



FLUVANNA COUNTY BOARD OF SUPERVISORS MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

July 5, 2017

4:00 pm – Regular Meeting

7:00 pm – Public Hearings

| TAB | AGENDA ITEMS |
|----------|--|
| 1 | CALL TO ORDER |
| 2 | PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE |
| 3 | ADOPTION OF AGENDA |
| | SPECIAL PRESENTATIONS |
| | Richard Payne, Community Service Award |
| 4 | COUNTY ADMINISTRATOR'S REPORT |
| 5 | PUBLIC COMMENTS #1 (5 minutes each) |
| 6 | PUBLIC HEARINGS |
| | Scheduled for 7:00 pm meeting. |
| 7 | ACTION MATTERS |
| H | County Records Management Policy—Fred Payne, County Attorney & Kelly Belanger Harris, Records Officer |
| I | Record Retention and File Access Agreement—Fred Payne, County Attorney |
| J | Columbia Area Renewal Effort (CARE) Task Force Charter – Steve Nichols, County Administrator |
| K | Appointment – Columbia Area Renewal Effort (CARE) Task Force—Steven M. Nichols, County Administrator |
| L | Virginia Victim's Fund Memorandum of Agreement and EMS Cost Recovery Policy Revision —Cheryl Elliott, Emergency Services Coordinator |
| M | Letter of Intent for Spillman Technologies, Inc—Cyndi Toler, Purchasing Officer |
| Mc | Sheriff's Office Compression Pay—Eric B. Hess, Sheriff |
| N | Sheriff's Office Stipends—Eric B. Hess, Sheriff |
| O | Zion Crossroads Water Project - Amendment to Project Agreement #3 – Dewberry—Cyndi Toler, Purchasing Officer |
| P | Surveying for the Zion Crossroads Water Project - Agreement #4 – Bowman—Cyndi Toler, Purchasing Officer |
| 8 | PRESENTATIONS (normally not to exceed 10 minutes each) |
| Q | Farm Museum Update – Cyndi Toler, Purchasing Officer |
| R | FCSS Relocation—Steven M. Nichols, County Administrator |
| 9 | CONSENT AGENDA |
| S | Minutes of June 21, 2017—Kelly Belanger Harris, Clerk to the Board |

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- T Ambulance Restocking Agreement for Cost Recovery—Cheryl Elliott, Emergency Services Coordinator
- U CRMF Request - FCPS Central Elementary Unexpected Repairs—Ed Breslauer, FCPS Finance Director
- V FY17 Cell Tower Budget Supplement—Martin Brookhart, Management Analyst
- W FY17 Four-For-Life Budget Transfer—Martin Brookhart, Management Analyst

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING & DINNER RECESS

TBD

RECESS – DINNER BREAK

RECONVENE @ 7:00pm

SPECIAL PRESENTATIONS

John Thompson, Certificate of Commendation

06 - PUBLIC HEARINGS (from 4:00 pm Meeting)

- XYZ Open Container Ordinance Amendment – Fred Payne, County Attorney
- A Sheriff Designation Ordinance Amendment – Fred Payne, County Attorney
- B ZXR Water/Sewer Project VRA Bond Public Hearing—Eric Dahl, DCA/Finance Director

14 – CLOSED MEETING

TBD

15 – ADJOURN



Digitally signed by Steven M. Nichols
Date: 2017.06.28 16:56:23 -04'00'

County Administrator Review

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PLEDGE OF ALLEGIANCE

I pledge allegiance to the flag
of the United States of America
and to the Republic for which it stands,
one nation, under God, indivisible,
with liberty and justice for all.

ORDER

1. It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.
2. In maintaining decorum and propriety of conduct, the Chairman shall not be challenged and no debate shall be allowed until after the Chairman declares that order has been restored. In the event the Board wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Board to discuss the matter.
3. No member or citizen shall be allowed to use abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.
4. When a person engages in such breaches, the Chairman shall order the person’s removal from the building, or may order the person to stand silent, or may, if necessary, order the person removed from the County property.

PUBLIC HEARING RULES OF PROCEDURE

1. PURPOSE
 - The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
 - A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.
2. SPEAKERS
 - Speakers should approach the lectern so they may be visible and audible to the Board.
 - Each speaker should clearly state his/her name and address.
 - All comments should be directed to the Board.
 - All questions should be directed to the Chairman. Members of the Board are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion.
 - Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
 - Speakers with questions are encouraged to call County staff prior to the public hearing.
 - Speakers should be brief and avoid repetition of previously presented comments.
3. ACTION
 - At the conclusion of the public hearing on each item, the Chairman will close the public hearing.
 - The Board will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items.
 - Further public comment after the public hearing has been closed generally will not be permitted.

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COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS Package 2017-07-05 p.5/229
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
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www.fluvannacounty.org

2016-2017 STRATEGIC INITIATIVES AND ACTIONS

Strategic Initiative A -- SERVICE DELIVERY

- A1** - Create a local Broadband Task Force to: assess our current status county-wide, determine our gaps and needs, develop alternatives and options for improvement, and to identify potential funding sources for broadband expansion.
- A2** - Perform Process Improvement Review of Planning and Zoning Processes.
- A3** - Perform Process Improvement Review of Building Inspection Processes.
- A4** - Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.
- A5** - Update, format, and improve web-accessibility of all County Personnel Policies.
- A6** - Create Fluvanna County Data Website Dashboard with key metrics.
- A7** - Perform a comprehensive review and update of all ordinances, rules, policies, and practices relating to junk cars, trash and litter, waste tires, condemnation of structures, etc.
- A8** - Create an improved system for managing and tracking of SUPs and Subdivisions (Bond status, project status, etc.).

Strategic Initiative B -- COMMUNICATION

- B1** - Create a Community Impact Awards Program.
- B2** - Hold an Elected Official Breakfast for our State Representatives in Spring 2016
- B3** - Collect and analyze the results of the local Business Climate Survey.
- B4** - Hold a Local Business Forum - Subtitle: "The Future of Fluvanna's 250 Corridor"
- B5** - Create a local Business Support Action Plan.
- B6** - Assess options to communicate more efficiently, effectively, and economically with Fluvanna residents.
- B7** - Expand County Website to receive, answer, and post questions from residents.
- B8** - Improve communication and collaboration with the School Board to improve understanding of school system funding needs and better plan future budgets.
- B9** - Create a brief, easy to understand tax impact message showing Fluvanna advantages for both residential and business.

Strategic Initiative C -- PROJECT MANAGEMENT

- C1** - Investigate the use of Technology or other types of Overlay Zones for the Zion Crossroads Community Planning Area to support economic development aims.
- C2** - Create a County-wide overlay map showing utilities and other key features that support business growth and development.
- C3** - Investigate all options for GIS system delivery and management to support needs of all County departments.
- C4** - Develop and adopt a Fluvanna County Master Water and Sewer Service Plan and implementation schedule.
- C5** - Successfully oversee and manage Fluvanna County aspects of the James River Water project.

- C6** - Finalize locations and fund installation of Fire Hydrants in the Columbia District along the route of the Louisa County Water Authority raw water pipeline.
- C7** - Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.
- C8** - Successfully oversee and manage the County's E911 Emergency Communications System Project.
- C9** - Proceed with the Pleasant Grove Farm Museum design.
- C10** - Investigate opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.

Strategic Initiative D -- ECONOMIC DEVELOPMENT AND TOURISM

- D1** - Create EDTAC - Economic Development and Tourism Advisory Council.
- D2** - Plan for Fluvanna County activities to celebrate the Virginia Business Appreciation Month in May 2016.
- D3** - Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.
- D4** - Create separate Tourism and Business information pages for the County website.
- D5** - Create a Fluvanna County "triangle" tourism brochure describing a Monticello, Pleasant Grove House & Museum, Old Stone Jail, Historic Courthouse, and Montpelier history and tourism route.
- D6** - Create a "Faces and Places of Fluvanna" Poster and Rack Card to market Fluvanna County as a destination for tourism and recreational activities.
- D7** - Create a "New Residents Guide" package for distribution to local Real Estate agents.
- D8** - Develop a "This is Fluvanna County" video message to be shared with county citizens and businesses as well as use with county economic development initiatives.
- D9** - Investigate and pursue with State offices the installation of select Boat Ramps along the Rivanna and James Rivers to support additional recreational and tourism opportunities.
- D10** - Investigate opportunities for park expansion or Rivanna River access points to support expanded recreational activities in Fluvanna (e.g., Crofton Park, LMOA river access areas, Town of Columbia flood plain/potential park, etc.).
- D11** - Support local businesses and entrepreneurs by establishing a focused business appreciation and expansion program.

Strategic Initiative E -- FINANCIAL STEWARDSHIP AND EFFICIENCY

- E1** - Identify all sources of revenue the county can use to finance local government programs and services and determine which sources Fluvanna County should utilize.
- E2** - Investigate creation of a "Capital Depreciation Fund" that would be funded within the tax rate each fiscal year to save for future capital needs.
- E3** - Update, format, and improve web-accessibility of all County Financial Policies.
- E4** - Review, update, and approve new Fluvanna County Proffer Guidelines.
- E5** - Reduce the County's reliance on creating and mailing paper checks for payments and to implement ACH/EFT transaction options.
- E6** - Research and provide samples of Monthly Treasurer Report options and formats so that the Board can decide what they would like to see on a recurrent basis (e.g., what reports are provided in other counties?). Create report for inclusion in Board package each month, as well as a quarterly in-person briefing on the data.

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB H

| | | | | | |
|------------------------------|--|---------------|------------------------------------|----------------|-------|
| MEETING DATE: | June 21, 2017 | | | | |
| AGENDA TITLE: | Record Management Policy | | | | |
| MOTION(s): | I move to approve the Fluvanna County Record Management Policy. | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | | |
| | | XX | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | | | | | |
| STAFF CONTACT(S): | Kelly Belanger Harris, Clerk to the Board/Records Manager | | | | |
| PRESENTER(S): | Fred Payne, County Attorney & Kelly Belanger Harris, Clerk to the Board/Records Manager | | | | |
| RECOMMENDATION: | Approve | | | | |
| TIMING: | Normal | | | | |
| DISCUSSION: | | | | | |
| FISCAL IMPACT: | None | | | | |
| POLICY IMPACT: | Provides a policy for maintaining County records in accordance with Library of Virginia Standards and the Virginia Public Records Act. | | | | |
| LEGISLATIVE HISTORY: | Virginia Code § 42.1-76. | | | | |
| ENCLOSURES: | Draft Fluvanna County Records Management Policy Virginia Public Records Act | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | | | | | |

FLUVANNA COUNTY
RECORDS MANAGEMENT POLICY
Revised June 2017

Statement of Intent

This policy establishes the general responsibilities for management, retention, and disposition of FLUVANNA COUNTY records as mandated by the Virginia Public Records Act (VPRA), Code of Virginia § 42.1-76–§ 42.1-91. This policy applies to all employees (including part-time and per diem) and authorized agents of FLUVANNA COUNTY and its affiliates.

FLUVANNA COUNTY is committed to effectively managing its records, regardless of media type, by adhering to best practices and following a systematic and logical plan developed by the organizational units that maintain the records. The successful implementation and ongoing effectiveness of this policy is dependent on the cooperation of each organizational unit to ensure that permanent records are preserved and nonpermanent records are destroyed in a timely and orderly manner.

The policy will provide guidance for achieving the following objectives:

1. Comply with the Virginia Public Records Act (VPRA), Code of Virginia § 42.1-76–§ 42.1-91, which governs the creation, maintenance, and disposition of public records;
2. Develop and implement procedures, guidelines, systems, and business practices that facilitate the creation, backup, preservation, filing, storage, and disposal of records of all formats;
3. Create a network of personnel throughout FLUVANNA COUNTY trained to manage records of all types;
4. Reduce risks associated with unintended disclosure of sensitive information; and
5. Protect essential and historical information about FLUVANNA COUNTY.

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- X. Data Privacy

I. Responsibilities Under the Virginia Public Records Act (VPRA)

Records Management Program

FLUVANNA COUNTY will implement a sound records management program in accordance with the Virginia Public Records Act (VPRA) § 42.1-76 et seq. An effective records management program will implement Library of Virginia–approved records retention and disposition schedules, document destruction of scheduled records, train employees, and create and disseminate records management procedures.

Designated Records Officer

FLUVANNA COUNTY will designate at least one records officer to oversee the FLUVANNA COUNTY's records management program in accordance with the Virginia Public Records Act (VPRA) § 42.1-85. The designated records officer(s) will serve as a liaison(s) to the Library of Virginia for the purposes of implementing and overseeing a records management program, and coordinating legal disposition, including destruction of obsolete records.

FLUVANNA COUNTY will identify the person or persons who will serve as records officer(s) by submitting the Records Officer Designation and Responsibilities Form (RM-25) to the Library of Virginia.

Delivery of Records to Successor

At the end of a records custodian's term of office, appointment, or employment, all records should be turned over to his/her successor. In the event that FLUVANNA COUNTY ceases to exist and there is no successor, all records should be transferred to the Library of Virginia per the Code of Virginia § 42.1-88.

II. Public Records

Public Records

Public records are those that document the transaction of business by FLUVANNA COUNTY. The format in which the information is presented, as well as the medium on which the information is contained, have no bearing on the determination of whether the record is a public record. (Code of Virginia § 42.1-77)

Archival Records

Archival records are public records “of continuing and enduring value useful to the citizens of the Commonwealth and necessary to the administrative functions of public agencies in the conduct of services and activities mandated by law that is identified on a Library of Virginia approved records retention and disposition schedule as having sufficient informational value to be permanently maintained by the Commonwealth.” (Code of Virginia § 42.1-77)

Non-records

Public records shall not include materials made or acquired and kept solely for reference or exhibition purposes, copies of records kept only for convenience or reference, and stocks of publications. These are considered “non-records.” (Code of Virginia § 42.1-77)

Copy of Record

The “copy of record” shall be construed to mean the “official” copy of a particular public record, with no regard as to whether it is an original, copy, or reformatted version. All work units within FLUVANNA COUNTY shall work with the designated records officer to establish in writing the ownership of and responsibility for copies of record.

Confidential Records

Public records that are restricted from disclosure by statute, court order, or legally adopted rules and regulations are considered confidential. FLUVANNA COUNTY records that are deemed confidential are still considered to be public records even though they are not publicly available. FLUVANNA COUNTY records management procedures will contain references to all applicable regulations and statutes affecting FLUVANNA COUNTY records.

III. Roles and Responsibilities

Fluvanna County Head or Designee

The head of FLUVANNA COUNTY or his/her designee is responsible for establishing and approving FLUVANNA COUNTY records management program and identifying to the Library of Virginia the person(s) to serve as the designated records officer(s).

Department, Division, or Section Heads

The heads of departments, divisions, and/or sections are responsible for ensuring that procedures and programs within their areas of responsibility meet the requirements of FLUVANNA COUNTY's records management program relative to record identification, generation, control, maintenance, processing, storage, and disposition.

Fluvanna County-designated Records Officer

The designated records officer is responsible for the development, implementation, and ongoing coordination of the records management program to meet regulatory requirements.

Responsibilities of the records officer include:

- Developing procedures to implement FLUVANNA COUNTY's records management program in coordination with the Library of Virginia
- Providing training in records management procedures and practices, including the use of appropriate forms
- Implementing systems to meet program requirements for completeness, legibility, reproducibility, retrievability, distribution, control, security, storage, and disposition of records, regardless of format or media type
- Advising staff members on where to access and how to use Library of Virginia-approved retention schedules
- Coordinating and/or assisting staff in the surveying of records
- Ensuring that essential, archival, and permanent records are identified, properly maintained, protected, and accessible for the length of time cited in an applicable retention schedule
- Maintaining contact and connections with FLUVANNA COUNTY records coordinators

Records Coordinators

Records coordinators are responsible for assisting in the design, implementation, and management of FLUVANNA COUNTY records management program by serving as liaisons between their respective work units and FLUVANNA COUNTY'S designated records officer.

Responsibilities of a records coordinator include:

- Being familiar with FLUVANNA COUNTY'S internal records management policy

- Developing the unit's records management procedures and practices, consistent with this policy
- Educating staff within the organizational unit in understanding sound record management practices
- Restricting access to confidential records and information
- Coordinating the destruction of records with the records officer as provided in the applicable procedures

IV. Records Retention and Disposition Schedules

Records retention and disposition schedules are created and maintained by the Library of Virginia. Retention schedules are approved sets of clearly identified, related records series that dictate the length of time a series must be kept and its required disposition.

All FLUVANNA COUNTY records must be managed in accordance with the most current Library of Virginia–approved records retention and disposition schedules.

If a new category of records is created, and no applicable series is found on an existing retention schedule, then FLUVANNA COUNTY’s designated records officer must contact FLUVANNA COUNTY’s assigned records analyst at the Library of Virginia so that the records may be scheduled.

V. Electronic Records

FLUVANNA COUNTY will manage its electronically stored information (ESI) consistent with the Library of Virginia–approved records retention and disposition schedules and any legal obligations that may apply. The retention schedules govern retention of electronic records in the same manner as paper records. Content, not format, drives records retention.

The destruction of electronic records must be documented through submission of the Certificate of Records Destruction (RM-3 Form). (See section VII of this policy.)

VI. Disposition of Public Records

There are two options for public records disposition: permanent retention or destruction. Use the records retention and disposition schedules to determine whether a series is permanent or when it should be destroyed.

Permanent Records

A public record is considered permanent when it has been determined to have “continuing and enduring value useful to the citizens of the Commonwealth and necessary to the administrative functions of public agencies in the conduct of services and activities mandated by law.” (Code of Virginia § 42.1-77)

Permanent records held by FLUVANNA COUNTY are identified on a Library of Virginia–approved records retention and disposition schedule as having sufficient informational value to be permanently maintained by the Commonwealth. The retention schedules will identify whether a record must be maintained by FLUVANNA COUNTY or may be offered to the Archives at the Library of Virginia. Permanent records of FLUVANNA COUNTY cannot be given away, sold, or loaned to any outside person, organization, or business entity.

FLUVANNA COUNTY staff or work units in possession of permanent records that may be offered to the Library of Virginia must contact FLUVANNA COUNTY designated records officer when the records are no longer active. The records officer will contact the Library to begin the transfer process.

FLUVANNA COUNTY agency heads retain “the authority to determine the nature and form of the records required in the administration of their several departments” and the records “deemed necessary” for the performance of their statutory duty. (Code of Virginia § 42.1-87E)

Non-permanent Records

All FLUVANNA COUNTY records that have not been deemed permanent must eventually be destroyed. The records retention and disposition schedules identify when a set of records has reached the end of its usefulness. A retention schedule may also state whether records must be destroyed in a certain manner. Retention schedules constitute a legal timeline for the destruction of records from which FLUVANNA COUNTY must not deviate unless in the midst of a legal hold. (See section IX of this policy.)

FLUVANNA COUNTY agency heads retain “the authority to determine the nature and form of the records required in the administration of their several departments” and the records “deemed necessary” for the performance of their statutory duty. (Code of Virginia § 42.1-87E)

VII. Destruction of Public Records

All records destruction performed by FLUVANNA COUNTY must be done in accordance with written procedures and documented on a Certificate of Records Destruction (RM-3 Form). The RM-3 Form is required when destroying public records, in all formats, that are deemed copies of record. The original RM-3 Form must be submitted to the Library of Virginia. FLUVANNA COUNTY must retain a copy of the RM-3 Form for three (3) years.

FLUVANNA COUNTY records must be destroyed in the manner identified by the appropriate series on a general or specific records retention and disposition schedule. All FLUVANNA COUNTY records must be destroyed once the applicable retention period has expired. No records may be maintained past the end of their stated retention unless involved in current litigation, investigation, or audit. (Code of Virginia § 42.1-86.1)

FLUVANNA COUNTY records may not be destroyed because of lack of space or funding for storage. Do not report the destruction of materials that are not public records, such as copies, personal items, and reference materials on an RM-3 Form.

Non-confidential Destruction

Acceptable methods of destruction for non-confidential FLUVANNA COUNTY records include trash, recycling, or deletion of electronic records. Destruction must be done in a timely manner, construed by the Library of Virginia to be one (1) year from retention expiration.

Confidential Destruction

Acceptable methods of destruction for confidential FLUVANNA COUNTY records include cross-cut shredding, pulping, incinerating, physical destruction of electronic storage media, "wiping" of electronic records with appropriate software, and degaussing of magnetic material. Destruction of confidential records containing personally identifying information must be done within six (6) months of retention expiration. (Code of Virginia § 42.1-86.1)

Non-record Destruction

The destruction of non-record material, confidential or otherwise, will not be reported to the Library of Virginia. If necessary, the destruction of non-records can be recorded by FLUVANNA COUNTY for internal purposes.

VIII. Storage, Retrieval, and Disaster Recovery

Storage

All FLUVANNA COUNTY records shall be maintained in such a way that they are identifiable and accessible for the entirety of their assigned retention period.

Ideally, all FLUVANNA COUNTY records must be stored in areas with consistent temperatures and humidity levels. Ideal conditions are a temperature maintained in the 65–70° range and humidity maintained at 40% +/- 5%.

Ideally, all FLUVANNA COUNTY records must be:

- Protected from fire by the installation of smoke detectors, water sprinklers, and fire extinguishers
- Free of vermin and insects
- Far from water pipes

If records are of a confidential nature, they should be stored in a secure area that is locked and has controlled access for select personnel only. Strict procedures must be in place for retrieval, use, and re-filing of confidential records. Access to confidential records in electronic formats will be limited by assigning appropriate log-in credentials.

Retrieval

All work units must have procedures in place for the retrieval of records, their use, and re-filing.

Disaster Recovery

FLUVANNA COUNTY will have in place a Records Emergency Action Plan (REAP) that clearly communicates the procedures for records recovery in the event of a natural disaster, fire, or other catastrophic event affecting FLUVANNA COUNTY.

IX. Legal Matters, Audits, and Investigations

Any FLUVANNA COUNTY record that is relevant to pending or anticipated action, i.e., litigation, claim, audit, Fluvanna County charge, investigation, or enforcement action, shall be retained until final resolution of the matter. In these circumstances, the work unit involved with the ongoing action will notify all other relevant organizational units and work with staff to identify and retain any records (including electronic records) and other information that could be relevant to the matter. This will include a directive that the relevant work unit's normal document destruction procedures be suspended temporarily.

