

ACTIONS Board of Supervisors Meeting of May 21, 2025		
May 28, 2025		
AGENDA ITEM/ACTION	ASSIGNMENT	VIDEO
1. Call to Order. <ul style="list-style-type: none"> The meeting was called to order at 1:02 p.m., by the Chair, Mr. Andrews. All BOS members were present with the exception of Mr. Ned Gallaway. Also present were Jeff Richardson, Andy Herrick, and Claudette Borgersen. 		
4. Adoption of Final Agenda. <ul style="list-style-type: none"> Added a request to authorize chair to sign a Letters of Support for Congressional Directed Spending Program – Dam Repair Application Under item #18. By a vote of 5:0:1 (Gallaway Absent), ADOPTED the final agenda as amended. 		
5. Brief Announcements by Board Members. <u>Bea LaPisto-Kirtley</u> : <ul style="list-style-type: none"> Reminded community members to vote and noted that the deadline for early voting was June 17. <u>Mike Pruitt</u> : <ul style="list-style-type: none"> Thanked the Board for attending the joint meeting with the Scottsville Town Council, noting that the meeting took place during the flood warnings, allowing the Board to witness the critical maintenance work being done on the levy and the efforts of the Scottsville volunteers in operating it. <u>Diantha McKeel</u> : <ul style="list-style-type: none"> Expressed her gratitude to Albemarle County Fire and Rescue and Police Department for their exceptional ongoing service to their community. <u>Ann Mallek</u> : <ul style="list-style-type: none"> Recognized the recent passing of Jerry Connolly, a longtime friend of local government and at-large chair of the Fairfax Board of Supervisors Cautioned community members to be aware of text scams that imply that a child or family member is in need. Stated that the Memorial Day celebration in Earlysville would be held on Monday at 10 a.m. at Earlysville Green, with Colonel James O'Kelly, USMC (Ret.), as the keynote speaker. <u>Jim Andrews</u> : <ul style="list-style-type: none"> Congratulated all graduates, noting that UVA graduation had just occurred. Mentioned that there had been a series of community design nights for Resilient Together, and the next would take place on May 29 at the Greenwood Community Center from 6 to 8 p.m. He noted that there would be an opportunity for the public to participate in the process. 		Link to Video
6. Proclamations and Recognitions. <ol style="list-style-type: none"> Proclamation Recognizing May as Older Americans' Month. By a vote of 5:0:1 (Gallaway Absent), ADOPTED proclamation Recognizing May as Older Americans' Month. 	(Attachment 1)	
7. From the Public: Matters Not Listed for Public		

<p>Hearing on the Agenda.</p> <ul style="list-style-type: none"> • <u>The following community members spoke regarding joining the Biophilic Cities Network:</u> <ul style="list-style-type: none"> • Mona El Khafif, • Christine Putnam • JD Brown • <u>The following community members spoke regarding item #11 on the agenda.</u> <ul style="list-style-type: none"> • Keisha Washington • Richard Trembly • Neil Williamson • Christine Robinson • <u>Kim Biasioli</u>, Piedmont Environmental Council (PEC), spoke regarding item #9 on the agenda. • <u>James Walker</u>, Scottsville Community Chamber of Commerce, spoke regarding the joint meeting with Scottsville Town Council. • <u>Peggy Gilges</u>, Jack Jouett Magisterial District and member of the Solid Waste Alternatives Advisory Committee (SWAAC), spoke regarding two recently submitted recommendations to the Board regarding support for extended producer responsibility policies and establishing permitting and reporting guidelines for waste haulers handling municipal solid waste, recyclables, organic waste, and construction and demolition materials collected within Albemarle County. 		
<p>8.2 Authorize a Public Hearing for a Compensation Increase for Board of Supervisors Members.</p> <ul style="list-style-type: none"> • SCHEDULE a public hearing on the proposed ordinance. 	<u>Clerk:</u> Schedule on a future agenda and advertise in the Daily Progress.	
<p>8.3 Authorize a Public Hearing for a Compensation Increase for Planning Commission and Other Appointed Boards.</p> <ul style="list-style-type: none"> • SCHEDULE a public hearing on the proposed ordinance. 	<u>Clerk:</u> Schedule on a future agenda and advertise in the Daily Progress.	
<p>8.4 Sugar Hollow Reservoir Trailhead Project Administration Agreement (PAA).</p> <ul style="list-style-type: none"> • ADOPTED resolution authorizing the County Executive to sign a PAA with VDOT. 	<u>Clerk:</u> Forward copy of signed resolution to Facilities and Environmental Services and County Attorney's office. (Attachment 2) <u>County Attorney:</u> Provide Clerk with copy of signed Project Administration Agreement (PAA). (Attachment 3)	
<p>8.5 SE-2025-00014 Flow Hyundai Screening of Vehicles Awaiting Repair.</p> <ul style="list-style-type: none"> • ADOPTED Resolution to approve a special exception to waive County Code § 18-5.1.31(b). 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 4)	
<p>9. Cost of Community Services Study.</p> <ul style="list-style-type: none"> • HELD. 		
<p>10. Economic Development Strategic Plan.</p> <ul style="list-style-type: none"> • HELD. 		
<p>Recess. At 4:01 p.m., the Board recessed and reconvened at 4:13 p.m.</p>		
<p>Note: Ms. McKeel left the meeting at 4:12 p.m.</p>		
<p>11. Affordable Housing Trust Fund.</p> <ul style="list-style-type: none"> • HELD. 		

