

ACTIONS
Board of Supervisors Meeting of March 18, 2026

March 19, 2026

AGENDA ITEM/ACTION	ASSIGNMENT	VIDEO
<p>1. Call to Order.</p> <ul style="list-style-type: none"> The meeting was called to order at 1:00 p.m. by the Chair, Mr. Gallaway. All BOS members were present. Also present were Jeff Richardson, Andy Herrick, Claudette Borgersen, and Travis Morris. 		Link to Video
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED the final agenda. 		
<p>5. Brief Announcements by Board Members.</p> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Announced that the Ivy Solid Waste and Recycling Center would be hosting special collection days as follows: <ul style="list-style-type: none"> Household Hazardous Waste: April 17 and April 18, 2026. Furniture and Mattresses: April 25, 2026. Household Appliances: May 2, 2026. Tires: May 9, 2026 Announced that the White Hall Ruritans plant sale would be held on April 25, 2026, to raise funds to support the maintenance of the historic White Hall Community Building. Reminded community members to file or renew their real estate tax relief by April 1, 2026. <p><u>Mike Pruitt:</u></p> <ul style="list-style-type: none"> Commented that early voting on the redistricting constitutional amendment was ongoing through April 21, 2026. Mentioned that due to the redistricting amendment, primary votes were not being held on their usual dates; primaries for the House and Senate races would be conducted as early voting from June 18, 2026 to August 1, 2026, with election day on August 4, 2026. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> Reminded the public that the first budget town hall would be held the following evening at 6:00 p.m. at The Center and noted that other town halls were listed on the budget webpage. 		
<p>6. Proclamations and Recognitions.</p> <p>a. Proclamation Recognizing March as Red Cross Month.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED the proclamation and presented to Bill Fisher. 	(Attachment 1)	
<p>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.</p> <ul style="list-style-type: none"> <u>The following individuals spoke regarding item # 10 on the agenda, FY 2027 Operating and Capital Budget:</u> <ul style="list-style-type: none"> Tom Strassburg Janasha Bradford Taylor McLeod Michael Monaco Otis Amory <u>Gary Grant</u>, resident of the Rio District, addressed the Board regarding FY27 Recommended Budget, reassessments, and 		

<p>the 2023 Community Survey.</p> <ul style="list-style-type: none"> • <u>Alicia Lenahan</u>, resident of the Scottsville District, addressed the Board concerning a resolution regarding Immigration and Customs Enforcement (ICE) raids. 		
<p>8.2 Schedule Public Hearing to Consider Amendments to County Code Chapter 1, Article 5, Fee Schedule.</p> <ul style="list-style-type: none"> • SCHEDULED a public hearing to consider the fee changes in the County Code, Chapter 1, Article 5 Fee Schedule. 	<p><u>Clerk</u>: Schedule on future agenda and advertise in the Daily Progress.</p>	
<p>8.3 Rivanna Solid Waste Authority Ivy Materials Utilization Center FY 27 Fees and Charges.</p> <ul style="list-style-type: none"> • ADOPTED resolution to request the proposed adjustments of tipping fees and other charges. 	<p><u>Clerk</u>: Forward copy of signed resolution to FES, Finance and Budget, and County Attorney's office. (Attachment 2)</p>	
<p>8.4 VDOT Project Administration Agreement – Rivanna Futures.</p> <ul style="list-style-type: none"> • ADOPTED Resolution which demonstrates the County's commitment to provide local funding for the Boulders Road Extension project at Rivanna Futures and authorizes the County Executive to execute a Project Administration Agreement with VDOT and related documents on behalf of the County. 	<p><u>Clerk</u>: Forward copy of signed resolution to County Executive's office, Economic Development Office, and County Attorney's office. (Attachment 3)</p> <p><u>County Attorney</u>: Provide Clerk with copy of fully executed agreement. (Attachment 4)</p>	
<p>9. Proposed Projects for Affordable Housing Investment Fund (AHIF) Support.</p> <ul style="list-style-type: none"> • By a vote of 6:0, APPROVED the funding for the recommended projects from the FY 2026 AHIF at the recommended funding levels. 		
<p>10. Work Session: FY 2027 Operating and Capital Budget.</p> <ul style="list-style-type: none"> • HELD. 		
<p>Recess.</p> <ul style="list-style-type: none"> • At 3:40 p.m., the Board recessed and reconvened at 3:51 p.m. 		
<p>Work Session: FY 2027 Operating and Capital Budget. (<i>continued</i>)</p> <ul style="list-style-type: none"> • Motion to consider adopting for advertisement, an additional \$0.01 real estate property tax rate dedicated to the Affordable Housing Investment Fund (AHIF) FAILED by a vote of 3:3 (LaPisto-Kirtley, Mallek, Missel). • Motion to consider adopting an additional \$0.29 personal property tax rate dedicated to the Affordable Housing Investment Fund (AHIF) FAILED by a vote of 3:3 (LaPisto-Kirtley, Mallek, Missel). • Motion to consider an additional \$0.15 on the personal property tax rate entirely dedicated to affordable housing PASSED by a vote of 4:2 (LaPisto-Kirtley, Mallek). • Motion to consider operationally balancing the School Board Funding request at \$307.2M while contributing \$10.5M over two years to the general fund directly into the County CIP FAILED by a vote of 3:3 (LaPisto-Kirtley, Mallek, Gallaway). • Motion to advertise the following rate for public hearing for the 2026 tax year: <ul style="list-style-type: none"> • \$0.894/\$100 of assessed value for real estate, public service property, and manufactured homes; PASSED by a vote of 6:0. • Motion to advertise the following rates for public hearing for the 2026 tax year: 		

<ul style="list-style-type: none"> • \$4.43/\$100 of assessed value for tangible personal property; • \$4.43/\$100 of assessed value for miscellaneous and incidental tangible personal property employed in a trade or business that is not otherwise classified as machinery and tools, merchants' capital, or short-term rental property, and that has an original cost of less than \$500; and • \$4.43/\$100 of assessed value for machinery and tools. <p>PASSED by a vote of 5:1 (LaPisto-Kirtley).</p> <ul style="list-style-type: none"> • By a vote of 6:0, AUTHORIZED staff to advertise for public hearing the FY 27 proposed budget which is the same as the County Executive's Recommended Budget, including any staff recommended changes (and any additional amendment(s) made by the Board of Supervisors). 		
<p>11. Closed Meeting.</p> <ul style="list-style-type: none"> • There was no closed meeting. 		
<p>Non-Agenda: Recess. At 5:29 p.m., the Board recessed and reconvened at 6:01 p.m.</p>		
<p>13. From the County Executive: Report on Matters Not Listed on the Agenda. <u>Jeff Richardson:</u></p> <ul style="list-style-type: none"> • Presented the March Progress Albemarle report. 		
<p>14. Public Comment on: Matters Previously Considered or Currently Pending Before the Board (Other than Scheduled Public Hearings).</p> <ul style="list-style-type: none"> • <u>The following individuals address the Board regarding ICE activities:</u> <ul style="list-style-type: none"> • Susan McCulley • Alicia Lenahan • <u>The following individuals address the Board regarding item # 15 on the agenda, Resolution Authorizing a Bond Issuance and the Issuance of Refunding Bonds:</u> <ul style="list-style-type: none"> • Henry Perritt • Phil Riese • <u>Jennifer Winslow</u>, Jack Jouett Magisterial District resident, addressed the Board regarding funding for the Vinegar Hill Theater. 		
<p>15. Action Item: Resolution Authorizing a Bond Issuance and the Issuance of Refunding Bonds.</p> <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED Resolution authorizing the proposed plan of financing through the EDA. 	<p><u>Clerk:</u> Forward copy of signed resolution to Finance and Budget, and County Attorney's office. (Attachment 5)</p>	
<p>16. <u>Pb. Hrg.: FY 2026 Budget Amendment and Appropriation.</u></p> <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED resolution approving appropriations #2026034; and #2026035 for County government projects and programs. 	<p><u>Clerk:</u> Forward copy of signed resolution to Finance and Budget, and County Attorney's office. (Attachment 6)</p>	
<p>17. <u>Pb. Hrg.: ZMA-2025-00006 Hollymead Town Center, Area C, Block VII and Block IX Amendment.</u></p> <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED ordinance to approve ZMA-2025-00006 Hollymead Town Center Area C Amendment. 	<p><u>Clerk:</u> Forward copy of signed ordinance to Community Development and County Attorney's office. (Attachment 7)</p>	

<p>18. <u>Pb. Hrg.: Conveyance of ACSA Utility Easements on County Parcel 06200-00-00-002C0. Advertised as SUB-2025-00176 Utility Easements Across County-Owned Parcel 06200-00-00-002C0.</u></p> <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED resolution to authorize conveyance of the easements. 	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 8)</p> <p><u>County Attorney:</u> Provide Clerk with copy of executed Deed of Easement. (Attachment 9)</p>	
<p>19. <u>Pb. Hrg.: ZMA202200002 Sieg Property Rezoning.</u></p> <ul style="list-style-type: none"> • By a vote of 5:1 (Missel), ADOPTED ordinance to approve ZMA202200002 Sieg Property Rezoning. 	<p><u>Clerk:</u> Forward copy of signed ordinance to Community Development and County Attorney's office. (Attachments 10-11)</p>	
<p>20. From the Board: Committee Reports and Matters Not Listed on the Agenda. <u>Bea LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> • Reported on her attendance at the Economic Development Authority meeting during which the following items were approved: funding for the United Way and Vision Enterprise Grant Program to support small businesses, and a match for Bellair Farm for a State infrastructure program. <p><u>Sally Duncan:</u></p> <ul style="list-style-type: none"> • Reported that she attended the Chamber's Public Policy meeting the previous Wednesday at which the Charlottesville City Manager presented the City's efforts to address homelessness. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> • Stated that at a recent meeting the Thomas Jefferson Planning District Commission (TJPDC) initiated the executive director's evaluation process. • Commented that he attended his first Albemarle Charlottesville Regional Jail (ACRJ) meeting, where they reviewed the proposed budget and received a project update on the jail renovations. 		
<p>21. Adjourn to April 1, 2026, 1:00 p.m. Lane Auditorium.</p> <ul style="list-style-type: none"> • The meeting was adjourned at 9:23 p.m. 		

ckb/tom

- Attachment 1 – Proclamation Recognizing March as Red Cross Month
- Attachment 2 – Resolution to Request RSWA Change Its Tipping Fees and Other Charges for the IVY MUC
- Attachment 3 – Resolution Approving and Authorizing Execution of Project Admin Agreement for Boulders Road Extension
- Attachment 4 – DRAFT Project Administration Agreement for Boulders Road Extension Project
- Attachment 5 – Resolution Approving Plan to Finance Certain Public Facilities Projects
- Attachment 6 – Resolution to Approve Additional FY 2026 Appropriations
- Attachment 7 – Ordinance No. 26-18(2) ZMA 2025-00006
- Attachment 8 – Resolution Approving the Conveyance of ESMTS to ACSA Across County-owned Parcel 62-2C
- Attachment 9 – **DRAFT** Deed of Easement
- Attachment 10 – Ordinance No. 26-18(3) ZMA 2022-00002
- Attachment 11 – ZMA 2022-00002 Code of Development Dated 11/20/2025

Proclamation Recognizing March as Red Cross Month

WHEREAS, the American Red Cross has provided critical humanitarian services, including disaster relief, health and safety education, blood donation, and support to military families, for over a century; and

WHEREAS, the efforts of the American Red Cross are made possible through the selfless contributions of volunteers, donors, and supporters who give their time, resources, and compassion to help others in need; and

WHEREAS, the American Red Cross continues to embody the values of humanity, impartiality, neutrality, independence, voluntary service, unity, and universality, promoting a world where people are cared for and protected, no matter their circumstances; and

WHEREAS, March 2026 marks the celebration of the Red Cross's longstanding commitment to providing essential services, fostering resilience in communities, and supporting the well-being of individuals across the nation and the globe; and

WHEREAS, by recognizing March as Red Cross Month, we honor the dedication of the countless volunteers, donors, and staff who make the mission of the American Red Cross a reality and inspire others to become involved in these efforts.

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Albemarle County Board of Supervisors, do hereby recognize the month of March 2026 as Red Cross Month in recognition of the invaluable contributions the American Red Cross makes to our communities and the world and observe this month with gratitude, reflection, and an invitation to support the continued success and impact of the American Red Cross's work; and

BE IT FURTHER PROCLAIMED, that we, the Albemarle County Board of Supervisors urge all community members to participate in activities that support the mission of the American Red Cross, whether through volunteering, donating blood, or contributing to disaster relief efforts, as we work together to strengthen our communities and foster a more compassionate world.

Signed this 18th day of March 2026.

**RESOLUTION TO REQUEST THAT THE RIVANNA SOLID WASTE AUTHORITY
CHANGE ITS TIPPING FEES AND OTHER CHARGES FOR THE IVY MATERIAL UTILIZATION
CENTER**

WHEREAS, the May 4, 2016 Amended and Restated Ivy Material Utilization Center (MUC) Programs Agreement between the County of Albemarle and the Rivanna Solid Waste Authority (RSWA) provides that the RSWA shall propose any changes to tipping fees and other charges for use of the Ivy MUC for adoption by the RSWA's Board of Directors as requested by majority vote of the Board of Supervisors; and

WHEREAS, by letter dated December 1, 2025, the RSWA Executed Director has proposed changes to five tipping fees or other charges for the Ivy MUC; and

WHEREAS, the Board of Supervisors finds that it is in the best interest of the County to request that the RSWA adopt the five changes proposed by the RSWA Executive Director.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby requests that the RSWA adopt all changes to tipping fees and other charges for the Ivy MUC that were proposed by letter of the RSWA Executive Director dated December 1, 2025.

BE IT FURTHER RESOLVED that the Albemarle County Board of Supervisors hereby directs the Director of the Facilities and Environmental Services Department to forward a certified copy of this resolution to the Rivanna Solid Waste Authority.

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF PROJECT ADMINISTRATION AGREEMENT FOR BOULDERS ROAD EXTENSION

WHEREAS, the County of Albemarle is a recipient of Virginia Department of Transportation (“VDOT”) funds under the VDOT Transportation Partnership Opportunity Fund (TPOF) and the Economic Development Access Program (EDAP) grant programs for the Boulders Road Extension Project (the “Project”) on the County’s Rivanna Futures property;

WHEREAS, VDOT has presented the County with a proposed Project Administration Agreement to govern construction of the Project; and

WHEREAS, under the proposed Agreement, VDOT requires each locality, by resolution, to demonstrate its commitment to provide local funding for the Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Albemarle hereby re-affirms its commitment to provide local funding for the Project in accordance with the Project’s financial document(s); and

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the County Executive or his designee to execute a Project Administration Agreement and/or addendums and related documents on behalf of the County once such Agreement and/or addendums and related documents have been approved as to form and substance by the County Attorney.

**STANDARD PROJECT ADMINISTRATION AGREEMENT
State-aid Projects**

Project Number	UPC	Local Government
1600-002-067	128683	Albemarle County

THIS AGREEMENT, is hereby made and effective the date of the last (latest) 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."

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

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project and the funding currently allocated or proposed for the Project does not include Federal-aid Highway funds; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the LOCALITY is responsible for administering the Project in accordance with DEPARTMENT guidelines, including the most current *Locally Administered Projects Manual* ("LAP Manual"), and with the program specific requirements shown in Appendix B, based on the nature of the allocated funding for the Project as shown in the Appendix A; and

WHEREAS, the LOCALITY's governing body has by resolution, demonstrated the LOCALITY'S commitment to provide local funding for the Project as contemplated by this Agreement and further, by resolution or otherwise, authorized its designee to execute this Agreement, and said authorizations are attached hereto.

WHEREAS, the Parties have concurred in the LOCALITY's administration of all phases of work for the Project in accordance with applicable federal, state and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:

- a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as expressly required by federal or state laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the DEPARTMENT when the facilities are maintained by the DEPARTMENT.
- b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, all applicable Commonwealth Transportation Board and DEPARTMENT policies, and those additional requirements as identified in Appendices A and B to this Agreement. Noncompliance with this requirement may result in deallocation of the funding from the Project, rescission of state funding match, termination of this Agreement, or the DEPARTMENT denial of future requests to administer projects by the LOCALITY, all of which actions are at the discretion of the DEPARTMENT or as can be taken pursuant to applicable laws, regulations or policies.
- c. Administer the Project in accordance with the DEPARTMENT's most current LAP Manual and other guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- d. Provide timely certification by a LOCALITY official of the LOCALITY'S compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.
- e. Maintain accurate and complete records of the Project's development as required in the LAP Manual and any supplemental guidance and directives of the DEPARTMENT and retain documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the DEPARTMENT'S acceptance of the final voucher on the Project.
- f. At least quarterly, but no more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a summary of all payment requests, payments and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the Commonwealth Transportation Board in the Six Year Improvement Program.
- g. Reimburse the DEPARTMENT for all Project expenses incurred by the DEPARTMENT if, due to action or inaction of the LOCALITY, the Project becomes

ineligible for state reimbursement, or in the event the reimbursement is required by the provisions of § 33.2-214 or § 33.2-331 of the Code of Virginia (1950) as amended, or other applicable provisions of state law or regulations.

