

A regular meeting of the Board of Supervisors of Albemarle County, Virginia, was held on March 6, 2024, at 1:00 p.m. in Lane Auditorium on the Second Floor of the Albemarle County Office Building, 401 McIntire Road, Charlottesville, VA 22902.

BOARD MEMBERS 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. Michael Pruitt.

ABSENT: None.

OFFICERS PRESENT: County Executive, Jeff Richardson; County Attorney, Steve Rosenberg; Clerk, Claudette Borgersen; and Senior Deputy Clerk, Travis 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 following Albemarle County Police Officers in attendance: Lieutenant Angela Jamerson and Officer Matt Middleton.

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 suggestion amendments and asked if there was a motion.

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

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.

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

Ms. Mallek said that in April, the Ivy MUC (Materials Utilization Center) would be hosting hazardous household waste, appliances, tires, and electronics waste collection days. She said that people should consult the rivanna.org website for specific dates.

Ms. Mallek said that April marked plant sales and garden tours, for which more information would be provided at the first meeting in April.

Mr. Pruitt said that he would like to congratulate Virginia on its participation in yesterday's Super Tuesday presidential election. He said that this was not the final primary election this year, as another one was scheduled for June 18, and early voting in person would also be available starting 45 days prior to that date. He said that he encouraged everyone to exercise their right to vote.

Ms. LaPisto-Kirtley said that there was a reminder about the Citizens Police Academy being held over the next three Saturdays. She said that although the class was currently full, there may be additional classes offered in the fall.

Ms. McKeel said that the Charlottesville Area Alliance was hosting an event called One Stop Shop for individuals aged 50 and above. She said that the event would take place on April 27 from 11:00 AM to 2:00 PM at Carver Recreation Center. She said that the event aimed to highlight programs and resources related to care for caregivers, health care, insurance, safety, social connections, transportation, wills, and more in central Virginia. She said that refreshments would be provided during the event.

Ms. McKeel said that she wanted to express her gratitude toward the Albemarle County Police Department (ACPD) for their efforts in addressing reckless driving and speeding in their community. She said that last week they stopped 113 vehicles for speeding and issued 119 tickets in one day. She said that it was really important for everyone to drive safely and adhere to traffic laws for the safety of both pedestrians and drivers in their community.

Mr. Andrews said that he appreciated their officers and agreed about traffic enforcement. He said that there was a crash on Friday involving a stopped patrol car on I-64. He said that according to the law, drivers should move over, if possible, when encountering stopped patrol cars.

Mr. Andrews said that budget town halls were approaching. He said that they had one scheduled for BF Yancy in the Samuel Miller District on March 28. He said that there would also be one in connection with the 5th and Avon CAC (Community Advisory Committee) in March. He said other districts would schedule their own town halls as they progressed into the month.

Agenda Item No. 6. Proclamations and Recognitions.
Item No. 6.a. Proclamation Celebrating Women's History Month.

Ms. Mallek **moved** to adopt the proclamation celebrating Women's History Month as she read it 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 Women's History Month

WHEREAS, Women's History Week originated in the United States in 1978, launched in California during the week of International Women's Day, and the movement spread across the country; and

WHEREAS, A consortium of women's groups and historians successfully lobbied for national recognition of the week honoring women's contributions to American history, until the first Presidential proclamation was issued by Jimmy Carter in 1980; and

WHEREAS, Subsequent presidents continued to proclaim a National Women's History Week until Congress passed a law in 1987 designating March of each year as Women's History Month, and authorized each President thereafter to issue an annual proclamation; and

WHEREAS, Albemarle County honors all the women, past and present, from our county, commonwealth and country whose invaluable contributions are often not recognized or recorded, and whose determination and leadership positively impacts our lives every day; and

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Albemarle County Board of Supervisors, do hereby acknowledge and commemorate the month of March 2024 as Women's History Month, with special recognition of the women who diligently lead our County to a brighter future for all.

* * * * *

Ms. Brezhana Reed, Director of the Charlottesville National Organization of Women (NOW), said that throughout history, women's leadership and achievements had been overlooked, unreported, or erased, with their accomplishments often disregarded or attributed to men. She said that studies confirmed women were significantly underrepresented in U.S. history and social studies classrooms. She said that a report by the National Women's History Museum analyzed K-12 social studies standards for each state, examining all standards referring to a woman or a topic associated with women. She said the report revealed that only 178 individual women were required reading, which equated to one woman for every three men in the 2017 standards.

Ms. Reed said the museum's analysis of the characterization of women's history in these standards suggested that women were excluded due to the framework's preference for male-oriented exceptional leadership while overemphasizing women's domestic roles. She said that references to women often appeared as an afterthought or an addendum to the main storyline. She said that many states began adding marginalized groups to their history standards during the 1960s rights movements, including women as a marginalized group. She said that this occurred despite the fact that women comprised more than half of the U.S. population.

Ms. Reed said that approaching all women as a group typically resulted in the experiences of elite white women being portrayed as the norm. She said that the absence of representation and diminished portrayal of women conveyed powerful messages to their young population about women in history and contemporary society. She said that from what they learned in school, students failed to recognize the broader impacts women had collectively made in U.S. history, and they were even less likely to learn about the positive contributions of women of color.

Ms. Reed said that today, there was an increasing public interest in motivating girls to embrace science, technology, engineering, and math; however, learning standards provided few historical examples of women or their achievements in these fields. She said that the lack of positive images of women leaders, women's inventions, discoveries, contributions, and achievements across every discipline was particularly damaging for young girls. She said that they could not aspire to be what they had not seen.

Ms. Reed said that they now had opportunities to highlight women's history. She said she urged all to learn and teach children about the unsung women of Albemarle County, their state, and their country, and to insist that women be appropriately included in what their children learned at school. She said she commended the Supervisors for bringing women's history to the attention of the community.

Ms. Mallek said thank you very much. She said that as a Girl Scout leader in the 1980s, she and the troops referred to a book written during Linda Robb's leadership in Virginia, titled "Women of Impact: Over 400 Years in Virginia's History." She said the book concluded in 1945 and required an update. She said that it was a valuable resource that opened many eyes about the various individuals from different

levels of society who had significant impacts. She said that for herself, from being a descendant of a 13th-century female Irish pirate to her grandmother, who was an early Robert Rodale convert and advocated for environmental protection and chemical pollution prevention at the dinner table every night, to her mother and her generation's work on water protection in the County, and her efforts to be an inspiring figure for her granddaughters and daughters, she was thankful for the work that the Charlottesville National Organization of Women was doing.

Mr. Pruitt said that when discussing history, he always considered its forward-looking aspect. He said that he would like to briefly connect that day's event to what they were doing there. He said that it was remarkable that the County had leadership at parity, with 50% women representation. He said that not every community could claim this, nor could they when looking at their national government.

Mr. Pruitt said that in India's rural local governments, panchayati raj institutions, gender parity had been required in all local councils. He said that numerous studies had demonstrated that when there was gender parity in local government, people invested more in clean water, transportation, and the community. He said that women in the community became more involved in the political process when leadership reflected them. He said that he was delighted that their community had such strong women leadership, and he hoped this would continue as they explored more women's history in the future.

Ms. LaPisto-Kirtley said that those of them of a certain age truly appreciated the work that NOW had done for all women. She said that as an educator, ensuring that girls and young women were encouraged to pursue their goals had been of utmost importance. She said that their organization had continued this work and that they appreciated their efforts in supporting women.

Ms. McKeel said that alongside other Supervisors, she wanted to thank all the women leaders in Albemarle County government for their outstanding contributions. She said that their work was highly appreciated, and she could see some of them in the audience that day.

Ms. McKeel said that Emily Warren Roebling lived in the 1800s, and that she was responsible in guiding the construction of the Brooklyn Bridge when her husband fell ill and could no longer continue his work. She said that Roebling took over as the engineer for the project, managed its design and execution from her home, but could not openly admit her involvement because it was the 1800s. She said that Emily Warren Roebling was an inspiring figure worth learning more about.

Mr. Gallaway said that he was reminded of his time as the sole man on the Board. He said that he often thought of women in his life and their influence on him. He said that there were not many male role models around in his family, but his grandmother was the one who raised him.

Mr. Gallaway said that three years ago, his great aunt, Sister Mary Florence Burke, passed away. He said that Sister Mary Florence Burke was a Roman Catholic nun in a male-dominated organization who lived her life based on faith and passed that same sentiment onto her students. He said that her wisdom continued to inspire him. He said that Sister Mary Florence Burke was a prominent figure in the Wheeling Catholic Diocese. He said that even though some of her former students described her as strict in every stereotypical way of a Roman Catholic nun, they still appreciated her impact. He said that as a father of two daughters himself, he enjoyed watching them grow and develop their own identities without worrying about men's history or women's history. He said that it was history, and that they were all in this together.

Mr. Andrews said that he appreciated the comments from his fellow Supervisors. He said that he did not know his mother but knew his mother-in-law, Jane Hayward, who had a strong presence in the County. He said that Jane Hayward was an environmentalist from the beginning, inspiring him to be there. He said that there was a strong group of women in the community. He said that Monticello was celebrating Women's History Month by honoring the women of Monticello. He said that in the future, he expected that some of the people present would be featured as particularly strong and prominent women of their time.

Ms. Reed accepted the proclamation.

Item No. 6.b. Proclamation Recognizing March as Red Cross Month.

Ms. LaPisto-Kirtley **moved** to adopt the proclamation recognizing March as Red Cross Month as she read it 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 March as Red Cross Month

WHEREAS, During American Red Cross Month in March, we recognize the compassion of people in Albemarle County and reaffirm our commitment to care for one another in times of crisis; and

WHEREAS, This generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross founder Clara Barton, one of the most honored women in our country’s history, who nobly dedicated herself to alleviating suffering; and

WHEREAS, Today, kindhearted individuals in our community exemplify Barton’s commitment as they step up through your American Red Cross, Central Virginia Chapter to provide a beacon of hope for our neighbors in need; and

WHEREAS, Through their voluntary and selfless contributions, they make a lifesaving difference in people’s darkest hours. More than 250 Red Cross volunteers provided 134 Central Virginia families with shelter, food, and comfort after a home fire, helped collect and process more than 18,000 blood donations for hospital patients, supported hundreds of military families, veterans and caregivers through the unique challenges of service, and helped save lives through providing nearly 14,000 residents with first aid, CPR and other skills training.

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Albemarle County Board of Supervisors do hereby recognize the month of March 2024 as Red Cross Month and encourage all residents of Albemarle County to reach out and support their humanitarian mission; and

BE IT FURTHER PROCLAIMED, that during this month of March, in honor of all those who lead with their hearts to serve people in need, we ask everyone to join in this commitment to strengthen our community.

* * * *

Mr. Bill Brent, Executive Director of the Red Cross Central Virginia Chapter, said that their founder, Clara Barton, had established the organization over 140 years ago with the humanitarian goal of caring for wounded soldiers on the battlefield. He said that they had expanded their mission to include services for the armed forces, disaster responses, international assistance, and family reunification efforts. He said that all of these initiatives aligned with their mission at the American Red Cross: to prevent and alleviate human suffering in emergencies by mobilizing the power of volunteers and leveraging donor generosity.

Mr. Brent said that their organization relied heavily on volunteers, who made up 95% of their workforce. He said that they could not fulfill their mission without their support and partnership. He said that just like those who invested in the American Red Cross 106 years ago, their commitment was invaluable to their ongoing success. He said that he was grateful for their partnership.

Ms. Mallek said that she took her senior lifesaving course in 1965,

- b.** The Foundation shall maintain publicly available, updated, and current copies of its articles of incorporation, bylaws, and amendments to such governing documents. The Foundation shall provide to the County a photocopy of its IRS Form 990 (Return of Organization Exempt from Income Tax) without any accompanying documentation disclosing the names of any specific Foundation donors.
- c.** The Foundation shall prepare and reconcile on an annual basis a Treasurer's Report, which it will share with the County. Additionally, the Foundation will provide annually to the County a financial report prepared in accordance with *Statements of Financial Accounting Standards 117* (Financial Statements for Not-for-Profit Organizations). This financial report must be provided to the County on or before June 30 of each year, but it shall not contain any information disclosing the names of any specific Foundation donors.
- d.** Nothing in this MOA shall be construed to preclude the County from disclosing any records as and to the extent required by the Virginia Freedom of Information Act.

3. No Agency, Partnership, or Employment Relationship.

This MOA does not create a partnership between the Foundation and the County and creates no rights or duties arising from a partnership. Neither does this MOA create an agency relationship between the Foundation and the County. No rights of or entitlement to employment between the parties and their respective officers, directors, employees, agents, members, or volunteers arise by virtue of this MOA.

4. Insurance, Indemnification, and Hold Harmless.

- a.** Prior to the commencement of any project or the conduct of any special event on County property, the Foundation shall provide to the County a certificate of insurance evidencing maintenance by the Foundation of (i) commercial general liability insurance, in an amount not less than \$1,000,000.00, covering all of the Foundation's operations relating to the performance (A) by the Foundation and its officers, directors, employees, agents, members, and volunteers of work under this MOA on County property, and (B) by the Foundation of its other obligations under this MOA, and (ii) directors and officers liability insurance, in an amount acceptable to the County. The County (and the City of Charlottesville, Virginia, if the performance concerns Darden Towe Park or Ivy Creek Natural Area), and their officers, employees, and agents shall be named as additional insureds. The certificate of insurance must provide, in a substantially similar form, that the insurance covered by the certificate shall not be canceled or materially altered except after thirty (30) days written notice provided to and received by the County. Such insurance coverage shall be primary and noncontributory. The Foundation defends, indemnifies, and holds harmless the County and the City of Charlottesville, as the case may be, and their officers, employees and agents from claims, suits, liability, damage, and expenses of any kind that might arise from the Foundation's or its officers', directors', employees', agents', members', or volunteers' negligence, recklessness, or intentional misconduct or the Foundation's failure to perform its obligations under this MOA. The provisions of this section shall survive termination of this MOA as to acts or omissions occurring prior to the effective

date of termination. Nothing in this MOA shall be construed to waive or limit the County's or the City of Charlottesville's sovereign immunity or to waive or limit any immunity the Foundation may enjoy under Virginia law as a charitable non-profit organization or by virtue of its work in County park facilities. By signing this MOA, the Foundation certifies that, as of the date of this MOA, it has no employees and is not subject to Workers' Compensation Insurance requirements under Title 65.2 of the Code of Virginia, 1950, as amended. If at any time hereafter the Foundation becomes subject to such Workers' Compensation Insurance requirements, then it must certify in writing its compliance with such requirements and provide to the County written verification of Workers' Compensation Insurance coverage.

- b.** If the Foundation organizes and provides services to the County under this MOA, the Foundation shall require all of its officers, directors, employees, agents, members and volunteers who provide such services under this MOA to sign an Assumption of Risk, Release of Liability, and Indemnification Agreement (each a "Release Form" and collectively, the "Release Forms") before providing such services. The Foundation must maintain all original Release Forms for at least three (3) years after the conclusion of a project covered by such Release Form and provide to the County a true copy or copies upon request. Parents, guardians, or legal custodians of members and volunteers under the age of eighteen (18) years must sign Release Forms on their own behalf and on behalf of the minor member or volunteer participating hereunder.

5. Term.

This MOA becomes effective upon execution by all parties. The initial term of this MOA shall expire on December 31, 2028. It may be renewed for subsequent five-year terms upon the written consent of both parties.

6. Termination.

Either party may terminate this MOA in whole or in part at will by delivering to the other party written notice of termination at least ninety (90) days prior to the effective date of any such termination.

7. Dispute Resolution.

If a dispute as to any provision of this MOA arises or if either party materially breaches or fails to perform its obligations under this MOA, the other party may give written notice of the dispute or material breach. The parties will meet to resolve the dispute or material breach within thirty (30) days of receipt of the notice. If the parties fail to resolve the dispute within sixty (60) days of such notice or a longer time upon which the parties might agree, the parties will enlist the services of a mediator to resolve the dispute.

8. Notice.

Any notice or notices required or permitted to be given under this MOA shall be given by certified mail, postage prepaid, to the following at the noted addresses. Any notice or notices provided shall also be delivered in a pdf format by email.

To the County:

Albemarle County Parks and Recreation
401 McIntire Road
Room 118
Charlottesville, Virginia 22902
Attention: Director
Email: bcricke@albemarle.org

with a copy to:

County of Albemarle
401 McIntire Road
Suite 228
Charlottesville, Virginia 22902
Attention: County Executive
Email: jrichardson3@albemarle.org

To the Foundation:

Albemarle County Parks Foundation

109 Vincennes Road, Charlottesville, VA 22911
Attention: Lesley Hamilton
Email: teddyhamilton59@gmail.com

9. Mechanic's Liens.

During the term of this MOA, the Foundation will promptly remove or release any mechanic's or materialman's lien attached to or on any County property or any portion by reason of any act or omission of the Foundation, its contractors or its agents in connection with any activity performed by the Foundation. The Foundation will hold harmless the County and the City of Charlottesville, as the case may be, and their respective officers, employees, agents, and volunteers from any such lien or claim of lien. This provision shall survive termination, cancellation, or expiration of this MOA.

10. No Funding Obligations.

This MOA creates no fiscal or funding obligation on either party. Nothing in this MOA shall be construed to require either party, the Albemarle County Board of Supervisors, the Board of Directors of the Foundation, or any affiliate, agency, or department of the parties or respective boards to obligate or expend funds.

11. Ownership of Improvements.

Unless the parties otherwise agree in writing, all improvements made under this MOA belong to and are owned by the County, provided that any improvements made pursuant to this MOA at Darden Towe Park or Ivy Creek Park shall be jointly owned by the County

and the City of Charlottesville. The parties intend immunity from liability for damages arising from the installation, maintenance, and operation of any improvement hereunder, as provided in Virginia Code § 15.2-1809, as amended, and under Virginia common law and other statute, shall apply fully and without limitation.

12. Modification, Amendment, and Waiver.

Modification or amendment of this MOA and waiver of any of its provisions must be done only in writing executed by the party against whom such modification, amendment, or waiver is sought to be enforced.

13. Severability.

Any provision of this MOA which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the MOA's remaining provisions.

14. Governing Law and Venue.

This MOA and all matters related hereto shall be governed exclusively by the laws of the Commonwealth of Virginia and all questions arising with respect to the validity, interpretation, obligations, or performance under and pursuant to this MOA shall be determined in accordance with such laws. The Foundation shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted in the performance of its obligations set forth in this MOA. Any and all suits for any claim or for any and every breach of duty arising out of this MOA shall be maintained in the appropriate court of competent jurisdiction in the County of Albemarle, Virginia.

15. Entire Agreement.

This writing constitutes the entire agreement of the parties and there may be no modification to this MOA except in a writing executed by the authorized representatives of the Foundation and the County.

16. Participation in Similar Activities.

This MOA is non-exclusive in that it does not restrict either party from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives as of the latest date noted below.

COUNTY OF ALBEMARLE, VIRGINIA

By: 

Jeffrey Richardson
County Executive

3/7/24
Date

Approved as to form:


County Attorney

ALBEMARLE COUNTY PARKS FOUNDATION

By: Lesley Hamilton Digitally signed by Lesley Hamilton
Date: 2024.03.02 16:02:11 -05'00'
Name: Lesley Hamilton
Title: President

03/02/2024
Date



MEMORANDUM OF AGREEMENT
between
COUNTY OF ALBEMARLE, VIRGINIA
and
ALBEMARLE COUNTY PARKS FOUNDATION

This Memorandum of Agreement ("MOA") is made by and between the County of Albemarle, Virginia, a political subdivision of the Commonwealth of Virginia ("County"), and Albemarle County Parks Foundation, a not-for-profit Virginia nonstock corporation ("Foundation").

WHEREAS, the County, through its Parks and Recreation Department ("ACPR"), owns, operates, and maintains real estate, buildings, and a variety of different recreational facilities and park lands, and operates a variety of programs and services independently and with the Albemarle County Public Schools, the City of Charlottesville, and the Ivy Creek Foundation, Inc.; and

WHEREAS, one of the County's goals is to operate, maintain, and manage a system of high-quality parks, natural areas, greenways, blueways, community centers, and other recreational facilities throughout the County; and

WHEREAS, ACPR's vision is to create unparalleled outdoor and recreational experiences right here at home by providing a unique system of parks, trails, and recreational experiences, while being superior stewards of the environment; and

WHEREAS, the Foundation was founded and incorporated in 2023, for the purposes of (a) assisting and supporting the County by cultivating community relationships and facilitating a sustained supply of external resources, in order to help the County, through ACPR, best develop, operate, maintain, and manage public park lands, accelerate and optimize planned projects, and enable the development of innovative programs and projects, (b) obtaining and providing in-kind contributions and support services, guiding the exchange of management skills between the County and external stakeholders, and obtaining and donating financial resources, equipment, and/or materials, in order to help maximize the recreational potential, environmental sustainability and educational opportunities of, and overall visitor experiences at, ACPR facilities and lands, (c) promoting increased public awareness of the resources the County offers, through ACPR, to the Albemarle County community, and (d) recognizing ACPR staff and citizen-volunteers by acknowledging and celebrating outstanding performance and contributions throughout the community; and

WHEREAS, the Foundation operates as a legal entity separate from the County and is governed independently by a Board of Directors, the members of which are not employed by the County; and

WHEREAS, the County and the Foundation wish to cooperate to sustain and strengthen the successful operation, maintenance, and management of existing parks, recreational facilities, and recreational programs, and to expand and accelerate the development, delivery, and operation of the County's planned parks, greenways, blueways, community centers, and recreational programs by memorializing the Foundation's and the County's respective responsibilities.

NOW, THEREFORE, in consideration of the above and the mutual efforts of the County and Foundation, they agree as follows:

1. Operating Procedures.

- a.** In its efforts to obtain donations, the Foundation shall communicate the following information to prospective donors:
 - i.** the Foundation is a separate legal entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit, support, and enhancement of the County's existing, future and planned parks, facilities, programs, and other recreational amenities;
 - ii.** the Foundation's Board of Directors is responsible for the Foundation's governance, including the recruitment of volunteers, planning and management of projects, and investing of its endowment and other funds; and
 - iii.** funds donated to the Foundation in support of any of the County's parks, facilities, or programs must be made to the Foundation and not to the County or ACPR.
- b.** The Foundation agrees that in its efforts to solicit and accept donations of any kind, the Foundation shall:
 - i.** coordinate its funding goals, programs, and campaigns with the County so that together the County and the Foundation can ensure the Foundation's efforts align with (A) ACPR's vision, mission, community needs assessment(s), priority projects, procedures and policies (collectively, "ACPR Guidance"), and (B) the County's vision, mission, strategic plan, comprehensive plan, current and future master plans,

and other internal plans, policies, and procedures (collectively, “County Guidance”);

- [illegible]

- iii.** obtain all necessary permits, licenses, special insurance, equipment, and inspections for Foundation programs, activities, events, and projects, and pay all expenses incidental to the planning and conduct of such programs, activities, events, and projects;
 - iv.** plan, coordinate, and work with the County on specific park programs, projects, and funding opportunities, which the parties contemplate may require additional agreements from time-to-time, both between the County and the Foundation, and among the County, the Foundation and third parties;
 - v.** be solely responsible for recruiting, enrolling, instructing, and managing its members, volunteers, and contractors;
 - vi.** plan, coordinate, and work with the County on fundraising activities, including those activities to occur on park properties;
 - vii.** expend donations, both financial and in-kind, in support of Foundation operations and in furtherance of Foundation programs, activities, and projects, and events that are intended to benefit County parks programs and facilities; and
 - viii.** upon dissolution, apply all remaining funds designated to support a specific site, program, or project to the County to be used as designated for support of ACPR programs and facilities.
- e.** In consideration of the Foundation's contributions to and support of the County's parks, programs, and facilities, the County shall assist the Foundation, subject to and in alignment with ACPR Guidance and County Guidance, as follows:

- i. advise the Foundation of a liaison or liaisons from the County to the Foundation, designated by the County Executive, to facilitate communications and to attend meetings of the Foundation's Board of Directors;
- ii. suggest potential donors and grant sources to the Foundation;
- iii. coordinate with the Foundation in its efforts to obtain grant awards appropriate to the County's parks, programs, and facilities;
- iv. allow the Foundation to use the County's name (but not its seal) and ACPR's name and logo in its promotional and fund-raising materials, subject to the prior written approval of the County;
- v. allow the Foundation to apply for special event permits to conduct fundraising programs and activities on County properties in coordination with the County without having to pay the County's special event permit application fees or County site/room reservation fees; and
- vi. obtain the approval of the County Board of Supervisors of any grant or donation, including an in-kind donation of goods or services, in an amount equal to or greater than \$500,000.00 (the County Executive being expressly authorized, in the exercise of the County Executive's discretion, to accept any grant or donation less than \$500,000.00).

2. Record Keeping.

- a. All Foundation correspondence, financial records, donor and prospective donor information, and records of every kind belong exclusively to and under the control of the Foundation. The Foundation must maintain such information and records separate and apart from all County records.

6

which was quite some time ago. She said that her three grandchildren had done the same thing within the last five years. She said she expressed her appreciation for their efforts in both teaching lifesaving skills and providing blood for hospitals and emergencies.

Mr. Pruitt said that over the past few months, one could simply turn on the television to remember the critical role that the Red Cross and its sister organizations played in the world. He said that it was not just high-profile, dire conflicts that the Red Cross was addressing; they provided these vital services in various situations. He said that he deployed with the United States Navy twice, and the Red Cross was an essential lifeline for deployed sailors. He said that it was through the Red Cross that they received information about their families' well-being when they were in trouble. He said that it was not through some secret computer system that they learned about their situation; instead, a liaison through the American Red Cross established that connection back home when it was most important.

Ms. LaPisto-Kirtley said that the Red Cross had assisted countless individuals since the beginning. She said that this small tribute was merely to express their gratitude for their contributions. She said that she truly believed they deserved far more recognition and hoped that more people would volunteer for the Red Cross in the future. She said that their efforts not only helped families in need but also saved lives through the blood drive program.

Ms. McKeel said that she truly appreciated the work of the Red Cross as a retired nurse from UVA. She said that she had had extensive experience working with the Red Cross, whether it was organizing events for staff, conducting staff training, or facilitating blood donations. She said that in light of climate change events, she believed that they would require their services even more in the future. She

said that the Red Cross served as a valuable resource for their community.

Mr. Gallaway said that he remained in awe of everything the American Red Cross had accomplished, particularly regarding its symbolism. He said that the symbol commanded respect that few other organizations had achieved. He said that he enjoyed learning about the history presented today. He said that he was unaware that the American Red Cross had such a strong youth volunteer program. He said that he learned that in 1884, six children organized a play that raised \$50, which was donated to the three-year-old American Red Cross. He said that the Red Cross used this money to aid a family affected by severe Midwestern floods. He said that learning about the organization's early beginnings and its growth over time had been fascinating.

Mr. Andrews said that he would like to express his gratitude for all that the Red Cross did. He said that he hoped that everyone would recognize the needs and support them by providing financial assistance, volunteering time, or donating blood.

Mr. Brent accepted the proclamation.

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.

Mr. Andrews confirmed with the Clerk that there was no one signed up to speak.

Subsequently, a member of the public asked to sign up and this agenda item was addressed again following Agenda Item 8. Consent Agenda.

Agenda Item No. 8. Consent Agenda.

Ms. McKeel **moved** to approve the consent agenda.

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.

Item No. 8.1. Approval of Minutes: April 20, May 5, May 18, and May 25, 2022.

Ms. Mallek had read the minutes of April 20, 2022 and found them to be in order.

Mr. Andrews had read the minutes of May 5, 2022 and found them to be in order.

Ms. McKeel had read the minutes of May 18, 2022 and found them to be in order.

Mr. Gallaway had read the minutes of May 25, 2022 and found them to be in order.

By the above-recorded vote, the Board approved the minutes of April 20, May 5, May 18, and May 25, 2022.

Item No. 8.2. Memorandum of Agreement between the County and the Albemarle County Parks Foundation.