<p>12. Closed Meeting.</p> <ul style="list-style-type: none"> At 5:33 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia: under subsection (1) to discuss and consider the annual performance of the County Attorney; and under subsection (3), to discuss and consider the disposition of publicly held real property in the White Hall Magisterial District, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the County and the Board. 		
<p>13. Certify Closed Meeting.</p> <ul style="list-style-type: none"> At 6:03 p.m., the Board reconvened into open meeting and certified the closed meeting. 		
<p>14. From the County Executive: Report on Matters Not Listed on the Agenda.</p> <ul style="list-style-type: none"> Presented the May 2025 Progress Albemarle Report. 		
<p>15. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <u>Owen Sailli</u>, County resident and Albemarle County student, spoke regarding invasive species threats to the ecosystem. <u>Alicia Lenahan</u>, Scottsville Magisterial District, expressed her concerns regarding the Albemarle County purchase of the Peregrine data acquisition system and the i2 Analyst Notebook. <u>Karen Mann</u>, Fluvanna resident and pastor of Sojourners UCC (United Church of Christ), spoke towards ICE raids. 		
<p>16. <u>Pb. Hrg.: VDOT/Albemarle County FY 26-31 Secondary Six-Year Plan Public Hearing.</u></p> <ul style="list-style-type: none"> By a vote of 4:0:2 (Gallaway, McKeel Absent), ADOPTED the Resolution approving the FY 26-31 Secondary Six-Year Plan and AUTHORIZED the County Executive to sign the FY 26-31 Secondary Six-Year Plan. By a vote of 4:0:2 (Gallaway, McKeel Absent), APPROVED the proposed Albemarle County Unpaved Road Policies and Review Process. By a vote of 4:0:2 (Gallaway, McKeel Absent), APPROVED the proposed Albemarle County Priority List for Secondary Road Improvements. 	<p><u>Clerk:</u> Forward copy of signed resolution to VDOT District Administration, Community Development, and the County Attorney's office. (Attachments 5)</p>	
<p>17. <u>Pb. Hrg.: SP202400025 400 Rio Rd. W Outdoor Storage, Display, and Sales.</u></p> <ul style="list-style-type: none"> By a vote of 4:0:2 (Gallaway, McKeel Absent), ADOPTED the resolution to approve SP202400025 with conditions. 	<p><u>Clerk:</u> Forward copy of signed resolutions to Community Development and County Attorney's office. (Attachments 6).</p>	
<p>18. From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <ol style="list-style-type: none"> Authorize Chair to Sign Letters of Support for Congressional Directed Spending Program – Dam Repair Application. By a vote of 4:0:2 (Gallaway, McKeel Absent), Authorized the Chair to sign the Letter of Support. Other Matters. <p><u>Mike Pruitt:</u></p>		

