
Net Change to Appropriated Budget:		\$544,060

Description:

This request is to appropriate \$544,060 of state revenue from the Virginia Department of Conservation and Recreation for Virginia Dam Safety, Flood Prevention, and Protection Fund grants awarded for construction related to repairs and maintenance work at the Middle Dam (#003188) at Mint Springs Valley Park, and the design of planned improvements at Greens Dam.

By the above-recorded vote, the Board adopted the resolution (Attachment B) to approve the appropriations for County government projects and programs described in Attachment A:

**RESOLUTION TO APPROVE
 ADDITIONAL FY 2026 APPROPRIATION**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

That the FY 26 Budget is amended to increase it by \$544,060;

That Appropriation #2026030 is approved;

That the appropriation referenced in Paragraph #2, above, is subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2026.

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Account String	Amount (\$)	APP#	Description
9100-4-41200-324000-9279-0000-00000-00000-240500-	\$544,060.0 0	APP202603 0	Mint Springs Dam Grant Revenue
9100-4-41209-494800-9279-0000-00000-00000-800605-	\$544,060.0 0	APP202603 0	Mint Springs Dam Construction

Item No. 8.3. Quarterly Tax Refund Approval Request.

The Executive Summary as forwarded to the Board states that Virginia Code § 58.1-3981 requires that erroneous tax assessments shall be corrected and that a refund, with interest as applicable, be paid back to the taxpayer. Tax refunds resulting from erroneous assessment that exceed \$10,000 must be approved by the Board of Supervisors before any payments are made.

Staff is requesting approval from the Board for the refund in Attachment A totaling \$41,535.24 to conform with Virginia Code § 58.1-3981. The refund amount listed has been reviewed and certified by staff and the Chief Financial Officer with the consent of the County Attorney's Office. It is the County's practice to request such refunds on a quarterly basis.

Staff do not anticipate a budget impact associated with the recommended Board action. Tax refunds are a customary part of the revenue collection process and refund expectations are included in the annual revenue budget assumptions.

Staff recommends the Board adopts a resolution (Attachment B) to approve the refund request and authorize the Department of Finance and Budget to initiate the refund payment.

By the above-recorded vote, the Board adopted the resolution to approve the Quarterly Tax Refund Approval Request:

**RESOLUTION
REQUESTING TAX REFUND**

WHEREAS, Virginia Code § 58.1-3981 requires that erroneous tax assessments be corrected and that a refund, with interest as applicable, be paid back to the taxpayer; and

WHEREAS, Tax refunds resulting from erroneous assessment that exceed \$10,000 must be approved by the Board of Supervisors, after being certified by the Chief Financial Officer and the County Attorney.

NOW, THEREFORE, BE IT RESOLVED that a refund in the amount of \$41,535.24 has been reviewed and certified due to a real estate assessment change and this refund shall be remitted to March Mountain Properties LLC to conform with Virginia Code § 58.1-3981.

Item No. 8.4. Schedule a Public Hearing for Conveyance of Utility Easements on County-Owned Parcel Tax Map Parcel 06200-00-00-002C0 as Proposed with SUB-2025-00176.

The Executive Summary as forwarded to the Board states that the developer of the Belvedere project, located north of the intersection of Rio Road E. and Belvedere Boulevard, is currently working through the site plan approval process with the County. The project is within the Albemarle County Service Authority (ACSA) jurisdictional area for both water and sewer service.

During site plan and subdivision plat review, ACSA indicated that the most feasible and desirable route for extending sewer utilities to Belvedere Phase 4 and Phase 5 is an existing RWSA sewer transmission line located on County owned property, Parcel 06200-00-00-002C0 (Parcel 62-2C). Two new ACSA sanitary sewer easements are proposed measuring a combined 1,662 square feet, and would overlap with an existing 50' RWSA easement located on Parcel 62-2C.

In order to facilitate development of Belvedere Phases 4 and 5, new ACSA sanitary sewer utility easements are needed across Parcel 62-2C (Attachment A). ACSA and County staff have reviewed the proposed easement location and have no objections to the proposal. A public hearing and Board authorization is required before the easements can be conveyed.

There would be no budget impact for the proposed easements.

Staff recommends that the Board authorize a public hearing to consider the conveyance of utility easements to ACSA on Parcel 62-2C.

By the above-recorded vote, the Board authorized a public hearing to consider the conveyance of utility easements to ACSA on Parcel 62-2C.

Item No. 8.5. Rivanna River Bicycle and Pedestrian Crossing Planning Study – BUILD Application.

The Executive Summary as forwarded to the Board states that the Charlottesville-Albemarle Metropolitan Planning Organization (CA-MPO), staffed by the Thomas Jefferson Planning District Commission, has been working towards the construction of a bicycle and pedestrian bridge across the Rivanna River since 2019. This crossing would provide a vital multi-modal connection between the Pantops growth area in Albemarle County and the rest of the Charlottesville/Albemarle urbanized area. CA-MPO has completed multiple planning phases of the project in coordination with staff and elected officials from two local jurisdictions, the Virginia Department of Transportation (VDOT), and community and public stakeholders.

The proposed bridge location is entirely within Albemarle County, but less than two-tenths of a mile from the City of Charlottesville boundary. On the west side of the river, the bridge landing would likely be located on privately developed property with an existing public use easement and facilitate a direct connection between the bridge landing and downtown Charlottesville via East Market Street and Broadway Street. On the east side of the river, the bridge landing would likely be located on public property owned by Albemarle County within the established Pantops development area. The project includes the construction of a shared use path from the eastern landing site through privately owned property, ending at the intersection of State Farm Boulevard and Peter Jefferson Parkway.

The CA-MPO would like Albemarle County's support for its FY26 BUILD Grant Program application for the preliminary engineering phase of the Rivanna River Bike/Ped Bridge (See Attachment A). On January 15, 2025, the Board voted to support the CA-MPO's prior application for funding through the U.S. Department of Transportation's FY2025 American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant Program to complete the preliminary engineering phase of this project. Though that application was unsuccessful, a debrief from Federal Highway Administration (FHWA) staff provided valuable information for improving the competitive application.

This bridge would improve the overall connectivity of the Pantops development area to the larger urbanized area, integrate with economic development and revitalization goals for sites close to the Rivanna River, and support Albemarle County's Climate Action Plan recommendations by providing safe and comfortable multimodal infrastructure as an alternative to single occupancy vehicle use.

This bridge is supported by the Pantops Master Plan and the Urban Rivanna River Corridor Plan, which were both adopted by the Board. The bridge would also support the focus areas identified in Phase 1 of the Broadway Blueprint Economic Development Revitalization Study, completed in 2022.

Support of this application would not incur any County costs. If the application for funding were successful, Albemarle County staff time would be needed to support planning efforts.

Staff recommends that the Board support the CA-MPO's FY26 BUILD Grant Program application for the preliminary engineering phase of the Rivanna River Bike/Ped Bridge by authorizing the Chair of the Board of Supervisors to sign the letter of support found in Attachment B.

By the above-recorded vote, the Board voted to support the CA-MPO's FY26 BUILD Grant Program application for the preliminary engineering phase of the Rivanna River Bike/Ped Bridge by authorizing the Chair of the Board of Supervisors to sign the letter of support found in Attachment B.

Item No. 8.6. SE202500027 2010A Milton Road Homestay.

The Executive Summary as forwarded to the Board states that the applicant is requesting a special exception for a homestay at 2010A Milton Road.

Accessory Structure on a parcel of less than 5 acres. Pursuant to County Code § 18-5.1.48(d), the applicant is requesting to modify County Code 18-5.1.48(c)(1)(ii) to authorize the use of an accessory structure on a parcel of less than five acres for a homestay use.

Please see Attachment A for full details of staff's analysis and recommendations.

Staff recommends that the Board adopt the attached Resolution (Attachment F) to approve the special exception.

By the above-recorded vote, the Board adopted the Resolution (Attachment F) to approve the special exception:

**RESOLUTION TO APPROVE SE2025-00027
2010A MILTON ROAD HOMESTAY**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE2025-00027 2010A Milton Road Homestay application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the relevant factors in *Albemarle County Code* §§ 18-5.1.48 and 18-33.9, the Albemarle County Board of Supervisors hereby finds that a modified regulation would satisfy the purposes of the Zoning Ordinance to at least an equivalent degree as the specified requirement, and that the requested special exception:

- (i) would not cause adverse impacts to the surrounding neighborhood;
- (ii) would not cause adverse impacts to the public health, safety, or welfare;
- (iii) would be consistent with the Comprehensive Plan and any applicable master or small-area plan(s); and
- (iv) would be consistent in size and scale with the surrounding neighborhood.

NOW, THEREFORE, BE IT RESOLVED, that in association with SE2025-00027 2010A Milton Road Homestay, the Albemarle County Board of Supervisors hereby grants a special exception to authorize the use of an accessory structure built on a parcel of less than five acres for a homestay use on Parcel 0790000-00-04100.

Item No. 8.7. SE202500035 2924 Earlysville Road Homestay.

The Executive Summary as forwarded to the Board states that the applicant is requesting a special exception for a homestay at 2924 Earlysville Road.

Accessory Structure on a parcel of less than 5 acres. Pursuant to County Code § 18-5.1.48(d), the applicant is requesting to modify County Code 18-5.1.48(c)(1)(ii) to authorize the use of an accessory structure on a parcel of less than five acres for a homestay use.

Please see Attachment A for full details of staff's analysis and recommendations.

Staff recommends that the Board adopt the attached Resolution (Attachment F) to approve the special exception.

By the above-recorded vote, the Board adopted the Resolution (Attachment F) to approve the special exception:

**RESOLUTION TO APPROVE SE2025-00035
2924 EARLYSVILLE ROAD HOMESTAY**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE2025-00035 2924 Earlysville Road Homestay application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the relevant factors in *Albemarle County Code* §§ 18-5.1.48 and 18-33.9, the Albemarle County Board of Supervisors hereby finds that a modified regulation would satisfy the purposes of the Zoning Ordinance to at least an equivalent degree as the specified requirement, and that the requested special exception:

- (i) would not cause adverse impacts to the surrounding neighborhood;
- (ii) would not cause adverse impacts to the public health, safety, or welfare;
- (iii) would be consistent with the Comprehensive Plan and any applicable master or small-area plan(s); and
- (iv) would be consistent in size and scale with the surrounding neighborhood.

NOW, THEREFORE, BE IT RESOLVED, that in association with SE2025-00035 2924 Earlysville Road Homestay, the Albemarle County Board of Supervisors hereby grants a special exception to authorize the use of an accessory structure built on a parcel of less than five acres for a homestay use on Parcel 0450000-00-048B2.

Item No. 8.8. FY 26 Second Quarter Financial Report, **was received for information.**

Item No. 8.9. Virginia Department of Transportation (VDOT) Monthly Report, **was received for information.**

Item No. 8.10. Board to Board, February 2026, A Monthly Report from the Albemarle County School Board, **was received for information.**

Agenda Item No. 9. **Presentation:** Three Notched Trail Master Plan Project Update.

The Executive Summary as forwarded to the Board states that Albemarle County was awarded just over \$2,000,000 in Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant funds to develop a Master Plan for a future Three Notched Trail Shared Use Path connecting Charlottesville to the Blue Ridge Tunnel at Afton. The trail is intended for use by walkers, joggers, cyclists, and other non-motorized users, and is anticipated to provide broad-ranging community benefits including health benefits, tourism growth, and economic development. Similar trails, such as the Virginia Capital Trail, have delivered these types of benefits on a local, regional, and statewide scale. The scope of the Master Plan includes four major planning tasks:

- Evaluate route options and conduct an alternatives analysis of up to three potential path alignments;
- Conduct stakeholder and public engagement to determine a preferred alignment;
- Reach functional (30%) design for priority sections of the preferred alignment; and
- Develop an implementation plan for the shared use path that identifies segments of the alignment that would have independent utility if constructed separately.

This is a planning grant only and additional funding must be sought for project construction. Staff finalized the grant agreement with FHWA and released an RFP for consultants in early April 2024. Vanasse Hangen Brustlin, Inc. (VHB) along with sub-consultants Toole Design and EPR, were chosen and a Notice to Proceed was issued in February 2025.

The County's consultant team of VHB, EPR, and Toole Design will provide an update on the Master Plan process, focusing on the project background, characteristics of shared use paths, community engagement, technical analysis, and trail route options. The second Public Meeting for the project was held on December 4 at which the three potential route options were presented for public feedback (Attachment A). A survey allowed community members to provide input on those route options. In addition to a summary of Master Plan work completed to-date, the consultants will outline the next steps in determining a preferred route for the trail.

There is no budget impact. This is an update on a project that is fully funded through a federal grant with the only cost to the County being staff time to manage the effort.

Staff recommends the Board receive the Three Notched Trail Project Update; ask any questions they have and provide feedback to the project team.

Kevin McDermott, Deputy Director of Planning, said was excited to be there today to provide an update on their efforts with the Three Notched Trail Shared Use Path Master Plan. He said they were joined by a few members of their consultant team today. He would like to introduce Chris DeWitt, the consultant project manager from VHB, Amanda Poncy from EPR, and Henry Cohen from Toole Design.

Mr. McDermott said that since not all the Supervisors had been part of the Board in 2022 when they first started discussing this project, he would like to provide some context. He said that there had been a long-standing local and statewide interest in this project, which had been included in both state and County plans, including the previous comprehensive plan, the Crozet Master Plan, and AC44.

Mr. McDermott said that in 2021, a planning process had been initiated, and a petition with over 4,000 signatures had been submitted to advance the project. He said, following that, they had decided to pursue a federal grant, which was a highly competitive program. They were pleased to receive over \$2 million from the federal grant program. Since then, they had worked through the federal agreements and conducted a competitive procurement process, which had brought them this consultant team. As they moved forward with this presentation, he believed they would see continued County-wide support for the trail.

Chris DeWitt, VHB, said he was the lead consultant on the master plan project, along with partners EPR and Tool Design. He said he would be discussing the project scope, what they had done so far, and where they were moving forward. Before they began, he would like to clarify the term "shared use path." They often used it interchangeably with "trail," "multi-use trail," or "multi-use path," but the official term was "shared use path." He said this facility was intended for non-motorized uses and was physically separated from vehicles.

Mr. DeWitt said these paths were at least 10 feet wide and were paved surfaces, though not always. Shared use paths offered numerous community benefits, including transportation connections, active outdoor recreation, health, and community well-being. They also contributed to tourism and economic development. For example, the Virginia Capital Trail, a 50-mile shared use path, generated approximately \$9 million in direct economic impact annually and supported about 99 jobs. The Swamp Rabbit Trail in Greenville, South Carolina, a 25-mile trail, had also been shown to generate significant economic and tourism benefits, with an estimated \$7 million in direct economic input and supporting about 90 full-time jobs.