The Executive Summary as forwarded to the Board states that the Albemarle County Parks Foundation, Inc. ("Foundation") was incorporated on August 30, 2023, with its purpose to help the County to develop, operate, maintain, and manage public parklands; to accelerate and optimize planned projects; and to enable the development of innovative programs and projects.

Staff worked with the Foundation to prepare a Memorandum of Agreement ("MOA") (Attachment A), which the Foundation endorsed on January 11, 2024, and which the County Attorney has preliminarily approved.

In addition to the MOA establishing operating procedures and assigning responsibilities between the County and the Foundation, the MOA authorizes the County Executive to accept any Foundation grant or donation less than \$500,000.00, which the Board otherwise would need to consider accepting in every instance under terms and conditions proposed by the Foundation. For this reason, the Board must take action approving the MOA terms and authorizing the County Executive to sign on its behalf once the County Attorney approves the MOA as to substance and form.

There are no impacts on the budget if this MOA is approved.

Staff recommends that the Board adopt the attached Resolution (Attachment B) substantively approving the MOA (Attachment A) and authorizing the County Executive to sign the MOA once it has been approved as to substance and form by the County Attorney.

By the above-recorded vote, the Board adopted the resolution of intent as presented in Attachment B, substantively approving the MOA (Attachment A) and authorizing the County Executive to sign the MOA once it has been approved as to substance and form by the County Attorney:

**RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT WITH
THE ALBEMARLE COUNTY PARKS FOUNDATION, INC.**

WHEREAS, the Albemarle County Parks Foundation, Inc. (the “Foundation”) founded and formed on August 30, 2023, as a Virginia nonstock, not-for-profit corporation;

WHEREAS, the mission of the Foundation is to assist and support the County of Albemarle (the “County”) in its continued efforts to operate, maintain, and manage a system of high-quality parks, natural areas, greenways, blueways, community centers, and other recreational facilities throughout the County; and

WHEREAS, the Board finds it is appropriate to memorialize the Foundation’s intentions and operating relationship with the County in a Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia, hereby approves the form of the Memorandum of Agreement attached hereto as Exhibit/Attachment A. The County Executive is authorized to execute and deliver the Memorandum of Agreement that is substantially in such form, containing such completions, omissions, insertions, and changes consistent with this resolution as approved by the County Executive and the County Attorney, whose approval shall be evidenced conclusively by their execution and delivery of the Memorandum of Agreement.

* * * *



MEMORANDUM OF AGREEMENT
between
COUNTY OF ALBEMARLE, VIRGINIA
and
ALBEMARLE COUNTY PARKS FOUNDATION

This Memorandum of Agreement ("MOA") is made by and between the County of Albemarle, Virginia, a political subdivision of the Commonwealth of Virginia ("County"), and Albemarle County Parks Foundation, a not-for-profit Virginia nonstock corporation ("Foundation").

WHEREAS, the County, through its Parks and Recreation Department ("ACPR"), owns, operates, and maintains real estate, buildings, and a variety of different recreational facilities and park lands, and operates a variety of programs and services independently and with the Albemarle County Public Schools, the City of Charlottesville, and the Ivy Creek Foundation, Inc.; and

WHEREAS, one of the County's goals is to operate, maintain, and manage a system of high-quality parks, natural areas, greenways, blueways, community centers, and other recreational facilities throughout the County; and

WHEREAS, ACPR's vision is to create unparalleled outdoor and recreational experiences right here at home by providing a unique system of parks, trails, and recreational experiences, while being superior stewards of the environment; and

WHEREAS, the Foundation was founded and incorporated in 2023, for the purposes of (a) assisting and supporting the County by cultivating community relationships and facilitating a sustained supply of external resources, in order to help the County, through ACPR, best develop, operate, maintain, and manage public park lands, accelerate and optimize planned projects, and enable the development of innovative programs and projects, (b) obtaining and providing in-kind contributions and support services, guiding the exchange of management skills between the County and external stakeholders, and obtaining and donating financial resources, equipment, and/or materials, in order to help maximize the recreational potential, environmental sustainability and educational opportunities of, and overall visitor experiences at, ACPR facilities and lands, (c) promoting increased public awareness of the resources the County offers, through ACPR, to the Albemarle County community, and (d) recognizing ACPR staff and citizen-volunteers by acknowledging and celebrating outstanding performance and contributions throughout the community; and

WHEREAS, the Foundation operates as a legal entity separate from the County and is governed independently by a Board of Directors, the members of which are not employed by the County; and

WHEREAS, the County and the Foundation wish to cooperate to sustain and strengthen the successful operation, maintenance, and management of existing parks, recreational facilities, and recreational programs, and to expand and accelerate the development, delivery, and operation of the County's planned parks, greenways, blueways, community centers, and recreational programs by memorializing the Foundation's and the County's respective responsibilities.

NOW, THEREFORE, in consideration of the above and the mutual efforts of the County and Foundation, they agree as follows:

1. Operating Procedures.

a. In its efforts to obtain donations, the Foundation shall communicate the following information to prospective donors:

- i.** the Foundation is a separate legal entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit, support, and enhancement of the County's existing, future and planned parks, facilities, programs, and other recreational amenities;
- ii.** the Foundation's Board of Directors is responsible for the Foundation's governance, including the recruitment of volunteers, planning and management of projects, and investing of its endowment and other funds; and
- iii.** funds donated to the Foundation in support of any of the County's parks, facilities, or programs must be made to the Foundation and not to the County or ACPR.

b. The Foundation agrees that in its efforts to solicit and accept donations of any kind, the Foundation shall:

- i.** coordinate its funding goals, programs, and campaigns with the County so that together the County and the Foundation can ensure the Foundation's efforts align with (A) ACPR's vision, mission, community needs assessment(s), priority projects, procedures and policies (collectively, "ACPR Guidance"), and (B) the County's vision, mission, strategic plan, comprehensive plan, current and future master plans,

and other internal plans, policies, and procedures (collectively, “County Guidance”);

- [illegible]

- iii. obtain all necessary permits, licenses, special insurance, equipment, and inspections for Foundation programs, activities, events, and projects, and pay all expenses incidental to the planning and conduct of such programs, activities, events, and projects;
 - iv. plan, coordinate, and work with the County on specific park programs, projects, and funding opportunities, which the parties contemplate may require additional agreements from time-to-time, both between the County and the Foundation, and among the County, the Foundation and third parties;
 - v. be solely responsible for recruiting, enrolling, instructing, and managing its members, volunteers, and contractors;
 - vi. plan, coordinate, and work with the County on fundraising activities, including those activities to occur on park properties;
 - vii. expend donations, both financial and in-kind, in support of Foundation operations and in furtherance of Foundation programs, activities, and projects, and events that are intended to benefit County parks programs and facilities; and
 - viii. upon dissolution, apply all remaining funds designated to support a specific site, program, or project to the County to be used as designated for support of ACPR programs and facilities.
- e. In consideration of the Foundation's contributions to and support of the County's parks, programs, and facilities, the County shall assist the Foundation, subject to and in alignment with ACPR Guidance and County Guidance, as follows:

- i. advise the Foundation of a liaison or liaisons from the County to the Foundation, designated by the County Executive, to facilitate communications and to attend meetings of the Foundation's Board of Directors;
- ii. suggest potential donors and grant sources to the Foundation;
- iii. coordinate with the Foundation in its efforts to obtain grant awards appropriate to the County's parks, programs, and facilities;
- iv. allow the Foundation to use the County's name (but not its seal) and ACPR's name and logo in its promotional and fund-raising materials, subject to the prior written approval of the County;
- v. allow the Foundation to apply for special event permits to conduct fundraising programs and activities on County properties in coordination with the County without having to pay the County's special event permit application fees or County site/room reservation fees; and
- vi. obtain the approval of the County Board of Supervisors of any grant or donation, including an in-kind donation of goods or services, in an amount equal to or greater than \$500,000.00 (the County Executive being expressly authorized, in the exercise of the County Executive's discretion, to accept any grant or donation less than \$500,000.00).

2. Record Keeping.

- a. All Foundation correspondence, financial records, donor and prospective donor information, and records of every kind belong exclusively to and under the control of the Foundation. The Foundation must maintain such information and records separate and apart from all County records.

- b.** The Foundation shall maintain publicly available, updated, and current copies of its articles of incorporation, bylaws, and amendments to such governing documents. The Foundation shall provide to the County a photocopy of its IRS Form 990 (Return of Organization Exempt from Income Tax) without any accompanying documentation disclosing the names of any specific Foundation donors.
- c.** The Foundation shall prepare and reconcile on an annual basis a Treasurer's Report, which it will share with the County. Additionally, the Foundation will provide annually to the County a financial report prepared in accordance with *Statements of Financial Accounting Standards 117* (Financial Statements for Not-for-Profit Organizations). This financial report must be provided to the County on or before June 30 of each year, but it shall not contain any information disclosing the names of any specific Foundation donors.
- d.** Nothing in this MOA shall be construed to preclude the County from disclosing any records as and to the extent required by the Virginia Freedom of Information Act.

3. No Agency, Partnership, or Employment Relationship.

This MOA does not create a partnership between the Foundation and the County and creates no rights or duties arising from a partnership. Neither does this MOA create an agency relationship between the Foundation and the County. No rights of or entitlement to employment between the parties and their respective officers, directors, employees, agents, members, or volunteers arise by virtue of this MOA.

4. Insurance, Indemnification, and Hold Harmless.

- a.** Prior to the commencement of any project or the conduct of any special event on County property, the Foundation shall provide to the County a certificate of insurance evidencing maintenance by the Foundation of (i) commercial general liability insurance, in an amount not less than \$1,000,000.00, covering all of the Foundation's operations relating to the performance (A) by the Foundation and its officers, directors, employees, agents, members, and volunteers of work under this MOA on County property, and (B) by the Foundation of its other obligations under this MOA, and (ii) directors and officers liability insurance, in an amount acceptable to the County. The County (and the City of Charlottesville, Virginia, if the performance concerns Darden Towe Park or Ivy Creek Natural Area), and their officers, employees, and agents shall be named as additional insureds. The certificate of insurance must provide, in a substantially similar form, that the insurance covered by the certificate shall not be canceled or materially altered except after thirty (30) days written notice provided to and received by the County. Such insurance coverage shall be primary and noncontributory. The Foundation defends, indemnifies, and holds harmless the County and the City of Charlottesville, as the case may be, and their officers, employees and agents from claims, suits, liability, damage, and expenses of any kind that might arise from the Foundation's or its officers', directors', employees', agents', members', or volunteers' negligence, recklessness, or intentional misconduct or the Foundation's failure to perform its obligations under this MOA. The provisions of this section shall survive termination of this MOA as to acts or omissions occurring prior to the effective

date of termination. Nothing in this MOA shall be construed to waive or limit the County's or the City of Charlottesville's sovereign immunity or to waive or limit any immunity the Foundation may enjoy under Virginia law as a charitable non-profit organization or by virtue of its work in County park facilities. By signing this MOA, the Foundation certifies that, as of the date of this MOA, it has no employees and is not subject to Workers' Compensation Insurance requirements under Title 65.2 of the Code of Virginia, 1950, as amended. If at any time hereafter the Foundation becomes subject to such Workers' Compensation Insurance requirements, then it must certify in writing its compliance with such requirements and provide to the County written verification of Workers' Compensation Insurance coverage.

- b.** If the Foundation organizes and provides services to the County under this MOA, the Foundation shall require all of its officers, directors, employees, agents, members and volunteers who provide such services under this MOA to sign an Assumption of Risk, Release of Liability, and Indemnification Agreement (each a "Release Form" and collectively, the "Release Forms") before providing such services. The Foundation must maintain all original Release Forms for at least three (3) years after the conclusion of a project covered by such Release Form and provide to the County a true copy or copies upon request. Parents, guardians, or legal custodians of members and volunteers under the age of eighteen (18) years must sign Release Forms on their own behalf and on behalf of the minor member or volunteer participating hereunder.

5. Term.

This MOA becomes effective upon execution by all parties. The initial term of this MOA shall expire on December 31, 2028. It may be renewed for subsequent five-year terms upon the written consent of both parties.

6. Termination.

Either party may terminate this MOA in whole or in part at will by delivering to the other party written notice of termination at least ninety (90) days prior to the effective date of any such termination.

7. Dispute Resolution.

If a dispute as to any provision of this MOA arises or if either party materially breaches or fails to perform its obligations under this MOA, the other party may give written notice of the dispute or material breach. The parties will meet to resolve the dispute or material breach within thirty (30) days of receipt of the notice. If the parties fail to resolve the dispute within sixty (60) days of such notice or a longer time upon which the parties might agree, the parties will enlist the services of a mediator to resolve the dispute.

8. Notice.

Any notice or notices required or permitted to be given under this MOA shall be given by certified mail, postage prepaid, to the following at the noted addresses. Any notice or notices provided shall also be delivered in a pdf format by email.

To the County:

Albemarle County Parks and Recreation
401 McIntire Road
Room 118
Charlottesville, Virginia 22902
Attention: Director
Email: bcricke@albemarle.org

with a copy to:

County of Albemarle
401 McIntire Road
Suite 228
Charlottesville, Virginia 22902
Attention: County Executive
Email: jrichardson3@albemarle.org

To the Foundation:

Albemarle County Parks Foundation
109 Vincennes Road, Charlottesville, VA 22911
Attention: Lesley Hamilton
Email: teddyhamilton59@gmail.com

9. Mechanic's Liens.

During the term of this MOA, the Foundation will promptly remove or release any mechanic's or materialman's lien attached to or on any County property or any portion by reason of any act or omission of the Foundation, its contractors or its agents in connection with any activity performed by the Foundation. The Foundation will hold harmless the County and the City of Charlottesville, as the case may be, and their respective officers, employees, agents, and volunteers from any such lien or claim of lien. This provision shall survive termination, cancellation, or expiration of this MOA.

10. No Funding Obligations.

This MOA creates no fiscal or funding obligation on either party. Nothing in this MOA shall be construed to require either party, the Albemarle County Board of Supervisors, the Board of Directors of the Foundation, or any affiliate, agency, or department of the parties or respective boards to obligate or expend funds.

11. Ownership of Improvements.

Unless the parties otherwise agree in writing, all improvements made under this MOA belong to and are owned by the County, provided that any improvements made pursuant to this MOA at Darden Towe Park or Ivy Creek Park shall be jointly owned by the County

and the City of Charlottesville. The parties intend immunity from liability for damages arising from the installation, maintenance, and operation of any improvement hereunder, as provided in Virginia Code § 15.2-1809, as amended, and under Virginia common law and other statute, shall apply fully and without limitation.

12. Modification, Amendment, and Waiver.

Modification or amendment of this MOA and waiver of any of its provisions must be done only in writing executed by the party against whom such modification, amendment, or waiver is sought to be enforced.

13. Severability.

Any provision of this MOA which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the MOA's remaining provisions.

14. Governing Law and Venue.

This MOA and all matters related hereto shall be governed exclusively by the laws of the Commonwealth of Virginia and all questions arising with respect to the validity, interpretation, obligations, or performance under and pursuant to this MOA shall be determined in accordance with such laws. The Foundation shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted in the performance of its obligations set forth in this MOA. Any and all suits for any claim or for any and every breach of duty arising out of this MOA shall be maintained in the appropriate court of competent jurisdiction in the County of Albemarle, Virginia.

15. Entire Agreement.

This writing constitutes the entire agreement of the parties and there may be no modification to this MOA except in a writing executed by the authorized representatives of the Foundation and the County.

16. Participation in Similar Activities.

This MOA is non-exclusive in that it does not restrict either party from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.


IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives as of the latest date noted below.

COUNTY OF ALBEMARLE, VIRGINIA

By: 
Jeffrey Richardson
County Executive

3/7/24
Date

Approved as to form:


County Attorney

ALBEMARLE COUNTY PARKS FOUNDATION

By: Lesley Hamilton Digitally signed by Lesley Hamilton
Date: 2024.03.02 16:02:11 -05'00'
Name: Lesley Hamilton
Title: President

03/02/2024
Date

Item No. 8.3. SE202300035 Afton Scientific Loading Space Special Exception Request.

The Executive Summary as forwarded to the Board states that the subject property currently has a site plan under review for redevelopment, with 2,968 sq.ft. of industrial office space and 11,000 sq.ft. of industrial floor area proposed. Based on the square footage of the proposal, two loading spaces would be required under County Code Section § 18-4.12.13(c). The applicant is requesting a special exception to modify the minimum number of loading spaces required by County Code §18-4.12.13(c) to one loading space.

Staff analysis of the request is provided as Attachment C.

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

By the above-recorded vote, the Board adopted the resolution as presented in Attachment D to approve the proposed special exception:

**RESOLUTION TO APPROVE
SE202300035 AFTON SCIENTIFIC LOADING SPACE**

BE IT RESOLVED that, upon consideration of the staff reports prepared in conjunction with SE202300035 and the attachments thereto, including staff's supporting analysis, all of the comments received, and all of the relevant factors in Albemarle County Code §§ 18-4.12.13(f) and 18-33.9, the Albemarle County Board of Supervisors hereby finds that:

- a. the public health, safety or welfare would be equally or better served by the proposed modification;
- b. the proposed modification would not be a departure from sound engineering and design practice; and
- c. the proposed modification would not otherwise be contrary to the purpose and intent of the Zoning Ordinance;

WHEREUPON, the Albemarle County Board of Supervisors hereby approves SE202300035 Afton Scientific Loading Space, to modify the minimum number of loading spaces otherwise required by Albemarle County Code § 18-4.12.13(c) on Parcel 07700-00-00-009A0 from two to one.

Item No. 8.4. Land Use and Environmental Planning Committee Semi-annual Report, July through December 2023, **was received for information.**

Item No. 8.5. Board to Board, A Quarterly Report from the Albemarle County School Board to the Albemarle County Board of Supervisors, **was received for information.**

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.

The Clerk, Ms. Borgersen, said there was a late signup for Agenda Item 7. From the Public.

Mr. Andrews asked the Board to modify the final agenda and allow the individual to participate.

Mr. George Stephens, Samuel Miller District, said that he had served as the Chief of the North Garden Volunteer Fire Company for 23 years and had been a volunteer firefighter for 42 years. He said that he was deeply concerned about the safety of their community due to the critical staffing shortage faced by the North Garden Volunteer Fire Company, which had been serving Albemarle County for over 53 years. He said that they required County support to continue serving effectively and maintaining community safety.

Mr. Stephens said that recently, the County had denied their request for 24/7 career staffing at the North Garden Fire Station. He said that the station responded to over 800 calls per year, most of which occurred outside the current weekday career staffing hours of 6 a.m. to 6 p.m., Monday through Friday. He said that this highlighted the increased challenges of adequately staffing and covering those calls with their shrinking and aging volunteer base. He said that in June of 2023, their membership had unanimously voted to request 24/7 career staffing, recognizing that this was the best decision for their community.

Mr. Stephens said that understanding that implementing and increasing career staffing was a multi-year process due to funding, training, and deployment considerations, they had submitted their request to Chief Eggleston in July of 2023, hoping that staffing could be in place by 2025. He said that they acknowledged that the requested 24/7 staffing of three may still require volunteer augmentation. He said that their community deserved a stable minimum level of emergency services. He said that residents of the North Garden area should not receive lesser response than other areas due to the shrinking and aging volunteer base, being the first volunteer department in the County to admit its limitations of services going forward.

Mr. Stephens said that they requested that the Board of Supervisors: determine the financial impact of their request so that the Board could evaluate the public safety matter and weigh it against other funds; request ACFR (Albemarle County Fire Rescue) to evaluate the impact of meeting their staffing request with the current recommended FY25 FTE (full-time equivalent) count by redistributing resources if necessary; inquire from staff about the deployment plan with or without their request, assuming they were not able to cover their calls, and in particular, increase 24/7 staffing at Station 17, which was anticipated to respond outside of Albemarle County due to its non-central location; and given their central location and membership dynamics, consider reversing staffing recommendations and funding for the 2025 budget, including 24/7 staffing for North Garden Fire Station.

Agenda Item No. 9. **Work Session:** FY 2025 Operating and Capital Budget.

Mr. Andy Bowman, Assistant Chief Financial Officer, said that he would look ahead to the months ahead and the remainder of the budget process. He said that the work session would not involve any planned actions; instead, it served as the first introduction for discussion and dialogue in the recommended budget. He said that there was one item toward the end of the meeting concerning public

works at the Rivanna Solid Waste Authority where they would ask for Board consensus. He said this would not result in final action; it would merely be consensus that would come back at a later date.

Mr. Bowman said that he would like to draw their attention to an important milestone on March 25. He said that on that day, the Board of Supervisors would be asked to take action to propose a budget for public hearing and to propose tax rates for advertisement. He said the date was significant because when the Board of Supervisors advertised a tax rate, the Board would only be able to adopt tax rates that were at that amount advertised or less.

Mr. Bowman said that the work sessions would focus on providing summary-level information, building upon feedback from previous Board meetings. He said that the presentation would be more detailed than the County Executive's but less detailed than the budget document itself. He said that frequent breaks would allow for Board discussions, and staff would be available for general questions during these breaks. He said that unanswered questions would be addressed through follow-up communication and posted online for public transparency.

Mr. Bowman said that the second item of focus would be potential adjustments desired by the Board, known informally as "the list." He said that staff would provide a list of items not included in the budget due to balancing requirements, organized by strategic goal. He said that this list would be sent out the next morning. He said that the presentation would focus on aligning budget contents with the Strategic Plan. He said that if there were any items requiring adjustment, the Board could raise those at any point. He said that their approach, which had proven effective in the past, was to collect all potential adjustments and present them to the Board as one package for consideration.

Mr. Bowman said that regarding the work session agenda, they would begin with an overview of the budget in total. He said that following this, they would discuss general fund revenues in detail. He said that after that, they would cover general fund expenditures in summary form. He said that at this point, they would take a break if the Board desired to. He said that continuing after the break, they would delve into general fund expenditures in more depth.

Mr. Bowman said that they had made a slight adjustment to the original agenda by swapping public works and public safety, as there was one item in public works related to Rivanna Solid Waste Authority (RSWA) that they wanted to ensure they received Board direction on. He said they aimed to cover as much material as possible while also allowing sufficient time for Board members to work through the content. He said that if they did not cover everything today due to the 4:45 PM hard stop on the agenda, they could continue discussing these items on Monday after hearing from the School Board.

Mr. Bowman said that he would begin by discussing the process of creating the total budget at a high level. He said that this was based on the Strategic Plan that the Board of Supervisors approved in fall 2022. He said the Board focused on the goals and objectives of that Strategic Plan, which staff then followed up by identifying work plans and projects to achieve the outcomes of those six goals. He said that last fiscal year, the Board primarily worked on aligning resources in the County to advance these objectives. He said that FY25 will continue building momentum from the previous fiscal year.

Mr. Bowman said that the Strategic Plan was a critical piece but not the sole factor considered when balancing the budget. He said the Board of Supervisors was committed to financial planning and stewardship. He said that since the last budget adoption, the Department of Finance and Budget had appeared before the Board ten times for various financial reports and processes. He said that these included economic outlook report, bond issuances, and five-year financial planning. He said that all these examples were interconnected through strategic goals.

Mr. Bowman said that the total all funds budget included the general fund, their largest primary fund, capital program, County debt service, other grant funding, and the Public Schools operating fund. He said the total all funds budget had increased by approximately \$74 million or 13% compared to the previous year. He said that the reasoning behind this increase was shown in the charts on pages 50 and 51.

Mr. Bowman said that the County Executive mentioned in his initial comments that one of the most significant variables in the total budget was the capital budget. He said that by nature, capital projects stopped and started and changed year to year due to programmed changes. He said that this was one of the reasons why, when examining the total all funds budget, they observed significant revenue and expenditure growth in this area. He said that to delve into the math behind that concept, consider their County's local revenues. He said that these primarily consisted of tax revenues received into the general fund, which subsequently funded other funds. He said that these amounted to approximately \$19 million or 5%. He said that this figure was largely influenced by fluctuations in the overall local economy.

Mr. Bowman said that regarding other fund drivers, there was an increase of \$62 million or over 260%. He said that this substantial growth was primarily attributed to developments in the capital program, where next year's budget included the construction of the southern feeder pattern elementary school. He said that there were other project cost increases that were not factored into the budget because they were not being constructed at that time. He said that this trend, where capital projects influenced the total budget, was common from year to year. He said the number could fluctuate based on the projects being constructed in that particular year.

Mr. Bowman said that another significant change pertained to state revenues, which had

decreased by \$6 million. He said that this reduction was mainly due to the impact of the Public Schools draft budget, which had seen its revenue number decline by approximately \$8 million according to the governor's budget. He said that this situation was being closely monitored as it progressed through the General Assembly.

Mr. Bowman said that performing some quick calculations, the \$19 million in local revenues plus \$62 million from capital projects minus \$6 million in state revenues resulted in a \$75 million increase. He said that any other changes in this figure could be attributed to rounding or minor adjustments in other revenues. He said he wanted to present this slide because while the \$75 million increase was noteworthy, it did not fully capture the entire picture of ongoing daily operations versus capital budget expenditures.

Mr. Bowman said that revenues were half of the equation for a balanced budget, and their budget and expenditures must be grounded in available revenues. He said that after discussing this chapter, he would address any questions from the Board. He said the focus of the content would be on the County's general fund rather than the total County budget for three reasons. He said that first, this was where all local tax revenue was received. He said that second, it was the primary funding source for School operations, the capital program, and the County's debt service applications. He said that third, this was the fund where the Board of Supervisors has the maximum amount of policy discretion.

Mr. Bowman said there were two key points at a high level he wanted to highlight: general property taxes continued to be the primary source of general fund revenues at about two-thirds, primarily from real estate and personal property; and state and federal revenue made up only 9% of the general fund.

Mr. Bowman said that the balanced budget was based on current tax rates of real property, personal property, food and beverage, and transient occupancy. He said that food and beverage was at the statutory cap at 6%, and the County did not have enabling authority to increase that further.

Mr. Bowman said that as they examined the revenue projection, the Board received an economic outlook report every fall from Virginia Tech, which included input from a team of academics, practitioners, and economists. He said the conclusions from that presentation indicated that their economy was overall healthy and strong, and they followed state and national trends.

Mr. Bowman said the presentation foreshadowed that they should anticipate a slowdown compared to where they had been in the last few years, emerging from the bounce back in revenues from the pandemic. He said that this slide was a good summary of where they had actually ended up, and the advice they received in the fall had tracked pretty closely. He said that to illustrate this, he wanted to show them a long-term historical comparison of their revenues.

Mr. Bowman said that he wanted to discuss how the County's revenues changed over the last 16 years to provide a grounding for their current situation. He said that the blue bars on the slide showed the County's actual general fund revenue changes from year to year, from FY07 to the present. He said that FY07 was the starting point because that was when the County began annual real estate reassessments. He said that prior to then, history was a bit choppy.

Mr. Bowman said that before the Great Recession, there was strong revenue growth, but from FY09 to FY14, growth was much more muted, with a decline in revenues one year in FY10. He said that for the most part, those were at 2% or below.

Mr. Bowman said that after the initial recovery from the Great Recession and up until the pandemic, revenues were at or above the long-term average. He said the average of that period was shown in yellow. He said that with the onset of the pandemic in the fourth quarter of FY20, there was another recession that was deep but brief in terms of impact. He said following that, from FY21 to 23, there was a strong rebound in real estate and commercial activity and business activity across the board.

Mr. Bowman said that in FY24, sustained revenue growth was nearly equivalent to the average, even exceeding projections by 1%. He said that according to government financial forecasting standards, this fell within the acceptable range of performance. He said that they were indeed making progress, but a slowdown compared to previous years' growth rates had already arrived. He said that they anticipated this trend continuing in FY25, characterized by steady revenue growth, which they were closely monitoring. He said that they had learned from the economic outlook report that there were mixed signals in the economy; however, overall, it had proven resilient thus far.

