

A regular meeting of the Board of Supervisors of Albemarle County, Virginia, was held on February 16, 2022 at 1:00 p.m. This meeting was held by electronic communication means using Zoom and a telephonic connection, due to the COVID-19 state of emergency.

BOARD MEMBERS PRESENT: Mr. Ned Gallaway, Ms. Beatrice (Bea) J.S. LaPisto-Kirtley, Ms. Ann H. Mallek, Ms. Diantha H. McKeel, Mr. Jim Andrews, and Ms. Donna P. Price.

ABSENT: None.

OFFICERS PRESENT: County Executive, Jeffrey B. Richardson; County Attorney, Greg Kamptner; and Senior Deputy Clerk, Travis O. Morris.

Agenda Item No. 1. Call to Order. The meeting was called to order at 1:00 p.m. by the Chair, Ms. Donna Price.

Ms. Price said the meeting was being held pursuant to and in compliance with Ordinance No. 20-A(16), "An Ordinance to Ensure the Continuity of Government During the COVID-19 Disaster." She said that the opportunities for the public to access and participate in the electronic meeting were posted on the Albemarle County website, on the Board of Supervisors' homepage, and on the Albemarle County calendar. He stated that participation included the opportunity to comment on those matters for which comments from the public would be received.

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

Agenda Item No. 4. Adoption of Final Agenda.

Ms. Price asked if there were any amendments to the agenda, or if there was a motion to adopt the final agenda.

Ms. McKeel **moved** to adopt the final agenda.

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, Ms. McKeel, Mr. Andrews, and Ms. Price.
NAYS: None.

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

Ms. McKeel reminded everyone that tomorrow at 6:30 p.m., Superintendent Matt Haas would be presenting his funding request to the Albemarle County School Board. She said she always enjoyed that presentation because they were a large part of their budget, and it was informative to hear Mr. Haas present that budget. She said the meeting could be joined by going on the Albemarle County Public Schools' website under the "School Board" menu, and reiterated that it would take place tomorrow night on Zoom at 6:30 p.m. She said the other item was that on Thursday, the 24th, the community had two opportunities. She said the recommendations from the consultants for the Albemarle County Transit Expansion Study were available, and as many people knew, there was a draft document that was out, but those recommendations would be presented via Zoom on the 24th to the RTP meeting at 4 p.m. and a repeat of only the presentation at 6 p.m. for people interested. She added that their County Executive, Mr. Jeff Richardson, would be presenting his funding request next Wednesday at noon.

Ms. Mallek said she would be sharing the materials she had gathered into Board members' inboxes and to anyone else who would like to get links and summary documents from the NACo (National Association of Counties) meeting. She said the main focus of her meeting on Saturday was the Environment, Energy, and Land Use Committee, and they successfully defeated many bad motions that were brought forward. She said they discussed at the Arts and Culture Commission a presentation about arts and culture as an economic development driver and how it had been used successfully in other communities. She said the Rural Caucus had a large meeting with presentations from government authorities such as the EPA, Department of Transportation, and others discussing topics such as opioid management and climate change as well as success strategies.

Ms. Price said she recently had the opportunity to participate in the VACo (Virginia Association of Counties) chair and vice chair training. She gave thanks to Michael Culp and Jason Inofuentes under the leadership of the Assistant County Executive Trevor Henry. She said that during that meeting, the Broadband Office had helped to consolidate and coordinate responses from five different counties with regard to the CenturyLink issues Albemarle County had experienced and helped them in terms of preparing a good response to the state committee that was looking at the sale of this enterprise. She said the work they had done, not only to help their community members, but those in the region, had been outstanding, and she really wanted to give them a shout-out. She said it was also a good opportunity to step away from Albemarle County for a moment and meet with some of the other chairs and vice chairs from other boards and come to appreciate how much they had with their people, region, and leadership on the County team.

Ms. Price said last week, she and Supervisor Diantha McKeel were able to participate in a wonderful ceremony with the Albemarle-Charlottesville Historical Society. She said John and Trula Wright, longtime residents and benefactors made a very generous donation to help bring back the Hatton Ferry. She said as they knew, it had basically been washed up on the banks of the James River for over a year now. She said they were not only dedicated and committed community members who wanted to share and bring back an important part of their history, but Supervisor McKeel's relationship cemented how this was able to come together. She said that did not usually occur without paying attention to the people who lived here and building those relationships. She said she wanted to thank the Wrights, the Historical Society, and to Supervisor McKeel for helping bring all of that together.

Ms. Price said her final announcement was how exciting it was to be the Supervisor who represented not only the Scottsville Magisterial District, but the town of Scottsville as well. She said there was a new company called the James River Bateau Company that was bringing new opportunities for bateau tours on the James River. She said she was looking forward to seeing what would be happening in the southern part of the County.

Agenda Item No. 6. Proclamations and Recognitions.

Item No. 6.1. Resolution of Appreciation for Police Chief Ron Lantz.

Ms. LaPisto-Kirtley **moved** to adopt the resolution of appreciation for Police Chief Ron Lantz.

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

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Mr. Andrews, and Ms. Price.
NAYS: None.

Ms. Price said their County leadership had deferred to make comments until the ceremony that would be held for Mr. Lantz, but they did want to thank him here today. She said there would be more heard at that event. She asked Mr. Lantz if there were any comments he would like to make and said that she knew the Board members would also want to thank him.

Mr. Lantz said that the proclamation made him emotional. He said he did a radio interview in the beginning of February and started to get choked up, so he did not want to do that today. He said it had been an honor to be the Police Chief and serve the community and the men and women in the Albemarle County Police Department. He said he was so excited to be the Chief, and it was hard to believe it had been nine years, but it went by pretty quickly. He said the last six years of being Chief were the highlight of his career. He said despite there being many ups and downs, including natural disasters, plane and train crashes, the tragic events that occurred in August of 2017, and the Covid-19 disaster that necessitated pivoting the police departments' response in order to serve the community as best they could. He said it was a challenging almost-six years as Chief, but he would not have traded it for anything.

Mr. Lantz said much of the work done by the men and women in the police department went unseen and unnoticed, which was how they liked it. He said while the recognitions were not expected and the police just wanted to do their jobs, he truly appreciated the Board and the County Executive's Office, and the OLT (Organizational Leadership Team) that he got to work with a blessing, as they were one of the best teams he had been around. He said they took the vote for him to be Chief back in May of 2016, and he hoped he did not let them down. He said he knew the department was in good hands and that Major Sean Reeves would take it to the next level. He said he would be cheering them on from the sidelines. He thanked them for the opportunity to say these few words.

Ms. LaPisto-Kirtley said she would really miss him. She asked to speak again after the other Supervisors.

Mr. Gallaway said he was sincerely grateful and appreciative of Mr. Lantz' service. He said he did not know if a man in his position, or many police chiefs in general, would use the word "grace," but he certainly had handled his position and not only all that their locality had been through, but the country had been through, relative to policing with grace and dignity, and he for one was very grateful for that. He said his even-keeled nature and approach had been exactly what was needed and had hoped for anyone who held that position, and that was because of his service and his tenure. He said he appreciated when Mr. Lantz was there for his questions and the responsiveness as appropriate. He said he knew on behalf of the whole County that everyone was appreciative of their service for them. He said he looked forward to saying a few more things to him later this month.

Mr. Andrews said he did not meet Mr. Lantz in person, but he very much appreciated his leadership and felt that the County was in great hands in terms of the police force for some time, and they owed him a debt of gratitude for that. He said he hoped to again help celebrate and thank him again in person.

Ms. McKeel said Mr. Lantz would be missed. She said he had been their police chief during terribly stressful times, not only locally but nationally. She said Mr. Gallaway had alluded to him handling it with great grace and acting as a role model for the other officers. She said she thought that spoke very

highly of his work for the County. She said she did not think there was ever a time that she reached out to him, or to ask him to speak to a group or even work with herself with a resident that had a problem or needed understanding without him stepping up to the plate to immediately inform the public and give a sense of reassurance. She said they had a very safe community and thanked him for that. She said today she had a call from an Albemarle County resident that she did not know, and he felt it was significant enough to contact the police. She said that the resident told her that the police officer chatted with him and sent him to her as his supervisor. She said he was new to the area, and he said he did not think in his life he had a police officer in any community he had lived in refer him to their commissioner or supervisor. She said that the resident said that made him feel good and spoke well of their community. She said they were all a team and thanked Mr. Lantz for his service.

Ms. Mallek said as a new Supervisor in 2008, she represented a district that had not had good experience with their former police department. She said leadership change was essential. She said this began with the arrival of Colonel Sellers in 2010, and he also brought along Mr. Lantz. She said Mr. Lantz carried on and strengthened these radical improvements to the department, and she was so grateful they came from Fairfax all those years ago. She said geo-policing was such a success and changed the experience of citizens with the department. She said sending Jerry Utz on his bicycle to be the day patrol in Crozet helped develop wonderful communication with residents there. She said keeping officers in the district and having them drop into community meetings when they could was so important to change that relationship and to gain the confidence of these folks. She said one of the best increases in budget she had ever fought for was to add officers and strengthen the department. She thanked him for leading and advocating for the officers.

Ms. Price said that Mr. Lantz may be retiring, but he would always be Chief because he had earned that. She said her interaction with the Albemarle County Police Department was long before she thought about running for office, and it had been nothing but professional in numerous situations and times that she had interacted with them. She said she put all of that squarely at Mr. Lantz's feet, because it was leadership. She said the public only had confidence in law enforcement when they had confidence that they would behave and be held responsible commensurate with their authority, because great authority was given to their law enforcement. She said what he and the officers under his leadership had done was build up a degree of confidence in law enforcement in their community that she suspected was unmatched around the country, and she suspected that was to his credit, which he would be able to take with him.

Ms. Price said they had great confidence in his relief that the new chief would continue and bring it to the next level as he had said. She said she always looked at law enforcement similarly to how she viewed her service in the Navy. She said when she retired, there were two things that made her feel good, and she hoped he felt them too. She said the first was one was capable of serving longer if they wanted to and was leaving at a prime time. She said the second was that everyone as they saw one retire wished that they were staying longer, rather than a situation where people said they were glad one was leaving. She said they hated to see him leave because he had done such a great job, but he left them knowing that they had confidence that the force would continue after his retirement. She said she would see him again soon but could not be happier for him and his family, and more thankful for their community.

Ms. LaPisto-Kirtley said she knew Chief Lantz well because of their backgrounds. She said he had done a phenomenal job in this position, and when their community felt safe, the officers looked good. She said their community did feel safe because of their officers, and the way they conducted themselves was directly related to Mr. Lantz because he made sure that happened through bringing in community policing. She said it had made a big difference and their community could trust police officers because of the tactics he brought in. She said she recalled when they first met, he told her that he told his officers that he was the future, and he was correct. She said she knew he had passed that down to the incoming Chief Reeves. She said she would tell future Chief Reeves what she told Mr. Lantz, which was that she "had their six." She said they were so supportive of the police department because of what he had instituted and what they had done for the police department, the professionalism, the caring and compassion, and how that made residents feel comfortable.

Ms. Price said he had stood the watch, and for the day he was relieved, although he still had a few weeks of service left.

Resolution of Appreciation for Ron Lee Lantz

WHEREAS, Chief Ron Lee Lantz has completed over thirty-three years of dedicated service as a sworn law enforcement officer in the Commonwealth of Virginia; and

WHEREAS, Chief Lantz has faithfully served the County of Albemarle for nearly ten of those years, first joining the Albemarle County Police Department as Deputy Chief in 2012 before being appointed Chief of Police in 2016; and

WHEREAS, Chief Lantz will leave a lasting legacy as the driving force behind creating and successfully implementing the Geo-Policing program, which apportions the County into two service districts. This community-based policing model enables police officers to devote more time in the same patrol areas, thereby increasing familiarity, and encourages more positive interactions between police officers and residents of Albemarle County, which provides officers with a greater sense of local

concerns, builds stronger ties within the community, and encourages officers to take ownership of the community's concerns within their assigned area; and

WHEREAS, Chief Lantz served the County and the region as chair of the Board of Directors of the Central Shenandoah Criminal Justice Training Academy, which is a Certified Criminal Justice Training Academy under the authority of the Virginia Department of Criminal Justice Services; and

WHEREAS, Chief Lantz served the County and the Commonwealth serving on the Executive Committee of the Virginia Association of Chiefs of Police and the Virginia Law Enforcement Professional Standards Commission Executive Board; and

WHEREAS, Chief Lantz served Albemarle County on the Alcohol Safety Action Program Board for Central Virginia, Charlottesville-UVA-Albemarle Emergency Communications Center Management Board, and the Piedmont Region 8 Special Olympics Torch Run.

NOW, THEREFORE, BE IT RESOLVED, that we, the Albemarle County Board of Supervisors do hereby honor and commend Chief Ron Lantz for his many years of exceptional service to Albemarle County and its residents, the Albemarle County Police Department; the broader community in which we live; and the Commonwealth of Virginia. The County of Albemarle is strengthened and distinguished by Chief Lantz's dedication, commitment, professionalism, and compassion in meeting the community's needs.

BE IT FURTHER RESOLVED that a copy of this Resolution be spread upon the minutes of this meeting of the Albemarle County Board of Supervisors as a lasting, visible testament to the esteem in which Chief Lantz is held by this Board and previous Boards for his lasting legacy of community service and the tangible results from his work to make Albemarle County better for future generations.

Signed this 16th day of February 2022.

Agenda Item No. 7. From the Public: Matters Not Listed for Public Hearing on the Agenda or on Matters Previously Considered by the Board or Matters that are Pending Before the Board.

Ms. LaPisto-Kirtley read the protocol for this part of the agenda and the guidelines for speakers.

Ms. Judy Schlusel greeted the Board and introduced herself as a resident of the Rio District and member of the Rio 29 CAC (Community Advisory Committee). She said on February 4, David Benish sent an email to CAC members of the draft of the phase one portion of the Rio Road Corridor Plan for review with notation that there was no subsident change to the recommendations from what was presented in October 2021. She said that David Benish stated that once phase two work was completed, the draft plan for phase two would be developed, combined with the phase one draft, and both would move forward to be presented to them, the Board, for review. She said that maybe she missed the purpose behind presentations to the CAC, which she thought was to give input to the presenter, both positive and negative. She said she recalled during Daniel Hyers' presentation, there were questions about the design.

Ms. Schlusel said for them to please keep in mind that early in the process, there was a survey to obtain community members to serve on a focus group, however, the right demographics were not obtained, so the focus group idea was shelved. She said that therefore, everything in this report appeared to be a unilateral input for Line and Grade. She said a few areas along Rio Road were mentioned but not indicating any residents' input. She said those who lived there would be greatly affected in Dunlora, Dunlora Park, Shepherd's Ridge, and Dunlora Forest by the proposed plan had not been asked for any input. She said several CAC members who lived in the corridor had questions and gave input, but nothing seemed to have been considered.

Ms. Schlusel said she currently awaited a response to an email questioning several items in the phase one draft of the Rio Corridor Plan. She said when this report came before them, they should please look carefully at the following items to see if anything changed. She said to please not unanimously vote for approval, but to ask questions. She said points to ponder were page seven, item three, the peanut-shaped roundabout located at Old Brook and Hillsdale. She said she thought it was to be eliminated. She said page eight, number seven gave renditions of trees planted on the roadway, median, and buffer strip. She brought up the issue of the unsightly junipers at the Rio and Dunlora intersection and no one taking on maintenance responsibility. She said Daniel Hyer's response was that she brought up a good point. She said page ten indicated that the VDOT roundabout was preferred, yet Line and Grade's rendition showing an alternative concept was still in the document. She said on page thirteen, item eight was a summary of demographics and talked about the Greenbriar neighborhood. She asked why this was included when that area was located within the City limits. She said previously, David Benish had mentioned that the sidewalk would be asphalt, because this was easier to destroy than poured concrete, not knowing the exact location of the roundabout. She asked why then was the sidewalk poured concrete.

Ms. Schlusel said at the January 27 CAC meeting, Daniel Hyer mentioned the possibility of a roundabout at Penn Park Road. She asked if this was wishful thinking for his company. She said roundabouts were the buzz design for road design. She asked if they thought one at Old Brook and Hillsdale, and down Warner Parkway in Dunlora and Penn Park was overkill with this design feature all within a few miles. She said to please ask questions when phase one and phase two drafts were merged

together and reviewed.

Mr. Neil Williamson greeted the Board and introduced himself as president of the Free Enterprise Forum, a privately funded public policy organization focused on Central Virginia's local government. He said that because this was the week of Valentine's Day, he really wanted to love the Housing Albemarle incentive package they would be discussing later today. He said they had been proponents for more housing everywhere for everyone since their inception in 2003. He said that Albemarle staff had recognized the need to engage the development community in developing these solutions. He said they applauded their outreach. He said the Free Enterprise Forum has been an active member of these conversations and was encouraged that many of the concepts discussed had been included in the proposal. While they wanted to love it, there was one small change and three substantive changes that he believed were needed in Cupid's quiver to make the proposal a viable valentine.

Mr. Williamson said on the last page regarding waiver/reduction of development standards, they should change the word "may" to "shall." The reality of Albemarle's fast diminishing development areas was that those parcels easiest to develop had been developed. He said that meant parcels left to develop will likely require special use permits. He said while the policy under consideration anticipated this reality, the option for staff denial was too great. He said if the language could be changed to allow specific performance agreements to be used, then the use of "shall" should be approved. He said absent this change, the entire paragraph would be made meaningless by this enormous loophole to be exploited by those opposed to development in the designated development areas. He said in any relationship, both sides should be giving something. He said the Free Enterprise Forum does not believe the current incentives package was robust enough and suggested additional incentives to make this relationship work.

Mr. Williamson said the first was for Albemarle County to pay for ACSA hookup fees. He said this would result with Albemarle having a real investment in the project. He said considering the importance of affordable housing to the community, certainly providing \$20K per affordable unit was not too much to ask. He said the second was tax abatement with performance agreements. He said to rebate the increase of property taxes incurred by the residential development. He said by building this into the plan, Albemarle retains the ability to draft each performance agreement to the specific project. He said the third was to expand the Development Area. He said at the end of the day, there was not enough supply to meet the demand. He said this was in their control. He said the Free Enterprise Forum, using Albemarle's own numbers, had projected the development areas will be fully exhausted by 2044. He said in the meantime, the government induced land scarcity would result in ever increasing lot and housing costs.

Mr. Williamson said that absent these additions, they anticipated most residential development projects would bypass the rezoning and develop at lower density without any affordable housing included. He said this would be an unintended consequence from the lack of robust incentives. He thanked them for the opportunity to speak.

Agenda Item No. 8. Consent Agenda.

Ms. Price said there were no items to pull from the consent agenda.

Ms. LaPisto-Kirtley **moved** to approve the consent agenda as presented.

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

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Mr. Andrews, and Ms. Price.
NAYS: None.

Item No. 8.1. Approval of Minutes: April 15 and August 5, 2020.

Mr. Gallaway had read the minutes of April 15, 2020 and found them to be in order.

Ms. McKeel had read the minutes of August 5, 2020 and found them to be in order.

By the above-recorded vote, the Board approved the minutes of April 15 and August 5, 2020 as read.

Item No. 8.2. Ordinance to Amend County Code Chapter 13, Solid Waste Disposal and Recycling, to Address Clutter.

The Executive Summary forwarded to the Board states that Virginia Code § 15.2-901 (as amended in 2021) now enables localities to adopt an ordinance requiring landowners to remove or dispose of trash, garbage, refuse, litter, clutter (excepting that on land zoned for farming or in active farming), and other substances that might endanger the health or safety of other residents. The statute authorizes the County to impose civil and criminal penalties.

The attached draft ordinance would:

- 1) make it unlawful for any owner or occupant of property not zoned for farming or used for farming to store or accumulate clutter (mechanical equipment, household furniture, containers, and similar items that may be detrimental to the well-being of the community when left in public view), along with existing prohibitions against the storage or accumulation of trash and other refuse, on their property;
- 2) allow the County to require the owner or occupant to remove clutter or for the County to remove clutter itself as it is already authorized to do with trash and other refuse upon reasonable notice to the owner or occupant;
- 3) allow the County to charge the owner for the costs of removal and to impose a lien for the unpaid expenses on the property that would be treated the same as a lien for unpaid real estate taxes;
- 4) allow for the imposition of civil penalties for the unlawful storage or accumulation of clutter (\$50 for each business day a violation continues under the same operative; \$200 for violations arising from different set of operative facts; penalties limited to \$3,000 per 12-month period);
- 5) allow for criminal charges (Class 3 misdemeanor, punishable by a fine of not more than \$500) for fourth or subsequent offenses not arising from the same set of operative facts within a 24-month period; and
- 6) declare that the remedies set forth in Chapter 13, Article III, are not exclusive and do not preclude the County from pursuing other remedies such as injunctive relief, orders of abate, or nuisance declarations. Code Compliance Officers in the Community Development Department will enforce the proposed ordinance in the same manner as they enforce zoning violations involving unlawful trash and inoperable vehicle storage and accumulation, uncontrolled vegetation growth, and stagnant water. Enforcement will be complaint-based. Consistent with current practices, staff will educate and cooperate with property owners and occupants to obtain voluntary compliance.

No budget impact is anticipated. Staff expects that the Code Compliance team in the Community Development Department will enforce this ordinance similar to how they address zoning violations involving trash and inoperable vehicle storage and accumulation. When voluntary compliance is not achieved, the County will continue to seek civil penalties and judicial decrees (abatement orders and injunctions) to resolve violations. The County has yet to use staff or outside contractors to remedy violations involving unlawful trash storage or accumulation.

Staff recommends that the Board schedule the attached draft ordinance (Attachment A) for a public hearing.

By the above-recorded vote, the Board authorized the Clerk to schedule a public hearing to consider adoption of the attached draft ordinance (Attachment A):

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ORDINANCE NO. 22-13(1)

AN ORDINANCE TO AMEND CHAPTER 13, SOLID WASTE DISPOSAL AND RECYCLING, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 13, Solid Waste Disposal and Recycling, is hereby reordained and amended as follows:

By Amending:

Sec. 13-100
Sec. 13-300
Sec. 13-301
Sec. 13-302

**CHAPTER 13
SOLID WASTE DISPOSAL AND RECYCLING**

ARTICLE I. IN GENERAL

Sec. 13-100 Definitions.

The following definitions shall apply to this chapter:

- (1) Clutter. The term "clutter" means mechanical equipment, household furniture, containers, and similar items that may be detrimental to the well-being of a community when such items are left in public view for an extended period or are allowed to accumulate, unless such items are on land zoned for agriculture or in a lawfully active agricultural operation.
- (2) ~~(4)~~ Commingled recyclables. The term "commingled recyclables" means a mixture of several recyclable materials in one container.
- (3) ~~(2)~~ Food waste. The term "food waste" means all animal and vegetable solid wastes generated by food facilities, or from residences, that result from the storage, preparation, cooking, or handling of food.
- (4) ~~(3)~~ Garbage. The term "garbage" means solid waste consisting of decomposable animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce, and other food products.
- (5) ~~(4)~~ Industrial solid waste. The term "industrial solid waste" means solid waste originating from mechanized manufacturing facilities, factories, refineries, construction and demolition projects, and publicly operated treatment works, and/or solid wastes placed in debris boxes.
- (6) ~~(5)~~ Litter. The term "litter" means solid waste discarded outside the established collection disposal system.
- (7) ~~(6)~~ Multi-family dwelling. The term "multi-family dwelling" means a building or portion thereof containing more than two dwelling units and not classified as a one family or two family dwelling nor as a townhouse, with not more than one family occupying each dwelling unit.
- (8) ~~(7)~~ Nonresidential units. The term "nonresidential units" means commercial buildings or structures, both retail and wholesale, including apartments with more than two dwelling units.

