

**ACTIONS**  
**Board of Supervisors Meeting of March 20, 2024**

March 21, 2024

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>	<u>VIDEO</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> <li>The Meeting was called to order at 1:00 p.m. by the Chair, Mr. Andrews. All BOS members were present except for Ms. LaPisto-Kirtley. Also present were Jeff Richardson, Steve Rosenburg, Claudette Borgersen, and Travis Morris.</li> </ul>		<a href="#">Link to Video</a>
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> <li>By a vote of 5:0:1 (LaPisto-Kirtley absent), <b>ADOPTED</b> final agenda.</li> </ul>		
<p>5. Brief Announcements by Board Members.</p> <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> <li>Recognized the passing of Lorraine Williams, a teacher and civil rights pioneer, and noted that she was a leader and a dedicated community member.</li> <li>Announced that Fran Clark, a teacher at Greer Elementary School received the Virginia Department of Education Ambassador of Kindness award.</li> <li>Mentioned that she and Supervisor Mallek attended a Go Cook graduation dinner headed by Antwon Brinson, founder of Culinary Concepts AB, a workforce training and cooking school.</li> </ul> <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> <li>Thanked community members and staff who attended his town hall the previous evening.</li> <li>Asked about if the kudzu removal on the parkway was a VDOT program and what it entailed.</li> </ul> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> <li>Announced her upcoming budget town halls: <ul style="list-style-type: none"> <li>April 10<sup>th</sup> at 7:00 pm at Brownsville Elementary.</li> <li>April 13<sup>th</sup> at 10:00 a.m. at the White Hall Community building.</li> <li>Commented that the Earlysville town hall was still to be scheduled.</li> </ul> </li> <li>Followed up on Supervisor McKeel comments regarding Antwon Brinson and noted he was assisted by the CIC (Community Investment Collaborative) small business program and noted his success in placing so many graduates.</li> <li>Noted that the day was a “Red Flag” day, and that power was out in parts of the County. She reminded community members to follow the law and to not burn debris.</li> </ul>		

<ul style="list-style-type: none"> <li>• Mentioned that Brandford Pears were currently in bloom and that now was a good time to mark them for removal later.</li> <li>• Stated that there were a variety of Thomas Jefferson Soil and Water District livestock and grazing programs for urban and rural areas and that funding was available. She encouraged community members to take time now to plan for improvements.</li> <li>• Announced that April 1 was the deadline for real estate tax relief renewal.</li> <li>• Announced that now was the time to register for well testing with the Virginia cooperative extension.</li> <li>• Commented that the Cooper and Wheeler families celebrated completing the ownership requirements for Habitat for Humanity to take ownership of property in Old Trail.</li> <li>• Announced that April 19 would be the 58<sup>th</sup> rededication of Dogwood Vietnam Memorial.</li> <li>• Announced that on April 27<sup>th</sup> the White Hall Ruritans would hold their annual plant sale.</li> </ul> <p><u>Mike Pruitt:</u></p> <ul style="list-style-type: none"> <li>• Announced that the Festival of the Book was currently being held.</li> <li>• Recognized the Scottsville Library branch for the Dolly Parton imagination library and noted they held an open house to sign up more children to participate in the program and receive free books.</li> <li>• Announced that the Scottsville Museum will be reopening for the season on April 7.</li> <li>• Commented that the Nehemiah IMPACT event was focused on housing equity in the County and Transit Equity in the City.</li> <li>• Announced his upcoming Town Halls: <ul style="list-style-type: none"> <li>○ March 21<sup>st</sup> at 7:00 p.m. at the 5<sup>th</sup> Street County Office Building with Supervisor Andrews.</li> <li>○ March 25<sup>th</sup> at 6:45 p.m. at the Martha Jefferson Outpatient Center with Supervisor Bea LaPisto-Kirtley</li> <li>○ March 28<sup>th</sup> at 6:30 p.m. at Yancey Community Center (with Supervisor Andrews).</li> </ul> </li> </ul> <p><u>Jim Andrews:</u></p> <ul style="list-style-type: none"> <li>• Commented that registration for e-waste vouchers opened online that morning and encouraged community members to sign up.</li> <li>• Announced that free mulch could be obtained at the Ivy Material Utilization Center.</li> </ul>		
<p>7. From the Public: Matters on the Agenda but Not Listed for Public Hearing or on Matters Previously</p>		

<p>Considered by the Board or Matters that are Pending Before the Board.</p> <ul style="list-style-type: none"> <li>• <b><u>The following individuals addressed the Board on Agenda Item #11. AC44 Work Session: Draft Goals and Objectives for Rural Area Land Use and Transportation and Development Area Land Use and Transportation:</u></b> <ul style="list-style-type: none"> <li>• <u>Faith Schweikert</u></li> <li>• <u>Tom Olivier</u></li> <li>• <u>Nora Seilheimer</u></li> <li>• <u>Tom Loach</u></li> <li>• <u>Maria Duster</u></li> <li>• <u>Caetano de Campos Lopes</u></li> <li>• <u>Kim Biasioli</u></li> <li>• <u>Holmes Brown</u></li> <li>• <u>Paula Beasley</u></li> <li>• <u>Paul Haney</u></li> <li>• <u>Neil Williamson</u></li> </ul> </li> </ul>		
<p>8.1 Fiscal Year 2024 Appropriations.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> resolution to approve appropriations #2024028; #2024029; #2024030; and #2024031 for County government projects and programs.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Finance and Budget and County Attorney's office. (Attachment 1)</p>	
<p>8.2 Rivanna Solid Waste Authority Ivy Materials Utilization Center FY 25 Fees and Charges.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> resolution to request the proposed adjustments of tipping fees and other charges.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Facilities and Environmental Services (FES) and County Attorney's office. (Attachment 2)</p>	
<p>8.3 Rivanna Futures Land Use Applications.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> resolution.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 3)</p>	
<p>8.4 Proposed Abandonment, Additions, and Corrections of Portions of Rio Mills Road (Route 643).</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> resolution.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 4)</p>	
<p>9. Public Private Transportation Act Guidelines.</p> <ul style="list-style-type: none"> <li>• By a vote of 5:0, <b>ADOPTED</b> resolution to approve the Public Private Transportation Act Guidelines.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Facilities and Environmental Services (FES) and County Attorney's office. (Attachment 5)</p> <p><u>County Attorney:</u> Provide Clerk with copy of fully executive guidelines. (Attachment 6)</p>	
<p>10. Brookhill License Agreements for Improvements on County Property.</p> <ul style="list-style-type: none"> <li>• By a vote of 5:0, <b>ADOPTED</b> resolution authorizing the County Executive to sign proposed license agreements with the developer to construct and maintain the Ashwood Boulevard Connection and</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 7)</p>	

<p>associated improvements on County property, once the licenses have been approved to form and substance by the County Attorney.</p>	<p><u>County Attorney:</u> Provide Clerk with copy of fully executed agreements. (Attachment 8)</p>	
<p>Recess.</p> <ul style="list-style-type: none"> <li>At 2:37 p.m., the Board recessed and reconvened at 2:51 p.m.</li> </ul>		
<p>11. AC44 Work Session: Draft Goals and Objectives for Rural Area Land Use and Transportation and Development Areas Land Use and Transportation.</p> <ul style="list-style-type: none"> <li><b>HELD.</b></li> </ul>		
<p>Recess.</p> <ul style="list-style-type: none"> <li>At 4:49 p.m., the Board recessed and reconvened at 4:55 p.m.</li> </ul>		
<p><b>Non-Agenda.</b> Emergency Management Update.</p> <ul style="list-style-type: none"> <li><b>RECEIVED.</b></li> </ul>		
<p>AC44 Work Session: Draft Goals and Objectives for Rural Area Land Use and Transportation and Development Areas Land Use and Transportation. (continued)</p> <ul style="list-style-type: none"> <li><b>HELD.</b></li> </ul>		
<p><b>Non-Agenda.</b> Resolution Declaring a Local Emergency.</p> <ul style="list-style-type: none"> <li>By a vote of 5:0, <b>ADOPTED</b> resolution declaring a local emergency.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to County Executive's Office and County Attorney's Office. (Attachment 9)</p>	
<p>AC44 Work Session: Draft Goals and Objectives for Rural Area Land Use and Transportation and Development Areas Land Use and Transportation. (continued)</p> <ul style="list-style-type: none"> <li><b>HELD.</b></li> </ul>	<p><u>Community Development:</u> Proceed as discussed.</p>	
<p>12. Closed Meeting.</p> <ul style="list-style-type: none"> <li>At 5:34 p.m., the Board went into Closed Meeting pursuant to section 2.2-3711(A) of the Code of Virginia under subsection (8) to consult with legal counsel regarding specific legal matters requiring legal advice relating to: <ul style="list-style-type: none"> <li>the decision of the Board of Zoning Appeals in Case No. AP2023-00004; and</li> <li>the possible exercise of authority under Virginia Code § 15.2-2308 to appoint alternates to the Board of Zoning Appeals.</li> </ul> </li> </ul>		
<p>13. Certify Closed Meeting.</p> <ul style="list-style-type: none"> <li>At 6:09 p.m., the Board reconvened into an open meeting and certified the closed meeting.</li> </ul>		
<p>14. From the County Executive: Report on Matters Not Listed on the Agenda.</p> <p><u>Jeff Richardson:</u></p> <ul style="list-style-type: none"> <li>Presented the March 2024 Progress Albemarle Report.</li> </ul>		
<p>15. From the Public: Matters on the Agenda but Not Listed for Public Hearing or on Matters Previously Considered by the Board or Matters that are Pending Before the Board.</p>		