<ul style="list-style-type: none"> Reported that he had attended the 5th and Avon CAC (Community Advisory Committee) which focused on the former Cavalier Crossing property. <p><u>Jim Andrews:</u></p> <ul style="list-style-type: none"> Commented that he, Ann Mallek, and Trevor Henry, had attended the VACO III and V regions meeting on legislative priorities and noted that noted that Mr. Henry had given an excellent presentation on Rivanna Futures. 		
<p><u>Non-Agenda:</u> Closed Meeting.</p> <ul style="list-style-type: none"> At 7:19 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia under subsection (1) to discuss and consider the annual performance of the County Attorney. 		
<p><u>Non-Agenda:</u> Certify Closed Meeting.</p> <ul style="list-style-type: none"> At 7:41 p.m., the Board reconvened into open meeting and certified the closed meeting. 		
19. Adjourn to May 28, 2025, 2:00 p.m., Room 241 <ul style="list-style-type: none"> The meeting was adjourned at 7:42 p.m. 		

ckb/tom

Attachment 1 – Proclamation Recognizing May as Older Americans’ Month

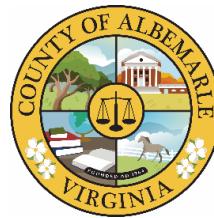
Attachment 2 – Resolution To Authorize a Project Administration Agreement (PAA) With VDOT for the Sugar Hollow Reservoir Trailhead Project

Attachment 3 – Project Administration Agreement (PAA) With VDOT for the Sugar Hollow Reservoir Trailhead Project

Attachment 4 – Resolution to Approve SE2025-000014 Flow Hyundai Special Exception

Attachment 5 – Resolution to Approve the Secondary System Six-Year Plan (FY 26-31)

Attachment 6 – Resolution to Approve SP202400025 400 Rio Road West Outdoor Storage, Display, and/or Sales



Proclamation Recognizing May as Older Americans' Month

WHEREAS, May is Older Americans Month, a time for us to recognize and honor older adults in Albemarle County, Virginia, and their immense influence on every facet of American society; and

WHEREAS, Albemarle County recognizes how, through their wealth of life experience and wisdom, older adults guide our younger generations and carry forward abundant cultural and historical knowledge; and

WHEREAS, Albemarle County recognizes that older Americans improve our community through intergenerational relationships, community service, civic engagement, and many other activities; and

WHEREAS, Albemarle County benefits when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

WHEREAS, Albemarle County must ensure that older Americans have the resources and support needed to stay involved in their communities, reflecting our commitment to inclusivity, connectedness.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Albemarle County Board of Supervisors, urge every resident to Flip the Script on Aging, this year's theme, and transform how we talk about and perceive aging, celebrating older adults' profound impact on our local community, empowered by social connections, health resources, and support for older adults; and

BE IT FURTHER PROCLAIMED that we, the Albemarle County Board of Supervisors, hereby proclaim May 2025 to be Older Americans Month.

**RESOLUTION TO AUTHORIZE A PROJECT ADMINISTRATION AGREEMENT (PAA)
WITH VDOT FOR THE SUGAR HOLLOW RESERVOIR TRAILHEAD PROJECT**

WHEREAS, the Federal Lands Access Program (FLAP) Grant for the Sugar Hollow Reservoir Trailhead Project (the Project) requires the County to execute a Project Administration Agreement (PAA) with the Virginia Department of Transportation (VDOT); and

WHEREAS, the rights and responsibilities of the County and VDOT concerning the administration of the Project as described in the PAA are acceptable to the County;

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby authorizes the County Executive to sign a Project Administration Agreement for the Project, once approved as to form and substance by the County Attorney.

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
0614-002-032	126035	Albemarle County

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

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

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the LOCALITY is responsible for administering the Project in accordance with DEPARTMENT guidelines, including the most current *Locally Administered Projects Manual* ("LAP Manual"), and with the program specific requirements shown in Appendix B, based on the nature of the allocated funding for the Project as shown in the Appendix A; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of all phases of work for the Project in accordance with applicable federal, state and local laws and regulations; and

WHEREAS, the LOCALITY's governing body has by resolution, demonstrated the LOCALITY'S commitment to provide local funding for the Project to the extent contemplated by this Agreement and further, by resolution or otherwise, authorized its designee to execute this Agreement, and said authorizations are attached hereto.

