

ACTIONS Board of Supervisors Meeting of February 16, 2022		
February 17, 2022		
AGENDA ITEM/ACTION	ASSIGNMENT	VIDEO
1. Call to Order. <ul style="list-style-type: none"> Meeting was called to order at 1:00 p.m., by the Chair, Ms. Price. All BOS members were present. Also present were Jeff Richardson, Greg Kamptner, Travis Morris, and Grace Tambyn. 		
4. Adoption of Final Agenda. <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED final agenda. 		
5. Brief Announcements by Board Members. <u>Diantha McKeel</u> : <ul style="list-style-type: none"> Announced that Superintendent Matt Haas will present his funding request to the Albemarle County School Board on Thursday, February 17 at 6:30 p.m., via Zoom. Announced that the Regional Transit Study will be presented to the Regional Transit Partnership on Thursday, February 24. Announced that the County Executive will present his funding request to the Albemarle County Board of Supervisors on Wednesday, February 23 at noon. <u>Ann Mallek</u> : <ul style="list-style-type: none"> Reported on her attendance of the National Association of Counties Legislative Conference and said that she will share meeting handouts. <u>Donna Price</u> : <ul style="list-style-type: none"> Reported on her Virginia Association of Counties Chairpersons Institute and commended Mike Culp and Jason Inofuentes in the Broadband Accountability Office for their work in the county and region. Mentioned that she and Supervisor McKeel's attended a donation presentation by the Margaret Hulvey Wright Family to the Albemarle Charlottesville Historical Society (ACHS) in support of the restoration of the historic Hatton Ferry. Commented her excitement in representing the Scottsville District and Town of Scottsville and announced that the James River Batteau Festival is coming to the Town of Scottsville – the only place where they will be camping overnight. Encouraged visits to the Town of Scottsville. 		Link to Video
6. Proclamations and Recognitions. <ul style="list-style-type: none"> Resolution of Appreciation for Police Chief Ron Lantz. By a vote of 6:0, ADOPTED resolution and presented to Chief Lantz. 	(Attachment 1)	
7. From the Public: Matters Not Listed for Public Hearing on the Agenda or on Matters Previously Considered by the Board or Matters that are Pending Before the Board. <ul style="list-style-type: none"> <u>Judy Schlussel</u>, resident of the Rio District and member of Places 29 Rio Community Advisory Committee, spoke on the Phase 1 draft of the Rio Corridor Plan. 		

	<ul style="list-style-type: none"> • <u>Neil Williamson</u>, Free Enterprise Forum President, spoke toward agenda item #9 – Work Session on Developer Incentives for Affordable Housing. 		
8.2	Ordinance to Amend County Code Chapter 13, Solid Waste Disposal and Recycling, to Address Clutter. <ul style="list-style-type: none"> • SCHEDULED for a public hearing. 	Clerk: Schedule on future agenda and advertise in the Daily Progress.	
8.3	Resolution to Request Split Precinct Waiver from State Board of Elections. <ul style="list-style-type: none"> • ADOPTED, resolution to authorize the submission of a request for a waiver to the State Board of Elections to create a split voting precinct as part of the 2022 local redistricting process. 	Clerk: Forward copy of signed resolution to Voter Registration and Elections, and County Attorney's office. (Attachment 2)	
8.4	Smart Scale Project Agreements. <ul style="list-style-type: none"> • ADOPTED, resolution approving four Smart Scale Project Agreements, and authorizing the County Executive to sign the Agreements on behalf of the County. 	<u>Clerk</u> : Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 3) <u>Kevin McDermott</u> : Provide Clerk with fully executed copies of agreements. (Attachments 4-7)	
8.5	SE202100044 Belvedere Special Exception - Variation to Belvedere Code of Development (ZMA200400007). <ul style="list-style-type: none"> • ADOPTED, resolution to approve the special exception request. 	<u>Clerk</u> : Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 8)	
8.6	SE202100047 Old Trail Block 33 - Minimum Lot Size. <ul style="list-style-type: none"> • ADOPTED, resolution to approve the special exception. 	<u>Clerk</u> : Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 9)	
8.7	SE202100048 Wawa - 1215 Seminole Trail. <ul style="list-style-type: none"> • ADOPTED resolution. 	<u>Clerk</u> : Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 10)	
9.	Work Session : Developer Incentives for Affordable Housing. <ul style="list-style-type: none"> • HELD. 	<u>Stacy Pethia</u> : Proceed as discussed.	
10.	Work Session : Tax Exemption and Relief Programs. <ul style="list-style-type: none"> • HELD. 	<u>Finance & Budget</u> : Proceed as directed.	
11.	Closed Meeting. <ul style="list-style-type: none"> • At 3:36 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia: <ul style="list-style-type: none"> • Under Subsection (1), to discuss and consider the appointment of the County Attorney; and • Under Subsection (7), to consult with legal counsel and briefings by staff members pertaining to actual litigation regarding zoning matters where consultation or briefing in an open meeting would adversely affect the negotiating or litigating posture of the Board; and • Under Subsection (8), to consult with and be briefed by legal counsel regarding specific legal matters requiring legal advice related to the First Amendment and symbolic or expressive speech. 		
12.	Certify Closed Meeting.		

	<ul style="list-style-type: none"> At 6:00 p.m., the Board reconvened into open meeting and certified the closed meeting. 	
	<p>Non-Agenda.</p> <ul style="list-style-type: none"> By a vote of 6:0, AUTHORIZED the Chair, on behalf of the Board, to respond to the Daily Progress on a matter of local public interest. 	
13.	<p>From the County Executive: Report on Matters Not Listed on the Agenda.</p> <p><u>Jeff Richardson:</u></p> <ul style="list-style-type: none"> Presented the County Executive's Monthly report. <p><u>Trevor Henry:</u></p> <ul style="list-style-type: none"> Announced that he along with Ret. Lt. Col. Lettie Bien, Chambers Defense Affairs Committee Program Manager, have been invited to and will be presenting at the General Assembly Military and Veterans Caucus in Richmond on February 23. 	
14.	<p>From the Public: Matters Not Listed for Public Hearing on the Agenda or on Matters Previously Considered by the Board or Matters that are Pending Before the Board.</p> <ul style="list-style-type: none"> There were none. 	
15.	<p>Pb. Hrg.: SP202100003 Caliber Collision.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED resolution to approve special use permit SP2021-00003, Caliber Collision. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 11)
16.	<p>Pb. Hrg.: STA202100002 Maintenance of Private Improvements.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED ordinance. 	<u>Clerk:</u> Forward copy of signed ordinance to Community Development and County Attorney's office. (Attachment 12)
17.	<p>Pb. Hrg.: CACVB Operating Agreement Third Amendment.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED ordinance approving the Third Amended Operating Agreement and authorizing the County Executive to execute the Amended Agreement on behalf of the County. 	<u>Clerk:</u> Forward copy of signed ordinance to Economic Development and County Attorney's office. (Attachment 13) <u>County Attorney:</u> Provide Clerk with fully executed copy of agreement. (Attachment 14)
18.	<p>Closed Meeting.</p> <ul style="list-style-type: none"> At 7:20 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 appointments to the Charlottesville-Albemarle Convention and Visitors' Bureau's Executive Board. 	
19.	<p>Certify Closed Meeting.</p> <ul style="list-style-type: none"> At 7:30 p.m., the Board reconvened into open meeting and certified the closed meeting. 	
20.	<p>Boards and Commissions:</p> <ol style="list-style-type: none"> Vacancies and Appointments. APPOINTED, Mr. Jay Pun to the Charlottesville-Albemarle Convention & Visitors Bureau Executive Board, as the Food or Beverage representative, with said term to expire December 31, 2023. APPOINTED, Mr. Russ F. Cronberg to the Charlottesville-Albemarle Convention & Visitors Bureau Executive Board as the Accommodations representative with said 	Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.

<ul style="list-style-type: none"> term to expire December 31, 2023. • APPOINTED, Supervisor Bea LaPisto-Kirtley to the Charlottesville-Albemarle Convention & Visitors Bureau Executive Board with said term to expire December 31, 2023. 		
<p>21. From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> Reported on his and Supervisor LaPisto-Kirtley's participation in the Albemarle County's School Division's spelling competition. <p><u>Jim Andrews:</u></p> <ul style="list-style-type: none"> Reported on his attendance of the Rivanna Solid Waste Authority, and the Social Services Advisory Committee meetings. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Reminded Supervisors of the upcoming comment and pre-meeting on the two pedestrian bridge crossings and asked them to provide her and Supervisor Gallaway with their selection and feedback. Suggested having group site visits as a part of the public hearing process. 		
<p>22. Adjourn to February 23, 2022, 12:00 p.m., electronic meeting pursuant to Ordinance No. 20-A(16).</p> <ul style="list-style-type: none"> The meeting was adjourned at 7:37 p.m. 		

ckb/tom

Attachment 1 – Resolution of Appreciation for Ron Lee Lantz

Attachment 2 – Resolution to Request Permission to Administer Split Precincts

Attachment 3 – Resolution for the Board of Supervisors as An Endorsement of Four Smart Sale Projects and Authorization to Approve Those Project Administration Agreements

Attachment 4 – Draft Old Lynchburg Road/5th Street Extended Intersection Improvements Agreement

