

A regular meeting of the Board of Supervisors of Albemarle County, Virginia, was held on September 3, 2025, at 1:00 p.m. in Lane Auditorium, Second Floor, Albemarle County Office Building, 401 McIntire Road, Charlottesville, Virginia, 22902.

PRESENT: Mr. Jim H. Andrews, Mr. Ned Gallaway (absent from 3:46 p.m. to 6:00 p.m.), Ms. Beatrice (Bea) J.S. LaPisto-Kirtley, Ms. Ann H. Mallek, Ms. Diantha H. McKeel, and Mr. Mike O. D. Pruitt.

ABSENT: none.

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

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

Mr. Andrews introduced the Albemarle County Police Department Officers present to provide their services at the meeting, Officers Juwan Woodson and Caden Painter.

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

Agenda Item No. 4. Adoption of Final Agenda.

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

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

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

Ms. LaPisto-Kirtley stated that she was hoping to bring back to their October 2, 2025 Board meeting something to support for what the State had already passed regarding Styrofoam uses by vendors. This had taken place on July 1, 2025, and it was going into effect for those with 20 or more restaurants, and then it would take place again on July 1, 2026 for all restaurants. She said that the Solid Waste Alternatives Advisory Committee (SWAAC) would be sending a letter to send to the Board, and after the SWAAC approved of it, she would be asking for it to be put on the Board's consent agenda.

Ms. LaPisto-Kirtley stated that other than that, her Community Advisory Committee (CAC) meeting had gone well, with a lot of questions about data centers. She was pleased to see that many people had gained a better understanding of data centers and how they would be used, including different sizes and how they would benefit the economy. She added that she believed their role was to educate everyone and not rush into judgments on anything.

Ms. Mallek said that she assumed that others would discuss the elections and the solid waste issues, so she would not go into those topics. However, she did want to mention that they had had a long time without any significant rain. In fact, she personally had forgotten it had not been raining because they had had so much rain previously. She said that the earth was extremely dry out there, so she urged everyone to be extremely cautious with any combustible materials and fire hazards. Their trees were already starting to suffer, and this was a pressing issue they needed to be aware of.

Ms. Mallek stated that on a more positive note, she would like to remind everyone that the 10th Annual Rivanna River Basin Conference would take place on Wednesday, September 24, 2025 from 9:30 a.m. to 3:30 p.m. She said that the conference would feature speakers from state-level water supply planning, Department of Environmental Quality (DEQ) perspectives, local planning at the Rivanna Water and Sewer Authority (RWSA) level, and discussions on local drought and flood records with Dave Hirschman. Additionally, there would be updates on data centers and the Rivanna Conservation Alliance. She encouraged everyone to register at RivannaRiverBasin.org and looked forward to seeing them there.

Ms. McKeel said that she had no announcements today.

Mr. Pruitt said that he would like to start by thanking their police and first responders for their response to a recent incident on Scottsville Road, just north of Carter's Bridge, involving an active pursuit and closure of a main arterial road in this County that ultimately led to the apprehension of a very young man who had been potentially involved in some crimes. He wanted to express his gratitude for their hard work in this situation.

Mr. Pruitt stated that additionally, he would like to bring to everyone's attention a few upcoming events. He announced that the Loop-de-Ville, the annual celebration of the Rivanna Trail, was scheduled for September 27, 2025. The event would feature various activities throughout the day, including a block party, and would take place at the end of the month. It was a great event that took place every year, and he encouraged everyone to check out the website for more information and to look out for posters around

town.

Mr. Pruitt announced that additionally, Charlottesville Pride Week was also approaching, which would be marked by the Charlottesville Pride event at Ting Pavilion on September 6, 2025 at 12:30 p.m. He said that furthermore, as they approached election season in Virginia, he would like to remind everyone that there were local elections taking place in three districts: the Jack Jouett District, the Samuel Miller District, and the Rio District.

Mr. Pruitt said that additionally, there would be statewide elections on every ballot, and early voting would begin on September 19, 2025 and run through November 1, 2025. Early voting could be done in person at the Albemarle County offices on 5th Street or by mail-in voting during that time. The actual election day would be on Tuesday, November 4, 2025, and would feature contested races for Governor, Lieutenant Governor, Attorney General, and both of Albemarle County's local delegates.

Mr. Gallaway reported that he had the pleasure of attending the grand opening of Home Depot last week, and he must say it was the most energized grand opening he had ever attended. The employees were extremely enthusiastic, and employee appreciation recognitions were part of the presentations. He said that he was joined by Supervisor LaPisto-Kirtley, Senator Deeds, Delegate Callsen, and Congressman McGuire, who all shared their words at the occasion.

Mr. Gallaway said that he remarked to the Home Depot team that if the store was half as successful as the energy they displayed that day, it would be the most successful Home Depot in the country. He said that the welcome was phenomenal, and it was also nice to visit with some constituents who shared their concerns he had not heard before. He said that he appreciated their patience, and it was also heartening to see community members and non-employees alike attend the event, which was open for a couple of hours. He added that County staff was also in attendance, and he was pleased to see them there.

Mr. Gallaway said that he had remarked to his CAC met last week that, despite his frequent complaints about weeds and medians, the condition of the medians had improved significantly since the last summer. He said that the issue under the grade-separated interchange was being addressed, but it was not due to the medians. Rather, it was because the weeds were coming out of unexpected places. However, there had been noticeably positive development. Overall, the roads and infrastructure were looking great, and he wanted to take a moment to commend the hard work and to make up for all the times he had complained about the roads in the past.

Mr. Andrews stated that before he moved on to the solid waste announcements, he would like to take a moment to acknowledge the Charlottesville Women's 4-Miler, which he had had the pleasure of volunteering at for many years. This year, approximately 1,700 runners participated in the in-person event, and he was thrilled to report that the race had raised an impressive \$4.2 million for Women's breast cancer research since its inception. He said that the numbers were indeed impressive, and he was grateful to have been a part of this event for so long.

Mr. Andrews said that additionally, he wanted to remind the public about fall cleanup. He said that September 13, 2025 was the electronic waste disposal day, and the sign-up was already full, but there was a wait list. He said that if anyone signed up and did not think they would be able to make it, please let them know so that they could use the space for someone from the wait list. After that, September 19 and 20, 2025 were household hazardous waste days at the Ivy Solid Waste and Recycling Center. Then, September 27 was furniture day, October 4 was appliances day, and October 11, 2025 was tires day. He said that this was residents' last chance to get rid of unwanted items without incurring a fee this year.

Agenda Item No. 6. Proclamations and Recognitions.

Item No. 6.a. Proclamation Recognizing September as National Suicide Prevention Awareness Month.

Ms. Mallek **moved** to adopt the Proclamation Recognizing September as National Suicide Prevention Awareness Month, which she read aloud.

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

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

NAYS: None.

**Proclamation Recognizing September as
National Suicide Prevention Awareness Month**

WHEREAS, every year nearly 26,000 people in the United States die by firearm suicides, an average of 704 people in Virginia die by firearms suicides and 24 are wounded by gun suicide attempts; and, during the last two decades youth suicide has reached its highest rate in more than 20 years and firearms account for more than half of all suicide deaths nationwide; and

WHEREAS, Albemarle County joins in observing National Suicide Prevention Awareness Month by raising awareness to foster a culture of understanding and empathy and encourage community members to becoming better educated on the signs of suicide risk factors, elevate local suicide prevention resources, and de-stigmatize conversations around mental health; and

WHEREAS, the 988 Suicide and Crisis Lifeline plays a helpful role in suicide prevention and mental health support by offering immediate confidential assistance 24/7 to people in suicidal crisis or emotional distress; and

WHEREAS, Albemarle County has played an important role in suicide prevention with the Commonwealth Attorney's Office hiring a new prosecutor for emergency substantial risk orders, University of Virginia law students working with state lawmakers on legislation to protect at-risk schoolchildren and Albemarle County Public Schools launching the HELPme app and Lightspeed Alert; and,

WHEREAS, there are many local organizations, including Moms Demand Action for Gun Sense in America, Students Demand Action, the American Foundation for Suicide Prevention, Region Ten and the National Alliance on Mental Illness, dedicated to saving lives and bringing hope through research, education, policies, advocacy, and resources for those who have lost someone to suicide, who struggle with suicidal ideation, or have otherwise been affected by suicide; and.

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Albemarle County Board of Supervisors, do hereby recognize suicide as a public health problem and designates September 2025 as National Suicide Prevention Awareness Month.

Signed this 3rd day of September 2025

Mr. Mike Fox, representing Moms Demand Action for Gun Sense in America, thanked the Board for their support. He stated that suicides were never inevitable and were entirely preventable, but means mattered. He said that removing access to firearms is one of the most effective ways to intervene. The majority of gun deaths each year were suicides and guns were the leading method of suicide in the US. The problem was especially acute with their rural and veterans communities and now with young people, who had the fastest growing gun suicide rate. He said that in terms of what could be done, the solutions included storing firearms locked, unloaded, and separate from ammunition was one of the key principles of responsible gun ownership.

Mr. Fox stated that people in crisis could hand off the keys or let helpers change the combinations on their safes and lock boxes. They could put more time and space between themselves and any household firearms by voluntarily storing weapons outside the home. They could take advantage of Virginia's do not sell law, with which people at risk for suicide could voluntarily block themselves from purchasing firearms, and lastly, Virginia's red flag law allowed law enforcement to intervene by petitioning a court for an order to temporarily prevent someone in a crisis from accessing guns. He stated that suicidal crises were often very brief, and ensuring that someone experiencing a crisis did not have easy access to lethal means could prevent a moment of despair from becoming an irreversible tragedy.

Ms. LaPisto-Kirtley thanked Mr. Fox for being there and said she was glad the Board could support this. She said she wished the laws in the state and the nation would change so that they could do more to lock up firearms or otherwise not have them as readily available.

Ms. Mallek thanked Mr. Fox for helping make them aware of these recent efforts and for the collaborative community that had been developed in the area. She said she was especially interested in his comments regarding veterans transitioning back into civilian life and the strain on the VA (Veterans Affairs) system. She said, fortunately, they have "Living Free Together" and other organizations that try to help intervene. She said this was very important.

Ms. McKeel said there were not many people who had not been affected by a suicide, either a family member or friend. She said she had lost three people who either she was close to or she was close to their immediate family, two of those suicides by gun. She said this really was an important issue.

Ms. Mallek said the one thing she would like to add to the list of organizations was the HART (Human Services Alternative Response Team) team that works with Social Services and answers calls for mental health and mental breakdowns. She said maybe they could be added to the proclamation next year.

Mr. Pruitt thanked Mr. Fox for his continued advocacy on this important issue.

Mr. Gallaway said that, while he appreciated the people who were in professional support roles, the point about encouraging the community to become better educated on warning signs was really important. He said you never knew what people were going to go through. He said we were in a culture that was fast becoming dopamine addicts and that it was hard sometimes to watch people experience negative things and reach out to check if they were okay. He said when you are in that situation you have lost hope and it is contingent on the rest of us to be able to see it and do something about it.

Mr. Andrews said he agreed with the other Supervisors and that it was becoming incumbent on all of us to be aware of this issue, when people are in need, and how we can help them.

Ms. Mallek presented the proclamation to Mr. Fox.

Agenda Item No. 7. Public Comment on: Matters Previously Considered or Currently Pending Before the Board (Other than Scheduled Public Hearings).

Mr. Mark Uher said that first, he would like to publicly thank Ms. LaPisto-Kirtley. He said that last year, she had not only instantly replied to his email regarding his Barboursville property tax questions, but also called him the same day, welcoming him to this beautiful County; that was public service at its best.

Mr. Uher said that next, he would like to commend the Board on the action taken on suicide prevention. He said that suicides in America were at epidemic levels, primarily due to the inability of the human brain to process the massive amount of information available in their new technology and social media era. Too much information without enough love, empathy, and compassion was poison, toxic for the brain. He said that males represented 77.9% of all suicides, and their tough, manly ego prevented them from reaching out when they needed help. Suicide was the second leading cause of death for youth between ages 10 and 19, with males as a high risk.

Mr. Uher said that finally, he would like to enlist the Board's support for the inclusion in the upcoming Virginia budget next year on capital expenditures, the expansion of healthy aging opportunities in the Commonwealth, including funding to eliminate their \$5.8 billion debt for their award-winning Center at Belvedere, one of the five best senior citizens centers in North America. An important factor in retiring from Columbus High was a report by Kiplinger recommending this beautiful community, home to Thomas Jefferson, as the best place to retire in the United States.

Mr. Uher said that the report highlighted the Center at Belvedere's healthy aging, social and intellectual, travel, physical, and spiritual activities. According to the U.S. Surgeon General in an 81-page report, widespread loneliness and social isolation posed a health risk as deadly as smoking 15 cigarettes daily, costing healthcare industries billions of dollars, declaring it a public health epidemic. All of them, half of them old folk, had indicated they had experienced loneliness and social isolation.

Ms. Maria Kos, Jack Jouett District, said that she would like to discuss cars on the road with loud stereos. She said that she found it very distracting and jarring. Last week, she was on Rio Road, and she was next to a car that was stopped, and the stereo was extremely loud. She made a motion to the driver to turn the volume down, and she saw the driver reached for the dial, but he turned it up instead. She said that she wrote down his license plate number and called the police. Unfortunately, there was nothing the police could do about it, as it was protected by the First Amendment, freedom of speech. Similarly, on the light at Commonwealth and Hydraulic, she had seen multiple cars lined up, all playing music loudly. She said that it was not only distracting but also jarring. She would also like to mention the issue of adjusted mufflers, engines, and racing, which was another source of disturbance. She had seen racing on Commonwealth Drive, and it was a concern for public safety.

Mr. Neil Williamson said that he served as President of the Free Enterprise Forum, a public policy organization focused on the local governments of central Virginia. He said that Albemarle County had had a number of economic development successes in the last few months, including their Strategic Plan, Home Depot, Afton Scientific, and other notable achievements. Adding to these wins, the potential job creation in Rivanna Futures, the long-term outlook for jobs and demand for housing seemed high.

Mr. Williamson said that now, the County had another potential economic development win that, because it was not finalized, they were unable to discuss, let alone consider as they examined their Development Area capacity analysis. He said that on July 22, 2025 Virginia Governor Youngkin announced that Eli Lilly and AstraZeneca would be establishing significant operations in the Commonwealth. Virginia was dedicating \$10 million to each of these organizations to support this expansion. While not officially announced, several media outlets had suggested Lilly would be located in Henrico County, and AstraZeneca had plans to locate in Albemarle.

Mr. Williamson said that he was curious if this would qualify as a "Black Swan" event, a term popularized by economist Nassim Nicholas Taleb. He said Taleb initially explored black swan events in the context of financial markets in the early 21st century and then expanded his scope to include historical, scientific, and other events. He said Taleb argues that, while human beings are good at turning environmental stimuli into meaningful information, they tend to be narrow-minded in their beliefs about the world. Being dogmatic about beliefs makes humans blind to concepts that fall outside what is accepted use.

Mr. Williams said that today they were not able to speak of AstraZeneca, it was a name that could not be said like Voldemort. He said he hoped that the County would consider when reviewing the 2025 update of the 2022 Development Areas analysis, what impact AstraZeneca or another Black Swan in the next 20 years would have on the simple demand trend line.

Ms. Stuart Overbey, Samuel Miller District, said that she was representing Don't Spread on Me, a

group of citizens working on the issue of sewage sludge being spread on local farms as fertilizer. She said that she would like to express the group's support and encouragement to the Board all to adopt both documents under consideration, the Legislative Program as well as the Legislative Positions. She said that they should not consider the legislative positions document as optional.

Ms. Overbey said that she understood that regarding the General Assembly, their state reps were running from one thing to another with little time to listen to anyone about anything, so she agreed with their assessment that putting the County's priorities as bullet points on a card that could fit in a pocket was a good idea. However, doing that without having a more in-depth document available to explain those bullet points was a bad idea, as it may leave representatives without the necessary information to answer questions from legislators or their staff.

Ms. Overbey said that furthermore, there were items in the Legislative Positions document that were not explicitly mentioned in the program document, such as biosolids. She said that they were excited that the Board included a paragraph about biosolids in the program document, and they wanted to ensure that their state representatives had easy access to this information. She said that this was especially important now, as some representatives were becoming more aware of the issue and were some willing to take action.

Ms. Overbey said that additionally, the positions document represented a bit of institutional knowledge that would be important to preserve as the composition of the Board and staff changed over time. They would need a more complete record than what the Legislative Program document provided on its own for future staff and Supervisors to reference when crafting their annual legislative priorities.

Ms. Overbey said that she would also like to share a draft biosolids ordinance that they created for the County to use as a starting point. She said that she had sent out an email to anyone interested in reviewing it, but unfortunately, no one had responded. She said that she was distributing hard copies of the ordinance today, along with a cover letter explaining the thinking behind it. She said that she hoped they would review it, and she had included her contact information at the bottom of the letter.

Ms. Renee Scheidegger said that she had a statement to read to the Board. She said that she stood here as a resident and wanted to give notice of harm. She said that the County had installed a new pole on the easement of her property, and the power company told her it was a 5G cell tower. They also said the safe zone was 150 to 250 feet from the base of the pole; her home was 125 feet from the base of the pole. This created an emergency for herself, her family, and others depending on her services, as they must move immediately if 5G was installed on her property, which could be any day.

Ms. Scheidegger said that she needed to know who was installing the tower and a description of the planned units. She said that she did not know where to go; she needed to ask for advice on getting the tower moved elsewhere or, if they were earning revenue from it, she would not consent to that and would have to file something in response. She said that she was asking the Board of Supervisors to exercise due diligence and spend some time reviewing the materials she could provide, including some she would be sending via email this week, to help understand why more and more people were having difficulty living close to these frequencies and why some of them are moving away from them.

Agenda Item No. 8. Consent Agenda.

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

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

Item No. 8.1. Approval of Minutes: October 2, October 16, November 20, December 4 (Joint Work Session), December 4 (Regular Meeting), and December 6, 2024.

Mr. Andrews had read the minutes of October 2, 2024, and found them to be in order.

Mr. Gallaway had read the minutes of October 16, 2024, and found them to be in order.

Ms. LaPisto-Kirtley had read the minutes of November 20, 2024, and found them to be in order.

Ms. Mallek had read the minutes of December 4 (Joint Work Session), 2024, and found them to be in order.

Ms. McKeel had read the minutes of December 4 (Regular Meeting), 2024, and found them to be in order.

Mr. Pruitt had read the minutes of December 6, 2024, and found them to be in order.

By the above-recorded vote, the Board approved the minutes of October 2, October 16, November 20, December 4 (Joint Work Session), December 4 (Regular Meeting), and December 6, 2024 as read.

Item No. 8.2. Fiscal Year 2025 Appropriations.

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

The total change to the Fiscal Year 2025 (FY 25) budget due to the appropriations itemized in Attachment A is \$33,824. A budget amendment public hearing is not required because the amount of the cumulative appropriations does not exceed one percent of the currently adopted budget.

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

Appropriation #2025057

Sources:	State Revenue	\$24,017
	Asset Seizure Funds' Fund Balance	\$4,732
Uses:		\$28,749
Net Change to Appropriated Budget:		\$28,749

Description:

This request is to appropriate \$28,749 in State Asset Seizure Funds for the purchase of equipment and technology by the Albemarle County Police Department for use in investigations and law enforcement activities as required by the regulations governing the use of this funding.

Appropriation #2025058

Sources:	Local Revenue	\$5,075
Uses:	Vehicle Replacement Fund	\$5,075
Net Change to Appropriated Budget:		\$5,075

Description:

This request is to appropriate \$5,075 in insurance recovery revenue to the Vehicle Replacement Fund to be used towards the purchase of replacement vehicles for the Police Department.

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

**RESOLUTION TO APPROVE
 ADDITIONAL FY 2025 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That the FY 25 Budget is amended to increase it by \$33,824;
- 2) That Appropriations #2025057 and #2025058 are approved;
- 3) That the appropriations referenced in Paragraph #2, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2025.

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Account String	Amount (\$)	APP#	Description
7200-9-99000-341000-0000-9999-00000-00000-410800-	\$5,075.00	SA2025058	ACPD Totalled Vehicle Insurance Reimbursement
7200-3-31100-412560-0000-9999-00000-00000-800500-	\$5,075.00	SA2025058	Totalled Vehicle Replacement
8432-3-39000-435000-0000-9999-00000-00000-580905-	\$4,732.00	APP2025057	Federal Asset Seizure Approved Expenses
8432-9-99000-352000-0000-9999-00000-00000-510100-	\$4,732.00	APP2025057	Federal Asset Seizure Revenue from Fund Balance
8433-3-39000-435000-0000-9999-00000-00000-	\$24,017.00	APP2025057	State Asset Seizure Approve Expenses

580905-			
8433-9-99000-324000-0000-9999-00000-00000-240403-	\$24,017.00	APP2025057	Asset Seizure funds from State

Item No. 8.3. Proposed Mutual Aid and Emergency Response Agreement with the City of Charlottesville and the University of Virginia.

The Executive Summary forwarded to the Board states that Albemarle County, the City of Charlottesville, and the University of Virginia have operated under a Mutual Aid Agreement since August 16, 1995, facilitating interagency cooperation in law enforcement and emergency response. Following discussions between the County Executive, City Manager and University President in summer of 2024, it was determined the agreement would be updated and modernized to include emergency management best practices. The proposed agreement is provided as Attachment A.

This updated and revised agreement reflects the evolution of public safety needs, statutory authority, and operational practices across the region. It formalizes longstanding collaborative efforts, expands the scope of mutual aid to include police, fire protection, emergency medical services, and emergency management, and clarifies roles, responsibilities, and jurisdictional boundaries. The revised agreement ensures continuity of service, enhances regional preparedness, and strengthens the framework for coordinated response to both planned and emergent public safety events.

Adoption would strengthen interagency coordination, enhance emergency preparedness, and ensure continuity of service across jurisdictions.

This agreement would not impose direct budgetary obligations on Albemarle County. Each Party remains solely responsible for the compensation, benefits, equipment, and operational costs of its personnel while performing services under the agreement. No reimbursement would be required between Parties unless expressly agreed upon in advance, including circumstances where costs may be eligible for recovery through the Virginia Department of Emergency Management (VDEM) or the Federal Emergency Management Agency (FEMA). The agreement provides flexibility for future cost-sharing arrangements as needed, without altering the County's current fiscal commitments.

Staff recommends that the Board adopt the attached Resolution (Attachment B) approving the proposed Mutual Aid and Emergency Response Agreement (Attachment A) between Albemarle County, the City of Charlottesville, and the University of Virginia and authorizing the County Executive to execute the Agreement after approval as to form and substance by the County Attorney.

By the above-recorded vote, the Board adopted the attached Resolution (Attachment B) approving the proposed Mutual Aid and Emergency Response Agreement (Attachment A) between Albemarle County, the City of Charlottesville, and the University of Virginia and authorizing the County Executive to execute the Agreement after approval as to form and substance by the County Attorney:

**RESOLUTION TO APPROVE AN ALBEMARLE COUNTY POLICE DEPARTMENT
MUTUAL AID AGREEMENT BETWEEN THE COUNTY OF ALBEMARLE, THE CITY OF
CHARLOTTESVILLE, AND THE UNIVERSITY OF VIRGINIA**

WHEREAS, the Board finds it is in the best interest of the County of Albemarle to enter into an updated Mutual Aid Agreement with the City of Charlottesville and the University of Virginia to continue the police assistance provided between the County of Albemarle, the City of Charlottesville, and the University of Virginia.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby approves an updated Mutual Aid and Emergency Response Agreement between the County of Albemarle, the City of Charlottesville, and the University of Virginia, and authorizes the County Executive to execute such an Agreement on behalf of the County once approved as to form by the County Attorney.

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MUTUAL AID AND EMERGENCY RESPONSE AGREEMENT

This Mutual Aid and Emergency Response Agreement (Agreement) is made between the City Council for the City of Charlottesville, Virginia (City); the Board of Supervisors of Albemarle County, Virginia (County); and The Rector and Visitors of the University of Virginia (University), on behalf of their respective police departments and public safety agencies and departments, including: Charlottesville Police Department (CPD), Albemarle County Police Department (ACPD), and University Police Division (UPD). In this Agreement, they will be collectively referred to as the "Parties."

I. Purpose

The Parties acknowledge and agree that the continued operation and collaboration of the Parties are necessary to respond effectively to emergencies, threats to life, property, and public safety and to enhance the general welfare of the public throughout the region. The Parties make this Agreement for their mutual benefit, continuing and clarifying their long-standing practices in the provision of law enforcement and emergency response services to their citizens and visitors in the City, County, and University.

II. Authority

The Code of Virginia, §§ 15.2-1726, 15.2-1736, 23.1-815, and 44-146.20, authorizes this Agreement and its terms. The Parties intend and agree that this authority is invoked in this Agreement to the fullest extent permitted by law. The Parties also acknowledge the authority to send their respective personnel and equipment under the authority of Code of Virginia §§ 15.2-1724, 27-1, and 32.1-111.4:4. This Agreement does not limit or proscribe the acknowledged authority under these Sections or other provisions of law. The powers authorized to the respective Parties by Title 44, Chapter 3.2 of the Code of Virginia ("Emergency Services and Disaster Law") are in no way limited or proscribed by this Agreement. Nothing in this Agreement requires mutual aid or emergency response services to be provided if requested.

III. Concurrent Jurisdiction and Property of the University of Virginia

- A. City and County extra-territorial public properties. Pursuant to Virginia Code § 15.2-1725, the City and County may exercise full police power over their respective public properties located beyond the limits of the locality. Law enforcement officers and public safety personnel of both localities may be lawfully sent to such properties to protect the property, keep order, and enforce the laws of the Commonwealth and ordinances of the owning locality. ACPD, CPD, and the respective fire marshals and assistants have concurrent jurisdiction over properties within their own political boundaries, together with the law enforcement of the owning locality.
- B. University extra-territorial properties. Pursuant to Virginia Code § 23.1-816, the University may exercise full police power over its properties, whether owned, leased, or rented, including properties beyond the limits of its campus territory. In addition, UPD officers have concurrent jurisdiction in the designated areas of the City of Charlottesville, pursuant to Charlottesville Circuit Court Order, entered March 7, 2005, and to the extent any future court orders may alter or amend the territorial scope of that concurrent jurisdiction in either the City of Charlottesville or County of Albemarle. For purposes of

this Agreement, the jurisdiction of UPD is defined as the designated areas identified in any respective court orders. The Parties acknowledge that any concurrency does not extinguish any lawful power or authority of ACPD and/or CPD on University property that is otherwise located within the political boundaries of the respective local governments. Notwithstanding such lawful power, the City and County acknowledge the primary responsibility for law enforcement of University property lies with UPD.

