

<p style="text-align: center;"><b>ACTIONS</b>  <b>Board of Supervisors Meeting of April 20, 2022</b></p>		
		April 21, 2022
<b>AGENDA ITEM/ACTION</b>	<b>ASSIGNMENT</b>	<b>VIDEO</b>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> <li>Meeting was called to order at 1:00 p.m., by the Chair, Ms. Price. All BOS members were present. Also present were Jeff Richardson, Cynthia Hudson, Claudette Borgersen and Travis Morris.</li> </ul>		<a href="#">Link to Video</a>
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> <li>Pulled August 19 minutes from the consent agenda</li> <li>By a vote of 6:0, <b>ADOPTED</b> final agenda as amended.</li> </ul>		
<p>5. Brief Announcements by Board Members.</p> <p><u>Ned Gallaway</u></p> <ul style="list-style-type: none"> <li>Noted that he was asked to participate in the Welcoming Greater Charlottesville iftar.</li> </ul> <p><u>Jim Andrews:</u></p> <ul style="list-style-type: none"> <li>Announced that VDOT had cleared nearly 1 million cubic yards of debris from the Culpeper District.</li> </ul> <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> <li>Announced that she had attended the celebration of the placement of the Burley Middle School marker that indicated the school as a National Historic Landmark.</li> <li>Reminded the community that over Easter weekend there were three mass shootings across the country and as of early April, there had been 119 mass shootings.</li> </ul> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> <li>Announced that on April 24 from 10am to 5pm, as part of Virginia garden week, there would be three properties in Browns Cove open for the garden tour.</li> <li>Announced that there would be a plant sale on April 30 from 8am to 1pm, and on May 1 from 11am to 2pm at the White Hall Ruritan Club.</li> <li>Announced that the Rivanna River festival would be held at the Lewis and Clark Exploratory Center on May 1, from 11am to 3pm.</li> <li>Mentioned that the Crozet Arts and Crafts festival was held on May 7 and May 8 from 10am to 5pm.</li> </ul> <p><u>Donna Price:</u></p> <ul style="list-style-type: none"> <li>Announced there had been 988,000 deaths from the COVID-19 pandemic.</li> <li>Commented that she had the opportunity to observe a Local Energy Alliance Program (LEAP) energy audit at a house and that energy audits were provided for any household on a sliding scale of payment to accommodate budgets.</li> <li>Mentioned that she had the opportunity to represent the County on Founders Day at Monticello.</li> <li>Mentioned that she had attended the unveiling of the historic marker at the Jackson Price Burley School.</li> </ul>		

<ul style="list-style-type: none"> <li>Announced it was Earth Week and Earth Day and encouraged everyone to attend events in Scottsville on Saturday April 23 that were being held in conjunction with the Scottsville Center for the Arts and Natural Environment.</li> <li>Mentioned that she attended Albemarle County's Recruit Class 20 fire and rescue training. She expressed appreciation to the law enforcement officers, fire rescue, and EMTs who put their life on the line every day.</li> </ul>		
<p>7. From the Public: Matters Not Listed for Public Hearing on the Agenda or on Matters Previously Considered by the Board or Matters that are Pending Before the Board.</p> <ul style="list-style-type: none"> <li><u>Doug Bates</u>, White Hall District and President of the Downtown Crozet Initiative (DCI), spoke toward item #9 on the agenda.</li> <li><u>Lee Dawson</u>, Rivanna District, spoke towards real estate taxes.</li> <li><u>Joe Fore</u>, White Hall District and Chair of the Crozet CAC, spoke toward the resignation of the members of the Village of Rivanna CAC.</li> <li><u>Kirk Bowers</u>, Rivanna District and Conservation Chair of the Piedmont Group Sierra Club, spoke towards artificial turf and the lighting for soccer fields.</li> </ul>		
<p>8.2 Schedule a Public Hearing for Crozet Sports Community Foundation Lease Amendment.</p> <ul style="list-style-type: none"> <li><b>SCHEDULED</b> a public hearing for May 18, 2022, to consider approval of the proposed lease amendment.</li> </ul>	<p><u>Clerk:</u> Advertise in Daily Progress and schedule on May 18 agenda.</p>	
<p>8.3 Resolution Affirming Commitment to Fund the Locality Share of Projects Under Agreement with the Virginia Department of Transportation.</p> <ul style="list-style-type: none"> <li><b>ADOPTED</b> resolution and <b>AUTHORIZED</b> the County Executive to execute all agreements and/or addenda for any approved projects with the Virginia Department of Transportation.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Facilities and Environmental Services and County Attorney's office. (Attachment 1)</p> <p><u>County Attorney:</u> Provide Clerk with copy of fully executed agreements. (Attachment 2 and 3)</p>	
<p>8.4 Amend Rule 6(D)(1) of the Board's Rules of Procedure.</p> <ul style="list-style-type: none"> <li><b>ADOPTED</b> Amended Rules of Procedure.</li> </ul>	<p>(Attachment 4)</p>	
<p>9. Barnes Lumber Addendum to Crozet New Town Associates, LLC, Development Agreement.</p> <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>ADOPTED</b> resolution approving the proposed addendum to the Development Agreement upon the County Attorney's approval as to form.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Economic Development and County Attorney's office. (Attachment 5)</p> <p><u>County Attorney:</u> Provide Clerk with copy of fully executed agreement. (Attachment 6)</p>	
<p>10. <b>Presentation:</b> Update on the Southwood Redevelopment Project.</p> <ul style="list-style-type: none"> <li><b>RECEIVED.</b></li> </ul>		
<p><b>Recess.</b> At 3:35 p.m., the Board recessed and reconvened at 3:45 p.m.</p>		
<p>11. Requests for Housing Fund Support.</p> <ul style="list-style-type: none"> <li>Consensus to direct staff to return in June with an appropriation request in the amount of \$3.1 million from FY21 year-end General Fund fund balance to the Housing Fund to be allocated with the existing Housing Fund</li> </ul>	<p><u>Clerk:</u> Schedule on June agenda.</p>	

<p>Reserve as follows:</p> <ul style="list-style-type: none"> <li>Agency: Piedmont Housing Alliance Project: Southwood Apartments A Amount: \$3,000,000</li> <li>Agency: Greater Charlottesville Habitat for Humanity Project: Southwood Resident Relocation &amp; Anti-Displacement Plan - Temporary On-site Housing Amount: \$306,504 (for master leasing associated with Southwood Phase 1).</li> </ul>		
<p>12. Closed Meeting.</p> <ul style="list-style-type: none"> <li>At 4:30 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia:</li> <li>Under Subsection (1): <ul style="list-style-type: none"> <li>To discuss and consider the appointment of members to the Village of Rivanna Community Advisory Committee;</li> <li>To discuss and consider the performance of one member of a multi-jurisdictional public body who was appointed by the Board of Supervisors; and</li> <li>To discuss and consider the search for candidates for county attorney.</li> </ul> </li> <li>Under Subsection (3), to discuss and consider the acquisition of real property for a public purpose where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the County.</li> <li>Under Subsection (8) to consult with legal counsel employed by the County regarding specific legal matters involving regulatory compliance and requiring the provision of legal advice.</li> </ul>		
<p>13. Certify Closed Meeting.</p> <ul style="list-style-type: none"> <li>At 6:01 p.m., the Board reconvened into open meeting and certified the closed meeting.</li> </ul>		
<p>14. From the County Executive: Report on Matters Not Listed on the Agenda.</p> <ul style="list-style-type: none"> <li>There were none.</li> </ul>		
<p>15. From the Public: Matters Not Listed for Public Hearing on the Agenda or on Matters Previously Considered by the Board or Matters that are Pending Before the Board.</p> <ul style="list-style-type: none"> <li><u>Tom Olivier</u>, Samuel Miller District, spoke towards the comprehensive plan.</li> <li><u>Mason Pickett</u> Spoke towards Climate change and personal property tax relief.</li> <li><u>Margaret Walker</u>, Rivanna District, Spoke towards the plastic bag tax.</li> </ul>		
<p>16. <b><u>Pb. Hrg.: Public Hearing to Consider a Stillhouse Ridge Rural Preservation Boundary Line Adjustment.</u></b></p> <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>ADOPTED</b> the resolution to authorize the County Executive to execute a Deed of Boundary Adjustment Agreement and corrected deed of easement once the County Attorney approved it as to form</li> </ul>	<p><u>Clerk</u>: Forward copy of signed resolution to Community Development and the County Attorney's office. (Attachment 7)</p> <p><u>County Attorney</u>: Provide Clerk with copy of fully executed deed.</p>	

17.	<b><u>Pb. Hrg.: Public Hearing to Consider the Adoption of an Ordinance to Exempt Real Property Owned by Surviving Spouses of Certain Persons Killed in the Line of Duty from Taxation.</u></b> <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>ADOPTED</b> the proposed ordinance.</li> </ul>	<u>Clerk:</u> Forward copy of signed ordinance to Finance and Budget and the County Attorney's office. (Attachment 8)	
18.	<b><u>Pb. Hrg.: Public Hearing to Consider the Adoption of an Ordinance to Modify the Real Estate Tax Relief for the Elderly and Disabled.</u></b> <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>ADOPTED</b> the proposed ordinance.</li> </ul>	<u>Clerk:</u> Forward copy of signed ordinance to Finance and Budget and the County Attorney's office. (Attachment 9)	
19.	<b><u>Pb. Hrg.: Public Hearing to Consider the Adoption of an Ordinance to Increase the Transient Occupancy Tax Rate.</u></b> <ul style="list-style-type: none"> <li><b>HELD.</b></li> </ul>	<u>Clerk:</u> Schedule on May 4, 2022 agenda.	
20.	<b><u>Pb. Hrg.: Public Hearing to Consider the Adoption of an Ordinance to Increase the Food and Beverage Tax Rate.</u></b> <ul style="list-style-type: none"> <li><b>HELD.</b></li> </ul>	<u>Clerk:</u> Schedule on May 4, 2022 agenda.	
21.	<b><u>Pb. Hrg.: Public Hearing to Consider the Adoption of an Ordinance to Impose a Tax upon Disposable Plastic Bags Tax.</u></b> <ul style="list-style-type: none"> <li><b>HELD.</b></li> </ul>	<u>Clerk:</u> Schedule on May 4, 2022 agenda.	
22.	From the Board: Committee Reports and Matters Not Listed on the Agenda. <u>Diantha McKeel:</u> <ul style="list-style-type: none"> <li>Commented that earlier in the meeting the Board approved minutes from August and September of 2020 and asked if there could be more efficiency with summary minutes.</li> </ul>		
23.	Adjourn to April 27, 2022, 2:00 p.m., Lane Auditorium. <ul style="list-style-type: none"> <li>The meeting was adjourned at 7:47 p.m.</li> </ul>		

ckb/tom

- Attachment 1 – Resolution Affirming Commitment to Fund the Locality Share of Projects Under Agreement with the Virginia Department of Transportation and Provide Signature Authority
- Attachment 2 – Draft VDOT Agreement 1
- Attachment 3 – Draft VDOT Agreement 2
- Attachment 4 – Rules of Procedure for Virtual and Hybrid Meetings
- Attachment 5 – Resolution Approving Addendum to Development Agreement Between the County and Crozet New Town Associates, LLC
- Attachment 6 – Draft Proposed Addendum to Development Agreement
- Attachment 7 – Resolution Approving Deed of Boundary Adjustment Agreement and Corrected Deed of Easement
- Attachment 8 – Ordinance No. 22-15(2)
- Attachment 9 – Ordinance No. 22-15(1)



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

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

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

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

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

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

Project Number	UPC	Local Government
0000-002-R78	104159	Albemarle County
0250-002-R98	105806	
0852-002-R70	113183	
1403-002-R73	113186	

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

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

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

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state and local laws and regulations.