Attachment 5 – Draft US 250 Pantops Corridor Improvements (Route 20 to Hansen Road) Agreement

Attachment 6 – Draft Route 20/Route 53 Intersection Improvements Agreement

Attachment 7 – Draft Rio Road/John Warner Parkway Intersection Improvements Agreement

Attachment 8 – Resolution to Approve SE 2021-00044 Belvedere Request for Variation to the Code of Development (ZMA200400007)

Attachment 9 – Resolution to Approve SE 2021-00047 Old Trail Block 22 – Minimum Lot Size

Attachment 10 – Resolution to Approve SE 2021-00048 WAWA – 1215 Seminole Trail

Attachment 11 – Resolution to Approve SP202100003 Caliber Collision

Attachment 12 – Ordinance No. 22-14(1)

Attachment 13 – Ordinance No. 22-A(3)

Attachment 14 – CACVB Third Amended Agreement

Resolution of Appreciation for Ron Lee Lantz

WHEREAS, Chief Ron Lee Lantz has completed over thirty-three years of dedicated service as a sworn law enforcement officer in the Commonwealth of Virginia; and

WHEREAS, Chief Lantz has faithfully served the County of Albemarle for nearly ten of those years, first joining the Albemarle County Police Department as Deputy Chief in 2012 before being appointed Chief of Police in 2016; and

WHEREAS, Chief Lantz will leave a lasting legacy as the driving force behind creating and successfully implementing the Geo-Policing program, which apportions the County into two service districts. This community-based policing model enables police officers to devote more time in the same patrol areas, thereby increasing familiarity, and encourages more positive interactions between police officers and residents of Albemarle County, which provides officers with a greater sense of local concerns, builds stronger ties within the community, and encourages officers to take ownership of the community's concerns within their assigned area; and

WHEREAS, Chief Lantz served the County and the region as chair of the Board of Directors of the Central Shenandoah Criminal Justice Training Academy, which is a Certified Criminal Justice Training Academy under the authority of the Virginia Department of Criminal Justice Services; and

WHEREAS, Chief Lantz served the County and the Commonwealth serving on the Executive Committee of the Virginia Association of Chiefs of Police and the Virginia Law Enforcement Professional Standards Commission Executive Board; and

WHEREAS, Chief Lantz served Albemarle County on the Alcohol Safety Action Program Board for Central Virginia, Charlottesville-UVA-Albemarle Emergency Communications Center Management Board, and the Piedmont Region 8 Special Olympics Torch Run.

NOW, THEREFORE, BE IT RESOLVED, that we, the Albemarle County Board of Supervisors do hereby honor and commend Chief Ron Lantz for his many years of exceptional service to Albemarle County and its residents, the Albemarle County Police Department; the broader community in which we live; and the Commonwealth of Virginia. The County of Albemarle is strengthened and distinguished by Chief Lantz's dedication, commitment, professionalism, and compassion in meeting the community's needs.

BE IT FURTHER RESOLVED that a copy of this Resolution be spread upon the minutes of this meeting of the Albemarle County Board of Supervisors as a lasting, visible testament to the esteem in which Chief Lantz is held by this Board and previous Boards for his lasting legacy of community service and the tangible results from his work to make Albemarle County better for future generations.

Signed this 16th day of February 2022.

RESOLUTION TO REQUEST PERMISSION TO ADMINISTER SPLIT PRECINCTS

WHEREAS, Virginia Code § 24.2-307 mandates that "[e]ach precinct shall be wholly contained within a single congressional district . . . used for the election of one or more members of the governing body or school board for the county or city"; and

WHEREAS, there is a portion of the current Free Union precinct in the White Hall magisterial district that state-level redistricting has placed into the U.S. House of Representatives' 7th district, while the rest of Albemarle County is in the 5th district; and

WHEREAS, that portion, having fewer than 100 registered voters, is not eligible to be its own precinct under state law; and

WHEREAS, Albemarle County (the "County") must therefore, under any of the alternate redistricting maps now being considered by the Board, split the Free Union precinct between the U.S. House of Representatives' 5th and 7th districts; and

WHEREAS, Virginia Code § 24.2-307 requires the Board apply for a waiver from the State Board of Elections to administer a split precinct.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the General Registrar to submit, on the Board's behalf, a request for a waiver from the State Board of Elections pursuant to Virginia Code § 24.2-307 to administer the Free Union precinct as a split precinct for elections held in 2022 onward.

**A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF ALBEMARLE,
VIRGINIA AS AN ENDORSEMENT OF FOUR SMART SCALE PROJECTS AND AUTHORIZATION TO
APPROVE THOSE PROJECT ADMINISTRATION AGREEMENTS**

WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project in the County of Albemarle, Virginia.

NOW, THEREFORE, BE IT RESOLVED, that the County of Albemarle, Virginia requests the Commonwealth Transportation Board to establish a project for the construction of the following Smart Scale projects: Old Lynchburg Road/5th Street Extended Intersection Improvements, US 250 Pantops Corridor Improvements (Route 20 to Hansen Road), Route 20/Route 53 Intersection Improvements, and Rio Road/John Warner Parkway Intersection Improvements.

BE IT FURTHER RESOLVED that the County of Albemarle, Virginia hereby agrees to provide its share of the total cost for preliminary engineering, right-of-way and construction of each of these projects in accordance with the project financial documents subject to appropriation.

BE IT FURTHER RESOLVED that the County of Albemarle, Virginia hereby agrees to enter into project administration agreements with VDOT and provide the necessary oversight to ensure the projects are developed in accordance with all applicable federal, state and local requirements for design, right-of-way acquisition, and construction of the projects.

BE IT FURTHER RESOLVED that if the County of Albemarle, Virginia subsequently elects to cancel any of the projects, the County of Albemarle, Virginia hereby agrees to reimburse VDOT for the total amount of costs expended by VDOT through the date VDOT is notified of such cancellation. The County of Albemarle, Virginia also agrees to repay any funds previously reimbursed that are later deemed ineligible by the Federal Highway Administration or VDOT.

BE IT FURTHER RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby grants authority for the County Executive to execute the Project Administration Agreements, as well as other documents necessary for the approved projects.

**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

Project Number	UPC	Local Government
0631-002-013	118878	Albemarle County

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

WITNESSETH

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

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

WHEREAS, the LOCALITY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the LOCALITY's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the LOCALITY to enter into this Agreement;

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

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the LOCALITY for charges of actual DEPARTMENT cost.
4. Notify the LOCALITY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the LOCALITY prior to performing those activities.
5. Return any unexpended funds to the LOCALITY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.

B. The LOCALITY shall:

1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the LOCALITY and modification of this Agreement.

C. Funding by the LOCALITY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.

D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

E. 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.

- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and LOCALITY funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the LOCALITY, the LOCALITY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

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.

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

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

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

COUNTY OF ALBEMARLE, VIRGINIA:

Digital Signature

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Digital Signature

Attachments

Appendix A - UPC 118878
Appendix B - UPC 118878

Appendix B

Project Number: 0631-002-013 (UPC 118878) Locality: Albemarle County

Project Scope	
Work Description:	#SMART22 - OLD LYNCHBURG RD/5TH ST EXT. INT IMPROVEMENTS - Improve safety and pedestrian connectivity at the intersection of Rte. 631 and Rte. 780 by constructing a roundabout, sidewalks, and marked crosswalks.
From:	0.25 Miles S. Rte. 780
To:	0.25 Miles N. Rte. 780
Locality Project Manager Contact Info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841 Department Project Coordinator Contact Info: Hal Jones Harold.jones@vdot.virginia.gov 434-422-9378	

Detailed Scope of Services

VDOT will design and construct intersection improvements (i.e. convert intersection to a roundabout), as generally shown in the conceptual drawings that were included in the SMART Scale Application. Pedestrian improvements will include design and construction of new sidewalk, crosswalks, shared use paths on two legs of the roundabout, and a relocated bus stop. Scope of Services by VDOT for the Old Lynchburg Road & 5th Street Extended Intersection Improvements project herein agreed upon include:

- Project Management
- Preparation of preliminary roadway plans to include drainage plans, signing and pavement marking plans, maintenance of traffic plans, and right of way plans.
- Public Involvement activities
- Environmental studies and acquisition of required environmental documents from applicable state and federal agencies.
- Compilation of RFP plans, specifications, and estimate for the intersection improvement features into a design-build proposal package
- Administration of design-build procurement (Two phase best value)
- Receipt of bids
- Administration of Contract award
- Administration and oversight of final design, acquisition of required stormwater management permits, right of way acquisition, utility relocations, and construction by design-builder
- Construction engineering services
- Construction project close-out

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

LPA Digital Signature - Authorized Locality Official

VDOT District - Authorized Digital Signature

VDOT Administered, Locally Funded Appendix A

Date: 1/11/2022

Project Number: 0631-002-013	UPC: 118878	CFDA# 20.205	Locality: Albemarle County
Project Location ZIP+4: 22902-6495	Locality DUNS #066022047	Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4501	
Project Narrative			
Work #SMART22 - OLD LYNCHBURG RD/5TH ST EXT. INT IMPROVEMENTS - Improve safety and pedestrian connectivity at the intersection of Rte. 631 and Rte. 780 by constructing a roundabout, sidewalks, and marked crosswalks.			
Description			
From: 0.25 Miles S. Rte. 780	To: 0.25 Miles N. Rte. 780	Locality Project Manager Contact info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841	Department Project Manager Contact Info: Hal Jones Harold.jones@vdot.virginia.gov 434-422-9378

