

A regular meeting of the Board of Supervisors of Albemarle County, Virginia, was held on October 2, 2024, at 1:00 p.m. in Lane Auditorium, Second Floor, Albemarle County Office Building, 401 McIntire Road, Charlottesville, Virginia, 22902.

PRESENT: Mr. Jim H. Andrews, Mr. Ned Gallaway, Ms. Beatrice (Bea) J.S. LaPisto-Kirtley, Ms. Ann H. Mallek, Ms. Diantha H. McKeel, and Mr. Mike O. D. Pruitt.

ABSENT: none.

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

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

Mr. Andrews introduced the Albemarle County Police Department Officers present to provide their services at the meeting, Sergeant Matthew Riley and Senior Police Officer Kristian Hernandez.

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

Agenda Item No. 4. Adoption of Final Agenda.

Mr. Andrews said that he had not heard of any suggested changes, and that he was looking for a motion.

Ms. Mallek **moved** to adopt the final agenda. Ms. McKeel **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

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

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

Mr. Pruitt stated that he would like to begin by acknowledging that everyone at the dais recently attended a lovely event in the Scottsville district, where they were joined by the governor and his team to announce the expansion of Afton Scientific, a locally owned and operated scientific manufacturing company that will be bringing in a significant number of new collar jobs. He said that these were good-paying jobs in the tech and manufacturing sectors that did not require a college degree, and they would help them lean into their impressive workforce development capabilities here in the County. He said that he was thrilled about this opportunity for partnership between their Economic Development team and the state.

Mr. Pruitt said that after this event, he went to the County Offices on 5th Street to vote. He said that unfortunately, he was unable to cast his ballot because he forgot to bring his ID and chose not to use the attestation option, which is available if one does not have an ID. He said that early voting was ongoing and would continue to be available. He said that he had a sticker from Ms. McKeel, who voted yesterday. He asked the public to please go out and vote.

Mr. Gallaway reported that he was pleased to see the VIA (Virginia Institute of Autism) Centers for Neurodevelopment host a screening of the documentary "In a Different Key" at the Paramount last evening. He said that if they had not had a chance to see it, the documentary was about individuals with autism and provided a wonderful history and case studies. He said that he found it to be very informative and impactful. He said that he appreciated the effort that was put into hosting this screening. He said that if they had not had a chance to catch it, he highly recommended "In a Different Key."

Ms. LaPisto-Kirtley stated that in addition to other things going on, they also had COVID and the flu circulating. She said that to let everyone know, one could get four free COVID tests by visiting COVIDtests.gov. She said that the website would send the four free COVID tests, and although the expiration date may appear outdated, a paper was included that stated that they were extending the life of these COVID tests.

Ms. LaPisto-Kirtley reported that the Peabody School at Darden Town was also hosting an event. She said that on October 4, 2024, between 8:30 a.m. and 10:00 a.m., the children would be participating in a planting activity, focusing on pollinator-friendly plants. She said that this event would be ongoing throughout the week. She said that she would like to extend her congratulations to the Peabody School for their initiative.

Ms. Mallek stated that in the past week, the horrific news and images from the hurricane that affected the eastern half of the country had prompted several constituents to consider the importance of doing a good job on their waterways and stream buffers. She said that as flooding occurred in Albemarle and throughout Appalachia, this presented an opportunity to take notice of where they could make

improvements to help prevent future situations that created life-or-death danger, damaged property, and required expensive repairs to infrastructure.

Ms. Mallek said that with the time they had now, as they worked on their Comprehensive Plan and other zoning issues, they could give true consideration to the storm damage in their minds. She said that while some damage and disaster could not be avoided, they could make flooding situations worse or better with good policy. She looked forward to the adoption, consideration, and adoption of the Riverian Buffer Overlay District and other ordinances, as well as the Comprehensive Plan, which could take these factors into consideration as they discussed climate.

Ms. Mallek said that to the current day, she would like to provide a few reports on the RRBC (Rivanna River Basin Commission) meeting last Friday, the 27th, at Carver. She said more than 100 participants attended, and updates were received about the Rivanna River Corridor Plan. She said discussions and questions were also held. She said the Rivanna River had been the first designated scenic river in Virginia, more than 50 years ago.

Ms. Mallek said that Lisa Wittenborn of the Rivanna Conservation Alliance reported on the health of the river, citing 22 years of data certified by the Department of Environmental Quality (DEQ). Tim Padalino gave a fantastic presentation on the parks, trails, and outdoor recreation in Albemarle County, focusing on phase three of the corridor plan. She said the inventory of cultural and historic areas, sensitive ecological areas, and determinations of the best places for future human access without environmental damage were also discussed.

Ms. Mallek said that they discussed progress on the Old Mills Trail extension to Milton along the north side of the river and the donated easements currently in process. She said that the Brook Hill River Park was shovel-ready and poised to receive funding from outside sources, serving as the northern entry point to the Rivanna Blueway, a 17-mile stretch of river that extended south to Buck Island on the Fluvanna border. She said that the Cobb family, who owned the largest Black-owned farm, the Buck Island Farm, would be working with the family to record that and ensure that was acknowledged as the park was developed.

Ms. Mallek said that Chris Ritter, destination manager at the Charlottesville-Albemarle Convention and Visitors Bureau (CACVB), spoke about outdoor recreation, highlighting the national 4% annual increase in visitors during COVID, as well as the significant growth in diversity among outdoor recreation visitors in the region. She said that Courtney Cacatian discussed the CACVB strategic plan, noting that the river park system was the highest long-term game-changer for visitors. She said that the master plan, developed by SIR from Richmond, included outreach that resulted in data supporting the County's focus on natural resource protection.

Ms. Mallek said that according to the report, 84% of visitors prioritized outdoor recreation, and the number one asset in Albemarle County was recorded to be natural beauty, scenic roads, historic properties, and outreach assisted by the Virginia Tourism Council Corporation.

Ms. Mallek said that the Riverwalk and Ice Cream Social, which had been postponed to October 6, would take place from Riverview Park to the Rivanna River Company. She said that registration was available through the TJPDC (Thomas Jefferson Planning District Commission) website, and attendees would be shuttled back to their cars.

Ms. Mallek said that October was Wine Month, with over 40 wineries in Albemarle County contributing to the Wine Region of the World Award in 2023. She said that they had been awarded multiple entries in the Governor's Cup every year and had won multiple times. She said that in 2023, the direct 1% local sales tax revenue annually to Albemarle was \$6.2 million. She said that the indirect impact of that 4.5% extra revenue going to the state, combined with the benefits of employment, purchases of supplies in this agriculture sector, all happening locally, and the expenses of the operation, had a far greater impact than \$6 million. She said that in addition to contributing to tourism, which generated over \$900 million in visitor revenue for the region, the enjoyment of local residents gathering to listen to music at the wineries also contributed to their quality of life.

Ms. Mallek said that November is the month to display their green lights on porches and fences, in honor of their veterans. She said that for example, last year, County staff set up beautiful green spotlights on the County Office Building (COB), and she hoped they could be reused this year. She said that November 1 would be the date to turn them on. She said that the purpose of Operation Green Light was to raise awareness of the increased services available through the VA (Veterans Affairs) and local agencies for their veterans and active-duty soldiers, and their families, of all ages. She invited businesses to decorate their storefronts and offices with green lights on strings, or use green spotlights, as the COB had done last year. She said that throughout the County, she had seen citizens displaying these green lights for their veteran neighbors.

Mr. Andrews stated that he would have a chance later to talk about the storm events, but it went without saying that it was clear that many had made significant efforts to assist people in their neighborhoods and on the roads, particularly in the community of Batesville, where he had been impressed by the work being done. He said that he wanted to take this opportunity to promote the Batesville Apple Butter Festival, scheduled for October 12th and 13th. He said that he hoped they could ensure a smooth event.

Agenda Item No. 6. Proclamations and Recognitions.
Item No. 6.a. Proclamation Recognizing National 4-H Week.

Ms. Mallek **moved** to adopt the Proclamation Recognizing National 4-H Week, which she read aloud.

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

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

PROCLAMATION RECOGNIZING NATIONAL 4-H WEEK

WHEREAS, October 6-12, 2024, is National 4-H Week in the United States, and more than 1,800 students aged 5 to 19 are involved in 4-H in Albemarle County and Charlottesville City; and

WHEREAS, Virginia Cooperative Extension System conducts 4-H programs through the state land-grant universities, Virginia Tech and Virginia State, with the mission to help young people acquire knowledge, develop skills, and form attitudes which will help them become self-directed, productive members of society; and

WHEREAS, 4-H addresses issues facing youth wherever they live – in inner cities, suburbs, and rural communities and helps break barriers by focusing on learning-by-doing, building self-esteem, leadership, and citizenship skills, and focuses on critical issues such as protecting the environment; and, provide programs on food and nutrition, science and technology, natural resources, substance abuse prevention, animal and plant sciences, career education, community pride, citizenship, and leadership.

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Albemarle County Board of Supervisors, do hereby recognize

Sunday, October 6 through Saturday, October 12, 2024, as

NATIONAL 4-H WEEK

and encourage community youth and families to participate fully in the wide range of available programs and activities Albemarle/Charlottesville 4-H provides.

Signed this 2nd day of October 2024.

Mr. Sam Leech, Extension Agent, 4-H Youth Development, Albemarle/Charlottesville Virginia Cooperative Extension, and Sarah Brown, 4-H Program Assistant, were present to accept the proclamation. Mr. Leech said that the organization would like to extend its gratitude to everyone for having them today. He said that it was a pleasure to be present. He said that they had brought several of their youth, volunteers, and parents with them today and wished to express their appreciation for your support of their programs, particularly their paid salaries, both full and partial. He said that these meant a great deal to them and enabled them to cover more ground and serve more youth in their communities. He said that they appreciated everything that was done.

Ms. McKeel stated that 4-H was a great organization to help their children of all ages solve environmental problems.

Mr. Pruitt stated that a key component for people wanting to stay in their community was caring about one's community, neighbors, and having that connection. He said that 4-H was an amazing way for young people to get that experience, especially in a rural area where people lived farther apart from each other.

Mr. Gallaway thanked everyone for being here, including the young people dedicated to this cause. He said that it was impressive that they were actively working on hands-on projects and skills, while also collaborating with younger participants as they progressed through the programs. He said that it was this hands-on knowledge and skills that would ultimately lead to finding solutions in the future.

Ms. LaPisto-Kirtley thanked all the young people for being part of such an important organization. She commended the parents who supported their children in their endeavors.

Ms. Mallek thanked the young people and the adults who contributed to 4-H. She stated that 4-H taught children survival skills and hands-on experiences that would be important throughout their lifetimes.

Ms. Mallek presented the proclamation to Mr. Leech.

Mr. Andrews thanked everyone for being here and for the important work they did. He said that 4-H played a significant role in his community when he was growing up, and he still greatly valued its

emphasis on head, heart, hands, and health.

Agenda Item No. 7. 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.

There were no speakers from the Public.

Agenda Item No. 8. Consent Agenda.

Ms. McKeel **moved** to approve the consent agenda. Ms. LaPisto-Kirtley **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

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

Item No. 8.1. Approval of Minutes: November 16, 2022.

Ms. LaPisto-Kirtley had read the minutes of November 16, 2022, and found them to be in order.

By the above-recorded vote, the Board approved the minutes of November 16, 2022 as read.

Item No. 8.2. Fiscal Year 2024 Appropriations.

The Executive Summary forwarded to the Board states that Virginia Code §15.2-2507 provides that any locality may amend its budget to adjust the aggregate amount to be appropriated during the fiscal year as shown in the currently adopted budget; provided, however, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by first publishing a notice of a meeting and holding a public hearing before amending the budget. The Code section applies to all County funds, i.e., General Fund, Capital Funds, E911, School Self-Sustaining, etc.

The total change to the Fiscal Year 2024 (FY 24) budget due to the appropriations itemized in Attachment A is \$19,500. A budget amendment public hearing is not required because the amount of the cumulative appropriations does not exceed one percent of the currently adopted budget.

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

Appropriation #2024049

Sources:	Reserve for Contingencies (currently appropriated)	\$9,606
Uses:	Tax Relief for the Elderly & Disabled	\$9,606
Net Change to Appropriated Budget:		\$0

Description:
This request is to transfer \$9,606, in previously appropriated funds, from the FY 24 Reserve for Contingencies to fund the Tax Relief for the Elderly and Disabled program based on actual FY 24 program expenses. The increased expenditures in this program are due to new program participants, applicants qualifying for a higher percentage of relief, increases in property assessments, and the updates to program eligibility criteria approved by the Board of Supervisors in April 2023 and April 2024.

Appropriation #2024050

Sources:	State Revenue	\$19,500
	Economic Development Authority (EDA) Fund (currently appropriated)	\$6,500
Uses:	Industries Development Fund Infrastructure Grant (AFID Grant)	\$26,000
Net Change to Appropriated Budget:		\$19,500

Description:
This request is to appropriate \$19,500 in State revenue for the Governor's Agriculture & Forestry Industries Development Fund Infrastructure Grant (AFID Grant) and a \$6,500 match in currently appropriated funds from the Economic Development Authority (EDA) to Siller Pollinator Company LLC (SPS). This is a pass-through grant intended to support the expansion of an existing primary business in Albemarle County through the investment in agricultural processing equipment.

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

RESOLUTION TO APPROVE
ADDITIONAL FY 2024 APPROPRIATIONS

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That the FY 24 Budget is amended to increase it by \$19,500;
- 2) That Appropriations #2024049 and #2024050 are approved;
- 3) 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.

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APP#	Account String	Description	Amount
2024049	4-1000-92000-453000-579100-9999	APP2024049 - Tax Relief True up from Reserve for Contingencies	\$9,605.84
2024049	4-1000-94000-499000-999990-9999	APP2024049 - Tax Relief True up from Reserve for Contingencies	-\$9,605.84
2024050	3-4703-91095-324000-240219-9999	APP2024050 - New EDA AFID Grant- Siller Pollinator	\$19,500.00
2024050	3-4703-91095-351000-512000-9999	APP2024050 - New EDA AFID Grant- Siller Pollinator	\$6,500.00
2024050	4-4703-91095-491095-593000-9999	APP2024050 - New EDA AFID Grant- Siller Pollinator	\$26,000.00
2024050	4-4700-91095-493000-930200-9999	APP2024050 - New EDA AFID Grant- Siller Pollinator	\$6,500.00
2024050	4-4700-91095-491095-950031-9999	APP2024050 - New EDA AFID Grant- Siller Pollinator	-\$6,500.00

Item No. 8.3. Fiscal Year 2025 Appropriations.

The Executive Summary forwarded to the Board states that Virginia Code §15.2-2507 provides that any locality may amend its budget to adjust the aggregate amount to be appropriated during the fiscal year as shown in the currently adopted budget; provided, however, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by first publishing a notice of a meeting and holding a public hearing before amending the budget. The Code section applies to all County funds, i.e., General Fund, Capital Funds, E911, School Self-Sustaining, etc.

The total change to the Fiscal Year 2025 (FY 25) budget due to the appropriations itemized in Attachment A is \$3,115,744. A budget amendment public hearing is not required because the amount of the cumulative appropriations does not exceed one percent of the currently adopted budget.

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

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Appropriation #2025009

Sources:	Local Revenue – City of Charlottesville	\$410,000
Uses:	Capital Improvement Program – Court Facilities Addition/Renovation	\$410,000
Net Change to Appropriated Budget:		\$410,000

Description:
This request is to appropriate \$410,000 in local revenue from the City of Charlottesville to the Capital Improvement fund for the Court Facilities Addition/Renovation project. The funding is to cover the costs for the "fit-out" of a Hearing Room in the new General District Courthouse. The Hearing Room was not part of the original plan/agreement for the Courthouse but the City has agreed to pay the costs associated with building the Hearing Room for their use.

Appropriation #2025010

Sources:	Local Revenue – City of Charlottesville	\$300,000
Uses:	Storm Water Capital Program	\$300,000

Net Change to Appropriated Budget: **\$300,000**

Description:
This request is to appropriate \$300,000 in local revenue from the City of Charlottesville to the Storm Water Capital fund for the Stream Restoration for Biscuit Rund project and the Water Quality Mandated Total Maximum Daily Load (TMDL) project. Funding from the City is part of the signed agreement between the City and the County in relation to the Stream Restoration for Biscuit Run Stream project.

Appropriation #2025011

Sources: Affordable Housing Investment Fund's fund balance \$1,900,992

Uses: Affordable Housing Investment Fund \$1,900,992

Net Change to Appropriated Budget: **\$1,900,992**

Description:
This request is to re-appropriate the final \$1,900,992 in Housing Fund's fund balance for a Housing Fund Reserve intended to support housing initiatives that are one-time costs and will support the County's strategic and housing goals. The entirety of this amount is obligated to projects and programs that are continued from FY24.

Appropriation #2025012

Sources: Federal Revenue \$504,752

Uses: Housing Choice Voucher Fund \$504,752

Net Change to Appropriated Budget: **\$504,752**

Description:
This request is to appropriate \$504,752 of federal revenue from the Department of Housing and Urban Development (HUD) intended to support housing assistance payments through the Housing Choice Voucher program. As a HUD-funded Public Housing Agency, the Office of Housing receives reimbursement if HUD determines that programming expenses outweighed initial HUD funding in the prior calendar year.

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

**RESOLUTION TO APPROVE
ADDITIONAL FY 2025 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That the FY 25 Budget is amended to increase it by \$3,115,744.20;
- 2) That Appropriations #2025009; #2025010; #2025011 and #2025012 are approved;
- 3) 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, 2025.

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APP#	Account String	Description	Amount
2025009	4-9010-41309-494200-800605-9323	APP#2025009 - City Hearing Room Construction	\$410,000.00
2025009	3-9010-99000-319000-190207-9323	APP#2025009 - City Hearing Room Construction	\$410,000.00
2025010	3-9100-41209-318000-190207-9275	APP#2025010 - City Nitrogen Credits for TMDL	\$100,000.00
2025010	3-9100-41209-318000-190207-9280	APP#2025010 - City Nitrogen Credits for Biscuit Run Stream Restoration	\$200,000.00
2025010	4-9100-41200-494800-800605-9275	APP#2025010 - City Nitrogen Credits for TMDL	\$100,000.00
2025010	4-9100-41200-494800-800605-9280	APP#2025010 - City Nitrogen Credits for Biscuit Run Stream Restoration	\$200,000.00
2025011	3-5801-99000-352000-510100-9999	APP#2025011 - Housing Fund Fund Balance	\$1,900,992.20
2025011	4-5801-59100-481000-560000-0057	APP#2025011 - Remaining Habitat for Humanity Contribution	\$1,819,598.76
2025011	4-5801-59100-481000-560000-0056	APP#2025011 - Remaining AHIP Contribution	\$81,393.44
2025012	3-5130-51420-333000-330016-1566	APP#2025012 - HUD Mainstream Reconciliation	\$504,752.00
2025012	4-5130-51420-481000-591300-1566	APP#2025012 - HUD Mainstream Reconciliation	\$504,752.00

Item No. 8.4. Personnel Policy Amendments.

The Executive Summary forwarded to the Board states that Albemarle County ended the shared service Human Resources (HR) model in Fiscal Year 2023 (FY 23) and approved the formation of a HR Department dedicated to local government operations. Foundational work in establishing a government-focused HR Department includes a full review and revision of all County Personnel Policies, which is now underway. During this review, staff identified opportunities to modernize existing Personnel Policies to align with changes in legislation and public sector best practices.

Under the County Code, personnel policies and amendments are adopted by the Board of Supervisors.

Staff is proposing updates to the Personnel Policies listed below with a summary of the proposed changes for each. The revised policies have been renumbered to improve ease of use and accessibility for all staff. The personnel policies utilize a new template in an effort to standardize the appearance of the documents.

§P-10 Alcohol and Drug-Free Workplace (Attachment A)

Previously § P-06 Alcohol/Drug-free Workplace. The proposed changes include: added sections for Roles and Responsibilities and Definitions; clarified expectations for employees who are called to work outside of normal business hours, provisions allowing employees to use paid annual (vacation) leave to participate in a substance abuse treatment program, and clarifying language pertaining to use of marijuana and cannabis products.

§P-28 Performance Management (Attachment B)

Previously § P-23 Performance Review. The proposed changes include: added sections for Roles and Responsibilities and Definitions; outlining steps in the performance management process, specifying assessment criteria, specifying probationary and annual performance review requirements, and specifying requirements for utilizing performance improvement plans.

There is no budget impact associated with the proposed adoption of these amendments.

Staff recommends that the Board adopt the Resolution (Attachment C), to amend personnel policies § P-10, and § P-28 as proposed.

By the above-recorded vote, the Board adopted the Resolution (Attachment C), to amend personnel policies § P-10, and § P-28 as proposed.:

RESOLUTION

WHEREAS, the Board of Supervisors may adopt Personnel Policies under Albemarle County Code §2-901; and

WHEREAS, the Board desires to amend and re-number the following Policies: §P-06 Alcohol/Drug-free Workplace as §P-10 Alcohol and Drugfree Workplace, and §P-23 Performance Review as §P-28 Performance Management.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of Albemarle County, Virginia, hereby approves the renumbering and amendment to the County's Personnel Policies as set forth in the proposed policies.

Item No. 8.5. Easements across County-Owned Parcel 09100-00-00-002E0.

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

Three easements are requested.

- 1) Temporary Construction Easement: This easement would allow ACPS to carry out essential construction work, including widening Founders Place, adding a sidewalk, updating the ADA curb ramp, and installing necessary utilities.
- 2) Private Sanitary Sewer Easement: This easement is needed for the installation and maintenance of a private sanitary sewer line connecting the school to the existing Albemarle County Service Authority infrastructure on County property.
- 3) Drainage Easement: This easement would enable the effective management of stormwater runoff from the widening of Founders Place and help prevent drainage issues on the County owned property.

Additionally, as part of the Founders Place widening and sidewalk construction, dedication of additional right-of-way for public use has been requested.

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

Staff recommends the Board schedule a public hearing to consider approval of the easements and right-of-way dedication for public use (Attachments B and C).

By the above-recorded vote, the Board authorized the Clerk to schedule a public hearing to consider approval of the easements and right-of-way dedication for public use (Attachments B and C).

Item No. 8.6. Rural Rustic Resolution (RRR) Designation for Remainder of Sutherland Road (Route 697).

The Executive Summary forwarded to the Board states that, each spring, the Board of Supervisors approves the Secondary Six-Year Plan (SSYP), which includes funds dedicated to paving unpaved roads in the County under the Rural Rustic Road (RRR) paving program. This program is the preferred approach of both Albemarle County and the Virginia Department of Transportation (VDOT) for paving low-volume roads. The goal of the SSYP is to retain the traditional rural lane ambience, while also improving the road surface within the current right-of-way. A "chip and seal" or asphalt surface is used to pave the existing alignment and width of the road for minimal disturbance.

The process for identifying and prioritizing RRR paving projects in Albemarle is defined in the Unpaved Road Policies and Review Process (Attachment A). When a paving priority is advanced, funds are allocated to the road and the road becomes a project in the SSYP following the spring public hearing. Adjacent landowners are notified by letter and given an opportunity to comment at the spring public hearing or to Albemarle County Community Development Department transportation staff. Following that, the Board may choose to designate the road as an RRR by Resolution. Once a road is designated, VDOT initiates the paving process.

Following the Board's direction at the May 18, 2022 public hearing, projects now require two-thirds (2/3) support from directly impacted homeowners along the segment of road to be paved. Starting in January 2024, residents were notified by mail of the proposed projects on their roads and asked to provide feedback either by email, phone, or in person. For projects that already had demonstrated two-thirds support, impacted homeowners were simply notified and given the opportunity to provide feedback. For projects that still required the two-thirds support, impacted homeowners were directed to reach out to staff to voice their support for, or opposition to, the proposed paving.

When Sutherland Road (Route 697) was reviewed in fall 2022, a 1.16-mile portion of the road, starting 0.22 miles west of Route 29 to 1.38 miles west of Route 29, was recommended for paving. The last 0.4 miles of the state-maintained road was deemed to have too many hazards to be paved. The paving notification letters to residents (dated May 9, 2023) mistakenly stated the entire length of state-maintained road would be paved. The resolution to designate Sutherland Road with the correct 1.16 miles scope was adopted on July 19, 2023, by the Board of Supervisors, although paving was not scheduled until this year.

This summer, when VDOT began work to pave the road, residents expressed concern and confusion about the scope of the project, wondering why the remaining 0.4 miles would not be paved. County and VDOT staff conducted a site visit to Sutherland Road in August. It was determined that the last 0.4 miles of the state-maintained road would in fact be eligible for paving under the Rural Rustic Road program. However, an additional resolution to designate the remainder of Sutherland Road as a Rural Rustic Road would need to be adopted.