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

1. The LOCALITY shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
  - b. Receive prior written authorization from the DEPARTMENT to proceed with the project.
  - c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
  - d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.
  - e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the

DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.

- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date project summary and schedule tracking payment requests and adjustments.
  - g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if due to action or inaction solely by the LOCALITY the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of state law or regulations require such reimbursement.
  - h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
  - i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of state-aid reimbursements
  - j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
  - k. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
  - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

- c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
  - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
  - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
- 3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
  - 4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
  - 5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
  - 6. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
  - 7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
  - 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder,

or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g, and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

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

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the project, this agreement is no longer applicable and shall be terminated. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects.

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

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

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

**COUNTY OF ALBEMARLE, VIRGINIA:**

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LOCALITY Digital Signature

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

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

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Chief of Policy  
Commonwealth of Virginia  
Department of Transportation

Digital Signature

**Attachment**

Appendix A (UPC 104159)  
Appendix A (UPC 105806)  
Appendix A (UPC 113183)  
Appendix A (UPC 113186)

## Appendix A

Date: 3/7/2022

Project Number: 000-002-R78 UPC: 104159 CFDA # N/A Locality: Albemarle County

Project Location ZIP+4: 22903-4977	Locality DUNS # N/A	Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4596
<b>Project Narrative</b>		
Work Description:	SIDEWALK (NEW CONSTRUCTION) - VARIOUS LOCATIONS. Add sidewalk at various locations to improve safety for pedestrian traffic.	
From:	Various	
To:	Various	
Locality Project Manager Contact Info:	Matt Wertman 540-447-0682 <a href="mailto:mwertman@albemarle.org">mwertman@albemarle.org</a>	
Department Project Coordinator Contact Info:	Thomas Fitzpatrick 540-718-4708 <a href="mailto:thomas.fitzpatrick@vdot.virginia.gov">thomas.fitzpatrick@vdot.virginia.gov</a>	

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$968,000	\$239,000	\$3,629,272	\$4,736,272
Estimated VDOT Project Expenses	\$58,000	\$15,000	\$30,000	\$103,000
Estimated Total Project Costs	\$926,000	\$254,000	\$3,659,272	\$4,839,272

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$926,000	Revenue Sharing	50%	\$463,000	\$463,000	
				\$0	\$0	
<b>Total PE</b>	\$926,000			\$463,000	\$463,000	\$405,000
Right of Way & Utilities	\$254,000	Revenue Sharing	50%	\$127,000	\$127,000	
				\$0	\$0	
<b>Total RW</b>	\$254,000			\$127,000	\$127,000	\$112,000
Construction	\$1,309,272	Revenue Sharing	50%	\$654,636	\$654,636	
	\$1,250,000	Revenue Sharing	50%	\$625,000	\$625,000	
	\$1,100,000	Local Funds	100%	\$1,100,000	\$0	
				\$0	\$0	
<b>Total CN</b>	\$3,659,272			\$2,379,636	\$1,279,636	\$1,249,636
<b>Total Estimated Cost</b>	\$4,839,272			\$2,969,636	\$1,869,636	\$1,766,636

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	\$1,869,636
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	\$1,766,636

Project Financing						
Revenue Sharing State Match	Revenue Sharing Local Match	Local Funds				Aggregate Allocations
\$1,869,636	\$1,869,636	\$1,100,000				\$4,839,272

Program and Project Specific Funding Requirements	
<ul style="list-style-type: none"> <li>This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Revenue Sharing Program Guidelines.</li> <li>This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$1,869,636</li> <li>Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.</li> <li>All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.</li> <li>This Standard Agreement replaces the Programmatic Project Administration Agreement that this Project was previously under and supersedes all previous versions signed by the LOCALITY and VDOT.</li> </ul>	

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

_____ Authorized Locality Official	_____ Date	_____ Authorized VDOT Official	_____ Date
_____ Typed or printed name of person signing		_____ Typed or printed name of person signing	

Revised: February 1, 2019

## Appendix A

Date: 3/7/2022

Project Number: 0250-002-R98	UPC: 105806	CFDA # N/A	Locality: Albemarle County
Project Location ZIP+4: 22903-4977	Locality DUNS # N/A	Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4596	
<b>Project Narrative</b>			
Work Description:	IVY ROAD FY15RS (CONST. SIDEWALKS, BIKELANES, & PAVED SHLDR		
From:	CHARLOTTESVILLE CITY LIMITS		
To:	NEAR 29/250 BYPASS		
Locality Project Manager Contact Info:	Walter Harris 540-718-0780 <a href="mailto:wharris@albemarle.org">wharris@albemarle.org</a>		
Department Project Coordinator Contact Info:	Thomas Fitzpatrick 540-718-4708 <a href="mailto:thomas.fitzpatrick@vdot.virginia.gov">thomas.fitzpatrick@vdot.virginia.gov</a>		

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$416,624	\$382,776	\$2,204,260	\$3,003,660
Estimated VDOT Project Expenses	\$33,000	\$2,500	\$38,840	\$74,340
Estimated Total Project Costs	\$449,624	\$385,276	\$2,243,100	\$3,078,000

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$449,624	Revenue Sharing	50%	\$224,812	\$224,812	
				\$0	\$0	
<b>Total PE</b>	<b>\$449,624</b>			<b>\$224,812</b>	<b>\$224,812</b>	<b>\$191,812</b>
Right of Way & Utilities	\$385,276	Revenue Sharing	50%	\$192,638	\$192,638	
				\$0	\$0	
<b>Total RW</b>	<b>\$385,276</b>			<b>\$192,638</b>	<b>\$192,638</b>	<b>\$190,138</b>
Construction	\$1,643,100	Revenue Sharing	50%	\$821,550	\$821,550	
	\$600,000	Local Funds	100%	\$600,000	\$0	
				\$0	\$0	
<b>Total CN</b>	<b>\$2,243,100</b>			<b>\$1,421,550</b>	<b>\$821,550</b>	<b>\$782,710</b>
<b>Total Estimated Cost</b>	<b>\$3,078,000</b>			<b>\$1,839,000</b>	<b>\$1,239,000</b>	<b>\$1,164,660</b>

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	\$1,238,999
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	\$1,164,660

Project Financing						
Revenue Sharing State Match	Revenue Sharing Local Match	Local Funds				Aggregate Allocations
\$1,238,999	\$1,239,001	\$600,000				\$3,078,000

<p align="center"><b>Program and Project Specific Funding Requirements</b></p> <ul style="list-style-type: none"> <li>• This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Revenue Sharing Program Guidelines.</li> <li>• This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$1,238,999</li> <li>• Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.</li> <li>• All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.</li> <li>• This Standard Agreement replaces the Programmatic Project Administration Agreement that this Project was previously under and supersedes all previous versions signed by the LOCALITY and VDOT.</li> </ul>
---

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

Authorized Locality Official	Date	Authorized VDOT Official	Date
Typed or printed name of person signing		Typed or printed name of person signing	

Revised: February 1, 2019



## Appendix A

Date: 3/7/2022

Project Number: 0852-002-R70 UPC: 113183 CFDA # N/A Locality: Albemarle County

Project Location ZIP+4: 22901-1426	Locality DUNS # N/A	Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4596
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## Project Narrative

Work Description:	COMMONWEALTH DRIVE / DOMINION DRIVE SIDEWALKS. SIDEWALK IMPROVEMENTS/INSTALLATIONS ALONG COMMONWEALTH DRIVE AND DOMINION DRIVE.
From:	RTE 743 (HYDRAULIC ROAD)
To:	RTE 29
Locality Project Manager Contact info:	Mike Stumbaugh 434-906-4459 <a href="mailto:mstumbaugh@albemarle.org">mstumbaugh@albemarle.org</a>
Department Project Coordinator Contact Info:	Thomas Fitzpatrick 540-718-4708 <a href="mailto:thomas.fitzpatrick@vdot.virginia.gov">thomas.fitzpatrick@vdot.virginia.gov</a>

## Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$528,673	\$1,112,056	\$1,595,407	\$3,236,136
Estimated VDOT Project Expenses	\$16,351	\$34,394	\$49,343	\$100,088
Estimated Total Project Costs	\$545,024	\$1,146,450	\$1,644,750	\$3,336,224

## Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$545,024	Revenue Sharing	50%	\$272,512	\$272,512	
				\$0	\$0	
<b>Total PE</b>	\$545,024			\$272,512	\$272,512	\$256,161
Right of Way & Utilities	\$1,146,450	Revenue Sharing	50%	\$573,225	\$573,225	
				\$0	\$0	
<b>Total RW</b>	\$1,146,450			\$573,225	\$573,225	\$538,831
Construction	\$1,644,750	Revenue Sharing	50%	\$822,375	\$822,375	
				\$0	\$0	
<b>Total CN</b>	\$1,644,750			\$822,375	\$822,375	\$773,032
<b>Total Estimated Cost</b>	\$3,336,224			\$1,668,112	\$1,668,112	\$1,568,024

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)

\$1,668,112

Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)

\$1,568,024

## Project Financing

Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations
\$1,668,112	\$1,668,112					\$3,336,224

## Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Revenue Sharing Program Guidelines.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$1,668,112
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- This Standard Agreement replaces the Programmatic Project Administration Agreement that this Project was previously under and supersedes all previous versions signed by the LOCALITY and VDOT.