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	\$1,358,602
Right of Way & Utilities	\$1,049,921
Construction	\$4,854,552
Total Estimated Cost	\$7,263,075

Project Cost

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$1,358,602	SmartScale (DGP)	0%	\$0
Total PE	\$1,358,602			\$0
Right of Way & Utilities	\$1,049,921	SmartScale (DGP)	0%	\$0
Total RW	\$1,049,921			\$0
Construction	\$1,999,999	Local Funds	100%	\$1,999,999
	\$2,854,553	SmartScale (DGP)	0%	\$0
Total CN	\$4,854,552			\$1,999,999
Total Estimated Cost	\$7,263,075			\$1,999,999

Total Maximum Reimbursement / Payment by Locality to VDOT

\$1,999,999

Project Financing

SmartScale (DGP)	Local Funds			Aggregate Allocations
\$5,263,076	\$1,999,999			\$7,263,075

Payment Schedule

FY23			
\$1,999,999			

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$5,263,076.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guide for Implementation of the SMART SCALE Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- 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 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.
- This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the CTB Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the CTB Policy and Guidelines for Implementation of a Project Prioritization Process and the SMART SCALE Reevaluation Guide, 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.
- Prior to Construction Start the LOCALITY shall make one lump sum payment in the amount of \$1,999,999 to VDOT no later than 30 days after receipt of VDOT's invoice

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

LPA Digital Signature - Authorized Locality Official

VDOT District - Authorized Digital Signature

Revised: February 1, 2019

**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

Project Number	UPC	Local Government
0250-002-014	118879	Albemarle County

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

WITNESSETH

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

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

WHEREAS, the LOCALITY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the LOCALITY's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the LOCALITY to enter into this Agreement;

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

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the LOCALITY for charges of actual DEPARTMENT cost.
4. Notify the LOCALITY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the LOCALITY prior to performing those activities.
5. Return any unexpended funds to the LOCALITY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.

B. The LOCALITY shall:

1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the LOCALITY and modification of this Agreement.

C. Funding by the LOCALITY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.

D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

E. 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.

- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and LOCALITY funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the LOCALITY, the LOCALITY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

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.

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

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

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

COUNTY OF ALBEMARLE, VIRGINIA:

Digital Signature

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Digital Signature

Attachments

Appendix A - UPC 118879
Appendix B - UPC 118879

Appendix B

Project Number: 0250-002-014 (UPC 118879) Locality: Albemarle County

Project Scope	
Work Description:	#SMART22 - ROUTE 250 EAST CORRIDOR IMPROVEMENTS - Design and construct corridor improvements including access management, turn lane improvements, and pedestrian enhancements
From:	Stoney Point Road
To:	Rolkin Road
Locality Project Manager Contact Info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841 Department Project Coordinator Contact Info: Michael Jacobs mike.jacobs@vdot.virginia.gov 540-829-7502	

Detailed Scope of Services

VDOT will design and construct access management improvements (i.e. raised concrete median) within the limits of the existing curb & gutter, as shown in the conceptual drawings that were included in the SMART Scale Application. Pedestrian improvements will include design and construction of new sidewalk along the south side of Rte. 250 to eliminate a gap in the existing sidewalk and reconstruction of any existing curb ramps that do not meet ADA Standards. No bicycle accommodations will be provided. Scope of Services by VDOT for the Route 250 East Corridor Improvement project herein agreed upon include:

- Project Management
- Preparation of roadway plans to include drainage plans, signing and pavement marking plans, maintenance of traffic plans, erosion and sediment control plans, utility relocation plans, and right of way plans.
- Public Involvement activities
- Environmental studies and acquisition of required environmental documents from applicable state and federal agencies.
- Acquisition of required stormwater management permits.
- Administration of right of way acquisition and utility relocations.
- Compilation of final plans, specifications, and estimate for the corridor improvement features into a bid proposal package
- Bid proposal bidability review
- Administration and advertisement of proposal
- Administration of bidder questions
- Receipt of bids
- Administration of Contract award
- Administration and oversight of construction
- Construction engineering services
- Construction project close-out

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

LPA Digital Signature - Authorized Locality Official

VDOT District - Authorized Digital Signature

VDOT Administered, Locally Funded Appendix A Date: 1/11/2022

Project Number: 0250-002-014 UPC: 118879 CFDA# 20.205 Locality: Albemarle County

Project Location ZIP+4: 22911-3517	Locality DUNS #066022047	Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4501
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Project Narrative

Work: #SMART22 - ROUTE 250 EAST CORRIDOR IMPROVEMENTS - Design and construct corridor improvements including access management, turn lane improvements, and pedestrian enhancements

Description: From: Stoney Point Road

To: Rolkin Road

Locality Project Manager Contact info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841

Department Project Manager Contact Info: Michael Jacobs mike.jacobs@vdot.virginia.gov 540-829-7502

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	\$1,271,348
Right of Way & Utilities	\$721,783
Construction	\$3,946,432
Total Estimated Cost	\$5,939,563

Project Cost

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$1,271,348	SmartScale (DGP)	0%	\$0
Total PE	\$1,271,348			\$0
Right of Way & Utilities	\$721,783	SmartScale (DGP)	0%	\$0
Total RW	\$721,783			\$0
Construction	\$1,999,999	Local Funds	100%	\$1,999,999
	\$1,946,433	SmartScale (DGP)	0%	\$0
Total CN	\$3,946,432			\$1,999,999
Total Estimated Cost	\$5,939,563			\$1,999,999

Total Maximum Reimbursement / Payment by Locality to VDOT

\$1,999,999

Project Financing

SmartScale (DGP)	Local Funds	Aggregate Allocations
\$3,939,564	\$1,999,999	\$5,939,563

Payment Schedule

FY25	
\$1,999,999	

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$3,939,564
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guide for Implementation of the SMART SCALE Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- 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 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.
- This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the CTB Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the CTB Policy and Guidelines for Implementation of a Project Prioritization Process and the SMART SCALE Reevaluation Guide, 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.
- Prior to Construction Start the LOCALITY shall make one lump sum payment in the amount of \$1,999,999 to VDOT no later than 30 days after receipt of VDOT's invoice

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

LPA Digital Signature - Authorized Locality Official

VDOT District - Authorized Digital Signature

Revised: February 1, 2019

**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

Project Number	UPC	Local Government
0020-002-011	118875	Albemarle County

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

WITNESSETH

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

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

WHEREAS, the LOCALITY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the LOCALITY's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the LOCALITY to enter into this Agreement;

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

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the LOCALITY for charges of actual DEPARTMENT cost.
4. Notify the LOCALITY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the LOCALITY prior to performing those activities.
5. Return any unexpended funds to the LOCALITY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.

B. The LOCALITY shall:

1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the LOCALITY and modification of this Agreement.

C. Funding by the LOCALITY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.

D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

E. 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.

- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and LOCALITY funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the LOCALITY, the LOCALITY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

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.

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

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

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

COUNTY OF ALBEMARLE, VIRGINIA:

Digital Signature

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Digital Signature

Attachments

Appendix A - UPC 118875
Appendix B - UPC 118875

Appendix B

Project Number: 0020-002-011 (UPC 118875) Locality: Albemarle County

Project Scope	
Work Description:	#SMART22 - RTE 20/53 INTERSECTION IMPROVEMENTS - Design and construct Rte. 20 South (Scottsville Road/Rte. 53 (Thomas Jefferson Parkway) Intersection to a Roundabout to improve safety and operations. Includes a Share Use Path, 2 SB through lanes and crosswalks at the intersection.
From:	0.025 Miles S. Rte. 53
To:	0.10 Miles N. Rte. 53
Locality Project Manager Contact Info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841 Department Project Coordinator Contact Info: Hal Jones Harold.jones@vdot.virginia.gov 434-422-9378	

Detailed Scope of Services	
VDOT will design and construct intersection improvements (i.e. convert intersection to a roundabout), as generally shown in the conceptual drawings that were included in the SMART Scale Application. Pedestrian improvements will include design and construction of new sidewalk along the west side of Rte. 20 south of the proposed roundabout, crosswalks on two legs of the roundabout, and shared use paths along Rte. 53. Scope of Services by VDOT for the Route 20/Route 53 Intersection Improvement project herein agreed upon include: <ul style="list-style-type: none">• Project Management• Preparation of preliminary roadway plans to include drainage plans, signing and pavement marking plans, maintenance of traffic plans, and right of way plans.• Public Involvement activities• Environmental studies and acquisition of required environmental documents from applicable state and federal agencies.• Compilation of RFP plans, specifications, and estimate for the intersection improvement features into a design-build proposal package• Administration of design-build procurement (Two phase best value)• Receipt of bids• Administration of Contract award• Administration and oversight of final design, acquisition of required stormwater management permits, right of way acquisition, utility relocations, and construction by design-builder• Construction engineering services• Construction project close-out	