Mr. DeWitt said they were currently in the master plan process, mapping a preferred route to connect Charlottesville to the Blue Ridge Tunnel. They had identified potential routes and presented them to the public. Once they identified the preferred route, part of their responsibility was to assess how the facility might be phased from an implementation perspective. It would be virtually impossible to build all 25 miles in one go, so they wanted to engage the community in discussions about the preferred route and what was most important.

Mr. DeWitt said they aimed to explain likely construction costs and outline the necessary steps to make the trail a reality. Following that, they would conduct preliminary design work on the priority sections, allowing the County to seek additional funding for final design and construction of those priority segments. He said they had begun in 2025 with data collection, community outreach, and held an open house early in the process. He said they also hosted pop-up events.

Mr. DeWitt said that now, they were currently in the second stage, where they were identifying and evaluating route options. Specifically, they were considering a route generally through the Crozet area. He said their goal was to determine the most viable route to get there, and once they had worked with the community to make this determination, they would proceed with preliminary design.

Amanda Poncy, Principal Planner with EPR, said that community engagement had been a central aspect of this master planning effort thus far. She said they had strong in-person participation, with over 530 people attending three in-person open houses or public meetings. For those who could not attend in person, all the necessary materials were available online, along with a corresponding survey that yielded over 1,000 responses and more than 4,000 comments. She said that to reach property owners, they had mailed over 830 postcards and partnered with 21 organizations to broaden awareness.

Ms. Poncy said that they had also held 13 outreach events, including a pop-up event, where they met with community members to encourage participation and raise awareness. Digital engagement had also been robust, with over 700 email subscribers and more than 11,000 visits to the project website. She said this level of engagement truly reflected the substantial community interest and had provided the foundation for the route options.

Henry Cohen, Toole Design, said that one of the most frequently asked questions was about the route options, and he believed it was essential to understand that the trail's path was not predetermined. He said that in May of last year, they had held an open house, where they had presented blank maps and encouraged the public to share their thoughts on the corridor.

Mr. Cohen said that they had asked about the important destinations the trail should connect, places to avoid, existing trails, and bike routes. He said that this open-ended approach had allowed them to gather valuable information on what mattered most to the public. He said that they had also worked with a technical advisory committee, comprised of County staff and community members with local knowledge, to identify key destinations and potential routes.

Mr. Cohen said that their marked-up maps had showcased the results of this process, highlighting potential routes and areas to consider. He said that one of the key themes that emerged from this initial process was the importance of perception of safety and comfort. He said that people wanted to feel secure and comfortable while using the trail, especially when it was separated from vehicle traffic.

Mr. Cohen said that another crucial aspect was access to destinations, both recreational and every day, which could reduce the need for personal vehicles. He said that the public was excited about the lifestyle changes this trail could bring, including increased active lifestyles and family-friendly options. He said that the trail would pass through scenic areas, and it was essential to ensure that it did not disrupt sensitive environmental areas but rather enhanced access to these areas.

Mr. Cohen said that the most pressing issue was implementation urgency; with people expressing a desire to see the trail built within their lifetime. He said that during their meetings and surveys, people had been clear about the challenges they would face. He said that looking at the steep slopes to the Afton Tunnel was definitely going to be a challenge. He said dealing with property owners and property access, ensuring they had the necessary easements, was crucial.

Mr. Cohen said that even if the trail did not directly follow Route 250 for the entire route, it would have to cross major roads at some point. He said that making sure the trail considered what needed to be done to safely cross those crossings or navigate through areas along roads was essential.

Mr. Cohen said that after investigating several routes, they had had to narrow down those options. He said that the spaghetti map was great for a million options, but they ultimately narrowed it down to three route options that they would present to the public. The three main things that defined their process of refining the routes were: terrain, ownership and right-of-way, and trip potential.

Mr. Cohen said that because it was such a large corridor, it was not as simple as just having three independent lines to get from point A to point B. To address this, they had divided the corridor into different zones, allowing them to consider various route options within each zone. This approach had made it more digestible for the public, as opposed to evaluating each of the 20-mile options individually.

Mr. Cohen said that the map illustrated the zones they established in the fall, spanning from Afton to Charlottesville, with approximately two to four route options in each zone for public consideration. In December, they presented these maps to the public at a meeting in Western Albemarle, along with a visual representation of the stations and key opportunities and challenges associated with each route. It was essential to note that the public was not voting on the preferred route, but rather sharing their thoughts on the challenges and opportunities they saw.

Mr. Cohen said that they also had attendees express interest or concern about the trail passing through their property. The open house event in Western Albemarle drew over 220 attendees, with many sharing their thoughts and asking questions about the trail. Their goal was to gather feedback and use it to inform their decision. From those options, they needed to select a preferred route, and to do so, they must develop a set of data-driven evaluation criteria to guide their decision-making. These criteria would serve as the rationale for why they chose one route over the others.

Mr. Cohen said that as they moved forward, they would be asked to explain their decision to the public, staff, and consultants, and they must be prepared to justify their choice. To ensure a clear understanding of how the community's values influenced their route decisions, they wanted a definitive answer.

Mr. Cohen said they were moving forward with criteria based on input from their technical committee, public, and staff. They were evaluating routes based on connectivity, considering destinations and population centers, accessibility, trailheads, constructability, costs, and challenges. He said they were also assessing the user experience, scenic views, community support, safety, and avoiding dangerous intersections. Additionally, they were taking into account community feedback, as any concerns raised would significantly impact their evaluation.

Mr. DeWitt said that they had received a significant amount of community input following the December meeting and online engagement. He said that this input would be carefully considered and factored into their route evaluation process. He said that they planned to apply the evaluation criteria, score and weight the different options in each zone, and assess potential environmental impacts that may affect their preferred route.

Mr. DeWitt said that this process involved utilizing community input, addressing landowner concerns, applying evaluation criteria, and examining environmental impacts to identify a preferred route option. He said that they were currently coordinating with the County to determine the best approach for communicating with potentially impacted property owners as they moved forward. Following the identification of their preferred route, they intended to return to the community to discuss priorities, including what was most important and should be implemented first from an implementation perspective. He said that they would then focus on preliminary design for those priority segments and work with the county to pursue additional funding for final design and construction.

Ms. Mallek said that she saw that environmental concerns were listed on the agenda, but not on slide 27. She said that she was afraid that she would continue to express her concerns throughout this process, as the survey information revealed that boardwalks were installed in critical locations, alarming

many people. She said this was a concern when considering the area's rare bird habitats and the prioritization of accessibility over the animals that lived there. She said that she hoped that they would take her comments in the spirit in which they were intended.

Ms. Mallek asked if e-bikes would be allowed to use the path, even though they functioned as motorized vehicles.

Mr. DeWitt said that for the purposes of this, e-bikes were considered non-motorized vehicles. He said that e-bikes would be permitted on the path. He said that motorbikes with gas-powered engines or high-speed battery-powered engines may be subject to different regulations.

Ms. Mallek said that after the most recent community meeting, she had received a lot of feedback from people requesting when follow up meetings would be scheduled for property owners.

Mr. McDermott said that they were processing the feedback to develop a single preferred route. He said that they wanted to avoid meeting with landowners, as they had approximately 800 potential property owners who might be impacted by the three routes. He said that to focus their energy effectively, they were looking to determine the most feasible route before starting direct outreach to property owners.

Ms. Mallek said that to provide some background, she had been hearing from people that they may want to sell their properties within the next 10 years. She said that anyone conducting due diligence would notice the potential for a trail on the property. She said that this could severely impact their plans.

Ms. Mallek said that when someone stated that they were not providing an easement over this property, she hoped that staff could understand this and refrain from further development of the trail in that direction. She said that some individuals were very adamant about their opinions on this matter, and she wanted to share this information to avoid wasting resources.

Ms. Mallek said she held the project in high regard and believed it had the potential to be truly exceptional. She said that she was aware that long-term projects often encountered unforeseen issues. She said that she recalled similar challenges with the Capital Trail project. She said that her concern arose when she saw that they were willing to make sacrifices in order to expedite progress. She said that, in her opinion, environmental protection could not be a casualty of such expedience.

Mr. Pruitt asked if there was an expectation that many or most easements would be donated, based on experiences with similar trails across the country.

Mr. DeWitt said that in short, yes. He said that typically, as they began working with property owners and discussing specific easement needs and impacts, they were often supportive of the trail and willing to donate the easement. However, this was not always the case, and the cost of acquiring the right-of-way and easement could be a factor. He said that for instance, the Friendly City Trail in Harrisonburg, Virginia, was a combination of city-owned property and donated easements on private property. He said that in this case, the easements were donated, and as part of the negotiation, the city made some ancillary improvements to the properties. He said that this highlighted the potential for a mutually beneficial agreement, but it was not unusual for easements to be donated for this type of facility.

Mr. Pruitt asked if they would be able to utilize pre-existing easements.

Mr. DeWitt said the short answer was yes. He said that the easements, rights of way, and public and semi-public corridors had been taken into account in the route options development. He said that they had attempted to locate and prioritize these corridors as best they could. However, in some areas, they did not exist, and they were showing potential impacts to private property. When they could identify a corridor that appeared to be a preferred route, they would look to utilize existing rights of way easements, utility corridors, if available within that route option.

Mr. Pruitt asked at what stage they could expect a cost estimate for property control.

Mr. DeWitt said that they did not currently have an estimate of the costs involved. He said that once they had identified a preferred route, they would begin a more detailed analysis of the costs involved, including the acquisition of easements and the impact on their budget. He said that this would require a thorough review of construction structures, environmental permitting, and the acquisition of property and easements.

Mr. Pruitt said that he was very excited about this project as a long-distance athlete. However, he was also deeply concerned about the potential costs associated with this project. He said that several extraneous factors made this an uncommonly expensive endeavor. He said that Albemarle County residents had previously been unusually resistant to easements, which could drive up costs.

Mr. Pruitt said that the County had valuable land, educated residents, and a strong sense of community, all of which could make land acquisition more challenging and expensive. He said that the area's unique topography and lack of pre-existing easements may further complicate the process. He said that these factors combined created a stressful situation. He said he would like to know if there were any typical organizational strategies for communities that had successfully navigated similar projects.

Mr. DeWitt said it was not unusual that once a trail alignment got established and public funding became available, they saw things like friends of trail groups or corporate sponsors helping fund projects.

He said that in his experience, the largest funding source for this type of project was federal funds. He said that friends groups, sponsorships, and partner organizations could greatly contribute and make an otherwise unrealistic project more feasible.

Mr. Pruitt asked if Economic Development was involved in the process.

Mr. McDermott said that they had discussions with the Economic Development Office, and the stakeholder committee had a member who was part of the regional economic development partnership.

Ms. LaPisto-Kirtley said that the Economic Development Authority board had not yet reviewed the item. She asked if the County would be able to consider eminent domain to obtain easements for the trail.

Mr. McDermott said that they had not discussed that topic. He said that he did not think it was something they wanted to consider at this time, as they were not yet ready to.

Mr. Herrick said that the option was available if the Board chose to exercise it and met all the other requirements.

Ms. LaPisto-Kirtley said that to construct this project, they would need to obtain permission from homeowners and landowners, at least some of them.

Ms. LaPisto-Kirtley asked if the trail would become part of the Parks and Recreation Department.

Mr. McDermott said that was to be decided. He said it depended on the alignment of the routes. He noted that several of the alignments passed through existing parks. He said that Virginia Department of Transportation (VDOT) also maintained shared use paths within their rights-of-way. There were other options, as well, such as having other organizations maintain the paths.

Mr. Missel asked if staff had considered the County-wide trail offerings available today and how they might impact their overall larger, broader master plan trail system. He said that Walnut Creek, with its many trails, was a notable example, as was Biscuit Run. He said that there were numerous other opportunities for trails as well. He said that all these trails were part of the master-planned Albemarle County trail system. He said that he was curious to know if they considered how each trail contributed to the overall diversity and uniqueness of the system. He said that he wondered if there were strategies they would employ to ensure that the entire master-planned park system, including the trail system, was as comprehensive as possible.

Mr. DeWitt said in short, yes, they were considering existing facilities beyond just parks, including public, semi-public, and neighborhood-owned trails, to explore potential connections. He said that the Three Notched Trail could serve as a major spine, allowing other trails to develop and connect. He said that his question would likely become more relevant as they engaged with the community about prioritization and implementation. Additionally, examining areas where a small section of the Three Notched Trail would have a significant impact, such as expanding an existing trail or facility, would be an important consideration.

Mr. McDermott said that they were considering ways to offer different types of trails targeted at different uses.

Mr. Missel asked if the planning criteria were weighted.

Mr. Cohen said that they could be. He said that they could get very technical with the scoring process. He said that this could be helpful, but it also risked creating a false sense of accuracy, implying that they were somehow magically determining the perfect alignment. He said that he did not envision this project relying solely on numerical scores to determine the preferred alignment. He said that instead, they aimed to use these scores as a tool to explain their decision-making process.

Mr. Missel said that Ms. Mallek's comments regarding environmental impacts were really helpful. He said that he wanted to echo those comments not only out of sensitivity to them, but also in exploring ways to incorporate them into the trail experience. He said that he was curious about the proposed 10-foot width shared path. He asked if they expected it to be narrower in places. He asked if the trail was intended for all uses, or if there would be specific parts dedicated for specific uses.

Mr. McDermott said their goal, as they were creating a single trail, was to make it accessible to all users. He said that as they had previously discussed, there may be opportunities for offshoots or connections to other trail systems that catered to specific users, such as mountain biking. He said that the primary purpose of this trail was to serve all users.

Mr. McDermott said that the 10-foot width was the standard. However, he noted that there were exceptions where the width may need to be adjusted based on the location. He said that in rural areas where the trail was expected to receive less use and was constrained by environmental features, it may be possible to reduce the width slightly. He said that, conversely, in very busy areas, the width may need to be increased to accommodate the anticipated high volume of users.

Mr. Missel encouraged the County to consider partnerships to address trail maintenance.

Ms. Mallek asked for more information about the potential for using railway easements.

Mr. McDermott said that according to his understanding, the Buckingham Branch Railroad had indicated that they did not want to see any uses within 30 feet of an active rail. He said that if they owned additional right-of-way outside that 30 feet, they were willing to collaborate with them. He said that this meant that they could not follow the rail right-of-way the entire length, but there may be opportunities to work with them to utilize portions of their right-of-way, as long as they maintained the required distance.

Agenda Item No. 10. Introduction to the Bond Issuance Process.

The Executive Summary as forwarded to the Board states that the County's Capital Improvement Plan (CIP) is primarily funded through the issuance of bonds, consistent with the Board's adopted Financial Management Policies that were last updated on November 19, 2025.

As capital projects progress and expenditures occur, the County undertakes periodic bond issuances to provide long-term financing for eligible projects and to maintain alignment with approved CIP cash flows.

At the February 18, 2026 Board of Supervisors meeting, staff will present a brief educational overview of the bond issuance process and highlight the key factors that credit rating agencies consider.