- h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
 - i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the Project may result in forfeiture of state-aid reimbursements
 - j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the Project.
3. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals, within a reasonable time, which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. Where applicable, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a. and 3.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
 - e. Upon LOCALITY'S request, make available to the LOCALITY guidelines to assist the Parties in carrying out responsibilities under this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to § 33.2-1011 of the Code of Virginia (1950), as amended.
5. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. State and federal Project funding is limited to those

- identified in the Appendix A of this Agreement and is allocable only upon LOCALITY'S compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in federal or state funding is subject to DEPARTMENT policy and procedures applicable to the funding source and is not guaranteed.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
 7. 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 capacity 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.
 8. 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.
 9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs, 2.g., 2.h, and 3.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.
 10. Prior to any action pursuant to paragraphs 2.b or 2.h of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the LOCALITY'S breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of

the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement or at law or in equity.

11. 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.
12. THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the Project, this Agreement is no longer applicable. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects upon execution of which this Agreement shall be terminated.
13. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors, and assigns.
14. THIS AGREEMENT may be modified only in writing by mutual agreement of the Parties.
15. THIS AGREEMENT may be executed in multiple counterparts by digital or wet signature or a combination thereof. All counterparts together constitute one single, legally binding agreement. Electronic copies of this AGREEMENT, and scanned and transmitted signatures, including those sent as email attachments, shall be considered originals for the purposes of this AGREEMENT.

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IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by their duly authorized representatives, 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:

Signature Date

Title

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:

Signature Date

Chief of Policy, Commonwealth of Virginia, Department of Transportation

- Attachments**
Appendix A
Appendix B

Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
1600-002-067	128683	Albemarle County

SMART SCALE

Administration of this Project, including but not limited to the Project estimate, schedule and commitment to funding, is subject to the requirements established in the Commonwealth Transportation Board’s (CTB’s) most current *Policy for Implementation of the SMART SCALE Project Prioritization Process*, the applicable requirements of the Code of Virginia, and VDOT’s applicable *Instructional and Informational Memoranda*.

Without limiting the foregoing, this Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the Six-Year Improvement Plan (SYIP) as a funding priority unless certain conditions set forth in the CTB’s most current *Policy for Implementation of a Project Prioritization Process* arise. Pursuant to the CTB’s *Policy for Implementation of a Project Prioritization Process*, 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.

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 the localities within the 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.

Transportation Alternatives Program

This Project shall be administered in accordance with VDOT’s most current *Transportation Alternatives Program Guide*.

Without limiting the foregoing, CTB policy for allocations from the Transportation Alternatives Programs requires that the Project must be advertised or otherwise under construction within four years of the initial Project allocation or otherwise be subject to deallocation, unless prior Department approval has been provided.

The DEPARTMENT shall conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act, unless otherwise agreed to in writing and attached to this Agreement. The LOCALITY is responsible for implementing any environmental commitments resulting from the environmental studies. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting

any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental studies and submissions will be provided to the LOCALITY and deducted from the Project funds.

Regional Surface Transportation Program (RSTP)

Allocated Regional Surface Transportation Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Congestion Mitigation Air Quality (CMAQ)

Allocated Congestion Mitigation and Air Quality Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Revenue Sharing

This Project shall be administered in accordance with VDOT's most current *Revenue Sharing Program Guidelines*.

Without limiting the foregoing, the Project shall be initiated such that at least a portion of the Revenue Sharing Funds are expended within one year of allocation. For any project that has not been initiated within one year, the CTB has the discretion to defer consideration of future allocations until the Project moves forward. Further, if the Project has not been initiated within two fiscal years subsequent to the allocation of Revenue Sharing Funds, the Revenue Sharing Funds for the Project may be subject to deallocation from the Project at the discretion of the CTB.

State of Good Repair (SGR) Bridge

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must initiate the Preliminary Engineering or the Construction Phase within 24 months of award of funding or become subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY 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 State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's *State of Good Repair Program Prioritization Process Methodology*, 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 annual State of Good Repair prioritization cycle for the same bridge structure to account for a cost increase on a previously selected Project.

State of Good Repair (SGR) Paving

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must be advertised within twelve months of award funding or be subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY 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 State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's State of Good Repair Program Prioritization Process Methodology, 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 annual State of Good Repair prioritization cycle for the same roadway segment to account for a cost increase on a previously selected Project.

Economic Access

This Project shall be administered in accordance with VDOT's most current *Economic Development Access Program Guide*.

Airport Access

This Project shall be administered in accordance with VDOT's most current *Airport Access Program Guide*.

Recreational Access

This Project shall be administered in accordance with VDOT's most current *Recreational Access Program Guide*.

Highway Safety Improvement Program (HSIP)

Allocated Highway Safety Improvement Program (HSIP) funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Local Funds

All local funds included in Appendix A have been formally committed by the LOCALITY board or council, subject to appropriation.

Authorized Locality Official Signature and Date

**RESOLUTION
AFFIRMING COMMITMENT TO FUND THE LOCALITY SHARE OF PROJECTS
UNDER AGREEMENT WITH THE VIRGINIA DEPARTMENT OF TRANSPORTATION
AND PROVIDE SIGNATURE AUTHORITY**

WHEREAS, the County of Albemarle is a recipient of Virginia Department of Transportation funds under various grant programs for transportation-related projects; and

WHEREAS, the Virginia Department of Transportation requires each locality, by resolution, to provide assurance of its commitment to funding its local share.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Albemarle hereby commits to fund its local share of preliminary engineering, right-of-way, and construction (as applicable) of the project(s) under agreement with the Virginia Department of Transportation in accordance with the project financial document(s); and

BE IT FURTHER RESOLVED that the County Executive, or his designee, is authorized to execute all agreements and/or addenda for any approved projects with the Virginia Department of Transportation.

I, Claudette Borgersen, do hereby certify that the foregoing writing is a true and correct copy of a Resolution duly adopted by the Board of Supervisors of Albemarle County by a vote of six to zero, as recorded below, at a meeting held on April 20, 2022.


Clerk, Board of County Supervisors

	<u>Aye</u>	<u>Nay</u>
Mr. Andrews	<u>Y</u>	___
Mr. Gallaway	<u>Y</u>	___
Ms. LaPisto-Kirtley	<u>Y</u>	___
Ms. Mallek	<u>Y</u>	___
Ms. McKeel	<u>Y</u>	___
Ms. Price	<u>Y</u>	___



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 482-5818
Fax: (804) 786-2940

Agenda item # 6

**RESOLUTION
OF THE
COMMONWEALTH TRANSPORTATION BOARD**

September 17, 2025

MOTION

Made By: Mr. Byers, **Seconded By:** Ms. Sellers
Action: Motion Carried, Unanimously

**Title: Economic Development Access to
Rivanna Futures
Project ECON-002-061 – Albemarle County**

WHEREAS, § 33.2-1509 of the *Code of Virginia* provides funds to “be expended by the Board for constructing, reconstructing, maintaining or improving access roads within localities to economic development sites on which manufacturing, processing, research and development facilities, distribution centers, regional service centers, corporate headquarters, or other establishments that also meet basic employer criteria as determined by the Virginia Economic Development Partnership in consultation with the Virginia Department of Small Business and Supplier Diversity will be built under firm contract or are already constructed ...” and, “in the event there is no such establishment or ... firm contract, a locality may guarantee to the Board by bond or other acceptable device that such will occur and, should no establishment ... acceptable to the Board be constructed or under firm contract within the time limits of the bond, such bond shall be forfeited”; and

WHEREAS, the Commonwealth Transportation Board’s Economic Development Access Fund Policy makes special provision for allocation for Major Employment and Investment (MEI) projects identified by the Virginia Economic Development Partnership, including provision of a separate allocation for the design of plans for a qualifying project; and

Resolution of the Board
Economic Development Access – Rivanna Futures – Albemarle County
September 17, 2025
Page 2 of 2

WHEREAS, Albemarle County by formal resolution has requested Economic Development Access (EDA) Program funds to design an extension of Boulders Road (Route 1600) into the Rivanna Futures sites, and said extension design is estimated to cost approximately \$742,000; and

WHEREAS, it appears that this request falls within the intent of § 33.2-1509 of the *Code of Virginia* and complies with the provisions of the Commonwealth Transportation Board’s EDA Fund Policy and the Economic Development Access Program guide.

NOW, THEREFORE, BE IT RESOLVED, that \$621,000 (\$500,000 unmatched and \$121,000 matched) of the Economic Development, Airport and Rail Access Fund is allocated to design an extension of Boulders Road (Route 1600), Project ECON-002-061, contingent upon:

1. All right of way, environmental assessments and remediation, and utility adjustments being provided at no cost to the Commonwealth; and
2. Execution of an appropriate contractual agreement between Albemarle County (LOCALITY) and the Virginia Department of Transportation (VDOT), to provide for the:
 - a. Plan design of this road construction project; and
 - b. Payment of all ineligible costs, and of any eligible costs in excess of this allocation, from sources other than those administered by VDOT; and
 - c. Provision of the required matching funds, up to \$121,000, by the LOCALITY for appropriately documented eligible project costs; and
 - d. Provision by the LOCALITY of an appropriate bond or other acceptable surety device by the LOCALITY to VDOT, commencing prior to either direct VDOT expenditure of funds or to submission by the LOCALITY to VDOT for reimbursement of LOCALITY expenditures from the Economic Development, Airport and Rail Access Fund, and ending after VDOT approval of the design plans.

####



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1221 East Broad Street
Richmond, Virginia 23219

(804) 482-5818
Fax: (804) 786-2940

Agenda item # 10

**RESOLUTION
OF THE
COMMONWEALTH TRANSPORTATION BOARD**

January 6, 2026

MOTION

Made By: Mr. Byers, **Seconded By:** Ms. Green

Action: Motion Carried, Unanimously

Title: Transportation Partnership Opportunity Fund Allocation to the County of Albemarle for the Boulders Road Improvements Project

WHEREAS, Chapter 847 of the 2005 Acts of Assembly created the Transportation Partnership Opportunity Fund (TPOF) to provide funds to address the transportation aspects of economic development opportunities; and

WHEREAS, Chapter 684 of the 2015 Acts of Assembly and Chapter 1230 of the 2020 Acts of Assembly revised the TPOF, adding components of the Commonwealth Transportation Fund as a funding source and codifying the TPOF as § 33.2-1529.1 of the *Code of Virginia*; and

WHEREAS, Chapters 546 and 547 of the 2023 Acts of Assembly (Acts) amended § 33.2-1529.1, establishing a new statutory process:

1. Authorizing the Governor to direct funds from the TPOF to the Commonwealth Transportation Board (CTB) for transportation projects determined to be necessary to support major economic development initiatives or to enhance the economic development opportunities of the Commonwealth’s transportation programs when recommended by the Secretary of Transportation and the Secretary of Commerce and Trade; and
2. Expanding the uses of the TPOF to allow for property acquisition and new or improved infrastructure to support economic development opportunities of the Commonwealth’s transportation programs; and

Resolution of the Board
TPOF Allocation to the County of Albemarle
January 6, 2026
Page 2 of 3

3. Requiring that if funds directed by the Governor are (i) in excess of \$5 million dollars, the Secretary of Transportation is to submit a report to the Chairmen of the Senate Committee on Finance and Appropriations and the House Committee on Appropriations within 30 days, and (ii) in excess of \$35 million dollars on any one project, the direction shall be submitted for review to the Major Employment and Investment Project Approval Commission for approval; and

WHEREAS, on June 21, 2023, the CTB approved revised TPOF Guidelines and Criteria, incorporating the changes to §33.2-1529.1, as amended by the Acts; and

WHEREAS, Chapter 725 of the 2025 Acts of Assembly further restricts the direction of funds pursuant to § 33.2-1529.1 (C)(2), requiring that amounts in excess of \$20 million dollars for any one project, and any cumulative direction of funds in excess of \$50 million dollars during a biennium, shall be subject to approval by the Major Employment and Investment Project Approval Commission; and

WHEREAS, the Secretary of Transportation and the Secretary of Commerce and Trade have recommended that the Governor direct \$20.0 million from the TPOF to the CTB for allocation to the County of Albemarle (County) for the Boulders Road Improvements Project; and

WHEREAS, the Rivanna Futures Development is the County's vision for solidifying and protecting the long-term viability of Rivanna Station, a sub-installation of Fort Belvoir and for attracting private sector businesses and academic institutions whose presence will be complimentary to the existing missions at Rivanna Station; and

WHEREAS, all access to Rivanna Station exists at a single point of egress where Boulders Road intersects US 29. Rivanna Station needs resiliency measures for expansion and existing businesses need to be able to route personnel and truck traffic from more than one egress during peak periods; and

WHEREAS, the County is proposing extending Boulders Road and looping it back to US 29, which will require approximately 2,300 linear feet of new road construction. The proposed road connection will cross Herring Branch as well as an unnamed intermittent tributary road before connecting with the existing dead-end of Boulders Road near Boulders Court; and

WHEREAS, the Boulders Road Improvement Project will play a key role in achieving the Rivanna Futures vision by creating a second point of egress on US 29 and establishing transportation redundancy not only for the users of Rivanna Station but for potential partners of Rivanna Futures and private sector businesses and academic institutions located on the property purchased by the County for the Rivanna Futures development; and

Resolution of the Board
TPOF Allocation to the County of Albemarle
January 6, 2026
Page 3 of 3

WHEREAS, the total estimated cost of the Project is \$42,000,000 and the County will use the TPOF funds to fund a portion of the Project and has secured the remaining funding for the Project; and

WHEREAS, the Governor has directed \$20.0 million from the TPOF to the CTB for allocation to the County of Albemarle to support this Project.

NOW THEREFORE, BE IT RESOLVED, by the Commonwealth Transportation Board, that the \$20.0 million in TPOF funding directed by the Governor is hereby allocated to the County of Albemarle for the Boulders Road Improvements Project.

BE IT FUTHER RESOLVED, by the Commonwealth Transportation Board, that VDOT shall enter into an agreement with the County of Albemarle, outlining the reimbursement process by which the County will obtain the TPOF funds allocated herein and the County's commitment to construct the Project.

###

RESOLUTION APPROVING A PLAN TO FINANCE CERTAIN PUBLIC FACILITIES PROJECTS AND REFUND CERTAIN PRIOR OBLIGATIONS THROUGH THE ISSUANCE OF ONE OR MORE SERIES OF REVENUE AND REFUNDING BONDS BY THE ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA

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

WHEREAS, the Board of Supervisors (the “County Board”) of Albemarle County, Virginia (the “County”), desires to finance or reimburse, in conjunction with the Authority, the costs of certain projects in the County’s Capital Improvement Plan including (without limitation) capital expenditures related to the following governmental and public purpose categories: (a) County administration, (b) judicial, (c) parks, recreation and cultural, (d) public safety, (e) schools, (f) transportation and (g) solid waste (collectively, the “Series 2026 Project”);

WHEREAS, the County Board desires that the Authority undertake for debt service savings purposes a refunding of all or a portion of the Authority’s outstanding Public Facility Revenue Bonds, (Albemarle County Projects), Series 2015B (the “2015B Bonds”), the proceeds of which were loaned to the County to finance and refinance various public facility projects for the benefit of the County;

WHEREAS, the Authority has previously issued on behalf of the County the Authority’s Public Facility Revenue Notes (Albemarle County Projects), Series 2023B (Federally Taxable) (the “2023B Notes”), to finance the purchase of real property for use by the County for either governmental or economic development purposes;

WHEREAS, the County has since determined to use a portion of the property financed with the 2023B Notes for governmental purposes including park and road improvements and now desires to refund on a long-term tax-exempt basis the portion of the 2023B Notes corresponding to the governmental purposes;

WHEREAS, the County Board desires that the Authority issue one or more series of Public Facility Revenue and Refunding Bonds (Albemarle County Projects) (collectively, the “Bonds”), and use the proceeds thereof to (a) finance or reimburse the costs of the Series 2026 Project, (b) refund all or a portion of the outstanding 2015B Bonds (such refunded portion, the “Refunded 2015B Bonds”), (c) refund a portion of the outstanding 2023B Notes (such refunded portion, the “Refunded 2023B Notes”), (d) pay, if and as desired, interest on the Bonds up to one year following completion of the Series 2026 Project, (e) fund, if and as desired, a reserve fund for the Bonds and (f) pay the related costs of issuance and refunding;

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

WHEREAS, there have been made available at this meeting preliminary forms of the following documents (collectively, the “Documents”) proposed to be used in connection with the issuance and sale of the Bonds (in one or more series):

- (a) a Supplemental Agreement of Trust, supplementing the Agreement of Trust dated as of March 1, 2003, as previously supplemented (collectively, the “Trust Agreement”), all between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”), pursuant to which the Bonds are to be issued and which is to be acknowledged and consented to by the County;
- (b) a Supplemental Financing Agreement (the “Supplemental Financing Agreement”), supplementing a Financing Agreement dated as of March 1, 2003, as previously supplemented (collectively, the “Financing Agreement”), all between the Authority and the County, pursuant to which the Authority will loan the proceeds of the Bonds to the County

and the County will undertake, subject to appropriation, to make payments to the Authority in amounts sufficient to pay the principal of and premium, if any, and interest on the Bonds and certain other related costs;

- (c) a Preliminary Official Statement of the Authority relating to the public offering of the Bonds (the "Preliminary Official Statement"); and
- (d) a Continuing Disclosure Agreement (attached as Appendix F to the Preliminary Official Statement), pursuant to which the County agrees to undertake certain continuing disclosure obligations with respect to the Bonds;

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

1. The County Board hereby finds that the undertaking of the Series 2026 Project and the refunding of the Refunded 2015B Bonds and the Refunded 2023B Notes (together, the "Refunded Bonds") will be in the best interests of the County and its citizens. The County Board hereby requests that the Authority undertake the following plan to issue the Bonds for such purposes. The Authority will issue the Bonds (in one or more series) and use the proceeds thereof to (a) finance or reimburse the costs of the Series 2026 Project, (b) refund the Refunded Bonds, (c) pay, if and as desired, interest on the Bonds for up to one year following completion of the Series 2026 Project, (d) fund, if and as desired, a reserve fund for the Bonds, and (e) pay the related costs of issuance and refunding. Pursuant to the Financing Agreement, the County will undertake to make certain Basic Payments and Additional Payments (each as defined in the Financing Agreement) to the Authority in amounts sufficient to amortize the Bonds, to pay the fees or expenses of the Authority and the Trustee and to pay certain other related costs. The obligation of the Authority to pay principal of and premium, if any, and interest on the Bonds will be limited to the Basic Payments and Additional Payments received from the County. The Bonds will be secured by an assignment of the Basic Payments and certain Additional Payments due under the Financing Agreement, all for the benefit of the holders of the Bonds. The undertaking by the County to make Basic Payments and Additional Payments will be subject to the appropriation by the County Board from time to time of sufficient amounts for such purposes. The plan to issue the Bonds, finance the Series 2026 Project and refund the Refunded Bonds shall contain such additional requirements and provisions as may be approved by the County Executive (the "County Executive," which term as used herein shall also include any Deputy County Executive of the County, the Chief Financial Officer of the County and any person serving in an interim capacity in such roles) and the Chair or Vice-Chair of the Authority.