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

LPA Digital Signature - Authorized Locality Official

VDOT District - Authorized Digital Signature

VDOT Administered, Locally Funded Appendix A

Date: 1/11/2022

Project Number: 0020-002-011	UPC: 118875	CFDA# 20.205	Locality: Albemarle County		
Project Location ZIP+4: 22902-8772	Locality DUNS #066022047		Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4501		
Project Narrative					
#SMART22 - RTE 20/53 INTERSECTION IMPROVEMENTS - Design and construct Rte. 20 South (Scottsville Road/Rte. 53 (Thomas Jefferson Parkway) Intersection to a Roundabout to improve safety and operations. Includes a Share Use Path, 2 SB through lanes and crosswalks at the intersection.					
From: 0.025 Miles S. Rte. 53 To: 0.10 Miles N. Rte. 53					
Locality Project Manager Contact info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841 Department Project Manager Contact Info: Hal Jones Harold.jones@vdot.virginia.gov 434-422-9378					

Project Estimates	
Phase	Estimated Project Costs
Preliminary Engineering	\$1,406,345
Right of Way & Utilities	\$1,449,505
Construction	\$6,680,408
Total Estimated Cost	\$9,536,258

Project Cost				
Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$1,406,345	SmartScale (DGP)	0%	\$0
Total PE	\$1,406,345			\$0
Right of Way & Utilities	\$1,449,505	SmartScale (DGP)	0%	\$0
Total RW	\$1,449,505			\$0
Construction	\$999,999	Local Funds	100%	\$999,999
	\$6,680,409	SmartScale (DGP)	0%	\$0
Total CN	\$6,680,408			\$999,999
Total Estimated Cost	\$9,536,258			\$999,999

Total Maximum Reimbursement / Payment by Locality to VDOT	\$999,999
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Project Financing				
SmartScale (DGP)	Local Funds			Aggregate Allocations
\$8,536,259	\$999,999			\$9,536,258

Payment Schedule				
FY23				
\$999,999				

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$8,536,259.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guide for Implementation of the SMART SCALE Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- 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 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.
- This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the CTB Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the CTB Policy and Guidelines for Implementation of a Project Prioritization Process and the SMART SCALE Reevaluation Guide, 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.
- Prior to Construction Start the LOCALITY shall make one lump sum payment in the amount of \$999,999 to VDOT no later than 30 days after receipt of VDOT's invoice

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

LPA Digital Signature - Authorized Locality Official

VDOT District - Authorized Digital Signature

Revised: February 1, 2019

**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

Project Number	UPC	Local Government
0631-002-012	118876	Albemarle County

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

WITNESSETH

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

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

WHEREAS, the LOCALITY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the LOCALITY's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the LOCALITY to enter into this Agreement;

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

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the LOCALITY for charges of actual DEPARTMENT cost.
4. Notify the LOCALITY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the LOCALITY prior to performing those activities.
5. Return any unexpended funds to the LOCALITY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.

B. The LOCALITY shall:

1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the LOCALITY and modification of this Agreement.

C. Funding by the LOCALITY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.

D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

E. 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.

- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and LOCALITY funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the LOCALITY, the LOCALITY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

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.

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

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

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

COUNTY OF ALBEMARLE, VIRGINIA:

Digital Signature

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Digital Signature

Attachments

Appendix A - UPC 118876
Appendix B - UPC 118876

Appendix B

Project Number: 0631-002-012 (UPC 118876) Locality: Albemarle County

Project Scope	
Work Description:	#SMART22 - RIO ROAD & JOHN WARNER PARKWAY ROUNDABOUT- Design and construct roundabout for the John Warner Parkway & Rio Road E intersection. Also included are Shared Use Path along east side, sidewalk into CATA, bicycle lane north and south with ramps, ADA ramps and crosswalks and relocate/upgraded bus stop to include shelter.
From:	0.02 Miles N. Rte. 631
To:	0.02 Miles S. Rte. 631
Locality Project Manager Contact Info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841 Department Project Coordinator Contact Info: Hal Jones Harold.jones@vdot.virginia.gov 434-422-9378	

Detailed Scope of Services

VDOT will design and construct intersection improvements (i.e. convert intersection to a roundabout), as generally shown in the conceptual drawings that were included in the SMART Scale Application. Pedestrian improvements will include design and construction of new sidewalk into CATEC, crosswalks and shared use paths on two legs of the roundabout, and a relocated bus stop for CAT. Scope of Services by VDOT for the RIO ROAD & JOHN WARNER PARKWAY ROUNDABOUT project herein agreed upon include:

- Project Management
- Preparation of preliminary roadway plans to include drainage plans, signing and pavement marking plans, maintenance of traffic plans, and right of way plans.
- Public Involvement activities
- Environmental studies and acquisition of required environmental documents from applicable state and federal agencies.
- Compilation of RFP plans, specifications, and estimate for the intersection improvement features into a design-build proposal package
- Administration of design-build procurement (Two phase best value)
- Receipt of bids
- Administration of Contract award
- Administration and oversight of final design, acquisition of required stormwater management permits, right of way acquisition, utility relocations, and construction by design-builder
- Construction engineering services
- Construction project close-out

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

LPA Digital Signature - Authorized Locality Official

VDOT District - Authorized Digital Signature

VDOT Administered, Locally Funded Appendix A

Date: 1/11/2022

Project Number: 0631-002-012 UPC: 118876 CFDA# 20.205 Locality: Albemarle County

Project Location ZIP+4: 22901-1803	Locality DUNS #066022047	Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4501
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Project Narrative

Work Description: #SMART22 - RIO ROAD & JOHN WARNER PARKWAY ROUNDABOUT - Design and construct roundabout for the John Warner Parkway & Rio Road East intersection. Also included are Shared Use Path along east side, sidewalk into CATA, bicycle lane north and south with ramps, ADA ramps and crosswalks and relocate/upgraded bus stop to include shelter.

From: 0.02 Miles N. Rte. 631

To: 0.02 Miles S. Rte. 631

Locality Project Manager Contact Info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841

Department Project Manager Contact Info: Hal Jones Harold.jones@vdot.virginia.gov 434-422-9378

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	\$1,529,703
Right of Way & Utilities	\$1,675,516
Construction	\$6,921,087
Total Estimated Cost	\$10,126,306

Project Cost

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$1,529,703	SmartScale (DGP)	0%	\$0
Total PE	\$1,529,703			\$0
Right of Way & Utilities	\$1,675,516	SmartScale (DGP)	0%	\$0
Total RW	\$1,675,516			\$0
Construction	\$1,999,999	Local Funds	100%	\$1,999,999
	\$4,921,088	SmartScale (DGP)	0%	\$0
Total CN	\$6,921,087			\$1,999,999
Total Estimated Cost	\$10,126,306			\$1,999,999

Total Maximum Reimbursement / Payment by Locality to VDOT

\$1,999,999

Project Financing

SmartScale (DGP)	Local Funds	Aggregate Allocations
\$8,126,307	\$1,999,999	\$10,126,306

Payment Schedule

FY23			
\$1,999,999			

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$8,126,306.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guide for Implementation of the SMART SCALE Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- 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 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.
- This project has been selected through the Smart Scale (HB2) application and selection process, and will remain in the SYIP as a funding priority unless certain conditions set forth in the CTB Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the CTB Policy and Guidelines for Implementation of a Project Prioritization Process and the SMART SCALE Reevaluation Guide, 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 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.
- Prior to Construction Start the LOCALITY shall make one lump sum payment in the amount of \$1,999,999 to VDOT no later than 30 days after receipt of VDOT's invoice**

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

LPA Digital Signature - Authorized Locality Official

VDOT District - Authorized Digital Signature

Revised: February 1, 2019

**RESOLUTION TO APPROVE
SE 2021-00044 BELVEDERE
REQUEST FOR VARIATION TO CODE OF DEVELOPMENT (ZMA200400007)**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE 2021-00044 Belvedere Request for Variation to Code of Development application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the factors relevant to the special exceptions in Albemarle County Code §§ 18-8.2(b), 18-8.5.5.3, and 18-33.9, the Albemarle County Board of Supervisors hereby finds that the proposed special exception:

- (1) would be consistent with the goals and objectives of the Comprehensive Plan,
- (2) would not increase the approved development density or intensity of development,
- (3) would not adversely affect the timing and phasing of development of any other development in the zoning district,
- (4) would not require a special use permit, and
- (5) would be in general accord with the purpose and intent of the approved application.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves as a special exception Variation #67 to the Belvedere Code of Development, in general accord with the special exception application submitted by Roudabush, Gale & Assoc., Inc. dated October 21, 2021.

**RESOLUTION TO APPROVE
SE 2021-00047 OLD TRAIL BLOCK 33 – MINIMUM LOT SIZE**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE 2021-00047 Old Trail Block 33 – Minimum Lot Size application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-8.5.5.3 and 18-33.9, the Albemarle County Board of Supervisors hereby finds that the proposed special exception:

- (1) would be consistent with the goals and objectives of the Comprehensive Plan,
- (2) would not increase the approved development density or intensity of development,
- (3) would not adversely affect the timing and phasing of development of any other development in the zoning district,
- (4) would not require a special use permit, and
- (5) would be in general accord with the purpose and intent of the approved application.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the special exception request to vary the Old Trail Village Code of Development approved in conjunction with ZMA 201500001 to reduce the minimum lot size in Block 33 from 8,000 square feet to 4,000 square feet, in general accord with the special exception application submitted by Williams Mullen dated November 22, 2021.