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

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.

2. The LOCALITY shall:

- a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as expressly required by federal or state laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the DEPARTMENT when the facilities are maintained by the DEPARTMENT.
- b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, all applicable Commonwealth Transportation Board and DEPARTMENT policies, and those additional requirements as identified in Appendices A and B to this Agreement. Noncompliance with this requirement may result in deallocation of the funding from the Project, rescission of state funding match, termination of this Agreement, or the DEPARTMENT's denial of future requests to administer projects by the LOCALITY, all of which actions are at the discretion of the DEPARTMENT or as can be taken pursuant to applicable laws, regulations, or policies.
- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, advertisement and award for the Project, as required in the most current LAP Manual and other applicable DEPARTMENT guidelines.
- d. Administer the Project in accordance with the DEPARTMENT's most current LAP Manual and other guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of the Project's development as required in the LAP Manual and any supplemental guidance and directives of the DEPARTMENT and retain documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the DEPARTMENT'S acceptance of the final voucher on the Project.
- f. At least quarterly, but no more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a summary of all payment requests, payments and adjustments. A request for reimbursement shall be made within 90 days after any eligible Project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures

shall not exceed funds allocated each year for the Project by the Commonwealth Transportation Board in the Six Year Improvement Program.

- g. Acknowledges that for federally-funded projects and pursuant to 2 CFR § 200.339, Remedies for Noncompliance, failure to comply with federal laws and regulations, or the terms and conditions of federal awards, may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- h. Reimburse the DEPARTMENT for all Project expenses incurred by the DEPARTMENT if, due to action or inaction of the LOCALITY, federally-funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement is required by the provisions of § 33.2-214 or § 33.2-331 of the Code of Virginia (1950), as amended, or other applicable provisions of federal, state, or local law or regulations.
- i. On projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- j. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the Project may result in forfeiture of federal or state-aid reimbursements.
- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the Project.
- l. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project in accordance with the final constructed design as approved by the DEPARTMENT. The LOCALITY agrees that any modification of the approved design features, without the approval of the DEPARTMENT, may, at the discretion of the DEPARTMENT, result in restitution either physically or monetarily as determined by the DEPARTMENT.

3. The DEPARTMENT shall:
 - a. Perform any actions and provide any decisions and approvals, within a reasonable time, which are the responsibility of the DEPARTMENT, required by federal and state laws and regulations, or as otherwise agreed to, in writing, between the parties, and provide

necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.

- b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. Where applicable, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraphs 2. a. and 3.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
 - e. Upon LOCALITY'S request, make available to the LOCALITY guidelines to assist the Parties in carrying out responsibilities under this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to § 33.2-1011 of the Code of Virginia (1950), as amended.
5. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. State and federal Project funding is limited to those identified in the Appendix A of this Agreement and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in federal or state funding is subject to DEPARTMENT policy and procedures applicable to the funding source and is not guaranteed.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary

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

9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 2.f, 2.h., and 3.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.
10. Prior to any action pursuant to paragraphs 2.b, 2.g. or 2.h.of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement or at law or in equity.
11. THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any Party.
12. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. THIS AGREEMENT may be modified only in writing by mutual agreement of the Parties.

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

COUNTY OF ALBEMARLE, VIRGINIA:

Signature _____ Date _____

Title

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Signature _____ Date _____

Chief of Policy, Commonwealth of Virginia, Department of Transportation

Attachments

Appendix A

Appendix B

Appendix A - Locally Administered

Version: Original

Prepared Date: 23-Jul-24

Project Details

UPC: 126035	State Project #: 0614-002-032	CFDA #: 20.224	Locality UEI #: HZHJJ899LLU5
Locality: Albemarle County		Address: 401 McIntire Road, Charlottesville, VA 22902-4596	
Work Description:	FLAP Sugar Hollow Reservoir: New trailhead, Route 614 roadway and parking improvements	Project Location (Zip +4)	22932-2238