<ul style="list-style-type: none"> <li>• <u>Sherry Buttrick</u>, White Hall District, spoke toward Item #11 - AC44 Work Session: Draft Goals and Objectives for Rural Area Land Use and Transportation and Development Areas Land Use and Transportation.</li> <li>• <b><u>The following individuals addressed the Board on Agenda Item #16 - Old Ivy Residences - Central Sewerage System Request.</u></b> <ul style="list-style-type: none"> <li>• <u>Peter Rightmyer</u></li> <li>• <u>William Sherman</u></li> </ul> </li> </ul>		
<p>16. <b>Action Item:</b> Old Ivy Residences - Central Sewerage System Request.</p> <ul style="list-style-type: none"> <li>• By a vote of 5:0, <b>ADOPTED</b> Resolution approving the installation of a central sewerage system (gravity sewer main) at the Old Ivy Residences development, subject to the conditions therein.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 10)</p>	
<p>17. <b><u>Pb. Hrg.: Spot Blight Declaration – 2941 Rolling Road, Parcel ID 10300-00-00-06700, (Scottsville District).</u></b></p> <ul style="list-style-type: none"> <li>• By a vote of 5:0, <b>ADOPTED</b> ordinance declaring the property blighted and <b>AUTHORIZED</b> staff to implement the abatement plan.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed ordinance to Community Development and County Attorney's office. (Attachment 11)</p> <p><u>Community Development:</u> Proceed as authorized.</p>	
<p>18. <b><u>Pb. Hrg.: Spot Blight Declaration – 3239 Rolling Road, Parcel ID 10300-00-00-05100, (Scottsville District).</u></b></p> <ul style="list-style-type: none"> <li>• By a vote of 5:0, <b>ADOPTED</b> ordinance declaring the property blighted and <b>AUTHORIZED</b> staff to implement the abatement plan.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed ordinance to Community Development and County Attorney's office. (Attachment 12)</p> <p><u>Community Development:</u> Proceed as authorized.</p>	
<p>19. <b><u>Pb. Hrg.: Spot Blight Declaration – 3247 Rolling Road, Parcel ID 10300-00-00-051B0, (Scottsville District).</u></b></p> <ul style="list-style-type: none"> <li>• By a vote of 5:0, <b>ADOPTED</b> ordinance declaring the property blighted and <b>AUTHORIZED</b> staff to implement the abatement plan.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed ordinance to Community Development and County Attorney's office. (Attachment 13)</p> <p><u>Community Development:</u> Proceed as authorized.</p>	
<p>20. From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> <li>• Requested more information on a bill intended to help to help conserve agricultural land and which would transfer the ability for the state to hold easements to the department of forestry.</li> </ul> <p><u>Jim Andrews:</u></p> <ul style="list-style-type: none"> <li>• Announced that at the end of the April 3, 2024, meeting there would be a discussion from the Board regarding the Ragged Mountain Natural Area Permitted Recreational Activities.</li> <li>• Requested an update on status of bills in the General Assembly.</li> </ul>		

<p><u>Jeff Richardson</u></p> <ul style="list-style-type: none"> <li>Reported that the fire situation from earlier in the day was improving.</li> </ul>		
<p>21. Adjourn to March 25, 2024, 3:00 p.m., Room 241.</p> <ul style="list-style-type: none"> <li>The meeting was adjourned at 7:27 p.m.</li> </ul>		

ckb/tom

- Attachment 1 – Resolution to Approve Additional FY 2024 Appropriations
- Attachment 2 – Resolution to Request that the Rivanna Solid Waste Authority Change Certain Fees and Other Charges for the Ivy Material Utilization Center
- Attachment 3 – Resolution to Authorize the County Executive to Submit Applications Both to Rezone County Property and for a Special Use Permit for Commercial Office and for Residential Uses on County Property Known as Rivanna Futures
- Attachment 4 – VDOT Resolution
- Attachment 5 – Resolution to Adopt Guideline for the Implementation of the Public-Private Transportation Act of 1995
- Attachment 6 – Public Private Transportation Act Guidelines
- Attachment 7 – Resolution to Authorize the County Executive to Sign Revocable License Agreements for Construction of the Ashwood Boulevard Connection and Associated Improvements within County Property as Part of the Brookhill Development
- Attachment 8 – Brookhill License Agreements - Grading and Road Construction License, Stormwater Facility License, Landscaping License
- Attachment 9 – Resolution Declaring a Local Emergency
- Attachment 10 – Resolution to Approve a Central Sewerage System on Parcels 06000-00-00-05100, 06000-00-00-024C0, 06000-00-00-024C1, 06000-00-00-024C3, and 06000-00-00-024C4
- Attachment 11 – Ordinance No. 24-A(1) Declaring the Property Located at 2941 Rolling Road A Blighted Property
- Attachment 12 – Ordinance No. 24-A(2) Declaring the Property Located at 3239 Rolling Road A Blighted Property
- Attachment 13 – Ordinance No. 24-A(3) Declaring the Property Located at 3247 Rolling Road A Blighted Property

**RESOLUTION TO APPROVE  
ADDITIONAL FY 2024 APPROPRIATIONS**

**BE IT RESOLVED** by the Albemarle County Board of Supervisors:

- 1) That Appropriations #2024028; #2024029; #2024030; and #2024031 are approved;
- 2) That the appropriations referenced in Paragraph #1, 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, 2024.

**RESOLUTION TO REQUEST THAT THE RIVANNA SOLID WASTE AUTHORITY  
CHANGE CERTAIN 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 February 12, 2024, the RSWA Executive Director has proposed changes to three 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 three 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 fees and other charges for the Ivy MUC that were proposed by letter of the RSWA Executive Director dated February 12, 2024.

**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 TO AUTHORIZE THE COUNTY EXECUTIVE TO SUBMIT APPLICATIONS BOTH TO REZONE COUNTY PROPERTY AND FOR A SPECIAL USE PERMIT FOR COMMERCIAL OFFICE AND FOR RESIDENTIAL USES ON COUNTY PROPERTY KNOWN AS RIVANNA FUTURES**

**WHEREAS**, the Board of Supervisors finds that it is in the best interest of the County to authorize the County Executive to submit an application with proffers to rezone County-owned property known as Rivanna Futures from Planned Residential Development and Rural Areas to Light Industry; and

**WHEREAS**, the Board of Supervisors finds that it is in the best interest of the County to authorize the County Executive to submit an application for a special use permit to allow for commercial office use on the proposed Development Area portion of the Rivanna Futures property; and

**WHEREAS**, the Board of Supervisors finds that it is in the best interest of the County to authorize the County Executive to submit an application for a special exception to *County Code* § 18-5.1.21 to allow residential development associated with employment generating uses;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Albemarle County, Virginia hereby authorizes the County Executive to submit the following applications regarding the County-owned property known as Rivanna Futures: (i) to rezone the property to Light Industry (with proffers), (ii) for a special use permit for commercial office use on the property, and (iii) for special exception(s) to County Code § 18-5.1.21 to allow residential development associated with employment generating uses on the property.

RESOLUTION

**WHEREAS**, portions of Rio Mills Road (currently Route 643, to be re-designated as Route 843) have been realigned and new segments constructed to standards equal to the Virginia Department of Transportation's Subdivision Street Requirements as a requisite for acceptance for maintenance as part of the Secondary System of State Highways; and

**WHEREAS**, the Virginia Department of Transportation has inspected these new street segments and found them to be acceptable for maintenance; and

**NOW, THEREFORE, BE IT RESOLVED** by the Albemarle County Board of Supervisors, this the 20<sup>th</sup> day of March, 2024, that the old segments of Route 643, identified in the "Abandonment" section of the attached Form AM-4.3, are no longer needed as part of the Secondary System of State Highways, as new road segments serve the same citizens as the old segments and are hereby requested to be deleted and/or abandoned by the Virginia Department of Transportation pursuant to § 33.2-912, *Code of Virginia*, 1950 amended.

**BE IT FURTHER RESOLVED**, that the Virginia Department of Transportation be, and it hereby is, requested to add and maintain the new segments identified in the "Addition" section of the attached Form AM-4.3 as part of the Secondary System of State Highways, pursuant to § 33.2-705, *Code of Virginia*, 1950 amended, and the regulatory requirements of VDOT.

**BE IT FURTHER RESOLVED**, that the County Board of Supervisors does hereby guarantee unencumbered rights-of-way plus the necessary easements for cuts, fills, and drainage for these added segments;

**BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to the Virginia Department of Transportation.

\* \* \* \*

**Report of Changes in the Secondary System of State Highways**

**Project/Subdivision: 9999-002-941 - Rio Mills Road and Berkmar Drive Connector-DB**

<b>CHANGE TYPE</b>	<b>RTE NUM &amp; STREET NAME</b>	<b>CHANGE DESCRIPTION</b>	<b>FROM TERMINI</b>	<b>TO TERMINI</b>	<b>LENGTH</b>	<b>NUMBER OF LANES</b>	<b>RECORDATION REFERENCE</b>	<b>ROW WIDTH</b>
Business Data Change	Rt. 643 - Old Rio Mills Road		Miller's Cottage Lane (Msr 1.533)	Seminole Trail, US-29S (Msr 1.985)	0.45	2		0
Abandonment	Rt. 643 - Rio Mills Road	Project §33.2-912	Rio Mills Road Begin Construction, Sta. 98+25 (Msr 0.735)	Miller's Cottage Lane (Msr 1.533)	0.80	2		0
Addition	Rt. 883 - Rio Mills Road	VDOT Project §33.2-705	Station 104+00 (Begin Curb Section Right)	Rte 1403 Berkmar Drive, Sta 112+90.79	0.1690	2		90.21
Addition	Rt. 883 - Rio Mills Road	VDOT Project §33.2-705	Begin Construction, Sta 98+25.00	Sta. 104+00 (Begin Curb Section Right)	0.1090	2		70
Business Data Change	Rt. 883 - Rio Mills Road		Rte 743, Earlysville Road	Begin Construction, Sta. 98+25 (Msr 0.735)	0.7350	2		0
Length Correction	Rt. 883 - Rio Mills Road		Templeton Circle (Msr 0.631)	Begin Construction, Sta. 98+25 (Msr 0.735)	0.1040			0

**RESOLUTION TO ADOPT GUIDELINES FOR THE IMPLEMENTATION OF THE PUBLIC-PRIVATE TRANSPORTATION ACT OF 1995**

**WHEREAS**, the Virginia General Assembly has enacted the Public-Private Transportation Act of 1995 (the "PPTA") (Virginia Code § 33.2-1800 *et seq.*); and

**WHEREAS**, the PPTA provides Albemarle County and other responsible public entities with the opportunity to create public-private partnerships for the development of a transportation projects for public use if the County determines there is a need for the project and that the use of PPTA procedures may provide the project to the public in a more timely or cost-effective fashion; and

**WHEREAS**, Virginia Code § 33.2-1802 requires that the Board adopt guidelines before the County may request or consider a proposal for a qualifying project under the PPTA; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Albemarle County, Virginia that the PPTA Guidelines are hereby adopted and the Chair of the Board of Supervisors is directed to sign the same.