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

Authorized Locality Official

Date

Authorized VDOT Official

Date

Typed or printed name of person signing

Typed or printed name of person signing

Revised: February 1, 2019

## Appendix A

Date: 3/7/2022

Project Number: 1403-002-R73 UPC: 113186 CFDA # N/A Locality: Albemarle County

Project Location ZIP+4: 22901-8033	Locality DUNS # N/A	Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4596
<b>Project Narrative</b>		
Work Description:	BERKMAR DRIVE BICYCLE AND PEDESTRIAN IMPROVEMENTS. Project proposes to construct a shared-use path or enhanced sidewalk from Rio Road to Hilton Heights Road to connect to the new Shared-Use Path on Berkmar Extended. It would be approximately 1.1 miles long.	
From:	RIO ROAD	
To:	HILTON HEIGHTS ROAD	
Locality Project Manager Contact info:	Mike Stumbaugh 434-906-4459 <a href="mailto:mstumbaugh@albemarle.org">mstumbaugh@albemarle.org</a>	
Department Project Coordinator Contact info:	Thomas Fitzpatrick 540-718-4708 <a href="mailto:thomas.fitzpatrick@vdot.virginia.gov">thomas.fitzpatrick@vdot.virginia.gov</a>	

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$340,300	\$746,755	\$1,522,271	\$2,609,326
Estimated VDOT Project Expenses	\$10,525	\$23,095	\$47,080	\$80,700
Estimated Total Project Costs	\$350,825	\$769,850	\$1,569,351	\$2,690,026

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$350,825	Revenue Sharing	50%	\$175,413	\$175,413	
				\$0	\$0	
<b>Total PE</b>	<b>\$350,825</b>			<b>\$175,413</b>	<b>\$175,413</b>	<b>\$164,888</b>
Right of Way & Utilities	\$769,850	Revenue Sharing	50%	\$384,925	\$384,925	
				\$0	\$0	
<b>Total RW</b>	<b>\$769,850</b>			<b>\$384,925</b>	<b>\$384,925</b>	<b>\$361,830</b>
Construction	\$1,569,351	Revenue Sharing	50%	\$784,676	\$784,676	
				\$0	\$0	
<b>Total CN</b>	<b>\$1,569,351</b>			<b>\$784,676</b>	<b>\$784,676</b>	<b>\$737,596</b>
<b>Total Estimated Cost</b>	<b>\$2,690,026</b>			<b>\$1,345,013</b>	<b>\$1,345,013</b>	<b>\$1,264,313</b>

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	<b>\$1,345,013</b>
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	<b>\$1,264,313</b>

Project Financing						
Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations
\$1,345,013	\$1,345,013					\$2,690,026

Program and Project Specific Funding Requirements	
<ul style="list-style-type: none"> <li>This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Revenue Sharing Program Guidelines.</li> <li>This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$1,345,013</li> <li>Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.</li> <li>All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.</li> <li>This Standard Agreement replaces the Programmatic Project Administration Agreement that this Project was previously under and supersedes all previous versions signed by the LOCALITY and VDOT.</li> </ul>	

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Authorized Locality Official \_\_\_\_\_ Date \_\_\_\_\_

Authorized VDOT Official \_\_\_\_\_ Date \_\_\_\_\_

Typed or printed name of person signing \_\_\_\_\_

Typed or printed name of person signing \_\_\_\_\_

Revised: February 1, 2019

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

Project Number	UPC	Local Government
1217-002-R71	113188	Albemarle County
0867-002-R72	113385	

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

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

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

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state and local laws and regulations.

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

1. The LOCALITY shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
  - b. Receive prior written authorization from the DEPARTMENT to proceed with the project.
  - c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
  - d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.
  - e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement

will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.

- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date project summary and schedule tracking payment requests and adjustments.
  - g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if due to action or inaction solely by the LOCALITY the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of state law or regulations require such reimbursement.
  - h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
  - i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of state-aid reimbursements
  - j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
  - k. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
  - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

- c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
  - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
  - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
- 3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
  - 4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
  - 5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
  - 6. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
  - 7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
  - 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to

the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g, and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

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

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the project, this agreement is no longer applicable and shall be terminated. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects.

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

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

The remainder of this page is BLANK

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

**COUNTY OF ALBEMARLE, VIRGINIA:**

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LOCALITY Digital Signature

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

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

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Chief of Policy  
Commonwealth of Virginia  
Department of Transportation

Digital Signature

**Attachment**

Appendix A (UPC 113188)  
Appendix A (UPC 113385)



## Appendix A

Date: 3/7/2022

Project Number: 1217-002-R71 UPC: 113188 CFDA # N/A Locality: Albemarle County

Project Location ZIP+4: 22932-3133	Locality DUNS # N/A	Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4596
<b>Project Narrative</b>		
Work Description:	CROZET SQUARE / OAK STREET IMPROVEMENTS. Reconstruction of Crozet Square (1217) and Oak Street to connect with Library Avenue (867) to improve the street network. Crozet Square would be reconstructed as a one-way road with angled parking and improved drainage and pedestrian accommodations.	
From:	INT. of RTE. 240 ( CROZET AVE )	
To:	0.060 MI. E of RTE. 240 (CROZET AVE)	
Locality Project Manager Contact info:	Matt Wertman 540-447-0682 <a href="mailto:mwertmann@albemarle.org">mwertmann@albemarle.org</a>	
Department Project Coordinator Contact Info:	Thomas Fitzpatrick 540-718-4708 <a href="mailto:thomas.fitzpatrick@vdot.virginia.gov">thomas.fitzpatrick@vdot.virginia.gov</a>	

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$316,753	\$101,850	\$1,046,096	\$1,464,699
Estimated VDOT Project Expenses	\$9,797	\$3,150	\$32,354	\$45,301
Estimated Total Project Costs	\$326,550	\$105,000	\$1,078,450	\$1,510,000

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$326,550	Revenue Sharing	50%	\$163,275	\$163,275	
				\$0	\$0	
<b>Total PE</b>	<b>\$326,550</b>			<b>\$163,275</b>	<b>\$163,275</b>	<b>\$153,478</b>
Right of Way & Utilities	\$105,000	Revenue Sharing	50%	\$52,500	\$52,500	
				\$0	\$0	
<b>Total RW</b>	<b>\$105,000</b>			<b>\$52,500</b>	<b>\$52,500</b>	<b>\$49,350</b>
Construction	\$1,078,450	Revenue Sharing	50%	\$539,225	\$539,225	
				\$0	\$0	
<b>Total CN</b>	<b>\$1,078,450</b>			<b>\$539,225</b>	<b>\$539,225</b>	<b>\$506,871</b>
<b>Total Estimated Cost</b>	<b>\$1,510,000</b>			<b>\$755,000</b>	<b>\$755,000</b>	<b>\$709,699</b>

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	<b>\$755,000</b>
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	<b>\$709,699</b>

Project Financing						
Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations
\$755,000	\$755,000					\$1,510,000

Program and Project Specific Funding Requirements	
<ul style="list-style-type: none"> <li>This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Revenue Sharing Program Guidelines.</li> <li>This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$755,000</li> <li>Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.</li> <li>All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.</li> <li>This Standard Agreement replaces the Programmatic Project Administration Agreement that this Project was previously under and supersedes all previous versions signed by the LOCALITY and VDOT.</li> </ul>	

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_____ Authorized Locality Official	_____ Date	_____ Authorized VDOT Official	_____ Date
_____ Typed or printed name of person signing		_____ Typed or printed name of person signing	

Revised: February 1, 2019



## Appendix A

Date: 3/7/2022

Project Number: 0867-002-R72 UPC: 113385 CFDA # N/A Locality: Albemarle County

Project Location ZIP+4: 22932-3177	Locality DUNS # N/A	Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4596
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## Project Narrative

Work Description:	LIBRARY AVE. EXTENSION TO PARKSIDE VILLAGE. Construct the extension of Library Avenue (867) east to connect to High Street (1204) with two roundabouts and then continue east to Hilltop Street (1014). Project would include pedestrian and bike facilities.	
From:	LIBRARY AVE. (RTE 867)	
To:	HILLTOP STREET (RTE 1014)	
Locality Project Manager Contact Info:	Blake Abplanalp 434-825-1663	<a href="mailto:babplanalp@albemarle.org">babplanalp@albemarle.org</a>
Department Project Coordinator Contact Info:	Thomas Fitzpatrick 540-718-4708	<a href="mailto:thomas.fitzpatrick@vdot.virginia.gov">thomas.fitzpatrick@vdot.virginia.gov</a>

## Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$20,000	\$881,586	\$3,886,113	\$4,787,699
Estimated VDOT Project Expenses	\$50,000	\$27,266	\$121,735	\$199,001
Estimated Total Project Costs	\$70,000	\$908,852	\$4,007,848	\$4,986,700

## Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$70,000	Revenue Sharing	50%	\$35,000	\$35,000	
				\$0	\$0	
<b>Total PE</b>	\$70,000			\$35,000	\$35,000	
Right of Way & Utilities	\$908,852	Revenue Sharing	50%	\$454,426	\$454,426	
				\$0	\$0	
<b>Total RW</b>	\$908,852			\$454,426	\$454,426	\$427,160
Construction	\$4,007,848	Revenue Sharing	50%	\$2,003,924	\$2,003,924	
				\$0	\$0	
<b>Total CN</b>	\$4,007,848			\$2,003,924	\$2,003,924	\$1,882,189
<b>Total Estimated Cost</b>	\$4,986,700			\$2,493,350	\$2,493,350	\$2,294,349

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)

\$2,493,351

Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)

\$2,294,349

## Project Financing

Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations
\$2,493,351	\$2,493,350					\$4,986,701

## Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Revenue Sharing Program Guidelines.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$2,493,351
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- This Standard Agreement replaces the Programmatic Project Administration Agreement that this Project was previously under and supersedes all previous versions signed by the LOCALITY and VDOT.