Project Points of Contact

Locality Project Manager	VDOT Project Coordinator
Name: Lance Stewart	Name: John Price
Phone: 434-296-5186	Phone: 540-347-6371
Email: lstewart@albemarle.org	Email: John.Price@VDOT.Virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total
Estimated Locality Project Expenses	\$93,443	\$0	\$1,212,121	\$1,305,564
Estimated VDOT Project Oversight	\$20,400	\$0	\$18,600	\$39,000
Estimated Total Project Costs	\$113,843	\$0	\$1,230,721	\$1,344,564

Project Financing

Note - The funds order is not indicative of the actual spend order of funds on the project.

This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY for the Project.

Authorized Locality Official

Date

Authorized VDOT Official

Date _____

Printed Name of Locality Official

Printed Name of VDOT Official

Title of Locality Official

Title of VDOT Official

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

Updated June 2022

Locally Administered Federal-Aid Agreement

Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
0614-002-032	126035	Albemarle County

SMART SCALE

Administration of this Project, including but not limited to the Project estimate, schedule and commitment to funding, is subject to the requirements established in the Commonwealth Transportation Board's (CTB's) most current *Policy for Implementation of the SMART SCALE Project Prioritization Process*, the applicable requirements of the Code of Virginia, and VDOT's applicable *Instructional and Informational Memoranda*.

Without limiting the foregoing, this Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the Six-Year Improvement Plan (SYIP) as a funding priority unless certain conditions set forth in the CTB's most current *Policy for Implementation of a Project Prioritization Process* arise. Pursuant to the CTB's *Policy for Implementation of a Project Prioritization Process*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected Project.

This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or the localities within the metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project.

Transportation Alternatives Program

This Project shall be administered in accordance with VDOT's most current *Transportation Alternatives Program Guide*.

Without limiting the foregoing, CTB policy for allocations from the Transportation Alternatives Programs requires that the Project must be advertised or otherwise under construction within four years of the initial Project allocation or otherwise be subject to deallocation, unless prior Department approval has been provided.

The DEPARTMENT shall conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act, unless otherwise agreed to in writing and attached to this Agreement. The LOCALITY is responsible for implementing any environmental commitments resulting from the environmental studies. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting

any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental studies and submissions will be provided to the LOCALITY and deducted from the Project funds.

Regional Surface Transportation Program (RSTP)

Allocated Regional Surface Transportation Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Congestion Mitigation Air Quality (CMAQ)

Allocated Congestion Mitigation and Air Quality Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Revenue Sharing

This Project shall be administered in accordance with VDOT's most current *Revenue Sharing Program Guidelines*.

Without limiting the foregoing, the Project shall be initiated such that at least a portion of the Revenue Sharing Funds are expended within one year of allocation. For any project that has not been initiated within one year, the CTB has the discretion to defer consideration of future allocations until the Project moves forward. Further, if the Project has not been initiated within two fiscal years subsequent to the allocation of Revenue Sharing Funds, the Revenue Sharing Funds for the Project may be subject to deallocation from the Project at the discretion of the CTB.

State of Good Repair (SGR) Bridge

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must initiate the Preliminary Engineering or the Construction Phase within 24 months of award of funding or become subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's *State of Good Repair Program Prioritization Process Methodology*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same bridge structure to account for a cost increase on a previously selected Project.

State of Good Repair (SGR) Paving

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must be advertised within twelve months of award funding or be subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's State of Good Repair Program Prioritization Process Methodology, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same roadway segment to account for a cost increase on a previously selected Project.

Economic Access

This Project shall be administered in accordance with VDOT's most current *Economic Development Access Program Guide*.

Airport Access

This Project shall be administered in accordance with VDOT's most current *Airport Access Program Guide*.

Recreational Access

This Project shall be administered in accordance with VDOT's most current *Recreational Access Program Guide*.

Highway Safety Improvement Program (HSIP)

Allocated Highway Safety Improvement Program (HSIP) funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Local Funds

All local funds included in Appendix A have been formally committed by the LOCALITY board or council, subject to appropriation.