IV. Scope

This Agreement is intended to and shall provide for the broadest scope of cooperation, collaboration, mutual aid, assistance, and support permitted by law. No provision in this Agreement shall be construed to limit any lawful authority to achieve the Purpose. This Agreement includes mutual aid, cooperation, and authorization for law enforcement (including sworn officers, auxiliary personnel, and volunteers), fire protection, emergency medical services, and emergency management personnel. This Agreement also applies to the transport to and return from a Party's jurisdiction when any of that Party's personnel are engaged in providing emergency, mutual aid, and cooperative services, except to the extent said personnel are engaged in a frolic or detour.

V. Prior Agreements, Existing Agreements, Future Agreements

This Agreement replaces the "Police Mutual Aid Agreement" of August 16, 1995. The Parties acknowledge the continued effect of the "Executive Agreement for Implementation of Police Mutual Aid Agreement" of April 14, 2004, between the City and County and the "Executive Agreement for Implementation of Police Mutual Aid" of March 11, 2005, between the City and University and hereby authorize the Parties' respective executives or their designees to amend, re-execute, or replace these Executive Agreements to implement the provisions of this Agreement. Nothing contained in the Executive Agreements, as amended or superseded, shall contradict this Agreement. The Parties further authorize their respective executives to approve or execute additional protocols, including but not limited to those of the emergency management Multi-Agency Coordination Group. The 2023 "Mutual Aid Agreement between City of Charlottesville and County of Albemarle" regarding fire protection, firefighting, and emergency medical services, continues in full force and effect and is not altered by this Agreement. The "Memorandum of Agreement between UPD and ACPD" regarding emergency custody and temporary detention transfers, pursuant to Virginia Code § 37.2-808 et seq., is acknowledged, as amended.

VI. Requests for Mutual Aid and Assistance

- A. Circumstances for request. The Parties may request mutual aid under this Agreement for any lawful purpose related to public safety response, whether the circumstances are existing or anticipated, planned or unplanned.
- B. Authority to request and send aid. For any planned or anticipated event or incident requiring mutual aid or when the resources of multiple public safety agencies of any Party are requested, the County Executive, City Manager, and Chief Executive Officer of the University are authorized to make requests and respond thereto. In addition, mutual aid and assistance may be requested and approved by the following persons or their designees:
 1. Law enforcement services. The County Executive, City Manager, and Chief Executive Officer of the University may make and approve mutual aid

requests, generally. In addition, the following personnel and their superiors may request and respond to resource-specific mutual aid:

- a. Police chiefs for:
 - i. Emergency response group (Special Weapons And Tactics (SWAT)/Crisis Negotiation Teams/Special Response Team/Emergency Response Team) deployment. The respective chiefs of police may request and respond to a need for special teams deployment.
 - b. On-duty lieutenant or shift commander for:
 - i. Calls for service back-up. The on-duty lieutenant or shift commander from the respective Parties may request and provide officers to answer routine calls for service, if the Requesting Party's agency is responding to an incident within its jurisdiction for which its routine resources are rendered limited or operationally insufficient.
 - c. On-duty shift commander for:
 - i. Drones and special vehicles and equipment deployment;
 - ii. K-9 deployment; and
 - iii. Animal protection services.
 - d. On-duty police sergeant for: investigative services and enforcement.
2. *Fire protection, firefighting, and emergency medical services.* The respective on-duty battalion chiefs of the City or County may make and approve mutual aid requests, including but not limited to hazmat mitigation, water rescue, and vehicle extraction;
 3. *Emergency management services and coordination efforts.* The respective Emergency Management Coordinators for the City and County and Director of Emergency Management for the University, or their designees, may make and approve mutual aid requests.
 4. *Emergencies under Virginia Code §15.2-1724 and related sections.* For any circumstances described in Virginia Code §§ 15.2-1724, 27-1, and 32.1-111.4:4, for which law enforcement, firefighting, or emergency medical personnel, together with any necessary equipment, may be sent out of its political jurisdiction, the highest-ranking responsible officer on-scene may request assistance from any or all of the Parties' law enforcement officers and other public safety response personnel. Once lawfully sent, law enforcement officers and other public safety personnel may fulfill any proper duty involving or related to the emergency. This Agreement in no way restricts the Parties' authority to act under the authority of these statutes.
- C. Information and intelligence. When a request is made, the Requesting Party shall provide to Responding Party or Parties all plans, protocols, intelligence, and information, whether in draft or final form, related to the request. The Parties acknowledge that some or all of the contents of this disclosure may be confidential, law enforcement sensitive, or otherwise protected by law from further disclosure ("Confidential Information"). The Requesting Party shall indicate clearly what, if any, information is, in its assessment, confidential and not subject to public disclosure. If a Responding Party is in possession of Confidential Information and receives a request under the Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*) or a subpoena for which the Confidential Information would be responsive,

- the Responding Party will confer with the Requesting Party before making a response.
- D. Scope of requested aid. The Parties intend that the scope of mutual aid that may be requested or provided by this Agreement is the broadest extent permitted by law. When mutual aid is requested by any Party or Parties, unilaterally or reciprocally, the Responding Party or Parties may send law enforcement officers and other personnel—including but not limited to firefighters, emergency medical providers, and emergency management and response personnel, together with any other resources or equipment of the Parties—beyond the territorial limits of their jurisdiction to the other Party's jurisdiction to assist in meeting a public safety need.
- E. Communications. To the extent feasible, the Requesting Party shall be responsible for designating or supplying radio or other communications equipment for use by and among the Responding Parties. Communications will be facilitated by the Emergency Communications Center (ECC).
- F. Command and control. While performing any duty, function, or service under this Agreement, personnel will at all times remain under the ultimate authority of the chiefs or directors of the Party by which they are appointed or employed. While in use under this Agreement, canines, vehicles, aircraft, drones, watercraft, equipment, and supplies shall at all times remain under the ultimate authority and control of the Party by which they are owned.
1. Incident command/unified command. Notwithstanding the authority of the employing and owning Party described above, personnel and equipment deployed under this Agreement will integrate into the Incident Command System (ICS) established for the event. Operational control during the incident will follow ICS protocols under the direction of the Incident Commander or Unified Command. Any restrictions on personnel or equipment usage must be communicated to the Incident Commander before deployment. Every Party with resources provided under this Agreement will have the right to participation in planning for any incident or event and to representation in the command center during all operational periods of an event or incident.
 2. Resulting criminal investigations. The responsibility for investigation and subsequent actions concerning any criminal offense will remain with the law enforcement agency of the Requesting Party within whose jurisdiction the offense occurred. Law enforcement personnel entering the Requesting Party's jurisdiction will promptly notify the Requesting Party's law enforcement agency upon the discovery of a crime in the Requesting Party's jurisdiction.
 3. After-action debriefing and reporting. The Requesting Party will provide for an after-action debriefing opportunity as soon as practicable after the event. If a report is generated from the after-action debriefing, all participating Parties may provide input and will be provided a copy of the report. Nothing in this subsection requires distribution of intra-agency evaluations among the Parties, but such evaluations may be provided at the discretion of the respective Parties' police chiefs.
- G. Decline, withdrawal, and termination of aid. Any Party may decline a request for mutual aid. If an authorized person, as identified in Section VI(B), above, determines to terminate or withdraw mutual aid, in whole or in part, the action will

be communicated to the Requesting Party's authorized representative or designee. Withdrawal or termination of mutual aid will be coordinated among the Parties in such a manner as to protect the best interests of the public.

- VII. Continuous Aid.** In addition to the circumstances giving rise to the need for mutual aid as discussed in Section VI, the Parties intend for and authorize mutual aid and cooperative assistance to be provided on a regular and ongoing basis for the following activities:
- A. Multi-jurisdictional law enforcement investigations. Criminal investigations often require law enforcement activities across jurisdictional boundaries. The chiefs of police for each of the Parties are authorized to designate several investigators who may be sent across their respective political jurisdictional boundaries to participate in joint or related criminal investigations without specific requests. The chiefs of police or their designees will advise their counterparts of the designated investigators and the nature of the investigations. The chiefs of police may establish specific *ad hoc* task forces for specific investigations. The chiefs of police or their designees will confer as needed regarding the scope, efficacy, duration, and identity of assigned personnel designated under this subsection. The following types of investigations are expressly included in this authorization:
 - 1. *Felony criminal sexual assault and unattended death investigations.* In accordance with Virginia Code § 23.1-815, any Party may request mutual aid, assistance, and support for the investigation of felony criminal sexual assaults and medically unattended deaths. Any Party investigating a crime under this subsection on a University property, non-campus property, or public property immediately adjacent to campus property, will notify the appropriate local Commonwealth's Attorney within 48 hours of the beginning of the investigation. No notification to the Commonwealth's Attorney will require disclosure of the victim's identifying information, unless the victim provides express consent or as otherwise permitted by law.
 - 2. *Human trafficking, sexual exploitation, intimate partner violence, and stalking.* The Parties may request and provide mutual aid, assistance, and cooperation to investigate crimes involving human trafficking, sexual exploitation, intimate partner violence, and stalking.
 - B. 3A Taskforce. The Parties are among the members of the currently constituted 3A Taskforce. All activities within the scope of the Memorandum of Understanding (MOU) between the Parties and the Virginia State Police and authorized by the Special State Police Officer authority of each Taskforce member are recognized by the Parties. To the extent that Taskforce members provide lawful, law enforcement services not covered by the MOU or otherwise authorized by Virginia Code § 15.2-1724, ¶1(i), this Agreement applies, and mutual aid is authorized.
 - C. Fire marshal investigations. The respective Fire Marshals for the City and County are responsible for any investigations under their authority as local fire officials under the Statewide Fire Prevention Code, as well as any property subject to the authority of the State Fire Marshal, upon request of the State Fire Marshal.
 - D. Joint trainings or exercises. The Parties are signatories to the "Operational Agreement for the Establishment of a Law Enforcement Training Facility." In

addition to the ongoing cooperation pursuant to that operational agreement, the Parties may engage in joint trainings, including but not limited to planning meetings, tabletop exercises, and full-scale drills. This Agreement provides authority for personnel to be present at the training within the hosting Party's jurisdiction as a provision of mutual aid.

- E. Law-enforcement activities at the University Medical Center. If law enforcement transports detainees, prisoners, or subjects of emergency custody or temporary detention orders, or otherwise maintains custody of such persons en route to or while at the University Medical Center, their lawful activities are permitted by this Agreement, if not otherwise authorized by Virginia Code § 15.2-1724, ¶1 (ii) or other provision of law.
- F. Multi-jurisdictional cooperation pursuant to Virginia Code §§ 15.2-1627.4, -1627.5, 1627.6. If requested by the respective Commonwealth's Attorney for the City or County, UPD, CPD, and ACPD may participate in review teams for sexual assault; child sexual abuse; abuse, neglect, and exploitation of adults; and human trafficking.
- G. Information Sharing and Analysis. In addition to the information and intelligence sharing authorized in Section VI(C), above, the Parties agree to continue and enhance their information and intelligence sharing to the extent permitted by law and their respective policies and procedures.

VIII. Effective Date, Term, and Withdrawal

- A. Effective date. This Agreement shall be effective as of the date of the adopting resolution approved by the Party's governing body last in time.
- B. Term. This Agreement is in effect indefinitely unless and until withdrawal of two or more Parties.
- C. Withdrawal. Any Party may withdraw from this Agreement by giving 90 days' written notice of its intent to the other Parties. The withdrawal of one Party shall not affect the force and validity of the Agreement as to the remaining Parties. Any notice of intent to withdraw requires authorization by the Party's governing body.

IX. Liability, Immunity, Waiver

- A. Liability. To the extent required by law, each Party is solely and exclusively responsible for the acts and omissions of its law enforcement officers and other personnel while performing duties, functions, or services pursuant to this Agreement.
- B. No reimbursement. No Party shall be liable to any other Party for reimbursement for compensation, benefits, injuries to personnel, damages to equipment, cost of supplies, or any other expenses or costs incurred while performing services under this Agreement, unless the Parties expressly agree to the allocation of such expenses and costs, including but not limited to, an agreement for which reimbursement may be received from the Commonwealth of Virginia Department of Emergency Management (VDEM) or Federal Emergency Management Agency (FEMA).
- C. Immunity. Nothing in this Agreement waives or abrogates any immunity available to the Parties or their employees, agents, servants, or volunteers.

1. *Respective Parties.* The acts performed pursuant to this Agreement and the expenditures made for such purposes by the Parties will be deemed conclusively to be for a public and governmental purpose. All of the immunities from liability enjoyed by a Party when acting through its police officers or other officers, agents, or employees for a public or governmental purpose within its territorial limits shall be enjoyed by it to the same extent when the Party acts beyond its territorial limits pursuant to this Agreement.
 2. *Parties' officers, employees, agents, and volunteers.* All immunities from liability, exemptions from laws, ordinances and regulations, pension, relief, disability, workers' compensation, life and health insurance, and other benefits enjoyed by law enforcement officers and other employees, agents, and volunteers of each Party shall extend fully to all the services they perform under this Agreement outside of their respective jurisdictions. The provision of these benefits will remain the responsibility of the employing jurisdiction.
- D. Waiver. Nothing in this Agreement shall be deemed to be a waiver, express or implied, of the sovereign, governmental, or other immunity of the Parties, their respective officers, officials, or employees, or the Commonwealth of Virginia. This Agreement does not create and shall not be construed to create any right or claim by any alleged third-party beneficiary or any basis for reliance by any person or entity not a Party to this Agreement.

X. Miscellany

- A. Governing law. This Agreement is governed by the laws of the Commonwealth of Virginia without regard to its choice of law rules.
- B. Entire agreement. This Agreement is the entire agreement between the Parties on the subject of mutual aid, except as may be augmented and implemented by any supplemental agreements authorized in Section V, above.
- C. Signature authority. By adoption of this Agreement, the Parties authorize their respective County Executive, City Manager, and Chief Operating Officer to sign this Agreement.

[signatures following]

CITY COUNCIL FOR THE CITY OF CHARLOTTESVILLE, VIRGINIA



Samuel Sanders, Jr., City Manager

Jan 13, 2026

Date

Seen and agreed:



Michael Kochis (Jan 13, 2026 16:39:29 EST)
Michael Kochis, Chief of Police

Jan 13, 2026

Date



Michael Thomas, Fire Chief

Jan 13, 2026

Date



John Oprandy (Jan 12, 2026 16:00:23 EST)
John Oprandy, Emergency Management
Coordinator

Jan 12, 2026

Date

Approved as to form:



April Wimberley (Jan 12, 2026 13:35:17 EST)
City Attorney's Office

Jan 12, 2026

Date

BOARD OF SUPERVISORS FOR ALBEMARLE COUNTY, VIRGINIA



County Executive

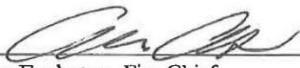
9/4/25
Date

Seen and agreed:



Sean Reeves, Chief of Police

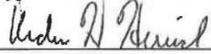
07-25-25
Date



Dan Eggleston, Fire Chief
Emergency Management Coordinator

07-29-2025
Date

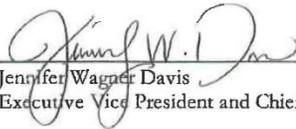
Approved as to form:



County Attorney

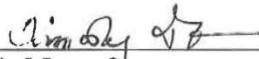
9/4/2025
Date

RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA


Jennifer Wagner Davis
Executive Vice President and Chief Operating Officer

9/21/2025
Date

Seen and agreed:

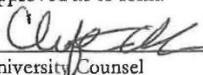

Timothy J. Longo, Sr.
Associate Vice President for Safety and Security and Chief of Police

9/17/25
Date


John DeSilva
Director of Emergency Management

9/18/25
Date

Approved as to form:


University Counsel

9/22/25
Date

Item No. 8.4. Proposed Opioid Settlement Agreement with Purdue Pharma L.P. and the Sackler Family.

The Executive Summary forwarded to the Board states that in 2021, Virginia local governments and the Commonwealth of Virginia entered a memorandum of understanding relating to the allocation and use of litigation recoveries relating to the opioid epidemic. As additional settlements are made, Virginia local governments are being asked to participate in these agreements.

On November 17, 2021, the Board approved the County's participation in both the Virginia Opioid Abatement Fund and a settlement agreement with McKesson, Cardinal Health, AmerisourceBergen, Janssen, and their related corporate entities. On March 15, 2023, the Board approved a second agreement, with manufacturers Teva and Allergan, and retail pharmacy chains Walmart, CVS, and Walgreens. On August 7, 2024, the Board approved a third agreement, with retail pharmacy chain Kroger. Between September 2022 and August 11, 2025, the Board of Supervisors has appropriated opioid settlement funding totaling \$684,973.

A fourth agreement has now been proposed with the Sackler Family. As part of a coordinated effort with other localities, the Virginia Attorney General's Office has provided a proposed resolution, adapted by the County Attorney's Office (Attachment A), which would authorize the County to enter into this new Opioid Settlement Agreement. Appropriated funds from this settlement would be used for opioid abatement-related programming across a variety of County services.

There is no budget impact from this action. Disbursements from the settlement would be appropriated at future Board meetings once they are received.

Staff recommends that the Board adopt the attached resolution (Attachment A) both to approve of the County's participation in the latest proposed Opioid Settlement Agreement and to authorize the County Attorney to execute the necessary documents on the County's behalf.

By the above-recorded vote, the Board adopted the attached Resolution (Attachment A) both to approve of the County's participation in the latest proposed Opioid Settlement Agreement and to authorize the County Attorney to execute the necessary documents on the County's behalf:

RESOLUTION

A RESOLUTION OF THE COUNTY OF ALBEMARLE BOARD OF SUPERVISORS APPROVING OF THE COUNTY'S PARTICIPATION IN THE PROPOSED DIRECT SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST THE SACKLER FAMILY, AND DIRECTING THE COUNTY ATTORNEY TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE COUNTY'S PARTICIPATION IN THE SETTLEMENT.

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the County of Albemarle, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by the County's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including Albemarle County, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and the County; and

WHEREAS, a settlement proposal has been negotiated that will cause the Sackler family, the owners of the Purdue Pharma family of companies, to pay an aggregate of \$6.5 billion dollars nationwide to resolve opioid-related claims against them; and

WHEREAS, the County has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that this pending settlement with the Sackler family shall be considered a "Settlement" that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Janssen Pharmaceuticals, Teva Pharmaceuticals, and Allergan, and retail pharmacy chains CVS, Walgreens, Walmart, and Kroger;

WHEREAS, the County Attorney has reviewed the available information about the proposed settlement with the Sackler family and has recommended that the County participate in the settlement in order to recover its share of the funds that the settlement would provide;

NOW THEREFORE BE IT RESOLVED that the Albemarle Board of Supervisors, this 3rd day of September, 2025,, approves of the County's participation in the proposed settlement of opioid-related claims against the Sackler family, and directs the County Attorney to execute the documents necessary to effectuate the County's participation in the settlement, including the required release of claims against the Sackler family.

* * * * *

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Albemarle County	State: VA
Authorized Signatory: Andrew H. Herrick	
Address 1: 401 McIntire Road	
Address 2: Suite 325	
City, State, Zip: Charlottesville	Virginia 22902
Phone: 434-972-4067	
Email: aherrick@albemarle.org	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

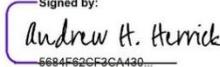
General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.
13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



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I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:  Signed by:
6684F82CF3CA430...

Name: Andrew H. Herrick

Title: Albemarle County Attorney

Date: 9/3/2025

K-4



Item No. 8.5. Proposed Opioid Settlement Agreement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

The Executive Summary forwarded to the Board states that in 2021, Virginia local governments and the Commonwealth of Virginia entered a memorandum of understanding relating to the allocation and use of litigation recoveries relating to the opioid epidemic. As additional settlements are made, Virginia local governments are being asked to participate in these agreements.

On November 17, 2021, the Board approved the County's participation in both the Virginia Opioid Abatement Fund and a settlement agreement with McKesson, Cardinal Health, AmerisourceBergen, Janssen, and their related corporate entities. On March 15, 2023, the Board approved a second agreement, with manufacturers Teva and Allergan, and retail pharmacy chains Walmart, CVS, and Walgreens. On August 7, 2024, the Board approved a third agreement, with retail pharmacy chain Kroger. Between September 2022 and August 11, 2025, the Board of Supervisors has appropriated opioid settlement funding totaling \$684,973.

Additional agreements have now been proposed with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. As part of a coordinated effort with other localities, the Virginia Attorney General's Office has provided a proposed resolution, adapted by the County Attorney's Office (Attachment A), which would authorize the County to enter into this new Opioid Settlement Agreement. Appropriated funds from this settlement would be used for opioid abatement-related programming across a variety of

County services.

There is no budget impact from this action. Disbursements from the settlement would be appropriated at future Board meetings once they are received.

Staff recommends that the Board adopt the attached resolution (Attachment A) both to approve of the County's participation in the latest proposed Opioid Settlement Agreement and to authorize the County Attorney to execute the necessary documents on the County's behalf.

By the above-recorded vote, the Board adopted the attached Resolution (Attachment A) both to approve of the County's participation in the latest proposed Opioid Settlement Agreement and to authorize the County Attorney to execute the necessary documents on the County's behalf:

RESOLUTION

A RESOLUTION OF THE COUNTY OF ALBEMARLE BOARD OF SUPERVISORS APPROVING OF THE COUNTY'S PARTICIPATION IN THE PROPOSED DIRECT SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS AND DIRECTING THE COUNTY ATTORNEY TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE COUNTY'S PARTICIPATION IN THE SETTLEMENTS.

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the County of Albemarle, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by the County's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including Albemarle County, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and the County; and

WHEREAS, settlement proposals have been negotiated that will cause Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus, the owners of the Purdue Pharma family of companies, to pay millions of dollars nationwide to resolve opioid-related claims against them; and

WHEREAS, the County has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that these pending settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus shall be considered "Settlements" that are subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Janssen Pharmaceuticals, Teva Pharmaceuticals, and Allergan, and retail pharmacy chains CVS, Walgreens, Walmart, and Kroger; and

WHEREAS, the County Attorney has reviewed the available information about the proposed settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus and has recommended that the County participate in the settlement in order to recover its share of the funds that the settlement would provide;

NOW THEREFORE BE IT RESOLVED that the Albemarle Board of Supervisors, this 3rd day of September, 2025, approves of the County's participation in the proposed settlement of opioid-related claims against Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus and directs the County Attorney to execute the documents necessary to effectuate the County's participation in the settlement, including the required release of claims against settling entities.

* * * * *

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form
("Combined Participation Form")

Governmental Entity: Albemarle County	State: VA
Authorized Official: Andrew H. Herrick	
Address 1: 401 McIntire Road	
Address 2: Suite 325	
City, State, Zip: Charlottesville	virginia 22902
Phone: 434-972-4067	
Email: aherrick@albemarle.org	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatrix Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

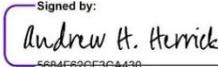
General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: 
Signed by:
5684F62CF3GA436...

Name: Andrew H. Herrick

Title: Albemarle County Attorney

Date: 9/3/2025

K-4



Item No. 8.6. Rivanna Futures Land Use Applications.

The Executive Summary forwarded to the Board states that on May 24, 2023, the Board of Supervisors announced its intent to purchase 462 acres to protect the security of the existing Rivanna Station and to facilitate development supportive of and consistent with Rivanna Station. On June 21, 2023, the Board conducted a public hearing and adopted a resolution to expressly authorize development of business and industry on the acquired property. In December 2023, Albemarle County acquired the property following a due diligence analysis. In June 2024, the Board approved a rezoning and special use permit of a 172-acre portion of the property to allow Light Industrial and Office uses.

The rezoning and special use permit applications for the 172-acre portion of the property enabled that property to be eligible for site development grant funding through the Commonwealth of Virginia. In July 2025, the Virginia Economic Development Partnership announced the award of \$9.7 million to Albemarle County through the Virginia Business Ready Sites Program. Funding will support site readiness work, including the extension of utilities, clearing, and grading on a portion of the property, over a period of the next 12-15 months.

With site readiness work now underway, staff are exploring other efforts that will support future site marketing, sales, and vertical development work that may be necessary to advance the Rivanna Futures project goals. This could include the need to prepare and submit additional land use applications, including subdivision, special exception, special use permit, rezoning, and other related documents or

instruments. The proposed Resolution (Attachment A) authorizes the County Executive to submit certain applications on behalf of the County, as property owner. Those applications would then be subject to review by staff and the Planning Commission (as applicable) and to final approval by the Board of Supervisors.

The Economic Development Fund would support contract services for the development of application materials to make the application, if approved by the Board.

Staff recommends that the Board adopt the proposed Resolution (Attachment A).