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Authorized Locality Official

Date

Authorized VDOT Official

Date

Typed or printed name of person signing

Typed or printed name of person signing

Revised: February 1, 2019

# **Albemarle County Board of Supervisors**

## **Rules of Procedure for Virtual and Hybrid Meetings**

**Adopted April 20, 2022**

**Rules of Procedure  
of the  
Albemarle County Board of Supervisors  
for Virtual and Hybrid Meetings**

**1. Introduction**

- A. Purpose.** The purpose of these Rules of Procedure (the “Rules”) is to facilitate the timely, efficient, and orderly conduct of public meetings and decision-making, and they are designed and adopted for the benefit and convenience of the Albemarle County Board of Supervisors (the “Board”).
- B. Rules Do Not Create Substantive Rights in Others.** The Rules do not create substantive rights in third parties or participants in matters before the Board.
- C. Compliance with These Rules.** The Rules that are parliamentary in nature are procedural, and not jurisdictional, and the failure of the Board to strictly comply with them does not invalidate any action of the Board. The Rules that implement the requirements of State law are jurisdictional only to the extent that Virginia law makes them so.
- D. Applicability.** These Rules apply to all virtual and hybrid meetings of the Board, as those meetings are defined in these Rules.
- E. Definitions.** The following definitions apply to the administration of these Rules:
  - 1. Hybrid Meeting.** A “hybrid meeting” is a meeting where the Board is physically assembled and other persons may either physically attend the meeting or attend the meeting by electronic communication means.
  - 2. Present.** A person is “present” at a meeting when physically attending on the date, and at the time and place identified for the meeting, or is connected to the meeting by electronic communication means.
  - 3. Virtual Meeting.** A “virtual meeting” is a meeting, when authorized by law, where Supervisors and all other persons attend the meeting by electronic communication means.

**2. Supervisors**

- A. Equal Status.** Except for the additional responsibilities of the Chair provided in Rule 3(A), all Supervisors have equal rights, responsibilities, and authority.
- B. Decorum.** Each Supervisor will act in a collegial manner and will cooperate and assist in preserving the decorum and order of the meetings.

**3. Officers and Their Terms of Office**

- A. Chair.** When present, the Chair presides at all Board meetings during the year for which elected. The Chair has a vote but no veto. (Virginia Code §§ 15.2-1422 and 15.2-1423) The Chair also is the head official for all of the Board’s official functions and for ceremonial purposes.
- B. Vice-Chair.** If the Chair is absent from a Board meeting, the Vice-Chair, if present, presides at the meeting. The Vice-Chair also discharges the duties of the Chair during the Chair’s absence or disability. (Virginia Code § 15.2-1422)
- C. Acting Chair in Absence of Chair and Vice-Chair.** If the Chair and Vice Chair are absent from any meeting, a present Supervisor must be chosen to act as Chair.
- D. Term of Office.** The Chair and Vice-Chair shall be elected for one-year terms, but either or both may be re-elected for one or more additional terms. (Virginia Code § 15.2-1422)
- E. References to the Chair.** All references in these Rules to the *Chair* include the Vice-Chair or any other Supervisor when the Vice-Chair or the other Supervisors is acting as the Chair.

**4. Meetings**

- A. **Annual Meeting.** The *Annual Meeting* is the first meeting in January held after the newly elected Supervisors qualify for the office by taking the oath and meeting any other requirements of State law, and the first meeting held in January of each succeeding year. At the Annual Meeting, the Board:
1. **Elect Officers.** Elects a Chair and a Vice-Chair.
  2. **Designate Clerks.** Designates a Clerk of the Board ("Clerk") and one or more Deputy Clerks who serve at the pleasure of the Board, and who have the duties stated in Virginia Code § 15.2-1539 and any additional duties set forth in resolutions of the Board as adopted from time to time. (Virginia Code § 15.2-1416)
  3. **Establish Schedule for Regular Meetings.** Establishes the days, time, and place of regular meetings when the Board is physically assembled, and how the public may attend a hybrid or virtual meeting by electronic communication means. (Virginia Code § 15.2-1416).
  4. **Adopt Rules and Policies.** Adopts Rules of Procedure and Policies that will apply in the calendar year, subject to amendment under Rule 12.
- B. **Regular Meetings.** *Regular Meetings* are those meetings established at the *Annual Meeting* to occur on specified days and at specified times and places, with instructions for how the public may connect to the meeting by electronic communication means.
1. **Regular Meeting Falling on a Holiday.** If any day established as a Regular Meeting day falls on a legal holiday, the meeting scheduled for that day will be held on the next regular business day without action of any kind by the Board. (Virginia Code § 15.2-1416)
  2. **Adjourning a Regular Meeting.** Without further public notice, the Board may adjourn a Regular Meeting from day to day, from time to time, or from place to place, but not beyond the time fixed for the next Regular Meeting, until the business of the Board is complete. (Virginia Code § 15.2-1416) If a quorum was not established or was lost during the meeting, the Supervisors present may only adjourn the meeting (See also Rules 7(B), (C), and (D)).
  3. **Continuing a Regular Meeting When Weather or Other Conditions Create a Hazard.** If the Chair finds and declares that weather or other conditions are hazardous for Supervisors to physically attend a Regular Meeting, prevent one or more Supervisors from being present at a meeting, or prevent a reasonably significant portion of the public from being present at a meeting considering, among other things, the items on the agenda, the meeting must be continued to the next Regular Meeting date. The Chair's finding, and the continuation of the meeting, must be communicated by the Chair or the Clerk to the other Supervisors and to the general news media as promptly as possible. All hearings and other matters previously advertised will be conducted at the continued meeting and no further advertisement is required. (Virginia Code § 15.2-1416)
  4. **Establishing a Different Day, Time, Place, and Instructions.** After the Annual Meeting, the Board may establish for Regular Meetings different days, times, places, and instructions for how the public may connect to the meeting by electronic communication means by adopting a resolution to that effect. (Virginia Code § 15.2-1416)
- C. **Special Meetings.** A *Special Meeting* is a meeting that is not a Regular Meeting. The Board may hold Special Meetings as it deems necessary at times and places that it deems convenient. (Virginia Code § 15.2-1417) The then-current continuity of government ordinance adopted by the Board pursuant to Virginia Code § 15.2-1413 governs how the public may connect to the meeting by electronic communication means.
1. **Calling and Requesting a Special Meeting.** A Special Meeting may be called by the Chair or requested by two or more Supervisors. The call or request must be made to the Clerk and shall specify the matters to be considered at the meeting. (Virginia Code § 15.2-1418)
  2. **Duty of Clerk to Provide Notice; When Notice May Be Waived.** Upon receipt of a call or request, the Clerk, after consultation with the Chair, must immediately notify each Supervisor, the County Executive, and the County Attorney about the Special Meeting. The notice must be in writing and be delivered to each Supervisor, the County Executive, and the County Attorney at their place of residence or business. Notice will be provided by email to

each Supervisor's County email address. The notice may be waived if all Supervisors are present at the Special Meeting or if all Supervisors sign a waiver for the notice. (Virginia Code § 15.2-1418) An email from the Supervisor to the Clerk waiving notice satisfies this requirement. The Clerk must also notify the general news media about the Special Meeting.

3. **Contents of the Notice Provided by the Clerk.** The notice provided by the Clerk must state the date, time, place (if applicable) of the meeting, provide instructions for how the public may connect to the meeting by electronic communication means, and specify the matters to be considered.
4. **Matters That May Be Considered.** Only those matters specified in the notice may be considered at a Special Meeting unless all Supervisors are present. (Virginia Code § 15.2-1418)
5. **Adjourning a Special Meeting.** A Special Meeting may be adjourned from time to time as the Board finds necessary and convenient to complete the business of those matters identified in the notice of the Special Meeting. (Virginia Code § 15.2-1417) If a quorum was not established or was lost during the meeting, the Supervisors present may only adjourn the meeting (See also Rules 7(B), (C), and (D)).

## 5. **Order of Business for Regular Meetings**

- A. **Establishing the Agenda.** The Clerk must establish the agenda for all Regular Meetings in consultation with the County Executive and the Chair. The County Executive and the Clerk will then review the agenda with the Chair and the Vice Chair before the meeting. The Clerk sets the order of business as provided in Rule 5(B), provided that the Clerk may modify the order of business to facilitate the business of the Board. The draft agenda must be provided to the Board at least six days before the Regular Meeting date.
  1. **Resolutions Proposed by Supervisors.** Resolutions may be proposed by a Supervisor requesting the Board to take a position on an issue of importance to the Board, to make a proclamation, or to recognize a person.
    - a. **Initial Notice by Supervisor.** A Supervisor requesting the Board to adopt a resolution should give notice of the intent to request action on the resolution on a specified meeting date and submit a draft of the proposed resolution.
    - b. **When Request Must be Made.** The request must be made at least seven days before the meeting at which the resolution may be considered.
    - c. **Distributing the Draft Resolution to Supervisors for Comments.** The Clerk will distribute the draft resolution with background information, if available, to all Supervisors. Any Supervisor may submit proposed changes to the proposed resolution to the Clerk in a redline format. The Clerk must forward all comments received from any Supervisor to the Board.
    - d. **Preparing the Resolution.** The Supervisor requesting the resolution will then coordinate with the Clerk to prepare a resolution for consideration by the Board.
    - e. **Adding the Resolution to the Agenda.** The Clerk then polls the Supervisors to determine if a majority of the Supervisors supports adding the resolution to the agenda for consideration. If a majority of the Supervisors indicates support for considering the resolution, the resolution will be added to the proposed final agenda. If all Supervisors indicate support for the resolution, the resolution may be placed on the proposed consent agenda unless any Supervisor requests otherwise.
  2. **Items Other Than Resolutions Proposed To Be Added to the Clerk's Draft Agenda.**
    - a. **By Supervisors.** Any Supervisor may propose to add items, other than resolutions subject to Rule 5(A)(1), to the Clerk's draft agenda for action if notice of that item has been given in writing or by email to all Supervisors, the Clerk, and the County Executive by 5:00 p.m. two days before the date of the meeting or upon the unanimous consent of all Supervisors present at the meeting. Any item that has been timely proposed and properly noticed will be added to the end of the agenda for discussion or action unless a majority of the Supervisors present agrees to consider the item earlier on the agenda.