The issuance of municipal bonds is a coordinated and methodical process involving County staff, the County's financial advisors (Davenport & Company LLC) and bond counsel (Hunton Andrews Kurth LLP), and the national credit rating agencies, among others. Leading up to any debt issuance, County staff and Davenport work closely together to align the County's capital needs, financial policies, and long-term repayment considerations, developing a Plan of Finance that supports responsible and sustainable debt management. As the issuance process begins, Hunton prepares the legal and disclosure documents that form the basis of the financing, while Davenport advises on structuring considerations and prepares materials that effectively communicate the County's financial position and management practices.

Prior to the Bond Issuance, the Board of Supervisors and the Economic Development Authority's (EDA) Board of Directors will be required to formally approve the Authorizing Resolution(s). At this time, Davenport and County staff will present a detailed Plan of Finance, including the specific borrowing amounts, repayment structure, and policy compliance analysis. This forthcoming presentation will provide the Board with the full financial context necessary to authorize the issuance and advance the financing process.

Finally, a central component of the process is the County's engagement with the credit rating agencies. Their evaluation of the County's financial management, economic conditions, reserve levels, debt profile, and governance practices directly influences the County's overall credit standing and investor confidence. These ratings play a significant role in determining market reception and the interest rates available at the time of sale.

The County has a AAA bond rating by the three leading bond rating agencies-Fitch, Moody's, and S&P-which represents the highest level of credit rating available. A locality with a AAA credit rating benefits from lower borrowing costs, stronger investor confidence, and greater financial flexibility. This top-tier designation signals exceptional fiscal health and minimal default risk, attracting investors, reducing interest rates on public project bonds, enhancing the area's reputation for stability, and making the community more appealing to businesses and residents while providing resilience during economic downturns. As of October 2025, only 54 of the 3,000+ counties in the United States have AAA bond ratings by the three leading bond rating agencies.

Key Next Steps:

- March 17 and March 18: Authorize the financing. The EDA will consider the authorizing resolution and associated financing documents on March 17, followed by the Board of Supervisors' consideration on March 18. At the March 18 Board of Supervisors meeting, staff will request that the Board approve the authorizing resolution.
- Week of March 23: Conduct rating agency engagement. Based on the financing calendar, rating agency meetings are expected to occur during the week of March 23, during which Davenport and staff will present the County's credit profile and respond to any follow-up inquiries.
- Week of April 13: Competitive bond sale. The bond sale is expected to occur during the week of April 13, at which time the County will know the interest rate for the borrowing.
- Week of May 6: Closing. Close on the financing during the week of May 6, with proceeds made available for authorized project expenditures.

Capital projects to be funded by the issuance of bonds are approved annually in the budget and have been appropriated in FY 26. This issuance was anticipated in the Board's adopted FY 26 - 30 CIP, which will be updated when the County Executive presents an FY 27 Recommended Budget and FY 27 31 CIP for the Board's consideration on February 25.

Staff recommends that the Board receive the information provided in the presentation to use throughout the during the bond issuance process.

Andy Bowman, Assistant Chief Financial Officer, said that in a month, the Board would be

requested to authorize the issuance of bonds. He said that this was an item that the County typically addressed every two years, with the last instance occurring in the fall of 2023. He said that as a result, there were three elected officials who had not undertaken this process, and three who had not done so in a while.

Mr. Bowman said that bonds could be a complex topic, and the presentation would not delve into charts, graphs, and financing plans, but rather provide an overview of the process from past years, leading up to this point. He said that it would also explore their future direction. He said that he would discuss why the County issued bonds, how they were used, the role of the Economic Development Authority, credit ratings, and their financial management policies. He said that he would also explain how the Board's activities throughout the year tied these elements together, as well as their next steps.

Mr. Bowman said that bonds served as a revenue source to fund capital projects and were considered a best practice in implementing capital projects. He said there were numerous benefits, but two significant advantages come to mind. Bonds allow for a smoother cost distribution over time, assisting with financial planning by issuing debt at a reasonable policy-managed level. The second major impact was that capital projects were generational investments with long-term, generational impacts.

Mr. Bowman said the CIP was funded primarily by bonds, with 72% of the revenues in the adopted CIP being funded by bonds. He said it was essential to note that the County did not borrow for ongoing operations. He said this was established as a best practice and clearly stated in the Board's adopted financial management policies. He said bond issuances were generally planned every other year, and staff was always on the lookout to refinance existing debt or refund existing bonds when eligible.

Mr. Bowman said a good rule of thumb was that bonds were typically refinanced around 10 years old, based on the interest rate. He said that currently, there was an opportunity to undertake a bond issuance in the spring, but the details will be presented to the Board on March 18. Moving forward, he would like to explain the process of issuing bonds from start to finish. He said this process began many years ago, when the Board was appropriating past capital projects and planning to fund them through bonds.

Mr. Bowman said that the debt service payments, which take place over a period of 20 years, were a critical component of this process. Once a bond was issued, the payment, reimbursement, compliance, and monitoring were handled on an annual basis. The majority of the time spent on this process was working with bond council and financial advisors to develop a financing plan and package, with the goal of securing the best possible interest rate.

Mr. Bowman said that after the plan was authorized, they met with credit-rated agencies to undergo a credit agency review. He said, as a result, those bonds will be sold and closed on shortly thereafter. He said this entire process was expected to be completed by early May.

Mr. Bowman said that in previous years, the Board had approved five-year CIPs and reviewed them annually, anticipating that future projects would be funded by bonds. Each year, the Board annually appropriated capital projects and approved a resolution with the intent to borrow for those capital projects in the future. On March 18, the Board would take the actual resolution to issue bonds and approve a draft form of the financial documents.

Mr. Bowman said that the documents would be a draft, as they could not be finalized until the credit agency review was completed, but they would provide a general sense of the form of those documents. It was essential to note that the upcoming budget discussion on capital projects was separate from the bond issuance, as the bonds were to fund already appropriated projects. The same week that the Board would be approving this, the Economic Development Authority would also take action. The Economic Development Authority was the conduit through which the Board was issuing bonds, and this was a best practice that was cost-effective and widely used by Virginia counties.

Mr. Bowman said that after the Board authorized this, they would have a team of County staff and financial advisors meet with the three national credit rating agencies. Their goal would be to defend the County's creditworthiness and maintain the triple triple-A bond rating. They would receive their ratings a couple of weeks after that. The common question he had received in the past was what the bond rating agencies were looking at when they reviewed the County's financials.

Mr. Bowman said they examined the economic tax base, which involved analyzing the mix of their tax base, economic development projects, and local and regional growth patterns. He said this information was informed by the cost for services study, the economic outlook report, and the Board's consideration of these data points last fall. The agencies also looked at financial performance and flexibility, which included reviewing the County's clean audit in December and quarterly financial reports. He said that the Board's five-year planning and consideration of multi-year impacts also tied into this section and adherence to and maintaining the long-range financial planning and policies was considered.

Mr. Bowman said that the debt itself was also considered. He said they had two key financial policies, which were a ratio between current debt service obligations and operating revenues, and the total outstanding debt compared to the tax base. He said that the County's triple triple-A rating was earned three times, twice in 2003, and again in 2013. He said that ratings were re-evaluated each time the County issued bonds. He said that of all counties in the US, only 54 had a triple AAA rating, and 13 were in Virginia. He said that a triple triple-A rating also enabled the County to secure the best possible

interest rates, as it attracted a large number of bidders.

Mr. Bowman said that the triple triple-A rating translated to lower debt service payments, providing future flexibility. Additionally, in the event of an emergency or unexpected borrowing needs, the triple triple-A rating ensured market access and borrowing when required. He said that the next steps involved a request for action by the Economic Development Authority (EDA) on March 17, followed by a presentation by Mr. Sumner and Davenport Company on March 18 for the Board to authorize the bonds. Rating agency reviews would take place in late March, a bond sale was scheduled for mid-April, and bond closing was expected by early May.

Ms. Duncan said that she was wondering if there was a standard length of time after a project was approved before the bond was issued.

Mr. Bowman said that one of the key points was that they did not want to borrow too early or too late in the reimbursement timeline. He said that he was having trouble recalling the exact timeline, but they generally borrowed within a couple of years after a project was completed.

Ms. Duncan asked if there was a limit to how much they could borrow.

Mr. Bowman said the County had a policy limiting debt service to 10% of total operating revenues. He said that if the County were to exceed this threshold, it would still be able to issue bonds, but they would be rated at a lower rating, resulting in higher interest costs. He said that the more debt the county had, the less flexibility it would have to allocate funds for other budgetary priorities that the board may desire.

Mr. Pruitt asked if the rates and offerings available to them as a municipality were comparable to those available in consumer credit markets and followed similar trends.

Jacob Sumner, Chief Financial Officer, said that he believed the pattern would be similar. He said that the type of debt they were issuing was tax-exempt debt, which was typically at a lower rate than what was seen in other taxable capital markets. He said they would see a similar pattern, though at a lower rate.

Mr. Missel asked how often they considered refinancing debt service.

Mr. Sumner said that their financial advisors regularly conducted an exercise to monitor their outstanding debt and compare it to the current interest rate environment. He said that when certain parameters were met, it became advantageous for them to consider a refunding or refinancing of the debt. He said that in such cases, they would present the option to the Board for consideration.

Mr. Missel asked if the recent AstraZeneca project would impact the County's ability to borrow and issue debt. He asked if staff had considered those impacts, as related to infrastructure readiness.

Mr. Sumner said that the rating agencies would evaluate not only their historical financial picture, including revenues and expenditures, but also their planning efforts and planning processes. He said that as part of their conversations with the agencies, they would present five-year financial plans. He said that during their November discussion of these plans, they examined the short-term and long-term aspects of the five-year plan.

Mr. Sumner said that he anticipated that these conversations would be part of their discussions with the rating agencies. He said that the agencies would assess their planning approach, including whether they were engaging in prudent financial planning and integrating their various plans.

Mr. Missel asked if the AstraZeneca project increased the County's ability to issue bonds for the project.

Mr. Bowman said that in the long term, he believed that the project would increase the County's revenues. He said that as total revenues increased, this provided more headroom for taking on debt. He said that the Rivanna Futures property was part of the 2023 issuance.

Mr. Gallaway said that he thought it was beneficial to explain the triple triple-A bond rating when discussing the budget. He said that it was not immediately clear what this rating meant, and it may be useful to break it down in terms of dollars. He said for example, if they had a lower rating, they could calculate the interest rates and equate them to dollar savings. He said that this would help illustrate the benefits of having a triple-AAA bond rating, especially the benefit to taxpayers.

Mr. Bowman said that he suggested they could bring that idea into the budget work sessions.

Mr. Gallaway said that he would appreciate it if they could clarify the difference between a bond issuance and a bond referendum. He said that when they discussed capital projects, such as a high school or a large CIP request, and they had had a bond referendum in the past, it was essential to distinguish between the two.

Mr. Bowman said that if a general obligation referendum was approved, the County could potentially benefit from about 25 basis points better on a debt service issuance. He said that this was because the market viewed debt backed by the full faith and credit of the voters as more favorable than

traditional bonds issued by the County. He said the Board would need to carefully consider which projects to include in the referendum, as a mandated project that was turned down could have significant implications.

Agenda Item No. 11. Closed Meeting

At 4:29 p.m., Ms. Duncan **moved** that the Board of Supervisors convene a closed meeting pursuant to section 2.2-3711(A) of the Code of Virginia:

- under subsection (6) to discuss and consider the investment of public funds related to possible agreement(s) with AstraZeneca LP and the Virginia Department of Transportation, where bargaining is involved and where, if made public initially, would adversely affect the financial interest of the County;
- under subsection (8), to consult with legal counsel regarding specific legal matters (including possible agreement(s) with AstraZeneca LP and the Virginia Department of Transportation) requiring the provision of legal advice by such counsel; and
- under subsection (29), to discuss the negotiation of public contract(s) with AstraZeneca LP, involving the expenditure of public funds, where discussion in an open session would adversely affect the bargaining position

Ms. Mallek **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Mr. Missel, Mr. Pruitt, and Ms. Duncan.
NAYS: None.

Agenda Item No. 12. Certify Closed Meeting.

At 6:03 p.m., Ms. Duncan **moved** that the Board of Supervisors certify by a recorded vote that, to the best of each Supervisor's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed meeting were heard, discussed, or considered in the closed meeting.

Ms. Mallek **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Mr. Missel, Mr. Pruitt, and Ms. Duncan.
NAYS: None.

Agenda Item No. 13. From the County Executive: Report on Matters Not Listed on the Agenda.

There was no report provided.

Agenda Item No. 14. Public Comment on: Matters Previously Considered or Currently Pending Before the Board (Other than Scheduled Public Hearings).

Mr. Missel read the rules of procedure for public comment.

Alicia Lenahan said that when they demanded better from their elected officials and expected their laws to reflect their values, they expected to see better outcomes. She said that the resolution passed by the Charlottesville City Council and the proposed legislation working its way through the General Assembly were helping Virginia catch up with other states. However, County residents were still waiting for a response from the Board.

Ms. Lenahan said that the community was still waiting to learn how law enforcement would respond when ICE agents showed up at residents' doors without a judicial warrant. She said that they were also waiting to learn how law enforcement would respond when residents were brutalized while exercising their constitutional rights. She said that the resolution and other legislation were reactive. Policies, planning, and practices must reflect the changing landscape.

Ms. Lenahan said that ICE agents should be transparent, in uniform, and carrying judicial warrants. She said that ICE agents were often showing up in casual attire, driving unmarked vehicles, and even posing as stranded individuals or helpers. If law enforcement was committed to keeping all of them safe, it must be vigilant, proactive, and strictly adhere to principles of de-escalation.

Ms. Lenahan said that it must also be resolute in upholding the law, especially when federal agents posed as law enforcement. The specter of ICE agents at polling places loomed large. In April, Virginia would hold a special election addressing a proposed constitutional amendment that would allow the General Assembly to temporarily adopt new congressional districts to restore fairness in the upcoming elections.

Ms. Lenahan said that the Board had time to plan and take action. She said that the County Executive oversaw law enforcement, and the Board held the purse strings. Together, they had the

authority and responsibility to ensure that the actions of local government reflected their values. She said that they could protect their community.

Susan McCulley, Samuel Miller District, urged the County to make a clear statement and establish policies regarding how the County would respond when federal immigration agents arrived. She said that Commonwealth's Attorney Jim Hingley had pointed out in a meeting last week that regardless of whether a particular action was lawful, unidentified agents performing immigration enforcement terrorized the community and endangered both residents and law enforcement. She said that Minneapolis Mayor Jacob Fry had recently said, "You're not going to avoid this kind of engagement by not speaking up."

Ms. McCulley said that she had heard both elected officials and CEOs say, "We don't want to attract any attention." However, she noted that this was precisely the point: they should all be paying attention to what was happening right now. She said that they should all be speaking out. Mayor Fry, who had experience with this issue, understood that not speaking up simply kicked the can down the road and subjected other places to this kind of unconstitutional action. He also recognized the importance of separation ordinances and other policies that instilled community trust, ensuring that everyone felt comfortable calling 911 in an emergency without fear of being deported based on their documentation status.