**Albemarle County, Virginia**

**Guidelines for the Implementation of the  
Public-Private Transportation Act of 1995**

Adopted \_\_\_\_\_, 2024

**Albemarle County, Virginia Guidelines for the Implementation of the Public-Private  
Transportation Act of 1995**

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## I. INTRODUCTION

The Public-Private Transportation Act of 1995, codified in Chapter 18 of Title 33.2 of the Code of Virginia (the “Act” or the “PPTA”) is the legislative framework enabling the Commonwealth of Virginia, qualifying local governments, and certain other political entities to enter into agreements allowing private entities to develop or operate qualifying transportation facilities. These Guidelines are consistent with the Virginia Public-Private Transportation Act of 1995 and are intended to guide in the selection of projects as authorized by the PPTA.

## II. THE ACT

The Act grants responsible public entities the authority to allow private entities to “develop” or “operate” (as those terms are defined in the Act) qualifying transportation facilities if the public entity determines that (i) there is a need for the facilities and (ii) private involvement may provide the facilities to the public in a timely or cost-effective fashion. Individually-negotiated Interim and Comprehensive Agreements will define the respective rights and obligations of the responsible public entity and the private entity. Where these Guidelines conflict with the Act, compliance with the Act is mandatory.

## III. DEFINITIONS

Unless a term is defined below, these Guidelines adopt the definitions in Va. Code § 33.2-1800.

“County” means the County of Albemarle and, relative to “decisions made by the County”, the term “County” also means at the direction of the County Executive, unless otherwise specified herein.

“Highway”, “road”, and “roadway” have the definitions given in Va. Code § 33.2-100.

Throughout these Guidelines, “responsible public entity” means the County of Albemarle.

## IV. EXECUTIVE SUMMARY

The Act allows both solicited and unsolicited project proposals. The major steps involved in evaluating, selecting, and implementing projects are similar for both solicited and unsolicited proposals.

Private entities may also propose financing methods, including the imposition of user fees or service payments as contemplated by the Act. Financing arrangements may include the issuance of debt, equity, or other obligations. A proposer may enter into sale and lease back transactions and secure any financing with a pledge of, security interest in, or lien on, any or all of its property, including all of its property interests in the qualifying transportation facility.

The selection process for project proposals under the Act is not subject to the Virginia Public Procurement Act, (Va. Code § 2.2-4300 et seq.) except for Article 6, *Ethics in Public Contracting*, which is hereby incorporated by reference.

These Guidelines govern all County PPTA projects. The County Executive will designate a Selection Committee to evaluate proposals and negotiate Interim Agreements and Comprehensive Agreements. The County Executive will implement these Guidelines, receive proposals, and respond to inquiries regarding the PPTA or these Guidelines.

A Selection Committee will be chaired by a County employee of the County Executive’s choosing, and include the Director of Facilities & Environmental Services, Director of Planning, and Director of



Finance. The County Executive may also name one or more VDOT representatives to the Selection Committee.

## **V. GENERAL PROVISIONS**

### **I. Unsolicited Proposals**

#### **II. Unsolicited Proposals Permitted**

The Act permits the County to consider unsolicited proposals from private entities to acquire, construct, improve, maintain develop, or operate qualifying transportation facilities. The County will evaluate unsolicited proposals that meet the requirements of the Act and these Guidelines. After accepting an unsolicited proposal, the County will publish a notice inviting others to submit competing proposals.

The deadline for County receipt of any competing proposals will be as stated in the notice, but in any case, not less than 120 days from publication of the notice. All proposals submitted by such deadline will be considered.

#### **III. Decision to Accept and Consider Unsolicited Proposal; Notice**

Upon receipt of any unsolicited proposal and payment of the required fees (as set out in these Guidelines), the Selection Committee will recommend whether to accept the unsolicited proposal for publication and further consideration. The Board of Supervisors will consider unsolicited proposals forwarded by the Selection Committee and decide whether to publish and further consider them. The criteria used to determine the acceptability of a proposal include, without limitation, the requirements set out in Va. Code § 33.2-1803(C).

If the Board of Supervisors accepts an unsolicited proposal, the County will publish it by posting a notice in a public area regularly used by the County for posting of public notices and on the County's website for a period of not less than 45 days. The notice will state that the County (i) has received and accepted an unsolicited proposal under the PPTA, (ii) intends to evaluate the proposal, (iii) may negotiate a Comprehensive Agreement with the proposer based on the proposal, and (iv) will accept for simultaneous consideration any competing proposals that comply with these Guidelines that are received by the County within 120 days following the date of posting of the notice. The notice will summarize the proposed qualifying transportation facility or facilities, identify their proposed locations, and will outline the opportunities for public comment. Copies of unsolicited proposals will be available upon request, subject to the provisions of the Virginia Freedom of Information Act ("FOIA") (Va. Code § 2.2-3700 et seq.) and the PPTA. At least one copy will be made available for public inspection at the County Executive's Office.

If federal aid funds are anticipated in the project, the County will notify the Federal Highway Administration (FHWA). If state aid funds are anticipated in the project, the County will notify the Virginia Department of Transportation (VDOT).

Proposals received in response to a published unsolicited proposal will not be charged a fee for processing, reviewing, and evaluating

#### **IV. Unsolicited Proposal Fees**

An unsolicited proposal must be accompanied by a processing, review, and evaluation fee of \$5,000.00. If an unsolicited proposal is accepted for publication, the fee will be refunded. Failure to

submit all fees will result in suspension of consideration of a proposal. Fees must be submitted by cashier's check payable to the County of Albemarle.

## **V. Solicited Proposals**

The County may request proposals from private entities to acquire, construct, improve, maintain, develop, or operate qualifying transportation facilities provided that a finding of public interest has been issued (see Va. Code § 33.2-1803.1). Such solicitations may invite private entities to identify projects or may solicit proposals on identified projects.

The RFP will specify information and documents that must accompany each proposal and the factors that will be used in evaluating the submitted proposals. The RFP will also set out other terms, including any unique capabilities or qualifications that will be required of a private entity. Pre-proposal conferences may be held.

No fees will be charged for processing, reviewing, or evaluating a solicited proposal.

The County may instead issue a Request for Information (RFI) inviting private entities to express interest in developing or operating one or more qualifying transportation facilities. No fees will be charged for processing, reviewing, or evaluating responses to an RFI.

## **VI. Proposal Submission**

**VII.** Proposals must be clearly identified as a "PPTA PROPOSAL." To be considered, one original, five printed copies, and an electronic copy (on appropriate physical media) of any unsolicited proposal must be submitted along with the fee, if any, set out in these Guidelines to the County Executive's Office.

**VIII.** Under Va. Code § 33.2-1805(A), proposers must provide copies of their proposal to the governing body of each affected public body (county, city, town, or regional authority) other than the County of Albemarle in which the proposed project is to be located. The proposer must forward a copy of the proposal to VDOT and FHWA, if required by the PPTA.

**IX.** Proposers may be required to give one or more oral presentations.

**X.** The County may request clarification of any submissions.

**XI.** Proposals must certify that all material representations, information, and data provided with a proposal are true and correct. If a material change occurs with respect to any representations, information, or data provided, the private entity must immediately notify the County. Any violation of this provision is a material breach of the resulting Interim and Comprehensive Agreement.

## **XII. Withdrawing a Proposal**

An applicant may withdraw its proposal at any point through Detailed Review, in writing. An applicant that withdraws its proposal may submit a new proposal if a new applicant could have submitted a proposal; the resubmitted proposal will be treated as a new proposal in all respects, including the payment of fees.

**XIII. Review by Consultant**

The County may submit a proposal to an outside consultant or advisor for review, without notice to the proposer. Such consultant or advisor will be required to maintain the confidentiality of information so designated.

**XIV. Virginia Freedom of Information Act**

All proposals are subject to FOIA. Proposals containing confidential or proprietary information must, at the time of submission (i) invoke the appropriate FOIA exclusion (including citation), (ii) identify the data or other materials for which protection from disclosure is sought, and (iii) state the reasons why exclusion from disclosure is necessary. A proposal will not be protected from disclosure if the entire proposal is so designated.

The County will determine whether protection is appropriate and communicate its determination to the proposer. If the County determines that less protection than requested is appropriate, the proposer may withdraw its proposal.

Once a Comprehensive Agreement has been entered, non-proprietary or confidential procurement records will be available to the public. The County will comply with any Court order regarding access to procurement records, notwithstanding these Guidelines.

**XV. Use of Public Funds**

Constitutional, statutory, and County ordinance requirements apply to the appropriation and expenditure of public funds, including to Interim and Comprehensive Agreements entered under the PPTA.

**XVI. Applicability of Other Laws**

The applicability of the Virginia Public Procurement Act (the "VPPA") to PPTA procurement is set forth in the PPTA.

Private entities must comply with applicable federal, state, and local laws.

**XVII. Schedule**

The following schedule sets out the typical time frame within which the proposal selection process occurs, but may vary widely.