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- (9) ~~(8)~~ *Person*. The term "person" means any natural person, corporation, partnership, association, firm, receiver, guardian, trustee, executor, administrator, fiduciary, or representative or group of individuals or entities of any kind.
- (10) ~~(9)~~ *Processing*. The term "processing" means the separation and marketing of recyclable materials.
- (11) ~~(10)~~ *Recyclable materials*. The term "recyclable materials" means materials which have been source separated by any person or materials separated from solid waste for the subsequent utilization in both cases as raw material to be manufactured into a new product other than fuel or energy.
- (12) ~~(11)~~ *Recycling*. The term "recycling" means the process of separating a given waste material from the waste stream and processing it so that it is used again as a raw material for a product, which may or may not be similar to the original product.
- (13) ~~(12)~~ *Refuse*. The term "refuse" means all solid and semiliquid wastes ~~of a community, that are composed wholly or partially of materials such as including~~ garbage, trash, litter, clutter, rubbish, ashes, street cleanings, ~~and industrial solid waste, residues from clean up of spills or contamination, and other discarded materials~~, but not including human or agricultural animal body wastes.
- (14) ~~(13)~~ *Residential unit*. The term "residential unit" means any housing unit within the county including single-family dwellings, two-family dwellings, townhouses and mobile homes. It does not include multi-family dwellings. Occupants of such residential units are referred to as residents.
- (15) ~~(14)~~ *Rubbish*. The term "rubbish" means nondecomposable solid waste consisting of both combustible and noncombustible waste materials.
- (16) ~~(15)~~ *Sanitary landfill*. The term "sanitary landfill" means a disposal facility for solid waste so located, designed and operated that it does not pose a substantial present or potential hazard to human health or the environment.
- (17) ~~(16)~~ *Solid waste*. The term "solid waste" means garbage, refuse, sludges, and other discarded solid materials, including those from industrial, commercial, and agricultural operations, and from community activities.
- (18) ~~(17)~~ *Source separation*. The term "source separation" means the segregation of various specific materials from the waste stream at the point of generation.
- (19) ~~(18)~~ *Transfer station*. The term "transfer station" means a place or facility where waste materials are taken from small collection vehicles and placed in larger transportation units for transport to disposal areas, usually landfills, and where compaction or separation may be an incidental activity.
- (20) ~~(19)~~ *Trash*. The term "trash" means dry waste and usually does not include food waste and ashes but may include other organic materials, such as plant trimmings, or material considered worthless, unnecessary, or offensive that is usually thrown away.
- (21) ~~(20)~~ *Waste*. The term "waste" means garbage, trash or other refuse that is discarded, useless, or unwanted.
- (22) ~~(21)~~ *Waste collector*. The term "waste collector" means all persons engaging in the business of picking up garbage, trash or refuse of any description by truck or other vehicle for the delivery to a sanitary landfill area or other place, for disposal of the same as may be permitted by law.
- (23) ~~(22)~~ *Waste stream*. The term "waste stream" means the total flow of solid waste from residences, businesses, institutions, and manufacturing plants that must be recycled, burned, or disposed of in landfills; or any segment thereof, such as the "residential waste

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stream" or the "recyclable waste stream." The term "waste stream" also means the total waste produced by a community or society, as it moves from origin to disposal.

(Code 1967, § 15-1; 9-15-93; Code 1988, § 16-1; Ord. 98-A(1), 7-15-98; Ord. 22-13(1); 4-6-22)

State law reference(s)- Va. Code § 15.2-901(A) and 9VAC20-81-10.

Sec. 13-101 Permit required.

No person engaged in a business as a refuse remover shall conduct any portion of such operation within the county unless he has a current permit to do so issued by the county pursuant to this article.

(9-15-93; Code 1988, § 16-18; Ord. 98-A(1), 7-15-98)

State law reference(s)—Va. Code § 15.2-930.

Sec. 13-102 Waste collection and recycling permit application.

- A. Each person is required to obtain a permit pursuant to section 13-301, or to renew an existing permit shall submit a permit application to the department of engineering and public works. The application shall be made on a form provided by the department of engineering and public works, and shall require the applicant to provide its name, address and telephone number, and to state generally the areas within the county the applicant proposes to serve.
- B. An application for a new permit shall be submitted, and a permit issued, before the person engages in business as a waste collector as provided in section 13-301.
- C. An application to renew an existing permit shall be submitted between June 1 and June 15 of each year.

(§§ 16-19, 16-21; 9-15-93; Code 1988, §§ 16-19, 16-21; Ord. 98-A(1), 7-15-98)

State law reference(s)—Va. Code § 15.2-930.

Sec. 13-103 Waste collection and recycling permit expiration.

Each permit issued pursuant to this chapter shall expire on June 30 following the date of issue.

(9-15-93; Code 1988, § 16-21; Ord. 98-A(1), 7-15-98)

State law reference(s)—Va. Code § 15.2-930.

Sec. 13-104 Waste collection and recycling permit issuance or denial.

- A. A permit for which an application has been submitted pursuant to section 13-102 shall be issued or denied by the department of engineering and public works within 15 days of the receipt of such application.
- B. A permit shall be issued if the department of engineering and public works determines that the application is complete and valid and that the applicant has reasonably and substantially complied with all applicable sections of this chapter.
- C. The department of engineering and public works shall provide an applicant whose permit is denied with a written statement of the reasons for denial.

(9-15-93; Code 1988, § 16-20; Ord. 98-A(1), 7-15-98)

State law reference(s)—Va. Code § 15.2-930.

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Sec. 13-105 Violation and penalty.

Any person who fails to comply with any requirements of article I or article II of this chapter shall be subject to the following:

- A. Any alleged violation will be brought before a committee composed of one representative of the waste collectors, one citizen representative appointed by the county executive, and a third representative chosen jointly by the waste collectors and citizen representatives. The committee shall review the violation from a report of the department of engineering and public works. The alleged violator shall be provided the opportunity to respond to the alleged violation. The committee shall determine whether a violation has occurred, and recommend an appropriate enforcement action including, but not limited to, a recommendation as to whether civil penalties should be pursued.
- B. Without limiting the remedies which may be obtained in this section, any person violating or failing, neglecting or refusing to obey any injunction, mandamus or other remedy obtained pursuant to this section shall be subject, in the discretion of the court, to a civil penalty not to exceed \$100.00 for the first violation, \$250.00 for the second violation, \$500.00 for the third violation, \$750.00 for the fourth violation, and \$1,000.00 for each violation thereafter.
- C. With the consent of any person who has violated or failed, neglected or refused to comply with any requirement of these articles, the county may provide in an order issued against such person, for the payment of civil charges for violations in specific sums, not to exceed the applicable limitation specified in paragraph B. These civil charges shall be in lieu of any appropriate civil penalty which could be imposed pursuant to paragraph B.

(9-15-93; Code 1988, § 16-22; Ord. 98-A(1), 7-15-98)

State law reference(s)—Va. Code § 15.2-930.

ARTICLE II RECYCLING

Sec. 13-200 Purpose.

The purpose of this article is to encourage and promote recycling throughout the county in order to protect limited natural resources for the benefit of its citizens.

(9-15-93; Code 1988, § 16-13; Ord. 98-A(1), 7-15-98)

State law reference(s)—Va. Code § 15.2-928.

Sec. 13-201 Residential and nonresidential source separation of solid waste for purposes of recycling.

The following regulations shall apply to the source separation of solid waste for purposes of recycling:

- A. Each waste collector shall collect recyclable materials identified in paragraph B from county residents choosing to participate, and such collection shall be consistent with the recycling program for which the waste collector provides service.
- B. Each waste collector shall recycle source separated newspaper, magazine, container glass, metal cans, and plastic soda, milk and water containers from residential units. The county will provide for the processing of newspaper and commingled recyclables collected by a waste collector from residential units.
- C. Each waste collector shall offer recycling services to the owner or manager of each multi-family dwelling and apartment complex in the county to which it provides service.

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- D. Each waste collector shall make a reasonable effort to promote residential and nonresidential participation in a recycling program.
- E. This article shall not affect the right of any person or entity to sell or otherwise dispose of waste material as provided in Virginia Code § 15.2-933 or permitted under any other law of the commonwealth, nor shall it impose any liability upon any waste collector for failure of its customers to comply with this article.

(9-15-93; Code 1988, § 16-15; Ord. 98-A(1), 7-15-98)

State law reference(s)—Va. Code § 15.2-937.

Sec. 13-202 Frequency of removal.

Each waste collector serving residential units shall collect recyclable materials in accordance with paragraph 13-201(A) either weekly or biweekly.

(9-15-93; Code 1988, § 16-16; Ord. 98-A(1), 7-15-98)

State law reference(s)—Va. Code §§ 15.2-928, 15.2-930.

**ARTICLE III DUMPING, ACCUMULATION, STORAGE, REMOVAL
AND DISPOSAL OF WASTE**

Sec. 13-300 Dumping waste on public property, a public highway, right-of-way, or on private property.

- A. It shall be unlawful for any person to dump or otherwise dispose of refuse or other unsightly matter on public property, including a public highway, right-of-way, property adjacent to such highway or right-of-way, or on private property without the written consent of the owner thereof or his agent.
- B. When any person is arrested for a violation of this section, and the refuse or other unsightly matter alleged to have been dumped or disposed of has been ejected from a motor vehicle, the arresting officer may comply with the provisions of Virginia Code § 46.2-936 in making such arrest.
- C. When a violation of the provisions of this section has been observed by any person, and the refuse or other unsightly matter dumped or disposed of has been ejected or removed from a motor vehicle, the owner or operator of such motor vehicle shall be presumed to be the person ejecting or removing of such matter. This presumption shall be rebuttable by competent evidence.
- D. Any person convicted of violating this section shall be guilty of a misdemeanor punishable as provided in section 1-445301 of the Code, at the court's discretion, in lieu of a criminal conviction it may permit the person to volunteer his services for a reasonable period of time to remove litter from the highway.

(Code 1988, § 16-2; Ord. 98-A(1), 7-15-98; Ord. 22-13(1); 4-6-22)

State law reference(s)—Va. Code §§ 33.1-346, 33.1-346.1.

Sec. 13-301 Transporting refuse in vehicles.

It shall be unlawful for any person to transport any refuse upon the streets, roads, or highways in the county in a motor vehicle unless the vehicle is constructed or loaded to prevent any of the load, consisting of the refuse and refuse containers, from dropping, sifting, leaking or otherwise escaping therefrom. A vehicle may be deemed to be constructed or loaded to prevent the load from dropping, sifting, leaking or otherwise escaping if the refuse is transported in one or more secured covered containers within the vehicle which do not allow sifting, leakage or the escape

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of refuse therefrom, and each container is loaded in the vehicle in a manner that prevents it from dropping or otherwise escaping from the vehicle. Any person convicted of violating this section shall be guilty of a misdemeanor punishable as provided in section 1-445301 of the Code.

(Code 1967, § 15-4; 4-17-75; Code 1988, § 16-3; Ord. 98-A(1), 7-15-98; Ord. 01-13(1), 12-5-01; Ord. 22-13(1); 4-6-22)

State law reference(s)—Va. Code § 10.1-1424.

Sec. 13-302 Accumulation, storage and removal of refuse on private property.

The following regulations shall apply to the accumulation, storage and removal of refuse and other dangerous substances on private property:

- A. No owner or occupant of any property in the county shall store, accumulate, or dump refuse or other substances that might endanger the health or safety of other residents of the County except as otherwise provided by law on such property in such quantities or in such a manner or for such a period of time as to constitute a nuisance as to be injurious to the health or safety of the public, or which might endanger the health or safety of the residents of the county. The storage, accumulation, or dumping of refuse or other substances that might endanger the health or safety of others is declared a nuisance.
- B. All refuse ~~shall~~ must be placed in personally owned or privately owned watertight containers and be kept covered until transported to a public sanitary landfill or until taken from the property by trash or garbage collectors or otherwise disposed of as provided by law.
- C. Each owner or occupant of property in the county shall, at such time or times as the board of supervisors or its agent may prescribe in a writing personally delivered to the owner or occupant or sent to the owner or occupant by certified mail to the property or sent to the owner by certified mail at the last known address as shown on the current real estate tax assessment records, remove from the property any and all refuse and other substances which might endanger the health or safety of other residents of the county as directed in such writing. For purposes of this Article, the board of supervisors designates the county executive and the county executive's designee as its agents.
- D. If the board of supervisors or its agent deems it necessary, after reasonable written notice personally delivered or sent by certified mail to the owner or occupant of property in the county according to subsection C above, the board of supervisors or its agent may have such refuse and other substance ~~which that~~ might endanger the health of other residents of the county removed by the county's own agents or employees or independent contractors within a reasonable period of time, in which event the cost or expense thereof shall be chargeable to and paid by the owner of such property and may be collected by the county as taxes are collected. If the condition poses an emergency, the county may correct or abate the condition immediately with or without notice. Every such charge authorized by this section with which the owner of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on parity with liens of unpaid local taxes and enforceable in the same manner as provided in section 15-100 of the Code and Articles 3 and 4 of Chapter 39 of Title 58.1 of the Code of Virginia. The county executive may waive such liens in order to facilitate the sale of the property but may only do so as to a purchaser who is unrelated by blood or marriage to the owner and who has no business association with the owner. All such liens shall remain a personal obligation of the owner of the property from when the liens were imposed.
- E. Any person convicted of violating this section shall be guilty of a misdemeanor punishable as provided in section 1-115 of the Code. Violations of this section are subject to a civil penalty of \$50.00 for the first violation, or violations arising from the same set of operative

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facts. The civil penalty for subsequent violations not arising from the same set of operative facts within 12 months after the first violation is \$200.00. Each business day during which the same violation is found to have existed constitutes a separate offense. In no event shall a series of specified violations arising from the same set of operative facts result in civil penalties that exceed a total of \$3,000.00 in a 12-month period. A violation shall constitute a Class 3 misdemeanor and preclude the imposition of civil penalties if three civil penalties have previously been imposed on the same defendant for the same or similar violation, not arising from the same set of operative faces, within a 24-month period.

F. The remedies identified in this section are not exclusive and do not preclude the county from seeking all other available legal remedies, including injunctive relief to abate, correct, prevent, and preclude violations of this Article's provisions.

(Code 1967, § 15-6; 11-15-89; Code 1988, § 16-5; Ord. 98-A(1), 7-15-98; Ord. 22-13(1); 4-6-22)

State law reference(s)—Va. Code § 15.2-901.

Sec. 13-303 Waste collectors to dispose of same at authorized locations.

It shall be unlawful for any waste collector to dispose of garbage, trash, or refuse at any location in the county other than at a public sanitary landfill, transfer stations, recycling drop-off centers and other locations designated by the county. Any person convicted of violating this section shall be guilty of a class 1 misdemeanor.

(Code 1967, § 15-5; Code 1988, § 16-4; Ord. 98-A(1), 7-15-98)

State law reference(s)—Va. Code § 15.2-931.

Sec. 13-304 Scavenging.

It shall be unlawful for any person other than a permitted waste collector to salvage or otherwise remove any recyclable materials set out for collection by a permitted waste collector.

(9-15-93; Code 1988, § 16-17; Ord. 98-A(1), 7-15-98)

I, Claudette K. Borgersen, do hereby certify that the foregoing writing is a true, correct copy of an Ordinance duly adopted by the Board of Supervisors of Albemarle County, Virginia, by a vote of ____ to ____, as recorded below, at a regular meeting held on _____.

Clerk, Board of County Supervisors

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

Item No. 8.3. Resolution to Request Split Precinct Waiver from State Board of Elections.

The Executive Summary forwarded to the Board states that Virginia Code § 24.2-307 now requires the elimination of split voting precincts. It provides that, if a split precinct cannot be eliminated, the local governing body may request a waiver to administer a split precinct.

As a part of 2022 state redistricting, the majority of Albemarle County has been placed in the 5th District of the US House of Representatives. However, a sliver of land in the northwest corner of Albemarle County has been placed in the 7th District. The sliver has fewer than 100 registered voters. Virginia Code §24.2-307 prohibits the creation of a voting precinct that has fewer than 100 registered voters. However “[i]f a governing body is unable to establish a precinct with the minimum number of registered voters without splitting the precinct between 2 or more congressional districts . . . it shall apply to the State Board for a waiver to administer a split precinct.” Because the sliver has fewer than 100 registered voters, staff recommends that the Board of Supervisors apply to the State Board for a waiver to administer a split precinct. Staff anticipates that, regardless of which local redistricting plan is adopted, the sliver will remain within the Free Union precinct. Although distributing the correct ballots to voters in this precinct will present the same challenges as administering a split precinct always has, experience indicates that this will be manageable. Accordingly, the Electoral Board and registrar ask that the Board of Supervisors request a split precinct waiver from the State Board of Elections.

Staff recommends that the Board adopt the attached Resolution (Attachment A) to authorize the

submission of a request for a waiver to the State Board of Elections (Attachment B) to create a split voting precinct as part of the 2022 local redistricting process.

By the above-recorded vote, the Board adopted the attached Resolution (Attachment A) to authorize the submission of a request for a waiver to the State Board of Elections (Attachment B) to create a split voting precinct as part of the 2022 local redistricting process:

RESOLUTION TO REQUEST PERMISSION TO ADMINISTER SPLIT PRECINCTS

WHEREAS, Virginia Code § 24.2-307 mandates that "[e]ach precinct shall be wholly contained within a single congressional district . . . used for the election of one or more members of the governing body or school board for the county or city"; and

WHEREAS, there is a portion of the current Free Union precinct in the White Hall magisterial district that state-level redistricting has placed into the U.S. House of Representatives' 7th district, while the rest of Albemarle County is in the 5th district; and

WHEREAS, that portion, having fewer than 100 registered voters, is not eligible to be its own precinct under state law; and

WHEREAS, Albemarle County (the "County") must therefore, under any of the alternate redistricting maps now being considered by the Board, split the Free Union precinct between the U.S. House of Representatives' 5th and 7th districts; and

WHEREAS, Virginia Code § 24.2-307 requires the Board apply for a waiver from the State Board of Elections to administer a split precinct.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the General Registrar to submit, on the Board's behalf, a request for a waiver from the State Board of Elections pursuant to Virginia Code § 24.2-307 to administer the Free Union precinct as a split precinct for elections held in 2022 onward.

Item No. 8.4 Smart Scale Project Agreements.

The Executive Summary forwarded to the Board states that the Smart Scale grant program is the primary method for funding large-scale transportation projects in the State. The program provides State and Federal funds for the design/engineering, right-of-way, and construction of transportation projects, and runs on a biennial cycle. At the June 17, 2020 meeting, the Board of Supervisors adopted a Resolution in support of Smart Scale funding applications for the following projects: Old Lynchburg/5th Street Extended Intersection Improvements; US 250 Pantops Corridor Improvements (Route 20 to Hansen Road); and Route 20/Route 53 Intersection Improvements, among others.

Also at the June meeting, the Board expressed its desire to contribute local funds through the Transportation Leveraging Program CIP Line Item in order to buy down the project costs and improve the scoring of these projects.

At the August 19, 2020 meeting, following VDOT's extension of the Smart Scale application deadline, the Board of Supervisors adopted a resolution in support of the Rio Road/John Warner Parkway Intersection Improvements project as an additional Smart Scale funding application. The Board approved the inclusion of local funds through the Transportation Leveraging Program CIP Line Item for this application, as well.

Submitted Application Project Name	Estimated Project Cost	Local Fund Contributions
Old Lynchburg Road/5th Street Extended Intersection Improvements	\$7,263,075	\$2 million
US 250 Pantops Corridor Improvements (Route 20 to Hansen Road)	\$5,939,563	\$2 million
Route 20/Route 53 Intersection Improvements	\$9,536,258	\$1 million
Rio Road/John Warner Parkway Intersection Improvements	\$10,126,306	\$2 million

All four of these projects received Smart Scale funding.

While it was expected that funding would become available for these projects and preliminary engineering would begin in Fiscal Year 2025, these projects have been fast-tracked by VDOT. VDOT is requesting the local funds for Old Lynchburg Road/5th Street Extended Intersection Improvements, Rio Road/John Warner Parkway Intersection Improvements, and Route 20/Route 53 Intersection Improvements in FY23. VDOT is requesting the local funds for US 250 Corridor Improvements projects in FY25.

All four projects would be administered by VDOT, which requires project agreements for all projects that it administers. The project Agreements (Attachments A, B, C, and D) outline the County's commitment of the local share for each project and VDOT's administration of the project. The proposed Resolution (Attachment E) would provide the County Executive with authority to sign the Agreements.

In the Smart Scale applications, the County already committed a total of \$7 million of local funds from the Transportation Leveraging Program CIP Line Item. The attached Agreements specify that the County will pay a total of \$5 million to VDOT in FY 23 for the Old Lynchburg Road/5th Street Extended Intersection Improvements, Rio Road/John Warner Parkway Intersection Improvements, and Route 20/Route 53 Intersection Improvements, and \$2 million in FY25 for US 250 Corridor Improvements. This local funding will leverage approximately \$25.8 million in State funding for the design/engineering, right-of-way acquisition, and construction of all four projects.

Additional costs related to staff time that would impact the County budget are expected to be minimal, as all four projects will be administered by VDOT and therefore will not require large amounts of staff time.

Staff recommends that the Board of Supervisors adopt the attached Resolution (Attachment E) approving the attached Agreements (Attachments A, B, C, and D), and authorizing the County Executive to sign the Agreements on behalf of the County.

By the above-recorded vote, the Board adopted the attached Resolution (Attachment E) approving the attached Agreements (Attachments A, B, C, and D), and authorizing the County Executive to sign the Agreements on behalf of the County:

**A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF
ALBEMARLE, VIRGINIA AS AN ENDORSEMENT OF FOUR SMART SCALE
PROJECTS AND AUTHORIZATION TO APPROVE THOSE PROJECT
ADMINISTRATION AGREEMENTS**

WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project in the County of Albemarle, Virginia.

NOW, THEREFORE, BE IT RESOLVED, that the County of Albemarle, Virginia requests the Commonwealth Transportation Board to establish a project for the construction of the following Smart Scale projects: Old Lynchburg Road/5th Street Extended Intersection Improvements, US 250 Pantops Corridor Improvements (Route 20 to Hansen Road), Route 20/Route 53 Intersection Improvements, and Rio Road/John Warner Parkway Intersection Improvements.

BE IT FURTHER RESOLVED that the County of Albemarle, Virginia hereby agrees to provide its share of the total cost for preliminary engineering, right-of-way and construction of each of these projects in accordance with the project financial documents subject to appropriation.

BE IT FURTHER RESOLVED that the County of Albemarle, Virginia hereby agrees to enter into project administration agreements with VDOT and provide the necessary oversight to ensure the projects are developed in accordance with all applicable federal, state and local requirements for design, right-of-way acquisition, and construction of the projects.

BE IT FURTHER RESOLVED that if the County of Albemarle, Virginia subsequently elects to cancel any of the projects, the County of Albemarle, Virginia hereby agrees to reimburse VDOT for the total amount of costs expended by VDOT through the date VDOT is notified of such cancellation. The County of Albemarle, Virginia also agrees to repay any funds previously reimbursed that are later deemed ineligible by the Federal Highway Administration or VDOT.

BE IT FURTHER RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby grants authority for the County Executive to execute the Project Administration Agreements, as well as other documents necessary for the approved projects.

* * * * *

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**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

Project Number	UPC	Local Government
0631-002-013	118878	Albemarle County

THIS AGREEMENT, is hereby made and executed the date of the last signature set forth below, by and between the COUNTY OF ALBEMARLE, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the “Parties”.

WITNESSETH

WHEREAS, the LOCALITY has expressed its desire to have the DEPARTMENT administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the LOCALITY to finance the Project; and

WHEREAS, the LOCALITY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the LOCALITY's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the LOCALITY to enter into this Agreement;

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

- A. The DEPARTMENT shall:
1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
 2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the LOCALITY for charges of actual DEPARTMENT cost.
 4. Notify the LOCALITY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the LOCALITY prior to performing those activities.
 5. Return any unexpended funds to the LOCALITY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The LOCALITY shall:
1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
 2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the LOCALITY and modification of this Agreement.
- C. Funding by the LOCALITY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and LOCALITY funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the LOCALITY, the LOCALITY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

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VDOT ADMINISTERED – LOCALLY FUNDED Project Administration Agreement
Locality: Albemarle County
Project Number: 0631-002-013, UPC 118878

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized signatures below, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.


COUNTY OF ALBEMARLE, VIRGINIA:

Jeffrey B. Richardson Digitally signed by Jeffrey B. Richardson
Date: 2022.03.08 12:21:47 -05'00'

Digital Signature

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

DocuSigned by:

C31D1D083124474

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Digital Signature

Attachments
Appendix A - UPC 118878
Appendix B - UPC 118878

DocuSign Envelope ID: E053AA71-2ACA-4E7C-BAE1-26DBE949DE08

VDOT ADMINISTERED – LOCALLY FUNDED Project Administration Agreement
Locality: Albemarle County
Project Number: 0631-002-013, UPC 118878

Appendix B

Project Number: 0631-002-013 (UPC 118878) Locality: Albemarle County

Project Scope	
Work Description:	#SMART22 - OLD LYNCHBURG RD/5TH ST EXT. INT IMPROVEMENTS - Improve safety and pedestrian connectivity at the intersection of Rte. 631 and Rte. 780 by constructing a roundabout, sidewalks, and marked crosswalks.
From:	0.25 Miles S. Rte. 780
To:	0.25 Miles N. Rte. 780
Locality Project Manager Contact Info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841 Department Project Coordinator Contact Info: Hal Jones Harold.jones@vdot.virginia.gov 434-422-9378	

Detailed Scope of Services
VDOT will design and construct intersection improvements (i.e. convert intersection to a roundabout), as generally shown in the conceptual drawings that were included in the SMART Scale Application. Pedestrian improvements will include design and construction of new sidewalk, crosswalks, shared use paths on two legs of the roundabout, and a relocated bus stop. Scope of Services by VDOT for the Old Lynchburg Road & 5 th Street Extended Intersection Improvements project herein agreed upon include: <ul style="list-style-type: none">• Project Management• Preparation of preliminary roadway plans to include drainage plans, signing and pavement marking plans, maintenance of traffic plans, and right of way plans.• Public Involvement activities• Environmental studies and acquisition of required environmental documents from applicable state and federal agencies.• Compilation of RFP plans, specifications, and estimate for the intersection improvement features into a design-build proposal package• Administration of design-build procurement (Two phase best value)• Receipt of bids• Administration of Contract award• Administration and oversight of final design, acquisition of required stormwater management permits, right of way acquisition, utility relocations, and construction by design-builder• Construction engineering services• Construction project close-out

This attachment is certified and made an official attachment to this document by the parties of this agreement

Jeffrey B.
Richardson
Digitally signed by Jeffrey B. Richardson
Date: 2022.03.08 12:23:49 -05'00'
LPA Digital Signature - Authorized Locality Official

Cooley Gregory txb64758
Digitally signed by Cooley Gregory txb64758
DN: E=Gregory.Cooley@vdot.virginia.gov,
CN=Cooley Gregory txb64758, OU=VDOT,
OU=End-Users, OU=COV-Users, DC=pov,
DC=virginia, DC=gov
VDOT District - Authorized Digital Signature

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VDOT Administered, Locally Funded Appendix A

Date: 1/11/2022

Project Number:0631-002-013UPC:118878CFDA#20.205Locality:Albemarle County

Project Location ZIP+4: 22902-6495

Locality DUNS #066022047

Locality Address (incl ZIP+4):
401 McIntire Road
Charlottesville, VA 22902-4501

Project Narrative

Work Description

#SMART22 - OLD LYNCHBURG RD/5TH ST EXT. INT IMPROVEMENTS - Improve safety and pedestrian connectivity at the intersection of Rte. 631 and Rte. 780 by constructing a roundabout, sidewalks, and marked crosswalks.