FLUVANNA COUNTY employees who become aware that an action, investigation, or legal proceeding has commenced or is anticipated against their department or work unit must promptly notify the manager of the affected organizational unit, as well as Fluvanna County-designated records officer, so that all records with potential relevance to the investigation or legal proceeding can be retained as necessary. After matter is closed, records should be maintained according to appropriate records series retention and disposition.

X. Data Privacy

All records created and maintained by FLUVANNA COUNTY that contain personal or other confidential information must be kept in accordance with the Government Data Collection and Dissemination Practices Act, Code of Virginia § 2.2-3800 et seq. (See section VIII of this policy for information on the storage of and access to confidential records).

Code of Virginia

Virginia Public Records Act

§ 42.1-76. Legislative intent; title of chapter

The General Assembly intends by this chapter to establish a single body of law applicable to all public officers and employees on the subject of public records management and preservation and to ensure that the procedures used to manage and preserve public records will be uniform throughout the Commonwealth.

This chapter may be cited as the Virginia Public Records Act.

1976, c. 746.

§ 42.1-76.1. Notice of Chapter

Any person elected, reelected, appointed, or reappointed to the governing body of any agency subject to this chapter shall (i) be furnished by the agency or public body's administrator or legal counsel with a copy of this chapter within two weeks following election, reelection, appointment, or reappointment and (ii) read and become familiar with the provisions of this chapter.

2006, c. 60.

§ 42.1-77. Definitions

As used in this chapter:

"Agency" means all boards, commissions, departments, divisions, institutions, authorities, or parts thereof, of the Commonwealth or its political subdivisions and includes the offices of constitutional officers.

"Archival quality" means a quality of reproduction consistent with established standards specified by state and national agencies and organizations responsible for establishing such standards, such as the Association for Information and Image Management, the American National Standards Institute, and the National Institute of Standards and Technology.

"Archival record" means a public record of continuing and enduring value useful to the citizens of the Commonwealth and necessary to the administrative functions of public agencies in the conduct of services and activities mandated by law that is identified on a Library of Virginia approved records retention and disposition schedule as having sufficient informational value to be permanently maintained by the Commonwealth.

"Archives" means the program administered by The Library of Virginia for the preservation of archival records.

"Board" means the State Library Board.

"Conversion" means the act of moving electronic records to a different format, especially data from an obsolete format to a current format.

"Custodian" means the public official in charge of an office having public records.

"Disaster plan" means the information maintained by an agency that outlines recovery techniques and methods to be followed in case of an emergency that impacts the agency's records.

"Electronic record" means a public record whose creation, storage, and access require the use of an automated system or device. Ownership of the hardware, software, or media used to create, store, or access the electronic record has no bearing on a determination of whether such record is a public record.

"Essential public record" means records that are required for recovery and reconstruction of any agency to enable it to resume its core operations and functions and to protect the rights and interests of persons.

"Librarian of Virginia" means the State Librarian of Virginia or his designated representative.

"Lifecycle" means the creation, use, maintenance, and disposition of a public record.

"Metadata" means data describing the context, content, and structure of records and their management through time.

"Migration" means the act of moving electronic records from one information system or medium to another to ensure continued access to the records while maintaining the records' authenticity, integrity, reliability, and usability.

"Original record" means the first generation of the information and is the preferred version of a record. Archival records should to the maximum extent possible be original records.

"Preservation" means the processes and operations involved in ensuring the technical and intellectual survival of authentic records through time.

"Private record" means a record that does not relate to or affect the carrying out of the constitutional, statutory, or other official ceremonial duties of a public official, including the correspondence, diaries, journals, or notes that are not prepared for, utilized for, circulated, or communicated in the course of transacting public business.

"Public official" means all persons holding any office created by the Constitution of Virginia or by any act of the General Assembly, the Governor and all other officers of the executive branch of the state government, and all other officers, heads, presidents or chairmen of boards, commissions, departments, and agencies of the state government or its political subdivisions.

"Public record" or "record" means recorded information that documents a transaction or activity by or with any public officer, agency or employee of an agency. Regardless of physical form or characteristic, the recorded information is a public record if it is produced, collected, received or retained in pursuance of law or in connection with the transaction of public business. The medium upon which such information is recorded has no bearing on the determination of whether the recording is a public record.

For purposes of this chapter, "public record" shall not include nonrecord materials, meaning materials made or acquired and preserved solely for reference use or exhibition purposes, extra copies of documents preserved only for convenience or reference, and stocks of publications.

"Records retention and disposition schedule" means a Library of Virginia-approved timetable stating the required retention period and disposition action of a records series. The administrative, fiscal, historical, and legal value of a public record shall be considered in appraising its appropriate retention schedule. The terms "administrative," "fiscal," "historical," and "legal" value shall be defined as:

1. "Administrative value": Records shall be deemed of administrative value if they have continuing utility in the operation of an agency.
2. "Fiscal value": Records shall be deemed of fiscal value if they are needed to document and verify financial authorizations, obligations, and transactions.
3. "Historical value": Records shall be deemed of historical value if they contain unique information, regardless of age, that provides understanding of some aspect of the government and promotes the development of an informed and enlightened citizenry.
4. "Legal value": Records shall be deemed of legal value if they document actions taken in the protection and proving of legal or civil rights and obligations of individuals and agencies.

1976, c. 746; 1977, c. 501; 1981, c. 637; 1987, c. 217; 1990, c. 778; 1994, cc. [390](#), [955](#); 1998, cc. [427](#), [470](#); 2005, c. [787](#); 2006, c. [60](#).

§ 42.1-78. Confidentiality safeguarded

Any records made confidential by law shall be so treated. Records which by law are required to be closed to the public shall not be deemed to be made open to the public under the provisions of this chapter. Records in the custody of The Library of Virginia which are required to be closed to the public shall be open for public access 75 years after the date of creation of the record. No provision of this chapter shall be construed to authorize or require the opening of any records ordered to be sealed by a court. All records deposited in the archives that are not made confidential by law shall be open to public access.

1976, c. 746; 1979, c. 110; 1990, c. 778; 1994, c. [64](#); 2006, c. [60](#).

§ 42.1-79. Records management function vested in The Library of Virginia

A. The archival and records management function shall be vested in The Library of Virginia. The Library of Virginia shall be the official custodian and trustee for the Commonwealth of all public records of whatever kind, and regardless of physical form or characteristics, that are transferred to it from any agency. As the Commonwealth's official repository of public records, The Library of Virginia shall assume ownership and administrative control of such records on behalf of the Commonwealth. The Library of Virginia shall own and operate any equipment necessary to manage and retain control of electronic archival records in its custody, but may, at its discretion, contract with third-party entities to provide any or all services related to managing archival records on equipment owned by the contractor, by other third parties, or by The Library of Virginia.

B. The Librarian of Virginia shall name a State Archivist who shall perform such functions as the Librarian of Virginia assigns.

C. Whenever legislation affecting public records management and preservation is under consideration, The Library of Virginia shall review the proposal and advise the General Assembly on the effects of its proposed implementation.

1976, c. 746; 1986, c. 565; 1990, c. 778; 1994, c. [64](#); 1998, c. [427](#); 2005, c. [787](#); 2006, c. [60](#).

§ 42.1-79.1. Repealed

Repealed by Acts 2005, c. [787](#), cl. 2.

§ 42.1-80. Repealed

Repealed by Acts 2003, c. [177](#).

§ 42.1-82. Duties and powers of Library Board

A. The State Library Board shall:

1. Issue regulations concerning procedures for the disposal, physical destruction or other disposition of public records containing social security numbers. The procedures shall include all reasonable steps to destroy such documents by (i) shredding, (ii) erasing, or (iii) otherwise modifying the social security numbers in those records to make them unreadable or undecipherable by any means.

2. Issue regulations and guidelines designed to facilitate the creation, preservation, storage, filing, reformatting, management, and destruction of public records by agencies. Such regulations shall mandate procedures for records management and include recommendations for the creation, retention, disposal, or other disposition of public records.

B. The State Library Board may establish advisory committees composed of persons with expertise in the matters under consideration to assist the Library Board in developing regulations and guidelines.

1976, c. 746; 1977, c. 501; 1981, c. 637; 1990, c. 778; 1994, cc. [64](#), [955](#); 2003, cc. [914](#), [918](#); 2005, c. [787](#); 2006, c. [60](#).

§ 42.1-83. Repealed

Repealed by Acts 2006, c. [60](#), cl. 2.

§ 42.1-84. Repealed

Repealed by Acts 2005, c. [787](#), cl. 2.

§ 42.1-85. Records Management Program; agencies to cooperate; agencies to designate records officer

A. The Library of Virginia shall administer a records management program for the application of efficient and economical methods for managing the lifecycle of public records consistent with regulations and guidelines promulgated by the State Library Board, including operation of a records center or centers. The Library of Virginia shall establish procedures and techniques for the effective management of public records, make continuing surveys of records and records keeping practices, and recommend improvements in current records management practices, including the use of space, equipment, software, and supplies employed in creating, maintaining, and servicing records.

B. Any agency with public records shall cooperate with The Library of Virginia in conducting surveys. Each agency shall establish and maintain an active, continuing program for the economical and efficient management of the records of such agency. The agency shall be responsible for ensuring that its public records are preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic records as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration. Any public official who converts or migrates an electronic record shall ensure that it is an accurate copy of the original record. The converted or migrated record shall have the force of the original.

C. Each state agency and political subdivision of this Commonwealth shall designate as many as

appropriate, but at least one, records officer to serve as a liaison to The Library of Virginia for the purposes of implementing and overseeing a records management program, and coordinating legal disposition, including destruction, of obsolete records. Designation of state agency records officers shall be by the respective agency head. Designation of a records officer for political subdivisions shall be by the governing body or chief administrative official of the political subdivision. Each entity responsible for designating a records officer shall provide The Library of Virginia with the name and contact information of the designated records officer, and shall ensure that such information is updated in a timely manner in the event of any changes.

D. The Library of Virginia shall develop and make available training and education opportunities concerning the requirements of and compliance with this chapter for records officers in the Commonwealth.

1976, c. 746; 1990, c. 778; 1994, c. 64; 1998, c. 427; 2006, c. 60.

§ 42.1-86. Essential public records; security recovery copies; disaster plans

A. In cooperation with the head of each agency, The Library of Virginia shall establish and maintain a program for the selection and preservation of essential public records. The program shall provide for preserving, classifying, arranging, and indexing essential public records so that such records are made available to the public. The program shall provide for making recovery copies or designate as recovery copies existing copies of such essential public records.

B. Recovery copies shall meet quality standards established by The Library of Virginia and shall be made by a process that accurately reproduces the record and forms a durable medium. A recovery copy may also be made by creating a paper or electronic copy of an original electronic record. Recovery copies shall have the same force and effect for all purposes as the original record and shall be as admissible in evidence as the original record whether the original record is in existence or not. Recovery copies shall be preserved in the place and manner prescribed by the State Library Board and the Governor.

C. The Library of Virginia shall develop a plan to ensure preservation of public records in the event of disaster or emergency as defined in § 44-146.16. This plan shall be coordinated with the Department of Emergency Management and copies shall be distributed to all agency heads. The plan shall be reviewed and updated at least once every five years. The personnel of the Library shall be responsible for coordinating emergency recovery operations when public records are affected. Each agency shall ensure that a plan for the protection and recovery of public records is included in its comprehensive disaster plan.

1976, c. 746; 1980, c. 365; 1990, c. 778; 1994, c. 64; 1998, c. 427; 2005, c. 787; 2006, c. 60.

§ 42.1-86.1. Disposition of public records

A. No agency shall sell or give away public records. No agency shall destroy or discard a public record unless (i) the record appears on a records retention and disposition schedule approved pursuant to § 42.1-82 and the record's retention period has expired; (ii) a certificate of records destruction, as designated by the Librarian of Virginia, has been properly completed and approved by the agency's designated records officer; and (iii) there is no litigation, audit, investigation, request for records pursuant to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.), or renegotiation of the relevant records retention and disposition schedule pending at the expiration of the retention period for the applicable records series. After a record is destroyed or discarded, the agency shall forward the original certificate of records destruction to

The Library of Virginia.

B. No agency shall destroy any public record created before 1912 without first offering it to The Library of Virginia.

C. Each agency shall ensure that records created after July 1, 2006 and authorized to be destroyed or discarded in accordance with subsection A, are destroyed or discarded in a timely manner in accordance with the provisions of this chapter; provided, however, such records that contain identifying information as defined in clauses (iii) through (ix), or clause (xii) of subsection C of § 18.2-186.3, shall be destroyed within six months of the expiration of the records retention period.

1990, c. 778; 1998, c. 427; 2005, c. 787; 2006, cc. 60, 909.

§ 42.1-87. Archival public records

A. Custodians of archival public records shall keep them in fire-resistant, environmentally controlled, physically secure rooms designed to ensure proper preservation and in such arrangement as to be easily accessible. Current public records should be kept in the buildings in which they are ordinarily used. It shall be the duty of each agency to consult with The Library of Virginia to determine the best manner in which to store long-term or archival electronic records. In entering into a contract with a third-party storage provider for the storage of public records, an agency shall require the third-party to cooperate with The Library of Virginia in complying with rules and regulations promulgated by the Board.

B. Public records deemed unnecessary for the transaction of the business of any state agency, yet deemed to be of archival value, may be transferred with the consent of the Librarian of Virginia to the custody of the Library of Virginia.

C. Public records deemed unnecessary for the transaction of the business of any county, city, or town, yet deemed to be of archival value, shall be stored either in The Library of Virginia or in the locality, at the decision of the local officials responsible for maintaining public records. Archival public records shall be returned to the locality upon the written request of the local officials responsible for maintaining local public records. Microfilm shall be stored in The Library of Virginia but the use thereof shall be subject to the control of the local officials responsible for maintaining local public records.

D. Record books deemed archival should be copied or repaired, renovated or rebound if worn, mutilated, damaged or difficult to read. Whenever the public records of any public official are in need of repair, restoration or rebinding, a judge of the court of record or the head of such agency or political subdivision of the Commonwealth may authorize that the records in need of repair be removed from the building or office in which such records are ordinarily kept, for the length of time necessary to repair, restore or rebind them, provided such restoration and rebinding preserves the records without loss or damage to them. Before any restoration or repair work is initiated, a treatment proposal from the contractor shall be submitted and reviewed in consultation with The Library of Virginia. Any public official who causes a record book to be copied shall attest it and shall certify an oath that it is an accurate copy of the original book. The copy shall then have the force of the original.

E. Nothing in this chapter shall be construed to divest agency heads of the authority to determine the nature and form of the records required in the administration of their several departments or to compel the removal of records deemed necessary by them in the performance of their

statutory duty.

1976, c. 746; 1994, cc. 64, 955; 2005, c. 787; 2006, c. 60.

§ 42.1-88. Custodians to deliver all records at expiration of term; penalty for noncompliance

Any custodian of any public records shall, at the expiration of his term of office, appointment or employment, deliver to his successor, or, if there be none, to The Library of Virginia, all books, writings, letters, documents, public records, or other information, recorded on any medium kept or received by him in the transaction of his official business; and any such person who shall refuse or neglect for a period of ten days after a request is made in writing by the successor or Librarian of Virginia to deliver the public records as herein required shall be guilty of a Class 3 misdemeanor.

1976, c. 746; 1994, c. 64; 1998, c. 427.

§ 42.1-89. Petition and court order for return of public records not in authorized possession

The Librarian of Virginia or his designated representative such as the State Archivist or any public official who is the custodian of public records in the possession of a person or agency not authorized by the custodian or by law to possess such public records shall petition the circuit court in the city or county in which the person holding such records resides or in which the materials in issue, or any part thereof, are located for the return of such records. The court shall order such public records be delivered to the petitioner upon finding that the materials in issue are public records and that such public records are in the possession of a person not authorized by the custodian of the public records or by law to possess such public records. If the order of delivery does not receive compliance, the plaintiff shall request that the court enforce such order through its contempt power and procedures.

1975, c. 180; 1976, c. 746; 1998, c. 427.

§ 42.1-90. Seizure of public records not in authorized possession

A. At any time after the filing of the petition set out in § 42.1-89 or contemporaneous with such filing, the person seeking the return of the public records may by ex parte petition request the judge or the court in which the action was filed to issue an order directed at the sheriff or other proper officer, as the case may be, commanding him to seize the materials which are the subject of the action and deliver the same to the court under the circumstances hereinafter set forth.

B. The judge aforesaid shall issue an order of seizure upon receipt of an affidavit from the petitioner which alleges that the material at issue may be sold, secreted, removed out of this Commonwealth or otherwise disposed of so as not to be forthcoming to answer the final judgment of the court respecting the same; or that such property may be destroyed or materially damaged or injured if permitted to remain out of the petitioner's possession.

C. The aforementioned order of seizure shall issue without notice to the respondent and without the posting of any bond or other security by the petitioner.

1975, c. 180; 1976, c. 746.

§ 42.1-90.1. Auditing

The Librarian may, in his discretion, conduct an audit of the records management practices of any agency. Any agency subject to the audit shall cooperate and provide the Library with any records or assistance that it requests. The Librarian shall compile a written summary of the

findings of the audit and any actions necessary to bring the agency into compliance with this chapter. The summary shall be a public record, and shall be made available to the agency subject to the audit, the Governor, and the chairmen of the House and Senate Committees on General Laws and the House Appropriations and Senate Finance Committees of the General Assembly.

2006, c. [60](#).

§ 42.1-91. Repealed

Repealed by Acts 2006, c. [60](#), cl. 2.

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB I

| | | | | | |
|------------------------------|--|---------------|-----------------------------|----------------|-------|
| MEETING DATE: | June 21, 2017 | | | | |
| AGENDA TITLE: | Record Retention and File Access Agreement | | | | |
| MOTION(s): | I move to approve the File Access Agreement between the County of Fluvanna and Payne and Hodous, LLP and the Fluvanna County Attorney, and approve destruction of files of the County Attorney in accordance with the Records Management Policy, and with the consent of both the County Attorney and the Records Officer. | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | | |
| | | XX | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | | XX | | | |
| STAFF CONTACT(S): | Kelly Belanger Harris, Clerk to the Board/Records Manager | | | | |
| PRESENTER(S): | Fred Payne, County Attorney & Kelly Belanger Harris, Clerk to the Board/Records Manager | | | | |
| RECOMMENDATION: | Approve | | | | |
| TIMING: | Normal | | | | |
| DISCUSSION: | | | | | |
| FISCAL IMPACT: | None | | | | |
| POLICY IMPACT: | | | | | |
| LEGISLATIVE HISTORY: | | | | | |
| ENCLOSURES: | Draft File Access Agreement | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | | | | | |

Record Management and File Access Agreement

Whereas Frederick W. Payne (hereinafter “County Attorney”) provides legal services (hereinafter “Service”) as County Attorney, through Payne & Hodous, L.L.P. (hereinafter “Payne & Hodous”), and through various deputy and assistant county attorneys appointed by the Board of Supervisors at his request, to the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (hereinafter “Fluvanna County”);

Whereas the Fluvanna County Board of Supervisors has adopted a Records Management Policy pursuant to the Virginia Public Records Act, Code of Va. Sec. 42.1-76, et seq.;

Whereas the County Attorney, Payne & Hodous, and Fluvanna County (the “Parties”, each a “Party”, as appropriate) have agreed that certain inactive files of the County Attorney should be delivered to Fluvanna County and managed pursuant to the Records Management Policy and applicable law. Files of the County Attorney, including all copies thereof made by Fluvanna County, whether electronic or otherwise, are referred to hereinafter as the “County Attorney Files”;

Whereas the Parties recognize that the County Attorney, Payne & Hodous, and persons appointed by the Board of Supervisors as deputy or assistant county attorneys (who are expressly agreed to be beneficiaries of this agreement), may require access to such inactive files from time to time during and after such Service;

In consideration of the premises, which are incorporated herein by reference, the Parties hereby agree that:

(1) The County Attorney will specify the County Attorney Files to be delivered to Fluvanna County from time to time. All County Attorney Files are administratively useful, and necessary for the performance of the County Attorney’s statutory duty, unless and until the County Attorney specifies otherwise, and shall be retained by Fluvanna County indefinitely, in either paper or electronic format. No County Attorney Files will be destroyed without the prior written consent of both the County Attorney and Fluvanna County’s designated Records Officer;

(2) During the time of Service, the County Attorney, Payne & Hodous, and the individuals serving in the capacity of deputy or assistant county attorneys, shall, upon request and without charge, have full access to the County Attorney Files for review, copying, printing, and scanning. Copies of County Attorney Files shall be provided upon request and without charge, in legible paper or readily accessible electronic format;

(3) Individuals who have formerly served in the capacity of deputy or assistant county attorneys and, following the termination of Service, Frederick W. Payne and Payne & Hodous shall, upon request and without charge, have access to the County Attorney Files for review, copying, printing, and scanning, for any proper purpose, including without limitation, for the purpose of defense of claims or potential claims. Copies of County Attorney Files shall be provided upon request and without charge, in legible paper or readily accessible electronic format. Such access and copies shall be provided during normal business hours, and upon reasonable notice of not more than one (1) business day.

Witness the following duly authorized signatures and seals:

Fluvanna County

Payne & Hodous, L.L.P.

By: _____
 Steven M. Nichols Date
 County Administrator

By: _____
 Frederick W. Payne Date
 Fluvanna County Attorney

By: _____
 Frederick W. Payne Date
 Partner

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB J

| | | | | | |
|------------------------------|---|---------------|------------------------------------|----------------|-------|
| MEETING DATE: | July 5, 2017 | | | | |
| AGENDA TITLE: | Columbia Area Renewal Effort (CARE) Task Force Charter | | | | |
| MOTION(s): | I move to approve the Columbia Area Renewal Effort (CARE) Task Force Charter, as presented. | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | | D10 |
| | XX | | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | | XX | | | |
| STAFF CONTACT(S): | Steve Nichols, County Administrator | | | | |
| PRESENTER(S): | Steve Nichols, County Administrator | | | | |
| RECOMMENDATION: | Approval | | | | |
| TIMING: | Current. First meeting of the task force scheduled for July 17, 2017. | | | | |
| DISCUSSION: | <p>This is a re-creation of the original Columbia Task Force that was begun in 2011.</p> <p>This new version, the Columbia Area Renewal Effort (CARE) Task Force, is intended to advise, assist, support, and advocate for positive change and renewal efforts in the Columbia area. The Task Force will prepare a report of proposed actions for consideration by the Board of Supervisors. The work of the Task Force is intended to be completed and a final report of recommendations submitted to the Board of Supervisors by December 31, 2017, unless an extension is approved by the Board.</p> <p>Goals and membership are outlined in the attached draft Charter. The sunset clause for the task force is December 31, 2017, unless extended by the Board of Supervisors.</p> | | | | |
| FISCAL IMPACT: | N/A | | | | |
| POLICY IMPACT: | N/A | | | | |
| LEGISLATIVE HISTORY: | Original Columbia Task Force chartered by BOS in 2011. | | | | |
| ENCLOSURES: | Draft CARE Task Force Charter | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | | | | | |



CHARTER COLUMBIA AREA RENEWAL EFFORT (CARE) TASK FORCE

Approved
By BOS:
TBD

1. Purpose. The purpose of the Columbia Area Renewal Effort (CARE) Task Force is to advise, assist, support, and advocate for positive change and renewal efforts in the Columbia area. The Task Force will prepare a report of proposed actions for consideration by the Board of Supervisors.