- b. **By the County Executive.** The County Executive may add items to the Clerk's draft agenda for action by 5:00 p.m. two days before the date of the meeting if the item requires consideration and action by the Board at its next meeting. In an emergency, the County Executive may add an item at any time with the consent of the Chair and the Vice Chair. In order to add an item to the agenda, the County Executive must provide information about the item to all Supervisors as soon as practicable and prior to the meeting.
- 3. **Proclamations and Recognitions Proposed by Residents.** A request by a resident to place a proclamation or recognition on the agenda must be made as follows:
  - a. **When Request Must be Made.** The request must be made at least four weeks in advance of the Board meeting date.
  - b. **Request Made to the Clerk.** The resident must submit the request to advance a proclamation or recognition to the Clerk. If the request is made to a Supervisor, the person making the request will be directed to make the request to the Clerk. The Clerk will advise the person making the request of the process and submittal requirements.
  - c. **Review of the Request for Completeness and Distribution.** Upon submittal of the request, the Clerk will review the submittal for completeness and forward it to the Supervisors for review.
  - d. **Adding the Proclamation or Recognition to the Agenda; Informing the Requester.** The Clerk shall poll Supervisors to determine whether a majority of the Supervisors supports adding the proclamation or recognition to the agenda. The Clerk will advise the person requesting the proclamation or recognition whether the proclamation or recognition will be considered by the Board.
- 4. **Public Hearings for Zoning Map Amendments; Prerequisites.** Public hearings for zoning map amendments are subject to the following rules in order for the item to be placed on the agenda and heard by the Board:
  - a. **Public Hearing Should Not Be Advertised Until Final Documents Are Received.** The Board's preference is that a public hearing for a zoning map amendment should not be advertised until all of the final documents for a zoning application have been received by the County and are available for public review. To satisfy this preference, applicants should provide final plans, final codes of development, final proffers, and any other documents deemed necessary by the Director of Community Development, to the County so that they are received no later than two business days before the County's deadline for submitting the public hearing advertisement to the newspaper. Staff will advise applicants of this date by including it in annual schedules for applications and by providing each applicant a minimum of two weeks' advance notice of the deadline.
  - b. **Effect of Failure to Timely Receive Final Documents.** If the County does not timely receive the required final documents, the public hearing must not be advertised and the matter shall not be placed on the agenda. If the matter is not advertised, a new public hearing date will be scheduled.
  - c. **Receipt of Final Signed Proffers.** Final signed proffers must be received by the County no later than nine calendar days before the date of the advertised public hearing. This Rule is not intended to prevent changes from being made to proffers resulting from comments received from the public or from Supervisors at the public hearing.
- 5. **Public Hearings; Zoning Map Amendments; Deferral at Applicant's Request.** Zoning map amendments advertised for public hearing must be on the agenda for public hearing on the advertised date, provided that an applicant may request a deferral as provided in County Code § 18-33.52 *et seq.*
- B. **Order of Business at Regular Meetings.** At Regular Meetings of the Board, the order of business will be generally as follows:
  - 1. Call to Order.
  - 2. Pledge of Allegiance.

3. Moment of Silence.
4. Adoption of the Final Agenda.
5. Brief Announcements by Supervisors.
6. Proclamations and Recognitions.
7. From the Public: Matters Not Listed for Public Hearing on the Agenda, Matters Previously Considered by the Board, or Matters Pending Before the Board.
8. Consent Agenda.
9. General Business.
10. Closed Meeting.
11. Certify Closed Meeting.
12. Actions Resulting from Closed Meeting.
13. From the County Executive: Report on Matters Not Listed on the Agenda.
14. From the Public: Matters Not Listed for Public Hearing on the Agenda, Matters Previously Considered by the Board, or Matters Pending Before the Board.
15. General Business, Including Public Hearings.
16. From the Board: Committee Reports and Matters Not Listed on the Agenda.
17. Adjourn.

**C. Closed Meetings.** A *Closed Meeting* is a meeting of the Supervisors that is not open to the public when authorized by the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*). A Closed Meeting may be held at any point on the agenda, as necessary. Generally, a Closed Meeting will be scheduled either at the midpoint of the agenda or at the end of the agenda prior to adjournment. The Clerk must promptly post and make available for public inspection the motion to convene a Closed Meeting after it is distributed by the County Attorney; provided that: (i) the contents of the motion may be subject to change without further posting or availability; and (ii) the failure of the Clerk to comply with this subsection does not affect the legality of the Closed Meeting.

## **6. Rules Applicable to the Items of Business on the Agenda**

- A. Adoption of the Final Agenda.** *Adoption of the Final Agenda* is the first order of business for a Regular Meeting of the Board. The Board may modify the order of business as part of its adoption of the Final Agenda. Any changes to the Consent Agenda, including removing an item from the Consent Agenda for discussion and separate action, should be made when the Final Agenda is adopted. The Final Agenda must be adopted by a majority vote of the Supervisors present and voting. No item for action not included on the Final Agenda may be considered at that meeting.
- B. Brief Announcements by Supervisors.** *Brief Announcements by Supervisors* are announcements of special events or other items of interest that are not considered committee reports and are not otherwise on the meeting agenda.
- C. Proclamations and Recognitions.** *Proclamations* are ceremonial documents or recognitions adopted by the Board to draw public awareness to a day, week, or month to recognize events, arts and cultural celebrations, or special occasions. *Recognitions* are ceremonial acknowledgements by the Board of a person for service or achievement.
- D. From the Public: Matters Not Listed for Public Hearing on the Agenda, Matters Previously Considered by the Board, or Matters Pending Before the Board.** *From the Public: Matters Not Listed for Public Hearing on the Agenda, Matters Previously Considered by the Board, or Matters Pending Before the Board* ("Matters from the Public") allows any member of the public to speak on any topic of public interest that is not on the Final Agenda for a public hearing at that meeting, any matter that was previously considered by the Board, and any matter pending before the Board that is not on that day's Board agenda. The following rules apply:
1. **Number of Speakers.** Up to 10 persons, whether appearing in-person or remotely (online), may speak during each Matters from the Public session. The 10 speakers are determined on a first-come, first-served basis, with those persons signing up to speak before the meeting having priority. Only those persons signed up to speak before the Chair or presiding officer opens the Matters from the Public item shall be heard.
  2. **Time.** Each speaker may speak for up to three minutes.

3. **Place.** Each speaker may speak using electronic communication means or, if the speaker physically attends the meeting, must speak from the podium or other location provided for the meeting.
  4. **Manner.** In order to allow the Board to efficiently and effectively conduct its business, each speaker may speak at only one Matters from the Public session at each meeting, must address only the Board, and must not engage in speech or other behavior that actually disrupts the meeting. The speaker may include a visual or audio presentation, provided that the presentation is received by the Clerk at least 48 hours before the Matters from the Public session at which the speaker plans to speak.
- E. **Consent Agenda.** The *Consent Agenda* is for items for action that do not require discussion or comment and are anticipated to have the unanimous approval of the Board, and for items provided for the Board's information.
1. **Questions to Staff.** Supervisors should ask the County Executive or the staff member identified in the executive summary any questions regarding a Consent Agenda item before the Board meeting.
  2. **Discussion and Comment.** There should be either no discussion or comment or only a brief discussion or comment on Consent Agenda items at the meeting except as provided in Rule 6(E)(3).
  3. **Removing an Item from the Consent Agenda.** Any Supervisor may remove an item from the Consent Agenda at the time the Final Agenda is being considered for adoption. Any item removed from the Consent Agenda should be moved to a specific time or to the end of the meeting agenda for further discussion or action. However, an item removed from the Consent Agenda requiring only brief comment or discussion may be considered immediately after the approval of the Consent Agenda.
  4. **Effect of Approval of the Consent Agenda.** A successful motion to approve the Consent Agenda approves those Consent Agenda items identified for action and accepts Consent Agenda items identified for information.
- F. **General Business.** *General Business* includes public hearings, work sessions, appointments, and other actions, discussions, and presentations.
1. **Public Hearings.** The Board may not decide any item before the Board requiring a public hearing until the public hearing has been held. The Board may, however, at its discretion, defer or continue the public hearing or consideration of the item. The procedures for receiving a presentation from the applicant and comments from members of the public are at the discretion of the Board provided that they satisfy all minimum legal requirements. However, unless otherwise decided by a majority of the Supervisors present during a particular public hearing, the following rules apply:
    - a. **Time.** The applicant is permitted up to 10 minutes to present its application. Following the applicant's presentation, any member of the public is permitted to speak once for up to three minutes on the item. Following comments by members of the public, the applicant is permitted up to five minutes for a rebuttal presentation.
    - b. **Place.** The applicant and each member of the public presenting and speaking may speak using electronic communication means and, if the speaker physically attends the meeting, must speak from the podium or other location provided for the meeting.
    - c. **Manner.** In order to allow the Board to efficiently and effectively conduct its business, each speaker must address only the Board, speak to issues that are relevant to the item for which the public hearing is being held, and not engage in speech or other behavior that actually disrupts the meeting. The applicant and its representatives may include a visual or audio presentation. Any other speaker may also include a visual or audio presentation, provided that the presentation is received by the Clerk at least 48 hours before the time scheduled for the public hearing.
  2. **Public Hearings; Zoning Map Amendments; Applicant's Documents Not Available During Advertisement Period.** If the public hearing is held without the applicant's final documents being available for review throughout the advertisement period due to the late



submittal of documents, or because substantial revisions or amendments are made to the submitted documents after the public hearing has been advertised, it is the policy of the Board to either defer action and schedule a second public hearing that provides this opportunity to the public or to deny the application. In deciding whether to defer action or to deny the application, the Board must consider whether deferral or denial would be in the public interest or would forward the purposes of this policy.

3. **Action Items on Deferred Matters Not Listed on the Agenda for Public Hearing When Public Hearing Previously Held.** On any matter before the Board for action that is not listed on the agenda for public hearing and was previously deferred after the close of a public hearing, the following rules apply:

a. **Time.** The applicant is permitted up to seven minutes to present its application and any member of the public is permitted to speak once for up to two minutes on the item. Following comments by members of the public, the applicant is permitted up to five minutes for a rebuttal presentation.

b. **Place and Manner.** The place and manner rules in Rule 6(F)(1)(b) and (c) apply.

- G. **Report from the County Executive.** The *Report from the County Executive* is a report on matters that the County Executive deems should be brought to the Board's attention and provide updates, if necessary, to the monthly County Executive's Report.

- H. **From the Board: Committee Reports and Matters Not Listed on the Agenda.** *From the Board: Committee Reports and Matters Not Listed on the Agenda* is limited to matters that are not substantial enough to be considered as agenda items to be added to the Final Agenda. Reports include routine committee reports and information updates by Supervisors. Any matters discussed during this part of the agenda may not be acted upon by the Board at that meeting.

## 7. **Quorum**

- A. **Establishing a Quorum.** A quorum for any meeting of the Board is a majority of the members of the Board present, except as provided in Rule 7(B)(2). (Virginia Code § 15.2-1415; Continuity of Government Ordinance)

- B. **Quorum Required to Act; Exceptions.** The Board may take valid actions only if a quorum is present. (Virginia Code § 15.2-1415; Continuity of Government Ordinance) There are two exceptions:

1. **Quorum Not Established; Adjournment.** If a quorum is not established, the only action the Supervisors present may take is to adjourn the meeting.