By the above-recorded vote, the Board adopted the proposed Resolution (Attachment A):

RESOLUTION TO AUTHORIZE THE COUNTY EXECUTIVE TO APPLY TO SUBDIVIDE THE COUNTY-OWNED RIVANNA FUTURES PROPERTY AND TO APPLY FOR SPECIAL EXCEPTIONS AND SPECIAL USE PERMITS RELATED TO THE DEVELOPMENT OF THE RIVANNA FUTURES PROPERTY

WHEREAS, the County owns 462 acres of certain real property identified as Rivanna Futures, which consists of Albemarle County Parcel Numbers 03300-00-00-001G0, 03300-00-00-001D0, 02100-00-00-014C0, 03300-00-00-00100, 03300-00-00-00200, 03300-00-00-01000, 03300-00-00-001B0, 03300-00-00-01600, 03300-00-00-01500, and 03300-00-00-01400;

WHEREAS, the Board of Supervisors adopted a resolution on June 21, 2023, after a public hearing, authorizing the development of private business and industry on Rivanna Futures, and rezoned a portion of Rivanna Futures to Light Industry on June 12, 2024;

WHEREAS, upon that rezoning, the Board of Supervisors authorized the County Executive to apply on the County's behalf for a special use permit to allow commercial office uses on the Development Area portions of Rivanna Futures and for a special exception to allow certain residential developments on the subject property; and

WHEREAS, the Board of Supervisors finds that it is in the best interest of the County to accommodate the orderly and timely development of Rivanna Futures by authorizing the County Executive (i) to apply on the County's behalf to subdivide the property from time to time pursuant to Chapter 14 of *Albemarle County Code*, as amended; (ii) to apply on the County's behalf for any special exception or special use permit related to the orderly development of Rivanna Futures; (iii) to apply on the County's behalf to rezone portions of Rivanna Futures from time to time in accordance with state law and regulation, the *Albemarle County Code*, and the County's Comprehensive Plan; and (iv) to approve and execute on the County's behalf any other document or instrument related to or necessary for an application to subdivide, rezone, or obtain a special exception or special use permit related to Rivanna Futures.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby authorizes the County Executive to submit the following applications related to the County-owned property known as Rivanna Futures: (i) to subdivide the property from time to time to foster Rivanna Futures' orderly and timely development, (ii) to obtain special exceptions and/or special use permits related to the orderly development of Rivanna Futures, and (iii) to rezone portions of Rivanna Futures from time to time in accordance with state law and regulation, the *Albemarle County Code*, and the County's Comprehensive Plan. Additionally, the County Executive is authorized to approve and execute on the County's behalf any document or instrument related to or necessary for any application submitted for the above-described purposes.

Item No. 8.7. Transportation VDOT Appendix A Revisions.

The Executive Summary forwarded to the Board states that the Albemarle County Board of Supervisors approved agreements with the Virginia Department of Transportation (VDOT) on April 20, 2022 reaffirming the County's commitment to fund the locality share of certain projects under agreement with VDOT. This agreement applies to the following VDOT Revenue Sharing projects: Berkmar Drive Bicycle and Pedestrian Improvements, Commonwealth and Dominion Drive Sidewalks, and the NIFI - The Square project.

Each of the original agreements included an Appendix A form (Attachments A, B, and C) that breaks down the costs associated with these VDOT Revenue Sharing projects. This breakdown shows the VDOT contribution, and the local funds provided by the County through the County's Transportation Leveraging Program. Whenever there is a revision to the total costs of a project, VDOT requires that a revised Appendix A be approved.

The Berkmar Drive Bicycle and Pedestrian Improvements project and the Commonwealth and Dominion Drive Sidewalks project were approved by VDOT to receive additional Revenue Sharing funds, with the local match provided by the Community Development Department Transportation Leveraging Program. Upon approval of the attached Resolution, the revised Appendix A forms (Attachments D and E) are signed by the County Executive (CE), and after signatures are obtained the associated appropriation request is created.

The NIFI - The Square project received CE adjustment for additional funding of \$300,000 in FY25

from the Transportation Leveraging Program in order to cover a low bid that was 14% over budget. Additional VDOT Revenue Sharing funds were not provided but the project cost total changed and therefore required the revised Appendix A (Attachment F).

Funding for these projects is included in the current capital budget.

Staff recommends that the Board of Supervisors approve the attached resolution (Attachment G) re-affirming the County's commitment to fund its share of the approved projects under agreement with VDOT and authorize the County Executive or his designee to execute any such agreements and/or addendums once approved by the County Attorney.

By the above-recorded vote, the Board adopted the attached Resolution (Attachment G) re-affirming the County's commitment to fund its share of the approved projects under agreement with VDOT and authorize the County Executive or his designee to execute any such agreements and/or addendums once approved by the County Attorney:

**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 ("VDOT") funds under various grant programs for the Berkmar Bicycle and Pedestrian Improvements, the Commonwealth and Dominion Drive Sidewalks, and the NIFI – The Square transportation-related projects (the "Projects"); and

WHEREAS, VDOT requires the County, by resolution, to provide assurance of its commitment to funding its local share for the Projects;

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, for the Projects under agreement with VDOT in accordance with the Projects financial documents; and

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the County Executive, or his designee to execute all such agreements and/or addendums for the approved Projects with VDOT on behalf of the County provided that such agreements and/or addendums are approved as to form and substance by the County Attorney.

Item No. 8.8. SE-2025-00023 Pantops Chick-fil-a Parking Exception.

The Executive Summary forwarded to the Board states that the applicant requests a special exception to reduce the minimum number of parking spaces otherwise required by County Code §18-4.12.6, which requires restaurant uses to provide 13 parking spaces per 1,000 square feet of gross floor area. This special exception request is pursuant to County Code § 18-4.12.2(c), which allows modifications to minimum parking requirements. The applicant requests a special exception to provide 61 spaces rather than the required 63 spaces, based on a study of Institute of Transportation Engineers (ITE) trip generation data for fast food restaurants with drive-through windows. (Attachment A). The applicant currently provides 64 parking spaces.

Staff recommends that the Board adopt the attached Resolution (Attachment C) to approve a special exception to reduce the minimum required on-site parking from 64 spaces to 61 spaces.

By the above-recorded vote, the Board adopted the attached Resolution (Attachment C) to approve a special exception to reduce the minimum required on-site parking from 64 spaces to 61 spaces:

**RESOLUTION TO APPROVE SE 2025-00023
CHICK-FIL-A PARKING EXCEPTION**

WHEREAS, upon consideration of the staff reports prepared for SE2025-00023 Chick-fil-a Parking Exception and the attachments thereto, including staff's supporting analysis, any comments received, and all relevant factors in Albemarle County Code §§ 18-4.12.2(c) and 18-33.9, the Albemarle County Board of Supervisors hereby finds that:

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

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves a special exception to modify the minimum number of parking spaces otherwise required by County Code § 18-4.12.6 and permit 61 parking spaces on Parcel 07800-00-00-055A2.

Item No. 8.9. Albemarle Broadband Authority Quarterly Report, ***was received for information.***

Agenda Item No. 9. **Presentation:** Board-to-Board, A Quarterly Report from the Albemarle County School Board to the Albemarle County Board of Supervisors.

Ms. Kate Acuff, Chair of the Albemarle County School Board, stated that she was joined by fellow School Board Vice Chair Ms. Rebecca Berlin, School Board members Judy Le and Leslie Pryor, as well as Dr. Haas, Superintendent of Albemarle County Public Schools. She said that with regards to this report, she wanted to acknowledge the schools Strategic Plan, which guided the work that they did on the School Board and the School Division.

Ms. Acuff quoted their mission statement: "Working together as a team, we will end the predictive value of race, class, gender, and special capacities for our children's success through high-quality teaching and learning for all. We seek to build relationships with families and communities to ensure that every student succeeds. We will know every student."

Ms. Acuff said that the Board may be aware that they started school a week early this year. They shifted the calendar to align better with neighboring Counties and the City of Charlottesville. She said that although there were a few grumbles about a shortened summer break, it had gone relatively smoothly. She said that as a reminder of how exciting the first day of school was and why they on the School Board did what they did, the Division did the work it did, and why the Board's support for public education was so important, they had shared a short film of the sights and sounds from the first day of school in Albemarle County.

Ms. Acuff presented a film showing the first day of school at different Albemarle County Public Schools.

Ms. Acuff stated that next, she would provide an overview of some of the safety and security initiatives that they are putting into place this year. First was personal device-free education. They had already, as a School Division, limited cell phone use in elementary schools. They were piloting putting devices away for middle schools, and they had a policy that high school students were not to use them during class, but that was problematically enforced; it really depended teacher by teacher.

Ms. Acuff stated that with the Governor's executive order in the fall, Executive Order 33, they required everyone to have a cell phone restricted policy as of January of this year, which, of course, they did, and they did implement a bell-to-bell policy for K-12. She explained that bell-to-bell policies mean no cell phones whatsoever and to leave them at home. They had some pushback from some high school students wanting to at least have access during breaks or during lunch. But they said no, that this was from the time one arrived to school until the time they left. She said that her understanding was they had a committee of staff, community members, and students to monitor how well it was going. She said that while they were only three weeks in to the school year, so far, the principals reported that it was going very well.

Ms. Acuff said that a second item was their new visitor management system. She said that starting this fall, a visitor management system called Visitor Safe was implemented as part of their efforts to keep their students and staff safe. This updated check-in system offers greater convenience and improved security for all guests, including parents, contractors, and volunteers.

Ms. Acuff said that by scanning an ID, their information was screened against the sex offender registry and other custom databases, including custody orders and banned visitor status. It also kept the data so they would know if they had tried to enter other schools or what the situation is going forward. She said that if a visitor was flagged as a security risk, administration could intervene at that moment and not let them in the building.

Ms. Acuff said third was their new weapon screening technology; it was broader than just metal detectors. She said that they piloted these weapons detector systems at their high schools in their athletic events, and they were remarkably trouble-free. People seemed to navigate them very well, and the good news was that they did not detect any weapons. She believed they had a significant deterrent effect. She said that they were common at other events such as at John Paul Jones Arena, Busch Gardens, and other large gathering spaces. She said they would be going live that week.

Ms. Acuff said that additionally, the School Division had reimplemented their School Resource Officer (SRO) program, which they had paused a few years ago after national media attention related to bad actors. She said that in Albemarle Schools they had no reported problems and wanted to reimplement the program. She said that after piloting one SRO at Albemarle High School last year, they had now implemented four officers to work at the three high traditional schools in the County.

Ms. Acuff showed a picture of the four SROs and explained that there were three officers who were each assigned to separate high schools and that the fourth person in the picture was an SRO-trained staff member of the ACPD Special Operations Unit that could be dispatched if there were issues at any of the other County schools and served as a backup for any gaps in coverage one of the regular High School SROs took time off.

Ms. Acuff explained that when they reintroduced the SROs, they revisited the Memorandum of Understanding (MOU) to be very clear about candidate selection, training, and the scope of authority or scope of duties within the schools. They had modeled it on best practices, and they were now two weeks into this expansion, with no reported challenges or impacts last year.

Ms. Acuff said that additionally, in partnership with the County and Virginia Department of Transportation, they instituted speed zone cameras on Hydraulic Rd. at the Lambs Lane Campus last year. Given that these cameras were only on two hours maybe in the morning, two hours at night during the school year, only on weekdays, they generated almost \$500,000 of tickets at \$100 a ticket. She said this money did not go to the School system but that the most important thing was that it resulted in a 40-45% reduction in speeding, which was defined as going over 10 MPH over the 25 MPH speed limit. It had resulted in a significant improvement in safety for their kids walking to school along those routes.

Ms. Acuff said that the speed camera program had now been expanded to the Western Albemarle campuses along Rockfish Gap Road and would go into effect on September 15th. She noted that the highest speed around the Lambs Lane Campus was recorded at 68 miles an hour during the school day when the lights were flashing. She said that she knew of one constituent who had been ticketed multiple times and therefore was complaining about the cameras, and he had been advised to slow down.

Ms. Acuff said that finally, she wanted to mention the stop arm cameras. They had had the ability to have stop arm cameras for a long time, but only recently have they had the authority to issue tickets. She said that these cameras had been installed on four of their buses in high-traffic areas. Those tickets will also start next week, and they will be \$250 each. They did a study several years ago for Albemarle County Schools, and the sample estimated that there were at least 6,000 incidents of cars passing stop school buses in Albemarle County, which was extraordinary. She said that she hoped these new cameras would be helpful in that regard.

Ms. Rebecca Berlin said that she would provide an update on the new buildings that were under construction currently. She said that they had Mountain View, Upper Elementary School, and ACE Academy at Lands Lane, which was formerly called Center 2. She said that Mountain View Upper Elementary School was planned to open for the fall 2026-27 school year. They were doing a topping out ceremony tomorrow on Thursday beginning at 11:00 a.m., which was when they would place the final beam on the outdoor construction. She said that if the Supervisors had not already received an invite, she would ensure that was sent to them today.

Ms. Berlin said that she would explain a couple notes about Mountain View. As a reminder, this was at the Founders Place plot of land, and it was in direct proximity to Mountain View Lower School, a school that has been seeing significant overcrowding. She said that the decision was made, instead of creating two elementary schools near each other, Mountain View Lower School will be pre-K to 2nd grade, and Mountain View Upper would be grades 3 through 5.

Ms. Berlin said that in addition to this land, ACPS purchased two parcels of land in order to allow a walking path to be constructed between the two schools. She said that currently, there was no interior road access between the two schools, so they wanted to make that necessary pedestrian improvement for when the new school opened. She said that the new building would be approximately 72,000 square feet and the capacity would up to 500 students. She said the building was tracking to be LEED (Leadership in Energy and Environmental Design) Silver-certified as well. She said that the construction was ongoing and it was very exciting to see the progress in real time.

Ms. Berlin said that next she would discuss the ACE (Albemarle Career Exploration) Academy on Lambs Lane campus. She said that the change from Center 2 was made in order to give the school a specific identity. She said that will house 400 students a day, and because of alternating A-B schedules, that would mean up to 800 students would move through this school every week. It would be open to all students at the high school level in the community and would feature 6 of their 12 scholar studios when it opens. She said that this building was also tracking to achieve LEED Silver certification. Finally, she wanted to note that this building would be housing the ACPS data center.

Ms. Berlin said that she also wanted to report that the School Board had student representatives, who were non-voting members that participated in their meetings. She said that this year, there were five student representatives, and they just recently reviewed the School Board policy with them. She said that students would alternate attending meetings throughout the year and would be integral to providing students' opinions on School Board matters.

Ms. Mallek asked what the training was for their non-School Resource Officer security staff and if they were armed.

Ms. Acuff said that they had two levels, the first being school safety coaches, who were focused on mentoring, conflict resolution, training kids to recognize their emotions, and working with mental health teams if there where an intervention could keep it from getting worse. She said the second was school safety officers, who were focused on enforcing school policies (such as vaping or smoking in bathrooms) and interacting with first responders in emergency situations. The School Resource Officers were sworn police officers who were focused on enforcing laws, intervening when there was criminal activity, and enforcing security of the building. She said that while each of these three roles were distinct in terms of their training, they all were trained in adolescent behavior, conflict resolution, cultural sensitivity, and the needs of special education students.

Ms. Mallek said that she was very glad to hear about the success of the first year of the speed cameras. She said the people she had talked to were mostly ashamed and that it had helped change the behavior of the community. She said she also remembered the early Board discussions of having to go back to the state legislature for authority to implement cameras on school bus arms. She said she hoped that program would be equally as effective.

Ms. Mallek asked what the 12 Scholar's Studio topics were.

Ms. Berlin said that the six located at ACE Academy would be Venture (Entrepreneurship, Business, and Innovation), Solve (Science, Technology, Engineering, and Math), Thrive (Education and Human Development), Blueprint (Architecture, Urban Design, and Building Construction), Impact (Global Leadership, Law, and Social Justice), Savor (Hospitality, Eateries, and Recreation). She said that when the committee worked with students, teachers, and the community, those were the six that were chosen for ACE Academy. She said there would be six additional that would be at other schools.

Ms. Acuff said that Pulse (Health and Medicine) would remain at Monticello and Terra (Environmental Studies) which would be at Western.

Dr. Chandra Hayes, Assistant Superintendent for Instruction, said she had not kept track of which ones had been addressed already but all 12 together were:

- Blueprint (Architecture, Urban Design, and Building Construction)
- Encore (Performing Arts)
- Impact (Global Leadership Law, and Social Justice)
- Savor (Hospitality, Eateries, and Recreation)
- Solve (Science, Technology, Engineering, and Math)
- Terra (Environmental Studies)
- Vivid (Visual Arts)
- Venture (Entrepreneurship, Business, and Innovation)
- Thrive (Education and Human Development)
- Pulse (Health and Medicine)
- Nexus (Transportation, Robotics, Analytics, Information, and Logistics)
- Link (Information and Communication Technologies)

Ms. Acuff said these were all taken from the State's 17 career pathways and, after conversations with the community, they chose the 12 they thought best aligned with the jobs and industries in the area.

Ms. Mallek said she knew the kids at Western were very excited about the Ag teacher out there.

Ms. McKeel asked if the schools were using the pouches they had brought in to show the Board at a previous meeting to stow away cell phones during the school day.

Ms. Acuff said that she was unsure if they were still being used under the new bell-to-bell no-cell-phone policy. She said that the general rule was that if cell phones were taken to school, they must be stored in backpacks and turned off completely.

Dr. Hayes clarified that Walton Middle School had piloted the pouch last year, and currently, there were different options for schools to monitor cell phone use. She said that of course, the teachers had conversations with students to put them away in their backpacks. If students had lockers, they could put them in their lockers. She said that the key was constant monitoring, ensuring that all teachers, counselors, and administrators were sending the same message. This message was also communicated to parents and families through messaging, informing them of the policy and its consequences. When a student violated the policy, the phone may be put away for the first time, or confiscated and picked up after school by an adult. Alternatively, depending on the situation, the phone may be returned to the student.

Ms. McKeel said that she appreciated that they were focusing on making students responsible for obeying the rules. She said that regarding the speed cameras, the Lambs Lane Campus and Hydraulic Road were in her area, so she was out there all the time. She said that it really was wonderful how those speed cameras, with two hours of operation in the morning and evening, had changed the driving culture in that area. Certainly, there were still some speeders, but what she noticed was a reduction in speeding through that area at any time of day, which was really wonderful. She said that she hoped they would see safer road conditions at Western Albemarle now that they had cameras in that area as well.

Ms. McKeel asked if the Board could get an update on the Foundation for Education and the Director they had hired.

Ms. Acuff explained that three years ago, they established and launched the Albemarle Foundation for Education. She said that Ms. Berlin and she were the School Board members who were also on the Foundation board. That board was designed to provide for more systems changes in schools that were not easily incorporated into the operating budget. They recently hired a new executive director, Ms. Atalaya Sergi, who had now been in her new position for two weeks. She said that most recent project they undertook was taking over the Mount Zion back-to-school backpack bash, which was held at Ting Auditorium.

Ms. Acuff said that they had packed and handed out approximately 1,700 packed backpacks. She said that most of them were distributed that day, with more being distributed as children came into the schools for the year. She added that there would be more updates in the future regarding the progress of the Foundation.

Ms. McKeel asked if the School Board could provide more information on their goals with the ACE Academy as it related to the Chamber of Commerce and community job needs.

Ms. Berlin said that part of the planning and implementation of the career pathways at ACE Academy was guided by collaboration with business leaders. She said that they discussed this one-on-one with local business leaders as well as at quarterly business breakfasts, where they brought in business leaders from around the County and people from the cabinet and others from the school system to listen to their needs, as well as talking to students and parents. She believed that it was essential to raise those student and parent voices as well to understand what their needs were. And so, as the ACE Academy at Lambs Lane was being designed to provide necessary space to train students in their respective career pathways.

Ms. Berlin said that it would be a continuing conversation with businesses as their demographics and needs changed. She thought it was crucial to remember that this was a single point in time, but as they thought about the changing demographics and economy, they must consider what the future may bring. She said they designed it in a way that other things could come in as needed, because she believed it was essential. They often thought about it being just teachers returning, but it was not just teachers; it was custodians, business leaders, medical leaders. Therefore, they must consider the things that they were creating within ACE Academy, the things that they had within their career and technical program, which they were still a part of and had the majority of the students there, as well as what was happening at Western, Monticello, and AHS, because some of those studios would remain within those local high schools.

Ms. McKeel said that this work was also being done within the state's educational framework with criteria and performance standards.

Ms. Berlin confirmed that was correct. She said that they would discuss new criteria from the state at another meeting and how that influenced the higher-level planning of how they trained students for future careers that may not include college education.

Ms. Acuff said that the Board may recall their academy model, and what they were trying to do with these career pathways or these scholar studios was to provide for all of their students. She said that having those three academies had become very elitist, and maybe they had only 400 students out of their 4,000 high school students who were able to participate. The scholar academies aimed to do two things that she was particularly supportive of.

Ms. Acuff said that firstly, they broadened the avenues for students to pursue, and they provided a lot of on and off ramps. For example students could participate in the Pulse scholar studio without feeling pressured to become a physician; there were other career paths available. Secondly, they were working within each of these studios to connect with the community, bringing in speakers, facilitating job shadowing, and having interactions about job possibilities while students were going through the pathways.

Ms. McKeel noted that the community needed to be an active participant in this educational model as well. She also gave kudos to the school division regarding the SROs and said she thought this would be a positive change.

Mr. Pruitt stated that he was particularly glad to learn more of the specifics about the career pathways and that some of the career pathways would be focusing on elements of the arts. He said that he personally went to a residential boarding magnet school for high school to pursue creative writing, and that completely set his path and enabled his own success, so he saw those types of opportunities for children as extremely important. On that note, he would like to ask if any of the career pathways for the ACE Academy would be focused on creative writing.

Dr. Hayes said that there were multiple opportunities for students to engage in creative writing through high school classes on journalism, theatre, arts, or creative writing, or through the scholar studios. She said that they had not limited creative writing to one particular area; rather, it was embedded in the curriculum through different courses.

Mr. Pruitt said that he believed the general ban on cell phones was a very positive development for mental health and culture in the schools. He said that regarding the weapons detection system, he understood how it was necessary, but it was a bleak development. He asked if the faraday bags were used on a disciplinary basis.

Ms. Rosalyn Schmitt, Chief Operating Officer for Albemarle County Public Schools, explained that the Yonder Pouch was a pilot at Walton, one of their smaller schools. The purpose of that pilot was to test its feasibility and see how manageable it was. One of the feedback points was that it was just another thing to assess in terms of compliance, so rather than including the pouch as a variable, they decided it was not necessary and they had success with the other strategies mentioned by Dr. Hayes.

Mr. Pruitt said that he had a similar question regarding the weapons detection systems. He asked

if these new systems posed issues in terms of operations. He asked if the systems required constant monitoring throughout the school days to capture students and visitors arriving outside of peak drop-off and departure times. He said, similarly, what did the implementation look like at peak times.

Ms. Schmitt agreed with Mr. Pruitt's earlier comment that it was unfortunate that they needed this system. Today was the first day it went live at Monticello High School, so they were still learning the logistics of it. At the beginning of the day, the majority of students arrived on time, so they had set up multiple stations. Later in the day, they would have a single station at the front door for any late-arriving students, visitors, and for all doors to remain locked during the day, making the front entrance their only point of access.

Mr. Pruitt asked what staff was responsible for operating the system.

Ms. Schmitt said that both during arrival and throughout the day, the front desk was staffed by their school security officers, who were their school-based security positions, and some additional staff members. The School Resource Officer was only involved in the process if a weapon was identified.

Ms. Acuff said that she wanted to acknowledge Mr. Gallaway's long-standing and consistent advocacy on behalf of the arts programs in Albemarle schools.

Mr. Gallaway noted that he saw long lines outside of Monticello High School today, so he was concerned that the process of going through the weapon detectors may result in loss of instructional time. He asked what the expectations were in terms of when everyone should be in the building.

Ms. Schmitt said had anticipated it going a little slower today as everyone learned routines and what to take out of their backpack and so on. Their goal was that this would not impact instructional times and they would tweak the logistics to make that happen. She said that Mr. Gallaway had gotten to witness how it looked on the first day of implementation.

Mr. Gallaway said that he would like to commend Principal Barfield at Albemarle High School. It was his understanding that the business across the highway from the high school had had enough of people getting dropped off and picked up in their parking lots and had put their own security personnel out there to keep that from happening, which meant even more people had to cycle through the front parking lot because they could not do that trick anymore.

Mr. Gallaway said that the principal had been actually out there directing traffic himself yesterday, but his security coaches did a great job, and they seemed to be handling the situation well, without getting rattled. He thought it was impressive, and he would not have the patience to be able to do that job directing traffic and all that. However, he had said this last year, and he thought it was the same this year, and he knew there were bigger constraints or obstacles with the parking situation and everything. They just had more people cycling through, and Principal Barfield, of all the principals he had seen, had done the best job of it.

Ms. Berlin said that she would make sure she passed along those comments to Principal Barfield. She noted that it was an example of the many times their schools staff went above and beyond their express roles to ensure their students and families were safe and did not miss instructional time.

Mr. Gallaway said he had yet to meet Principal Barfield but he hoped to soon. He asked who the correct staff person was to set up school tours and if they should communicate through schools central office staff.

Ms. Berlin said she knew several School Board members would also be interested and that they would try to set up tours together so that Supervisors and School Board members could bounce ideas off of each other. She said she and Ms. Mallek had attended a tour of Western Albemarle High the previous year and she really appreciated it. Ms. Berlin said she would make sure information was sent out to the Board after the meeting.

Mr. Gallaway recalled that recently, the Board reviewed an application for an apartment complex that would be built adjacent to Agnor-Hurt Elementary School. The applicant had wanted to build a staircase to connect to the school property so residents could walk to the school, but had been informed the school did not want that connection. However, the other option for access would require students to walk through car traffic or take a much longer trek to the back of the property.

Mr. Gallaway said that he had made a point to note on the final approval that the applicant was still willing to provide that connection to the school property, and while the application would not be considered by the Board again, he would like to follow up on whether they could work with the developer to make that connection happen. He said that it would provide a much safer route to access the school than any of the alternatives.

Mr. Gallaway said that additionally, he knew the School Division was in the process of establishing collective bargaining. He asked if the School Board thought agreements would be reached this year.

Mr. Dan Redding, Chief Human Resources Officer for the School Division, explained that they were in negotiations with their union, the Albemarle Education Association. Their goal was to come to a tentative agreement over the next couple of months. Employees would have to ratify that agreement, and

the School Board would have to approve the agreement. However, the goal was about two months.

Mr. Gallaway said they were approaching their joint meeting for the fall where they would discuss economic outlook and budget. He said the most recent report on trailers had been shared with and discussed with the County Planning Commission recently. He said that considering it was from December 2024, he would ask that the most up-to-date information be shared with the County if possible so they could review any changes since that point in time.

Mr. Andrews expressed his appreciation for all the work being done by the School Division to improve and enhance safety and learning opportunities throughout the schools. He said that he appreciated the walking path being developed between the two Mountain View schools, which was an obvious example of their focus on safely accessing their schools. He thanked everyone who attended this meeting to provide this quarterly report to the Board.