Mr. Bowman said that with this high-level perspective in mind, they would examine two significant revenue sources in greater detail. He said the first was real estate tax revenue, which accounted for the majority of County revenues. He said that the recommended budget was based on the current rate of \$0.854 per \$100 assessed value. He said that if the Board of Supervisors desired a change in this rate, either positive or negative, the impact would be \$2.9 million on the budget. He said that according to the funding formula in the Board of Supervisors' financial management policies, this allocation would be distributed to capital and debt, Public Schools operating, and County Government operating as shown on the slide as follows: 10%, 54%, and 36%.

Mr. Bowman said he wanted to emphasize two last points related to the tax rate adjustment. He said that in January, their County assessor informed the Board that they had a real estate assessment of 4.07% for CY2023. He said that as part of the legal advertisement, there was a term in Virginia Code known as the lowered or effective tax rate. He said this rate was designed to indicate what the tax rate

would be if the Board were to adopt a tax rate that essentially offsets the growth of 4.07% reassessments. He said that in this case, it would be \$0.821 per \$100 of assessed value.

Mr. Bowman said that moving into the second largest tax revenue category, they had personal property taxes, which applied to vehicles, motorcycles, boats, airplanes, machinery, tools, and other personal property. He said that the rate was \$3.42 per \$100 of assessed value. He said that a penny on the tax rate was about \$100,000 in revenue. He said that in CY22, car values increased significantly by more than 20%. He said that to partially offset this change, the Board of Supervisors reduced the rate by 86 cents from \$4.28 to \$3.42. He said that in CY23, car values fell, and the rate remained at \$3.42. He said that for CY24, they projected another decline in car values.

Mr. Bowman said that from FY24 adopted to the 25 recommended budget, there was a drop of \$1.2 million in revenues. He said that if they were to offset this change by altering the rate in personal property taxes, there would need to be an increase of 13 cents up to \$3.55 for \$100 valuation to maintain equivalent revenues from the previous year. He said that moving beyond property taxes, they should discuss other local taxes, specifically highlighting the major ones.

Mr. Bowman said that four revenues made up 80% of other local taxes. He said that regarding their impact on economic cooling, they should examine sales tax and food and beverage taxes together. He said that if they compared year-over-year changes from 24 months ago, they would see double-digit percentage changes, which was historically high and unusual. He said that this year, revenues had grown but at a pace closer to average than historical levels. He said that when they analyzed other communities, the state, and other economic trends, this was evident elsewhere. He said the FY2025 budget anticipated that the current trend will continue into FY2025, neither slowing down into a recession nor experiencing a rebound but rather remaining stable.

Mr. Bowman said the third revenue source, not as significant but still notable in terms of its impact by consumer activity, was the transient occupancy tax (TOT). He said that this revenue was growing dramatically, with an 18% growth forecast for next year. He said much of this growth was actually taking place in the current year. He said that this revenue was probably the most impacted during the pandemic recession and was the slowest to recover following sales, real estate, food and beverage, and other taxes. He said that based on economic trends and data analysis, staff's projection was that this revenue would also begin to moderate in the coming year and not maintain its historic pace, simply because that was what they had seen in other consumer taxes.

Mr. Bowman said the business professional and occupational licenses (BPOL) tax was forecast to grow by 1.5%. He said that by studying this revenue, in collaboration with their analysts and revenue administration team, they had found that it typically trailed sales tax growth, which is why its growth rate was slightly lower than sales tax.

Mr. Bowman said that while many of these taxes came in on a monthly basis, BPOL was different, as it was based on the prior year's gross receipts for a business rather than monthly receipts that could be tracked.

Mr. Bowman said that the slide demonstrated the results of the Board's actions two years ago when they implemented the TOT, the food and beverage tax, and the cigarette tax in part to fund Board priorities and in part to diversify the tax base, reducing reliance on a single source of revenue.

Mr. Bowman said that over the past 20 years, property taxes had increasingly become part of the budget. He said that in the last three budgets, their strategy had proven effective, where they had not reduced reliance on property taxes, but they had remained stable at around 66-67% of the budget. He said that other changes over time could be seen in the other sources depicted in the graph. He said that approximately 20 years ago, state and federal funding constituted a larger portion of their budget compared to today.

Mr. Bowman said that moving on to the state budget, which amounted to \$30 million or 7% of their total budget, he acknowledged that the General Assembly had not yet finalized this year's budget. He said they would closely monitor this situation. He said that to provide the Board with some assurance regarding their risk profile, he would examine the sources of revenue for this budget. He said that approximately half of this revenue came from the Personal Property Tax Relief Program. He said there had been discussion from the governor about potentially altering personal property tax policies; however, no specific budget proposals had been made at that time. He said that for the past 15 years, \$15 million from this program had been received at a fixed amount.

Mr. Bowman said the next largest category was money reimbursed for programs from the Department of Human and Social Services. He said that these funds were then spent and reimbursed by the state. He said that there was \$3.2 million allocated for public safety support, commonly referred to as House Bill 599 funding for Police Department support. He said this amount was included in the governor's budget, and they would continue to monitor any changes. He said that the telecommunications tax was declining but was not related to state policies; rather, it reflected consumer trends in telecommunications.

Mr. Bowman said that they received support from the Compensation Board for their elected constitutional officers and the registrar. He said other revenues were amounting to approximately \$1 million, primarily their vehicle rental tax that flowed through the state. He said that understanding the composition of their budget was important, and their staff would continue to monitor any changes in the General Assembly's budget or other sources of revenue.

Mr. Bowman said that in his revenue presentation, he would discuss the County's use of General Fund fund balance. He said that by examining the audit or the adopted budget, one could observe that at the end of FY23, there was an unassigned fund balance of \$91.3 million. He said this funding could be broken down into several categories. He said the majority of this balance was committed in FY24 based on the Board's financial management policies. He said the most notable policy was the 10% unassigned fund balance policy, which existed to ensure the County's cash flow, maintain its operations, and provide resiliency in case of disruptions. He said this policy could be thought of as a hurricane fund in case of catastrophic events, preventing the County from engaging in short-term borrowing to make their ends meet. He said this metric was reviewed annually as part of their Triple Triple A bond rating.

Mr. Bowman said that there was also a 2% budget stabilization reserve that was more flexible, and the Board had established guardrails around this in its policies. He said that there was also a 2% reserve in education that totaled \$9.1 million. He said that furthermore, there was \$15.6 million for funding that either was included in the adopted budget or was appropriated from last year to this year in continued projects that crossed fiscal years.

Mr. Bowman said that after these categories, there was approximately \$8.8 million allocated for one-time expenses. He said there was a \$1.3 million transfer to the health fund, and there was also a \$2 million one-time transfer to the housing fund to support the Board's efforts and Housing Albemarle. He said there were other one-time costs in the general fund that he would not speak to in detail but could address if there were Board questions.

Ms. Mallek said that she was glad that the information referenced FY07 was valuable when considering the recession in 2009. She said that there was no federal intervention during that time, leading to a significant dip compared to recent years when ARPA (American Rescue Plan Act) funds and CARES (Coronavirus Aid, Relief, and Economic Security Act) funds provided stability.

Mr. Pruitt asked if they possessed any information or understanding regarding how their neighboring localities had reacted to fluctuations in both the used car market and real estate prices. He asked if they could determine the number of localities that implemented stabilization measures and the number that continued to maintain those measures.

Mr. Bowman said that this was not something that staff had researched in the last two years; however, they could conduct research to determine what happened to people's rates. He said that the results were likely inconsistent across various locations. He said that they could consider this as a follow-up and present their findings to the Board afterward.

Mr. Gallaway said that he could share information he learned from the TJPDC (Thomas Jefferson Planning District Commission). He said that Greene County chose to provide rebates instead of adopting their method. He said that most localities looked to what Albemarle County did and wished that they had done the same. He said some jurisdictions lowered it or delayed past the County's action.

Mr. Pruitt said that they should gather data on used car values and compare them to both their previous levels and a 20-year running average. He said that this would help them determine how much they had stabilized since the pandemic began and where they would have expected to be without it.

Mr. Bowman said that upon examining car values over an extended period, they may observe similar trends in their fluctuations as seen in real estate values annually. He said that although personal property can be more complex, they could present data that demonstrated this trend in car values and their changes over time.

Mr. Pruitt said that he was examining the graph, and he was curious to know if it took into account their changes to real property tax. He said that he recalled that they had had two such changes in this time frame.

Mr. Bowman said that the chart reflected all general fund revenue activity. He said that included the reassessments that occurred, any tax rate decisions the Board made, any new taxes the Board implemented, and any revenues the state took away were included. He said that this was the complete story of everything, excluding CARES and ARPA funding.

Mr. Pruitt said that he needed assistance in understanding the unassigned fund balance and its differences from other financial concepts, such as their reserve fund. He said that although they had discussed this topic before, he still struggled to comprehend these distinctions. He said that he was aware that they had recently increased the allocation for their reserve fund but not for the unassigned fund balance. He said that he was seeking clarification on whether the unassigned fund balance served as an operating slush fund for overruns and unexpected expenses in a given year. He said that he would like to know if this fund was carried over from year to year and utilized in projecting the budget for the next fiscal year.

Mr. Bowman said that the funding was for one-time allocations. He said that if used, the expectation in financial management policy was that it would be replenished as quickly as was reasonably possible. He said that he would clarify this during their future work session in the non-departmental chapter. He said that there was approximately \$500,000 reserved for unforeseen events during the year. He said that this budget management tool was for managing small-term opportunities that arose throughout the year.

Mr. Bowman said that since its implementation in 2017, the budget stabilization reserve had not been utilized. He said that the reserve was intended to be among the strategies available in challenging budget years or unanticipated situations. He said it may be used from time to time as necessary to address unforeseen one-time emergencies or unanticipated expenditures required to maintain service quality or smooth out revenue fluctuations within a fiscal year. He said that it was not meant to be an ongoing source of funding, and balances should be replenished as quickly as was reasonably possible. He said that should there be a desired use of that by the Board, it would really be the Board's policy interpretation in that situation.

Mr. Pruitt said that they had allocated 14% of their budget specifically for reserves, including the stabilization reserve, the School's reserve, and the unassigned fund balance.

Mr. Jacob Sumner, CFO, said that the County's Triple Triple A rating was maintained through careful budget planning and fiscal stewardship over many years. He said that the unassigned fund balance was a key metric that credit rating agencies and financial markets used to assess their fiscal stability. He said that this dollar amount was not created in just one year; rather, it was an accumulation of years of responsible budgeting practices. He said that to maintain their strong credit rating and demonstrate their commitment to fiscal responsibility, they must continue to focus on keeping 10% of their fund balance unassigned.

Mr. Pruitt said that previously, they were managing this at 13%, and he believed localities could accomplish it at 10%. He said that he was curious about other peer localities' accomplishments with their reserve funds and what credit agencies expected in terms of caution regarding public funding utilization. He said that he thought the purpose of government was to address current needs, while maintaining stability and proper planning.

Mr. Pruitt said that stability should not be the primary goal; however, it should be a constraint that supports their main objective: meeting citizens' needs. He said that he worried that the size of the unassigned balance was consistent with the needs and goals of the County. He said that he was concerned that they may have prioritized this constraint to be the primary goal.

Mr. Bowman said that he would propose, as a follow-up, that they examine some of their Triple Triple A peer localities, and they would assess their financial policies in comparison to theirs.

Ms. LaPisto-Kirtley said that she would like to clarify a point regarding their state revenues. She said that she noticed that they had decreased by \$6 million, primarily due to changes in the state budget and its effects on Public Schools. She asked if they had any information about whether this shortfall would be replenished by the state or if they should expect no assistance in this matter.

Mr. Bowman said that he would ask on Monday when the Public Schools would present their budget for this year. He said that they would be able to provide a more thorough update regarding their current financial situation. He said that he would give them a heads-up beforehand. He said that he was certain they had already begun preparing to discuss this matter, but he would ensure they were well-prepared to address it.

Ms. LaPisto-Kirtley said that regarding Mr. Pruitt's questions, her understanding was that the \$10 million was intended to support their Triple Triple A rating, while the \$2 million served as a contingency fund for emergencies without depleting the \$10 million if possible. She said that she would like to inquire about the food and beverage tax. She said that they had discussed not being able to increase that rate anymore.

Mr. Bowman said that currently, Albemarle County's tax rate was at 6%, which was the maximum allowed by state law. He said that other localities may have varying authority; however, Albemarle County's limit was set at 6%.

Ms. LaPisto-Kirtley asked if the TOT could be increased.

Mr. Bowman said that unless there had been a change in state law, his understanding was that they had the ability to increase that one. He said that he would share the intention of the Board regarding these updates from a couple of years ago, which matched the City of Charlottesville's rates at that time.

Ms. LaPisto-Kirtley said that she understood that the City of Charlottesville may be considering raising their rates. She said that it was brought up but not yet voted on. She said that the TOT had been the fastest growing, primarily due to an influx of people coming into the area post-pandemic.

Mr. Bowman said that yes, it was individuals arriving and deciding to remain in their community.

Ms. McKeel said that she would like to emphasize the state and federal revenue information because she believed it was important for their public to understand that this graph demonstrated that in 2003, their revenues were approximately 17.6% from state sources. She asked if this included both state and federal revenues.

Mr. Bowman said that it combined both state and federal revenues.

Ms. McKeel said that currently, they faced a significant decrease, with 9.2%. She said that this

was one of many challenges they had encountered over the past decade. She said that it was essential for the public to recall that they had not received level funding. She said that this represented a substantial decline in their funding. She said that despite rising bills, they received less money from the state.

Mr. Bowman said that he would give one example if it helped the Board or the public who may be listening. He said that he believed it was about FY20 or 21 when the County used to receive every year approximately \$600,000 in a portion of the recordation tax that was collected by the state. He said that the General Assembly made a change where that funding was redirected for transportation needs in the Hampton Roads area. He said that this was not a comment on the worthiness of that cause but that was revenue that was available to fund County operations which was no longer available.

Ms. McKeel said that as years passed, the public did not understand that decrease. She said that it was important for everyone, including the School Division and County Government, to fully understand the relationship between each penny on the tax rate and its division between the School System and County Government.

Mr. Bowman said that the funding formula, established in their financial management policies approved by the Board, served as a guidepost for allocating funding over many years. He said that although the Board may choose to modify this starting point, it had been instrumental in their decision-making process. He said that the calculation demonstrated that 10% of growth in revenues was dedicated toward the capital program and debt service. He said that the remaining 90% was divided 60-40 between Public School operations, 54%, and County Government operations, 36%. He said that if the Board adjusted the tax rate by adding or removing a penny, they must make corresponding adjustments to the budgets accordingly.

Ms. McKeel said that she wanted to recognize the fact that sometimes people may think that each penny directly benefited the County Government by \$2.9 million, but this was not accurate due to their funding formula with Schools, which significantly changed the dynamic.

Mr. Gallaway said that he understood the situation regarding personal property tax and its impact on used car values. He asked if the rationale for machinery and tools was the same, where their values depreciate and since their rates were lower, they collected less.

Mr. Bowman said that was correct. He said that knowing there was a relatively small group of payers of that tax, any changes in equipment or locations of those businesses in the region could have a significant impact on that tax compared to a vehicle coming in and out.

Mr. Gallaway said that at the beginning of this year, it was announced that by March 2022, there had been a spike of approximately 63% in used car valuation. He said that since then, around half of this increase had been recovered. He said that the decline in values had been roughly half, so values remained higher than before; they had just not reached their initial peak. He said that this year, the turnover from one year to another typically resulted in a decline, but prices had remained stable and wholesale values had been consistent.

Mr. Gallaway said regarding page 64, he understood that they had previously asked about net land use deferral figures. He said that he was curious about what it was prior, like what was the gross versus the net.

Mr. Bowman said they could provide a follow-up.

Mr. Gallaway said that on pages 67 and 68, under revenue for the use of money and property, and under the miscellaneous sale of surplus property category, there were two distinct categories of surplus property. He asked what the rationale was for the two categories.

Mr. Bowman said that surplus property did not refer to real property. He said that it pertained to examples where if they had vehicles that reached the end of useful life, they would then sell those.

Mr. Gallaway said that upon examining page 67, revenue from the use of money and property was generated by the County through investment of funds, sale of surplus property, and rental of County facilities. He said that subsequently, on page 68, under miscellaneous, it was stated that the adopted budget was primarily attributed to the sale of surplus property. He said that he was merely seeking clarification regarding its presence in both locations.

Mr. Bowman said they would clarify that.

Mr. Gallaway asked about the purpose of the salary and benefits reserve section and whether it was for midyear bonuses.

Mr. Bowman said that that was correct, and that in the next section, he would provide more information about this topic. He said that that was the funding source for the midyear look at compensation.

Mr. Gallaway asked the history of changes for the gross sales receipts tax. He said that in the automotive industry, the tax was passed onto consumers, who ultimately paid it to the County.

Mr. Bowman said that they could provide an updated schedule and rates as a follow-up because there was more than one rate involved. He said that they could clarify this information for the Board.

Mr. Gallaway said that the 2% stabilization reserve was not so much a requirement but a choice made by this Board, which he supported. He said that the pandemic served as a valuable lesson in this context, and they were able to navigate through it without having to touch the 10%. He said that the 10% reserve was specifically designed for such unforeseen circumstances.

Mr. Gallaway said that one possible rationale for choosing the 2% reserve could have been that before they knew about ARPA funds, they set aside money for cash needs that they were unsure about. He said that once they became aware of the ARPA money, they could start using funds from the stabilization reserve without affecting other areas. He said that when the ARPA funds arrived, they could replenish the stabilization reserve. He said that was an example of how that could play out in real-time situations. He said that he was glad to have this information but would be open to discussing the purpose and rationale behind this policy further if the Board wished to do so. He said that it was ultimately a choice that he would continue to support.

Mr. Gallaway said that regarding their tax rate, they last raised it in 2019. He said at that time, they had devised a five-year plan, with the initial step being an increase in tax rates in 2019. He said the plan envisioned raising taxes over the subsequent five years. He said the pandemic occurred, causing significant alterations, and they had not adjusted the tax rates since. He asked what the projected revenues were in 2019 for 2024.

Mr. Bowman said that they were preparing a response to assess their current situation. He said that during FY20, they had a five-year plan in place prior to the pandemic that anticipated some amount of revenue in FY25. He said that now that they had a clearer understanding of their actual position, they could identify the differences and explain why it occurred.

Mr. Gallaway said that he was interested in the amount they thought they would need for FY25 in FY19.

Mr. Andrews said that he wanted to express his support for the 10% and 2% that they had adopted. He said that they had set aside these funds over time, not suddenly grabbing them for this purpose. He said the percentages represented a portion of their budget that they kept in reserve for stabilization purposes, which rolled over from year to year. He said that when examining their financial situation at the end of each year, these funds would be available for use, such as in cases of hurricanes, as previously mentioned, which was prudent.

Mr. Andrews said that regarding the possibility of their neighbors changing their TOT, there had been mention of a potential 1% increase or approximately 1 cent. He said he wanted to know at some point what impact this change would have on their revenue if they were to adopt it.

Mr. Andrews said that as their assessments increased, so did the activity that independently contributed to the total assessed value of County property. He said that providing a benchmark could help people understand the impact of Board-approved projects on property valuation due to construction and market forces. He said the impact would typically be small unless they considered large-scale construction projects. He said that having a benchmark number for comparison when someone built a \$10 million building in the County and the impact that would have would be useful.

Mr. Bowman asked if that was for a specific property in the future, or for when reviewing the historic tax base, how much of the growth was from assessment changes versus new construction.

Mr. Andrews said that he was attempting to convey that if they examined a 4.07% increase in assessed values, they had approximately a 5.4% increase in their total property assessed values from last year, and that that represented that difference.

Mr. Bowman said that was correct, and that the increase in real estate taxes was 5.6%. He said that approximately 1.6% was the difference in new construction, land divisions, or other changes in land use programs. He said that these factors would be included in the total 5.6% growth.

Mr. Andrews said that he was looking at page 69 of the budget book where the payment in lieu of taxes was mentioned, which referred to charges incurred by the University of Virginia in lieu of property taxes. He said that this amount was \$133,000 but had decreased by 33 percent. He said that he was curious about how this amount was determined and estimated, admitting that he did not fully comprehend this concept.

Mr. Bowman said that there was a formula that they could provide to the Board as a follow-up in terms of how it works.

Ms. LaPisto-Kirtley said that she had one question regarding a clarification on slide 17. She asked if the personal property tax were to increase, whether this was also divided among the capital program, Schools, and Local Government.

Mr. Bowman said yes, that was shared as well.

Ms. McKeel said that regarding the payments in lieu of taxes concerning the University of

Virginia, she was aware that the City had been discussing this matter and believed that they were also having similar discussions. She said that they should investigate this matter further.

Ms. McKeel said that regarding their hurricane fund, she agreed with the rationale behind it; however, she suggested expanding its purpose to include potential natural disasters such as earthquakes. She said that she recalled a situation in which a school experienced significant damage due to a small earthquake, necessitating a complete front wall replacement.

Ms. Mallek said that Louisa County experienced an earthquake several years ago along the fault line, which destroyed an elementary school, \$50 million, and they had to face significant challenges. She said that whenever anyone began discussing unassigned fund balance, she wholeheartedly agreed. She said that when such unfortunate events occurred, they would not need to resort to short-term borrowing to stay afloat.

Ms. Mallek said that Ray Jones, who served as their County treasurer for decades when she initially joined the Board, was in his nineties at the time. She said he summoned her to his kitchen and imparted some advice that she must never forget: never borrow money for payroll purposes. She said this 10% reserve ensured that the County had sufficient cash flow between December and June, allowing them to manage their finances effectively. She said she had no interest in changing that.

Mr. Bowman said that last year, they collected a total TOT of \$4.4 million for the general fund, which represented 5% of the 8% tax. He said that each 1% of this tax generated approximately \$800,000 to \$900,000. He said that in their follow-up calculations, they would obtain the exact amount. He said that TOT was distributed and divided between the Public Schools and capital and debt programs.

Mr. Bowman said that they would discuss general fund expenditures in summary. He said that after this chapter, they would go through some of the department connections to the Strategic Plan in detail. He said that this would be a high-level overview of some items. He said that their general fund expenditures were balanced at \$432 million with their revenues. He said that the Board understood that any adjustment to expenditures would require a corresponding change in the budget, either to another expenditure that would need to be removed or added depending on the change made or the revenue side.

Mr. Bowman said that the largest expense in general fund expenditures was the transfer to the Schools, followed by public safety, which was common in many communities, and their transfer to the capital and debt program.

Mr. Bowman said that workforce stabilization and associated allocation was an item that was part of the Board's Strategic Plan, where the Board had spent considerable time in recent years. He said that the budget included salaries and related benefits, totaling \$4.3 million for the full-year implementation of the classification and compensation study approved midyear this year, as well as the 2% cost of living increase approved midyear this year. He said that the public safety pay plan was also included, amounting to \$600,000. He said that they had included a midyear market review for compensation.

Mr. Bowman said \$400,000 was included, which was a mandated requirement as the County was a member of the Virginia Retirement System. He said that every two years, they made adjustments to their rates, resulting in a \$400,000 increase in their expenditures this year. He said that this increase was above and beyond the \$4.3 million for salaries and benefits, which included benefits such as FICA, retirement, and related costs that rose alongside salaries.

Mr. Bowman said that examining the health fund on December 6, the Board received an update regarding their current situation with the School Board. He said that as a self-insured fund, they assessed their position due to experiencing higher than typical claims in recent years. He said that they had also implemented stop loss coverage to meet their health fund obligations and maintain a sound plan. He said that this would require a \$1.5 million increase in the general fund for employer contributions. He said that this applied not only to their organization but also to partners such as Public Schools and partner agencies, who would also contribute their shares of employer contributions. He said that this was an ongoing cost. He said that during the same Board meeting, they discussed including these transfers in the FY24 budget.

Mr. Bowman said that they planned to make two one-time infusions: one to maintain their minimum reserve fund balance for healthcare costs, which can be volatile; and another to explore the possibility of establishing an employee clinic. He said this initiative was part of their efforts in goal six, which aimed to address the rising medical inflation, typically around 8-10% annually. He said that by examining their experience, access, and other factors, they could explore alternative ways to support their workforce and manage those costs more effectively.

Mr. Bowman said that regarding salaries, he said that he would present slides that showed their progress over the past few years, including preliminary results from implementing salary adjustment programs supported by the Board. He said the first slide focused on the classified employee scale, while a separate slide would cover the public safety plan. He said that throughout this period, the County had provided regular salary adjustments through the budget process as they emerged from the pandemic.

Mr. Bowman said the Board had approved a classification and compensation study several years ago, which was implemented and completed over a year ago. He said the study aimed to move all employees to the midpoint of the market and mitigate compression issues. He said compression occurs

when employees with varying experience levels become too close in pay scale, causing recruitment and retention challenges. He said the study was implemented in two phases: one in May 2023 and the other completed in January 2024. He said the goal was achieved by January 2024.

Mr. Bowman said that in FY24, a 2% budget allocation was front-loaded to maintain competitiveness in the County's market instead of waiting for FY25. He said this decision was made as they began to understand market movements and adjusted accordingly at midyear. He said the public safety program's pay scale had different percentages, timing, and prioritization due to its unique nature. He said that it was fully implemented by January 2023.

Mr. Bowman said that they would examine the actual results of their efforts in employee recruitment and retention. He said that the turnover rate data reflected employee retention progress. He said that in FY23, the turnover rate was 13.4%. He said that based on their partnerships with HR (Human Resources) and staff in Performance and Strategic Planning, they projected that the turnover rate for the first seven months of FY24 would decrease to 11.3%. He said that this was positive news because they had seen the impact of the full year of the public safety pay scale and the initial months of the new pay plan.

Mr. Bowman said that regarding recruitment measures, they had 80 vacancies at the peak in FY23, which had decreased to 35 today. He said that staff had shared anecdotal stories of positions they were unable to fill that had since been filled, and increased satisfaction with the job applicant pool. He said these stories supported the data presented in this slide on both recruitment and retention sides. He said that they would track this data, along with other metrics, to evaluate their performance based on the Board's investments to date.

Mr. Bowman said he had a slide which covered changes in general fund expenditures from the revised FY24 budget to the recommended FY25 budget. He said that there were only 6.6 FTEs being added in the recommended budget, with 3.6 of them being cost-neutral. He said that cost-neutral FTEs were opportunities, mainly in the public safety departments and the Office of Equity and Inclusion (OEI) where contract services could be provided at essentially the same cost or better by turning them into full-time employees. He said that this strategy had been employed by the County in recent years and continued in this budget.

Mr. Bowman said other changes included CIP operating impact and compliance-related positions for state-mandated programs like the Children's Services Act. He said that in total, there were 6.6 FTEs, a significant departure from previous years. He said that from FY20 to 24, an average of 31 FTEs had been added annually to increase service levels due to increasing demands. He said that this year, they had a more constrained budget. He said that they had to consider unfunded FTEs which remained unfunded in FY25.

Ms. Mallek asked for more information about the change involving the PDC person. She said that this change pertained to the transition from the Soil and Water Conservation District to CDD (Community Development Department). She said that this was merely a change in bookkeeping procedures, and the individual's job responsibilities would remain unchanged.

Mr. Bowman said that was accurate. He said that they encountered a distinct scenario in which there was a County employee working at that agency. He said that they collaborated with the Soil and Water Conservation District to establish that they would not affect the services provided, nor would they impact the employee's position, but instead, they would transition the employee to become a state employee, while the County would continue to finance its share for those same services. He said that this involved transferring one FTE position off the County's books, without altering the service's impact.

Ms. Mallek said that was great because they had \$5 million to get out the door this year, and she wanted to ensure they had the staff to be able to get that into people's hands in the County.

Ms. LaPisto-Kirtley said she had one question regarding the employee clinics, specifically their startup costs. She said that she would like to inquire if they were considering partnering with either UVA or Martha Jefferson for this initiative, as this collaboration could potentially reduce their expenses.