2. The County Board, while recognizing that it is not empowered to make any binding commitment to make appropriations beyond the current fiscal year, hereby states its intent to make appropriations in future fiscal years in amounts sufficient to make all payments due under the Financing Agreement and hereby recommends that future County Boards do likewise during the term of the Financing Agreement. The County Board hereby confirms that the facilities and purposes of the Series 2026 Project and the prior projects to be refinanced are either essential to the efficient operation of the County or important to the welfare or quality of life of County residents, and the County Board anticipates that such facilities and purposes will continue to be so during the term of the Financing Agreement.

3. The Chair of the County Board and the County Executive, either of whom may act, are hereby authorized and directed to execute the Documents to which the County is a signatory, which shall be in substantially the forms made available at this meeting, which forms are hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officer signing such Documents. Such officer's execution and delivery thereof shall constitute conclusive evidence of such officer's approval of any such completions, omissions, insertions and changes.

4. In making completions to each Supplemental Financing Agreement (which may relate to one or more series of Bonds), the County Executive, in collaboration with Davenport & Company LLC, the County's financial advisor (the "Financial Advisor"), and the Authority, shall provide for Basic Payments and Additional Payments in amounts equivalent to the payments on the Bonds and certain related costs and expenses, which Bonds shall be sold to the purchaser(s) thereof on terms as shall be satisfactory to the County Executive. The County Board consents to the issuance by the Authority of one or more series of Bonds pursuant to the provisions of the Trust Agreement; provided that (a) the aggregate principal amount of all series shall not exceed \$156,545,000, (b) the "true" or "Canadian" interest cost of the Bonds of any series shall not exceed 5.0% (taking into account any original issue discount or premium), (c) the Bonds of any series shall mature or be subject to mandatory sinking fund redemption in installments ending not later than December 31, 2047, (d) the Bonds of any series shall be sold to the purchaser(s) thereof at a price not less than 98% of the aggregate principal amount thereof (without taking into account any original issue discount or premium), (e) the Bonds of any series shall be subject to optional redemption, if at all, at a redemption price not to exceed 102% of their principal amount, and (g) no Bonds may be issued after

December 31, 2026, without further approval by the County Board. The County Executive is also authorized to approve, in collaboration with the Chair or Vice-Chair of the Authority, the timing for the issuance of the Bonds of any series, the aggregate principal amount of each series (subject to the aggregate limit for all Bonds set forth in clause (a)), the maturity schedule (including serial maturities and term maturities for the Bonds) for each series and the redemption provisions for each series, all as the County Executive shall determine to be in the best interests of the County.

5. The County Board hereby approves the following terms of sale for the Bonds of any series:

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

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

(c) If a series of Bonds is sold by competitive sale, the County Executive, in collaboration with the Financial Advisor, is hereby authorized and directed to take all proper steps to advertise such Bonds for sale pursuant to the terms of a notice of sale, the form of which shall be prepared by the Financial Advisor and the County's bond counsel and approved by the County Executive.

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

6. The Preliminary Official Statement in the form made available at this meeting is approved with respect to the information contained therein (excluding information pertaining to the Authority). The County hereby authorizes distribution of the Preliminary Official Statement to prospective purchasers of the Bonds of any series in a form deemed to be "final" (within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule")) as of its date, except for the omission of certain pricing and other information permitted to be omitted pursuant to the Rule and with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the County Executive. Such distribution shall constitute conclusive evidence that the County has deemed the Preliminary Official Statement to be "final" (within the meaning of the Rule) as of its date.

7. The County Executive is hereby authorized and directed to approve such completions, omissions, insertions and other changes to the Preliminary Official Statement that are necessary to reflect the terms of sale of the particular series of Bonds, determined as set forth in Section 4, and the details thereof and that are appropriate to complete it as an official statement in final form (the "Official Statement"), and distribution thereof to the purchaser(s) of such Bonds shall constitute conclusive evidence that the County has deemed the Official Statement "final" (within the meaning of the Rule) as of its date.

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

County shall pay from its legally available general funds any amount required to be rebated to the United States of America pursuant to the Code.

9. The County covenants that during the term of the Financing Agreement it shall not permit the proceeds of any series of Bonds or the facilities financed or refinanced therewith to be used in any manner that would result in (a) 10% or more of such proceeds or facilities being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, provided that no more than 5% of such proceeds may be used in a trade or business unrelated to the County's use of such facilities, (b) 5% or more of such proceeds or facilities being used with respect to any "output facility" (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the County receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on such Bonds from being includable in the gross income for federal income tax purposes of the holders thereof under existing law, the County need not comply with such covenants.

10. Such officers of the County as may be requested by bond counsel for the County are authorized and directed to execute an appropriate certificate setting forth (a) the expected use and investment of the proceeds of the Financing Agreement (derived from the Bonds) in order to show that such expected use and investment will not violate the provisions of Section 148 of the Code and (b) any elections such officers deem desirable regarding rebate of earnings to the United States for purposes of complying with Section 148 of the Code. Such certificate shall be prepared in consultation with bond counsel for the County, and such elections shall be made after consultation with bond counsel.

11. All costs and expenses incurred in connection with the issuance of each series of Bonds, the financing of the Series 2026 Project and the refunding of the Refunded Bonds, including the Authority's fees and expenses and the related fees and expenses of bond counsel, counsel for the Authority, and the Financial Advisor, shall be paid from the proceeds of the particular series of Bonds or other legally available funds of the County. If for any reason any series of Bonds is not issued, it is understood that all such fees and expenses incurred in connection with such series of Bonds shall be paid by the County from its legally available funds and that the Authority shall have no responsibility therefor.

12. The County Board hereby authorizes and directs the County Executive to (a) determine which portions, if any, of the 2015B Bonds and the 2023B Notes shall constitute the Refunded Bonds and when to refund such Refunded Bonds, (b) request that the Authority take all proper steps to call for redemption of the Refunded Bonds and prepare and deliver any notices and correspondence necessary therefor and (c) take such action as may be considered necessary or desirable to assist the Authority in redeeming the Refunded Bonds.

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

14. All other acts of the County Executive and other officers of the County that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of each series of Bonds, the financing of the Series 2026 Project and the refunding of the Refunded Bonds are hereby approved and ratified.

15. This Resolution shall take effect immediately.

**RESOLUTION TO APPROVE
ADDITIONAL FY 2026 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That the FY 26 Budget is amended to increase it by \$38,410,000;
- 2) That Appropriations #2026034 and #2026035 are approved;
- 3) That the appropriations referenced in Paragraph #2, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2026.

**ORDINANCE NO. 26-18(2)
ZMA 2025-00006**

**AN ORDINANCE TO AMEND THE ZONING MAP FOR
PARCELS 032000000041P0 and 032000000041R0**

WHEREAS, Zoning Map Amendment application ZMA 2025-00006 (Hollymead Town Center, Area C, Block VII and Block IX Amendment) was submitted to amend the Code of Development, Application Plan, and Proffers for Parcels 032000000041P0 and 032000000041R0; and

WHEREAS, on October 14, 2025, after a duly noticed public hearing, the Planning Commission recommended approval of ZMA 2025-00006; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Albemarle, Virginia, that upon consideration of the transmittal summary and staff report prepared for ZMA 2025-00006 and their attachments, the information presented at the public hearings, any written comments received, the material and relevant factors in Virginia Code § 15.2-2284 and County Code § 18-25A.1, and for the purposes of public necessity, convenience, general welfare, and good zoning practices, the Board hereby approves ZMA 2025-00006 with the Code of Development prepared by Shimp Engineering, P.C., last revised January 21, 2026, the Application Plan prepared by Shimp Engineering, P.C., last revised August 6, 2025, and the Proffers dated and signed March 5, 2026.

**RESOLUTION APPROVING THE CONVEYANCE OF EASEMENTS TO THE ALBEMARLE COUNTY
SERVICE AUTHORITY
ACROSS COUNTY-OWNED PARCEL 06200-00-00-002C0**

WHEREAS, the County of Albemarle owns Parcel 06200-00-00-002C0 ("Parcel 62-2C"); and

WHEREAS, the developer of Belvedere and the Albemarle County Service Authority (ACSA) have requested that the County convey two sanitary sewer easements across Parcel 62-2C; and

WHEREAS, the requested utility easements are necessary for the development of Phase 4 and Phase 5 of the Belvedere Neighborhood;

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the conveyance of sanitary sewer easements to the ACSA across Parcel 62-2C and authorizes the County Executive to sign any documents needed to effect this conveyance as proposed, once those documents have been approved as to form and substance by the County Attorney.

Tax Map Parcel No.:06200-00-00-002C0
PREPARED BY: Phillip D. Williams (VSB #84616)
Royer Caramanis PLC
200-C Garrett Street
Charlottesville, Virginia 22902

This Deed is exempt from recordation taxes and fees pursuant to §§58.1-811 (A) (3) and 17.1-266, respectively, of the Code of Virginia (1950) as amended and the Constitution of Virginia, Article X, Section 6 (a) (1).

This **DEED OF EASEMENT**, made as of this _____ day of _____, 2026 by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (“**Grantor**”), and the **ALBEMARLE COUNTY SERVICE AUTHORITY** (the “**ACSA**”), whose address is 168 Spotnap Road, Charlottesville, Virginia 22911, Grantee.

WITNESSETH:

WHEREAS Grantor is the owner of real property located in Albemarle County, Virginia, acquired by deed of dedication, dated March 24, 2020, and recorded in the Clerk’s Office of the Circuit Court of Albemarle County (the “Clerk’s Office”) as Instrument No. 202000004353;

WHEREAS Grantor has agreed to grant to the ACSA permanent utility easements to construct, install, operate, maintain, repair, replace, relocate, and extend water lines and sewer lines and any appurtenances thereto. These easements are shown on the plat prepared by Roudabush, Gale & Assoc., Inc. attached hereto and recorded herewith entitled “Plat Showing a New ACSA Utility Easement on Tax Map 62 Parcel 2C for Belvedere Subdivision Rio Magisterial District, Albemarle County, VA”, dated August 6, 2025, last revised December 18, 2025, and (the “Plat”).

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt of all of which is hereby acknowledged, the Grantor does hereby **GRANT** and **CONVEY** with **GENERAL WARRANTY** and **ENGLISH COVENANTS** of **TITLE** unto the ACSA, its successors and assigns, perpetual rights of way and

utility easements to construct, install, operate, maintain, inspect, protect, repair, replace, relocate, remove, change the size of and extend (i) water lines consisting of pipes, equipment, and appurtenances to such pipes and equipment, and (ii) sewer lines consisting of pipes, equipment, and appurtenances to such pipes and equipment, over, under and across the real property of the Grantor located in Albemarle County, Virginia, and to access any other adjacent easement held by the ACSA, the location of the easements hereby granted and the boundaries of the property being more particularly described on the Plat as "New ACSA Utility Easement - 25' Wide Hereby Dedicated to the ACSA, 689 SF" and "New ACSA Utility Easement - 25' Wide Hereby Dedicated to the ACSA, 973 SF" (the "Easements"); PROVIDED HOWEVER, that it is expressly understood and agreed that the ACSA shall not be deemed to have accepted the conveyances set forth hereinabove until such time as the same shall have been evidenced by the affirmative acceptance thereof in accordance with the usual and customary practices of the ACSA.

Reference is made to the Plat for the exact location and dimension of the Easements hereby granted and the property over which the same crosses.

As part of the Easements, the ACSA shall have the right to enter upon the above-described property within the Easements for the purpose of installing, constructing, operating, maintaining, inspecting, protecting, repairing, replacing, relocating, removing, changing the size of and extending the water lines and the sewer lines, and appurtenances thereto, within such Easements, and the right of ingress and egress thereto as reasonably necessary to construct, install, operate, maintain, inspect, protect, repair, replace, relocate, remove, change the size of and extend such water lines and sewer lines within the Easements. If the ACSA decides in its sole discretion that it is unable reasonably to exercise the right of ingress and egress over the right-of-way, the ACSA shall have the right of ingress and egress over the adjacent property of Grantor.

Whenever it is necessary to excavate earth within the Easements, the ACSA agrees to backfill such excavation in a proper and workmanlike manner so as to restore surface conditions as nearly as practicable to the same condition as prior to excavation, including restoration of such paved surfaces as may be damaged or disturbed as part of such excavation; provided, however, that the ACSA shall have no obligation to restore permeable pavers, stamped concrete, or similar surfaces within the Easements.

Grantor, its successors or assigns, agrees that no trees, shrubbery, fences, structures, buildings, over-hangs or other improvements or obstructions shall be placed within the Easements conveyed herein.

The Easements provided for herein shall include the right of the ACSA to trim, cut, and remove any trees, shrubbery, fences, structures, buildings, over-hangs or other improvements or obstructions and take other similar action reasonably necessary to provide economical and safe water line and sewer line construction, installation, operation, maintenance, inspection, protection, repair, replacement, relocation, removal, and extension. The ACSA shall have no responsibility to the Grantor, its successors or assigns, to replace or reimburse the cost of said trees, shrubbery, fences, structures, buildings, over-hangs or other improvements or obstructions that are removed or otherwise damaged.

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

WITNESS the following duly authorized signature and seal:

GRANTOR:

_____(SEAL)
Jeffrey B. Richardson, County Executive

STATE OF VIRGINIA
COUNTY/CITY OF _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2026, by Jeffrey B. Richardson, County Executive, on behalf of the County of Albemarle.

My Commission Expires: _____

Notary Public

Approved As To Form:

By: _____
County Attorney

ROUDABUSH, GALE & ASSOC., INC.
 A PROFESSIONAL CORPORATION
 SERVING VIRGINIA SINCE 1956
 669 SECOND ST SE
 CHARLOTTEVILLE, VA 22902
 PHONE 540-977-0205 WWW.ROUDABUSH.COM

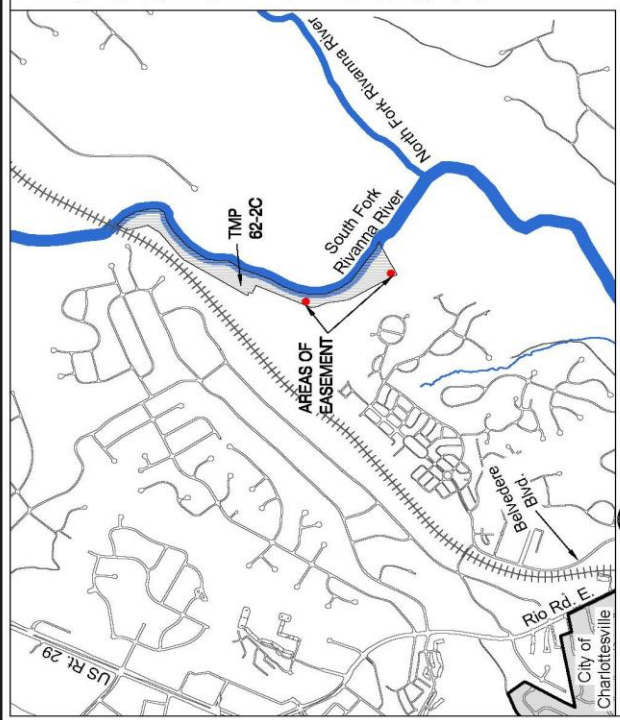
DATE:	08-06-2025	SCALE:	N/A
REV.:	12-10-2025	JOB:	8438
REV.:	12-18-2026	FILE:	KWINTERS

REVIEW COPY

PLAT SHOWING A NEW
 ACSA UTILITY EASEMENT ON
 TAX MAP 62 PARCEL 2C FOR
 BELVEDERE SUBDIVISION,
 RIO MAGISTERIAL DISTRICT,
 ALBEMARLE COUNTY, VA
 COVER SHEET

V1
 SHEET:
 OF 03

- NOTES:**
- THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY SHOWN HEREON.
 - ALL DEED AND PLAT REFERENCES SHOWN ARE RECORDED IN THE OFFICE OF THE ALBEMARLE COUNTY CIRCUIT COURT CLERK.
 - THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY USING MONUMENTS FOUND TO EXIST AT THE TIME OF SURVEY. THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN, SUBJECT TO NOTE 1.
 - THE PORTION OF TMP 62-2C SHOWN ON THIS PLAT FALLS ENTIRELY WITHIN FLOOD HAZARD ZONE "AE" FOR A 100-YEAR FLOOD. THESE DETERMINATIONS ARE AS SHOWN ON FEMA MAP NO. 51003C0279D, EFFECTIVE DATE 2/4/2005 AND HAVE BEEN MADE BY GRAPHIC METHODS; NO ELEVATION STUDY HAS BEEN PERFORMED AS A PORTION OF THIS PROJECT.
 - TMP 62-2C IS ZONED NMD (NEIGHBORHOOD MODEL DISTRICT) AND IS PROFFERED (ZMA 200400007, ZMA201800007). ENTIRE PORTION SHOWN ON THIS PLAT FALLS WITHIN THE FLOOD HAZARD OVERLAY DISTRICT, AND CONTAINS AREAS OF PRESERVED STEEP SLOPES.
 - PER CURRENT GIS, SUBJECT PROPERTY DOES NOT LIE WITHIN AN AGRICULTURAL / FORESTAL DISTRICT NOR DOES IT LIE WITHIN A WATER SUPPLY PROTECTION AREA.
 - PER CURRENT GIS, THE PORTION OF TMP 62-2C SHOWN ON THIS PLAT LIES ENTIRELY WITHIN THE STATE DAM BREAK INUNDATION ZONE.
 - NO EVIDENCE OF GRAVES OR BURIAL SITES ON THE SUBJECT PROPERTY NO EVIDENCE OF GRAVES OR BURIAL SITES ON THE SUBJECT PROPERTY WERE OBSERVED AT THE TIME OF SURVEY.
 - SUBJECT PARCEL IS SERVED BY PUBLIC WATER SUPPLY AND PUBLIC SEWER SYSTEM.
 - THE STREAM BUFFER(S) SHOWN HEREON SHALL BE MANAGED IN ACCORDANCE WITH THE ALBEMARLE COUNTY WATER PROTECTION ORDINANCE.