Ms. McKeel said she wanted to add that a really good example of the connectivity Mr. Gallaway was talking about was at Stonefield, where they connected the apartment complexes with the strip mall up the hill to improve provide better connectivity.

Agenda Item No. 10. **Presentation:** Shenandoah National Park Update.

Mr. John Mahoney, Chief of Commercial Services for Shenandoah National Park, stated that in addition to commercial services, he also dealt with lands, utilities, and handled just about all external affairs from the superintendent's office. As the Board was aware, a park that stretched 110 miles and 300 linear miles of boundary required them to engage with the community extensively. This was interesting, as the administration recently issued Secretarial Order 3434, strengthening coordination with gateway communities. He said that order came out at the same time that the leadership turned over in the park, and they were all getting up to speed and trying to figure out how to meet with the eight neighboring Counties that surrounded the park.

Mr. Mahoney provided some brief background on the park. He said most of the Supervisors were familiar with it but some might see the park as the mountains to the west of here. He said the park encompasses approximately 90,000 acres, with roughly 14,000 of those acres falling within Albemarle County. For statistical purposes, Rockfish Gap, the closest entrance station, accounted for about 175,000 entrances into the park each year. The south district of the park, defined as from Route 33 south to Rockfish Gap, accounted for roughly 284 boundary access entries.

Mr. Mahoney said that in 2024 visitation, they had about 1.7 million people come through the park, a slight downward trend from their peak during COVID-19, which was around 2 million annually. The total recreational fee revenue was approximately \$11 million annually. As he mentioned, Rockfish Gap was part of their efforts to improve the flow of people, especially as they worked with gateway communities, and they were looking to implement changes. He said that for context, they were working with Front Royal, where 112,000 cars went through the park entrance in the month of October alone, so they were working to help manage traffic and make life easier for that community. His counterpart, Chief Ranger Eric Yount, was meeting with Front Royal tomorrow to discuss potential solutions.

Mr. Mahoney continued that regarding tourism, the last National Park Service economic impact study found that the park alone accounted for \$104 million spent on local gateway communities adjacent to the park, supporting 1,240 local jobs with a cumulative benefit back to the local area of \$145 million. He noted that they were one week out from final submission for their concession prospectus. About a year ago, many of them may have noticed some local news that it got recalled. They were three weeks out from announcing, but due to just turnover and a lot of additional legal compliance reviews, it got pulled back. They had to do a re-advertisement, which went out in late May. He said that all bids were due next Friday, and they were paneling it shortly thereafter, and they hoped to announce.

Mr. Mahoney noted that contract was for all lodging; food, and beverage; and all four campgrounds in the park, which was a huge thing for them. The gas station, Lewis Mountain cabins, three fast-casual restaurants, Big Meadows Lodge, Skyland, and other amenities were all contained in the contract. The contract was valued at close to \$530 million gross revenue over 15 years, with the minimum franchise fee back to the National Park Service of 14% annually. That contract was also going to cure \$10 million in deferred maintenance and required capital improvements.

Mr. Mahoney explained that the impact of this contract in Albemarle County was significant. Currently, they had four campgrounds, Loft Mountain, Big Meadows, Lewis Mountain, and Matthews Arm, all managed under the Federal Lands Recreation Enhancement Act and no tax is collected on that. He said once the campgrounds are privatized, as it pertained to Loft Mountain specifically for Albemarle, those campgrounds that fall within the boundaries of the County would provide an opportunity for taxable revenue. He said that they had roughly 25,000 stay nights in that campground and for projected revenue annually, they had about \$600,000 in revenue just out of that campground alone. He would be more than happy to provide more information as the statistics on how that went and so forth.

Mr. Mahoney said that as far as other issues that pertained to Albemarle, he believed they were all aware of the Sugar Hollow day-use issues. It was a City of Charlottesville island in the middle of the County adjacent to the park; they were a federal enclave with exclusive jurisdiction. The County could not go into the park, and they could not go out and force on County land.

Mr. Mahoney explained that he was from New York, which was a home rule state. It was very unique for him to understand all of these local jurisdiction regulations in Albemarle. He said that it was actually also really weird for him to understand that they actually did not really have formal relations with any of their neighboring Counties. He said that at the last park he was at for 13 years, Fire Island National Seashore, the only way they got things done was working with local government.

Mr. Mahoney said they were working through a comprehensive federal highway study to ease the flow of traffic. He added that not only was Front Royal an absolute disaster to get through during peak October, but Route 211 coming out of Sperryville was a concern as well. He said that Route 33 was not bad, but it was not great. They were working creatively to see how they could shift the flow of traffic south to better spread the demand. However, everyone wanted to be in the central district, Big Meadows, Skyland, where all of their commercialization was. However, they had hundreds of miles of hiking trails throughout the entire park, with the south district being relatively undeveloped.

Mr. Mahoney stated that they recognized this and were working to improve and create more visitor attractions. For example, they were working with the Shenandoah National Park Trust to construct an accessible trail in the Loft Mountain area, and they were also working on improvements to create more visitor attractions. Regarding lands issues, they were working proactively to stay ahead of potential blocked access issues. He understood that Ms. Mallek had met with their staff about a year ago regarding issues in the western part of the County. They were trying to stay ahead of these issues before they became major problems.

Mr. Mahoney said that they had some trails where they had extensive documentation in the solicitor's office that had not been followed up on due to turnover, and they were trying to figure out what happened and how to move forward. As a condemnation park, he recognized that there were infrastructure and lives here before the National Park Service came along, and that lands had changed over time. They were working to preserve public access rights and ensure that they were not trespassing on private property rights.

Mr. Mahoney said that, in terms of business in the County, they were working with the City of Waynesboro to improve connectivity. He said the Blue Ridge Tunnel had been a huge tourist boon, but people had realized that it was not just a fun experience, but also a logistical challenge in terms of access. Waynesboro was working to create a connector trail that went up along Route 250 through the park, providing a more convenient way for visitors to access the tunnel and then return to their cars. He said that this was something to keep on the County's radar.

Mr. Mahoney said that finally, regarding data centers, the park had been in contact and coordination with Dominion transmission and First Energy to address concerns about power and infrastructure, considering the utility companies' easement rights across the park land. He said regarding the 211 transmission line, that was being rebuilt due to its age. Dominion had reached out to his office about two months ago regarding the Jarmans Gap Line, and that was also on the path forward for Dominion to rebuild.

Mr. Mahoney said that the National Park Service was supportive of this, independent of what went on outside the park boundaries. He said they were seeing the fires happening out in California, and they saw the same issues that caused some of those in Virginia with 100-year-old infrastructure and overgrown trees right up against the power line corridor. If there was any opportunity that could provide more resilience in the park, the park was entirely supportive. He noted that they had their own share of recent fires in the Shenandoah area. Being cognizant of these risks, they were working to improve the power lines, make sure there were redundancies, and make them safer.

Mr. Mahoney said they were also aware of the challenges of working with private landowners, particularly when it came to deeded land. He said that if the park were to try to acquire the land for the power lines, it would be considered a land take, which would put them in a precarious position. Therefore, they were working with Dominion and other organizations to protect land rights while also protecting the natural resources.

Ms. LaPisto-Kirtley stated that she greatly appreciated the update on the park, and she would not mind getting more frequent updates considering how informative this was. She asked if the limited staff at the park was being managed effectively or if the lack of personnel was cause for concern.

Mr. Mahoney explained that they were currently under a hiring freeze, which had been extended. He said they were allowed to recruit emergency life safety positions, so their Chief Ranger position was currently advertised. Through Operation Opportunity, they were allowed to advertise lateral reassignments within the agency, so, they did have a couple of positions available. They had made a selection for a Deputy Superintendent, which needed approval from the Secretary's Office since she was coming from another agency.

Mr. Mahoney said that they had also selected an administrative officer who would handle budget and HR for the park, coming out of D.C., so they did have movement coming in to support the park operations. He said in regards to new positions, it could be a challenge to get organized charts approved right now. They were currently looking to optimize and see what they could do to make the park operation more efficient.

Ms. LaPisto-Kirtley said that sounded positive and she commended Mr. Mahoney for the way the park was currently operating.

Ms. Mallek said that she appreciated this update being given in addition to what the Blue Ridge Committee received on occasion.

Mr. Mahoney said that he would be presenting at that committee meeting next week.

Ms. Mallek said that he had mentioned Sugar Hollow, and she just wanted to say that they had really good collaboration in the past with rangers working with their Albemarle County Police Department (ACPD) and Fire and Rescue in emergencies. She said that during COVID-19, a spectacular seven-hour rescue really made everybody very aware of what their issues were up there. She wanted Mr. Mahoney to be optimistic about that, so he knew he could count on them.

Ms. Mallek said that one of her dreams was that someday they would have a kiosk and a weekend ranger at Sugar Hollow, similar to what they have at White Oak Canyon, which she thought would be a welcome addition. She said once they got all the other changes made, she envisioned providing a bit of an official welcome to travelers who came and went up the North Fork. Regarding Old Browns Gap, the 637, the formerly VDOT maintained section, which was now seriously eroded away and had no way to get equipment in, so managing foot traffic would be dicey, but she thought that was the best they could do right now unless they could find another way around.

Ms. Mallek said there was great interest among community members to have a historic marker 810 to inform people who wanted to hike up and over the mountain to Goshen that this was public access, as it looked a lot like a private farm driveway right now. She said that they needed to be able to inform people of their right to walk up and over the mountain. A group of people was working on that, and they would get the park more involved when they could.

Mr. Mahoney said that he appreciated that, and he thought it would be beneficial to include the Shenandoah National Park Trust, as they were allowed to do a lot of things off property that it was a challenge for the park itself to work through. He said the Trust was a third-party philanthropic arm and could be a positive factor in those efforts.

Ms. Mallek asked if First Energy was a private company that was involved in utility work. She said that Dominion was the entity that had the right to eminent domain of the park land for utilities.

Mr. Mahoney said that First Energy was located on Route 211, which was between Page County and Rappahannock County.

Ms. Mallek asked if they were also working on Jarmans Gap.

Mr. Mahoney said that that was Dominion; there were two different organizations.

Ms. Mallek said that she just wanted to make sure that because of that low catenary on Jarman's Gap, it could be quite intimidating when one was hiking up there, so she did not want any amateurs to attempt that.

Mr. Mahoney said that he agreed. He said that at Big Meadows, the line coming out of Madison on that was also being rebuilt by Rappahannock Electric. He said that everyone was aware of the situation; nobody wanted to be the utility company responsible for burning down Shenandoah National Park.

Ms. McKeel said she had multiple questions in her notes related to fire. She asked what the condition of the park's trees was currently, as it related to fire risk.

Mr. Mahoney said that there had been a significant tree mortality occurring due to the hemlock woolly adelgid, spongy moth defoliation, emerald ash borer and another tree blight he could not remember. There had been a notable tree die-off. Generally speaking, they were not currently in a high fire danger, as it had been wet. He said that when they did have fires they tended to creep rather than crown but that did not necessarily make it any easier or calmer. He said that they were exploring revegetative efforts in some of their more developed areas; however, a lot of it was a natural process of revegetation.

Ms. McKeel said that despite the humidity being high, they had not had significant rainfall and that there were portions of Albemarle County that were extremely dry. She said Albemarle's Fire Department frequently responded to fires that started due to discarded cigarette butts and campfires. She asked what the park's efforts were to prevent carelessness from resulting in wildfires.

Mr. Mahoney replied that when it came to backcountry camping, of the 200-some-odd thousand backcountry entrances and those using the Appalachian Trail and getting backcountry permits, there was a burn ban in effect 365 days a year. There were no open fires permitted in the backcountry. For the front country, if fire conditions reached a point where they were in a high fire danger, they issued a park-wide burn ban.

Mr. Mahoney said that they instructed their concessioners not to sell firewood. Rangers were actively patrolling through the campgrounds, ensuring that folks were not burning and issuing tickets accordingly. What they also did, if it got extremely bad, was call the utility companies and instruct them to shut off the power for the day. This included Big Meadows, Loft, and all other areas. He said that he frequently discussed this issue with utility companies, sometimes multiple times per week.

Mr. Mahoney said that during the significant regional wildfire event in March a couple years prior that there was not a single fire that originated in the park. He said they shut off power to the empty and unused buildings which prevented downed powerlines from creating any fires. He said there was fairly significant damage and that most buildings remained without power for two to three weeks due to the number and severity of the downed lines. He said they were pretty proactive on making calls like that.

Ms. McKeel expressed her appreciation for the park's support for upgrading aging infrastructure, including powerline upgrades, which would improve safety. She said that it was good to know that some of that necessary work would be happening soon. She said that she recalled a previous park ranger had warned the County about imminent dangers with wild boars.

Mr. Mahoney said that he was not aware of wild boars being an issue in Shenandoah.

Ms. McKeel asked Mr. Mahoney what the one thing he would like to see happen with the park if he could choose one.

Mr. Mahoney said his check-in with Federal Highway Administration (FHWA) was fresh on his mind right now, and with all the crowding as they were going into October, he would love it if they could figure out a way to better control egress and ingress coming off of Rt 211 and 33. Fortunately, these were not problems for this Board to figure out, and they were working with VDOT and FHWA to figure out how they could better get people into the park. Front Royal had its issues getting in, coming in off of 211 from Sperryville. It was not uncommon for traffic to back up three miles down the mountain in October.

Ms. McKeel thanked Mr. Mahoney for his outreach to the Board and said she looked forward to their next update.

Mr. Mahoney said they were going to make a point to visit the Board frequently and that part of the guidance from the Secretarial Order was to work with neighboring localities present their plan for changes ahead of time when they had major projects so no one was caught off guard. He said the Board could consider him their point of contact.

Mr. Pruitt said that Mr. Mahoney had mentioned about the privatization of some of the short-term stay opportunities that were available inside the park and how that was going to make them potential revenue sources for those Counties, including theirs, which was a positive development. He said that in Albemarle County, they had an uncommonly high transient occupancy tax, which they were generally comfortable with because they had amenities that were only available there, so there was not much option, and they moved in lockstep with Charlottesville. However, they did not move lockstep with Rockingham County or Augusta County or wherever the other three campgrounds were.

Mr. Pruitt asked if it had been discussed at the park that the one short-term stay that was in Albemarle County would necessarily be much more expensive. He asked if the park staff had grappled with as they were looking to privatize these amenities.

Mr. Mahoney said that in terms of their Counties where their overnight facilities were, most of them were located in Page County; Page County generated roughly \$1.2 to \$1.3 million in lodging tax annually from Delaware North, which was comprised of 190 hotel rooms at Skyland and 130 hotel rooms at Big Meadows. The Big Meadows campground was 100% located within Page County, so Page County would be the benefactor of that. He did not know what the lodging tax rate was for Page County. The Matthews Arm Campground, located about 10 miles north on 211, was also in Page County, so they would also be the benefactor of it.

Mr. Mahoney said that the other campground, Lewis Mountain, was within Greene County, and they were seeing roughly \$30,000 to \$40,000 per year generated from lodging tax of the seven Lewis Mountain cabins. Regarding the finances associated with it, they had done a comprehensive financial analysis through a third-party firm, CHM Government Services, who had prepared their prospectus documents. They had gone through every aspect of accounting that Delaware North had, and they had reviewed their records going back 10 years, doing significant market comps of other campgrounds in the area.

Mr. Mahoney said they had locked in on the maximum price that any of those campgrounds could support would be \$50 a night, within the next three years, assuming improvements happened. They did recognize that there would be some glamping at other improvements that a concessioner may want to bring in, and they had that accounted for in their modeling.

Mr. Gallaway said he just looked it up and saw that Page County's transient occupancy tax was 10%, raised from 5% a few years ago. He thanked Mr. Mahoney for the report and said he did not have any further questions.

Mr. Andrews expressed his gratitude for the report and intent on working together with the park. He said that an annual report would be great for the County to receive. He asked if potentially the park could work with the Charlottesville Albemarle Convention and Visitors Bureau (CACVB) to further collaborate on tourism opportunities.

Mr. Mahoney said that he was interested in that and that he would greatly appreciate if this Board or the Blue Ridge Committee could facilitate that conversation.

Recess. The Board adjourned its meeting at 2:58 p.m. and reconvened at 3:11 p.m.

Agenda Item No. 11. **Presentation:** AC44: 2025 Buildout Analysis Presentation.

The Executive Summary forwarded to the Board states that in early 2022, the AC44 Comprehensive Plan update began with Phase 1, which evaluated the County's existing Growth Management Policy. Part of this evaluation examined if the existing boundaries of the Development Areas could accommodate future residential and non-residential growth over the next 20 years. The 2022 Land Use Buildout Analysis concluded that the existing limits of the Development Areas appeared to provide sufficient capacity to meet projected future demand of residential and non-residential land uses over a 20-year time horizon when considering maximum theoretical buildout (see Attachment A).

However, the 2022 Buildout Analysis also noted several challenges to achieving maximum theoretical buildout due to a variety of different factors (e.g. the cost of land, local and state requirements, the misalignment between the existing zoning map and the future Comprehensive Plan land use designations). To illustrate the magnitude of these challenges, the 2022 Buildout Analysis cited that only 58% of the maximum number of dwelling units recommended by the 2015 Comprehensive Plan were ultimately approved for residential rezoning applications from 2016-2021.

Throughout Phases 2 - 4 of the AC44 Comprehensive Plan update, the Board of Supervisors has requested updated information about the capacity of the Development Areas.

In April 2025, staff retained a local planning and engineering firm, Line+Grade, to create an editable, digital tool that could replicate the same research approach and methodology utilized by the 2022 Buildout Analysis, but use updated development information to reevaluate the capacity of the Development Areas. The results of the 2025 Buildout Analysis are found in Attachment B.

In addition to the updated analysis and digital tool, Line+Grade provided staff with recommendations about how the analysis can be improved in the future. For future analyses, staff will have the ability to integrate these recommendations, evaluate different development scenarios, and conduct the capacity analysis on a more frequent basis. The tool is anticipated to assist with the future implementation of the Comprehensive Plan. In addition, the tool is expected to assist the Board with the evaluation of proposed rezoning decisions and the related impacts of those decisions on housing availability.

There is no budget impact associated with this agenda item.

This Executive Summary is intended to inform the Board of the updated land use buildout analysis and to address Board questions. No action is required at this time.

Mr. J.T. Newberry, Senior Planner II, stated that he was joined that afternoon by Deputy County Executive Ann Wall, as well as other colleagues from the Department of Community Development who would help answer questions that may arise as a result of today's presentation, as well as their consultant on this project, Jeremy Goldstein from Line + Grade.

Mr. Newberry stated that as the Board was aware, they were currently in Phase 4 of the AC44 process. Attachment A in today's materials, which was published early on in the AC44 Comprehensive Plan update, was the "2022 Land Use Buildout Analysis." That document proved to be very integral to how the AC44 process had moved forward through Phases 2 and 3. As the process had progressed, the Board had requested updated information about what was happening in their development areas.

Mr. Newberry said that today's presentation was aimed at providing updated information about what was happening in their Development Areas, covering the time frame from January 1, 2022, through the first quarter of 2025. There was no action required from the Board today, so staff was seeking the Board's feedback and questions on the analysis. They would return again in January 2026 to look at other information the Board had requested, such as a draft scorecard. They would also have an updated capacity analysis that used a more market-based lens to examine this information. And they would have the opportunity to respond to any questions or feedback the Board would give them that day.

Mr. Newberry explained that the buildout analysis' information was essential to implementing the goals of AC44 as well as several of the Board's Strategic Plan goals. Internally, staff had been thinking about it as snapshots in time that provided a sense of where they were currently and helped orient them to how far they were from their future goals. This analysis revealed questions they should be asking and strategies they should pursue to reach those goals, particularly in relation to housing and economic development.

Mr. Newberry said that this information would also be helpful as the Board considered current development proposals, such as rezonings and special use permits. As a reminder, this information only looked at development within their designated growth area and their five master planned Development Areas. He noted that Attachment B included a graphic outlining the different neighborhoods and communities included in each of their Master Plans.

Mr. Newberry stated that he would briefly review the history of this analysis. Over the past 15 years, there had been two staff-led analyses. The first was in the 2015 Comp Plan, and the next was the 2019 Growth Management Report. He said that these documents were similar but not identical. He said that Attachment A was the 2022 report developed by Kimley-Horn. He explained that staff they had replicated that methodology and approach for the 2025 analysis, so that for the first time, they could actually look at these numbers over time and try to have an apples-to-apples comparison of the observed trends.

Mr. Newberry stated that before they looked at the results, he would define some of the terms and exact methodology. One of the terms was "developable" or "redevelopable." On page 5 of Attachment A, one would see the beginning discussion of the criteria used for different land use types for parcels that were considered developable and redevelopable. He explained that a common factor was often that the land value was greater than the improvement value, but there were some specifics depending on the land use types, and those included residential, office, industrial, commercial, and hotel.

Mr. Newberry continued to explain that another term they were going to talk a lot about was "theoretical maximum buildout," and that was really looking at what was the maximum amount of development that was called for in the Comp Plan. These results were based on the 2015 Comp Plan. Just to give one example, if they were to look at one acre of developable land that was designated Urban Density Residential, the Comp Plan called for a density range between 6 to 34 units per acre, and so they would be looking at that as having 34 dwelling units per acre.

Mr. Newberry said that at its highest level, the 2022 report was over 70 pages of information and analysis, but at its broadest level, it was adding the development pipeline, which were projects that were either approved but not yet built or currently under review, and it was adding it to that calculation of that theoretical maximum buildout. This result gave them their total capacity. One example of a project that would be within the development pipeline was the construction of Old Ivy Residences.

Mr. Newberry said that it was a good example of a project that was currently under construction, approved, but not yet built. That would be captured in this analysis by the development pipeline. There was a sophisticated calculation involved with the theoretical maximum build-out calculation. He explained that first, those developable parcels were identified, then there were some assumptions that were applied to those parcels that removed area for things like steep slopes or floodplain.

Mr. Newberry said that it also provided area for roads or other infrastructure as well as required open space. That provided a developable acreage for that particular parcel, and then the analysis included a set of assumptions of how densely that would develop. The graphic on the screen here showed a few of the different land use types, and as an example, the Neighborhood Density Residential Low line included only residential uses, so they would look at the recommended density for that land use and apply 100% of the developability to residential uses.

Mr. Newberry said that if it were more of a mixed-use category, there would be a portion of that developability that would go to office uses and commercial uses as well as residential. He said that this was just broadly, theoretically how it worked. He said that he would quickly go through the 2022 information for both residential and non-residential as it had been a little more than three years since they had reviewed that. They would pause briefly on the 2025 results, and then there would be a comparison slide where they could see it all together.

Mr. Newberry stated that the 2022 analysis determined that the total theoretical maximum buildout would result in just over 24,000 residential dwelling units. In 2025, they saw that the total had decreased to just over 21,600 units. For the first time, they had a chance to compare some apples-to-apples numbers, and they could see that one portion of the development pipeline had increased, while the number of projects that were approved, the number of units that were approved but not yet built, and those that were under review had decreased. Then the overall, the theoretical maximum buildout had also decreased.

Mr. Newberry said that as included in Attachment B, one significant portion of the explanation of this decrease in capacity was going to come from those units that had been built over the past three years. He said that there had been some healthy construction activity that had taken place. In total, there had been nearly 3,000 units that had been built, and the 2022 analysis said that to meet the projected demand over 20 years, they needed to be building about 675 units a year. Over the course of this time frame, their average had been well over 700 units, so they were currently developing at a pace that would meet the projected future demand.

Mr. Newberry said that to review non-residential, in 2022, they had 1.9 million square feet of retail/commercial space, 2.7 million square feet of office/institutional space, 2,554 hotel rooms, and 5.5 million square feet of industrial space. In 2025, they had updated figures, and then finally, they had the comparison of the two reports' non-residential findings

Mr. Newberry stated that next, he would like to talk a little bit about some overall findings. He explained that the 2022 analysis calculated that there was about 6.9% of the Development Areas remaining for future development. This updated analysis found that there was about 6.1%, and 1,446 acres. Just over half of that was vacant, so 813 of those 1,446 acres were currently vacant. He said he would talk a little bit more later about some of the implications of their remaining development capacity.

Mr. Newberry said that another figure that had been talked about quite frequently throughout the

course of AC44 was the degree to which they were approving projects towards the maximum recommended by the Comprehensive Plan. He stated that the language on page 46 of Attachment A gave the full context of that 58% figure, which explained that from 2016 to 2021, the actual approval of residential rezonings was 58% of the theoretical maximum buildout.

Mr. Newberry said that as seen in Attachment B, the 2025 analysis found a very similar figure that overall for all of the residential rezonings and one special use permit that provided for more residential units, they were now at 56% of that theoretical maximum buildout. With that being said, he thought it was essential for the Board to consider the full distribution of all of these approvals. In particular, he wanted to draw attention to one of the approvals that he thought the Board would remember, and that was related to North Fork.

Mr. Newberry said that in the first column of the approved density versus theoretical maximum density chart, one could see there was 1,403 dwelling units that were approved at less than 50% of their theoretical maximum density, but nearly all of that figure was dedicated to the residential units approved at North Fork. That approved up to 1,400 residential units on 172 acres of Neighborhood Model District zoning. The way this analysis would look at residential within that very large park, over 550 acres was within North Fork. There was a portion in the 2015 Comp Plan that was dedicated to residential units, and it was called for at a density of 34 units an acre.

Mr. Newberry explained that the area that was approved for residential units within North Fork recognized that the park contemplated some residential, but it really skewed this figure in a way that did not feel like it was accurately capturing the vast majority of the work that the Board had approved between 2022 and the first quarter of 2025. If they removed just that one project, for example, that 56% approval rate went to 70%. He noted that having looked at this data closely, that felt like it was more of a representative figure of what the Board had been approving. Additionally, with the distribution of the other projects, the vast majority of units fell within that 50 %to 79% range, but they had many that even went above that 100% approved density figure.

Mr. Newberry said that as they thought about these numbers, he thought it was really important that they recognized they were talking about theoretical maximum capacity and that it was very difficult for projects to do that consistently throughout the Development Area. The 2022 analysis included a number of constraining factors that were still very relevant and applicable to the remaining capacity that they had today. Things like the cost of land, the mismatch between existing zoning and their Comp Plan were just two examples.