2. **Quorum Not Established or Lost Because of a Conflict of Interests; Special Rule.** If a quorum cannot be established or is lost because one or more Supervisors are disqualified from participating in an item because of a conflict of interests under the State and Local Government Conflict of Interests Act (Virginia Code § 2.2-3100 *et seq.*), the remaining Supervisors are a quorum and they may conduct the business of the Board.

- C. **Loss of Quorum During Meeting.** If a quorum was established but during a meeting the quorum is lost, the only action the Supervisors present may take is to adjourn the meeting. If prior to adjournment the quorum is again established, the meeting shall continue. (Virginia Code § 15.2-1415; Continuity of Government Ordinance)

- D. **Quorum Required to Adjourn Meeting to Future Day and Time.** A majority of the Supervisors present at the time and place established for any regular or special meeting is a quorum for the purpose of adjourning the meeting from day to day or from time to time, but not beyond the time fixed for the next regular meeting.

## 8. **Remote Electronic Participation**

- A. **Because of a Disability, Medical Condition, to Care for Family Member with a Medical Condition, or Personal Matter.** The Board may permit a Supervisor to participate in a Board meeting through electronic communication means from a remote location, subject to the following:

1. **Notification to Chair of Inability to Attend Because of a Disability, Medical Condition, or to Care for Family Member with a Medical Condition, or a Personal Matter.** On or before the day of the meeting, the Supervisor shall notify the Chair and should notify the Clerk that the Supervisor is unable to attend the meeting because of:
  - a. **Disability, Medical Condition, Care for Family Member.** A temporary or permanent disability or other medical condition that prevents the Supervisor's physical attendance; or a family member's medical condition that requires the Supervisor to provide care for the family member; or
  - b. **Personal Matter.** A personal matter, provided the Supervisor identifies with specificity the nature of the personal matter. Participation by a Supervisor by electronic communication means because of a personal matter is limited each calendar year to two meetings or 25 percent of the Board of Supervisors' meetings held per calendar year rounded up to the next whole number, whichever is greater.
2. **When Chair Requests to Participate Electronically.** In the event the Chair seeks to participate electronically, the Chair must notify the Vice-Chair or other presiding officer and should notify the Clerk on or before the day of the meeting.
3. **Quorum Physically Assembled; Approval of Remote Electronic Participation.** A quorum of the Board must be physically assembled at the primary or central meeting location. The Supervisors physically assembled must approve the participation by a majority vote of those Supervisors present and voting. The decision shall be based solely on the reasons participation by electronic communication means is allowed by Rule 8(A)(1), without regard to the identity of the Supervisor or items that will be considered or voted on during the meeting.
4. **Duty of Clerk to Record Action.** The Clerk shall record in the Board's minutes the specific nature of the reason participation by electronic communication means is allowed by Rule 8(A)(1), and the remote location from which the absent Supervisor participated. The remote location need not be open to the public. If the absent Supervisor's remote participation is disapproved because participation would violate this policy, the disapproval shall be recorded in the Board's minutes with specificity.
5. **Audibility of Absent Supervisor.** The Clerk shall arrange for the voice of the absent Supervisor to be heard by all persons in attendance at the meeting location. If, for any reason, the voice of the absent Supervisor cannot reasonably be heard, the meeting may continue without the participation of the absent Supervisor.

- B. During a Declared Emergency or When a Continuity of Government Ordinance is in Effect.** The Board may meet by electronic communication means without a quorum of the Board physically assembled at one location when a state of emergency is declared pursuant to Virginia Code § 44-146.17 or a local emergency is declared pursuant to Virginia Code § 44-246.21, subject to the provisos and requirements of Virginia Code § 2.2-3708.2(A)(3). The Board also may meet by electronic communication means when an ordinance adopted pursuant to Virginia Code § 15.2-1413 to ensure the continuity of County government is in effect.

(Virginia Code § 2.2-3708.2)

## **9. Conducting the Business of the Board**

- A. **Enable Efficient and Effective Conduct of Business.** Meetings will be conducted in a manner that allows the Board to efficiently and effectively conduct its business, without actual disruptions.
- B. **Minimizing Disruptions.** To minimize actual disruptions at meetings:
  1. **Speakers.** Members of the public who are speaking to the Board must comply with Rules 6(D) and 6(F)(1), as applicable. Members of the public invited to speak to the Board during any agenda item other than Matters from the Public or during a public hearing must comply with Rule 6(D).
  2. **Persons Physically Attending the Meeting.** Any person physically attending a meeting must comply with the following:

- a. **Sounds.** Persons may not clap or make sounds in support of or in opposition to any matter during the meeting, except to applaud during the Proclamations and Recognitions portion of the meeting. Instead of making sounds, persons who are not speaking at the podium or other location provided for the meeting are encouraged to raise their hands to indicate their support or opposition to any item during the meeting. Cell phones and other electronic devices shall be muted.
  - b. **Other Behavior.** Persons may not act, make sounds, or both, that actually disrupt the Board meeting.
  - c. **Signs.** Signs are permitted in the meeting room so long as they are not attached to any stick or pole and do not obstruct the view of persons physically attending the meeting.
- C. **Guidelines Stated on the Final Agenda.** The Guidelines stated on the Final Agenda apply during each Board meeting. The Board may amend the Guidelines from time to time without amending these Rules provided that the Guidelines are consistent with these Rules.
- D. **Chair May Maintain Order.** The Chair is to maintain order of the meeting, including the following:
- 1. **Controlling Disruptive Behavior of Persons Physically Attending the Meeting.** The Chair may ask any person physically attending a meeting whose behavior is so disruptive as to prevent the orderly conduct of the meeting to cease the conduct. If the conduct continues, the Chair may order the removal of that person from the meeting.
  - 2. **Controlling Disruptive Behavior of Persons Participating Through Electronic Communication Means.** The Chair may ask any person participating in a meeting through electronic communication means whose behavior is so disruptive as to prevent the orderly conduct of the meeting to cease the conduct. If the conduct continues, the Chair may ask the Clerk to silence the audio and video of that person.

## 10. **Motion and Voting Procedures**

- A. **Action by Motion Followed by a Vote.** Except as provided in Rules 10(B)(2) and 11(D), any action by the Board must be initiated by a motion properly made by a Supervisor and followed by a vote, as provided below:
- 1. **Motion Must Be Seconded; Exception.** Each action by the Board must be initiated by a motion that is seconded; provided that a second is not required if debate immediately follows the motion. Any motion that is neither seconded nor immediately followed by debate may not be further considered.
  - 2. **Voting and Recording the Vote.** The vote on any motion must be by a voice vote. The Clerk must record the name of each Supervisor voting and how each Supervisor voted on the motion.
  - 3. **Required Vote, Generally Required Vote for Specific Items.** Each action by the Board must be made by the affirmative vote of *a majority of the Supervisors present and voting* on the motion; provided that an affirmative vote of a *majority of all elected Supervisors* of the Board shall be required to approve an ordinance or resolution:
    - a. **Appropriations.** Appropriating money exceeding the sum of \$500.
    - b. **Taxes.** Imposing taxes.
    - c. **Borrowing.** Authorizing money to be borrowed. (Article VII, § 7, Virginia Constitution; Virginia Code §§ 15.2-1420, 15.2-1427, 15.2-1428)
  - 4. **Tie Vote.** A tie vote defeats the motion voted upon. A tie vote on a motion to approve is deemed a denial of the item being proposed for approval. A tie vote on a motion to deny is not deemed an approval of the item being proposed for denial, and another motion may be made.
  - 5. **Abstention.** Any Supervisor who will abstain from voting on any motion must declare the abstention before the vote is taken and state the grounds for abstaining. The abstention must be recorded by the Clerk.

**B. Motion and Vote Required to Act; Exception.** The Board acts on matters as follows:

1. **Motion and Vote Required.** Any action by the Board to adopt an ordinance or a resolution, and any other action when a motion is required by law or by these Rules, must be made by a motion followed by a vote.
2. **Motion and Vote Not Required; Unanimous Consent.** On any item in which the Board is not adopting an ordinance or a resolution, or for which a motion and a recorded vote is not otherwise required by law, the Board may make a decision by unanimous consent. This procedure is appropriate, for example, to provide direction to County staff on an item.

**C. Other Motions.**

1. **Motion to Amend.** A *motion to amend* a motion properly pending before the Board may be made by any Supervisor. Upon a proper second, the motion to amend must be discussed and voted on by the Board before any vote is taken on the original motion unless the motion to amend is accepted by both Supervisors making and seconding the original motion. If the motion to amend is approved, the amended motion is then before the Board for its consideration. If the motion to amend is not approved, the original motion is again before the Board for its consideration.
2. **Motion to Call the Question.** The discussion of any motion may be terminated by any Supervisor making a *motion to call the question*. Upon a proper second, the Chair must call for a vote on the motion to call the question without debate on the motion itself, and the motion takes precedence over any other item. If the motion is approved, the Chair must immediately call for a vote on the original motion under consideration.
3. **Motion to Reconsider.** Any decision made by the Board may be reconsidered if a *motion to reconsider* is made at the same meeting or an adjourned meeting held on the same day at which the item was decided. The motion to reconsider may be made by any Supervisor. Upon a proper second, the motion may be discussed and voted. The effect of the motion to reconsider, if approved, is to place the item for discussion in the exact position it occupied before it was voted upon.
4. **Motion to Rescind.** Any decision made by the Board, except for decisions on zoning map amendments, special use permits, special exceptions, and ordinances, may be rescinded by a majority vote of all elected Supervisors. The *motion to rescind* may be made by any Supervisor. Upon a proper second, the motion may be discussed and voted on. The effect of the motion to rescind, if approved, is to nullify the previous decision of the Board. Decisions on zoning map amendments, special use permits, special exceptions, and ordinances may be rescinded or repealed only upon meeting all of the legal requirements necessary for taking action on the items as if it was a new item before the Board for consideration; otherwise, decisions on zoning map amendments, special use permits, special exceptions, and ordinances are eligible for reconsideration as provided in Rule 10(C)(3).

**11. Other Rules: Robert's Rules of Order Procedure in Small Boards**

Procedural rules that are not addressed by these Rules are governed by *Robert's Rules of Order Procedure in Small Boards*, which provide:

- A. **Not Required to Obtain the Floor.** Supervisors are not required to obtain the floor before making motions or speaking, which they can do while seated.
- B. **No Limitation on the Number of Times a Supervisor May Speak.** There is no limitation on the number of times a Supervisor may speak to a question, and motions to call the question or to limit debate generally should not be entertained.
- C. **Informal Discussion.** Informal discussion of a subject is permitted while no motion is pending.
- D. **Chair; Putting the Question to a Vote.** The Chair need not rise while putting questions to vote.
- E. **Chair; Speaking During Discussion.** The Chair may speak in discussion without rising or leaving the chair, and, subject to rule or custom of the Board (which should be uniformly followed

regardless of how many Supervisors are present), the Chair usually may make motions and usually votes on all questions.