STATEMENT OF CONSENT

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND, KNOWN AS PARCEL ID NUMBER 062000000002C0 PER CURRENT COUNTY RECORDS, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

COUNTY OF ALBEMARLE (AUTHORIZED REPRESENTATIVE)
 401 MCINTIRE RD.
 CHARLOTTESVILLE, VA 22902-4596

COMMONWEALTH OF VIRGINIA, COUNTY (OR CITY) OF _____
 NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF VIRGINIA, AND COUNTY (OR CITY) AFORESAID, DO CERTIFY THAT

_____ WHOSE NAME (OR NAMES) IS (OR ARE) SIGNED TO THE WRITING ABOVE, BEARING DATE ON THE _____ DAY OF _____ HAS (OR HAVE) ACKNOWLEDGED THE SAME BEFORE ME IN MY COUNTY (OR CITY) AFORESAID. GIVEN UNDER MY HAND THIS _____ DAY OF _____ 20____.

SIGNATURE OF NOTARY PUBLIC _____
 REG. NO.: _____
 MY COMMISSION EXPIRES: _____

SHEET INDEX

- V1 COVER SHEET
- V2 NEW UTILITY EASEMENT
- V3 NEW UTILITY EASEMENT

COUNTY APPROVAL

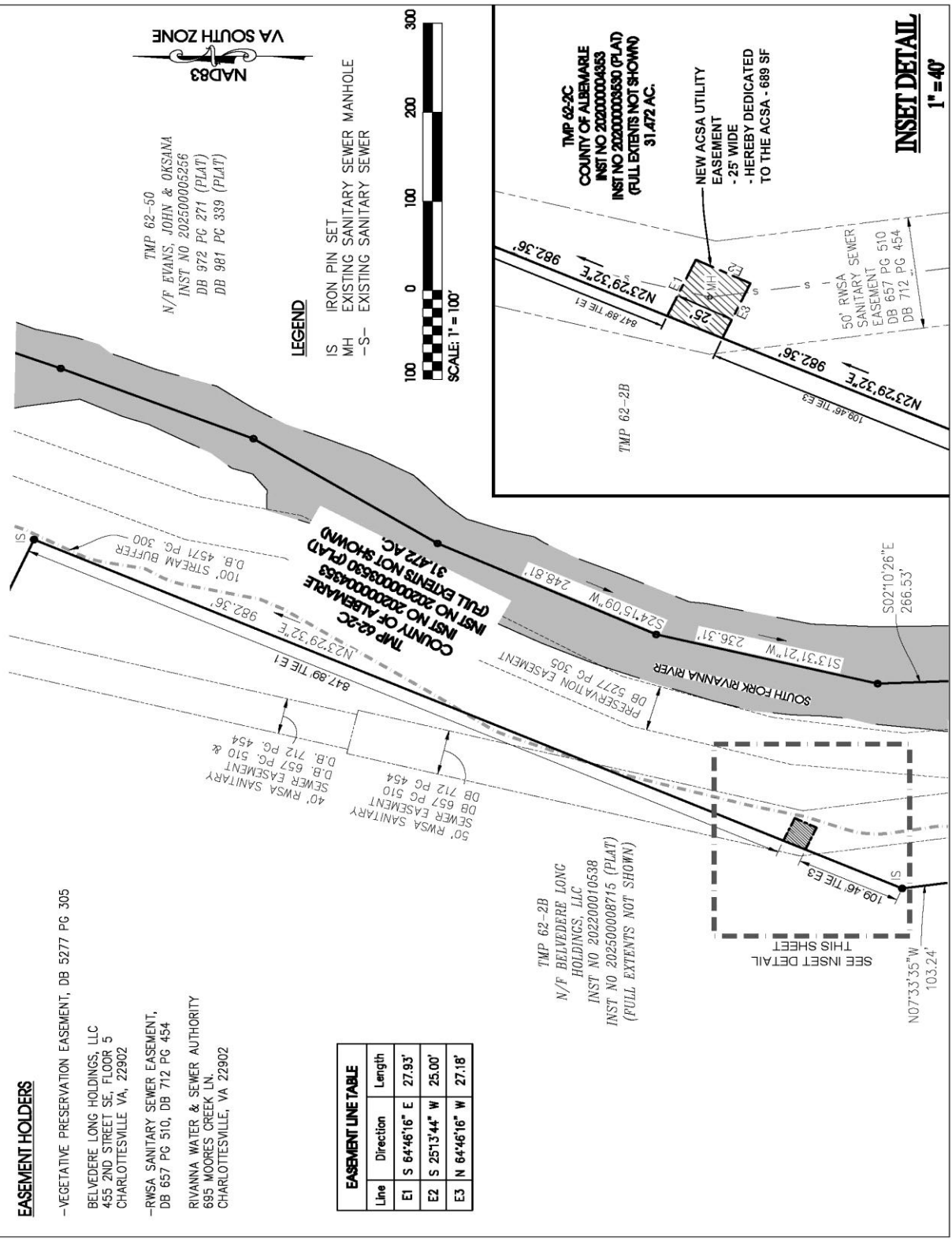
AGENT FOR THE BOARD OF SUPERVISORS _____ DATE _____

DATE: 08-06-2025
 SCALE: VARIES
 REV.: 12-10-2025
 JOB: 8438
 REV.: 12-18-2026
 FILE: KWINTERS
 PHONE: 434.877.4005
 WWW.ROUDABUSH.COM
 666 SECOND ST SE
 CHARLOTTESVILLE, VA 22902
 A PROFESSIONAL CORPORATION
 SERVING VIRGINIA SINCE 1956
ROUDABUSH, GALE & ASSOC., INC.

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PLAT SHOWING A NEW
 ACSA UTILITY EASEMENT ON
 TAX MAP 62 PARCEL 2C FOR
 BELVEDERE SUBDIVISION
 RIO MAGISTERIAL DISTRICT,
 ALBEMARLE COUNTY, VA
 NEW UTILITY EASEMENT

SHEET: **V2** OF 03



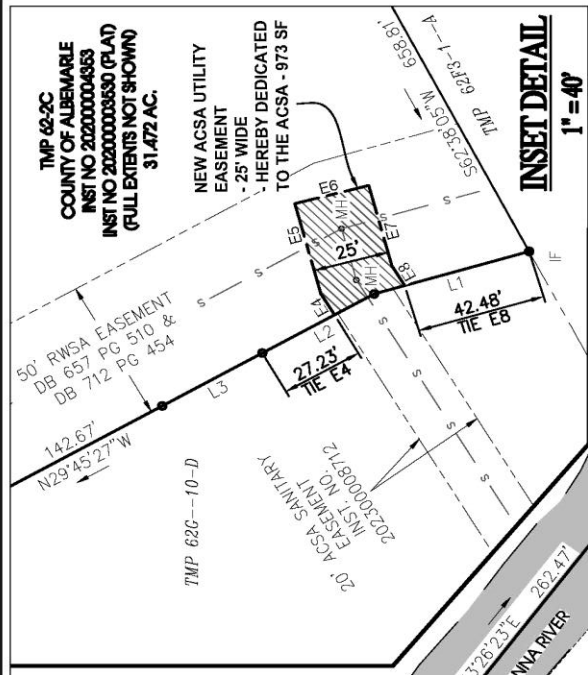
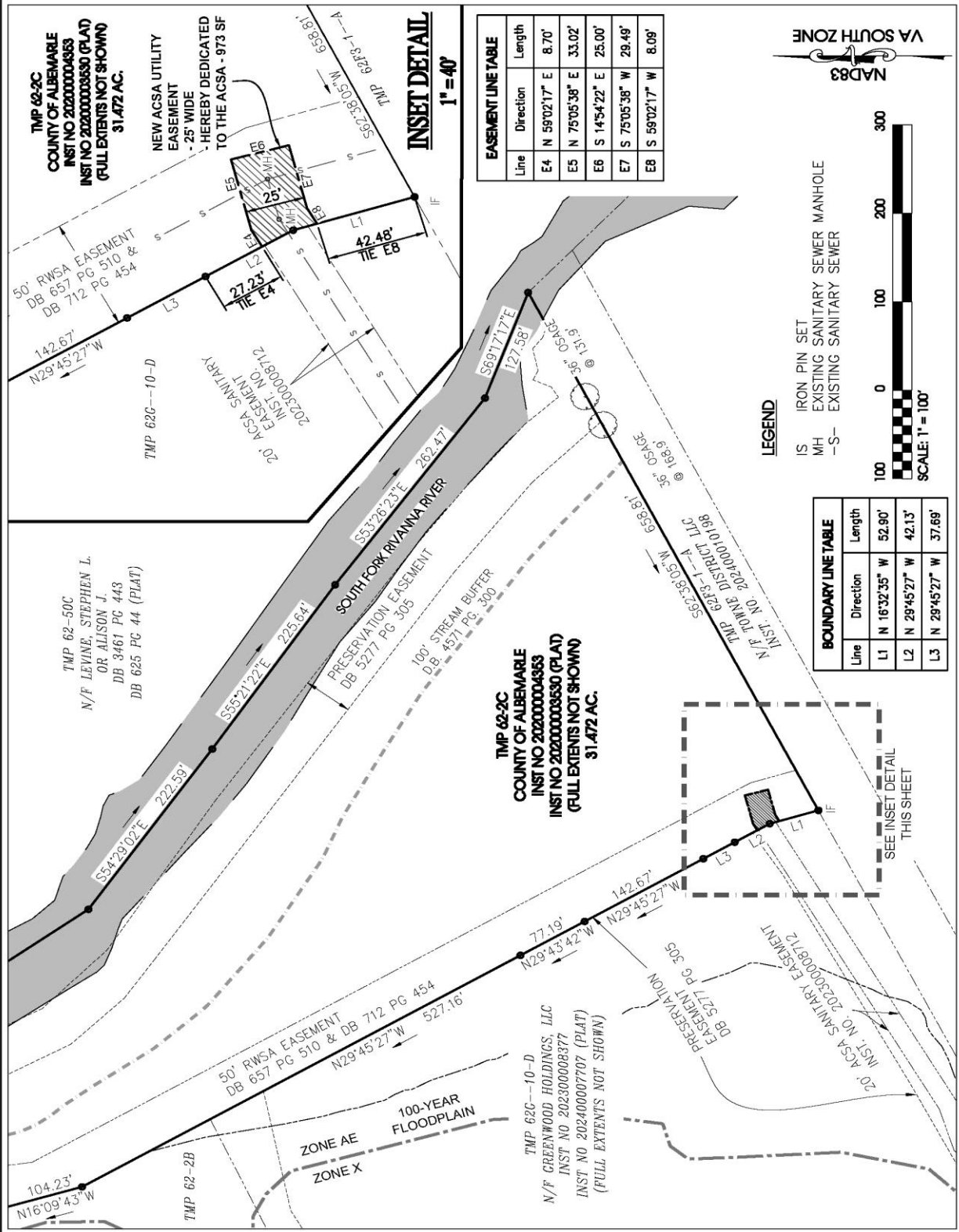
ROUDABUSH, GALE & ASSOC., INC.
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 666 SECOND ST SE
 CHARLOTTESVILLE, VA 22902
 PHONE 434/877-0205 WWW.ROUDABUSH.COM

DATE:	08-06-2025	SCALE:	VARIABLES
REV.:	12-10-2025	FILE:	KWINTERS
REV.:	12-18-2026	JOB:	8438

REVIEW COPY

PLAT SHOWING A NEW
 ACSA UTILITY EASEMENT ON
 TAX MAP 62 PARCEL 2C FOR
 BELVEDERE SUBDIVISION
 RIO MAESTRAL DISTRICT,
 ALBEMARLE COUNTY, VA
 NEW UTILITY EASEMENT

SHEET: **V3** OF 03



EASEMENT LINE TABLE

Line	Direction	Length
E4	N 59°02'17" E	8.70'
E5	N 75°05'38" E	33.02'
E6	S 14°54'22" E	25.00'
E7	S 75°05'38" W	29.49'
E8	S 59°02'17" W	8.09'

NAD83
 VA SOUTH ZONE

LEGEND
 IS IRON PIN SET
 MH EXISTING SANITARY SEWER MANHOLE
 -S- EXISTING SANITARY SEWER

SCALE: 1" = 100'
 0 100 200 300

BOUNDARY LINE TABLE

Line	Direction	Length
L1	N 16°32'35" W	52.90'
L2	N 29°45'27" W	42.13'
L3	N 29°45'27" W	37.69'

TMP 62-2C
 COUNTY OF ALBEMARLE
 INST NO 202000003630 (PLAT)
 (FULL EXTENTS NOT SHOWN)
 31.472 AC.

TMP 62-50C
 N/F LEVINE, STEPHEN L.
 OR ALISON J.
 DB 3461 PG 443
 DB 625 PG 44 (PLAT)

TMP 62-10-D
 N/F GREENWOOD HOLDINGS, LLC
 INST NO 202300008377
 INST NO 202400007707 (PLAT)
 (FULL EXTENTS NOT SHOWN)

TMP 62-2B
 N/F LEVINE, STEPHEN L.
 OR ALISON J.
 DB 3461 PG 443
 DB 625 PG 44 (PLAT)

TMP 62-1-A
 N/F TOWNE DISTRICT, LLC
 INST NO 202400010198

50' RWSA EASEMENT DB 657 PG 510 & DB 712 PG 454
 20' ACSA SANITARY EASEMENT INST. NO. 202300008712
 PRESERVATION EASEMENT DB 5277 PG 305
 100' STREAM BUFFER D.B. 4571 PG. 300
 SOUTH FORK RIVANNA RIVER
 100-YEAR FLOODPLAIN
 ZONE AE
 ZONE X

SEE INSET DETAIL THIS SHEET

**ORDINANCE NO. 26-18(3)
ZMA 2022-00002**

**AN ORDINANCE TO AMEND THE ZONING MAP FOR
PARCELS 07500000005300, 07500000005400, 075000000054A0, 07500000005500,
075000000055C0, 07500000005600**

WHEREAS, Zoning Map Amendment application ZMA2022-00002 (Sieg Property Rezoning) was submitted to rezone Parcels 07500000005300, 07500000005400, 075000000054A0, 07500000005500, 075000000055C0, and 07500000005600 from R1-Residential and Highway Commercial (HC) to Neighborhood Model District (NMD); and

WHEREAS, on December 16, 2025, after a duly noticed public hearing, the Planning Commission recommended approval of ZMA 2022-00002;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Albemarle, Virginia, that upon consideration of the transmittal summary and staff report prepared for ZMA 2022-00002 and their attachments, the information presented at the public hearings, any written comments received, the material and relevant factors in *Virginia Code* § 15.2-2284 and *County Code* § 18-20A.1, and for the purposes of public necessity, convenience, general welfare, and good zoning practices, the Board hereby approves ZMA 2022-00002 (Sieg Property Rezoning) with the Code of Development prepared by Riverbend Development, last revised November 20, 2025.

SIEG PROPERTY NEIGHBORHOOD MODEL



ZONING MAP AMENDMENT ZMA 2022-02 CODE OF DEVELOPMENT

Revision Date: 11/20/2025

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1. INTRODUCTION

1.1 Purpose and Intent

In accordance with the requirements of the Neighborhood Model District (“NMD”) and the regulations contained in 18.20A.5 of the Albemarle County Zoning Ordinance (the “Zoning Ordinance”), this “Code of Development”, together with the General Development Application Plan, entitled “Sieg Zoning Map Amendment Plan” (“Application Plan”), shall serve as the guidelines and regulations for the development of the Sieg Properties (the “Property” and the “Development”). The Property includes Tax Map Parcels: 75-53, 75- 56, 75-54A, 75-54, 75-55, 75-55C, and existing Gold Eagle Drive right of way. See Table 1.