Ms. McCulley said that this was not a moral issue; it was simply good policy. She questioned what the County would do to keep residents safe. She said the time to set policy was now, and the time to establish what police and other officials would do was now. She said other jurisdictions were doing this, and they wanted to know if the County would work with them to build dialogue and prepare action plans.

Rebecca Brown said that she lives with a genetic health condition and disabilities that significantly impacted her daily life, leading to substantial personal loss. She said that as the County began its search for a new Director of Community Development, she would like to emphasize the vital housing assistance infrastructure that already exists. She said that the County had a robust housing toolkit, and she believed that there was an opportunity to hire a leader who will further enhance how the tools functioned and provide true preventative infrastructure.

Ms. Brown said that currently, even when residents followed every rule and tracked every update, they can still fall through the cracks created by administrative design. She said that she was requesting four specific low-cost refinements to maximize the impact of the current programs. First, she proposed wait list predictability to ensure that individuals with disabilities or unstable health were not excluded by surprise openings. She said that publicly announced schedules for housing voucher wait lists were necessary to provide stability and clarity.

Ms. Brown said she recommended an anti-purge safeguard to protect the work already done to qualify residents. She said that a mandatory 30-day cure period and clear reinstatement pathways were necessary before someone was dropped for a missed notice. This was particularly important for individuals who may be experiencing significant health changes. She suggested providing public-facing clear accessibility information to make it easier for disabled residents to find accessible units in the publicly funded developments. She said that this will eliminate the need for an exhausting scavenger hunt.

Ms. Brown said they need to consider emergency relief program transparency to ensure that the program was used effectively. She said that service providers report that awards were often made below the maximum, even when funds were available and eviction risk remained. By providing clear written guidelines for award amounts, they can ensure that whenever funds were available, eviction risk can be fully resolved, rather than just delayed when people were vulnerable.

Ms. Brown said she was asking for administrative clarity. She said the County had built the infrastructure; the next step was ensuring that it was used to its full preventative potential, so that access to help did not depend on total collapse and homelessness.

Agenda Item No. 15. **Public Hearing for Walnut Creek Park Appalachian Power Utility Easement.** To receive public comment on the conveyance of a proposed underground utility easement to Appalachian Power on County-owned Parcel 10000-00-00-03500 (100-35), a portion of Walnut Creek Park, to serve a cell tower subject of a County lease approved on August 9, 2024.

The Executive Summary as forwarded to the Board states that Appalachian Power requests an underground utility easement (Attachment A) on County-owned Parcel 10000-00-00-03500 (100-35), a portion of Walnut Creek Park, to serve a cell tower subject to a County lease approved on August 9, 2024 (Attachments B and C). Virginia Code § 15.2-1800(B) requires a public hearing prior to disposal of County property.

Activation of the cell tower is anticipated to improve cell coverage for County staff and public safety at the park and in the vicinity. Based on previous utility easements conveyed to Appalachian Power, County staff determined that \$1,500 was a fair and reasonable value of this proposed utility easement.

If the proposed utility easement is approved, the county would realize a one-time payment of \$1,500 of revenue for the utility easement.

Staff recommends that the Board adopt the attached Resolution (Attachment D) approving conveyance of the utility easement.

Amy Smith, Director of Parks and Recreation, said that Appalachian Power was seeking an underground utility easement on a portion of Walnut Creek Park, which already had a cell tower. She said that they needed the easement to bring power from one location to another. She said that the lease for this easement was approved on August 9, 2024. She said that the cell tower was completed in April 2025. She would like to remind the Board that the cell tower was located near the maintenance shop at Walnut Creek Park. She said that the easement would run along the road, up toward the cashier booth, and over to the cell tower.

Ms. Smith said that the budget impact was a one-time revenue of \$1,500, which was determined by County staff on previous utility easements. She said that the cell tower would bring better cell reception into the park, which would benefit neighboring residents and improve safety in the park. She said that Walnut Creek Park had 15 miles of mountain biking trails, and in the event of an accident, it could take a long time for help to arrive due to the lack of cell coverage. She said staff recommended that the Board adopt the resolution approving the conveyance of the utility easement.

Ms. Mallek said she was surprised that this request was not included in the original application.

Ms. Smith said that they realized that they should have implemented the changes all at once, and they did not.

Mr. Gallaway opened the public hearing. There was no one wishing to speak, so the public hearing was closed, and the matter was brought back before the Board for discussion.

Mr. Missel **moved** that the Board of Supervisors adopt the Resolution, Attachment D, as presented in the staff report.

Ms. Mallek **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Mr. Missel, Mr. Pruitt, and Ms. Duncan.

NAYS: None.

**RESOLUTION APPROVING CONVEYANCE OF A UTILITY EASEMENT TO
THE APPALACHIAN POWER COMPANY ON TAX PARCEL 10000-00-00-03500**

WHEREAS, the Board finds it is in the best interest of the County to approve the conveyance of a utility easement to the Appalachian Power Company across a portion of Parcel 10000-00-00-03500 ("Parcel 100-35"), a part of Walnut Creek Park, for the purpose of providing electrical service to a cell tower located on Parcel 100-35;

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle County Board of Supervisors, hereby approves the conveyance of a utility easement to the Appalachian Power Company across a portion of parcel 100-35 for the purpose of providing electrical service to the cell tower located on parcel 100-35, and authorizes the County Executive to execute an easement and any related documents on behalf of the County after such documents are approved as to substance and form by the County Attorney.

GRW 256 - UNDGRD - VA - CORP

Eas. No.
W.O. No. W003836001

R/W Map No. 38790670C0
Job No. 25310040

Line No. Vertical Bridge Line
Prop. No. 1

THIS AGREEMENT, made this 1st day of April, 2026, by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, herein called "Grantor", and **APPALACHIAN POWER COMPANY**, a Virginia corporation, herein called "Appalachian",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration from Appalachian, the receipt and sufficiency of which hereby acknowledged, Grantors hereby grant, convey, and warrant to Appalachian, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, across or under the following described lands of the Grantor situated in Samuel Miller District, County of Albemarle, Commonwealth of Virginia.

Being a right of way and easement on the property of the Grantors identified as Albemarle County, Tax Parcel No. 100000-00-00-03500 herein after referred to as "premises."

The Easement shall be 20 feet wide, lying 10 feet on each side of the facilities as constructed. The approximate location of said Easement or Easement centerline is depicted on Exhibit A, attached hereto and incorporated herein.

TOGETHER with the right, privilege and authority to Appalachian, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and appurtenances (hereinafter called "Appalachian's Facilities"), in, on, along, through, across and under the above referred to premises. The right to cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the right of way and easement; the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantors at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith. Within the Easement, Grantor shall not: place any buildings, structures, piles of debris, change the level of the ground by excavation or mounding.

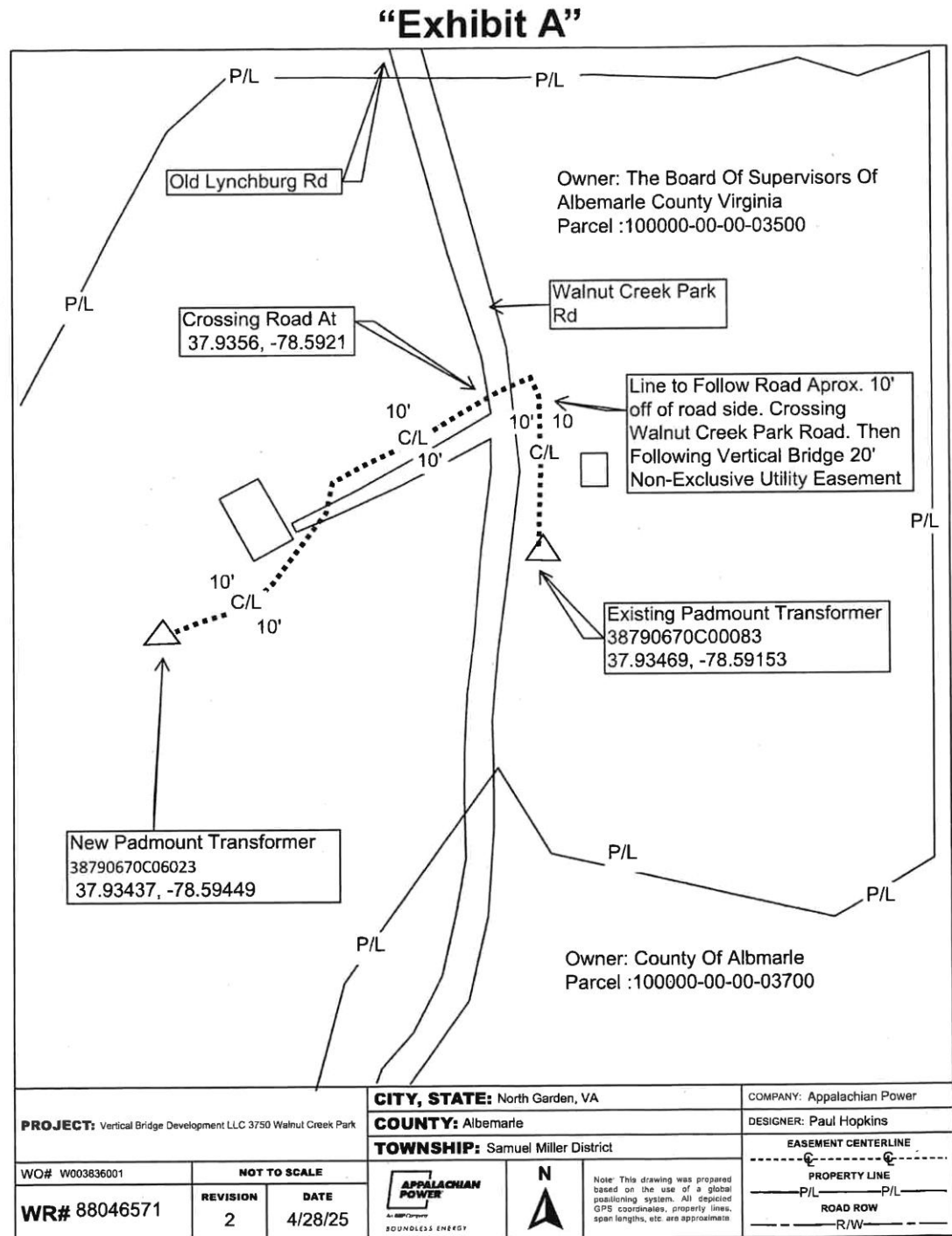
It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

THIS INSTRUMENT PREPARED BY AND UPON RECORDATION RETURN TO
APPALACHIAN POWER COMPANY, PO BOX 2021, ROANOKE, VIRGINIA 24022



Agenda Item No. 16. **Utility Easements across County-Owned Parcel 09100-00-00-002E0.** To receive public comment on the conveyance of a utility easement to Brightspeed of Virginia LLC and utility easement Virginia Electric and Power Company across County-owned Parcel 09100-00-00-002E), located at 1515 Founders Place.”

The Executive Summary as forwarded to the Board stated that Albemarle County Public Schools (ACPS) is developing Parcel 09100-00-00-01100 for the Southern Feeder Pattern Elementary School Project. To support the upcoming construction and future operation of the new elementary school, several easements have been requested across the adjacent County-owned Parcel 09100-00-00-002E0. Albemarle County Fire Rescue Station 11 is located on this parcel.

Two easements are requested.

- 1) Dominion Power Easement: This easement (shown in Attachment A) would supply permanent power to the new Southern Feeder Pattern Elementary School.
- 2) Brightspeed Internet Easement and Licensed Use Area: The access for this service will be in two forms. One section will be a non-exclusive easement for the utility (Attachment B). The remainder of the area needed for the utility will run through an existing unused conduit connecting to the main utility service along Mill Creek Drive. This area will be in the form of a non-exclusive licensed use agreement (Attachment C) which will not restrict future expansion

or modification needed to the Fire Station located on the parcel. The plat showing the proposed easement and license areas is in Attachment D.

There would be no budget impact for these proposed easements and license.

Staff recommends the Board adopt the resolution (Attachment E) approving the easements and licensed use and authorizing the County Executive to sign the agreements.

Bill Strother, Deputy Director of Facilities and Environmental Services, stated that they were there for the public hearing to discuss utility easements across the County and parcel 91-2E. To provide some background, this parcel was actually Fire Station 11, located directly in front of a parcel where the County schools were building a new upper elementary school. For reference, the parcel was located along Mill Creek and Founders Place. These utility easements would directly support the construction and operations of the new school.

Mr. Strother one would be a permanent Dominion Power easement, providing permanent power to the school. The second would be a telecommunications easement through Brightspeed, which would be separated into two portions: an easement and a licensed used area. He said that he would provide more information on why they separated this out and the benefits the County would receive from it. These easements would be non-exclusive, allowing for future modifications if the provider changed. The licensed used area would also not restrict the County's ability to expand the fire station renovations and perform additional work.

Mr. Strother said they were actually providing an existing three-inch conduit that was installed when the facility was constructed. He said this would help save costs on the school construction and avoid routing the power all the way down Founders Place to Mill Creek. The telecommunications easement would connect with the three-inch conduit, then run directly to Mill Creek where the main interconnection was.

Mr. Strother said that they had engaged with County stakeholders and saw no issues with the easements for the utility. He said they were working with County school project management staff to ensure that there were no interruptions to County fire services at the station. There would be no budget impacts for this easement to the County. He said staff recommended that the Board adopt the attached resolution, approving the easements and license use area, and authorizing the County Executive to execute deeds and any necessary or related documents to convey these interests.

Mr. Gallaway opened the public hearing. There was no one wishing to speak, so the public hearing was closed, and the matter was brought back before the Board for discussion.

Mr. Pruitt **moved** that the Board of Supervisors approve the Board adopt the attached Resolution (Attachment E) approving the easements and licensed use and authorizing the County Executive to sign the agreements.

Ms. Mallek **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Mr. Missel, Mr. Pruitt, and Ms. Duncan.
NAYS: None.

**RESOLUTION APPROVING CONVEYANCE OF A UTILITY EASEMENT TO
DOMINION VIRGINIA ENERGY AND A UTILITY EASEMENT AND LICENSE
AGREEMENT TO BRIGHTSPEED OF VIRGINIA ACROSS
PARCEL NUMBER 09100-00-00-002E0**

WHEREAS, Albemarle County Public Schools ("ACPS") is developing and constructing the Southern Feeder Pattern Elementary School (the "Project"), adjacent from County-owned Parcel 09100-00-00-002E0 ("Parcel 91-2E"); and

WHEREAS, utility easements for Dominion Virginia Energy ("Dominion") and Brightspeed of Virginia ("Brightspeed") are needed across a portion of Parcel 91-2E to provide power and phone/internet service to the Project; and

WHEREAS, the Board finds that granting a utility easement to Dominion and a non-exclusive utility easement and non-exclusive license to Brightspeed across portions of Parcel 91-2E, is necessary to support the construction and operation of the Project.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves conveying a utility easement to Dominion, and a nonexclusive utility easement and non-exclusive license agreement to Brightspeed, across a portion of Parcel 91-2E, and authorizes the County Executive to sign any documents needed for conveyance of the utility easements and license agreement as proposed, once the County Attorney has approved those documents as to form and substance.