Review of Unsolicited Proposal	1 – 5 Months
Receipt of Solicited Proposals	1 – 2 Months
Selection of Proposals for Detailed Review	1 - 3 Months
Detailed Review	8 – 14 Months
Final Project Selection	1 – 3 Months
Negotiation of Interim or Comprehensive Agreement	2 - 12 Months

All proposals advanced to the Detailed Review phase will be provided a specific, anticipated, schedule for evaluation of the proposals.

## **XVIII. Finding of Public Interest**

Before issuing a Request for Proposals, the County Executive will make a finding of public interest. The finding of public interest will include the information required by Va. Code § 33.2-1803.1.

## **VI. SOLICITED AND UNSOLICITED PROPOSALS**

### **A. Proposal Contents**

1. The Act requires that proposals meet three criteria, among others. First, the proposal must seek approval to develop or operate specified transportation facilities. Second, the transportation facilities specified must be one or a combination of the following: a road, bridge, tunnel, overpass, ferry, airport, mass transit facility, vehicle parking facility, port facility, or similar commercial facility used for the transportation of persons or goods together with any buildings, structures, parking areas, appurtenances, and other property needed to operate the facility, not including a commercial or retail use or other enterprise not essential to the transportation of persons or goods. Third, the County must currently have or could assert the power itself to perform the functions that the proposer seeks to perform with respect to at least a portion of the specified transportation facilities.
2. Proposals must be signed by an authorized representative of the private entity, and contain all information required by these Guidelines. Proposers failing to submit all information requested for proposals may be given an opportunity to promptly submit missing information or may be given a lowered evaluation of the proposal.
3. Proposals submitted for consideration should include a scope of work and provide enough information about the transportation facility to determine whether it satisfies the evaluation and selection criteria.
4. Proposals should be organized in the order requested below. All pages of the proposal should be numbered.
5. The proposal should contain a table of contents that references the Guideline requirements. Information that does not fall within any of the requirements should be at the end of the proposal.

### **B. Introduction of Firm**

Information included in this section:

1. General Information:
  - a. Legal name of firm
  - b. Address
  - c. Tax ID number
  - d. Type of business structure
  - e. Contact person and contact information
  - f. Debarment status of the firm or any of its principals
  - g. Conflict of Interest Statement
2. Describe the experience of the firm or firms making the proposal and the key principals involved, including experience with projects of comparable size and complexity.

3. Describe the length of time in business, business experience, public sector experience, and other engagements.
4. Describe the past safety performance record and current safety capabilities.
5. Describe the technical performance history on recent projects of comparable size and complexity.
6. Disclose for the past three years any of the following:
  - a. bankruptcy filings
  - b. liquidated damages paid
  - c. assessments or penalties
  - d. court or arbitration claims, judgments, or settlements in contract disputes
  - e. contract defaults, contract terminations
  - f. license revocations, suspensions, other disciplinary actions
  - g. prior debarments or suspensions by a governmental entity
  - h. denials of prequalification, findings of non-responsibility
  - i. maximum five years safety performance data
  - j. "Experience Modification Rating" and issuing insurance company
  - k. "Recordable Incidence Rates" "Lost Time Incidence Rates"
  - l. OSHA 200 Summary and OSHA 300A Forms
  - m. OSHA violations, dates, and disposition
  - n. violations of any federal, state or local criminal or civil law by the firm or its principals
  - o. criminal indictments or investigations of the firm or its principals
7. Identify any firms that will provide design, construction, or completion guarantees, and a description of such guarantees.
8. Provide resumes of the key individuals who will be involved in the project.
9. For each firm or major subcontractor (\$1 million or more) that will be used in the project, provide a statement listing all of the firm's projects and clients for the past 3 years with contact information for those clients (names/addresses/ telephone numbers/email). If a firm has worked on more than 10 projects during this period, it may limit the project list to 10, but must first include all projects similar in scope and size to the proposed project, and second, it must include as many of its most recent projects as possible. Each firm or major subcontractor must submit all performance evaluation reports or other documents provided by its clients during the past 3 years.
10. Identify the Project Administrator, and if the person works for the principal firm. If not, clearly define the role and responsibility of the Project Administrator relative to the members of the firm. Provide information regarding the relevant experience the Project Administrator has leading this type and magnitude of project.
11. Provide the names, addresses, email, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.
12. Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent (20%) or greater. Submit the most recent Securities and Exchange Commission 10-K and 10-Q reports if applicable.

13. Identify proposed plan for obtaining sufficient qualified workers in all trades required for the project.
14. Provide information on any training programs, including but not limited to apprenticeship programs registered with the U.S. Department of Labor or a State Apprenticeship Council, in place for employees of the firm and employees of any member of a consortium of firms.
15. Describe worker safety training programs, job-site safety programs, accident prevention programs, safety and health plans, including incident investigation and reporting procedures.

**C. Project Description**

1. Describe the project, including its conceptual design and all proposed interconnections with other transportation facilities. Describe the proposed project in sufficient detail to identify the project's intent, locations, and the communities that may be affected. Include a description of any components that are expected to generate revenue and for whom.
2. Identify the proposed ownership arrangements for each phase of the project and indicate proposed legal liabilities and responsibilities during each phase of the project.
3. Describe any work to be performed by the County or any other public entity.
4. Describe plans to secure necessary property, including the names and addresses, of the current owners, as well as any property the proposer intends to request the County to acquire.
5. Include a list of all federal, state, and local permits and approvals required for the project and a schedule for obtaining them.
6. Indicate whether environmental, archaeological, or other assessments must be completed.
7. Propose a project schedule.
8. Propose contingency plans for addressing public needs if the project is not completed on schedule, and how the risk and liability for delays is to be apportioned.
9. State assumptions related to ownership, risk and liability, law enforcement, and operation of the project, and the existence of any restrictions on the public entity's use of the project.
10. List any other assumptions relied on for the project to be successful.
11. List any contingencies that must occur for the project to be successful.
12. Provide information on phased or partial openings of the project before completion of the entire work.
13. Describe any architectural, building, engineering, or other applicable standards that the

proposed project will meet.

#### **D. Project Benefit and Compatibility**

1. Identify anticipated positive and adverse community, economic, environmental, or other impacts. Include the amount of additional tax revenue, jobs, level of pay and fringe benefits of those jobs, training opportunities and other programs, and the number and value of local subcontracts generated by the project.
2. Propose strategies to mitigate adverse impacts.
3. Describe how the project will compliment and be compatible with existing and anticipated other transportation systems, economic development goals, and the County's comprehensive plan.
4. Describe how the project will increase performance, safety, mobility, or meet transportation demands.
5. Identify anticipated public or governmental support or opposition for the project.
6. Propose a plan to involve and inform the public and business community.

#### **E. Project Financing**

1. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.
2. Submit a plan for the development, financing and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds, including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs. Include any supporting due diligence studies, analyses, or reports.
3. Include a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all fees associated with financing given the recommended financing approach. In addition, complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.
4. Identify all anticipated risk factors and methods for dealing with these factors.
5. Describe the methods and remedies associated with any financial default.
6. Identify any local, state or federal resources that the private entity contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources (and identify each such source) and the timing of any anticipated commitment. Such disclosure should include any direct or indirect security or pledge of County revenue and expected effect on the County's debt burden.
7. Identify any proposed user fees or other third-party payments.
8. Provide financial information that indicates the private entity's financial stability and ability

to finance the project.

9. Identify the amounts and the terms and conditions for any revenue sources.
10. Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.
11. Identify any third parties that the private entity contemplates will provide financing for the project and describe the nature and timing of each such commitment.
12. The cost analysis of a proposal should not be linked solely to the financing plan proposed, as the County may determine to finance the project through other available means and may select its own finance team, funding sources, or financing vehicle.

## **F. References**

Provide a contact person of a client for which the private entity has completed a relevant project. More than one reference may be provided. References should include:

1. Name of client
2. Name, address, and telephone number of the contact person
3. Summary of the project, including original budget and final cost
4. Project schedule, proposed versus actual

## **VII. DETAILED REVIEW**

### **A. Procedure for Detailed Review**

If the Selection Committee decides to proceed to the detailed stage of review with one or more proposals, the proposers will submit supplemental information, as discussed in Format of Submission for Detailed Review below. The Selection Committee will evaluate the additional information submitted by proposers and make a recommendation to the Board of Supervisors based on their review of proposals.

The Selection Committee can make one of the following recommendations to the Board of Supervisors:

1. Recommend one or more Interim Agreements
2. Recommend one or more Comprehensive Agreements
3. Recommend no Agreement be entered into
4. Recommend re-solicitation for proposals
5. Recommend an agreement with another public entity, instead of a private entity. Such agreements are not subject to further PPTA procedures

### **B. Information required for Detailed Review**

The following information must be provided by each private entity selected for Detailed Review, unless waived in writing by the Selection Committee. Some of this information is similar to that required in Solicited and Unsolicited Proposals, but greater detail is expected at the Detailed Review phase, reflecting the greater preparation expected by this stage. The County may request additional information in response to a proposer's submission.

1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the



transportation facility.

2. A description of the transportation facility, including the conceptual design of the facility and all proposed interconnections with other transportation facilities.
3. The proposed dates for development and operation of the transportation facility along with an estimate of the life-cycle costs of the transportation facility.
4. A statement setting forth (i) the method by which the private entity proposes to secure any property interests required for the transportation facility; (ii) the names and addresses of the owners of those property interests; and (iii) a list of any property the proposer intends to request the County to obtain.
5. How the project will affect the transportation plans of other jurisdictions.
6. Describe how the project will increase performance, safety, mobility, or meet transportation demands.
7. All permits and approvals – federal, state, and local – required to develop or operate the transportation facility, and a schedule for obtaining them.
8. The public utility facilities that will be impacted by the transportation facility and plans to address those impacts.
9. Plans for developing and operating the transportation facility.
10. Anticipated revenue, debt, and equity, and which party will incur each.
11. The County's proposed participation and financial involvement, including what existing public lands, facilities, and improvements will be needed to complete the project.
12. The firms that will provide design, construction, and completion guarantees, and a description of those guarantees.
13. The project's anticipated cost and revenue throughout its life-cycle, and the estimated useful life. Explain the calculation methodology and assumptions. Assumptions about use and user fees must be addressed.
14. Any government or public support or opposition. Provide resolutions bodies, minutes of meetings, letters, and other documentation.
15. Demonstration of the project's consistency with the County's Comprehensive Plan.
16. Description of the private entity's performance evaluation system or method to track performance criteria, including schedule, cash management, quality, worker safety, change orders, and legal compliance.