The intent of the Code of Development and Application Plan is to provide a framework for the development of the Property that is in accordance with the principles of the Neighborhood Model, Albemarle County Comprehensive Plan, and Albemarle County Zoning regulations, while allowing for maximum flexibility and creativity in the establishment of the Application Plan, mixture of uses, building locations, street networks, densities within the Property, and overall design of the project.

1.2 Existing Conditions

The Property, as shown on the Regional Context Map in Figure 1 of the Code of Development (COD) is located within the Southern + Western Neighborhoods section of Albemarle County. The Property, totaling 62.46 +/- acres and consisting of (6) parcels and existing VDOT right of way, was surveyed by Draper Aden in 2006 and Lincoln Surveying in October, 2008. The Property survey has also been included on the application materials. Table 1 of the COD includes the existing property information on the 6 parcels. The Property is bordered by Interstate 64, Route 29, and the Sweetspot properties. The surrounding areas and adjacent property owners are shown on the existing conditions sheet in the application plan.

The current zoning of the (6) parcels within the Property is R-1 (Residential) and HC (Highway Commercial) zoning. The topography of the Property is primarily rolling terrain, with a stream corridor along the Route 29 frontage of the Property. Figure 2 in the COD illustrates the environmentally sensitive areas on the Property, including the floodplain along Route 29 and the sensitive steep slopes on the Property, both managed and preserved, as identified by Albemarle County.

The Property also includes the existing right-of-way of Gold Eagle Drive within the rezoning, which also provides access to the existing distributorship that is adjacent to the development site. The existing distributorship parcel, identified as 07500-00-00-055D0 and owned by Virginia Eagle Properties LLC, is not being rezoned, but will utilize the transportation network that is contemplated in this rezoning. Transportation improvements that are interior to the site, will

be phased as shown in Figure 9. The rezoning application includes the existing Gold Eagle Drive right-of-way, as the road network is being altered to improve the site access. Site access will be provided from Route 29, with modifications that convert the existing Gold Eagle Drive to right-in right-out only. A second primary access to the site will be provided further south, with the inclusion of a conventional signalized intersection. All off-site transportation improvements are detailed within the Transportation Impact Assessment, by Gorove Slade, updated September 2023 and within the Application Plan and Code of Development.

Table 1: Existing Parcel Information

TMP	Owner	Owner Address	Acreage	Current Zoning
75-53	RBD Gold Eagle, LLC	455 2 nd Street SE, 5 th Floor, Charlottesville, VA 22902	43.813	R-1
75-56	THE PINES GROUP	PO BOX 1467 CHARLOTTESVILLE, VA 22902	10.795	HC
75-54A	RBD Gold Eagle, LLC	455 2 nd Street SE, 5 th Floor, Charlottesville, VA 22902	1.484	HC
75-54	THE PINES GROUP	PO BOX 1467 CHARLOTTESVILLE, VA 22902	1.502	HC
75-55	J W SIEG & COMPANY INC	1180 SEMINOLE TRAIL SUITE 290 CHARLOTTESVILLE VA, 22901	2.2694	HC
75-55C	J W SIEG & COMPANY INC	1180 SEMINOLE TRAIL SUITE 290 CHARLOTTESVILLE VA, 22901	0.90	HC
Ex. Gold Eagle r/w	VDOT Right of Way		1.70	N/A
			62.46+/-	



FIGURE 1: PROPERTY CONTEXT MAP

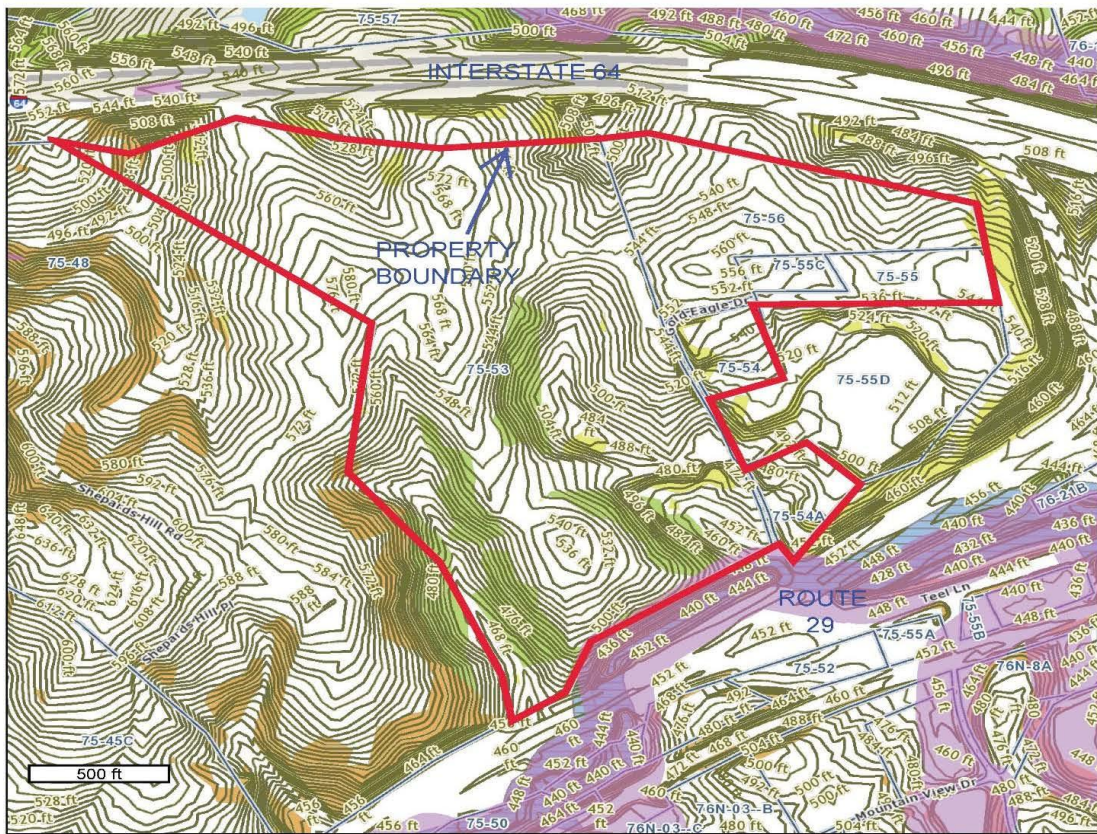


FIGURE 2: CRITICAL RESOURCES MAP

2. CODE OF DEVELOPMENT

2.1 Application Plan

The Application Plan lays out the framework for the development of the Property, while incorporating the flexibility necessary to adapt to changing needs in the future. The Application Plan illustrates the Development areas, Green Space, Trails, and Buffer areas all within the Property, along with the environmentally sensitive areas that will remain undisturbed. The Application Plan also shows the proposed alignment of the major roads through the Property, and the connections to the adjacent properties and existing roads. Other key features of the development are shown in the Application Plan, such as proposed civic spaces and other elements of the rezoning.

2.2 Land Use by Block

The Application Plan has been segmented into 6 blocks, based on existing site conditions of the Property. The blocks are classified into two different land use districts, which derive from the Comprehensive Plan recommendations for the Property, with the included delineation of areas that are more residential in character. The two land use districts are: Regional Mixed Use, and Urban Density Residential. In accordance with the Southern + Western Neighborhoods recommendations, the Property includes ample area for more commercially focused Regional Mixed Use Service Center, while incorporating residential uses on areas of the site with topography that is not conducive to larger commercial pads. The Regional Mixed Use Service Center will be the heart of the development with a combination of retail, commercial, residential, and community spaces. The Urban Density Residential area provides a transition from the Regional Mixed Use Service Center to the surrounding areas, and provides a mix of residential types of housing, and other uses and amenities. A summary of the Land Use Areas can be found on Table 2. The Land Use Table lists the total acreage of each block along with the acreage in each block that is included as development area and Green space/Amenities. The Green space areas include the Trails, Buffer, and Park areas. Over 20% of the Property will be included within the Green space areas.

Block sizes are flexible in size and may adjust as the site plans and subdivision plats are developed and finalized; however, all the requirements of this Code of Development and County Ordinances must be met for each block. The proposed density of each block will be determined by both the acreage and land use of the block. No block size shall be modified more than twenty percent (20%) of the gross land area listed in Table 2 of the Code of Development. Figure 3 in the Code of Development provides the location of the development blocks within the Development and identifies the land uses for each block.

Figure 4 depicts an illustrative plan showing a potential road configuration. This plan is conceptual and is intended only to show potentially how the Property can be developed under the guidelines set forth within the Code of Development, but is not binding.

Table 2: Land Use Areas

Land Use District	Block	Area (ac)	Development Area (Roads, Lots, Buildings, Parking lots)	Green Space/ Amenities (ac)		
				Civic / Parks	Green Space/ Buffers	Total Green Space
Regional Mixed Use	1	9.02	5.87	0.00	3.15	3.15
Regional Mixed Use	2	4.35	3.70	0.00	0.65	0.65
Regional Mixed Use	3	8.44	6.84	0.50	1.10	1.60
Regional Mixed Use	4	20.90	18.60	0.00	2.30	2.30
Urban Density Residential	5	13.20	10.40	0.80	2.00	2.80
Urban Density Residential	6	6.55	4.50	0.00	2.05	2.05
TOTAL		62.46+/-	49.91 (79.9%)	1.30 (2.1%)	11.25 (18.0%)	12.55 (20.1%)

Notes:

1. The development areas and Green space areas may change within each block; however, the total minimum Green space/Amenities area will be met throughout the development.
2. Additional Green space may be added or expanded during the design phases to allow for additional area to accommodate utilities, stormwater management, recreational areas, and erosion control measures as necessary for the development. Also, see section 18.2.4 of the Code for additional specific requirements for the proposed Green space/Amenities within the development.
3. No block size shall be modified more than 20% of the gross land area as listed in this Table 2.
4. The civic space detailed within Block 3 on this chart may be shifted into Block 4, based on the final development of the blocks. The minimum size of the civic park must be maintained, regardless which block the civic space is constructed.

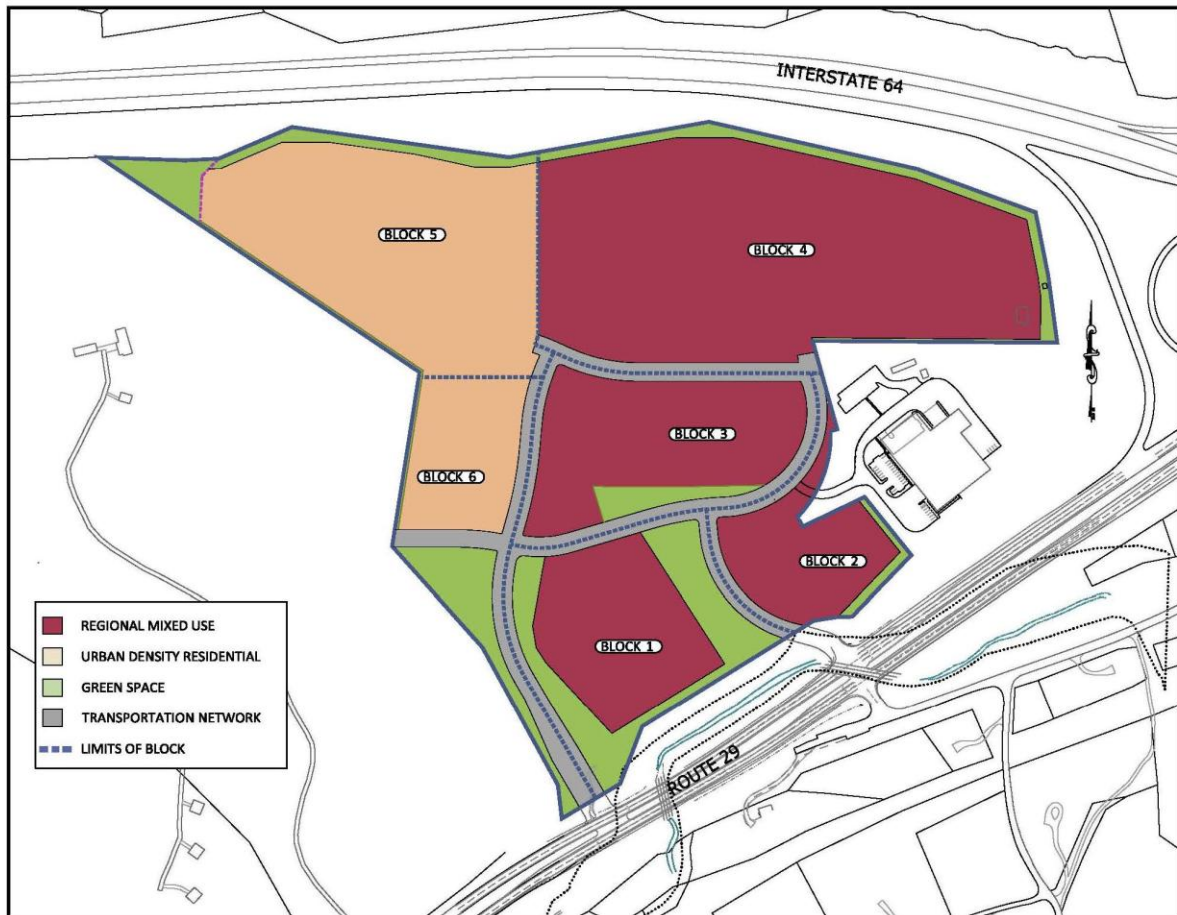


FIGURE 3: PROPOSED LAND USE DIAGRAM



FIGURE 4 : ILLUSTRATIVE CONCEPTUAL PLAN

(Note: This plan is conceptual only. The final build-out shall be determined by the allowable uses and densities noted in the Code of Development)

2.2.1 Regional Mixed-Use Category

Pursuant to Figure 3, The Proposed Land Use Diagram, many areas of the Development are designated for a flexible mix of residential and commercial uses with characteristics of a regional mixed-use area, while also allowing residential uses. The areas of the diagram labeled Regional Mixed Use are primarily intended to be commercial.

The more purely commercial areas of the Development will be located within and around the central commercial hub of the project, or Blocks 2 and 3, as shown on the Application Plan. Retail uses are situated closer to Route 29, for more convenient access, while office uses are further back into the site while also being convenient to the centralized hub of activity. The entrances into the community, perpendicular to Route 29, create and provide access to the centralized hub of activity, a vibrant center where residents, employees, visitors, and shoppers may interact within civic spaces and community areas to create the center of the community.

Table 3: Characteristics of the Regional Mixed-Use Category

Characteristic	Description	Notes
Block Size	N/A	Block lengths based on site design and development area
Civic Space	Public space for outdoor events, meetings, & gatherings (minimum 0.50 acre civic space in Block 3 or Block 4	Outdoor meeting/plaza area, clubhouse, public green space, and/or recreation areas - See Section 2.6.3 of the COD for details
Bicycle Racks	Minimum 1 bike rack space per 5000 sf of retail space	Bike racks shall be distributed throughout the Regional Mixed-Use Center
Uses	Non-residential and residential uses allowed within the blocks	See Table 7 for minimum and maximum uses within Blocks 1-4
Relegated Parking	Parking shall be relegated and/or screened from the public streets by buildings or landscape	See Section 2.11 of the COD for details on the Relegated Parking
Lot Regulations	See Table 8 of the COD	
Building Regulations	See Table 8 of the COD	
Ancillary Uses	Rest homes, assisted living facilities, nursing homes, convalescent homes, recreational areas, health clubs, community space, homestay, and hotels	Non-residential uses that will complement the residential, mixed use, retail, and office uses within the Regional Mixed-Use Center

2.2.2 Urban Density Residential

Beyond the commercial and community hub shall be an Urban Density residential area, providing varied residential options adjacent to the Regional Mixed-Use areas. The Urban Density land use districts within the Development are designed to tuck into the rear area of the site, creating an attractive streetscape while also providing civic areas geared towards residents. This Urban Density area shall also serve as a transition from the central hub of activity to the R-1 zoning areas that are adjacent to the site. Although some non-residential uses shall be allowed within these blocks, the primary land use will be residential. The Urban Density Residential designation applies to Block 5 & Block 6. Note that residential uses, as allowed within this Land Use, are also allowed within the Regional Mixed-Use Category.

Table 4: Characteristics of the Urban Density Residential Category

Characteristic	Description	Notes
Block Size	N/A	Block lengths based on site design and development area
Civic Space	Minimum of 0.80 acres minimum	Outdoor public plaza/meeting areas, clubhouse, and Recreational Amenities— See Section 2.6.3 of the COD for details
Bicycle Racks	Minimum (1) bike rack space per 5000 sf of retail space and minimum of (1) bike space per 5,000 sf of non-residential space	A clubhouse and pool shall count for a total of (5) bicycle spaces required. A tot lot recreational area shall count for a total of 3 spaces required.
Uses	Primarily Residential with some Non-residential uses permitted	See Table 7 for minimum and maximum uses within Block 5 & Block 6
Building Entrances	Primary entrance located on the front or side of the building	Buildings may have a secondary entrance on the side or rear of the building.
Roadway Network		Interparcel connections
Relegated Parking	Parking shall be relegated and/or screened from the public streets by buildings or landscape	See Section 2.11 of the COD for details on the Relegated Parking
Lot Regulations	See Table 9 of the COD	
Building Regulations	See Table 9 of the COD	
Ancillary Uses	Rest homes, assisted living facilities, nursing homes, convalescent homes, recreational areas, health clubs, and community space	Non-residential uses that will complement the proposed residential uses.