From:

0.25 Miles S. Rte. 780

To:

0.25 Miles N. Rte. 780

Locality Project Manager Contact info:

Kevin McDermott

kmcdermott@albemarle.org

434-296-5841

Department Project Manager Contact Info:

Hal Jones

Harold.jones@vdot.virginia.gov

434-422-9378

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	\$1,358,602
Right of Way & Utilities	\$1,049,921
Construction	\$4,854,552
Total Estimated Cost	\$7,263,075

Project Cost

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$1,358,602	SmartScale (DGP)	0%	\$0
Total PE	\$1,358,602			\$0
Right of Way & Utilities	\$1,049,921	SmartScale (DGP)	0%	\$0
Total RW	\$1,049,921			\$0
Construction	\$1,999,999	Local Funds	100%	\$1,999,999
	\$2,854,553	SmartScale (DGP)	0%	\$0
Total CN	\$4,854,552			\$1,999,999
Total Estimated Cost	\$7,263,075			\$1,999,999

Total Maximum Reimbursement / Payment by Locality to VDOT

\$1,999,999

Project Financing

SmartScale (DGP)	Local Funds				Aggregate Allocations
\$5,263,076	\$1,999,999				\$7,263,075

Payment Schedule

FY23			
\$1,999,999			

Program and Project Specific Funding Requirements

• This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$5,263,076.

• All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.

• Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guide for Implementation of the SMART SCALE Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.

• This project shall be initiated and at least a portion of the project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or Metropolitan Planning Organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the project.

• This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the CTB Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the CTB Policy and Guidelines for Implementation of a Project Prioritization Process and the SMART SCALE Reevaluation Guide, this project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected project.

• Prior to Construction Start the LOCALITY shall make one lump sum payment in the amount of \$1,999,999 to VDOT no later than 30 days after receipt of VDOT's Invoice

This attachment is certified and made an official attachment to this document by the parties to this agreement

Jeffrey B.
Richardson

Digitally signed by Jeffrey B. Richardson

Date: 2022.03.08 12:24:15 -05'00'

LPA Digital Signature - Authorized Locality Official

Banks Gregory
uos15545

Digitally signed by Banks Gregory uos15545

Date: 2022.03.09 11:10:24 -05'00'

VDOT District - Authorized Digital Signature

Revised: February 1, 2019

* * * * *

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**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

Project Number	UPC	Local Government
0631-002-012	118876	Albemarle County

THIS AGREEMENT, is hereby made and executed the date of the last signature set forth below, by and between the COUNTY OF ALBEMARLE, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the “Parties”.

WITNESSETH

WHEREAS, the LOCALITY has expressed its desire to have the DEPARTMENT administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the LOCALITY to finance the Project; and

WHEREAS, the LOCALITY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the LOCALITY's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the LOCALITY to enter into this Agreement;

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

- A. The DEPARTMENT shall:
1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
 2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the LOCALITY for charges of actual DEPARTMENT cost.
 4. Notify the LOCALITY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the LOCALITY prior to performing those activities.
 5. Return any unexpended funds to the LOCALITY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The LOCALITY shall:
1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
 2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the LOCALITY and modification of this Agreement.
- C. Funding by the LOCALITY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and LOCALITY funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the LOCALITY, the LOCALITY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

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VDOT ADMINISTERED – LOCALLY FUNDED Project Administration Agreement
Locality: Albemarle County
Project Number: 0631-002-012, UPC 118876

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized signatures below, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

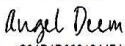
COUNTY OF ALBEMARLE, VIRGINIA:

Jeffrey B. Richardson Digitally signed by Jeffrey B. Richardson
Date: 2022.03.08 12:30:41 -05'00'

Digital Signature

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

DocuSigned by:

C31D1D093124474
Chief of Policy
Commonwealth of Virginia
Department of Transportation

Digital Signature

- Attachments
- Appendix A - UPC 118876
 - Appendix B - UPC 118876

Appendix B

Project Number: 0631-002-012 (UPC 118876) Locality: Albemarle County

Project Scope	
Work Description:	#SMART22 - RIO ROAD & JOHN WARNER PARKWAY ROUNDABOUT- Design and construct roundabout for the John Warner Parkway & Rio Road E intersection. Also included are Shared Use Path along east side, sidewalk into CATAC, bicycle lane north and south with ramps, ADA ramps and crosswalks and relocate/upgraded bus stop to include shelter.
From:	0.02 Miles N. Rte. 631
To:	0.02 Miles S. Rte. 631
Locality Project Manager Contact Info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841 Department Project Coordinator Contact Info: Hal Jones Harold.jones@vdot.virginia.gov 434-422-9378	

Detailed Scope of Services
VDOT will design and construct intersection improvements (i.e. convert intersection to a roundabout), as generally shown in the conceptual drawings that were included in the SMART Scale Application. Pedestrian improvements will include design and construction of new sidewalk into CATEC, crosswalks and shared use paths on two legs of the roundabout, and a relocated bus stop for CAT. Scope of Services by VDOT for the RIO ROAD & JOHN WARNER PARKWAY ROUNDABOUT project herein agreed upon include: <ul style="list-style-type: none">• Project Management• Preparation of preliminary roadway plans to include drainage plans, signing and pavement marking plans, maintenance of traffic plans, and right of way plans.• Public Involvement activities• Environmental studies and acquisition of required environmental documents from applicable state and federal agencies.• Compilation of RFP plans, specifications, and estimate for the intersection improvement features into a design-build proposal package• Administration of design-build procurement (Two phase best value)• Receipt of bids• Administration of Contract award• Administration and oversight of final design, acquisition of required stormwater management permits, right of way acquisition, utility relocations, and construction by design-builder• Construction engineering services• Construction project close-out

This attachment is certified and made an official attachment to this document by the parties of this agreement

Jeffrey B.
Richardson

Digitally signed by Jeffrey B. Richardson
Date: 2022.03.08 12:31:09 -05'00'

LPA Digital Signature - Authorized Locality Official

Cooley Gregory txb64758

Digitally signed by Cooley Gregory txb64758
DN: E=Gregory.Cooley@vdot.virginia.gov, CN=Cooley Gregory txb64758, OU=VDOT, OU=End-Users, OU=COV-Users, DC=cov, DC=virginia, DC=gov
Date: 2022.03.09 10:55:55 -05'00'

VDOT District - Authorized Digital Signature

DocuSign Envelope ID: AF6D8425-18D6-43A4-B234-267286865F57

VDOT Administered, Locally Funded Appendix A

Date: 1/11/2022

Project Number: 0631-002-012

UPC: 118876

CFDA# 20.205

Locality: Albemarle County

Project Location ZIP+4: 22901-1803	Locality DUNS #066022047	Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4501
Project Narrative		
Work Description: #SMART22 - RIO ROAD & JOHN WARNER PARKWAY ROUNDABOUT - Design and construct roundabout for the John Warner Parkway & Rio Road East intersection. Also included are Shared Use Path along east side, sidewalk into CATAC, bicycle lane north and south with ramps, ADA ramps and crosswalks and relocate/upgraded bus stop to include shelter.		
From: 0.02 Miles N. Rte. 631		
To: 0.02 Miles S. Rte. 631		
Locality Project Manager Contact info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841		
Department Project Manager Contact Info: Hal Jones Harold.jones@vdot.virginia.gov 434-422-9378		

Project Estimates	
Phase	Estimated Project Costs
Preliminary Engineering	\$1,529,703
Right of Way & Utilities	\$1,675,516
Construction	\$6,921,087
Total Estimated Cost	\$10,126,306

Project Cost				
Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$1,529,703	SmartScale (DGP)	0%	\$0
Total PE	\$1,529,703			\$0
Right of Way & Utilities	\$1,675,516	SmartScale (DGP)	0%	\$0
Total RW	\$1,675,516			\$0
Construction	\$1,999,999	Local Funds	100%	\$1,999,999
	\$4,921,088	SmartScale (DGP)	0%	\$0
Total CN	\$6,921,087			\$1,999,999
Total Estimated Cost	\$10,126,306			\$1,999,999

Total Maximum Reimbursement / Payment by Locality to VDOT	\$1,999,999
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Project Financing					
SmartScale (DGP)	Local Funds				Aggregate Allocations
\$8,126,307	\$1,999,999				\$10,126,306

Payment Schedule			
FY23			
\$1,999,999			

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$8,126,306.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guide for Implementation of the SMART SCALE Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- This project shall be initiated and at least a portion of the project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or Metropolitan Planning Organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the project.
- This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the CTB Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the CTB Policy and Guidelines for Implementation of a Project Prioritization Process and the SMART SCALE Reevaluation Guide, this project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected project.
- Prior to Construction Start the LOCALITY shall make one lump sum payment in the amount of \$1,999,999 to VDOT no later than 30 days after receipt of VDOT's invoice

This attachment is certified and made an official attachment to this document by the parties to this agreement.

Jeffrey B. Richardson

Digitally signed by Jeffrey B. Richardson

Date: 2022.03.08 12:31:29 -05'00'

LPA Digital Signature - Authorized Locality Official

Banks Gregory uos15545

Digitally signed by Banks Gregory uos15545

Date: 2022.03.09 11:08:27 -05'00'

VDOT District - Authorized Digital Signature

Revised: February 1, 2019

* * * * *

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**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

Project Number	UPC	Local Government
0250-002-014	118879	Albemarle County

THIS AGREEMENT, is hereby made and executed the date of the last signature set forth below, by and between the COUNTY OF ALBEMARLE, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the “Parties”.

WITNESSETH

WHEREAS, the LOCALITY has expressed its desire to have the DEPARTMENT administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the LOCALITY to finance the Project; and

WHEREAS, the LOCALITY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the LOCALITY's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the LOCALITY to enter into this Agreement;

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

- A. The DEPARTMENT shall:
1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
 2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the LOCALITY for charges of actual DEPARTMENT cost.
 4. Notify the LOCALITY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the LOCALITY prior to performing those activities.
 5. Return any unexpended funds to the LOCALITY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The LOCALITY shall:
1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
 2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the LOCALITY and modification of this Agreement.
- C. Funding by the LOCALITY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and LOCALITY funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the LOCALITY, the LOCALITY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized signatures below, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

COUNTY OF ALBEMARLE, VIRGINIA:

Jeffrey B. Richardson Digitally signed by Jeffrey B. Richardson
Date: 2022.03.08 12:27:25 -05'00'

Digital Signature

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Angel Deem
Chief of Policy
Commonwealth of Virginia
Department of Transportation

Digital Signature

Attachments

- Appendix A - UPC 118879
- Appendix B - UPC 118879

Appendix B

Project Number: 0250-002-014 (UPC 118879) Locality: Albemarle County

Project Scope	
Work Description:	#SMART22 - ROUTE 250 EAST CORRIDOR IMPROVEMENTS - Design and construct corridor improvements including access management, turn lane improvements, and pedestrian enhancements
From:	Stoney Point Road
To:	Rolkin Road
Locality Project Manager Contact Info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841	
Department Project Coordinator Contact Info: Michael Jacobs mike.jacobs@vdot.virginia.gov 540-829-7502	

Detailed Scope of Services
VDOT will design and construct access management improvements (i.e. raised concrete median) within the limits of the existing curb & gutter, as shown in the conceptual drawings that were included in the SMART Scale Application. Pedestrian improvements will include design and construction of new sidewalk along the south side of Rte. 250 to eliminate a gap in the existing sidewalk and reconstruction of any existing curb ramps that do not meet ADA Standards. No bicycle accommodations will be provided. Scope of Services by VDOT for the Route 250 East Corridor Improvement project herein agreed upon include: <ul style="list-style-type: none">• Project Management• Preparation of roadway plans to include drainage plans, signing and pavement marking plans, maintenance of traffic plans, erosion and sediment control plans, utility relocation plans, and right of way plans.• Public Involvement activities• Environmental studies and acquisition of required environmental documents from applicable state and federal agencies.• Acquisition of required stormwater management permits.• Administration of right of way acquisition and utility relocations.• Compilation of final plans, specifications, and estimate for the corridor improvement features into a bid proposal package• Bid proposal bidability review• Administration and advertisement of proposal• Administration of bidder questions• Receipt of bids• Administration of Contract award• Administration and oversight of construction• Construction engineering services• Construction project close-out

This attachment is certified and made an official attachment to this document by the parties of this agreement

Jeffrey B. Richardson
Digitally signed by Jeffrey B. Richardson
Date: 2022.03.08 12:27:48 -05'00'
LPA Digital Signature - Authorized Locality Official

Cooley Gregory txb64758
Digitally signed by Cooley Gregory txb64758
DN: E=Gregory.Cooley@vdot.virginia.gov,
CN=Cooley Gregory txb64758, OU=VDOT,
OU=Eng-Users, OU=COV-Users, DC=COV,
DC=Virginia, DC=gov
Date: 2022.03.08 16:47:50-08
VDOT District - Authorized Digital Signature

DocuSign Envelope ID: 5BB22553-D6F4-4F58-989D-86008D345B1E

VDOT Administered, Locally Funded Appendix A

Date: 1/11/2022

Project Number:	0250-002-014	UPC:	118879	CFDA#	20.205	Locality:	Albemarle County
Project Location ZIP+4: 22911-3517		Locality DUNS #066022047		Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4501			
Project Narrative							
Work Description	#SMART22 - ROUTE 250 EAST CORRIDOR IMPROVEMENTS - Design and construct corridor improvements including access management, turn lane improvements, and pedestrian enhancements						
From:	Stoney Point Road						
To:	Rolkin Road						
Locality Project Manager Contact info:	Kevin McDermott		kmcdermott@albemarle.org		434-296-5841		
Department Project Manager Contact Info:	Michael Jacobs		mike.jacobs@vdot.virginia.gov		540-829-7502		

Project Estimates		
Phase	Estimated Project Costs	
Preliminary Engineering	\$1,271,348	
Right of Way & Utilities	\$721,783	
Construction	\$3,946,432	
Total Estimated Cost	\$5,939,563	

Project Cost				
Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$1,271,348	SmartScale (DGP)	0%	\$0
Total PE	\$1,271,348			\$0
Right of Way & Utilities	\$721,783	SmartScale (DGP)	0%	\$0
Total RW	\$721,783			\$0
Construction	\$1,999,999	Local Funds	100%	\$1,999,999
	\$1,946,433	SmartScale (DGP)	0%	\$0
Total CN	\$3,946,432			\$1,999,999
Total Estimated Cost	\$5,939,563			\$1,999,999

Total Maximum Reimbursement / Payment by Locality to VDOT	\$1,999,999
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Project Financing					
SmartScale (DGP)	Local Funds				Aggregate Allocations
\$3,939,564	\$1,999,999				\$5,939,563

Payment Schedule			
FY25			
\$1,999,999			

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$3,939,564.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guide for Implementation of the SMART SCALE Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- This project shall be initiated and at least a portion of the project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or Metropolitan Planning Organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the project.
- This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the CTB Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the CTB Policy and Guidelines for Implementation of a Project Prioritization Process and the SMART SCALE Reevaluation Guide, this project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected project.
- Prior to Construction Start the LOCALITY shall make one lump sum payment in the amount of \$1,999,999 to VDOT no later than 30 days after receipt of VDOT's invoice

This attachment is certified and made an official attachment to this document by the parties to this agreement

Jeffrey B. Richardson

Digitally signed by Jeffrey B. Richardson

Date: 2022.03.08 12:28:20 -0500*

LPA Digital Signature - Authorized Locality Official

Banks Gregory uos15545

Digitally signed by Banks Gregory uos15545

Date: 2022.03.09 11:09:23 -0500*

VDOT District - Authorized Digital Signature

Revised: February 1, 2019

* * * * *

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**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

Project Number	UPC	Local Government
0020-002-011	118875	Albemarle County

THIS AGREEMENT, is hereby made and executed the date of the last signature set forth below, by and between the COUNTY OF ALBEMARLE, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the “Parties”.

WITNESSETH

WHEREAS, the LOCALITY has expressed its desire to have the DEPARTMENT administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the LOCALITY to finance the Project; and

WHEREAS, the LOCALITY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the LOCALITY's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the LOCALITY to enter into this Agreement;

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

- A. The DEPARTMENT shall:
1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
 2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the LOCALITY for charges of actual DEPARTMENT cost.
 4. Notify the LOCALITY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the LOCALITY prior to performing those activities.
 5. Return any unexpended funds to the LOCALITY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The LOCALITY shall:
1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
 2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the LOCALITY and modification of this Agreement.
- C. Funding by the LOCALITY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and LOCALITY funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the LOCALITY, the LOCALITY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

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VDOT ADMINISTERED – LOCALLY FUNDED Project Administration Agreement
Locality: Albemarle County
Project Number: 0020-002-011, UPC 118875

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized signatures below, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

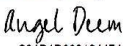
COUNTY OF ALBEMARLE, VIRGINIA:

Jeffrey B. Richardson Digitally signed by Jeffrey B. Richardson
Date: 2022.03.08 12:29:12 -05'00'

Digital Signature

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

DocuSigned by:

C31D1D093124474

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Digital Signature

- Attachments**
Appendix A - UPC 118875
Appendix B - UPC 118875

Appendix B

Project Number: 0020-002-011 (UPC 118875) Locality: Albemarle County

Project Scope	
Work Description:	#SMART22 - RTE 20/53 INTERSECTION IMPROVEMENTS - Design and construct Rte. 20 South (Scottsville Road/Rte. 53 (Thomas Jefferson Parkway) Intersection to a Roundabout to improve safety and operations. Includes a Share Use Path, 2 SB through lanes and crosswalks at the intersection.
From:	0.025 Miles S. Rte. 53
To:	0.10 Miles N. Rte. 53
Locality Project Manager Contact Info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841 Department Project Coordinator Contact Info: Hal Jones Harold.jones@vdot.virginia.gov 434-422-9378	

Detailed Scope of Services
VDOT will design and construct intersection improvements (i.e. convert intersection to a roundabout), as generally shown in the conceptual drawings that were included in the SMART Scale Application. Pedestrian improvements will include design and construction of new sidewalk along the west side of Rte. 20 south of the proposed roundabout, crosswalks on two legs of the roundabout, and shared use paths along Rte. 53. Scope of Services by VDOT for the Route 20/Route 53 Intersection Improvement project herein agreed upon include: <ul style="list-style-type: none">• Project Management• Preparation of preliminary roadway plans to include drainage plans, signing and pavement marking plans, maintenance of traffic plans, and right of way plans.• Public Involvement activities• Environmental studies and acquisition of required environmental documents from applicable state and federal agencies.• Compilation of RFP plans, specifications, and estimate for the intersection improvement features into a design-build proposal package• Administration of design-build procurement (Two phase best value)• Receipt of bids• Administration of Contract award• Administration and oversight of final design, acquisition of required stormwater management permits, right of way acquisition, utility relocations, and construction by design-builder• Construction engineering services• Construction project close-out

This attachment is certified and made an official attachment to this document by the parties of this agreement

Jeffrey B.
Richardson

Digitally signed by Jeffrey B. Richardson
Date: 2022.03.08 12:29:35 -05'00'

LPA Digital Signature - Authorized Locality Official

Cooley Gregory txb64758

Digitally signed by Cooley Gregory txb64758
DN: E=Gregory.Cooley@vdot.virginia.gov,
CN=Cooley Gregory txb64758, OU=VDOT,
OU=End-Users, OU=COV-Users, DC=ov,
DC=virginia, DC=gov
Date: 2022.03.08 12:29:35 -05'00'

VDOT District Digital Signature

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VDOT Administered, Locally Funded Appendix A

Date: 1/11/2022

Project Number: 0020-002-011

UPC: 118875

CFDA# 20.205

Locality: Albemarle County

Project Location ZIP+4: 22902-8772

Locality DUNS #066022047

Locality Address (incl ZIP+4): 401 McIntire Road
Charlottesville, VA 22902-4501

Project Narrative

Work Description #SMART22 - RTE 20/53 INTERSECTION IMPROVEMENTS - Design and construct Rte. 20 South (Scottsville Road/Rte. 53 (Thomas Jefferson Parkway) Intersection to a Roundabout to improve safety and operations. Includes a Share Use Path, 2 SB through lanes and crosswalks at the intersection.

From: 0.025 Miles S. Rte. 53

To: 0.10 Miles N. Rte. 53

Locality Project Manager Contact info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841

Department Project Manager Contact Info: Hal Jones Harold.jones@vdot.virginia.gov 434-422-9378

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	\$1,406,345
Right of Way & Utilities	\$1,449,505
Construction	\$6,680,408
Total Estimated Cost	\$9,536,258

Project Cost

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$1,406,345	SmartScale (DGP)	0%	\$0
Total PE	\$1,406,345			\$0
Right of Way & Utilities	\$1,449,505	SmartScale (DGP)	0%	\$0
Total RW	\$1,449,505			\$0
Construction	\$999,999	Local Funds	100%	\$999,999
	\$6,680,409	SmartScale (DGP)	0%	\$0
Total CN				\$999,999
Total Estimated Cost	\$9,536,258			\$999,999

Total Maximum Reimbursement / Payment by Locality to VDOT

\$999,999

Project Financing

SmartScale (DGP)	Local Funds			Aggregate Allocations
\$8,536,259	\$999,999			\$9,536,258

Payment Schedule

FY23			
\$999,999			

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$8,536,259.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guide for Implementation of the SMART SCALE Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- This project shall be initiated and at least a portion of the project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or Metropolitan Planning Organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the project.
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- Prior to Construction Start the LOCALITY shall make one lump sum payment in the amount of \$999,999 to VDOT no later than 30 days after receipt of VDOT's Invoice

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Jeffrey B. Richardson

Digitally signed by Jeffrey B. Richardson
Date: 2022.03.08 12:29:55 -05'00'

LPA Digital Signature - Authorized Locality Official

Banks Gregory

Digitally signed by Banks Gregory uos15545
Date: 2022.03.09 11:07:31 -05'00'

VDOT District - Authorized Digital Signature

Revised: February 1, 2019

Item No. 8.5 SE202100044 Belvedere Special Exception - Variation to Belvedere Code of Development (ZMA200400007).

The Executive Summary forwarded to the Board states that the applicant requests a special exception for a variation to the Belvedere Code of Development (COD) approved with ZMA200400007. The specific request is summarized below:

1. Variation #67 – Modification of Block 10 Open Space Location

Staff analysis of the request is provided as Attachment C.

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

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

RESOLUTION TO APPROVE SE 2021-00044 BELVEDERE
REQUEST FOR VARIATION TO CODE OF DEVELOPMENT (ZMA200400007)

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE 2021-00044

Belvedere Request for Variation to Code of Development application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the factors relevant to the special exceptions in Albemarle County Code §§ 18-8.2(b), 18-8.5.5.3, and 18-33.9, the Albemarle County Board of Supervisors hereby finds that the proposed special exception:

- (1) would be consistent with the goals and objectives of the Comprehensive Plan,
- (2) would not increase the approved development density or intensity of development,
- (3) would not adversely affect the timing and phasing of development of any other development in the zoning district,
- (4) would not require a special use permit, and
- (5) would be in general accord with the purpose and intent of the approved application.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves as a special exception Variation #67 to the Belvedere Code of Development, in general accord with the special exception application submitted by Roudabush, Gale & Assoc., Inc. dated October 21, 2021.

Item No. 8.6 SE202100047 Old Trail Block 33 - Minimum Lot Size.