Mr. Newberry stated that the analysis was really revealing for the County where they needed to be looking if they wanted to be closer to reaching their Comp Plan goals. Some items that they had identified so far were related to redevelopment activity. Approximately half of that remaining capacity were parcels that had structures on them already. Therefore, they must consider how they could support folks that were going to be redeveloping their property in a way that more closely aligned with the Comprehensive Plan.

Mr. Newberry said that this was especially true within the activity center areas. They wanted to think about how they could make sure that they were being strategic in investing in public infrastructure in a way that was going to leverage private investment as efficiently as possible. They wanted to evaluate opportunities to align their land uses in a way that could spur development activity. And they also had strong recommendations from the recently adopted Economic Development Strategic Plan, as well as other steps of the AC44 process that were aiming to improve review processes.

Mr. Newberry stated that one big takeaway that he wanted to make sure was not lost in today's presentation was that with the help of their consultant, they were moving away from these sort of static PDF reports that they would be capturing one snapshot in time every few years. They now had an editable Excel-based digital tool where they could run different modeling scenarios. They could use this to evaluate current development proposals. It could be especially helpful not only for Community Development but other departments such as Schools.

Mr. Newberry said that they had other agencies that were constantly interested in updated information about their development areas, such as Albemarle County Service Authority (ACSA). He said that staff was really excited that this was now moving from kind of a static method to one that was more dynamic. He said that at the next meeting scheduled for January 26, 2026, they would be bringing forward using this digital tool, integrating more of a market-based approach to try to figure out, in a more detailed way, how their current capacity could serve their Comp Plan goals, as well as a draft scorecard.

Ms. LaPisto-Kirtley asked if Mr. Newberry could elaborate on the reason why the approved density had gone down from 58% of the theoretical maximum density to 56%.

Mr. Newberry said that staff had not reviewed the numbers in a way to think about all of the reasons why; they had just been doing the calculus behind what it was actually yielding. He said that that number comes from looking at for all of the projects that were approved over the time frame, the total number of units that were approved, and the total theoretical units that could be built. It was 5,600 units that have been approved, and theoretically it would be just over 10,000.

Ms. LaPisto-Kirtley asked if staff could provide possible reasons for this at the January meeting. She said that it seemed like they should be heading in the opposite direction of this trend.

Mr. Newberry said that regarding the distribution of all the approved projects, he hoped the Board would focus on the fact that if they did not count the North Fork project, they were at 70% approved density, so in that case they were indeed moving in the right direction.

Ms. LaPisto-Kirtley asked why North Fork was skewing the results so heavily.

Mr. Newberry replied that the majority of that 550-acre park was designated in their Comprehensive Plan for office, R&D, flex, light industrial. The Comprehensive Plan had no recommended density for that designation. Although there was that small portion of the park that would call for 34 units an acre, it did not feel quite fair to apply that density to North Fork, but it was consistent in how they had applied it to all the other projects. In being strict with their calculus, staff got to 56%, but taking that step back, 70% was applicable to all the other projects they had approved.

Ms. LaPisto-Kirtley asked if it was correct that the 56% was skewed by North Fork.

Mr. Newberry confirmed that was correct.

Ms. LaPisto-Kirtley said that that made sense. She said that she appreciated that they had been building more units per year than the projected number they had originally targeted to keep up with growth.

Mr. Newberry confirmed that was correct; 700 units per year was the average between January 2022 through the first quarter of 2025.

Ms. LaPisto-Kirtley quoted a line from page 53 of the report that said, "Furthermore, having a long-range vision that is not realistic or achievable creates uncertainty which can make it difficult for developers to accurately plan, finance, and develop their property." She asked if Mr. Newberry could explain that a bit more.

Mr. Newberry explained that that section of the report was really looking at some of the constraining factors that limit projects from reaching their full potential. It appropriately acknowledged that maximum theoretical buildout was very difficult to achieve. The analysis was recommending something that was more in line with what was actually the prevailing development pattern. He said that this report was meant to get some sense of what was happening over time in an apples-to-apples comparison, and in January 2026, they would have the chance to come back with a more updated approach and methodology.

Ms. LaPisto-Kirtley asked if Mr. Newberry could clarify the information on slide 23 about the developable acreage in the Development Area. She said that as she read it, it said there were 633 acres that were developable and 813 acres that were developable and vacant.

Mr. Newberry said that out of all the developable acreage in the County, 56% or 813 acres were currently vacant, while 44% or 633 acres were developable but currently had an improvement value of more than \$1,000.

Ms. LaPisto-Kirtley asked if that meant some properties may currently have houses or other structures on them, but had development potential.

Mr. Newberry replied yes; many projects that came forward in the past had been for greenfield sites that had not required any kind of redevelopment work at all. He said that one of the intentions behind this slide was to say moving forward, there was less and less of that greenfield property out there. Therefore, thinking about projects that could benefit from redevelopment strategies were going to be especially helpful moving forward throughout the lifespan of AC44, because just over half of their land was completely vacant, but 44% or 633 acres of that 1,446 total acreage contained some type of structure.

Ms. LaPisto-Kirtley said that she was trying to understand how that was pertinent. She said that she would assume a house would be demolished in the case of redevelopment, unless it was a historically significant structure.

Mr. Newberry explained that the availability of those large tracks that he was describing was less and less. Therefore, they were often talking about very small acres or areas where there would need to be an assemblage of small lots to get a critical mass that you could bring forward a development project on. The purpose behind the slide was to just indicate that more often, they were going to be seeing projects where existing improvements had to be razed in order to make way for new development.

Ms. LaPisto-Kirtley asked if a property was considered developable if it was not up for sale. She said, for example, if someone lived on acreage and had no intention to sell, if that land was considered developable.

Mr. Newberry said that in the analysis for the residential land use type, it would require that the land value be more than the improvement value, and then it would have a minimum acreage of two acres in order to be considered developable under this analysis. However, Ms. LaPisto-Kirtley brought up an excellent point that in the real world, there could be property owners that did not want to develop according to the intents of the Comp Plan.

Ms. LaPisto-Kirtley said that she did not understand how land could be considered developable unless the owner was willing for that development to occur.

Mr. Newberry said Ms. LaPisto-Kirtley made a good point. He said that this was the approach used in the 2022 analysis and staff continued with that methodology in this updated analysis. This work had been at a high level and did not consider individual property owners as a variable. He said that however, he agreed Ms. LaPisto-Kirtley had brought up a valid point about a significant constraining factor, and staff was glad to incorporate that feedback into their future analyses.

Ms. Mallek said that when they had looked at this previously, there was a lot of discussion about outdated shopping malls and giant parking lots and things, which were excluded totally from being considered in the 2022 analysis. She said that she understood the point about keeping the methodology fairly similar so they could see trends, but that seemed like a really important thing to figure out how to involve that information in some way. Otherwise, they were just ignoring a pretty substantial area. She said that she would just leave that thought with staff. She asked if there was a map of the areas that were excluded from consideration.

Mr. Newberry said that yes, because this analysis was an Excel tool, it could be put into their GIS software and a map could be created.

Ms. Mallek said that she was glad to hear it was a possibility. She said that on another note, she thought many people over many years had heard her asking for where the 34 units per acre magic number came from. She said that nobody had ever supplied any answer. She was just putting that out there because she felt rather frustrated that they were continuing to beat themselves over something that had no discussable basis. She said that she did not blame staff for using that number, but it remained a serious concern of hers.

Ms. Mallek said that regarding Slide 16, it sounded like the reason the numbers were falling was because some of those were hitting the market, and therefore they were not in the pipeline anymore. She said that regarding terminology, "developable" to her should refer to the physical ability, not whether somebody owned it or put it on the market or anything else. She thought the constraints were really important, and Mr. Newberry had mentioned that eventually they would get to more accurate numbers as they worked through all of the particular designations with steep slopes and other non-developable acreage on parcels; however, they had to have something that could be fairly understandable by everyone.

Ms. Mallek said that considering the theoretical maximum, it was harder than it looked, she thought, to get the maximum when applicants did not see it in their business model to do that. She said that they had heard many times over many public hearings, plenty of Commissioners had asked why developers did not want to make a six- or seven-story building in areas that seemed prime for taller developments. She said that the developers' response was often that they just were not applying for that and it was not a factor in their proposal.

Ms. Mallek said that that was another situation where she did not want the County blaming its own policies for situations like that, which was not their choice unless they started to deny all the four-story rezoning requests in order to force developers to consider different types of developments. She said that she did not see a clear solution, but she did not think the County was the originator of these developments; they usually were only the reviewers of these applications and their job was to ensure the applications met all the zoning requirements.

Ms. Mallek said that as long as that was the process, then she supposed the guidelines had to be made stricter or something if they were going to try to force this higher density in places where there were not physical constraints. She said that she thought the private investment role was really important that they not forget that. She said that she thought the market would help them with that, especially because their market here was so different from other Counties around them.

Ms. Mallek said that there were a lot of Keynesian economic principles that did not apply here, as they had an unlimited supply of people who graduated from the University of Virginia and wanted to return to the area when they were financially stable, creating an insatiable demand for goods and services. She said that in that regard, the market could solve some of these issues itself over time.

Mr. Gallaway left the meeting at 3:46 p.m.

Ms. McKeel said that recently, their Economic Development Authority (EDA) and the Board of Supervisors had worked together to pass a Strategic Plan. A key component of that Strategic Plan was job creation in their community. She said she would like to understand how this Strategic Plan related to what they were seeing here in the Buildout Analysis.

Mr. Newberry said that he believed that they needed to integrate the recommendations of the Strategic Plan, as it was a component of AC44 and informed their approach. He said that this Strategic Plan would also guide the future buildout analysis and scorecard. He noted that there were some valuable recommendations in the Strategic Plan that would directly impact the future iterations of the buildout analysis.

Ms. McKeel asked if that may be part of what staff brought back for their update in January.

Mr. Newberry confirmed that was correct.

Ms. McKeel said that was great to hear. She said that she was especially concerned about how the Buildout Analysis may inform the County on how they should handle strip malls, vacant storefronts, and the associated parking spaces. She said she would like to know if there would be recommendations on how to address these issues, even though they were private property. She said that tangentially, she would like to hear more about form-based code and whether that could assist the County in achieving some of these goals for building out the Development Areas.

Mr. Michael Barnes, Director of Planning, said that Ms. McKeel's questions were really getting at was the larger question of how to incentivize the redevelopment of these activity centers, many of which had those older malls. To start, they needed to set the right incentives to encourage that redevelopment. One way to do this was through form-based code, which would allow them to provide the form that the market would support, while also giving them the flexibility to create community gathering spaces, such as streets or plazas, that fostered a sense of public space, along with plenty of room for residential development and economic job growth.

Mr. Barnes said that their team, led by Margaret Maliszewski and Mariah Gleason, was working hard to rewrite the form-based code. One of the key takeaways from their previous code was its focus on the Rio area, specifically the intersection of Route 29 and Rio Road. However, they had received feedback that this area may not be ideal for community gathering spaces due to traffic concerns. As they moved forward, staff was looking at how this plan would play out in that area. More importantly, they were aiming to create a form-based code that was both development-friendly in terms of ease of use and also would build the form that they looked for in their community. Their team was almost complete with a draft, which they planned to circulate with stakeholders and other community members. They hoped to present the final form-based code to the Board by the end of the year.

Ms. McKeel said that she hoped she would be able to see that report before she retired from the Board. She said that it sounded like they were trying to make the form-based code more applicable.

Mr. Barnes said that was correct. He said that some of the feedback he received from developers who had used the form-based code was that it had some elements that were difficult to use and implement, and did not work well in real-world situations. That was part of what they were trying to address, making it more streamlined and straightforward. He said that this was related to their development and redevelopment potential in the community. This was an area that several of the Board members had discussed, and he thought it was an important one to consider as they moved forward with the form-based code.

Ms. McKeel said that she greatly appreciated the information on form-based code. She said that additionally, she wanted to bring up the Old Trail development in Crozet, which initially was proposed to provide 2,200 units, but now was expected to bring a maximum of 1,200 units. She said this was important for the people of Crozet to know and asked if Mr. Barnes could expand on how this related to the theoretical maximum.

Mr. Barnes said that he thought one of the biggest takeaways from this analysis was that it was a macro-scale approach, and it was not necessarily applicable at the individual parcel level. It was challenging to apply this theoretical maximum in a practical sense. What they were doing was a percentage of the development, and it was highly context-sensitive. The suitability of a parcel for development depended on various factors, such as floodplain, steep slopes, flatness, proximity to transit lines, and more. These factors could greatly influence the density that could be accommodated on a parcel. For example, the Old Trail area had undergone significant changes over time, influenced by various factors, which was why it had been built in a particular way. Additionally, the will of the Board at different points in time had an effect on where things were built, so these results were a reflection of that as well.

Ms. McKeel said that they heard all the time that Crozet was bearing the brunt of the development in the County but that there was also significant development happening on 29 and other areas. She said that this showed the reduction in potential development in Crozet.

Ms. McKeel asked if staff felt that the Neighborhood Model District was working as it was supposed to. She said that she had noticed many developers returned to the County with concerns that they could not find commercial tenants for the spaces they had built and therefore wanted to convert that space into residential units. She said that in theory, it was not necessarily a bad thing to have happen, but in terms of what the expectations were for that type of development, she was interested to hear about the effects of planning for, and then later losing, that commercial space.

Mr. Barnes noted that he worked for the County from 2000-2003, and when he began the job, Neighborhood Model had been created as a zoning district about a month prior. He recalled it being introduced and one of the main reasons for its implementation was the mixture of uses, particularly trying to incorporate commercial spaces within buildings. He had heard comments before about the challenges of mixing commercial uses within buildings.

Mr. Barnes said that it was also important to remember that the Neighborhood Model was designed to address issues in neighborhoods that had been built several years prior, which lacked basic amenities such as sidewalks. The model aimed to improve connectivity and incorporate the 12 principles, which were not all related to commercial development. At the time, it was unlikely that the changes in the

commercial market, such as the rise of Amazon, could have been foreseen.

Mr. Barnes said that he thought it was essential to be sensitive to the time period they were in and adapt their approach. That was part of what they were doing in AC44, where they took the Neighborhood Development model and reworked it into a series of design standards to guide the form and function of new development. Incorporating a mixture of uses within buildings could be challenging. He hoped that with the form-based code, they could also find ways to introduce flexibility in how this was implemented.

Ms. McKeel said that she really appreciated that. She could see the changes that had been made through AC44 with the Neighborhood Model. Although she was a bit out of her depth with form-based code, Mr. Barnes had helped her understand it a bit better. However, adjusting both the Neighborhood Model and form-based code brought them back to her original point about many of the things they did in the County. She said that they tended to repeat the same approach for 40 years and expected a different outcome. She was concerned that they needed to go back and reevaluate what they were doing and ask themselves if they needed to adjust or change their approach.

Mr. Barnes said that Mr. Newberry had effectively highlighted the importance of this tool, which was that it was supposed to be helping them identify the right questions to ask. Part of that was understanding what they needed to do as a community to spur redevelopment, whether it was through regulatory changes, investments in infrastructure, or other services. The more urban an area became, the more it required urban services and infrastructure, which was a factor of increased population density. By specifically investing in infrastructure, they could help lay the groundwork to achieve the theoretical maximum of this analysis, especially in areas they want to be activity centers.

Ms. McKeel said that one important aspect was that time was money to developers, so the County must ensure all applications were processed efficiently and without delay.

Mr. Barnes said that he would just conclude by saying that everything they were discussing was a matter of fitting together various puzzle pieces. He said that they were figuring out how to put them together, and he was excited about that, because they were heavily focused on identifying the tools that would help them reach that goal, both within their department and, more broadly, through the questions being asked by this Buildout Analysis.

Mr. Pruitt asked if there were any efforts in the Buildout Analysis either currently or moving forward to try and disaggregate owner-occupied from non-owner-occupied properties. He said that it seemed highly relevant when they were considering a focused strategy on redevelopment. He noted that redevelopment was a dramatically different proposition for owner-occupied properties and non-owner-occupied properties.

Mr. Newberry replied that there was no consideration of that factor in the 2022 or 2025 analyses. He said that he could look to their consultant and ask if that was a factor that would be taken into account in their future capacity analysis.

Mr. Jeremy Goldstein, Line + Grade, said that he thought that the answer was that it was something they absolutely could do in the future. He said that part of the intent of moving to a tool-based method was to apply a range of assumptions and scenarios that could help them explore the implications of change. He said that as long as they had adequate data on which parcels were owner-occupied and which were not, then they were certainly in a position to start doing that analysis.

Mr. Andrews noted that unfortunately Mr. Galaway had to leave the meeting and could not make comments on this item.

Mr. Andrews said that referring to the 2022 versus 2025 findings for residential properties, the chart provided showed that 2025 was quite a bit lower from 2022, with 2,489 units. However, if he understood it correctly, the next chart showed that there were 2,900 units during this time, if they added those together that were built and issued certificates of occupancy; they were not included in this anymore because they were no longer in the pipeline and had been completed. He said that the difference between those was less than the difference in the number of units that were actually built during that time. They had built more than the difference available. He said that additionally, he wanted to reiterate that this information was all based on the current Comp Plan; nothing in there reflected any changes in what would be recommended in any parcel under AC44.

Mr. Andrews said that he was really curious about the fact that they had gone over 100% on quite a few parcels. He asked if this was partially because a parcel could be designated mixed-use and some of it was expected to be commercial or retail office, and as that got shifted and people decided to build residences instead, they ended up going over on their residential, but at the same time they lost something not reflected in this metric. He said that he wondered if they would discuss in January an understanding of how things had changed in the other areas since the 2022 report. He said that they knew a little bit about buildout in residential, but they did not know as much about buildout and how it was impacted in the other areas.

Mr. Andrews commented that whether a parcel was for sale or not, they had to find a better measure if they were trying to decide if something was developable. He did not think it was dependent upon who was owning it or who was living in it. It was more about other factors that had to come into play. However, he did appreciate those last slides where they had looked at factors that could go into a tool,

and he thought that was the right direction to go. He said that he really appreciated the work from staff.

Ms. LaPisto-Kirtley said Ms. McKeel's comments regarding mixed use commercial and residential led her to think about the initial proposal for the Brookhill development, which included a plethora of amenities that ultimately were removed from the development as it progressed. She asked if developers were seeing a lack of commercial and retail development in general, so they were more inclined to propose residential instead, and that was why they were seeing a higher number of residential units than anticipated.

Mr. Newberry clarified that the reason some projects exceeded 100% capacity was that they were located in areas with Neighborhood Model District or Planned Residential Development zoning, which allowed the developer to create their own code of development and their own zoning ordinance. As a result, if the market could support a higher density than what the Comprehensive Plan had designated, developers were building at that rate. This was reflected in the columns above 100%. He said he would look to other County staff to answer questions specific to Brookhill and similar developments.

Ms. Jodi Filardo, Community Development Director, said that the Board had seen a few projects, such as a dentist's office that was zoned commercial, with zero residential units, and the Board allowed it to move forward by allowing the commercial building to be demolished and replaced with the dentist's office on the lower floor, and residential units above. She said that when staff was running this calculation, the original Comprehensive Plan density for residential units was zero. Therefore, when they added eight units, they were actually eight units above the 100% mark of what would have been the original Comp Plan density.

Ms. Filardo said that this was also true for North Fork, where the land was rezoned for 1,400 residential units, and the original density was zero because it was Office Flex. As a result, they ended up with 1,400 units developed in excess of the original Comp Plan density. This complexity was why staff needed to refine their numbers and ensure that they accurately reflected the Board's work. She said that to Ms. Mallek's point, it was essential to consider that the Board had approved residential units in areas where there was no original plan for them. This should be credited to the Board's foresight in helping move forward housing opportunities in Albemarle County.

Ms. LaPisto-Kirtley said that in her view, the Board had adapted to the circumstances even when regulations did not necessarily acknowledge them. She said that she believed this allowed them to meet the current needs of the community, and they needed to continue to adapt in that way. She asked if there were areas other than Brookhill that were supposed to have commercial and retail space but returned to ask for more residential instead.

Ms. Filardo said that she was unaware of any, but staff could certainly bring them forward to the Board if they came up.

Ms. Mallek said that as they moved away from the greenfield developments that were currently luring people to easy builds, they would gain a lot more energy and focus on the things they needed to do to succeed in terms of maximizing density. She would like to provide a brief update on the Old Trail, which she had lived through during the recession in 2009. She explained that the applicant attested that they would never be able to achieve the 2,000 units that the Board had decided in 2004 within a three-hour public hearing, especially after the application was increased from 800 units to 2,200 without further discussion; the applicant wanted to put that behind them.

Ms. Mallek said that furthermore, in order to achieve 2,000 units, every build and lot in Old Trail would have had to be five-story apartments like the Summit, which was the only place in Old Trail with 19 units per acre. The owners had requested a reduction in this requirement because they believed it was unrealistic. They stated that it would never happen, and there was not a market for what had originally been envisioned. She wanted to provide this background because many things had changed in 2009, 2010, and 2011 that had affected how developments were approached.

Ms. McKeel commented that Stonefield was intended to have an additional level that went away at a similar time.

Agenda Item No. 12. Closed Meeting.

At 4:13 p.m., Mr. Pruitt **moved** that the Board go into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia:

- Under Subsection (1), to discuss and consider appointments to various boards and commissions including, without limitation: the 5th & Avon Community Advisory Committee, the Community Policy and Management Team, the Crozet Community Advisory Committee, the JAUNT Board, the Natural Heritage Committee, the Pantops Community Advisory Committee, the Piedmont Virginia Community College Board, the Places 29 (Hydraulic) Community Advisory Committee, the Places 29 (North) Community Advisory Committee, the Places 29 (Rio) Community Advisory Committee, the Region Ten Community Services Board, and the Route 250 West Task Force;
- Under subsection (6) to discuss and consider the investment of public funds related to a performance agreement with Bonumose, Inc., where bargaining is involved and where, if made public initially, would adversely affect the financial interest of the County;

- Under subsection (8), to consult with legal counsel regarding specific legal matters (including a performance agreement with Bonumose, Inc.) requiring the provision of legal advice by such counsel; and
- Under subsection (29), to discuss the negotiation or re-negotiation of a public contract with Bonumose, Inc., involving the expenditure of public funds, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the County and the Board.

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

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

NAYS: None.

ABSENT: Mr. Gallaway.

Agenda Item No. 13. Certify Closed Meeting.

Mr. Gallaway returned to the meeting at 6:00 p.m.

At 6:00 p.m., Mr. Pruitt **moved** that the Board of Supervisors certify by a recorded vote that, to the best of each supervisor's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed meeting, were heard, discussed, or considered in the closed meeting.

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

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

NAYS: None.

ABSTAIN: Mr. Gallaway.

Agenda Item No. 14. Boards and Commissions.
Item No. 14.a. Vacancies and Appointments.

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

- **Reappoint** Ms. Carreen de Cardenas, Mr. Evan Macbeth, and Mr. Roger Schickedantz to the 5th & Avon Community Advisory Committee with said term to expire on September 30, 2027.
- **Appoint** Ms. Ewa Harr to the Crozet Community Advisory Committee with said term to expire on March 31, 2026.
- **Reappoint** Mr. Nicholas Pilipowskyj to the JAUNT Board with said term to expire on September 30, 2028.
- **Reappoint** Ms. Christine Hirsh-Putnam, Ms. Megan Sebasky, and Mr. Joseph Rhames to the Natural Heritage Committee with said term to expire on September 30, 2029.
- **Appoint** Ms. Sabrina Fuller to the Natural Heritage Committee with said term to expire on September 30, 2029.
- **Reappoint** Mr. Christopher Rembold, Mr. Dennis King, and Ms. Rosemary Miller to the Places 29 (Hydraulic) Community Advisory Committee with said term to expire on August 5, 2027.
- **Reappoint** Mr. John Reeher to the Places 29 (North) Community Advisory Committee with said term to expire on August 5, 2027.
- **Reappoint** Mr. Martin Meth, Ms. Nicole Scro, Mr. Todd Cone, and Mr. Tom Paoletti to the Places 29 (Rio) Community Advisory Committee with said term to expire on September 30, 2027.
- **Appoint** Ms. JoAnn Robertson to the Region Ten Community Services Board with said term to expire on June 30, 2028.

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

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

NAYS: None.

Agenda Item No. 15. From the County Executive: Report on Matters Not Listed on the Agenda.

There was no report from the County Executive.

Agenda Item No. 16. Public Comment on: Matters Previously Considered or Currently Pending Before the Board (Other than Scheduled Public Hearings).

Ms. Alicia Lenahan, Scottsville District, stated that she had been speaking at the Board's meetings since April, when Immigrations and Customs Enforcement (ICE) made its first appearance in their community. Since then, the public had raised concerns about surveillance and data collection. She said that they had raised concerns about ICE's access to information about all Medicaid recipients. On

July 16, 2025, the Board received a resolution that would provide a level of protection for their immigrant and refugee neighbors and indeed for the entire community by requiring that ICE agents be unmasked, display badges, present authorizing documents, and use marked vehicles.

Ms. Lenahan said that two excuses had been used to explain the lack of support. First, unwillingness to draw attention to greater Charlottesville and their immigrant and refugee neighbors, putting them at risk. When she asked members of the Latinx community for input, this was one response. "The resolution is very well written and intentional. Thank you for moving this forward. What would be the next steps for this process?" It was also worth noting that on September 20th, they would all be welcomed at the Sabroso Festival to enjoy music, food, and a celebration of Latinx culture. Clearly, their neighbors were not lacking in courage.

Ms. Lenahan said that second, she had heard that the resolution would run afoul of Dillon's rule, which limits local control. However, Virginia Code Section 18.2-422 prohibited the wearing of masks in certain places; it was a Class 6 felony. Dillon's rule does not prevent the Police Department from enforcing the law. Nearly 1,500 people had now signed the petition in support of the resolution, a number that would continue to grow. Tonight, she was joined by members of the clergy.

Ms. Lenahan said that the Board of Supervisors had been unwilling to bring it up for discussion. If this Board supported the policies of the Trump administration, then they should say so. The public would change and adjust their expectations and strategies accordingly. She said that perhaps calculated indifference allowed them to disregard the real harm being inflicted on their immigrant and refugee neighbors, writing them off as collateral damage. She said that perhaps they were keeping an eye on the bottom line: Homeland Security and ICE were flush with cash and just announced a new program that would pay law enforcement agencies that help carry out its anti-immigrant agenda.