**RESOLUTION TO APPROVE
SE 2021-00048 WAWA - 1215 SEMINOLE TRAIL**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE 2021-00048 Wawa - 1215 Seminole Trail application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the factors relevant to the special exception in Albemarle County Code

§§ 18-4.12.2(c), 18-4.12.17(a), and 18-33.9, the Albemarle County Board of Supervisors hereby finds that:

- (1) the public health, safety or welfare would be equally or better served by the modification,
- (2) the modification would not otherwise be contrary to the purpose and intent of the Zoning Ordinance;
- (3) no reasonable design alternative would reduce or alleviate the need; and
- (4) the increase in grade would be in the best interest of public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves the special exception request to modify the 10% maximum access aisle grade otherwise permitted by County Code § 18-4.12.17(a), in general accord with the special exception application submitted by Kimley Horn dated November 19, 2021.

**RESOLUTION TO APPROVE
SP202100003 CALIBER COLLISION**

WHEREAS, upon consideration of the staff report prepared for SP 202100003 Caliber Collision and the attachments thereto, including staff's supporting analysis, the information presented at the public hearing, any comments received, and all of the factors relevant to the special use permit in Albemarle County Code §§ 18-24.2.2(17) and 18-33.8(A), the Albemarle County Board of Supervisors hereby finds that the proposed special use would:

1. not be a substantial detriment to adjacent parcels;
2. not change the character of the adjacent parcels and the nearby area;
3. be in harmony with the purpose and intent of the Zoning Ordinance, with the uses permitted by right in the Highway Commercial zoning district, with the regulations related to body shops in § 18-5.1.31, and with the public health, safety, and general welfare (including equity); and
4. be consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves SP 202100003 Caliber Collision, subject to the conditions attached hereto.

* * * * *

SP202100003 Caliber Collision Special Use Permit Conditions

1. Development of the use must be in general accord (as determined by the Director of Planning and the Zoning Administrator) with the Conceptual Plan titled "Caliber Collision: Conceptual Site Plan 01," prepared by Bret Flory, dated October 1, 2021. To be in general accord with the Conceptual Plan, development must reflect the following essential major elements:
 - Building footprint
 - Parking areas
2. Development also must reflect the following additional major elements:
 - A Fourteen (14)-foot wide planting strip
 - An Eight (8)-foot wide shared use path constructed of permeable pavement (subject to existing easements and other site constraints)

Minor modifications to the plan that do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance.

ORDINANCE NO. 22-14(1)

AN ORDINANCE TO AMEND CHAPTER 14 SUBDIVISION OF LAND, ARTICLE II, ADMINISTRATION AND PROCEDURE AND ARTICLE III, SUBDIVISION PLAT REQUIREMENTS AND DOCUMENTS TO BE SUBMITTED, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Chapter 14, Subdivision of Land, Article II, Administration and Procedure and Article III, Subdivision Plat Requirements and Documents to be Submitted, are hereby amended and reordained as follows:

By Amending:

Sec. 14-234 Procedure to authorize private streets and related matters

Sec. 14-235 Effect of approval of private street

Sec. 14-303 Contents of final plat

By Repealing:

Sec. 14-317 Instrument evidencing maintenance of certain improvements

CHAPTER 14. SUBDIVISION OF LAND**ARTICLE II. ADMINISTRATION AND PROCEDURE****Sec. 14-234 Procedure to authorize private street and related matters.**

Requests under sections [14-232](#) and [14-233](#) shall be submitted, processed and acted upon as follows:

A. A subdivider shall submit a request in writing to the agent at the time of the submittal of the preliminary plat or may, within the development areas, submit the written request prior to submittal of a preliminary plat or with an application to rezone the land.

1. The request shall state the reasons and justifications for the request, and shall particularly address one or more applicable bases for granting the request as identified in sections [14-232](#) or [14-233](#), and each of the five findings identified in paragraph (C) required to be made.

(a) The request shall include: (i) a map of the subdivision having contour intervals of not greater than 20 feet showing the horizontal alignment; (ii) field-run profiles and typical cross-sections of the proposed streets; (iii) the maximum number of lots to be served by each private street; and (iv) documentation explaining how the perpetual maintenance of the private street including, within the development areas, the curb, curb and gutter, sidewalks, and planting strip landscaping will be funded, and identifying the person or entity that will be responsible for maintaining the improvements. The county engineer may waive the requirement for the field-run profile in the case of an existing street or where deemed appropriate due to topography, or if the topographic map is based on aerial or field collected data with a contour interval accuracy of five vertical feet or better. A request under [section 14-232\(A\)\(1\)](#) shall include earthwork computations demonstrating significant degradation.

(b) If the request is made prior to submittal of a preliminary plat or with an application to rezone the land, it also shall include: (i) a justification for the request; (ii) a vicinity map showing a larger street network at a scale no smaller than one inch equals 600 feet; (iii) a conceptual plan at a scale no smaller than one inch equals 200 feet showing surveyed boundaries of the property; (iv) topography of the property at five-foot intervals for the property being subdivided and on abutting lands to a distance of 500 feet from the boundary line or a lesser distance determined to be sufficient by the agent; (v) the locations of streams, stream buffers, steep slopes, floodplains, known wetlands; (vi) the proposed layout of streets and lots, unit types, uses, and location of parking, as applicable; (vii) proposed private street profiles; and (viii) the maximum number of lots to be served.

2. The agent shall forward the map to the county engineer for review and comment. When the agent has received comments on the map from the county engineer, the agent shall then consider the request. The agent shall then proceed as follows:

- (a) If the request for a private street is made under sections [14-232\(A\)](#) or [14-233\(A\)](#), he may recommend approval, approval with conditions, or denial. A recommendation of approval or conditional approval shall be accompanied by a statement by the agent as to the public purpose served by the recommendation, particularly in regard to the purpose and intent of this chapter, the zoning ordinance, and the comprehensive plan; or
- (b) If the request for a private street is made under sections [14-232\(B\)](#) or [14-233\(B\)](#), he may approve, approve with conditions, or deny the request.

3. The commission shall not consider a request until it has received and considered the recommendation of the agent.

B. In considering a request for approval of one or more private streets, the agent and commission shall consider that: (i) private streets are intended to be the exception to public streets; and (ii) absent compelling circumstances, private streets should not cross over dams or bridges or involve other infrastructure that would be reasonably prohibitive to maintain, should not serve as the primary or sole interconnection between the subdivision and abutting property, or serve through traffic by being the connector between two or more public streets.

C. The agent and the commission may authorize one or more private streets in a subdivision if it finds that one or more of the circumstances described in sections [14-232](#) or [14-233](#) exist and it determines that:

- 1. The private street will be adequate to carry the traffic volume which may be reasonably expected to be generated by the subdivision.
- 2. The comprehensive plan does not provide for a public street in the approximate location of the proposed private street;
- 3. The fee of the private street will be owned by the owner of each lot abutting the right-of-way thereof or by an association composed of the owners of all lots in the subdivision, subject in either case to any easement for the benefit of all lots served by the street;
- 4. Except where required by the commission to serve a specific public purpose, the private street will not serve through traffic nor intersect the state highway system in more than one location; and
- 5. If applicable, the private street has been approved in accordance with [section 30.3](#), flood hazard overlay district, of the zoning ordinance and other applicable law.

D. In considering a request for a private street, the commission may waive the requirements of sections [14-404](#) and/or [14-412](#) as provided therein, provided that all of the applicable requirements of sections [14-232](#), [14-233](#) and this section are satisfied.

E. In approving a request for a private street, the commission or the agent may impose any condition pertaining to the private street it deems reasonable and necessary, including any condition pertaining to the funding or responsibility for maintaining the private street, including the curb, curb and gutter, sidewalks, and planting strip landscaping.

(8-28-74; § 18-36, 9-5-96; § 14-234, Ord. 98-A(1), 8-5-98; § 14-233 (part); Ord. 05-14(1), 4-20-05, effective 6-20-05; Ord. 22-14(1), 2-16-22)

State law reference(s)—Va. Code § 15.2-2242(3).

Sec. 14-235 - Effect of approval of private street.

If the agent or the commission approves one or more private streets in a subdivision, the following requirements apply:

- A. The final plat must contain the statement required by [section 14-303\(N\)](#).

B. The subdivider must provide surety for the completion of the private street as required by [section 14-435](#) if the private street will not be completed prior to approval of the final plat, unless the private street was authorized under sections [14-232\(B\)\(1\)](#), [14-232\(B\)\(2\)](#), or [14-233\(B\)\(2\)](#).

(8-28-74; § 18-36, 9-5-96; § 14-235, Ord. 98-A(1), 8-5-98; Ord. 05-14(1), 4-20-05, effective 6-20-05; Ord. 22-14(1), 2-16-22)

State law reference(s)—Va. Code § 15.2-2242(3).

ARTICLE III. SUBDIVISION PLAT REQUIREMENTS AND DOCUMENTS TO BE SUBMITTED

Sec. 14-303 - Contents of final plat.

In addition to containing all of the information required by [section 14-302](#), except for the information required by [section 14-302\(A\)\(12\)](#), a final plat must contain the following information:

.....

N. *Statement pertaining to private improvements.* If the subdivision will contain one or more private improvements, as defined in section 14-106, the following statement: "Unless specifically denoted as public, the streets and other required improvements in this subdivision are private in nature and will not be maintained by either the Virginia Department of Transportation or any other public agency. The maintenance thereof is the mutual obligation of the affected lot owners. Failure to maintain the improvements in substantially the same condition as originally approved by the County may constitute a violation of County ordinance(s)."