2.3 Permitted and Prohibited Uses: Residential and Non- Residential**Table 5: Permitted/Prohibited Residential Uses by Block**

RESIDENTIAL USES	DISTRICT/BLOCKS	
	Urban Density Residential	Regional Mixed Use
	5 & 6	1, 2, 3 & 4
Detached Single-Family Dwelling	X	
Attached Single-Family Dwelling Units	X	X
Multifamily dwellings	X	X
Accessory uses and buildings, including storage buildings	X	X
Accessory Apartments	X	X
Carriage Unit	X	X
Home Occupation Class A	X	X
Home Occupation Class B	X	X
Homestay	X	
Group Homes	X	X
Family Day Homes	X	X

Table 6: Permitted/Prohibited Non-Residential Uses by Block

NON-RESIDENTIAL USES	DISTRICTS/ BLOCKS	
	Regional Mixed Use	Urban Density Residential
	1, 2, 3 & 4	5 & 6
Assisted Living residential facilities	X	X
Administrative professional offices	X	X
Barber, beauty shops	X	
Breweries, Wineries and Distilleries	X	
Car Wash	X	
Clubs, lodges, civic, fraternal, patriotic (reference 5.1.02)	X	X
Community Center	X	X
Commercial recreation establishments	X	X
Convenience Stores	X	
Day care, childcare, or nursery facility (reference 5.1.06)	X	
Drive-Through Window	X	
Educational, Technical and Trade Schools	X	
Restaurants (not including fast food restaurant)	X	X
Water, sewer, energy & communications facilities	X	X
Farmers' Market (reference 5.1.36) (indoor and outdoor)	X	X
Fast Food	X	
Financial Institutions	X	
Gas Station	X	
Car Charging Stations	X	X
Hardware store	X	
Health club or spa	X	X
Hotels, motels, and inns	X	X
Hospitals	X	
Indoor athletic facilities	X	X
Indoor theaters	X	
Laundries, dry cleaners	X	X
Libraries	X	X
Medical center	X	
Outdoor Amphitheatre	X	X
Outdoor eating establishments or café	X	X
Outdoor storage, display and/or sales serving or associated with a by-right permitted use, if any portion of the use would be visible from an entrance corridor.	SP	

NON-RESIDENTIAL USES	DISTRICTS/ BLOCKS	
	Regional Mixed Use	Urban Density Residential
	1, 2, 3 & 4	5 & 6
Professional offices, including medical, dental and optical	X	X
Public and private utilities and infrastructure	X	X
Public uses and buildings, including temporary or mobile facilities including schools, offices, parks, playgrounds and roads	X	X
Rest home, nursing home, and convalescent home	X	X
Retail sales and service establishments	X	X
Self-service storage facilities		
Stand-alone parking and parking structures (reference 4.12, 5.1.18)	X	X
Stormwater management facilities on an approved final site plan or subdivision plat	X	X
Swim, golf, tennis or athletic facility	X	X
Temporary construction uses (reference 5.1.18)	X	X
Temporary nonresidential mobile homes (reference 5.1.40)	X	X
Tier I & Tier II personal wireless service facilities (reference 5.1.140)	X	X
Veterinary offices and hospital*	X	
Water, Sewer, Energy & Communications Facilities	X	X
Wholesale Distribution	X	
Manufacturing/Processing/Assembly/Fabrication/Recycling	X	
Storage/Warehousing/Distribution/Transportation	X	
Laboratories/Research and Development/Experimental Testing	X	

Notes: (X) designates the use as permitted "By-right" within the block as shown.
 (SP) designates the use as permitted through a "Special Use Permit process" through the County.
 Reference to uses not otherwise defined or listed in this Code of Development shall be defined as listed first, in the Albemarle County Zoning Ordinance or second, in the adopted Comprehensive Plan. If no definition of the use is provided (Code of Development, Zoning Ordinance, Comprehensive Plan) then such use must be officially determined by the zoning administrator, after consultation with the director of planning, to be permitted in a particular Block pursuant to subsection 18.8.5.5.2(c)(1).

*Veterinary offices and hospital shall comply with Section 18-5.1.11 of the Zoning ordinance.

2.4 Use Definitions

Carriage Unit

The term carriage unit within this Code of Development shall be defined as follows: A separate, independent, accessory dwelling unit detached from, but located on the same parcel as the structure of and clearly subordinate to a single family detached dwelling, as distinguished from a duplex or other two-family dwelling. Notwithstanding any provisions of Section 18.5.1.34 of the Albemarle County Code, carriage units shall be permitted on lots comprised of detached single-family dwellings, subject to the following restrictions:

1. No more than one (1) carriage unit shall be permitted per each detached single-family dwelling.
2. The gross floor area devoted to a carriage unit shall not exceed thirty (35) percent of the total gross floor area of the main dwelling.
3. The gross floor area of a carriage unit shall not be included in calculating the gross floor area of the main dwelling unit for uses such as home occupations as provided in Sections 18.5.2 and 18.5.2A of the Albemarle County Code and other similar uses whose area within a dwelling unit is regulated.
4. A carriage unit shall enjoy all accessory uses availed to the main dwelling, except that no carriage unit shall be permitted as accessory to another carriage unit or accessory apartment.
5. All carriage units shall be located in the rear of the lot.
6. Notwithstanding any other requirements of this Code of Development, carriage unit setbacks shall be the same as for the principal building with which it shares a lot, except for the rear yard setback, which shall be a minimum of (5) feet.
7. Any single family dwelling containing a carriage unit shall be provided with a minimum of three (3) off-street parking spaces, arranged so that each parking space shall have reasonably uninhibited access to the street or alley, as applicable, subject to approval of the zoning administrator.
8. In blocks where carriage units shall be constructed, the alley shall be designed and constructed with a clear travel lane having a minimum width of 20 feet.

Accessory Apartment

The term accessory apartment within this Code of Development shall be defined as a separate, independent dwelling unit that is attached and within the structure of the main dwelling. Accessory apartments are subject to the requirements and conditions as set forth in Section 18.5.1.34 of the Albemarle County Code and shall not be counted toward the project density.

Amenity-Oriented Lots

Notwithstanding Section 18.4.6.1 and 18.4.6.2 of the County zoning ordinance, attached and detached residential units with the front of the unit facing a grass mall, park, green space, or any other similar amenity area (collectively, "Amenity") are permitted throughout the development, provided that the Amenity must be at least thirty feet (30) in width, and an open area, from face of building to face of building must remain at a minimum of forty feet (40) in width. In addition, Amenity-Oriented lots shall be served by a private street. The applicant has requested a waiver of the street standards for roads serving amenity-oriented lots.

2.5 Building Form Standards

The Development is designed in accordance with the principles of the Neighborhood Model, while maintaining a level of flexibility in the product type and density of the community to adapt to current and future market conditions.

2.5.1 Density

Allowable densities within the Development have been arranged in accordance with the Albemarle County Comprehensive Plan to establish a compact form of development within the County’s designated Growth Area, thus protecting the rural surroundings. Table 7 lists the allowable density range for each block (not including the acreage of the Green Space) based on unit type and mixture of uses. The Property will include a minimum of 275 residential units and a maximum of 600 residential units. Non-residential uses are capped at 440,000 square feet per the details of Table 7.

Table 7: Density Regulations

Block Number	Block Area ¹ (acres)	Maximum/Maximum Use Regulations per Rezoning Plan ^{1, 2}				
		Residential Uses			Non-Residential Uses	
		Density Range (units)	Dwelling Unit Minimum	Dwelling Unit Maximum	Minimum Non- Residential (SF)	Maximum Non- Residential (SF)
1	5.87	0 – 34 units	0	200	0	30,000 ²
2	3.70	0 – 10 units	0	37	5,000	30,000 ²
3	6.84	0 – 15 units	0	102	25,000	140,000 ²
4	18.60	0 – 15 units	0	279	70,000	390,000 ²
5	10.40	20 – 34 units	208	354	0	50,000 ²
6	4.50	15 – 34 units	67	153	0	30,000 ²
Total Comprehensive Plan Recommended Densities:			275	1,125	100,000	670,000 ²
Total Min. & Max. Allowed Density			275	600	100,000	440,000²

1. Block areas are exclusive of Green Space area. A total of 12.55 acres are not included in the Density calculations for the Development.
2. Maximum non-residential square footage in each of these blocks and the total maximum non-residential square footage do not include the square footage of assisted living facilities and ancillary uses as listed in Section 2.2 of the Code of Development.
3. Assisted living facilities & rest homes, nursing homes, and convalescent homes shall qualify as meeting the residential component of the block, and shall not count against the minimum or maximum dwelling units in this block.

2.5.2 Lot Regulations and Setbacks

The setbacks, lot sizes, and lot coverages listed in the tables below shall establish the minimum separation and building requirements for the Development within the blocks as indicated. Note in the charts below that SFD= Single Family Detached and SFA= Single Family Attached.

2.5.2.1 Regional Mixed-Use Center – Blocks 1 through 4**Table 8: Lot Standards Regional Mixed-Use Center**

Requirement	Minimum	Maximum	Notes
Front setback	No minimum	No maximum	Exceptions to the maximum setbacks shall be considered during the site plan process
Porches	No minimum	No maximum	
Side setback	No minimum	No maximum	Minimum 10' bldg. separation
Side, Corner Lot setback	5'	No maximum	
Rear setback	5'	No maximum	
Height	No minimum	4 stories/ 60' 5 stories/70' with Special Exception	Buildings greater than 4 stories must step back a minimum of 15 feet after the 4 th story or provide a minimum 15-foot front setback or side setback adjacent to a street
Lot size	No minimum	No maximum	
Building Footprint	No minimum	160,000 sf (Non-Residential) & No maximum for Residential Units	Maximum does not apply to assisted living facilities, rest homes, recreational and civic spaces, & health clubs.

Notes:

1. Buildings over 3 stories shall require a 26' wide, exclusive of shoulders, aerial fire apparatus access road that is no more than 30' from the building to meet Fire and Rescue regulations.
2. Side and rear minimum setbacks for any primary structure shall be constructed and separated in accordance with the current edition of the Building Code.

2.5.2.2 Urban Density Residential – Blocks 5, 6 & 7**Table 9: Lot Standards Urban Density Residential**

Requirement	Minimum	Maximum	Notes
Front Setback	5' minimum	No maximum	Exceptions to the maximum setbacks shall be considered during the site plan process
Porches	4' minimum	No maximum	
Side Setback	5'	No maximum	Minimum 10' bldg. separation
Side, Corner Lot Setback	5'	No maximum	
Rear Setback	10'	No maximum	
Garage Setbacks	See Figure 5	See Figure 5	
Height	No minimum	4 stories/ 60' 5 stories/70' with Special Exception	Buildings greater than 4 stories must step back a minimum of 15 feet after the 4 th story or provide a minimum 15-foot front setback or side setback adjacent to a street
Lot size	No minimum	No maximum	
Building Footprint	No minimum	20,000sf (Non-Residential) & No maximum for Residential Units	Maximum does not apply to assisted living facilities, rest homes, recreational and civic spaces, health clubs, and multi-family buildings

Note: Buildings over 3 stories shall require a 26' wide, exclusive of shoulders, aerial fire apparatus access road that is no more than 30' from the building to meet Fire and Rescue regulations.

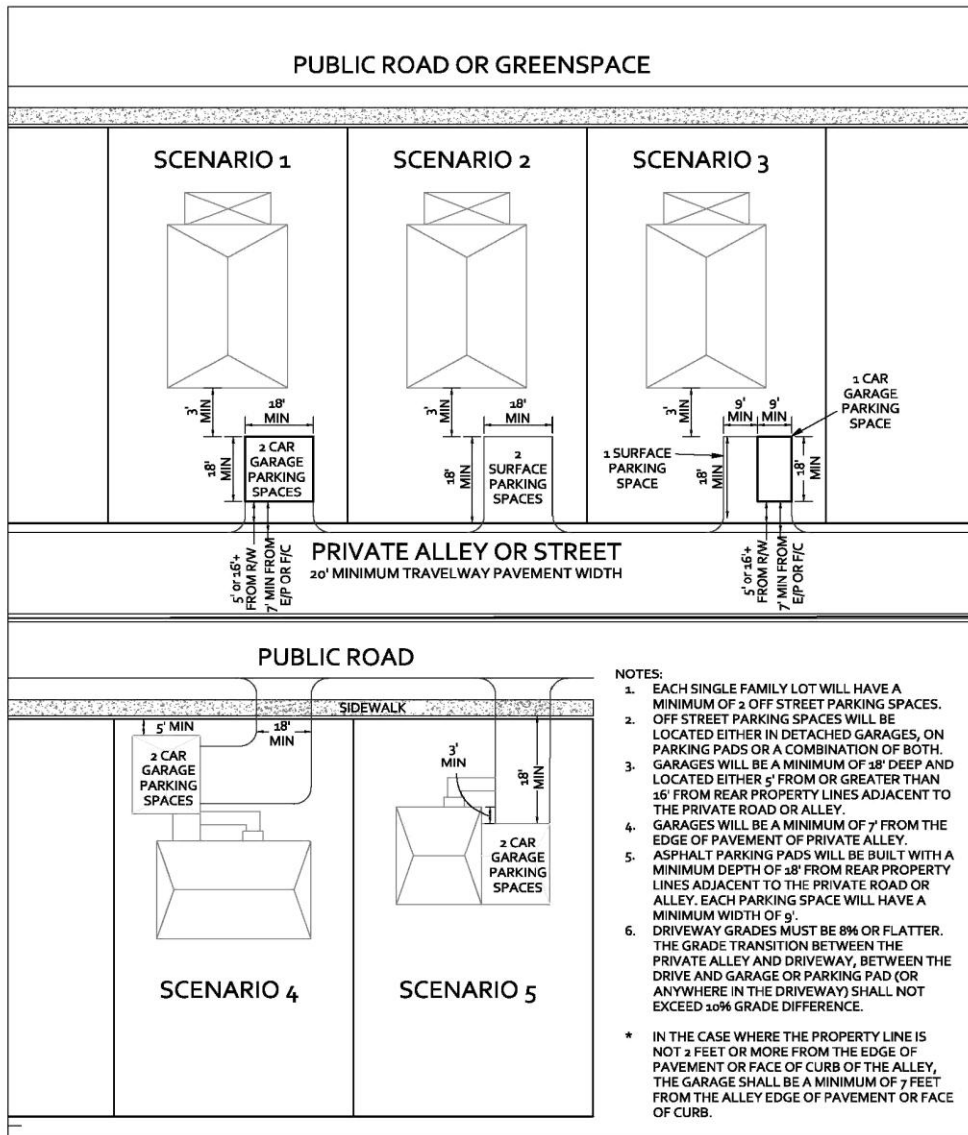


FIGURE 5: GARAGE AND DRIVEWAY EXHIBIT

2.6 Green Space and Amenities

The Development will feature over 12.55 acres of Green Space. This Green space represents more than 20% of the entire community's land area, and includes the Buffer areas, the trails, parks and civic amenity areas, preservation areas, and general green space. The Green space will not only provide a linear trail system throughout the community but shall also preserve environmentally sensitive areas such as steep slopes and natural buffers. The Green space areas shall be located outside of private lots and right-of-way. All Green space will be owned and maintained by the Homeowners Association. Establishment of the buffers, trails, and amenities within the Green space shall be the responsibility of the developer.

2.6.1 Green space

The proposed Green Space serves a dual purpose of both protecting the environmentally sensitive areas of the site and providing pedestrian access and amenities throughout the community. The Green space features primitive nature trails throughout the open areas and buffer areas.

The areas outside of the actual improved areas in the Development and not depicted as either the Buffer areas, Parks, or Trails shall be considered "Green Space". Green Space includes some of the more environmentally sensitive steep slope areas and provides a transition between the proposed lot development and stream corridors. The proposed Green Space areas will accommodate the stormwater management areas and site utilities and may be expanded during the design phases to allow for additional area to accommodate utilities, stormwater management, recreational areas, and erosion control measures as necessary for the development.

2.6.2 Buffers

Buffers are part of the Green Space Area within the Development. There are (3) proposed Buffers to be located on the Property, which are outlined below. Each of the buffers shall be established at the time of development of the individual block that contains the buffer, or prior. If the buffers as shown on the Application plan and described below are disturbed during construction (above what is permitted), additional approvals for increases in square footage and/or dwelling units (site/subdivision plans and/or building permits) will not be approved until the buffer is restored or bonded. All buffers shall be measured from the property lines or edges of the public right-of-way. Installation and maintenance of freestanding signage, pedestrian paths, and trails shall be allowable disturbances within the buffer areas. Disturbances to the Buffer for required site distances for the roadway access points as shown on the Application plan and utility connections shall also be allowed. In addition, removal and replacement of trees within the buffer shall be allowed if the Director of Community Development determines that the existing tree or trees create a substantial risk to people or property. Proposed replacement plantings shall be selected from the County's Native Plant Database. Buffers shall not be located within any private lot, and the buffer shall be owned and maintained by the Homeowners Association. In addition, a mitigation plan will need to be approved for any disturbances to the WPO buffers.