Because residents have unanimously supported paving the remaining 0.4 mile section, a vote on an updated resolution from the Board of Supervisors is considered sufficient to make this change.

Adoption of this resolution would have no impact on the County budget. This resolution would authorize VDOT to expend state funds on a project for which the Board has previously recommended state funds be allocated through the SSYP.

Staff recommends the Board adopt the attached resolution (Attachment B) to designate the segment of Sutherland Road specified above as a Rural Rustic Road.

By the above-recorded vote, the Board adopted the attached resolution (Attachment B) to designate the segment of Sutherland Road specified above as a Rural Rustic Road

**RESOLUTION TO DESIGNATE ROUTE 697 (SUTHERLAND ROAD)
AS A RURAL RUSTIC ROAD**

WHEREAS, Virginia Code § 33.2-332 permits the hard-surfacing of certain unpaved roads deemed to qualify for designation as Rural Rustic Roads; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1,500 vehicles per day; and

WHEREAS, the Board of Supervisors of Albemarle County, Virginia desires to consider whether

the 0.4-mile segment of Route 697 (Sutherland Road) from 1.38 miles west of Route 29 to the end of state maintenance, should be designated a Rural Rustic Road; and

WHEREAS, the Board is unaware of any pending development that will significantly affect the existing traffic on this road; and

WHEREAS, the Board believes that this road should be so designated due to its qualifying characteristics; and

WHEREAS, this road is in the Board's six-year plan for improvements to the secondary system of state highways.

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle County Board of Supervisors hereby designates the 0.4-mile segment of Route 697 (Sutherland Road) from 1.38 miles west of Route 29 to the end of state maintenance, as a Rural Rustic Road, and requests that the Resident Engineer for the Virginia Department of Transportation concur in this designation; and

BE IT FURTHER RESOLVED, the Board requests that the 0.4 -mile segment of Route 697 (Sutherland Road) from 1.38 miles west of Route 29 to the end of state maintenance, be hard-surfaced and, to the fullest extent prudent, be improved within the existing right-of-way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state; and

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

Agenda Item No. 9. **Action Item:** SE202400001 1234 Carter Street.

The Executive Summary forwarded to the Board states that the applicant is requesting two special exceptions for a homestay at 1234 Carter Street.

Resident Manager. Pursuant to County Code § 18-5.1.48(d), the applicant is requesting to modify County Code 18-5.1.48(b)(2) to authorize the residency of property-managing agent(s) to meet the residency requirements for a homestay use.

Increase Number of Guest Rooms. Pursuant to County Code § 18-5.1.48(d), the applicant is also requesting to modify County Code 18-5.1.48(c)(1)(iii) to increase the maximum number of guest rooms used for sleeping with this homestay use.

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

Staff recommends that the Board adopt the attached Resolution (Attachment G) to approve the special exceptions.

Mr. Francis McCall, Deputy Zoning Administrator, said he was here today to review the Special Exception 202400001 for a homestay at 1234 Carter Street in Crozet. He said that the applicant was seeking two special exceptions: one for a resident manager on the parcel and another to increase the number of permitted guest rooms from two to three. He said that the parcel was a 0.5-acre in size, zoned R-2 residential, and owned by The Square LLC. He said that the parcel contained a single-family dwelling with living quarters in the basement for a resident manager and three bedrooms on the primary level.

Mr. McCall said that he would give an overview to provide a general understanding of what was permitted by right within this particular district. He said that the residentially zoned parcels were allowed to have homestays with up to two guest sleeping spaces within the single family dwelling. He said that the applicant, The Square LLC, was requesting exceptions for the number of permitted guest rooms and the owner occupancy.

Mr. McCall noted that the property previously applied for a homestay special exception to increase the number of permitted guest rooms and waive the residency requirement for a homestay, meaning that the property would not be the primary dwelling for anyone, which was denied under SE202100032 in November 2021. He said that since then, the property owner had renovated the basement and added living space for a resident manager. He said that the property owner had been renting out both the upstairs and downstairs as long-term rentals for 30 days or more but preferred to do short-term rentals on the primary level with plans to install a residential agent in the basement living area, as noted in Attachment B of the packet. He said that the confirmation of resident agency residency would be verified during the homestay clearance process when staff visited the site and inspected the property for building and fire safety compliance, as well as residency manager occupancy.

Mr. McCall said that the provided aerial image showed the entrance to the basement living space, the off-street parking areas dedicated to the homestay, and the resident agent. He said that The Square LLC also owned multiple parcels adjacent to the parcel addressed in this application, including vacant parcels and long-term rental properties.

Mr. McCall said that next were views of some of the surrounding area. He said that the Crozet

Post Office was located across the street and residential parcels and vegetation were located to the rear and sides of the property. He said that pictured next was a view of the entrance to the resident manager's entrance. He said that the property was in the final stages of the building permit renovations for the living quarters in the basement. He said that the final inspection of the living quarters was the only remaining step to bring the property into compliance with zoning and taxation requirements.

Mr. McCall said that in summary, the request was to permit the resident manager to fulfill the residency requirements for a homestay and to allow an increase in the number of guest rooms from two to three. He said that given the property's use and its place in the greater context of the neighborhood, permitting a resident manager and an increase in guest rooms from two to three on the parcel at 1234 Carter Street did not violate any of the special exception factors.

Mr. McCall said that as the parcel would remain a full-time residence, and a resident manager would be required to be on-site during rentals, staff did not believe that there would be any adverse impacts to the surrounding neighborhood or general public health, safety, or welfare. He said that the homestay use itself was a by-right accessory use to the primary dwelling on the parcel and was considered consistent with the Comprehensive Plan. He said that the existing structure proposed for use as a homestay was consistent in size with the surrounding neighborhood. He said that therefore, staff recommended the Board adopt the Resolution to approve the homestay use.

Ms. McKeel asked if the fire safety inspection would be looking to ensure there were windows and doors in the basement in case of fire.

Ms. Lisa Green, Manager of Code Compliance, said that in this particular case, yes, the basement had a building permit, so all of those fire safety regulations for the use of that as a residence were inspected by the building officials to ensure that it was safe and met the necessary requirements to be a residential dwelling.

Mr. Pruitt said that he required clarification on the bedroom requirement for special exceptions. He said that he wanted to ensure that he understood how it applied when a short-term rental was listed as an aggregate pricing model, rather than pricing each individual unit separately. He said that for example, if the entire upstairs was being used for a short-term rental and it had multiple bedrooms, would the special exception still be triggered solely based on the number of bedrooms, regardless of the fact that the bedrooms were not being used individually?

Mr. McCall said that if the aggregate quantity was two, they would be able to accomplish this by right. He said that however, if they wished to request a quantity of three and be able to utilize three, then yes.

Mr. Pruitt asked if they just locked one of the doors upstairs, would that negate the need for a special exception.

Mr. McCall said that it was likely that in that case, staff would need to review the specific situation during evaluation of the application to determine whether a special exception was necessary. He said that he believed they would lean towards requiring a special exception because staff could not confirm when and whether that door was locked.

Mr. Gallaway asked if the resident manager had been identified for this site.

Mr. McCall said that he was unsure.

Mr. Gallaway expressed concern that if they did not identify the resident manager, who was not the property owner, they were not holding anyone to those responsibilities.

Mr. McCall replied that Mr. Stevens of The Square LLC was the responsible agent; he lived in the area, but he did not live in this house. He said that having the house being used as a dwelling was the primary use and the homestay was the accessory use and therefore required a resident manager.

Mr. Gallaway said that the responsibility was not limited to simply living in the house; it also involved being on site. He said that if that were not the responsible agent, it would need to be the resident manager. He said that for example, you could not take a vacation if the house was being rented.

Ms. Green said that was correct. At the time and currently, the process involved seeking a special exception to proceed with this. She said that if approved, the homestay zoning clearance application would move forward. She said that as part of the application review, they would identify the resident manager who would occupy the basement, and that individual would be the resident manager. She said that this was a requirement of the application review process, and they would not approve the application without a responsible agent being named. She said that part of the communication was that the person acting as the resident manager must be a responsible agent and be on site at the time of rental.

Ms. LaPisto-Kirtley asked if the basement had a building permit, but had not yet been completed and did not yet have a Certificate of Occupancy (CO).

Mr. McCall said that was correct. He said that they were waiting for the final inspection to be completed so they could receive their Certificate of Occupancy.

Ms. LaPisto-Kirtley asked if Mr. McCall knew when the CO would be obtained.

Mr. McCall said that he was unsure; it was up to the applicant to schedule the inspection.

Ms. LaPisto-Kirtley expressed concern that the Board was being asked to approve something that was not yet completed.

Mr. McCall said that the upstairs of the house was completed, but the basement was not.

Ms. LaPisto-Kirtley stated that the main focus of this project involved renovations to the basement to accommodate a resident manager.

Ms. Green clarified that the homestay zoning clearance would not be approved without finalization of the building permit to make sure it had a CO and could be occupied.

Mr. McCall said that he believed they had seen this scenario multiple times, where applicants had sought assurance that they could proceed with a project before submitting their clearance application. He said that if they applied, paid the required fees, and completed the necessary inspections, only to later find that they had to do something different, it could be a waste of their time. He said that to avoid this, they were requesting exceptions beforehand. He said that however, if they could not meet the required standards, the County would not grant the actual clearance for the homestay.

Ms. LaPisto-Kirtley asked if it was possible that each bedroom would be rented out to unrelated individuals each week.

Mr. McCall said that it seemed like a viable scenario.

Ms. LaPisto-Kirtley asked if Mr. Stevens owned multiple LLCs or only this one.

Mr. McCall said that he was unaware; however, this LLC owned multiple parcels in the area.

Ms. LaPisto-Kirtley asked if those other parcels had homestays.

Mr. McCall said that he did not believe so. He said that he operated a hotel room in the DCD (Downtown Crozet District). He said that it was noted that he rented out his other homes and that those leases were longer than 30-day rentals.

Ms. Mallek said that she appreciated the clarification on the process. She said that it was reassuring to know that this stage could be completed first, and the subsequent steps would follow accordingly. She said that if things did not meet the necessary standards, it was the end of the process. She said that Blue Ridge Avenue was the oldest street in Crozet, and there were numerous historic houses nearby who were owned by the same people who had restored them and rented them out and took very good care of them. She said that she had confidence that this building would continue to be as well-maintained as it had been all along. She said that the property also featured a lovely backyard with places to play and dogs if they had them.

Ms. Mallek said that she was glad they were paying attention to the basement exits, as she and Mr. Andrews had received communication about the need for emergency water rescues from the campground up the road, where people had to evacuate their mobile homes in the middle of the night during the two recent storms. She said that it was essential that they were addressing these concerns. She said that she was ready to proceed with her motion when they were ready for one.

Mr. Pruitt said that to address Ms. LaPisto-Kirtley's question, it appeared the LLC owned four additional short-term rentals in the same Crozet district.

Ms. Mallek said that she assumed all the properties were on the registry.

Mr. Andrews, hearing no other comments from the Board, said they were looking for a motion.

Ms. Mallek **moved** that the Board of Supervisors adopt the Resolution for SE202400001 1234 Carter Street Homestay, attached to the staff report at Attachment G. Mr. Gallaway **seconded** the motion.

Roll was called and the motion carried by the following recorded vote:

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

**RESOLUTION TO APPROVE SE2024-00001
1234 CARTER STREET HOMESTAY**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE2024-00001 1234 Carter Street Homestay application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the relevant factors in Albemarle County Code §§ 18-5.1.48 and 18-33.9, the Albemarle County Board of Supervisors hereby finds that modified regulations would

satisfy the purposes of the Zoning Ordinance to at least an equivalent degree as the specified requirements, and that the requested special exceptions:

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

NOW, THEREFORE, BE IT RESOLVED, that in association with the 1234 Carter Street Homestay, the Albemarle County Board of Supervisors hereby approves special exceptions:

- a. to authorize the residency of property-managing agent(s) to meet the residency requirements for a homestay use on Parcel 056A1-01-00-041A0, pursuant to Albemarle County Code § 18-5.1.48(b)(2); and
- b. to increase the permitted guest rooms used for sleeping from two to three with this homestay use on Parcel 056A1-01-00-041A0, pursuant to Albemarle County Code § 18-5.1.48(c)(1)(iii).

Agenda Item No. 10. **Action Item:** SE202400017 4975 Blue Fox Farm Homestay.

The Executive Summary forwarded to the Board states that the applicant is requesting a special exception for a homestay at 4975 Blue Fox Farm.

Resident Manager. Pursuant to County Code § 18-5.1.48(d), the applicant is requesting to modify County Code 18-5.1.48(b)(2) to authorize the residency of property-managing agent(s) to meet the residency requirements for a homestay use.

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

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

Ms. Lisa Green, Manager of Code Compliance, said that the property, owned by Blue Fox LLC, was requesting a special exception from the Board per County Code 18-5.1.48.b.2 for a resident manager at 4975 Blue Fox Farm. She said that the property primarily consisted of cow pastures and forested areas.

Ms. Green said that there were two dwellings on the property: a 1,699-square-foot dwelling at 4975 Blue Fox Farm, built in 1976 near the front of the property, and a 3,141-square-foot dwelling at 5035 Blue Fox Farm, built in 1985. She said that this was in the center of the property, and was the primary residence of the Dussauds, who were the sole owner of Blue Fox Farm, LLC. She said that the property also contained multiple farm buildings. She said that the structure proposed for use as a homestay was located near the entrance of the property, down a private driveway, and included ample parking.

Ms. Green said that the Dussauds' residence shown on the screen with a green star was at the end of the driveway. She said that the proposed homestay shown with a red star was at the beginning of the driveway. She said that the closest adjacent structure to the homestay was to the north, which was an accessory structure on a separate parcel, also owned by Blue Fox LLC. She said that displayed was a view from the proposed homestay looking toward the property owner's residence, with the barn in between. She said that this dwelling served as the primary residence of the property owner.

Ms. Green said that the parcel met all the requirements for a homestay use and was permitted by right to rent up to five guest sleeping spaces within a single family dwelling or a previously existing accessory structure. She said that this special exception was required only because the property was held under the Blue Fox LLC entity, and for the Dussaud's to serve as the resident managers for the LLC. She said that if the special exception was approved, the owners would then apply for homestay zoning clearance and go through the approval process. She said that the property was currently in compliance with all zoning and taxation requirements.

Ms. Green said that in summary, the request is to permit a resident manager to fulfill the residency requirements for homestay use, containing two single family dwellings, one of which is the primary residence of the owners of the LLC, the Dussauds.

Ms. Green said that after analyzing the use of the homestay and the second dwelling on the parcel occupied by the owners of an LLC, staff did not believe that there would be any adverse impacts on the surrounding neighborhood or general public health, safety, or welfare.

Ms. Green said that the homestay use itself was a by-right accessory use to the primary dwelling on the parcel and was considered consistent with the Comprehensive Plan. She said that given the size of the parcel and the structure, the dwelling for use as a homestay was consistent with the surrounding neighborhood. She said that staff analyzed the use itself based on the property and the use in the greater context of the neighborhood, and as such, staff recommends approval of the request.

Mr. Pruitt clarified that the reason for this request was because the property was owned by the LLC, and if it was owned in the name of the owners as a natural persons, it would not be presented to the Board as a special exception request.

Ms. Green said that was correct.

Mr. Pruitt asked if there was a way to identify sole-owner LLCs so they could reduce the work associated with these requests.

Ms. LaPisto-Kirtley said that she agreed with Mr. Pruitt. She said that if the only reason this was before the Board was because it was owned by an LLC, it appeared to be something that staff could handle.

Ms. Mallek asked the Interim County Attorney if the County had the authority to make a different process for an LLC beneficiary who lived there.

Mr. Andy Herrick, Interim County Attorney, said that this was an area staff could look into. He said that the Board was aware that the criteria for granting homestay should be based on land use criteria and the impacts they had. He said that to move forward, they would need to determine what type of ownership constituted a land use impact. He said that this would be a challenge for staff to address. He said that if the Board was interested in pursuing this, it was certainly something they could investigate further.

Mr. Andrews said that, hearing no additional comments or concerns, he would look for a motion.

Ms. Mallek **moved** the Board of Supervisors to adopt the Resolution for SE202400017 4975 Blue Fox Farm Homestay, attached to the staff report as Attachment F. Mr. Pruitt **seconded** the motion.

Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Andrews, Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, and Mr. Pruitt.

NAYS: None.

Mr. Jeff Richardson, County Executive, asked if the Board would consider providing staff with direction prior to adjournment of the meeting about pursuing the question Mr. Herrick just answered. He said that he wanted to clarify for the Board and for staff whether this issue should be added to the To-Do List.

Mr. Andrews said that he was aware of new legislation that allowed them to consider a different timeframe for the ownership of homestays, and he believed that they could include both topics in a discussion.

RESOLUTION TO APPROVE SE2024-00017 4975 BLUE FOX FARM HOMESTAY

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE2024-00017 4975 Blue Fox Farm Homestay application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the relevant factors in Albemarle County Code §§ 18-5.1.48 and 18-33.9, the Albemarle County Board of Supervisors hereby finds that a modified regulation would satisfy the purposes of the Zoning Ordinance to at least an equivalent degree as the specified requirement, and that the requested special exception:

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

NOW, THEREFORE, BE IT RESOLVED, that in association with the 4975 Blue Fox Farm Homestay, the Albemarle County Board of Supervisors hereby authorizes the residency of property-managing agent(s) to meet the residency requirements for a homestay use.

Agenda Item No. 11. Presentation: Ivy Road Corridor Pipeline Project.

The Executive Summary forwarded to the Board states that VDOT's Project Pipeline program is designed to develop a steady stream - or pipeline - of high-priority projects that address needs identified in Virginia's Transportation Plan (VTrans) and that may be considered for implementation through funding programs such as Smart Scale, Revenue Sharing, and local and regional funding sources. The objective of the Project Pipeline program is to conduct studies across the Commonwealth with a focus on the priority locations and corridors that were adopted during the VTrans process.

The US 29 - US 250/Ivy Road and Old Ivy Road Study is a Project Pipeline study currently in progress within Albemarle County. The study area includes Ivy Road from Ednam Drive to Alderman Road, the US 29 - US 250 interchange, and Old Ivy Road. The study has focused on improving roadway safety, reducing traffic congestion, improving access, and enhancing multimodal accessibility/connectivity. The study process provided multiple opportunities for public input - including two online surveys, public meetings, and a corridor focus group.

County staff will present the recommended package of improvements for the Ivy Road Corridor to

the Board of Supervisors for feedback. The improvements included in this package were identified by the study and are expected to work synergistically to achieve the study's goals of improving safety, reducing congestion, improving access, and enhancing multimodal accessibility/connectivity. Also, the public rated this package of improvements most favorably (as compared to other proposed improvement packages) in the online survey.

There is no budget impact at this time. Pipeline Program studies, including the Ivy Road Corridor study, are fully funded by VDOT. The package of improvements (or a subset) may be funded using either Smart Scale - which does not require any local match for project applications - or Revenue Sharing - which requires a 50% local match. If/when County staff is ready to recommend submission of application(s) for Ivy Road Corridor improvements to either of these programs, staff would return to the Board for resolution(s) of support at that time.

Staff recommends that the Board share feedback on the potential improvements presented and their relative priority.

Ms. Jessica Hersh-Ballering, Principal Planner, said that she was excited to be here today to present on the Ivy Road Corridor Pipeline Project Recommended Improvements. She said that the purpose of today's presentation was not only to share the study-identified recommended package of improvements for this corridor, but also to solicit the Board's feedback on those improvements. She said that there was no action required today.

Ms. Hersh-Ballering said that to provide some background, this study was funded and led by VDOT as part of the Project Pipeline Program. She said that this program aimed to develop a steady stream of high-priority improvement projects that addressed needs identified in Virginia's Transportation Plan, also known as VTRANS. She said that the improvement projects identified through this process may be considered for implementation through funding programs such as SMART SCALE or Revenue Sharing, among others.

Ms. Hersh-Ballering said that the study area for the Ivy Road Corridor Study included Ivy Road from Ednam Drive on the west to Alderman Road in the City of Charlottesville to the east, as well as the U.S. 29-Route 250 interchange, and Old Ivy Road. She said that the study focused on improving safety, reducing congestion on all roadways in the corridor, and enhancing multimodal accessibility, particularly along Old Ivy.

Ms. Hersh-Ballering said that the study began in May 2023, and included VDOT, County, City, and UVA staff. She said that the Board had received periodic updates on this project through their regular quarterly reports and presentations. She said that they may recall that this study included site visits by staff and the consulting team, two online public surveys, and a corridor focus group, which was a group of key stakeholders living or working along the corridor who met three times throughout the study's life.

Ms. Hersh-Ballering said that they were now at the conclusion of this study, and they had a recommended package of improvements, which were shown on the screen. She said that to help them understand the proposed improvements, she had a visual aid. She said that going left to right across the screen, there was Ivy Road or U.S. 250. She said that moving north-south, they had the U.S. 29 bypass. She indicated on the screen where they had the triangle-about that was previously proposed, and to the right, where they had Old Ivy Road.

Ms. Hersh-Ballering said that the improvements identified here, moving from west to east, included two roundabouts, marked with green circles. She said that one was located at the Boar's Head Drive/Coleridge Drive intersection with 250. She said that the other roundabout was situated at the Old Garth/Canterbury intersection with 250. She said that the median would be closed between these two roundabouts for safety, as indicated by the blue line. She said that the roundabouts would serve as turnaround or U-turn locations for drivers who would otherwise be turning left into or out of their destination.

Ms. Hersh-Ballering said that they also had a triangle-about at the Old Garth/Old Ivy/Falkner Drive triangle, and above that they had the extension of both the southbound 29-250 deceleration lane, indicated in orange, and the extension of the northbound acceleration from Old Ivy to Leonard Sandridge, indicated by the purple arrow. She said that they also had a shared use path, indicated by a dotted line, along the south side of Old Ivy, from the intersection with Old Garth on the west end to the intersection with Ivy Road on the east end. She said that this would include improvements to the underpass beneath the railroad to demarcate space for bikes and pedestrians and formalize existing traffic patterns.

Ms. Hersh-Ballering said that it was worth noting that this corridor was quite complex, and any single improvement would have both upstream and downstream impacts. She said that the recommended improvements had been carefully considered to work together to achieve the study's goals. She said that this particular package had been vetted by the Corridor Focus Group and scored most favorably by their second online public survey, which included over 1,200 respondents. She said that given this, they expected broad public buy-in.

Ms. Hersh-Ballering said that the consultants had identified other potential improvements both west and east of the area shown in the picture. She said that although the study area had been slightly larger, County staff had decided to focus on the improvements in this middle section, which addressed the County's most pressing concerns. She said that to better understand these improvements, she would

zoom in on the proposed changes. She said that they should note that all the sketches provided were from the consultants and were from the middle of the process. She said that she would explain the differences between the pictures and the final package of improvements they intended to implement.

Ms. Hersh-Ballering said that first was the roundabout at the Boar's Head Drive intersection. She said that Ivy Road was visible going east-west across the screen, and Colridge Drive and Boar's Head Drive were also shown. She said that notably, a raised concrete median was proposed to continue from this roundabout east to the roundabout at Garth, Canterbury, and 250. She said that she would next review some data before discussing the east roundabout.

Ms. Hersh-Ballering said that an excerpt from the consultants' analysis showed significant improvements in level of service if the roundabout was built. She said that the top block displayed level of service, with an unexpected delay at the intersection in 2045 if no improvements were made. She said that in this scenario, while the east and west approaches were all green and everything looked good, the north and southbound approaches were not looking favorable, with red and yellow coloring. She said that the bottom block showed levels of service and expected delay at this intersection in 2045 if the roundabout was built. She said that as one could see, the decreases in delay and improvements in level of service were noticeable for the north and southbound approaches and all the levels of service for all approaches were marked in green.

Ms. Hersh-Ballering said that she would now discuss the roundabout at the old Garth/Canterbury/Ivy intersection. She said that it was not shown in the displayed picture, but there would also be access management, with a closed median between this roundabout and the roundabout at Boar's Head to the west, continuing through here. She said that the roundabout would likely be shifted to the southeast to minimize right-of-way impacts to the gas station and reduce potential confusion between the gas station driveway users and those exiting the roundabout to the west. She said that an excerpt from the consultant's analysis showed significant improvements in level of service in the horizon year, going from some failing movements, lots of yellows and oranges and reds, to almost all A's and B's if they were to build the roundabout.