(§ 8, 8-28-74; 2-4-81; § 18-55, 9-5-96; § 14-303, Ord. 98-A(1), 8-5-98; Ord. 02-14(1), 2-6-02; Ord. 05-14(1), 4-20-05, effective 6-20-05; Ord. 11-14(1), 6-1-11; Ord. 13-14(1), 12-4-13, effective 1-1-14; Ord. 22-14(1), 2-16-22)

State law reference(s)—Va. Code §§ 15.2-2241(1), 15.2-2262, 15.2-2264.

.....

Sec. 14-317 [Repealed 2-16-22]

ORDINANCE NO. 22-A(3)

**AN ORDINANCE TO APPROVE A THIRD AMENDED AGREEMENT TO OPERATE
A JOINT CONVENTION AND VISITORS' BUREAU BETWEEN THE COUNTY OF ALBEMARLE,
VIRGINIA AND THE CITY OF CHARLOTTESVILLE, VIRGINIA
FOR THE JOINT FUNDING AND OPERATION OF THE
CHARLOTTESVILLE-ALBEMARLE CONVENTION AND VISITORS' BUREAU**

WHEREAS, the County and the City are each enabled by Virginia Code § 15.2-940 to "expend funds from the locally derived revenues of the locality for the purpose of promoting the resources and advantages of the locality"; and

WHEREAS, the County and the City are each enabled by Virginia Code § 15.2-1300 to jointly exercise the authority granted to them pursuant to Virginia Code § 15.2-940; and

WHEREAS, the County and the City entered into an agreement for the joint funding and operation of the Charlottesville-Albemarle Convention and Visitors Bureau ("CACVB") to promote the resources and advantages of the County and the City, and that agreement became effective July 1, 2018 (the "Agreement"); and

WHEREAS, on January 16, 2019, the Board approved an Amended Agreement to authorize two members of the Board of Supervisors and two members of the City Council to serve on the CACVB's Executive Board and to eliminate the CACVB's advisory Board; and

WHEREAS, on October 2, 2019, the Board approved a Second Amended Agreement to eliminate the non-voting member from the CACVB Board, to authorize the President of the Chamber of Commerce to serve on the CACVB Executive Board without term limits, to remove the Executive Director of the CACVB as a member of the Executive Board, and to exempt the CACVB from the County's Procurement and Purchasing regulations to allow the purchase of alcoholic beverages for tourism-related promotional activities with executive officer approval; and

WHEREAS, the County and the City desire to further amend the Agreement to reduce the number of elected officials on the Board from four to two (one fewer from each local government), and to eliminate the County Executive and City Manager positions.

NOW, THEREFORE, BE IT ORDAINED THAT the Third Amended Agreement is hereby approved, and that the County Executive is hereby authorized to execute the Third Amended Agreement on behalf of the County of Albemarle after it is approved as to form by the County Attorney.

This ordinance shall be effective immediately.

**THIRD AMENDED AGREEMENT TO OPERATE A
JOINT CONVENTION AND VISITORS' BUREAU**

THIS AGREEMENT is entered into this 25th day of February, 2022, by and between the County of Albemarle, Virginia (the "County") and the City of Charlottesville, Virginia (the "City"). This agreement may be referred to as the "CACVB Agreement" and "this Agreement." The County and the City may be referred to collectively as the "Parties."

RECITALS

- R-1** The County and the City are each enabled by Virginia Code§ 15.2-940 to "expend funds from the locally derived revenues of the locality for the purpose of promoting the resources and advantages of the locality"; and
- R-2** The County is enabled by Virginia Code § 58.1-3819 to expend Transient Occupancy Taxes collected by it (amounts in excess of two percent of the total five percent authorized to be collected) solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with tourism industry organizations, including representatives of lodging properties located in Albemarle County, attract travelers to the County, increase occupancy at lodging properties, and generate tourism revenues within the County; and
- R-3** The County and the City are each enabled by Virginia Code§ 15.2-1300 to jointly exercise the authority granted to them pursuant to Virginia Code§ 15.2-940, and they desire to enter into an agreement with one another to continue to jointly fund and operate the local convention and visitors' bureau; and
- R-4** The County and the City desire to promote the resources and advantages of the County and the City, and to do so through the Charlottesville-Albemarle Convention and Visitors' Bureau as provided in this Agreement.
- R-5** The County and the City value the importance of diversity, equity, inclusion, and fostering a welcoming place of belonging through the Charlottesville Albemarle Convention and Visitors' Bureau.

STATEMENT OF AGREEMENT

The County and the City agree to the following:

1. Convention and Visitors' Bureau Established and Authorized.

The Charlottesville-Albemarle Convention and Visitors Bureau (the "CACVB") is re-established and re-authorized.

2. Purpose of the CACVB.

The purpose of the CACVB is to promote the resources and advantages of the County, the City, and the region pursuant to the terms and conditions of this Agreement, including marketing of tourism, as well as marketing of initiatives that: attract travelers to the City and County, increase lodging at properties located within the City and County, and generate tourism revenues within the City and County.

3. Organization of the CACVB.

The CACVB shall be organized to have an Executive Board, an Executive Director, and staff serving the CACVB.

A. Executive Board. An Executive Board is hereby established, and its composition and powers and duties are as follows:

- 1. Composition.** The Executive Board shall be composed of the following fifteen voting members:
 - a. One member of the County Board of Supervisors.
 - b. One member of the Charlottesville City Council.

- c. One accommodations representative appointed by the County Board of Supervisors as provided in Section 3(A)(2)(b).
- d. One accommodations representative appointed by the Charlottesville City Council as provided in Section 3(A)(2)(b).
- e. The County Director of Economic Development or designee.
- f. The City Director of Economic Development or designee.
- g. The Executive Vice President and Chief Executive Officer of the University of Virginia or designee.
- h. One tourism industry organization representative appointed by the County Board of Supervisors as provided in Section 3(A)(2)(b).
- i. One tourism industry organization representative appointed by the Charlottesville City Council as provided in Section 3(A)(2)(b).
- j. One food or beverage representative appointed by the County Board of Supervisors as provided in Section 3(A)(2)(b).
- k. One food or beverage representative appointed by the Charlottesville City Council as provided in Section 3(A)(2)(b).
- l. One representative of the arts community jointly appointed by designated members of the County Board of Supervisors and the Charlottesville City Council as provided in Section 3(A)(2)(c).
- m. One representative of the recreation community jointly appointed by designated members of the County Board of Supervisors and the Charlottesville City Council as provided in Section 3(A)(2)(c)
- n. The President or Chief Executive Officer of the Charlottesville Regional Chamber of Commerce or designee.
- o. The President or Chief Executive Officer of the Thomas Jefferson Foundation or designee.

2. **Appointments to the Executive Board.** Appointments to the Executive Board shall be made as follows:

- a. **Appointment of Members of the County Board of Supervisors and the Charlottesville City Council: Alternates.** The members of the County Board of Supervisors and the Charlottesville City Council who serve on the Executive Board shall be appointed by their respective governing bodies for terms determined by the respective governing bodies. The County Board of Supervisors and the Charlottesville City Council may appoint alternates to attend any meeting(s) that the regular appointees cannot attend. An alternate attending a meeting in place of the regular member may vote on behalf of the Board or Council at any such meeting.
- b. **Appointment of Representatives of Accommodations, Food or Beverage and Tourism Industry Organizations: Term.** The representatives of Accommodations, Food or Beverage and Tourism Industry Organizations identified in Sections 3(A)(1) shall be appointed by a majority vote of the members of the County Board of Supervisors or the Charlottesville City Council, respectively, present and voting. Each appointment shall be for a two-year term beginning January 1; no person serving under this appointment may be appointed to more than four consecutive two-year terms, exclusive of time served in the unexpired term of another.
- c. **Appointment of Representatives of the Arts and Recreation Communities: Term.** The arts and recreation community representatives identified in Sections 3(A)(1) shall be appointed by agreement of the member of the County Board of Supervisors and the Charlottesville City Council appointed to the Executive Board. Each appointment shall be

for a two-year term beginning January 1; no person serving under this appointment may be appointed to more than four consecutive two-year terms, exclusive of time served in the unexpired term of another.