The Executive Summary forwarded to the Board states that The Applicant requests a special exception to vary the Code of Development approved in conjunction with ZMA201500001 to reduce the minimum lot size for Block 33 from 8,000 square feet to 4,000 square feet. This special exception is permitted under County Code § 18-8.5.5.3, which permits minor changes to Codes of Development for Neighborhood Model Districts. The Applicant requests the special exception to allow for a variety of housing options while not changing the overall density of the Block or the permitted number of units.

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

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

**RESOLUTION TO APPROVE
SE 2021-00047 OLD TRAIL BLOCK 33 – MINIMUM LOT SIZE**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE 2021-00047 Old Trail Block 33 – Minimum Lot Size application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-8.5.5.3 and 18-33.9, the Albemarle County Board of Supervisors hereby finds that the proposed special exception:

- (1) would be consistent with the goals and objectives of the Comprehensive Plan,
- (2) would not increase the approved development density or intensity of development,
- (3) would not adversely affect the timing and phasing of development of any other development in the zoning district,
- (4) would not require a special use permit, and
- (5) would be in general accord with the purpose and intent of the approved application.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the special exception request to vary the Old Trail Village Code of Development approved in conjunction with ZMA 201500001 to reduce the minimum lot size in Block 33 from 8,000 square feet to 4,000 square feet, in general accord with the special exception application submitted by Williams Mullen dated November 22, 2021.

Item No. 8.7 SE202100048 Wawa - 1215 Seminole Trail.

The Executive Summary forwarded to the Board states that the Applicant requests a special exception to modify County Code § 18-4.12.17, which provides design requirements and minimum improvements for vehicle access aisles. This request is in association with a site development plan under review (SDP202100073) to redevelop the parcel. The Applicant is requesting to increase the grade of the access aisle on Greenbrier Drive from the permitted maximum of 10% up to a maximum of 16% because of existing topography and an existing gas line (Attachment A).

County Code § 18-4.12.2(c)(2) provides that the Board of Supervisors may modify this design requirement only after consultation with the County Engineer, who shall advise the Zoning Administrator whether the proposed waiver or modification would equally or better serve the public health, safety, and welfare. The County Engineer has provided a detailed analysis (Attachment B) recommending approval of this vehicle access aisle modification.

Staff recommends that the Board adopt the attached Resolution (Attachment D).

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

**RESOLUTION TO APPROVE
SE 2021-00048 WAWA - 1215 SEMINOLE TRAIL**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE 2021-00048 Wawa - 1215 Seminole Trail application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-4.12.2(c), 18-4.12.17(a), and 18-33.9, the Albemarle County Board of Supervisors hereby finds that:

- (1) the public health, safety or welfare would be equally or better served by the modification,
- (2) the modification would not otherwise be contrary to the purpose and intent of the Zoning Ordinance;
- (3) no reasonable design alternative would reduce or alleviate the need; and
- (4) the increase in grade would be in the best interest of public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the special exception request to modify the 10% maximum access aisle grade otherwise permitted by County Code § 18-4.12.17(a), in general accord with the special exception application submitted by Kimley Horn dated November 19, 2021.

Item No. 8.8 VDOT Monthly Report (February) 2022, **was received for information.**

Agenda Item No. 9. **Work Session** – Developer Incentives for Affordable Housing.

The Executive Summary forwarded to the Board states that on July 7, 2021 the Board of Supervisors approved Housing Albemarle, the County's new housing policy, with delayed implementation of 1) the increased percentage of affordable housing units in residential developments subject to rezonings or special use permits; 2) the increase in compliance periods for affordable housing units; and 3) the new price levels for both affordable for-sale and affordable for-rent units, until a package of developer incentives to support the construction of affordable housing is approved and implemented.

Staff met with members of the development community four times between June and October 2021 to discuss the components of an incentives package to support the provision of affordable dwelling units, and developers' efforts to meet the County's affordable housing goals as outlined in the new housing policy. Feedback collected during those sessions, as well as research into developer incentive programs implemented in other Virginia localities and in cities throughout the nation, informed the development of a proposal for an Affordable Housing Overlay (Attachment A).

Included in the proposal are four incentives:

1. Bonus densities for affordable housing;
2. Waivers or reductions in development standards;
3. Waivers or reductions in development fees; and
4. Waivers or reductions in parking standards.

Staff is proposing the Affordable Housing Overlay be applied to the County's Development Areas. An Overlay would offer property owners the ability to develop their properties through a 'by-right' administrative process in exchange for providing affordable housing in accordance with the goals outlined in Housing Albemarle, the County's recently adopted housing policy.

The proposed Affordable Housing Overlay was presented to developers during a meeting on December 22, 2021. Meeting participants were generally supportive of the overlay. A copy of the feedback received since the December 22 meeting is found in Attachment B.

Implementation of an Affordable Housing Overlay may impact the Community Development Department's budget. The amount of the impact would depend on the number of developers opting to work under the overlay, and the size of their projects.

Staff recommends that the Board provide direction and feedback on the attached proposal for an Affordable Housing Overlay. If the Board supports creation of an overlay, staff can draft a proposed Resolution of Intent for the Board to consider amending the Albemarle County Zoning Ordinance for an Affordable Housing Overlay and begin work on drafting the proposed Overlay, inclusive of the feedback received during this discussion.

Ms. Pethia said she was there today to present an overview of a potential developer incentive program to support efforts to provide affordable housing. She said the incentives program that was being presented today was in the form of an affordable housing overlay. She said while overlay districts were not a new concept in the County, an overlay to incentivize affordable housing was, so staff thought it was important to bring this to the Board early in the process and go over a broad scope for a potential program to receive their feedback before working their program details.

Ms. Pethia said to start with some background, on July 7, 2021, the Board adopted Housing Albemarle, the County's new housing policy. She said at that time, staff delayed some of the implementation of three strategies as shown on the slide, so a package of developer incentives could be

approved and implemented. She said staff began working on that package shortly after that. She said they engaged with developers, and they had four meetings with developers between June and October of last year. She said during the first two meetings, staff listened to developer concerns and discussed housing policy goals. She said based on that feedback collected during those meetings and research and incentive programs implemented in localities within Virginia and across the country, staff developed a list of potential incentives that could be in a package. She said these were discussed with developers in their two meetings between July and October of last year. She said staff took that feedback and developed a broad outline of an affordable housing overlay district. She said that was shared with developers in a meeting in December of last year.

Ms. Pethia said that the overlay would work to meet the overall housing goal of promoting a full range of housing choice and encouraging the construction and preservation of housing for low- and moderate-income households. She said the overlay was structured as optional, which would be applied to the development areas. She said it would offer a bonus density, reduction in permit fees, and flexibility in design and parking standards. She said more specifically, the overlay would allow parcels to develop to the comprehensive plan maximum density without the need for rezoning. She said it would require a minimum of 20% affordable housing to be provided in those projects, and the units should be priced at the levels recommended in the housing policy. She said that would be in exchange for that higher density. She said the overlay would also offer additional incentives.

Ms. Pethia said that in terms of the bonus density, the overlay would offer up to a 45% increase in the maximum allowable gross residential density allowed under the zoning ordinance and comprehensive plan. She said if there was a disagreement between the maximum density between the zoning ordinance and the comprehensive plan, the comprehensive plan would take precedence. She said the amount of density bonus provided could be on a sliding scale and could be linked to the percentage of affordable units in the project, with higher density bonuses being provided for higher percentages of affordable units. She said the number of affordable units to be required would be calculated prior to applying the density bonus. She said this would provide developers with additional market rate units to help offset the cost of making the affordable units available.

Ms. Pethia said the overlay would also reimburse building permit fees associated with the affordable units. She said these would be reimbursed after certificates of occupancy had been issued and the County verified that the affordable units were occupied by income qualified households. She said the fees would be reimbursed on a sliding scale based on the percentage of affordable housing provided, with higher amounts of building fees being reimbursed for higher percentages of affordable units. She said they also would offer additional rebates and fees on another sliding scale for projects that provided housing at lower affordability levels which was shown on the slide.

Ms. Pethia said an additional incentive would be some flexibility in design standards. She said several of the incentive programs reviewed by staff included this type of flexibility, as well as the requirements shown on the slide. She said locally, staff could identify a number of design standards such as additional building height, reduced setbacks, and others that the developers could choose from. She said it would be similar to an a la carte menu that was predetermined and could applied to a project. She continued that a final incentive that could be included was flexibility on parking standards. She said the County zoning ordinance already included this type of incentive, so this would just be wrapped into the package itself.

Ms. Pethia said that staff received feedback from developers after the December meeting. She said three of those questions were addressed under the overlay itself, which included the density bonus questions, design standards, and parking standards. She said concerns about site constraints to the optimum limit of density that could be achieved on that site could be addressed by basing the affordable unit and density bonus calculations on a site's developable acreage, not just the gross acreage. She said it had not yet been determined how density would be calculated on mixed-use projects, and it would be determined as a draft overlay was developed should the Board wish to move forward with that.

Ms. Pethia said the final bullet on the list was not something discussed directly with developers in meetings but had been something that staff had seen as an issue for multiple years in the County. She said that was that it was very difficult to market the affordable units to income-qualified households. She said that was an important issue. She said it had meant that many of their for-sale units in particular had returned to market rate without being purchased by low-income qualifying households. She said there were several localities in Virginia that had implemented affordable dwelling unit programs, and three of those programs had established waiting lists for their affordable units, which included both affordable units for sale and affordable units for rent. She said these waiting lists helped preserve a ready stream of potential buyers and renters for those units, which the County may consider establishing if this moved forward.

Ms. Pethia said there were alternative options for the affordable housing overlay. She said the staff believed the overlay could be an effective tool to support affordable housing and development with minimal past investment of public dollars, but there were several others to choose from. She said the first was a reimbursement of the residential wastewater and water connection fees. She said this varied by project but based on the FY22 Albemarle County Service Authority budget document, the average per unit cost was approximately \$13,470. She said staff looked at three projects that were approved through the rezonings in 2021. She said those included Premier Circle, RST Residences, and Rio Point. She said those three projects would provide a total of 414 affordable units. She said reimbursing 100% of those tap fees would cost the County approximately \$5.6 million. She said refunding half of those fees would thus be approximately \$2.3 million. She said that could increase depending on how many affordable units

came forward.

Ms. Pethia said there was also an option for real estate tax rebates through public-private partnerships. She said this was already offered by the County through the Project ENABLE grant program that was administered by the Economic Development Office. She said that grant provided a rebate of a percentage of increased real estate property taxes, and projects applying for the grant must meet a "but for" provision, which meant that if it were not for the grant, the project would not be able to move forward. She said the County had two of those partnerships currently for affordable housing, one of which was supporting the Brookdale apartments for an amount of \$1.5 million over 20 years. She said there also was an agreement with the Southwood redevelopment project which provided \$1.4 million in tax rebates over 10 years. She said the longer the grant term was, the lower the per-unit cost. She said for Brookdale, the cost per unit was \$781, and at Southwood the cost per unit was \$1,867.

Ms. Pethia said that staff found one final option, which was the creation and implementation of an affordable dwelling unit program. She said this was a type of inclusionary zoning that must be implemented through a zoning text amendment. She said in other words, this was not a voluntary program and was mandatory. She said it would apply to projects undergoing rezoning or a special use permit approval process. She stated that it would require 20% affordable units to be included in residential projects and could incorporate other incentives into program design. She said that Loudoun County had an example of a successful affordable dwelling unit program.

Ms. Pethia said their program offered a 20% increase in maximum gross density in exchange for 17% of units in the project being affordable. She said they set their affordable unit pricing at 30-70% AMI for their for-sale units and 30-50% AMI for rental units. She said as of December 2021, they had built 2,272 affordable dwelling units for purchase, and 85% of those were bought by income qualified households. She said they had 289 affordable rental units in their program, and those had served more than 2,000 residents throughout the entirety of the program. She said that Loudoun County was a county that had a waiting list for their affordable dwelling units, which helped them place people into the units automatically.

Ms. Pethia said that, should the Board support the development and creation of an affordable housing overlay, the next steps would be that staff would perform a full analysis of program component resource needs for implementation, work with developers to specify the program's components, and schedule a work session with the Board in May to review those. She showed the two questions that staff was interested in receiving feedback on. She said the first was if the Board supported an affordable housing overlay that rebated building permit fees for affordable housing units, and the second question was if the Board supported an affordable housing overlay that offered consideration of some modified development standards.

Ms. LaPisto-Kirtley said her answers to those two questions were that she did not have a problem with them. She said she had a few questions with regard to some other things in the presentation. She said that Ms. Pethia mentioned that Loudoun County had a waiting list for both buyers and renters of affordable housing, and the previous policy that Albemarle's previous policy that was held for over 10 years had only 44 homes sold had a problem with not having a waiting list. She asked if there was a waiting list being developed or would be developed in the future, because it seemed crucial that they had one for renters and owners.

Ms. Pethia said that was something that they would like to establish, however they currently did not have the staff capacity to manage that as well as managing all of the programs. She said it was a matter of how to do that effectively with the resources they had.

Ms. LaPisto-Kirtley said that if they built all these affordable units and did not have a waiting list, they were doomed to fail. She said her other question was about Ms. Pethia's discussion of parking. She said she had brought up the subject of underground parking before, which was allowed. She said she did not want development to move into rural areas and wanted to keep it in the development areas. She said as they moved forward, they should consider underground parking for some of these units so that additional green space could be kept. She said she realized that underground parking was more expensive, but it would be a future tool to keep development in the development areas.

Ms. Price asked if Ms. Pethia had any response to those questions or if she would like to address all the questions after they were asked.

Ms. Pethia said they could go through the questions and come back to her for answers.

Mr. Gallaway said he wanted to stymie that approach. He said this was a question that she probably would want to answer right away. He said he believed it was Supervisor Price who asked some questions beforehand about using Rio Point as an example for densities and such. He said he thought it was important to talk through what Ms. Pethia had explained in the writing, but in addition, the process. He said if the Rio Point overlay were in existence with the current processes for special use and rezonings, in addition to explaining what could have happened to the Rio Point property under these density calculations and overlays in place, he would like her to explain what the Board's role would be in the process, if it had any.

Ms. Pethia said that it would work similarly to how the form-based code was operating. She said there would be an application process. She apologized for not being fully aware of every step of the form-based code approval process, but there would be an application first.

Mr. Gallaway said that they were not fully aware either, because they had never had an application come forward with a form-based code, so all of this was theoretical. He said that he did not know how to analyze the processes of rezonings without the form-based code. He asked what the process was for the Board and Planning Commission.

Ms. Pethia said many of those process checkpoints would happen as the overlay was being developed. She said it was a possibility to identify density levels and development standards the Board was comfortable with and working them into the overlay itself so that there was a checklist, and when a developer applied to develop under the affordable housing overlay, if it met the standards laid out in the overlay, it could move forward without any other type of review. She said if it varied from that, the developer would then have to get additional approval from the Planning Commission and Board.

Mr. Gallaway asked if all the topics that were usually debated while an application was before the Board would be defined beforehand in the overlay so they did not have to have those debates.

Ms. Pethia said that was correct.

Mr. Gallaway asked if something went outside of what was defined in there, there would be a special exception or something to the overlay.

Ms. Pethia said yes, and that it could be worked into the process.

Mr. Gallaway asked, if he understood correctly, that Rio Point could have had 1,300 units allowed with the calculations presented.

Ms. Pethia said that was correct.

Mr. Gallaway said that currently, it was around 380. He said at some point they had to deal with the net density and gross density. He said he understood why she picked the gross density based on looking at other practices. He said as the Supervisor of record for 380 units, if 1,300 or more were going in there, he may have to move out of the state. He asked if how they got between the theory of how it was calculated when there were variances in the actual developable land. He asked how they dealt with an area like Rio Point having such increased density.

Ms. Pethia said that the 45% increase in density was selected based on programs selected in other areas across the country, so that was a number that could be reduced to make people feel more comfortable. She said as she did the calculations, she understood that 1,300 was a large number, so it could definitely be decreased below that 45%. She said that was something she could bring back to the Board. She said looking at the gross density versus net density, one of the ways to deal with that issue was to base those calculations on the land that was available to be developed. She said after the easements were removed, any required land for open space or parks could be removed from the equation because they were provided by the developer in applications anyway. She said the information was there and they could base the density increase on that number as opposed to the entire site.

Mr. Rapp introduced himself as Charles Rapp, Deputy Director of Community Development. He said he was viewing the Rio Point property and wanted to clarify the numbers associated with it. He said 45% of the maximum allowed density was designated in the future land use map as "urban density residential," which was 34 units per acre. He said 45% of that would drop that down to 15 units per acre. He continued that 15 units per acre on the entirety of that site of 25 acres would equal approximately 375 units, which was fairly close what ended up being built at Rio Point. He said the difference was that they did not have the rezoning aspects through proffers.

Mr. Gallaway asked if he misunderstood when he calculated the number for 1,300 units.

Mr. Rapp said he was unsure where he got that number, because when he did the calculation of 25 acres and 15 units per acre was much less, and even with double units per acre maximum it would only be about 700 units.

Ms. Pethia said she was slightly confused by that but ran those numbers by CDD the day before so that was where she got the numbers from.

Mr. Gallaway said that that explanation and what he read were not aligning. He said he would not belabor it right now.

Ms. Pethia said they would redo those numbers and pass them out to the Board.

Mr. Gallaway said the small area plan was a place that they had said was targeted for density and mixed-use development and redevelopment and allowed for height. He said under some of the density numbers that he believed an overlay would help them achieve, that seemed to be a target area for that to occur. He said they also had form-based code built in. He said it seemed that doing an overlay for the entire development area, knowing that there were significant differences depending on which development area was being discussed, that a small area plan such as the Rio 29 one could be a place where if overlays were carved off for affordable housing, in conjunction with the infrastructure and allowances already present in the area, it could be another way to do a pilot for form-based code as they continued to work through the consideration of the entire development area. He said he did not know if

there had been many considerations or conversations about the overlay specific to the small area plan.

Ms. Pethia said they had not yet.

Mr. Gallaway said it had to be calculated in there somehow. He said his point was that it should be a priority, because they had already identified that this was where the most density could go and was in alignment with other parts of the overlay. He said Mr. Williamson's comment about the tax abatement for the performance agreement. He asked if they approved something with the overlay and the incentives in it, if all the incentives were available for the developer to choose from.

Ms. Pethia said yes, that was correct.

Mr. Gallaway said he did not see why they had to limit or define specific incentives to the exclusion of other possible incentives that may make a project work that the Board could consider at any given time. He said regardless of what the County did, he hoped they were saying that the incentives were not definitive, and that there was more flexibility. He said he would have to ponder the fact that they were putting all of the incentives on the table. He said the big concern for the small area plan and the housing was the rental piece moving to 60% AMI. He said to help that pencil a certain way, it would seem that two of those incentives helped to do that, but he was unsure if all of them were necessary to be offered at the same time. He said that could become expensive. He said maybe that should be the case, but since he was unclear about whether it was all or nothing, he would have to ponder that one. He asked if there were incentives in there for meeting old targets. He said he thought he saw something that said if they met at least a 60% rental AMI, there was an incentive, but if 80% was hit, there was a different incentive.

Ms. Pethia said that was based on the new housing policy recommendations. She said the housing policy recommended that rental housing pricing be set at 60% AMI, and for-sale units be set at 80% AMI. She said then there would be an additional higher percentage of building permit rebates if they went below 60% AMI for rental housing and below 80% AMI for-sale housing.

Mr. Gallaway said he misunderstood that when he first saw it. He said he would end his comments for now to allow the other Board members a chance to speak. He said in regard to her specific questions, he was not opposed to anything at this point. He said he wanted everything to be on the table to be discussed and considered, so he would not be opposed to any thoughts or ideas at this time.

Mr. Andrews said he shared a lot of Mr. Gallaway's concerns about the sample with Rio, and he did not understand where they got to in that discussion. He said he would not belabor that at this time. He said that there seemed to be a discussion about how this compared to a form-based code, which he felt were very different. He said form-based code could look at an area very carefully where the code was applied and know in advance what was going to be accomplished, whereas this overlay was opening it up to different routes being taken when affordable housing was involved in a proposed plan. He said he applauded that they were trying to help find affordable housing. He said until he got clarity on how much affordable housing would be involved in this, he felt like Albemarle County was unique in that to go with gross numbers was doing a disservice to the terrain and nature of the land that needed to be considered, and site development and acreage in order to make sense of how much housing could be developed.

Mr. Andrews said he would advocate to look very hard at sliding scales for a lot of these. He said he thought that perhaps the fees involved could be more graded with more options depending upon what the amount of affordable housing was. He said he was open to the ideas there and open to considerations of some adjustment of standards, but it was something that still troubled him. He said Supervisor Gallaway was approaching the subject that they now had a process by which a developer's proposal was looked at by perhaps a CAC and had an open hearing about it at Planning Commission and then it came before the Board, which was an expensive and time-consuming process, but at the same time, it meant that when they were looking at what they were going to compromise on, they had some clear notion, and the neighbors had some clear notion, of what was being put in. He said it would take a lot of thought to think about what was on the table and what was not.

Mr. Andrews said he did not have a definite problem with some of it, and parking for example could probably work. He said there were obligations that would come with that in terms of transportation, but he thought it was something that could be considered. He said there had been a lot of discussion about having looked at a lot of different jurisdictions, but he would be interested in hearing about not only what they were doing, but how successful they were at what they were doing, so Loudoun County's program had some history to it and looked like it was having some success. He said those were programs they should try to emulate if possible if it worked for their own circumstances.

Ms. McKeel thanked everyone who sent in questions and those who helped answer those questions. She said she agreed that they had to figure out what Mr. Gallaway had mentioned, because she also was confused about that. She said she appreciated all of the work that had gone into this, and all of the meetings with the developers along the way. She said while she agreed with Mr. Andrews' comment that they needed to look at other communities, there was no reason to reinvent the wheel. She asked if Ms. Pethia ever looked at another community without looking at the successes they had.

Ms. Pethia said she did look to see how successful they were. She said in looking at Virginia localities that had affordable dwelling unit programs, they knew that Charlottesville had one for a number of years, but they were looking to change theirs. She said theirs had not been as successful as they had hoped it would be, so there were lessons to be learned from that program. She said Loudoun County's

program was one that she found to be successful as well as easy to implement and understand. She said Fairfax County had a fairly robust affordable dwelling unit program that had a great deal of success and had been in place since 1971. She believed Fairfax County was more complicated, so she shied away from that. She said she would be very happy to pull together information about those types of programs in Virginia if that would be helpful.

Ms. McKeel said Ms. Pethia had referenced them in the report, but there was not much information about the successes. She said perhaps in the future it would be good to mention that these concepts were based on these successes as a baseline. She said in response to her two questions, her answer was yes for the most part. She said she liked a lot of what Ms. LaPisto-Kirtley discussed about forming a waiting list, and while she understood the challenges of the details, it would be a critical piece to make the program work, so it was worth the effort, even if there was a budgetary implication to it. She asked if the bonus density units were all listed at market-rate.

Ms. Pethia said that was correct, and that was so that the income received through the sale or rental of those could help offset the cost of developing the affordable units.

Ms. McKeel asked if the bonus units were on top of the affordable units if thought about that way.

Ms. Pethia said that was correct.

Ms. McKeel said that form-based code was referenced a lot, and she was trying to figure out how these two concepts married, but it may be a discussion for another day.

Ms. Pethia said she would have to look into how exactly those two worked together.

Ms. McKeel said it seemed a few other people had questions about form-based code as well.

Mr. Gallaway said that he recalled Ms. Pethia brought up form-based code meaning that process wise, the housing overlay would work the same way that if someone came in under their form-based code for development in the form-based code. He said if they came to the small area plan of Rio 29, and a project was brought forward that met the parameters of what was defined in the form-based code, it would go through. He said it was like picking out development by a catalogue to get a more expedient process done. He said in similar fashion, the affordable housing overlay would do the exact same thing; if the parameters were met for that overlay, then the process would be expedited and move forward.

Ms. McKeel asked Ms. Pethia if Mr. Gallaway was correct.

Ms. Pethia said that was correct, and ideally is how this would work.

Ms. McKeel said they were not actually intertwining at all.

Mr. Walker said that staff thought this would be a good illustration since they just went through the process of how the overlay worked. He said it was not necessarily an attempt to try and connect them, and he apologized for any confusion.

Ms. McKeel thanked him. She said she knew they already had more parking required now than they oftentimes actually did. She said their options were interesting about the daily cycles of parking, and while she thought it may be challenging, she was interested in that. She said Ms. LaPisto-Kirtley's idea of underground was very expensive in their area because there was so much rock. She asked if Mr. Andrews had something to say.

Ms. Price asked for Ms. Mallek to be given a chance to speak.

Ms. Mallek said that for her, this was the first day of a much longer conversation because more details were required. She said uncertainty raised great concern. She said in the beginning of the presentation, Ms. Pethia mentioned the preservation of housing as the purpose of this, and she would like more clarity on how preservation of existing working-class neighborhoods was the highest risk to loss, and there were thousands of them in the County. She asked if they were speaking about taking existing houses into consideration, or if they were talking about numbers overall that would likely put all those lower value places at risk of demolition.