Ms. Lenahan said that at best, the Supervisors were bystanders, remaining passive and silent in the face of escalating persecution. The current propaganda and discriminatory laws were creating a climate of indifference that would make later, more horrific actions seem less shocking. Normalizing hatred was a powerful tool. The word complicit came from the Latin word complicare, which meant to twist together or fold together. This root highlighted the idea of being intricately connected or folded in with the wrongful acts of the individuals and the acts they performed.

Mr. Tim Tolson, White Hall District, said that he was also a longtime member of the Crozet Community Association and currently its president. The Crozet Community Association (CCA) had been an active organization of Crozet neighbors for over 40 years, since 1985. The CCA, along with others, hosted the Crozet Independence Day celebration. He thanked the Board for approving, in May this year, a special use permit at the King Family Vineyards. The event was successful both financially and practically.

Mr. Tolson said that the Board had heard at the August 6, 2025 meeting the four resolutions their community had crafted, stood behind, and brought to their attention. Ms. Mallek had read those resolutions into the record at the August 6, 2025 meeting, and he thanked her for doing so. He said that he was there today because they had not gotten a reply in agreement from Mr. Richardson about the CCA's requests. With Ms. Mallek's help, Mr. Richardson had replied to their questions on August 15, 2025 with answers that dodged their concerns and did not address their resolutions. They had replied to his statements on August 19, 2025 and he had not responded.

Mr. Tolson said that Ms. Mallek had suggested he come to this meeting to address the Board with their concerns. As he had said in his email sent this afternoon, they had asked Mr. Richardson for several things. They had asked that, as members of the Board of Supervisors, they have the authority and legal requirement to require Mr. Richardson to, one, in the AC44 draft document, they had asked for several paragraphs to make clear that the County of Albemarle was following the Commonwealth of Virginia code about future residential and commercial growth.

Mr. Tolson said that they had asked that Mr. Frank Pohl's relationship with the Montclair developer be treated consistently by taking the following actions. First, to remove Frank Pohl's authority to administer or approve any past, current, or future permits related to Montclair, especially WPO-2025-00030. Second, to engage with a legal consultant to review Albemarle County's Water Protection Ordinance and ensure that it had been and would be accurately interpreted and legally enforced in Montclair and around the County.

Mr. Tolson said that third, they wanted to enforce the WPO by immediately documenting the violation of the WPO by Montclair and issuing a notice to comply. Compliance meant at least returning the stream and the surrounding land to its prior condition, including re-establishing 100-foot buffers around it as required by the County's February 2023 administrative hearing on the matter. Unlike Mr. Richardson's response, they were not dodging the issues. They had done their homework and responded to Mr. Richardson's statements with well-researched and, where appropriate, examples of County compliance with other requests. He requested the Board to please direct Mr. Richardson to respond with statements that included the necessary changes they requested.

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

The cumulative total of the Fiscal Year 2026 (FY 26) appropriations itemized below is \$12,539,307, which includes both three previously-approved appropriations and 6 proposed new appropriations (Attachment A). Because the cumulative amount of the appropriations exceeds one percent of the currently-adopted budget, a budget amendment public hearing is required.

The proposed increase of this FY 26 Budget Amendment totals \$12,539,307. The estimated expenses and revenues included in the proposed amendment are shown below:

PROPOSED FY 2025-26 BUDGET AMENDMENT

<u>ESTIMATED REVENUES</u>		
Local Revenues	\$	152,461
State Revenues	\$	11,580,979
Federal Revenues	\$	55,867
General Fund Balance	\$	50,000
Other Fund Balances	\$	700,000
TOTAL ESTIMATED REVENUES	\$	12,539,307
<u>ESTIMATED EXPENDITURES</u>		
General Fund	\$	245,000
Special Revenue Funds	\$	2,094,307
Capital Funds	\$	10,200,000
TOTAL ESTIMATED EXPENDITURES	\$	12,539,307

The budget amendment is comprised of a total of 9 separate appropriations, three of which have already been approved by the Board of Supervisors.

- One appropriation was approved on 7/16/2025.
- Two appropriations were approved on 8/6/2025.
- Six appropriations are proposed for approval on September 3, 2025, as described in Attachment A.

After the public hearing, staff recommends that the Board adopt the attached resolution (Attachment B) to approve the appropriations for local government projects and programs, including those described in Attachment A:

Appropriation #2026004

Sources:	Local Revenue	\$40,000
Uses:	General Fund – Parks & Rec - Maintenance	\$40,000
Net Change to Appropriated Budget:		\$40,000

Description: This request is to appropriate \$40,000 in donated funds from the Scottsville Volunteer Rescue Squad to the Parks & Recreation general fund operating budget for playground improvements at Dorrier Park in Scottsville.

Appropriation #2026005

Sources:	General Fund's Fund Balance	\$50,000
Uses:	Thomas Jefferson Planning District Commission – Regional Transit Grant Match	\$50,000
Net Change to Appropriated Budget:		\$50,000

Description: This request is to appropriate \$50,000 from the General Fund's fund balance to the Thomas Jefferson Planning District Commission (TJPDC) for the County's portion of a grant match for the Regional Transit Prioritization and Implementation Study. The TJPDC was awarded a MERIT (Making Efficient and Responsible Investments in Transit) Technical Assistance Grant on behalf of Charlottesville Albemarle Regional Transit Authority (CARTA) from the Virginia Department of Rail and Public Transportation. The grant will be used to explore priorities and feasibility of transit service improvement. The grant application was supported by the Board of Supervisors at their meeting on January 22, 2025 with the understanding that if awarded, the local match would be recommended to be provided from the FY 25 Reserve for Contingencies, which is a reserve budgeted for unanticipated priority needs that may arise during the

fiscal year. Due to timing of when the grant award was received, the unallocated FY 25 Reserve for Contingency funding is now part of the General Fund's fund balance and is the source recommended for the grant match.

Appropriation #2026006

Sources:	State Revenue	\$9,700,000
	Economic Development Fund	\$500,000
Uses:	Capital Project: Rivanna Futures	\$10,200,000
Net Change to Appropriated Budget:		\$10,200,000

Description:

This request is to appropriate the following funds:

- \$9,700,000 in state revenue for the Virginia Business Ready Sites Program (VBRSP) Site Development Grant. These funds will be used to support site development efforts at the Rivanna Futures site.
- \$500,000 from the Economic Development Fund to the capital budget in support of the Rivanna Futures project. This funding will be used to support site development efforts at the Rivanna Futures site.

Appropriation #2026007

Sources:	Affordable Housing Investment Fund Contingency	\$230,000
Uses:	Affordable Housing Investment Fund	\$80,000
	General Fund – Facilities & Engineering Services – Environmental Services Division	\$150,000
Net Change to Appropriated Budget:		\$0

Description:

This request is to appropriate \$230,000 of funding previously appropriated to the Affordable Housing Investment Fund's reserve contingency to two projects as described in the Housing Office's presentation to the Board at the August 6, 2025 meeting. \$150,000 will be moved to the Environmental Services Division of FES to continue their home energy improvement program and \$80,000 will be allocated to PHA through the Affordable Housing Investment Fund for the Housing Navigation Partnership program.

Appropriation #2026008

Sources:	State Revenue	\$53,794
Uses:	Virginia Department of Forestry (VDOT) Forest Sustainability Funds	\$53,794
Net Change to Appropriated Budget:		\$53,794

Description:

This request is to appropriate \$53,793.54 in State funding to be used for Invasive Species Management at Albemarle County Parks to include forestry mulching, invasive tree removal, hazardous tree removal, contracted basal bark and cut stump application, contracted foliar treatment, etc.

Appropriation #2026009

Sources:	State Revenue – Grant Revenue	\$50,000
Uses:	Virginia Brownfields Restoration and Economic Development Assistance Fund (VBAF) – Purvis Store	\$50,000
Net Change to Appropriated Budget:		\$50,000

Description:

This request is to appropriate \$50,000 in State grant revenue to fund environmental assessment and site remediation planning for the former Purvis Store site in Esmont. This funding includes \$50,000 in State revenues from a Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund (VBAF) program grant to be passed through to the nonprofit Friends of Esmont, Inc.

Mr. Ryan Davidson, Deputy Chief of Budget, stated tonight he would provide a brief overview of the contents of this amendment, and after which time, he would turn it over to the Chair and the Board for any questions and to hold the public hearing on the FY26 budget amendments and appropriations. He explained that the Code of Virginia required a public hearing before amending the budget when the total

amount of funding exceeded 1% of the currently adopted budget; that was the case with what they had brought for them today.

Mr. Davidson said that overall, the total budget amendment was about \$12.5 million, and of that, approximately \$2.1 million had been appropriated previously at the July and August Board of Supervisors meetings, and \$10.4 million was under consideration for tonight. As he mentioned before, overall, they were looking at \$12.5 million, and it was broadly made up of the items listed here above. For additional details, Attachment A included with tonight's agenda and included with the July 16, 2025 and the August 6, 2025 agendas had greater details on these appropriations.

Mr. Davidson said that generally, they were looking at \$10.2 million in Capital Improvement Fund appropriations, mainly related to a state grant for the Rivanna Futures Site Development Project. He said that there was \$2.1 million in Special Revenue Funds mainly related to grants and opioid abatement funds. He said that finally, there was \$245,000 in General Fund appropriations related to donations and a transit study match. He summarized that staff was recommending for the Board to approve the resolution in Attachment B after holding the public hearing.

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

Ms. Mallek **moved** that the Board of Supervisors adopt the resolution (Attachment B) to approve the appropriations for local government projects and programs, including those described in Attachment A. Ms. McKeel **seconded** the motion.

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

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

**RESOLUTION TO APPROVE
 ADDITIONAL FY 2026 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That the FY 26 Budget is amended to increase it by \$10,393,794;
- 2) That Appropriations #2026004; 2026005; 2026006; 2026007; 2026008 and #2026009 are approved;
- 3) That the appropriations referenced in Paragraph #2, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2026.

Account String	Amount (\$)	APP#	Description
1000-7-71000-318000-0000-9999-00000-00000-181109-	\$40,000.00	SA2026004	Increase contribution revenue
1000-7-71200-471000-0000-9999-00000-00000-331210-	\$40,000.00	SA2026004	Increase Building R/M Expense
1000-8-89000-481000-0052-0000-00000-00000-560000-	\$50,000.00	SA2026005	TJPDC Transit Grant Match
1000-9-99000-352000-0000-9999-00000-00000-510100-	\$50,000.00	SA2026005	Fund Balance for TJPDC Transit Grant Match
5807-8-82100-352000-0000-9999-00000-00000-510100-	\$500,000.00	SA2026006	ED Fund to Capital Budget - Rivanna Futures
5807-8-82100-493000-0000-9999-00000-00000-930012-	\$500,000.00	SA2026006	ED Fund to Capital Budget - Rivanna Futures
9010-9-99000-351000-9020-0000-00000-00000-512###-	\$500,000.00	SA2026006	ED Fund to Capital Budget - Rivanna Futures
9010-8-82100-324000-9020-9999-00000-00000-240500-	\$9,700,000.00	SA2026006	New VBRSP Rivanna Futures Grant
9010-8-82100-494000-9020-0000-00000-00000-344400-	\$10,200,000.00	SA2026006	New VBRSP Rivanna Futures Grant
5801-9-94000-499000-0000-9999-00000-00000-999999-	-\$230,000.00	SA2026007	Reduce AHIF Contingency
1000-4-41230-482000-1554-0000-00000-00000-592100-	\$150,000.00	SA2026007	Increase Energy Improvement Program
5801-5-59100-481000-0058-0000-00000-00000-560000-	\$80,000.00	SA2026007	Increase AHIF-PHA Contribution
1000-5-51000-351000-0000-9999-00000-00000-512###-	\$150,000.00	SA2026007	GF Revenue - Transfer from Housing to GF
5801-9-99000-493000-0000-9999-00000-00000-931000-	\$150,000.00	SA2026007	Expenditure Transfer from Housing to GF
5464-7-71012-324000-0000-9999-00000-00000-240500-	\$53,793.54	SA2026008	Virginia Department of Forestry (VDOF) Forest Sustainability Funds
5464-7-71012-471010-0000-9999-00000-00000-331300-	\$53,793.54	SA2026008	Virginia Department of Forestry (VDOF) Forest Sustainability Funds
1512-4-41300-324000-0000-9999-00000-00000-240053-	\$50,000.00	SA2026009	Virginia Brownfields Restoration and Economic Development Assistance Fund (VBAF) – Purvis Store

1512-4-41300-494100-0000-9999-00000-00000-593000-	\$50,000.00	SA2026009	Virginia Brownfields Restoration and Economic Development Assistance Fund (VBAF) – Purvis Store
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Agenda Item No. 18. **Public Hearing: Acquisition of a Portion of 2224 Commonwealth Drive.**
To consider the potential condemnation of property for the construction of the Commonwealth Drive / Dominion Drive Sidewalk Improvements Project, and to consider approval of the public use and necessity therefor. The subject property is 31 sq. ft. fee acquisition and a 541 sq. ft. permanent utility easement on Parcel ID 061W0-03-00-01600 (2224 Commonwealth Drive), owned by SEMF Charleston, LLC.

The Executive Summary forwarded to the Board states that the County is currently in the right-of-way acquisition phase for a project to construct sidewalks along Commonwealth and Dominion Drives. Completion of the project requires acquisition of portions of a parcel along Commonwealth Drive as follows: south of Peyton Drive, for 31 square feet of fee simple, and 541 square feet of permanent utility easement on Parcel 061W0-03-00-01600 (shown as Parcel 012 on Attachment A).

Assisted by consultants experienced in right-of-way acquisitions, the County has successfully acquired or reached agreements on almost all rights-of-way needed for the project. However, extended negotiations with the owner of Parcel 061W0-03-00-01600, SEMF Charleston, LLC, appear to have reached an impasse. A formal impasse letter (Attachment B) was sent to the owner of the subject parcel on April 22, 2025.

Staff recommends the Board of Supervisors authorize a resolution for condemnation and certificate of take for the subject right-of-way. Negotiations can continue throughout the condemnation process.

This public hearing is to consider a proposed resolution, as specified by Virginia Code § 15.2-1903(B) and § 15.2-1905(C), authorizing this proposed use of eminent domain. This resolution cannot be adopted until the Board has held a public hearing. Negotiations can continue throughout the condemnation process. Without this authorization, the project would likely be delayed and incur additional costs.

If the Board approves this use of eminent domain, the County would file a certificate of take, and would deposit the original compensation offered by the County, with the Clerk of the Circuit Court.

There is no budget impact associated with this item. This project is funded through the Virginia Department of Transportation's Revenue Sharing Program.

Staff recommends that the Board of Supervisors adopt the proposed resolution (Attachment C) to authorize the acquisition of portions of Parcel 061W0-03-00-01600 on Commonwealth Drive by eminent domain.

Mr. Michael Stumbaugh, Deputy Chief of Transportation Projects, stated that he would provide an overview of the project, the parcel, the right-of-way negotiations, and the recommended process and suggested motion. He also wanted to mention that joining him for this presentation was Joanne Daniel of Timmons Group, the right-of-way manager. He explained that this project, was UPC 113183 Commonwealth Drive/Dominion Drive. It was a revenue-sharing project with VDOT. The project would provide approximately 2,500 feet of sidewalk on Commonwealth Drive and Dominion Drive, as well as concrete pads for bus shelters.

Mr. Stumbaugh stated that the project aligned with strategic plan goal three, enhancing multimodal connectivity. He explained that the address was an apartment complex located near Seminole Place. He explained that there had been a permanent take of 31 square feet. There was also 541 square feet of a permanent utility easement that belonged to ACSA. He said that provided was a photograph of what this area looked like when standing across the street. He noted that someday, there would be a bus pad and sidewalk on this corner.

Mr. Stumbaugh stated that to summarize the negotiation process, in October of 2024, the offer was made to the landowner based on valuations from Timmons Group for \$3,705. The counteroffer from the landowner was \$11,500 to have their legal team review the offer, rather than for the value of the actual land. The negotiation went back and forth, and the note from the property owner's legal fees were not an exact amount. In February of 2025, the latest County offer based on the best they could provide in terms of avoiding court administrative settlements was \$8,705. The landowner did not think that was the right offer and stated that their cheapest option would be to go through eminent domain condemnation.

Mr. Stumbaugh said that as a result, the County issued an impasse letter. He did want to inform the Board that they did talk with the special projects coordinator for VDOT, and they indicated that legal fees in general were not recoverable and not something that they could bill them for. He noted that a potential agreement that recently came in on August 27, 2025, where the landowner expressed interest in the second offer, \$8,705. However, the Board of Supervisors could still adopt the resolution authorizing condemnation, which he was asking for today. He said that in that case, if an agreement was reached, the condemnation process could be ended.

Mr. Stumbaugh said the recommended process was for the Board to adopt the proposed resolution, Attachment C. The County of Albemarle would then file a certificate of take through Mr.

Herrick's office, and the cost would revert back to \$3,705, the original amount. At that point, when it did get recorded and the certificate of take was executed, then the County would have immediate clear title and could proceed with the project.

Mr. Stumbaugh explained that Albemarle County Circuit Court would then ultimately determine the value of the parcel, including the cost of cure and any other relevant factors. And then they would determine the proper receipt payment. He noted that this project was undergoing final VDOT review and the estimated project bid posting was November 2025. He summarized that staff recommended the Board adopt Attachment C, which would authorize the acquisition by condemnation the portions of the parcel for constructing the roadway connectivity improvements.

Mr. Gallaway asked if it was correct that the prior offer from the County could still be accepted even after this resolution of condemnation was approved.

Mr. Stumbaugh confirmed that was correct; the agreement could be reached up until the case went to trial with the Circuit Court, as long as it was justifiable. He said it was looking like the agreement might come to fruition within that time.

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

Ms. McKeel commented that she was very eager to see this project near its completion. She believed it would be a great improvement for the community and was certainly supportive of the Board ensuring it would come to fruition.

Mr. Andrews acknowledged that it was unfortunate that this process had to get to this point, and he thought that if negotiations had been opened, at some point the County must decide when they ended. He said that he trusted staff's position on this matter.

Ms. McKeel **moved** that the Board of Supervisors adopt the proposed resolution (Attachment C) to authorize the acquisition of portions of Parcel 061W0-03-00-01600 on Commonwealth Drive by eminent domain. Ms. Mallek **seconded** the motion.

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

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

RESOLUTION TO AUTHORIZE THE ACQUISITION BY CONDEMNATION OF A PORTION OF A CERTAIN PARCEL OF LAND, PARCEL ID NUMBER 061W0-03-00-01600, FOR THE PURPOSE OF CONSTRUCTING ROAD AND SAFETY IMPROVEMENTS, IN ACCORDANCE WITH THE COMMONWEALTH DRIVE/DOMINION DRIVE SIDEWALK IMPROVEMENTS PROJECT, AND TO ENTER UPON THE PROPERTY TO BE ACQUIRED AND INITIATE CONSTRUCTION BEFORE THE CONCLUSION OF THE CONDEMNATION PROCEEDING PURSUANT TO VIRGINIA CODE SECTIONS 15.2-1904 AND 15.2-1905(C) AND CHAPTER 3 OF TITLE 25.1 (SECTIONS 25.1-300 ET SEQ.)

WHEREAS, Albemarle County has proposed certain roadway improvements in the Rio and Jack Jouett Districts as part of the Commonwealth Drive/Dominion Drive Sidewalk Improvements Project in order to construct sidewalks and related improvements along Commonwealth and Dominion Drives;

WHEREAS, the Commonwealth Drive/Dominion Drive Sidewalk Improvements Project is necessary for the public health, safety, peace, good order, comfort, convenience, and welfare of the County;

WHEREAS, the project design for the Commonwealth Drive/Dominion Drive Sidewalk Improvements Project requires the acquisition of certain right-of-way and easement interests for the construction of road and safety improvements;

WHEREAS, the County has reviewed the acquisition for purposes of complying with Section 1-219.1 of the Code of Virginia and has certified that the acquisition is for the possession, ownership, occupation, and enjoyment of the property by the public, for the purpose of construction and maintenance of public facilities including public roads and other improvements;

WHEREAS, the County has made a bona fide but ineffectual effort to purchase the necessary right-of-way and easements for public road and other improvements at fair market value, and the County and landowner have been unable to reach an agreement because the County and landowner cannot agree on the compensation to be paid; and

WHEREAS, it is now necessary to enter upon the property to install the facilities and improvements prior to the completion of condemnation proceedings;

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

1. That the property is to be acquired for construction and maintenance of public roadway improvements and other related improvements, including road and safety improvements, required as a result of the proposed improvements for the purpose of constructing sidewalks and related improvements along Commonwealth and Dominion Drives.
2. That the Board approves the proposed public use of the property.
3. That acquisition of the property, as shown in the following chart along with the referenced plat, is for the public roadway and related facilities and is declared to be necessary for a public use and an authorized public undertaking pursuant to Chapter 19 of Title 15.2 (§ 15.2-1900, *et seq.*) of the Code of Virginia (1950), as amended.

Landowner	Parcel ID Number	Referenced Plat Showing Property Interests to be Acquired
SEMF Charleston, LLC	061W0-03-00-01600	Approximately 31 square feet of right-of-way in fee simple and 541 square feet of permanent utility easement on Parcel 012 on "Right of Way Plan Sheet" Number 5RW prepared by H&B Surveying and Mapping, dated September 6, 2024, attached hereto and labeled "Exhibit A."

4. That it is necessary to enter upon the property to begin construction of the roadway and other improvements prior to the completion of condemnation proceedings in order to adhere to the project schedule.
5. That Albemarle County may, upon the deposit of compensation in the amount of the County's opinion of just compensation and in compliance with all statutory requirements, including the recordation of a Certificate of Take with the Clerk of the Circuit Court of Albemarle County, enter upon the property identified herein and take possession of the property prior to the conclusion of condemnation proceedings.
6. That, based upon the assessment records or other objective evidence, Albemarle County has determined that the just compensation due to the landowner for the property interests to be acquired for public purposes is as follows:

Landowner	Parcel ID Number	Property Interests to be Acquired	Estimated Value
SEMF Charleston, LLC	061W0-03-00-01600	Approximately 31 square feet of right-of-way in fee simple and 541 square feet of permanent utility easement on Parcel 012 on "Right of Way Plan Sheet" Number 5RW prepared by H&B Surveying and Mapping, dated September 6, 2024, attached hereto and labeled "Exhibit A."	\$3,705.00

7. That the ownership of the property interests to be acquired is as stated in paragraphs 3 and 6 herein.
8. That the County Executive or his designee will deposit with the Clerk of the Circuit Court of Albemarle County, to the credit of the landowner named above, the County's opinion of just compensation for the property interests, as listed in paragraph 6 herein and simultaneously record a Certificate of Take with the Clerk of the Circuit Court of Albemarle County.
9. That the County Executive or his designee will mail a certified copy of this resolution to the landowner(s).
10. That the County Attorney or his designee is authorized and directed to acquire the property interests for public use by condemnation or other means, and to institute and conduct condemnation proceedings to acquire the property interests from the landowner(s) named herein in the manner authorized and provided by Chapter 19 of Title 15.2 (Sections 15.2-1900 *et seq.*), and Chapters 2 and 3 of Title 25.1 (Sections 25.1-200 *et seq.* and 25.1-300 *et seq.*) of the Code of Virginia (1950), as amended.
11. That the County Executive or his designee may also continue to negotiate acquisition of the property interests, subject to approval by the Board of Supervisors.

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

At the PC public hearing, there were questions and discussion, including the proposal's consistency with Housing Albemarle. The proposed rezoning is not consistent with all recommendations of Housing Albemarle, specifically with regard to AMI for for-rent units and minimum affordability periods. However, the proffers provide for 20% of the additional 300 units as affordable units.

Since the public hearing, the applicant has provided final draft proffers, which are included as Attachment D.

The Planning Commission recommended approval of ZMA202400008 Brookhill Amendment.

Ms. Rebecca Ragsdale, Planning Manager, stated that she would be providing a brief presentation on this rezoning for Brookhill. She said that to provide some context, Brookhill was an already approved Neighborhood Model development, originally approved in 2016. It encompassed approximately 277 acres, located at the corner of Route 29 and Polo Grounds Road, and extended to adjacent areas such as Montgomery Ridge and the Forest Lakes and Hollymead neighborhoods.

Ms. Ragsdale said that the proposal would amend the code of development to a few targeted internal parcels, typically referred to as the town center. This proposal did not alter the underlying zoning, which was consistent with the original adoption in 2016 and the Places 29 Master Plan. The development included a neighborhood center with higher density uses concentrated in the center, and neighborhood density and green space throughout the development.

Ms. Ragsdale explained that the proposal specifically sought to add 300 additional units to the internal blocks, primarily Block 1, with some portions of Blocks 2 and 3. The request was to amend the code of development, which was the only amendment proposed. The development had been working well so far, and with the additional 300 units, they would meet all code of development requirements and ordinance requirements for amenities and parking.

Ms. Ragsdale said that there were also some proffer changes, which she would review as well. She noted that the code of development allowed the development to increase from 1,550 units to 1,850 units, which was still within and technically below the recommended Comp Plan density. The proffers, which were originally approved in 2016, included commitments to trails, parks, and civic spaces, historic resources, and cash proffer provisions. There was one adjustment to the school proffers, clarifying that the potential elementary school site could be used in the interim for community open space and amenities.

Ms. Ragsdale said that regarding transportation, there was an adjustment to the ultimate trigger for the Ashwood Boulevard connection, from the 500th unit to the 650th unit, which was reviewed by their Transportation team with no concerns. There was one change to the affordable housing proffers, which had generated some discussion. The existing proffers had been in effect under their prior policy, and were consistent with that prior policy when the rezoning was approved in 2016. As a result, 15% or 233 affordable unit had been created, and those provisions allowed for for sale or rent units to be affordable to 80% Area Median Income (AMI).