3. Powers and Duties of the Executive Board. The Executive Board shall:

- a. **Adopt a Strategic Plan.** Adopt a strategic plan for the CACVB that is consistent with the purposes of the CACVB.
- b. **Adopt By-Laws.** Adopt by-laws, which shall include procedures and rules for electing a chair, a vice-chair, the conduct of its meetings, and regulating the business of the Executive Board.
- c. **Adopt Policies and Plans.** Adopt any policies or plans consistent with the purposes of the CACVB and that may provide direction to the CACVB.
- d. **Marketing Strategies, Performance Measures, and Indicators.** Approve general marketing strategies and programs and establish performance measures and indicators.
- e. **Hold Meetings; Quorum; Voting.** Hold a regular meeting at least once every two months. Each meeting shall be conducted in compliance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*). Eight voting members of the Executive Board physically present at the meeting constitute a quorum. The Executive Board shall act only by a majority vote of those voting members present and voting at a lawfully held meeting.
- f. **Adopt a Budget.** Adopt a budget for the CACVB's operations and activities each fiscal year.
- g. **Contracts.** Acting through its Executive Director, arrange or contract for (in the name of the CACVB) the furnishing by any person or company, public or private, of goods, services, privileges, works or facilities for and in connection with the scope of Section 2 of this Agreement and the administrative operations of the CACVB and its offices. The contracts may include any contracts for consulting services related to tourism marketing and to promoting the County, the City, and the region.
- h. **Appoint the Executive Director; Performance; Termination.** Appoint the Executive Director, who shall serve at the pleasure of the Executive Board and evaluate the Executive Director's performance each year.
- i. **Offices.** Provide regular staffed visitor services at one location within the City of Charlottesville and one location within the County of Albemarle. Additional locations may be approved by the Executive Board. The Executive Board shall approve the location and terms and conditions for purchasing or leasing any CACVB office(s), and may, by recorded vote or resolution, authorize the Executive Director to execute any required instrument pertaining thereto.
- j. **Official Seal.** Establish and maintain an official seal, which may be altered at will, and to use it, or a facsimile of it, by impressing or affixing it, or in any other manner reproducing it.

4. Attendance. Members of the Executive Board or their designees are expected to attend all regular meetings of the Executive Board. The Executive Board may request the County Board of Supervisors or the Charlottesville City Council, as the case may be, to replace any Executive Board Member appointed by that body, or the designated members thereof, to replace any Member who is absent, or whose designee is absent, from more than three regular meetings during a calendar year.

B. Executive Director. The position of Executive Director is hereby established. The powers and duties of the Executive Director are as follows:

1. **Promotion.** Promote the resources and advantages of the County, the City, and the region pursuant to the terms and conditions of this Agreement, the Strategic Plan, and other policies and

plans adopted by the Executive Board within the scope of Section 2 of this Agreement, subject to the following:

- a. **Services Provided Until Executive Board Directs Otherwise.** Beginning July 1, 2018, and until the Executive Board directs otherwise, the Executive Director and the persons hired to provide services for the CACVB shall provide the services identified in **Attachment A**, incorporated by reference herein.
- b. **Services Identified by the Executive Board to be Provided.** When the Executive Board identifies different or additional services to be provided by the CACVB, the Executive Director and the persons hired to provide services for the CACVB shall provide those services. The different or additional services may include, but are not limited to, expanding destination packages focusing on the arts, wineries, breweries, and distilleries; promoting heritage and cultural tourism and including this area's African American heritage; promoting agritourism; promoting outdoor recreational tourism for activities such as hiking, bicycling, kayaking, and canoeing; and developing and promoting events and activities related to the arts, local resources, and local businesses.

2. **Budgeting.** Recommend an annual budget to the Executive Board.
3. **Contracting.** Execute contracts on behalf of the CACVB; perform the duties of purchasing officer on behalf of the Executive Board, subject to compliance with Albemarle County procurement ordinances and procedures. The Executive Director shall procure all goods and services in compliance with the County's procurement laws and procedures or may delegate procurement responsibilities to the County's purchasing agent. As an exception to the County's procurement laws and procedures, the Executive Director or the County's purchasing agent, if delegated procurement responsibilities under this section, may contract for or purchase alcoholic beverages for tourism-related promotional and appreciation events and familiarization tours with the advance written approval of (i) the Executive Board or (ii) the County Executive or (iii) the County Director of Finance/Chief Financial Officer.
4. **Reports.** The Executive Director shall provide to the Executive Board any reports required by this Agreement or requested by the Executive Board.
5. **Distribute the Budget and Provide a Balance Sheet.** The Executive Director shall provide the CACVB's adopted annual budget to the County and the City and a balance sheet showing the CACVB's revenues and expenditures for the prior fiscal year and the fund balance, if any, from the prior fiscal year. The budget and the balance sheet shall be provided by December 31 each year.
6. **Employees.** The Executive Director shall recruit, hire, and manage persons to be employed to perform services for the CACVB, subject to Section 8 of this Agreement.

4. **Funding the CACVB.**

The CACVB shall be funded as follows:

- A. **Funding Cycle.** The County and the City agree to fund the activities and responsibilities of the CACVB during each Fiscal Year (July 1 through June 30 of each calendar year) in which this Agreement remains in effect, beginning with the Parties' Fiscal Year 2019.
- B. **Funding Levels.** Subject to Subsection 4(F), the County and the City shall provide funding for the CACVB in each Fiscal Year in an amount equal to 30 percent of its Transient Occupancy Tax revenues collected by it in the most recent Fiscal Year ("Actuals"). This specified percentage and obligation is based on, and specifically limited to, a Transient Occupancy Tax of five percent in each locality. If either the County or the City enacts a Transient Occupancy Tax greater than five percent, that Party's funding obligation under the formula in this subsection is not changed by the increase in the tax rate for the Transient Occupancy Tax.
- C. **Payments to the Fiscal Agent.** Annual funding provided pursuant to Subsection 4(B) shall be delivered by the Party that is not the Fiscal Agent to the Party that is the Fiscal Agent in equal

quarterly payments, payable on July 1, October 1, January 1, and April 1 each year, due upon receipt of an invoice from the Fiscal Agent.

D. Budget. The budget prepared and recommended by the Executive Director shall be presented to the Executive Board, and the recommended budget shall use the Actuals provided by the County and the City and referenced in Subsection 4(B), and any other revenue sources. Following receipt of a recommended budget from the Executive Director, the Executive Board shall take action to approve an annual budget, no later than May 1 each calendar year.

E. Fund Balance. The CACVB may retain a year-end fund balance not to exceed 25% of the CACVB's annual operating budget, calculated as an average of the past five years' operating budgets. The Executive Board will, after each fiscal year audit, return to each Party its share of the fund balance in excess of that 25%. The return of excess funds to each Party will be prorated using the allocation formula. The Executive Board may vote to request alternative uses for the excess fund balance, subject to the approval of the Parties.

F. Documenting Costs. All costs incurred and expenditures made by the CACVB in the performance of its obligations under this Agreement shall be supported by payrolls, time records, invoices, purchase orders, contracts, or vouchers, and other documentation satisfactory to the County and the City, evidencing in proper detail the nature and propriety of the costs. Records shall be maintained in accordance with Virginia law. Upon request by either the County or the City, the Executive Director shall allow City or County officials to inspect the documentation and records pertaining in whole or in part to this Agreement, or the Executive Director may, if acceptable to the requesting party, provide reports summarizing information within CACVB's records.

G. Appropriations. Notwithstanding any other provisions of this Agreement, the County's and the City's obligation to fund the CACVB is expressly contingent upon the availability of public funds derived from Transient Occupancy Tax revenues and the annual appropriations of those funds thereof by the Parties. The City's appropriations of funds for the promotion and advertisement of the City are and shall be further subject to the provisions of Section 21 of the City's Charter.

5. Permitted and Prohibited Uses of Funds, Goods, and Services by the CACVB.

The CACVB shall expend revenues and use its funds, goods, and services only as follows:

A. Purposes for Which Tax Revenues May Be Spent. Revenues appropriated by the County and the City to the CACVB shall be expended only for the purposes for which their respective Transient Occupancy Tax revenues may be spent, as may be governed by state enabling legislation, the City's charter, and local ordinances.

B. Prohibited Use of Funds, Goods, and Services for Political Purposes. The CACVB shall not expend its funds, use its materials or property, or provide services, either directly or indirectly, for any partisan political activity, to further the election of, or to defeat, any candidate for public office.

6. Duration of this Agreement: Termination.

This Agreement shall be effective as of October 2, 2019, and remain in effect until it is terminated by the Parties, or either of them, as follows:

A. Termination by One Party. Either the County or the City may terminate this Agreement by giving at least six months' written notice to the other Party.

B. Termination by Mutual Agreement. The County and the City may mutually agree to terminate this Agreement under any terms and conditions they agree to.

C. Termination by Non-appropriation. If either the County or the City fails to appropriate funds in the amount required to support its obligations under this Agreement for a subsequent fiscal year, then this Agreement shall automatically terminate at the end of the then-current fiscal year.

7. Performance.

The performance of the CACVB shall be measured as follows:

- A. **Until New Performance Measures and Performance Indicators are Adopted.** From July 1, 2018, until the Executive Board adopts new performance measures and performance indicators, the CACVB shall:
 1. **Return on Investment.** Meet a return-on-investment ratio of 7:1 annually that is based on seven dollars of total direct visitor expenditures for every one dollar of funding provided to the CACVB by the County and the City pursuant to the formula in Attachment A.
 2. **Performance Measures.** Measure performance using the specific measures in Attachment A.
 3. **Performance Indicators.** Track the performance indicators identified in Attachment A.
- B. **Adopted Performance Measures and Performance Indicators.** When the Executive Board adopts a new required return on investment, new performance measures, and new requirements to track performance indicators, the CACVB shall meet and perform those new measures and requirements.
- C. **Audits.** The County and the City may, at their option, request an independent audit of the CACVB's books and records. The cost of the audit shall be shared equally by the County and the City.