Mr. Sumner said that they were currently in the middle of the RFP (Request for Proposal) process to procure services for the employee clinic. He said that he could not speak to any specifics about who may or may not have applied in response to that RFP; however, they were in the middle of that process. He said that hopefully, they would soon be able to continue moving through that process, and they would keep the Board updated as they progressed through the procurement effort.

Ms. LaPisto-Kirtley said that having the clinic there seemed to be significantly more cost-effective than if another organization were to provide those services elsewhere since they had the necessary facilities.

Mr. Sumner said that the employee health clinic primarily focused on two objectives. He said that implementing cost-saving measures through the establishment of an employee clinic could help reduce expenses for the healthcare fund. He said that this initiative provided access to individuals who might not have been able to obtain healthcare services otherwise. He said that the clinic aimed to improve employee well-being by offering preventive care and early intervention services. He said that the primary objective was to offer an alternative setting that would be less expensive than visiting an emergency room, benefiting both employees and healthcare funds. He said that the clinic aimed to provide

employees with access to healthcare services, addressing their concerns about difficulty in obtaining appointments with primary care physicians or specialists.

Ms. LaPisto-Kirtley confirmed that this would be for all County employees, including Schools.

Ms. Sumner said yes.

Ms. McKeel said that the employee clinic not only had the potential to decrease their healthcare expenses significantly but also enhanced their reputation as an employer of choice for both their School and Government staff members. She said that they anticipated receiving more information about this in the upcoming weeks. She asked for more information about the timeline for the RFP.

Mr. Sumner said that the RFP had now closed, and they had reviewed all submitted applications. He said that they had also completed oral interviews for the top candidates. He said that they were currently entering the negotiation phase, which may take approximately one to two months to complete. He said that upon successful completion of the negotiation phase, they would proceed to the notice of award and intent to award stages. He said that they could publicly announce the selected partner for the employee health clinic collaboration at that point.

Ms. McKeel said she wanted to clarify one point regarding the public safety pay plan. She said that she wanted to confirm that the plan encompassed Police, Fire Rescue, ECC (Emergency Communications Center), and sheriffs.

Mr. Bowman said that was correct; however, not all of those employees fell under this category. He said that if there were non-sworn or civilian staff members or other personnel, they would be part of the classified scale. He said that for police officers, firefighters, and other emergency responders, they were typically included in the public safety plan, including the ECC.

Ms. McKeel asked for clarification about the CIP operating impact related to general district court operational staffing, which indicated an increase of two FTE positions over three months.

Mr. Bowman said that the organization would be opening an additional facility, which would result in an increase in square footage. He said that this expansion required additional staff from the Office of Facilities and Environmental Services (FES). He said that this plan had been in place for some time, focusing on utilizing the extra square footage effectively. He said that the systems and other aspects associated with the expanded space had been considered in the planning process. He said that the three-month period was based on when the project was anticipated to open and become fully operational.

Ms. McKeel asked if the funding was intended to cover the expenses until the project became operational.

Mr. Bowman said the funding was for when it became operational to cover maintenance of the building.

Mr. Gallaway asked what the amount would be with a 1% COLA (cost of living adjustment) increase.

Mr. Bowman said that the approximate cost was \$916,000.

Mr. Andrews called a 15-minute recess.

Recess. The Board recessed its meeting at 2:52 p.m. and reconvened at 3:10 p.m.

Agenda Item No. 9. **Work Session:** FY 2025 Operating and Capital Budget, *continued*.

Mr. Ryan Davidson, Deputy Chief of Budget, said he would guide the Board through the general fund expenditures at a more departmental and functional area level of focus. He said that administration represented approximately \$28.5 million in the FY25 recommended budget. He said that administration represented approximately \$28.5 million, or 7% of the overall general fund budget. He said that finance and budget made up approximately 34% of the administration budget, information technology 30%, and human resources 7%.

Mr. Davidson said that when they discussed the five-year plan with the Board in November, they had highlighted those areas within the plan that were included with new or additional funding and those areas where it was more about continuing the efforts they had started in previous fiscal years, focusing more on continuing work plans rather than new funding. He said that as they moved through the functional areas of the budget and the departmental budgets, they would take some time in that same approach and highlight those areas where additional funding was being included but also point out where they were continuing with those ongoing efforts and where it was more about the work plans and continuing the efforts that they had put in place previously.

Mr. Davidson said that the FY25 recommendation fully funded both voter registration and election requests. He said that development and training had no mention of new funding but rather involved a slight change in approach. He said that there was a redistribution of a portion of departmental training

budgets into an organizational training pool within their Performance and Strategic Planning budget under administration. He said this redistribution was aimed at funding more organization-wide training initiatives such as management training. He said that departmental training budgets still existed for addressing specific training needs and certifications required for each individual department and position. He said that this redistribution signified a coordinated organization-wide effort to approach certain types of training in a more cohesive manner.

Mr. Davidson said that the core systems modernization included an additional \$432,000 for the new enterprise permitting and licensing system. He said these funds were part of the planned CIP operating expenses. He said that they would then move on to discussing the Board meeting minutes, which involved an additional \$16,000 for support in preparing these minutes.

Mr. Jacob Sumner, Chief Financial Officer, said that the core systems modernization strategy was established to balance multiple system modernization efforts and support their business operating principles, such as maximizing integration and alignment, considering life cycle resource needs for new business systems, providing training, tools, communication, and change management support. He said that they had also launched a new program called SPEAR (Strategic Plan Execution, Analysis, and Reporting). He said that to provide this level of process improvement and adoption of new efficiencies required expertise and capacity from performance and Strategic Planning, information technology, and sponsoring departments.

Mr. Sumner said that these projects involved more than launching new technology; they necessitated staff to retool current processes while remaining compliant with local, state, and federal policies. He said that related departments must assign subject matter experts to fulfill project roles. He said that through this work, their organization had enhanced its end-to-end understanding of services provided, often removing duplication and providing clarity for customers and staff.

Mr. Sumner said the Community Development system would launch in FY25, following months of process mapping and reengineering to ensure optimal utilization of the new system's capabilities. He said this built upon the success of last year's digital application system launch, enabling real-time and on-demand application tracking for applicants. He said that they expected this change to reduce calls and emails to the front desk and create smoother handoffs as plans were reviewed by external partners. He said that in the next work session, they would discuss the Community Development system in detail within the context of the Community Development functional area.

Mr. Sumner said that the financial management system replacement, which would be developed and configured throughout FY25, would provide staff with near real-time information on budgets, procurement, and various accounting transactions. He said this would substantially streamline the annual audit process, which currently required staff time over an extended period. He said that the financial system and Community Development system projects aimed to provide better customer service through modern interfaces, increased transparency in item statuses, and streamlined processes. He said it would enable them to use data for process improvements, decision-making, and resource management.

Mr. Pruitt said he was aware that there had been interest among Board members regarding a potential shift toward adopting ranked-choice voting (RCV) in the future. He said he understood that the next possible opportunity for implementing this change would be during the next election cycle, not the current year's cycle. He said he did not observe any necessary outlays for voter education in this budget document. He said that although there had been no agreement from the Board regarding this matter, he assumed that if they did not account for voter education in this budget, it may be too late for them to execute it in time for next year's election.

Mr. Sumner said that the largest financial impact would be due to the capital component, which involved acquiring technology for RCV. He said that this technology was part of the CIP. He said that the funding for replacing their voting machines was currently in the first year of the CIP, enabling the necessary technology to be in place should the Board decide to proceed.

Mr. Pruitt said that there was typically a smaller expense, although still significant, which typically amounted to around \$1 per voter. He said this usually went toward mailers, community engagement, and similar activities. He said that it might be possible to incorporate this expense into the CAPE (Community and Public Engagement) budget. He said he was concerned that if they emphasized voter education as a major component of this initiative, they might not have budgeted enough funds for it in time for the election cycle.

Mr. Pruitt said that as the youngest member of the Board and someone with less personal wealth than others, he felt that their current Board compensation was inadequate. He said he possessed more personal wealth than the average 32-year-old would. He said this unique financial position enabled him to undertake this role more effectively than others in his age range. He said that this was not a typical situation for many individuals within their community.

Mr. Pruitt said that numerous members of their community lacked the ability to assume this position. He said that one of the largest neighborhoods in his jurisdiction without representation on the Board was Southwood. He said they had recently discussed Southwood due to their request to speak with them. He said the Board salary alone would barely cover Southwood members' heating and cooling costs annually.

Mr. Pruitt said that if they aimed for diversity, like they had been discussing gender parity on the

Board, they might not be fully achieving it through their current funding methods for Board members. He said that his ability to serve on this Board was due to his personal financial situation, which he had planned for and saved for. He said this was not a common circumstance, and he hoped they would recognize this and consider changes in Board compensation in the future.

Ms. LaPisto-Kirtley said that regarding Mr. Pruitt's discussion of RCV, they had not allocated funds for that yet; however, they needed to educate their community. She said that she was considering whether or not the Board would like to initiate this process through their CACs (Community Advisory Committees) because they served as the eyes and ears of their community.

Ms. LaPisto-Kirtley said that while they were working on core systems modernization, she wanted to know if this included updating their website for better accessibility on mobile devices. She said that she had mentioned this before and believed their current website was not user-friendly for mobile phone users. She said that she had tried accessing their website recently using her phone, and it did not work well. She said she wanted improvements in this area because most people used their phones for various tasks.

Ms. McKeel said that she had heard occasionally while being a supervisor, but more when she was on the School Board, that administration was bloated and heavy. She said it was good to show people exactly what was included in that 7% for administration. She said that she would be asking the School Board to clarify their administration budget as well because that was usually where they got pushback, that the School System's administration was bloated, which it was not.

Ms. McKeel said that she appreciated the discussion about RCV. She asked for clarification on the CIP piece mentioned earlier. She said that they had something in the CIP for the machines and understood that part.

Mr. Sumner said that the regular replacement cycle for their election machines and technology was due for replacement in this upcoming fiscal year. He said that the available technology that they would replace the voting machines with would provide a platform for this. He said that this was not an additional request; rather, it was part of their normal replacement cycle for voting machines, which was included in their CIP.

Ms. McKeel said that the voting machines would be designed in a way that would enable RCV to take place.

Mr. Sumner said that was his understanding.

Ms. McKeel said that the Board had discussed member compensation numerous times. She said that finding an effective solution was challenging. She said that she concurred with the need to attract individuals other than wealthy or retired people to serve on the Board and that they might need to increase compensation to achieve this goal. She said that she would be open to exploring various ways to address this issue but was unsure what specific steps that might entail. She said that she did not want to delve too deeply into this topic at present but agreed that greater diversity was needed on the Board.

Mr. Gallaway said that on page 93, the reappropriation of the \$3.7 million to Performance and Strategic Planning was under FY24's projection. He said that he could not locate this in the table, but he was asking if this was the \$1.9 under "Operating" and the \$1.7 under "BPO Reserve." He said that he noticed a nod of approval. He said that the funds remaining in the recommended budget were the monies that would be reappropriated. He said that it appeared that the \$1.7 million had already been reappropriated; thus, none of that amount was being reappropriated again.

Mr. Andy Bowman, Assistant Chief Financial Officer, said that many of these expenses were related to implementing these systems. He said that numerous expenses were not suitable for the capital budget. He said that most of the process improvement and other activities undertaken there should be funded through the operating budget, and Performance and Strategic Planning office was aware that those costs were budgeted.

Mr. Gallaway said that on page 94 and page 100, there was an operating increase under software subscriptions. He said that in the Performance and Strategic Planning budget, there was another operating increase. He said that on page 100, there was a net decrease of \$121,000 in other operating costs due primarily to reduced contract services, internal audit, grant writing support, and lockbox services. He asked if this decrease was a result of eliminating unnecessary contract services.

Mr. Sumner said that it was a combination of improvements involving several factors. He said that firstly, there had been efficiencies within the Department of Finance and Budget, particularly in lockbox services. He said that secondly, related to contract services, there had been personnel transitions over the past couple of years that supported the financial staff. He said that now that this support was no longer needed, their staff was addressing all these work efforts.

Mr. Gallaway asked if grant writing support was included.

Mr. Sumner said that the grant writing services had funding in the recommended budget. He said that there was a lower amount of funding for FY25 compared to what was in the budget for FY24.

Mr. Gallaway said that in FY25, the Department of Information and Technology (IT) removed

funding for two vacant positions; however, these functions were filled through specialized contract services, which were recommended for continuation. He said that the next bullet point highlighted an increase due to software maintenance costs associated with the new enterprise permitting licensing system, cybersecurity, and other related expenses. He asked if these were connected.

Mr. Bowman said that the \$600,000 increase in operating expenses was separate from the two vacant positions. He said that the \$650,000 consisted of funds for the Community Development system coming online, along with other costs related to their regular IT operations. He said that regarding the two vacant positions, since IT was a critical part of all of their core systems modernization projects, in FY2025, the funding in Performance and Strategic Planning that would be reappropriated; a portion of that \$1.7 million balance would fund those two positions in FY2025. He said that after evaluating the upcoming budget, they would determine their next steps.

Mr. Andrews said that it would be helpful if they considered ways to explain to the public how updating Community Development systems, reengineering processes, and replacing financial management systems had saved time, increased efficiencies, and saved money.

Mr. Davidson said that the judicial category constituted approximately 2% of the total general fund budget. He said that the majority of funding was allocated for constitutional officers, including the Sheriff, Commonwealth's Attorney, and Clerk of the Circuit Court. He said that other court functions accounted for approximately 6% of the judicial category.

Mr. Davidson said that in the FY25 recommended budget, operational requests of the Commonwealth's Attorney and Clerk of the Circuit Court were fully funded. He said that for the Public Defender, there was a \$61,000 increase related to pay adjustments. He said this recommendation was contingent upon an updated memorandum of understanding (MOU) with the Public Defender's Office due to the previous public defender's retirement at the end of CY2023. He said the purpose of this update was to maintain pay equity for employees in that office and streamline the administration of the agreement. He said that discussions with the Public Defender had commenced, and this work would soon be underway.

Mr. Davidson said that for the Office of the County Sheriff, most of the request was funded; however, a few items were not included or recommended for funding in the FY25 budget. He said that these included six deputy positions for courthouse security once the newly renovated courts complex was fully opened and operational. He said the decision was made due to the timing of when these buildings would come online and when they would be fully occupied by both the City and the County. He said that additionally, 4.5 FTEs (full-time equivalents) for temporary detention orders (TDOs) were not included. He said the Sheriff would provide additional information on both of these requests to the Board with dollar amounts and more specifics on the request. He said these could be brought back for further discussion at a future work session if desired by the Board.

Ms. Mallek asked how they were addressing the extra staff that would be required for the additional court buildings.

Mr. Davidson said that they had examined the timing of when these courts would be coming online. He said that currently, they would be relocating from one building to another building without opening a second building yet. He said that there would still be only one building in operation while they renovated the second building after completing work on the first one. He said that upon the second building's completion, they anticipated future implications on operating impacts and staffing requirements. He said that this request was factored into their considerations for accommodating the additional facilities, square footage, courtrooms, and the subsequent need for extra deputies and support staff as these courts came online.

Ms. Mallek said that that would be after FY25, and that they were postponing the FTEs, not denying them. She said that they understood that it was going to come. She said that they could not transition from one to three without having additional personnel to ensure everyone's safety there. She said that she looked forward to gaining more knowledge about the TDOs because this was a widespread concern throughout the commonwealth, addressing how people could be protected.

Mr. Pruitt said that he was aware that there was at least one bill currently being considered by the General Assembly that would affect fines and fees that courts could collect from defendants. He said there was one that he was involved in prior to serving on this Board, which aimed to eliminate fines and fees imposed on juveniles in JDR (Juvenile and District Relations). He said he had two questions regarding this issue. He asked whether this funding gap would be absorbed by their local jurisdiction or whether it would fall upon the Office of the Executive Secretary at the state level to address this funding gap resulting from the elimination of fines and fees collections.

Mr. Davidson said that they would have to follow up with an answer.

Mr. Pruitt said that if they did receive this accumulation, he was interested in knowing if it would be effective and relevant within this fiscal year, which could potentially lead to unaccounted revenue drops due to no longer collecting fees extorted from children. He said that he was curious about the projected operating impact of the ongoing jail renovations. He said that he wanted to know if this project altered the current year's operating impacts.

Mr. Davidson said that they had operational impacts. He said that they would be discussing this when they reached the public safety section, specifically when they talked about their jails and their

regional partners.

Mr. Gallaway said that he did not fully understand what the Clerk of Court fees entailed. He said that on page 68 in the overview, under "Charges for Services," it stated that there had been a decrease in judicial fees for Clerk of Courts charges in order to align with current trends. He said that at the department level, on page 109, it mentioned excess fees. He asked if excess fees and fees were the same thing.

Mr. Davidson said that they could provide further details regarding the specific components of those fees, which primarily concerned general licensing and fees for matters processed through Clerk of Courts. He said that their analysis focused on identifying trends in property sales and transfers of property. He said that numerous pieces contributed to this overall category, and they could obtain more information to clarify these particulars for him.

Mr. Gallaway said that his question was regarding the increase in operating expenses. He said that this was primarily due to the salary increase in order to keep up with current salaries. He said that if operating expenses rose and fees did not keep pace with historical attempts to offset them, then he said that he would consider reviewing the fee structure.

Mr. Gallaway said that there was a civil forfeiture component in which there was a decrease. He read from the budget book where it said there was a "\$9,337 or 1.1% increase in related revenues, including a decrease in transfers from Civil Forfeiture and an increase in funding from the State Compensation Board." He said that he was curious about the decrease in transfers from civil forfeiture. He asked if this was due to a decline or a change in approach to handling seized property.

Mr. James Hingeley, Commonwealth's Attorney, said that civil forfeitures represented a small portion of the Commonwealth's Attorney's budget; however, there had been a significant change in civil forfeiture law. He said that previously, civil forfeitures were allowed in cases where charges were made that matched the requirements for civil forfeitures without requiring a conviction. He said that the law was changed to require that civil forfeitures could only be obtained if a person was convicted. He said this change likely accounted for the decline in revenues from civil forfeitures, a decline he expected to continue.

Mr. Hingeley said he wanted to discuss a point related to revenues. He said he would address state support, which was the line above the forfeiture line. He said that the overall state support for his office had increased. He said that throughout this year, he had collaborated with other prosecutors across the state to attempt increasing even further the amount of state assistance that localities would receive from the State Compensation Board, which was the agency responsible for administering state funds allocated for supporting constitutional officers.

Mr. Hingeley said that in relation to the Commonwealth's Attorney's Offices, they had completed a staffing and workload standards study that was funded by the legislature. He said that as part of this ongoing initiative to increase support for the Commonwealth's Attorney's Offices, he anticipated that next year there would be another increase in state assistance for their office, possibly of a more substantial nature.

Mr. Gallaway asked when the civil forfeiture law changed.

Mr. Hingeley said that it had been approximately two years since those changes were implemented; however, such changes often required some time to be fully integrated.

Mr. Davidson said that in FY25, \$11.9 million or approximately 3% of the General Fund budget would be allocated to public works, which primarily consisted of the Department of Facilities and Environmental Services (FES) along with some regional partners. He said that the FES budget included \$96,000 in operational costs related to the new general district court facility, which was expected to open in the last quarter of FY25. He said that this facility was one of two buildings being renovated. He said that the funding covered utility and maintenance costs as well as partial year funding for the two FTEs mentioned earlier by Mr. Bowman.

Mr. Davidson said that regarding climate action, there was no new or additional operational funding; instead, the focus was on executing the work plan and utilizing existing resources to achieve and advance the set goals. He said that it continued funding for the streetsweeper and right-of-way management program, which had resulted in over 170 tons of debris being removed from roadways.

Mr. Davidson said that in FY25, plastic bag tax funds, estimated at over \$100,000 for FY25, will be directed toward contract services for a Keep Albemarle Beautiful roadway litter cleanup campaign. He said this initiative was anticipated to impact more than 60 roadway miles on a regular pickup cycle. He said that although this was not general fund dollars, this new initiative was commencing within the fiscal year and was an example of how they have examined the resources available to them and sought innovative ways to use them in order to advance their objectives.

Mr. Davidson said that he would take a few minutes to focus on an item related to one of their regional public works partners, the Rivanna Solid Waste Authority (RSWA). He said that prior to the RSWA raising any fees, they must obtain approval from the Board of Supervisors first. He said that they were not asking for any formal action to be taken by the Board at the meeting. He said that they brought this before them to provide general awareness of the request, to allow for questions the Board may have

of RSWA or staff regarding this item, and to obtain a general consensus on the fee increases. He said that the item would be included on the March 20 consent agenda for approval.

Mr. Bill Mawyer, RSWA Executive Director, said that last year, RSWA provided several services to County residents. He said these included operating a transfer station where they transferred 92 million pounds of refuse out of the County to a landfill in Henrico County. He said that in 2018, the Board had requested RSWA to construct this transfer station, and they had completed it according to the agreement mentioned by Mr. Davidson. He said that any changes in fees for the transfer operation required them to come back to the Board for approval.

Mr. Mawyer said that they also managed the recycling program for Albemarle residents through facilities like McIntyre Recycling Center, Southern Albemarle Convenience Center, and the Ivy Convenience Center. He said that they planned for the Northern Area Convenience Center. He said that they also handled post-closure landfill care and vegetative debris disposal, turning it into mulch for residents' use. He said that last year, they had recycled 20 million pounds of products through their recycling and reuse program.

Mr. Mawyer said that they proposed increasing the vegetative yard waste tip fee from \$50 to \$54 per ton and the domestic waste and construction debris fee from \$54 to \$58. He said that last year, they had requested a similar increase of \$2 for both fees, and they aimed to find the optimal balance between market demand and revenue collection. He said that despite raising the vegetative waste fee from \$48 to \$50, they had received 17% more waste this year. He said that they received 22% more domestic solid waste and construction debris compared to last year.

Mr. Mawyer said that in 2018, when they completed the transfer station, they received approximately 40,000 tons per day. He said that they now received 212,000 tons per day, which was five times the initial amount. He said that the Board's initiative to build a new transfer station had been successful. He said that in comparison to surrounding counties, they believed the tipping fees could be borne by the market.

Mr. Mawyer said that if the Board approved this increase, they would propose it to the RSWA Board of Directors that month. He said that this change would generate approximately \$290,000 in additional revenue, reducing the allocation from the Board for their services. He said that their transfer and recycling services did not fund themselves; they had a deficit of \$16 per ton on refuse disposal last year and \$600 per ton on recycling. He said that the County and City supported them when their revenues did not meet their expenses. He said that inflation had affected them over time. He said that prior to last year, the yard waste fee was last raised in 2011.

Ms. Mallek said that she recalled that prior to the new facility, their tonnage was significantly lower, and the charges were 66. She said that they had been essentially pricing themselves out of the market. She asked if these proposed new fees adequately covered the cost of transporting the materials to Henrico.

Mr. Mawyer said no. He said that they had a deficit of approximately \$16 per ton last year. He said that their contractor charged \$53 per ton for hauling, and they collected \$54 per ton, so they had \$1 to support their staff who worked at the transfer station. He said that the hauler's costs were set to increase by \$1.60 in the upcoming year due to being indexed to the CPI (consumer price index). He said that the contractor fees would be approximately \$55 per ton. He said that the proposed fee increases would result in \$58 per ton for them, creating a \$3 difference to cover their staff's salaries, equipment expenses, and all other costs. He said that this amount would not cover the full cost of their operations.

Ms. Mallek asked whether the deficit would be smaller.

Mr. Mawyer said yes.

Ms. Mallek said that the additional revenue they anticipated could help compensate for that shortfall. She said they may still consider increasing the frequency of hazardous household waste amnesty days, along with other measures, because they were highly popular, and twice a year was preferable to once a year.

Mr. Mawyer said yes. He said that they would either provide more services or request a reduced allocation.

Mr. Pruitt said that he wanted to understand how tip fees were realized and who ultimately paid for them. He said that his assumption was that this was primarily private collection services who deposited through them, which meant that the bill was either being deducted from their profits or from the individuals who opted into paid services.

Mr. Pruitt said that 75% of the debris they received originated from two companies: Waste Management and GFL.

Mr. Pruitt asked whether service subscribers would see increased fees.

Mr. Mawyer said that unless the companies can absorb it or optimize it in some way and reduce it, that would be up to them.

Mr. Pruitt said that he was broadly supportive of the fee increase but wanted to clarify this upfront. He said he had a question regarding the revenue sources. He said that he was aware that they discussed a significant source of income for RSWA but also knew that they received a relatively small amount of revenue from the new convenience center in Keene. He asked what the revenue from that center was.

Mr. Mawyer said that he did not have that number, but he could obtain the revenue figure for the \$2 tickets they sold at the Green Top Store. He said that he did not know that number, but that it probably was not very much.

Mr. Pruitt said that he raised this issue because he was genuinely excited that they had this service available in southern Albemarle. He said that there were pockets of extreme poverty in that region where, in reality, a \$2 fee was an additional inconvenience for something that was already inconvenient. He said that he was attempting to be considerate about how they implemented this fee and possibly, if it was minimal, explore ways as a Board to address this issue in other ways moving forward.

Mr. Mawyer said that they were not proposing to increase the \$2.00 tag costs. He said that they would only increase the scale costs as they pertained to the transfer station.

Ms. LaPisto-Kirtley said she was eagerly anticipating the establishment of the Northern Convenience Center. She asked whether paint was collected year round.

Mr. Mawyer said that every day they were open they collected paint at the Ivy facility.

Ms. McKeel asked whether the Northern Convenience Center had been postponed.

Mr. Davidson said that they still had the design funding in FY25; however, they postponed the construction funding until FY27. He said that earlier, he had a discussion with Mr. Stewart regarding the possible implications of this change.

Mr. Lance Stewart, Director of FES, said that he had questions about this himself and had not found answers entirely yet. He said that in the past, they had executed projects with RSWA by reimbursing them for expenses they incurred. He said that it was possible that this approach may not result in an entirely effective delay, but he needed to work through those details with Mr. Mawyer and his team before he could answer that question definitively.

Mr. Davidson said that next week on March 13, they could come back and have some answers to some of these issues regarding the capital funding for this project when they discussed it at that time.

Ms. McKeel said that she had noticed that there had been paint spills all over their roads recently and asked if Mr. Mawyer could provide any answers. She said that during her recent drive to Richmond, she had counted six paint spills within just a few miles. She asked if they advertised paint disposal.

Mr. Mawyer said that last year Mr. Andrews encouraged RSWA to increase their advertising campaign for covering loads properly to prevent anything from falling on to County roads. He said that they have implemented several measures, such as posting signs at Ivy, distributing literature, and airing radio ads periodically on local stations. He said that their primary focus was to promote the importance of covering loads effectively to maintain clean roads.

Mr. Mawyer said that regarding paint disposal, they had made changes to their policy; they now accepted paint donations every day they were open, not just during the household hazardous waste events in spring and fall. He said that this decision was made due to the high volume of cars bringing paint during those events.

Mr. Andrews said that he appreciated the balancing act between setting the fee and making sure that people did not go elsewhere, which would actually increase the County's cost.

Ms. Mallek asked, considering the increase from 40 tons to 212 tons per day, what the permitted maximum tonnage was.

Mr. Mawyer said that it was 450 tons. He said that they had experienced certain days, particularly Mondays, where they had reached 350 and 400 tons. He said that they had contacted some haulers and requested them to move some of the loads to Tuesdays and Wednesdays because they had been overwhelmed on Mondays. He said that they had had some success in this regard; however, they continued to monitor Mondays as their peak days.

Ms. Mallek said that last year they had inquired about the possibility of implementing a sliding scale for the bag fee in their local area. She said that if they had the authority to do so, they could consider implementing such a system. She said that this matter required further investigation.

Mr. Pruitt asked whether the Board was required to take action on the request.

Mr. Mawyer said that the agreement stated that official approval was required for submitting a request to the RSWA Board for altering the tip fees. He said that although this process may seem convoluted, that was the stipulated procedure. He said Mr. Davidson would present the action to the Board at a later date.