#### **VIII. PROPOSAL EVALUATION AND SELECTION CRITERIA**

The Selection Committee will evaluate all Detailed Review phase proposals based on the criteria outlined above and specific criteria outlined in its solicitation. It will then recommend whether the Board

of Supervisors should permit the County to negotiate a Comprehensive Agreement or an Interim Agreement with one or more private entities.

**IX. AFFECTED JURISDICTIONS**

Detailed Review proposals must also be submitted to all other affected jurisdictions, as well, inviting those other jurisdictions to provide comment to the County on how the project will affect those jurisdictions' safety, mobility, or transportation demands. Those jurisdictions will have 60 days from receipt of the request to comment on the proposal.

**X. THE COMPREHENSIVE OR INTERIM AGREEMENT**

**A. Introduction**

If approved by the Board of Supervisors, the selected private entity will be invited to negotiate either an Interim or a Comprehensive Agreement that defines the rights and obligations of the County and the private entity. The County may seek external advice, as well as further comment from affected jurisdictions, during negotiations.

The Selection Committee will negotiate the Comprehensive or Interim Agreement. At the conclusion of negotiations, the Selection Committee will submit a draft Interim or Comprehensive Agreement, along with its recommendation, to the Board of Supervisors. The Board of Supervisors will decide whether to authorize the County Executive to execute an Agreement.

**B. Interim or Comprehensive Agreement Terms**

An Interim or Comprehensive Agreement may address:

1. The rights and responsibilities to develop and operate the transportation facility, the termination date for the private entity's authority under the agreement, and the conditions under which rights and responsibilities will transfer from one party to another.
2. The liability of the private entity and the County for property damage, personal injury, necessary repair, hazardous waste remediation, and other unforeseen damage.
3. How user fees will be established and amended. User fees will be reasonable, considering lease payments, service payments, and compensation.
  - a. A copy of any service contract must be filed with the County.
  - b. A schedule of the current user fees must be made available by the private entity to any member of the public on request.
4. The reasonable maximum return or rate of return on investment authorized for the private entity to earn:
  - a. The formula by which such rate of return will be calculated;
  - b. The distribution of any earnings in excess of the negotiated maximum rate of return; and
  - c. The payment of remaining revenues to the private entity upon the occurrence and during the continuation of material default, as remedy of such default, subject to the negotiated maximum rate of return.

5. The performance milestones that will be required of the private entity.
6. The right of the private entity to access County property, subject to permitting and other legal requirements.
7. The obligation of the private entity to acquire the right to cross utilities, other property, and waterways, and the obligation to pay the cost to do so.
8. How all involved entities will interact to establish interconnections and interoperability between the project's transportation facility and other transportation facilities.
9. Whether and for what parcels the County must exercise eminent domain.
10. The design, construction, operation, and maintenance standards with which the private entity must comply.
11. The private entity's responsibility to conform its work to standards acceptable to the County.
12. The rights of the County and its agents to inspect the construction, operation, and maintenance of the transportation facility.
13. The right of the private entity to make and enforce rules for the transportation facility.
14. The terms under which the private entity will reimburse the County for services.
15. The terms under which the County may make grants or loans, or contribute financial or in-kind resources for the development and operation of the transportation facility.
16. Whether the County will dedicate public property to be operated or otherwise used by the private entity; conveyance of that property through a dedication as allowed by the PPTA (Va. Code § 33.2-1806), which may include licenses, franchises, easements, or any other interest necessary.
17. The events that constitute default by the private entity, the private entity's right to notice and cure, and the remedies available to the County.
18. The events that constitute default by the County, the County's right to notice and cure, and the remedies available to the private entity.
19. The terms under which the County may terminate for convenience, which may include payment of a reasonable development fee and development expenses.
20. The events that constitute force majeure and the remedies available for them.
21. The insurance and bonding requirements at each stage of development or operation of the transportation facility.
  - a. Performance and payment bonds must be in form and amounts satisfactory to the County, and reasonably sufficient to ensure coverage of tort liability as set out in the PPTA (Va. Code § 33.2-1804(4)).

- b. Insurance policies must be filed with the County and timely updated.
- 22. Cost and completion guarantees, and what damages must be paid to the County for failure to meet those guarantees.
- 23. The obligation of the private entity to maintain records, to allow inspection and audit, and to provide regular reports to the County.
- 24. The obligation of the private entity to provide financial statements to the County.
- 25. The conditions under which the private entity or the County may assign its rights under the Interim or Comprehensive Agreement.
- 26. Other requirements that may be added to the PPTA, and any other terms that the Board of Supervisors deems necessary.
- 27. Funding for state police, as required by Va. Code § 33.2-1808.

**C. Use of Interim Agreement**

The County may determine that an Interim Agreement before or in connection with the negotiation of the Comprehensive Agreement is warranted. An Interim Agreement may not address all of the matters contemplated in Subsection B. An Interim Agreement may only permit the private entity to commence the following types of activity:

- 1. project planning and development, advance right of way acquisition, design and engineering, environmental analysis, and mitigation.
- 2. surveying, conducting transportation and revenue studies, and ascertaining the availability of financing for the proposed facility or facilities.
- 3. or other similar work.

The Interim Agreement may establish the process and timing of the negotiation of the Comprehensive Agreement.

**D. Use of Comprehensive Agreement**

Before entering into a Comprehensive Agreement, the County Executive will make the certification to the Governor and the General Assembly required by the PPTA (Va. Code § 33.2-1803).

Changes to the project scope that do not impact the assignment of risks or liabilities or the mitigation of revenue risk will not require a change to the finding of public interest, provided that such changes were presented in a public meeting to the Board of Supervisors.

If the Board of Supervisors approves a Comprehensive Agreement, the terms of that Agreement will control the remainder of the project.

**E. Amendments**

Amendments to an Interim or Comprehensive Agreement must be approved by the Board of Supervisors.

#### **F. Comprehensive Agreement Provisions Relating to Construction Projects.**

With respect to construction projects considered under the PPTA, the County generally anticipates addressing the following in the Comprehensive Agreement. Private entities are encouraged to include a discussion of these matters in proposals relating to construction projects.

1. The private entity must provide the County with single-contact responsibility and liability for all design and construction activities.
2. The private entity must perform a geotechnical investigation of subsurface conditions at the project site. The private entity bears the risk of inadequate investigation or improper interpretation of the results. Only if expressly stated in the Comprehensive Agreement, the County may assume partial risk for subsurface conditions that could not reasonably have been foreseen through a geotechnical investigation meeting the ordinary standard of care.
3. The private entity must perform an environmental assessment and any other studies required by federal, state, or local laws at the project site. The private entity will bear the risk of inadequate assessment and any other studies or improper interpretation of the results. Only if expressly stated in the Comprehensive Agreement, the County may assume partial risk for environmental conditions that could not reasonably have been foreseen through an environmental assessment meeting the ordinary standard of care.
4. The County encourages private entities to propose a formula for the mutual sharing of cost savings realized during construction. Mutually agreed-upon terms for the sharing of savings will be incorporated in the Comprehensive Agreement.

#### **G. Comprehensive Agreement Provisions Relating to Private Entity Legal Structure.**

The County may enter into Comprehensive Agreements with private entities that have formed joint ventures. In such cases, one or more of the individual private entities must provide a surety on behalf of all involved private entities participating in the joint venture. This requirement is in addition to the statutory requirement for a performance bond.

#### **H. Posting of Proposals; Public Comment; Public Access to Procurement Records**

Proposals will be posted for public inspection within 10 working days after acceptance as follows:

1. Trade secrets and proprietary information that would be protected from disclosure under the Virginia Freedom of Information Act will not be posted, if the private entity complies with the requirements of that Act.
2. For 30 days before entering an Interim or Comprehensive Agreement, the County will provide an opportunity for public comment on the proposals received. The Board of Supervisors may set a public hearing during that period.
3. Once negotiation of an Interim or a Comprehensive Agreement is complete and a decision to award is made, the County will (i) post the major business points of the interim or comprehensive agreement, including the projected use of any public funds, on its website and on the Department of General Services' central electronic procurement website; (ii) outline how the public can submit comments on those major business points;

and (iii) present the major business points of the interim or comprehensive agreement, including the use of any public funds, to the Board of Supervisors at a regularly scheduled meeting.

4. Once an Interim or Comprehensive Agreement has been signed by all parties, the County will make procurement records available for public inspection, in accordance with the Virginia Freedom of Information Act.
5. Cost estimates relating to a proposed procurement transaction prepared by or for the County are not open to public inspection.
6. Any inspection of procurement transaction records under this section is subject to reasonable restrictions to ensure the security and integrity of the records.
7. The provisions of this section apply to accepted proposals, regardless of whether an Agreement is entered.