Table 10: Buffer Classifications

Buffer	Buffer Width	Description	Notes
Route 29 Buffer	30 feet wide Buffer	Buffer along Route 29 to screen development from Entrance Corridor.	<ol style="list-style-type: none"> 1. 30' portion of the buffer may be disturbed for grading within the development and shall be replanted with a mixture of deciduous and evergreen shrubs and trees to be approved by the Director of Planning. 2. (2) proposed road connection points within the Route 29 buffer – see Application plan. 3. Stormwater management facilities shall be located outside of the Route 29 buffer.
Perimeter Buffer	10 feet wide Buffer	Natural undisturbed buffer or replanted/landscaped buffer between the development and the adjacent properties	<ol style="list-style-type: none"> 1. Any portion of the Perimeter Buffer that is not currently wooded or that is disturbed during the grading for the development or roadway improvements shall be planted and screened with a mixture of deciduous and evergreen shrubs and trees to be approved by the Director of Planning. 2. (1) proposed connection point within the perimeter buffer – see Application plan for location. 3. The perimeter buffer does not apply to the boundary between the subject rezoning property and the existing distributorship (TMP 75-55D) 4. Stormwater management facilities shall be located outside of the perimeter buffer.
Interstate 64 Buffer	30 feet wide Buffer	Natural undisturbed buffer or replanted/landscaped buffer between the development and Interstate 64	<ol style="list-style-type: none"> 1. Any portion of the Interstate 64 Buffer that is not currently wooded or that is disturbed during the grading for the development or roadway improvements shall be planted and screened with a mixture of deciduous and evergreen shrubs and trees to be approved by the Director of Planning. 2. Stormwater management facilities shall be located outside of the Interstate 64 buffer.

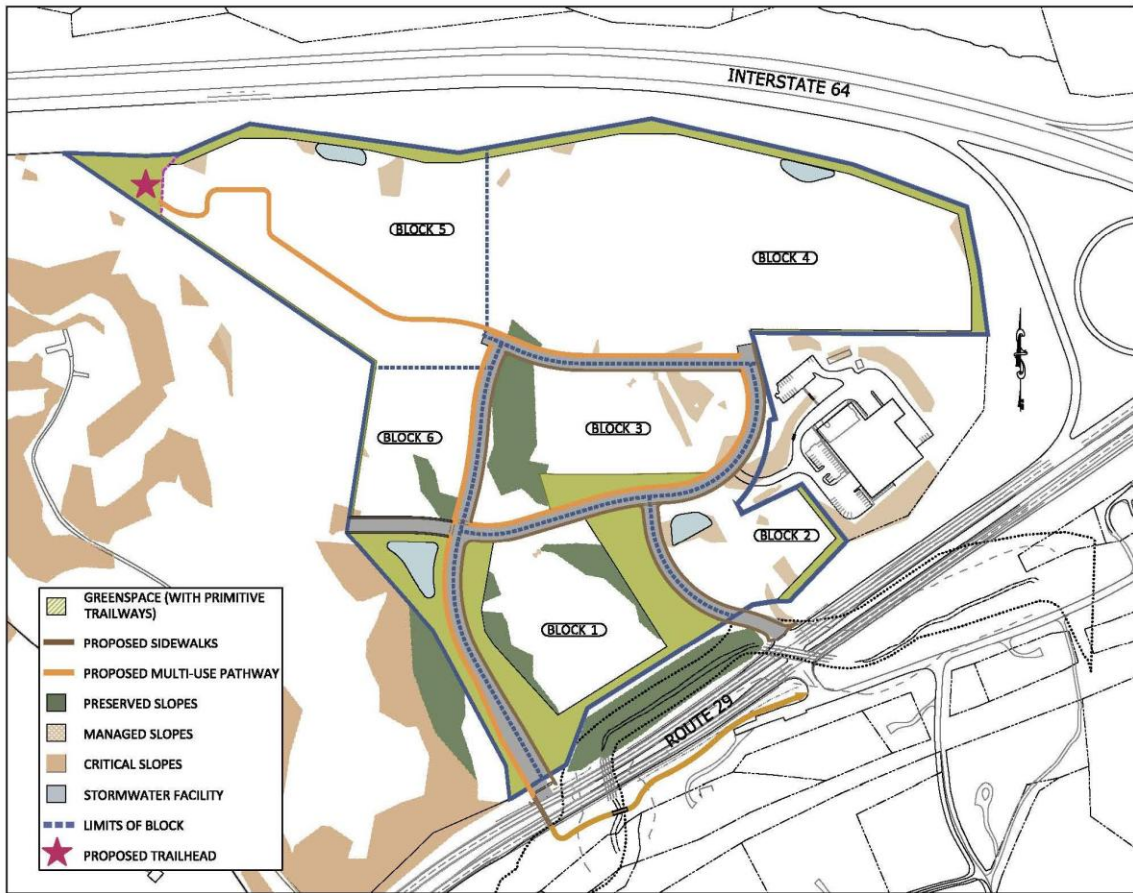


Figure 6: GREEN SPACE AND TRAILWAYS

2.6.3 Civic Spaces and Recreational Amenities

The Application Plan shows the approximate location of (2) Civic Spaces to be located within the Development, which are in addition to the trailways and passive recreational spaces provided along the streams within the Green Space areas. These spaces are designed to provide recreational and civic amenities to the community. The Civic Spaces shall include some combination of the following: parks, pocket parks, meeting areas, public plazas, and recreational amenities for Property residents and visitors, as noted in Table 11. The Mixed Use Civic Space is a public gathering area and all trail systems on the Property are open and available to the public. Recreational facilities in each block shall be completed at or before when 50 percent of the units have received certificates of occupancy.

Table 11: Civic Space / Recreational Amenities

Civic Space	Minimum Area per Civic space	Location	Notes
Mixed Use Center – Civic Space #1	0.50 acres	Block 3 and/or Block 4	<ol style="list-style-type: none"> 1. Outdoor plaza/outdoor meeting space within the mixed use center (minimum 10,000 sf) and/or Pool and Community Center building (minimum 7,500 sf pool + outdoor pool deck area) 2. Green space grass area and/or pond within the mixed use center for gatherings and active outdoor play (minimum 12,000 sf total area)
Upland Park & Recreational Areas – Civic Space #2	0.80 acres	Block 5	<ol style="list-style-type: none"> 1. Pool and Community Center building (pool + outdoor pool deck area) and/or outdoor plaza/ gathering area (minimum 7,500 sf) 2. Recreational play areas or residential amenities (minimum 16,000 sf area) 3. Tot Lot (minimum 6,000 sf area) 4. Minimum 5 spaces for public use for trail parking area. Note: additional public trail parking spaces may be provided, to be determined with the site plan. Timing of the trailhead parking area to be coordinated with ACPR. 5. Trail connections to the Property trail network and future Hedgerow Park. Note: All trails are open to the public. Timing of the trailway connection to be coordinated with ACPR.

2.7 Phasing

The land disturbance and grading for the Development will be determined during the site plan review process. The site may be developed in one or multiple phases.

2.8 Stormwater Management

All designs and engineering for improving the Property will adhere to the State Stormwater Management regulations and Albemarle County Water Protection Ordinance. A master stormwater management plan shall be completed and submitted to Albemarle County for review and approval, prior to the approval of the first initial site plan or subdivision plat. Stormwater management facilities shall be located outside of the buffer areas, development lots, preserved slopes, trail areas, stream buffers, and floodplain on the Property. Additional protective measures for erosion and sediment control shall be installed along the limits of the trails to protect the existing perennial streams on the Property. Additional measures may include, but not be limited to, installation of silt fence with wiring backing along the stream buffers, usage of filter socks and floc logs for protection measures along the stream buffers, providing additional wet and dry storage area in basins below the disturbed areas, or installation of erosion control matting for all slopes with the use of tackifiers in seeding and soil stabilization applications.

2.9 Grading

The vision for the Development is to respect the existing topography and natural landscape, when possible. An overlot grading plan shall be reviewed and approved in conjunction with the master stormwater management plan for the development during or prior to the approval of the first site plan or subdivision plat. Retaining walls will be required, due to the topographic challenges of the Property. The final design of the retaining walls shall be included with the site and subdivision development plans for the Development. The following standards shall apply to retaining walls:

1. The maximum height for a single retaining wall shall be 6 feet. Retaining walls over 6 feet in height, as measured from the top of the wall to finished grade at the bottom of the wall, shall be allowed at the discretion of the Director of Community Development. The overall retained height may exceed six feet with multiple stepped retaining walls.
2. Retaining walls greater than 700 feet in length shall be allowed at the discretion of the Director of Community Development.
3. Landscaping shall be installed at the base and/or top of the retaining walls to integrate the walls into the site and help reduce the massing.
4. Retaining walls visible from the public streets or civic areas shall be compatible with the adjacent building architecture materials and/or colors.

2.10 Transportation

2.10.1 Street Network

In accordance with Albemarle County’s Neighborhood Model for Development, the Development is designed to facilitate multi-modal transportation, with an emphasis on pedestrian usage, bicycling, and transit. These modes of transportation have been contemplated in the design of the streets, streetscape, and transportation infrastructure within the community. The design of the streets will comply with the Virginia Department of Transportation (VDOT) Standard Street Requirements, interconnecting when possible in a general grid pattern but recognizing that interconnection is not possible in all areas of the site due to topography. See figure 4 for an illustrative drawing of the site. Roadways shall include sidewalks and street trees in accordance with Albemarle County regulations. Alleys shall be allowed within each block of the development and shall meet the requirements of Albemarle County standards. Any alley providing access to a carriage unit shall have a minimum clear travel lane width of 20 feet. A proposed transit stop will be installed with the Block 3 site plan and improvements.

Table 12: Street Network Chart

Roadway	Travelway	Bike lanes	Parking	Sidewalk & Street Trees	Speed Limit (max)	Notes
Neighborhood Streets – Public VDOT Roads	2-way traffic w/ curb/gutter	No	Yes	Yes	25 mph	1. Parking one side only to maintain minimum Fire/Rescue travelway
Connector Roads –Public VDOT Roads, Private Roads, or Travelways	2-way traffic w/ curb & gutter	No	Allowed as noted. (See notes section and cross section)	Yes	25 mph	1. Parking is not currently anticipated along the connector roads; however, any on-street parking will be located outside of travel lanes with bump-out parking spaces for on-street parking (see Figure 8 note) 2. Lots fronting on connector road shall have driveway access from an alley. 3. Optional landscape median (6’ min. width) 4. Portion of the connector road adjacent to block 3 and 4 may be a private road or travelway, based on the final Block design. 5. 10’ Multi-Use Pathway on one side of the roadway (see Application Plan)
Private Streets – Private streets, Private travelways, & Private streets serving Amenity-Oriented Lots Roads	2-way traffic w/ curb & gutter	No	Yes, parallel spaces along private streets & perpendicular spaces allowed along travelways	Yes	25 mph	1. Sidewalk located adjacent to the Public amenity space. 2. Street Trees located adjacent to the Public Amenity space. 3. Private Road to be constructed to County/VDOT Standards. 4. Only allowed as specified by the Subdivision Ordinance or Zoning Ordinance

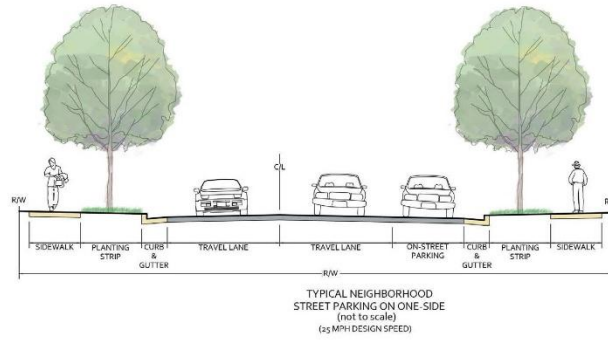


FIGURE 7: NEIGHBORHOOD STREET CROSS SECTION

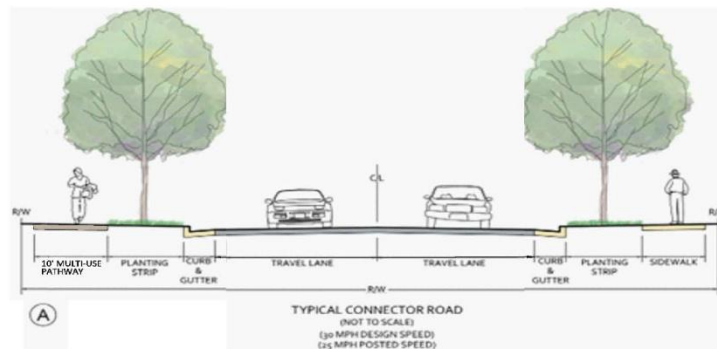


FIGURE 8: CONNECTOR ROAD CROSS SECTION

(Note: Any on-street parking shall include bump-outs for the parking spaces, outside of the travel lanes)

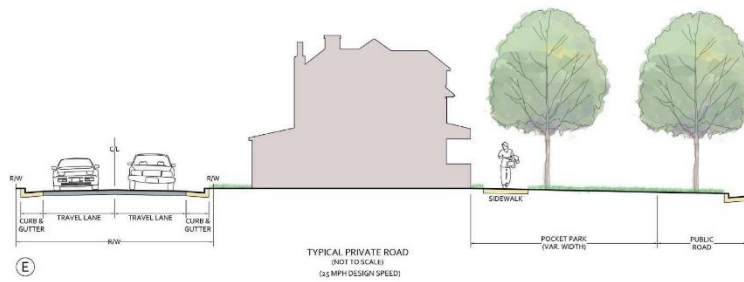


FIGURE 9: PRIVATE STREET CROSS SECTION FOR AMENITY ORIENTED LOTS

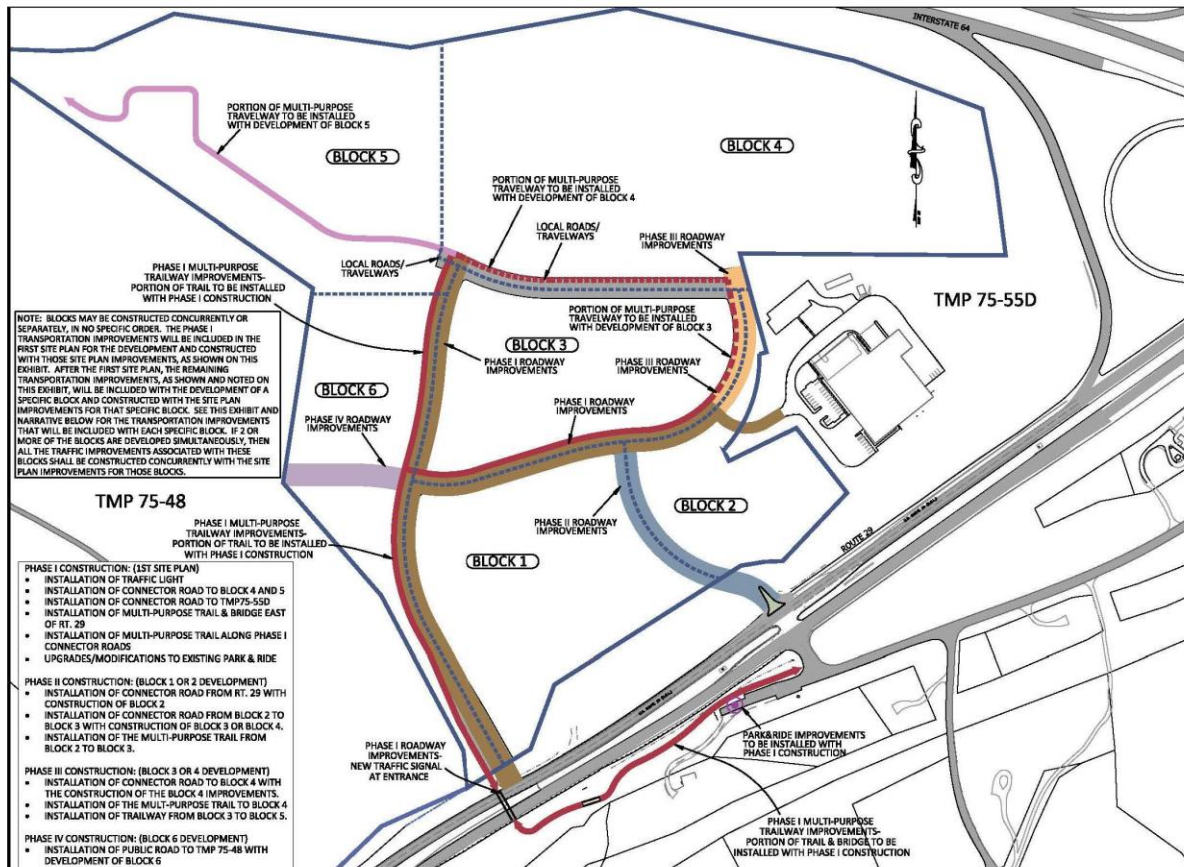


FIGURE 10: TRANSPORTATION PHASING EXHIBIT

2.10.2 Pedestrian Network

The Development will feature an extensive pedestrian network, including sidewalks and trails, as depicted on the Application Plan and as noted in this Code of Development. In addition to providing recreational opportunities, the pedestrian network will provide routes for residents to walk between areas of the site and to public places such as the parks, community areas, and the neighborhood center. Sidewalks shall be constructed in accordance with VDOT and Albemarle County standards, and will either be located within public access easements or public right-of-way. The pedestrian network will also connect to the larger trail network of the Hedgerow Property, Ragged Mountain and other City and County parks, providing a valuable amenity for residents of a visitors to the site.