Ms. Hersh-Ballering said that next was the triangle-about, which would enforce one-way counterclockwise vehicle travel around this triangle-shaped set of roads. She said that the old Garth/Canterbury/Ivy intersection was shown on the screen, with the roundabout that she just talked about. She said that Old Garth Road was an extension of the off-ramp coming off of 29. She said that regarding the triangle-about, the County would strongly support some changes to the sketch shown in this slide, as it did not consider multimodal connectivity. She said that County staff would like to see a continuation of the shared-use path that will be nearby, continuing all the way to the west to the intersection with old Garth Road.

Ms. Hersh-Ballering said that secondly, the success of the triangle-about was contingent upon an efficient flow of traffic through the old Garth/Canterbury/Ivy intersection. She said that without this efficient flow, they risked back-ups and consequent gridlock in the triangle-about. She said that for this reason, the triangle-about could only be constructed in tandem with the roundabout that was discussed on previous slides.

Ms. Hersh-Ballering said that the next slide illustrated an extension of both the southbound deceleration lane and the northbound acceleration lane on the Route 29-250 bypass north of Ivy-250. She said that to the left, they could see where Ivy-250 was located. She said that the bottom side of the picture was northbound 29, and the top side was southbound 29, and there was one of the St. Anne's Belfield campuses.

Ms. Hersh-Ballering said that if the extensions were built, the data in the left corner shows a decrease in the density of vehicles on the ramps, indicating a lower likelihood of vehicle backups on the ramps. She said that this was desirable because it reduced the risk of vehicle backups affecting traffic moving at higher speeds along Route 29. She said that these extensions paired well with other proposed improvements to reduce overall congestion in the area. She said that one concern the County had was that sound walls, which were expensive, could be required for these improvements, particularly with the addition of the Old Ivy Residences development on the east side of Route 29.

Ms. Hersh-Ballering said that the shared use path, indicated in purple, would run from Old Garth Road along the south side of Old Ivy up to the railroad underpass just before Ivy Road. She said that this would allow for multimodal connectivity and improved safety, both of which were important outcomes for the project from a County perspective.

Ms. Hersh-Ballering said that the challenge on the east end of this path lies in a narrow underpass beneath the railroad, where the roadway actually goes underneath the railroad, as shown on the screen. She said that the County's preference was to maintain two-way vehicle traffic at this underpass while formalizing the existing practice of vehicles entering the underpass from one direction at a time, with those coming from the opposite direction waiting for a gap in oncoming traffic. She said that this would be formalized with the addition of a new signal and stop bar west of the underpass, visible on the slide. She said that one-way alternatives had also been proposed by the consultants, but these have had mixed responses from both the focus group and the broader public. She said that therefore, staff supported the two-way option.

Ms. Hersh-Ballering said that this improvement would also include a six-foot-wide raised sidewalk on one side of Old Ivy to demarcate space for pedestrian and bike traffic in the underpass. She noted that

a raised sidewalk would likely need to be on the north side of the roadway to allow eastbound bike and pedestrian traffic to continue along the north side of Ivy Road. She said that if the raised sidewalk were on the south side of the underpass, they would have to add a crossing of Old Ivy at Ivy Road. She said that a crosswalk at this location would increase delays for motor vehicles and would not be the safest option for bikes and pedestrians. She said that consequently, they would need a mid-block crossing on this side of the underpass to allow users of the south side shared use path to cross over to the north side raised sidewalk.

Ms. Hersh-Ballering said that this concludes the overview of the recommended improvements. She said that the discussion question for the Board was: Does the recommended package of improvements meet the Board of Supervisors' needs and expectations for this project?

Ms. McKeel said that her quick answer was, at first blush, yes. She said that however, she would like to caution that these were schematics, and it was essential not to take everything on these diagrams literally. She said that this was particularly important, as they had seen in the past with the Barracks Road project. She said that it was what it was, and she appreciated Ms. Hersh-Ballering pointing out the changes, which sounded very appropriate to her.

Ms. McKeel said that she would use this opportunity to inform the public that, in the last regional transit partnership meeting, the University Transit announced that they were purchasing smaller buses that could access Old Ivy Road under the railroad passes. She said that this was really good news, as it addressed one of the long-standing issues of getting transit buses to the area, particularly for students and university residents living along Old Ivy Road.

Ms. McKeel said that she had one other quick question, however. She said that since many of these projects worked together, it would be important that they did not try to separate out the projects. She asked if this pipeline study would be competing with the other pipeline study for funding, potentially challenging the SMART SCALE monies. She said that she was trying to understand how this would be timed.

Ms. Hersh-Ballering said that this pipeline study ran concurrently with the Barracks pipeline study. She said that they would hear more about it when they received the quarterly report presentation. She said that all of the projects that came out of the Barracks Road study had been submitted in the current round of SMART SCALE. She said that this project would not be submitted in the current round of SMART SCALE; the submission deadline for that had already passed, so this would not compete with the Barracks Road study. She said that with that being said, the next round of SMART SCALE was upcoming in CY2026, and they would do more pipeline studies with VDOT between now and then, so the improvements recommended with this project might compete against improvements recommended in other pipeline studies they were yet to be involved in.

Ms. McKeel asked if the two projects along this bypass would not be competing with each other.

Ms. Hersh-Ballering said that was correct.

Mr. Pruitt asked if it was correct that they had a shared use path on Old Ivy Road but there was no bike-ped infrastructure being proposed on Ivy Proper.

Ms. Hersh-Ballering said that there was a sidewalk on Ivy Road, but she was unsure of which portion. She said that UVA was interested in improving bike and pedestrian infrastructure in this area, but as part of this package there was no additional bike-ped infrastructure.

Mr. Pruitt asked if Ms. Hersh-Ballering could explain the intended flow of traffic through the triangle-about.

Ms. Hersh-Ballering said that if one was coming off of Route 29, the off-ramp from 29 eventually became Old Garth. She said that if the intended route was to head towards Ivy, the movement would not change. She said that if one was coming from Ivy, heading eastbound or westbound along Ivy, and wanted to head north to St. Anne's Belfield, they would no longer be able to go up Old Garth once the triangle-about was in effect. She said that instead, they would make a right-hand turn onto Old Ivy, a left-hand turn onto Falconer Drive, and then continue up towards St. Anne's Belfield.

Ms. Hersh-Ballering said that essentially, they were treating this as a roundabout where traffic could only flow in one direction, which was where the triangle-about name originated. She said that the goal was to make traffic move more smoothly, reduce potential points of conflict at these intersections, and decrease overall congestion, ultimately improving safety.

Mr. Pruitt asked if the shared use path was entirely on the south side of the road, except at the bridge.

Ms. Hersh-Ballering said that was correct.

Mr. Pruitt asked if there was any existing sidewalk on the north side of the road.

Ms. Hersh-Ballering said that there was existing sidewalk along Old Ivy, but for various reasons, it was determined that a south side shared use path would be the most appropriate.

Mr. Pruitt said that one thing he would like to mention is that the worst section of the Rivanna Trail was right here, as one could not cross the railroad track, so they had to go all the way around and back up Old Ivy to cross onto that farm. He said that this section was particularly sketchy because there was often a lot of traffic going over the bridge at Old Ivy, and there was no sidewalk. He said that he was bringing this to their attention because there was a significant pedestrian need to cross the north end of Old Ivy, particularly at the end before reaching the bridge, and he did not see any facilities to serve this need.

Mr. Pruitt said that while he did not know the level of urgency for this need, it was a regular requirement for him to cross that street. He said that overall, everything else looked excellent and appeared to be meeting the more common needs of commuters who drove to work in their cars as opposed to those occasionally jogging in the area.

Mr. Gallaway asked if staff had a response regarding crossing from the south side multi-use path to get to the bike-ped infrastructure under the railroad. He said that one would have to move to the north side.

Ms. Hersh-Ballering said that on the east end, they did not have it thoroughly planned out, but they were aware that it was something they needed to address.

Mr. Gallaway asked if there was space there for a bike-ped path.

Ms. Hersh-Ballering said that there was six feet of space, so the consultants recommended a six-foot raised sidewalk, potentially with railing. She said that it was much narrower than a standard shared use path, but these were the conditions they had to work with. She said that they believed that having a raised sidewalk with some sort of vertical barrier would achieve their goals of improving the safety in that area.

Mr. Gallaway asked if they had looked at any of the water retention that happened there.

Ms. Hersh-Ballering said that she would have to get back to him on that.

Ms. McKeel asked if staff had considered straightening the road as it went underneath the railroad trestle, which had been explored by VDOT in the past.

Ms. Hersh-Ballering said that they decided not to do that as part of the bike-ped improvements, but she could confirm that it was investigated very closely and determined not to be a cost-effective solution.

Ms. McKeel noted that the water retention under the bridge had recently been improved due to recent clearing of a forgotten storm drain. She said that however, the area would be prone to flooding regardless.

Mr. Gallaway asked to see the roundabout in front of the market. He asked how someone exiting the market would head back towards town.

Ms. Hersh-Ballering said that due to the access management in place to improve safety, if she was leaving the gas station or any of the shops, she would need to head west, make a turn at the roundabout, and then come back.

Mr. Gallaway asked if to get there when coming from the west, to access the market they would navigate the roundabout and enter the parking lots. He asked if it was correct that there would be a closed median.

Ms. Hersh-Ballering said yes. She said that it was indicated with a blue line.

Mr. Gallaway asked if someone was heading from west and wanted to go northbound onto 250 and head towards Leonard Sandridge, would they take the on-ramp to 250 on the south side or if they would take the triangle-about and taking the acceleration lane.

Ms. Hersh-Ballering said that that they did not have a preference for the decisions that individual drivers made. She said that currently, the expectation was that people would utilize these ramps. She said that as part of the overall pipeline project, it was determined that extending and improving these ramps would not be cost-effective. She said that some individuals may use the triangle-about to get over and then take the ramp, but these roads were open and public. She said that ultimately, people would use them as they saw fit.

Mr. Gallaway said that it appeared that the extension of the deceleration lane may be inadvertently encouraging drivers to take Old Ivy Road, and they would not have a light to deal with because they would hit the roundabout and go through there. He said that he understood the point, but they could influence where they went. He asked if the planners considered the proximity of the roundabout to the light on 250, which would require drivers to exit the roundabout and then proceed through the intersection. He said that as someone who appreciated roundabouts, he would advocate for their placement in various locations. He said that however, the combination of a roundabout and a nearby light did seem somewhat inconvenient.

Ms. Hersh-Ballering said that it was a great point, and she did not recall it being discussed in detail. She said that she would bring that up with the consultants to see if they had any feedback on that topic.

Mr. Gallaway said that to their conversation about the competition with pipeline studies, he wanted to add that they were currently assuming that the pipeline study would be funded under the current SMART SCALE. He said that however, if the pipeline study did not receive funding or if not all of it was funded, it would then be in direct competition with this project.

Ms. Hersh-Ballering said that was correct.

Ms. LaPisto-Kirtley asked if there would be signals on each end of the underpass.

Ms. Hersh-Ballering said that there would be a new signal located just west of the underpass. She said that the existing signals at this location would remain in place and would be coordinated with this new signal.

Ms. LaPisto-Kirtley said that currently, if one was coming from Old Ivy, one could turn right and then left to access 250, but one could not go up Old Garth Road, which was only accessible one way when coming down. She said that essentially, it would be a large, triangular roundabout. She said that she appreciated staff's proposal, as it appeared to address several issues, and she hoped they could secure funding for this project, as it would significantly improve safety in that area.

Ms. Mallek said that regarding the Boar's Head Roundabout, when the Boar's Head Golf Club entrance road was improved, it was initially presented to the Board as a golf-only entrance, but she had been informed that it was now the primary entrance for the entire sports club. She said that the significant traffic volume on that road was a concern for her.

Ms. Mallek said that she was puzzled about what had happened to the original plan that did not meet the university's expectations for approval, as this was now the primary entrance for them. She said that she was curious to know if there was consideration of installing a stoplight at that location, as had been done when the residential townhouses across the street were approved. She said that she was curious to know if that was a short-term solution intended to last for 15 years, until something might happen on this.

Ms. Hersh-Ballering said that while she may not be able to speak to the exact specifications outlined in the proffer, she could confirm that the project pipeline study did consider every single intersection in the study area, from Ednam to Alderman Road. She said that in fact, multiple potential improvements for each of those intersections were evaluated. She said that what was being seen was the best package of improvements that was determined.

Ms. Mallek said that the proposed triangle-about essentially involved one change: someone traveling west on Old Ivy Road would no longer be able to proceed from where Faulkner Street started to the exit ramp. She said that instead, they would have to go up and then down. She said that this change would undoubtedly increase traffic congestion. She said that in terms of the number of people merging onto the high-speed exit ramp, she was curious to know if there had been any consideration given to implementing a structural element to slow down these drivers.

Ms. Mallek said that the posted speed limit was 25 miles per hour, yet when she exited the highway, she often found herself being tailgated by drivers who rushed to get to their destinations. She said that she would appreciate more information on the numbers used in these studies, as she had lived and worked in the area for 25 years and had witnessed firsthand the challenges that arose during rush hour. She said that specifically, she was interested in knowing if there had been any consideration given to directing out-of-town drivers to use the existing traffic circle and proceed west on Route 250 instead.

Ms. Hersh-Ballering said that she would like to provide a broad answer first and potentially follow up after that. She said that the project pipeline study examined two major routes for solutions, and they chose to improve the northern ramps. She said that the other potential route involved making improvements to all the ramps south of Ivy Road. She said that it was determined early on that making improvements to everything south of Ivy Road would not be cost-effective and lacked sufficient public buy-in and alignment with their corridor focus group.

Ms. Mallek said that she was more concerned with the engineers' input, and she was aware that there had been a discussion a couple of years ago about installing a double-lane exit ramp as a solution. She said that instead of having a single-lane exit under the bridge, which was too narrow, a double-lane exit ramp could divert traffic to the existing lane and provide a double-lane left turn. She said that she thought these common-sense non-engineer suggestions were important, because the triangle-about would have consequences that out-of-town engineers may not fully understand, given their lack of familiarity with the area and the potential time constraints.

Ms. Mallek said that people wanting to go on the bypass would still be able to go under the trestle and continue east on Old Ivy, then take the left turn. She said that this made sense. She said that the concern about removing the 50 yards between Faulkner and what was now being referred to as Old Garth Road. She said that it was interesting that the exit ramp now had a name, because Old Garth Road went from the intersection straight off to that upper left corner of the picture. She said that having a label for clarity would also be beneficial. She said that was her concern there. She said that she was confused

about the eastern underpass, which was currently two-way but would be one way at a time.

Ms. Hersh-Ballering said that was correct.

Ms. Mallek said that it was not going to be like it is now with people trying to get by. She said that she wanted to confirm that this was correct. She also said that she appreciated the idea of a bus route, but she would like to know if it would serve the western end of Old Ivy Road or only the first 100 yards where new residences were planned.

Ms. McKeel said that they had not determined the new routes yet; they had just recently learned they had purchased buses that could fit under the bridge. She said that they would go to where the students and the employees were.

Mr. Andrews said that initially, he was concerned about controlling traffic going to the west, but staff explained that the bar would be coordinated with the light. He said that he was still wondering if the light was also affecting right turns coming out of the car wash and the parking lot in that area, as he was not entirely clear on the location of the light.

Ms. Hersh-Ballering said that for westbound traffic, the lights would remain in place with the stop bar here. She said that he was correct that this driveway would need to be addressed as part of putting together a final product.

Mr. Andrews asked if it could be eliminated.

Ms. Hersh-Ballering said that it was a potential solution.

Mr. Andrews said that he was unsure of what existing rights they had to continue it. He said that there were several questions he would like to ensure he understood. He said that one concern he had for some time was the traffic backup onto the bypass from the Old Garth Road exit, particularly for those who could have taken the bypass and taken the other exit.

Mr. Andrews said that at this point, it was clear that if one was from the area, they would encounter a backup and must navigate through the underpass and light before reaching Ivy going west, which was often not as viable an option as continuing on further. He said that if they installed the roundabout, people coming to the second exit would still need to exit the ramp, stop at a light to turn left, and navigate through the roundabout. He said that this may actually encourage drivers to take the first exit, where traffic flowed more freely.

Ms. Hersh-Ballering said yes.

Mr. Andrews said that he did not know how local versus non-local traffic could be controlled, as getting to Crozet and you want to go to Ivy, that is the way one would go, so yeah, a problem. He said that despite this, he generally supported the package as a whole, acknowledging its large size. He said that he would like to ask about the University's properties, specifically the changes he had noticed, such as the potential connection to Leonard-Sandridge from Old Ivy.

Ms. Hersh-Ballering said that that was not a part of this project.

Mr. Andrews said that he understood that, but it was happening now. He said that it had opened up and he was unsure of how it would be regulated as far as who used that and whether it would open up a new avenue for people to get out of that area. He said that he also wanted to bring up the access at the underpass at the end of Old Ivy to Ivy, which was slide 11. He said that the ball field fence had been changed so it was not impossible to go up and over for pedestrian crossing on the north side. He said that he assumed that also had not been looked at as part of this project, but it made a big difference.

Ms. Hersh-Ballering said that UVA staff were in attendance at all of the project pipeline meetings, so they had been included in the process, and going through the ball field had been considered, but this package was determined to be the preferred solution.

Mr. Andrews asked if that solution would be closed off again.

Ms. Hersh-Ballering said that UVA would have to be consulted regarding that, but what was presented was the preferred solution for all parties involved in the project pipeline process.

Ms. Mallek asked if someone heading eastbound on Route 250 at this intersection would be banned from taking a left and going down under the trestle.

Ms. Hersh-Ballering said that it was considered but was not included in the final recommended package.

Ms. Mallek said that regarding the question of how to stop Crozet residents from zooming through the quick way was to stop the westbound traffic under the trestle, which had been suggested for 25 years. She said that the intuitive answer to stop people from racing through was to stop them from accessing it. She said that people could find alternative routes and get to I-64 and go west that way, where they had better ability. She said that she wanted to keep raising the simple and common-sense things that they could consider.

Mr. Andrews asked if that potential solution had been considered. He said that it would undoubtedly impact many individuals' current practices.

Ms. Hersh-Ballering said that she could not recall if that specific thing was looked at. She said that staff could follow up with the Board on a much more detailed slide from the VDOT consulting team so they could see all the different scenarios that were analyzed before they arrived with this package.

Mr. Andrews confirmed the Board was supportive of the package as presented.

Recess. The Board adjourned its meeting at 2:35 p.m. and reconvened at 2:52 p.m.

Agenda Item No. 12. **Presentation:** Transportation Planning Quarterly Report.

Mr. Alberic Karina-Plun, Transportation Planner, said that he was presenting the Transportation Planning Quarterly Report. He said that to begin, he would like to discuss the SMART SCALE updates. He said that as a reminder, SMART SCALE did not require any local match. He said that Albemarle County submitted applications for four projects this round.

Mr. Karina-Plun said that these appeared on the map. He listed the Rio Road and Hillsdale/Northfield/Old Brook intersection improvements, the U.S. 29 and Plank Road intersection improvements, the Old Trail Drive and U.S. 250 West intersection improvements, and the County portion of the Barracks Road Improvement Package, which was recommended as part of the Barracks Pipeline Study.

Mr. Karina-Plun said that the MPO (Metropolitan Planning Organization) also submitted applications for four projects. He said that they applied for the 5th Street and I-64 Diverging Diamond Interchange project, the U.S. 250 Peter Jefferson and Rolkin Road improvements as part of the Pantops package, and the City portion of the Barracks Pipeline Study. He said that the MPO also applied for funding for the entire recommended Barracks improvements, covering both County and City portions, in an effort to increase the likelihood of securing funding for this corridor.

Mr. Karina-Plun said that to clarify, Albemarle County submitted applications for County improvements as part of the package. He said that the MPO submitted applications for both the City and the County and City portions to increase their chances. He said that applications were submitted in August, with information about funding expected to become available early next year. He said that funding for all selected projects was expected to be available by summer 2029.

Mr. Karina-Plun said that the Albemarle County Planning Department was awarded a \$2 million planning grant through the very competitive RAISE (Rebuilding American Infrastructure with Sustainability and Equity) program to develop a master plan for a shared use path. He said that the path would extend from the Emmett/Ivy intersection in the City of Charlottesville, west across western Albemarle County, through the Crozet area, and into Nelson County, where it would eventually meet up with the popular Blue Ridge Tunnel Trail. He said that staff finalized the grant agreement with Federal Highway Administration (FHWA) and released an RFP (Request for Proposals) for consultants in early April 2024.

Mr. Karina-Plun said that a selection committee comprised of various regional stakeholders reviewed and evaluated written proposals, then interviewed the top-scoring consultant teams. He said that staff anticipated completing contract negotiations and launching the project before the end of the year.

Mr. Karina-Plun said that on August 12, 2024, the Board approved \$15,000 to fund the pilot program for Free Bridge Lane, which was expected to commence before the end of the year and would run for one year, after which they would assess whether to make the project permanent.

Mr. Karina-Plun said that Move Safely Blue Ridge was the Thomas Jefferson Planning District (TJPDC)-led planning process to develop a regional safety action plan, which was being partially funded through the Federal Safe Streets for All Grant program, with Albemarle County and other localities in the PDC area providing the local match. He said that segments or intersections with three or more injuries or fatalities in the last five years were identified as high injury network locations. He said that in September, County staff, the consulting team, TJPDC staff, and ACPD (Albemarle County Police Department) officers conducted site visits to better understand safety problems at each location in the high-injury network.

Mr. Karina-Plun said that in July, the Commissioner of VDOT approved a through-truck restriction on Plank Road, which had been implemented with installed signs. He said that staff also attended the August and September monthly meetings of the Regional Transit Partnership (RTP), where highlights included presentations about the formation of a Charlottesville-Albemarle Regional Transit Authority (CARTA) followed by a vote to endorse the formation of CARTA. He said that the Board may recall from their joint meeting with Charlottesville City Council that the CARTA presentation was discussed at that time.

Mr. Karina-Plun said that County staff continued to meet monthly with VDOT and ACPD to address citizen transportation concerns. He said that issues from this past quarter included requests for pedestrian infrastructure on Pen Park Road and Pen Park Lane, as well as safety concerns on Pen Park

Road, Alberene Road, and Advance Mills Road. He said that there had also been maintenance concerns on Garth Road, Georgetown Road, and Old Lynchburg Road.

Mr. Gallaway said that this issue may be more of a commentary than a question, but since the Pen Park Road driver safety piece came up, he wanted to bring it to the Board's attention. He said that he recalled that some citizens had reached out to VDOT staff and possibly County staff about the speed limit on Pen Park Road, which was currently posted at 35. He said that what was interesting was that all the roads leading into Pen Park Road were posted at 25, except for the Charlottesville Catholic School, which had a speed limit of 9 miles per hour. He said that this was an interesting number for a speed limit.

Mr. Gallaway said that furthermore, when one was driving out from Pen Park, a VDOT-posted sign advised drivers to take the curve at 25. He said that in reality, if a driver was obeying the cautionary sign and exited Pen Park Road, they would have only about 100 yards to reach the 35-mile-per-hour speed limit before hitting the red light to get back onto Rio Road. He said that he was bringing this up to highlight the inconsistency in the speed limit on Pen Park Road.

Mr. Gallaway said that with the addition of new units built by right and ongoing requests for pedestrian infrastructure, he often forgot how to make a speed limit change request, whether that was through staff or VDOT or both. He said that however, after re-examining the situation and driving the area again, he thought it was baffling why that would be at 35, so he was formally asking that the speed limit be reduced to 25, matching the speed limit on the roads exiting the park. He said that this change would be beneficial, as drivers who entered the park at 35 miles per hour would hit the speed bumps and may find themselves over in the golf course.

Mr. Karina-Plun said that he believed that VDOT had completed a speed study of Pen Park Road. He said that he would send Mr. Gallaway all relevant information related to the issue.

Mr. Gallaway said that if the speed study somehow justified the 35-mph speed, he strongly disagreed with that. He asked if Ms. Shepherd could take note of this issue as well. He said that the current practice and posted sign did not make sense, and he believed a lower speed would be more appropriate.

Ms. LaPisto-Kirtley said that there was a study on Gordonsville Road because the speed limit on half of the road was 45 and on the other half was 50. She said VDOT did a study and said that the normal speed limit was 85% of the whatever, and she did not really understand it, but she knew that there were a lot of speeding cars there.

Mr. Karina-Plun said he would ask Ms. Shepherd about it, but they were measuring it at the 85th percentile of speed.

Ms. LaPisto-Kirtley asked if staff could send the Board the list of "high injury network" locations.

Mr. Karina-Plun said yes.