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this 25 day of February, 2026, by and between the COUNTY OF ALBEMARLE, VIRGINIA ("**GRANTOR**") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its principal office in Richmond, Virginia ("**GRANTEE**").

WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, the perpetual right, privilege and exclusive easement over, under, through, upon, above and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity; for fiber optic cables, wires, attachments, and other transmission facilities, and all equipment, accessories and appurtenances desirable in connection therewith, for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties; and for lighting purposes; including but not limited to the rights:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said exclusive easement shall extend FIFTEEN (15) feet in width across the lands of **GRANTOR**; and

1.3 to apportion, lease, or license the voice, text, data, internet service, and other communications rights herein in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to apportion, lease, or license surplus communications capacity to third parties for the exercise of such rights.

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in ALBEMARLE COUNTY, Virginia, as more fully described on Plat(s) Numbered 81-24-0079, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by **GRANTOR**, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Energy Virginia, 1719 Hydraulic Road, Charlottesville, VA 22901.

Initials: *AL* _____



Right of Way Agreement

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE**'s exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE**'s rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE**'s exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE**'s exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE**'S right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE**'S obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE**'S stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials:  _____

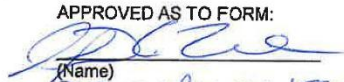

Right of Way Agreement

11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that they have been duly authorized to execute this easement on behalf of said County.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, **GRANTOR** has caused its name to be signed hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:  (Name) <u>Deputy County Attorney</u> (Title)	ALBEMARLE COUNTY VIRGINIA By:  Title: <u>County Executive</u>
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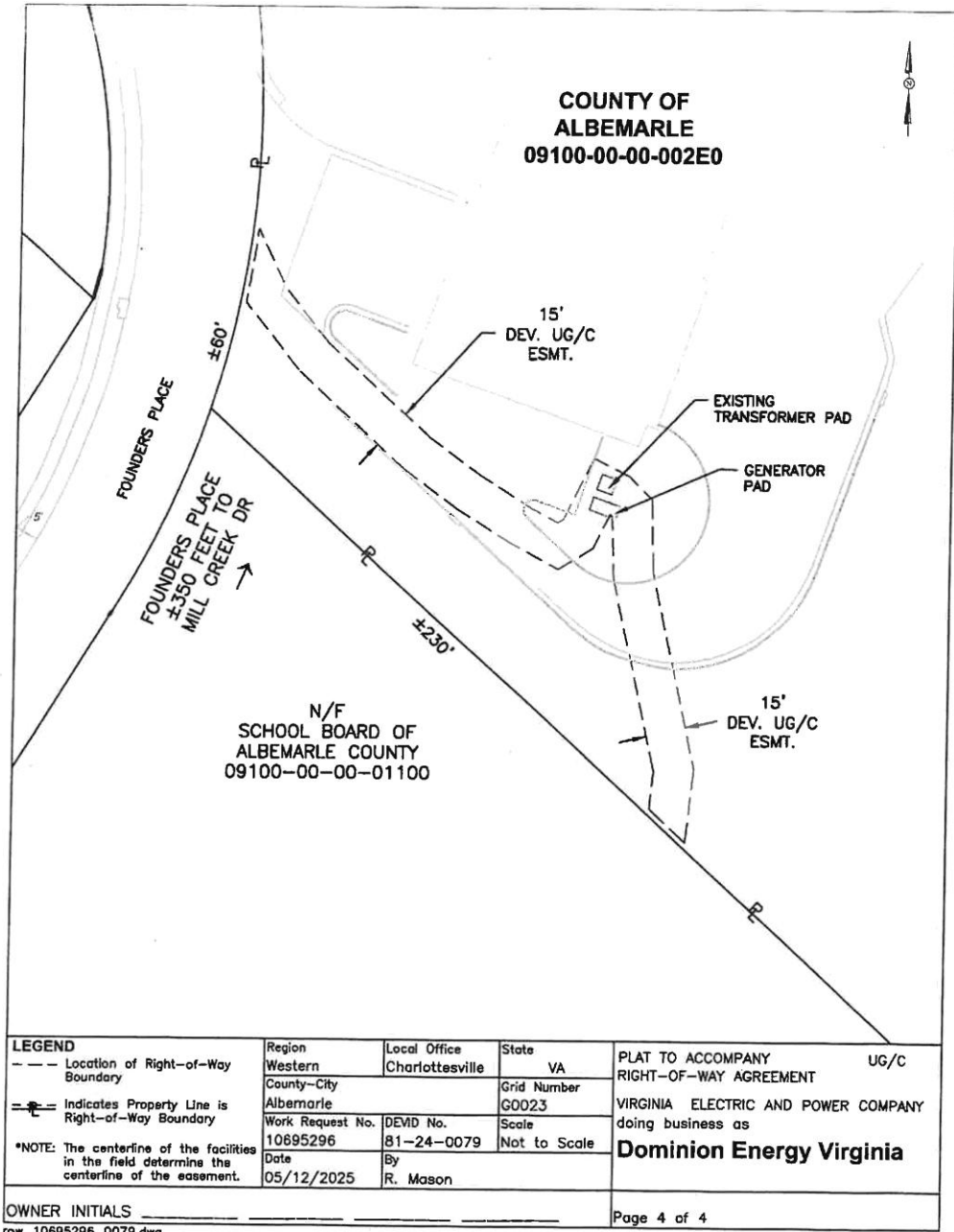
State of Virginia
City
County of Charlottesville

I, Cheryl L. Skeen, a Notary Public in and for the Commonwealth of Virginia at Large, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid Jeffrey B. Richardson, County Executive on behalf of the County of Albemarle, Virginia whose name is signed to the foregoing writing this 27th day of Feb., 2026 and acknowledged the same before me.

Given under my hand <u>February 27</u> , 20 <u>26</u>	
<u>Cheryl L. Skeen</u> Notary Public (Print Name)	<u>Cheryl L. Skeen</u> Notary Public (Signature)
Virginia Notary Reg. No. <u>7153762</u>	My Commission Expires: <u>Oct. 31, 2027</u>



(Notary Seal Here)



202600002276 PG 001

After recording, please return to:
Brightspeed
Right of Way Dept.
1120 South Tryon Street
Charlotte, NC 28203

Prepared by:
Todd Stults
Brightspeed ROW PM

RECORDING INFORMATION ABOVE

Grantor: COUNTY OF ALBEMARLE
Grantee: BRIGHTSPEED OF VIRGINIA, LLC
Parcel: 09100-00-00-002E0

EASEMENT AGREEMENT

The undersigned ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **BRIGHTSPEED OF VIRGINIA, LLC**, a limited liability company, its successors, assigns, lessees, licensees, agents and affiliates ("Grantee"), having an address of 1120 South Tryon Street, Charlotte, North Carolina 28203, Attn: Right of Way Dept., a perpetual, non-exclusive easement as shown on Exhibit A as "C/L 15" Brightspeed Easement Hereby Dedicated 1179 SF or 0.041 AC" ("Easement") to construct, operate, maintain, repair, expand, replace and remove a communication system that Grantee from time to time may require, consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, and other facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the "Facilities") over, under and across the following property located in the County of Albemarle, in the Commonwealth of Virginia, identified as Parcel Number 09100-00-00-002E0, which Grantor owns (the "Property"):

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT A** ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT

Grantor further grants and conveys to Grantee the following incidental rights:

- (1) The right of ingress and egress over and across Grantor's lands to and from the Easement; and
- (2) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Area as shown on Exhibit A.

202600002276 PG 002

Grantor reserves the right to use and enjoy the Property so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Area that will interfere with the Easement or Facilities and will not alter the surface or subsurface of the Property or the ground immediately adjacent to the Easement Area by grading or otherwise excavating, without Grantee's written consent.

(3) Grantee must remove from the Easement Area all trash and other debris resulting from or otherwise accumulating due to establishment, installation, construction, maintenance, use or repair of the Facilities.

Grantor warrants that Grantor is the owner of the Property identified as Parcel Number 09100-00-00-002E0.

The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

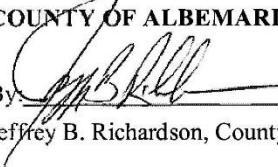
Executed by Grantor this 13 day of March, 2026.

SIGNATURE ON FOLLOWING PAGE

202600002276 PG 003

GRANTOR:


COUNTY OF ALBEMARLE

By 
Jeffrey B. Richardson, County Executive

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Charlottesville :

The foregoing instrument was acknowledged before me this 13th day of March, 2026,
by Jeffrey B. Richardson, as County Executive on behalf of the County of
Albemarle, Virginia.

My commission expires: Oct. 31, 2027
WITNESS my hand and official seal.


Notary Public

(SEAL)



Approved as to Form:

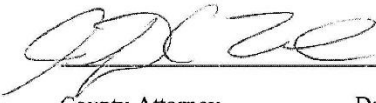
 3/2/26
County Attorney Date

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

The easement is a strip of land fifteen (15) feet wide shown on the plat named "15' BRIGHTSPEED EASEMENT HEREBY DEDICATED 1779 SF or 0.041 AC" as shown on that certain plat of Timmons Group dated December 8, 2025 and titled "Plat Showing 15' Brightspeed Easement Across The Lands of County Of Albemarle Tax Map Parcel 91-2E Scottsville Magisterial District, Albemarle County, Virginia" recorded immediately prior hereto in the Circuit Court Clerk's Office of the County of Albemarle.

202600002276 PG 006

INSTRUMENT # 202600002276
E-RECORDED IN THE CLERK'S OFFICE OF
ALBEMARLE ON
MARCH 16, 2026 AT 08:42AM

JON R. ZUG, CLERK
RECORDED BY: MEB

202600002277 PG 001

This document was prepared by:
Albemarle County Attorney
County of Albemarle
401 McIntire Road
Charlottesville, Virginia 22902

Parcel ID Number 09100-00-00-002E0

This instrument is exempt from taxation under *Virginia Code* §§ 58.1-811(A)(3) and/or 58.1-811(C)(4) and from Clerk's fees under *Virginia Code* § 17.1-266.

NON-EXCLUSIVE REVOCABLE UTILITY LICENSE

THIS NON-EXCLUSIVE REVOCABLE LICENSE (the "License") dated 2/27, 2026, is by and between the COUNTY OF ALBEMARLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County" or "Licensor") and BRIGHTSPEED OF VIRGINIA, LLC, a limited liability company authorized to transact business in Virginia (hereinafter referred to as "Licensee").

WHEREAS, the County is the fee simple owner Parcel ID Number 09100-00-00-002E0, located in Albemarle County, Virginia.

WHEREAS, the County desires to grant to Licensee a non-exclusive revocable license to use certain portions of Parcel ID Number 09100-00-00-002E0, described below as the "Licensed Premises," for the purposes hereinafter set forth, subject to the terms and conditions set forth in this License.

WITNESS:

NOW, THEREFORE, for and in consideration of TEN DOLLARS (\$10.00), cash in hand paid and in consideration of the mutual premises stated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Licensee hereby agree as follows:

1. Grant of License. Subject to the terms and conditions set forth herein, the County hereby grants to Licensee a non-exclusive revocable license within the Licensed Premises to install, operate, construct, maintain, and repair all necessary cables, wires, conduits, drains, splicing boxes, surface location markers, equipment cabinets and other facilities to include utility service to provide telephone and internet service and other communications to third parties as may be needed. The Licensed Premises consists of those certain areas shown as "C/L 15' Brightspeed Licensed Use Area (Hatched) Hereby Dedicated 5119 SF or 0.188 AC" on that certain plat of Timmons Group dated December 8, 2025 and titled "Plat Showing 15' Brightspeed Easement Across The Lands of County Of Albemarle Tax Map Parcel 91-2E Scottsville Magisterial District, Albemarle County, Virginia" attached hereto and recorded herewith in the Circuit Court Clerk's Office of the County of Albemarle.

2. Use of Existing Conduits. As part of the construction of school facilities on a parcel adjoining the County's property, telephone, internet, and broadband service connections are needed. Licensee may utilize a single 3" existing conduit and underground infrastructure to run the necessary wires and fiber to the existing pedestal on Mill Creek Road. The Licensee is granted a license to access the

202600002277 PG 002

existing single 3” conduit in the Licensed Premises in order to provide telephone, internet, broadband and other similar services, at its sole cost and expense (“Improvements”).

The conduits within the Licensed Premises and in the Licensed Area will be and remain the property of the County.

3. Rights of Licensee Associated with Maintaining the Licensed Premises. Licensee, its agents, employees and contractors may enter the Licensed Premises under the following terms:

A. Right of Ingress and Egress. Licensee may enter the Licensed Premises at any time for the purpose of installing, inspecting, and maintaining the wires and fibers they place in the existing conduits in the Licensed Premises, and/or repairing the Licensed Premises and will be solely responsible for inspecting, maintaining, and repairing the Licensed Premises and any wires and fiber in the conduits.

B. Obligation to Remove Trash and Other Debris. Licensee must remove from the Licensed Premises all trash and other debris resulting from or otherwise accumulating due to the installation, maintenance, or repair of the Licensed Premises.

4. Termination.

A. Either the County or its successors may revoke this License at any time and for any reason by giving sixty (60) days’ written notice to the Licensee or its successors of the terminating party’s intent to terminate, and this License will automatically terminate without any further action of either party hereto on the date specified in such notice (but not earlier than 60 days after such notice) and may not thereafter be reinstated without the express consent of the County.

B. Within thirty (30) days of the termination of this License or as soon thereafter as practical, if so requested by the County, Licensee must promptly remove, at its sole cost and expense, any Improvements installed by Licensee in the Licensed Premises. If Licensee does not promptly complete such removal, the County may either (i) complete such removal and thereafter the County will be entitled to reimbursement by Licensee for reasonable costs associated therewith, or (ii) accept ownership of any Improvements and thereupon the County will be the sole owner of said Improvements, which will be deemed a part of the real property and improvements comprising Parcel ID Number 09100-00-00-002E0, free and clear of any claims, liens, encumbrances or the like of any party.

5. Non-Exclusivity; Restrictions.

A. This License is non-exclusive; provided, however, that the County will not grant any license, right, permission, consent or any interest in land that allows the grantee thereof to occupy or enter the Licensed Premises in a manner inconsistent with the terms of this License.

B. Each party will use reasonable best efforts to ensure that no party interferes with the peaceful enjoyment of the other party in the rightful use of the Licensed Premises.

C. Licensee may use the Licensed Premises and any Improvements only for the purposes set forth in this License and in accordance with this License. The County may enter the Licensed Premises or any Improvements at any time and from time to time for any purpose that is not inconsistent with the terms of this License. Licensee must maintain the Licensed Premises and any Improvements in a neat and orderly fashion at all times, free of refuse and debris and anything that might reasonably pose a hazard or danger to the safety of any person thereupon.