Mr. Pruitt asked whether the Board could take action at this meeting.

Mr. Sumner said that they would need to bring back formal action for the Board. He said that they had not prepared this for today. He said that the intention for this meeting was to obtain the Board's direction in order to ascertain whether there was consensus. He said that this would enable staff to prepare both the executive summary and the formal action.

Mr. Davidson said that the action would be presented at the March 20 meeting on the consent agenda.

Mr. Mawyer said that the RSWA Board met on March 26, so there would be enough time for them to take action.

Mr. Andrews asked whether there were other questions about public works.

Ms. Mallek said that she had a question regarding climate action, specifically regarding slide 36 of the presentation. She asked if she had overlooked any information in the budget about their ongoing collaboration with partially funded partners. She asked if they were leveraging grants and working with other partners for weatherization initiatives.

Mr. Davidson said that he would need to follow up. He said that there was ongoing funding from previous years.

Ms. McKeel said that regarding climate action, she had recently attended a meeting with the School Division regarding their climate action. She said that they had numerous buildings and were focusing on improving lighting and exterior elements of all their buildings. She said that she would like to ensure that they connected their lighting initiatives and their lighting ordinance and the work they were doing with climate action with the Schools. She said that this would help them get out of their silos so that they were all working together.

Ms. McKeel said that she was excited about the roadway litter pickup program. She asked if they were collaborating in any way with the University of Virginia. She said that they had a significant student population in the urban ring, and she was wondering if they could potentially partner with them on an anti-littering program.

Mr. Jeff Richardson, County Executive, said that he would consider Ms. McKeel's feedback as guidance for them to take into account as they proceeded with the development of the program, as they had previously discussed. He said that he would like to make a couple of clarifying comments. He said that the revenue generated from the plastic bag tax had strict restrictions regarding its usage. He said the money must be earmarked exclusively for environmental purposes, such as cleanup and related programs. He said that was the justification for utilizing the revenue in the manner they had discussed today.

Mr. Richardson said that staff members had been in the early stages of exploring what the program for next year would encompass. He said that staff estimated that they could be looking at approximately 60 to 70 road miles for this initiative. He said they may consider education programs and other related initiatives that would be linked back to CAPE or partnerships with other organizations. He said that these details would need to be finalized as they progressed into next year.

Mr. Richardson said that \$100,000 represented a significant amount of money, and they would like to contract that in order to scale their efforts as they continued to develop this program. He said that in the first year, their goal was to obtain a general ballpark idea of what the program may generate as they moved into year two, allowing them to better understand and plan for its impact.

Mr. Davidson said that when they initially introduced this concept, there were limited comparable jurisdictions to examine. He said that their initial estimates were based on data from other localities, which may not have been fully comparable. He said that after 11 months of collection data, they could now make more accurate predictions about their annual revenue.

Mr. Andrews asked, since the plastic bag tax revenues were earmarked for environmental cleanup, if these funds could be used for streetsweeper operations or right-of-way management.

Mr. Davidson said they could, but that they had specifically allocated funds from the cigarette tax for street sweeper operations. He said that they had utilized some of that revenue to cover the operational costs for this purpose.

Ms. LaPisto-Kirtley said that she understood that the right-of-way management program involved street sweeping; however, she was also curious if it included vegetation growth in the median.

Mr. Stewart said that the primary objective of that program, apart from the streetsweeper, was to address issues like vegetation. He said that in areas such as Rio East and West Rio, and Berkmar Extended, medians looked better than they did a year ago. He said that grassy medians were previously in poor condition, making it difficult to see guardrails and impossible to walk on, and they had increased mowing frequency.

Mr. Stewart said the program continued to evolve and expand. He said that at present, they had

not focused much on repairing cracks from which weeds grew out. He said that they considered that a goal, particularly in locations like Rio, where road closures for weed eating necessitated night work due to expense. He said they preferred to do repair projects where maintenance was difficult.

Mr. Richardson said that he would like to make one clarifying question regarding the Board's discussion specifically related to the Northern Convenience Center. He said that although they had discussed the CIP, he wanted to clarify their obligations for the Northern Convenience Center. He said that there was a one-time capital cost associated with their work on building the center in collaboration with RSWA, similar to the Southern Convenience Center. He said that there was also an ongoing operating cost. He said they had intentionally pushed that out a year, which was not solely based on balancing the FY25 recommended budget but also examining FY26 obligated expenses that they would carry forward.

Mr. Richardson said that the full-year operating cost of a convenience center was approximately \$400,000. He said that they had determined that they had control over this cost. He said that the design cost was also one-time, and they could proceed with completing this design. He said that by delaying these obligations beyond FY26, they were being purposeful in spacing their expenses. He said that this did not preclude the Board from revisiting this decision during the budget process and considering opportunities to move this back to its previous position.

Mr. Andrews said that they would move onto public safety.

Mr. Davidson said that public safety represented approximately 15% of the total FY25 recommended budget, equating to approximately \$65.5 million. He said that in this category, both Police and Fire accounted for approximately 42% each of the overall public safety budget, while regional and community partners contributed the remaining 16%.

Mr. Davidson said that this budget continued funding for the Human Services Alternative Response Team (HART), which in its first six months of operation supported 149 calls and helped reduce the amount of time their officers spent responding to mental health calls for service.

Mr. Davidson said that public safety technology budget, specifically within the Police Department, had a focus on exploring ways in which technology could enhance operations and facilitate new approaches. He said this budget supported the photo speed camera pilot on Hydraulic Road near the Lambs Lane Campus, the drone program for critical incidents and search and rescue efforts, and the continued work of the Cybercrimes Lab in leveraging technology for investigations.

Mr. Davidson said that while the FY25 recommended budget did not include additional police officers or firefighters, it did include three budget-neutral public safety-related positions: a digital forensic examiner in the Police Department, a fire mechanic, and a fire instructor in their Fire Rescue department.

Mr. Davidson said that regarding emergency management, the recommended budget provided operational funding for maturing emergency management functions to build upon existing efforts initiated in the current fiscal year. He said that volunteer fire rescue funding also saw an overall increase in contributions for operational support, along with funding in the CIP through the community non-profit capital process, which would be discussed further at their work session on March 13.

Mr. Davidson said that FEMA (Federal Emergency Management Association) SAFER (Staffing for Adequate Firefighters and Emergency Response) grants had allowed for the addition of 50 firefighters in recent years. He said that the recommended budget began to cover more of the costs related to FEMA SAFER 1 and SAFER 2 for the first 20 firefighters in this program. He said that FY24 included local costs to bring on the additional 30 firefighters for the newest FEMA SAFER grant, and these costs would begin to be covered at a greater rate by the County as they moved into future fiscal years.

Mr. Davidson said that they had briefly mentioned some of their investments in the Fire Rescue system. He said that since FY20, they had added 67 firefighters. He said that out of these 67 firefighters, 50 were initially funded through FEMA SAFER grants. He said these investments had been distributed across the County, from Crozet in the western part to Pantops in the east and several areas in the south of the County. He said these investments aimed to increase their system capacity, improve response times, and reduce service level reductions at their various stations.

Mr. Davidson said that they had observed improvements in recruitment and retention, resulting in larger applicant pools and decreased turnover. He said these investments had also enabled them to enter into a no-cost reciprocal mutual aid contract with the City. He said that they had witnessed a decrease in response times on both the fire and rescue sides, ensuring higher levels of service to their community.

Mr. Davidson said that they would now discuss their contributions to regional public safety agency partners. He said that the contributions listed were based upon the County's share of the cost for each entity's regional agreement. He said the amounts were derived from the agency's draft budgets and would be updated accordingly should there be changes as their respective boards reviewed these budgets during the budget process. He said that ECC (Emergency Communications Center) was based upon the County's portion of the overall calls for service. He said the Jail and Juvenile Detention Center contributions were based upon the rolling averages of the County's resident populations. He said that SPCA (Society for the Prevention of Cruelty to Animals) contributions were based upon a contractual funding formula that took into account County population and inflation.

Ms. Mallek said that last year they discussed the availability of PFAS (polyfluoroalkyl substances)-free gear. She said that firefighters across the country have experienced significant health issues due to their work environment.

Mr. Pruitt said that he was considering opportunities for branching paths in the Jail renovation process. He said that he was curious if there were ongoing operational costs or other costs captured in this budget that might be subject to change depending on which pathway was selected.

Mr. Davidson said that their contribution included the County's portion of some debt service. He said that he was not aware of all the details of those conversations. He said that he would need to get back to them on what impact that may have moving forward. He said that this was based on what they knew at the time when the Jail submitted this proposal.

Ms. McKeel said that would be option three, which was the option that they reported to the Department of Corrections and was approved by the Department of Corrections.

Mr. Pruitt said that the ACRJ (Albemarle-Charlottesville Regional Jail) Board was proceeding with the current fixed funding as the planning consideration for the Jail renovation, which was not going to change if there were any, based on community feedback, changes to how the Jail renovations would proceed. He said he wanted to ensure that this would not impact how they were funding in this year. He said that he had received feedback from a constituent regarding the lack of AEDs (automated external defibrillators) for Police. He said he was curious about the cost of providing police officers with AEDs. He said that there was value in considering providing AEDs and training for patrol police officers.

Mr. Davidson said that they could follow up with those costs.

Ms. LaPisto-Kirtley said that she wanted to know the response time for fire vehicles, ambulances, and police cars when they attended a crash or similar incident. She said that she was curious if there was a delay between police and fire personnel arriving at the same location. She said that she agreed that anything they could do to save lives was important but was unsure if the Police Department had the necessary training or associated costs. She said that she appreciated the focus on complete safety and understood that everything came with a cost.

Ms. McKeel asked, regarding the HART program, if it was accurate to say that the current budget maintained its schedule of Monday through Friday, 8:00 a.m. to 5:00 p.m. without any additional time allocated.

Mr. Davidson said that was correct.

Mr. Gallaway asked if the discussion about Fire would be one that was a parking lot item or if there would be additional work session time allocated other than just that day.

Mr. Davidson said that the Board of Supervisors had set aside additional time during the March 11 work session specifically for discussing further general fund items, and there were other work sessions during which they could discuss this should the Board desire to bring that back.

Mr. Gallaway asked about the Blue Ridge Detention Center, which appeared to be an increase in the number of people served there because it was based on population or the average population over three years. He said he wanted to know if that cost avoidance was elsewhere due to programming changes or if it was simply an increase in total. He said he wondered if individuals were being diverted there because they were not being processed elsewhere or if it was just an overall increase. He asked about the nature of the vacant position that was recommended to be unfunded in FY25 on page 121 under police.

Mr. Sumner said that they would be including more details regarding those positions in their follow-ups of the items not included in the budget request.

Mr. Gallaway asked about the decrease of 322897 in the capital outlay expenditure category due to the removal of the one-time equipment costs added in FY24 for the addition of three new police officer positions, and whether that was because the County was not adding the three new police officer positions this year that were anticipated.

Mr. Davidson said no, that those three new police officers were added in FY24, and with that came vehicle, uniform, and other equipment expenses, and because this was year-over-year and the County was not adding new police officers, there would be no additional one-time costs.

Mr. Andrews said that he had heard Chief Stephens mention that they had a predicament in North Garden where they relied on volunteers for fire services coverage, but they were not attracting volunteers. He said that this situation was quite severe, and he hoped they could discuss ways to rectify this issue and that this would be part of future discussions. He said that this was of utmost importance.

Mr. Andrews said that he had enjoyed learning about the formation of the HART team and their accomplishments. He said that he would like to understand if expanding the team would enable them to serve more people, as this seemed like an effective approach to combine various skills. He said that of course, they must also address concerns about traffic safety and ensure that appropriate resources were allocated for this purpose. He said that he would like clarification regarding the reduction in operating

expenditures. He asked if the approved JCPenney facility had had any impact on their budgeting for various things related to operating.

Mr. Davidson said that currently, there had been no direct savings related to this. He said that the focus was on improving efficiency, altering processes, and enhancing service levels. He said that part of the budget-neutral fire mechanic costs they discussed involved performing tasks in-house at the facility instead of outsourcing them all. He said that this was one area where changes had been made due to opening that facility, but not necessarily resulting in cost savings.

Mr. Trevor Henry, Deputy County Executive, said that they would prepare a report for the Board through the Budget Office regarding AEDs for police. He said that many but not all of their vehicles had AEDs installed in them. He said that he did not have the exact percentage, but he could confirm that some vehicles across all shifts did have AEDs.

Mr. Henry said that regarding the Public Safety Operations Center (PSOC), he believed they would see improvements in both Fire and Police operations. He said that when procuring vehicles for police forces, they outsourced the customization process. He said that by having their facility, they could potentially bring in contractors who could complete this work for them, leading to increased efficiency and potential cost savings in FY25. He said that this was an example of how they could leverage their resources for future benefits.

Mr. Bowman said that they would return to Room 241 on Monday. He said that the Public Schools would present their budget, after which they would continue discussing the remaining general fund chapters according to the schedule provided to the Board. He said that on March 13, they would have a discussion about the CIP, the debt fund, and address any outstanding matters at the general fund if necessary.

Mr. Bowman said that they had prepared a comprehensive list of questions from the Board, primarily focusing on Fire Rescue and the Sheriff's TDO staffing. He said that this list was not exhaustive, but these were the things he had heard. He said that the Board may raise other topics, such as the HART team during their deliberations. He said that staff would allocate their time effectively after the CIP discussion on March 13, leading up to the proposed budget on March 25. He said that additional work sessions could be scheduled if needed.

Agenda Item No. 10. **Presentation:** S.L. Williamson Company, Inc. – Presentation of Claim.

The Executive Summary as forwarded to the Board states that on January 16, 2024, the County received a Notice of Claim from Corey D. Zoldan, an attorney representing S.L. Williamson Company, Inc. The claim concerns the Ivy Road Sidewalk Improvements Project contract, entered into on July 17, 2021, between S.L. Williamson and the County. S.L. Williamson requested that the Board of Supervisors schedule a date for its claim to be presented.

S.L. Williamson claims that it is entitled to \$238,207.29 for additional costs incurred during the project. Per the Notice of Claim (Attachment A), following this presentation, the Board has been requested to consider the claim..

The claim by S.L. Williamson is for \$238,207.29.

Staff recommends the Board hear S.L. Williamson's presentation and either accept or reject its claim at a later meeting date, after consideration..

Mr. Anthony Basset, Senior Assistant County Attorney, said that he would provide some background information before Mr. Lammers, counsel for S.L. Williamson Company, presented. He said that between November 2022 and July 2023, S.L. Williamson completed milling and paving work under contract with the County. He said the company had submitted a claim under Virginia Code §15.2-1245, stating that they were entitled to additional compensation under that contract. He said that staff requested that the Board listen to S.L. Williamson's counsel's presentation, then proceed to a closed session for counsel advice and staff briefing. He said that staff asked that the Board evaluate S.L. Williamson's claim and render a decision during their meeting scheduled for April 3.

Mr. Eric Lammers, attorney for S.L. Williamson Company, Inc., said that Mr. Eppert, Junior, who was the vice president of the company, and Ms. Williamson, the president of the company, were also present. He said that some people might be familiar with S.L. Williamson Company; it was a longstanding member of the community, a family business now in its third generation. He said it was a local business that produced asphalt and operated three plants in the area. He said the company had contributed over 200 pro bono projects to the community throughout its existence. He said that S.L. Williamson Company was an experienced contractor with a longstanding history of working with both public and private entities, including the Virginia Department of Transportation, in providing necessary services for projects like this one.

Mr. Lammers said the project in question was the Ivy Road Sidewalk Improvements Project. He said it included crosswalks and pedestrian signals at the old Ivy Road railroad underpass and the Ivy Road intersection, as well as bike lane facilities, curb and gutter, and storage drainage system improvements. He said this project was initially bid multiple times until it was essentially separated into

component parts. He said his client, S.L. Williamson, had bid on item two, which was the asphalt part, and was a successful bidder with a base bid of \$303,000 on March 15, 2021.

Mr. Lammers said that there were two components to the contractor's claim. He said the first and smaller one had to do with delay. He said S.L. Williamson was not the first contractor that had to perform on this project; there was work that had to be done before his client could come in and do the milling and paving work. He said that for whatever reason, that work was delayed. He said that as a result, his client signed a contract in July 2021, and under the contract, the work was supposed to be completed by June 2022.

Mr. Lammers said that the County did not permit his client to commence the work until December 2022. He said this was approximately six months after the paving was scheduled to be completed and 19 months after the work was priced. He said that time had a significant impact on the cost of work, particularly in these inflationary times. He said that inflationary impacts had been particularly evident in the construction industry.

Mr. Lammers said that the delay had two main effects on his client. He said there were increased labor and material costs from the time that the project was bid until when the work was actually permitted to proceed. He said secondly, paving was best done in the summer in a warmer climate. He said that in this case, his client was directed to proceed in winter at the very end of the season, which also increased costs. He said that before performing the work, his client identified these increased escalated costs to the County and documented approximately \$91,000 of increased costs. He said that most of these increases were in material costs, such as fuel, asphalt, tack, and aggregates. He said that a smaller portion was in increased labor costs.

Mr. Lammers said that the County did not agree to compensate his client for these increased costs or acknowledge the cost escalation. He said that his client mobilized as directed to perform the asphalt paving work in December of 2022. He said the work was carried out on a portion of Route 250. He said the eastern section had very poor drainage, which was near the light at Ivy Provisions. He said the cross slopes were much less than what would be VDOT standard. He said Mr. Eppard would describe the work they did.

Mr. Larry (Junior) Eppard said that when they commenced work on the project, the plan agreed upon by the County involved a mill and overlay of the entire section of roadway, along with improvements to drainage in some new areas. He said that upon examining the road in its existing condition, they noticed that it lacked a crown, causing water to flow downhill during rainfall and resulting in low tire tracks that led to hydroplaning. He said that to address these issues, they decided to edge mill the roadway, allowing them to connect the asphalt to the existing concrete curbs and overlay it with 1.5 inches of asphalt. He said that this approach improved drainage by raising the middle of the road. He said that the County's inspection staff was present during the process, observing their work without objection or disagreement. He said that this marked the first time they had done the job.

Mr. Lammers said that they carried out the work in a specific manner to address existing poor drainage issues, particularly at the bottom of the hill where there was a significant problem. He said that they raised the road centerline grade to meet project requirements. He said that inspectors were present throughout the job and raised no concerns about the work completed. He said that after completing the work, his client believed that the job was satisfactory and they would receive payment.

Mr. Lammers said that after completing the work, the County had two concerns: one related to his client's work and another involving another contractor. He said he was uncertain about the dispute between the County and the other contractor, but he knew that the County was not satisfied with the line marking placements on the project. He said that the County raised a new issue concerning his client's work. He said that the County argued that instead of doing what it did to improve drainage and meeting grade requirements, his client should have removed 1.5 inches of asphalt before placing another 1.5 inches of asphalt on the road. He said that this would have left the road in its original state with its existing problems.

Mr. Lammers said that there were numerous discussions and meetings regarding this issue. He said he had attached several letters and notices, Exhibits 4 to 7, in their claim to provide context for these discussions. He said that they also attempted to bring this matter to the Board's attention. He said his client was informed by the County that they had to remove all of the newly placed asphalt, mill down 1.5 inches from the old road, and then replace everything. He said his client raised several issues against this work requirement, including a contract dispute.

Mr. Lammers said his client argued that the plans and contract did not clearly mandate 1.5-inch full-depth milling. He said that instead, the contract, which took precedence over anything else, described the work as asphalt milling buildup and/or overlay along Ivy Road. He said that they also raised the fact that the County was present, as well as VDOT, during the entirety of this work and never raised any issues. He said that if this was truly the County's position, it would have been beneficial for everyone to have noted it before all of this work was completed, potentially saving hundreds of thousands of dollars.

Mr. Lammers said there was a performance issue. He said that his client continued to believe that their actions in this job were appropriate. He said that in fact, they were necessary to avoid a safety hazard on this road due to water ponding and potential risk, particularly given the addition of a bike lane. He said that preventing the risk of asphalt deterioration from allowing water to remain on the roadway and improving the grade to meet the required tolerance were important considerations.

Mr. Lammers said there was the issue of the cost of work. He said S.L. Williamson was paid \$303,000 for this project. He said that the cost escalation they had already experienced combined with the cost of this corrective work would result in a complete loss for the contractor. He said that the County's response essentially rejected his client's position. He said that the County did not provide much reasoning for their decision other than their belief that full-depth milling to 1.5 inches was required. He said that he was not aware that they ever received a clear explanation as to why the County had raised this issue earlier or what substantive performance improvement would result from it.

Mr. Lammers said that as directed by the County, his client proceeded to go back and complete the work that the County had requested. He said that this work was not what the County had initially said needed to be done.

Mr. Eppard said that they returned and completed the work, which was likely in August of last year. He said that they met with the County multiple times and discussed and finalized a corrective action plan. He said this required them to remove the asphalt they had installed, mill down the existing road by 1.5 inches, and then place a 1.5-inch layer back. He said that after finishing their initial work, they obtained a survey of the existing road, which revealed that it was close to the finished grade specified in the plans in the middle of the road.

Mr. Eppard said that with the new agreement, they went back to the site and began the corrective action work. He said the County and inspectors observed them edge mill the road again and overlay a 1.5-inch layer. He said that the outcome was excellent because now the road had a couple of inches more crown than the plans even called for. He said it was higher than the plan elevation should have been. He said this additional work was a direct cost to them.

Mr. Lammers said that another aspect of this work involved the striping. He said that another factor that influenced this was that the County wanted the striping redone. He said it was unclear why S.L. Williamson was asked to complete this work; however, he questioned whether this would have occurred if there had not been an issue with the markings.

Mr. Lammers provided the pre-construction CAP (Corrective Action Plan). He said that what they were told to do and the reason why they were told to do it was different from what they were actually directed to perform during the corrective action. He said that documents in the presentation highlighted these discrepancies across several pages. He said that this also indicated areas that were supposed to be covered by the striping contractor. He said that they had no means of enforcing this, and they did not have a contract with a striping contractor. He said they had not been compensated for those portions, except for some curbs.

Mr. Lammers said that the total costs of the corrective action amounted to \$238,207.29 for his client. He said they provided these costs to the County after the corrective work was completed. He said they had included them in this claim as Exhibit 8. He said the County refused to pay any portion of these costs. He said that they were forced to incur excess costs of nearly \$250,000, in addition to the escalation due to delay that his client had no part in. He said that there was no dispute that his client was not responsible for delaying this job. He said the job was delayed due to factors within the County or other contractors involved.

Mr. Lammers said that regardless of who caused the delay, they maintained that they were not at fault. He said that they should not be required to bear the additional costs incurred. He said that these costs amounted to over \$300,000 for a job that originally had a lump sum bid of \$303,000. He said that they believed that the County's decision to require full-depth milling was incorrect. He said that there was a legal doctrine known as economic waste, which stated that if a contractor reasonably complied with specifications but faced a technical defect, and the cost of rectifying that defect was disproportionate to any real improvement gained, then the government should not proceed with the corrective work. He said that they argued that this doctrine applied in this case.

Mr. Lammers said that they believed that the contractor was treated unfairly. He said that as a result of the delay, they had incurred increased material and labor costs. He said they had also faced increased costs due to paving during winter months and having to mobilize twice for the same work and corrective measures that they felt had provided no real benefit to the public or to the County, as it made it more difficult for contractors to bid on County work or increased the cost of bidding if they did choose to participate. He said that they were requesting reimbursement from the County for the \$238,000 incurred during the corrective work performed under the County's direction, as well as the increased costs of performance and attorney's fees associated with this claim.

Agenda Item No. 11. Closed Meeting.

At 4:58 p.m., Mr. Pruitt moved that the Board of Supervisors convene a 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, 5th & Avon Community Advisory Committee, Citizens Transportation Advisory Committee, Crozet Community Advisory Committee, Places 29 (North) Community Advisory Committee, Police Department Citizens Advisory Committee, Social Services Advisory Board, and Solid Waste Alternatives Advisory Committee;

- under subsection (7), to consult with legal counsel and receive briefings by staff members pertaining to (i) actual litigation concerning the Ragged Mountain Natural Area, in the case styled Board of Supervisors of the County of Albemarle, Virginia v. City Council of the City of Charlottesville, Virginia, and (ii) probable litigation concerning a claim by S.L. Williamson, Inc. related to a construction project undertaken by the County, where consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the County and the Board; and
- under subsection (8), to consult with legal counsel regarding specific legal matters requiring legal advice related to the foregoing claim of S.L. Williamson, Inc.

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. 12. Certify Closed Meeting.

At 6:04 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.

Non-Agenda Item. Action coming out of Closed Meeting.

Ms. McKeel **moved** that the Board of Supervisors 1) approve the proposed agreement with the City of Charlottesville concerning the case *Board of Supervisors of the County of Albemarle, Virginia vs. City Council of the City of Charlottesville, Virginia*, Case #CL17-203 pending in Charlottesville Circuit Court in the form presented in today's meeting of the Board of Supervisors; and 2) authorizing the County Executive to execute and deliver the agreement substantially in such form containing such completions, omissions, insertions, and changes consistent with this motion, as are approved by the County Executive and the County Attorney, whose approval shall be evidenced conclusively by their execution and delivery of the 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.

**AGREEMENT BETWEEN THE CITY OF CHARLOTTESVILLE AND THE
COUNTY OF ALBEMARLE RESOLVING THE RAGGED MOUNTAIN
RESERVOIR LITIGATION**

This Agreement memorializes the City of Charlottesville's and the County of Albemarle's final resolution of the litigation pending between the localities in the Charlottesville Circuit Court (Case No. CL17-203) and subject to a Notice of Appeal to the Court of Appeals of Virginia.

WHEREAS, the City of Charlottesville ("City") and the County of Albemarle ("County") (each individually referred to as a "Party" and collectively referred to as the "Parties") desire to document their understanding regarding the end of litigation between the Parties in the noted matter and the implementation and maintenance of appropriate signage and law enforcement responsibilities at the Ragged Mountain Reservoir (Albemarle County Parcel Identification Number 07500-00-00-00100) (the "Reservoir").

NOW THEREFORE, the Parties hereto covenant and agree as follows:

1. Resolution of Pending Litigation

The City will withdraw its appeal to the Court of Appeals of Virginia of the Charlottesville Circuit Court's Final Order entered on September 30, 2022, in Case No. CL17-203. Consistent with that Final Order, the City will repeal Charlottesville City Code Section 18-24(b) and Charlottesville City Code Section 18-25(f) on or before the date which is six (6) months from the date of full execution of this Agreement.

2. Posting Signs at the Reservoir

After the City withdraws its appeal, the County will be allowed (but not required) to install signs at strategic locations on the Reservoir notifying visitors that bicycling is not permitted, amongst other activities prohibited by the Parties consistent with the Court's Final Order. The signs may also notify visitors of permitted activities (i.e., hiking on trails, nature watching, picnicking at designated locations, kayaking, and additional activities that may be permitted by amendment of the County Code in a manner consistent with the Court's Final Order). Any such signs will be designed in a format materially the same as signs depicted in the attached Exhibit A, reflecting such activities as are prohibited and permitted from time to time in accordance with this Agreement. The County will be responsible for the design, production, installation, and maintenance of such signs and related hardware (i.e., posts and fasteners) and the costs thereof.

3. Law Enforcement

Upon the City withdrawing its appeal, the County will maintain primary law enforcement responsibilities at the Reservoir consistent with its current level of responsiveness to calls for service at the Reservoir and may increase enforcement efforts and activities based upon the efficacy of the County's sign postings and public education outreach efforts. This Agreement in no manner restricts the City's authority to exercise police power over the Reservoir and over persons using the Reservoir and to send its law enforcement officers to the Reservoir for the purpose of protecting the property, keeping order therein, or otherwise enforcing the laws of the Commonwealth of Virginia and the City's ordinances as such laws and ordinances may relate to the operation and use of the Reservoir, provided the same are consistent with the Final Order. This Agreement has no effect on any other police power the Parties and their respective police departments have, consistent with the Final Order, under current and future federal, state, and local law or under any existing or future mutual aid agreement or other agreement, memorandum of agreement, or memorandum of understanding between the Parties. Neither does this Agreement limit the immunities from suit or liability, exemption from laws, ordinances and regulations, or any other benefit the Parties' law enforcement officers, agents, and other employees enjoy while performing law enforcement services on the Reservoir under this Agreement.