APPROVED:

\_\_\_\_\_  
Jim H. Andrews, Chair  
Albemarle County Board of Supervisors

\_\_\_\_\_, 2024

## **PROCUREMENT APPROVAL FORM**

Under Virginia Law, responsible public entities must follow the provisions of the Virginia Public Procurement Act (Chapter 43 of the *Va. Code*) unless, as provided in *Va. Code* § 33.2-1803.1, “the chief executive officer of the responsible public entity shall make a finding of public interest.” This determination must be made in writing and at a minimum must contain the following information:

1. A description of the benefits expected to be realized by the responsible public entity through the development or operation of the transportation facility, including person throughput, congestion mitigation, safety, economic development, environmental quality, and land use.
2. An analysis of the public contribution necessary for the development or operation of the facility, including a maximum public contribution that will be allowed.
3. A description of the benefits to the County expected to be realized through the use of the PPTA as compared to developing or operating the transportation facility through other procurement methods.
4. A statement of the risks, liabilities, and responsibilities expected to be transferred, assigned, or assumed by the County, which shall include the following:
  - a. A statement as to which entity is expected to assume the risk of lesser-than-anticipated revenue.
  - b. A discussion of other risks, liabilities, and responsibilities, and which entity is expected to assume them. This must include an explanation of how those conclusions were arrived at and how the public’s interests are to be protected.
  - c. Other items determined appropriate in light of these Guidelines.
5. If an Interim Agreement will be entered, a finding and explanation that doing so is more beneficial than proceeding directly to a Comprehensive Agreement.

The County Executive must issue such findings before a Comprehensive Agreement is entered.

Project: \_\_\_\_\_

Location: \_\_\_\_\_

Private Entity submitting unsolicited proposal: \_\_\_\_\_

Or

Private Entity with which an Agreement will be entered: \_\_\_\_\_

[Finding of Public Interest]

[Information required above]

**County Executive's Review:**

I have reviewed the appropriate documentation related to this proposal, and I do  / do not  approve the County's decision to proceed with the procurement as competitive sealed bids  or competitive negotiations  under Va. Code § 33.2-1803.1 and as outlined above.

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date



**RESOLUTION TO AUTHORIZE THE COUNTY EXECUTIVE TO SIGN  
REVOCABLE LICENSE AGREEMENTS FOR CONSTRUCTION OF THE ASHWOOD BOULEVARD  
CONNECTION AND ASSOCIATED IMPROVEMENTS WITHIN COUNTY PROPERTY AS PART OF THE  
BROOKHILL DEVELOPMENT**

**WHEREAS**, The Ashwood Boulevard Connection was proffered with the approved ZMA2018000111 Brookhill property rezoning on July 17, 2019; and

**WHEREAS**, legal access by non-exclusive revocable license agreements is needed in order for the developer to construct and maintain the proffered roadway and associated improvements;

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors authorizes the County Executive to sign revocable license agreements on behalf of the County for construction of the Ashwood Boulevard Connector road, stormwater management, and landscaping improvements on County-owned property located in the Brookhill development, once the licenses are approved as to form and substance by the County Attorney.



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

Parcel ID Number 046B5-00-00-001C0

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

**NON-EXCLUSIVE REVOCABLE GRADING AND ROAD CONSTRUCTION LICENSE**

**THIS NON-EXCLUSIVE REVOCABLE LICENSE** (the "License") dated March 26, 2024, is by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County" or "Licensor") and **BROOKHILL TOWN CENTER, LLC**, a Virginia limited liability company (hereinafter referred to as "Licensee").

**WHEREAS**, the County is the fee simple owner Parcel ID Number 046B5-00-00-001C0, located in Albemarle County, Virginia.

**WHEREAS**, the County desires to grant to Licensee a non-exclusive revocable license to use certain portions of Parcel ID Number 046B5-00-00-001C0, described below as the "Licensed Premises," for the purposes hereinafter set forth, subject to the terms and conditions set forth in this License.

**WITNESS:**

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

**1. Grant of License.** Subject to the terms and conditions set forth herein, the County hereby grants to Licensee a non-exclusive revocable license within the Licensed Premises to establish, install, construct, maintain, and repair a road until the Virginia Department of Transportation (VDOT) accepts maintenance thereof. The Licensed Premises consists of the following areas shown on that certain plat of Roudabush, Gale & Assoc., Inc., dated October 17, 2022, last revised February 2, 2024, and titled "Plat Creating Various Public Easements and Boundary Line Adjustments Creating an Extension of Archer Avenue on Tax Map Parcels: 46E-9-A, 46E-10-E, 46B5-1C, and 46E-A, Rivanna Magisterial District, County of Albemarle, Virginia" (SUB202200188):

- (a) "Archer Avenue V/W Public R/W Hereby Dedicated to Public Use 1.745 Ac.,"
- (b) "New V/W Temp. Grading & Construction Area," and
- (c) "New V/W Temporary Grading and Construction Area."

**2. Establishment and Maintenance of Improvements.** As a condition of subdivision approval, Licensee must establish, install, construct, maintain, and repair, at its sole cost and expense, the following improvements (collectively, the "Improvements") required by and shown on the approved "Brookhill – Archer Avenue Extension Road Plan" (SUB202200142) within the Licensed Premises, until VDOT accepts maintenance of said Improvements:

- All road and associated improvements that meet all specifications of both the road plans approved with SUB202200142 and VDOT, and is accepted for maintenance by VDOT, including but not limited to fill, grading, pavement sections, sidewalks, curb and gutter, drainage pipes and structures, riprap, striping and signage, and other improvements

All Improvements within the Licensed Premises will be and remain the property of the County.

3. **Maintenance of Licensed Premises and Improvements.** Until VDOT accepts maintenance of the Improvements, the Licensee must maintain, at its sole cost and expense, the Licensed Premises and Improvements. The County has the right, but not the obligation, to maintain the Licensed Premises and/or any Improvement(s) in the event that Licensee fails or otherwise refuses to do so, and, thereafter, the County will be entitled to reimbursement from Licensee for the reasonable costs associated therewith.

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

A. **Right of Ingress and Egress.** Licensee may enter the Licensed Premises at any time for the purpose of establishing, installing, constructing, inspecting, maintaining, and/or repairing the Licensed Premises and will be solely responsible for inspecting, maintaining, and repairing the Licensed Premises and any Improvements thereon until VDOT accepts maintenance of the Improvements.

B. **Right to Disturb, Maintain and Repair the Licensed Premises.**

(i) While establishing, installing and constructing any Improvements, Licensee may trim, cut or remove from the Licensed Premises any trees, brush or shrubbery and other natural vegetation; remove and relocate fences, structures or other obstructions within the Licensed Premises; and take other similar action reasonably necessary in its good faith judgment to establish, install and construct any required Improvement(s); and

(ii) After establishing, installing and constructing any Improvements, Licensee may trim, cut or remove from the Licensed Premises any trees, brush or shrubbery; remove and relocate fences, structures or other obstructions within the Licensed Premises; and take other similar action reasonably necessary to maintain, operate, use and manage the Licensed Premises.

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

5. **Termination.**

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

B. Within thirty (30) days of the termination of this License or as soon thereafter as practical, if so requested by the County, Licensee must promptly remove, at its sole cost and expense, any

improvements installed by Licensee in the Licensed Premises. If Licensee does not promptly complete such removal, the County may either (i) complete such removal and thereafter the County will be entitled to reimbursement by Licensee for reasonable costs associated therewith, or (ii) accept ownership of any Improvements and thereupon the County will be the sole owner of said Improvements, which will be deemed a part of the real property and improvements comprising Parcel ID Number 046B5-00-00-001C0, free and clear of any claims, liens, encumbrances or the like of any party.

**6. Non-Exclusivity; Restrictions.**

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

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

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

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

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

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

9. **Hold Harmless.** Notwithstanding any other provision in this License, Licensee will protect, defend and save harmless the County from and against any and all liabilities, obligations, losses, claims, damages, demands, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) of any kinds imposed upon, incurred by, or otherwise asserted against the County on account of (a) any loss or damage caused by the Licensee or its agents during

construction of the Improvements to the Licensed Premises or Archer Avenue, or (b) any injury to, or death of, any person that may be occasioned by any cause whatsoever pertaining to or otherwise associated with this License or any Improvements, except the gross negligence or malfeasance of the County. The terms of this Section 9 including the Licensee's indemnity obligations hereunder will survive the expiration or termination of this License, until such time as the Improvements are accepted for maintenance by the County or VDOT, as applicable.

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

11. **Title, Access and Authority.** The County covenants and warrants to Licensee that it presently owns the fee simple interest in and to Parcel ID Number 046B5-00-00-001C0, and that the County is duly authorized and empowered to grant this License.

12. **No Dedication.**

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

B. Notwithstanding any other provision in this License, the License herein granted is not intended to and will not effect or constitute a dedication to the Licensee of the Licensed Premises, and the rights created hereunder are and will remain for the benefit only of the authorized and permitted persons designated herein, including Licensee.

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

14. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

WITNESS the following signatures.

LICENSOR

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

By: *Jeffrey B. Richardson*  
Jeffrey B. Richardson, County Executive

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Charlottesville :

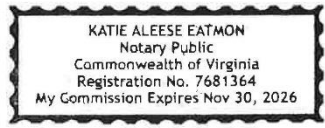
The foregoing instrument was acknowledged before me this 26 day of March,  
2024 by Jeffrey B. Richardson, County Executive on behalf of the County of Albemarle, Virginia.

*Katie Aleese Eatmon*  
Notary Public

My Commission Expires: 11/30/2026

APPROVED AS TO FORM:

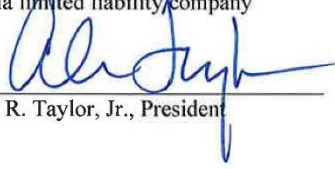
*Andre N. Haniel*  
County Attorney





**LICENSEE:**

**BROOKHILL TOWN CENTER, LLC,**  
a Virginia limited liability company

By:   
Alan R. Taylor, Jr., President

COMMONWEALTH OF VIRGINIA  
CITY OF CHARLOTTESVILLE:

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February,  
2024 by Alan R. Taylor, Jr., President on behalf of Brookhill Town Center, LLC.