Ms. Pethia said that initial goal was the housing goal that was put into the housing plan and the housing policy, so this was to help fulfill a part of that goal, which would leave the preservation part out, as it was strictly for new housing at the moment. She said they would have to research how to use the overlay to preserve housing, but she believed working through their partnership with AHIP has been vital to preserving that type of housing that Ms. Mallek was speaking of, and she did not see that changing.

Ms. Mallek said that was a good step. She said it seemed they were looking at a transfer in the process change from a process where there was transparency all the way along to a process where information was provided to staff, staff had a checklist, and they decided without any other public process what was going to be allowed. She said getting from where they were today to that point was where there would be a lot of details discussed. She said they had made the mistake in the past of putting staff in the position of making policy, and that was not fair for them to have to do, and it was risky that they would be accused of something. She said it was much more important for the Board to be in the process in order to take the heat if a decision was made and challenge it, debate it, or defend it. She said it was unfair to put

that on staff people who were trying to implement something when there was lack of clarity in the way the checklist would be interpreted. She said when she heard things like “a la carte menu for people to choose from,” she would like to learn more. She said this was one example of how the individual topography and size and capability of an individual property was absolutely the core element to whether they succeeded or not.

Ms. Mallek said she was very concerned about an overlay that applied to every piece of dirt, because there was a great difference between the capability of one lot versus another to actually accomplish something and have a product where people would want to live. She said she was concerned that on one end of this proposal was a future with substandard, crowded places with no recreational spaces, which was the worst outcome, because it was forcing lower-income people to live with standards radically different from what other people had. She said she would do anything to prevent that loss of accountability and process. She said their residents who lived in these places would pay the cost for it.

Ms. Mallek said regarding the ACSA fees, the Service Authority had built its budget upon the users who were benefiting from the expansion of service who paid the cost, and that was why there was a tap fee. She said if the Board were in the thought of offsetting some of that cost for affordable units, the Board would have to come up with the money. She said it was not fair to dump that allocation on the current water users, and it took 25 or 30 years to get to the level of fairness that they were at now. She said keeping the ratepayers in mind, this was important for future discussion.

Ms. Mallek said regarding the rebate, she was very supportive of what they accomplished at Brookdale, because until that application was submitted, they had zero 60% AMI housing. She said with that one project, they added 96 units and because it had that public process that happened through the EDA and the Board, she believed it would be successful. She said it also had requirements and service standards that were individually detailed for that process, which was very important. She said the staff demand ten years ago was that they could not manage the voucher list, so that was dropped. She said she fought unsuccessfully about that, because they could not expect people that had no place to live to somehow keep managing to keep themselves on an ever-changing list. She said she understood the staff requirement that would be needed, but without a functioning list, the entire program was doomed, so she put that as a very high priority to be completed.

Ms. Mallek said there were two sides to the question of parking. She said when the downtown Crozet district was developed, they reduced the parking requirements by about 90%, and it had created a disaster, because the reduction was based upon the plans other communities had where the communities did some sort of public-private partnership infrastructure parking. She said that never happened, so now there were people fighting for spaces. She said she wanted everyone to be aware of how they changed things, because not everyone would be able to rely on mass transit for everything. She said she thought it was important that if they went forward with this change that it be based upon net density, because it was the way to reduce or eliminate the concern that she just raised about the lots that were not appropriate for the application. She said when she saw a plan that said that any lot that came in, if they claimed they were going to do certain things, would get all sorts of changes. She said it was of great concern that it was also based on gross acreage. She said if they were going to be predetermining what the site minimums were, and removing all those non-usable things at the beginning was probably the simplest way. She said there may be some small cottage colony that would be perfect for a two- or three-acre site such as Bamboo Grove. She said there was a reason why there was a larger acreage with the old minimum for mixed-use buildings, so that there would be space to accomplish what the goal was.

Ms. Mallek said she read very carefully about the Rio Point numbers, and the explanation she heard made her even more confused because they had so many by-right numbers under the comprehensive plan, and the proposal was that they would get 45% more based upon 34 units per acre, which was why she asked if her math was wrong. She said the way it was described the first time made perfect sense with what they were told to understand, and that Mr. Gallaway was correct that 1,400 units would be something completely different in character to what they had so far. She said she would like more information on the additional units and the sliding scale. She said “one size fits all” was a problem for them going forward because it was not simple for staff or for the Board. She said her understanding of the current proposal was that the BOS would not be included in applications and only staff would be. She said that was where the checklist and deliberation for the next year or so would be incredibly important. She said this would be an incredible leap of faith for their citizens, because they had been working toward more participation, inclusion and transparency, and this was a completely different approach. She said she would be interested to hear their responses. She said she looked forward to more details in the future.

Ms. Price asked if the Supervisors had any other comments at the moment.

Ms. LaPisto-Kirtley said she had a question but offered that Ms. Price could share her remarks if she wanted to.

Ms. Price asked her to go ahead.

Ms. LaPisto-Kirtley said that about Mr. Gallaway’s question regarding Rio Point, if even only 1,000 units were on that property, it would necessitate smaller units or higher units. She asked if that was correct.

Ms. Pethia said that was correct.

Ms. LaPisto-Kirtley said her other question was that she did not understand Ms. Mallek mentioning that she did not want this to apply to a smaller lot, but she did not understand why it would impact a small parcel unless she was talking about a large home on a small piece of property.

Ms. Mallek said that she was speaking about the fact that a lot to be developed under this new plan would need to have sufficient acreage to do that job, and there may be some very small pieces of property that could be done the old-fashioned way but would not be appropriate with their various site efficiencies and other things, so that was why the "one size fits all" was of concern to her.

Ms. Price said that form-based code may be good for comparison, but it was limited to a specific area within a single development area, whereas what they were discussing currently was a housing overlay that would apply throughout all of the development areas. She said that raised some great concerns in her mind when moving from an open-ended "shall" as opposed to the Board having to review these applications. She said she would submit that perhaps more in line with what they were doing with their homestays was having all of them come before the Board, where over time they had been able to evaluate them, and the 125-foot setback went more towards the consent agenda. She said she was very concerned right now about a grant of a "shall" without Board oversight with something as major as this.

Ms. Price said having said that, she was supportive of an affordable housing overlay as well as both of the two questions, which she was open to. She said for their community, it was important to realize that with their plan, a 5% development area and 95% non-development area, there would come a time when their population numbers increased and population numbers increased, and they were already at that point, where they would have to fill in more, build higher, or expand the development area.

Ms. Price said it was important for community members to understand that they had to look for different ways to achieve all of their different objectives, which included limiting the amount of the development area. She said she was also confused as some of the other supervisors were as to what the count would have been at Rio Point. She said she believed they had largely spoken in favor of applying net density rather than gross density in most of their calculations, so she would continue to push more towards that. She said with regard to parking, she appreciated that in their area, underground parking was very expensive, and not quite as expensive as ground-level parking would be with the building built on top of it, although she recognized that may increase construction costs as well, as the construction would rely less on wood and more on steel and concrete.

Ms. Price said she was very concerned about reducing the parking, because they did not have a comprehensive transportation system that could get everyone throughout the community where they needed to go, and she knew many people in her district where people lived in multi-family apartment complexes where parking was already a problem. She said anything they did that made that more complicated for them ultimately would lead to unnecessary frustration and anger, so she was concerned about actions that would make parking in these multi-family areas or high-density areas even more complex.

Ms. Price said she thoroughly agreed with the comments made by the other Supervisors in terms of ensuring they had green spaces because they knew of the failures of the densely populated urban renewal in years past. She said she was in favor of the project, and very much supported a graduated scale of benefits, and with regard to the ACSA hookups, perhaps they were not able to afford the full amount, but a partial amount instead. She said in that regard, affordable housing was not only new housing, but it was also existing housing, and they knew particularly in the Jack Jouett, there should be a way to come up with those residents that were not hooked up to water and sewer to have an opportunity to do that through the affordable housing plan.

Mr. Andrews said as they looked at a menu, he asked if it defeated the purpose to design it so that certain things could be chosen and not require additional review, but still have the expectation that there were other things that were open under the special use permit process that would take people right back to where they were now and would be there if there was some way in which the development could work, but it needed their approval. He said they did not have to go to the extreme where they were not reviewing anything.

Mr. Gallaway asked Mr. Kamptner if they did not have an overlay and they wanted to provide incentive to help stimulate affordable housing, what other mechanisms were there. He asked if an application came in front if they were limited to something like the economic development like they had done with Southwood. He asked how they would go about the process of advertising to developers, if they were allowed, that they were interested in providing some incentives for affordable housing. He asked what the logistics would be.

Mr. Kamptner said with Southwood as an example, they separated the two processes. He said one was the development of the performance agreement, and the other was the rezoning process, which was up to the Board to decide as well. He said that applicant did not have that absolute certainty that the rezoning that got the density that made the performance agreement viable, and it was not in the rezoning process. He said some basic elements of incentives for zoning could just be put into the ordinance, and they had that forever. He said it was not heavily used, but a more dynamic approach similar to what they had discussed today, and being open to new ideas that came from the development community gave them more opportunities to address this issue.

Mr. Gallaway said even if everyone today wanted to do this, the timing and how long it would take was of great concern to him. He said they were having applications come through on big pieces of

property that were still targeting the old policy and not the new. He said they should be aspiring to the new policy now because they were not going to go back to the new policy and ask again. He said whatever they did, they needed to be flexible enough to help this along, and he was very concerned about this incentive conversation taking until February, but with the timeline provided, it would be past the one-year anniversary of when they voted on Housing Albemarle. He said in the meantime, he would like for developers to come forward and say that they wanted to aspire to the program but wanted to have the conversation about incentive help. He said he did not want their overlay or plan to include any waiting because they were losing the opportunity of getting affordable units into these rezonings. He said that was a huge concern of his and while it did not need to be addressed right now, he wanted to voice it.

Mr. Gallaway said if they wanted an overlay, targeting pilot areas like they did with the small area plan may be a way to get there, and then the Board could decide if they had places where the infrastructure was in place and the density could be supported so that concerns were lower than in another part of the development area. He said that may be a way to get it done faster than lay it over the entire development area. He said that Supervisor Mallek's point was spot-on about these properties in the development areas. He said he would ask the staff to do the following: the case study at Rio Point needed to be fleshed out so that it was understood by all, and other development applications for projects such as RST and Breezy Hill and put them into a written case study so the Board can see if an overlay existed with the current proposed incentives and those applications moved through to see what would have happened. He said it would be helpful to him to understand the process and also the impacts that could have occurred with those three examples. He said he hoped it could come to them sooner rather than later, but with reasonable time to make those case studies worthwhile.

Mr. Gallaway said the Rio North CAC just had a presentation from the UVA Foundation's redevelopment, and they were not targeting this new housing policy, and he would have more to say about that at later dates. He said that was a target area for affordable housing and it should be aspiring to more than what was presented in that particular meeting, and if their incentive program needed to help them get there, then they needed something at their disposal now to help that along.

Ms. Price asked Ms. Pethia if they had been able to address the questions and give guidance.

Ms. Pethia said yes.

Ms. Mallek asked if there was sufficient feedback on the breadth of the waivers being offered for the site development side.

Ms. Pethia said this was all very helpful and gave good direction for them to work with. She said they would first start with some case studies and get those back to the Board as soon as she could.

Agenda Item No. 10. **Work Session** – Tax Exemption and Relief Programs.

The Executive Summary forwarded to the Board states that in accordance with the budget development schedule, the Board of Supervisors holds a series of work sessions in the fall and early winter to review long-range financial planning information prior to the annual budget process.

During the December 15 work session, the Board of Supervisors reviewed and discussed opportunities to diversify the County's tax base and expand tax exemption/relief programs. Further information regarding the tax exemption/relief programs was requested by the Board.

During the February 16 work session, the Board of Supervisors will receive and discuss information on current real estate and personal property tax relief/exemption programs, as well as the opportunity to add new programs or modify existing programs. The County has authority, under State Code, to modify the current tax relief/exemption program offerings and as such, staff will provide programmatic details on implementing a Surviving Spouses of Persons Killed in the Line of Duty real estate tax exemption program. Further, staff will review opportunities to expand the real estate tax relief for the elderly and disabled by increasing the income and financial net worth limits. Staff will also present, for Board discussion, an extension of the tax relief for the elderly and disabled program to include personal property.

Expanding tax relief/exemption programs would affect the budget as these programs lower the amount of collectable revenue, as well as increase program-related expenditures.

Staff recommends that the Board of Supervisors discuss tax exemption and relief programs and provide direction to staff that will inform program development and the upcoming budget process.

Ms. Birch introduced herself as Nelsie Birch, the County CFO. She said she would begin the presentation and then let Jacob Sumner, the Assistant CFO for Policy and Partnerships continue it. She said as they may recall, at the Board's request last December, they had brought forward their current tax exemption and relief programs that were offered by the County. She said they specifically described those that were available to them as granted through the State and providing that authority to them. She said the Board asked at that moment for additional analysis, and today, the Department of Finance and Budget team would be going through this, led by Jacob Sumner. She said the team was comprised of herself, Mr. Sumner, Jian Lin, Chief of Revenue Administration, and Peter Lynch, County Assessor.

Ms. Birch said as they went through the current tax exemption programs offered were notated by the color blue, and the new local options would be shown in green, and the staff had shown some of those options at the end of the presentation. She said the options they were discussing today with the Board included a real estate exemption for surviving spouses for persons killed in the line of duty for State and local officials, which did not apply to military. She said there were options to modify their current real estate tax relief program for elderly and disabled people, which they would go through. She said there was an option to provide an alternative tax rate on the personal property tax side for elderly and disabled people, which was a relief option not currently provided on personal property. She said the fourth was BPOL, which was the business, professional, and occupational license, and they would discuss with the Board the Board's authority over that license fee and what changes or modifications could be made if the Board so chose. She said they would leave it up for Board discussion.

Mr. Sumner introduced himself as Jacob Sumner, the Assistant CFO for Policy and Partnerships. He said the slide was color coded in blue for their current real estate, personal property, tax exemption, and tax relief programs currently available to their residents. He said he would start with the real estate tax relief for the elderly and disabled. He said for this program, the applicant must be 65 years old or was totally and permanently disabled and must be the title holder of the property. He said the property they were seeking the tax relief for may not be used for a business. He said there were some criteria to qualify for these programs based on total income, personal income, and total net worth. He said the guidelines for this were a maximum for the net income level of \$69,452 and that net worth shall not exceed \$200,000.

Mr. Sumner said that was a local option provided by State Code, and they would discuss opportunity for potential modifications later on, but this was the current program. He said the table at the bottom of the slide was their current tiering structure for how the relief was administered for those that qualified across the income and net worth thresholds, going all the way from 100% relief to 20% relief. He said for reference, in the calendar year 2021, \$1.2 million of relief was provided as a part of this program.

Mr. Sumner said the second program he would detail today was the disabled veterans' real estate tax exemption program. He said for this program, the applicant must own real property for which the exemption was sought, and it must be occupied as their principal residence. He said the surviving spouse of a disabled veteran also qualified for this exemption. He said as part of the application process, they were asking the applicant to provide certain documentation and to complete an affidavit certifying their eligibility. He said this program was prescribed and required to be offered per State Code. He said the amounts for the exemption included a full exemption of the home and any supporting structures, plus an additional ten acres. He said any ten acres beyond those initial ten were not eligible under this program. He said for perspective, in the calendar year 2021, they had 162 exempt properties under this category, and that yielded about \$580,000 exempted for real estate taxes.

Mr. Sumner said the third program they offered was the surviving spouses for members of armed forces killed in action real estate tax exemption. He said this was prescribed by State Code and was required to be offered by State Code. He said like the other opportunities, the applicant must own real property to get the exemption and occupy it as their principal residence. He said the surviving spouse should qualify as long as they did not remarry. He said the exemption amount was slightly different than the other programs. He said for this one, the full exemption was up to the average assessed value of a single-family residence, and if that value of the home were more than the average, only the amount in the excess of that average would be subject to real property taxes. He said currently in the County there were no participants in that program.

Mr. Sumner said that there was a disabled veterans' personal property tax exemption. He said the applicant for this program must have a service-connected, permanent and total disability. He said this exemption applied to the applicant's personal vehicle, but leased vehicles and business vehicles did not apply. He said this program was also required by State Code, and for reference, there were about 169 exempt vehicles under this program in 2021. He said the State Code said the exemption was for one vehicle, so if an applicant had multiple vehicles, it could only be applied to one.

Mr. Sumner said the final current program he would go over was the personal property tax relief program. He said this program was also required by State Code and was administered very closely with the State. He said under this program, all individuals in the County automatically received personal property tax relief for up to \$20,000 personal property tax value. He said the percentage of the tax discount was calculated on an annual basis and was based on the values on the vehicles registered in the County in relation to the amount that they received by the State to offset the tax. He noted that for any vehicle that was assessed at less than \$1,000, there was 100% relief for that. He said the discount was automatically applied into personal property bills, so their citizens did not have to do anything from an application standpoint. He said for reference, the 2021 personal property tax rate was 45% and from a dollar standpoint, they received about \$14.9 million annually from the State to help offset the program. He said that was a quick review of the programs the County currently offered, and they would now transition to some options that the Board could consider and were available should the Board want to pursue them.

Mr. Sumner said the first option for consideration was for surviving spouses of persons killed in the line of duty for State and local officials. He said the applicant for this real estate program must be the surviving spouse of certain persons killed in the line of duty. He said that was defined as someone who was a Virginia Retirement Systems beneficiary. He said this could be a police officer, local law enforcement officer, sheriff, correctional officer, emergency medical services, and other public safety officials were eligible VRS beneficiaries. He said under this program, the applicant must own the property for which the tax exemption was sought, and the property must be the surviving spouse's principal

residence. He said the surviving spouse would be eligible so long as they did not remarry.

Mr. Sumner said unlike some of the other options mentioned, this one was a local option, so State Code gave the localities authority to implement this program, but it took action at the local level. He said under this program, the amount of the full exemption was up to the average assessed value of a single-family residence, and similar to the other programs, any value above that average assessed value would be subject to real property taxes. He said they did their best guess and estimated what the magnitude that this program would entail, and he said they estimated now that there would be about 15 eligible properties for this program. He said based on the 2021 values for assessed single-family residences, the tax relief provided by this program would be about \$45,000 to \$55,000 in tax relief. He said from administration standpoints and implementation standpoints, they felt that there would be minimal cost in implementing this program, although it would require some system updates.

Mr. Sumner said the second option for the Board to consider was a modification to the current real estate tax relief for the elderly and disabled program. He said the blue chart on the slide showed the current structure for the program. He said State Code gave the option to define the metrics on income in the financial network, so that was where localities had the decision to make the authority and could modify this program should they choose. He said the green table on the slide was an alternative to the current program. He said this modification to the current program would increase relief for those with lower asset values. He said it could be seen on the income threshold side, they were looking to increase the income threshold to match the AMI, which was \$75,100. He said that would increase those that would be eligible from an income standpoint. He said they were simplifying the percentage brackets, going from a nine-tiered structure to only three. He said hopefully it would be easier to communicate and to implement.

Mr. Sumner said from an analysis on the financial side, increasing the income level and expanding the asset threshold to be \$200,000 across all income tiers would increase approximately \$100,000 of tax relief to their citizens. He said from an administration side, there was some minimal cost that would be associated with this, mainly on the systems side. He said again that this was a program that was currently underway, but it may take some modification to consolidate some of the asset structures and income thresholds.

Mr. Sumner displayed a table of other localities and their current tax relief for the elderly and disabled programs. He said he highlighted at the bottom of the chart where the County landed in regard to their current program, as well as the alternative, should the Board decide to pursue the alternate tiering structure. He said the County was approximately in the middle of relief provided among the localities according to the chart shown.

Mr. Sumner said a third option for the Board to consider was an alternative personal property tax rate for the elderly and disabled. He said State Code gave localities the option to offer an alternative and personal property tax rate. He said it was not necessarily defined as a program, but in addition to the regular rate, an alternative rate in addition for those that qualified under this section. He said the applicant for this alternative rate would need to be 65 years old or totally and permanently disabled and meet the income and financial net worth thresholds. He said the total net income must be less than \$30,000, and net worth could not exceed \$75,000. He said the caps and thresholds were prescribed in the State Code, and unlike some of the other programs, there were maximums for this rate.

Mr. Sumner said staff found that approximately 500 vehicles would be eligible for this program, and assuming zero dollars was the percent taxed rate, which would be at the maximum, they estimated it would be a little over \$56,000 in tax relief. He said this program did require an application process, so there would be additional applications that needed review and additional processing time to accommodate those additional applications, and this would require some additional considerations regarding system updates. He said also, because of the timing, and when these applications were due, it would create a workload challenge that staff would have to work through in terms of processing the application.

Mr. Sumner said that the final option for consideration today was regarding the BPOL fee structure. He said the business, professional, and occupational license fee structure was based upon two metrics, which were business gross receipts and set classification rates. He said as the Board was considering different options, and as they discussed tax relief and tax exemption, this was one that affected the business community, although there were other options for them to engage with the business community outside of the fee structure that was presented, but for full transparency, as part of their work session today, this was another option the Board could consider.

Mr. Sumner said that because it was a work session, staff was seeking feedback and direction from the Board. He said the question for the Board today was if the Board was interested in implementing any of these potential tax relief or tax exemption programs. He said from a staff perspective, they were seeking the Board's direction for the first two, which was exemption for surviving spouses of persons killed in the line of duty, and the modification for real estate tax relief for the elderly and disabled.

Mr. Gallaway asked if the costs for the tax relief programs for the elderly and the disabled would be apportioned before the 60/40 split.

Ms. Birch responded that Mr. Gallaway was correct.

Mr. Gallaway noted one of the income brackets thresholds had been adjusted from \$69,452 to \$75,100. He asked if staff had considered changing the threshold ranges for the other two income brackets.

Mr. Sumner explained staff wanted to change the income thresholds to tie the figures into the housing metrics. He said tying the tax program to the housing metric would enable the program to grow overtime.

Mr. Gallaway asked if staff had considered ways to offset the increased administrative costs from the programs. He noted staff members could be reassigned to different positions, and business efficiency practices could be used to reduce the administrative burden.

Ms. Birch said staff had internal conversations regarding ways to reduce administrative costs. She said efficiencies could be gained through online customer service portals. She noted a challenge to online systems was the need for document validation, which took human interaction to determine the information was correct. She said the new tax program for personal property would have more participants than the real estate program. She explained the information had to be verified and validated, and the staff did not have a system to automatically perform the validations.

Ms. Birch said the staff constantly looked at the technologies and innovations available to local governments. She said staff examined how to improve the core systems modernization and the business process optimizations.

Mr. Gallaway wanted to know if the Board was asked to vote on the fee structure or if there were other changes to be considered.

Ms. Birch said the staff was not ready to recommend a Board decision on the BPOL fee structure. She explained the costs could be hefty, and a discussion about business licenses and structures was required as the County moved forward with its strategic planning efforts. She said the staff wanted to inform the Board of its authority regarding the fees. She explained the Board had the authority to set the threshold rates for gross receipts to whatever rate it desired. She said there was an associated cost with rate changes. She noted the Board also had the authority to set the classification rates. She said the enabling authority could change due to bills working through the General Assembly.

Mr. Gallaway said he was supportive of staff's recommendation to the real estate exemption and modification as presented.

Mr. Andrews said he was supportive of the recommendations. He said he shared Mr. Gallaway's concern. He said inflation should be reflected in the personal property and real estate tax relief programs.

Ms. McKeel said she supported the staff recommendations. She said she would like to return to a discussion about BPOL. She noted BPOL had been a topic of discussion for many years. She said she wanted to know if there was an expected date for the systems updates to take effect; would they occur before the upcoming budget session.

Ms. Birch said the County Executives budget would be released the following week. She explained the budget would address how the funding and systems updates were planned. She said more information was coming with the budget update and there would be further discussion before the Board.

Ms. Mallek said she supported the staff recommendations. She asked for clarification on whether spouses of volunteer firefighters killed in the line of duty who had reached eligibility through the State were included in the programs.

Mr. Sumner said the volunteer fire companies were covered as part of the VRS-eligible beneficiaries.

Ms. Mallek noted one of the biggest problems over the years was getting eligible people to apply. She said she carried the application forms with her in her car. She said people were reluctant to share their information, but the human validation gave citizens comfort that they could participate. She asked if it was possible to have the validation information be part of the application for the personal property tax relief program. She wanted to know if there was State information a vehicle owner could access to relieve the County staff of work.

Ms. Price said she supported the staff recommendations. She noted the Board did not have the legal authority to provide rental relief to tenants. She asked that the Board seek the authority to provide tax relief to tenants as part of the next year's legislative agenda. She said housing prices had increased and people were forced to rent, so there should be comparable relief provided to tenants.