2. Task Force Duration. The work of the Task Force is intended to be completed and a final report of recommendations submitted to the Board of Supervisors by December 31, 2017, unless an extension is approved by the Board.

3. Tasks / Responsibilities. In collaboration with County staff and other local agencies, the Task Force shall develop a list of proposed action steps to:

- a. Promote citizen engagement.
- b. Support renewal and clean-up efforts.
- c. Identify and develop green space opportunities and options.
- d. Advocate for improved public safety awareness and positive actions.
- e. Protect and enhance unique historical/architectural resources.
- f. Review and assess Historic District designation options.
- g. Support business attraction.
- h. Propose and support public events for the Columbia area.

4. Membership. Membership shall be comprised as follows:

- a. Columbia-area resident, business, and/or property owner members (8) (appointed by Board of Supervisors)
- b. Columbia Interfaith Council representative
- c. Fluvanna Historical Society Representative
- d. Fluvanna County Columbia District Supervisor
- e. Fluvanna County Sheriff (or representative)

- f. Fluvanna County Administrator (or representative)
- g. Fluvanna County Community & Economic Development representatives (2)
- h. Fluvanna County Public Works representative
- i. Fluvanna County Parks & Recreation representative
- j. The Chair may request other ad hoc members to participate in task force efforts, as needed. This will likely include subject matter experts and representatives from local support agencies.

5. Organizational Structure

a. Chair. The Task Force will be chaired by Board of Supervisors' representative (or designee).

b. Meetings

(1) Public meetings are generally scheduled for the third Monday of each month at 7:00 pm.

(2) Meetings will be advertised via the County website. Additional or special meetings may be called by the Chair with 72-hour notice to members and posting of the notification on the County website.

(3) A quorum shall consist of a simple majority of members.

c. Minutes. Minutes of each meeting will be prepared by a designated County representative, and following adoption by the Task Force, shall be posted on the County website.

d. Recommendations and Reports. Task Force reports and action recommendations will be submitted in writing to the County Administrator for consideration by the Board of Supervisors on a regular meeting agenda. Documentation will include background information and justification for any recommended actions.

6. Parliamentary Authority

a. The Task Force shall be governed in its proceedings by the current edition of Robert's Rules of Order, Newly Revised.

b. Decisions will commonly be made by consensus. A formal vote shall be taken when a decision is required for policy recommendations and action items, or if the decision requires referral to the Board of Supervisors for formal approval.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB K

| | | | | | |
|------------------------------|---|---------------|------------------------------------|----------------|-------|
| MEETING DATE: | July 5, 2017 | | | | |
| AGENDA TITLE: | Appointment of Columbia Area Renewal Effort (CARE) Task Force Members | | | | |
| MOTION(s): | <p>I move to appoint:</p> <ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ <p>to the Columbia Area Renewal Effort (CARE) Task Force with terms to begin immediately and end December 31, 2017.</p> | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | | D10 |
| | XX | | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | | XX | | | |
| STAFF CONTACT(S): | Kelly Belanger Harris, Clerk to the Board | | | | |
| PRESENTER(S): | Steve Nichols, County Administrator | | | | |
| RECOMMENDATION: | Approval | | | | |
| TIMING: | Current. First meeting of the task force scheduled for July 17, 2017. | | | | |
| DISCUSSION: | <p>The Columbia Area Renewal Effort (CARE) Task Force, is intended to advise, assist, support, and advocate for positive change and renewal efforts in the Columbia area. The Task Force will prepare a report of proposed actions for consideration by the Board of Supervisors. The work of the Task Force is intended to be completed and a final report of recommendations submitted to the Board of Supervisors by December 31, 2017, unless an extension is approved by the Board.</p> <p><u>Membership includes</u> 8 Columbia-area resident, business, and/or property owners appointed by the Board of Supervisors.</p> <p>The sunset clause for the task force is December 31, 2017, unless extended by the Board of Supervisors.</p> <p>Applicants to serve on the CARE Task Force include: Isaac Shelley Susan Shumate</p> | | | | |

| | | | | | |
|-----------------------------|--|---------|------------|----|-------|
| | James Knepper John Hammond | | | | |
| FISCAL IMPACT: | N/A | | | | |
| POLICY IMPACT: | N/A | | | | |
| LEGISLATIVE HISTORY: | Original Columbia Task Force chartered by BOS in 2011. | | | | |
| ENCLOSURES: | Task Force Member applications to serve. | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | | | | | |

Applicant Name: Isaac Shelley

Application created: 06/28/2017

Email jody@shelbeckexcavating.com

Address 3414 Rolling Road South
 Scottsville VA, 24590

Application details: none given

Occupation details: none given

Qualifications: none given

Attachments

Board, Commission, Committee

1 **Columbia Task Force**



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

| | | | | |
|--|------------|-----------------------------------|-------------------------------------|-------------------------------------|
| Name (Last, First MI) | | Election | | |
| | | <input type="checkbox"/> Columbia | <input type="checkbox"/> Cunningham | <input type="checkbox"/> Fork Union |
| | | District: | | |
| | | <input type="checkbox"/> Palmyra | <input type="checkbox"/> Rivanna | <input type="checkbox"/> Other |
| Mailing Address (including City, State, & ZIP) | | | Physical Address (if different) | |
| | | | | |
| Home Phone | Cell Phone | Work Phone | Email | |
| | | | | |
| EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION: | | | | |
| | | | | |
| CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: | | | | |
| | | | | |
| CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups): | | | | |
| | | | | |
| REASON(S) FOR WANTING TO SERVE: | | | | |
| | | | | |
| <p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p> | | | | |
| Applicant's Signature | | | Date | |
| <i>(Typing name below serves as signature online)</i> | | | | |

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

| X | Board, Commission, Committee |
|---|--|
| | Agricultural/Forestral District Advisory Committee |
| | Audit Committee |
| | Board of Zoning Appeals (BZA) |
| | Broadband Access Taskforce (BAT) |
| | Building Code of Appeals Board |
| | Central Virginia Regional Jail (CVRJ) Authority |
| | Columbia Task Force |
| | Community Policy & Management Team (CPMT) |
| | Economic Development Authority (EDA) |
| | Economic Develop. & Tourism Advisory Council (EDTAC) |
| | Finance Board |
| | Fork Union Sanitary District (FUSD) Advisory Committee |
| | James River Alcohol Safety Action Program (ASAP) |
| | James River Water Authority (JRWA) |
| | JAUNT Board |
| | Jefferson Area Board of Aging (JABA) Advisory Council |
| | |

| X | Board, Commission, Committee (cont.) |
|---|---|
| | Jefferson Area Board of Aging (JABA) Board of Directors |
| | Library Board of Trustees |
| | Monticello Area Community Action Agency (MACAA) |
| | Parks & Recreation Advisory Board |
| | Partnership for Aging Committee |
| | Piedmont Virginia Community College (PVCC) Board |
| | Piedmont Workforce Investment Board |
| | Planning Commission |
| | Region Ten Community Services Board |
| | Rivanna River Basin Commission |
| | Social Services Board |
| | Southeast Rural Community Assistance Project, Inc. |
| | Thomas Jefferson Area Community Criminal Justice Board |
| | Thomas Jefferson Planning District Commission (TJPDC) |
| | Thomas Jefferson Water Resources Protection Foundation |
| | Youth Advisory Council (YAC) |

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

| Office Use Only | |
|--------------------------|--------------------------|
| Application Received On: | Application Received By: |
| Acknowledgement Sent: | |
| Renewal Date: | Remarks: |
| Renewal Date: | |
| Renewal Date: | |
| Renewal Date: | |



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

| | | | |
|---|---------------------------------|---|---|
| Name (Last, First MI) Hammond, John, J | | Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other | |
| Mailing Address (including City, State, & ZIP) 79 Ross Lane, Columbia, VA 23038 | | Physical Address (if different) | |
| Home Phone 4348421097 | Cell Phone 8045177423 | Work Phone | Email john.hammond@capitalone.com |
| EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION: - BA, Mass Communications, Emory & Henry College, Emory VA - 24 years of experience with Capital One, Richmond Va - Experience includes process and project management in Compliance, Operations and Tech areas (large and small-scale project delivery, management of multiple cross-functional processes) - Product Owner and Scrum Master certifications (Agile Methodology) - Lean Kanban certified | | | |
| CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Town of Columbia Mayor, Columbia Town Council Member | | | |
| CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups): | | | |
| REASON(S) FOR WANTING TO SERVE: As a resident of the Town of Columbia, I would like to be a part of its transformation from a declining incorporated town to a flourishing community within Fluvanna. I believe that a multi-faceted plan that focuses on blight reduction and limited growth while simultaneously promoting the town's unique rural location and recreational opportunities could make it one of the premier areas of the county. I also believe that this collaboration between county/community/citizens could serve as a model for future large scale efforts. Finally, as a member of the original Columbia Task Force, I would like to see the implementation/continuation of some of the ideas that were put forth previously (including safety concerns, law enforcement, blight reduction, green space/park areas, zoning and planning). | | | |
| <p style="text-align: center;">Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p style="text-align: center;"><small>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</small></p> <p style="text-align: center;">Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p style="text-align: center;"><small>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</small></p> | | | |
| Applicant's Signature <i>(Typing name below serves as signature online)</i> | | Date | |

J. Hammond continued

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

| X | Board, Commission, Committee |
|---|--|
| | Agricultural/Forestal District Advisory Committee |
| | Audit Committee |
| | Board of Zoning Appeals (BZA) |
| | Broadband Access Taskforce (BAT) |
| | Building Code of Appeals Board |
| | Central Virginia Regional Jail (CVRJ) Authority |
| X | Columbia Task Force |
| | Community Policy & Management Team (CPMT) |
| | Economic Development Authority (EDA) |
| | Economic Develop. & Tourism Advisory Council (EDTAC) |
| | Finance Board |
| | Fork Union Sanitary District (FUSD) Advisory Committee |
| | James River Alcohol Safety Action Program (ASAP) |
| | James River Water Authority (JRWA) |
| | JAUNT Board |
| | Jefferson Area Board of Aging (JABA) Advisory Council |

| X | Board, Commission, Committee (cont.) |
|---|---|
| | Jefferson Area Board of Aging (JABA) Board of Directors |
| | Library Board of Trustees |
| | Monticello Area Community Action Agency (MACAA) |
| | Parks & Recreation Advisory Board |
| | Partnership for Aging Committee |
| | Piedmont Virginia Community College (PVCC) Board |
| | Piedmont Workforce Investment Board |
| | Planning Commission |
| | Region Ten Community Services Board |
| | Rivanna River Basin Commission |
| | Social Services Board |
| | Southeast Rural Community Assistance Project, Inc. |
| | Thomas Jefferson Area Community Criminal Justice Board |
| | Thomas Jefferson Planning District Commission (TJPD) |
| | Thomas Jefferson Water Resources Protection Foundation |
| | Youth Advisory Council (YAC) |

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

| Office Use Only | |
|--------------------------|--------------------------|
| Application Received On: | Application Received By: |
| Acknowledgement Sent: | |
| Renewal Date: | Remarks: |
| Renewal Date: | |
| Renewal Date: | |
| Renewal Date: | |



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

| | | | | |
|---|---------------------------------------|--|---------------------------------|--|
| Name (Last, First MI) <i>Shumate, J. Susan</i> | | Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input checked="" type="checkbox"/> Other | | |
| Mailing Address (including City, State, & ZIP) <i>2663 Deer Haven Trail Columbia VA 23038</i> | | Physical Address (if different) <i>Same</i> | | |
| Home Phone <i>434 842-1965</i> | Cell Phone <i>434 422-0922</i> | Work Phone <i>N/A</i> | Email <i>suzshuz@att.net</i> | |
| EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION: <i>30 yrs experience in Mortgage Lending prior to retirement. BSW from VCU</i> | | | | |
| CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: | | | | |
| CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups): <ul style="list-style-type: none"> - Vestry of St. John's Episcopal Church in Columbia - currently Sr. warden. - etc - Grochland Republican Party Committee | | | | |
| REASON(S) FOR WANTING TO SERVE: <i>Interest in future of Columbia and the betterment of community in which I have lived for past 11 years. My home is physically in Grochland but only 1 mile up Old Columbia Rd from county line. Very concerned about blight evident for so long and would like to assist in "fixing the problem".</i> | | | | |
| <p>Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p style="text-align: center;">Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p> | | | | |
| Applicant's Signature <i>Susan Shumate</i> | | | Date <i>6/27/17</i> | |

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

| X | Board, Commission, Committee |
|---|--|
| | Agricultural/Forestral District Advisory Committee |
| | Audit Committee |
| | Board of Zoning Appeals (BZA) |
| | Broadband Access Taskforce (BAT) |
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| X | Columbia Task Force |
| | Community Policy & Management Team (CPMT) |
| | Economic Development Authority (EDA) |
| | Economic Develop. & Tourism Advisory Council (EDTAC) |
| | Finance Board |
| | Fork Union Sanitary District (FUSD) Advisory Committee |
| | James River Alcohol Safety Action Program (ASAP) |
| | James River Water Authority (JRWA) |
| | JAUNT Board |
| | Jefferson Area Board of Aging (JABA) Advisory Council |
| | |

| X | Board, Commission, Committee (cont.) |
|---|---|
| | Jefferson Area Board of Aging (JABA) Board of Directors |
| | Library Board of Trustees |
| | Monticello Area Community Action Agency (MACAA) |
| | Parks & Recreation Advisory Board |
| | Partnership for Aging Committee |
| | Piedmont Virginia Community College (PVCC) Board |
| | Piedmont Workforce Investment Board |
| | Planning Commission |
| | Region Ten Community Services Board |
| | Rivanna River Basin Commission |
| | Social Services Board |
| | Southeast Rural Community Assistance Project, Inc. |
| | Thomas Jefferson Area Community Criminal Justice Board |
| | Thomas Jefferson Planning District Commission (TJPDC) |
| | Thomas Jefferson Water Resources Protection Foundation |
| | Youth Advisory Council (YAC) |

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)


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2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
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4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
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6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

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| Acknowledgement Sent: | | |
| Renewal Date: | | Remarks: |
| Renewal Date: | | |
| Renewal Date: | | |
| Renewal Date: | | |

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB L

| | | | | | |
|------------------------------|--|---------------|-----------------------------|----------------|-------|
| MEETING DATE: | July 5, 2017 | | | | |
| AGENDA TITLE: | Virginia Victim's Fund Memorandum of Agreement and EMS Cost Recovery Policy Revision | | | | |
| MOTION(s): | <p>I move to approve the Virginia Victim's Fund Memorandum of Agreement to accept a negotiated payment for ambulance services for victims of crime and further authorize the County Administrator to execute the agreement, subject to approval as to form by the County Attorney.</p> <p>I move to approve the revised EMS Cost Recovery Program Policy, as presented, incorporating a hardship waiver policy for victims of crime.</p> | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | | |
| | | XX | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | | XX | | | |
| STAFF CONTACT(S): | Cheryl J. Elliott, Emergency Services Coordinator | | | | |
| PRESENTER(S): | Cheryl J. Elliott, Emergency Services Coordinator | | | | |
| RECOMMENDATION: | APPROVAL | | | | |
| TIMING: | IMMEDIATE | | | | |
| DISCUSSION: | We wish to enter into an agreement with the Virginia Victim's Fund to modify our EMS Cost Recovery Policy for victims of crime pursuant to the Compensating Victims of Crime Code Sections VA. Code 19.2-368.1 et seq. | | | | |
| FISCAL IMPACT: | Adding a victim hardship waiver to our policy allows us to accept the payment limitation set by the Compensating Victims of Crime Code. (Approximately 60%) | | | | |
| POLICY IMPACT: | Adds victim policy language to our existing policy documents. | | | | |
| LEGISLATIVE HISTORY: | n/a | | | | |
| ENCLOSURES: | <ul style="list-style-type: none"> · Virginia Victim Funds MOA · EMS Cost Recovery Policy | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | XX | XX | | | XX |

| | | |
|---|---------------------------------|---|
|  | Fluvanna County Virginia | |
| | Policy Subject: | EMS Cost Recovery Program |
| | Policy Number: | |
| | Effective Date: | September 1, 2015 |
| | Last Revision Date: | Jan 1, 2017 (Fed. Poverty Levels Update) |

1. Authorization. This policy is hereby established pursuant to the Code of Virginia §32.1-111.14 that authorizes the exercise of certain powers necessary to assure the provision of adequate and continuing emergency services and to preserve, protect and promote the public health, safety, and general welfare; and pursuant to the Code of Virginia §38.2-3407.9, authorizing insurance reimbursement for services provided by an emergency medical services vehicle; and Chapter 8 (Fire Protection and Public Safety) of the Code of Fluvanna County, establishing an Emergency Medical Services (EMS) Cost Recovery Program, including without limitation Section 8-6-4.C of the Fluvanna County EMS Cost Recovery Ordinance.

2. Purpose. To establish a policy for implementation of emergency medical services vehicle transport (“EMS transport”) billing in Fluvanna County. Fluvanna’s EMS Cost Recovery Program follows a “Compassionate Billing” model whereby users of EMS transport services are balance billed for charges not covered by insurance and hardship waivers are available for those meeting specific criteria.

3. Scope. This policy is applicable to all agencies providing emergency medical services in Fluvanna County who operate under Fluvanna County authority and a permit issued by Fluvanna County (“EMS transport agencies”, each an “EMS transport agency”).

4. Background. Fluvanna County has established fees for EMS transport services via Resolution on July 15, 2015, and effective September 1, 2015. The fees are based on the level of service provided, plus loaded mileage driven. Fluvanna County contracts with a billing company to provide billing and collection services for these fees. The billing company is responsible for obtaining insurance information that is not easily obtained in the course of the transport and for billing the appropriate parties.

5. Definitions

a. **Billing** - Invoice for EMS transport services sent to recipient or responsible party for payment of services provided by an EMS transport agency. Billing is based on a fee schedule adopted by the Fluvanna County Board of Supervisors. The fee schedule may change from time to time.

b. **Billing Contractor** - Third-party company retained by Fluvanna County to prepare billings and collect monies due for EMS transport services rendered. Also referred to as the billing company.

c. **Billing Data** - Information collected at the time the EMS transport services are provided, or as soon thereafter as practicable, including but not limited to: primary and secondary insurance carriers, including Medicare and Medicaid, related insurance policy and group numbers, the person responsible for cost of patient’s care, and the patient’s name, address, and telephone number.

d. **Financial Hardship** - The patient’s inability to pay, in whole or in part, fees charged for EMS transport services rendered by an EMS transport agency.

e. **Hardship Waiver** - The determination, made on a case-by-case basis, not to bill for and collect all or a portion of the fee due for EMS transport services provided. The financial hardship waiver is one in which all or part of the fee may be waived on the basis of financial hardship.

f. **Health Insurance** - Any third party entity legally and/or contractually obligated to pay all or part of the cost of medical care for a patient, including but not limited to insurance corporations, insurance reciprocals, and Medicare or Medicaid. For purposes of this policy, health insurance shall include health savings accounts and medical savings accounts established pursuant to paragraphs 859A and 860 of the Internal Revenue Code and subsequent amendments thereto.

g. **Patient** - Any person who receives emergency medical care provided by an EMS transport agency.

h. **Service Levels**

(1) **BLS (Basic Life Support) Emergency** – EMS transport service, including but not limited to transportation by ground ambulance vehicle, in the context of an emergency response and the provision of medically necessary supplies and services, including BLS ambulance/emergency services vehicle services as defined by the State of Virginia.

(2) **ALS1 (Advanced Life Support Level 1) Emergency** – EMS transport service, including but not limited to transportation by ground ambulance vehicle, in the context of an emergency response and the provision of medically necessary supplies and services including the provision of an ALS assessment or at least one ALS intervention.

(3) **ALS2 (Advanced Life Support Level 2) Emergency** - EMS transport service, including but not limited to transportation by ground ambulance vehicle, in the context of an emergency response and the provision of medically necessary supplies and services including (1) at least three separate administrations of one or more medications by intravenous push/bolus or by continuous infusion (excluding crystalloid fluids); or (2) the provision of at least one of the ALS2 procedures listed below:

- Manual defibrillation/cardioversion;
- Endotracheal intubation;
- Central venous line;
- Cardiac pacing;
- Chest decompression;
- Surgical airway; or
- Intraosseous line.

(4) **Mileage** - Assessed on actual miles travelled with patient on ambulance/emergency medical services vehicle.

i. **Victim of a Crime**

(1) **Victim** – Victim as defined in the Compensating Victims of Crime Code (Virginia Code Sections 19.2-368.1 et seq.)

(2) **Victim Claim** – a claim for health care related services properly filed by a Victim and approved for payment /award under the Compensating Victims of a Crime Code.

(3) **Victim Hardship** – the bill of a Victim filed as a Victim Claim and accepted by the VVF for payment directly to the County under the VVF MOA.

(4) Virginia Victims Fund (“VFF”) – the fund awarding Victims Claims under the Compensating Victims of a Crime Act.

(5) VVF MOA – that memorandum of agreement between the County of Fluvanna and the VVF for payment to the County of patient bills for Victims filing a Victim Claim pursuant to the Compensating Victims of Crime Code.