202600002277 PG 003

D. No Improvements may be substantially relocated or expanded by Licensee within the Licensed Premises without the County's prior written consent in each instance.

6. **Liability.** The County has no affirmative obligation to maintain the Licensed Premises (or any Improvement(s) thereon). Notwithstanding anything to the contrary set forth herein, the County has no liability or obligation with respect to the Licensed Premises, except as related to the gross negligence or malfeasance of the County.

7. **Liability Insurance.** Licensee must add the County to Licensee's general liability insurance policy as an additional insured with respect to the License granted herein to Licensee. Licensee must maintain at all times general liability insurance coverage reasonably satisfactory to the County that names the County as an additional insured thereon. The County will not be liable to Licensee or Licensee's employees, agents, patrons, visitors, or any other person whomsoever, for any injury to person or damage to property, or for any loss, liability, damages or claims resulting on or about or otherwise arising in connection with the Licensed Premises from the use thereof or of any Improvements by Licensee, its agents, servants or employees, or any other person. Such insurer, by endorsement upon the policy or policies issued by it or by independent instrument furnished to the County, must give the County thirty (30) days' prior written notice of the effective date of any alteration or cancellation of such policy. If such insurance policy does lapse, with or without notice to the County, this License will automatically terminate without any further action of either party hereto and may not thereafter be reinstated without the express consent of the County.

8. **Hold Harmless.** Notwithstanding any other provision in this License, Licensee will protect, defend and save harmless the County from and against any and all liabilities, obligations, losses, claims, damages, demands, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) of any kinds imposed upon, incurred by, or otherwise asserted against the County on account of (a) any loss or damage caused by the Licensee or its agents during construction of the Improvements to the Licensed Premises or Archer Avenue, or (b) any injury to, or death of, any person that may be occasioned by any cause whatsoever pertaining to or otherwise associated with this License or any Improvements, except the gross negligence or malfeasance of the County. The terms of this Section 9 including the Licensee's indemnity obligations hereunder will survive the expiration or termination of this License.

9. **Reimbursement of Costs.** Licensee must reimburse the County for any cost or expenses incurred by the County in maintaining this License or the Licensed Premises, or any Improvements, within thirty (30) working days after receiving a written request from the County for such reimbursement.

10. **Title, Access and Authority.** The County covenants and warrants to Licensee that it presently owns the fee simple interest in and to Parcel ID Number 09100-00-00-002E0, and that the County is duly authorized and empowered to grant this License.

11. **No Dedication.**

A. Licensee certifies, represents and declares that it has no title in or to the Licensed Premises nor to the fee or any portion thereof and has not, does not, and will not in the future claim any such title nor any easement (or other rights except as expressly set forth in this License or any future written agreement with the County) on all or any portion thereof.

B. Notwithstanding any other provision in this License, the License herein granted is not intended to and will not effect or constitute a dedication to the Licensee of the Licensed Premises, and

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the rights created hereunder are and will remain for the benefit only of the authorized and permitted persons designated herein, including Licensee.

12. Governmental and Other Requirements. Licensee will (a) faithfully observe all applicable laws in the use of the Licensed Premises, (b) bear all costs incurred in the performance of any permitted activities set out herein, and (c) complete all such activities in accordance with, all municipal and county ordinances and codes and all state and federal statutes, rules and regulations, and reasonable rules and regulations established by the County, now in force or which may hereafter be in force.

13. Miscellaneous Provisions.

A. Modifications. This Agreement may not be modified, except in a writing signed by the County and Licensee.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting subject matter herein contained.

C. Assignment. Licensee may not assign or allow another party to assume its interest in this License without the prior written approval of the County in each such instance. Permission to any single assignment will not operate as a waiver of such right to approve any subsequent assignment. This License is not appurtenant to and does not run with the Licensed Premises.

D. Successors and Assigns. The covenants, promises, conditions, licenses and agreements contained in this License are binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

E. Governing Law. This License is governed by and construed in accordance with the laws of the Commonwealth of Virginia, principles of conflicts of law notwithstanding.

F. Recordation; Release. In the event of recordation of this License, the County and Licensee agree to deliver upon the termination of this License an executed document or instrument (in form reasonably acceptable to the County and recordable in the in the Clerk's Office of the Circuit Court of Albemarle County, Virginia) acknowledging the termination of this License and that Licensee, for itself, its successor and assigns, expressly relinquishes any and all rights and interest in the Licensed Premises arising under this License, and Licensee expressly authorizes the County to record such document or instrument in the aforesaid Clerk's Office upon receipt of same.

The County, acting by and through its County Executive, duly authorized by the Board of Supervisors of Albemarle County, Virginia, does hereby consent to the terms of this License.

Licensee, acting by and through its duly authorized agent, does hereby consent to the terms of this License.

SIGNATURES ON FOLLOWING PAGES

202600002277 PG 005

WITNESS the following signatures.

LICENSOR:

COUNTY OF ALBEMARLE, VIRGINIA,
a political subdivision of
the Commonwealth of Virginia,

By: [Signature]
Jeffrey B. Richardson, County Executive

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Charlottesville
City

The foregoing instrument was acknowledged before me this 13th day of March,
2026 by Jeffrey B. Richardson, County Executive on behalf of the County of Albemarle, Virginia.

[Signature]
Notary Public

My Commission Expires: Oct. 31, 2027

APPROVED AS TO FORM:

[Signature]
County Attorney



202600002277 PG 006

LICENSEE:

BRIGHTSPEED OF VIRGINIA, LLC
a limited liability company authorized to transact
business in Virginia

By: [Signature]

Todd Stults
Name

Project Manager
Title

COMMONWEALTH/STATE OF Ohio
CITY/COUNTY OF Cuyahoga:

The foregoing instrument was acknowledged before me this 21 day of February,
2026 by Todd Stults, Project Manager (Title) on behalf of Brightspeed of
Virginia, LLC.

[Signature]

My Commission Expires: 01/19/2031

Notary Public



Steven Woosley
Notary Public, State of Ohio
My Commission Expires:
01/19/2031

202600002277 PG 007

INSTRUMENT # 202600002277
E-RECORDED IN THE CLERK'S OFFICE OF
ALBEMARLE ON
MARCH 16, 2026 AT 08:42AM

JON R. ZUG, CLERK
RECORDED BY: MEB

Agenda Item No. 17. **Public Hearing: HEARR Lease - Yancey Community Center.**

The Executive Summary as forwarded to the Board stated that in March 2018, the Board of Supervisors adopted a use framework for the B.F. Yancey Community Center ("Yancey Community Center") located in Esmont. The use framework provides for public entities, such as Local Government, Community Agency Partners, and human service-oriented non-profits, to occupy space within the Community Center at no cost.

Health, Equity, and Access in Rural Areas (HEARR) is a nonprofit 501(c)(3) designated organization that has been working in the region since 2018. HEARR's governing body consists of a six-member volunteer board with approximately ten Community Liaisons and serves residents in a 10 to 15-mile radius of Scottsville, including Southern Albemarle, Buckingham, Nelson, and Fluvanna counties. HEARR's mission is to work toward healthier and happier lives in rural communities. Rural residents are often disadvantaged due to transportation and are often unaware of resources which could give them better access to services they can utilize.

To further their mission, HEARR would like to lease space at the Yancey Community Center (Attachment A). Under the proposed lease (Attachment B), HEARR will utilize one of the trailer classrooms for meeting space, program development, small group education, and space for supplies. This space will continue to help HEARR towards achieving their mission to improve health and advance education related to health & wellbeing.

Under the proposed lease, the County would forgo rent for this improved space. No additional expenditures or revenues are projected.

Staff recommends that the Board adopt the attached Resolution (Attachment C) to authorize the County Executive to sign a proposed lease agreement.

Bill Strother, Deputy Director of Facilities and Environmental Services, said that the public hearing for this matter was to consider allocating space to the HEARR organization at the Yancey Community Center. He said that in March 2018, the Board adopted a use framework allowing public entities, community partners, and nonprofits to occupy space within the community center. Currently, there were several nonprofit agencies, including JABA, the Department of Health, the Food Pantry, and Parks and Recreation, as well as various recreational activities, located in the community center.

Mr. Strother said HEARR stood for Health Equity Access in Rural Regions, and their mission was to work toward a healthier and happier life in rural communities. He said they were a 501(c)(3) nonprofit established in 2018, governed by a six-member board and 10 community liaisons. He said they provided services within a 10- or 15-mile radius of Scottsville, including community engagement, small group education sessions, and outreach programs to promote health and wellness.

Mr. Strother said that they partnered with local agencies and organizations to strengthen health systems and deliver integrated services. They also worked with resources to provide information and support to connect residents to health services in their area. Some of their current partnerships included the Blue Ridge Health District, JABA, Central Virginia Health Systems, University of Virginia (UVA) Health Systems, Sentara, WellAware, and other community organizations.

Mr. Strother said they had available space at the community center, utilizing one of the classroom trailers that had been vacant. They had done some remodeling and painting in preparation and upgraded the lighting to LED for the anticipated use. For this partner agency, there would be no charge for leasing the space. He said the request was in line with the Board's adoption of the 2018 use framework for the Yancey Community Center, and staff recommended that the Board adopt the resolution authorizing the County Executive to sign a proposed lease agreement.

Ms. Duncan said that this initiative addressed many of the needs that they had learned about in the fall from the health district, particularly those faced by people in rural areas. She said that she believed it highlighted the importance of public community centers in rural areas. She said that the listed website did not work, and she was wondering if there were plans to address the issue.

Peggy Scott, President of HEARR, said that the website had changed, and it could be found at <https://hearnow.org>. She said that it reflected the current needs and resource gaps that they faced. She said that they served the Southern Albemarle region, as well as Northern Buckingham, Eastern Fluvanna, and Western Nelson.

Mr. Gallaway said that his only question was regarding the mobile unit. He asked if that was the only option available.

Mr. Strother said it was one of the only spaces available. He said that the other spaces were occupied. He said that this space also provided ample room for material storage, as well as meeting and work space.

Ms. Scott said that the space previously belonged to Monticello Area Community Action, and it held significant historical value for the community, having fostered trust among the children who were educated there. She said that as a result, they wanted to incorporate both the historical aspect and its connection to the community center.

Mr. Gallaway opened the public hearing. There was no one wishing to speak, so the public hearing was closed, and the matter was brought back before the Board for discussion.

Mr. Missel **moved** that the Board of Supervisors adopt the Resolution, Attachment C, as presented in the staff report.

Ms. Mallek **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Mr. Missel, Mr. Pruitt, and Ms. Duncan.
NAYS: None.

**RESOLUTION APPROVING A LEASE
TO HEALTH EQUITY AND ACCESS IN RURAL REGIONS AT THE
YANCEY COMMUNITY CENTER**

WHEREAS, the Board finds it is in the best interest of the County to lease a portion of the space at the Yancey School Community Center, located at 7625 Porters Road, Esmont, VA 22937 (Parcel 128A2-00-00-01800), to Health Equity and Access in Rural Regions (HEARR);

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute a Lease to HEARR at the Yancey Community Center, once approved by the County Attorney as to form and substance.

LEASE

THIS LEASE, dated this 1st day of February 2026, is by and between the COUNTY OF ALBEMARLE, VIRGINIA (the "County" or "Owner"), and Health Equity and Access in Rural Regions ("HEARR" or the "Occupant")

ARTICLE I. PREMISES AND IMPROVEMENTS

In consideration of the covenants herein set forth, the County hereby authorizes HEARR to occupy the premises shown as "Leased Space" on Exhibit A attached hereto and made a part hereof, together with any and all improvements thereon (the "Premises"). Except as otherwise provided herein, HEARR will have exclusive use of Trailer #1 and shared use of the common areas. Upon mutual written agreement of the parties, this Lease may be amended to add additional square footage to the Premises.

ARTICLE II. TITLE: QUIET ENJOYMENT

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

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease will commence on February 1, 2026 (the "Date of Commencement") and will expire on February 1, 2027. All references to the "term" of this Lease will, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

Section 3.2. Renewal. This Lease will automatically renew for additional 12-month terms unless written notice is given by either the County or the HEARR no later than 60 days prior to the expiration of any term.

ARTICLE IV. RENT

Though the County reserves the right to collect unpaid charges and expenses incurred under this Lease, no rent (other than for utilities and services as provided in Article V) will be charged for HEARR's occupancy of the Premises.

ARTICLE V. UTILITIES AND SERVICES

The County will provide water, sewer, electricity, and heating and cooling services at no expense to HEARR. The County will further provide custodial services to the common areas only, and arrange for the regular collection of a shared dumpster at no expense to HEARR. HEARR will exercise reasonable and responsible care to conserve these services. Rent may be charged or adjusted to reflect any change in the cost to the County of providing the above services. The County will provide HEARR with prompt notice of any such change and will provide evidence of its actual costs. HEARR will provide telephone, custodial services to all office spaces, and will

provide clean-up of shared space(s) when used, and all other services to the Premises.

ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. HEARR may use the Premises only for the office(s) of its Program. No other use of the Premises is permitted without the prior written consent of the County.

Section 6.2. Parking. HEARR will have shared use of parking spaces in the parking lot and an access easement to the Premises. The County reserves the nonexclusive right to use the parking lot.

ARTICLE VII. ALTERATIONS, IMPROVEMENTS, FIXTURES AND SIGNS

Section 7.1. Installation by HEARR.

(a) HEARR may, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements that do not damage or alter the Premises, provided that HEARR has first obtained both (a) the County's written consent and (b) all required governmental permits for such alterations, additions or improvements. All such alterations, additions or improvements will be at the sole expense of HEARR.

Section 7.2. Signs. HEARR may place signs on the interior or exterior of the Premises with the prior written approval of the County.

ARTICLE VIII. MAINTENANCE OF THE PREMISES

Section 8.1. Maintenance. HEARR will keep the Premises clean, neat, orderly, presentable, and in good repair at all times. The County will deliver the Premises to HEARR at the beginning of the term in its present condition. The County will be responsible for all repairs and maintenance for the Premises, except as provided below, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, including, but not limited to, plumbing, heating, electrical, plate glass and windows. HEARR will be responsible for routine repairs and maintenance (excluding repairs and maintenance of the building and structural components identified above), except that HEARR's obligation for such routine repairs and maintenance will not exceed \$2,500 in any one year of the initial or subsequent term(s). Notwithstanding the foregoing, HEARR will be responsible for all maintenance and repairs necessitated by the negligence of HEARR, its employees and invitees.

Section 8.2. Right of Entry. The County reserves the right for itself, its agents and employees, to enter upon the Premises at any reasonable time to make repairs, alterations or improvements; provided, however, that such repairs, alterations, or improvements do not unreasonably interfere with HEARR's operations. Such right to enter will also include the right to enter upon the Premises for the purposes of inspection.