Ms. Mallek said that regarding the transportation dashboard, she was not an expert, but she was wondering if there was a specific start time for it. She said that he had mentioned a few things that were quite recent, but ongoing projects like Foothills Crossing, Hilltop, Park Road, West Hall, which had been studied for five years without resolution, she would like to know if they were still included in the dashboard in some capacity. She said that she would greatly appreciate direction on how to access this type of information, as it may not be immediately obvious to everyone.

Mr. Karina-Plun said that the dashboard listing various projects was primarily focused on SMART SCALE projects and other CIP (Capital Improvement Program) projects; it was not covering things like speed studies.

Ms. Mallek asked if it was a different file that had all of the traffic safety police responses.

Mr. Karina-Plun said yes, they had a record, but it was not included in the dashboard.

Ms. Mallek said that she would appreciate if staff could tell her where to find that.

Mr. Karina-Plun confirmed that he could follow up with her on that.

Ms. McKeel expressed concern regarding the amount of trucks using Georgetown Road despite the "No Through Trucks" signage. She said that the current signs specified the state route numbers but not the name of the road; however, it may be beneficial to include the name of the road, "Georgetown Road," as well.

Mr. Karina-Plun said that staff could request VDOT to add the road name to the sign to make it more recognizable.

Ms. McKeel said that the sign should read "Through Trucks Prohibited on Georgetown Road," and they could include the state route number if they wanted to. She said that she would appreciate a response regardless of the answer.

Ms. LaPisto-Kirtley expressed concern that truckers did not pay attention to truck prohibition signs

unless police were out all the time writing tickets, and that writing tickets without points against the license was a problem. She said that the problem was frequent on Gordonsville Road, where police had written 17 tickets just last month for oversized trucks. She said there were large signs put up by VDOT on either end saying "Trucks Over 65 Feet Prohibited," but they come through all the time.

Ms. LaPisto-Kirtley said that last week, a large Amazon truck flipped over on Gordonsville Road and the route had to be closed for 11 hours. She said that thankfully, no one was hurt, but she received an email from a constituent today who reported seeing two oversized Amazon trucks within 15 minutes of each other on that road. She said that the problem would continue until they found some creative solution with VDOT to deal with the dangerous issue.

Ms. Mallek asked who was responsible for maintaining the flashing lights. She said that her question pertained to the photo speed section on Hydraulic Road, which she supported and appreciated. She said that unfortunately, she had been informed several times in the past couple of weeks that the flashing lights were not functioning. She said that she would like to bring up the issue with the sign that indicates the times when the cameras are operational. She said that they were very small, and that for drivers in traffic, it was challenging to read.

Ms. Mallek said that she had two questions: How can they improve this situation, and does the County have the authority to maintain a consistent speed limit of 25 miles per hour in that section? She said that if so, it would alleviate concerns about drivers not knowing if it was the time or not. She said that if the lights were not functioning, it created a problem for people who rely on them to know when children were present. She said this could lead to individuals attempting to avoid paying fines for speeding, which they may deserve if they were speeding. She said that to ensure they were doing this correctly they needed a reliable mechanism in place. She said that she did not have a magic solution, but she had concerns about this matter.

Ms. Mallek said that she also wanted to bring up the Hillsdale roundabout pedestrian crossing, which she had observed to be hazardous due to the lack of visibility of the lights. She said that she had been trying to locate them while driving to the right turn onto Hillsdale, and others have reported similar difficulties. She said that the drivers coming off the roundabout could be aggressive, making it difficult for pedestrians to cross safely.

Mr. Karina-Plun asked if Ms. Mallek was referring to the new roundabout at Hydraulic and Hillsdale or the one further up.

Ms. Mallek said that she was referring to the one at Hydraulic and Hillsdale.

Mr. Karina-Plun said that he believed the question about the flashing lights was a question to ask VDOT.

Agenda Item No. 13. **Presentation:** Virginia Department of Transportation (VDOT) Quarterly Report.

Ms. Carrie Shephard, Charlottesville Residency Administrator, said that before she began her formal presentation, she would like to provide an update on the storm damage. She said that currently, in Albemarle County, eight roads were closed. She said that five of those were due to washouts, which would require longer-term repairs. She said that one of those, 614 Sugar Hollow Road, was actually being worked on and should be open later that evening. She said that one would be removed from the list.

Ms. Shephard said that they also had 635 Craigs Store Road, 682 Broad Axe, 811 Bearwood, and 839 Whippoorwill. She said that Craigs Store, Broad Axe, and Whippoorwill were expected to be longer-term repairs, potentially exceeding two weeks or more, as they need to secure a contractor. She said that additionally, three roads were currently closed due to flooding: 622 Alba Vanna Springs Road, 689 Burgess Creek, and 712 Plank Road. She said that they were continuing to work on these issues and hoped for no further rain.

Ms. Shephard said that moving on to her formal presentation, not much had changed since her last visit. She said that she would like to bring to the Board's attention that a public hearing was scheduled for the Berkmar Connector on November 13, 2024, at UVA North Fork, with the address listed. She said that furthermore, they were actively exploring the possibility of including the Route 680 Browns Gap Turnpike Bridge with the bundle project, which would allow for the construction of the roundabout at Route 240, Route 250, and the bridge simultaneously. She said that the only remaining hurdle was securing funding.

Ms. Shephard said that related to their design-build bundles, the Hydraulic package starting construction on the pedestrian bridge at Zan. She said that there would be a traffic shift, which was initially scheduled for this week. She said that she was unsure if the weather had delayed it again but asked the public to be aware of the potential traffic disruption. She said that the traffic would shift to accommodate the construction in the median, allowing them to work on the bridge.

Ms. Shephard said that there would be no updates to Bundle #2. She said that as for Bundle #3, which included the Hydraulic improvements to Cedar Hill Road, District Avenue roundabout, and Fontaine interchange, they had a public hearing scheduled for early 2025 and were seeking design-build qualifications in February. She said that this project was moving forward as planned.

Ms. Shephard said that regarding Rural Rustic updates, the Old Dominion Road construction was complete, while Sutherland Road was currently under construction. She said that they experienced a severe washout on Sutherland Road, with a lot of damage from the recent storms. She said that they were still working to replace a large pipe and replenish the stone that was washed away. She said that their goal was to pave Sutherland Road next year, after allowing the stone to compact over the winter. She said that Henderson Lane was pending construction; it was currently being prepared but would not be paved until next spring. She said that Glendower Road Phase 1 and Phase 2 were in preliminary engineering, with plans to be addressed next year.

Ms. Shephard said that in terms of ongoing construction activities, the Afton Mountain warning system installation was progressing, with an estimated completion date of early next year. She said that additionally, 708 Red Hill Road was still moving along, with an estimated completion date of December. She said that she would like to draw attention to Frays Mill Road, which was completed three months ahead of schedule and was now open.

Ms. Shephard said that as far as traffic engineering, she did have the truck restriction signage still on the list and would discuss with the County the possibility of adding Georgetown Road signs to that. She said that they confirmed that all signs were in place and clearly visible and were the correct size. She said that they were currently reviewing curve warning signs for Milton Road and speed and sign reviews for Stony Point Road.

Ms. McKeel asked if it was possible to get the name of Georgetown Road put on the three signs on the road as it left Barracks Road. She asked if Ms. Shephard could address the sidewalk problems on Georgetown Road.

Ms. Shephard said that there had been some reported incidents of falls in the area, which had been reported through work orders. She said that their contractor had conducted a thorough assessment of Georgetown and Hydraulic up to Lambs Road and presented the findings as a report. She said that the report had identified various tripping hazards and provided a cost estimate.

Ms. Shephard said that as a result, they were moving forward with the repairs. She said that unfortunately, the contractor was experiencing some delays due to weather conditions. She said that she apologized for not being able to provide a specific date yet. She said that however, she anticipated having a better understanding of the timeline by early next week at the latest.

Ms. McKeel asked if due to the stress of VDOT's maintenance budget, whether VDOT was anticipating that they would have to delay some work due to storm-related repairs.

Ms. Shephard said that they were hoping they would be able to get some sort of reimbursement, depending on the type and cost of the specific project. She said that however, they would not know about that for a long time. She said that in short, the answer was yes, but as far as major projects, they were coming into a slowdown due to winter, so it would not be as big of an impact. She said that, however, the winter would affect their budget, and they would have to reassess in the spring about whether they had to delay work on any projects until the new fiscal year.

Mr. Pruitt expressed his appreciation for the work planned for Glendower Road. He asked if they were planned to be completed in spring 2025.

Ms. Shephard said yes.

Mr. Pruitt asked if the work would be sequenced, with both phases likely to occur within the same calendar year.

Ms. Shephard said yes, that was their goal.

Mr. Gallaway said that he often got confused about whether speed limit changes or requests were handled by VDOT or staff, so he wanted to reiterate his concerns. He said that Pen Park Road had been previously reviewed, but as he had mentioned earlier, the speed limit was 35 when entering, while the offshoot roads were 25. He said that there was also a speed bump at the end of the road as one approached Pen Park, and VDOT had a speed limit of 25 around the curve as one left the park, which effectively limited the road to 35 for only about 100 yards.

Mr. Gallaway said that he was not sure why the sign did not exist going into the park around the same curve, but it seemed that if one were obeying the posted speed limit, one should be doing 25 for most of the road. He said that he was asking that this road be reconsidered for a speed limit of 25, especially given the additional residential units in the area and the lack of pedestrian infrastructure, which was necessary given the number of pedestrians accessing the park via Pen Park Road.

Mr. Gallaway said that he would like to know if there was a study conducted on this issue before the new residential units were built, and if so, what the timing of that study was. He said that this issue seemed strange to him, as it appeared to match the speed of Rio Road on a street where houses directly fronted the road and a community asset that many people frequented. He said that he would appreciate any assistance or help in addressing this concern. He said that personally, he believed reducing the speed limit on this road to 25 mph would make sense. He said that he was not familiar with the process for changing speed limits.

Mr. Gallaway said that he would like to bring up the Hydraulic roundabout at Whole Foods, where there were concerns about safety. He said that he had observed the intersection firsthand as a pedestrian, both before and after the roundabout was installed. He said that during a busy morning, it took a considerable amount of time to cross from the Kroger side to Whole Foods. He said that after the roundabout was in place, he was able to cross the intersection as a pedestrian without having to sprint, even with the sign crossings, and felt safer doing so. He said that it did not take as long as he thought it would, and it seemed that people still needed to learn how to properly use the yield sign. He said that it was frustrating when people criticized infrastructure without considering their own driving habits. He said that if individuals were yielding and following proper yielding procedures, the roundabout would likely be functioning effectively.

Ms. LaPisto-Kirtley said that she would like to make another pitch for Gordonsville Road, which spanned both 22 and 231, up to Gordonsville. She said that the road was divided into two sections, with one section having a speed limit of 45 and the other of 50. She said that given the number of trucks that frequented this rural road, with deep ditches and limited space to maneuver, accidents were a significant concern. She said that in the past year, they had seen a tragic incident where a truck driver lost his life after crashing into a tree.

Ms. LaPisto-Kirtley said that they had had multiple instances of oversized trucks turning over because of other oversized vehicles coming. She said that she would like to propose reducing the speed limit from 50 to 45 to improve safety. She said that she would also like to discuss the issue of truckers using their mobile phones instead of their truck GPS while driving. She said that as they were aware, they had truck restrictions on some of their roads. She said that, however, enforcing this restriction was a challenge, as they could not have officers present at every intersection 24/7. She asked what solutions they could explore to address this issue and ensure public safety.

Ms. Shepherd said that unfortunately, they did not have control over that issue. She said that they had attempted to reach out to GPS companies through their central office and other channels but had not had success. She said that as a result, enforcement was not something they could control.

Ms. LaPisto-Kirtley asked if there were any restrictions on trucks that the police could enforce that would allow them to take off points from truckers' licenses in addition to a ticket.

Ms. Shepherd said that she did not know.

Ms. Mallek said that she noticed that Durrett Ridge was on the washout list yesterday, but it was not one of the locations Ms. Shepherd had mentioned. She asked if she could confirm whether the bridge on Durrett Ridge in northern Albemarle had indeed been washed out. She said that if she happened to know the answer, she would appreciate it if they would let her know; otherwise, she would drive out there to investigate.

Ms. Shepherd said that it should be open, according to her updated list.

Ms. Mallek asked if the Afton warning lights were the subject of a public hearing in Staunton six weeks ago.

Ms. Shepherd said that was correct.

Ms. Mallek asked if the warning lights would be low to the ground or on high poles.

Ms. Shepherd said that her understanding was that it was a warning system to alert drivers to slow down due to a stop condition ahead. She said that she believed it was a normal-sized sign that started to flash, alerting them of slowed or stopped vehicles ahead.

Ms. Mallek asked if the signage was nearer to the driver's height as opposed to a tall one overhead.

Ms. Shepherd said yes. She said that she would double check to make sure that was correct.

Ms. Mallek said that she would like to inquire about the process for using gravel road funds for redesign and maintenance to solve problems, as outlined in the Russett Perry Senate bill from last year. She asked if this was either a VDOT process or a County process; she would like to know who would be responsible for working on that so that they could start contributing. She said that she had expected to receive a report on this matter by now, so she would appreciate an update on the status.

Ms. Shepherd said that it was still being discussed internally about how that would play out. She said that she had a meeting on Friday that she would be attending, where they would be discussing how that worked and how it would interact with the funding. She said that they needed to determine whether the County or their organization would be responsible for adding the roads, and who would decide what could and could not be done. She said that these were all important questions that they were working to resolve. She said that as they finalized their plans, she would be sure to share the information with the County, as she knew that was a significant interest for them.

Ms. Mallek said that different parts of the County had different desires and needs with the users of their roads, so she hoped that public input would be allowed as part of the process before any

decisions were finalized. She asked if VDOT or the County was taking care of the flashing lights for the school zone at Albemarle High School. She said that they had not been working for a couple of weeks ago and she was unsure who to notify.

Ms. Shepherd said that they were County-operated under permit from VDOT, so the County was responsible.

Ms. Mallek asked if they had the authority to make that section of the roadway 25 mph all the time so there was no confusion about the time of day.

Ms. Shepherd said that in order to change the speed to 25 mph, they would have to conduct a speed study with results that justified that change. She said that if they were to do that, the school zone would go away completely because there would be no need.

Ms. Mallek asked if they could continue to use the photo speed cameras there to give tickets to people who did not obey the speed limit.

Ms. Shepherd said that it would no longer be a school zone. She said that for the locality change in speed limits, that was only on a residential or business district already 25 mph, and it gave them the ability to lower it to 15 mph.

Ms. Mallek asked if it was in a different category if it was over 25 mph.

Ms. Shepherd said that was correct; it went through the normal processes for speed studies.

Mr. Andrews said that he appreciated the update on road closures and washouts. He said that the damage done to roads still open should be considered as well. He said that there was an inspection process as well as a reporting process. He said that he thought it was essential to remind people about the reporting process, as some individuals may be observing their roads and noticing issues such as pavement buckling or washed-out sections, even if they were still passable. He said that he wondered if it was simply a matter of encouraging people to file reports through 1-800-FOR-ROAD, or if there was an inspection process in place. He said that at this point, did they know the status of damaged roads beyond the closed roads.

Ms. Shepherd said that if people reported issues, that would be excellent. She said that they could not be everywhere at once right now, so they were focusing on putting out one fire at a time. She said that they were strained for resources. She said that she had left one out because she had discovered it on the way here. She said that they also found out, similar to what Mr. Andrews had mentioned, a pipe on 810, located past White Hall.

Ms. Shepherd said that she did not have the exact location, but they had discovered it this afternoon and had determined it was serious enough that they were taking immediate action. She said that they would cut open the road and replace it. She said that if they received help from the public, that would be great. She said that they were trying to identify and address problems as quickly as possible. She said that it would take some time, and there may be issues out there that they were not aware of.

Mr. Andrews asked what the best mode of contact was for reporting issues to VDOT.

Ms. Shepherd recommended the work order system, which was effective because it allowed VDOT and the submitter to track the progress of the issue. She said that it was the most effective way to communicate those problems.

Mr. Andrews said that he would like to bring up a report from a constituent who was involved in a serious accident on I-64 after hitting a deer in the median. He said that the constituent expressed concern about the regular inspection of deer fences along I-64, as the deer was in the median. He said that although he did not know the exact circumstances of the accident, it was clear that this was a challenging problem to address. He said that he would like to inquire about the process for inspecting and repairing deer fences, specifically.

Ms. Shepherd said that she was not aware of a specific process, but she knew that they had contractors out on I-64, and that they maintained those when they knew about a break in them. She said that she was not sure of the frequency of these maintenance activities, but she assumed it was handled on a case-by-case basis once the issue was identified. She said that it was a good question to ask, and she could look into it further to provide more information.

Agenda Item No. 14. Closed Meeting.

At 3:35 p.m., Mr. Pruitt **moved** that the Board go into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia:

- Under subsection (1), to discuss and consider appointments to various boards and commissions including, without limitation: the Crozet Community Advisory Committee; the Historic Preservation Committee; the JAUNT Board; the Jefferson Area Board for Aging (JABA); the Monticello Area Community Action Agency (MACAA); the Places 29 (North) Community Advisory Committee; the Social Services Advisory Board; and the Village of

Rivanna Community Advisory

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

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

Agenda Item No. 15. Certify Closed Meeting.

At 6:01 p.m., Mr. Pruitt **moved** that the Board of Supervisors certify by a recorded vote that, to the best of each supervisor's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed meeting, were heard, discussed, or considered in the closed meeting.

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

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

Agenda Item No. 16. Boards and Commissions.
Item No. 16.a. Vacancies and Appointments.

Ms. McKeel **moved** that the Board make the following appointments to Boards and Commissions:

- **Appoint** Mr. Wallace Barrett-Johnson to the Crozet Community Advisory Committee with said term to expire March 31, 2026.
- **Appoint** Mr. Charles Chapman to the Historic Preservation Committee with said term to expire on June 4, 2026.
- **Reappoint** Mr. Cameron Mowat to the Jefferson Area Board for Aging (JABA) with said term to expire October 20, 2026.
- **Appoint** Ms. Crystal Bland to the Monticello Area Community Action Agency (MACAA) with said term to expire June 30, 2027.
- **Appoint** Ms. Misty Parsons to the Places 29 (North) Community Advisory Committee with said term to expire on August 5, 2025.
- **Appoint** Ms. Jeanin Braithwaite to the Social Services Advisory Board as the Rivanna District representative with said term to expire December 31, 2027.
- **Appoint** Ms. Zarina Burdge to the Social Services Advisory Board as the Rio Magisterial District representative to fill an unexpired term ending on December 31, 2025.
- **Appoint** Ms. Judy Hundley to the Village of Rivanna Community Advisory Committee with said term to expire on March 31, 2027.

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

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

Agenda Item No. 17. From the County Executive: Report on Matters Not Listed on the Agenda.

Mr. Jeff Richardson, County Executive, stated that he would invite Fire Chief Dan Eggleston to present information about the storm recovery work currently underway across Albemarle County and their region.

Mr. Dan Eggleston, Chief of Fire Rescue, said that he was there to provide an overview of their response to the storm that affected the Commonwealth earlier last week and this week. He said that on his way there, it was striking to think that they had come full circle since their previous discussions about the wildfires that scorched hundreds of acres and threatened the lives and homes of many people in the County, which then led to conversations about the drought they experienced over the summer.

Chief Eggleston said that now, he was standing before them to discuss the floods that occurred from the remnants of the hurricane. He said that he must admit, he thought this was becoming their new normal, unfortunately. He said that he would like to give them a brief overview of what they did to prepare, what they saw in terms of damage, and the challenges they faced. He said that he would also like to circle back and discuss what they could learn from this experience and how they could work to mitigate future efforts.

Chief Eggleston said that as usual, whenever they saw activity in the Gulf or Atlantic, they began planning immediately. He said that they brought their team together and focused on preparing themselves for the storm. He said that they activated their emergency team and utilized an online program to bring people together and generate action plans and scenarios that they could respond to as the situation unfolded.

Chief Eggleston said that he would like to highlight two high performers in this event. He said that one of which was their National Weather Service, managed out of Sterling, Virginia. He said that this group provided them with critical information, and he was impressed by their ability to provide accurate forecasts. He said that their work was so valuable for the County because they had 723 square miles to cover, and when they were trying to figure out how this would be impacted, they could not do it alone.

Chief Eggleston said that the other group, Rivanna Water and Sewer Authority (RWSA), had been instrumental in helping them gain a better understanding with the updated information provided 24 hours a day from their gauges and reservoirs which would have a significant impact on the citizens downstream. He said that RWSA had also recently reached out to discuss ways they could further assist the County after this experience. He said that he just wanted to acknowledge that great work and express appreciation for those partners.

Chief Eggleston said that as he mentioned earlier, one of their challenges was that the County was vast, 723 square miles, making it difficult to gain situational awareness. He said that they relied on a limited number of gauges to monitor the streams, but they quite often received information from their public safety staff, such as firefighters and police officers, who were out on the streets all the time. He said that while it was beneficial, they preferred to know this information ahead of time. He said that to address this, they were working towards establishing better partnerships with DCR (Department of Conservation and Recreation) and the National Weather Service to replicate their successful gauge placement along the rivers and spread them throughout the County to gain a better understanding of the situation.

Chief Eggleston said that it was still a challenge, as they had discussed earlier. He said that he and Ms. Mallek had had numerous conversations, including those applicable to their drought. He said that they needed to do a better job of understanding the environmental situation in their own County, but it would require significant partnership.

Chief Eggleston said that this particular event came in three waves. He said that they had the event that occurred just before the hurricane, causing significant damage as it moved through the area. He said that the first storm probably hit Batesville the hardest, causing flooding to many houses along Batesville. He said that it washed out the road and some private bridges. He said that they experienced another wave that affected the area from Friday night into early Monday. He said that however, the wave that occurred on Sunday night caused significant flooding at Misty Mountain Campground, which led to the evacuation of many campers in that area.

Chief Eggleston said that these events resulted in several instances where cars were swept off the road, and occupants had to be rescued, but that they were thankful that there were no serious injuries as a result of these events. He said that he believed that was largely due to luck, and they were fortunate that the events did not turn into anything more than they were.

Chief Eggleston said it was worth noting that, while they were responding to this emergency, they also experienced three significant hazardous materials incidents, both in transportation and at fixed facilities, as well as three significant structure fires. He said that one of the fires resulted in a fatality in the southeastern portion of the County. He said that their fire marshals worked diligently to determine the cause of the fire. He said that their ability to perform their normal duties, as well as to staff up and respond to something like this was very important. He said that he was grateful for the hard work of their personnel, both volunteers and career firefighters who stepped up to address this situation. He said that they did an outstanding job.

Chief Eggleston said that looking ahead, he believed they had already gained valuable insights from this experience. He said that they planned to follow up on an opportunity to improve their understanding of weather patterns in the County. He said that additionally, he thought there may be a mitigation opportunity, particularly in the Batesville area, which they would explore further. He said that Senator Deeds had reached out and offered assistance through his office.

Chief Eggleston said that once the Department of Emergency Management had the time, they planned to engage with them to explore potential opportunities in Batesville as a pilot project for mitigation efforts to lessen the impact of future flooding. He said that at least three or four homes were flooded at least twice, and it was likely to happen again. He said that Stillhouse Creek was raging high through that area, washing out the road and causing significant damage to private bridges. He said that the community was very interested in addressing this issue. He said that he appreciated the level of engagement he had seen in this community, particularly after speaking with residents and brainstorming ways they could contribute.

Chief Eggleston said that however, they also needed to remain vigilant about their additional threats. He said that climate change was a real concern, and they must be prepared not only to respond to these events but also to explore ways to mitigate some of the associated risks, as these events were likely to become more frequent and intense. He had seen this trend in his career.

Chief Eggleston said that they had reached out to surrounding communities, particularly in southwest Virginia and North Carolina, and were working with the ECC (Emergency Communications Center) to provide dispatchers and call takers to support those communities. He said that they were also dispatching staff to remote areas in North Carolina to deliver essential supplies, such as food, water, and medicine, to communities cut off by the disaster. He said that as some of the search and rescue efforts

subsided, state and federal resources would end, leaving these areas in need of long-term support. He said that they aimed to provide assistance to these communities, just as others had helped Albemarle in the past.

Ms. McKeel said that these types of events provided the opportunity for them to reflect on how to improve their processes and learn from others' experiences, such as those in North Carolina. She expressed her appreciation for everyone's hard work.

Mr. Pruitt said that it was concerning that the local situation could have been much worse without preparation and technological advancements. He said that he was not familiar with any strain on utilities, such as downed power lines and large debris in other parts of Appalachia. He asked if this was something Chief Eggleston's department had been tracking recently.