6. Policies

a. **NO ONE WILL EVER BE DENIED** emergency medical transport service due to either their lack of insurance or inability to pay.

b. A Cost Recovery Program information brochure will be available to all patients at the time of transport. Insurance coverage information generally will be obtained either in route or at the hospital. Additional information is available on the County’s website and from the County’s billing company. See Appendix A for the EMS Cost Recovery Program Information Brochure and Appendix B for Frequently Asked Questions.

c. County Residents are subject to “Compassionate Billing” for EMS transport services and will be billed for charges not covered by insurance.

d. Non-County Residents are subject to “Compassionate Billing” for EMS transport services and will be billed for charges not covered by insurance.

e. Fire, rescue, and law enforcement personnel volunteering in or employed by Fluvanna County will not be billed for any charges not covered by insurance incurred in the performance of their duties.

f. Financial Hardship Waivers

(1) Fluvanna County may reduce or eliminate the patient’s financial responsibility for EMS transport services on a case-by-case basis where the patient qualifies under our financial hardship guidelines. Determination of financial hardship is based upon a percentage of established Federal Poverty Income Guidelines in relation to household income and household assets. (NOTE: Insured patients who choose not to have their claim filed with their insurance company are not eligible for our financial hardship assistance program.)

(2) To apply for financial hardship assistance, the patient or responsible party will need to complete an EMS Transport Services Financial Hardship Waiver Request and submit the completed worksheet for verification of financial information. See Appendix C for Ambulance Fee Waiver Policy and Request Form EMS Transport Services Financial Hardship Waiver Worksheet.

(3) The most current National Poverty guidelines (as below and as hereafter updated periodically by the reporting agency) will be used in evaluating possible partial or full waiver of charges.

2017 National Poverty Level Guidelines

(Updated: Jan 1, 2017)

| Persons in Family or Household | 48 Contiguous States and D.C. |
|---------------------------------------|--------------------------------------|
| 1 | \$12,060 |

| | |
|----------------------------------|----------|
| 2 | \$16,240 |
| 3 | \$20,420 |
| 4 | \$24,600 |
| 5 | \$28,780 |
| 6 | \$32,960 |
| 7 | \$37,140 |
| 8 | \$41,320 |
| For each additional person, add: | \$4,180 |

SOURCE:

Federal Poverty

Income Guidelines (<http://aspe.hhs.gov/poverty/index.cfm>)

(4) Upon verification of a patient’s financial hardship, the County uses the below structure to determine the level of charges waiver warranted.

| When Family Income is: | Waiver of Charges |
|-----------------------------|-------------------|
| 0.0 – 0.99 x poverty level | 100% |
| 1.0 – 1.75 x poverty level | 75% |
| 1.76 – 2.25 x poverty level | 50% |
| 2.26 – 3.00 x poverty level | 25% |
| Over 3.00 x poverty level | No discount |

(5) The determination of financial hardship is applicable to the current EMS transport only. To waive or reduce future payments, the patient must again demonstrate financial hardship.

(6) Elderly or disabled residents, or disabled veterans, who apply for financial hardship assistance and qualify for real estate tax relief pursuant to County ordinance or other applicable law will be deemed to have demonstrated financial hardship and will not be billed for any charges not covered by insurance.

(7) Transport bills for Patients who are a Victim of a Crime and who have filed a claim under the Compensating Victims of a Crime Code will be paid directly to the County by the Virginia Victims Fund (VVF). The County has a Memorandum of Agreement (MOU) with the Virginia Victims Fund and will work with the VVF regarding payment of the patient’s bill. Should the victim’s claim be denied, the County will seek payment directly from the patient if authorized under applicable law. Patient may still be eligible for a financial hardship waiver at such time and may complete the hardship waiver for financial hardship if victim hardship billing is denied.

g. **Payment Plans.** Payment plans may be arranged for charges due based on a review of circumstances and approval by the County Administrator or his designee. Fluvanna County generally does not extend payment plans to patients who have failed to make timely payments in the past. Fluvanna County may authorize monthly installment payments based on the following minimum payment guidelines:

| Account Balance | Minimum Monthly Payment |
|-----------------|-------------------------|
| \$250 or less | \$25.00 |
| \$251 - \$500 | \$45.00 |
| \$501 - \$750 | \$65.00 |
| \$751 - \$1000 | \$85.00 |
| Over \$1,000 | 10% |

h. **Medical Necessity.** If the insurance company deems the transport is not medically necessary the billing company will verify the information that was submitted to the insurance company and resubmit the claim for reconsideration. If the insurance carrier still deems the transport not medically necessary, the County Administrator or his designee will review the individual case for possible waiver of the fees.

i. **Debt Collection Actions.** Fluvanna County’s billing company will not pursue payment recovery through a debt collection agency without express authorization of the County Administrator or his designee.

j. **EMS Transport Agency Requirements.** All EMS transport agencies shall adhere to applicable laws, ordinances, rules, regulations, policies and directives, complete necessary forms, and provide pertinent information relating to patient care to facilitate generation of appropriate bills for any EMS transport services provided by EMS transport agencies. **NOTHING IN THIS POLICY OR IN THE EMS COST RECOVERY PROGRAM IN GENERAL IS INTENDED TO PLACE THE NEEDS OF COST RECOVERY ABOVE THE NEEDS OF PATIENT CARE.**

7. **Fee Structure.** EMS Cost Recovery Program fees for BLS, ALS1, and ALS2 EMS transport services and mileage are established by resolution and adopted by the Board of Supervisors. Effective on and after September 1, 2015, fees for these EMS transport services have been set at 125% of the Medicare allowable charges at the time of service.

Fees shall be monitored to ensure that they comply with applicable requirements, including but not limited to all requirements of the U.S. Department of Health and Human Services’ regulations regarding allowable fees paid by Medicare and Medicaid.

8. Billing Process

- a. A bill will be generated for EMS transport services performed by EMS transport agencies.
- b. Patients will fall into one of the following categories for billing purposes:

| Compassionate Billing Model | |
|---|---|
| Insured County Residents and Non-Residents | <ul style="list-style-type: none"> • The appropriate insurance carrier will be billed. • If insurance doesn’t pay 100%, a balance bill goes to patient transported, with notice of hardship waiver guidelines and payment options. • 30- and 60-day balance due notices are sent, if payment is not received. • County Administrator, or his designee, decides whether collection will be pursued and/or whether account may be written off as uncollectable. |
| Uninsured County Residents and Non-Residents | <ul style="list-style-type: none"> • A fee for services bill goes to patient transported, with notice of hardship waiver guidelines and payment options. • 30- and 60-day balance due notices are sent, if payment is not received. • County Administrator, or his designee, decides whether collection will be pursued and/or whether account may be written off as uncollectable. |

Note: Contractual write offs. The bills that Medicaid, Medicare, and insurance companies pay on behalf of an insured individual are sometimes adjusted to pay only a portion of the billed amount. This adjustment, referred to here as a "contractual write off", is usually due to the laws governing the payment amount or through agreements between the insurance companies and billing entity. The contractual write offs are not considered unpaid balances, and will not be billed to patients.

9. HIPAA and Privacy Policy. See Appendix ~~DB~~ for the HIPAA ~~Fluvanna's~~ Notice of Privacy Practices. The notice will be mailed to each patient by the billing company. All patients receiving transport (or designee) will be asked to sign ~~See Appendix C for a sample~~ "Combined Notice to Ambulance Patients – HIPAA Acknowledgement Form / Authorization to Bill Insurance Company Consent Form." ~~which all patients receiving transport (or designee) will be asked to sign. This form is electronic and will be updated as required by regulation.~~

APPENDICES

- A - [Fluvanna County Cost Recovery Brochure](#) (1 MB)
- B - [Frequently Asked Questions](#) (132 KB)
- C - [Ambulance Fee Waiver Policy and Request Form](#) (137 KB)
- D - [HIPAA Notice of Privacy Practices](#) (492 KB)



W. Jackson Ritchie
Director



A Division of the Virginia Workers' Compensation Commission

Web: www.virginiavictimsfund.org • Mail: P.O. Box 26927, Richmond, Virginia 23261 • Phone: 1.800.552.4007 • Fax: 804.823.6905

April 27, 2017

Fluvanna County Emergency Services
PO Box 863
Lewisville, NC 27023-0863

RE: Memorandum of Agreement

Dear Sir or Madam:

The Code of Virginia §19.2-368.3 requires that the Virginia Victims Fund (VVF) establish a standing negotiated payment agreement for payment prior to paying healthcare providers on a victim's behalf. This means that until such time as your office/facility has a rate negotiation contract on file with VVF, VVF will be unable to issue payment for compensable services rendered. A memorandum is included for your convenience. **It is requested that you review, sign, and return the Memorandum of Agreement (MOA) to VVF within 60 days from the date of this letter.** Until a response is received to this MOA request, any accounts currently pending with VVF will be placed on an indefinite hold. While these accounts are on hold with VVF, your office will be bound by the statutory stay on collections activity for VVF claimants, outlined in Virginia Code §19.2-368.5:2.

While signing the MOA is a business decision on the part of the provider, VVF is only able to directly pay providers with whom there is an agreement on file. Should you choose not to participate, and notify us of that in writing, any monies owed to your office for crime-related services rendered would be paid directly to the patient at the time that the claim is deemed compensable. The patient would then be responsible for forwarding payment to you.

Please be advised that if your office chooses not to sign the agreement, that you will still be bound by Virginia Code §19.2-368.5:2 prohibiting collections activity for VVF claimants until VVF has made a decision on the patient's compensation claim. Furthermore, our office is only able to provide claim status updates to providers with whom we have a signed MOA on file.

Please let us know if you have any other questions or concerns.

Sincerely,

A handwritten signature in black ink that reads 'W. J. Ritchie'.

W. Jackson Ritchie
Director

Enclosure(s)



W. Jackson Ritchie
Director



A Division of the Virginia Workers' Compensation Commission

Web: www.virginiavictimsfund.org • Mail: P.O. Box 26927, Richmond, Virginia 23261 • Phone: 1.800.552.4007 • Fax: 804.823.6905

Memorandum of Agreement

In accordance with §19.2-368.3 of the Code of Virginia, health care providers must establish negotiated rates for payment of claims administered through the Virginia Victims Fund (VVF). VVF and Fluvanna County Emergency Services (hereafter, Provider) hereby enter into the following agreement:

Provider agrees to accept 60% of amounts owed as payment in full for all charges deemed to be directly pertaining to crime-related treatment as authorized under §19.2-368.11:1 of the Code of Virginia.

Provider agrees to bill the patient's health insurance (if the patient is insured) prior to billing VVF, in accordance with VVF's status as "payer of last resort". Provider understands that VVF must have a copy of relevant explanation of benefits statements from the claimant's insurance carrier, provided by either the claimant or the provider, in order to consider payment.

Provider agrees to process financial screening in conjunction with any existing sliding fee scale payment options (including hospital charity care) if the patient is uninsured in accordance with VVF's status as "payer of last resort" under state and federal law.

Provider agrees not to take collection action against the patient while a claim is pending with VVF, in accordance with §19.2-368.5:2 of the Code of Virginia.

Provider agrees to submit itemized billing information and medical documentation to VVF upon request for each date of service pertaining to crime-related treatment, in accordance with §19.2-368.6(B) of the Code of Virginia.

If applicable, Provider recognizes that counseling must be provided by a medical doctor, clinical psychologist, clinical social worker, or professional counselor licensed pursuant to Title 54.1, Chapters 35 through 37 of the Code of Virginia, or by a clinical nurse specialist who renders mental health services, pursuant to Title 54.1, Chapter 30 of the Code of Virginia in order for VVF to consider payment.

This agreement shall apply to all patients identified as eligible VVF claimants. This negotiated payment rate shall apply to all VVF payments issued on or after July 1, 2010, and shall remain in effect until such time as a new agreement is submitted in writing and agreed upon by both parties. VVF reserves the right to negotiate further discounted rates on a case-by-case basis in claims involving catastrophic injury where the patient's total expenses exceed VVF's statutory maximum.

The undersigned possess the requisite authority to bind their respective entities.

A facsimile copy of this agreement displaying all required signatures shall be as effective as the original signed document.

- Provider agrees to the payment agreement set forth above.**
- Provider does not agree to the payment agreement set forth above. Provider understands that by not signing the Memorandum of Agreement that VVF will be unable to issue payments to Provider and will be unable to provide claim status. Furthermore, Provider understands that by choosing to not sign the agreement, that Provider is still prohibited from any collections activities against a patient until a decision has been made on a patient's compensation claim pursuant to Virginia Code §19.2-368.5:2.**

Signed:

| | |
|--------------------|------------|
| Signature | Signature |
| W. Jackson Ritchie | |
| Print Name | Print Name |
| VVF Director | |
| Title | Title |
| April 27, 2017 | |
| Date | Date |

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB M

| | | | | | |
|------------------------------|--|---------------|-----------------------------|----------------|------------|
| MEETING DATE: | 7/5/17 | | | | |
| AGENDA TITLE: | Letter of Intent for Spillman Technologies Inc | | | | |
| MOTION(S): | I move the Board of Supervisors authorize the County Administrator to sign a non-binding Letter of Intent to Spillman Technologies, Inc., a Motorola Solutions Company, to continue contract negotiations and in order to ensure an implementation schedule for July 1, 2018. | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | | |
| | | x | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | | | | X | |
| STAFF CONTACT(S): | Cyndi Toler, Purchasing Officer | | | | |
| PRESENTER(S): | Cyndi Toler, Purchasing Officer | | | | |
| RECOMMENDATION: | approve | | | | |
| TIMING: | Routine | | | | |
| DISCUSSION: | Complex negotiations between Spillman Technologies and Fluvanna County are continuing. | | | | |
| | However, this letter of intent allows Spillman to put Fluvanna on their schedule to facilitate an implementation of July 1, 2018. | | | | |
| | This letter in no way binds the county to Spillman, but is a necessary step to ensure our place on the implementation schedule. | | | | |
| FISCAL IMPACT: | None | | | | |
| POLICY IMPACT: | None | | | | |
| LEGISLATIVE HISTORY: | None | | | | |
| ENCLOSURES: | Letter of Intent | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | X | | X | | X- Sheriff |



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS Package 2017-07-05 p.62/229

132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

July 5, 2017

Attn: Doug Hut
Spillman Technologies, Inc., a Motorola Solutions Company
Corporate Headquarters
4625 Lake Park Blvd.
Salt Lake City, Utah 84120

RE: Letter of Intent

Mr. Hut,

Please accept this letter as notification that the Fluvanna County RFP Selection Committee, which consists of Capt. Von Hill, Capt. David Wells, Dir Michael Grandstaff, Sheriff Eric Hess and Jo Shull, has voted to enter into formal contract negotiations with Spillman Technologies, a Motorola Solutions Company for the purchase of an integrated county-wide CAD/Mobile/RMS public safety software solution, including interfaces and ancillary services. By so doing Spillman Technologies will secure the County's place in line for implementation to include a "Go-live" on or before July 1, 2018.

Although this letter represents the approval to move forward with negotiations from the Committee, it is not a formal approval from the Fluvanna County which requires a resolution of the Board of Supervisors, the following authorizations must take place by each entity by the set forth dates in order to validate the authorization. The steps are as follows:

1. Contract Negotiations Completed and included on Board of Supervisors Agenda – on or before August 8
2. Board of Supervisors Approval – on or before August 16 (the Board of Supervisors can approve or reject the contract in its sole discretion and nothing herein in a promise of award of this work to Spillman Technologies, Inc.)
3. Contract Execution – on or before August 31

This document is a non-binding agreement to establish the steps necessary for full contract execution and secure Fluvanna County's place on the implementation schedule. We understand that failure to meet the outlined steps may cause Fluvanna County to miss the aforementioned Go Live date.

Sincerely,

Steven M. Nichols, County Administrator

Date

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB Mc

| | | | | | |
|-----------------------|---|---------------|-----------------------------|----------------|-------|
| MEETING DATE: | July 5, 2017 | | | | |
| AGENDA TITLE: | Sheriff's Deputy Compression Pay | | | | |
| MOTION(s): | I move to accept the funding from the Compensation Board for Compression Pay for Sheriff's Office staff in the amount of \$14,740.00, and further move to fund the county's additional FY18 cost for Compression Pay in the amount of \$2,370, such funding to come from the FY18 Personnel Contingency. | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | | |
| | | X | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | | XX | | | |
| STAFF CONTACT(S): | Sheriff Eric B Hess, Captain Von Hill | | | | |
| PRESENTER(S): | Sheriff Eric B Hess | | | | |
| RECOMMENDATION: | Approve the request | | | | |
| TIMING: | Current | | | | |
| DISCUSSION: | <p>Compression Pay for Staff</p> <ul style="list-style-type: none"> · Total amount requested to fund the Compression is \$19,910 · Compensation Board will fund \$14,740 · Total County cost to fund the compression is \$5,170 <p>Cost to the County</p> <ul style="list-style-type: none"> · Total County funding for Compression Pay \$5,170 · FY18 budgeted amount \$2,800 · Add'l FY18 Funding Required \$2,370 | | | | |
| FISCAL IMPACT: | \$2,370 | | | | |
| POLICY IMPACT: | None | | | | |
| LEGISLATIVE HISTORY: | None | | | | |
| ENCLOSURES: | "Sheriff Staff VRS Years of Service" Spreadsheet | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |

| | | | | | |
|--|--|--|--|----|--|
| | | | | XX | |
|--|--|--|--|----|--|

| FY18 Master Deputy (MD) and Field Training Officer (FTO) Pay Requirements | | | | | | | FY18 Compression Pay Requirements | | | |
|---|--------|----------------|--------------------------------|---------------------------------|----------|--------------------------------------|---|----------------------|--|--|
| Empl | Pos. # | Job Class Desc | Current Stipends | New Stipends as of Aug. 1, 2017 | Notes | Fluvanna Years of Svc as of 8/1/2017 | 2 different positions in Sheriff's Office | Full Compression Pay | Fluvanna Contribution after Comp Board | |
| 3 | 548 | 10520001 | ADMIN ASSISTANT, SHERIFF DEPT | | | 11 | | 715.00 | - | |
| 4 | 763 | 62110001 | COMMUNICATIONS OFFICER | | | 5 | | 325.00 | 130.00 | |
| 5 | 550 | 62110002 | COMMUNICATIONS OFFICER | | | 11 | | 715.00 | 130.00 | |
| 6 | 494 | 62110003 | COMMUNICATIONS OFFICER | | | 2 | | | - | |
| 7 | 577 | 62110004 | COMMUNICATIONS OFFICER | | | 1 | | | - | |
| 8 | 852 | 62110005 | COMMUNICATIONS OFFICER | | | 0 | | | - | |
| 9 | 735 | 62110006 | COMMUNICATIONS OFFICER | | | 6 | | 390.00 | 130.00 | |
| 10 | 723 | 62110008 | COMMUNICATIONS OFFICER | | | 0 | | | - | |
| 11 | 759 | 62110009 | COMMUNICATIONS OFFICER | | | 0 | | | - | |
| 12 | 858 | 62110010 | COMMUNICATIONS OFFICER | | | 0 | | | - | |
| 13 | 777 | 62110011 | COMMUNICATIONS OFFICER | | | 4 | 3 yrs/ \$65, 1 yr/ \$80 | 275.00 | 275.00 | |
| 14 | 767 | 62510001 | COMMUNICATIONS SUPERVISOR | | | 5 | | 325.00 | 325.00 | |
| 15 | 248 | 62510002 | COMMUNICATIONS SUPERVISOR | | | 18 | | 1,170.00 | - | |
| 16 | 672 | 62910001 | DIRECTOR OF COMMUNICATIONS | | | 8 | | 520.00 | 65.00 | |
| 17 | 636 | 65110001 | DEPUTY SHERIFF | | | 9 | | 720.00 | - | |
| 18 | 649 | 65110002 | DEPUTY SHERIFF | | | 0 | | | - | |
| 19 | 604 | 65110003 | DEPUTY SHERIFF | | | 1 | | | - | |
| 20 | 485 | 65110004 | DEPUTY SHERIFF | | 1,000.00 | 2 | New FTO | | - | |
| 21 | 611 | 65110005 | DEPUTY SHERIFF | | | 9 | | 720.00 | 80.00 | |
| 22 | 603 | 65110006 | DEPUTY SHERIFF | | | 1 | | | - | |
| 23 | 583 | 65110007 | DEPUTY SHERIFF | | | 1 | | | - | |
| 24 | 751 | 65110008 | DEPUTY SHERIFF | 3,150.00 | | 5 | Delete MD | 400.00 | 400.00 | |
| 25 | 466 | 65110009 | DEPUTY SHERIFF | | | 2 | | | - | |
| 26 | 888 | 65110010 | DEPUTY SHERIFF | | | 0 | | | - | |
| 27 | 677 | 65110011 | DEPUTY SHERIFF | 3,150.00 | | 8 | Delete MD | 640.00 | 320.00 | |
| 28 | 861 | 65110012 | DEPUTY SHERIFF | | 3,079.14 | 3 | New MD | 240.00 | 240.00 | |
| 29 | 585 | 65110013 | DEPUTY SHERIFF | | | 1 | | | - | |
| 30 | 848 | 65110014 | DEPUTY SHERIFF | | | 4 | | 320.00 | 320.00 | |
| 31 | 743 | 65110015 | DEPUTY SHERIFF | | | 4 | in current PT position | 320.00 | 320.00 | |
| 32 | 450 | 65110016 | DEPUTY SHERIFF | | | 4 | | 320.00 | 320.00 | |
| 33 | 556 | 65110017 | DEPUTY SHERIFF | | 3,998.20 | 3 | New MD | 240.00 | 240.00 | |
| 34 | 709 | 65110018 | DEPUTY SHERIFF | | | 6 | 3yr/\$65; 3 yr/\$80 | 435.00 | 435.00 | |
| 35 | 562 | 65110019 | DEPUTY SHERIFF | | | 0 | | | - | |
| 36 | 609 | 65110020 | DEPUTY SHERIFF | | | 0 | | | - | |
| 37 | 657 | 65110021 | DEPUTY SHERIFF | 3,150.00 | 3,874.26 | 10 | Current MD | 800.00 | 320.00 | |
| 38 | 571 | 65510001 | DEPUTY SHERIFF INVESTIGATOR | | | 10 | | 800.00 | - | |
| 39 | 530 | 65510003 | DEPUTY SHERIFF INVESTIGATOR | 1,000.00 | 3,079.19 | 12 | New MD | 960.00 | 400.00 | |
| 40 | 428 | 65710001 | DEPUTY SHERIFF SERGEANT | 1,000.00 | 1,000.00 | 14 | Current FTO | 1,120.00 | 80.00 | |
| 41 | 670 | 65710002 | DEPUTY SHERIFF SERGEANT | 1,000.00 | 1,000.00 | 8 | Current FTO | 640.00 | - | |
| 42 | 581 | 65710003 | DEPUTY SHERIFF SERGEANT | | | 10 | | 800.00 | 240.00 | |
| 43 | 544 | 65710004 | DEPUTY SHERIFF SERGEANT | | | 1 | | | - | |
| 44 | 574 | 65710005 | DEPUTY SHERIFF SERGEANT | | 1,000.00 | 9 | New FTO | 720.00 | - | |
| 45 | 572 | 65710006 | DEPUTY SHERIFF SERGEANT | | | 10 | | 800.00 | - | |
| 46 | 618 | 65910001 | DEPUTY SHERIFF LIEUTENANT | 1,000.00 | 1,000.00 | 9 | Current FTO | 720.00 | - | |
| 47 | 768 | 65910002 | DEPUTY SHERIFF LIEUTENANT | | | 3 | | 240.00 | 240.00 | |
| 48 | 250 | 65910003 | DEPUTY SHERIFF LIEUTENANT | | | 19 | | 1,520.00 | - | |
| 49 | 436 | 66510001 | DEPSHERIFF-CAPTAIN ADM/JUD OPS | | | 14 | | 1,120.00 | 160.00 | |
| 50 | 558 | 66710001 | DEP SHERIFF CAPT-FIELD OPS | | | 11 | | 880.00 | - | |
| 51 | 559 | 66900001 | SHERIFF | | | 15 | | 0.00 | 0.00 | |
| 52 | | | | | | | | | 5,170.00 | |
| 53 | | | | | | | | | | |
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| FY17 | | FY18 | | FY18 | |
|----------------------------------|--------------|---------------|---------|---|--|
| MD - 3 Positions | 9,450.00 | \$ 14,030.79 | MD - 4 | Compression Pay - 32 Positions \$ 19,910.00 | |
| FTO - 4 Positions | 4,000.00 | \$ 5,000.00 | FTO - 5 | FY18 Required \$ 19,910.00 | |
| BUDGET AMOUNT for MDs and FTOs | \$ 13,450.00 | \$ 19,030.79 | | FY18 Comp Board Contribution \$ 14,740.00 | |
| | | | | FY18 County Budgeted \$ 2,800.00 | |
| Comp Board Contribution for MDs | \$ - | \$ 6,726.00 | | Add'l FY18 County Costs \$ 2,370.00 | |
| Comp Board Contribution for FTOs | \$ - | \$ - | | | |
| Total County Contribution | \$ 13,450.00 | \$ 12,304.79 | | | |
| FY18 County MD/FTO Cost Savings | | \$ (1,145.21) | | | |

| | | |
|--|----|----------|
| NET NEW FY18 Sheriff's Office Personnel Budget Costs | \$ | 1,224.79 |
|--|----|----------|