4. Sovereign Immunity

Nothing in the Agreement is to be interpreted to be an express or implied waiver of either Party's sovereign immunity or to be an assumption of risk or liability by a Party for the acts or omissions of the other Party's law enforcement officers, agents, or other employees causing harm to persons or property not party to this Agreement.

5. Public Rights

The Parties acknowledge this Agreement will benefit the public but agree nothing contained herein shall be construed to convey to the public a right of access to or use of the Reservoir contrary to the City's lawful regulations and agreements. This Agreement does not confer upon the public or permit any use of the Reservoir that is otherwise prohibited by federal, state, or local law or regulation. Nothing herein confers to the public or any third-party a right to enforce any term of this Agreement.

6. Acknowledgement of Cooperative Efforts


The Parties acknowledge and shall continue their cooperation and mutual efforts in ending the litigation and achieving a level of assistance that will most effectively allow the City and the County to preserve public safety and welfare at the Reservoir.

7. Duration and Amendment

This Agreement shall continue until modified or terminated in a writing approved by the Parties' governing bodies and executed on behalf of the Parties.


WHEREFORE, this Agreement has been authorized by the City Council of the City of Charlottesville, Virginia, in an open meeting on March 5, 2024, and by the Board of Supervisors of the County of Albemarle, Virginia, in an open meeting on March 6, 2024, and each governing body has authorized the execution of this Agreement by the City Manager and the County Executive, respectively, as attested by the Clerk of each governing body.

CITY OF CHARLOTTESVILLE, VIRGINIA

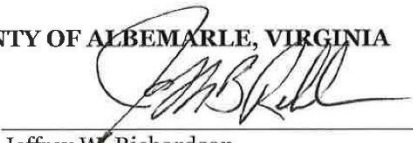
By: 
Samuel Sanders, Jr.
City Manager

Date: 03/07/24

Approved as to Form:

By: 
Charlottesville City Attorney

COUNTY OF ALBEMARLE, VIRGINIA

By: 
Jeffrey W. Richardson
County Executive

Date: 3/11/24

Approved as to Form:

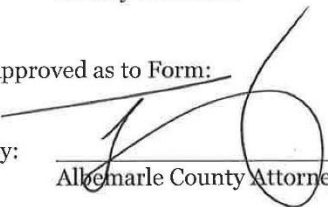
By: 
Albemarle County Attorney

EXHIBIT A



Item No.13. Boards and Commissions:
Item No. 13. a. Vacancies and Appointments.

Ms. McKeel **moved** that the Board appoint the following individuals to boards, committees and commissions:

- **Appoint** Mr. Matthew Seibert to the 5th & Avon Community Advisory Committee with said term to expire on September 30, 2025.
- **Appoint** Mr. Jose Gomez to the Citizens Transportation Advisory Committee (CTAC), with said term to expire on April 3, 2026.
- **Appoint** Mr. Peter Thompson to the Citizens Transportation Advisory Committee (CTAC), with said term to expire on April 3, 2025.
- **Reappoint** Mr. Kostas Alibertis to the Crozet Community Advisory Committee with said term to expire on March 31, 2026.
- **Appoint** Ms. Christine Hirsh-Putnam to the Solid Waste Alternatives Advisory Committee (SWAAC), with said term to expire on May 31, 2028.
- **Appoint** Ms. Kaleigh Reno to the Solid Waste Alternatives Advisory Committee (SWAAC), with said term to expire on May 31, 2026.

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. 14. From the County Executive: Report on Matters Not Listed on the Agenda.

There was no formal report.

Agenda Item No. 15. From the Public: Matters on the Agenda but Not Listed for Public Hearing or on Matters Previously Considered by the Board or Matters that are Pending Before the Board.

There were no speakers from the public.

Agenda Item No. 16. **Public Hearing: SP202300006 Arbor Life Professional Tree Care.**

PROJECT: SP202300006 ArborLife Professional Tree Care

MAGISTERIAL DISTRICT: Samuel Miller

TAX MAP/PARCEL: 07100-00-00-037K0

LOCATION: 163 Patterson Mill Ln

PROPOSAL: Special use permit for a landscape contractor

PETITION: A request for a special use permit under Section 18-10.2.2 for a landscape contractor on a 4.02 acre lot in the Rural Areas. The site has an existing building and would house equipment utilized in the arboriculture industry as well as have on site storage area for wood chips, mulch, and a staging area for larger wood material before transport.

ZONING: RA Rural Areas - agricultural, forestal, and fishery uses; residential density (0.5 unit/acre in development lots)

ENTRANCE CORRIDOR: Yes

OVERLAY DISTRICT: None

COMPREHENSIVE PLAN: Rural Area – preserve and protect agricultural, forestal, open space, and natural, historic and scenic resources; residential (0.5 unit/ acre in development lots) in Rural Area 3 in the Comprehensive Plan.

The Executive Summary as forwarded to the Board states that at its meeting on January 23, 2024, the Planning Commission (PC) voted 7:0 to recommend approval of SP202300006 ArborLife Professional Tree Care Landscape Contractor, for the reasons stated in the staff report and with staff recommended conditions, following one revision to proposed Condition #3.

Attachments A, B, and C are the PC staff report, action letter, and meeting minutes.

Though supporting the use overall, the PC discussed the requirement for onsite water and sewage facilities. As detailed in the staff report, there is an existing farm building on the site. With a change in use to a commercial building, the Building Code requires a restroom with potable water. The PC was open to alternatives, but understood that permanent onsite water and sewer facilities are required based on applicable codes and regulations. Staff and the PC have recommended revised conditions that address concerns and prohibit the use of portable toilets or pump and haul systems.

The revised conditions, including the recommendation of the Planning Commission, are listed below:

1. Development of the use must be in general accord with the conceptual plan titled “SP202300006 Concept Plan for ArborLife Professional Tree Care” drawn by Meridian Planning Group, last revised November 16, 2023. To be in general accord with the Conceptual Plan, development must reflect the following major elements essential to the design of the development:
 - a. Location of buildings;
 - b. Location of parking areas; and
 - c. Location of storage areas.Minor modifications to the plan that do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance.
2. Development of the site must comply with a minimum 50-foot setback for structures and must comply with the use buffer requirements of County Code §18-26.5(c) along the boundary with Parcel ID 07100-00-00-037J0.
3. The use of portable toilets and pump and haul are prohibited.
4. Prior to final site plan approval, a VSMP plan to address all prior or proposed land disturbance must be approved.

Staff recommends that the Board adopt the attached Resolution (Attachment D) to approve SP202300006 ArborLife Professional Tree Care Landscape Contractor, with conditions.

Mr. Kevin McCollum, Senior Planner, said that tonight he would be providing staff’s presentation for SP202300006 ArborLife Professional Tree Care. He said that it was a special use permit application for a landscape contractor in the Rural Areas zoning district. He said that he would first give some background information. He said that landscape contractors were added to the Rural Areas zoning district as a use permitted by special use permit in September 2020. He said that this was the first Board of Supervisors public hearing for this use type. He said that the zoning text amendment (ZTA) from that time added landscape services and storage of landscape materials in Rural Areas on parcels of three acres or more by special use permit.

Mr. McCollum said that a landscape contractor was defined as an establishment providing landscaping services. He said that for the purposes of this definition, landscaping means the modification of the landscape for an aesthetic or functional purpose. He said that it also defined an establishment in the Zoning Ordinance as a public or private institution or place of business. He said that therefore, a landscape contractor was essentially a business providing landscape services.

Mr. McCollum said that previously, landscape contractors who were too large for a home occupation permit were simply not permitted in Rural Areas and would have to find a commercial or industrial space in the Development Area. He said that the staff report for the ZTA also included a list of items to consider when reviewing new landscape contractor special use permits. He said that these included items such as the storage of materials on the site, the number of buildings, proposed setbacks, access, anticipated traffic, hours of operation, and information on noise and smell.

Mr. McCollum said that the subject property for this special use permit application is located at 163 Patterson Mill Lane, just outside the Crozet Development Area. He said that the property was located on the southern side of Interstate 64. He said that across Patterson Mill Lane, labeled 71-39 on the map, was a VDOT-owned maintenance and storage facility. He said that to the south and east along Patterson Mill Lane, there were some existing residential properties. He said that the subject property included an existing metal farm building with a surrounding gravel parking area. He said that there was a fence along the frontage of Patterson Mill Lane, while Interstate 64 was located at the rear.

Mr. McCollum said that the existing conditions were displayed using a Google Street View from along Patterson Mill Lane. He said that the conceptual plan of the property was provided. He said that the proposal was for a landscape contractor business that would utilize the existing building for equipment and have onsite storage areas for vehicles, equipment, wood chips, mulch, and other large wood materials.

Mr. McCollum said that the existing building would remain, and additional parking spaces were added, along with specific storage area identifications. He said that employees would arrive and park their personal vehicles before leaving for off-site work locations using company equipment during the day. He said that the associated equipment and storage materials would be kept onsite, and the large majority of work would be completed off-site.

Mr. McCollum said that the special use permit application was reviewed based on factors in the Zoning Ordinance, concluding that the proposed landscape contractor would not be detrimental to adjacent parcels, would not change the character of the nearby area, would be in harmony with the zoning district, and would be consistent with the Comprehensive Plan. He said that to ensure these factors were met, staff proposed four conditions.

Mr. McCollum said that the first condition was that development of the property would be in general accord with the provided conceptual plan. He said that the second condition was to ensure that the proposed use would not have negative impacts on the surrounding property, specifically the abutting property to the south. He said that staff believed that the proposed use had industrial characteristics and that the industrial use buffer requirements found in the Zoning Ordinance should apply. This meant a 50-foot building setback, a 30-foot buffer, and any additional screening necessary along the property line of TMP 71-37J. He said that the proposed concept plan demonstrated that compliance with these regulations was feasible.

Mr. McCollum said that there was an existing farm building on this property. He said that to be used as part of a landscape contractor business, a change in use permit to a commercial building was required under the building code, changing from a farm building to a utility or storage building. He said the building code required a restroom with potable water, and that staff was willing to work with the applicant on providing alternatives, but Condition 3 went beyond those requirements and addressed additional concerns by prohibiting the use of portable toilets and pump and haul systems. He said that Condition 4 was based on recommendations by their engineering department and required a VSMP (Virginia Stormwater Management Program) application addressing all prior site disturbance done incrementally on this site.

Mr. McCollum said that to conclude, staff had found as positive aspects that the proposed use was consistent with the Comprehensive Plan, and no detrimental impacts to adjoining properties were anticipated. He said that staff had no additional concerns that were not addressed by the proposed conditions. He said that staff recommended that the Board adopt the attached resolution to approve this application, SP202300006, ArborLife Professional Tree Care Landscape Contractor, with the conditions presented.

Ms. Mallek said that one question she would ask the applicant was whether the storage of wood chips and mulch was permanent or temporary. She said that Mr. McCollum mentioned that people drove their cars onto the property and then left, and also mentioned that most of the work would be conducted off-site. She asked if they were digging or cutting down trees on the site.

Mr. McCollum said that his understanding was that no mulching or grinding would be taking place onsite. He said that it would serve solely as a location for storing such materials.

Ms. Mallek said that regarding the buffers between the properties to the south, she would like to know whether the common ownership of these properties would impact the interpretation of the situation.

Mr. McCollum said that they had discussed that. He said that even if the property owner was the same owner, they would like to see screening and a use buffer. He said that the property may be sold in the future. He said that they wanted to ensure that there were no impacts to the adjacent property. He said that the surrounding area at the rear could be found in the concept plan or the map. He said that a majority of the abutting property line was actually Interstate 64 right-of-way. He said that they were not as concerned with impacts to that right-of-way. He said that essentially, the entire property line was with 71-37J. He said that where the red arrow was pointing, it was just that property line.

Ms. LaPisto-Kirtley said that the business listed various items present, such as wood chips, equipment, and similar items; however, logs were not mentioned. She said that however, she saw that there was a storage area for logs. She asked if this was a landscaping company, would they store numerous logs like in a lumber yard.

Mr. McCollum said that his understanding was that they provided tree work services. He said that tree work fell under their definition of landscape contractors since they offered landscaping services that involved altering trees which impacted the landscape. He said that they had identified a specific area for log storage on their plan. He said that under the conditions they had provided, they would be required to store any logs they brought to the site in that designated area at the rear.

Ms. LaPisto-Kirtley said that the proposal's location near I-64, away from Rural Areas, was preferable due to past issues with landscaping businesses operating in residential neighborhoods.

Ms. McKeel asked if the applicant would be using well water on the site.

Mr. McCollum said that he believed they would need a new well. He said that there existed an agricultural well that building officials had commented on, stating that it would not be suitable for potable water. He said that they would be required to have the Virginia Department of Health (VDH) review this project moving forward. He said that they would need to review any proposed well and also any proposed bathroom facilities.

Ms. McKeel asked if there would be a septic system.

Mr. McCollum said that one option was available. He said that they were willing to work with the applicant. He said that by their proposed conditions, they had prohibited only two things: portable toilets and the pump and haul system. He said that they were willing to work with the applicant on alternative solutions that could meet the same intent and purpose.

Mr. Gallaway said that his only question was also about the water. He said that he was informed that there would be a limited number of people on the site.

Mr. Andrews said that it showed a steep drop-off toward the east. He said that Mr. McConnell had mentioned the VSMP review process. He asked if more information could be provided on why it was required.

Mr. McCollum said that there was an existing gravel area surrounding the building. He said that he understood that they had conducted disturbance activities, such as clearing, incrementally less than 10,000 square feet at a time. He said that as a result, they were not required to obtain permits for these activities. He said that however, since this was now a legislative review item, engineering had requested that VSMP account for the previous disturbance that occurred without a permit.

Mr. Andrews opened the public hearing.

Ms. Monica Madison, ArborLife Professional Tree Service, said that she would begin with giving some overall context to the site. She said that the images on the slide were taken as one approached 163 Patterson Mill. She said that it was located next to the 250 where one entered onto the 64. She said that the next slide was another overview of the entire site, with the red dot representing the future park and ride facility. She said that this helped them understand what was coming to that neighborhood or street. She said that the park and ride would be situated before the lot that Arbor Life intended to utilize. She said that it was across from the VDOT maintenance facility.

Ms. Madison said that the park and ride sat right on the entrance ramp as they approached. She said that upon turning onto Patterson Mill off of 250, the first building that could be seen was a community church. She said that also provided was an aerial view of the area. She said that VDOT was located on the right side of the screen, while ArborLife was situated on the left. She said that the next screen provided some responses in working with the health department to address their restroom issues, which they were trying to solve because of the unusual lot layout.

Ms. Madison said that to provide some context about this lot, it was previously a permitted borrow and soil site or fill site, which altered the soil composition of this particular lot compared to the rest of the neighborhood because they brought in things from everywhere. She said that this made it a bit of a reclamation project, although they were not calling it that since the work was completed before their arrival. She said that this did, however, present some interesting challenges when working with the sanitation department. She said that VDH (Virginia Department of Health) had been very helpful in addressing these issues. She said that one of the recommendations provided was to use composting toilets like those found in Albemarle County Parks, such as the one shown on the screen, which included

a hand sanitizing station.

Ms. Mallek asked if the applicant had been given some definition from staff about what alternatives there were available in terms of plumbing.

Ms. Madison said that for the plumbing, one of the options involved utilizing composting toilets. She said that VDH believed that this was likely the most practical choice for that site. She said that originally, they had suggested portable toilets, which VDH preferred due to a different solution that could be placed in walls and had additional benefits. She said that however, since portable toilets were no longer an option, composting toilets might be used, and what was being used at a park. She said that although slightly different, these toilets still served the same purpose, and she was still discussing this with VDH.

Ms. Mallek asked if staff had recommended this as a definite option.

Ms. Madison said yes, staff had been discussing these options with them.

Ms. Mallek said that the VSMP permit stated that work completed should be accounted for; and she asked whether some of this work occurred prior to the applicant's purchase of the property, or whether it was all done since the applicant bought it.

Ms. Madison said that the disturbance area was less than 10,000 square feet.

Ms. Mallek confirm that that had been approved.

Ms. Madison said yes.

Ms. Mallek said that she planned to consult staff later regarding the VSMP to verify that she used the correct terminology. She said that regarding the park image that was provided, they did not know what that was officially called yet.

Ms. Madison said not yet.

Ms. Mallek asked how many people she could estimate would use these facilities daily. She said that the photograph provided was from Mint Springs and was likely used by 50 to 100 people per day, so she would assume it would be that amount.

Mr. Pruitt said that he understood that they would be using a composting toilet. He said that there was already a considerable amount of information about composting toilets provided. He said that composting toilets operated at a specific action speed, meaning that they only can compost as fast as the process allowed. He asked if, in the event that it was filling faster than it could process waste, this would put them in violation of their agreement not to use a pump and haul method.

Ms. Madison said that the likelihood of the site filling up was very slim due to their small business size. She said that they had six employees who visited the site, and their time spent there was limited to 30 minutes. She said that they could likely provide more insight since they were the workers, but most of them tended to complete their personal business before arriving at the site. She said that this usually occurred during their commute since they were mobile workers. She said that no significant activities took place at this site; employees merely dumped mulch that got recycled and used elsewhere. She said that their presence at the site was less than 30 minutes, with a maximum of 45 minutes.

Mr. Pruitt said that he was primarily attempting to look out for the applicant's interests, ensuring that they did not find themselves in a situation where, despite their best intentions, they may have to violate one of their own warranties in this instance. He said that if the applicant was confident that the issue would not arise, then he was satisfied.

Ms. LaPisto-Kirtley asked if there was no plan to install running water.

Ms. Madison said that they were working on that issue. She said that they did have an agricultural well that VDH had indicated could be brought up to be a potable water source. She said that there were some options there they would be able to work through.

Ms. LaPisto-Kirtley asked if the trailers on the property would be allowed to have water and toilets.

Ms. Madison said that while they would love that solution, it would depend on the County approving such a decision. She said that it may constitute a portable toilet, but she would defer to the County's definition.

Mr. Andrews asked if there was any restriction or expectation regarding how far away the materials must be from the slope on the property.

Ms. Madison said that currently on the site, the chips were all in front and were not near the slope. She said that there was nothing near the slope at this time. She said that the logs were located above that deep slope and were never on the site for more than a week before being transported to their

intended destination.

Mr. Andrews asked the Clerk if there was anyone signed up and there was.

Mr. Roger Willet said that he was a resident of Afton in the Samuel Miller District. He said that he signed up for public comment to provide context. He said that it was important to note that Mr. Baber's business location was in Crozet, where they owned the property. He said that the actual operations of the business did not take place at the subject site; it would not be relocated there. He said that he thought this detail was important. He said that essentially, all billing and public meetings had been conducted in Crozet for years. He said that their current location was near Route 250, just before the school zone. He said that this site was not ideal for taking commercial trucks out during school hours when children were arriving or departing.

Mr. Willet said that as Crozet had grown from a few thousand residents to 10,000, traffic congestion had become an issue. He said that this would alleviate some of that traffic by serving as a location for equipment storage rather than a traditional business site. He said that the operators would come to this location to pick up their equipment and proceed to their job sites without any distractions or delays. He said that there would be no lounge or other facilities that could slow them down. He said that this site would not attract public visits. He said that the building would simply enclose the equipment currently stored outside near Route 250.

Mr. Andrews said that the applicant had the opportunity for a five-minute rebuttal.

Ms. Madison said that she would like to inform the Board that Mr. Baber, the owner, informed her that he had already contracted a professional to repair the slope that had been referenced earlier. She said that she was previously unaware, and wanted to let the Board know that the issue was being addressed.

Ms. Mallek asked Mr. McCollum if it was correct that the VSMP requirement was to address with any stormwater implications on the site.

Mr. McCollum said that was correct.

Ms. LaPisto-Kirtley asked why a trailer would not be permitted to have water and toilet facilities.

Mr. McCollum said that he would need to confirm with VDH. He said that they were primarily concerned about there being a port-o-john or pump and haul system. He said that those two specific things would not be permitted, but they were willing to work with the applicant and VDH to find a solution.

Ms. LaPisto-Kirtley said that she felt the issue of water was important.

Ms. Mallek asked for the definition of a pump and haul system.

Mr. Bart Svoboda, Deputy Director of Community Development, said that there were a couple of types of pump and haul systems. He said that the first type involved an agreement between the landowner and the Department of Health, typically lasting for about one year for system repair. He said that the second type was permanent, with the County assuming responsibility for the contract between the health department for the pump and haul system. He said that this arrangement made the system function similarly to a public sewer system since the County was involved in a permanent facility. He said that there were no individual permanent pump and haul systems allowed.

Mr. Svoboda said that this meant that the County was responsible for managing facilities such as port-a-johns or portable trailers that required pumping and hauling services. He said that pit privies, like those found at parks, were examples of composting facilities. He said that the fancy version of a port-o-john were trailers, and these were used for temporary purposes. He said that the Virginia Administrative Code contained interchangeable names for these facilities but generally referred to trailered versions of portable toilets. He explained that this was not a temporary use, so they wanted something more durable that would hold up to the environment and last for the life of the use.

Ms. Mallek asked if the photograph from the park would be an example of something the County would agree was acceptable for a small number of employees.

Mr. Svoboda said yes. He said that it would operate similar to a conventional system. For those in the rural area who have a septic tank, which requires pumping at certain intervals, a conventional system works the same way.

Ms. Mallek asked if this requirement would be recorded in more detail with today's decision so there was no confusion about what was being approved.

Mr. Svoboda said that they would have the Virginia Department of Health involved when both the well upgrade was complete and what they would call the septic system, either composting or conventional, had received approvals from the health department to proceed. He said that this followed the normal channel.

Mr. Andrews closed the public hearing and the matter was back before the Board for any comments before a motion.

Mr. Pruitt **moved** that the Board adopt the Resolution to approve the SP202300006, ArborLife Professional Tree Care (Attachment D).

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 APPROVE
SP202300006 ARBORLIFE PROFESSIONAL TREE CARE**

WHEREAS, upon consideration of the staff reports prepared for SP202300006 ArborLife Professional Tree Care and all of their attachments, including staff's supporting analysis, the information presented at the public hearings, any comments received, and all of the relevant factors in Albemarle County Code §§ 18-10.2.2 and 18-33.8(A), the Albemarle County Board of Supervisors hereby finds that the proposed special use would:

1. not be a substantial detriment to adjacent parcels;
2. not change the character of the adjacent parcels and the nearby area;
3. be in harmony with the purpose and intent of the Zoning Ordinance, with the uses permitted by right in the Rural Areas zoning district, and with the public health, safety, and general welfare (including equity); and
4. be consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves SP202300006 ArborLife Professional Tree Care, subject to the conditions attached hereto.

* * *

SP202300006 ArborLife Professional Tree Care Special Use Permit Conditions

1. Development of the use must be in general accord with the conceptual plan titled "SP202300006 Concept Plan for ArborLife Professional Tree Care" drawn by Meridian Planning Group, last revised November 16, 2023. To be in general accord with the Conceptual Plan, development must reflect the following major elements essential to the design of the development:
 - a. Location of buildings;
 - b. Location of parking areas; and
 - c. Location of storage areas.Minor modifications to the plan that do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance.
2. Development of the site must comply with a minimum 50-foot setback for structures and must comply with the use buffer requirements of County Code §18-26.5(c) along the boundary with Parcel ID 07100-00-00-037J0.
3. The use of portable toilets and pump and haul are prohibited.
4. Prior to final site plan approval, a VSMP plan to address all prior or proposed land disturbance must be approved.

Agenda Item No. 17. **Public Hearing: ZMA202300011 4102 Dickerson Road**.

PROJECT: ZMA202300011 4102 Dickerson Road
MAGISTERIAL DISTRICT: White Hall
TAX MAP/PARCEL(S): 03200-00-00-009H0
LOCATION: 4102 Dickerson Road
PROPOSAL: Request to rezone 2.22 acres from Rural Areas (RA) to Light Industrial (LI)
PETITION: An application to rezone the 2.22-acre parcel from Rural Areas (RA) which allows agricultural, forestal, and fishery uses as well as residential uses (maximum density of 0.5 unit/acre in development lots) to Light Industrial (LI) which allows industrial, office, and limited commercial uses (no residential uses).
OVERLAY DISTRICT(S): AIA Airport Impact Area
ENTRANCE CORRIDOR (EC): No
PROFFERS: No
COMPREHENSIVE PLAN: Light Industrial – manufacturing from prepared materials, processing, fabrication, assembly, and distribution of products. In the Community of Hollymead in the Places29 Master Plan.

The Executive Summary as forwarded to the Board states that at its meeting on January 23, 2024, the Planning Commission (PC) voted 7:0 to recommend approval of ZMA202300011 for the reasons stated in the staff report.

Attachments A, B, and C are the PC staff report, action letter, and meeting minutes.

There were two areas of discussion at the PC public hearing:

First, the property, along with five others, is in an area of the Development Area not within the Albemarle County Jurisdictional Area (ACSAJA). Staff explained that amending the ACSAJA to authorize water and sewer service to the parcel would need to be a future Board of Supervisors action. The applicant may pursue that option at the site plan stage, or the property may continue to be served by well and septic.

Second, the applicant's illustrative conceptual map did not show all required setbacks and buffer areas. Since the PC public hearing, the conceptual map has been revised to show both the required 50' setback to abutting rural or residential parcels and to include the required 30' use buffer, which does not allow the parking shown on the previous plan.

Staff recommends that the Board adopt the attached ordinance to approve ZMA202300011 4102 Dickerson Road (Attachment E).

Mr. Syd Shoaf, Senior Planner, said that he would be providing the Board with staff's presentation for zoning map amendment application ZMA 202300011, 4102 Dickerson Road. He said that this application proposed a rezoning of a 2.22-acre lot from Rural Areas to light industry. He said that the subject property was located north of the City of Charlottesville, near the Charlottesville-Albemarle airport. He said that it was situated at 4102 Dickerson Road, north of Airport Road, south of Chris Greene Lake Park, west of US 29 North, and east of the airport. He said that the tax map parcel was 32-9H, and the entire parcel was approximately 2.22 acres.

Mr. Shoaf said that it contained an existing one-story single-family dwelling unit and an existing detached garage. He said that the property was currently zoned Rural Areas, shown as white on the map. He said that the parcels to the north and northwest were also zoned Rural Areas, where the properties to the north were single-family residential, while the property to the west was the Charlottesville-Albemarle airport. He said that to the south and southeast, a majority of the properties were zoned Light Industry. He said that the parcel to the east across Dickerson Road was zoned Planned Development Industrial Park, and it was owned by the University of Virginia Foundation.

Mr. Shoaf said that lastly, due to its proximity to the airport, the Airport Impact Area Overlay District affected this property. He stated that the subject property was located within the community of Hollymead in the Places 29 Master Plan. He said that the future land use designated Light Industrial, which called for manufacturing from prepared materials, processing, fabrication, assembly, and distribution of products.

Mr. Shoaf said that for this application, the applicant was requesting to rezone the entire 2.22-acre property from Rural Areas to Light Industry. He said that if the rezoning were to be approved, on the slide was a concept plan of what the future site could look like. He said that the applicant proposed utilizing the existing home and garage for office and storage space purposes. He said that both structures met the Light Industry setback requirements: a front minimum setback of 10 feet and a side rear setback of 50 feet if an adjacent parcel was zoned Rural Areas.

Mr. Shoaf said that the ordinance also required a 30-foot use buffer if adjacent to a district that was not commercial or industrial. He said that the applicant would provide a 30-foot use buffer consisting of landscape screening along the northern and western property lines to meet this requirement. He said that additionally, the concept plan illustrated a proposed parking area and a one-story warehouse, both subject to site plan review by internal and external staff to ensure compliance with all codes and regulations.