Chief Eggleston said that they had a strong relationship with Dominion Energy and the cooperatives that served Albemarle. He said that they had a dashboard that allowed them to monitor outages. He said that one reason they did not see the level of activity they expected was that the winds did not materialize as severely as they had anticipated. He said that the winds remained below 20 miles per hour. He said that they were concerned that if the winds were gusting higher with the wet weather, it would create significant issues with power, but they were fortunate in that regard. He said that the winds did not materialize as much as they had feared.

Mr. Pruitt asked if any structure fires were triggered by the flooding and rainfall.

Chief Eggleston said that they were uncertain at this time. He said that the one in Scottsville remained undetermined; they had some things to follow up on. He said that the priority was to ensure the family from out of state had a place to stay when they arrived. He said that they were currently continuing the investigation, and at this point they were unsure if it was related to the weather.

Mr. Gallaway said that he would be interested in discussing funding related to water infrastructure in the rural areas of the County when they began reviewing their budget for the upcoming year. He noted that they had contingency funds for emergencies, but he was unsure if those funds could be applied to emergency preparedness. He said that he thought it was worth considering setting aside a budget line item specifically for emergency preparedness, so it was not solely dependent on individual departmental budgets. He asked if there was a lot of debris related to the storm.

Chief Eggleston confirmed yes, there was an enormous amount of debris. He said that during his visit to Batesville, he was accompanied by Greg Harper. He said that they said that the significant amount of silt that entered Batesville would ultimately end up in the Crozet basin. He said that this basin would soon be filled. He said that unfortunately, this was not an isolated issue; it was happening throughout the County.

Chief Eggleston said that as someone who was not a civil engineer, he believed it was essential that they consider things like cut-over areas that could exacerbate the erosion and maybe think about how they could regulate something like that. He said that witnessing this firsthand was concerning, as it raised questions about where the debris was going and what its long-term effects would be. He said that this could potentially lead to a log jam, causing even more flooding.

Ms. LaPisto-Kirtley said that they were currently looking at sending cameras down all their culverts and pipes in the County, which was a huge cost. She asked if that project was underway.

Mr. Jeff Richardson, County Executive, confirmed that it was underway. He said that Mr. Greg Harper with Facilities and Environmental Services (FES) was a key part of that program. He said that he could follow up and provide information related to the current status of the project to the Board.

Ms. LaPisto-Kirtley said that she would appreciate an update. She congratulated Chief Eggleston on receiving the SAFER (Staffing for Adequate Firefighters and Emergency Response) Grant, which would help them in hiring additional firefighters and EMTs (Emergency Medical Technicians). She thanked Chief Eggleston for everything his department did to keep their County safe and for being prepared and forward-thinking.

Chief Eggleston acknowledged that it was a large team effort. He said that they had excellent partners who helped them during their time of need and helped these operations go much more smoothly because they were all so committed.

Ms. Mallek expressed her appreciation for all of Chief Eggleston's discussion of planning ahead. She said that the steep incline of the mountains caused rainfall to gain extreme velocity as it came down the mountainsides, and people often underestimated the force generated by these natural events. She said that she was alarmed by Chief Eggleston's mention of search and rescue being shifted, and she hoped that federal recovery funds and other resources would be coming to support the affected communities.

Chief Eggleston said that typically, he was referring to search and rescue teams, both state and federal. He said that they usually had a two-week or two-and-a-half-week deployment, after which they returned. He said that FEMA (Federal Emergency Management Agency) brought in recovery specialists, including small business loan experts and other specialists, to assist in the recovery process. He said that this was a lengthy process.

Chief Eggleston said that for some communities, recovery could take years, and it was on top of their regular work. He said that therefore, they would need long-term support. He said that that was why they wanted to be able to prepare, perhaps sending personnel to relieve them so they could take a break and provide that kind of assistance. He said that he brought this up because the community he was involved with prior to joining Albemarle experienced a significant flood, and it took them several years to recover from that event, and it was a lot of work.

Ms. Mallek said that she was so grateful and looked forward to discussing future work in the community. She expressed her support for allocating an extra budget for these types of initiatives to support the citizens.

Mr. Andrews acknowledged that the community was receptive to finding ways to remain resilient and prepare for future challenges. He said that he was impressed by the way that communities such as Batesville came together to help each other, and that he thought that would be key in many areas. He said that he applauded them and was grateful he had been able to get out there and see what they were dealing with. He expressed his gratitude and support for Chief Eggleston's forward-thinking approach to mitigate future damages. He noted that the Misty Mountain situation had had multiple iterations of requiring rescue or assistance, and he hoped they could work together to find ways to reduce the severity of these problems as they arose.

Ms. Mallek said that related to Misty Mountain, she was wondering if they had a plan in place for recovery costs and risks associated with rescue efforts. She said that they needed to hold people accountable and let people know they could not just put rescue personnel at risk because they were not doing their job.

Chief Eggleston said that they were scheduled to review that situation more closely. He said that he believed the folks there were in the same position; there was a lot of rain but the water also suddenly rose very quickly. He said that perhaps a gauge would be an effective tool to let them know something was coming. He said that they were trying to create a situation where residents could take proactive steps to prepare, while also allowing everyone to gain a clearer understanding of the situation around their County.

Mr. Richardson said that Chief Eggleston mentioned their partnership with RWSA, and he would like to publicly express his gratitude to Fire Rescue and other County departments for their collaborative efforts with RWSA. He said that this partnership was a good example of community safety, and Chief Eggleston emphasized that RWSA was with them throughout the recent event, providing critical information 24/7 to support their Fire Rescue efforts. He said that this information aided in deployment, staffing, and identifying future challenges. He said that this was a tribute to their Fire Chief, public safety departments, as well as Bill Mawyer and his team at RWSA. He said that he wanted to acknowledge that for the record.

Mr. Richardson said that also he would like to take a moment to recognize their finance officers present in the room. He said that their swift budget process was not taken lightly, and he would like to highlight the team's efforts, including Chief Eggleston, Alyssa Mezzoni, and the team in Mr. Sumner's department, who successfully submitted their fourth SAFER Grant application to FEMA. He said that this achievement was particularly notable, as he was reminded of the challenges faced by a manager at a National ICMA (International City/County Management Association) education session who was unsuccessful in securing that grant.

Mr. Richardson said that a manager from a local government shared his challenges, which served as a reminder to him of how competitive those grants are. He said that this success was a testament to Fire Rescue, their finance team, and how they had managed the first three grants. He said that on their fourth grant, they had been successful. He said that earlier this year, Chief Eggleston told him he was unsure if they would be successful due to the difficult grant competition. He said that however, they were able to secure the grant, which amounts to \$1.74 million.

Mr. Richardson said that this significant funding would enable Chief Eggleston to hire seven firefighters, a crucial component of their community's career service and volunteer services in Fire Rescue. He said that the Board would hear more about this as they moved into the budget process, as they continued to monitor the federal funding and its impact on their local funding. He said that it was also a strategic move that had paid off for the County. He said that he wanted to extend his gratitude to Chief Eggleston for his leadership and the support of the Finance Department, without which they would not be in this position today.

Agenda Item No. 18. 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.

There were no speakers from the Public.

Agenda Item No. 19. **Public Hearing: Public Hearing to Consider a One-Time Payment of Monetary Bonus to Employees.** To receive public comment on its intent to adopt an ordinance to authorize the one-time payment of a monetary bonus to eligible employees of Albemarle County pursuant to Virginia Code § 15.2-1508 and § 15.2-1605.1. The ordinance would authorize a payment of \$1,000 to

covered benefits-eligible full-time employees, and a payment of a prorated amount for covered benefits-eligible part-time employees.

The Executive Summary forwarded to the Board states that Virginia Code §§ 15.2-1508 and 15.2-1605.1 authorize the Board of Supervisors to provide for payment of monetary bonuses at any time during the fiscal year, through the adoption of an ordinance.

The Board of Supervisors did not provide a salary increase in the FY 25 Adopted Budget. However, the FY25 adopted budget included funding in a Salary & Benefits Reserve for consideration of a potential one-time payment. To help offset rising healthcare costs and other cost-of-living impacts, a one-time payment is being recommended for covered benefits-eligible staff who are employed prior to January 1, 2025, and prorated amounts for covered part-time staff equal to the full time equivalent for their position.

The proposed ordinance would utilize approximately \$1.0 million of the Salary and Benefits Reserve funding included in the FY 25 budget.

Staff recommends that the Board adopt the proposed ordinance (Attachment A) following the public hearing.

Ms. Jessica Rice, Director of Human Resources, said that this public hearing was to consider adopting an ordinance approving a one-time monetary bonus to cover benefit-eligible County employees and employees of other partner agencies as listed in the draft ordinance. She said that following the approval of phase two of their comprehensive and class study in January 2023, the Board of Supervisors did not include a base salary increase in the FY25 adopted budget.

Ms. Rice said that the FY25 adopted budget did include funding in a salary and benefits reserve for County employees, which is intended to support a potential one-time payment for staff at some point during FY25. She said that the request tonight was to utilize these funds to provide a one-time bonus for staff to offset rising healthcare costs, childcare, and other economic impacts.

Ms. Rice said that as outlined in the draft ordinance, a one-time payment of \$1,000 was recommended for full-time covered benefits-eligible staff who were employed prior to January 1, 2025, and prorated amounts for covered eligible part-time staff in accordance with their designated FTE (Full Time Employee) assignments. She said that this recommendation aligns with the County's Strategic Plan Goal 6, Workforce Stabilization and Customer Service, which aims to recruit and retain engaged public servants who provide quality government services to advance their mission.

Mr. Pruitt asked which employees would not be covered under this request.

Ms. Rice said that the uncovered employees would essentially be their temporary staff who were ineligible for benefits. She said that also, constitutional officers whose salaries were dictated by the state would not receive the bonuses.

Mr. Gallaway asked when the bonus would be awarded to employees if approved.

Ms. Rice said that they planned to implement it as a mid-year bonus, so staff who were employed and onboarded prior to January 1, 2025, would be eligible as long as they were on the approved list. She said that they would receive the bonus on January 17, 2025, through normal payroll processing.

Mr. Andrews opened the public hearing. Seeing no speakers, he closed the public hearing, and the matter rested with the Board.

Mr. Andrews, hearing no additional comments or questions from the Board, said that they were looking for a motion.

Ms. McKeel **moved** that the Board of Supervisors adopt the proposed Ordinance (Attachment A). Ms. Mallek **seconded** the motion.

Roll was called and the motion carried by the following recorded vote:

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

ORDINANCE NO. 24-A(5)

AN ORDINANCE TO AUTHORIZE THE ONE-TIME PAYMENT OF A MONETARY BONUS TO EMPLOYEES OF THE COUNTY OF ALBEMARLE, VIRGINIA

WHEREAS, in recognition of the hard work and dedication of County employees, and given the lack of a base salary increase since January 1, 2024, the Albemarle County Board of Supervisors has determined to grant a one-time monetary bonus to the following classes of employees ("Covered Employees"):

1. All employees who report to the County Executive, the County Attorney, or the Board of Supervisors.
2. Employees of the Charlottesville Albemarle Convention and Visitors Bureau;
3. Employees of the General Registrar, excluding the General Registrar;
4. Employees of the Albemarle County/Charlottesville Virginia Cooperative Extension. This does not include state employees;
5. Employees of the courts of Albemarle County. This does not include state employees; and
6. Employees of local constitutional officers, excluding the constitutional officers, themselves; and

WHEREAS, the Board is authorized by Virginia Code §§ 15.2-1508 and 15.2-1605.1 to provide for payment of monetary bonuses; and

WHEREAS, approximately \$1.0 million was previously appropriated to the Salary and Benefits Reserve during the FY25 budget adoption for midyear employee compensation considerations.

NOW, THEREFORE, BE IT ORDAINED that, pursuant to the authority in Virginia Code §§ 15.2-1508 and 15.2-1605.1, the Albemarle County Board of Supervisors hereby authorizes the one-time payment of a monetary bonus as follows:

1. A one-time payment of \$1,000 to all benefits-eligible Covered Employees who:
 - A. have a start date before January 1, 2025;
 - B. are an active employee as of January 10, 2025; and
 - C. fill a total full time equivalent 1.0.
2. A one-time payment prorated equal to the allocated full-time equivalent of the position to all benefits-eligible Covered Employees who:
 - A. have a start date before January 1, 2025;
 - B. are an active employee as of January 10, 2025; and
 - C. fill a total full time equivalent of less than 1.0.

Agenda Item No. 20. **Public Hearing: ZMA202300001 1193 Seminole Trail.**

PROJECT: ZMA202300001 1193 Seminole Trail

MAGISTERIAL DISTRICT: Rio

TAX MAP/PARCEL(S): 061W0-02-0A-00200

LOCATION: 1193 Seminole Trail, Charlottesville, VA 22901

PROPOSAL: Rezone one 3.23 acre parcel for a mixed-use development including residential and non-residential uses

PETITION: Rezone a total of approximately 3.23 acres from C1 Commercial which allows retail sales and service; residential by special use permit (15 units/ acre), to the NMD Neighborhood Model District, which allows residential (3 – 34 units/acre) mixed with commercial, service and industrial uses. Proposal calls for a maximum of 165 residential dwelling units at a gross density of 51 units/acre. Non-residential uses are also proposed and would measure between 4,000 - 10,000 total sq.ft.

OVERLAY DISTRICT(S): AIA - Airport Impact Area, EC - Entrance Corridor

ENTRANCE CORRIDOR (EC): Yes

PROFFERS: No

COMPREHENSIVE PLAN: Neighborhood Service Center – commercial, retail, and employment uses with supporting residential (3-20 units/acre); Urban Mixed Use (in areas around Centers) – commercial and retail uses that are not accommodated in Centers and residential (3 – 34 units/ acre); Urban Density Residential – residential (6.01 – 34 units/ acre); supporting uses such as religious institutions, schools, commercial, office and service uses in Neighborhood 2 of the Places29 Master Plan.

The Executive Summary forwarded to the Board states that at its meeting on July 23, 2024, the Planning Commission (PC) voted 6:0 (Firehock absent) to recommend approval of ZMA202300001 for the reasons listed in the staff report. The PC's staff report, action memo, and minutes are attached (Attachments A, B, and C). Please be aware that the PC staff report has been revised to correct typographical errors in the original version (all revisions are highlighted in yellow).

During the public hearing on July 23, 2024, the PC did not vote on the special exception request (Attachment A6) to waive the requirement for including two or more housing types in the project, as the Zoning Ordinance grants the Board of Supervisors the authority to act on such requests. As stated in the PC staff report, staff recommends approval of SE202300005 to waive the requirement of County Code § 18-20A.8(a).

Staff recommends that the Board adopt the attached Ordinance to approve ZMA202300001 1193 Seminole Trail (Attachment D) and the attached Resolution to Approve SE202300005 (Attachment E).

Ms. Valerie Long, Williams Mullen, said that she was representing the applicant and owner of the property. She apologized for the short notice, but the applicant was requesting a deferral in order to update the application to meet some of the requests of the Planning Commission. She said that they were hopeful this would result in a more favorable application to be considered by the Commission and the Board. She said that they hoped to return by next month, but they were not requesting a specific date at

this time.

Mr. Andrews asked if this deferral would require a second hearing before the Planning Commission.

Mr. Andy Herrick, Interim County Attorney, said that the Planning Commission had already acted on this, so it could be brought directly back to the Board if it was deferred.

Mr. Pruitt asked if the Board had any time constraint in hearing this application.

Mr. Herrick said that since the request for deferral was made by the applicant, it tolled the timeline the County had to review it.

Mr. Andrews said that he was looking for a motion to defer.

Mr. Gallaway **moved** that the Board of Supervisors grant the deferral request for ZMA202300001 1193 Seminole Trail.

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

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

Agenda Item No. 21. **Public Hearing: Solar Power Purchase Agreement (PPA) Lease at 5th Street County Office Building.** To receive public comment on a proposed Solar Power Purchase Agreement (PPA) lease of the roof of the 5th Street County Office Building, located on Parcels 07600-00-00-054N1, 07600-00-00-054P0, 07600-00-00-054P1, and 07600-00-00-054Z0, at 1600 Fifth Street and 460 Stagecoach Road.

The Executive Summary forwarded to the Board states that a solar energy Power Purchase Agreement (PPA) allows a solar development company to lease either a rooftop or land for the installation of a solar energy generation system. Under such an agreement, the system is designed, installed, financed, owned, operated, and maintained by the solar development company for the life of the agreement. Throughout the life of the system, the property owner pays the solar development company for the energy, just as an owner would pay for energy from electric utilities. In addition to a lack of up-front costs, a primary benefit of a PPA is the predictability of energy costs from the system. The owner can design the rate of increase over the PPA term, and that price (and its increases) are fixed by the agreement. At the end of the agreement's term, many PPA's specify that the owner may either request that the developer remove the system or purchase the system at an amortized rate.

In the fall of 2023, staff began pursuing options to install a solar photovoltaic system on the roof of the 5th Street County Office Building (COB-5). Staff consulted with six solar developers to learn about project delivery alternatives. County staff also consulted staff of the Albemarle County Public Schools, which has installed solar energy systems on several school roofs via PPA agreements. Based on preliminary estimates, a solar energy generation system at COB-5 could generate as much as 660 kilowatts of electricity, from more than 1,500 solar panels. The system would produce an estimated 900,000 kWh of electricity annually, which is approximately half of COB-5's current consumption. The resulting savings would translate to almost 10,000 tons of avoided greenhouse gas emissions over the term of the proposed PPA, or the equivalent of removing 2,159 cars from the road for one year. Additional information regarding the proposed installation is provided as Attachment A.

The proposed Solar PPA Agreement would entail a lease of the roof area where the system would be installed (Attachment B). If the lease were approved, the solar developer would lease only the roof space, while maintaining ownership and maintenance responsibility of the system. This arrangement would allow the County to purchase the solar power from the solar provider's installed system.

There would be no increase in costs to the County's operating or capital budgets. The proposed solar energy generation system is projected to save approximately \$1,247,000 in operational costs over a 30-year period.

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

Mr. Bill Strother, Chief of Facilities and Operations, said that the public hearing tonight pertained to a lease of the roof space on the 5th Street County Office Building (COB-5th). He said that the lease was directly related to a solar PV project that their FES (Facilities and Environmental Services) staff had been working on developing over the last several months. He said that to achieve this project through a power purchase agreement, which they were using to avoid County funds, one of the necessary elements was a lease of the roof space for COB-5th.

Mr. Strother said that he would now turn this over to Jamie Powers, their Climate Protection Project Manager. He said that Mr. Powers had been instrumental in developing this project with the solar

provider, developing the system, and establishing the process. He said that Mr. Powers would provide an explanation of how the system worked and the process, and then they would discuss the lease further.

Mr. Jamie Powers, Climate Action Project Manager, said that he was pleased to share more context and details about this project with the Board tonight. He said that as they were aware, the Board had adopted the Climate Action Plan (CAP) in 2020, which included several relevant strategies from various chapters. He said that he would not delve into each one in detail, but the main one was B7, focusing on investments in renewable energy, particularly at local government buildings.

Mr. Powers said that for context, the CAP also called for staff to conduct greenhouse gas emission inventories for the community of Albemarle beyond the County government on a biannual basis. He said that the program had actually completed this task annually from 2018 through 2022, as shown in the provided graph.

Mr. Powers said that although their process relied on federal data sources, they were typically a couple of years behind due to the delay in receiving necessary data. He said that, however, this gave them an overall sense of the trends they had observed over the past several years. He said that given the Board's targets of reducing emissions by 45% by 2030 and achieving net-zero emissions by 2050, they had significant work ahead of them.

Mr. Powers said that this project was a great example of the County leading by example and demonstrating what was possible to the community. He said that the format this project was taking was a power purchase agreement, which meant that they had a solar developer, SunTribe Solar, whom they would lease the roof space to, allowing them to install the solar energy generation facility. He said that the developer would own and maintain the system, including any repairs or replacements that may be necessary.

Mr. Powers said that this arrangement would be in place for the entire 30-year term of the agreement. He said that the County would purchase the solar power from SunTribe just as they would from another utility. He said that the arrangement was designed to provide a financial benefit to the County, with no initial investment or down payment required. He said that over the course of the 30-year term, they expected to save a significant amount of money due to the agreed-upon pricing.

Mr. Powers said that in terms of impact, this project would enable them to meet approximately half of the County office building's energy needs over the 30-year period, aligning with their CAP strategies for B7 and R3. He said that to provide context for their emissions reduction goals, the 10,000 tons of carbon dioxide over the 30-year period was equivalent to removing over 2,000 cars from County roads for one year. He said that additionally, over the 30-year period, they expected to save \$1.2 million through cost savings.

Mr. Powers said that the graph in front of them illustrated the expected market rate over the 30 years, including the green and blue areas. He said that the green area represented the costs they anticipated, while the blue area represented the difference between the market rate and their expected costs. He said that this was a hypothetical scenario, and actual figures would be provided to support the expected cost savings. He said that he also had a visual that showed the potential areas for solar panels on the roof of the facility.

Mr. Powers said that there remained some technical aspects to be addressed in order to ensure all of the spaces were appropriate for panels, but as a public facing facility, it was a great opportunity for public engagement. He said that this aligned with strategy B4 from the CAP, which aimed to incorporate signage and educational events to promote the importance of solar energy and staff understanding of their role in climate action. He said that Mr. Strother would conclude the presentation.

Mr. Strother said that to summarize, the proposed agreement was a 30-year lease for the roof space of COB-5th. He said that the provider would have prearranged access to the space and would be responsible for the PV system, including maintenance and any damages to the roof directly related to the system. He said that they would also be responsible for the system's inverters and solar panels. He said that the lease agreement included options for the County to purchase the system at fair market value at seven-year, 15-year, and at the end of the 30-year lease agreement.

Mr. Strother noted that the roof likely would need to be replaced in 30 years, and the provider had the option to remove the system at no cost to the County, at which time the County could replace the roof and potentially get into a new PPA (Power Purchase Agreement) for a new and more efficient system.

Mr. Strother said that staff had analyzed energy usage data from COB-5th over the last 12 months and estimated that this system would provide approximately 58% of the energy usage as renewable versus off-grid. He said that based on this, staff recommended that the Board adopt the resolution to authorize the County Executive to sign a proposed lease agreement in support of the power purchase agreement.

Ms. McKeel said that this process was very similar to how the County schools installed solar panels on their rooftops.

Mr. Strother said yes, it was very similar. He said that the Schools went through a power purchase agreement as well, which allowed them to install PV systems on many of their schools without incurring any initial costs. He said that as a result, they still benefited from using the renewable energy at

those sites.

Ms. McKeel said that she was very supportive of the request. She asked what happened to the solar panels if they were subjected to hailstorms.

Mr. Strother said that the panels were designed to withstand a specific amount of hail and a particular size. He said that they were quite resilient. He said that he would not claim that they had a severe hailstorm with baseball or softball-sized hail, as that would likely cause significant damage to the panels. He said that general hail and heavy sleet that they typically experienced were generally not a concern for the panels, which could withstand those conditions without substantial damage. He said that there may be exceptions, and the panels under the power purchase agreement would be the responsibility of the solar provider to repair or replace if damaged.

Ms. McKeel clarified that the agreement stipulated that the provider would replace the panels if damaged.

Mr. Strother confirmed that was correct.

Mr. Powers added that it was in the interest of the solar developer to keep as many solar panels operational as possible, as this was how they generated the energy for which they received payment. He said that secondly, there was no substance that leaked out of the panels. He said that they had heard about that piece of misinformation a lot, so he would like to clarify that in the case a panel was struck by something like a hailstone, there would be nothing leaking out of a damaged panel.

Mr. Pruitt asked why the County could not replicate this model by making their own initial capital investments and capturing state or federal tax credits as a County.

Mr. Powers said that currently, there were no budgeted funds for such a move. He said that purchasing the system themselves would indeed be a long-term cost savings compared to the PPA option. He said that given the situation and their desire to move forward with the project, this seemed like the most viable option. He said that the PPA partner was eligible for federal tax credits, as well as the ability to trade renewable energy credits generated through the project.

Mr. Pruitt said that this answered his question. He said that he was interested in the size of the delta, particularly as they prepared for another budget season. He said that if they planned to continue this at other County properties, while there may not be as much large roof space available as they had at COB-5th, he wondered whether or not the delta was large enough to be worth considering. He said that his characterization of it made him think it may not be a viable option for a government like theirs, which would have to balance losses and profits over a 30-year period. He said that it may work for private companies, but not for governments delivering services.

Ms. LaPisto-Kirtley asked if the gray roofed building in the provided aerial image was also owned by the County.