8. Fiscal Agent Designation; Services.

The County and the City will provide the following fiscal services for the CACVB:

- A. **Fiscal Agent.** The County shall serve as Fiscal Agent for the CACVB. The Fiscal Agent shall be entitled to a fee of two percent of the Actuals referenced in Section 4(B) as compensation for acting as Fiscal Agent. This fee may be deducted from the Fiscal Agent's funding contribution pursuant to Section 4 each year.
- B. **Insurance.** The County will provide liability insurance coverage to the CACVB.
- C. **Legal Services.** The County Attorney shall provide legal services to the CACVB, provided that representation does not create a conflict of interest under any rules of professional responsibility or other ethical rules of conduct. In the event any such conflict arises, the County Attorney shall so advise the Executive Board, so that the Executive Board may make necessary arrangements to obtain legal services.
- D. **Other Services.** The County shall act as the CACVB's accounting and disbursing office; provide personnel administration services; maintain personnel and payroll records; provide information technology services; provide procurement services and maintain purchasing accounts and monthly statements; and contract for annual audits. Personnel administration shall include the matters referenced in paragraph E, following below.
- E. **Personnel Administration.** The employment of the Executive Director and any other persons hired to perform services for the CACVB are subject to the following:
 1. **County Employees.** Any Executive Director or other person hired on or after July 1, 2018 to perform services for the CACVB shall be hired as an employee within the County's personnel and payroll systems.
 2. **Duty Owed to Both the County and the City.** The Executive Director and any other persons hired to perform services for the CACVB owe a duty of good faith and trust to the CACVB itself as well as to both the County and the City as the localities which provide public funding for the CACVB.

9. Disposition of Property Upon Termination or Partial Termination.

Upon the expiration or earlier termination of this Agreement, all personal property of the CACVB shall be and remain the joint property of the County and the City for disposition, and the proceeds of disposition shall be pro-rated between the County and the City in accordance with the ratio of the amounts provided by each of them to the CACVB: (i) as capital contributions since 1979; and (ii) as contributions of operating funds during the 10 years preceding the date of termination, as compared with the aggregated contributions of the County and the City during that same 10-year period.

10. Liability.

Any liability for damages to third parties arising out of or in connection with the operations and activities of the CACVB and any persons employed to provide services for the CACVB shall be shared jointly by the County and the City, to the extent that any liability is not covered by funding within the CACVB's budget or liability insurance proceeds, and only to the extent that the County and the City may be held liable for damages under the laws of the Commonwealth of Virginia.

11. Miscellaneous.

A. Ownership of Materials; Copyright; Use. Any materials, in any format, produced in whole or in part pursuant to this Agreement are subject to the following:

1. **Ownership.** The materials are jointly owned by the County and the City.

2. **Copyright.** The materials are copyrightable only by the County and the City. Neither the CACVB, the Executive Board, nor any of its members, the Executive Director, any CACVB employee, nor any other person or entity, within the United States or elsewhere, may copyright any materials, in any format, produced in whole or in part pursuant to this Agreement.

3. **Use.** The County and the City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared by or for the CACVB pursuant to this Agreement.

B. Amendments. This Agreement may be amended in writing as mutually agreed by the County and the City.

C. Assignment. The CACVB shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the County and the City.

D. Severability. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other part of this Agreement.

E. Entire Agreement. This Agreement contains the entire agreement of the County and the City and supersedes any and all other prior or contemporaneous agreements or understandings, whether verbal or written, with respect to the matters that are the subject of this Agreement.

F. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.

G. Approval Required. This Agreement shall not become effective or binding upon the County and the City until it is approved by ordinances of the Charlottesville City Council and the Albemarle County Board of Supervisors.

IN WITNESS WHEREOF, and as authorized by duly adopted ordinances of the Albemarle County Board of Supervisors and the Charlottesville City Council, the County and the City each hereby execute this Agreement as of the date first above written, by and through their respective authorized agents or officials:

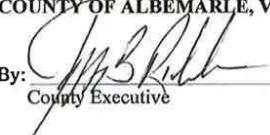
CITY OF CHARLOTTESVILLE, VIRGINIA

By: 
Michael E. Hogan
City Manager

Approved as to Form:


L. Faber
City Attorney

COUNTY OF ALBEMARLE, VIRGINIA

By: 
J. B. Riddle
County Executive

Approved as to Form:


C. J. Parker
County Attorney

Attachment A

A. Services

The CACVB shall perform the following services for the benefit of the County and the City in a satisfactory and proper manner, as they determine:

1. **Meeting Booking and Sales.** The CACVB shall respond to inquiries, provide information to the public, and as part of its convention marketing efforts, shall aggressively promote the bookings and sales of sites within the City and the County for regional, national, and international conventions, trade shows, and corporate meetings.
2. **Convention Services.** The CACVB shall provide customary convention services to those clients who have booked their convention or meeting through the CACVB. All other conventions or meetings will be serviced on an availability basis. The particular services to be provided depend upon the agreement between the CACVB and the meeting planner at the time of booking and other requests, which may be made in the course of servicing the convention or meeting. Customary convention services may include but are not limited to the following:
 - a. Assistance in promoting attendance.
 - b. Visitors guides and appropriate literature.
 - c. Shuttle bus coordination.
 - d. Attraction and itinerary scheduling.
 - e. Dining and restaurant scheduling.
 - f. Bonded registration.
 - g. Tourism information tables.
3. **Tourism.** The CACVB shall promote tourism within the County and the City. Strategies may include but are not limited to: visitor information services; attendance at industry and travel / trade, consumer, planner, hotel and attraction conferences and meetings; and responses to phone inquiries, advertising, public relations, promotions, and packaging. The CACVB will oversee the operation and maintenance of at least one visitor center within the City and at least one visitor center in the County.
4. **Reports.** The CACVB shall advise the County and the City advised of its activities and accomplishments, and shall deliver the following reports:
 - a. The CACVB shall provide to the Parties an annual marketing/ operational plan ("Marketing Plan") submitted annually on or before December 31 each year, which includes at a minimum: situation analysis, measurable expected outcomes, data driven rationale for strategies, and budget reflecting strategies.
 - b. The CACVB shall provide to the Parties quarterly reports of the following: (i) program performance, including a comparison of the CACVB's performance during the quarter with the performance goals set forth in sections B, C and D; and (ii) tracking report of the performance measures listed in section C; and (iii) an expenditures report, accounting for dollars spent for marketing, promotion, publicity, and advertisement, shown by category. The quarterly performance reports shall be submitted to the Parties within 30 days after the end of each quarter that this Agreement is in effect.
 - c. On or before September 1 each year, the CACVB shall provide to the Parties an annual report of the outcome of the contract performance measures for the previous year. The Parties will review the annual

report no later than October 1 and determine compliance with the return on investment. The Parties will provide these findings to the CACVB.

d. When requested by either or both Parties, the CACVB shall provide statements, records, reports, data, and any other information, pertaining to matters covered by this Agreement.

B. Calculating "Direct Visitor Expenditures"

The term "direct visitor expenditures" shall refer to the following sum:

Group Room Revenue

$[(Group\ Room\ Nights\ Booked) \times (ADR^*)]$
plus
 $[(\# \ of \ delegates/visitors) \times (\# \ days \ spent \ in \ City/ \ County) \times (ADE^{**})]$

\$ _____

Leisure Inquiries (consumer and trade)

$[(room\ nights\ generated) \times (ADR^*)]$
plus
 $(\# \ of \ visitors) \times (\# \ days \ spent \ in \ City/ \ County) \times (ADE^{**})$

\$ _____

Direct Visitor Expenditures

\$ _____

Off Season Adjustment

Add 20% to direct expenditures in off-season (off-season shall be November, December, January and February of each year).

\$ _____

Total Direct Visitor Expenditures

\$ _____

*ADR = Average Daily Rate (calculated annually by CACVB based on research)

**ADE= Average Daily Expenditure (excluding room rate) (calculated annually by CACVB, based on research, excluding room rate)

C. Performance Measures

Performance Measures shall be utilized to indicate the performance of the CACVB. These measures will be used to calculate the total economic expenditure for inclusion in the formula set forth within **paragraph A**, above:

Performance Measures	Tracking Mechanisms	Target
1. ROI (total direct expenditures + \$ invested)	ROI Formula	7:1
2. Room nights booked for meeting groups	CACVB tracking, Through Sales Department Software programs	Determined by CACVB via marketing plan Supported by research/rationale
3. Group tour definite bookings	CACVB tracking	Determined by CACVB via marketing plan
4. Leisure inquiries converted (consumer and trade)	Conversion Analysis	Supported by research/rationale
5. Destination awareness (trade and consumer)	Contract with outside resource	
6. Coop Resources Raised (in kind, marketing, alliances)	CACVB tracking	Equal to 25% of total marketing budget
7. Media Coverage (scope, demographics, reach)	Clipping Service	Determined by CACVB
8. Overhead expenditures*	CACVB budget	Reduce by 5% annually toward goal of <30% of total budget

*calculations include Finance and Administration divisions plus support costs for the Executive division

D. Performance Indicators

CACVB will track certain performance indicators to monitor the performance of the local tourism industry, using the method described below.

Performance Indicators	Tracking Mechanisms
1. Economic Impact of Tourism (Annual basis)	Visitor Profile and VTC Statistics
2. Transient Occupancy Tax Collections	City and County Records
3. Occupancy	Smith Travel Research Reports
4. ADR	Smith Travel Research Reports
5. Length of Stay (Annual basis)	Visitor Profile
6. Per-Person expenditure (Annual basis)	Visitor Profile
7. Attraction Attendance	Compilation from Industry Records