Section 8.3. Surrender of the Premises. At the expiration of the occupancy hereby created, HEARR will surrender the Premises and all keys for the Premises to the County and will inform the County of all combinations on locks, safes and vaults, if any, which the County has granted

permission to have left in the Premises. At such time, the Premises will be broom clean and in good condition and repair, commensurate with its age. If HEARR leaves any of its personal property in the Premises, the County, at its option, may remove and store any or all such property at HEARR's expense or may deem the same abandoned and, in such event, the property deemed abandoned will become the property of the County.

ARTICLE IX. INSURANCE

Section 9.1. Liability Insurance of HEARR. At all times during the term of this Lease, HEARR must keep in full force and effect a policy of general liability and property damage insurance, Auto Liability – no less than Five hundred thousand(\$500,000)/One Million Dollars(\$1,000,000) per occurrence and renter's insurance with respect to the Premises and the business operated by HEARR and any sub-tenants of HEARR on the Premises. The limits of general liability for bodily injury and property damage must not be less than One Million Dollars (\$1,000,000) per accident, combined single limit. The policy must name the County as an additional insured. The policy will provide that the insurance thereunder may not be cancelled until thirty (30) days after written notice thereof to all named insured.

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

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

Section 9.4. Waiver of Subrogation. The County and HEARR each hereby release the other from any and all liability or responsibility to itself or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty results from the negligence of itself or anyone for whom it may be responsible, provided, however, that this release will be applicable and in force and effect only with respect to loss or damage occurring during such time as any such release will not adversely affect or impair the releasor's policies or insurance or prejudice the right of the releasor to recover thereunder.

ARTICLE X. WASTE, NUISANCE, COMPLIANCE WITH
GOVERNMENTAL REGULATIONS

Section 10.1. Waste or Nuisance. HEARR must not commit or allow to be committed any waste or any nuisance upon the Premises.

Section 10.2. Governmental Regulations. During the term of this Lease, HEARR must, at HEARR's sole cost and expense, comply with all requirements of all County, municipal, state,

federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Premises or HEARR's use and occupancy thereof.

ARTICLE XI. FIRE OR OTHER CASUALTY

If the Premises are damaged so as to render two-thirds (2/3) or more of the Premises untenable by fire or other casualty insured against under the insurance required to be carried by the County pursuant to Section 9.2, the County may elect either to terminate this Lease as of the date of damage or to repair the Premises. Unless the County elects to terminate this Lease, such damage or destruction will in no way annul or void this Lease. Notwithstanding the foregoing, if any damage or destruction from any cause whatsoever has not been repaired and such repairs have not commenced within one hundred eighty (180) days of the date thereof, HEARR may, as its exclusive remedy, terminate this Lease upon thirty (30) days written notice to the County.

ARTICLE XII. CONDEMNATION

If the whole or any part of the Premises is taken under the power of eminent domain, then this Lease will terminate as to the part so taken on the day when HEARR is required to yield possession thereof, and the County will make such repairs and alterations as may be necessary to restore the part not taken to useful condition. If the amount of the Premises so taken substantially impairs the usefulness of the Premises, then either party may terminate this Lease as of the date when HEARR is required to yield possession.

ARTICLE XIII. DEFAULT

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

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

Section 13.2. Remedies. In the event of any default or breach hereof by HEARR, the County may, in addition to all other rights and remedies provided by law, terminate this Lease or re-enter and take possession of the Premises, peaceably or by force, and remove any property therein without liability for damage to and without obligation to store such property, but may store the same at HEARR's expense, and collect from HEARR any amounts then due and which would accrue for the unexpired portion of the term hereof, together with reasonable attorney's fees. In addition, in the event of a failure to pay any amount due within five (5) days of its due date, HEARR must pay to the County the greater of Twenty-Five Dollars (\$25.00) or one half (1/2) of one percent (1%) of such sum for each day after the fifth day such amount is late.

ARTICLE XIV. HOLDING OVER, ASSIGNS, SUCCESSORS

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

herein specified as far as applicable.

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

Section 14.3. Successors. All rights and liabilities herein given to, or imposed upon the respective parties hereto, will extend to and bind the heirs, executors, administrators, successors and permitted assigns of the parties. All covenants, representations and agreements of the County will be deemed the covenants, representations and agreements of the fee owner of the Premises. The County will be automatically released of any liability under this Lease from and after the date of any sale by the County of the Premises. All covenants, representations and agreements of HEARR will be deemed the covenants, representations, and agreements of the occupant or occupants of the Premises.

ARTICLE XV. BROKER'S FEES

HEARR and the County hereby warrant that there are no brokerage commissions due in connection with this Lease.

ARTICLE XVI. NO ASSIGNMENT

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

ARTICLE XVII. SUBORDINATION OF AGREEMENT

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

ARTICLE XVIII. MISCELLANEOUS

Section 18.1. Waiver. A waiver by either party of any breach of any term, covenant or condition contained herein will not be deemed to be a waiver of such term, covenant, or condition

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

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

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

- (a) The County:
County of Albemarle
County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
with a copy to:
County of Albemarle
Facilities & Environmental Services
401 McIntire Road
Charlottesville, Virginia 22902

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

- (b) To HEARR:
HEARR
Attention Peggy Scott
5645 Green Creek Rd
Schyuler, VA 22969

or at such other address as HEARR may designate by written notice.

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

Section 18.5. Partial Invalidity. If any term, covenant or condition of this Lease, or the application thereof, to any person or circumstance to any extent is held to be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition

to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant, or condition of this Lease will be valid and be enforced to the fullest extent permitted by law.

Section 18.6. Governing Law. This Lease will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 18.7. Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

OCCUPANT

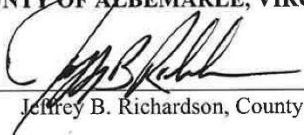
Health Equity and Access in Rural Areas (HEARR)

By:  2/20/26
Peggy Scott, HEARR President

COUNTY

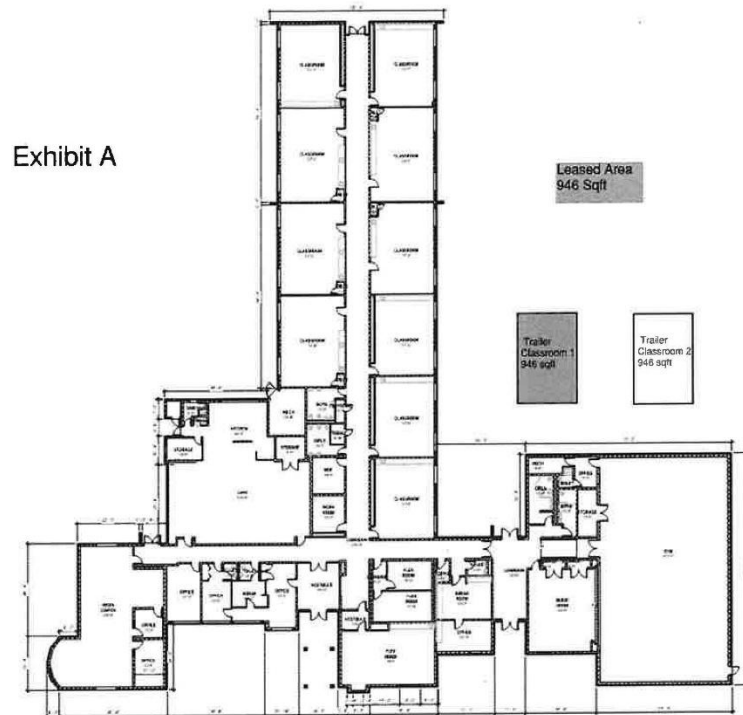
This Lease is executed on behalf of the County of Albemarle by Jeffrey B. Richardson, County Executive, following a duly-held public hearing, and pursuant to a Resolution of the Albemarle County Board of Supervisors.

COUNTY OF ALBEMARLE, VIRGINIA

By: 
Jeffrey B. Richardson, County Executive

Approved as to form:


Albemarle County Attorney



Agenda Item No. 18. **18. Public Hearing for Conveyance of Utility Easements on Colonnade Drive (SUB-2025-00215).**

The Executive Summary as forwarded to the Board stated that Skyline Ridge Apartments were approved with site development plan SDP202400007 on March 12, 2025, for Parcel 060000000040C8 (Parcel 60-40C8). Parcel 60-40C8 will develop 96 multifamily units, including 11 affordable units, under the existing R15 Residential Zoning. Access to Parcel 60-40C8 is provided by Colonnade Drive, an existing road dedicated to public use that has not been accepted into the State Secondary Highway System. Since Colonnade Drive has not been accepted into the State Secondary Highway System, the County must authorize the conveyance of any utility easements on the road.

In order to facilitate development of Parcel 60-40C8, public drainage easements and utility easements are needed within a portion of the Colonnade Drive for ACSA to provide service to Parcel 60-40C8 (Attachment A). The proposed improvements and placement of easements were reviewed and approved with SDP202400007 and will not impede the use of the roadway. A public hearing and Board authorization is required before the easements can be conveyed.

There would be no budget impact for the proposed easements.

Staff recommends that the Board adopt the attached resolution (Attachment B) to authorize conveyance of the easements.

Rebecca Ragsdale, Planning Manager, said this was a public hearing that was required by state code for some utility easements proposed within a right-of-way that was already dedicated to public use. She said that these easements were located within Colonnade Drive, which was associated with the Skyline Ridge apartments, a development on existing R15 zone property. She said that the Skyline Ridge apartments were approved in 2025 and were currently under construction.

Ms. Ragsdale said that Colonnade Drive had sections that dated back to the late 1960s, which were indicated to be dedicated to public use on plats. However, there were gaps in that section along Colonnade Drive. She said the area at the end of Colonnade Drive was one of those sections that was within public right-of-way or dedicated to public use, but the road itself was still privately maintained and not part of the state system.

Ms. Ragsdale said that these easements would allow the extension of utilities that were already in Colonnade Drive, without impacting the ability of the roadway to function, and they were typically located in roadways. She said that the plat was included in the packet. She said that they had not found any issues with the proposal, and it was consistent with the site plan that was approved.

Ms. Mallek asked if this would address any gaps that could arise in the future.

Ms. Ragsdale said that it addressed the gap in utilities for the Skyline Ridge Apartments.

Mr. Gallaway opened the public hearing. There was no one wishing to speak, so the public hearing was closed, and the matter was brought back before the Board for discussion.

Ms. Duncan **moved** that the Board of Supervisors adopt the Resolution, Attachment B, as presented in the staff report.

Ms. Mallek **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Mr. Missel, Mr. Pruitt, and Ms. Duncan.

NAYS: None.

RESOLUTION APPROVING THE CONVEYANCE OF EASEMENTS TO THE ALBEMARLE COUNTY SERVICE AUTHORITY

WHEREAS, the Skyline Ridge Apartments were approved with site development plan SDP202400007 on March 12, 2025, for Parcel 06000-00-00-040C8 ("Parcel 60-40C8"); and

WHEREAS, access to Parcel 60-40C8 is provided by Colonnade Drive, an existing road dedicated to public use that has not been accepted into the State Secondary Highway System; and

WHEREAS, since Colonnade Drive has not been accepted into the State Secondary Highway System, the County must authorize the conveyance of any utility easements on the road; and

WHEREAS, public drainage easements and utility easements are needed within a portion of the Colonnade Drive for the Albemarle County Service Authority ("ACSA") to provide service to Parcel 60-40C8;

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the conveyance of public drainage easements and utility easements to the ACSA across Parcel 60-40C8 and authorizes the County Executive to sign any documents needed to effect this conveyance as proposed, once those documents have been approved as to form and substance by the County Attorney.

Non-Agenda Item. Closed Meeting

At 6:36 p.m., Ms. Duncan **moved** that the Board of Supervisors convene a closed meeting pursuant to section 2.2-3711(A) of the Code of Virginia:

- under subsection (6) to discuss and consider the investment of public funds related to possible agreement(s) with AstraZeneca LP and the Virginia Department of Transportation, where bargaining is involved and where, if made public initially, would adversely affect the financial interest of the County;
- under subsection (8), to consult with legal counsel regarding specific legal matters (including possible agreement(s) with AstraZeneca LP and the Virginia Department of Transportation) requiring the provision of legal advice by such counsel; and
- under subsection (29), to discuss the negotiation of public contract(s) with AstraZeneca LP, involving the expenditure of public funds, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the County and the Board.

Ms. Mallek **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Mr. Missel, Mr. Pruitt, and Ms. Duncan.

NAYS: None.

Non-Agenda Item. Certify Closed Meeting.

At 7:02 p.m., Ms. Duncan **moved** that the Board of Supervisors certify by a recorded vote that, to the best of each Supervisor's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed meeting were heard, discussed, or considered in the closed meeting.

Ms. Mallek **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Mr. Missel, Mr. Pruitt, and Ms. Duncan.

NAYS: None.

Non-Agenda Item. AstraZeneca Resolution.

Emily Kilroy, Director of Economic Development, said that this evening, staff was presenting a resolution to move forward with the AstraZeneca project in the County. She said the resolution before the Board would authorize the County Executive to sign agreements related to AstraZeneca incentives and the Boulders Road extension within defined parameters. The intent was to enable the County to remain responsive to critical deadlines and schedules as they continued to work on this project with an aggressive timeline.

Ms. Kilroy said they were working in harmony to deliver a road, critical infrastructure, and ensure AstraZeneca can open its facility according to their development plan. She said that AstraZeneca will be the first tenant of the Rivanna Futures project property, which the Board purchased two years ago. In December 2023, they announced the closing of the real estate transaction at Rivanna Futures.

Ms. Kilroy said that as they discussed during the real estate transaction, funding was a key focus. Owning property was a transformative investment in their economic future, but going it alone would have been challenging. Their goal was to bring in additional dollars to advance site readiness, including extending utilities, extending the roadway, and making conceptual engineering investments to understand how to best move forward with developing the property.

Ms. Kilroy said that since 2024, they secured \$31 million in state funding and \$12 million from AstraZeneca to support the extension of Boulders Road. There had been a significant amount of support at the state level for moving forward with the vision of this project, which had positioned them well since AstraZeneca chose Virginia as the location for their facility.

Ms. Kilroy said that the AstraZeneca project design incorporated several environmental features, including laminated timber, which replaced steel as a structural element, reducing carbon emissions. The concept also included a focus on daylighting, which had numerous environmental benefits. Some of the features that were not visible in the rendering included roof-mounted solar panels to help offset AstraZeneca's energy needs, as well as ground-mounted arrays.

Ms. Kilroy said that the concept plan for Rivanna Futures represented a significant update from where they were a year ago. At that time, they had identified Land Bay 25, Land Bay 30, and Land Bay 50, and the road followed a more circular path through the property. They acknowledged that they would need to be flexible with the plan, and this update reflected their progress.