Notary Public

My Commission Expires: Oct. 31<sup>st</sup> 2027



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

Parcel ID Number 046B5-00-00-001C0

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

**NON-EXCLUSIVE REVOCABLE STORMWATER FACILITY LICENSE**

March 26 THIS NON-EXCLUSIVE REVOCABLE LICENSE (the "License") dated 2024, is by and between the COUNTY OF ALBEMARLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County" or "Licensor") and BROOKHILL TOWN CENTER, LLC, a Virginia limited liability company (hereinafter referred to as "Licensee").

WHEREAS, the County is the fee simple owner Parcel ID Number 046B5-00-00-001C0, located in Albemarle County, Virginia.

WHEREAS, the County desires to grant to Licensee a non-exclusive revocable license to use certain portions of Parcel ID Number 046B5-00-00-001C0, described below as the "Licensed Premises," for the purposes hereinafter set forth, subject to the terms and conditions set forth in this License.

**WITNESS:**

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

1. **Grant of License.** Subject to the terms and conditions set forth herein, the County hereby grants to Licensee a non-exclusive revocable license within the Licensed Premises to establish, install, construct, maintain, and repair all required erosion and sediment control measures and drainage and stormwater management facilities. The Licensed Premises consists of those certain areas shown as "New V/W Public SWM Facility Area" on that certain plat of Roudabush, Gale & Assoc., Inc., dated October 17, 2022, last revised February 2, 2024, and titled "Plat Creating Various Public Easements and Boundary Line Adjustments Creating an Extension of Archer Avenue on Tax Map Parcels: 46E-9-A, 46E-10-E, 46B5-1C, and 46E-A, Rivanna Magisterial District, County of Albemarle, Virginia" (SUB202200188).

2. **Establishment and Maintenance of Improvements.** As a condition of subdivision approval, Licensee must establish, install, construct, maintain, and repair, at its sole cost and expense, the following improvements (collectively, the "Improvements") as required by and shown on the "Brookhill – Archer Avenue Extension VSMP Plan" (WPO-2022-00040) within the Licensed Premises.

- All grading, drainage, and stormwater management facilities, including but not limited to the stormwater management basin, level spreader, pipes, riprap, structures, vegetated filter strip, and other improvements, and

- All temporary and permanent erosion and sediment control measures, including but not limited to sediment trap, silt fence, baffles, pipes, structures, riprap, dust control, inlet/outlet protection, diversions, and other measures.

All Improvements within the Licensed Premises will be and remain the property of the County.

3. **Maintenance of Licensed Premises and Improvements.** As provided in the separate Stormwater Management Agreement between the parties, the Licensee must maintain, at its sole cost and expense, the Licensed Premises and Improvements. The County has the right, but not the obligation, to maintain the Licensed Premises and/or any Improvement(s) in the event that Licensee fails or otherwise refuses to do so, and, thereafter, the County will be entitled to reimbursement from Licensee for the reasonable costs associated therewith.

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

A. **Right of Ingress and Egress.** Licensee may enter the Licensed Premises at any time for the purpose of establishing, installing, constructing, inspecting, maintaining, and/or repairing the Licensed Premises and will be solely responsible for inspecting, maintaining, and repairing the Licensed Premises and any Improvements thereon.

B. **Right to Disturb, Maintain and Repair the Licensed Premises.**

(i) While establishing, installing and constructing any Improvements, Licensee may trim, cut or remove from the Licensed Premises any trees, brush or shrubbery and other natural vegetation; remove and relocate fences, structures or other obstructions within the Licensed Premises; and take other similar action reasonably necessary in its good faith judgment to establish, install and construct any required Improvement(s); and

(ii) After establishing, installing and constructing any Improvements, Licensee may trim, cut or remove from the Licensed Premises any trees, brush or shrubbery; remove and relocate fences, structures or other obstructions within the Licensed Premises; and take other similar action reasonably necessary to maintain, operate, use and manage the Licensed Premises.

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

5. **Termination.**

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

B. Within thirty (30) days of the termination of this License or as soon thereafter as practical, if so requested by the County, Licensee must promptly remove, at its sole cost and expense, any improvements installed by Licensee in the Licensed Premises. If Licensee does not promptly complete such

removal, the County may either (i) complete such removal and thereafter the County will be entitled to reimbursement by Licensee for reasonable costs associated therewith, or (ii) accept ownership of any Improvements and thereupon the County will be the sole owner of said Improvements, which will be deemed a part of the real property and improvements comprising Parcel ID Number 046B5-00-00-001C0, free and clear of any claims, liens, encumbrances or the like of any party.

**6. Non-Exclusivity; Restrictions.**

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

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

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

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

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

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

9. **Hold Harmless.** Notwithstanding any other provision in this License, Licensee will protect, defend and save harmless the County from and against any and all liabilities, obligations, losses, claims, damages, demands, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) of any kinds imposed upon, incurred by, or otherwise asserted against the County on account of (a) any loss or damage caused by the Licensee or its agents during construction of the Improvements to the Licensed Premises or Archer Avenue, or (b) any injury to, or death

of, any person that may be occasioned by any cause whatsoever pertaining to or otherwise associated with this License or any Improvements, except the gross negligence or malfeasance of the County. The terms of this Section 9 including the Licensee's indemnity obligations hereunder will survive the expiration or termination of this License.

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

**11. Title, Access and Authority.** The County covenants and warrants to Licensee that it presently owns the fee simple interest in and to Parcel ID Number 046B5-00-00-001C0, and that the County is duly authorized and empowered to grant this License.

**12. No Dedication.**

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

B. Notwithstanding any other provision in this License, the License herein granted is not intended to and will not effect or constitute a dedication to the Licensee of the Licensed Premises, and the rights created hereunder are and will remain for the benefit only of the authorized and permitted persons designated herein, including Licensee.

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

**14. Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

WITNESS the following signatures.

**LICENSOR**

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

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

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Charlottesville :

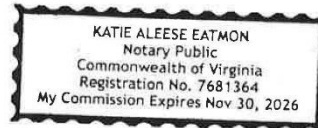
The foregoing instrument was acknowledged before me this 26 day of March,  
20 24 by Jeffrey B. Richardson, County Executive on behalf of the County of Albemarle, Virginia.

[Signature]  
Notary Public

My Commission Expires: 11/30/2026

**APPROVED AS TO FORM:**

[Signature]  
County Attorney




**LICENSEE:**

**BROOKHILL TOWN CENTER, LLC,**  
a Virginia limited liability company

By:   
Alan R. Taylor, Jr., President

COMMONWEALTH OF VIRGINIA  
CITY OF CHARLOTTESVILLE:

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February,  
2024 by Alan R. Taylor, Jr., President on behalf of Brookhill Town Center, LLC.

  
Notary Public

My Commission Expires: Oct. 31<sup>st</sup> 2027





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

Parcel ID Number 046B5-00-00-001C0

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

**NON-EXCLUSIVE REVOCABLE LANDSCAPING LICENSE**

**THIS NON-EXCLUSIVE REVOCABLE LICENSE** (the "License") dated March 26, 2024, is by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County" or "Licensor") and **BROOKHILL MASTER ASSOCIATION, INC.**, a Virginia non-stock corporation (hereinafter referred to as the "Association" or "Licensee").

**WHEREAS**, the County is the fee simple owner of Parcel ID Number 046B5-00-00-001C0, located in Albemarle County, Virginia.

**WHEREAS**, the County desires to grant to the Association a non-exclusive revocable license to use certain portions of Parcel ID Number 046B5-00-00-001C0, described below as the "Licensed Premises," for the purposes hereinafter set forth, subject to the terms and conditions set forth in this License.

**WITNESS:**

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

1. **Grant of License.** Subject to the terms and conditions set forth herein, the County hereby grants to the Association a non-exclusive revocable license within the Licensed Premises to establish and maintain landscaping. The Licensed Premises consists of those certain areas shown as "New V/W Temporary Grading and Construction Area" and "New V/W Temp. Grading & Construction Area" on that certain plat of Roudabush, Gale & Assoc., Inc., dated October 17, 2022, last revised February 2, 2024, and titled "Plat Creating Various Public Easements and Boundary Line Adjustments Creating an Extension of Archer Avenue on Tax Map Parcels: 46E-9-A, 46E-10-E, 46B5-1C, and 46E-A, Rivanna Magisterial District, County of Albemarle, Virginia."

2. **Establishment and Maintenance of Improvements.** As a condition of subdivision approval, the Association must establish and maintain, at its sole cost and expense, all landscaping specified in the road plans/site plan approved with SUB202200142 (collectively, the "Improvements") within the Licensed Premises.

All Improvements within the Licensed Premises will be and remain the property of the County.

3. **Maintenance of Licensed Premises and Improvements.** The Association must maintain, at its sole cost and expense, the Licensed Premises and Improvements. The County has the right, but not

the obligation, to maintain the Licensed Premises and/or any Improvement(s) in the event that the Association fails or otherwise refuses to do so, and, thereafter, the County will be entitled to reimbursement from the Association for the reasonable costs associated therewith.

4. **Rights of the Association Associated with Maintaining the Licensed Premises.** The Association its agents, employees and contractors may enter the Licensed Premises under the following terms:

A. **Right of Ingress and Egress.** The Association may enter the Licensed Premises at any time for the purpose of establishing, installing, constructing, inspecting, maintaining, and/or repairing the Licensed Premises and will be solely responsible for inspecting, maintaining, and repairing the Licensed Premises and any Improvements thereon.

B. **Right to Disturb, Maintain and Repair the Licensed Premises.**

(i) While establishing, installing and constructing any Improvements, the Association may trim, cut or remove from the Licensed Premises any trees, brush or shrubbery and other natural vegetation; remove and relocate fences, structures or other obstructions within the Licensed Premises; and take other similar action reasonably necessary in its good faith judgment to establish, install and construct any required Improvement(s); and

(ii) After establishing, installing and constructing any Improvements, the Association may trim, cut or remove from the Licensed Premises any trees, brush or shrubbery; remove and relocate fences, structures or other obstructions within the Licensed Premises; and take other similar action reasonably necessary to maintain, operate, use and manage the Licensed Premises.