Ms. Price noted the language regarding benefits for the surviving spouse of disabled veterans denied the benefit if the surviving spouse remarried. She said she understood the reason; the benefit was intended for families who needed support because they had lost the main wage earner. She said she was against an absolute ban on remarriage. She said the law as-is would force older people into a life alone. She noted cohabitating people did not have rights to make healthcare decisions for each other.

Ms. Price explained in the military, there was a survivor benefit program where a retired service member could buy insurance for their surviving spouse so the spouse would receive up to 55% of the service member's retirement income. She said the surviving spouse could not remarry or they would lose the benefit unless they remarried after age 55. She asked that the County add similar language to the surviving spouse benefit. She suggested adding an age limit of 65; that the applicant and spouse must

each be 65. She said if State law did not allow the County to add such language, she wanted to add the item to the legislative agenda to seek the authority to do so.

Ms. Price said the tax relief for real estate should only cover the average cost of residence in the County. She said she had a problem with an unlimited benefit based on the value of the house. She said seniors could have expensive properties that would receive a benefit beyond what the County should provide. She said the County should provide affordable housing, not a specific kind of housing. She encouraged that the average house value be added as a limitation for each program.

Ms. Price said she had an issue with the exclusion of leased vehicles from the personal property tax program. She said leasing a vehicle was comparable to renting housing. She said the County should look to have comparable benefits for those who leased vehicles to those who owned. She added that if State law prevented the County from providing such benefits, it should seek to gain the authority from the General Assembly.

Ms. Price agreed with Mr. Gallaway that the income thresholds should be increased to \$0 - \$35K, \$35K - \$55K, and \$55K - \$75K so that the benefit was spread through all the categories. She supported the Board having a discussion to modify the BPOL tax. She said the Board should examine gross receipts and net income because not all businesses had equivalent overhead expenses.

Ms. Mallek wanted to know if there was a State option for tax relief for tenants. She asked whether a landlord who received tax relief was required to pass the relief on to the tenants.

Ms. Price said her idea regarding tenant tax relief could be a rebate to simplify the process. She said for example, if there was a tenant in an apartment complex who qualified for tax relief if they were to own the property instead of rent it, then there would be a rebate. She said the County did not have the authority to give such benefits. She said there was a problem in the County of only providing benefits to property owners in an era where people were forced into tenancy.

Ms. Mallek said the tax increases to cover the programs would create more people who would be impacted by the programs. She said there could be other ways to fund the programs, such as through economic development, to avoid increases to taxes.

Ms. LaPisto-Kirtley said she was concerned landlords would receive the relief and increase rental prices without passing the benefit along to the tenant. She said she was concerned about unintended consequences. She said the personal property tax program was being addressed at a later point because of staff limitations, and she wanted to revisit the inclusion of leased vehicles in the program.

Mr. Gallaway explained that for leased vehicles, the sales tax on the full price of the vehicle was due at the time of lease signing, and the property tax was billed to the owner of the vehicle who would typically charge the cost to the leaser. He said more people would lease their vehicles if it was a way to avoid the personal property tax. He said leasing a vehicle was not a way to avoid the tax burden.

Ms. Birch said the housing programming would be discussed in more detail with the Board during the budget work sessions. She reiterated that the Board was interested in modifying the thresholds of the lower income brackets for the real estate tax exemption program for elderly and disabled people. She said staff would run an analysis to determine the impact that changing the thresholds would have on the budget. She explained staff needed to tie the thresholds to a metric so they would grow proportionally. She noted that Ms. Price had asked whether other tax exemption programs could limit the benefit to the average home value in the County. She said she did not know the answer to her question.

Mr. Peter Lynch said Ms. Price was likely referring to the veteran's exemption which was based on the entire home and 10 acres and not on the average home value. He said the section of State Code that referred to the veteran's exemption explicitly referred to the entire property value. He explained the other two programs, which were adopted later, explicitly stated the average home value be the maximum benefit. He said the Board would have to add the item to its legislative agenda. He noted three sections of State Code stated in relation to the exemption programs that a spouse cannot remarry, and a change would require legislative action.

Ms. Mallek noted the recent changes were constitutional amendments as well.

Mr. Kamptner said that was his recollection.

Agenda Item No. 11. **Closed Meeting.**

At 3:36 p.m., Mr. Andrews **moved** that the Board go into a Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia:

- Under Subsection (1), to discuss and consider the appointment of the County Attorney; and
- Under Subsection (7), to consult with legal counsel and briefings by staff members pertaining to actual litigation regarding zoning matters where consultation or briefing in an open meeting would adversely affect the negotiating or litigating posture of the Board.
- Under Subsection (8), to consult with and be briefed by legal counsel regarding specific legal

matters requiring legal advice related to the First Amendment and symbolic or expressive speech.

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, Ms. McKeel, Mr. Andrews, and Ms. Price.
NAYS: None.

Agenda Item No. 12. **Certify Closed Meeting.**

At 6:00 p.m., Mr. Andrews **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.

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

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Mr. Andrews, and Ms. Price.
NAYS: None.

Non-Agenda Item. Motion Coming Out of Closed Meeting

Mr. Andrews **moved** that the Board authorized the Chair to respond to the *Daily Progress* on a matter of local public interest.

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

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Mr. Andrews, and Ms. Price.
NAYS: None.

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

Mr. Richardson said Ms. Price and Ms. McKeel attended a celebration for the Hatton Ferry, a pole operated ferry that crossed the James River between Albemarle and Buckingham County. He said the ferry was reopening due to a donation from a local family.

He said the City, the County, and the University of Virginia hosted a community forum as part of the Regional Climate Action Together. Mr. Richardson explained the climate action community forum focused on how climate change would affect the community. He said attendees learned of specific challenges associated with extreme rainfall, heatwaves and seasonal changes from the perspective of several public servants. He noted over 150 community members attended the event. He said the roundtable discussion included Kaki Dimock, Albemarle Director of Social Services; Kim Biasioli, Albemarle Natural Resources Manager; Matthew Meyer, M.D., Critical Care Anesthesiologist and Assistant Professor of Anesthesiology at the University of Virginia; and Emily Pelliccia, Charlottesville Deputy Chief of Emergency Preparedness.

Mr. Richardson said FES had two major sidewalk projects under construction in four locations around the County. He said a \$5 million project spanned three sites: East Rio Road, Avon Street, and Route 250 East near Crozet. He explained an at-grade flashing crosswalk on Route 250 would provide safe crossing to the Blue Ridge shopping center. He explained a \$3.6 million project along the length of Ivy Road would provide a connection from the City sidewalk network to new sidewalk on the far west end of the road. He said new sidewalks, curbs, gutters, painted crosswalks, and ADA-compliant ramps would be placed at all sites. He noted that construction began in October and would be completed by the end of summer.

Mr. Richardson said the Albemarle Police Department's motor unit participated in the memorial service for two Bridgewater College campus officers who died; Officer John Painter and Campus Security Officer J.J. Jefferson. He said more than 100 police motor units from across the country participated in the service.

Mr. Richardson said there was a fire at a restaurant in Pantops during diner hours. He said the first response unit was on the scene within five minutes, and they were able to minimize the damage. He noted that the fire began in the restaurant's kitchen.

Mr. Richardson said the County Career Center had become the Virginia Career Works (VCW) Affiliate. He said the County announced in January new resources available for area job seekers at the County office building at 1600 5th Street Extension. He said the Career Center became an official affiliate of the VCW Center in December 2021. He explained the designation brought an expansion of services from community partners that offered employment resources.

Mr. Richardson said the redistricting process and the comprehensive plan update process (AC44) were officially underway. He announced a new virtual engagement hub had been launched where people could access project documents and resources and provide feedback. He said the new website was accessible at engage.albemarle.org. He said the website offered staff a suite of analytical tools to understand engagement metrics and refine outreach. He said the redistricting comment period ran through March 4, and the comprehensive plan update would be active for several years. He said work group applications were due by February 28.

Mr. Richardson said the Let's Talk engagement van had been traveling around the County and had made stops at the Northside Library, Crossroad Corner Shops, Wyant's Store, and Hydraulic Wash. He said the Let's Talk schedule was available on the County calendar, and a kickoff virtual event was scheduled for February 25. He said Spanish translation would be available for the event.

Mr. Richardson said recruitment for the Director of Diversity, Equity, and Inclusion was active. He said a job posting would be open through mid-March, and the Board would be updated periodically on the status of the process.

Mr. Richardson said the annual 2021 Community Report had been released online and print copies would be available the following week. He said the report highlighted projects, events and initiatives from 2021.

Mr. Richardson said he would be joining several Board members and staff members as part of the Chamber of Commerce's first annual State of the Community event. He said leadership from the City, the County, and the University would reflect on the theme and the vision for 2022 and beyond.

Mr. Trevor Henry said that he, along with Retired Colonel Lettie Bien, would be presenting in Richmond to the General Assembly's Military and Veterans Affairs caucus. He said he would discuss the Defense Affairs Committee's work in the region and in the County, including Rivanna Station.

Ms. McKeel asked if Board members would receive physical copies of the community report. She said Ms. Kilroy was nodding yes. She asked if a recording of the Climate Action Together discussion was available.

Ms. Kilroy said all virtual public meetings were on the County's YouTube page. She said she would send a copy to Ms. McKeel through her work email. She noted that if anyone was interested in reviewing past County virtual events, they would be available on YouTube.

Ms. Price said the sidewalk reports were welcomed by the community, and she mentioned the Avon Street community looked forward to the improvements. She said she recently read 511 law enforcement officers had been killed in the line of duty in 2021 in the U.S.

Agenda Item No. 14. From the Public: Matters Not Listed for Public Hearing on the Agenda or on Matters Previously Considered by the Board or Matters that are Pending Before the Board.

There were none.

Agenda Item No. 15. Public Hearing – SP202100003 Caliber Collision.

PROJECT: SP202100003 Caliber Collision

MAGISTERIAL DISTRICT: Rio

TAX MAP/PARCEL: 04500000010600

LOCATION: 1720 Seminole Trl, Charlottesville, VA, 22901

PROPOSAL: Special Use Permit request for a body shop use in an existing 9,200 square foot building on a 1.02-acre parcel.

PETITION: Body shop use allowed by special use permit under Section 24.2.2.17 of the Zoning Ordinance. No new dwelling units proposed.

ZONING: HC Highway Commercial – commercial and service; residential by special use permit (15 units/ acre)

OVERLAY DISTRICT(S): AIA – Airport Impact Area Overlay, EC – Entrance Corridor, Managed Steep Slopes

COMPREHENSIVE PLAN: Core Area within Rio 29 Small Area Plan – area intended to have a mixture of uses including residential, commercial, retail, office, institutional and employment uses. Buildings with heights of 3-6 stories, built close to the street, with pedestrian access and relegated parking.

The Executive Summary forwarded to the Board stated that at its meeting on December 7, 2021, the Planning Commission (PC) conducted a public hearing and voted 6:0 to recommend approval of SP202100003 with revisions to the conditions provided in the staff report. The PC's staff report, action letter, and meeting minutes are attached (Attachments A, B, and C, respectively).

The PC's discussion on the special use permit covered several topics, including the amount of time the existing building has been vacant, the current character of the area, the recommendations of the Rio29 Small Area Plan, and additional mitigating elements that could be incorporated on the site. The PC expressed concerns about the width of the shared use path, specifically the ability to continue the path on neighboring parcels due to area topography and the increase in onsite impervious surfaces.

No members of the public spoke during the public comment portion of the public hearing for this item.

The PC voted 6:0 to recommend approval of the special use application "with the conditions as listed in the staff report, with the following revisions: that the planting strip be 14 feet wide and that the shared use path be 8 feet wide with permeable pavement, with flexibility for staff to adjust as necessary with the applicant to best fit the site with the permeable pavement." Proposed revised conditions reflecting the PC's recommendation were developed in coordination with the County Attorney's Office and are provided below.

ORIGINAL CONDITIONS PROVIDED IN THE STAFF REPORT

1. Development of the use must be in general accord (as determined by the Director of Planning and the Zoning Administrator) with the Conceptual Plan titled "Caliber Collision: Conceptual Site Plan 01," prepared by Bret Flory, dated October 1, 2021. To be in general accord with the Conceptual Plan, development must reflect the following essential major elements:

- Building footprint
- Parking areas
- Eight (8) foot wide planting strip
- Fourteen (14) foot wide shared use path

Minor modifications to the plan which do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance.

CONDITIONS BASED ON THE RECOMMENDATIONS OF THE PLANNING COMMISSION

1. Development of the use must be in general accord (as determined by the Director of Planning and the Zoning Administrator) with the Conceptual Plan titled "Caliber Collision: Conceptual Site Plan 01," prepared by Bret Flory, dated October 1, 2021. To be in general accord with the Conceptual Plan, development must reflect the following essential major elements:

- Building footprint
- Parking areas

2. Development also must reflect the following additional major elements:

- A Fourteen (14)-foot wide planting strip
- An Eight (8)-foot wide shared use path constructed of permeable pavement (subject to existing easements and other site constraints)

Minor modifications to the plan that do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance.

If the special use permit were approved, the revised conditions are agreeable to staff. The applicant has also indicated that it is agreeable to the revised conditions.

Staff recommends disapproval of special use permit SP202100003 based on the findings contained in the staff report, and recommends that the Board adopt the attached Resolution to disapprove the special use permit (Attachment D). If the Board chooses to approve SP202100003, staff recommends that the Board adopt the attached Resolution to approve the special use permit (Attachment E), subject to the conditions attached thereto.

Ms. Mariah Gleason, Senior Planner, said she would be presenting a special use permit request, SP202100003 Caliber Collision, for the Board's consideration. She said the subject property for the application was located at 1720 Seminole Trail on Tax Map Parcel (TMP) 45-106. She said the property was about 500 feet north of the intersection of Rio Road and Route 29/Seminole Trail. She said businesses and uses in the area were diverse and included retail and commercial businesses, restaurants, storage facilities, motor vehicle sales, rentals, and repairs, medical facilities, grocery stores, and public facilities.

Ms. Gleason said the businesses adjacent to the subject property were Storage Solution Center to the north and west and Jefferson Coin to the south. She said Albemarle Square was located across Route 29. She said about 300 feet north of the property was Carter Myers Automotive (CMA) Colonial Nissan and CMA's Volvo, and south of the property at the intersection of Route 29 and Rio Road, about 750 feet from the subject property, was a recently approved auto dealership, a National Tire and Battery, and an Enterprise Rent-a-Car.

Ms. Gleason explained that there was a by-right development under review by staff for the redevelopment of the neighboring Wendy's site into a discount tire. She noted businesses in the area were forming a cluster of auto oriented services. She said the subject property and neighboring properties were zoned for highway commercial use which was indicated by the bright red zones on the displayed map. She said the further surrounding properties were zoned for commercial use, indicated by pink. She said permitted uses in the highway commercial zoning district were diverse, but the body shop use required a special use permit.

Ms. Gleason said the applicant proposed to use the existing property structure for a body shop use. She said all work and repair activities for the body shop would occur in the enclosed structure; a 9,200 square foot building. She said vehicles awaiting repair would be parked to the side and rear of the parcel behind a screened fence. She said the proposal would require a site plan due to changes to the parking area as well as areas in front of the building to make the parcel consistent with the recommendations in the Rio29 Small Area Plan.

Ms. Gleason said staff found many positive aspects with the proposal, however, the proposal was inconsistent with the use and form recommendations of the Rio29 Small Area Plan, which serves as the comprehensive plan and vision document for the area. She said the differences were explained in the staff report in detail. She explained the small area plan designated the property as a core area, which was characterized by an urban and pedestrian friendly environment with 3 to 6 story buildings built close to the street with street level windows and active first floor uses.

Ms. Gleason said the small area plan did not readily recommend auto service uses, like body shops, in the core area, but such uses were permitted by exception if there was minimal impact to the surrounding parcels and if a certain building form was achieved. She said the plan recommended auto-oriented uses be part of mixed-use developments, where the use would be located in the back of the properties. She said the proposal was not consistent with the form and use recommendations of the small area plan, and because of the inconsistencies, staff recommended denial of the proposal.

Ms. Gleason said a public hearing was held before the Planning Commission on December 7, 2021 for the proposal. She said the Planning Commission supported and recommended approval of the special use permit with revised conditions. She said the revisions primarily worked to swap the widths of the planting strip and shared-use path that were based on recommendations of the Rio29 Small Area Plan. She said the switch was an acknowledgement of the area's topography and the number of impermeable surfaces on the site. She said the change would result in the planting strip having a 14-foot width instead of 18 feet, and the shared use path would be 8 feet wide instead of 14 feet. She said the Board had a transmittal summary and the staff report before them. She said she was open to questions, and she had prepared motions for when the Board was ready to make a decision.

Ms. LaPisto-Kirtley asked if there was a rendering of the proposed site with the proposed changes from the Planning Commission.

Ms. Gleason said the applicant had submitted a site plan. She said the 14-foot-wide planting strip provided more space between the shared-use path and the travel way. She said the applicant had also submitted a landscaping plan.

Ms. LaPisto-Kirtley asked if the 14-foot-wide strip was a sidewalk or walking area.

Ms. Gleason said in the first version of the plan, the shared-use path was 14 feet wide. She said with the recommendation from planning staff, the shared-use path was 8 feet wide, and the planting strip was 14 feet wide.

Ms. LaPisto-Kirtley asked if the shared-use path would be like a sidewalk.

Ms. Gleason said the shared-use path was intended to be a facility that offered biking and pedestrian use. She said it could look like a sidewalk. She said the Commission had specified that the material of the shared-use path be made of permeable pavers.

Mr. Gallaway asked if the reason for narrowing the shared-use path was because the grading of the site posed development issues for a 14-foot-wide path.

Ms. Gleason said Mr. Gallaway was correct.

Mr. Andrews said he was interested in information about the surrounding neighborhoods and the neighborhood plans.

Ms. McKeel asked where the chain-linked fence would be located on the property.

Ms. Gleason said the fencing would be considered during the site planning stage and the Architectural Review Board (ARB) would review the fencing specifically.

Ms. McKeel said permeable pavers were great, but because of the County's soil, they did not work. She asked whether there was a reason for the pavers.

Ms. Gleason said she had misspoken. She said the Planning Commission had recommended permeable pavement because they cited permeable pavers had a tendency to move as they settled which could be costly in maintenance.

Ms. Mallek asked if there were two entrances or one combined entrance and exit to the site.

Ms. Gleason said there were two entrances to the site. She said the northern entrance was shared with the abutting parcel. She noted the travel way was one-way along the northern property boundary, and Fire Rescue found the travel way would be needed to allow emergency services access to all parts of the building. She said the southern entrance only served the subject property and allowed two-way entrance and exit.

Ms. LaPisto-Kirtley read the rules for public hearing.

Mr. Bret Flory said he was the architect for the applicant. He said Caliber Collision was the world's largest automotive collision repair company. He said the company had over 20,000 employees

and 1450 locations across the country. He explained insurance companies suggested where the company should locate. He said he had begun working on the project a year and a half ago. He noted Caliber Collision worked with all the major insurance companies.

Mr. Flory said the location was a smaller location, but the company could manage the space. He said there would be one paint booth, and all the work would occur inside the building. He said they worked with a company called GNC Enviro-Safe, which helped them stay in compliance with federal, state, and local environment requirements. He said the site would likely employ 20 people. He said there was outdoor vehicle storage, and the fence would be wood with a decorative steel ornamental picket runner. He said the fence would meet County requirements for outdoor vehicle screening. He said the applicant had received ARB approval.

Mr. Flory said the building had been vacant for 2 or 3 years. He said the site was challenging because there was no parking at the front of the building, and customers had to come in and park in the L-shaped lot. He said there was just enough parking. He said there would be heavy landscaping in the front and side of the building. He said it was screened to some extent because of the hill and neighboring storage facility.

Mr. Flory said the applicant had received waivers for the driveway spacing and the right turn lane from VDOT. He noted that Caliber Collision was a low-trip generator. He said the applicant received Commission approval with revised conditions, and the applicant did not take any issue with the conditions. He displayed renderings of the building and the site for the Board. He said the site was fairly wooded in the back, and the applicant would install a fence around the property. He said he was open for questions.

Mr. Gallaway reiterated that all of the paintwork would be done inside. He said people were often concerned about autobody work occurring outside.

Mr. Flory said the shops were even air conditioned, and all the work would occur inside.

Mr. Andrews asked for clarification regarding the two entrances. He asked if both entrances would be used by cars and trucks or if they were reserved.

Mr. Flory said the entrances would remain. He said the reason the applicant requested a waiver from VDOT was because customers would have had to drive through the outdoor vehicle storage area to get to the front of the building if the travel way was one-way. He said VDOT approved the waiver. He explained customers would enter through the south entrance and then be able to park and maneuver in the rear area. He said if a truck needed to unload a vehicle, it would enter and exit through the north entrance. He said the applicant worked with the fire department on vehicle access. He said there was an extended T turnaround on the northside of the building to allow a truck to turn around.

Ms. Price noted there were no speakers signed up for public comment.

Mr. Andrews asked how long it took for the equipment and facilities to depreciate.

Mr. Flory asked if Mr. Andrews meant the improvements being made to the property.

Mr. Andrews said he meant the operations generally. He asked if the business would last.

Mr. Flory said there were concerns about electric and self-driving cars because they could reduce accidents. He said Caliber Collisions had made proactive business decisions. He said the company had purchased an automotive glass company. He noted cars had an Advance Driver Awareness System (ADAS) that had to be recalibrated after an accident. He said Caliber Collisions bought a company called ProTech that owned ADAS calibration technology. He said the company was growing. He noted all the leases were 10-year leases with 5-year extensions.

Ms. LaPisto-Kirtley asked if Caliber Collisions did windshield repair and replacement.

Mr. Flory explained there was a partner company that replaced windshields onsite called Caliber Auto Glass. He said he did not know if the partner had operations in the area, so a local company could be called.

Ms. LaPisto-Kirtley asked if a vehicle's head's up display would be calibrated.

Mr. Flory said the company performed the calibration onsite.

Mr. Gallaway said there had been few developers who tried to meet the small area plan. He said the quadrant would be the last to redevelop because of the automotive dealerships that were present. He said uses had to be approved so business space was not left vacant. He noted that other areas had to finish development before this area of the small area plan could develop. He said he was supportive of the project. He said it did not inhibit the work or efforts of the small area plan.

Mr. Andrews said he agreed with Mr. Gallaway's comments. He said he was supportive of the project.

Ms. McKeel said she believed development for the small area plan would begin on the other side

of Route 29. She said she did not have an issue with the proposal.

Ms. Mallek said she was supportive of the proposal.

Ms. Price said she supported the proposal.

Mr. Gallaway said the sidewalks and shared-use path would be constructed in patches as the developments filled out the road.

Mr. Gallaway **moved** that the Board adopt the resolution to approve the special use permit, SP202100003 Caliber Collision (Attachment E), subject to the conditions attached thereto.

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

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Mr. Andrews, and Ms. Price.
NAYS: None.

RESOLUTION TO APPROVE SP202100003 CALIBER COLLISION

WHEREAS, upon consideration of the staff report prepared for SP 202100003 Caliber Collision and the attachments thereto, including staff's supporting analysis, the information presented at the public hearing, any comments received, and all of the factors relevant to the special use permit in Albemarle County Code §§ 18-24.2.2(17) and 18-33.8(A), the Albemarle County Board of Supervisors hereby finds that the proposed special use would:

1. not be a substantial detriment to adjacent parcels;
2. not change the character of the adjacent parcels and the nearby area;
3. be in harmony with the purpose and intent of the Zoning Ordinance, with the uses permitted by right in the Highway Commercial zoning district, with the regulations related to body shops in § 18-5.1.31, and with the public health, safety, and general welfare (including equity); and
4. be consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves SP 202100003 Caliber Collision, subject to the conditions attached hereto.

* * *

CONDITIONS – SP202100003 CALIBER COLLISION

1. Development of the use must be in general accord (as determined by the Director of Planning and the Zoning Administrator) with the Conceptual Plan titled "Caliber Collision: Conceptual Site Plan 01," prepared by Bret Flory, dated October 1, 2021. To be in general accord with the Conceptual Plan, development must reflect the following essential major elements:
 - Building footprint
 - Parking areas
2. Development also must reflect the following additional major elements:
 - A Fourteen (14)-foot wide planting strip
 - An Eight (8)-foot wide shared use path constructed of permeable pavement (subject to existing easements and other site constraints)

Minor modifications to the plan that do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance.

Agenda Item No. 16. **Public Hearing – STA202100002 Maintenance of Private Improvements.**
To receive comments on a proposed ordinance to amend Secs. 14-234 (Procedure to authorize private street and related matters), 14-235 (Effect of approval of private street), 14-303 (Contents of final plat), and 14-317 (Instrument evidencing maintenance of certain improvements) of Chapter 14 (Subdivision of Land) of the Albemarle County Code. This proposed ordinance would amend Sec. 14-234 (Procedure to authorize private street and related matters) by eliminating the reference to an agreement required by Sec. 14-317, and Sec. 14-235 (Effect of approval of private street) by eliminating the existing requirement that a subdivider submit a maintenance agreement for private streets. This proposed ordinance would also amend Sec. 14-303(N) (Contents of final plat) to require a statement on final plats that private streets and other improvements will not be maintained by any public entity and must be maintained by the affected lot owners, and that failure to maintain required improvements may constitute a violation of County ordinance(s). This proposed ordinance would also repeal Sec. 14-317 (Instrument evidencing maintenance of certain improvements).