2.10.3 Park and Ride & Transit Stop

An existing Park and Ride parking lot is located at the end of Teel Lane. The applicant is proposing to help improve and/or upgrade this Park and Ride facility with this application plan. The exact upgrades and/or modifications of the existing facility will be determined during the site plan review process. The proposed modifications and improvements will be consistent with the cost of providing approximately (25-30) additional parking spaces in this area. The upgrades and/or modifications to the existing Teel Lane Park and Ride will be constructed with the Phase I transportation improvements.

A transit stop shall also be provided within the Sieg Development in the vicinity of Block 3 for central access to the stop. The transit stop shall be constructed in accordance with County or the transit service requirements. The transit stop parking area shall be constructed with the Block 3 transportation improvements.

2.10.4 Traffic Improvements

All traffic improvements are identified in the Traffic Impact Analysis (TIA) report for the Property and updated TIA supplemental reports.

2.11 Parking

All parking throughout the Development shall be provided in accordance with Section 18.4.12 of the Albemarle County Code. Shared parking shall be allowed within the Regional Mixed Use Center, in accordance with Section 18.4.12 of the Zoning Ordinance and as approved by the Zoning Administrator. Parking lots shall be relegated and/or screened from the streets by buildings, landscaping, walls, fences, or a combination of various practices, and as noted in table 13. Screening may include landscaping screening, shrubbery, fencing, decorative walls, or other vegetative screening alternatives. All tree canopy landscaping requirements within the parking areas shall conform to the landscaping standards as specified in the Albemarle County Zoning Ordinance Section 18.32.7.9. All lots that include a carriage unit shall provide a minimum of (2) off-street parking spaces. See Figure 5 of the Code of Development for parking and garage setbacks.

Table 13: Relegated Parking Guidelines

Type of Relegated Parking	Minimum Setback	Location	Notes
Parking as an Accessory Use	10' front parking setback from r/w 6' front parking setback from travelway. 6' side and rear parking setback from r/w.	Regional Mixed Use and Urban Density areas	<ol style="list-style-type: none"> 1. Parking lots shall be screened from public r/w with evergreen shrubs or 4' max. height opaque wall. 2. Walls or fences used to augment screening shall be a minimum of 42" in height.
Parking as a Primary Use (Stand along Parking)	10' front parking setback from r/w. 6' front parking setback from travelway. 6' side and rear parking setback from r/w.	Regional Mixed-Use Center and Urban Density Areas	<ol style="list-style-type: none"> 1. Parking lots shall be screened from public r/w with continuous evergreen shrubs or 4' max. height opaque wall. 2. Walls or fences used to augment screening shall be a max. of 42" in height.
Front loaded Garages	3' behind the front building face of the house or porch	Urban Density Area	<ol style="list-style-type: none"> 1. Garages shall be stepped back from the front of the residential homes for relegated parking. 2. See Figure 5 of the Code of Development for setbacks from sidewalks and public streets

2.12 Floodplain

A 100-year floodplain currently exists on the Property along the Route 29 frontage, according to FEMA floodplain maps. The current floodplain mapping is not based on updated topography for the Property. With the updated topography from the recently performed aerial survey, the floodplain mapping for the Property will be updated. This process will require a FEMA floodplain map revision or LOMR. In addition, with the proposed improvements Route 29 for the entrances and entrance improvements may require a modification to the floodplain. This will also require a FEMA floodplain map revision, or LOMR-F. Both map revisions will be processed through Albemarle County and FEMA in conjunction with the development of the Property.

2.13 Trailways

The Development shall include a trailway network through the Green space area as shown on the Application Plan and in Figure 6, connecting the areas of development throughout the property and providing pedestrian connections to the Regional Mixed-Use Center. Trails will also provide a future access point that will connect to the Hedgerow Park property and future bike and

pedestrian trails it will include. The trails on the Property will be part of a much larger network connecting miles of bike and commuter trails throughout Charlottesville and Albemarle County. The trailways shall be constructed with the adjacent development in each block. All trailway improvements shall be completed prior to the 600th certificate of occupancy, and the timing of the installation of the trailways shall be tracked with each subdivision plat and site plan.

Multi-use Pathway

The pedestrian pathway from the Route 29 trailhead to the proposed trailhead within Block 5 shall be a 10' multi-use pathway, as shown on the Application plan. This trailway along the connector road and the portion of the pathway East of Route 29 shall be installed with the Phase I improvements and the portion of the trailway from the connector road to the trailhead in Block 5 shall be developed with the Block 5 improvements. The trailway along the connector road adjacent to block 3 and extending to Block 4 shall be installed with the Phase II / Phase III transportation improvements. With the construction of the Block 4 improvements, a 10' multi-purpose trail shall be installed through the block 4, as noted on the Application Plan.

Primitive Trail

In addition, trailways are proposed within the Greenspace areas. These trails will be classified as primitive nature trails and will be designed in accordance with the primitive nature trailway design specifications as outlined in the Albemarle County Engineering Design manual.

All trailway connections throughout the Property shall be installed and completed with the development of the specific block. These trailway connections to the Green space trail may be a primitive nature trail, a high maintenance stone dust or gravel pedestrian path, or a low maintenance asphalt path. Trailways may be extended into future blocks within the Development, but at a minimum, the network will follow in concept what is shown on Figure 6 and within the Application plan and Trailway exhibits.

2.14 Utilities

All water and sanitary sewer extensions and connections shall be completed in accordance with ACSA requirements. The developer is extending water and sanitary sewer utilities to the Property for the proposed development. The proposed water infrastructure shall connect to the current Mosby Mountain pressure zone, extending the utility infrastructure from the Redfields development across Route 29 and routing through the development blocks for water service. In addition, a second waterline connection and booster pump will be required for the development, which shall be extended from the Urban Ring pressure zone. The proposed onsite pump station will boost the pressure of the flow from the Urban Ring pressure zone to the Mosby Mountain zone pressure. These improvements and facilities will be reviewed, approved, and accepted by VDH and ACSA. ACSA will own and maintain all water and sewer infrastructure, including any booster pumps to service the development.

The development will also require the extension of the offsite sanitary sewer to the

development. A flow capacity certification will be requested from RWSA during the review and approval process for each proposed phase of development. All proposed dwelling units shall connect to the public sanitary sewer lines.

A utility master plan shall be submitted to the Albemarle County Service Authority for review and approval, prior to the approval of the first initial site plan or subdivision plat.

3. Architectural, Lighting, Signage and Landscape Standards

3.1 Architectural Standards

The standards provided in this Code of Development are intended to define the elements of architecture that will ensure a high-quality development of varied styles that still complement one another. An architectural review board will be established for the Development at the time of the first subdivision plat approval and recordation of covenants and restrictions. All structures will be subject to review by the Sieg Architectural Review Committee to ensure that conformity with the architectural and landscaping guidelines is achieved.

Portions of the Development shall also be subject to review by the Albemarle County Architectural Review Board, which has purview over the County's Entrance Corridors. Route 29 and Interstate 64 are considered Entrance Corridors; therefore, buildings and site development within the Route 29 & Interstate 64 viewsheds and overlay districts shall be subject to review under the Albemarle County Architectural Review Board Certificate of Appropriateness process.

As specified in section 18-20A.5.g of the Albemarle County Zoning Ordinance, the following standards are established for various elements of architecture and streetscapes. The Architectural Review Committee may allow modifications or variances from the Architectural Design Guidelines, as listed below. These modifications shall be made on a case-by-case basis.

Below are various standards intended to address the Architectural form, massing, proportions of structures, and Architectural Styles for the development

1. Building facades shall include breaks across the façade at a minimum of every 80 linear feet to vary the form and features of the building. Building step backs, entrances, windows, changes in building material, and other architectural elements all can be utilized to achieve breaks within the building façade.
2. Primary entrances for all non-residential buildings shall be located either on the front of the building or side of the building facing the public right of way or civic Green space area. Additional secondary entrances may be utilized in the rear of the buildings.
3. Parking shall be relegated and/or appropriately buffers, see Parking specifications with the Code of Development, Section 2.9.
4. Building heights shall vary throughout the Development.
5. Porches or the front of single family detached houses shall face the public streets or Green spaces. Porches may project up to 3 feet within the required front yard setback,

- but in no case shall they be closer than 2 feet to any property line.
6. Architectural features and overhangs shall be permitted to project up to 1' within any required yard setback.

3.2 Lighting Standards

All outdoor lighting throughout the Development shall be full cut-off fixtures. The outdoor lighting throughout the development shall also meet the lighting regulations found within Section 18-4.17 of the Albemarle County Zoning Ordinance.

3.3 Signage Standards

All signage within the Development shall conform to the Albemarle County Zoning Ordinance Section 18.4.5.11.

3.4 Landscaping Standards

The standards provided in this Code of Development are intended to define the elements of the landscaping, screening, and buffering for the project. All landscaping shall conform to the landscaping standards as specified in the Albemarle County Zoning Ordinance Section 18.32.7.9.

3.4.1 Street Trees

Street trees will be provided throughout the Development, in planting strips, as specified in the transportation section of the Code of Development. The street trees shall be in accordance with the approved VDOT street trees as outlined in the VDOT design manual and regulations. Spacing of street trees shall be planted in accordance with Section 18.32.7.9 of the Albemarle County Code for Landscaping and Screening requirements. Street trees along the new access road into the development from Route 29 and along any other public streets within view from the entrance corridor shall be subject to the approval of the Albemarle County Architectural Review Board and shall meet the requirements outlined in the Architectural Review Board Design Guidelines. All other landscaping shall be subject to Section 18.32.7.9 of the Albemarle County Code for landscaping and screening requirements.

3.4.2 Buffer

See Code of Development Section 2.6.2 and Table 10 for design standards and requirements for exterior landscaping buffers around the Development.

3.4.3 Tree Preservation Guidelines

Preservation measures shall be administered to trees within wooded areas to be maintained within the Green space areas and Buffers as delineated in the Application Plan, with enhanced preservation efforts directed toward trees with trunk diameters greater than 18 inches at breast height. Tree preservation shall be in accordance with the Albemarle County Conservation Plan

Checklist and Tree Preservation & Protection, chapter 3.38 of the Virginia Erosion and Sediment Control Handbook.

3.5 Streetscape Treatments

Within the Regional Mixed- Use Service Center district, a significant amount of street furniture, signage, and lighting will be provided, including trash receptacles, benches and bicycle racks. These amenities will foster a pedestrian-oriented streetscape. Bicycle racks will be located throughout the Urban Density areas, as well as the civic spaces to promote alternative transportation to these areas.

4. Affordable Housing.

The Owner or its successors in interest reserve the right to meet the Affordable Housing Requirement through a variety of housing types, including but not limited to, for-sale units or rental units or payment of cash-in-lieu. This development shall provide a minimum of 10% of the total residential units as affordable to households with income less than 80% area median income (AMI) and a minimum of 10% of the total residential units will be affordable to households at 60% AMI as outlined below:

4.1 For-Sale Affordable Dwelling Units

The Owner may meet the Affordable Housing Requirement by constructing Affordable Dwelling Units. For purposes of this section 4, "Affordable Dwelling Unit" shall mean any unit affordable to households with incomes less than eighty percent (80%) of the area median income (as determined from time to time by the Albemarle County Office of Housing.) such that housing costs consisting of principal, interest, real estate taxes and homeowners insurance (PITI) do not exceed thirty percent (30%) of the gross household income; provided, however; that in no event shall the selling price for such affordable units be more than sixty-five percent (65%) of the applicable Virginia Housing Development Authority (VHDA) maximum sales price/loan limit for first-time homebuyer programs at the beginning of the 180-day period referenced in requirement 1(A)(1) hereof (the "VHDA Limit"). The Owner shall impose by contract the responsibility herein of constructing and selling the Affordable Dwelling Units to any subsequent owner or developer of the Property (or any portion thereof). Such subsequent owner(s) and/or developer(s) shall succeed to the obligations of the Owner under this section; and the term "Owner" shall refer to such subsequent owner(s) and/or developer(s), as applicable.

Role of Albemarle County Office of Housing. All purchasers of the for- sale Affordable Dwelling Units shall be approved by the Albemarle County Office of Housing or its designee (the "Community Development Department"). At the proposed time of construction of any Affordable Dwelling Unit, the Owner shall provide the Office of Housing a period of one hundred eighty (180) days to identify and approve an eligible purchaser for such affordable unit. The

180-day qualification period shall commence upon written notice from the Owner to the Office of Housing of the approximate date the Unit is expected to receive a certificate of occupancy from the County (the "Notice"). Such Notice shall be given no more than ninety (90) days prior to the expected issuance of the certificate of occupancy, and the 180-day approval period shall extend no less than ninety (90) days after the issuance of the certificate of occupancy. Nothing in this requirement shall prohibit the Office of Housing from providing the Owner with information on income eligibility sufficient for the Owner to identify eligible purchasers of Affordable Dwelling Units for approval by the Office of Housing. If, during the 180-day qualification period, (i) the Office of Housing fails to approve a qualified purchaser, or (ii) a qualified purchaser fails to execute a purchase contract for an Affordable Dwelling Unit, then, in either case, the Owner shall have the right to sell the Unit without any restriction on sales price or income of the purchaser(s), and such unit shall be counted toward the satisfaction of this requirement. This requirement shall apply only to the first sale of each of the for-sale Affordable Dwelling Units. For the purposes of this requirement, such Affordable Dwelling Units shall be deemed to have been provided when the subsequent Owner/builder provides written notice to the Office of Housing or its designee that the unit(s) will be available for sale.

Tracking. Each subdivision plat and site plan for land within the Property shall: i) designate the lots or units, as applicable, that will constitute Affordable Dwelling Units within the Project and ii) contain a running tally of the Affordable Dwelling Units either constructed or contributed for under this section. The designated lots or units shown on the applicable subdivision plat or site plan may not be shown as being constructed in a future phase.

4.2 For-Rent Affordable Dwelling Units.

Rental Rates. The net rent for each rental housing unit which will qualify as an affordable dwelling unit ("For-Rent Affordable Dwelling Unit") shall not exceed HUD's affordability standard of thirty percent (30%) of the income of a household making eighty percent (80%) or sixty percent (60%) of the area median income (as determined by HUD periodically). In each subsequent calendar year, the monthly net rent for each For-Rent Affordable Dwelling Unit may be increased up to three percent (3%). The term "net rent" means that the rent does not include tenant-paid utilities. The requirement that the rents for such For-Rent Affordable Dwelling Units may not exceed the maximum rents established in this section shall apply for a period of ten (10) years following the date the certificate of occupancy is issued by the County for each For-Rent Affordable Dwelling Unit, or until the units are sold as low or moderate cost units qualifying as such under either the Virginia Housing Development Authority, Farmers Home Administration, or Housing and Urban Development, Section 8, whichever comes first (the "Affordable Term").

Conveyance of Interest. All deeds conveying any interest in the For-Rent Affordable Dwelling Units during the Affordable Term shall contain language reciting that such unit is subject to the terms of paragraph 1B. In addition, all contracts pertaining to a conveyance of any For-Rent

Affordable Dwelling Unit, or any part thereof, during the Affordable Term shall contain a complete and full disclosure of the restrictions and controls established by this paragraph 1B. At least thirty (30) days prior to the conveyance of any interest in any For-Rent Affordable Dwelling Unit during the Affordable Term, the then-current Owner shall notify the County in writing of the conveyance and provide the name, address and telephone number of the potential grantee, and state that the requirements of this section have been satisfied.

Reporting Rental Rates. During the Affordable Term, within thirty (30) days of each rental or lease term for each For-Rent Affordable Dwelling Unit, the then-current Owner shall provide to the Office of Housing a copy of the rental or lease agreement for each such unit rented that shows the rental rate for such unit and the term of the rental or lease agreement. In addition, during the Affordable Term, the then-current Owner shall provide to the County, if requested, any reports, copies of rental or lease agreements, or other data pertaining to rental rates as the County may reasonably require.

For-Rent Affordable Dwelling Unit Method of Calculation. The following language provides an in depth method of calculating rental rates for this development that should utilize the current HUD Area Median Income amount. For the purposes of demonstrating this method, the HUD Area Median Income (AMI) for Albemarle County, as shown on the Virginia Housing website, is \$93,700.00. For the purposes of this calculation, it is assumed that two people reside in a one-bedroom unit, that four people reside in a two-bedroom unit, and that six people reside in a three-bedroom unit. Therefore a .8 household multiplier is applied to a one-bedroom unit, a 1.0 household multiplier is applied to a two-bedroom unit, and a 1.16 multiplier is applied to a three-bedroom unit. As listed on the Virginia Housing website, the 80% income limit (\$74,950) is for a four-person household. Therefore, a two-person household has a maximum income limit of \$59,960 (80% x .8 household multiplier), a six-person household has a maximum income limit of \$88,942 (80% x 1.16 multiplier), and the initial net rent rate for affordable units must not exceed the amounts listed below:

One-bedroom unit: $\$1,499$ (80% of current year AMI of $\$93,700 \times .8$ household multiplier = $\$59,960 \times 30\%$ (approved percentage of household income applicable to rent) = $\$17,988$ annual rent $\div 12 = \$1,499$ monthly rent)

Two-bedroom unit: $\$1,873.75$ per month (80% of current year AMI of $\$93,700 \times 1.0$ household multiplier = $\$74,950 \times 30\%$ (approved percentage of household income applicable to rent) = $\$22,485$ annual rent $\div 12 = \$1,873.75$ monthly rent).

Three-bedroom unit: $\$2,173.55$ per month (80% of current year AMI of $\$93,700 \times 1.16$ household multiplier (approved percentage of household income applicable to rent) = $\$86,942 \times 30\% = \$26,082.60$ annual rent $\div 12 = \$2,173.55$ monthly rent).