Mr. Shoaf said that currently, this site was one of six parcels in the Development Area not connected to Albemarle County Service Authority's (ACSA's) jurisdictional area for water and sewer. He said that the site was served by well and septic systems. He mentioned that the attached map from ACSA illustrated existing water and sewer connections in the area; the subject property was highlighted in yellow in the northwest corner, with the closest connections to water and sewer approximately 700 feet away.

Mr. Shoaf explained that per County Code subsection §18-26.2, a special use permit may be necessary if the site was not served by public water or sewer and consumed more than 400 gallons of water per site acre per day.

Mr. Shoaf said that in summary, there were two favorable factors: firstly, the request was consistent with the County's Growth Management Policy and the recommendations in the Places 29 Master Plan; secondly, no significant impacts to neighboring properties were expected. He mentioned that there was one unfavorable factor, which was that the property was not connected to ACSA water and sewer facilities. He said that staff recommended approval of zoning map amendment request ZMA-202300011, 4102 Dickerson Road.

Mr. Pruitt asked if it was correct that this proposal was bringing the zoning into conformity with the master plan.

Mr. Shoaf said that was correct. He said that the Comprehensive Plan and master plan recommended Light Industry, which was what was proposed by the applicant.

Mr. Pruitt asked if there were no current requests from the applicant to create a connection, so they would continue using their existing well and septic.

Mr. Shoaf said that that was a determination that would need to be made. He said that a special use permit could be necessary if the site was not served by public water and sewer and consumed more than 400 gallons of water per site acre per day. He said that this could be examined further during the site planning process.

Mr. Pruitt said that the Board may receive the special use request after they had this in hand, which would provide them with a better understanding of what that looked like, and that it would not be considered today.

Ms. Ragsdale said that was correct. She said that they currently had a well and septic system on the property, which may be sufficient for their proposed use. She said that they did not expect the 400 gallons per site acre per day to be an issue at that time, but it could change in the future. She said that they might address this further in terms of the site's ultimate build-out or redevelopment. She said that in the future, if water and sewer accessibility improved, they might connect to these utilities or require a special use permit for water usage. She said that this was not before them that night; they simply wanted to provide this information for their awareness.

Ms. LaPisto-Kirtley asked if the applicant would apply for such a special use permit in the future.

Mr. Shoaf said that was correct.

Mr. Gallaway asked if the owner of the subject parcel also owned the parcel to the south.

Mr. Shoaf said that was correct.

Mr. Gallaway asked if the parking would connect the existing gravel lot to this area.

Mr. Shoaf said that on the concept plan was a proposed gravel parking area.

Mr. Gallaway said that it would make sense to connect the parking to the other lot that they already owned.

Mr. Andrews opened the public hearing.

Mr. Darren Giacalone said that he was part-owner of 4102 Dickerson Road. He said that he also owned Rooftop Services, which was located next door. He said that they were planning to connect their parking lot to the proposed gravel parking lot next door and extend the access road from next to the garage. He said that currently, there was a three-bedroom, two-bath house on the property that had been occupied by three to four people who shared the facilities. He said that they intended to convert this house into a showroom for their solar shingles and gutter divisions on the left side and consider leasing or renting out the right side to a contractor or home improvement.

Mr. Giacalone said that they may build a building in the back for warehousing, to have storage for equipment and materials. He said that they were not looking to manufacture anything there. He said that their office would have running water and sewer that were in place, but their current plans did not include connecting to sewer and water services. He said that they may consider this option in the future if costs could be reduced, but ACSA had indicated that he would have to pay engineering costs for the 700 feet before the connection, which he estimated would cost about \$150,000. He said that their primary goal was to expand their business and keep the investment within Albemarle County.

Mr. Gallaway asked if the applicant was certain that they would install a one-story warehouse on the property as well.

Mr. Giacalone said that they would wait and see. He said that they would see how it evolved, but the intention would be that eventually, they would construct a one-story building primarily for storage purposes. He said that the house would mainly be office space.

Mr. Andrews closed the public hearing and brought the matter back before the Board for comments or a motion.

Mr. Gallaway noted that it was important that the vehicular traffic remain on neighboring properties. He said that the owner of this application and concept plan appeared to be considerate of the buffer up to that property to the north, allowing access to the gravel parking lot from the southern property or south of the garage. He said that he appreciated that the design aimed to maintain good neighborly relations in its current location.

Ms. Mallek **moved** to adopt the attached ordinance to approve ZMA202300011 4102 Dickerson Road as presented in Attachment E.

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.

ORDINANCE NO. 24-A() ZMA 2023-00011
AN ORDINANCE TO AMEND THE ZONING MAP FOR
PARCEL 03200-00-00-009H0

WHEREAS, Zoning Map Amendment application ZMA 2023-00011 was submitted to rezone Parcel 0320000-00-009H0 from Rural Areas (RA) to Light Industry (LI); and

WHEREAS, on January 23, 2024, after a duly noticed public hearing, the Planning Commission recommended approval of ZMA 2023-00011;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Albemarle, Virginia, that upon consideration of the transmittal summary and staff report prepared for ZMA 2023-00011 and their attachments, the information presented at the public hearings, any written comments received, the material and relevant factors in Virginia Code § 15.2-2284 and County Code § 18-27.1, and for the purposes of public necessity, convenience, general welfare, and good zoning practices, the Board hereby approves ZMA 2023-00011.

Agenda Item No. 18. **Public Hearing: Public Hearing to Consider Proposed Siting Agreement for Woodridge Solar Project.** To receive public comment on a proposed solar siting agreement pursuant to *Virginia Code § 15.2-2316.7* with Hexagon Energy, LLC regarding the proposed Woodridge Solar photovoltaic electric generating facility, located along or near Secretary's Road in the Scottsville Magisterial District, on land identified as Albemarle County Parcel numbers 11400-00-00-05100, 11400-00-00-05500, 11400-00-00-05600, 11400-00-00-05800, 11400-00-00-06500, 11400-00-00-06800, 11400-00-00-06900, 11400-00-00-07000, and 11500-00-00-01000.

The Executive Summary as forwarded to the Board states that on April 5, 2023, the Board adopted resolutions to approve the Woodridge Solar Project (SP202200015), the Woodridge Solar Substation (SP202200014), and a critical slopes special exception for the project (SE202200035). As approved, this solar-energy electrical generation facility and associated substation would produce approximately 138 megawatts, with panels encompassing approximately 650 acres.

Under Virginia Code § 15.2-2316.7, any applicant for a solar project or an energy storage project must give to the host locality written notice of the applicant's intent to locate in the locality and request a meeting. That section further requires that the applicant must meet, discuss, and negotiate a siting agreement with the locality. It also specifies that the resulting siting agreement may include financial compensation to the host locality to address certain capital needs.

In a letter dated January 19, 2023, addressed to the County Executive and the County Attorney, the applicant's counsel gave the required written notice of the applicant's intent to locate in the county and requested a meeting. The applicant's counsel subsequently provided a proposed siting agreement. Following staff review of the proposed agreement, on June 7, 2023, counsel for the applicant and the County met to discuss and negotiate a draft siting agreement (Attachment A).

The proposed siting agreement offers financial compensation to the County, as allowable under state code, and ensures that the County receives the greater of two potential revenue streams that may result from this project. The first potential revenue from the project comes from certified pollution control equipment and facilities (such as the solar photovoltaic systems comprising this project), which are ordinarily subject to local machinery and tools taxation ("M&T Taxes"). The second, pursuant to Virginia Code § 58.12636, derives from a revenue share of up to \$1,400 per megawatt, as measured in alternating current generation capacity of the nameplate capacity of a solar facility, if a local ordinance to assess revenue share is adopted. The County has not yet adopted such a solar revenue share ordinance but may elect to do so at a later date. Pursuant to Virginia Code § 58.1-3660, if the County adopted such an ordinance, the certified pollution control equipment and facilities would be exempt from all state and local taxation pursuant to Article X, Section 6 (d) of the Constitution of Virginia. In other words, localities ordinarily must choose between collecting standard M&T Taxes or a solar revenue share, but not both.

Under the proposed agreement, the Applicant would agree to the payment of the M&T Taxes together with voluntary annual payments supplementing the M&T Taxes. The amounts of the voluntary annual payments would result in a total annual payment equal to the greater of the M&T Taxes or what would otherwise be due under a solar revenue share ordinance, regardless of whether the County actually adopted such an ordinance.

The applicant has provided a memorandum (Attachment B) and supporting materials (Attachments B(1)-B(4)) that estimate:

- the project's solar revenue share payments (applicable only if the County adopted a solar revenue share ordinance);
- the project's real property taxes generated separately and distinctly;
- the total lifetime revenue that the project could potentially generate for the County; and- the cost of on-site improvements and other expected (positive) impacts of the project.

Staff recommends that following a public hearing, the Board approve the proposed siting agreement for the Woodridge Solar project (Attachment A).

Mr. Andy Herrick, Deputy County Attorney, said that he would give the presentation about the Woodridge Solar Siting Agreement and would present a proposed agreement. He mentioned that available that evening were Jacob Sumner, the Chief Financial Officer; Jamie Powers, the Climate Protection Project Manager; Lori Schweller, the attorney for Woodridge Solar; and some representatives who might answer some questions better.

Mr. Herrick said that he would provide some background by showing an aerial view of the property, which was approximately 2,000 acres in the Scottsville District. He said that the community of Woodridge could be seen toward the center of the screen. He said that this was a property made up of nine parcels. He said that the Board had granted special use permits and critical slopes special exceptions on April 5, 2023. He said that this project had already been approved from a land use perspective by the Board. He said that the prior approvals were independent of the current proposed solar siting agreement.

Mr. Herrick explained that state law had been amended to provide for solar siting agreements. He said that the law required applicants to give notice to localities, request a meeting of localities, and then meet and discuss and negotiate a siting agreement with host localities. He said that however, they were not required to actually meet and reach an agreement. He said that he was pleased that in this case they did have a conversation with counsel for the applicant. He said that they had come to a tentative agreement subject to review and approval of the Board.

Mr. Herrick noted that according to the code, the failure of an applicant and the governing body to enter a siting agreement may be a factor in the decision of the governing body in the consideration of any land use approvals, but shall not be the sole reason for a denial of such land use approvals. He said that in this case, what was before the Board that night was simply a question of whether or not to approve a siting agreement, as the Board had already approved the land use parts of this project.

Mr. Herrick said that he would discuss the possible objectives of a siting agreement. He said that there were two primary objectives, with the first being land use regulation. He said that smaller jurisdictions often use siting agreements to implement land use restrictions for proper buffering, traffic improvements, and other considerations. He said that in this case, Albemarle has addressed land use implications through the special use permit conditions.

Mr. Herrick said that the remaining objective of a solar siting agreement was to address the financial or tax implications of the project. He said that localities typically had two potential revenue streams for solar facilities: the traditional machinery and tools (M&T) tax or the solar revenue share. He said that the County would default to the M&T tax approach, but a new provision of state law allowed for a solar revenue share program. He said that the revenue implications may not always be clear or consistent between facilities, creating a dilemma for localities.

Mr. Herrick said that the proposed solar siting agreement alleviated this dilemma by allowing the project to pay the greater of the traditional M&T tax or the new solar revenue share. He said that the owner-operator would continue paying the County's current M&T tax for the foreseeable future, but if the solar revenue share would result in higher revenue, the owner-operator would also pay the difference as a supplemental payment. He said that if the solar revenue share resulted in lower revenue, the County would retain the higher M&T tax that it was currently assessing. He said that in either case, the County would collect the greater of the two alternatives without having to choose between them.

Mr. Herrick said the displayed slide contained potential uses of supplemental payments, which were outlined in both the proposed agreement and state law. He said that these uses included mitigating project impacts, funding capital improvement plans, meeting fiscal budget needs, supplementing or establishing funds for which the County maintained a balance policy, and supporting broadband funding. He said that discussions had considered dedicating revenue streams for green initiatives; however, no commitment was made by this agreement. He said that Mr. Sumner had recommended there be no dedication for this revenue at this time due to logistical issues.

Mr. Herrick said that staff recommended approval of the proposed solar siting agreement for Woodridge Solar Project after a public hearing. He said that Attachment B in the Board package has been corrected by Ms. Schweller from the applicant's firm, updating the total assessed value of improvements and equipment subject to M&T tax at \$132,500,000. He said that the agreement ensured that the applicant pays the greater of the two revenues generated by M&T tax or solar revenue share.

Ms. Mallek said that she had thoroughly reviewed all one hundred pages of the assigned homework, and while there were some discouraging aspects regarding the actions of the General Assembly toward localities concerning these matters, she saw numerous positive aspects in the proposed plan. She said that she was wondering if there was any possibility that, upon approval of this agreement, it could provide some form of protection against future changes that the General Assembly might impose.

Ms. Mallek said that she was aware of several localities that approved solar initiatives before the exemptions were passed, only to lose 99% of their anticipated revenue due to General Assembly actions. She asked if there was any feedback, experience, or stipulations associated with the signing of this agreement that could help alleviate her concerns.

Mr. Herrick said that unfortunately, he could not predict what the General Assembly might do in the future. He said that it was possible that they could repeal the agreements that had been adopted previously or they may not; however, this would depend on future General Assembly actions, which he noted were inherently unpredictable.

Ms. Mallek said that there was another document concerning vegetative management. She said that she would like one of the applicant representatives to address. She asked what was meant by "regionally adapted." She said that there were many invasive plants that were regionally adapted to this area. She asked if the discussion today about the shifting attributions with an LLC met their requirements for predictability and accountability.

Mr. Herrick said that it did. He said that the agreement must be with the applicant. He said that upon closer review, he found that the applicant for the special use permit was Woodridge Solar LLC, which is apparently a wholly owned subsidiary of Hexagon Energy LLC. He said that there was clarification of that point today. He said that he also verified that Woodridge Solar LLC had active status with the State Corporation Commission. He said that they will be operating this project and will be the taxpayer for this project. He said that consequently, any revenues generated will be paid by Woodridge Solar LLC. He said that the applicant could correct him if this information was incorrect.

Mr. Pruitt said that he should begin by stating that while he was involved during the previous stages of this project as merely an attentive member of the public, often sitting in one of those seats, he was not scrutinizing the documents with the diligence he might have if he were a supervisor. He said that he may ask some questions that have been addressed in some capacity previously. He said that he would like to address them directly. He said that he was aware that himself and all their peers received a letter from the Piedmont Environmental Council (PEC) expressing concerns over the ability to return soils and conditions to their pre-siting state.

Mr. Pruitt said that they mentioned that the process of making it ready for installation involves grading, soil mixing, and compacting of soils, which they believe rendered it inconsistent with its original state and potentially not usable as prime forest land like it currently existed. He said that he would like to gain insight from staff, perhaps from Mr. Powers, regarding whether this assessment was consistent with the County's own analysis and if the remedy suggested by PEC would be legally feasible.

Mr. Herrick said that there were concerns whenever a solar facility was sited due to potentially impermeable surfaces. He said that these concerns were addressed during the land use approval process through the conditions entered. He said that to the extent that those conditions had been of concern, they would have been addressed during the special use permit process.

Mr. Jamie Powers, Climate Protection Project Manager, said that there were lots of things, even in agriculture, that caused soils to be compacted or impacted in one way or another. He said that he did not think there was anything related to a solar facility that would impact it for any longer of a period of time than certain agricultural practices. He said that severe events in the past such as the Dust Bowl were examples of how soils could come back from detrimental conditions.

Mr. Pruitt said that he understood. He said that the soils may not be immediately supportive of plants after the solar facility was removed, but after a certain amount of time, it may be possible.

Mr. Powers said that was correct.

Mr. Pruitt said that the PEC had proposed that additional lump sum environmental impact payments would be warranted in this circumstance. He asked whether this was actually permissible under the law governing siting agreements specifically. He said that although such payments could be proffered during other parts of the process, he would like to know if they could be included at this stage.

Mr. Herrick said that it could be, but it would be subject to the agreement of the applicant. He said that he believed that the package proposed by the applicant was fair and reasonable. He said that he understood that PEC was proposing to establish this as a dedicated stream for environmental purposes, which, as Mr. Sumner had indicated, might be challenging to administer. He said that it would not tie the hands of the Board, but it could be something considered in future budgetary discussion.

Mr. Pruitt said that he offered his apologies for misreading the PEC's statement.

Mr. Gallaway asked if the supplemental payments would be considered for dedicated revenue streams. He asked if it would be the entire amount or just the amount over and beyond the M&T tax.

Mr. Herrick said that they were required by law to pay the M&T tax. He said that the supplemental payments would not be legally mandated but agreed upon as a part of this agreement. He said that this amount would technically be owed under the agreement and subject to one of the five listed purposes.

Mr. Gallaway asked if that was required by the state or suggested by the County as dedicated revenue streams.

Mr. Herrick said that this was a permissible purpose that was clearly stated in state law and also included in the agreement. He said that it was very broad.

Mr. Gallaway asked if the list was created by the state as a suggestion and was not created by the County.

Mr. Herrick said that was correct.

Mr. Andrews opened the public hearing.

Ms. Patricia Maida said that she resided at 1945 Secretarys Road. She asked the Board why they had presented the solar industry consultant after they had already approved the Hexagon solar plan. She said that she wanted to know why the consultant was present at a public meeting after the fact. She said that she had attended that meeting, along with every town Board meeting and planning Board meeting, and listened twice to the consultant, although the second time at the supervisor's meeting was placed at the end and somewhat muted. She said that the consultant stated that once this property was used for solar panels, it could never revert back to agricultural use.

Ms. Maida said that the current distance from her house to where the solar panels would be installed was 800 feet. She said that she initially believed they would be stationary; however, she later learned they would rotate with the sun at its hottest point, which was 3:00 p.m. She said that the consultant recommended that residences should be located at least 1.2 miles away from solar panel installations, not 800 feet. She said that the streams behind her home in the Turkey Run area would also be affected. She said that the current use of the property was timberland, which was considered agricultural land, not mining property.

Ms. Maida said that timberland could be returned to its original state for timber harvesting, which was environmentally sound. She said that solar panels were great, but not when they would change the entire landscape of the area. She said that she would rather they were American-made solar panels rather than panels from China. She said that she would like this to be more thought-out and put on ground that was more conducive to solar panels. She said that this land was not; timber would constantly grow on this property, but solar panels would destroy it completely, especially if they started taking down some of those slopes. She said that it was a shame they did not hear the consultant prior to the ruling.

Mr. Andrews closed the public hearing and brought the matter back before the Board for comments or a motion.

Ms. Mallek said that she was part of the original application, and she believed that what was written down would be upheld by all of them working together. She said that she had faith in their team's ability to ensure that those conditions were met, resulting in a good project.

Mr. Pruitt said that they were just informed that this discussion was regarding compensation for the authorized use. He said that the focus was on identifying the best practices that are currently legal in Virginia and ensuring the highest amount possible for the County, without Hexagon providing additional funds without reason. He said that while a percentage-based scheme was not possible in this case, the proposal was thoughtful and generous, making it worth supporting.

Ms. LaPisto-Kirtley said that she was supportive and agreed with Ms. Mallek that she hoped this would be a successful project that could potentially be replicated if it was indeed successful. She said that this would depend on the applicant. She said that regarding whether this was for the future, they did not know yet.

Ms. McKeel said that they had been a part of numerous discussions since they first saw this project presented before the Board. She said that they had all toured the property and had a clear understanding of its condition before making a decision. She said that now that they had reached another decision point, she said that she was supportive of the staff's recommendation based on their findings and information shared with them.

Mr. Gallaway said that he supported the siting agreement. In response to the comments, although he did not recall all of that meeting, he remembered Ms. Price, who was then the supervisor of that district, taking the lead in asking questions about the current state of the land versus its future state. He said that for the reasons stated during that evening, he still stood by his vote.

Mr. Andrews said that what they were dealing with there was the siting agreement and compensation associated with it. He said that Woodridge had demonstrated in their previous applications that they set a high standard for similar projects, which they could anticipate working together to maintain. He said that he was supportive of the siting agreement as presented.

Mr. Pruitt **moved** that the Board to adopt the revised resolution approving a Proposed Solar Siting Agreement Regarding Woodridge Solar Project.

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 APPROVING A PROPOSED SOLAR SITING
AGREEMENT REGARDING WOODRIDGE SOLAR PROJECT**

WHEREAS, following a duly-noticed public hearing, the Board finds that it is in the best interest of the County to enter into a Solar Facility Siting Agreement with Hexagon Energy, LLC and/or Woodridge Solar, LLC regarding the proposed Woodridge Solar Project, for the purposes described in *Virginia Code* § 15.2-2316.7(B).

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute a Solar Facility Siting Agreement with Hexagon Energy, LLC and/or Woodridge Solar, LLC, regarding the proposed Woodridge Solar Project, once the Agreement has been approved as to form and content by the County Attorney.

SOLAR FACILITY SITING AGREEMENT

This **Solar Facility Siting Agreement** (this “Agreement”), dated as of May 22, 2024 (the “Effective Date”), is by and between the **County of Albemarle, Virginia**, a political subdivision of the Commonwealth of Virginia (the “County”) and **Woodridge Solar, LLC**, a Virginia limited liability company (the “Applicant”). The County and Applicant are herein each a “Party” and collectively, the “Parties.”

RECITALS

WHEREAS, the Applicant intends to develop, install, build, and operate a ground-mounted solar photovoltaic electric generating facility, commonly known as Woodridge Solar and identified by the County as Special Use Application SP 2022-015, which includes a proposed electrical substation that is a component of the facility, and is identified by Albemarle County as Special Use Permit Application SP 2022-014 (SP 2022-015 and SP 2022-014 are collectively, the “Project”), on certain parcels of land, located along or near Secretarys Road in the Scottsville Magisterial District of Albemarle County, Virginia, identified by the following Albemarle County Tax Map Parcel numbers:

Tax Map Parcel 114-51, containing 113 acres
Tax Map Parcel 114-55, containing 89 acres
Tax Map Parcel 114-56, containing 14.8 acres
Tax Map Parcel 114-58, containing 143.65 acres
Tax Map Parcel 114-65, containing 35.48 acres
Tax Map Parcel 114-68, containing 42 acres
Tax Map Parcel 114-69, containing 42 acres
Tax Map Parcel 114-70, containing 1728 acres
Tax Map Parcel 115-10, containing 48.5 acres

which are collectively referred to in this Agreement as the “Property.”

WHEREAS, pursuant to Title 15.2, Chapter 22, Article 7.3 of the Code of Virginia, titled “Siting of Solar Projects and Energy Storage Projects” (the “Siting Agreement Legislation”), Applicant and the County may enter into a siting agreement (the “Siting Agreement”) for solar projects;

WHEREAS, on January 19, 2023, the Applicant gave written notice to the County pursuant to Virginia Code § 15.2-2316.7(A) of Applicant’s intent to locate the Project in the County and requested a meeting to discuss and negotiate a Siting Agreement;

WHEREAS, after negotiation between the County and the Applicant, the Parties desire to enter into this Agreement so that the Applicant can make a voluntary payment to the County above and beyond its tax obligations, as a meaningful way to be a community partner, to mitigate certain potential impacts of the Project, and to provide financial compensation to the County to address capital needs set out in (a) the County’s capital improvement plan, (b) the County’s current fiscal budget, or (c) the County’s fiscal fund balance policy; and to help the County achieve its goals toward deployment of broadband, all as permitted by Virginia Code § 15.2-2316.7(B).

WHEREAS, as of the Effective Date, the County has not adopted an ordinance assessing a revenue share of up to \$1,400 per megawatt (MW), as measured in alternating current (AC) generation capacity of the nameplate capacity of a solar facility (the “Solar Revenue Share”), pursuant to Virginia Code § 58.1-2636, but may elect to do so at a later date (any such ordinance adopted by the County in the future, a “Solar Revenue Share Ordinance”);

WHEREAS, pursuant to Virginia Code § 58.1-3660, if the County adopts a Solar Revenue Share Ordinance, the solar photovoltaic (electric energy) systems comprising the Project, which are considered “certified pollution control equipment and facilities,” will be exempt from all state and local taxation pursuant to Article X, Section 6(d) of the Constitution of Virginia;

WHEREAS, until such time as the County adopts a Solar Revenue Share Ordinance, the Project will be subject to taxation in accordance with state and local law;

WHEREAS, in the absence of a Solar Revenue Share Ordinance, such certified pollution control equipment would be subject to local machinery and tools taxation as provided by state law and local ordinances, including § 58.1-3660(C) and (D), commonly known as the Machinery and Tools Tax Stepdown (“M&T Taxes”);

WHEREAS, the Applicant has agreed to the payments and financial terms contained herein, including payment of the M&T Taxes together with voluntary annual payments supplementing the M&T Taxes in amounts that would result in a total annual payment equal to the greater of the M&T Taxes or what would otherwise be due under a Solar Revenue Share Ordinance, regardless of whether the County actually adopts a Solar Revenue Share Ordinance; and

WHEREAS, the County, pursuant to the requirement of Virginia Code § 15.2-2316.8(B), has held a public hearing in accordance with Virginia Code § 15.2-2204(A) for the purpose of considering this Agreement, at which a majority of a quorum of the members of the Albemarle County Board of Supervisors approved this Agreement.

NOW, THEREFORE, pursuant to the Siting Agreement Legislation, intending to be legally bound hereby, and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the County and Applicant do hereby agree as follows:

Article I

Project Features, Conditions, and Mitigation

1. Project Features. The Project is an up to 138 megawatts (MW) AC solar photovoltaic (PV) facility expected to operate for 35-40 years or more. Generated power will likely be sold to a regional utility. The Project is expected to provide approximately 249 direct, indirect, and induced jobs during the construction phase; five direct, indirect, and induced jobs during its ongoing operation phase; and direct and indirect economic stimulation through purchase of local goods and services during construction and operations. The Project will provide quiet, clean, efficient, reliable energy for approximately 25,000 homes in Virginia. Additional specific

details regarding the Project are contained in the Special Use Permit Application, including the Narrative for SP 2022-014 and SP 2022-015, dated May 16, 2022 and revised September 19, 2022, as such materials were further supplemented or amended prior to the Board of Supervisors taking final action on the Application (the "SUP Application").

2. Special Use Permit Conditions. The Project is subject to all the terms and conditions contained in Special Use Permits SP 2022-014 and 2022-015, approved by the Board of Supervisors for the Project (the "SUP"). Such conditions of approval will govern the development and operation of the Project and are intended to mitigate any adverse impacts associated with the Project (the "Conditions of the SUP"). Certified copies of the Resolutions of the Board of Supervisors approving the SUP are attached hereto as Exhibit A, and are hereby incorporated herein.

Article II

Payment Structure

1. Supplemental Payments.

(a) Until the County adopts a Solar Revenue Share Ordinance, the Applicant shall make a separate payment to the County (each, a "Supplemental Payment" and collectively, the "Supplemental Payments") for each year that the Estimated Solar Revenue Share exceeds the M&T Taxes. The amount of each Supplemental Payment shall equal the difference between the Estimated Solar Revenue Share and the M&T Taxes. Each Supplemental Payment shall be due at the same time the M&T Taxes are due and owing. No Supplemental Payment shall be made for any year when the M&T Taxes equal or exceed the Estimated Solar Revenue Share.

(b) If the County adopts a Solar Revenue Share Ordinance, no Supplemental Payment shall be made for the year in which such ordinance is adopted, or for any year thereafter.

2. Statutory Structure of Supplemental Payments; Statement of Benefit. The Parties acknowledge that this Agreement is fair and mutually beneficial to both Parties, as follows:

(a) The Applicant agrees that by entering into this Agreement, pursuant to Virginia Code § 15.2-2316.7, Supplemental Payments are authorized by statute and acknowledges it is obligated to make applicable Supplemental Payments in accordance with this Agreement.

(b) The County acknowledges that Supplemental Payments are authorized by statute.