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB N

| | | | | | | | | | | | | | | | |
|--|---|---------------|------------------------------------|----------------|-------|--------------------------------|-------------|-------------------------------|-------------|--|--------------------|---------------------|-------------|--|--------------------|
| MEETING DATE: | July 5, 2017 | | | | | | | | | | | | | | |
| AGENDA TITLE: | Sheriff's Office Stipends | | | | | | | | | | | | | | |
| MOTION(s): | I move to accept the FY18 funding for Master Deputy from the State Compensation Board in the amount of \$6,726 to partially fund FY18 Master Deputy positions. | | | | | | | | | | | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | | | | | | | | | | | | |
| | | X | | | | | | | | | | | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other | | | | | | | | | | |
| | | XX | | | | | | | | | | | | | |
| STAFF CONTACT(S): | Sheriff Eric B Hess, Captain Von Hill | | | | | | | | | | | | | | |
| PRESENTER(S): | Sheriff Eric B Hess | | | | | | | | | | | | | | |
| RECOMMENDATION: | Approve the request | | | | | | | | | | | | | | |
| TIMING: | Current | | | | | | | | | | | | | | |
| DISCUSSION: | <p>Stipends for Master Deputy and FTO</p> <ul style="list-style-type: none"> · Currently the budget allows \$13,450 for 3 Master Deputy (MD) and 4 Field Training Officer (FTO) annual stipends · We request 1 additional MD and 1 additional FTO stipend <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">A. FY17 Costs for MDs and FTOs</td> <td style="text-align: right;">\$13,450.00</td> </tr> <tr> <td>B. FY18 Cost for MDs and FTOs</td> <td style="text-align: right;">\$19,030.79</td> </tr> <tr> <td>C. <u>FY18 Comp Board Contribution</u></td> <td style="text-align: right;"><u>\$ 6,726.00</u></td> </tr> <tr> <td>D. FY18 County Cost</td> <td style="text-align: right;">\$12,304.79</td> </tr> <tr> <td>FY18 Net County Savings (D – A)</td> <td style="text-align: right;">\$ 1,145.21</td> </tr> </table> | | | | | A. FY17 Costs for MDs and FTOs | \$13,450.00 | B. FY18 Cost for MDs and FTOs | \$19,030.79 | C. <u>FY18 Comp Board Contribution</u> | <u>\$ 6,726.00</u> | D. FY18 County Cost | \$12,304.79 | FY18 Net County Savings (D – A) | \$ 1,145.21 |
| A. FY17 Costs for MDs and FTOs | \$13,450.00 | | | | | | | | | | | | | | |
| B. FY18 Cost for MDs and FTOs | \$19,030.79 | | | | | | | | | | | | | | |
| C. <u>FY18 Comp Board Contribution</u> | <u>\$ 6,726.00</u> | | | | | | | | | | | | | | |
| D. FY18 County Cost | \$12,304.79 | | | | | | | | | | | | | | |
| FY18 Net County Savings (D – A) | \$ 1,145.21 | | | | | | | | | | | | | | |
| FISCAL IMPACT: | FY18 Savings of \$1,145.21 | | | | | | | | | | | | | | |
| POLICY IMPACT: | None | | | | | | | | | | | | | | |
| LEGISLATIVE HISTORY: | None | | | | | | | | | | | | | | |

| | | | | | |
|---------------------------|-------------|---------|------------|----|-------|
| ENCLOSURES: | Spreadsheet | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | | | | XX | |

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB O

| MEETING DATE: | July 5, 2017 | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------|---|--|---|--|-----------------------------------|------|-------------|--------------------|----------|----------------------------|-----------|----------|------------------------------|-----------|----------|-----------------------------------|-----------|------------------|--|-----------------|------------------|---|-----------------|--|--|------------------|
| AGENDA TITLE: | Zion Crossroads Water & Sewer System Amendment to Project Agreement #3 | | | | | | | | | | | | | | | | | | | | | | | | | |
| MOTION(s): | <p>#1. I move the Board of Supervisors approve a supplemental appropriation of \$4,500 from Unassigned Fund Balance to the Zion Crossroads Water and Sewer System project budget with the funds necessary for an Amendment to Project Agreement #3 to complete additional services associated with the wetland and stream delineation portion of the project.</p> <p>#2. I move the Board of Supervisors approve an Amendment to Project Agreement #3 between Fluvanna County and Dewberry Engineers Inc. for additional services associated with the wetland and stream delineation portion of the Zion Crossroads Water & Sewer System project totaling \$4,500, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</p> | | | | | | | | | | | | | | | | | | | | | | | | | |
| STRATEGIC INITIATIVE? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | If yes, list initiative(s): | | C7 | | | | | | | | | | | | | | | | | | | | | |
| AGENDA CATEGORY: | Public Hearing <input type="checkbox"/> | Action Matter <input checked="" type="checkbox"/> | Presentation <input type="checkbox"/> | Consent Agenda <input type="checkbox"/> | Other <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | |
| STAFF CONTACT(S): | Cyndi Toler, Purchasing Officer Marty Brookhart, Management Analyst | | | | | | | | | | | | | | | | | | | | | | | | | |
| PRESENTER(S): | Cyndi Toler, Purchasing Officer | | | | | | | | | | | | | | | | | | | | | | | | | |
| RECOMMENDATION: | We recommend approval of both motions as stated above | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIMING: | Routine | | | | | | | | | | | | | | | | | | | | | | | | | |
| DISCUSSION: | <p>This Amendment to Project Agreement #3 with Dewberry Engineers Inc. is required to complete additional services associated with the wetland and stream delineation portion of the project.</p> <p>Timeline of Prior Events:</p> <table border="1"> <thead> <tr> <th>Date</th> <th>Description</th> <th>Budget - \$575,000</th> </tr> </thead> <tbody> <tr> <td>Aug 2016</td> <td>Supplemental Appropriation</td> <td>+\$30,000</td> </tr> <tr> <td>Dec 2016</td> <td>Task Order #9 – Final Design</td> <td>+\$47,870</td> </tr> <tr> <td>May 2017</td> <td>Task Order #10 – Bidding Services</td> <td>+\$19,340</td> </tr> <tr> <td>July 2017</td> <td>Amendment to #3 – Add'l Professional Services</td> <td>+\$4,500</td> </tr> <tr> <td>July 2017</td> <td>Proj. Agreement #4 – Add'l Professional Services</td> <td>+\$6,880</td> </tr> <tr> <td></td> <td>New Proposed Cash Funded Budget</td> <td>\$683,590</td> </tr> </tbody> </table> | | | | | Date | Description | Budget - \$575,000 | Aug 2016 | Supplemental Appropriation | +\$30,000 | Dec 2016 | Task Order #9 – Final Design | +\$47,870 | May 2017 | Task Order #10 – Bidding Services | +\$19,340 | July 2017 | Amendment to #3 – Add'l Professional Services | +\$4,500 | July 2017 | Proj. Agreement #4 – Add'l Professional Services | +\$6,880 | | New Proposed Cash Funded Budget | \$683,590 |
| Date | Description | Budget - \$575,000 | | | | | | | | | | | | | | | | | | | | | | | | |
| Aug 2016 | Supplemental Appropriation | +\$30,000 | | | | | | | | | | | | | | | | | | | | | | | | |
| Dec 2016 | Task Order #9 – Final Design | +\$47,870 | | | | | | | | | | | | | | | | | | | | | | | | |
| May 2017 | Task Order #10 – Bidding Services | +\$19,340 | | | | | | | | | | | | | | | | | | | | | | | | |
| July 2017 | Amendment to #3 – Add'l Professional Services | +\$4,500 | | | | | | | | | | | | | | | | | | | | | | | | |
| July 2017 | Proj. Agreement #4 – Add'l Professional Services | +\$6,880 | | | | | | | | | | | | | | | | | | | | | | | | |
| | New Proposed Cash Funded Budget | \$683,590 | | | | | | | | | | | | | | | | | | | | | | | | |
| FISCAL IMPACT: | The Zion Crossroads Water and Sewer System cash funded budget will increase by \$4,500. | | | | | | | | | | | | | | | | | | | | | | | | | |
| POLICY IMPACT: | N/A | | | | | | | | | | | | | | | | | | | | | | | | | |
| LEGISLATIVE HISTORY: | N/A | | | | | | | | | | | | | | | | | | | | | | | | | |
| ENCLOSURES: | Amendment to Project Agreement #3 – Professional Services Agreement | | | | | | | | | | | | | | | | | | | | | | | | | |
| REVIEWS COMPLETED: | Legal <input checked="" type="checkbox"/> | Finance <input checked="" type="checkbox"/> | Purchasing <input checked="" type="checkbox"/> | HR <input type="checkbox"/> | Other <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | |

This Amendment to Project Agreement #3 (the "Amendment") made this _____ day of _____, 201__ , between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the "Consultant"), a New York corporation authorized to transact business in Virginia, is an amendment to that Project Agreement #3 ("Project Agreement #3"), an addendum to the TERM AGREEMENT FOR PROFESSIONAL SERVICES both of which are dated the 12th day of November, 2015 (including all exhibits and prior addenda thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning as in this Amendment except for terms specifically defined herein.

Whereas, pursuant to the Agreement the County shall issue written task orders to the Consultant as services are needed;

Whereas, the County entered into Project Agreement #3 for the Consultant complete "Environmental Investigation and Permitting Services – Entire Project" as described therein; and

Whereas, the County now desires to amend such Project Agreement #3 to add certain Additional Services and the Consultant desires to accept the Additional Services and complete all work and services necessary and related thereto.

For good and valuable consideration, the parties hereby agree as follows:

I. ADDITIONAL SERVICES: In addition to all those services currently provided under Project Agreement #3, the Consultant shall provide all work, labor, training, supervision, maintenance and materials necessary to perform all those services described below (the "Additional Services") as Additional Services under the Agreement and must meet or exceed the requirements of this Amendment, Project Agreement #3 and the Agreement. All items provided and Additional Services rendered under this Contact shall be done in a good and workmanlike manner of the highest professional standards and so as to pass without exception in the industry and shall be consistent with applicable local, state and federal laws, statutes, ordinances and requirements while performing the Services.

The Additional Services are defined as follows: (i) Environmental services, contained in Project Agreement #3, included that the boundaries of jurisdictional wetlands and the ordinary high watermark of stream channels will be flagged with survey tape and/or pin flags using distinctive color schemes to differentiate between streams and wetlands; (ii) Additional Environmental services shall include locating the delineation flagging using a Trimble Geo 7x handheld Global Positioning System (GPS) device; and (iii) the collected points will be downloaded from the GPS unit and utilized along with traditional survey data to create a wetland/ Waters of the U.S. exhibit.

II. COMPENSATION: The flat fee for the Additional Services is FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$4,500.00) due and payable upon completion. The Consultant shall submit an invoice to County. This shall be in addition to those other amounts due for Project Agreement #3. All such invoicing and payments shall be made in accordance with Section 47 "Payment" of the General Terms.

III. TERM: The Consultant shall complete to the sole satisfaction of the County the Additional Services on or before November 1, 2017, time being of the essence.

VI. DEFAULTS: The Consultant shall be in default hereunder if it fails to provide the Services consistent with the requirements of the Agreement as amended hereby. For additional termination provisions, please see the County’s General Terms, including, but not limited to, Section 51 and 56 thereof.

VII. MISCELLANEOUS. The headings of the sections of this Amendment are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This Amendment may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Agreement. This Amendment may be executed in duplicate originals, any of which shall be equally authentic. In addition to allowing electronic signatures upon an electronic copy of this Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Agreement, together with exhibits hereto, contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Agreement. Except as specifically amended hereby, the Agreement remains in full force and effect.

In witness whereof the undersigned duly authorized representatives have executed this Agreement on the dates set forth beside their respective signatures.

ARCHITECT/ENGINEER

Dewberry Engineers Inc.

By: _____ Date: _____

Name: _____

Title: _____

Approved as to form:

County:

Fluvanna County

By: _____ Date: _____

Name: _____

Title: _____

Fluvanna County Attorney

**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

THIS IS AN AMENDMENT dated January 24, 2017, to existing Project Agreement #3, dated November 12, 2015, between Fluvanna County (CLIENT) and Dewberry Engineers Inc. (ENGINEER) for providing professional services relating to the Zion Crossroads Water & Sewer System Project in Fluvanna County, Virginia. The proposal is amended as follows:

At the request of the CLIENT, the ENGINEER is to complete additional services associated with the wetland and stream delineation portion of above mentioned project, as performed by the ENGINEER.

Environmental services, contained in Project Agreement #3, included that the boundaries of jurisdictional wetlands and the ordinary high watermark of stream channels will be flagged with survey tape and/or pin flags using distinctive color schemes to differentiate between streams and wetlands. Additional Environmental services shall include locating the delineation flagging using a Trimble Geo 7x handheld Global Positioning System (GPS) device. The collected points will be downloaded from the GPS unit and utilized along with traditional survey data to create a wetland/ Waters of the U.S. exhibit.

The CLIENT and ENGINEER, in consideration of their covenants herein, agree in respect to the performance of professional services by the ENGINEER and payment for those services by the CLIENT as set forth below.

- A. For completion of GPS location of field located wetland and stream flagging and utilization of those collected points for the creation of a wetlands/Water of the U.S. exhibit, the CLIENT shall pay the ENGINEER an additional lump sum fee of **\$4,500**.

All other parts of the Project Agreement #3 remain unaltered by this Amendment. This Amendment, including attachments, shall become a part of existing Project Agreement upon its execution by the CLIENT and ENGINEER.

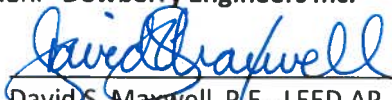
Attachments: None

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the respective dates indicated below.

CLIENT: **Fluvanna County**

ENGINEER: **Dewberry Engineers Inc.**

BY: _____

BY: 

David S. Maxwell, P.E., LEED AP
Vice President

Date: _____

Date: 1/26/17

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB P

| | | | | | | |
|------------------------------|---|--|---|---------------------------|-------|--|
| MEETING DATE: | July 5, 2017 | | | | | |
| AGENDA TITLE: | Surveying for Zion Crossroads Water & Sewer System Project Agreement #4 | | | | | |
| MOTION(S): | <p>#1. I move the Board of Supervisors approve a supplemental appropriation of \$6,880 from Unassigned Fund Balance to the Zion Crossroads Water and Sewer System project budget with the funds necessary for Project Agreement #4 for easement platting revisions and record platting for the Department of Corrections.</p> <p>#2. I move the Board of Supervisors approve Project Agreement #4 between Fluvanna County and Bowman Consulting Group for additional services associated with easement platting revisions and record platting for the Department of Corrections for the Zion Crossroads Water & Sewer System project totaling \$6,880, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</p> | | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | C7 | | |
| | X | | | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other | |
| | | X | | | | |
| STAFF CONTACT(S): | Cyndi Toler, Purchasing Officer Marty Brookhart, Management Analyst | | | | | |
| PRESENTER(S): | Cyndi Toler, Purchasing Officer | | | | | |
| RECOMMENDATION: | We recommend approval of both motions as stated above | | | | | |
| TIMING: | Routine | | | | | |
| DISCUSSION: | Project Agreement #4 is an agreement between Fluvanna County and Bowman Consulting Group. This agreement is required for easement platting revisions (\$2,980) and record platting for the Department of Corrections (\$3,900). | | | | | |
| | Timeline of Prior Events: | | | | | |
| | | Date | Description | Budget - \$575,000 | | |
| | | Aug 2016 | Supplemental Appropriation | +\$30,000 | | |
| | | Dec 2016 | Task Order #9 – Final Design | +\$47,870 | | |
| | | May 2017 | Task Order #10 – Bidding Services | +\$19,340 | | |
| | | July 2017 | Amendment to #3 – Add'l Professional Services | +\$4,500 | | |
| | | July 2017 | Proj. Agreement #4 – Add'l Professional Services | +\$6,880 | | |
| | | New Proposed Cash Funded Budget | \$683,590 | | | |
| FISCAL IMPACT: | The Zion Crossroads Water and Sewer System cash funded budget will increase by \$6,880. | | | | | |
| POLICY IMPACT: | N/A | | | | | |
| LEGISLATIVE HISTORY: | N/A | | | | | |
| ENCLOSURES: | Project Agreement #4 – Zion Crossroads Water & Sewer System Design/Services | | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other | |
| | X | X | X | | | |

This Project Agreement #4 (the Project Agreement”) made this ____ day of _____, 201__ , between Fluvanna County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia, and Bowman Consulting Group, LTD.(“A/E”) (the “Consultant”), a Virginia corporation, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 5th day of September, 2013 (including all exhibits thereto the “Agreement”). All defined terms in the Agreement shall have the same meaning in this Project Agreement.

Whereas, pursuant to the Agreement the County shall issue written task orders to the Contractor as services are needed;

Whereas the Agreement was automatically renewed on September 6th, 2014, and again on September 6th, 2015 and September 6th, 2016 and the current renewal term of the Agreement ends on September 5, 2017 and may be renewed by the County pursuant to the Agreement;

The Contractor did not notify the County of an increase in hourly rates and the hourly rates identified in the Agreement control;

Whereas, the County desires that the Contractor complete surveying work related to the Zion Crossroads Water & Sewer System Design/Services described as “SX005 – Easement Platting revisions” and “SX006 – Record Plat for the Department of Corrections” (the “Services”) as more specifically described in Exhibit 1 attached hereto and incorporated herein by reference as a material part of this Project Agreement; and

Whereas, the Consultant desires to accept the work and complete the Services and all work necessary and related thereto (collectively the “Task Order”).

For good and valuable consideration, the parties hereby agree as follows:

ARTICLE I: THE AGREEMENT

The foregoing recitations are incorporated by reference into this Project Agreement.

This Project Agreement is an addendum to and made a material part of the Agreement. The parties hereto agree that except as specifically and expressly modified hereby that Agreement remains in full force and effect and the provisions of the Agreement are incorporated herein and are a material part hereof.

ARTICLE II: TASK ORDER

Consultant shall provide all work and services necessary or desired to complete the Task Order consistent with all provisions of this Project Agreement and the Agreement.

The County’s project manager for technical inquiries relating to this Project Agreement shall be:

Mr. Wayne Stephens

Director of Public Works
197 Main Street
Palmyra, VA 22963
Phone: (434) 591-1925
E-mail: wstephens@fluvannacounty.org

Billing inquiries should be directed to Cyndi Toler, Purchasing Officer, whose contact information appears below in Article VI.

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

The rights and duties of the County and Consultant applicable to the County's projects under this Project Agreement are set forth in the following Agreement Documents:

- (i) This Project Agreement including exhibits hereto;
- (ii) The Agreement including exhibits thereto; and
- (iii) The County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being a portion of Attachment 1 which is attached to and a part of the Agreement.

Whenever possible, the terms of the above Agreement Documents shall be read together, however in the event of a conflict, the order of preference above shall govern which Agreement Document will control. In other words, (i) shall control over (ii) to (iii) above, and (ii) shall control over (iii).

ARTICLE IV: FEES

The Contractor shall receive flat fees of:

TWO THOUSAND NINE HUNDRED AND EIGHTY DOLLARS (\$2,980.00) for that portion of the Services described as SX005 – Easement Platting Revisions, as more specifically described in Exhibit 1 hereto; and

THREE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$3,900.00) for that portion of the Services described as SX006 – Record Plat for the Department of Corrections, as more specifically described in Exhibit 1 hereto;

Each of the above being a subpart of the Task Order, which flat fees shall be payable by the County upon proper invoice by the Consultant as described herein. No invoice may be provided by the Contractor to the County until the subpart of the Task Order is complete and all items or services purchased have been delivered to, inspected by and accepted by the County. The Contractor may invoice the County as work on each subpart of the Task Order or may wait to invoice the County until the entire Task Order is complete. The Contractor will be paid within forty-five (45) days of receipt of a proper invoice following final acceptance of all work by the County. The flat fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

ARTICLE V: TERM

Contractor shall with due diligence and dispatch assiduously pursue this Task Order to completion, but in any event such task order shall be completed to the sole satisfaction of the County on or before the ____ day of _____, 2017. Time being of the essence.