Ms. Kilroy said that the road had been shortened by about 1,000 linear feet, and Land Bay 50 was now Land Bay 82, which will be fully AstraZeneca's over the next year as they completed site readiness work and conveyed the property. She said the project would generate 600 direct jobs. She said they were focusing on direct jobs because they knew they can count on them, but they also recognized that other jobs will be created as a result of this facility. She said the minimum salary for these jobs was \$125,000 per year, which were high-paying manufacturing jobs.

Ms. Kilroy said that AstraZeneca's presence unlocked numerous opportunities, particularly in research partnerships with the University of Virginia. Piedmont Virginia Community College had been working behind the scenes to enhance and level up their biotechnology and life sciences programs to ensure they had the qualified labor needed by companies like AstraZeneca and Afton Scientific. She said that there were great commercial partnership opportunities with local biotech companies, thanks to the Commonwealth BioAccelerator at North Fork Discovery Park and the Manning Institute at Fontaine Research Park.

Ms. Kilroy said that infrastructure build-out was planned at Rivanna Futures to serve AstraZeneca's needs, benefiting Rivanna Station employees and future operations, as well as system-wide upgrades that will positively impact the entire Route 29 North Corridor. She said this partnership also presented opportunities for other biomanufacturing facilities and supply chain partners, as companies like AstraZeneca had unique supply chain needs.

Ms. Kilroy said that the strategic partnerships with Rivanna Station were also being explored, particularly in the area of national security. AstraZeneca's presence was expected to drive demand for the

rest of the property, and their concept plan was adaptable to accommodate future tenants. She said the Virginia Business Ready Sites grant will provide the necessary infrastructure to support the full build-out of the campus.

Ms. Kilroy said that the transportation partnership opportunity funding from VDOT will enable the rapid development of the road extension, and energy and water sewer service upgrades will benefit AstraZeneca, Rivanna Station, and the region. As part of the prospecting phase, they were examining the tax revenue benefits to the County and using those as a starting point for conversations about incentives that the County could offer to ensure a successful outcome.

Ms. Kilroy said that the AstraZeneca announcement included two projects, which they were excited to move forward with. She said that the original project was called Project Zodiac, and then just a few days prior to the announcement, a second project, Project Gemini, was introduced. She said that the total 25-year revenue from these projects was approximately \$709 million, based on the investment parameters provided to staff. She said that this revenue figure was the basis for the incentive offer that they had developed, which was outlined in the resolution before the Board.

Ms. Kilroy said that the resolution authorized the County Executive to sign agreements related to AstraZeneca incentives and the Boulders Road extension, within a 25-year financial incentive limit of up to \$95.57 million. She said that the intent of this resolution was to enable the County to remain responsive to critical deadlines and schedules.

Ms. Duncan asked if the projected revenue was a baseline minimum.

Ms. Kilroy said that the finance and budget team, when conducting their revenue analysis, considered all applicable revenue sources for the business once it was operational. She said that for this business, revenue was generated from a combination of real property tax, based on land value and improvements, machinery and tools, and business personal property tax. She said that the valuations were based on the information provided, including the amount of money invested in the building and equipment, and then modeled over a 25-year period.

Ms. Kilroy said that any investments made to enhance the facility during this time were not included in the initial investment parameters. She said that as a result, any additional work done at the facility would generate additional revenues not subject to this agreement. She said that the expectation was that the facility would continue to operate beyond the 25-year period, resulting in ongoing revenues generated off the project, as well as at the end of the 25 years when the incentive expired.

Mr. Missel noted that if the build out timeline changed, the incentive schedule would be adjusted.

Mr. Gallaway noted that this project justified the entire land purchase, but they still had available acreage for other projects.

Ms. Kilroy said that was correct. She said they gained valuable insights through their collaboration with AstraZeneca, which significantly influenced their thinking and reevaluation of potential future opportunities. She said that over their work, they realized there was more acreage available for development than initially thought. She said they would be working over the next 12 months to better conceptually plan for what that could look like.

Mr. Missel **moved** that the Board of Supervisors approve a Resolution authorizing development grant agreements and/or performance agreements with the Economic Development Authority of Albemarle County Virginia and/or AstraZeneca LP; and a directed funds agreement with the Virginia Department of Transportation.

Ms. LaPisto-Kirtley **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Mr. Missel, Mr. Pruitt, and Ms. Duncan.

NAYS: None.

**RESOLUTION AUTHORIZING BOTH
(I) DEVELOPMENT GRANT AGREEMENT(S) AND/OR PERFORMANCE
AGREEMENT(S) WITH THE ECONOMIC DEVELOPMENT AUTHORITY OF
ALBEMARLE COUNTY, VIRGINIA, AND/OR ASTRAZENECA LP AND
(II) A DIRECTED FUNDS AGREEMENT WITH THE VIRGINIA DEPARTMENT OF
TRANSPORTATION**

WHEREAS, the County of Albemarle, Virginia (the "County") seeks to promote the economic development, improvement, and increased vitality of the Places29-North area;

WHEREAS, AstraZeneca LP ("AstraZeneca") intends to acquire and develop portions of Parcels 03300-00-00-001D0, 03300-00-00-01000, and 03300-00-00-00100 (the "Rivanna Futures Property"), located north and east of the existing terminus of Boulders Road, for industrial uses, including Project Zodiac and Project Gemini (collectively, the "Projects");

WHEREAS, the Projects are consistent with, promote, and implement several Goals, Objectives, and Actions of the Albemarle County 2044 (AC44) Comprehensive Plan;

WHEREAS, the Projects are expected to generate an estimated \$709.6 million in County tax revenue over a 25-year period;

WHEREAS, AstraZeneca seeks the financial support of the County and the Economic Development Authority of Albemarle County, Virginia ("EDA") both through (a) development grant(s) gauged to the incremental increase in real property taxes that will be paid to the County as a direct result of the Projects and (b) other performance agreement(s);

WHEREAS, County staff has discussed with AstraZeneca the general terms of potential development grant agreement(s) and/or performance agreement(s), subject to approval and execution by each party's duly authorized agent(s);

WHEREAS, the Governor of the Commonwealth of Virginia has directed \$20 million from the Commonwealth's Transportation Partnership Opportunity Fund ("TPOF") to support the Boulders Road Improvement Project, conditioned on the County's execution of and performance under a Directed Funds Agreement, including the County's commitment of \$10 million to the Boulders Road Improvement Project; and

WHEREAS, the County Board of Supervisors finds that:

- a. it is in the best interest of the County to enter into development grant agreement(s) and/or performance agreement(s) with the EDA and/or AstraZeneca to support the development and improvement of the Rivanna Futures Property;
- b. it is in the best interest of the County to enter into a Directed Funds Agreement with VDOT to support the Boulders Road Improvement Project; and
- c. such agreement(s) would promote the welfare, convenience, and prosperity of the inhabitants of the County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia:

1. Approves entry into development grant agreement(s) and/or performance agreement(s) with the EDA and/or AstraZeneca, subject to the terms specified herein, to support the development and improvement of the Rivanna Futures Property;

2. Authorizes the County Executive to execute development grant agreement(s) and/or performance agreement(s), collectively providing for up to \$95,570,000 in financial incentives over a 25-year period and the conveyance of up to 82 acres of land, once such agreement(s) has/have been approved as to form and substance by the County Attorney;

3. Approves entry into a Directed Funds Agreement with the Virginia Department of Transportation, subject to the terms specified herein, to support the Boulders Road Improvement Project;

4. Authorizes the County Executive to execute a Directed Funds Agreement with VDOT, providing for a County commitment of up to \$10,000,000 to the Boulders Road Improvement Project, once such agreement has been approved as to form and substance by the County Attorney; and

5. Authorizes the County Executive or his designee to execute on behalf of the County such other requisite documents in connection with the transaction contemplated by the development grant agreement(s), performance agreement(s), and/or Directed Funds Agreement. Such officer or his designee is authorized to execute and deliver on behalf of the County such instruments, documents, or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate in connection with the transaction authorized by this Resolution or contemplated by the development grant agreement(s), performance agreement(s), and/or Directed Funds Agreement; and all of the foregoing, previously done or performed by such officer or agents of the County are in all respects approved, ratified, and confirmed.

Agenda Item No. 19. From the Board: Committee Reports and Matters Not Listed on the Agenda.

Ms. Mallek said that the Crozet Community Advisory Committee (CAC) met last Wednesday, where they discussed topics for the year and focused on the high-priority goal of the Crozet Master Plan, which was adopted in October 2021. She said that the plan aimed to inventory the existing naturally occurring affordable housing (NOAAs) in the Crozet growth area.

Ms. Mallek said that the discussion centered on how to move forward with this initiative, and it was possible that this work could also benefit other districts beyond Crozet. As a result, they would be working on this project further, and they could expect more updates from them on this matter.

Ms. Mallek said that Solid Waste Alternatives Advisory Committee (SWAAC) meeting received a presentation last Thursday by Chuck Riegle, a recycling program consultant who lived in Stony Point. She said that he presented on the bottle bill recycling programs across the country, highlighting various methods to reduce the waste stream and benefit industries using aluminum and steel, as the cost of these raw materials was extremely high. She said that he also emphasized the significant energy savings and protection of natural resources that could be achieved through such initiatives. She said that the

discussion centered on waste hauler operations, and the committee was seeking input from HOAs around the County on their current waste haulers.

Ms. LaPisto-Kirtley said that at the SWAAC meeting, they decided to forward a proposal to the Board, which would change the charter. She said that instead of having two supervisors on the board, it would be one Supervisor. She said that she believed that this proposal would be presented to them later.

Mr. Herrick said staff was preparing to bring the matter before the Board at the April 1 meeting.

Ms. Lapisto-Kirtley said that she agreed with Ms. Mallek that there was a lot of interest in exploring County-wide or at least urban area initiatives related to recycling. She said that she thought they could expect another letter from the SWAAC soon, outlining how they could move forward with this.

Ms. LaPisto-Kirtley said that the EDA recently held a virtual meeting, which continued their efforts in economic development. She said that it was a follow-up meeting, and also yesterday, they had an EDA tour of the CvilleBioHub research facility, which was very interesting to see the progress being made there.

Ms. LaPisto-Kirtley said the Rio 29 Community Advisory Committee meeting was about North Point, and it appeared that a rezoning was expected to come before them in April. She said that there was significant discussion from residents regarding their desire to reduce commercial space in the area, not eliminate it, but rather reduce it and add additional apartments and homes.

Ms. LaPisto-Kirtley said that the EDA awarded a \$25,000 planning grant for the first year and an additional \$25,000 for the second year to support the food and beverage business accelerator. She said that this funding was intended to further develop the food industry in their area.

Mr. Gallaway said that the Charlottesville Chamber of Commerce Public Policy Committee had met. He said that the committee was responsible for hosting the State of Community, which had been delayed or rescheduled due to the snow event. He said that this event would take place this Friday at 7:30 a.m., with an 8:00 coffee hour start.

Mr. Gallaway said that on March 25, the Regional Housing Partnership would be holding their quarterly meeting. He said that at this meeting, Dr. Benjamin Preis of the National Housing Crisis Task Force would be presenting. He said that this task force was spearheaded by the mayors of Cleveland and Atlanta, and it involved numerous city and metro areas. He said that he had the opportunity to hear Dr. Preis speak last year at the NACo legislative session. He said that the presentation would be broadcast.

Mr. Gallaway said he would be attending the NACo legislative conference in Washington DC. He said he wanted to present a letter, and he requested that the Board take action to authorize him to sign and deliver the letter to federal representatives at the conference. The letter was related to the ICE topic and had been a subject of community concern.

Mr. Gallaway said that their students had recently taken action on the issue, and they believed it was an opportune time to hand-deliver the letter to their federal representatives, who were scheduled to meet with them during the conference. The letter was addressed to Senator Warner, Senator Kaine, and Representative McGuire. He read the letter in the form of a motion.

Mr. Gallaway **moved** that the Board of Supervisors authorize the Chair to sign and deliver the letter to federal representatives.

Ms. Mallek **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Mr. Missel, Mr. Pruitt, and Ms. Duncan.
NAYS: None.



Beatrice (Bea) J.S. LaPisto-Kirtley
Rivanna

Michael O. D. Pruitt
Scottsville

Ann H. Mallek
White Hall

COUNTY OF ALBEMARLE
Office of Board of Supervisors
401 McIntire Road
Charlottesville, Virginia 22902-4596
(434) 296-5843

Sally A. Duncan
Jack Jouett

Frederick A. "Fred" Missel
Samuel Miller

Ned L. Galloway
Rio

February 18, 2026

The Honorable Mark R. Warner
703 Hart Senate Office Building
Washington, DC 20510

The Honorable Timothy M. Kaine
231 Russell Senate Office Building
Washington, DC 20510

The Honorable John J. McGuire III
1013 Longworth House Office Building
Washington, DC 20515

Dear Senator Warner, Senator Kaine, Representative McGuire,

The Albemarle County Board of Supervisors is committed to the safety of all members of our community. That commitment includes acting within the rule of law and the authority granted to local government.

Across the country, localities are increasingly being pulled into federal matters, and in many communities, frustration with national policies is being directed toward local officials and police officers.

The Albemarle County Board of Supervisors operates under a set of defined roles and limits, to that end we do not seek to obstruct lawful federal authority. However, local elected officials have a responsibility to express our views on matters that could impact the lives of our constituents.

We encourage our federal and state representatives to advance legislation to ensure law enforcement and immigration initiatives are constitutionally implemented. Furthermore, we support legislation that would prohibit officers from obscuring their faces during

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immigrations enforcement and require clear display of agency name, officer name, and unique identifier.

These provisions are aligned with our own local police department's policies to safeguard the public's civil liberties. Our policies require the Chief of Police's authorization for use of face coverings, mandate the use of body-worn cameras during law enforcement duties, and permit only the amount of force reasonably necessary to accomplish their law enforcement duty. Our officers are trained in de-escalation strategies to defuse situations before they escalate. Notably, these policies are publicly available for full transparency.

This Board believes that immigration enforcement actions that exceed or evade legal limits erode public confidence, destabilize communities, and undermine the legitimacy of law enforcement and governmental authority at all levels.

We will work to ensure our actions and authority are constitutional, and we respectfully request that you do the same at the federal level to ensure all community members are treated professionally while interacting with officers of the law.

Sincerely,



Ned Gallaway
Chair, Albemarle County Board of Supervisors

CC:
Albemarle County of Supervisors
Jeffrey B. Richardson, County Executive
Andy Herrick, County Attorney

Ms. LaPisto-Kirtley announced that the airport was hosting an event at Research Park on February 27, 2026, from 11:00 a.m. to 12:30 p.m. She said that registration was required in advance. She said that there was also a Tourism for All conference scheduled from 8:00 a.m. to 3:00 p.m. at the Hillsdale Conference Center on February 24th.

Agenda Item No. 20. Adjourn to February 25, 2026, 12:00 p.m., Room 241.

At 7:35 p.m., the Board adjourned its meeting to February 25, 2026, 12:00 p.m., Room 241.

Chair

Approved by Board
Date 05/06/2026
Initials CKB