Authorized Locality Official Signature and Date

Printed Name of Locality Official

**RESOLUTION TO APPROVE SE2025-000014
FLOW HYUNDAI SPECIAL EXCEPTION**

WHEREAS, upon consideration of the staff reports prepared for SE2025-000014 Flow Hyundai Special Exception and the attachments thereto, including staff's supporting analysis, any comments received, and all relevant factors in Albemarle County Code §§ 18.1-5.1(a) and 18-33.9(A), the Albemarle County Board of Supervisors hereby finds that the requirement of Albemarle County Code § 18-5.1.31(b) would not forward the purposes of the Zoning Ordinance on Parcel 04500-00-00-068C0 or otherwise serve the public health, safety, or welfare;

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby grants a special exception to waive County Code § 18-5.1.31(b) on Parcel 04500-00-00-068C0, on the condition that the final site plan include a landscape plan that contains the following elements, to the satisfaction of the Director of Planning:

- a. A landscape buffer adjacent to Berkmar Drive that considers the alignment of the future shared-use path, as indicated on the Flow Hyundai Concept Plan + Exhibits by Shimp Engineering last revised April 11, 2025, and screens parking areas for vehicles awaiting repair; and
- b. Landscaping in the buffer along Berkmar Drive, meeting or exceeding the requirements of County Code § 18-32.7.9, including a mix of large shade trees, flowering ornamental trees, evergreen trees, and evergreen shrubs.

**RESOLUTION TO APPROVE
THE SECONDARY SYSTEM SIX-YEAR PLAN (FY 26-31)**

WHEREAS, Virginia Code § 33.2-331 provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary System Six-Year Plan; and

WHEREAS, at its April 2, 2025 meeting, the Board agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (FY 26-31), after being duly advertised so that all residents of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List; and

WHEREAS, local and regional representatives of the Virginia Department of Transportation recommend approval of the Secondary System Six Year Plan (FY26-31); and

WHEREAS, the Secondary System Six Year Plan (FY 26-31) is in the best interest of the County and of the residents of the County.

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle County Board of Supervisors hereby approves the Secondary System Six-Year Plan (FY 26-31) and authorizes the County Executive to sign the Secondary System Six-Year Plan (FY 26-31); and

BE IT FURTHER RESOLVED, that the clerk of the Board shall forward a certified copy of this resolution to the District Administrator of the Virginia Department of Transportation.

**RESOLUTION TO APPROVE SP202400025
400 RIO ROAD WEST OUTDOOR STORAGE, DISPLAY, AND/OR SALES**

WHEREAS, upon consideration of the staff reports prepared for SP202400025 400 Rio Road West Outdoor Storage, Display, and/or Sales and all of their attachments, including staff's supporting analysis, the information presented at the public hearings, any comments received, and all of the relevant factors in Albemarle County Code §§ 18-30.6.3(a)(2)(b) and 18-33.8(A), the Albemarle County Board of Supervisors hereby finds that the proposed special use will:

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

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves SP202400025 400 Rio Road West Outdoor Storage, Display, and/or Sales, subject to the conditions attached hereto.

* * *

SP202400025 400 Rio Road West Outdoor Storage, Display, and/or Sales Special Use Permit Conditions

1. Use of this site must be in general accord with the 400 Rio Road West Conceptual Layout Plan by Timmons Group dated March 07, 2025. To be in general accord:
 - a. Materials and equipment must be stored only in areas indicated for storage on the Concept Plan; and
 - b. The security fence must be a metal picket style and is subject to ARB approval with the final site plan.
2. Materials and equipment taller than the fence height must be stored outside of the cross-hatched area as shown on the Concept Plan.
3. Site plan approval is subject to ARB approval of the landscape plan (submitted with the site plan). Landscaping shown on the plan may be required to exceed the minimum requirements of the ARB guidelines and/or the Zoning Ordinance to mitigate the visual impacts of the proposed use.
4. Any new lighting is subject to ARB approval. Maximum light levels must not exceed 20 footcandles. The maximum height of pole lights must not exceed 20'. All fixtures must have lamps whose color temperature is between 2000 and 3000 Kelvin. All site- and building-mounted fixtures must be full cutoff.