## **12. Amending the Rules of Procedure**

These Rules may be amended only as follows:

- A. Rules Eligible for Amendment.** Any Rule may be amended.
- B. Procedure to Amend.** The Board may amend any Rule by any of the following procedures:
  - 1. Notice Followed by Action at Next Regular Meeting.** A Supervisor provides notice of an intention to amend the Rules to the other Supervisors present at a Regular Meeting, followed by a majority vote of the Supervisors present and voting to amend the Rules at the next Regular Meeting.
  - 2. Notice Followed by Action at Later Regular Meeting.** A Supervisor provides notice of an intention to amend the Rules to the other Supervisors present at a Regular Meeting and requests that the proposed amendment be considered at a meeting other than the next Regular Meeting; at the same meeting, a majority of the Supervisors present and voting establish the later Regular Meeting date at which the proposed amendment will be considered; followed by a majority vote of the Supervisors present and voting to amend the Rules at the Regular Meeting.
  - 3. By Supermajority Vote.** A proposed motion to amend is added to the Final Agenda at any Regular Meeting; at the same meeting, five or more Supervisors vote to amend the Rules. This procedure should be used only to make minor technical amendments deemed to be necessary to allow the Board to efficiently and effectively conduct its business.
- C. Motion.** The motion to amend a Rule may be made by any Supervisor. Upon a proper second, the motion must be discussed and voted on. In deciding whether and how to amend a Rule, the Board shall consider that Rules 3, 4, 6(D), 6(F)(1)(a) through (c), 7, 8, 9(B), 10(A)(3), and 10(B)(1) address statutory or constitutional requirements.
- D. Limitation on the Effect of an Amendment.** The Board's approval of a motion to amend one or more Rules does not permit the Board to act in violation of a requirement mandated by the Code of Virginia, the Constitution of Virginia, or any other applicable law.

## **13. Suspending the Rules of Procedure**

These Rules may be suspended only as follows:

- A. Rules Eligible to be Suspended.** Rules 1, 2, 5, 6, 9(A), 10 (except for Rules 10(A)(3) and 10(B)(1)), 11, and 12 may be suspended.
- B. Procedure to Suspend, Generally.** Any Rule eligible for suspension may be suspended by a majority plus one vote of the Supervisors present and voting. The motion to suspend a Rule may be made by any Supervisor. Upon a proper second, the motion may be discussed and voted on. The effect of the motion to suspend a Rule, if approved, is to make that Rule inapplicable to the item before the Board.
- C. Suspending Rules Pertaining to Motions When There is Uncertainty as to Status or Effect.** If one or more motions have been made on an item, and there is uncertainty as to the status or effect of any pending motions or how the Board is to proceed at that point, the Board may, by a majority vote of the Supervisors present and voting, suspend the Rules in Rule 10 for the sole purpose of canceling any pending motions and to permit a new motion to be made. The motion to suspend a Rule pertaining to any pending motions may be made by any Supervisor. Upon a proper second, the motion may be discussed and voted on.
- D. Limitation on Effect of Suspended Rules.** The Board's approval of a motion to suspend one or more Rules shall not permit the Board to act in violation of a requirement mandated by the Code of Virginia, the Constitution of Virginia, or any other applicable law.

\* \* \* \* \*

(Adopted 2-15-73; Amended and/or Readopted 9-5-74, 9-18-75; 2-19-76; 1-3-77; 1-4-78; 1-3-79; 1-2-80; 1-7-81; 1-6-82; 1-5-83; 1-3-84; 1-2-85; 1-3-86; 1-7-87; 1-6-88; 1-4-89; 1-2-90; 1-2-91; 1-2-92; 1-6-93; 1-5-94; 1-4-95; 1-3-96; 1-2-97; 1-7-98; 1-6-99; 1-5-2000; 1-3-2001; 1-9-2002; 1-8-2003; 1-7-2004; 1-5-2005; 1-4-2006; 1-3-2007; 1-9-2008; 1-7-2009; 1-6-2010; 1-5-2011; 1-4-2012; 1-09-2013; 1-8-2014; 7-9-2014; 1-7-2015; 1-6-2016; 1-4-2017; 2-8-2017; 1-3-2018; 3-20-2019; 01-08-2020; 9-2-2020; 12-2-2020; 1-6-21; 1-5-22; 4-6-22).

**RESOLUTION APPROVING AN ADDENDUM TO DEVELOPMENT  
AGREEMENT BETWEEN THE COUNTY OF ALBEMARLE  
AND CROZET NEW TOWN ASSOCIATES, LLC**

**WHEREAS**, the Board finds it is in the best interest of the County to enter into an Addendum to Development Agreement dated July 1, 2019, with Crozet New Town Associates, LLC, to support the redevelopment at the former Barnes Lumber site in Downtown Crozet, which is expected to grow the commercial tax base, create positive tax revenue growth, and provide outdoor recreational and entertainment opportunities for the general public.

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute an Addendum to the Development Agreement dated July 1, 2019, Sections 3 and 4 only (concerning the Road Plan and Construction and the Plaza Development, Construction and Conveyance), between the County of Albemarle and Crozet New Town Associates, LLC, to support the redevelopment of the former Barnes Lumber site in Downtown Crozet once the Agreement has been approved as to form and content by the County Attorney.

## ADDENDUM TO DEVELOPMENT AGREEMENT

**THIS ADDENDUM TO DEVELOPMENT AGREEMENT dated July 1, 2019**, (the “**Development Agreement**” or “**Agreement**”) is made as of April, \_\_\_\_, 2022, by and between the **COUNTY OF ALBEMARLE, VIRGINIA** (the “**County**”) a political subdivision of the Commonwealth of Virginia, and **CROZET NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company (the “**Developer**”). The County and the Developer are collectively referred to as the “**Parties**.”

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### I. **AUTHORITY**

Pursuant to Section 7.4 (**MISCELLANEOUS – AMENDMENTS**) of the Development Agreement between these Parties, the Parties hereto are authorized to enter into this written addendum to the Development Agreement. The Parties hereto seek ratification of this Addendum from the Economic Development Authority of Albemarle County, Virginia (the “**EDA**”), but declare that no modification, amendment, or waiver contained herein is being sought or intended that would be enforceable against the EDA.

### II. **ROAD PLAN AND CONSTRUCTION**

- A. Section 3.1(b) Road Revenue Sharing Match is superseded and replaced in full by the following:

Road Revenue Sharing Match, Developer Rights-of-Way, Utility Installation, and Completion Costs.

- (i) Developer shall contribute \$2,000,000 (the “**Local Revenue Sharing Match**”) which shall be used to pay for the County’s revenue sharing match requirement for the construction of the Roads under the “**Programmatic Project Administration Agreement – Revenue Sharing Projects**” dated November 5, 2019, between the County and VDOT. Developer shall provide a line of credit or cash in the amount of \$375,000 for Rights-of-Way acquisition for the roads within 30 days after VDOT’s approval of the 60% road design plans. Developer shall provide a line of credit or cash in the amount of \$1,625,000 for the remainder of the County’s revenue share match prior to execution by the County of a construction contract for the Road Project. These contributions must be available for the County to draw upon or access during right-of-way acquisition and road construction, as the case may be. The County will have no obligation to repay any outstanding balances on any line of credit the Developer obtains pursuant to this Addendum and the resulting Project Management Agreement.



- (ii) \$200,000 shall be used from the Road Revenue Sharing Match funds to compensate the Developer fully for acquisition of all rights-of-way from the Developer as stipulated in the grant application for VDOT revenue share matching funds.
  - (iii) Developer shall contribute \$1,100,000 for water and sewer utility installation. This contribution shall be by line of credit or cash from which the County can draw or access during road construction. Any unused portion of this contribution will be returned to Developer or credited to Developer's other required contributions at the Developer's election and direction. Developer shall be responsible for water and sewer utility installation expenses that exceed \$1,100,000. The County will have no obligation to repay any outstanding balances on any line of credit the Developer obtains pursuant to this Addendum and the resulting Project Management Agreement.
  - (iv) Developer shall participate in the review of the construction bids the County receives and the review of contractor qualifications.
  - (v) Developer shall be responsible for and pay all road construction costs exceeding the Developer's Local Revenue Sharing Match (\$2,000,000), VDOT's Revenue Sharing Match (\$2,493,351), and the County's contribution (\$2,500,000) to complete the road construction project. Such funds must be secured by a line of credit or cash from which the County can draw or access during road construction. The County will have no obligation to repay any outstanding balances on any line of credit the Developer obtains pursuant to this Addendum and the resulting Project Management Agreement.
  - (vi) Within 30 days of the County receiving bids for the Road Project construction contract, Developer must direct the County on whether to proceed with any bid additive terms which might require additional financial contributions from Developer.
- B. Section 3.2(a) Construction Management is superseded and replaced in full by the following:

Construction Contract and Management.

- (i) The County will obtain from third parties all rights-of-way and easements needed for the Road Project.
- (ii) The County will manage water and sewer public utility installations, including contingencies, testing, inspections, and other necessary services.
- (iii) The County will disburse up to \$1,100,000 from Developer for water and sewer public utility installations. Upon completion, the County will return any unused balance under the County's control and possession to Developer unless otherwise agreed. Upon exhaustion of such funds, Developer will be

responsible for providing additional funds by way of a line of credit or cash sufficient to complete installation. The County will have no obligation to repay any outstanding balances on any line of credit the Developer obtains pursuant to this Addendum and the resulting Project Management Agreement.

- (iv) Upon VDOT's final approval of the road design, the County will prepare the construction contract and all other supplemental materials needed to request bids according to the County's purchasing manual.
  - (v) Upon the procurement of a road construction contract, the County will manage the construction subject to the procured contract and a Project Management Agreement between the Developer and County Executive.
  - (vi) The County will expend up to and no more than \$6,780,000 to complete the Road Project. The source of the funds will be: \$2,000,000 from Developer; \$2,294,349 from VDOT (total match less VDOT project expenses); and \$2,500,000 from the County. The Developer will pay any amounts above \$6,780,000 needed to complete the Road Project.
  - (vii) The County will be responsible for obtaining match payments from VDOT.
  - (viii) The County will share accounting records related to the Road Project and related construction draw and disbursement reports with Developer as the Parties agree in the Project Management Agreement.
- C. Section 3.3 **Contribution Increases** of the Development Agreement is deleted in its entirety.