Ms. Ragsdale said that the affordability periods were specified as 10 years for rental units and the first sale for for-sale units. The proposed revision carved out the requirement that the new 300 units, subject to the new Housing Albemarle policy, would be affordable, resulting in an additional 60 affordable units. Since this was an existing rezoning, the applicant had not proffered to make any other changes to bring it completely in line with the Housing Albemarle policy, which would include provisions for for rent units to be affordable to households at 60% AMI and also address the minimum affordability period, which was consistent with their current policy. She said that Ms. Pethia, Director of Housing, was present this evening if the Supervisors needed more detailed answers to affordable housing questions.

Ms. Ragsdale said that staff had noted the positive aspects of the project, including its consistency with the Places 29 Master Plan and the provision of additional affordable units. However, it was not completely in line with the Housing Albemarle policy, as noted with regard to AMI and the minimum affordability period. The Planning Commission had recommended approval at their meeting on July 8, 2025, and staff was also recommending approval.

Ms. LaPisto-Kirtley asked why the developer had not offered any units at 60% AMI, even those for rent.

Ms. Ragsdale said that she believed the applicant could explain further, but her understanding was that they wanted to keep the proffers consistent with the authority in place at the time of the original application's approval.

Ms. LaPisto-Kirtley said she understood the space proffered for the school could be used by the Homeowners Association (HOA) for greenspace or amenities.

Ms. Ragsdale replied yes; it was proposed for that use in the interim, before it became a school.

Mr. Pruitt asked if there was a community meeting held to discuss this item.

Ms. Ragsdale replied yes.

Ms. LaPisto-Kirtley confirmed that the Places 29 North CAC heard a presentation on this item.

Mr. Pruitt asked if there was any discussion with the County and the developer about the tax incentives for providing more affordable housing.

Ms. Ragsdale said that staff did not have that discussion with the applicant. She said that she did not think the applicant was interested in taking advantage of that.

Mr. Gallaway asked what the rationale was for providing half of the new units before the new connection was made.

Ms. Ragsdale said that there had been significant development in the area surrounding that corner, but the applicant had not provided a detailed explanation for their request. She said that however, staff was willing to make that adjustment and trigger. She said that they had observed numerous easements being granted, along with various development activities. Therefore, staff thought this just provided them with a bit more time to work out those details.

Mr. Gallaway said that although he was not on the Board at the time of the original application, upon reviewing the proffer list, he noticed that the 50-acre parcel for the public high school was listed as being able to be used as another institutional use. He asked if the "or other institutional use" designation was not put on the elementary school site in that list.

Ms. Ragsdale confirmed that was correct; the language was a little bit different for the elementary school site.

Mr. Gallaway said that it appeared they specified it so it would not be misused. He said that it was interesting to him that the proffer was being amended. He said that the Board was not allowed to discuss or request proffers with an applicant.

Mr. Andy Herrick, County Attorney, confirmed that was correct. He explained that the proffers were voluntarily offered by the developer, and it was up to the Board to determine whether they adequately addressed the impacts of the proposed development. He said that however, the proffers themselves were the developer's, and they were offered voluntarily.

Mr. Gallaway said that in this specific case, the focus was on the amended proffer for the 300 units, when considering the impacts.

Mr. Herrick said that that was the most significant amendment. He said that Ms. Ragsdale had outlined some additional amendments, but for the most part, the proffers presented this time were essentially the original proffers with certain additional provisions.

Mr. Andrews said that he would like to follow up on the question about the additional 150 units that needed to be built before the connection was made. He asked if there had been any reports on what it was like to access Polo Grounds Road due to this development so far and, when the connection to Ashwood was ultimately made, if it would alleviate traffic concerns, considering that there was currently only one way to access Route 29.

Ms. Ragsdale stated that they had proposed to make the Ashwood connection after 154 additional residential units were added, excluding multifamily units. She said that they had not conducted a full Traffic Impact Analysis (TIA) for the 300 units. Instead, they had provided a transportation analysis that concluded that the existing transportation improvements were sufficient to accommodate the additional 300 units. She said that there were no specific concerns about that intersection that led to staff's objection or the need for the applicant to address new impacts with proffers.

Mr. Andrews asked how close they were to the current threshold.

Ms. Ragsdale said that she did not have the exact unit type breakdown, so she could not answer that at the moment.

Mr. Andrews opened the public hearing.

Ms. Ashley Davies, Vice President of Riverbend Development, stated that she was joined by Alan Taylor and Scott Collins. She thanked the Board for considering their request to add 300 units to the Brookhill development. She explained that this property, previously rezoned, was strategically located within the County's Development Area. Their proposal aligned with Albemarle County's Comprehensive Plan goals by significantly increasing housing availability at various price points in a strategic location while conserving important environmental resources, increasing the availability of public parks, amenities, and trails.

Ms. Davies said that it was hard to believe it had been almost nine years since they were here before the Board for the initial rezoning. The overall rezoning encompasses 277 acres. She said that

tonight, they were talking about one-tenth of that area, 27 acres in the town center. She noted that at the time of the initial rezoning, construction prices were a lot less, and density was a four-letter word. She said that regarding their Comprehensive Plan density for this site, the maximum was over 2,300 units. She said that at the time of the original rezoning, they were only asking for 1,550 units. She said that she believed that the big deal tonight was just getting more units where they should be.

Ms. Davies said that the original rezoning had a very extensive and generous proffer package of \$30 million of in-kind and transportation improvements. The 50-acre high school site had already been given to the County. They would talk more about the elementary school site tonight. They also had over \$500,000 in donations to support transit once transit came up into that area. She said they had about a third of the site already constructed. She added that people's favorite part about the initial rezoning were the salamander habitat and the constructed tunnels to make sure that the salamanders could safely breed in their vernal pools.

Ms. Davies said that she would summarize the main reasons why this proposal deserved the Board's support. She explained that it was smart growth in the right location that already had the existing infrastructure and amenities in place, close to employment centers, retail, schools, and the future transit route she just mentioned. In the County's draft Comprehensive Plan that was about to be adopted, only 7% of the land in the Development Areas was developable. Therefore, it was really important that they take a look at these sites where they could add more existing units and get more units in the right place.

Ms. Davies said that additionally, previous rezonings had only provided 58% of the recommended units contemplated in the Comprehensive Plan, and this was one of those that was on the lower end. She said that they were proposing a new seven-acre public park that they would install and maintain as a new neighborhood amenity that was also open to the public, and at which time in the future when the County was ready to have that site as a school use, they would have that pad-ready for the County.

Ms. Davies stated that they were going to be providing affordable housing with this proposal, and instead of the 15% that the initial rezoning contemplated, they had upped that to 20% of the new proposed units or 60 units in total. She noted that Brookhill already provided over 300 affordable units, so even more than they had previously proffered. She said that this was an efficient use of previously-zoned land, and with such a moderate increase in density, they needed to put that in places where it was already zoned and the infrastructure was in place.

Ms. Davies noted that this was an especially unique development as there were multiple stream corridors that led to the Rivanna River, and their plan was to create development pods between the stream buffers. She said that because of that, they were able to preserve over 75 acres of the stream corridors and create a lovely trail system along the streams, which were open to the public. She presented an overview of not only those stream corridors that they preserved, but also the overall amenity spaces that are throughout the development. She said that they have over four miles of linear trails, 11 acres of amenity spaces, plus the 75 acres of greenway and forested areas.

Ms. Davies said that tonight they were only discussing 27 of those acres where they wanted to put in an additional 300 units. Those units would go in the areas above the retail and commercial on the first floor instead of what may have been office spaces in the past, and that the commercial office space market was pretty soft now. The idea was that this would be a mixed-use heart of the community with those units going above. They would not impact the greenway whatsoever, their commercial uses were retained, and there would be more residences nearby the school site and town center. She noted that the biggest discussion at the community meeting was a desire for a community space where people could casually gather as part of their everyday activities. This space would be open to the public but would be maintained by the developer.

Ms. Davies said that they also had the full code of development and existing proffers that went along with the initial rezoning. She said that they were not looking to make any major changes to that because the proffers were all quite extensive and working well. She said that they had requested to make a few minor changes to the proffers to account for increasing the affordability, making sure they could provide the park space, but also the Ashwood connector.

Ms. Davies said that additionally, she wanted to give the Board a quick overview of where they are in the development process. They had already completed a senior living facility on site and 762 residential units, with 301 of those being existing affordable units on site. She presented photos of the senior living facility, Archer Apartments, and some of the other completed neighborhoods, and renderings of the town center.

Ms. Davies said that regarding the Ashwood connector road, they were actively pursuing the connection and had already cleared trees. In doing research, they just found that there had been a little bit more back and forth with DEQ. She explained that there were wetlands and other areas that they wanted to protect. They had been taking the extra time to make sure that they did not impact any additional wetlands. They were actively working with DEQ on that now and they hoped to be under construction on that connection next spring.

Ms. Davies said that to summarize, she wanted to emphasize that Charlottesville was now the second most expensive housing market in Virginia. Additionally, demand was outpacing supply. She said that Riverbend wanted to be a partner to the County, providing housing where they needed it and identifying affordable housing solutions. She said that she thought this was a very environmentally responsive site and a great opportunity to add units where they could. She said that she appreciated the

Board's support and would be glad to answer any questions.

Ms. LaPisto-Kirtley asked if the signalization of Polo Grounds Road railroad overpass would happen on each end of the road if it was approved by VDOT.

Ms. Davies confirmed that was correct.

Ms. LaPisto-Kirtley asked if the three civic spaces mentioned in the application were inclusive of the seven acres for the elementary school.

Ms. Davies clarified that the elementary school site would be in addition to those three spaces.

Ms. LaPisto-Kirtley asked if the developer would be grading, seeding, and grassing the site.

Ms. Davies confirmed that was correct; it would be pad-ready with utilities extended to the site. In the meantime, before the elementary school was developed, they could add fields, sport courts, a gazebo, or other various neighborhood amenities.

Ms. LaPisto-Kirtley said that the special use permit granted on November 9, 2016 had allowed for infill in the Flood Hazard Overlay District for road crossing. She asked how much land needed to be infilled.

Ms. Davies said that she did not know.

Ms. LaPisto-Kirtley said that she would appreciate it if Ms. Davies could send it to her as a follow-up she would share with the rest of the Board.

Ms. Davies said that she would.

Ms. McKeel asked if the town center would be pushed out further than 2025.

Ms. Davies clarified that she was referring to the road connection. She said that regarding the town center, they had site plans currently under review, so they were hoping to get that started very soon.

Ms. McKeel said that in regard to the proffers, which she remembered very clearly when this came to them nine years ago, she remembered that the Chair of the School Board and she had talked about the proffer that was across the road, and that language very clearly said County Schools or County government. There was broad language about how they shared it, and that was great, and there were some plans or prospective plans for that piece of property.

Ms. McKeel said that she had talked to the Chair of the School Board the previous day, and the Chair had asked if the proffers limited the school site in terms of what type of school use could be put there. She asked if it would prevent a more specialized school there or another type of school facility such as a pre-K school. She said that she brought this up because at this time, the School Board felt like seven acres was too small for an elementary school.

Ms. Davies said that she was aware that the School Division was looking at another site for an elementary school, and she did not have an issue with other uses being considered. She said that however, she was unsure if they could make that type of edit.

Ms. McKeel said she just wanted to make sure that the County, School Division, and developer were all on the same page as what type of school facility would be allowed under the proffer language.

Mr. Herrick said that the applicant had the ability to edit and then re-sign proffers at any point in the process, but then the Board required that the applicant signed and edited the proffers if they were willing to make that change. He noted that the existing proffers stipulated that in lieu of construction of a school, not specifically an elementary school, a public park may be established by the County on the site.

Ms. McKeel said that the school division was most concerned about being limited by the proffers specifying it as an "elementary school."

Mr. Alan Taylor, Riverbend Development, said that they would be glad to clarify the proffer to allow for more flexibility for the School Division.

Mr. Herrick said that if the applicant wished to submit an amended proffer that it would need to be signed before the Board could consider it.

Mr. Gallaway suggested they strike the word "elementary" from the proffer statement, so it would simply read "school site."

Mr. Herrick said that if that was what the applicant wished to do, that it would satisfy Ms. McKeel's concern. He offered to print a copy of the proffers for the applicant to amend and re-sign if they desired.

Mr. Pruitt said that he would like to address the fact that they had not fully grappled with the implications of this being the first project under the new housing requirements that was non-compliant, and the proposal was non-compliant in three different ways. He said that he understood that affordability

was a concern, and he did not need to be reminded that it would be financially unfeasible for the applicant. He said that he was struggling to understand the length period and the challenges they were facing with it.

Ms. Davies said that they were already managing 300 units and it would be helpful to have all units under the same program. She said that all that went into the auditing and maintaining it would be easier to handle if it was all under that same program. She noted that the site was already partially built out.

Mr. Pruitt said that what he gathered from the concept drawings was that they were expecting the new units to be entirely for rent.

Ms. Davies said that that was most likely where the affordable units would be going.

Mr. Pruitt asked if the applicant had explored the tax abatement developer incentive program offered by the County to provide more affordable housing.

Ms. Davies said that she had reviewed the tax abatement program, and she thought it was a bit concerning, as the first page stated that the goal was to provide tax abatement for projects that were 100% affordable. Given that this project was not 100% affordable, she was curious about how this program could be applied to their situation. From the developer's perspective, it would be helpful to understand how they could secure the tax abatement if they were providing affordable housing. Currently, the program was applied for, and there was no guarantee of approval. This raised questions about whether they were eligible for the program, especially since they were already non-compliant with the requirements.

Mr. Pruitt asked if Ms. Davies had gotten far enough to estimate the value to the project of the program if they had been approved for it.

Ms. Davies said that no, she had not run those numbers.

Mr. Pruitt said that he would be much more comfortable with this proposal if he had a sense that there had been a comparative pro-forma of the highest value that could be delivered on the affordable dollar. Unfortunately, he was not getting that impression. He said that he had spoken with another project that had been working to be fully compliant with the developer incentive, and they had shared their pro forma analysis with him. He said that in contrast, this proposal did not seem to have taken a comparable level of effort to optimize the affordable housing component.

Mr. Andrews said that he would like to follow up on Mr. Pruitt's question. He said that he was trying to understand the value of the proffer. He said that considering the County had a high AMI, at 80% AMI affordability, he would like to know if they had conducted a study to compare the market rate units they were charging versus the 80% AMI units. He said that he would like to know what was the differential in pricing between these two types of units.

Mr. Andrews said that additionally, he noticed that Salamander Street was no longer on the map. He said that there were some features that appeared on the map that did not appear on the plan, so he was wondering about those discrepancies. He said that he had been out there today and saw it, and he was surprised to find that it was not on the map, yet it appeared to run directly through the seven-acre site. He said that he wondered if it was an old road or a former route that had been abandoned.

Mr. Taylor clarified that the temporary driveway that went to the Hawes residence. He said that they had since moved and the home would be demolished in the near future.

Mr. Andrews said that returning to his prior question, he was interested in the difference in value between 80% AMI and market-rate units of the same type.

Mr. Taylor said that the for-rent units were relatively close to market-rate, albeit slightly below. He said that the for-sale units were significantly below market at 80% AMI.

Mr. Andrews asked if it was correct that most of the affordability requirements would be met through the-rental units.

Mr. Taylor confirmed that they were currently reviewing a site plan for the second phase of multifamily development, which was likely to handle a large portion of the affordability requirements. He said that they had provided specific numbers to Ms. Pethia regarding affordable units.

Mr. Andrews said that he was trying to get a sense of how these unit prices would compare to other similar developments in the County.

Ms. Stacy Pethia, Director of Housing, said that she would find those numbers for the Board to review.

Mr. Andrews commented that he was fascinated by the residential units above retail commercial space, which the County had not had much experience with.

Ms. Pethia said that she had conducted some comparisons. She said that for a household of

three, 80% of the Area Median Income (AMI) would likely result in a rent for a two-bedroom unit, assuming a two-parent family and a child. She said that the maximum rent and utilities they could pay would be approximately \$2,264 per month. Upon reviewing recent units that had come online, such as at Arrowwood, North Point, and Rio Point, she believed these rents were very close to 80% AMI, with prices ranging around \$2,200, possibly slightly less, for a two-bedroom unit.

Mr. Andrews asked if the applicant had any rebuttal, to which they did not.

Mr. Herrick advised the Board take a recess before closing the public hearing since there was discussion of revising the proffers.

Recess. The Board recessed its meeting at 7:15 p.m. and reconvened at 7:25 p.m.

Agenda Item No. 19. **Public Hearing: ZMA202400008 Brookhill Amendment, *continued*.**

Mr. Andrews noted that the public hearing was still open. He said that the Board had received a revised ordinance that included an amended proffer statement, which had been signed by the applicant. He said that this proffer redefined "elementary school" as simply "school" without requiring it to be specifically elementary. He said that they would not close the public hearing until they had had a chance to discuss this, as they did not want to have to reopen the hearing later. If there were any additional changes, they could still make them at this point.

Ms. LaPisto-Kirtley said she did not have any concerns regarding this project.

Mr. Pruitt said that he did not have an issue with the change to the proffer. However, he did not think it was appropriate to support the project. This was the first one that had come to the Board that was non-compliant with their new housing goals, which they had spent an extraordinary amount of time deliberating over, and now the very first moment they were called to test it, he must say that the Board barely engaged with it.

Mr. Pruitt said that this project was non-compliant on a proposal that they had put a lot of energy into and that they had talked about how it might be affecting their overall development pipeline. If the Board were going to approve this, it would immediately signal that all that effort was a complete dead letter. It would then call into serious question other rules that they had. He recognized that members of this Board might think that this was potentially hypocritical, given that they had the ability to exercise discretion as a legislative body.

Mr. Pruitt said that however, he thought it was extraordinary that on literally the first time the question was called, the Board folded, barely grappling with the problem. Therefore, he did not think it was appropriate to approve this. He also made it clear in his comments that he did not think the applicant had done sufficient due diligence in grappling with this question, or at least it was not evident. He said that this was what he would submit to the Board.

Mr. Gallaway said that while he appreciated Mr. Pruitt's point, he had not viewed this application this way. He noted that the Board had seen a number of applications come before them that, if they had barely submitted their applications before or after the incentive package was implemented, they had grandfathered them in under the old policy. This project, at least, delivered the additional 5% in units. He had not approached this application with that angle in mind tonight; he had not thought of this as a new application in the same way.

Mr. Gallaway said that he shared the concern regarding the rigor under which both sides were discussing the developer incentives for particular projects. He said that the flexibility that had been built into those incentives was intended to encourage progress, not to create a new standard. He said that, after this project was approved, if conversations with the developer about incentives did occur, he believed that changes would be allowed.

Mr. Herrick clarified that the proffer set a floor, not a ceiling. Therefore, if the applicant decided he wished to offer more or at a different AMI standard, that was the applicant's prerogative. However, it could not be required under the proffer as currently submitted.

Mr. Gallaway said that it was his opinion that even other projects they had done that were not fully built yet, if they were to offer 20% of the units at the old 80% AMI standard and then move that down to 60% with the help of incentives, he thought they would finally have a new application that they would have to contend with. He said that that would likely prompt them to re-examine their whole policy, which may be necessary.

Mr. Gallaway said that he appreciated the point that had been made, but he had approached the application from a different angle. However, he saw the potential for taking it further, particularly with regards to home ownership. If the applicant was willing to make adjustments, he would be open to exploring the possibility of taking it further.

Mr. Andrews said that he shared many of Mr. Pruitt's concerns, and he thought he had expressed them by acknowledging that 80% AMI was essentially equivalent to market rate, regardless of the specific percentage. He said that it was not clear to him that they had seen evidence that this threshold provided

any meaningful benefit.

Mr. Andrews said that despite that, he recognized that in this particular case, the original application's decision to limit the number of units to 1,550, rather than pursuing the larger number, had resulted in an extensive proffer statement that included many beneficial provisions. As a result, he intended to be supportive of this application, but with a great deal of frustration that the 1,520 threshold seemed to offer little tangible benefit to applicants, who would otherwise be unable to afford housing at market rates.

Ms. Mallek said that if they had rules stating that a project must be 100% affordable to qualify, then they should be consistent in enforcing those rules and not allow for exceptions by offering incentives for partial affordability. She said that she did not think it was fair to criticize an applicant for not using an incentive that they did not qualify for, as that would be inconsistent with their stated policy. That was the main point she was trying to convey.

Mr. Pruitt said that he did not think they explicitly stated the threshold, but there was a list of factors that were taken into account. The other project he was aware of, which was currently in the development pipeline, involved a developer who was exploring the use of incentives. While they were not 100% affordable, they did have other compelling factors at play. What he was seeing was that they were struggling to make it work; however, they at least were trying. He said that his issue was that he had not seen the developer of the subject property make that same kind of effort he had seen from another developer.

Ms. LaPisto-Kirtley disagreed; she found this applicant very responsive in terms of dealing with affordable housing. She said that she agreed that there should be lower prices in general, but developers had to accept the conditions of the market.

Mr. Pruitt said that to clarify, his concern was that the developer did not have any idea of the quantified value of the developer incentives for this project, as well as how the incentives would work at different levels of affordability. Specifically, they should know the capital gap of their pro forma before offering it at 80% AMI or 60% AMI. He clarified that he was not expecting that information to be submitted as part of the application; rather, he would expect the developer to have that information when he asked them the question.

Mr. Andrews closed the public hearing and said the matter rested with the Board.

Ms. LaPisto-Kirtley moved that the Board of Supervisors approve ZMA202400008 Brookhill Amendment as revised on September 3, 2025. Ms. McKeel seconded the motion.

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

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

**ORDINANCE NO. 25-A(3)
ZMA 2024-00008**

**AN ORDINANCE TO AMEND THE ZONING MAP FOR
PARCELS 04600-00-00-018A6, 04600-00-00-018A7, AND 04600-00-00-019B6**

WHEREAS, an application was submitted to amend the Neighborhood Model District (NMD) Code of Development on Parcels 04600-00-00-018A6, 04600-00-00-018A7, and 04600-00-00-019B6;

WHEREAS, on July 8, 2025, after a duly noticed public hearing, the Planning Commission recommended approval of ZMA 2024-00008;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Albemarle, Virginia, that upon consideration of the transmittal summary and staff report prepared for ZMA 2024-00008 and their attachments, including the Proposed Code of Development last revised April 21, 2025 and the Proffers revised and signed September 3, 2025, the information presented at the public hearings, any written comments received, the material and relevant factors in Virginia Code § 15.2-2284 and County Code § 18-18.1, and for the purposes of public necessity, convenience, general welfare, and good zoning practices, the Board hereby approves ZMA 2024-00008 with the revised Proposed Code of Development entitled "Brookhill Neighborhood Model Zoning Map Amendment ZMA 2024-00008 Code of Development" prepared by Riverbend Development, last revised on April 21, 2025, and the Proffers revised and signed September 3, 2025.

Original Proffers _____
Amendment X

Brookhill

PROFFER STATEMENT

Date: March 25, 2025
ZMA No. 202400008 Brookhill
Tax Map and Parcel Number(s): 04600-00-00-018A6, 04600-00-00-018A7, 04600-00-00-019B6

This proffer statement shall amend and supersede the amended proffer statement for Brookhill, ZMA 201800011, approved on July 17, 2019.

Owner(s) of Record: **BROOKHILL TOWN CENTER, LLC AND RBD MULTI-FAMILY HOLDINGS II, LLC**

Approximately **26.74** acres zoned **NMD (Neighborhood Model District)**

BROOKHILL TOWN CENTER, LLC is the owner of Tax Map Parcels **04600-00-00-018A6** and **04600-00-00-018A7**, and **RBD MULTI-FAMILY HOLDINGS II, LLC** is the owner of Tax Map Parcel **04600-00-00-019B6**; all of the owners of such parcels are referred to herein, collectively as the "Owner" and the parcels are referred to herein as the "Property". The Property is the subject of the rezoning application identified by Albemarle County (the "County") as "ZMA 2015-007" for a project known as "Brookhill" (the "Project"), which includes the application plan prepared by Collins Engineering entitled, "Brookhill Neighborhood Model District (NMD) Application Plan," last revised September 16, 2016 (the "Application Plan"), and a Code of Development entitled the "Brookhill Neighborhood Model Code of Development," originally approved on November 9, 2016 by the Albemarle County Board of Supervisors and revised for variations #1 and #2 on September 5, 2018 (the "Code of Development"). Capitalized terms, not otherwise defined in these Proffers, shall have the same definitions as set forth in either the Code of Development or the Application Plan.

Pursuant to Section 33 of the Albemarle County Zoning Ordinance, the Owner hereby voluntarily proffers the conditions listed below which shall be applied to the Property if it is rezoned to the zoning district identified above. These conditions are proffered as a part of the proposed rezoning, and the Owner acknowledges that the conditions are reasonable.

1. Transportation Improvements.

- A. **Polo Grounds Road Improvements.** Pursuant to road plans approved by the Virginia Department of Transportation ("VDOT"), the Owner shall construct all intersection and turn lane improvements, including improvements to the horizontal alignment, vertical alignment and cross-section of Polo Grounds Road ("Polo Grounds Road Improvements"). The Polo Grounds Road Improvements shall be completed in two phases. Owner shall begin construction of Phase I, as depicted on the Figure A, Brookhill Traffic Phasing Plan ("Traffic Phasing Plan"), prior to the issuance of a building permit ("Permit") for the first (1st) dwelling within the Project, and the Phase I Polo Grounds Road Improvements shall be substantially completed prior to issuance of either i) a Permit for the fiftieth (50th) dwelling (other than an Assisted Living, nursing home, rest home or convalescent facility) within the Project, or ii) a certificate of occupancy for any units within a multi-family dwelling within the Project. Phase IV, as depicted on the Traffic Phasing Plan, shall be completed prior to issuance of any Permit for a dwelling (other than a multi-family dwelling, Assisted Living, nursing home, rest home or convalescent facility) within Blocks 14-18 of the

Project. The Polo Grounds Road Improvements shall be designed and constructed to applicable VDOT standards, including, without limitation, VDOT's Geometric Design. The Polo Grounds Road Improvements shall be determined to be substantially completed by: i) the Albemarle County Engineer, or its designee, or ii) when they are constructed, inspected and the VDOT construction bond is released, or iii) a VDOT official otherwise confirms that they are substantially complete.