The Executive Summary forwarded to the Board states that at its meeting on January 11, 2022, the Planning Commission voted unanimously to recommend approval of STA 202100002 Maintenance of Private Improvements.

The Planning Commission had limited comment on the proposed amendment. The Planning Commission confirmed that the County currently has no obligation to maintain private improvements and the proposed amendment would not create an obligation for the County to maintain those improvements. No one from the public spoke at the meeting. During the meeting the Planning Commission requested that the allowance of private streets and other private improvements be discussed during the upcoming Comprehensive Plan Amendment.

Staff recommends that the Board adopt the attached proposed ordinance (Attachment D).

Mr. Bill Fritz, Development Process Manager, said Subdivision Texts Amendments (STA) started before the Planning Commission while zoning text amendments began before the Board. He said the Planning Commission adopted a resolution of intent to amend the subdivision ordinance and address the maintenance of private improvements in December 2021. He said in January, the Commission recommended approval of the STA with limited discussion.

Mr. Fritz explained if private improvements were proposed in a subdivision, the ordinance required the submission of a maintenance agreement. He said the agreement was reviewed by CDD staff and was subject to approval by the County Attorney. He said to review the document, it was time and resource consuming, and ultimately, the document was approved. He said the County was not a party to the agreement, could not interpret or enforce the agreement, and the ordinance did not require that the document be recorded. He summarized that the County required an expensive document that was not enforceable.

Mr. Fritz said the ordinance required a note on the plat if private streets were involved in the subdivision. He explained the note acknowledged there were private streets and that they may not meet VDOT standards and would not be maintained by VDOT or the County. He said the note did not require maintenance or state that failure to maintain the improvements would be a violation. He continued that the note only applied to private streets.

Mr. Fritz said staff recommended that the note regarding private streets be amended. He said the current note stated, "the streets in subdivisions may not meet the standards for acceptance into the secondary system of state highways and will not be maintained by Virginia Department of Transportation or the County." He said staff proposed more inclusive language, "Unless specifically denoted as public, the streets and other requirements in the subdivision are private in nature and will not be maintained by either Virginia Department of Transportation or any other public agency. The maintenance thereof was the mutual obligation of the affected lot owners, and failure to maintain the improvements in substantially the same condition as originally approved by the County may constitute a violation of County ordinances."

Mr. Fritz said the change eliminated the need to review a maintenance agreement. He said the note established the improvements must be maintained by the lot owners and established a standard to which the improvements must be maintained. He said the State code included a property owners association act. He noted the provision stated what was required for subdivisions that included privately maintained features, and the provision of the State code was self-acting and did not require incorporation into the County code.

Mr. Fritz explained that in addition to the subdivision section changes requiring notation on the plat, the sections of the code that referenced the maintenance agreement were proposed to be amended. He said the Planning Commission recommended approval of the STA. He noted that during the discussion, the Commission asked that staff relay a comment to the Board that the Planning Commission would like to discuss private streets and other private improvements during the upcoming comprehensive plan amendment discussion.

Mr. Andrews clarified that the amendment did not change the standards for private streets.

Mr. Fritz said no standards were changed by the amendment.

Ms. Mallek asked if there was implied or explicitly stated public access to the amenities that were referred to beyond the private roads. She asked if any improvements were considered.

Mr. Fritz said recreation improvements were almost never associated with subdivisions. He said recreation improvements were rather associated with site plans because they were required with multi-family developments. He said improvements shown on site plans were enforced through the zoning ordinance. He said this amendment brought the subdivision ordinance into alignment with the zoning ordinance. He said recreational improvements were not shown on subdivision plats.

Mr. Kamptner explained that the other type of improvements he had discussed with Mr. Fritz were proffered improvements, which were enforced under the zoning ordinance as a proffer.

Ms. Price said there were no speakers signed up for public comment.

Ms. LaPisto-Kirtley **moved** that the Board adopt the proposed Ordinance to approve STA202100002 Maintenance of Private Improvements.

Ms. McKeel **seconded** the motion. Roll was called and the motion carried by the following

recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Mr. Andrews, and Ms. Price.
NAYS: None.

Ms. McKeel said she agreed with the Planning Commission, and she would like to discuss the issue of private and public roads during the comprehensive plan review.

ORDINANCE NO. 22-14(1)

AN ORDINANCE TO AMEND CHAPTER 14 SUBDIVISION OF LAND, ARTICLE II, ADMINISTRATION AND PROCEDURE AND ARTICLE III, SUBDIVISION PLAT REQUIREMENTS AND DOCUMENTS TO BE SUBMITTED, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 14, Subdivision of Land, Article II, Administration and Procedure and Article III, Subdivision Plat Requirements and Documents to be Submitted, are hereby amended and reordained as follows:

By Amending:

Sec. 14-234 Procedure to authorize private streets and related matters

Sec. 14-235 Effect of approval of private street

Sec. 14-303 Contents of final plat

By Repealing:

Sec. 14-317 Instrument evidencing maintenance of certain improvements

CHAPTER 14. SUBDIVISION OF LAND

ARTICLE II. ADMINISTRATION AND PROCEDURE

Sec. 14-234 Procedure to authorize private street and related matters.

Requests under sections 14-232 and 14-233 shall be submitted, processed and acted upon as follows:

A. A subdivider shall submit a request in writing to the agent at the time of the submittal of the preliminary plat or may, within the development areas, submit the written request prior to submittal of a preliminary plat or with an application to rezone the land.

1. The request shall state the reasons and justifications for the request, and shall particularly address one or more applicable bases for granting the request as identified in sections 14-232 or 14-233, and each of the five findings identified in paragraph (C) required to be made.

(a) The request shall include: (i) a map of the subdivision having contour intervals of not greater than 20 feet showing the horizontal alignment; (ii) field-run profiles and typical cross-sections of the proposed streets; (iii) the maximum number of lots to be served by each private street; and (iv) documentation explaining how the perpetual maintenance of the private street including, within the development areas, the curb, curb and gutter, sidewalks, and planting strip landscaping will be funded, and identifying the person or entity that will be responsible for maintaining the improvements. The county engineer may waive the requirement for the field-run profile in the case of an existing street or where deemed appropriate due to topography, or if the topographic map is based on aerial or field collected data with a contour interval accuracy of five vertical feet or better. A request under section 14-232(A)(1) shall include earthwork computations demonstrating significant degradation.

(b) If the request is made prior to submittal of a preliminary plat or with an application to rezone the land, it also shall include: (i) a justification for the request; (ii) a vicinity map showing a larger street network at a scale no smaller than one inch equals 600 feet; (iii) a conceptual plan at a scale no smaller than one inch equals 200 feet showing surveyed boundaries of the property; (iv) topography of the property at five-foot intervals for the property being subdivided and on abutting lands to a distance of 500 feet from the boundary line or a lesser distance determined to be sufficient by the agent; (v) the locations of streams, stream buffers, steep slopes, floodplains, known wetlands; (vi) the proposed layout of streets and lots, unit types, uses, and location of parking, as applicable; (vii) proposed private street profiles; and (viii) the maximum number of lots to be served.

2. The agent shall forward the map to the county engineer for review and comment. When the agent has received comments on the map from the county engineer, the agent shall then consider the request. The agent shall then proceed as follows:

(a) If the request for a private street is made under sections 14-232(A) or 14-233(A), he may recommend approval, approval with conditions, or denial. A recommendation of approval or conditional approval shall be accompanied by a statement by the agent as to the public purpose served by the recommendation, particularly in regard to the

purpose and intent of this chapter, the zoning ordinance, and the comprehensive plan;
or

(b) If the request for a private street is made under sections 14-232(B) or 14-233(B), he may approve, approve with conditions, or deny the request.

3. The commission shall not consider a request until it has received and considered the recommendation of the agent.

B. In considering a request for approval of one or more private streets, the agent and commission shall consider that: (i) private streets are intended to be the exception to public streets; and (ii) absent compelling circumstances, private streets should not cross over dams or bridges or involve other infrastructure that would be reasonably prohibitive to maintain, should not serve as the primary or sole interconnection between the subdivision and abutting property, or serve through traffic by being the connector between two or more public streets.

C. The agent and the commission may authorize one or more private streets in a subdivision if it finds that one or more of the circumstances described in sections 14-232 or 14-233 exist and it determines that:

1. The private street will be adequate to carry the traffic volume which may be reasonably expected to be generated by the subdivision.
2. The comprehensive plan does not provide for a public street in the approximate location of the proposed private street;
3. The fee of the private street will be owned by the owner of each lot abutting the right-of-way thereof or by an association composed of the owners of all lots in the subdivision, subject in either case to any easement for the benefit of all lots served by the street;
4. Except where required by the commission to serve a specific public purpose, the private street will not serve through traffic nor intersect the state highway system in more than one location; and
5. If applicable, the private street has been approved in accordance with section 30.3, flood hazard overlay district, of the zoning ordinance and other applicable law.

D. In considering a request for a private street, the commission may waive the requirements of sections 14-404 and/or 14-412 as provided therein, provided that all of the applicable requirements of sections 14-232, 14-233 and this section are satisfied.

E. In approving a request for a private street, the commission or the agent may impose any condition pertaining to the private street it deems reasonable and necessary, including any condition pertaining to the funding or responsibility for maintaining the private street, including the curb, curb and gutter, sidewalks, and planting strip landscaping.

(8-28-74; § 18-36, 9-5-96; § 14-234, Ord. 98-A(1), 8-5-98; § 14-233 (part); Ord. 05-14(1), 4-20-05, effective 6-20-05; Ord. 22-14(1), 2-16-22)

State law reference(s)—Va. Code § 15.2-2242(3).

Sec. 14-235 - Effect of approval of private street.

If the agent or the commission approves one or more private streets in a subdivision, the following requirements apply:

- A. The final plat must contain the statement required by section 14-303(N).
- B. The subdivider must provide surety for the completion of the private street as required by section 14-435 if the private street will not be completed prior to approval of the final plat, unless the private street was authorized under sections 14-232(B)(1), 14-232(B)(2), or 14-233(B)(2).

(8-28-74; § 18-36, 9-5-96; § 14-235, Ord. 98-A(1), 8-5-98; Ord. 05-14(1), 4-20-05, effective 6-20-05; Ord. 22-14(1), 2-16-22)

State law reference(s)—Va. Code § 15.2-2242(3).

ARTICLE III. SUBDIVISION PLAT REQUIREMENTS AND DOCUMENTS TO BE SUBMITTED

Sec. 14-303 - Contents of final plat.

In addition to containing all of the information required by section 14-302, except for the information

required by section 14-302(A)(12), a final plat must contain the following information:

.....

N. *Statement pertaining to private improvements.* If the subdivision will contain one or more private improvements, as defined in section 14-106, the following statement: "Unless specifically denoted as public, the streets and other required improvements in this subdivision are private in nature and will not be maintained by either the Virginia Department of Transportation or any other public agency. The maintenance thereof is the mutual obligation of the affected lot owners. Failure to maintain the improvements in substantially the same condition as originally approved by the County may constitute a violation of County ordinance(s)."

(§ 8, 8-28-74; 2-4-81; § 18-55, 9-5-96; § 14-303, Ord. 98-A(1), 8-5-98; Ord. 02-14(1), 2-6-02; Ord. 05-14(1), 4-20-05, effective 6-20-05; Ord. 11-14(1), 6-1-11; Ord. 13-14(1), 12-4-13, effective 1-1-14; Ord. 22-14(1), 2-16-22)

State law reference(s)—Va. Code §§ 15.2-2241(1), 15.2-2262, 15.2-2264.

.....

Sec. 14-317 [Repealed 2-16-22]

Agenda Item No. 17. **Public Hearing – CACVB Operating Agreement Third Amendment.** To receive public comment on its intent to adopt an Ordinance to Approve a Third Amended Agreement to Operate a Joint Convention and Visitors' Bureau (CACVB) between the County of Albemarle, Virginia and the City of Charlottesville, Virginia. The Agreement amends the composition of the CACVB's Executive Board, sets the process for appointing industry representatives, aligns terms to being on January 1, 2022, sets a limitation on fund balance carryover, confirms the CACVB's commitment to diversity, equity and inclusion, makes stylistic changes, and updates references.

The Executive Summary forwarded to the Board states that the purpose of the Charlottesville Albemarle Convention and Visitors Bureau (CACVB) is to promote the resources and advantages of the County, the City, and the region pursuant to the terms and conditions of the CACVB Operating Agreement, including marketing tourism, and marketing initiatives that: attract travelers to the City and County, increase lodging at properties located within the City and County, and generate tourism revenues within the City and County. A portion of the Transient Occupancy Tax from each local government funds the CACVB operations. The CACVB Operating Agreement is a legal document outlining the roles and responsibilities of the City of Charlottesville, Albemarle County, and the CACVB Board. The agreement was last amended in Fall 2019, and new terms and conditions were reconstituted to operate a joint convention and visitors bureau. Since 2019, the CACVB Board has had 15 members, including 4 elected officials (2 from the City and 2 from County), the County Executive, City Manager, and the Economic Development Directors from both local governments.

Since 2019, the CACVB Board has been operating under the Second Amended CACVB Operating Agreement, and has also been operating with increased transparency and greater representation by elected officials. The current CACVB Board indicated that the CACVB operations are in good stead and the CACVB Board is prepared to move to the next phase of operations. The CACVB Board met on October 25, 2021, to discuss changes to the Operating Agreement. The recommended changes included a reduction in the number of elected officials on the Board from 4 to 2 (1 fewer from each local government), as well as the elimination of the County Executive and City Manager positions. These 4 vacancies will be designated for local industry representatives appointed by elected officials. The CACVB Board unanimously agreed in principle to those changes, which are included in the proposed draft Third Amended Operating Agreement (Attachment A). The CACVB Board generally agreed that further aligning the CACVB Board make-up to include an increase in industry representatives is in the best interest of the community. Industry stakeholders are supportive of these proposed changes to the CACVB Board.

In addition to changes in syntax and outdated references, the proposed Third Amended Operating Agreement includes language that confirms the CACVB's commitment to diversity, equity and inclusion; clarifies the process for appointing industry representatives, aligns terms to begin on January 1, 2022, and places limitations on fund balance carryover.

City Council approved the Third Amended Agreement on December 6, 2021. Subsequent to the City's approval of the Third Amended Agreement, the agreement was retitled from the Second Amended Agreement to the Third Amended Agreement, three comments were removed, underlining was added to the new language, amendments were tracked in ordinance formatting in place of track changes, and County and City signature blocks were added.

Attached for consideration is an ordinance approving the Third Amended Agreement and authorizing the County Executive to execute the Amended Agreement on behalf of the County after it is approved as to form by the County Attorney.

There are no budget impacts associated with the Third Amended Agreement.

Staff recommends that the Board of Supervisors adopt the attached Ordinance approving the Third Amended Operating Agreement and authorizing the County Executive to execute the Amended Agreement on behalf of the County (Attachment B).

Mr. Roger Johnson, Director of Economic Development, said he was the chair of the Charlottesville Albemarle Convention and Visitors Bureau (CACVB). He explained the CACVB was founded in 1979 and was funded primarily by transient occupancy taxes. He said the CACVB provided information on the area to visitors, tour operators, meeting planners, weddings, and other groups. He said the CACVB's mission was to enhance the economic prosperity of the City and the County by promoting, selling, and marketing the community as a destination. He said there were administrative offices on Faulkner Drive. He said the Bureau regularly operated two mobile visitor centers.

Mr. Johnson said the CACVB sought approval for a third amendment agreement to operate a joint convention and visitor bureau between the County and City. He said the proposed agreement amended the structure of the executive board, set a process for appointing industry representatives, aligned terms to January 1, set a limitation on year end fund balances, and confirmed the commitment to diversity, equity, and inclusion. He explained the City Council approved the amendment in December 2021.

Ms. Courtney Cacatian, Executive Director of the CACVB, said she would present the substantial edits made to the agreement as well as the City Council's feedback. She said language was included for diversity, equity, and inclusion while fostering a welcoming place of belonging. She said the composition of the board had been amended. She explained there were currently two Board of Supervisors members and two City Council members on the board, and the amendment would reduce the number to one from each jurisdiction. She said the County Executive and City Manager were currently on the board, and under the proposed amendment, those positions would no longer be present on the board.

Ms. Cacatian said the four vacant seats on the board would be replaced by two accommodations representatives and two food and beverage representatives. She explained the Board of Supervisors and City Council would each appoint one of the representatives of each type. She noted the member terms would be aligned to January 1 so that there would be the same board throughout an entire calendar year. She said the City Council did not make substantial changes; she noted one councilor was an attorney and had suggested small changes to the language.

Ms. Cacatian said the representatives of the arts and recreation communities were jointly appointed by the Board and the City Council. She said the process was amended to reflect the change. She said the fund balance was being addressed. She said the previous practice had been to carry over the entirety of the fund balance from fiscal year to fiscal year. She said the amended process clarified how much of the fund balance could be carried over.

Mr. Gallaway asked how the figure for carrying over the fund balance had been determined. He noted it was 25%.

Ms. Cacatian responded that a similar organization that used the County as its fiscal agent was the ECC (Emergency Communications Center), which had language in its bylaws that included the 25% limit, and that was where the CACVB got its figure. She said the limit helped for planning purposes and ensured there was a similar operating budget year to year.

Mr. Gallaway asked what the fund balance had been used for in the past.

Ms. Cacatian said spending was restricted for marketing purposes.

Ms. McKeel said she did not have the version of the amendment that included the City Council's redlined edits, and she could not read them on the screen.

Ms. Cacatian said the packet before the Board had been submitted in November, and a version that included the City's edits had been submitted to the clerk the day before.

Mr. Kamptner noted that the version displayed by Ms. Cacatian appeared to be available online.

Ms. Mallek said she also could not read the edits. She asked if Ms. Cacatian could read the edits aloud.

Ms. Cacatian read through the City Council's edits of the amendment agreement. She said that in the "Fund Balance" (4(B)) it was changed from "Participant" to "Party" because it was used in the rest of the document. She said that under 3(A)(2)(b), Appointment of Representatives of Accommodations, Food or Beverage and Tourism Industry Organizations; Term, the original language read, "The tourism industry representatives identified...", and the language was changed to, "The representatives of Accommodations, Food or Beverage and Tourism Industry Organizations identified..." She noted that it made the language parallel with the opening. She went on to read a second change that was made to the agreement in section 3(A)(2)(c) the Appointment of the Arts and Recreation Communities: Term previously read, "The arts and recreation community representatives identified in Sections 3(A)(1) shall be made by a majority of the four members of the County Board of Supervisors and the Charlottesville City Council appointed to the Executive Board." This language had been changed to "...shall be appointed by

agreement of the member of the County Board of Supervisors and the Charlottesville City Council appointed to the Executive Board.”

Ms. Mallek noted that this implied that the appointment would be discussed with their jurisdictional colleagues. She asked how the Board would receive reports from the CACVB.

Ms. Cacatian explained in March, she usually submitted an operating plan that discussed the previous fiscal year’s expenditures and the next fiscal year’s goals. She said the report aligned with the budget finalization process, so the information was relevant. She said the CACVB waited until the budget was approved before finalizing and releasing the operating plan. She said she could present the findings of the report to the Board when it was ready.

Mr. Johnson said that in concise terms, the expectation would be an annual written report to the Board on the strategic plan and a second annual report on how the CACVB performed against the metrics. He said there would be two opportunities for the Board to provide feedback.

Ms. Price said there were no speakers signed up for public comment.

Mr. Andrews said he had a question regarding the mechanism for appointing the Board and Council representative and regarding communications with the Board.

Ms. McKeel asked if attachment B was correct because she had an older version of the packet.

Mr. Kamptner said he believed attachment B was uploaded on the County database was correct, but he did not know when the document was last updated.

Mr. Gallaway asked if the motion could state “as presented” instead of “Attachment B.”

Mr. Kamptner said “as presented” was fine.

Ms. McKeel **moved** that the Board adopt the attached Ordinance approving the Third Amended Operating Agreement and authorize the County Executive to execute the amended agreement on behalf of the County as presented.

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, Ms. McKeel, Mr. Andrews, and Ms. Price.
NAYS: None.

ORDINANCE NO. 22-A(3)

AN ORDINANCE TO APPROVE A THIRD AMENDED AGREEMENT TO OPERATE A JOINT CONVENTION AND VISITORS’ BUREAU BETWEEN THE COUNTY OF ALBEMARLE, VIRGINIA AND THE CITY OF CHARLOTTESVILLE, VIRGINIA FOR THE JOINT FUNDING AND OPERATION OF THE CHARLOTTESVILLE-ALBEMARLE CONVENTION AND VISITORS’ BUREAU

WHEREAS, the County and the City are each enabled by Virginia Code § 15.2-940 to “expend funds from the locally derived revenues of the locality for the purpose of promoting the resources and advantages of the locality”; and

WHEREAS, the County and the City are each enabled by Virginia Code § 15.2-1300 to jointly exercise the authority granted to them pursuant to Virginia Code § 15.2-940; and

WHEREAS, the County and the City entered into an agreement for the joint funding and operation of the Charlottesville-Albemarle Convention and Visitors Bureau (“CACVB”) to promote the resources and advantages of the County and the City, and that agreement became effective July 1, 2018 (the “Agreement”); and

WHEREAS, on January 16, 2019, the Board approved an Amended Agreement to authorize two members of the Board of Supervisors and two members of the City Council to serve on the CACVB’s Executive Board and to eliminate the CACVB’s advisory Board; and

WHEREAS, on October 2, 2019, the Board approved a Second Amended Agreement to eliminate the non-voting member from the CACVB Board, to authorize the President of the Chamber of Commerce to serve on the CACVB Executive Board without term limits, to remove the Executive Director of the CACVB as a member of the Executive Board, and to exempt the CACVB from the County’s Procurement and Purchasing regulations to allow the purchase of alcoholic beverages for tourism-related promotional activities with executive officer approval; and

WHEREAS, the County and the City desire to further amend the Agreement to reduce the number of elected officials on the Board from four to two (one fewer from each local government), and to eliminate the County Executive and City Manager positions.

NOW, THEREFORE, BE IT ORDAINED THAT the Third Amended Agreement is hereby approved, and that the County Executive is hereby authorized to execute the Third Amended Agreement on behalf of the County of Albemarle after it is approved as to form by the County Attorney.

This ordinance shall be effective immediately.

* * * * *

**THIRD AMENDED AGREEMENT TO OPERATE A
JOINT CONVENTION AND VISITORS' BUREAU**

THIS AGREEMENT is entered into this 25th day of February, 2022, by and between the County of Albemarle, Virginia (the "County") and the City of Charlottesville, Virginia (the "City"). This agreement may be referred to as the "CACVB Agreement" and "this Agreement." The County and the City may be referred to collectively as the "Parties."

RECITALS

- R-1** The County and the City are each enabled by Virginia Code § 15.2-940 to "expend funds from the locally derived revenues of the locality for the purpose of promoting the resources and advantages of the locality"; and
- R-2** The County is enabled by Virginia Code § 58.1-3819 to expend Transient Occupancy Taxes collected by it (amounts in excess of two percent of the total five percent authorized to be collected) solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with tourism industry organizations, including representatives of lodging properties located in Albemarle County, attract travelers to the County, increase occupancy at lodging properties, and generate tourism revenues within the County; and
- R-3** The County and the City are each enabled by Virginia Code § 15.2-1300 to jointly exercise the authority granted to them pursuant to Virginia Code § 15.2-940, and they desire to enter into an agreement with one another to continue to jointly fund and operate the local convention and visitors' bureau; and
- R-4** The County and the City desire to promote the resources and advantages of the County and the City, and to do so through the Charlottesville-Albemarle Convention and Visitors' Bureau as provided in this Agreement.
- R-5** The County and the City value the importance of diversity, equity, inclusion, and fostering a welcoming place of belonging through the Charlottesville Albemarle Convention and Visitors' Bureau.

STATEMENT OF AGREEMENT

The County and the City agree to the following:

1. Convention and Visitors' Bureau Established and Authorized.

The Charlottesville-Albemarle Convention and Visitors Bureau (the "CACVB") is re-established and re-authorized.

2. Purpose of the CACVB.

The purpose of the CACVB is to promote the resources and advantages of the County, the City, and the region pursuant to the terms and conditions of this Agreement, including marketing of tourism, as well as marketing of initiatives that: attract travelers to the City and County, increase lodging at properties located within the City and County, and generate tourism revenues within the City and County.

3. Organization of the CACVB.

The CACVB shall be organized to have an Executive Board, an Executive Director, and staff serving the CACVB.