ARTICLE VI: MISCELLANEOUS

As appropriate to the context, the singular will include the plural and vice versa, and reference to one gender will include the others. This Project Agreement may be executed in one or more counterparts, each of which will be considered the Project Agreement for all purposes of proof. In addition to allowing electronic signatures upon an electronic copy of this Project Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Project Agreement contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Project Agreement. This Project Agreement will be binding upon and inure to the benefit of the respective parties and their successors. This Project Agreement is not assignable by either party, except by operation of law. The legal address for the County and for the Consultant and the addresses for delivery of Notices and other documents related to the administration of this Project Agreement are as follows:

County

ATTN: Cyndi Toler, Purchasing Officer
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone (434) 591-1930
FAX (434) 591-1911

Consultant

Bowman Consulting Group, LTD.
ATTN: Kenneth M. Baybutt
460 McLaws Circle, Suite 120
Williamsburg, VA 23185
Telephone (757) 229-1776
FAX (757) 229-4683

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5th) day after deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

[Signature page to follow.]

In witness whereof the undersigned duly authorized representatives have executed this Agreement on the dates set forth beside their respective signatures.

| | |
|-------------------------------|----------------------------|
| Bowman Consulting Group, LTD. | County: Fluvanna County |
| By: _____ Date: _____ | By: _____ Date: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Approved as to form: | |

Fluvanna County Attorney



CHANGE ORDER

Date: June 5, 2017

| | |
|--|--|
| Bowman Consulting Group, Ltd. 3951 Westerre Parkway, Suite 150 Richmond, Virginia 23233 Phone: (804) 616-3240 Fax: (804) 270-2008 | J. Wayne Stephens, PE Fluvanna County 197 Main Street, PO Box 540 Palmyra, VA 22963 Phone: (434) 591-1925 Fax: (434) 591-1924 E-mail: wstephens@fluvannacounty.org |
| Project Name: Zion Crossroads Water & Sewer System Fluvanna County, VA (Sur) | BCG Job # : 008258-01-003 |
| Client Project #: | Task # : SX005 & SX006 Change Order # : |
| <p><u>SCOPE OF SERVICES COVERED BY CHANGE ORDER</u></p> | |
| <p><u>SX005 – Easement Platting Revisions:</u> Revisions to the overall easement plat for recordation due to Engineers changing the easements on 13 properties. This task includes computations, new area computations, revising line and curve tables and update area tabulations. FEE: Lump Sum of \$2,980.00</p> | |
| <p><u>SX006 – Record Plat for the Department of Corrections:</u> Computation and preparation of a plat for recordation in accordance with current codes and standards This task includes the following:</p> <ul style="list-style-type: none"> • Computations and area tabulations for utility easements. • Computations and area tabulations for ingress/egress easements. • Computations and area tabulations for fee parcel. <p>FEE: Lump Sum of \$3,900.00</p> | |

Bowman Consulting Group, Ltd.

Fluvanna County

By: _____

By: _____

Name Richard Fralin, LS, PLS

Name _____

Title Team Leader

Title _____

Date _____

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB Q

| | | | | | |
|------------------------------|-----------------------------------|---------------|------------------------------------|----------------|-------|
| MEETING DATE: | July 5, 2017 | | | | |
| AGENDA TITLE: | Farm Museum Update | | | | |
| MOTION(s): | N/A | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | | |
| | | | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | | | XX | | |
| STAFF CONTACT(S): | Cyndi Toler, Purchasing Officer | | | | |
| PRESENTER(S): | Cyndi Toler, Purchasing Officer | | | | |
| RECOMMENDATION: | | | | | |
| TIMING: | | | | | |
| DISCUSSION: | Update on progress of Farm Museum | | | | |
| FISCAL IMPACT: | | | | | |
| POLICY IMPACT: | | | | | |
| LEGISLATIVE HISTORY: | | | | | |
| ENCLOSURES: | | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | | | | | |

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB R

| | | | | | |
|------------------------------|---|---------------|------------------------------------|----------------|-------|
| MEETING DATE: | July 5, 2017 | | | | |
| AGENDA TITLE: | FCSS Food Bank Update | | | | |
| MOTION(s): | N/A | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | | |
| | | XX | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | | | XX | | |
| STAFF CONTACT(S): | Steve Nichols, County Administrator | | | | |
| PRESENTER(S): | Steve Nichols, County Administrator | | | | |
| RECOMMENDATION: | Need BOS guidance | | | | |
| TIMING: | Current | | | | |
| DISCUSSION: | Update on discussions regarding relocation of the FCSS Food Bank at Carysbrook. | | | | |
| FISCAL IMPACT: | TBD | | | | |
| POLICY IMPACT: | N/A | | | | |
| LEGISLATIVE HISTORY: | Existing agreement signed in 1997. | | | | |
| ENCLOSURES: | None | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | | | | | |

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB S

| | | | | | |
|------------------------------|--|---------------|-----------------------------|----------------|-------|
| MEETING DATE: | July 5, 2017 | | | | |
| AGENDA TITLE: | Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes. | | | | |
| MOTION(s): | I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, June 21, 2017 Regular Meeting, be adopted. | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | | |
| | | X | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | | | | XX | |
| STAFF CONTACT(S): | Kelly Belanger Harris, Clerk to the Board | | | | |
| PRESENTER(S): | Steven M. Nichols, County Administrator | | | | |
| RECOMMENDATION: | Approve | | | | |
| TIMING: | Routine | | | | |
| DISCUSSION: | None. | | | | |
| FISCAL IMPACT: | N/A | | | | |
| POLICY IMPACT: | N/A | | | | |
| LEGISLATIVE HISTORY: | None | | | | |
| ENCLOSURES: | Draft Minutes for June 21, 2017 | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | | | | | |

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
June 21, 2017
Regular Meeting 7:00pm**

MEMBERS PRESENT: Mozell Booker, Fork Union District, Vice Chair
Patricia Eager, Palmyra District
Tony O’Brien, Rivanna District
Donald W. Weaver, Cunningham District

ABSENT: John M. (Mike) Sheridan, Columbia District, Chair

ALSO PRESENT: Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Kelly Belanger Harris, Clerk for the Board of Supervisors

CALL TO ORDER

At 7:00pm Vice Chair Booker, called the Regular Meeting of June 21, 2017.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

ADOPTION OF AGENDA

Mr. Nichols brought attention to the item Tab O: *Banking Services*, which was removed from consideration after the Agenda was published.

MOTION

Mr. Weaver moved to accept the Agenda, for the June 21, 2017 Regular Meeting of the Board of Supervisors. Mrs. Eager seconded and the Agenda was adopted by a vote of 4-0. AYES: Booker, Eager, O’Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

COUNTY ADMINISTRATOR’S REPORT

Mr. Nichols reported on the following topics:

- Staff Stars and Community Efforts
 - New way to access Pleasant Grove Trails Map! --From P&R Director Aaron Spitzer. QR Code for accessing a digital map of the trails.
- Eagle Scout Project at Pleasant Grove Park--Wolfie Reisinger, Constructed three privacy structures to conceal porta johns that are out at the park yearly. Improved the aesthetics in our park.
- Spotlight on Business
 - Blue Ridge Balloon, LLC - A family owned and operated business, Blue Ridge Ballooning offers premier hot air balloon rides and tethers in the Central Virginia region.
- ZXR Economic Development Luncheon - To provide an in-person update on the Zion Water and Sewer project; an overview of our NEW shovel ready site program as well as learn more about current and future economic development projects and initiatives in Fluvanna County from our economic growth partners. Date: Tuesday, June 27, 2017
- Announcements and Updates
 - JABA Insurance Counseling – booking appointments in Fluvanna
- Next Meetings

| Day | Date | Time | Purpose | Location |
|-----|--------|--------------------|--|-----------|
| Wed | Jul 5 | 4:00 PM 7:00 PM | Regular Meeting Regular Meeting – Public Hearings | Courtroom |
| Wed | Aug 2 | 4:00 PM | Regular Meeting | Courtroom |
| Wed | Aug 16 | 7:00 PM | Regular Meeting | Courtroom |

PUBLIC COMMENTS #1

At 7:07pm Vice Chair Booker opened the first round of Public Comments.

- Joe Shaver, Rockwood Dr., provided a brief overview of the planned Feeding Fluvanna Community Day at Grace and Glory Lutheran Church on September 9, 2017. Proceeds of the Community Day will be donated to MACAA. He also provided information about the One Virginia 2021 redistricting process effort.

With no one else wishing to speak, Vice Chair Booker closed the first round of Public Comments at 7:11pm.

PUBLIC HEARING

SUP 17:01 - Education Transformation Centre—James Newman, Planner, brought forward a request for a special use permit to establish an educational facility use with respect to a portion of .74 acres of Tax Parcel 18-10-1.

The property is located approximately 260 ft. east of the intersection of Rebecca Drive and Toby Way, off South Boston Road (State Route 600). The property is located in the Palmyra Election District and is within the Rivanna Community Planning Area. The proposed six week program for high school students at risk of dropping out of school; there would be no more than 30 students enrolled at any given time, who would return to the regular school at the completion of the program. The center would employ 10 staff members. Program participants would be recommended to this program by their local Social Services Department and school systems, and would serve students from surrounding localities including Nelson, Albemarle, Louisa, Greene, Madison, and City of Charlottesville.

At the June 13, 2017 Regular Meeting, the Planning Commission recommended approval of the special use permit, 3-0.

Vice Chair Booker invited the applicant to address the Board.

Dr. Dolores Carr provided a more detailed overview of the proposed center.

At 7:18pm, Vice Chair opened the Public Hearing.

Seeing no one wishing to speak, Vice Chair Booker closed the Public Hearing at 7:18pm.

With no further discussion,

MOTION

Mr. O'Brien moved that the Board of Supervisors approve SUP 17:01 a request to establish an educational facility use with respect to a portion of .74 acres of Tax Parcel 18-10-1, subject to the six (6) conditions listed in the staff report. Mrs. Eager provided second and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Conditions:

1. Prior to further development of the site, a site development plan that meets the requirements of the Fluvanna County Zoning Ordinance, must be submitted for review and approval;
2. Meeting all VDOT and Health Department requirements.
3. Hours of operation are to be limited to: 6am - 5pm. Custodial hours are from 6am - 8pm.
4. Any lighting will not be directed toward adjacent properties and will be limited in nature.
5. All screening shall be maintained in a condition acceptable to the County;
6. The Board of Supervisors, or representative, reserves the right to inspect the business for compliance with these conditions at any time.

SUP 17:02 - R15 Fluvanna 11B LLC—Brad Robinson, Senior Planner, brought forward a request for a special use permit to establish a contractor's storage yard with respect to 1.8 acres of Tax Map 5, Section 11, Parcel 5B. The affected property is located along James Madison Highway (U.S. Route 15) near the Louisa County line, approximately 0.06 miles south of the intersection of Richmond Road (U.S. Route 250). The parcel is within the Zion Crossroads Community Planning Area and the Columbia Election District.

The potential buyer of the property, Lynchburg Roofing, is a roofing contractor currently headquartered in Lynchburg, VA and has recently expanded its services into the Charlottesville area. Approval of this special use permit would allow the buyer to relocate from a rental space and establish a permanent office location in the Charlottesville area. It is expected that the business would generate 25-30 potential new jobs in Fluvanna County.

At their June 13, 2017 Regular Meeting, the Planning Commission recommended approval of the special use permit.

At 7:24pm, Vice Chair opened the Public Hearing.

- Roger Henry, Bumpass, VA, representing Mrs. Ora Johnson, adjacent home owner, spoke in favor of the SUP, while noting concerns about the property should the current applicant leave.

Mr. Jason Stewart, Planning and Zoning Administrator, addressed the concerns regarding future uses, noting that the conditions recommended for the approval of this request would transfer to any future owners of the property.

Chris Good, applicant, addressed the Board, providing an overview of a typical workday.

With no one else wishing to speak, Vice Chair Booker closed the Public Hearing at 7:26pm.

With no further discussion,

MOTION

Mrs. Eager moved that the Board of Supervisors approve SUP 17:02, a request to establish a contractor's storage yard with respect to 1.8 acres of Tax Map 5, Section 11, Parcel 5B, subject to the six (6) conditions listed in the staff report. Mr. Weaver gave second and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Conditions:

1. Prior to development of the site, a site development plan that meets the requirements of the Fluvanna County Zoning Ordinance must be submitted for review and approval.
2. The site must meet all Virginia Department of Transportation requirements.
3. Hours of operation for the site shall be from 6 am to 8 pm Monday-Friday.
4. Any lighting shall not be directed toward adjacent properties and comply with Article 25 of the Fluvanna County Code.
5. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time.

- 6. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.

ZTA 17:01 - Sign Ordinance—James Newman, Planner, came forward with a request to amend the Fluvanna County Zoning Ordinance with respect to the Sign Ordinance. This request seeks to amend the Fluvanna County Zoning Ordinance Chapter 22, Article 15, Sign Regulations with:

- the addition of a new exempt temporary sign type, “temporary sale, advertising or merchandising” in Section 22-15-2(2)(j);
- the addition of the sign category of “entrance signs” in each zoning district, the amendment of the maximum size of business signs, and clarification of location of temporary subdivision advertising signs and wall signs in Section 22-15-3;
- the addition of a new sign overlay zone for Zion Crossroads Urban Development Area in Section 22-15-3(4).
- Proposed sizes:

| Type of Sign | Number Allowed | Max. Sign Area | Max. Sign Height |
|--|----------------------------|--|---------------------------|
| Awning Sign | 1 per establishment | 6 sq. ft. | N/A |
| Business Sign | 1 per parcel | 24 32 sq. ft. (freestanding or monument) | 6-10 feet |
| Entrance Sign | 1 per entrance | 12 sq ft | 4 feet |
| Home Occupation Sign | 1 per parcel | 12 sq. ft. | 4 feet |
| Projecting Sign | 1 per establishment | 9 sq. ft. | Roof line of the building |
| Subdivision Sign | 1 per entrance | 40 sq. ft. | 6 feet |
| Temporary Subdivision Advertising Sign | 1 per public road frontage | 32 sq. ft. | 8 feet |
| Wall Sign | 1 per public road frontage | 3 sq. ft. per 1 lineal foot of building/tenant frontage* | Roof line of the building |

*No more than 50% of the total sign area may be displayed on the front of the building. The remaining 50% may be distributed on the sides and rear of the building, with a maximum of 25% distribution per side and a maximum of 50% distribution on the rear of the building.

The request would also amend “Section 22-22-1 Rules of construction; definition, of Article 22. Definitions” to Include a new exempt sign type of temporary special advertising signs, and to define it. The amendment will affect zoning ordinance subsections 22-15-2, 22-15-3, and 22-22-1. These amendments are in keeping with the 2015 Comprehensive Plan, enhance the economy of the county, are in response to citizen concerns, and direct and provide necessary information efficiently to motorists and pedestrians, etc. consistent with Sec. 22-15-1. At their June 13, 2017 Regular Meeting, the Planning Commission recommended approval of the amendment. At 7:44pm, Vice Chair Booker opened the Public Hearing.

There being no one wishing to speak, Vice Chair Booker closed the Public Hearing at 7:44pm.

Vice Chair Booker invited discussion.

Mr. O’Brien indicated that he would be in favor of the 300sq. ft. maximum.

Following general discussion,

MOTION

Mrs. Eager moved that the Board of Supervisors approve/ ZTA 17:01, an amendment and accompanying resolution to the Fluvanna County Zoning Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 22, ARTICLE 15 OF THE FLUVANNA COUNTY CODE BY ADDITION OF SECTION 22-15-2(2)(H) CONCERNING A CATEGORY OF EXEMPT SIGN DESIGNATED AS “TEMPORARY SALE, ANNOUNCEMENT, OR MERCHANDISING”, BY CERTAIN AMENDMENTS TO SECTIONS AND SUBSECTIONS 22-15-3(1), (2), (3) AND THE ADDITION OF SUBSECTION 22-15-3(4) CONCERNING THE SIZE AND TYPES OF SIGNS PERMITTED BY ZONING DISTRICT, AND TO AMEND CHAPTER 22, ARTICLE 22, FLUVANNA COUNTY CODE BY THE ADDITION OF A DEFINITION TO SUBSECTION 22-22-1, TO CONFORM THE COUNTY ZONING ORDINANCE TO THE 2015 COMPREHENSIVE PLAN.” Mr. Weaver offered second and the motion passed 4-0. AYE: Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: Sheridan.

ZTA 17:02 - PUD Ordinance—James Newman, Planner, presented a request to amend the Fluvanna County Zoning Ordinance. This request would amend the Fluvanna County Zoning Ordinance “Section 22-14, Planned Unit Development District” to limit the development of Planned Unit Developments (PUDs) to the Zion Crossroads Community Planning Area and Zion Crossroads Urban Development Area to conform to the goals of the 2015 Comprehensive Plan. The amendment will affect Zoning Ordinance subsections 22-14-1, 22-14-6, 22-14-7, 22-14-8, 22-14-12, 22-14-13. The amendments are in keeping with the 2015 Comprehensive Plan, and specify that such developments must utilize a publicly provided water and sewer service. The amendments are requested to clarify the location of Planned Unit Developments, and their infrastructure requirements in accordance with the 2015 Comprehensive Plan Implementation Goals and Strategies.

At their June 13, 2017 Regular Meeting, the Planning Commission recommended approval of the amendment.

During discussion among the Board of Supervisors, primary concern was balancing economic growth with current (at the time of development) infrastructure and capacity.

At 8:41pm, Vice Chair Booker opened the Public Hearing.

There being no one wishing to speak, Vice Chair Booker closed the Public Hearing at 8:41pm.

MOTION

Mrs. Eager moved that Section 22-14-13 be amended to read as follows, “All uses and structures within a PUD district shall be served by both public water and public sewer systems.” Mr. Weaver gave second and the motion passed 3-1. AYE: Booker, Eager, & Weaver. NAY: O’Brien. ABSENT: Sheridan.

Mrs. Eager moved that the Board of Supervisors approve ZTA 17:02, an amendment and accompanying resolution to the Fluvanna County Zoning Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 22, ARTICLE 14 OF THE FLUVANNA COUNTY CODE BY CERTAIN AMENDMENTS TO SECTIONS AND SUBSECTIONS 22-14-1, 22-14-6, 22-14-7, 22-14-8, 22-14-12, 22-14-13 (as amended), THEREOF, AMENDING THE FLUVANNA COUNTY ZONING ORDINANCE TO CONFORM TO THE 2015 COMPREHENSIVE PLAN IMPLEMENTATION GOALS AND STRATEGIES.” Mr. Weaver gave second and the motion passed 3-1. AYE: Booker, Eager, & Weaver. NAY: O’Brien. ABSENT: Sheridan.

ZTA 17:04 - Industrial General Ordinance—James Newman, Planner, brought forward a request to amend the Fluvanna County Zoning Ordinance. The amendments are requested to increase the allowed height of structures in I-2 zoning; to further specify setbacks and yard requirements; and to introduce a process for increasing height beyond what is proposed to be permitted. The current maximum permitted height in I-2 is forty-five (45) ft. The proposed amendment would change the permitted maximum height to seventy (70) ft. This will spur economic development by allowing a wide range of I-2 permitted uses that would otherwise be limited by our current maximum permitted height.

Vice Chair Booker for questions from the Board.

There being none, at 9:04pm, Vice Chair Booker opened the Public Hearing.

There being no one wishing to speak, Vice Chair Booker closed the Public Hearing at 9:04pm.

With no discussion,

MOTION

Mr. O’Brien moved that the Board of Supervisors approve ZTA 17:04, an amendment and accompanying resolution to the Fluvanna County Zoning Ordinance to amend Chapter 22, Article 12 of the Fluvanna County Code By Certain Amendments to Sections and Subsections 22-12-6, 22-12-7, Thereof, Amending the Fluvanna County Zoning Ordinance. The public purpose of these amendments is to provide flexibility in building design as to building height and yard requirements for purposes of promoting orderly development and economic development. Mrs. Eager seconded and the motion passed 4-0. AYE: Booker, Eager, O’Brien, and Sheridan. NAY: None. ABSENT: Sheridan.

ACTION MATTERS

Banking Services—Cyndi Toler, Purchasing Officer – PULLED FROM AGENDA PRIOR TO MEETING

FY18 County Attorney Compensation Agreement – Steven M. Nichols, County Administrator, presented the FY18 County Attorney Compensation Agreement. Mr. Payne noted that the agreement contains the name of Assistant County Attorney Christina Guidry who has moved out of state. It is expected that an additional Assistant County Attorney will be retained in the near future.

MOTION

Mr. Weaver moved to approve the County Attorney’s Compensation Agreement for services for Fiscal Year 2018, effective July 1, 2017. Mrs. Eager seconded and the motion passed 4-0. AYE: Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: Sheridan.

BOS Contingency Transfer - County Attorney— Steven M. Nichols, County Administrator, brought forward a request for BOS Contingency Transfer to cover the under budgeted County Attorney budget.

With no discussion,

MOTION

Mr. Weaver moved the Board of Supervisors approve a budget transfer of \$105,000 from the FY17 BOS Contingency budget to the FY17 County Attorney budget for legal services. Mrs. Eager seconded and the motion passed 4-0. AYE: Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Burn Building Grant Proposal – Cheryl Elliott, Emergency Services Coordinator, joined by Mike Brent, County Fire Chief, Richie Constantino, Chief, Lake Monticello Volunteer Fire & Rescue, Roger Wilkins, Lake Monticello Fire & Rescue, & Len Bozza, President, Lake Monticello Fire and Rescue, brought forward a request to apply for a grant from the Virginia Department of Fire Programs (VDFP) for the purpose of building a burn building. A burn building is an “unoccupied structure used by the fire service for training personnel in a controlled & supervised fire simulation or dense smoke environment.” As required by the grant, the proposal requests the structure be

placed on county land behind the Fork Union Fire Department and be maintained by both Fluvanna Fire (all three companies) and Lake Monticello Fire departments, according to an agreement (TBD) for usage and maintenance. The VDFP grant provides \$450,000 for the building and additional \$30,000 for engineering. Grant funds can only be used for the building itself, but not for site prep, E&S, access roads, parking lots, etc., which we estimate to cost about \$150,000. These funds are considered “match/cost sharing.” The County match/cost would utilize county staff time and effort, the planned county timbering at the proposed site for clearing this acreage, local donations for the additional dollars, building supplies and services. The total project is expected to cost approximately \$630,000. The grant application requests a desired prototype structure which is not yet finalized. If the award is granted, the project will be designed and sent out to bid the construction. There will be opportunity to change the design to meet budget (including any additional match/cost share dollars available.)