Pursuant to approval by VDOT, Polo Grounds Road Improvements shall include salamander tunnels, shown conceptually in Figure B, ("Salamander Crossing Exhibit"). Maintenance of the salamander tunnels shall be the responsibility of the Owner, and a maintenance agreement shall be established and approved by VDOT during the VDOT review of the road plans for the Polo Grounds Road Improvements.

- B. Route 29 Intersection Improvements. Pursuant to road plans approved by VDOT, the Owner shall construct all intersection and turn lane improvements along Route 29, conceptually depicted on the Application Plan ("Route 29 Intersection Improvements"). The Route 29 Intersection Improvements shall be substantially completed prior to issuance of either i) a Permit for the fiftieth (50th) dwelling (other than an Assisted Living, nursing home, rest home or convalescent facility) within the Project or ii) a certificate of occupancy for any units within a multi-family dwelling within the Project, whichever occurs first. The Route 29 Intersection Improvements shall be designed and constructed to applicable VDOT standards, including, without limitation, VDOT's Geometric Design. The Route 29 Intersection Improvements shall be determined to be substantially completed by: i) the Albemarle County Engineer, or its designee, or ii) when they are constructed, inspected and the VDOT construction bond is released, or iii) a VDOT official otherwise confirms that they are substantially complete.
- C. Ashwood Boulevard Connection. Pursuant to road plans approved by VDOT and a temporary construction easement and maintenance agreement approved by the County, the Owner shall construct the Ashwood Boulevard Connection, as conceptually depicted with improvements and landscaping shown on Exhibit C, Ashwood Boulevard Connection ("Ashwood Boulevard Connection"). The Ashwood Boulevard Connection, which includes a pedestrian connection, shall be bonded prior to road plan approval and substantially completed prior to: i) the issuance of the six hundred and fiftieth (650th) Permit for a dwelling (other than a multi-family dwelling, Assisted Living, nursing home, rest home or convalescent facility) or ii) the issuance of the eight hundredth (800th) Permit for any dwelling type within the Project, whichever first occurs. In any event, Owner shall have completed the Ashwood Boulevard Connection prior to the completion of the western extension of Ashwood Boulevard to Berkmar Drive Extension.

Until such time as the County determines to submit the Ashwood Boulevard Connection for public dedication, the Owner shall be responsible for all maintenance, repairs, bonding and insurance of the Ashwood Boulevard Connection. The Owner shall submit a temporary construction easement and maintenance agreement that is acceptable to the County prior to approval of road plans for Phase I roadway improvements. The Owner's improvements shall be dedicated, together with the County-owned right-of-way at such time as the County determines to submit the Ashwood Boulevard Connection for public dedication. The Ashwood Boulevard Connection shall be determined to be substantially completed by: i) the Albemarle County Engineer, or its designee or ii) when it is constructed, inspected and VDOT has accepted the Ashwood Connection for dedication, or iii) a VDOT official otherwise confirms that they are substantially complete.

- D. Rio Mills Road Connection. Within six (6) months after written request by the County, the Owner shall dedicate to the County, by General Warranty Deed and without consideration, fee simple title to a parcel of land for a public road connection, including right-of-way and granting of easements,

from Rio Mills Road to the Berkmar Drive Extension in the approximate location shown on Exhibit D, Rio Mills Roadway Connection ("Rio Mills Road Connection").

Substantial completion of the Rio Mills Road Connection by VDOT is anticipated prior to December 31, 2023. If VDOT is unable to complete the Rio Mills Road Connection by December 31, 2023 and permission is granted to the Owner by VDOT and the County, the Owner shall be responsible for the construction the Rio Mills Road Connection pursuant to road plans approved by VDOT, in the approximate location shown on Exhibit D, Rio Mills Roadway Connection ("Rio Mills Road Connection"). The Rio Mills Road Connection, if constructed by the Owner, shall be substantially completed prior to December 31, 2027. The Rio Mills Road Connection shall be determined to be substantially completed by: i) the Albemarle County Engineer, or its designee or ii) when it is constructed, inspected and VDOT has accepted the Rio Mills Connection for dedication, or iii) a VDOT official otherwise confirms that they are substantially complete.

The Credit for In-Kind Contributions, as referenced in Proffer 6, shall be increased to \$31,086,662.86 if the Owner completes the construction of the Rio Mills Road Connection.

- E. Transit Stop. The Owner shall construct a Transit Stop within the general location shown as a proposed Transit Stop on the Application Plan (the "Transit Stop"). The Transit Stop shall be designed and constructed in coordination with, and approval by the County Director of Community Development and Regional Transit Authority (if in place) and shall incorporate a shelter, including a rest bench, pedestrian access, and signage equal to or better than the current transit stops for Charlottesville Area Transit (CAT). The Transit Stop shall be installed and completed concurrently with the installation of surrounding roads and sidewalks within Block 1. The Transit Stop and above referenced features shall be dedicated to public use, or the Owner shall grant an easement as necessary to allow for the public access and usage of such facilities.
- F. Public Transit Operating Expenses. Within sixty (60) days of transit services to the Property having commenced by CAT, a regional transit authority, or other provider of transit service selected by the County, the Owner shall contribute Fifty Thousand Dollars (\$50,000) to the County to be used for operating expenses relating to transit service to the Property; and Owner shall contribute Fifty Thousand Dollars (\$50,000) to the County each year thereafter for a period of nine (9) additional years, such that the cash contributed to the County pursuant to this Proffer 1G, shall not exceed Five Hundred Thousand Dollars (\$500,000). The monetary contribution in years two (2) through ten (10) shall be paid by the anniversary date of the first contribution and each such contribution shall be conditioned upon transit service being provided to the Property during the twelve (12) month period prior to such contribution.
- G. Construction Traffic Management. The Owner shall establish Construction Entrances to the Property in locations as approved by the County and VDOT as part of the Erosion and Sediment Control Plan and Site Plan process. During the period in which all roads will be constructed within the Property (and until completion), construction traffic shall be required to use the Construction Entrances as designated in the approved Erosion and Sediment Control Plan. The Owner shall prohibit such construction traffic from entering the Project via Ashwood Boulevard and Montgomery Ridge Road. Once the roads are completed and dedicated for public use the Owner shall no longer have the authority or responsibility to regulate traffic thereon.
- H. Road Improvements, Generally. The road improvements listed in paragraph 1C (the "Road Improvements"), above shall be constructed in accordance with road plans submitted by the Owner and approved by VDOT, and shall be dedicated to public use. All of the Road Improvements shall

be designed and constructed to applicable VDOT standards, including, without limitation, VDOT's Geometric Design.

- I. **Polo Grounds Road Railroad Overpass.** Within ninety (90) days after the request by the County and the approval by VDOT, Owner shall cause to be installed, at Owners expense, a traffic signal at the Polo Grounds Road and Norfolk Southern Railroad Overpass. If, within ten (10) years after the date of issuance of the first (1st) CO for a single-family dwelling within the Project, the County has not so requested, (or VDOT has not approved the traffic signal within that time period) the Owner shall be relieved of any obligation to install a traffic signal.
2. **Trails, Parks and Civic Spaces.** The Owner shall provide the following improvements within the property:
 - A. **Trail Network.** A primitive trail network (the "Trail Network"), consistent with the County's design standards for a Class B- type 1 primitive nature trail, shall be established within the Greenway as described within the Code of Development. The general location of the Trail Network is shown on the Application Plan; however exact trail locations shall be determined by the Owner based on site conditions and in coordination with the County. Installation of the Trail Network shall commence concurrently with the site work for the first Block developed within the Project and the entire trail network shall be substantially completed prior to issuance of the five hundredth (500th) Permit for a dwelling (other than a Multi-family dwelling, Assisted Living, nursing home, rest home or convalescent facility) within the Project. The Trail Network shall be determined to be substantially completed by the Albemarle County Engineer, or its designee.

Upon written request by the County, but not prior to the issuance of the five hundredth (500th) Permit for a dwelling within the Project, the Owner shall dedicate to the County an easement for public use over the Greenway area, as shown on the Application Plan. Prior to the County's request to dedicate such easement, the Owner may dedicate portions of the Greenway by easement concurrently with one or more subdivision plats for areas lying adjacent to the Greenway; provided however, that Owner may reserve in such easements, rights of access for grading, utilities and maintenance. Each subdivision plat shall depict the Greenway area to be dedicated and shall bear a notation that the Greenway area is dedicated for public use. If, at the time the County requests dedication of the Greenway, any part of the Greenway that has not been dedicated by subdivision plat, shall be (within six (6) months of such request) at Owner's cost, surveyed, platted and recorded with one or more deeds of easement dedication.

Pursuant to signage plan approval by the Rivanna Water and Sewer Authority (the "RWSA"), the Owner shall install signage along the Trail Network within the Dam Break Inundation Zone designating evacuation routes. Signage shall be installed as the Trail Network is established.
 - B. **Parks and Civic Spaces.** The Owner shall provide not less than 3.2 acres of land within the Project for Parks and Civic Spaces as described in the Code of Development and generally shown on the Application Plan. Each Park or Civic Space shall be substantially completed prior to the issuance of the fortieth (40th) CO for a residential dwelling unit in the Block in which it is located. Parks and Civic Spaces shall be conveyed to and maintained by the Owner's Association.
3. **Cash Proffer for Capital Improvements Projects.**
 - A. The Owner shall contribute cash on a per "market-rate" dwelling unit basis in excess of the number of units that are allowed by right under the zoning in existence prior to the approval of this ZMA 2015-007 for the purposes of addressing the fiscal impacts of development on the County's public

facilities and infrastructure, i.e., schools, public safety, libraries, parks and transportation. For the purposes of this Proffer 3, the number of units allowed by right under the R-1 Residential zoning is two hundred sixty-nine (269) single-family detached units. A "market rate" unit is any dwelling unit in the Project that is not either a For-Sale Affordable Housing Unit or For -Rent Affordable Unit as described in Proffer 4 ("Market Rate Unit"). The cash contributions shall be Seven Thousand Three Hundred and Thirty-three and 18/100 Dollars (\$7,333.18) for each single family detached Market Rate Unit, other than a constructed For-Sale Affordable Dwelling Unit within the Project qualifying as such under Proffer 4. In other words, the cash contribution for market rate single family units shall begin after the issuance of a CO for the 269th single family dwelling unit and prior to the issuance of a CO for the 270th single family dwelling unit. The cash contributions for each single family attached Market Rate Unit shall be Five Thousand Four Hundred and Forty-seven and 57/100 Dollars (\$5,447.57), other than a constructed For-Sale Affordable Housing Unit or a For Rent Affordable Housing Unit within the Project qualifying as such under Proffer 4. The cash contributions for each multifamily Market Rate Unit shall be Seven Thousand Four Hundred Nineteen and 91/100 Dollars (\$7,419.91), other than a constructed For Sale Affordable Housing Unit or For Rent Affordable Housing Unit within the Project qualifying as such under Proffer 4.

4. Affordable Housing.

The Owner shall provide affordable housing equal to fifteen percent (15%) of the total number of residential units constructed on the Property. For example, if one thousand (1000) total units are constructed in the Project, one hundred fifty (150) units, or their equivalent, are required to be provided to satisfy this Proffer 4, subject to paragraph 4C. The Owner or its successors in interest reserve the right to meet the affordable housing objective through a variety of housing types, including but not limited to for sale units, rental units, accessory units and Carriage Units, ("Affordable Units") or through cash contributions, as more particularly described in sections 4A, 4B and 4C below.

For the additional 300 residential units requested with ZMA202400008, the Owner shall provide affordable housing equal to twenty percent (20%) of the residential units constructed above the 1550 units that were approved in ZMA 201500007.

A. For-Sale Affordable Housing Units. All purchasers of the For-Sale Affordable Housing Units, (defined below) shall be approved by the Albemarle County Housing Office or its designee. "For-Sale Affordable Housing Units" shall be dwelling units offered for sale at prices for which households with incomes less than eighty percent (80%) of the area median income may qualify, and shall not exceed sixty-five percent (65%) of VHDA's Maximum Sales Price for first-time homebuyers. The Owner shall provide the County or its designee a period of one hundred twenty (120) days to identify and prequalify an eligible purchaser For-Sale Affordable Housing Units. The one hundred twenty (120) day period shall commence upon written notice from the Owner that the unit(s) shall be available for sale. This notice shall not be given more than ninety (90) days prior to receipt of the Certificate of Occupancy for the applicable For-Sale Affordable Housing Unit; the County or its designee may then have thirty (30) days within which to provide a qualified purchaser for such For-Sale Affordable Housing Unit. If the County or its designee does not provide a qualified purchaser during the one hundred twenty (120) day period, the Owner shall have the right to sell the unit(s) without any restriction on sales price or income of the purchaser(s). Carriage Units, as defined in the Code, shall not exceed twenty-five percent (25%) of the total Affordable Units.

B. For-Rent Affordable Housing Units.

- (1) Rental Rates. The initial net rent for each rental housing unit for which Owner seeks qualification for the purposes of this Proffer 4, ("For-Rent Affordable Housing Unit") shall not exceed the then-current and applicable maximum net rent rate approved by the Albemarle County Housing Office. In each subsequent calendar year, the monthly net rent for each For-Rent Affordable Housing Unit may be increased up to three percent (3%). For purpose of this Proffer 4B, the term "net rent" means that the rent does not include tenant-paid utilities. The requirement that the rents for such For-Rent Affordable Housing Units may not exceed the maximum rents established in this paragraph 4B shall apply for a period of ten (10) years following the date the certificate of occupancy is issued by the County for each For-Rent Affordable Housing Unit, or until the units are sold as low or moderate cost units qualifying as such under either the Virginia Housing Development Authority, Farmers Home Administration, or Housing and Urban Development, Section 8, whichever comes first (the "Affordable Term").
- (2) Conveyance of Interest. All deeds conveying any interest in the For-Rent Affordable Housing Units during the Affordable Term shall contain language reciting that such unit is subject to the terms of paragraph 4B. In addition, all contracts pertaining to a conveyance of any For-Rent Affordable Housing Unit, or any part thereof, during the Affordable Term shall contain a complete and full disclosure of the restrictions and controls established by this paragraph 4B. At least thirty (30) days prior to the conveyance of any interest in any For-Rent Affordable Housing Unit during the Affordable Term, the then-current Owner shall notify the County in writing of the conveyance and provide the name, address and telephone number of the potential grantee, and state that the requirements of this paragraph 4B(2) have been satisfied.
- (3) Reporting Rental Rates. During the Affordable Term, within thirty (30) days of each rental or lease term for each For-Rent Affordable Housing Unit, the then-current Owner shall provide to the Albemarle County Housing Office a copy of the rental or lease agreement for each such unit rented that shows the rental rate for such unit and the term of the rental or lease agreement. In addition, during the Affordable Term, the then-current Owner shall provide to the County, if requested, any reports, copies of rental or lease agreements, or other data pertaining to rental rates as the County may reasonably require.

C. Cash in lieu of Constructing Affordable Dwelling Units.

In lieu of constructing For-Sale, or For-Rent Affordable Dwelling Units for fifteen percent (15%) of the total number of Units, the Owner has the option to make a cash contribution to Albemarle County for the affordable housing program in the amount of Twenty-Four Thousand and Three Hundred Seventy Five Dollars (\$24,375.00) (the "Affordable Housing Cash Proffer") for each such unit as follows: the Owner shall exercise the option to make, and thereby shall pay the Affordable Housing Cash Proffer to the County, if the Affordable Housing requirement has not been proportionally met otherwise, in four (4) installments; after an inspection and prior to the issuance of approval of a CO for each of the two hundredth (200th), five hundredth (500th), eight hundredth (800th), and one thousandth (1000th) dwelling unit within the Project. The total Cash in lieu contribution due to Albemarle County at each of the four (4) payment periods as noted above shall be calculated based on the total number of Certificates of Occupancy issued for Market Rate and Affordable Housing Units.

5. Cost Index.

Beginning January 1 of each year following the approval of ZMA 2015-007, the amount of each cash contribution required by Proffers 3 and 4 (collectively, the "Cash Contributions" and individually "Cash Contribution") shall be adjusted annually until paid, to reflect any increase or decrease for the proceeding

calendar year in the Marshall and Swift Building Cost Index for masonry walls in the Mid-Atlantic ("MSI"). The annual adjustment shall be made by multiplying the proffered Cash Contributions amount due for the preceding year by a fraction, the numerator of which shall be the MSI as of December 1 in the preceding calendar year, the denominator of which shall be the MSI as of December 1 in the year preceding the calendar year most recently ended (the "Annual Percentage Change"). By way of example, the first annual adjustment shall be $\$7,333.18 \times 2017 \text{ MSI} / 2016 \text{ MSI}$. Each annual adjustment shall be based on the amount of the proffered Cash Contribution due for the immediately preceding year based on the formula contained in this Proffer 5 (the amount derived from such formula shall be referred to hereinafter as the "Cash Contribution Due"), provided, however, in no event shall the Cash Contribution amount paid by the Owner be less than Seven Thousand Three Hundred Thirty-three and 18/100 Dollars \$7,333.18 per single family detached Market Rate Unit and Five Thousand Four Hundred Forty-seven and 57/100 Dollars \$5,447.57 per single family attached Market Rate Unit and Seven Thousand Four Hundred Nineteen and 91/100 Dollars \$7,419.91 per multifamily Market Rate Unit under Proffer 3 or Twenty-Four Thousand and Three Hundred Seventy Five Dollars \$24,375.00 per affordable dwelling unit under Proffer 4 (the "Minimum Cash Contribution"). The Annual Percentage Change shall be calculated each year using the Cash Contribution Due, even though it may be less than the Minimum Cash Contribution, HOWEVER, the amount paid by the Owner shall not be less than the Minimum Cash Contribution. For each cash contribution that is being paid in increments, the unpaid incremental payments shall be correspondingly adjusted each year.

6. Credit For In-Kind Contributions.

Notwithstanding the provisions of these Proffers to the contrary, the Owner's obligation to pay Cash Contributions shall not commence until the number of units, to which such Cash Contributions apply have been completed that results in what would otherwise have been a total Cash Contribution equal to the total value of: i) the Elementary School Site, and related improvements to be completed by Owner, ii) the High School Site, iii) the Polo Grounds Road Improvements, iv) Route 29 Intersection Improvements, v) Ashwood Boulevard Connection, and vi) the Trail Network, (collectively referred to as the "In-kind Contribution"). The In-Kind Contribution amount shall be \$28,336,662.00. The In-kind Contribution reflects the value of the improvements that the Owner has committed to make in these proffers that are for the benefit of the public. In other words, the Owner shall not be required to pay any per unit Cash Contributions until the time of the issuance of the building permit for a new unit completed after applying a credit for the In-kind Contribution. In the event that the Project is completed prior to the balance of the In-kind Contribution being exhausted, any remaining balance of the In-kind Contribution may not be applied for any other project or development.

7. Elementary School Site.

Within one year after written request by the County, but in no event earlier than one year after the date of issuance of the first (1st) CO issued for a dwelling within the Project, the Owner shall dedicate to the County, by General Warranty Deed and without consideration, fee simple title to a parcel of land for a public elementary school of, as shown on Figure E: Brookhill School Sites Exhibit and labeled "Elementary School Site" (the "Elementary School Site"). The Elementary School site shall not be less than seven (7) acres, and shall abut a publicly-dedicated right of way. The Elementary School Site shall be a graded and compacted pad site with water, sewer and electricity utility connections constructed to the edge of the parcel to accommodate an elementary school according to standards of the County School Division's Building Services Department. At the option of the County, and in lieu of the construction of a school, a public park may be established by the County on the Elementary School Site.

AMT
9/2/25
AMT
9/2/25

Until such time that the County requests the Elementary School Site, the site shall be available as a park and may include amenities such as playing fields, a covered pavilion, sport courts and parking.

8. Public High School or Institutional Use Site.

Within one year after written request by the County, the Owner shall dedicate to the County, by General Warranty Deed and without consideration, fee simple title to a parcel of land for a public high school, and/or such other use as the County may determine suitable, of not less than fifty (50) acres abutting a publicly-dedicated right of way, as shown on Figure E: Brookhill Schools Sites Exhibit and labeled "High School Site" (the "High School Site"). The High School Site shall be conveyed as-is, without any improvements or warranty as to suitability.

9. Historic Resources.

- A. National Register of Historic Places Eligibility. The existing Brookhill dwelling is eligible for the National Register of Historic Places. Owner shall address any adverse impact to this designation as part of the Section 106 Review under the National Historic Preservation Act of 1966 (NHPA), which is administered by the Virginia Department of Historic Resources (DHR).
- B. Cemetery Delineation. Owner shall i) delineate any cemeteries encountered within the Project on the site plan or subdivision plat for the area to be developed which contains such cemetery or cemeteries, and ii) submit a treatment plan for any such cemetery for approval by the County Director of Community Development, or its designee at the plan or plat review.
- C. Greenway Area Woodlands Camp. There shall be no land disturbance by Owner or by any of its licensees, or successors of the Woodlands Camp located in the Greenway Area and identified in the Phase I Historic Resources Study for the Project.

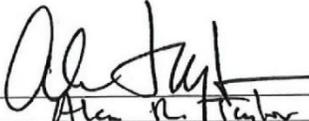
This Proffer Statement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Pages to Follow]

WITNESS the following signature:

OWNER of Tax Map Parcel 04600-00-00-018A6 and 04600-00-00-018A7:

BROOKHILL TOWN CENTER, LLC, a Virginia limited liability company

By: 
Name: Alan R. Taylor
Title: President
Date: 8/12/2025

By: 
Name: Alan R. Taylor
Title: President
Date: 9/3/2025

OWNER of Tax Map Parcel 04600-00-00-019B6:

RBD MULTI-FAMILY HOLDINGS II, LLC, a Virginia limited liability company

By: 
Name: Alan R. Taylor
Title: President
Date: 8/12/2025

By: 
Name: Alan R. Taylor
Title: President
Date: 9/3/2025

Agenda Item No. 20. From the Board: Committee Reports and Matters Not Listed on the Agenda.

Ms. Mallek stated that she had a couple of quick reports from the Virginia Association of Counties (VACo) Summit a couple weeks ago. She had forwarded an email to the Supervisors today that they could read at their leisure if they were interested in the report from the Environment, Energy and Land Use Committee. The meeting was quite contentious, as many of the topics were at odds with each other.

Ms. Mallek said that afterwards, Rob Farrell, the Director of the Department of Forestry, mentioned his offer to the County to develop a Memorandum of Understanding to assist the County in supervising land clearing monitoring. This was particularly relevant, as they had a "black hole" issue where landowners claimed to be using timbering for their properties, but in reality, they were clearing-cutting without proper stormwater management, and then claiming to be following forestry rules. However, when foresters inspected the properties, they often found that the stumps had been removed, and the damage had already been done, leading to erosion and other issues, with a resulting gap in enforcement measures.

Ms. Mallek said that she hoped that this cooperation with the Department of Forestry would help reduce these runaround behaviors, which they had recently seen in Free Union. The recent heavy rainfall in July had caused significant flooding downstream from one of these properties, affecting many people's

backyards. She hoped that this would enable County staff to do a more thorough job going forward without these gaps in authority.

Ms. Mallek said that regarding the Supplemental Nutrition Assistance Program (SNAP) issues from the state, the report from Katie Boyle highlighted that Virginia was one of 10 states that administered SNAP, with a \$13 million in local administrative funding through the federal program. Virginia was second only to California in terms of the impact on administration, and the impacts on benefits were much higher. The new HR-1 bill was the largest bill ever to pass in the U.S., but it may take 10 years for the rules to be issued on how to carry it out. This uncertainty was causing significant concern, particularly for people who relied on these benefits.

Ms. Mallek explained that Virginia had an 11% error rate in SNAP, which was a serious issue and that the errors could be higher or could be lower. If the error rate was above 6%, it could lead to serious consequences. She noted that Cardinal News had reported on the outdated technology that the state had been using, which made it difficult to keep up with SNAP paperwork. This had led to delays and errors, resulting in millions of dollars in costs to play catch-up in order to maintain the program.

Ms. Mallek said that lastly, the General Assembly was asking localities to share ideas on where the cost shifts would be significant to their budgets as they saw these federal changes evolve. Her response was that if the state would pay their bills, they would all be better off, as they would not have a surplus if they would just pay their bills to the localities. She hoped that staff would consider all of these other cost shifts as they prepared for their upcoming legislative meetings.

Ms. McKeel said that she agreed with Ms. Mallek that Virginia's error rate with SNAP would likely be less if the General Assembly had paid for systems upgrades and maintenance. She said that on another note, Mr. Bellamy Brown was late to the meeting and could not give his comments during the public comment period. She said that he wanted to discuss with the Board the Bennett Village update, the CIP final grant report, thanking them for the \$65,000 from the County's nonprofit Capital Improvement Process.

Ms. McKeel said that Mr. Brown had sent out an email to the Board with the report, and the final portion stated that they were incredibly grateful for Albemarle County's commitment to creating an inclusive play space in their community, and they looked forward to collaboration and partnership in the future as they continued making their community a more inclusive space for all to play. She said that she thought it was very kind of him to reach out to the Board, and she wanted to say how thrilled she was for the playground.

Mr. Pruitt noted that in their capital appropriation, there was a \$40,000 grant that the County was appropriating from a donation that they had received from the shuttered Scottsville Volunteer Rescue Squad. As part of the changes in how Emergency Services were operated down there, that nonprofit was dwindling down its fund.

Mr. Pruitt said that they had reached out to County leadership about how they could spend that in a way that was serving Southern Albemarle. Specifically, they had requested that the money be used for more accessible playground equipment in Dorrier Park, which was what that funding was hopefully going to be focused on. He said that yet another accessible play space was being brought to Albemarle County.

Mr. Gallaway noted that he would be attending Senator Warner's event "Keys to Housing Affordability" this coming Monday in Richmond. He would be in attendance and happy to report back on what transpired there.

Agenda Item No. 21. Adjourn.

At 7:42 p.m., the Board adjourned its meeting to September 10, 2025, 2:00 p.m., Room 241, Albemarle County Office Building, 401 McIntire Road, Charlottesville, VA, 22902, which would be a special meeting to hold a Work Session on AC44.

Chair

Approved by Board
Date: 02/18/2026
Initials: CKB