Mr. Strother said that the gray area was actually a domed metal roof covering the upper floor, where Fire and Rescue and the Virginia Co-op were located. He said that this placement was not ideal for solar panels. He said that two years ago, when they replaced the roof at COB-5th, they designed it to be solar-ready, using a thicker membrane and conducting a load analysis to identify the most suitable areas for the panels. He said that the back area was a parking lot, and they also took steps to keep the panels away from the center of this area, as the tower was located there. He said that this was done to prevent ice from forming and to minimize potential issues.

Ms. Mallek said that she was aware that the EPA (Environmental Protection Agency) was currently undertaking a rulemaking process regarding solar panels as solid waste and their management. She said that her question was whether there were plans to require proper disposal of solar panels at the time of decommissioning, in accordance with the current federal regulations. She said that she was concerned about the potential environmental impact, particularly with regards to cadmium and other hazardous materials that needed to be handled and disposed of correctly.

Mr. Strother said that he was unsure but could share all of the relevant content of the agreement. He said that he would like to assume that they would process the rare minerals and materials in the panels; recycling those materials would be more beneficial than otherwise disposing them.

Ms. Mallek said that her real question was whether those materials were identified as recyclable. She said that she would appreciate any information that could be given regarding this process.

Mr. Andrews said that he was unsure of the exact materials used in these solar panels, but he believed they should make sure they were completely aware of their composition. He asked if the renewable energy credits would be earned through standard net metering, where they produce a certain amount of power, which was then fed into the grid, and they would purchase whatever power and earn credits for the amounts purchased.

Mr. Powers said that was correct.

Mr. Pruitt said that based on his understanding, certain regulated energy monopolies had historically had some resistance to the widespread adoption of rooftop solar, as it presented a challenge

to their business model. He said that there were regulations governing the buyback to the grid, or sellback to the grid process, which could make it more difficult to scale and become profitable. He said that this impact was not clear, and he wondered if it affected the rates that SunTribe was charging them for this project.

Mr. Powers said that his understanding was that this project was small enough to avoid the issue they typically encountered with projects between this scale and utility-scale, such as community and shared solar projects. He said that it was the latter type of project where they usually ran into difficulties, as it was challenging to overcome these issues. He said that therefore, he believed that this project should not be impacted by such difficulties.

Mr. Andrews opened the public hearing. Seeing no speakers, he closed the public hearing and the matter rested with the Board.

Mr. Andrews, hearing no additional comments or questions from the Board, said that they were ready for a motion.

Ms. McKeel **moved** the Board of Supervisors adopt the attached Resolution (Attachment C) to authorize the County Executive to sign a proposed lease agreement. Ms. Mallek **seconded** the motion.

Roll was called and the motion carried by the following recorded vote:

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

**RESOLUTION TO LEASE SPACE TO
APPROVE THE SOLAR POWER PURCHASE AGREEMENT LEASE**

WHEREAS, the Board finds that it is in the best interest of the County to enter into a Solar Power Purchase Agreement (PPA) lease of areas on the 5th Street County Office Building roof;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Albemarle, Virginia, hereby authorizes the County Executive to execute a Solar Power Purchase Agreement (PPA) lease of areas on the 5th Street County Office Building roof, along with any necessary related documents, once approved by the County Attorney as to form and substance.

DEED OF LEASE AGREEMENT

PROJECT SITE: COUNTY OFFICE BUILDING – 5TH STREET

BY AND BETWEEN

**COUNTY OF ALBEMARLE, VIRGINIA
("LESSOR")**

AND

**SUN TRIBE SOLAR, LLC
("LESSEE")**

DEED OF LEASE AGREEMENT

THIS DEED OF LEASE AGREEMENT (this "*Lease*") dated as of February 1st, 2025 (the "*Effective Date*"), is made by and between **COUNTY OF ALBEMARLE, VIRGINIA** ("*Lessor*"), and **SUN TRIBE SOLAR, LLC**, a Virginia limited liability company ("*Lessee*"). Lessor and Lessee may each be referred to herein as the "*Party*", or collectively as the "*Parties*", as the usage of such term may require.

RECITALS

WHEREAS, Lessor is the owner of that certain real property specified on Exhibit A attached hereto and located at the address specified on Exhibit A attached hereto (the "*Project Site*");

WHEREAS, the Project Site includes an estimated 112,077 square feet of rooftop as more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference (the "*Demised Premises*");

WHEREAS, pursuant to that certain Solar Power Purchase Agreement by and between Lessor and Lessee dated as of the date specified on Exhibit A attached hereto (as amended, modified, or supplemented from time to time, the "*PPA*"), Lessor has selected and engaged Lessee to design, install, own, operate, and finance a grid connected solar photovoltaic energy system on the Demised Premises, as more particularly described in the PPA (the "*System*") and to sell the Output produced by such System to Lessor, all in accordance with the terms of the PPA;

WHEREAS, in connection with the foregoing, Lessee desires that Lessor lease, and Lessor desires to lease to Lessee, the Demised Premises, all in accordance with the terms and conditions set forth herein; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the PPA.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

1. Lease of Demised Premises; Additional Property Rights.

(a) Demised Premises. Lessor hereby leases to Lessee, in accordance with the terms and conditions set forth herein, the Demised Premises for the installation, operation, maintenance, repair and, if necessary, replacement and decommissioning of the System, including, without limitation, solar panels, solar canopy structures, electrical power inverters, interconnection equipment, electrical wiring, underground conduit, collection lines, wire management systems, charging stations, electric meters, metering, switch cabinets, power distribution boxes, and racking systems.

(b) Lessee's Ancillary Rights. In connection with Lessor's leasing the Demised Premises to Lessee, Lessor hereby grants to Lessee, for a period co-terminus with this Lease, the non-exclusive right to use portions of access drives, parking lots, and other areas of the Project Site as shown on Exhibit B attached hereto and incorporated herein by this reference ("Facility Access"). Lessor may change the Facility Access at any time with reasonable prior Notice to Lessee, provided adequate access to the Demised Premises and adequate space for use of the Facility Access for the purposes set forth herein is available at all times during the Term (as hereinafter defined). The Facility Access is provided for the purpose of accessing the Demised Premises for installation, operation, maintenance, repair (including replacement, if necessary) and decommissioning of the System and to locate any auxiliary equipment necessary to install, operate, maintain or repair the System on the Demised Premises and for the purposes of interconnecting the System with the Project Site's mechanical and electrical systems as agreed by Lessor and Lessee in accordance with the PPA. For avoidance of doubt, Lessor acknowledges and agrees that Lessee may use portions of the Facility Access to be mutually agreed upon by the Parties as a staging area during the periods that Lessee is undertaking the installation and decommissioning of the System or any major repairs to the System. Lessee shall not install any improvements within the Facility Access that would prevent access to or prevent use of the Project Site, or prevent any holders of easements across the Project Site or any governmental or public utility personnel (e.g., fire, police, public utility providers, etc.) or other similar parties from exercising their rights with respect to the Project Site. Furthermore, Lessee shall utilize the Facility Access in a manner as to not unreasonably interfere with the use of the Project Site by Lessor.

(c) Signage. Lessee shall not place any signage on or at the Project Site (other than as required by Applicable Law) unless approved in advance in writing by Lessor. Notwithstanding the foregoing, Lessee may, without the prior approval of Lessor, place signage on or at the Project Site identifying the existence of the System and any required safety notices relating thereto.

2. Term.

(a) Term. The term of this Lease shall commence on the Effective Date and shall terminate as provided in Section 2.1 of the PPA (the "Term").

(b) Termination. Notwithstanding anything contained herein to the contrary, this Lease shall automatically terminate if the PPA is terminated for any reason whatsoever.

(c) Access After Termination. Notwithstanding the foregoing, upon the expiration or earlier termination of this Lease (unless Lessor has executed its option to purchase the System in accordance with Section 7.4 of the PPA), Lessee shall have the right to access the Demised Premises for the purpose of decommissioning and removing the System in accordance with Section 8.1 of the PPA, which work shall be completed within sixty (60) days after the expiration of this Lease or within one hundred twenty (120) days after any earlier termination of this Lease, as applicable. The provisions of this Section 2(c) will survive the expiration or termination of this Lease.

3. Utilities. During the Term, Lessor shall have no obligation to provide any utilities to Lessee for Lessee's use in connection with the installation, operation, maintenance and repair of the System on the Demised Premises. To the extent that, during the Term, Lessee requires any utilities in connection with the installation, operation, maintenance and repair of the System on the Demised Premises, Lessee further acknowledges and agrees that Lessee shall be responsible, at its sole cost and expense, for providing or obtaining such utilities and that Lessee's inability to provide or obtain any such utilities shall not relieve Lessee from the performance of Lessee's obligations under this Lease or the PPA.

4. Annual Rent. Commencing on the Actual Commercial Operation Date and continuing thereafter for the remainder of the Term, Lessee shall pay to Lessor annual rent for the Demised Premises in the amount of One and No/100 Dollars (\$1.00) per year ("Annual Rent"). The Annual Rent for the first year of the Term shall be due and payable by Lessee to Lessor within ten (10) Business Days of the Actual Commercial Operation Date, and Annual Rent for each succeeding year of the Term shall be due and payable by Lessee to Lessor, without notice or demand, on or before each anniversary of the Actual Commercial Operation Date during the Term. The Annual Rent shall be payable by Lessee to Lessor at the address for the Lessor set forth in the PPA or at such other address as shall be designated in writing by Lessor. At Lessee's option, Lessee may elect to prepay the Annual Rent for the entire Term.

5. System Installation. The System shall be installed in accordance with Section 5 of the PPA.

6. Liens. To the extent permitted by Applicable Law, all of Lessee's contracts with Subcontractors shall provide that no Lien shall attach to or be claimed against the Demised Premises or any interest therein by Lessee or its Subcontractors as a result of supplying goods or services pertaining to the Demised Premises, and Lessee shall use reasonable efforts to cause all subcontracts let thereunder to contain the same provision.

Lessee shall indemnify and hold Lessor, the Board and Lessor's agents, officers, subcontractors, employees, invitees, and contractors harmless from, and defend against (with legal counsel reasonably acceptable to Lessor) all Losses of every kind, nature, and description which may arise out of or in any way be connected with such work, except for any Losses resulting from the gross negligence or willful actions of Lessor or Lessor's agents, officers, subcontractors, employees, invitees, and contractors. Lessee shall not permit the Demised Premises to become subject to any mechanics', laborers', or materialmen's lien on account of labor, material, or services furnished to Lessee or claimed to have been furnished to Lessee (either directly or through Subcontractors) in connection with work of any character performed or claimed to have been performed for the Demised Premises by, or at the direction or sufferance of Lessee, and if any such Liens are filed against the Demised Premises, Lessee shall promptly and at its cost and expense discharge the same following Lessee's receipt of written notice of such filing; provided, however, that Lessee shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Lessee shall give to Lessor, within fifteen (15) Business Days after demand, such security as may be reasonably satisfactory to Lessor to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of Lessor's interest in the Demised Premises by reason of non-payment thereof; provided, further, that on

final determination of the Lien or claim for Lien, Lessee shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Lessee fails to post such security or does not diligently contest such lien, Lessor may, without investigation of the validity of the lien claim, after ten (10) Days' Notice to Lessee, discharge such Lien and Lessee shall reimburse Lessor upon demand for all costs and expenses incurred in connection therewith, which expenses shall include any reasonable attorneys' fees and any and all other costs associated therewith, including litigation through all trial and appellate levels and any costs in posting bond to effect a discharge or release of the lien.

Nothing contained in this Lease shall be construed as a consent on the part of Lessor to subject the Demised Premises to liability under any lien law now or hereafter existing.

7. System Operation. Ownership. Use, and Removal.

(a) Operation, Maintenance, and Removal of System. Lessee shall operate, maintain, repair, decommission, and remove the System in accordance with Section 6 of the PPA and in accordance with all Applicable Laws and in such a manner as will not unreasonably interfere with Lessor's or, if there are any other occupants of the Project Site, such occupants' operation or maintenance of the Project Site.

(b) Ownership of System. Lessor acknowledges and agrees that (i) notwithstanding that the System may be a fixture under Applicable Laws, as between the Parties, the System shall be deemed to be personal property, and (ii) Lessee is the exclusive owner and operator of the System. In furtherance of the foregoing, Lessor hereby expressly waives all statutory and common law liens or claims that it might otherwise have in or to the System or any portion thereof and agrees not to distrain or levy upon the System or assert any lien, right of distraint or other claim against the System.

(c) Ownership of Energy Output. Lessor acknowledges and agrees that, subject to the terms of the PPA, Lessee is the sole and exclusive owner of all electricity generated by the operation of the System.

(d) Use of Demised Premises. Lessee shall use the Demised Premises solely for the installation, operation, maintenance, repair and decommissioning of the System, but for no other uses. In connection therewith, Lessor acknowledges and agrees that, during the Term, Lessor shall not use the Project Site in a manner that would interfere with the installation, operation, maintenance, repair and decommissioning of the System or materially and adversely affect the System's exposure to sunlight.

8. Access to Demised Premises.

Subject to the notice and security requirements set forth in Section 9 below, Lessor shall provide Lessee with access to the Demised Premises as reasonably necessary to allow Lessee to perform the Services, including ingress and egress rights across the Project Site within the Facility Access.

Lessor shall at all times have access to and the right to observe the Services, including without limitation, installation of the System, subject to Lessor's compliance with Lessee's reasonable safety and security requirements.

During all activities involving the System or the Demised Premises, including but not limited to installation, maintenance, repairs, decommissioning and removal of the System, Lessor's property manager for the Project Site ("Property Manager") or his/her designee must be present onsite at all times. On or prior to the Effective Date, Lessor shall provide Lessee with name and contact information for the Property Manager and his/her designee and, thereafter, Lessor shall advise Lessee in the event of any changes in such information. Lessee shall coordinate its access to the Demised Premises with the Property Manager or his/her designee in accordance with the terms of this Section 8.

Lessee shall have access to the Demised Premises under the following conditions:

- (i) During normal business hours (Monday through Friday 8:00 a.m. - 5:00 p.m.) for the installation and routine maintenance of the System, provided that Lessee shall give the Property Manager at least seventy-two (72) hours' prior notice of the need for such access.
- (ii) Outside normal business hours and in the event of an emergency, Lessee shall contact the emergency contact specified on Exhibit A

and Lessee shall provide: (a) the name and contact information for the individual(s) responding on the Lessee's behalf, and (b) their estimated time of arrival. Upon arrival to the Demised Premises, Lessee shall again call both emergency contacts to signal arrival. The Property Manager's emergency contact will provide access to the Demised Premises upon the Lessee's arrival. If the Property Manager or his/her emergency contact fails to provide Lessee with access to the Demised Premises upon Lessee's arrival to address such emergency and the System is damaged or destroyed as a result of such delay to the extent that Lessee is unable to satisfy its obligation under the PPA to sell and deliver to Lessor the Output generated by the System, Lessee shall be relieved of such obligation until such time as the System is repaired and operational. Furthermore, Lessee shall not be liable for any damage or destruction to any property resulting from the Property Manager or his/her emergency contact's failure to provide timely access to the Demised Premises.

All of Lessee's employees, contractors, or agents must park their vehicles in the areas designated by Lessor.

9. Identification, Security, and Access Requirements.

(a) Identification. All of Lessee's employees and Subcontractors shall display Lessor-issued identification badges above the waist at all times that such individuals are on the Project Site. Any employee, contractor, or Subcontractor of Lessee who arrives at the Project Site without required identification will be dismissed from the Project Site. All such employees,

contractors, and Subcontractors must pass to the satisfaction of Lessor a criminal background check. Notwithstanding the foregoing, Lessor disclaims any liability with respect to the accuracy or completeness of the criminal background check. Lessee shall be solely responsible for all costs associated with such identification badges and criminal background checks.

(b) Inspection. All supplies, materials, and equipment for use at the Project Site are subject to security inspection by Lessor.

(c) Additional Security and Access Requirements. Lessee shall, and shall cause all of its Subcontractors to, at all times comply with the identification, security, and other access requirements set forth on Exhibit C attached hereto.

(d) Amendments to Security and Access Procedures. Lessor reserves the right to amend and/or update its security and access requirements or procedures relative to the Project Site, including Exhibit C, from time to time upon at least three (3) Business Days' Notice to Lessee.

10. Insurance. Lessee covenants and agrees, from and after the Effective Date, to carry and maintain, at its sole cost and expense, the insurance required under Section 9 of the PPA.

11. Taxes. Lessee shall pay, on or before the due date thereof, all personal property taxes, business, and license taxes and fees, service payments in lieu of such taxes or fees, annual and periodic license and use fees, excises, assessments, bonds, levies, fees, and charges of any kind which are assessed, levied, charged, confirmed, or imposed by any Governmental Authority due to Lessee's occupancy and use of the Demised Premises (or any portion or component thereof) or the ownership and use of the System thereon, including but not limited to any real property taxes and assessments attributable to the System improvements on the Project Site. Notwithstanding the foregoing, however, Lessee shall have the right to contest such taxes and/or fees in accordance with the applicable procedures of the Governmental Authority imposing such taxes and/or fees.

12. Indemnification.

(a) Indemnification. Lessee shall indemnify, defend, and hold harmless Purchaser Indemnified Parties from and against any liability for violations or alleged violation of any Applicable Law and Losses (including claims for property damage and claims for injury to or death of persons, including any claim or amounts recovered under "workers compensation laws" or any other Applicable Laws) arising in connection with, or out of, or resulting from (i) the negligent acts or omissions or willful misconduct of Lessee, its agents, officers, directors, employees, Subcontractors, or contractors; or (ii) the breach by Lessee of any of its obligations under this Lease. The obligation to indemnify shall extend to and encompass all costs incurred by Lessor and any Lessor Indemnitee in defending such claims, demands, lawsuits, or actions, including, but not limited to, reasonable attorneys' fees, witness and expert witness fees, and any other litigation related expenses. Notwithstanding the foregoing, Lessee shall not be required to defend or indemnify Purchaser Indemnified Parties for a Loss to the extent any such Loss results

from the negligence or willful misconduct of a Purchaser Indemnified Party or to the extent any such Loss involves any damage or destruction to property for which Lessee is released from liability pursuant to the terms of Section 8 above. The provisions of this Section 12(a) will survive the expiration or termination of this Lease.

(b) Exclusion of Certain Damages. EXCEPT FOR LIABILITY IN RESPECT OF (A) LESSEE'S INTENTIONAL OR WILLFUL MISCONDUCT OR FRAUD OR (B) CLAIMS FOR BODILY INJURY, INCLUDING DEATH AND DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY RESULTING FROM THE NEGLIGENCE OF LESSEE OR ANY AGENT OR EMPLOYEE OF LESSEE, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY, IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY), FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST TAX BENEFITS, OR ENERGY CREDITS, OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

13. Lessee Default.

The occurrence of any one or more of the following shall constitute an event of default of Lessee (a "Lessee Default"):

- (i) The failure of Lessee to pay the Annual Rent or other sums due hereunder that is not cured within ten (10) Business Days after Notice thereof to Lessee;
- (ii) Any representation or warranty of Lessee hereunder provides to be false or misleading in any material respect;
- (iii) The inability, failure, or refusal of Lessee to perform timely any material obligations under this Lease, unless such failure or refusal is caused by a Force Majeure Event, a Lessor Default or Purchaser Event of Default; provided, however, such failure continues for thirty (30) Days after Lessor shall have given Notice demanding that such failure to perform be cured (or if such failure cannot reasonably be cured within such 30 Day period, Lessee shall not be in default hereunder if Lessee commences efforts to cure such failure within such 30 Day period and, thereafter, diligently pursues those efforts to completion); or
- (iv) A Seller Event of Default under Section 12 of the PPA, which default continues beyond any applicable notice and cure period contained in the PPA.

Upon the occurrence of a Lessee Default, Lessor shall have the following rights: (i) to terminate this Lease by Notice to Lessee, and (ii) to pursue any other remedy under the PPA or now or hereafter existing at law or in equity. No termination of this Lease resulting from a Lessee Default shall relieve Lessee of its liability and obligations under this Lease, and such

liability and obligations shall survive any such termination.

14. Lessor Default.

The occurrence of the following shall constitute an event of default of Lessor (a "Lessor Default"):

(i) The failure of Lessor to perform any material obligations under this Lease, unless such failure is caused by a Force Majeure Event, a Lessee Default or Seller Event of Default; provided, however, such failure continues for thirty (30) Days after Lessee shall have given Notice demanding that such failure to perform to be cured (or if such failure cannot reasonably be cured within such 30 Day period, Lessor shall not be in default hereunder if Lessor commences efforts to cure such failure within such 30 Day period and, thereafter, diligently pursues those efforts to completion); or

(ii) A Purchaser Event of Default under Section 12 of the PPA, which default continues beyond any applicable notice and cure period contained in the PPA.

Upon the occurrence of a Lessor Default, Lessee may pursue any remedies it may have under the terms of Section 12 of the PPA.

15. Fee Mortgages. To the extent there any mortgages, deeds of trust, or other indentures encumbering the Project Site as of the Effective Date (each, a "Fee Mortgage"), Lessor shall, on or before the Effective Date, obtain from the holder of each such Fee Mortgage a non-disturbance and attornment agreement, in a form acceptable to Lessee (each, an "SNDA"), pursuant to which the holder of each such Fee Mortgage shall agree that, upon it or its successors and assigns obtaining title to the Project Site (whether through a foreclosure proceeding or through acceptance of a deed in lieu of foreclosure) following an event of default by the Lessor under such Fee Mortgage, the holder of such Fee Mortgage or the purchaser of the Project Site at any foreclosure proceeding shall continue to recognize Lessee's leasehold interest in the Demised Premises for the balance of the term of this Lease, so long as Lessee is not then in default hereunder beyond any applicable notice and cure periods provided for herein. Promptly following the Effective Date, each SNDA shall be recorded in the Clerk's Office at Lessee's sole cost and expense, and, within ten (10) Business Days of Lessee's receipt of a written statement from Lessor setting forth all out-of-pocket costs incurred by Lessor in obtaining each such SNDA, together with such supporting documentation as Lessee may reasonably require, Lessee shall reimburse Lessor for such costs.

16. Casualty. Notwithstanding anything to the contrary contained herein, in the event of a casualty or condemnation to all or any portion of the Project Site, Lessor shall have no duty or liability to Lessee to restore the Project Site. If Lessor elects not to restore the Project Site, it shall give Lessee Notice of such election within thirty (30) Days after the occurrence of such casualty or condemnation, and, upon its receipt of such Notice, Lessee may, at its option, elect to terminate this Lease upon Notice to Lessor. Lessor shall be entitled to receive the entire award paid by the condemning authority for the Project Site, without deduction therefrom for any estate vested in Lessee by this Lease, and Lessee shall receive no part of such award (provided,

however, Lessee shall receive any award attributable to the System).

17. Miscellaneous.

(a) Governing Law. The law of the Commonwealth of Virginia shall govern the validity, interpretation, construction, and performance of this Lease, including the Parties' obligation under this Lease, the performance due from each Party under it and the remedies available to each Party for breach of it. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the State that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply.

(b) Assignment. Lessee shall not have the right to assign this Lease, or any of its rights, duties, or obligations hereunder, except in accordance with Section 14.2 of the PPA.

(c) Authority of Purchasing Agent. Lessee acknowledges and agrees that [Purchaser's purchasing agent] or his or her duly authorized representative or agent has the sole responsibility and authority to execute this Lease and any amendment or modification hereto on behalf of Lessor. Any execution, amendment, or modification of this Lease by a Person other than the Lessor or his or her duly authorized representative or agent shall be null and void and of no force and effect.

(d) Dispute Resolution.

(i) Compliance with Statutory Requirements. Lessee shall not institute any legal action under this Lease until all applicable statutory requirements have been met.

(ii) Venue. Any and all Disputes arising out of or in connection with this Lease or any performance hereunder, shall be brought in the Circuit Court of Albemarle County, Virginia.

(e) Due Authorization. Each Party represents and warrants to the other Party that it (i) has been duly authorized to enter into this Lease by all necessary action, and (ii) the execution and delivery of this Lease and the performance by such Party of its obligations hereunder will not result in a default under any agreement to which it is a party.

(f) Notices. Notices shall be given in accordance with Section 14.6 of the PPA.

(g) Successors and Permitted Assignees. This Lease is binding on and inures to the benefit of successors and permitted assignees.

(h) Survivability. Any term, condition, covenant, or obligation that requires performance by a Party subsequent to termination or expiration of this Lease, whether

specifically identified herein or not, shall remain enforceable against such Party subsequent to such termination or expiration.