C. **Obligation to Remove Trash and Other Debris.** The Association must remove from the Licensed Premises all trash and other debris resulting from or otherwise accumulating due to the establishment, installation, construction, maintenance, or repair of the Licensed Premises and/or Improvements.

5. **Termination.**

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

B. Within thirty (30) days of the termination of this License or as soon thereafter as practical, if so requested by the County, the Association must promptly remove, at its sole cost and expense, any improvements installed by the Association in the Licensed Premises. If the Association does not promptly complete such removal, the County may either (i) complete such removal and thereafter the County will be entitled to reimbursement by the Association for reasonable costs associated therewith, or (ii) accept ownership of any Improvements and thereupon the County will be the sole owner of said Improvements, which will be deemed a part of the real property and improvements comprising Parcel ID Number 046B5-00-00-001C0, free and clear of any claims, liens, encumbrances or the like of any party.

6. **Non-Exclusivity; Restrictions.**

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

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

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

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

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

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

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

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

11. **Title, Access and Authority.** The County covenants and warrants to the Association that it presently owns the fee simple interest in and to Parcel ID Number 046B5-00-00-001C0, and that the County is duly authorized and empowered to grant this License.

12. **No Dedication.**

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

B. Notwithstanding any other provision in this License, the License herein granted is not intended to and will not effect or constitute a dedication to the Association of the Licensed Premises, and the rights created hereunder are and will remain for the benefit only of the authorized and permitted persons designated herein, including the Association.

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

14. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

WITNESS the following signatures.

**LICENSOR**

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

By:   
Jeffrey B. Richardson, County Executive

COMMONWEALTH OF VIRGINIA

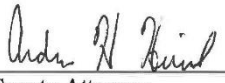
CITY/COUNTY OF Charlottesville \_\_\_\_\_:

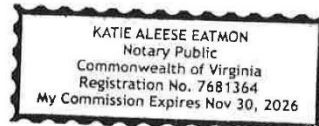
The foregoing instrument was acknowledged before me this 26 day of March,  
2024 by Jeffrey B. Richardson, County Executive on behalf of the County of Albemarle, Virginia.

  
Notary Public

My Commission Expires: 11/30/2026

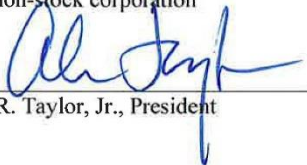
**APPROVED AS TO FORM:**

  
County Attorney



**LICENSEE:**

**BROOKHILL MASTER ASSOCIATION, INC.,** a  
Virginia non-stock corporation

By:   
Alan R. Taylor, Jr., President

COMMONWEALTH OF VIRGINIA  
CITY OF CHARLOTTESVILLE:

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February,  
20 24 by Alan R. Taylor, Jr., President on behalf of Brookhill Master Association, Inc.

  
Notary Public

My Commission Expires: Oct. 31<sup>st</sup> 2027



**RESOLUTION  
DECLARING A LOCAL EMERGENCY**

**WHEREAS**, the current atmospheric conditions including drastic winds and uncontained brush fires, beginning on 20 March 2024 (“the Disaster”) have caused and will continue to cause significant damage in the County; and

**WHEREAS**, County resources are exhausted and local mutual aid is unavailable; and

**WHEREAS**, in the judgment of the Board of Supervisors of the County of Albemarle, Virginia, the Disaster is of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate the damage, loss, hardship or suffering threatened or caused thereby.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Albemarle, Virginia that a local emergency is declared pursuant to Virginia Code § 44-146.21; and

**BE IT FURTHER RESOLVED** that the County’s Director of Emergency Management is authorized to exercise the powers granted to him pursuant to Virginia Code § 44-146.21 while this declaration is in effect.



**RESOLUTION TO APPROVE  
A CENTRAL SEWERAGE SYSTEM  
ON PARCELS 06000-00-00-05100, 06000-00-00-024C0,  
06000-00-00-024C1, 06000-00-00-024C3, AND 06000-00-00-024C4**

**WHEREAS**, on March 1, 2023, the Board of Supervisors approved zoning map amendment ZMA202300008 Old Ivy Residences (“ZMA 2023-8”) on Parcels 06000-00-00-05100, 06000-00-00-024C0, 06000-00-00-024C1, 06000-00-00-024C3, and 06000-00-00-024C4; and

**WHEREAS**, in conjunction with ZMA 2023-8, the owner of the subject parcels is seeking approval of a central sewerage system.

**NOW, THEREFORE, BE IT RESOLVED** that, upon consideration of the foregoing, the staff report prepared for this request and all of its attachments, the information presented to the Board of Supervisors, and the factors relevant to central sewerage systems in County Code Chapter 16 and the Albemarle County Comprehensive Plan, the Albemarle County Board of Supervisors hereby approves the proposal to construct a new central sewerage system on Parcels 06000-00-00-05100, 06000-00-00-024C0, 06000-00-00-024C1, 06000-00-00-024C3, and 06000-00-00-024C4, subject to the conditions contained herein.

\* \* \* \*

**The Old Ivy Residences Central Sewerage System Conditions**

1. The central sewerage system must be constructed in accordance with the preliminary Utility Plan and Profiles (Attachment B);
2. The central sewerage system must be constructed to public utility standards;
3. Final plans and specifications must be submitted with the final site plan and are subject to approval by the County Engineer prior to commencing construction of the sewerage system;
4. Prior to issuance of any certificate of occupancy for any building to be served by the sewerage system, the owner must provide a Certificate of Completion and as-built drawings to the Building Official or County Engineer;
5. The owner(s) of Parcels 06000-00-00-05100, 06000-00-00-024C0, 06000-00-00-024C1, 06000-00-00-024C3, and 06000-00-00-024C4 must assume full responsibility for the operation and maintenance of the sewerage system; and
6. If requested by the County Engineer, the owner must document compliance with all State operation and maintenance requirements.

**ORDINANCE NO. 24-A(1)**

**AN ORDINANCE TO DECLARE THE PROPERTY LOCATED AT 2941 ROLLING ROAD  
A BLIGHTED PROPERTY**

**WHEREAS**, on March 7, 2023, the County's Building Official, as designee of the County Executive, made a preliminary determination ("Building Official's Determination") that the property located at 2941 Rolling Road, further described as Parcel ID 10300-00-00-06700 (the "Property"), is a blighted property; and

**WHEREAS**, notice of the Building Official's Determination was provided to the owner of the Property in accordance with *Virginia Code* § 36-49.1:1(B), and the owner did not respond with a spot blight abatement plan to address the blight within a reasonable time; and

**WHEREAS**, the Board conducted a duly noticed public hearing on this Ordinance on March 20, 2024, and the Board has considered all of the information and recommendations presented.

**NOW, THEREFORE, BE IT ORDAINED** that the Board of Supervisors of Albemarle County hereby finds and declares the Property located at 2941 Rolling Road to be a "blighted property," as that term is defined in *Virginia Code* § 36-3. The County Executive or his designee is authorized, on behalf of the Board, to acquire, hold, clear, repair, manage, or dispose of the Property and to recover the costs of any repair or disposal of such Property from the owner or owners of record, all in accordance with *Virginia Code* § 36-49.1:1.

**ORDINANCE NO. 24-A(2)**

**AN ORDINANCE TO DECLARE THE PROPERTY LOCATED AT 3239 ROLLING ROAD  
A BLIGHTED PROPERTY**

**WHEREAS**, on March 7, 2023, the County's Building Official, as designee of the County Executive, made a preliminary determination ("Building Official's Determination") that the property located at 3239 Rolling Road, further described as Parcel ID 10300-00-00-05100 (the "Property"), is a blighted property; and

**WHEREAS**, notice of the Building Official's Determination was provided to the owner of the Property in accordance with the requirements of *Virginia Code* § 36-49.1:1(B), and the owner did not respond with a spot blight abatement plan to address the blight within a reasonable time; and

**WHEREAS**, the Board conducted a duly noticed public hearing on this Ordinance on March 20, 2024, and the Board has considered all of the information and recommendations presented.

**NOW, THEREFORE, BE IT ORDAINED** that the Board of Supervisors of Albemarle County hereby finds and declares the Property located at 3239 Rolling Road to be a "blighted property," as that term is defined in *Virginia Code* § 36-3. The County Executive or his designee is authorized, on behalf of the Board, to acquire, hold, clear, repair, manage, or dispose of the Property and to recover the costs of any repair or disposal of such Property from the owner or owners of record, all in accordance with *Virginia Code* § 36-49.1:1.

**ORDINANCE NO. 24-A(3)**

**AN ORDINANCE TO DECLARE THE PROPERTY LOCATED AT 3247 ROLLING ROAD  
A BLIGHTED PROPERTY**

**WHEREAS**, on March 7, 2023, the County's Building Official, as designee of the County Executive, made a preliminary determination ("Building Official's Determination") that the property located at 3247 Rolling Road, further described as Parcel ID 10300-00-00-051B0 (the "Property"), is a blighted property; and

**WHEREAS**, notice of the Building Official's Determination was provided to the owner of the Property in accordance with the requirements of *Virginia Code* § 36-49.1:1(B), and the owner did not respond with a spot blight abatement plan to address the blight within a reasonable time; and

**WHEREAS**, the Board conducted a duly noticed public hearing on this Ordinance on March 20, 2024, and the Board has considered all of the information and recommendations presented.

**NOW, THEREFORE, BE IT ORDAINED** that the Board of Supervisors of Albemarle County hereby finds and declares the Property located at 3247 Rolling Road to be a "blighted property," as that term is defined in *Virginia Code* § 36-3. The County Executive or his designee is authorized, on behalf of the Board, to acquire, hold, clear, repair, manage, or dispose of the Property and to recover the costs of any repair or disposal of such Property from the owner or owners of record, all in accordance with *Virginia Code* § 36-49.1:1.