MOTION

With respect to that Burn Building Grant Application to be submitted to the Virginia Department of Fire Programs, Mrs. Eager moved to direct and authorize the County Administrator to be the official representative of the County in connection with such application and appoint the Emergency Services Coordinator as the Grant Manager to assist him on such project; and I further move to approve and ratify that Burn Building Grant Application including all supplemental information provided by the County to the Virginia Department of Fire Programs related thereto. Mr. O’Brien seconded and the motion passed 4-0. AYE: Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Personnel Policy Revision, E.3 - Exempt Service – Steven M. Nichols, County Administrator, presented a request to update the Personnel Policy to reflect the actual Fluvanna County positions that are currently classified as exempt under the Fair Labor Standards Act.

With no discussion,

MOTION

Mr. O’Brien moved to approve “E.3 Exempt Service” policy as presented. Mrs. Eager offered second and the motion passed 4-0. AYE: Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Appointment/Reappointment – Planning Commission, Fork Union District—Steven M. Nichols, County Administrator, presented the slate of candidates for appointment/reappointment to the Planning Commission – Fork Union District. Mr. Lewis Johnson, currently appointed to the Planning Commission – Fork Union District and seeking reappointment, was the only candidate.

With no discussion,

MOTION

Mr. Weaver moved to reappoint Lewis Johnson to the Planning Commission, Fork Union District, with a term to begin July 1, 2017 and end June 30, 2021. Mrs. Eager seconded and the motion passed 4-0. AYE: Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Appointment/Reappointment – JABA Advisory Council—Steven M. Nichols, County Administrator, presented the slate of candidates for appointment/reappointment to the JABA Advisory Council. Mrs. Elva Key, currently appointed to the JABA Advisory Council and seeking reappointment, was the only candidate.

With no discussion,

MOTION

Mrs. Eager moved to reappoint Elva Key to the JABA Advisory Council with a term to begin July 1, 2017 and end June 30, 2019. Mr. Weaver seconded and motion passed 4-0. AYE: Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Appointment/Reappointment - Agricultural/Forestral District Advisory Council—Steven M. Nichols, County Administrator, presented the slate of candidates for appointment/reappointment to Agricultural/Forestral District Advisory Council. Mr. David Haney and Ms. Deborah Murdock, both current appointees and seeking reappointment, were the only candidates.

With no discussion,

MOTION

Mr. Weaver moved to reappoint David Haney and Deborah Murdock to the Agricultural/Forestral District Advisory Council with terms to begin July 1, 2017 and end June 30, 2021. Mrs. Eager seconded and the motion passed 4-0. AYE: Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Appointment/Reappointment – Social Services Board—Steven M. Nichols, County Administrator, presented the slate of candidates for appointment/reappointment to the Social Services Board. Mrs. Deborah T. Johnson, currently appointed to the Social Services Board and seeking reappointment, was the only candidate.

With no discussion,

MOTION

Mrs. Eager moved to reappoint Deborah T. Johnson to the Social Services Board with a term to begin July 1, 2017 and end June 30, 2021. Mr. Weaver seconded and the motion passed 4-0. AYE: Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Appointment/Reappointment – Library Board of Trustees—Steven M. Nichols, County Administrator, presented the slate of candidates for appointment/reappointment to the Library Board of Trustees. Mrs. Angela Bergeron, currently appointed to the Library Board of Trustees and seeking reappointment, was the only candidate.

With no discussion,

MOTION

Mr. Weaver moved to reappoint Angela Bergeron to the Library Board of Trustees with a term to begin July 1, 2017 and end June 30, 2021. Mr. O'Brien seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

VRA Financing Resolution—Eric Dahl, Deputy County Administrator/Director of Finance, presented a request to approve a resolution that will provide Fluvanna County the opportunity to finance the Zion Crossroads Water & Sewer Project with favorable financing terms through the Virginia Resource Authority (VRA.) Financing through the VRA Virginia Pooled Financing Program (VPPF) Summer Pool saves on legal and financial advisory fees, and gives access to “AAA/AA” interest rates.

Mr. Dahl proposed the following timeline in order to take advantage of this financing option:

- May 1, 2017 - VRA Summer Pool Application Submitted. Total request: \$8.5 Million
- June 21, 2017 – BOS approves Resolution and ratifies advertisement of VRA Bond Public Hearing
- June 23, 2017 – VRA Receives all local approvals (Resolution) thirty days prior to the Bond Sale Date
- June 22 and 29, 2017 – Advertisements for VRA Bond Public Hearing
- July 5, 2017 – Public Hearing for the VRA financing; BOS ratifies the Resolution approved on June 21, 2017 (if approved)
- August 2, 2017 – Tentative Bond Sale Date

Based on a True Interest Cost of 2.95% from 5/10/17, amortized over 20 years, at an amount \$8.5M, the average estimated debt service would be roughly \$588K annually. The issuance of additional debt will likely increase our debt service ratio. Per the Debt Management Policy, the ratio of governmental fund debt service expenditures as a percent of total governmental fund operating revenues should not exceed 12%. Per the CAFR ending 6/30/16, our debt service ratio was 16.67%. The projected debt service ratio for future Fiscal Years using FY16 total governmental fund operating revenue of \$46,275,002 is estimated as follows:

- FY17 - 06/30/17: ~16.5%
- FY18 - 06/30/18: ~18.5%
- FY19 - 06/30/19: ~19.5%

These amounts reflect a conservative estimate of revenue, based on \$46,275,002 of revenue received as of June 30, 2016. Mr. Dahl noted that every \$1M in additional revenue above the \$46,275,002 lowers the debt service ratio by ~0.40%.

Mr. Dahl noted that the following items require a decision from the Board:

- Term of Loan: 20 Years - Discussed 15 & 25 years previously
- Capitalized Interest - Financing FY18 Interest Payments
 - If YES, no changes required.
 - If NO, can decrease “principal amount not to exceed”
 - FY18 Capitalized Interest ~\$236K
 - Need to fund interest payments in FY18
- Principal Amount not to exceed: \$8,500,000 - Discussed multiple amounts previously
- True Interest Cost not to exceed:
 - 4.00%/4.25%/4.50%
 - For example: If the rate comes in at 4.01%, cannot close

Following wide-ranging discussion that included known debt obligations for the coming years, as well as the benefits of including or excluding the capitalized interest,

MOTION

Mr. O'Brien moved the Board of Supervisors approve the resolution entitled “Resolution Approving a Plan of Financing with the Virginia Resources Authority” which shall be for a term not to exceed 20 years, in a principal amount not to exceed \$8,500,000, and bear interest at a rate not to exceed 4.25%. With no second, the motion died.

Mrs. Eager moved the Board of Supervisors approve the resolution entitled “Resolution Approving a Plan of Financing with the Virginia Resources Authority” which shall be for a term not to exceed 20 years, in a principal amount not to exceed \$8,500,000, and bear interest at a rate not to exceed 4.25%, excluding capitalized interest of \$236,000. Mr. O'Brien seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

Ratify Advertisement for VRA Bond Public Hearing – Eric Dahl, Deputy County Administrator/Director of Finance. This request asks the Board to ratify the decision to place the advertisement for a Public Hearing to be held on July 5, 2017. The advertisement was placed in order to conform to Code requirements concerning Public Hearings. In order to meet the deadline for the VRA Summer Pool, the advertisement was placed prior to the Board meeting.

MOTION

Mr. O'Brien moved the Board of Supervisors ratify the advertisement of a public hearing on the proposed issuance of water and sewer revenue bond in the estimated maximum principal amount not to exceed \$8,500,000 to be sold to the Virginia Resources Authority (VRA.) Mrs. Eager seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

PRESENTATIONS

None.

CONSENT AGENDA

The following items were discussed before approval:

Accounts Payable Report, May 2017—Eric Dahl, DCA/Finance Director

The following items were approved under the Consent Agenda for June 21, 2017:

Minutes of June 6, 2017—Kelly Belanger Harris, Clerk to the Board

CRMF - FCPS Central Elementary Unexpected Repairs—Ed Breslauer

FY17 Department of Social Services Share of the Cost Allocation Funds—Martin Brookhart, Management Analyst

Staff Performance Bonuses (Treasurer's Office) – Linda Lenherr, Treasurer

Accounts Payable Report, May 2017—Eric Dahl, DCA/Finance Director

MOTION

Mr. Weaver moved to approve the items on the Consent Agenda for June 21, 2017, as presented, and Ratified Accounts Payable and Payroll for May 2017 in the amount of \$1,584,421.90. Mr. O'Brien seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

PUBLIC COMMENTS #2

At 10:28pm Vice Chair Booker opened the second round of Public Comments.

With no one else wishing to speak, Vice Chair Booker closed the second round of Public Comments at 10:28pm.

CLOSED MEETING**MOTION TO ENTER INTO A CLOSED MEETING**

At 10:29pm, Mr. O'Brien moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.3, A.4, A.5, A.7, & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Real Estate, Privacy of Individuals, Prospective Industry, Litigation, and Legal Matters. Mrs. Eager seconded. The motion carried, with a vote of 4-0. AYE: Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: Sheridan.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 11:50pm, Mr. O'Brien moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting." Mr. Weaver seconded. The motion carried, with a roll call vote, of 4-0. AYES: Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

MOTION TO EXTEND:

Mr. O'Brien moved to extend the meeting until 12:45am. With a second from Mr. Weaver, the motion passed 4-0. AYE: Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: Sheridan.

MOTION

Mr. O'Brien moved the Fluvanna County Board of Supervisors adopt the resolution entitled, "Community Service Award Resolution Honoring Richard G. Payne." Mrs. Eager gave second and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

MOTION

Mr. O'Brien moved move to approve a hiring salary of \$52,500 for the new CSA Coordinator, Ms. Ursula Hill, effective July 17, 2017. Mrs. Eager gave second and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

ADJOURN

MOTION:

At 11:52pm Mr. O'Brien moved to adjourn the regular meeting of Wednesday, June 21, 2017. Mrs. Eager Booker seconded and the motion carried with a vote of 4-0. AYES: Booker, Eager, O'Brien, & Weaver. NAYS: None. ABSENT: Sheridan.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair

DRAFT

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB T

| | | | | | |
|------------------------------|--|---------------|-----------------------------|----------------|-------|
| MEETING DATE: | July 5, 2017 | | | | |
| AGENDA TITLE: | Ambulance Restocking Agreement for Cost Recovery | | | | |
| MOTION(s): | I move the Board of Supervisors approve the Ambulance Restocking Agreement between the Rector and Visitors of the University of Virginia on behalf of its Medical Center and the County of Fluvanna, documenting the relationship among the Medical Center, the Rescue Squads and the County with regard to restocking of ambulance pharmaceutical and medical supplies, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney. | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | | |
| | | XX | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | | | | X | |
| STAFF CONTACT(S): | Cheryl J. Elliott, Emergency Services Coordinator | | | | |
| PRESENTER(S): | Cheryl J. Elliott, Emergency Services Coordinator | | | | |
| RECOMMENDATION: | APPROVAL | | | | |
| TIMING: | IMMEDIATE | | | | |
| DISCUSSION: | <p>This agreement is the same as the previous year's agreement, but with the term dates adjusted.</p> <p>For jurisdictions that do NOT bill for ambulance services, both UVa Medical Center and Martha Jefferson Hospital do not charge squads to refill drug boxes on ambulances, as a community service. However, UVa Medical Center will begin billing for pharmaceutical and medical supplies since our cost recovery program is in place. (Martha Jefferson will continue to provide these supplies free of charge.)</p> <p>The county's transport fees are based on level of service and involve a flat fee. Patients are not charged directly for these supplies. Since the County receives the revenue from the transports, this agreement allows UVa to send these charges directly to the County instead of billing the rescue squads individually.</p> | | | | |
| FISCAL IMPACT: | These charges will be more than covered by cost recovery revenue. We estimate monthly charges to be between \$300-500/month. | | | | |
| POLICY IMPACT: | None | | | | |
| LEGISLATIVE HISTORY: | Term updates from previous year's agreement | | | | |

| | | | | | |
|---------------------------|-------------------------------------|---------|------------|----|-------|
| ENCLOSURES: | 2017 Ambulance Restocking Agreement | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | XX | | | | |

**AMBULANCE RESTOCKING AGREEMENT
BETWEEN**

**THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA
ON BEHALF OF ITS MEDICAL CENTER**

AND

THE COUNTY OF FLUVANNA, VIRGINIA

This Agreement (“Agreement”) is entered and made effective as of **July 1, 2017**, by and between **THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA** (the “University”) on behalf of its **Medical Center** (the "Medical Center") and the **COUNTY of FLUVANNA, VIRGINIA**, (hereinafter referred to as the “the County”).

WITNESSETH:

I. Overview & Purpose

The purpose of this document is to document the relationship between the Medical Center and the County with regard to restocking pharmaceutical and medical supplies. The County that is made party to this agreement provide emergency medical services (“EMS”) to various other hospitals in the region under agreement with the Fluvanna Rescue Squad and the Lake Monticello Volunteer Fire Department and Rescue Squad (collectively, “the Rescue Squads”). Such other hospitals likewise participate in restocking agreements with the County, thereby providing a community benefit for all EMS providers in the region.

The County bills patients and third party insurers for services rendered by the County through the Rescue Squads. In order to accommodate the County’s desire to bill for these services, the Medical Center shall provide restocking for a fee, as further described below.

II. Ambulance Restocking

The Medical Center agrees to restock all the County’s ambulance transports to its facilities, whether they are emergent or non-emergent transports, with all items listed on Exhibits A and B which are attached hereto and incorporated herein by reference. The County agrees to reimburse the Medical Center for the restocked items, listed on Exhibit A, at the prices set forth on Exhibit A. The Medical Center agrees to restock the items on Exhibit B at no cost to the County. The Medical Center reserves the right to modify the prices set forth on Exhibit A with thirty days prior written notice to the County. Such pricing modifications will not require formal amendments to this Agreement.

III. Limitations

The Medical Center will not restock any items other than those listed on Exhibits A and B.

IV. Term and Termination of the Agreement

1. This Agreement is effective July 1, 2017 through June 30, 2018.
2. Either party shall have the right to terminate this Agreement by ninety (90) days' advance written notice to the other party. In addition, either party may terminate this Agreement for cause upon thirty (30) days written notice to the other party if there is a material violation of any term or condition of this Agreement by such other party which remains uncured for thirty (30) days after such party's receipt of written notice of such violation. Furthermore, this contract will automatically terminate if the County engages in billing practices which either violate the regulations of any governmental health care program or which the Medical Center deems to be in violation of such regulations.

V. Billing and Payment

1. The Medical Center will bill the County monthly for the items it restocked the prior month. Invoices will be submitted to the address below. The County agrees to pay all invoices within 15 days of receipt of each invoice.

The billing address is:

Fluvanna County Emergency Services
c/o Cheryl J. Elliott
PO Box 540
Palmyra, VA 22963

2. The County agrees to abide by all billing regulations applicable to their business, including but not limited to the Medicare and Medicaid programs, and agree to provide written notice to the Medical Center within five days of discovering any potential violations of such regulations.

VI. Record of Services Rendered

All medications and supplies used by the Rescue Squads will be documented on the agency "call report" and a copy provided to the receiving hospital. Minimum information includes the patient's name, date of service (transport) and pertinent medications and/or supplies exchanged.

VII. General Conditions

1. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia. The County and the Rescue Squads must comply with all applicable Federal and State rules and regulations.
2. The Medical Center and will incur no obligations pertaining to this Agreement as a result of any promise, representation, or statement by anyone without the actual authority to do so.
3. No waiver, alteration, or modification of the provisions in this Agreement shall be binding unless in writing and mutually agreed upon.
4. This Agreement, together with any amendment or modification that may hereafter be agreed to by the parties in accordance with the provisions herein, constitutes the entire understanding between the parties with respect to the subject-matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating hereto.
5. Any notice required to be given under this Agreement, and any communications associated with the performance of this Agreement shall, unless otherwise provided herein, be deemed made if given by registered or certified mail, postage prepaid, and addressed to either the address given below or to such other address as may hereafter be specified in writing by the parties.

If to the Medical Center:

Milton Dunlap, Director
Contract Management
University of Virginia Medical Center
PO Box 800778
Charlottesville, Virginia 22908

With a copy not constituting notice to:

Administrator, Pre-Hospital Emergency Services
University of Virginia Health System
PO Box 800683
Charlottesville, VA 22908

If to the County or the Rescue Squads:

Cheryl J. Elliott
Fluvanna County Emergency Services Coordinator
PO Box 540
Palmyra, VA 22963

With copies not constituting notice to:

James Stafford, President
Fluvanna Rescue Squad, Inc.
C/o Fluvanna County Emergency Services
PO Box 540
Palmyra, VA 22963

Leonard Bozza, President
Lake Monticello Volunteer Fire Department and Rescue
Squad, Inc.
C/o Fluvanna County Emergency Services
PO Box 540
Palmyra, VA 22963

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement in their official capacities effective as of the date first set forth above.

**THE RECTOR AND VISITORS
OF THE UNIVERSITY OF VIRGINIA**

Larry L. Fitzgerald
Chief Finance and Business Development Officer
University of Virginia Health System

COUNTY OF FLUVANNA

Steven M. Nichols
County Administrator
Fluvanna County

APPROVED AS TO FORM:

By: _____
Kristina M. Hofmann, Assistant County Attorney

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

The following entities are made signatories to this Agreement for the limited purpose of acknowledging their agreement to, and intention to abide by, the provisions of Sections VI and VII.2 hereof:

FLUVANNA RESCUE SQUAD, INC.

James Stafford, President

**LAKE MONTICELLO VOLUNTEER FIRE DEPARTMENT
AND RESCUE SQUAD, INC.**

Leonard Bozza, President

ATTACHMENT A 2017

| Drug | 2017 Cost |
|---|------------------|
| Adenosine 6mg/2mL vials | \$ 2.86 |
| Albuterol 2.5mg/3 mL unit dose | \$ 0.08 |
| Amiodarone 150 mg/3mL vial | \$ 0.81 |
| Aspirin 81 mg tablets, can be unit dose or small bottle | \$ 0.05 |
| Atropine 1mg/10mL O-Ject | \$ 8.54 |
| Benadryl (Diphenhydramine) 50mg/mL vials | \$ 0.65 |
| Calcium Chloride 1gram/10mL | \$ 8.54 |
| Dextrose 50% syringe 25gram/50mL | \$ 5.77 |
| Dopamine (Intropin) 200mg/5mL vials with IV drip label | \$ 2.04 |
| Epinephrine 1:10,000 1mg/10mL O-Ject | \$ 5.69 |
| Epinephrine 1:1000 1mg/mL ampules or vials | \$ 2.71 |
| Etomidate 20 mg | \$ 5.11 |
| Fentanyl 100mcg/2mL | \$ 1.42 |
| Glucagon 1mg with Diluent | \$ 161.55 |
| Haldol 5mg/mL vial | \$ 0.83 |
| Ipratropium (Atrovent) 0.5/mL unit dose | \$ 0.18 |
| Ketamine 200mg/20mL | \$ 14.23 |
| Lidocaine 20 mg/mL (2mL) without preservative | \$ 2.41 |
| Methylprednisolone (Solu-Medrol) 125mg/2mL vial | \$ 6.86 |
| Metoprolol (Lopressor) 5mg/5mL ampules or vials | \$ 0.53 |
| Midazolam (Versed) 5mg/mL vials | \$ 0.84 |
| Morphine 10mg/mL vial | \$ 1.69 |
| Narcan (Naloxone) 2mg/2mL vial | \$ 31.30 |
| Nitro Paste packets 1 inch pre-measured | \$ 1.90 |
| Nitro tablets 1/150 grain, small bottle | \$ 22.50 |
| Ondansetron 4 mg SL tablets | \$ 0.17 |
| Ondansetron 4 mg/2mL vial | \$ 0.51 |
| Prednisone 20 mg tablets | \$ 0.38 |
| Sodium Bicarbonate 50 mEq/50mL | \$ 7.75 |
| Succinylcholine 200 mg | \$ 21.34 |
| Tranexamic Acid 1 gram vial | \$ 25.73 |
| Vecuronium 10 mg | \$ 6.25 |
| Cefazolin 1 gram | \$ 1.36 |

*Prices on this list are subject to change during the term of this contract based on changes in prices charged by vendors to the Medical Center.

ATTACHMENT B 2017**Supplies:**

- (2) 2x2 gauze pads
- (2) 4x4 gauze pads
- (1) 3 way stopcock
- (8) Alcohol preps
- (2) Short Arm boards
- (1) Biohazard bag
- (2) D5W 250ml 4.83
- (2) Pair Large Gloves
- (1) Gray Top Tube]
- (1) Vacutainer Holder
- (1) Vacutainer Adaptor
- (2) 14 g IV Catheters
- (2) 14 g Catheters (2 ¼" FOR CHEST DECOMPRESSION)
- (2) 16 g IV Catheters
- (3) 18 g IV Catheters
- (3) 20 g IV Catheters
- (2) 22 g IV Catheters
- (2) 24 g IV Catheters
- (2) Macrodrip Tubing with Ports
- (2) Micridrip Tubing with Ports
- (2) Normal Saline 1000cc 1.73
- (2) 10 cc Sterile Normal Saline 0.61
- (1) Sharps container
- (2) 18 or 19 g Needles
- (4) Filter Needles
- (4) 1cc Syringes with 25 g Needle
- (2) 3 cc Syringes with 21 g Needle
- (2) 5 cc Syringes
- (2) 10 cc Syringes
- (2) 30 or 35 cc Syringes
- (2) Tourniquets
- (1) Transpore tape
- (2) Carpuject, injector
- (1) Drug Box Contents List
- (1) Problem Interception Report
- (1) Medication Added Label
- (2) Braun Ultrasite valve for injection
- (2) IV Extension set Braun female luer lock adaptor with 2 Ultrasite injection ports
- (1) D5W 100mL bag 1.44
- (1) Handheld nebulizer
- (1) Non-rebreather mask
- (1) Nasal cannula
- (1) Set of monitor electrodes
- (1) Immobilization collar
- (2) MAD devices



Capital Reserve Maintenance Fund Request

TAB U

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$6,226.00** for the purpose(s) of:

installing carbon monoxide monitored detectors in the Central Elementary Boiler Room and adjacent occupied rooms.