(i) Negotiated Terms. The Parties agree that the terms and conditions of this Lease are the result of negotiations between the Parties and that this Lease shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Lease.

(j) Further Assurances. Each Party agrees to, and shall use all reasonable efforts to, provide such information, execute, and deliver any instruments and documents and take such action as may be reasonably necessary or reasonably requested by the other Party that are not inconsistent with the provisions of this Lease and which do not involve the assumption of obligations other than those provided for in this Lease in order to give full effect to this Lease and to carry out the intent of this Lease.

(k) Waivers. No delay in exercising or failure to exercise any right or remedy accruing to or in favor of either Party shall impair any such right or remedy or constitute a waiver thereof. Every right and remedy given hereunder or by Applicable Law may be exercised from time-to-time and as often as may be deemed expedient by the Parties. Neither this Lease nor any provision hereof may be changed, modified, amended, or waived except by a written instrument signed by a duly authorized officer of the Party against whom enforcement of such change, modification, amendment, or waiver is sought. If any representation, warranty, or covenant contained in this Lease is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Lease.

(l) Relationship of the Parties. Nothing in this Lease shall be deemed to constitute either Party a partner, agent, employee, or legal representative of the other Party or to create any fiduciary relationship between the Parties. In addition, nothing in this Lease shall be deemed or construed as creating any contractual relationship between any Subcontractor and Lessor. The Parties agree that Lessee shall be fully responsible for the acts and omissions of any Subcontractor.

(m) Entire Agreement. This Lease, the recitals herein, together with the Exhibits attached to this Lease and the PPA, constitutes the entire and complete agreement and commitment of the Parties with respect to this Lease. All prior or contemporaneous understandings, arrangements, negotiations, or commitments, or any or all of the foregoing with respect to this Lease, whether oral or written, have been superseded by this Lease and the PPA.

(n) Amendments. No amendment, modification, or change to this Lease shall be effective unless the same shall be in writing and duly executed by an authorized person of each Party, which, in the case of Lessor, shall be by [Purchaser's purchasing agent] or his or her duly authorized representative or agent, consistent with Section 17(c).

(o) No Third-Party Beneficiaries. Except as otherwise expressly provided herein, this Lease and all rights hereunder are intended for the sole benefit of the Parties hereto,

and the Financing Parties to the extent provided in the PPA or in any other agreement between a Financing Party and Lessee or Lessor, and do not imply or create any rights on the part of, or obligations to, any other Person.

(p) Headings. Captions and headings in this Lease are for convenience of reference only and do not constitute a part of this Lease.

(q) Counterparts and Signatures. This Lease may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. The delivery of an executed counterpart of this Lease by electronic transmission shall be deemed to be valid delivery thereof. Scanned or digital signatures shall be deemed valid as original as related to this Agreement.

(r) Severability. If any provision, portion, or application of this Lease is, for any reason, held to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Lease or such other appropriate actions as shall, to the maximum extent practicable, in light of such determination, implement, and give effect to the intentions of the Parties as reflected herein, and the other terms of this Lease, as so amended, modified, supplemented, or otherwise affected by such action, shall remain in full force and effect.

(s) Liability of Officers and Employees. No member of the Board nor any director, officer, agent, consultant, representative, or employee of either Party shall be charged personally by the other or held contractually liable thereto under any term or provision of this Lease, because of either Party's execution or attempted execution of this Lease or because of any breach or alleged breach thereof: provided, however, that all Persons remain responsible for any of their own criminal actions.

(t) No Conflict of Interest. Lessee shall not enter into any agreements that would conflict with Lessee's performance of its obligations under this Lease, or the other transactions contemplated herein, without receiving prior written authorization from Lessor.

(u) Authorization to Conduct Business in the State. At all times during the Term, Lessee shall be authorized to transact business in the State as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law. Lessee shall not allow its existence to lapse or its certificate of authority or registration to transact business in the State, if so required under Title 13.1 or Title 50 of the Code of Virginia, as amended, to be revoked or cancelled at any time during the Term.

(v) Immigration Reform and Control Act. Lessee represents and warrants to Lessor that it does not, and Lessee covenants that it shall not during the performance of the Lease, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

(w) Estoppel Certificates. Lessor and Lessee shall execute and deliver to each other, within fifteen (15) Business Days after receipt of a written request therefore, a certificate

evidencing whether or not (i) this Lease is in full force and effect; (ii) this Lease has been modified or amended in any respect and describing such modifications or amendments, if any; and (iii) there are any existing defaults thereunder to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any. If either Party shall fail to deliver said certificate within fifteen (15) business days from request therefor it shall be concluded that this Lease is in full force and effect, unmodified and without default.

(x) Remedies Cumulative. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

(y) Attorneys' Fees. Lessee shall bear its own attorneys' fees, costs, and expenses in connection with negotiating and/or reviewing this Lease, including any amendments, and any additional documents relating to the System.

(z) Brokers. Each Party represents and warrants to the other Party that it has not engaged or had any conversations or negotiations with any broker, finder, or other third party concerning the leasing of the Demised Premises to Lessee who would be entitled to any commission or fee based on the execution of this Lease.

(aa) Time is of the Essence. Time is of the essence of this Lease.

(bb) Memorandum. Lessor and Lessee agree that at the request of either, each will execute a short form memorandum, substantially similar to the form in Exhibit D, of this Lease in form satisfactory for recording in the Clerk's Office that shall be recorded on or promptly following the Effective Date at the cost of the Party seeking to record the same. Upon the expiration or earlier termination of this Lease, the Parties shall promptly execute any release or termination that may be required to release such memorandum of record.

(cc) Deed of Lease. The Parties intend for this Lease to be deemed a deed of lease and a conveyance of a leasehold interest real property by a sealed writing pursuant to Virginia Code Sections 55-2 and 11-3.

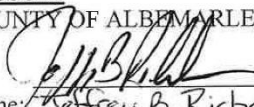
(dd) Lessor Responsibility. Lessor shall have the responsibility to pay Lessee for the actual and reasonable costs and expenses associated with any repairs, damage to, or loss of the System resulting from the acts or omissions of Lessor or any of its officers, employees, agents, or contractors.

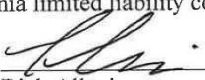
(ee) Quiet Enjoyment. So long as there does not exist a Lessee Default, Lessor agrees that, subject to the terms and conditions of this Lease, Lessee shall have the right to quietly use and enjoy the Demised Premises for the Term, without hinderance or molestation by Lessor or those claiming by, through or under Lessor.

[Signature Page Follows]

PROJECT SITE: COUNTY OFFICE BUILDING – 5TH STREET

IN WITNESS WHEREOF, the Parties have executed this Lease on the day and year first above written.

LESSOR:
COUNTY OF ALBEMARLE, VIRGINIA
By:  (SEAL)
Name: Jeffrey B. Richardson
Title: County Executive

LESSEE:
SUN TRIBE SOLAR, LLC
a Virginia limited liability company
By:  (SEAL)
Name: Rich Allevi
Title: Manager

[Signature Page to Deed of Lease Agreement]

EXHIBIT A

BUILDING; PROJECT SITE;
SURVEY DEPICTING DEMISED PREMISES

SOLAR POWER PURCHASE AGREEMENT DATE: February 1st, 2025

BUILDING NAME (if applicable): County Office Building – 5th Street

PROJECT SITE ADDRESS: 1600 5th Street
Charlottesville, VA 22902

The Property Manager’s primary 24/7 emergency contact:

Name: Bill Strother or his successor-in-office
Phone Number: 434-566-5051

Or, in the event of non-response by the primary contact, the Property Manager’s secondary 24/7 emergency contact:

Name: County On Call
Phone Number: 434-218-1060

LEGAL DESCRIPTION:

All those four (4) certain tracts or parcels of land, situate in Albemarle County, Virginia, consisting in the aggregate of approximately 13.638 acres, more or less, and more particularly shown and designated as Parcel 54P Sheet 76, containing 10.070 acres, more or less; Parcel 54 Sheet 76, containing 2.111 acres, more or less; Parcel 54N1, containing 30,469 square feet, more or less; and Parcel 54Z, containing 32,989 square feet, more or less, all as shown on a plat made by B. Aubrey Huffman & Associates, Ltd., dated October 13, 1995, a copy of which plat is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1498, Page 614.

The foregoing conveyances are made subject to all encumbrances, easements, conditions, restrictions and agreements of record that lawfully apply to the Real Estate and the Right of Way, or any part thereof.

[SURVEY DEPICTING PREMISES ATTACHED]

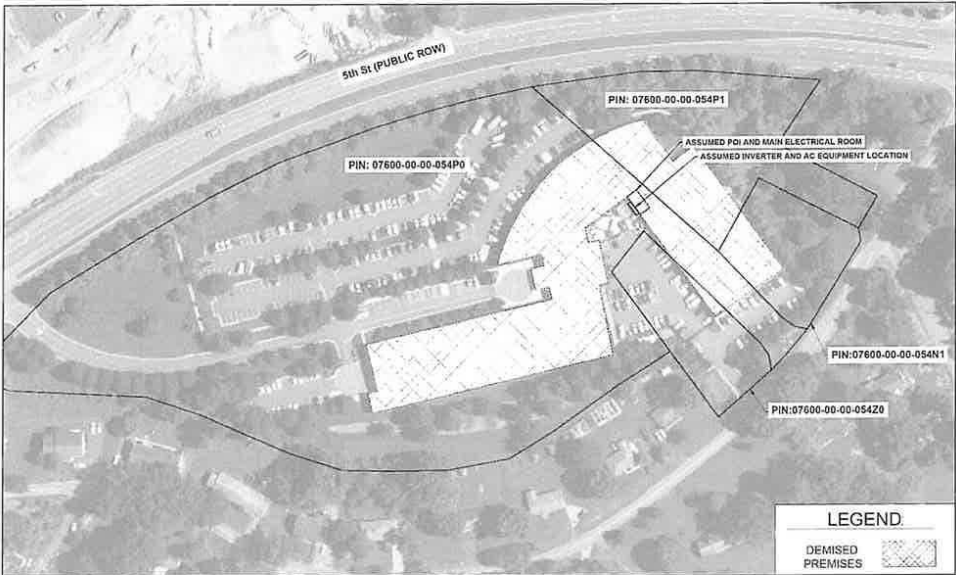


EXHIBIT B
DEPICTION OF FACILITY ACCESS

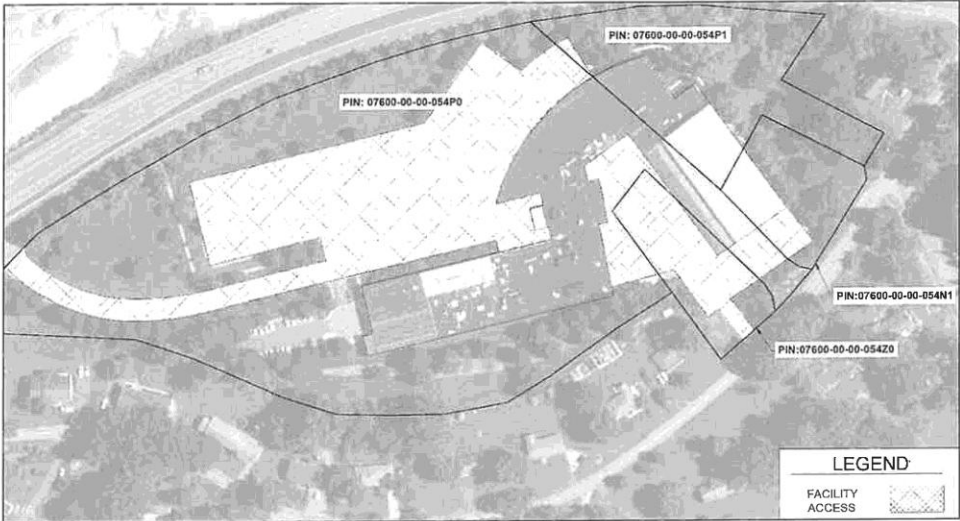


EXHIBIT C
ADDITIONAL SECURITY/ACCESS REQUIREMENTS

There are no additional security/access requirements.

EXHIBIT D

[Rest of page left intentionally blank]

This document prepared by and
after recording return to:

c/o Madison Energy Holdings LLC
8100 Boone Blvd, Suite 310
Vienna, VA 22182
Attn: Legal Department

Tax Parcel Nos.: 07600-00-00-054P0; 07600-00-00-054P1; 07600-00-00-054N1; 07600-00-00-054Z0

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated as of February 15th, 2025 (the "Effective Date") by and between COUNTY OF ALBEMARLE, VIRGINIA ("Lessor"), having an address of 401 McIntire Road, Charlottesville, VA 22902, and SUN TRIBE SOLAR, LLC, a Virginia limited liability company ("Lessee"), having an address of 107 5th Street SE, Charlottesville, VA 22902, with reference to the following recitals:

WHEREAS, Lessee and Lessor (together, the "Parties" and each a "Party") have entered into that certain unrecorded Deed of Lease Agreement dated of even date herewith (the "Lease"), which affects the Demised Premises (hereinafter defined); and

WHEREAS, the Parties entered into the Lease in conjunction with that certain Solar Power Purchase Agreement (the "PPA"), between Lessor and Lessee dated of even date herewith; and

WHEREAS, the Parties desire to enter into this Memorandum for recordation in the land records of the Clerk's Office of the Circuit Court of Albemarle, Virginia (the "Land Records");

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1.1. Demised Premises. The premises leased by Lessor to Lessee pursuant to the Lease are depicted on "Exhibit A" attached hereto and made a part hereof (the "Demised Premises"), and being all or a portion of that certain real property as described on Exhibit A. Lessee may use, and have access at all times to, the Demised Premises for the installation, operation, maintenance, repair and, if necessary, replacement and decommissioning of a solar photovoltaic energy system, and activities necessary or related thereto. The Demised Premises are located on the Project Site, which is more particular described in the Lease. Pursuant to the Lease, Lessor has granted Lessee certain ancillary rights to use portions of the Project Site.

1.2. Term and Consideration. The term of the Lease commenced on the Effective Date and shall terminate on the date which is the thirtieth (30th) anniversary of the Actual Commercial Operation Date at a rate of one dollar (\$1.00) per year.

1.3. Execution. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

1.4. Applicable Law. This Memorandum and the Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

1.5. Purpose of Memorandum of Lease. This Memorandum, when recorded in the Land Records, is intended to serve as public notice of the existence of the Lease and to incorporate and reference all of its promises, covenants, and agreements to the same extent as if the Lease were fully set forth herein. This Memorandum does not describe or refer to all the terms or conditions contained in the Lease, nor does it intend to modify, amend or vary any of the terms or conditions set forth in the Lease.

1.6. Relationship to Lease. Any capitalized terms used in this Memorandum and not otherwise defined shall the meanings set forth in the Lease or PPA.

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be executed on their behalf as of the Effective Date:

Lessor: County of Albemarle, Virginia
Signature: [Signature]
Name: Jeffrey B. Richardson
Title: County Executive

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF Charlottesville

The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this 21st day of January, 2025 by Jeffrey B. Richardson (Lessor signatory).

NOTARIAL SEAL



[Signature] (signature)
Notary Public

Lessee: Sun Tribe Solar, LLC
Signature: 
Name: Rich Allevi
Title: Manager

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this 2 day of January, 2025 by Rich Allevi (Lessee signatory).

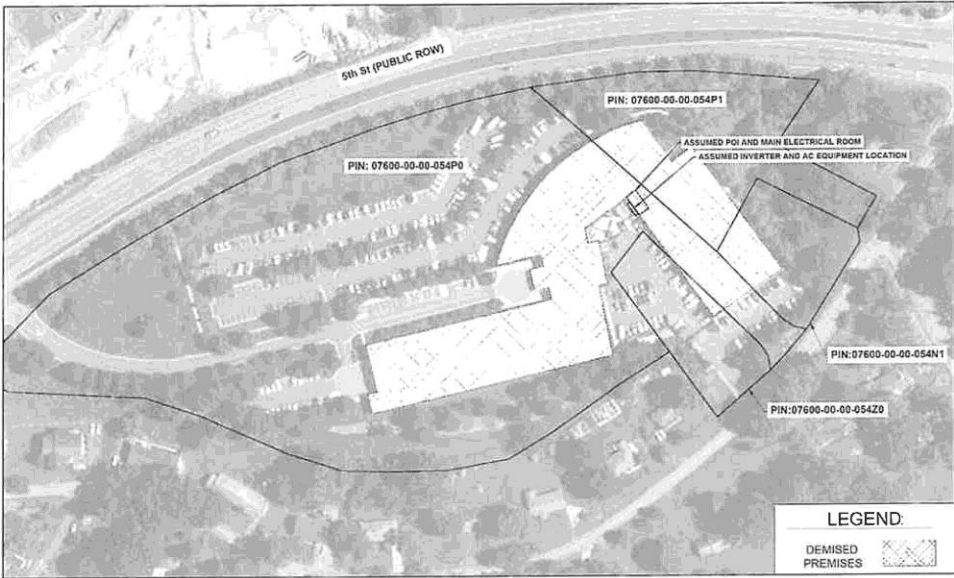
NOTARIAL SEAL



 (signature)
Notary Public

EXHIBIT A

SURVEY DEPICTING DEMISED PREMISES



DESCRIPTION OF REAL PROPERTY

All those four (4) certain tracts or parcels of land, situate in Albemarle County, Virginia, consisting in the aggregate of approximately 13.638 acres, more or less, and more particularly shown and designated as Parcel 54P Sheet 76, containing 10.070 acres, more or less; Parcel 54 Sheet 76, containing 2.111 acres, more or less; Parcel 54N1, containing 30,469 square feet, more or less; and Parcel 54Z, containing 32,989 square feet, more or less, all as shown on a plat made by B. Aubrey Huffman & Associates, Ltd., dated October 13, 1995, a copy of which plat is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1498, Page 614.

The foregoing conveyances are made subject to all encumbrances, easements, conditions, restrictions and agreements of record that lawfully apply to the Real Estate and the Right of Way, or any part thereof.

Agenda Item No. 22. **Public Hearing: Proposed USA Easement under Boulders Road.** To consider leasing an easement to the United States of America under Boulders Road, which is owned by the County. The easement is for cables and related facilities under Boulders Road.

The Executive Summary forwarded to the Board states that, at its meeting on April 10, 2013, the Board authorized the County to grant 10-foot wide easements within Boulders Road, then a public right-of-way owned by the County (TMP 003200-00-00-005C3), to CenturyLink, in the locations shown on the attached deed and plat (Attachment A). The deed of easement allows CenturyLink to install and maintain underground cables and related facilities or structures within the easement area to serve the National Ground Intelligence Center (NGIC). The deed also grants CenturyLink the right of ingress and egress to the easement area.

In 2021, the U.S. Army (USA) approached County staff, requesting that the USA hold the cable easement under Boulders Road. Though County staff has suggested the granting of a permanent easement, USA staff has indicated that the USA is not yet prepared to accept a permanent easement. Under that constraint, on June 2, 2021, the Board approved a one-year lease, which ran from June 2021 to June 2022. (Attachment A)

In recent months, USA staff has again contacted County staff, requesting an extension of the earlier lease. At the suggestion of County staff, the proposed new lease would:

1. Begin retroactively in June 2022 at the expiration of the prior lease;

2. Be renewable for up to five years (through June 2027), with the first two renewals (in June 2023 and June 2024) having been exercised from the outset.

Virginia Code § 15.2-1800 requires that the Board hold a public hearing prior to conveyance of any interest in County-owned real property. The U.S. Army has drafted a proposed lease of this easement to the U.S. (Attachment B). County staff is agreeable to the terms of the proposed lease, subject to the Board's review and approval.

Under the proposed lease, the County would realize \$3,400 per year in rental revenue.

Staff recommends that the Board adopt the attached resolution (Attachment C) authorizing a new lease to the U.S. Army for a cable easement under Boulders Road adjacent to Rivanna Station.

Mr. Andy Herrick, Interim County Attorney, said that it was his pleasure to be there this evening to present a proposal for an easement of County property under Boulders Road to the United States Army. He said that the U.S. Army had requested a new cable easement under Boulders Road adjacent to the National Ground Intelligence Center (NGIC). He said that as the Board members were all aware, this was part of the County's priorities in dealing with the Rivanna Futures property.

Mr. Herrick said that the slides would provide a detailed view of the property's location. He said that from a general perspective, Boulders Road was located just north of the North Fork of the Rivanna River on Route 29. He said that a closer look at the location of Boulders Road revealed the proposed easement, marked by the dashed line within the right-of-way.

Mr. Herrick said that the County owned the title to the right-of-way of Boulders Road, which was maintained by VDOT. He said that the County was the title owner of the property, and that the proposed easement was indicated by the dashed line.

Mr. Herrick said that to provide background, Boulders Road had been conveyed to the County in 2009. He said that in 2013, the County conveyed a cable easement to CenturyLink.

Mr. Herrick said that in 2020, the U.S. Army had contacted the County regarding its own easement under Boulders Road. He said that an initial lease had subsequently been entered between the County and the U.S. Army in 2021. He said that some of the Board members may recall that this was a Board action taken in 2021. He said that it was included in the staff report as Attachment A. He said that the original lease had a one-year term that could be renewed by the Army, but the Army did not renew it. He said that as a result, the lease terminated after one year on June 10, 2022.

Mr. Herrick said that since then, the Army had contacted them requesting a new lease. He said that the proposed new lease was nearly identical to the previous one, with the exception of a slight increase in the annual rental amount to \$3,400. He said that in almost all other respects, the proposed new lease mirrored the terms of the previously approved lease. He said that in accordance with staff recommendation, a public hearing was required for any disposal of County property, including the one they had recently held for the roof of COB-5th.

Mr. Herrick said that the U.S. Army had expressed a sense of urgency in proceeding with this lease. He said that they had been working to expedite the process. He said that staff recommended adopting the attached resolution, Attachment C, to authorize the new lease. He said that they were also continuing to work with the U.S. Army to explore the possibility of a longer-term conveyance of the easement, rather than just a lease.

Ms. McKeel said that it appeared to be better to move to the conveyance rather than the lease.

Mr. Herrick said that they had discussed that with the Army, encouraging them to have a permanent solution rather than continually requesting this lease from the County.

Mr. Andrews opened the public hearing. Seeing no speakers, he closed the public hearing and the matter rested with the Board.

Mr. Andrews said that they were ready for a motion.

Ms. LaPisto-Kirtley **moved** the Board of Supervisors adopt the Resolution attached to the staff report as Attachment C. Ms. McKeel **seconded** the motion.

Roll was called and the motion carried by the following recorded vote:

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

RESOLUTION APPROVING LEASE OF EASEMENT FROM THE COUNTY OF ALBEMARLE TO THE UNITED STATES OF AMERICA FOR SERVICE TO RIVANNA STATION

WHEREAS, the federal government has requested an easement under the Boulders Road public right-of-way to maintain telecommunications service to Rivanna Station.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the leasing of an easement to the United States of America, and authorizes the County Executive to sign, in a form approved by the County Attorney, a lease and any other related documents for an easement under or across Boulders Road in order to provide and/or maintain telecommunications service to Rivanna Station.

Lease No.
DACA-31-3-24-0201

LAND LEASE

For

COUNTY-OWNED PROPERTY

BETWEEN

The COUNTY OF ALBEMARLE

AND

THE UNITED STATES OF AMERICA

AUTHORITY: This lease is being acquired under the authority of Title 10 United States Code Section 2661.

I. This **LEASE** made and entered into this 17th day of June in the year of 2025.

by: County of Albemarle

Address: 401 McIntire Road, Charlottesville, Virginia 22902

and whose interest in the property is that of the owner, hereinafter called the **Lessor**, and the UNITED STATES OF AMERICA, hereinafter called the **Lessee**.

In consideration for **RENT** the parties promise and agree as follows:

2. **PROPERTY:** The Lessor leases to the Lessee a below-grade portion of the Boulders Road Right of Way, identified in the local land records as Parcel ID No. 03200-00-00-005C3, for the purpose of maintaining a system of fiber communication conduits and appurtenances, herein after referred to as “the system”, as they are currently situated, further described in Schedule A. Lessee will maintain surface rights as necessary to maintain the system.