A. Executive Board. An Executive Board is hereby established, and its composition and powers and duties are as follows:

- 1. Composition.** The Executive Board shall be composed of the following fifteen voting members:
 - a. One member of the County Board of Supervisors.
 - b. One member of the Charlottesville City Council.

- c. One accommodations representative appointed by the County Board of Supervisors as provided in Section 3(A)(2)(b).
 - d. One accommodations representative appointed by the Charlottesville City Council as provided in Section 3(A)(2)(b).
 - e. The County Director of Economic Development or designee.
 - f. The City Director of Economic Development or designee.
 - g. The Executive Vice President and Chief Executive Officer of the University of Virginia or designee.
 - h. One tourism industry organization representative appointed by the County Board of Supervisors as provided in Section 3(A)(2)(b).
 - i. One tourism industry organization representative appointed by the Charlottesville City Council as provided in Section 3(A)(2)(b).
 - j. One food or beverage representative appointed by the County Board of Supervisors as provided in Section 3(A)(2)(b).
 - k. One food or beverage representative appointed by the Charlottesville City Council as provided in Section 3(A)(2)(b).
 - l. One representative of the arts community jointly appointed by designated members of the County Board of Supervisors and the Charlottesville City Council as provided in Section 3(A)(2)(c).
 - m. One representative of the recreation community jointly appointed by designated members of the County Board of Supervisors and the Charlottesville City Council as provided in Section 3(A)(2)(c).
 - n. The President or Chief Executive Officer of the Charlottesville Regional Chamber of Commerce or designee.
 - o. The President or Chief Executive Officer of the Thomas Jefferson Foundation or designee.
2. **Appointments to the Executive Board.** Appointments to the Executive Board shall be made as follows:
- a. **Appointment of Members of the County Board of Supervisors and the Charlottesville City Council: Alternates.** The members of the County Board of Supervisors and the Charlottesville City Council who serve on the Executive Board shall be appointed by their respective governing bodies for terms determined by the respective governing bodies. The County Board of Supervisors and the Charlottesville City Council may appoint alternates to attend any meeting(s) that the regular appointees cannot attend. An alternate attending a meeting in place of the regular member may vote on behalf of the Board or Council at any such meeting.
 - b. **Appointment of Representatives of Accommodations, Food or Beverage and Tourism Industry Organizations: Term.** The representatives of Accommodations, Food or Beverage and Tourism Industry Organizations identified in Sections 3(A)(1) shall be appointed by a majority vote of the members of the County Board of Supervisors or the Charlottesville City Council, respectively, present and voting. Each appointment shall be for a two-year term beginning January 1; no person serving under this appointment may be appointed to more than four consecutive two-year terms, exclusive of time served in the unexpired term of another.
 - c. **Appointment of Representatives of the Arts and Recreation Communities: Term.** The arts and recreation community representatives identified in Sections 3(A)(1) shall be appointed by agreement of the member of the County Board of Supervisors and the Charlottesville City Council appointed to the Executive Board. Each appointment shall be

for a two-year term beginning January 1; no person serving under this appointment may be appointed to more than four consecutive two-year terms, exclusive of time served in the unexpired term of another.

3. **Powers and Duties of the Executive Board.** The Executive Board shall:

- a. **Adopt a Strategic Plan.** Adopt a strategic plan for the CACVB that is consistent with the purposes of the CACVB.
 - b. **Adopt By-Laws.** Adopt by-laws, which shall include procedures and rules for electing a chair, a vice-chair, the conduct of its meetings, and regulating the business of the Executive Board.
 - c. **Adopt Policies and Plans.** Adopt any policies or plans consistent with the purposes of the CACVB and that may provide direction to the CACVB.
 - d. **Marketing Strategies, Performance Measures, and Indicators.** Approve general marketing strategies and programs and establish performance measures and indicators.
 - e. **Hold Meetings: Quorum: Voting.** Hold a regular meeting at least once every two months. Each meeting shall be conducted in compliance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*). Eight voting members of the Executive Board physically present at the meeting constitute a quorum. The Executive Board shall act only by a majority vote of those voting members present and voting at a lawfully held meeting.
 - f. **Adopt a Budget.** Adopt a budget for the CACVB's operations and activities each fiscal year.
 - g. **Contracts.** Acting through its Executive Director, arrange or contract for (in the name of the CACVB) the furnishing by any person or company, public or private, of goods, services, privileges, works or facilities for and in connection with the scope of Section 2 of this Agreement and the administrative operations of the CACVB and its offices. The contracts may include any contracts for consulting services related to tourism marketing and to promoting the County, the City, and the region.
 - h. **Appoint the Executive Director: Performance: Termination.** Appoint the Executive Director, who shall serve at the pleasure of the Executive Board and evaluate the Executive Director's performance each year.
 - i. **Offices.** Provide regular staffed visitor services at one location within the City of Charlottesville and one location within the County of Albemarle. Additional locations may be approved by the Executive Board. The Executive Board shall approve the location and terms and conditions for purchasing or leasing any CACVB office(s), and may, by recorded vote or resolution, authorize the Executive Director to execute any required instrument pertaining thereto.
 - j. **Official Seal.** Establish and maintain an official seal, which may be altered at will, and to use it, or a facsimile of it, by impressing or affixing it, or in any other manner reproducing it.
4. **Attendance.** Members of the Executive Board or their designees are expected to attend all regular meetings of the Executive Board. The Executive Board may request the County Board of Supervisors or the Charlottesville City Council, as the case may be, to replace any Executive Board Member appointed by that body, or the designated members thereof, to replace any Member who is absent, or whose designee is absent, from more than three regular meetings during a calendar year.

B. **Executive Director.** The position of Executive Director is hereby established. The powers and duties of the Executive Director are as follows:

1. **Promotion.** Promote the resources and advantages of the County, the City, and the region pursuant to the terms and conditions of this Agreement, the Strategic Plan, and other policies and

plans adopted by the Executive Board within the scope of Section 2 of this Agreement, subject to the following:

- a. **Services Provided Until Executive Board Directs Otherwise.** Beginning July 1, 2018, and until the Executive Board directs otherwise, the Executive Director and the persons hired to provide services for the CACVB shall provide the services identified in **Attachment A**, incorporated by reference herein.
 - b. **Services Identified by the Executive Board to be Provided.** When the Executive Board identifies different or additional services to be provided by the CACVB, the Executive Director and the persons hired to provide services for the CACVB shall provide those services. The different or additional services may include, but are not limited to, expanding destination packages focusing on the arts, wineries, breweries, and distilleries; promoting heritage and cultural tourism and including this area's African American heritage; promoting agritourism; promoting outdoor recreational tourism for activities such as hiking, bicycling, kayaking, and canoeing; and developing and promoting events and activities related to the arts, local resources, and local businesses.
2. **Budgeting.** Recommend an annual budget to the Executive Board.
 3. **Contracting.** Execute contracts on behalf of the CACVB; perform the duties of purchasing officer on behalf of the Executive Board, subject to compliance with Albemarle County procurement ordinances and procedures. The Executive Director shall procure all goods and services in compliance with the County's procurement laws and procedures or may delegate procurement responsibilities to the County's purchasing agent. As an exception to the County's procurement laws and procedures, the Executive Director or the County's purchasing agent, if delegated procurement responsibilities under this section, may contract for or purchase alcoholic beverages for tourism-related promotional and appreciation events and familiarization tours with the advance written approval of (i) the Executive Board or (ii) the County Executive or (iii) the County Director of Finance/Chief Financial Officer.
 4. **Reports.** The Executive Director shall provide to the Executive Board any reports required by this Agreement or requested by the Executive Board.
 5. **Distribute the Budget and Provide a Balance Sheet.** The Executive Director shall provide the CACVB's adopted annual budget to the County and the City and a balance sheet showing the CACVB's revenues and expenditures for the prior fiscal year and the fund balance, if any, from the prior fiscal year. The budget and the balance sheet shall be provided by December 31 each year.
 6. **Employees.** The Executive Director shall recruit, hire, and manage persons to be employed to perform services for the CACVB, subject to Section 8 of this Agreement.
4. **Funding the CACVB.**
- The CACVB shall be funded as follows:
- A. **Funding Cycle.** The County and the City agree to fund the activities and responsibilities of the CACVB during each Fiscal Year (July 1 through June 30 of each calendar year) in which this Agreement remains in effect, beginning with the Parties' Fiscal Year 2019.
 - B. **Funding Levels.** Subject to Subsection 4(F), the County and the City shall provide funding for the CACVB in each Fiscal Year in an amount equal to 30 percent of its Transient Occupancy Tax revenues collected by it in the most recent Fiscal Year ("Actuals"). This specified percentage and obligation is based on, and specifically limited to, a Transient Occupancy Tax of five percent in each locality. If either the County or the City enacts a Transient Occupancy Tax greater than five percent, that Party's funding obligation under the formula in this subsection is not changed by the increase in the tax rate for the Transient Occupancy Tax.
 - C. **Payments to the Fiscal Agent.** Annual funding provided pursuant to Subsection 4(B) shall be delivered by the Party that is not the Fiscal Agent to the Party that is the Fiscal Agent in equal

quarterly payments, payable on July 1, October 1, January 1, and April 1 each year, due upon receipt of an invoice from the Fiscal Agent.

- D. **Budget.** The budget prepared and recommended by the Executive Director shall be presented to the Executive Board, and the recommended budget shall use the Actuals provided by the County and the City and referenced in Subsection 4(B), and any other revenue sources. Following receipt of a recommended budget from the Executive Director, the Executive Board shall take action to approve an annual budget, no later than May 1 each calendar year.
- E. **Fund Balance.** The CACVB may retain a year-end fund balance not to exceed 25% of the CACVB's annual operating budget, calculated as an average of the past five years' operating budgets. The Executive Board will, after each fiscal year audit, return to each Party its share of the fund balance in excess of that 25%. The return of excess funds to each Party will be prorated using the allocation formula. The Executive Board may vote to request alternative uses for the excess fund balance, subject to the approval of the Parties.
- F. **Documenting Costs.** All costs incurred and expenditures made by the CACVB in the performance of its obligations under this Agreement shall be supported by payrolls, time records, invoices, purchase orders, contracts, or vouchers, and other documentation satisfactory to the County and the City, evidencing in proper detail the nature and propriety of the costs. Records shall be maintained in accordance with Virginia law. Upon request by either the County or the City, the Executive Director shall allow City or County officials to inspect the documentation and records pertaining in whole or in part to this Agreement, or the Executive Director may, if acceptable to the requesting party, provide reports summarizing information within CACVB's records.
- G. **Appropriations.** Notwithstanding any other provisions of this Agreement, the County's and the City's obligation to fund the CACVB is expressly contingent upon the availability of public funds derived from Transient Occupancy Tax revenues and the annual appropriations of those funds thereof by the Parties. The City's appropriations of funds for the promotion and advertisement of the City are and shall be further subject to the provisions of Section 21 of the City's Charter.
5. **Permitted and Prohibited Uses of Funds, Goods, and Services by the CACVB.**
The CACVB shall expend revenues and use its funds, goods, and services only as follows:
- A. **Purposes for Which Tax Revenues May Be Spent.** Revenues appropriated by the County and the City to the CACVB shall be expended only for the purposes for which their respective Transient Occupancy Tax revenues may be spent, as may be governed by state enabling legislation, the City's charter, and local ordinances.
- B. **Prohibited Use of Funds, Goods, and Services for Political Purposes.** The CACVB shall not expend its funds, use its materials or property, or provide services, either directly or indirectly, for any partisan political activity, to further the election of, or to defeat, any candidate for public office.
6. **Duration of this Agreement: Termination.**
This Agreement shall be effective as of October 2, 2019, and remain in effect until it is terminated by the Parties, or either of them, as follows:
- A. **Termination by One Party.** Either the County or the City may terminate this Agreement by giving at least six months' written notice to the other Party.
- B. **Termination by Mutual Agreement.** The County and the City may mutually agree to terminate this Agreement under any terms and conditions they agree to.
- C. **Termination by Non-appropriation.** If either the County or the City fails to appropriate funds in the amount required to support its obligations under this Agreement for a subsequent fiscal year, then this Agreement shall automatically terminate at the end of the then-current fiscal year.

7. **Performance.**

The performance of the CACVB shall be measured as follows:

- A. **Until New Performance Measures and Performance Indicators are Adopted.** From July 1, 2018, until the Executive Board adopts new performance measures and performance indicators, the CACVB shall:
 - 1. **Return on Investment.** Meet a return-on-investment ratio of 7:1 annually that is based on seven dollars of total direct visitor expenditures for every one dollar of funding provided to the CACVB by the County and the City pursuant to the formula in Attachment A.
 - 2. **Performance Measures.** Measure performance using the specific measures in Attachment A.
 - 3. **Performance Indicators.** Track the performance indicators identified in Attachment A.
- B. **Adopted Performance Measures and Performance Indicators.** When the Executive Board adopts a new required return on investment, new performance measures, and new requirements to track performance indicators, the CACVB shall meet and perform those new measures and requirements.
- C. **Audits.** The County and the City may, at their option, request an independent audit of the CACVB's books and records. The cost of the audit shall be shared equally by the County and the City.

8. **Fiscal Agent Designation: Services.**

The County and the City will provide the following fiscal services for the CACVB:

- A. **Fiscal Agent.** The County shall serve as Fiscal Agent for the CACVB. The Fiscal Agent shall be entitled to a fee of two percent of the Actuals referenced in Section 4(B) as compensation for acting as Fiscal Agent. This fee may be deducted from the Fiscal Agent's funding contribution pursuant to Section 4 each year.
- B. **Insurance.** The County will provide liability insurance coverage to the CACVB.
- C. **Legal Services.** The County Attorney shall provide legal services to the CACVB, provided that representation does not create a conflict of interest under any rules of professional responsibility or other ethical rules of conduct. In the event any such conflict arises, the County Attorney shall so advise the Executive Board, so that the Executive Board may make necessary arrangements to obtain legal services.
- D. **Other Services.** The County shall act as the CACVB's accounting and disbursing office; provide personnel administration services; maintain personnel and payroll records; provide information technology services; provide procurement services and maintain purchasing accounts and monthly statements; and contract for annual audits. Personnel administration shall include the matters referenced in paragraph E, following below.
- E. **Personnel Administration.** The employment of the Executive Director and any other persons hired to perform services for the CACVB are subject to the following:
 - 1. **County Employees.** Any Executive Director or other person hired on or after July 1, 2018 to perform services for the CACVB shall be hired as an employee within the County's personnel and payroll systems.
 - 2. **Duty Owed to Both the County and the City.** The Executive Director and any other persons hired to perform services for the CACVB owe a duty of good faith and trust to the CACVB itself as well as to both the County and the City as the localities which provide public funding for the CACVB.

9. Disposition of Property Upon Termination or Partial Termination.

Upon the expiration or earlier termination of this Agreement, all personal property of the CACVB shall be and remain the joint property of the County and the City for disposition, and the proceeds of disposition shall be pro-rated between the County and the City in accordance with the ratio of the amounts provided by each of them to the CACVB: (i) as capital contributions since 1979; and (ii) as contributions of operating funds during the 10 years preceding the date of termination, as compared with the aggregated contributions of the County and the City during that same 10-year period.

10. Liability.

Any liability for damages to third parties arising out of or in connection with the operations and activities of the CACVB and any persons employed to provide services for the CACVB shall be shared jointly by the County and the City, to the extent that any liability is not covered by funding within the CACVB's budget or liability insurance proceeds, and only to the extent that the County and the City may be held liable for damages under the laws of the Commonwealth of Virginia.

11. Miscellaneous.

- A. **Ownership of Materials; Copyright; Use.** Any materials, in any format, produced in whole or in part pursuant to this Agreement are subject to the following:
1. **Ownership.** The materials are jointly owned by the County and the City.
 2. **Copyright.** The materials are copyrightable only by the County and the City. Neither the CACVB, the Executive Board, nor any of its members, the Executive Director, any CACVB employee, nor any other person or entity, within the United States or elsewhere, may copyright any materials, in any format, produced in whole or in part pursuant to this Agreement.
 3. **Use.** The County and the City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared by or for the CACVB pursuant to this Agreement.
- B. **Amendments.** This Agreement may be amended in writing as mutually agreed by the County and the City.
- C. **Assignment.** The CACVB shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the County and the City.
- D. **Severability.** If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other part of this Agreement.
- E. **Entire Agreement.** This Agreement contains the entire agreement of the County and the City and supersedes any and all other prior or contemporaneous agreements or understandings, whether verbal or written, with respect to the matters that are the subject of this Agreement.
- F. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.
- G. **Approval Required.** This Agreement shall not become effective or binding upon the County and the City until it is approved by ordinances of the Charlottesville City Council and the Albemarle County Board of Supervisors.

IN WITNESS WHEREOF, and as authorized by duly adopted ordinances of the Albemarle County Board of Supervisors and the Charlottesville City Council, the County and the City each hereby execute this Agreement as of the date first above written, by and through their respective authorized agents or officials:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: 
City Manager

Approved as to Form: 
City Attorney

COUNTY OF ALBEMARLE, VIRGINIA

By: 
County Executive

Approved as to Form: 
County Attorney

Attachment A

A. Services

The CACVB shall perform the following services for the benefit of the County and the City in a satisfactory and proper manner, as they determine:

1. **Meeting Booking and Sales.** The CACVB shall respond to inquiries, provide information to the public, and as part of its convention marketing efforts, shall aggressively promote the bookings and sales of sites within the City and the County for regional, national, and international conventions, trade shows, and corporate meetings.
2. **Convention Services.** The CACVB shall provide customary convention services to those clients who have booked their convention or meeting through the CACVB. All other conventions or meetings will be serviced on an availability basis. The particular services to be provided depend upon the agreement between the CACVB and the meeting planner at the time of booking and other requests, which may be made in the course of servicing the convention or meeting. Customary convention services may include but are not limited to the following:
 - a. Assistance in promoting attendance.
 - b. Visitors guides and appropriate literature.
 - c. Shuttle bus coordination.
 - d. Attraction and itinerary scheduling.
 - e. Dining and restaurant scheduling.
 - f. Bonded registration.
 - g. Tourism information tables.
3. **Tourism.** The CACVB shall promote tourism within the County and the City. Strategies may include but are not limited to: visitor information services; attendance at industry and travel / trade, consumer, planner, hotel and attraction conferences and meetings; and responses to phone inquiries, advertising, public relations, promotions, and packaging. The CACVB will oversee the operation and maintenance of at least one visitor center within the City and at least one visitor center in the County.
4. **Reports.** The CACVB shall advise the County and the City advised of its activities and accomplishments, and shall deliver the following reports:
 - a. The CACVB shall provide to the Parties an annual marketing/ operational plan ("Marketing Plan") submitted annually on or before December 31 each year, which includes at a minimum: situation analysis, measurable expected outcomes, data driven rationale for strategies, and budget reflecting strategies.
 - b. The CACVB shall provide to the Parties quarterly reports of the following: (i) program performance, including a comparison of the CACVB's performance during the quarter with the performance goals set forth in sections B, C and D; and (ii) tracking report of the performance measures listed in section C; and (iii) an expenditures report, accounting for dollars spent for marketing, promotion, publicity, and advertisement, shown by category. The quarterly performance reports shall be submitted to the Parties within 30 days after the end of each quarter that this Agreement is in effect.
 - c. On or before September 1 each year, the CACVB shall provide to the Parties an annual report of the outcome of the contract performance measures for the previous year. The Parties will review the annual

report no later than October 1 and determine compliance with the return on investment. The Parties will provide these findings to the CACVB.

- d. When requested by either or both Parties, the CACVB shall provide statements, records, reports, data, and any other information, pertaining to matters covered by this Agreement.

B. Calculating "Direct Visitor Expenditures"

The term "direct visitor expenditures" shall refer to the following sum:

Group Room Revenue
[[Group Room Nights Booked] x (ADR*)]
plus
[(# of delegates/visitors) x (# days spent in City/ County) x (ADE**)] \$ _____

Leisure Inquiries (consumer and trade)
[(room nights generated) x (ADR*)]
plus
[(# of visitors) x (# days spent in City/County) x (ADE**)] \$ _____

Direct Visitor Expenditures \$ _____

Off Season Adjustment
Add 20% to direct expenditures in off-season (off-season shall be November, December, January and February of each year). \$ _____

Total Direct Visitor Expenditures \$ _____

*ADR = Average Daily Rate (calculated annually by CACVB based on research)
**ADE= Average Daily Expenditure (excluding room rate) (calculated annually by CACVB, based on research, excluding room rate)

C. Performance Measures

Performance Measures shall be utilized to indicate the performance of the CACVB. These measures will be used to calculate the total economic expenditure for inclusion in the formula set forth within paragraph A, above:

Performance Measures	Tracking Mechanisms	Target
1. ROI (total direct expenditures ÷ \$ invested)	ROI Formula	7:1
2. Room nights booked for meeting groups	CACVB tracking, Through Sales Department Software programs	Determined by CACVB via marketing plan Supported by research/rationale
3. Group tour definite bookings	CACVB tracking	Determined by CACVB via marketing plan
4. Leisure inquiries converted (consumer and trade)	Conversion Analysis	
5. Destination awareness (trade and consumer)	Contract with outside resource	Supported by research/rationale
6. Coop Resources Raised (in kind, marketing, alliances)	CACVB tracking	Equal to 25% of total marketing budget
7. Media Coverage (scope, demographics, reach)	Clipping Service	Determined by CACVB
8. Overhead expenditures*	CACVB budget	Reduce by 5% annually toward goal of <30% of total budget

*calculations include Finance and Administration divisions plus support costs for the Executive division

D. Performance Indicators

CACVB will track certain performance indicators to monitor the performance of the local tourism industry, using the method described below.

Performance Indicators	Tracking Mechanisms
1. Economic Impact of Tourism (Annual basis)	Visitor Profile and VTC Statistics
2. Transient Occupancy Tax Collections	City and County Records
3. Occupancy	Smith Travel Research Reports
4. ADR	Smith Travel Research Reports
5. Length of Stay (Annual basis)	Visitor Profile
6. Per-Person expenditure (Annual basis)	Visitor Profile
7. Attraction Attendance	Compilation from Industry Records

Agenda Item No. 18. Closed Meeting.

At 7:20 p.m., Mr. Andrews **moved** that the Board go into a Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia:

- Under Subsection (1), to discuss and consider appointments to the Charlottesville-Albemarle Convention and Visitors' Bureau's Executive 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, Ms. McKeel, Mr. Andrews, and Ms. Price.
NAYS: None.

Agenda Item No. 19. Certify Closed Meeting.

At 7:32 p.m., Mr. Andrews **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, Ms. McKeel, Mr. Andrews, and Ms. Price.
NAYS: None.

Agenda Item No. 20. Boards and Commissions.

Item No. 20.1. Vacancies and Appointments.

Ms. Price **moved** that the Board approve the following appointments:

- **Appoint** Mr. Jay Pun to the Charlottesville-Albemarle Convention & Visitors Bureau Executive Board, as the Food or Beverage representative, with said term to expire December 31, 2023.
- **Appoint** Mr. Russ F. Cronberg to the Charlottesville-Albemarle Convention & Visitors Bureau Executive Board as the Accommodations representative with said term to expire December 31, 2023.
- **Appoint** Supervisor Bea LaPisto-Kirtley to the Charlottesville-Albemarle Convention & Visitors Bureau Executive Board with said term to expire December 31, 2023

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, Ms. McKeel, Mr. Andrews, and Ms. Price.
NAYS: None.

Agenda Item No. 21. From the Board: Committee Reports and Matters Not Listed on the Agenda.

Mr. Gallaway said he and Ms. LaPisto-Kirtley participated as judges in the school division's spelling bee. He said the elementary school spelling bee was held on Tuesday night, and the middle school spelling bee was held on Wednesday night. He said he participated on Wednesday. He said he did not know who won the elementary school contest. He said the winners and the runners up would participate in the regional spelling bee.

Mr. Andrews said he attended the Solid Waste Alternatives Advisory Committee meeting and the Social Services Advisory Committee meeting. He said there would be a presentation from Social Services later in the year.

Ms. Mallek said public comment and a pre-meeting for the two pedestrian bridge choices across Rivanna River was upcoming. She said more information would come through email. She said one location had to be selected to prepare for applications in the fall.

Ms. LaPisto-Kirtley said she and Ms. Price would visit one of the potential sites.

Ms. Mallek suggested that the Board include site visits for members of the public as part of the public hearing process.

Agenda Item No. 22. Adjourn to February 23, 2022, 12:00 p.m., electronic meeting pursuant to Ordinance No. 20-A(16).

At 7:37 p.m., the Board adjourned its meeting to February 23, 2022 at 12:00 p.m., which would be an electronic meeting held pursuant to Ordinance No. 20-A(16), "An Ordinance to Ensure the Continuity of Government During the COVID-19 Disaster." Information on how to participate in the meeting will be posted on the Albemarle County website Board of Supervisors homepage.

Chair

Approved by Board
Date 09/20/2023
Initials CKB