(c) As of the Effective Date, the County has not adopted a Solar Revenue Share Ordinance; however, if the County adopts a Solar Revenue Share Ordinance, then (i) the County acknowledges and agrees that the Project will be 100% exempt from state and local taxation pursuant to Virginia Code § 58.1-3660(D), (ii) the County acknowledges and agrees that Supplemental Payments will immediately cease pursuant to paragraph 1(b) of Article II, (iii) the Applicant agrees that the Project will be subject to any Solar Revenue Share Ordinance, and (iv) the Parties agree that any future amendments to Virginia Code § 58.1-2636 to modify the Solar Revenue Share shall thereafter apply to the County's Solar Revenue Share Ordinance and thus to

the Project and to this Agreement.

(d) The Parties acknowledge that the Supplemental Payments provided pursuant to this Agreement are beneficial in that they will result in mutually acceptable, predictable, and reasonable payments to the County.

(e) Applicant acknowledges that this Agreement is beneficial to Applicant in allowing it to proceed with development of the Project with clear SUP Conditions, including clear project design terms which prescribe design requirements to mitigate any potential impacts on the surrounding properties and the Albemarle County community. Additionally, Applicant acknowledges that this Agreement provides for a clear schedule of future payments to the County in amounts fair to both Parties.

3. **Use of Supplemental Payments by the County.** The County may use the Supplemental Payments for any of the following purposes, each as expressly permitted by Virginia Code § 15.2-2316.7: (i) to mitigate any impacts of the Project; (ii) to address capital needs set out in (a) the capital improvement plan of the County, (b) the current fiscal budget of the County; and/or (c) any fund for which the County maintains a balance policy; and (iii) to support broadband deployment.

Article III

Miscellaneous Terms

1. **Term; Termination.** The term of this Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with its terms, shall continue until the earlier of (i) the Applicant's commencement of decommissioning of all or a material portion of the Project; or (ii) the fortieth (40th) anniversary of the Commercial Operation Date (the "Termination Date"). The Applicant shall have no obligation to make Supplemental Payments after the Termination Date. Any Supplemental Payment due for the year in which the Project or material part thereof is decommissioned shall be prorated as of the Termination Date. The termination of this Agreement shall not limit the Applicant's legal obligation to pay local taxes in accordance with applicable law at such time and for such period as the Project remains in operation, or to make payments to the County pursuant to any Solar Revenue Share Ordinance that it may elect in the future to adopt for such period as the Project remains in operation, subject always to the terms and conditions of paragraph 2(c) of Article II.

2. **Mutual Covenants.** The Applicant covenants to the County that it will not seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement. So long as Applicant is not in breach of this Agreement during its term, the County covenants to the Applicant that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement.

3. **No Obligation to Develop.** The Parties acknowledge and agree that the Applicant has no obligation to develop the Project. Any Supplemental Payments hereunder are expressly contingent on the commencement of Commercial Operation of the Project. Any test energy or other energy produced prior to the Commercial Operation Date shall not constitute "Commercial Operation" or trigger any payment obligations hereunder. It is understood that development of the

Project by Applicant is contingent upon on a number of factors including, but not limited to, regulatory approvals, availability and cost of equipment and financing, and demand for and contracts to sell renewable energy, and renewable energy credits. No election by the Applicant to terminate, defer, suspend, or delay development of the Project shall constitute, or be deemed to be, a default or breach of Applicant under this Agreement. If Applicant decides to no longer develop the Project, the Applicant may provide written notice to the County terminating this Agreement, whereupon its obligations hereunder shall immediately terminate.

4. **Successors and Assigns.** This Agreement will be binding upon the successors and assigns of the Applicant, and the obligations created hereunder shall be covenants running with the Property upon which the Project is developed. If Applicant sells, transfers, leases, or assigns all or substantially all of its interest in the Project or the ownership of the Applicant, this Agreement will automatically be assumed by and be binding on the purchaser, transferee, or assignee. Applicant may assign, without the County’s consent, this Agreement or any right or obligation hereunder. Upon such assumption, the sale, transfer, lease, or assignment shall relieve the Applicant of all obligations and liabilities under this Agreement accruing from and after the date of sale or transfer, and the purchaser or transferee shall automatically become responsible under this Agreement. The Applicant shall execute such documentation as reasonably requested by the County to memorialize the assignment and assumption by the purchaser or transferee.

5. **Memorandum of Agreement.** A memorandum of this Agreement, in a form acceptable to the County and the Applicant, shall be recorded in the land records of the Clerk’s Office of the Circuit Court of the County of Albemarle, Virginia. Such recordation shall be at the Applicant’s sole cost and expense and shall occur as soon as reasonably practicable after the full execution of this Agreement. If the Applicant chooses, in its sole discretion, to not develop the Project, the County shall execute and deliver to Applicant a release of the memorandum filed in the aforementioned Clerk’s Office.

6. **Notices.** Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, by recognized overnight courier, or by commercial messenger to:

Notices to the County:	
County of Albemarle, Virginia 401 McIntire Road Charlottesville, VA 22902 Attn: Jeffrey B. Richardson, County Executive	With a copy to: County Attorney’s Office 401 McIntire Road, Suite 325 Charlottesville, VA 22902 Attn: County Attorney
Notices to the Applicant:	
Woodridge Solar, LLC 300 Spectrum Center Drive, Suite 500 Irvine, CA 92618 Attn: Shiping Xu	

The County and Applicant, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices shall be sent.

7. **Governing Law; Jurisdiction; Venue.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS OR OTHER LAWS WHICH WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. THE PARTIES HERETO (A) AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING, AS BETWEEN THE PARTIES HERETO, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT AND TRIED ONLY IN THE CIRCUIT COURT OF ALBEMARLE COUNTY, VIRGINIA, (B) CONSENT TO THE JURISDICTION OF SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND (C) WAIVE ANY OBJECTION WHICH ANY OF THEM MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION, OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

8. **Confidentiality.** This Agreement, once placed on the docket for consideration by the Albemarle County Board of Supervisors, is a public document, subject to production under the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 *et seq.* The County understands and acknowledges (i) the Applicant, its affiliates and their respective employees, contractors, consultants, agents and representatives may furnish confidential or proprietary information and data to the County pertaining to its or their business, operations, or development plans (including the Project or other projects), including, but not limited to, technical, financial, business or other information (collectively, "Confidential Information"), and (ii) that disclosure of any such Confidential Information could result in substantial harm to them and could thereby have a significant detrimental impact on their business and operations. The County acknowledges that during the development of this Agreement, certain Confidential Information may be shared by the Applicant with the County. The Applicant agrees that any Confidential Information it submits to the County shall be clearly labeled as "Confidential Information," and shall refer to the statute under which the Applicant is claiming that such information is exempt from disclosure. The County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County will knowingly or intentionally disclose or otherwise divulge any Confidential Information to any person, firm, governmental body or agency, or any other entity unless the request for Confidential Information is properly made under and pursuant to applicable law. Upon receipt of such request, but before transmitting any documents or information which may contain any Confidential Information, the County shall contact Applicant to review the request for information and associated documents to determine if any Confidential Information is at risk of disclosure. If Confidential Information exists, Applicant may intervene on behalf of the County and defend against disclosure of the Confidential Information. The County agrees to cooperate in this defense and to the extent allowed by law, work to protect the Confidential Information of the Applicant.

9. **Severability; Invalidity Clause.** Any provision of this Agreement that conflicts with applicable law or is held to be void or unenforceable shall be ineffective to the extent of such conflict, voidness, or unenforceability without invalidating the remaining provisions hereof, which remaining provisions shall be enforceable to the fullest extent permitted under applicable law. If, for any reason, including a change in applicable law, it is ever determined by any court or governmental authority of competent jurisdiction that this Agreement is invalid, then the Parties shall, subject to any necessary County meeting vote or procedures, undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions herein lawful, valid and enforceable. If the Parties are unable to do so, this Agreement shall terminate as of the date of such determination of invalidity. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

10. **Entire Agreement.** This Agreement and any schedules or exhibits attached hereto constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, between the Parties hereto with respect to the subject matter hereof. No provision of this Agreement can be modified, altered, or amended except in a writing executed by all Parties hereto.

11. **Construction.** This Agreement was drafted with input by the County and the Applicant, and no presumption shall exist against either Party.

12. **Force Majeure.** Any delay or failure of performance by either party hereunder shall not constitute a breach or give rise to any claim if and to the extent such delay or failure is caused by an act, event, or condition beyond the Party's reasonable control, and in the event of such act, event, or condition, the time to perform any obligation hereunder, including payment obligations, will be extended on a day-for-day basis for the period of the delay or resulting actions caused by such act, event, or condition.

13. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and no other person shall have any right, benefit, priority, or interest in, under or because of the existence of, this Agreement.

14. **Satisfaction of Virginia Code Section 15.2-2232.** Pursuant to § 15.2-2316.9(C) of the Virginia Code, approval of this Agreement by the County Board of Supervisors in accordance with § 15.2-2316.8(B) shall deem the Project to be substantially in accord with the 2015 Albemarle County Comprehensive Plan, in satisfaction of the requirements of § 15.2-2232.

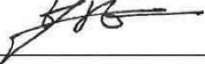
15. **Counterparts; Electronic Signatures.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail/PDF, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the officers whose names appear below as of the Effective Date.

WOODRIDGE SOLAR, LLC,
By: HQC SOLAR HOLDINGS 1, LLC,
Its sole member

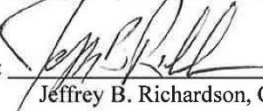
By: Hanwha Q CELLS USA Corp., Its
sole member and manager

By:  _____

Printed Name: Su Man Ahn

Title: Authorized Signatory

COUNTY OF ALBEMARLE, VIRGINIA

By:  _____
Jeffrey B. Richardson, County Executive

Approved as to form:

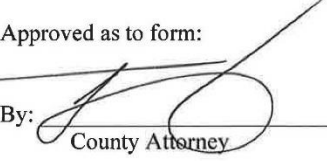
By:  _____
County Attorney

EXHIBIT A

**CERTIFIED RESOLUTION APPROVING SPECIAL USE PERMIT
INCLUDING LIST OF CONDITIONS OF APPROVAL**

REVISED RESOLUTION TO APPROVE
SP202200014 WOODRIDGE SOLAR SUBSTATION

WHEREAS, upon consideration of the staff report prepared for SP 202200014 Woodridge Solar Substation and the attachments thereto, including staff's supporting analysis, the recommendation of the Planning Commission, the information presented at the public hearing, any comments received, and all of the factors relevant to the special use permit in Albemarle County Code §§ 18-10.2.2(6), 18-5.1.12, and 18-33.8(A), the Albemarle County Board of Supervisors hereby finds that the proposed special use would:

- 1. not be a substantial detriment to adjacent parcels;
- 2. not change the character of the adjacent parcels and the nearby area;
- 3. be in harmony with the purpose and intent of the Zoning Ordinance, with the uses permitted by right in the Rural Areas district, and with the public health, safety, and general welfare (including equity); and
- 4. be consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves SP 202200014 Woodridge Solar Substation, subject to the conditions attached hereto.

* * *

I, Claudette K. Borgersen, do hereby certify that the foregoing writing is a true, correct copy of a Resolution duly adopted by the Board of Supervisors of Albemarle County, Virginia, by a vote of six to zero, as recorded below, at a meeting held on April 5, 2023.


Clerk, Board of County Supervisors

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

SP202200014 Woodridge Solar Substation Special Use Permit Conditions

1. Development and use must be in general accord (as determined by the Director of Planning and the Zoning Administrator) with the plans prepared by Timmons Group titled "Woodridge Solar," last revised September 12, 2022 (hereinafter, the "Concept Plan") and included as Attachment A3. To be in general accord with the Concept Plan, development and use must reflect the following major elements as shown on the Concept Plan:
 - a. Location of solar development envelopes,
 - b. Location of equipment yard, and
 - c. Retention of wooded vegetation in stream buffersLand disturbance, which includes (but is not limited to): grading, excavation, filling of land, the felling of trees, and the removal of tree stumps, is limited to the area(s) either (i) designated for such disturbance on the Concept Plan and/or (ii) necessary to implement the Woodridge Solar Facility Vegetation Management Plan prepared by Timmons Group, and dated September 2022. The location of the entrances and access to the solar facility is not subject to this condition. Upon the approval of the Zoning Administrator and the Director of Planning, minor modifications may be made to the Concept Plan that (i) do not otherwise conflict with the elements listed above and (ii) ensure compliance with the Zoning Ordinance, and State or Federal laws.
2. Landscaping and screening must be substantially the same (as determined by the Director of Planning and the Zoning Administrator) as shown on the Concept Plan. Additional landscaping and/or screening may be required for compliance with the screening provisions of the Albemarle County Code. The County's site plan agent will determine and specify any required planting materials during site plan review.
3. All inverters and solar panels must be set back at least two hundred (200) feet from property lines and rights-of-way.
4. The owner(s) must submit a decommissioning and site rehabilitation plan (hereinafter, the "Decommissioning Plan") with the building permit application. The Decommissioning Plan must include the following items:
 - a. A description of any agreement(s) (e.g. lease) with the landowners regarding decommissioning;
 - b. The identification of the party currently responsible for decommissioning;
 - c. The types of panels and material specifications being utilized at the site;
 - d. Standard procedures for removal of facilities and site rehabilitation, including recompacting and reseeding;
 - e. An estimate of all costs for the removal and disposal of solar panels, structures, cabling, electrical components, roads, fencing, and any other associated facilities above ground or up to 36 inches below grade or down to bedrock, whichever is less;
 - f. An estimate of all costs associated with rehabilitation of the site; and
 - g. Provisions to recycle materials to the maximum extent possible.The Decommissioning Plan must be prepared by a qualified third-party engineer and approved by both the party responsible for decommissioning and all landowners subject to the project. The Decommissioning Plan is subject to review and approval by the County Attorney and County Engineer, and must be in a form and style suitable for recordation with the Circuit Court Clerk of the County of Albemarle.
5. Before a grading permit may be issued:
 - a. The owner(s) must record the Decommissioning Plan with the Circuit Court Clerk of the County of Albemarle; and

- b. To guarantee performance of Condition 8, the owner(s) must furnish to the Zoning Administrator a certified or official check, a bond with surety satisfactory to the County, or a letter of credit satisfactory to the County (collectively, the "Guarantee"), in an amount sufficient for, and conditioned upon compliance with Condition 8. The amount of the Guarantee must fully cover the costs identified in Conditions 4(e) and 4(f), and be updated as costs are updated as provided in Condition 6. The type of Guarantee must be to the satisfaction of the Zoning Administrator and the County Attorney.
6. The Decommissioning Plan and estimated costs must be updated by qualified individual(s) upon (a) change of ownership of either the property or the project's owner(s) or (b) written request from the Zoning Administrator, but in any event at least once every five years. All updated decommissioning plan(s) must include as-built plans. The owner(s) must record any changes or updates to the Decommissioning Plan in the office of the Circuit Court of the County of Albemarle.
 7. The owner(s) must notify the Zoning Administrator in writing within 30 days of any abandonment or discontinuance of the use.
 8. All physical improvements, materials, and equipment (including fencing) related to solar energy generation, both above ground and underground, must be removed entirely, and the site rehabilitated as described in the Decommissioning Plan, within 180 days of any abandonment or discontinuance of the use. Any piece(s) of any underground component(s) must be excavated to a depth of at least 36 inches below the ground surface.
 9. If the use, structure, or activity for which this special use permit is issued is not commenced by April 5, 2028, the permit will be deemed abandoned and will thereupon terminate.
 10. The facility must comply with all provisions of the *Albemarle County Code*, including § 18-4.14.
 11. Panels may be cleaned only with water and biodegradable cleaning products.
 12. No above ground wires are permitted except for those (a) associated with the panels and attached to the panel support structure, (b) tying into the existing overhead transmission wires, and/or (c) necessary to avoid impacting wetlands or stream buffers.
 13. Before activating the site, the owner(s) must provide training to the Department of Fire Rescue. This training must include documentation of onsite materials and equipment, proper firefighting and lifesaving procedures, and material handling procedures.
 14. The property owner(s) must grant the Zoning Administrator (or any designees) access to the facility for inspection purposes within 30 days of any such request.
 15. Outdoor lighting for the facility is permitted only during maintenance periods. Regardless of the lumens emitted, each outdoor luminaire must be fully shielded as required by *County Code* § 18-4.17, except for any outdoor lighting required by state or federal law.
 16. The owner(s) must use diligent efforts to achieve VA Pollinator-Smart Certification under the Virginia Pollinator-Smart Solar program. If the project fails to obtain or maintain such certification, upon a demonstration to the Zoning Administrator's reasonable satisfaction that such certification (or maintenance of such certification) is not commercially viable despite at least five years of the owner(s)' diligent efforts and adherence to the Woodridge Solar Facility Vegetation Management Plan, the Zoning Administrator, with input from the qualified consultant that is monitoring the

Vegetation Management Plan per Condition 19, may approve alternative measures to approximate such certification.

17. Until commencement of decommissioning, plantings and vegetation management on the site must be in general accord with the "Woodridge Solar Facility Vegetation Management Plan," prepared by Timmons Group, and dated September 2022.
18. During or after grading of the site and prior to planting and seeding, soil amendments as recommended in the Vegetation Management Plan must be applied to all areas of the site to be planted or seeded.
19. The Vegetation Management Plan must be monitored by a third-party approved by the Zoning Administrator. The monitor must submit a report twice per year for the first five years of the project's operation, and the annually thereafter until the project is decommissioned.

REVISED RESOLUTION TO APPROVE
SP202200015 WOODRIDGE SOLAR

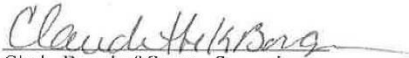
WHEREAS, upon consideration of the staff report prepared for SP 202200015 Woodridge Solar and the attachments thereto, including staff's supporting analysis, the recommendation of the Planning Commission, the information presented at the public hearing, any comments received, and all of the factors relevant to the special use permit in Albemarle County Code §§ 18-10.2.2(58) and 18-33.8(A), the Albemarle County Board of Supervisors hereby finds that the proposed special use would:

- 1. not be a substantial detriment to adjacent parcels;
- 2. change the character of the adjacent parcels and the nearby area only minimally until the screening trees mature;
- 3. be in harmony with the purpose and intent of the Zoning Ordinance, with the uses permitted by right in the Rural Areas district, and with the public health, safety, and general welfare (including equity); and
- 4. be consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves SP 202200015 Woodridge Solar, subject to the conditions attached hereto.

* * *

I, Claudette K. Borgersen, do hereby certify that the foregoing writing is a true, correct copy of a Resolution duly adopted by the Board of Supervisors of Albemarle County, Virginia, by a vote of six to zero, as recorded below, at a meeting held on April 5, 2023.


Clerk, Board of County Supervisors

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

SP202200015 Woodridge Solar Special Use Permit Conditions

1. Development and use must be in general accord (as determined by the Director of Planning and the Zoning Administrator) with the plans prepared by Timmons Group titled "Woodridge Solar," last revised September 12, 2022 (hereinafter, the "Concept Plan") and included as Attachment A3. To be in general accord with the Concept Plan, development and use must reflect the following major elements as shown on the Concept Plan:
 - a. Location of solar development envelopes,
 - b. Location of equipment yard, and
 - c. Retention of wooded vegetation in stream buffersLand disturbance, which includes (but is not limited to): grading, excavation, filling of land, the felling of trees, and the removal of tree stumps, is limited to the area(s) either (i) designated for such disturbance on the Concept Plan and/or (ii) necessary to implement the Woodridge Solar Facility Vegetation Management Plan prepared by Timmons Group, and dated September 2022. The location of the entrances and access to the solar facility is not subject to this condition. Upon the approval of the Zoning Administrator and the Director of Planning, minor modifications may be made to the Concept Plan that (i) do not otherwise conflict with the elements listed above and (ii) ensure compliance with the Zoning Ordinance, and State or Federal laws.
2. Landscaping and screening must be substantially the same (as determined by the Director of Planning and the Zoning Administrator) as shown on the Concept Plan. Additional landscaping and/or screening may be required for compliance with the screening provisions of the Albemarle County Code. The County's site plant agent will determine and specify any required planting materials during site plan review.
3. All inverters and solar panels must be set back at least two hundred (200) feet from property lines and rights-of-way.
4. The owner(s) must submit a decommissioning and site rehabilitation plan (hereinafter, the "Decommissioning Plan") with the building permit application. The Decommissioning Plan must include the following items:
 - a. A description of any agreement(s) (e.g. lease) with the landowners regarding decommissioning;
 - b. The identification of the party currently responsible for decommissioning;
 - c. The types of panels and material specifications being utilized at the site;
 - d. Standard procedures for removal of facilities and site rehabilitation, including recompact and reseeding;
 - e. An estimate of all costs for the removal and disposal of solar panels, structures, cabling, electrical components, roads, fencing, and any other associated facilities above ground or up to 36 inches below grade or down to bedrock, whichever is less;
 - f. An estimate of all costs associated with rehabilitation of the site; and
 - g. Provisions to recycle materials to the maximum extent possible.The Decommissioning Plan must be prepared by a qualified third-party engineer and approved by both the party responsible for decommissioning and all landowners subject to the project. The Decommissioning Plan is subject to review and approval by the County Attorney and County Engineer, and must be in a form and style suitable for recordation with the Circuit Court Clerk of the County of Albemarle.
5. Before a grading permit may be issued:
 - a. The owner(s) must record the Decommissioning Plan with the Circuit Court Clerk of the County of Albemarle; and

- b. To guarantee performance of Condition 8, the owner(s) must furnish to the Zoning Administrator a certified or official check, a bond with surety satisfactory to the County, or a letter of credit satisfactory to the County (collectively, the "Guarantee"), in an amount sufficient for, and conditioned upon compliance with Condition 8. The amount of the Guarantee must fully cover the costs identified in Conditions 4(e) and 4(f), and be updated as costs are updated as provided in Condition 6. The type of Guarantee must be to the satisfaction of the Zoning Administrator and the County Attorney.
6. The Decommissioning Plan and estimated costs must be updated by qualified individual(s) upon (a) change of ownership of either the property or the project's owner(s) or (b) written request from the Zoning Administrator, but in any event at least once every five years. All updated decommissioning plan(s) must include as-built plans. The owner(s) must record any changes or updates to the Decommissioning Plan in the office of the Circuit Court of the County of Albemarle.
 7. The owner(s) must notify the Zoning Administrator in writing within 30 days of any abandonment or discontinuance of the use.
 8. All physical improvements, materials, and equipment (including fencing) related to solar energy generation, both above ground and underground, must be removed entirely, and the site rehabilitated as described in the Decommissioning Plan, within 180 days of any abandonment or discontinuance of the use. Any piece(s) of any underground component(s) must be excavated to a depth of at least 36 inches below the ground surface.
 9. If the use, structure, or activity for which this special use permit is issued is not commenced by April 5, 2028, the permit will be deemed abandoned and will thereupon terminate.
 10. The facility must comply with all provisions of the *Albemarle County Code*, including § 18-4.14.
 11. Panels may be cleaned only with water and biodegradable cleaning products.
 12. No above ground wires are permitted except for those (a) associated with the panels and attached to the panel support structure, (b) tying into the existing overhead transmission wires, and/or (c) necessary to avoid impacting wetlands or stream buffers.
 13. Before activating the site, the owner(s) must provide training to the Department of Fire Rescue. This training must include documentation of onsite materials and equipment, proper firefighting and lifesaving procedures, and material handling procedures.
 14. The property owner(s) must grant the Zoning Administrator (or any designees) access to the facility for inspection purposes within 30 days of any such request.
 15. Outdoor lighting for the facility is permitted only during maintenance periods. Regardless of the lumens emitted, each outdoor luminaire must be fully shielded as required by *County Code* § 18-4.17, except for any outdoor lighting required by state or federal law.
 16. The owner(s) must use diligent efforts to achieve VA Pollinator-Smart Certification under the Virginia Pollinator-Smart Solar program. If the project fails to obtain or maintain such certification, upon a demonstration to the Zoning Administrator's reasonable satisfaction that such certification (or maintenance of such certification) is not commercially viable despite at least five years of the owner(s)' diligent efforts and adherence to the Woodridge Solar Facility Vegetation Management Plan, the Zoning Administrator, with input from the qualified consultant that is monitoring the

Vegetation Management Plan per Condition 19, may approve alternative measures to approximate such certification.

17. Until commencement of decommissioning, plantings and vegetation management on the site must be in general accord with the "Woodridge Solar Facility Vegetation Management Plan," prepared by Timmons Group, and dated September 2022.
18. During or after grading of the site and prior to planting and seeding, soil amendments as recommended in the Vegetation Management Plan must be applied to all areas of the site to be planted or seeded.
19. The Vegetation Management Plan must be monitored by a third-party approved by the Zoning Administrator. The monitor must submit a report twice per year for the first five years of the project's operation, and the annually thereafter until the project is decommissioned.

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

Mr. Pruitt said that he had no committee reports but wanted to say to the public listening remotely that it was very important, as they had additional solar fields coming online, for the public to act as their eyes and ears regarding best practices. He said that they could repeatedly state during their reviews that it was essential for them to understand that Woodridge was implementing best practices based on what they observed. He said that the lived experience on the ground often revealed new and significant discoveries.

Mr. Pruitt said that this had already occurred in the Scottsville District concerning older solar facilities, where they had identified new best practices and ways to improve. He encouraged anyone residing in neighboring parcels, the Secretarys Road community, or this part of Scottsville to continue sharing their observations with the Board so that they could consistently improve their practices as they progressed.

Mr. Gallaway said that during their last meeting, they discussed the presentation regarding the Fontaine Avenue interchange. He said that the MPO (Metropolitan Planning Organization) had voted in favor of their agreement, which was then conveyed to VDOT for further action.

Mr. Gallaway said that he would like to bring attention to a point raised during today's budget

discussion about individual development projects and their fiscal impact. He said that someone mentioned that there was a formula for calculating this impact, which was presented by Mr. Sumner or another colleague. He said that this reminded him of a broader discussion taking place at the Regional Housing Partnership (RHP). He said that they had begun discussing whether that body could conduct a broader fiscal impact analysis of housing development on the region. He said that Virginia Housing had conducted such an analysis back in 2011. He said that in Greene County, development projects required applicants to provide a fiscal impact analysis. He said that it might be beneficial for them to understand the implications of affordable housing and rezonings from an economic development standpoint and at a regional level. He said that he was suggesting that the RHP could take on this task for the six counties, providing valuable insights into the economic development impact of housing development projects.

Ms. Mallek said that adding to the proposal about housing impacts, perhaps as part of that there could be an update on the impact to the taxpayer of every new unit. She said that approximately ten years ago in that area, the cost per unit was around \$600 to \$700 annually. She said that 40 years ago, when she was in Massachusetts, the cost was \$1,000 per unit. She said that it appeared that people were now recognizing that there were unmet expenses beyond what was covered by taxes for each unit. She said that this topic was part of the broader discussion that she hoped would be addressed soon.

Ms. Mallek said that regarding the questions they received from the MPO, one inquiry was about potential extra revenue if they were to pursue a simpler project. She said that they had hoped that additional funds could be allocated for a pedestrian crossover; however, they learned that this money would be returned to the pot. She said that they would not be able to implement this feature, but they remained optimistic about achieving better results in the near future. She said that an interesting development was that after 20 years of local requests for stoplights at two specific intersections, engineers had decided to install them. She said that she hoped that their efforts would be successful in due course.

Agenda Item No. 20. Adjourn to March 11, 2024, 2024, 3:00 p.m. Room 241.

At 7:27 p.m., the Board adjourned its meeting to March 11, 2024, 3:00 p.m. Room 241 on the Second Floor of the Albemarle County Office Building, 401 McIntire Road, Charlottesville, VA 22902. Mr. Andrews said that opportunities for the public to access and participate in this meeting would be posted on the Albemarle County website on the Board of Supervisors home page and on the Albemarle County calendar. He said participation would include the opportunity to comment on those matters for which comments from the public would be received.

Chair

Approved by Board
Date: 06/18/2025
Initials: CKB