3. **LEASE TERM:** The Lessee shall have the right to have and to hold the said premises, or any portion thereof, for a period of one (1) year, commencing with the termination of Lease No. DACA-31-5-21-302 on June 10, 2022. Thereafter, this lease may be renewed at the option of the Government from year to year for four (4) additional one (1) year periods, provided that the Government gives the Lessor a ninety (90) day written notice to renew, and provided further, that the renewal of this lease is subject to adequate appropriations being made available from year to year for the payment of rentals. **Execution of this lease shall operate as an acknowledgement by the parties that the Government has elected to exercise its first and second renewal option.**

4. **PROMPT PAYMENT:** The Lessee will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

a. When the date for commencement of rent falls on the 15th day of the month or earlier, the initial rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

b. When the date for commencement of rent falls after the 15th day of the month, the initial rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

5. **RENTAL:** The Lessee shall pay the Owner rent at the following rate: **Three Thousand Four Hundred** Dollars (\$3,400.00) per year, in arrears, on or about the first day of the first month after completion of the rental period. Rent for a lesser period shall be prorated. Rent payments shall be made by Electronics Funds Transfer (EFT) payable to lessor as stated above, by USACE Finance Center, 5720 Integrity Drive, Millington, TN 38054-5055.

In compliance with Federal Law (specifically, Public Law 104-134, The Debt Collection Improvement Act of 1994), contractors are to provide their banking data to the US Government's "System for Award Management (SAM)" [www.sam.gov]. All agencies/departments of the US Government are to use this information to make their electronic payments. Prior to the execution of the Lease, Lessor agrees to complete registration in the SAM and return the Cage Code and Tax ID to the Government. Lessor acknowledges that prior to the commencement of any rental payments by Government, Lessor will have completed SAM Registration.

6. **OWNERSHIP:** The Lessor warrants that it is the rightful and legal owner of the property, subject to all easements and encumbrances of record, and has the legal right to enter into this lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease to the property, the lease shall terminate. To the extent permitted by law, the Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Lessee by reason of such failure and to refund all rentals paid.

7. **TERMINATION:**

a. The Lessee may terminate this lease at any time in whole or in part, by giving thirty (30) days' notice in writing to the Lessor and no rental shall be due for payment after the effective date of termination. Said notice shall be deemed to have been received the day after the date of mailing, or hand delivery.

b. Termination in whole or in part shall be effective upon written notice, however, the parties may enter into a supplemental agreement to resolve certain issues arising from the tenancy and its termination, in whole or in part.

c. The Lessor has no termination rights.

8. **ALTERATIONS/RESTORATION/RELEASE OF LIABILITY:**

All installations placed in said right-of-way by the lessee shall remain the property of the lessee and may be removed therefrom by the lessee at any time. The construction, operation, and maintenance, renewal,

and removal of the said installation shall be accomplished by the Lessee at its sole cost and expense and in such a manner as will at times enable the lessor to use the surface of the right-of-way. The Lessor may, upon not less than 30 days' written notice to the Lessee, and before termination of the lease, require restoration of the leased premises, subject to exceptions to restoration stated below of all alterations. In this event, prior to the expiration or termination of this lease, or prior to relinquishment of possession, whichever first occurs, the Lessee shall, at its sole election, either (1) restore the premises to the same condition as that existing at the time of entering into the lease or; (2) make appropriate settlement to the Lessor representing either the diminution in the fair market value of the property due to the failure to restore, or the actual cost of restoration, whichever is the lesser amount. The Lessee shall not restore the premises, either physically or by payment in lieu thereof, for damages as a result of reasonable and ordinary wear and tear, the elements or circumstances over which the Lessee has no control, or for alterations, or damage thereto, which the Lessee installed at its expense, or the Lessor installed and was reimbursed by the Lessee through payment thereof. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a Supplemental Agreement at the termination of the lease hereto effectuating such settlement. Nothing in this Lease shall require the Government to make or authorize an expenditure or obligation exceeding an amount available in an appropriation or fund for that purpose, consistent with the Anti-Deficiency Act, 31 U.S.C. 1341, et seq., as amended, and other applicable federal laws.

9. **PROPERTY INVENTORY**: As of the starting date of this lease, a joint inventory and condition report of all personal property of the Lessor included in this lease, and also a joint physical survey and inspection report of the real property shall be made, said reports to reflect the then present condition, and to be signed on behalf of the parties.

10. **TAXES**: The Lessor accepts full and sole responsibility for the payment of all taxes and other charges of a public nature which may arise in connection with this lease, or which may be assessed against the property. This includes registration of the lease and payment of related charges.

11. **NOTICE**: Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Lessee shall be addressed to the Lessor at:

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

and if given by the Lessor shall be addressed to the Lessee at:

U.S. Army Corps of Engineers
ATTN: CENAB-REI
2 Hopkins Plaza
Baltimore, Maryland 21202

12. **LESSOR'S SUCCESSORS**: The terms and provisions of this lease and the conditions shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

13. **COVENANT AGAINST CONTINGENT FEES**: The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, excepting bona fide employees or bona fide

established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Lessee shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

14. **OFFICIALS NOT TO BENEFIT**: No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

15. **GRATUITIES**:

a. The Lessee may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer, or employee of the Lessee with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this lease is terminated as provided in paragraph (a) hereof, the Lessee shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to an such officer or employee.

c. The rights and remedies of the Lessee provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

16. **EXAMINATION OF RECORDS**: The Lessor agrees that any duly authorized representatives shall have the right until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this lease.

17. **MODIFICATION**: No Change or modification of this lease shall be effective unless it is in writing and signed by both parties to this lease.

18. **DISPUTES**:

a. This lease is subject to the Contract Disputes Act of 1978 (41 USC 601-613).

b. Except as provided in the Contract Disputes Act ("Act"), all disputes arising under or relating to this lease shall be resolved under this clause.

c. "Claim" as used in this clause, means a written demand or written assertion by one of the leasing parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under a lease, unlike a claim relating to that lease, is a claim that can be resolved under a lease clause that

provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d) (2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. (1) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Lessee against the Lessor shall be subject to a written decision by the Contracting Officer.

(2) For Lessor claims exceeding \$100,000, the Lessor shall submit with the claim a certification that:

- (i) The claim is made in good faith;
 - (ii) Supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and
 - (iii) The amount requested accurately reflects the contract adjustment for which the Lessor believes the Lessee is liable.
- (3) (i) If the Lessor is an individual, the certification shall be executed by that individual.
- (ii) If the Lessor is not an individual, the certification shall be executed by:
- (A) A senior company official in charge at the Lessor's plant or location involved; or
 - (B) An officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.

e. For Lessor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Lessor, render a decision within 60 days of the request. For Lessor certified claims over \$100,000, the Contractor Officer must, within 60 days, decide the claim or notify the Lessor of the date by which the decision will be made.

f. The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

g. At the time a claim by the Lessor is submitted to the Contracting Officer or a claim by the Lessee is presented to the Lessor, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternative dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certification described in paragraph (d)(2) of this clause, and executed in accordance with paragraph (d)(3) of this clause.

h. The Lessee shall pay interest on the amount found due and unpaid from: (1) the date the Contracting Officer receives the claim (properly certified is required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6 month period as fixed by the Treasury Secretary during the pendency of the claim.

i. The Lessor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

19. **SEVERABILITY:** If any provision of this lease or the application thereof to any person, or if any circumstance is held invalid for any reason, such invalidity shall not affect the other provisions, or any

other application of this lease which can be given effect without the invalid provision or application, and to this end, all the provisions of this lease are hereby declared to be severable.

20. **ANTI-DEFICIENCY ACT:** Any expenditure by the United States of federal funds under this Lease is subject to the lawful availability of such funds for the purposes described in this Lease. Nothing in this Lease will require a violation of the Anti-Deficiency Act (31 U.S.C. 1341(a)(1)(A)), or any other law or regulation relating to appropriated funds of the United States, nor shall this Lease require a violation of any law or regulation relating to the leasing of real property by the United States.

21. **COUNTERPARTS:** If this Lease shall be executed in two or more counterpart originals, each counterpart original shall be for all purposes considered an original of this Agreement.

22. **NO WAIVER:** No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

23. **INTEGRATED AGREEMENT:** This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

24. **ASSIGNMENT OF CLAIMS**

- a. The Lessor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this lease to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- b. Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this lease and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this lease.
- c. The Lessor shall not furnish or disclose to any assignee under this lease any classified document (including this lease) or information related to work under this lease until the Contracting Officer authorizes such action in writing.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first above written.

Witnesses:

COUNTY OF ALBEMARLE, LESSOR:

Cheryl L. Skeen

Jeffrey B. Richardson
JEFFREY B. RICHARDSON
County Executive
Albemarle County

Witnesses:

THE UNITED STATES OF AMERICA, LESSEE:

LOGUE.LESLEY Digitally signed by
LOGUE.LESLEY.M.1229261483
Date: 2025.05.07 07:51:43 -04'00'
.M.1229261483

LESLEY M. LOGUE
Real Estate Contracting Officer
Baltimore District, U.S. Army Corps of Engineers

Approved as to form:
Andre N. Harrod
County Attorney

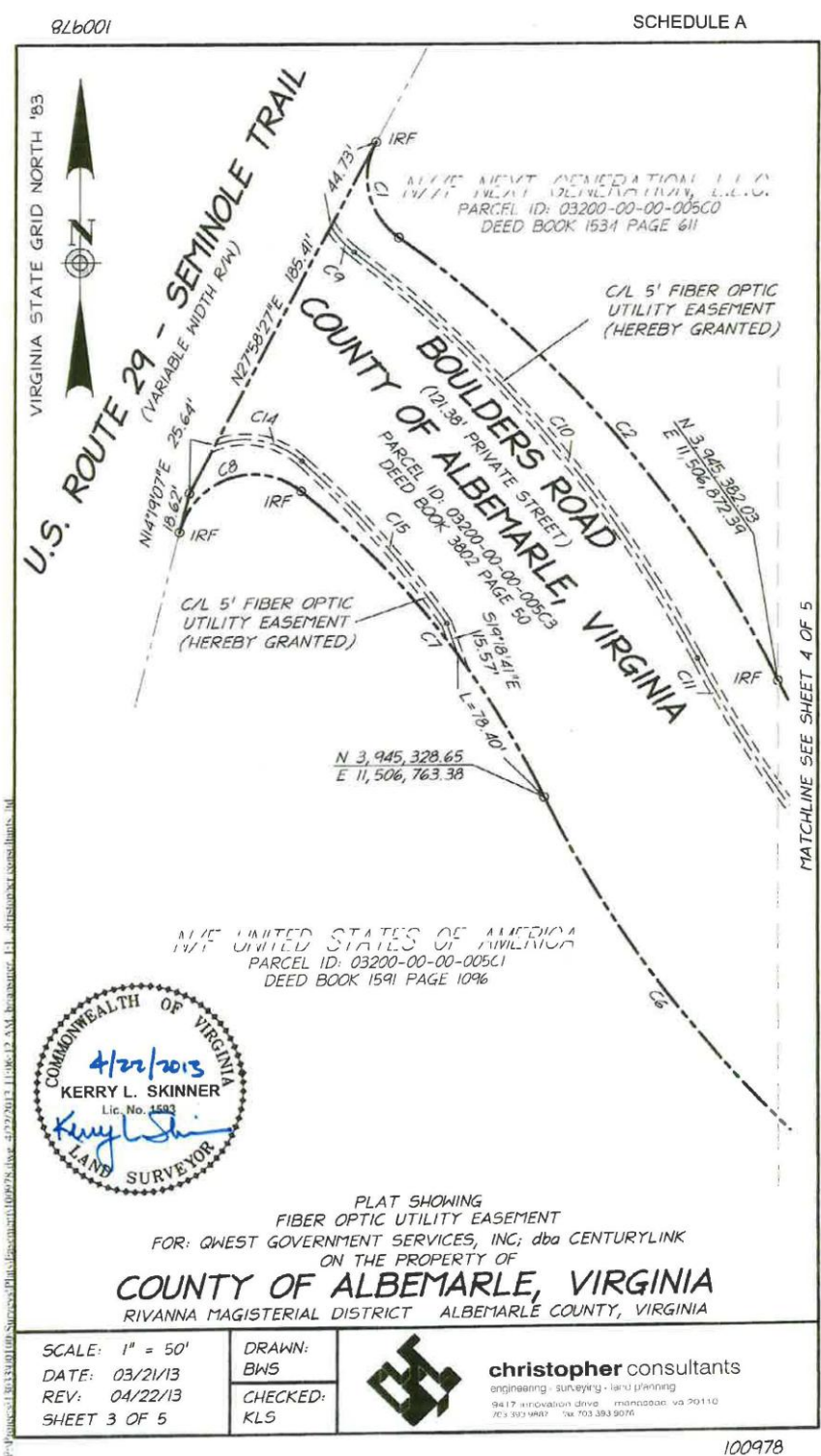
CERTIFICATE

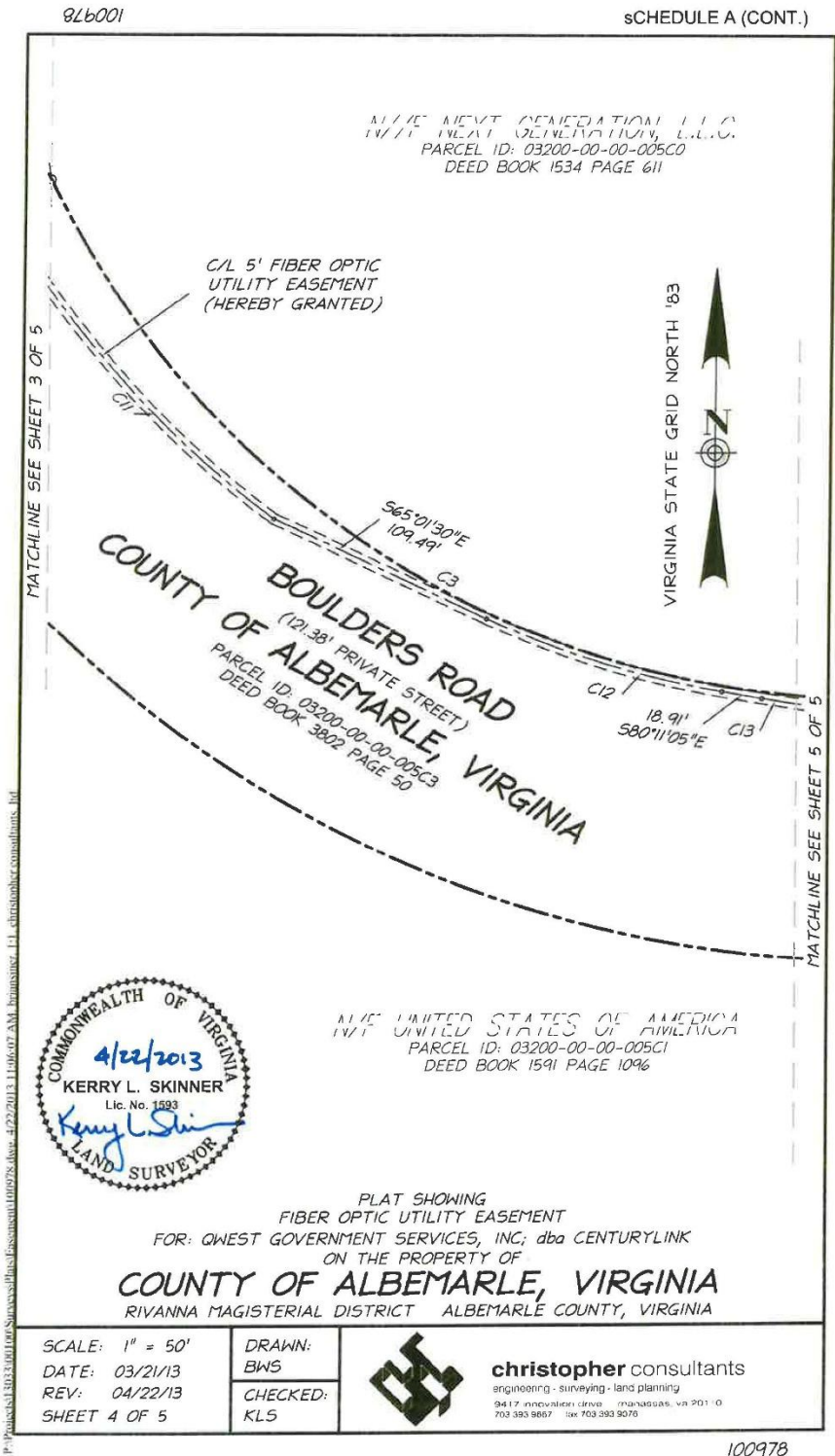
I, Claude H. K. Borgersen, certify that I am the Clerk of the County of Albemarle; that Jeffrey B. Richardson, who signed the foregoing instrument on behalf of the County was then County Executive of the County. I further certify that the said officer was acting within the scope of the powers delegated to this officer by the governing body of the County in executing said instrument.

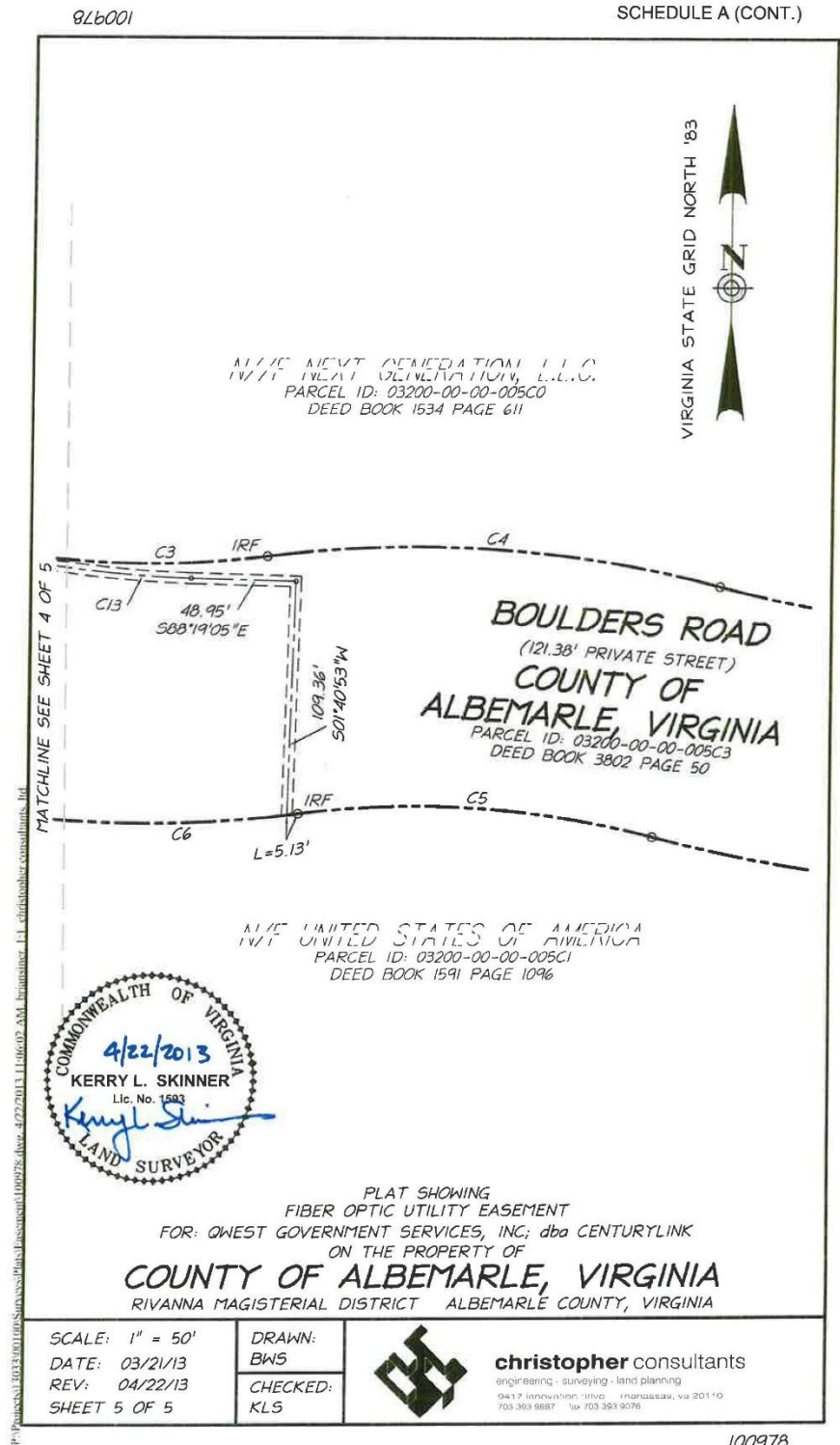
Date June 17, 2025

Claude H. K. Borgersen
Secretary or other appropriate officer
(Excluding the officer executing the instrument)

{Seal}







Agenda Item No. 23. From the Board: Committee Reports and Matters Not Listed on the Agenda.

Ms. McKeel said that she believed this topic had been discussed earlier in their conversation, specifically regarding short-term rentals and homestays. She said that she was going to bring it up separately, and she thought Ms. Mallek or Mr. Jeff Richardson, County Executive, had mentioned a change in the state code of the General Assembly that would allow them to establish a sunset clause when approving short stays. She said that this change may have been related to changes in property ownership. She said that she would like to discuss this further and explore the possibility of implementing sunset clauses.

Ms. McKeel said that additionally, she would like to bring up the issue of LLCs. She said that perhaps they could roll these topics into an agenda item for discussion. She said that she would like to have the ability to explore the concept of sunset clauses further.

Ms. McKeel said that on a separate note, she wanted to mention that today was National Custodian Day. She said that she would like to extend a big thank you to the custodians who worked in the building for keeping it clean. She said that if there was a way to express gratitude to them, she would appreciate it.

Mr. Gallaway said that he would like to bring to the Board's attention that the Regional Housing Partnership (RHP) had confirmed the date for their upcoming summit, which was set for March 13, 2025. He said that this date was a Thursday, and it was now officially scheduled. He said that they were already working on a nice program, focusing on solutions related to housing, and had secured some notable keynotes and sessions. He said that he was simply providing this advance notice as a save-the-date announcement. He said that in the past, the event had had a good turnout of supervisors, and he expected this summit to be well-attended as well.

Ms. LaPisto-Kirtley said that the only announcement she had was a commemoration of the African American military experience, taking place on Saturday, November 9 from 11:00 a.m. to 3:00 p.m. at the Carver Recreation Center. She said that she had attended the event the previous year and found it fascinating to hear the stories of African American service members.

Ms. Mallek said that Fluvanna County was pursuing a designation with the DCR (Department of Conservation and Recreation) for the Fluvanna section of the Hardware River as a scenic river in Virginia. She said that specifically, the section where the North Fork and South Fork of the Hardware River meet in Albemarle, and then from Carter's Bridge to the County line, as a single river. She said that for this section, the County could consider joining in the same application, if desired. She said that this would allow the entire section to be considered as one unit.

Ms. Mallek said that if there were any additional questions that need to be answered, she would be happy to receive them and forward them to Tony O'Brien, who can obtain answers from the DCR on their behalf. She said that this designation was honorary. She said that there are some extra considerations for certain uses that may impact use of water going into the river, which she believed may apply to all waterways in Virginia. She said that every drop of water in Virginia was considered "water of the Commonwealth" and had constitutional protection, unlike in other states where the regulation of water usage could be more contentious. She said that their County constitution already addressed this. She said that she did not have a firm answer to Mr. Andrew's question about other restrictions, but she would be happy to learn more about this matter.

Mr. Pruitt asked if there was a designated contact person that the County should be directing any questions to in Fluvanna.

Ms. Mallek said that Tony O'Brien would be the Fluvanna Supervisor who was on the RRBC (Rivanna River Basin Commission) and the one who brought it to the RRBC.

Mr. Pruitt said that he may reach out to him and have a conversation. He said that this was mostly within his district. He said that he had discussed via email with Mr. Andrews about some considerations and thoughts he had. He said that one thing that had caught his attention was that most of the Hardware in the Scottsville District was not accessible to the public, which did not necessarily disqualify them from participating, but it did raise questions about the impact on their community, as it was primarily located on private property sections. He said that he would like to learn more about the program and gain a better understanding of what they were trying to accomplish.

Ms. Mallek said that when the second phase of the Rivanna was adopted, which began around 2010, it included the addition of the upper-level north of the Rivanna Dam. She said that at that time, there were no restrictions placed on landowners for this designation, and if that had changed, they needed to know. She said that she believed there was no expectation of public access along the river based on the designation, but it was likely that the DCR would provide assistance in improving access points where it was available.

Mr. Andrews said that he hoped the Board would be able to discuss and formally consider this topic in the near future.

Agenda Item No. 24. Adjourn.

At 7:11 p.m., the Board adjourned its meeting to October 16, 2024, 1:00 p.m. in Lane Auditorium, Albemarle County Office Building, 401 McIntire Road, Charlottesville, VA, 22902. Mr. Andrews said information on how to participate in the meeting would be posted on the Albemarle County website Board of Supervisors home page and on the Albemarle County calendar.

Chair

Approved by Board
Date: 09/03/2025
Initials: CKB