### III. **PLAZA DEVELOPMENT, CONSTRUCTION, AND CONVEYANCE**

- A. Section 4.3 **Developer Obligations** is amended as follows by adding:
- (g) Upon completion of the Plaza construction, the Developer will donate \$50,000 to The Downtown Crozet Initiative, Inc., or other charitable organization that may be responsible for the Plaza's management, whether by contract, lease, or otherwise with the County, to hire or retain an executive director to organize and manage Plaza events and maintenance.
  - (h) Developer must design and build public restrooms located in a structure on a parcel adjacent to the Plaza and readily accessible to the public visiting the Plaza. Developer must submit pre-construction designs to the County for approval. Construction of the public restrooms will be at Developer's expense and such expense shall not be considered a Plaza construction cost or a contribution increase as contemplated by Sections 4.1, 4.2, 4.3(a) through 4.3(f), or 4.6 of the Agreement. Upon completion of the public restrooms, Developer must grant the County a long-term lease or permanent easement subject to additional terms,

restrictions, and conditions as the Parties agree, including access, maintenance and repair responsibilities, renewal, reversion, and termination. The Development Agreement, this Addendum, and nothing more shall constitute good and valuable consideration for such lease or easement.

**IV. INCORPORATION**

All other terms and conditions of the Development Agreement not replaced, superseded, or modified by this Addendum are affirmed and remain in full force and effect and are incorporated into this Addendum by reference.

**[SIGNATURE PAGE FOLLOWS]**

DRAFT

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**COUNTY:**

THE COUNTY OF ALBEMARLE, VIRGINIA

By:

\_\_\_\_\_  
Jeffrey Richardson  
County Executive

Approved as to form:

\_\_\_\_\_  
County Attorney

**DEVELOPER:**

CROZET NEW TOWN ASSOCIATES, LLC,  
a Virginia limited liability company

By:

\_\_\_\_\_  
Frank R. Stoner, IV  
Manager

Approved and Ratified, but not a party hereto:

**EDA:**

THE ECONOMIC DEVELOPMENT  
AUTHORITY FOR THE COUNTY OF  
ALBEMARLE, VIRGINIA

By:

\_\_\_\_\_  
Donald D. Long  
Chair

**RESOLUTION APPROVING DEED OF BOUNDARY ADJUSTMENT AGREEMENT AND CORRECTED DEED OF EASEMENT TO STILLHOUSE RIDGE RPD PRESERVATION TRACT**

**WHEREAS**, the County of Albemarle jointly holds a perpetual conservation easement in gross with the Albemarle Conservation Easement Authority pursuant to the Virginia Open Space Land Act on the Stillhouse Ridge RPD Preservation Tract (Parcel 08500-00-00-029A0); and

**WHEREAS**, an encroachment on the Preservation Tract by a dwelling and a private driveway, both primarily located on Parcel 08500-00-0000-034A0 (the Crisler Property), was identified on a survey prior to the consideration, review, and approval of the RPD subdivision; and

**WHEREAS**, such encroachment should have been corrected through the exercise of due diligence but was inadvertently overlooked by the parties to the transaction; and

**WHEREAS**, the Board of Supervisors finds that the proposed boundary line adjustment will correct the encroachment, preserve the same area of land as open-space land, and will increase the conservation value of the Preservation Tract.

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby approves the boundary line adjustment and authorizes the County Executive to sign, in a form approved by the County Attorney, such Deed of Boundary Adjustment Agreement and Corrected Deed of Easement correcting the oversight.

**ORDINANCE NO. 22-15(2)**

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 15, TAXATION, ARTICLE 7, REAL PROPERTY TAX, DIVISION 1, GENERALLY, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED by The Board of Supervisors of the County of Albemarle, Virginia, that Chapter 15, Taxation, Article 7, Real Property Tax, Division 1, Generally, of the Code of the County of Albemarle, Virginia, is hereby amended and reordained as follows:

**By Adding:**

Sec. 15-704.1 Exemption from taxes on property of surviving spouses of certain persons killed in the line of duty.

**Chapter 15. Taxation**

**Article 7. Real Property Tax**

**Division 1. Generally**

**Sec. 15-704.1 Exemption from taxes on property of surviving spouses of certain persons killed in the line of duty.**

A. The real property meeting the description in Virginia Code § 58.1-3219.14(B), owned by the surviving spouse of any covered person, as defined in Virginia Code § 58.1-3219.13, and who occupies the real property as his principal place of residence, is exempt from taxation as provided in Virginia Code § 58.1-3219.14.

B. The exemption provided by this section applies to the same number of acres as the exemption provided in Division 2 of this Article.

C. Eligibility for the exemption shall be as stated in Virginia Code § 58.1-3219.14.

(§ 15-704.1, Ord. 22-15(2), 4-20-22, effective 1-1-22)

**State law reference** – Va. Code § 58.1-3219.14.

**This ordinance is effective on and after January 1, 2022.**

**ORDINANCE NO. 22-15(1)**

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 15, TAXATION, ARTICLE 7, REAL PROPERTY TAX, DIVISION 2, REAL PROPERTY TAX EXEMPTION FOR CERTAIN ELDERLY AND DISABLED PERSONS, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 15, Taxation, Article 7, Real Property Tax, Division 2, Real Property Tax Exemption for Certain Elderly and Disabled Persons, of the Code of the County of Albemarle, Virginia, is hereby amended and reordained as follows:

**By amending:**

Sec. 15-709 Real property eligible for an exemption.

Sec. 15-710 Amount of exemption

**Chapter 15. Taxation****Article 7. Real Property Tax****Division 2. Real Property Tax Exemption for Certain Elderly and Disabled Persons****Sec. 15-709 Real property eligible for an exemption.**

Real property that satisfies all of the following requirements is eligible for the exemption established in County Code § 15-708:

- A. *Age or disability.* The eligible owners shall have either:
  - 1. *Age.* Reached the age of 65 years prior to the taxable year for which the exemption is claimed; or
  - 2. *Disability.* Become permanently and totally disabled prior to the taxable year for which the exemption is claimed.
- B. *Ownership.* The eligible owners shall have title or partial title in the dwelling. Any interest under a leasehold or for term of years is neither title nor partial title. The eligible owners claiming the exemption shall own title or partial title to the real estate for which the exemption is claimed on January 1 of the taxable year.
- C. *Joint ownership.* Jointly owned dwellings are eligible for the exemption in the following circumstances, provided that any other requirements for the exemption are satisfied:
  - 1. *Joint ownership with spouse.* A dwelling jointly owned by a husband and wife may qualify if either spouse is 65 years of age or older or is permanently and totally disabled.
  - 2. *Joint ownership with person other than spouse.* A dwelling jointly owned by two or more persons, all of whom are either 65 years of age or older or are permanently and total disabled.
- D. *Occupancy of the dwelling.* The eligible owners shall occupy the dwelling as that owner's sole dwelling.
  - 1. *Business uses limited.* The dwelling may not be used in a business that is required to pay a County business license tax or fee.
  - 2. *Residing in medical or mental care facilities for extended periods does not disqualify.* An eligible owner's residence in a hospital, nursing home, convalescent home, or other facility for physical or mental care for extended periods of time for extended periods does not disqualify the real estate from the exemption. The dwelling continues to be the sole dwelling of the eligible owner during these extended periods in a facility, provided that the real estate is not used or leased to others for consideration.

- E. *Manufactured homes.* A manufactured home is real estate eligible for the exemption if the eligible owners demonstrates to the satisfaction of the Director of Finance that the manufactured home is permanently affixed. Either of the following is evidence that the manufactured home is permanently affixed:
1. *Ownership and connection to water and sewage lines or facilities.* The eligible owners owns title or partial title to the manufactured home and the land on which the manufactured home is located, and the manufactured home is connected to permanent water and sewage lines or facilities; or
  2. *Permanent foundation or connected rooms or additions.* The manufactured home rests on a permanent foundation and consists of two or more units which are connected in such a manner that they cannot be towed together on a highway, or consists of a unit and other connected rooms or additions which must be removed before the manufactured home can be towed on a highway.
- F. *Maximum annual income allowed.* The total combined income shall not exceed \$75,100 for the calendar year immediately preceding the taxable year.
- G. *Maximum net combined financial worth allowed.* The net combined financial worth shall not exceed \$200,000.00 as of December 31 of the calendar year immediately preceding the taxable year.

(2-15-73; 3-20-75; 11-9-77; 8-13-80; 6-12-85; 5-13-87; Ord of 12-19-90; Ord. of 4-7-93; Ord. 96-8(2), 12-11-96; Code 1988, § 8-26; 9-9-81; Ord. 12-19-90; Code 1988, § 8-26.1; § 15-704, Ord. 98-A(1), 8-5-98; Ord. 00-15(2) , 9-20-00; Ord. 03-15(2) , 11-5-03; Ord. 04-15(2) , 12-1-04, effective 1-1-05; Ord. 06-15(3) , 11-1-06, effective 1-1-07; Ord. 07-15(1) , 10-3-07, effective 1-1-08; Ord. 14-15(3) , 9-3-14; § 15-709, Ord. 19-15(1) , 4-17-19; Ord 22-15(1), 4-20-22, effective 1-1-22)

**State law reference(s)**—Va. Code §§ 58.1-3210 —58.1-3215.

#### **Sec. 15-710 Amount of exemption.**

The exemption established by this article shall apply only to the real property taxes for the qualifying dwelling and the land, not exceeding ten acres, upon which it is situated. The amount of the exemption for any taxable year is as follows:

#### **Percentage of Real Estate Tax Exempted**

		Net Combined Financial Worth
		\$0-\$200,000
<b>Total</b>	\$0-\$37,550	100.00%
<b>Combined</b>	\$37,551-\$56,325	75.00%
<b>Income</b>	\$56,326-\$75,100	50.00%

(2-15-73; 11-9-77; 8-13-80; Ord. of 12-19-90; Ord. of 4-7-93; Code 1988, § 8-27; § 15-705, Ord. 98-A(1), 8-5-98; Ord. 00-15(2) , 9-20-00; Ord. 04-15(2) , 12-1-04; Ord. 06-15(3) , 11-1-06, effective 1-1-07; Ord. 07-15(1) , 10-3-07, effective 1-1-08; Ord. 11-15(1) , 5-11-11; § 15-710, Ord. 19-15(1) , 4-17-19; Ord 22-15(1), 4-20-22, effective 1-1-22)

**State law reference(s)**—Va. Code § 58.1-3212

**This ordinance is effective for the tax year that begins on January 1, 2022.**