Section 1 - REQUEST

| | | |
|---|---|--------------------------------------|
| Requesting Department/Agency Fluvanna County Public Schools | Dept/Agency Contact Edward Breslauer/Brenda Gilliam | Date of Request 06/23/2017 |
| Phone (434) 589-8208 | Fax (434) 589-7256 | Fiscal Year FY18 |

Reserve Fund Purpose Category: **Unexpected facility repairs or replacements**

| Description of Project/Repair | Qty | Unit Price | Total Price |
|---|----------|-------------------|-------------------|
| Installation of carbon monoxide detecting equipment in | 1 | \$6,226.00 | \$6,226.00 |
| Central Elementary Boiler Room and adjacent rooms. | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |

Total Request: **\$6,226.00**

Description and justification for proposed use.

The HVAC project at Central Elementary includes installing propane fueled boilers. This equipment requires carbon monoxide detectors that are monitored and tied into the building alarm system. The cost is for installation labor and equipment, not monitoring services.

| | | |
|--|--|---------------------------|
| Department/Agency Head Name Fluvanna County Public Schools/Winkler | Signature Edward Breslauer <small>Digitally signed by Edward Breslauer DN: cn=Edward Breslauer, o=Fluvanna County Public Schools, ou=Finance Department/Director, email=ebreslauer@apps.flucc.org, c=US Date: 2017.06.23 13:28:03 -0400</small> | Date 06/23/2017 |
|--|--|---------------------------|

Section 2 - REVIEW

| | | |
|---|-----------------------------|---------------------------|
| Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | County Finance Director | Date 06/26/2017 |
| Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | County Administrator | Date 06/27/2017 |

Section 3 - BOARD OF SUPERVISORS

| | | |
|---|---------------|----------|
| Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No | Decision Date | Comments |
|---|---------------|----------|

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB V

| | | | | | |
|------------------------------|--|---------------|-----------------------------|----------------|-------|
| MEETING DATE: | July 5, 2017 | | | | |
| AGENDA TITLE: | FY17 Cell Tower Budget Supplement | | | | |
| MOTION(S): | I move the Board of Supervisors approve a supplemental appropriation of \$20,000 to the FY17 Planning Commission Budget to reflect an increase in the number of cell tower applications. | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | | |
| | | X | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | | | | X | |
| STAFF CONTACT(S): | Marty Brookhart, Management Analyst | | | | |
| PRESENTER(S): | Marty Brookhart, Management Analyst | | | | |
| RECOMMENDATION: | I recommend approval of the motion as stated above. | | | | |
| TIMING: | Effective June 30, 2017 | | | | |
| DISCUSSION: | <p>During the FY17 Budget process, the amount of cell tower applications to be received was based upon projected estimates at the time. The FY17 estimates for special use permits and the associated expenditures were underestimated.</p> <p>On February 2nd, 2017, the Board approved a \$4,000 budget supplement for cell tower applications.</p> <p>Since that time, revenue of \$20,000 has been received for these applications.</p> | | | | |
| FISCAL IMPACT: | The FY17 general fund budget will increase by \$20,000 in revenues and expenditures. | | | | |
| POLICY IMPACT: | None | | | | |
| LEGISLATIVE HISTORY: | On February 2 nd , 2017, the Board approved an additional supplement of \$4,000 for cell tower applications. | | | | |
| ENCLOSURES: | None | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | | X | | | |

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB W

| | | | | | |
|------------------------------|--|---------------|------------------------------------|----------------|-------|
| MEETING DATE: | July 5, 2017 | | | | |
| AGENDA TITLE: | FY17 Four-For-Life Budget Transfer | | | | |
| MOTION(s): | I move the Board of Supervisors approve a budget transfer of \$1,680.40 from Grant Contingency to the FY17 Four-For-Life pass-through funding. | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | | |
| | | X | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | | | | X | |
| STAFF CONTACT(S): | Marty Brookhart, Management Analyst | | | | |
| PRESENTER(S): | Marty Brookhart, Management Analyst | | | | |
| RECOMMENDATION: | I recommend approval of the motion as stated above. | | | | |
| TIMING: | Effective June 30, 2017 | | | | |
| DISCUSSION: | <ul style="list-style-type: none"> • This funding is legislated by the Code of Virginia § 46.2-694 which stipulates that an additional \$4.25 per year is charged and collected at the time of vehicle registration and set aside as a special fund to be used only for EMS purposes. • A percentage of the funds collected is allocated to a "Return to Locality" fund to provide local support for EMS training and equipment purchases. • The Commonwealth sends this funding to the County as a direct pass through to the Rescue Squads. • For FY17, the funding amount is \$26,270.40, which is \$1,680.40 over the budgeted amount of \$24,590. | | | | |
| FISCAL IMPACT: | <p>Approval of the motion would authorize staff to decrease FY17 Grant Contingency and increase the FY17 Four-For-Life budget by \$1,680.40.</p> <p>There is no local match required for these funds.</p> | | | | |
| POLICY IMPACT: | N/A | | | | |
| LEGISLATIVE HISTORY: | N/A | | | | |
| ENCLOSURES: | Funding award letter from the Commonwealth of Virginia | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | | X | | | |



COMMONWEALTH OF VIRGINIA
Department of Health

Marissa J. Levine, MD, MPH, FAAFP
State Health Commissioner

Gary R. Brown
Director

P. Scott Winston
Assistant Director

Office of Emergency Medical Services
1041 Technology Park Drive
Glen Allen, VA 23059-4500

1-800-523-6019 (VA only)
804-888-9100 (Main Office)
804-888-9120 (Training Office)
FAX: 804-371-3108

June 13, 2017

FLUVANNA COUNTY VIRGINIA
POST OFFICE BOX 299
ROUTE 15, SOUTH
PALMYRA VA 22963

Dear City/County Administrator:

IMMEDIATE ATTENTION REQUIRED
Please return this report within 30 days

Your locality will be receiving the Fiscal Year 2017 “Four-For-Life” payment for Emergency Medical Services (EMS) in the amount of \$26,270.40 . These funds are for the collection period March 1, 2016 through February 28, 2017.

Guidelines for the use of these funds are attached and are available on our website: <http://www.vdh.virginia.gov/content/uploads/sites/23/2016/05/FourForLifeGuidelines.pdf> . Prior to distribution of these funds to the local government, this office must receive your Report of Expenditures on last year’s distribution. The total amount that must be reported for last year’s distribution is annotated on the enclosed report.

The Four-For-Life program, as amended in 2000, stipulates that four additional dollars be charged and collected at the time of registration of each passenger vehicle, pickup or panel truck. The funds collected, pursuant to Section 46.2-694, Code of Virginia, shall be used only for emergency medical services. The law further states that the Department of Health shall return twenty-six percent (26%) of the registration fees collected to the locality wherein such vehicle is registered to provide funding for:

1. Training of volunteer or salaried emergency medical service personnel of licensed, non-profit emergency medical service agencies; or
2. The purchase of necessary equipment and supplies for licensed, non-profit emergency medical service agencies.

It is important to recognize two clauses in the Four-For-Life legislation: (1) non-supplanting funds and (2) failure to report the use of funds by any local governing body will result in funds being retained. The Assistant Attorney General, at our request has offered the following interpretation for use of the funds. "Any funds received from Section 46.2-694 by a non-state agency cannot be used to match any other funds derived from Section 46.2-694 by that same non-state agency" Simply put, funds returned to localities cannot be used as the matching share of any grants offered using Four-For-Life funds.

*"Each local governing body shall report to the Board of Health on the use of **Four-For-Life** funds, which were returned to it. In any case in which the local governing body grants the funds to a regional emergency medical council to be distributed to licensed, non-profit emergency medical and rescue services, the local governing body shall remain responsible for the proper use of the funds. If, at the end of any fiscal year, a report on the use of **Four-For-Life** funds for that year has not been received from a local governing body, any funds due to that local governing body for the next fiscal year shall be retained until such time as the report has been submitted to the board."*

If you have any questions or need additional information, please do not hesitate to contact Kim Barton, OEMS Accountant, at (804) 888-9100.

Sincerely,



Adam L. Harrell MBA, NRP
Business Manager

Encl.:

- Guidelines for Expenditures of EMS Funds
- Four-For-Life Report of Expenditures Form

Revised – April 7, 2017

**GUIDELINES FOR THE EXPENDITURE OF THE
26% RETURN TO LOCALITY SHARE OF
EMS FOUR-FOR-LIFE FUNDS
§ 46.2-694 of the Code of Virginia**

Purpose of the Fund

To provide funding for **training**¹ of volunteer or salaried emergency medical service (EMS) personnel of licensed, non-profit emergency medical services agencies and for the purchase of necessary **equipment and supplies** for use in such locality by licensed, non-profit emergency medical services agencies.

Such funds shall be in addition to any local appropriations and local governing bodies shall not use these funds to supplant local funds.

In any case in which the local governing body grants the funds to a designated regional emergency medical services (EMS) council to be distributed to the licensed, non-profit emergency medical service agencies and rescue squads, the local governing body shall remain responsible for the proper use of the funds.

- Any money going to a regional EMS council shall ***only*** be used and distributed to licensed, non-profit emergency medical services, as set forth in the statute.
- The regional EMS council shall submit a report to the local governing body on the distribution and use of these funds.
- Such report shall be attached by the local governing body to their annual Report of Expenditures.

If a report on the use of these funds has not been received from a local governing body, any funds due to that local governing body for the next fiscal year shall be retained until such time as the report has been submitted.

Expenses associated with EMS training programs and courses approved by the Virginia Office of EMS include:

- EMS textbooks, workbooks and other materials used in approved training courses
- Supplies (used in training programs), such as disposable gloves, bandages, syringes, needles, etc.; Equipment, such as manikins, films, videotapes, etc.
- Expenses¹ associated with state EMS certification and recertification programs to include, but not limited to, course tuition, test site fees, and travel expenses (mileage, lodging and meal per diem, other allowable expenses) not to exceed the state or local government rates.
- Expenses¹ associated with specialty training programs to include, but not limited to, course tuition and travel expenses (mileage, lodging and meal per diem, other allowable expenses) not to exceed the state or local government rates.
- Regional training activities such as disaster response drills or other field exercises. Expenses associated with these activities include but not limited to course tuition and travel expenses (mileage, lodging and per diem) not to exceed the state or local government rates.
- Expense^{1 and 2} to complete an approved on-line Continuing Education (CE) course that

provides credit toward EMS certification. The following link provides information on training programs and accessing CE reports.

<http://www.vdh.virginia.gov/emergency-medical-services/education-certification/provider-resources>

Note:

1. EMS agency or provider must provide proof of course completion and the award of CE credits by the Virginia Office of EMS
2. Firefighter courses are not approved for the use of these funds.

Purchase of necessary equipment and supplies needed to:

- Gain access to a patient
- Assess the patient's medical condition
- Provide immediate medical care
- Transport the patient to a medical facility
- Communicate with the dispatcher and medical facility
- Ensure the personal safety of EMS personnel - Personal Protective Equipment (PPE) for EMS personnel includes, but is not limited to:
 - Safety vests (must conform to ANSI standards for roadway incident response)
 - Respirators/N95 type mask
 - Eye protection (face shield, goggles, etc.)
 - Gowns (surgical type protective gowns)
 - Patient care gloves

Additionally, EMS Vehicles/EMS personnel with extrication equipment may also be provided the following PPE equipment:

- Helmets
- Protective (extrication/safety) gloves
- Ear protection
- Steel toed boots

Note: These funds **cannot** be used to purchase firefighter turnout gear or other PPE utilized for primary fire services duties or response.

- Maintenance and service contracts for medical equipment utilized in the direct provision of patient care or training of EMS personnel.

Note: When entering into these contracts, ensure the agreement form is closely examined for clauses that would void the agreement and/or for items not covered under the agreement. What are the clauses in the maintenance contract that would make it null and void? For example, if the equipment was dropped or mishandled, would that be enough to void the agreement? Is the cost of the agreement reasonable for the services being provided? If so, is the cost of replacement significant enough to warrant the agreement cost?

Items that do NOT conform to the intent:

- Items funded and purchased with Rescue Squad Assistance Fund (RSAF) grant funds (see below note)
- Funding organizations or the purchasing of items by or for organizations that are not licensed, non-profit emergency medical services agencies.
- Furnishings or appliances for squad buildings, training facilities, or fire departments
- Vehicle or building maintenance items
- Building utilities (electric, gas, water, telephone, etc.)
- Housekeeping expenses
- Capital improvements
- Special use equipment for fire suppression
- Firefighter PPE/turnout gear
- Firefighter training courses
- Fund raising or public relations expenses
- Articles of clothing (t-shirts, hats, etc.) that are not personal protective clothing
- Office management expenses
- Law enforcement expenses
- Workers compensation or healthcare related costs

Note: *"Any funds received from Section 46.2-694 by a non-state agency cannot be used to match any other funds derived from Section 46.2-694 by that same non-state agency."* Simply put, funds returned to localities cannot be used as the matching share of any grants offered using **Four-For-Life** funds.

Additional Guidance:

1. These guidelines are very broad in nature; however, the Code of Virginia is specific in that these funds must be used for EMS training and the purchase of necessary equipment and supplies for licensed, non-profit emergency medical services agencies. Always ask yourself if, in the opinion of your locality's administrator or financial director, would this purchase withstand the scrutiny of an audit or an inquiry by a legislator and meet the intent of the program? If a strong case can be made by your locality's administrator or financial director, then please move forward on that expenditure. If not, contact the Office of EMS to discuss the item(s) and issues.
2. The Office of EMS (OEMS) will always recommend that the 26% Return to Locality portion of the Four-For-Life funds be used for equipment and supplies that can easily be linked to direct patient care or the training of Emergency Medical Technicians (EMTs). For those questionable items, OEMS will suggest that those expenditures be paid from other sources of revenue such as donations, revenue from insurance payments or other fund sources.
3. Carryover Funds - The EMS funds returned to localities should be used within one year after receipt. OEMS discourages the carryover of funds into future fiscal years. The carryover of funds raises an audit red flag and the locality may be asked by OEMS for a spending plan of action.

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB XYZ

| | | | | | |
|---------------------------------------|--|---------------|------------------------------------|----------------|----------------|
| MEETING DATE: | July 5, 2017 | | | | |
| AGENDA TITLE: | Fluvanna County Code Amendment Concerning Prohibition on Possession of Open or Opened Container(s) of Alcoholic Beverages in Designated Public Areas and on County Property, Subject to Exceptions | | | | |
| MOTION(s): | I move the Board of Supervisors approve an ordinance amendment entitled, "AN ORDINANCE TO AMEND THE FLUVANNA COUNTY CODE BY THE ADDITION IN CHAPTER 14 OF A SECTION 6, CONCERNING PROHIBITION OF OPEN OR OPENED CONTAINER(S) OF ALOCHOLIC BEVERAGES IN DESIGNATED PUBLIC AREAS AND ON COUNTY PROPERTY; EXCEPTIONS." | | | | |
| TIED TO STRATEGIC INITIATIVES? | Yes | No | If yes, list initiative(s): | | |
| | | X | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | XX | | | | |
| STAFF CONTACT(S): | Cpt. David Wells, Sheriff's Office, Frederick W. Payne, County Attorney, & Steve Nichols, County Administrator | | | | |
| PRESENTER(S): | Frederick W. Payne, County Attorney | | | | |
| RECOMMENDATION: | Approval. | | | | |
| TIMING: | Current. | | | | |
| DISCUSSION: | <p>Enabling legislation allows localities to prohibit the possession of open or opened containers of alcoholic beverages in designated public areas, including public parks, playgrounds, public streets, and on sidewalks adjoining public streets. The County also has the authority to prohibit the possession of open or opened containers of alcoholic beverages on County-owned property. This is subject to exceptions, including any time the Virginia Alcoholic Beverage Control Board has granted a license for the service and/or consumption of alcohol or where the County has granted permission for the service and/or consumption of alcohol on County-owned property, as is permitted in Section 14-4 of the Fluvanna County Code.</p> <p>This ordinance is intended as a supplement to the provisions of Section 14-4 of the Fluvanna County Code.</p> | | | | |
| FISCAL IMPACT: | None | | | | |
| POLICY IMPACT: | N/A | | | | |
| LEGISLATIVE HISTORY: | N/A | | | | |
| ENCLOSURES: | Draft Ordinance | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | XX | | | | SHERIFF |

AN ORDINANCE TO AMEND THE FLUVANNA COUNTY CODE BY THE ADDITION IN CHAPTER 14 OF A SECTION 6 CONCERNING PROHIBITION ON POSSESSION OF OPEN OR OPENED CONTAINER(S) OF ALCOHOLIC BEVERAGES IN DESIGNATED PUBLIC AREAS AND ON COUNTY PROPERTY

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Section 4.1-128.B, that the County Code be, and it is hereby, amended, in Chapter 14, by the addition of a Section 14-6, which is hereby enacted as follows:

Sec. 14-6. Prohibition on possession of open or opened container(s) of alcoholic beverages in designated public areas and on county property; exceptions.¹

It shall be unlawful for any person to possess an open or opened container containing an alcoholic beverage in any public park, playground, public street, and any sidewalk adjoining any public street and on or in any county-owned property. Any person violating this section shall be guilty of a class 4 misdemeanor.

As used herein, an “open or opened container” means any vessel containing an alcoholic beverage, in any condition other than sealed with the original manufacturer’s seal.²

As used herein, “alcoholic beverage” shall have the same meaning and definition set forth in Virginia Code § 4.1-100, as amended.

Nothing in this section shall prevent any person from possessing an open or opened container containing an alcoholic beverage in any area for any purpose approved and licensed by the Virginia Alcoholic Beverage Control Board, pursuant to Virginia Code §§ 4.1-308(B), (C), and (D), or as provided in Section 14-4(C) of this Code.

This Section serves as a supplement to Section 14-4 of this Code and shall not be construed to limit the application thereof.

¹ For enabling legislation, see Code of Va., § 4.1-128.B.

² See Code of Va., § 18.2-323.1

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB A

| | | | | | |
|---------------------------------------|--|---------------|------------------------------------|----------------|----------------|
| MEETING DATE: | July 5, 2017 | | | | |
| AGENDA TITLE: | Fluvanna County Code Amendment Concerning Designation of the Sheriff as a Person Lawfully in Charge of the Property for Purposes of Trespass | | | | |
| MOTION(s): | I move the Board of Supervisors approve an ordinance amendment entitled, "AN ORDINANCE TO AMEND THE FLUVANNA COUNTY CODE BY THE ADDITION IN CHAPTER 14 OF A SECTION 5, CONCERNING DESIGNATION OF THE SHERIFF AS A 'PERSON LAWFULLY IN CHARGE OF THE PROPERTY' FOR THE PURPOSE OF FORBIDDING ANOTHER TO GO OR REMAIN UPON THE LANDS, BUILDINGS OR PREMISES OF THE OWNER." | | | | |
| TIED TO STRATEGIC INITIATIVES? | Yes | No | If yes, list initiative(s): | | |
| | | X | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | | XX | | | |
| STAFF CONTACT(S): | Cpt. David Wells, Sheriff's Office, Frederick W. Payne, County Attorney, & Steve Nichols, County Administrator | | | | |
| PRESENTER(S): | Frederick W. Payne, County Attorney | | | | |
| RECOMMENDATION: | Approval. | | | | |
| TIMING: | Current. | | | | |
| DISCUSSION: | <p>Enabling legislation allows localities to pass an ordinance such as this to provide additional protection to property owners. This ordinance allows property owners to specifically grant local law enforcement the authority to act as their agent to enforce trespassing laws without the property owner being present. This provision is commonly used in counties and cities in the Commonwealth.</p> <p>This provision is particularly helpful in the context of rental properties, commercial areas, or other property with absentee property owners. It can also help to protect owners of land who have frequent problems with trespassing and illegal dumping.</p> | | | | |
| FISCAL IMPACT: | None | | | | |
| POLICY IMPACT: | N/A | | | | |
| LEGISLATIVE HISTORY: | N/A | | | | |
| ENCLOSURES: | Draft Ordinance | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | XX | | | | SHERIFF |

AN ORDINANCE TO AMEND THE FLUVANNA COUNTY CODE BY THE ADDITION IN CHAPTER 14 OF A SECTION 5, CONCERNING DESIGNATION OF THE SHERIFF AS A "PERSON LAWFULLY IN CHARGE OF THE PROPERTY" FOR THE PURPOSE OF FORBIDDING ANOTHER TO GO OR REMAIN UPON THE LANDS, BUILDINGS OR PREMISES OF THE OWNER

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Section 15.2-1717.1, that the County Code be, and it is hereby, amended, in Chapter 14, by the addition of a Section 14-5, which is hereby enacted as follows:

Sec. 14-5. Designation of the Sheriff as a "person lawfully in charge of the property" for the purpose of forbidding another to go or remain upon the lands, buildings or premises of the owner.

Pursuant to § 15.2-1717.1 of the Code of Virginia, the owner of real property located within the County may make, and the Sheriff may accept, designation by such owner, designating the Sheriff as a "person lawfully in charge of the property" for the purpose of forbidding another to go or remain upon the lands, buildings or premises of the owner as specified in the designation. Any such designation shall be in writing and shall be kept on file with the Sheriff. The Sheriff shall promulgate rules, regulations and/or a procedure for the acceptance and use of such designation.

For purposes of this section, "the Sheriff" shall be deemed to include all lawfully appointed and serving deputies, as well as the Sheriff in person.

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB B

| | | | | | |
|------------------------------|--|---------------|-----------------------------|----------------|-------|
| MEETING DATE: | July 5, 2017 | | | | |
| AGENDA TITLE: | VRA Bond Public Hearing - ZXR Water/Sewer Project | | | | |
| MOTION(s): | I move the Board of Supervisors approve the resolution entitled "FINAL RESOLUTION REGARDING A PLAN OF FINANCING WITH THE VIRGINIA RESOURCES AUTHORITY" which affirms and ratifies that resolution approved by the Board of Supervisors on June 21, 2017, which shall be for a term not to exceed 20 years, in a principal amount not to exceed \$8,500,000, and bear interest at a rate not to exceed 4.25% for the Zion Crossroads Water and Sewer Project. | | | | |
| STRATEGIC INITIATIVE? | Yes | No | If yes, list initiative(s): | | C7 |
| | X | | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other |
| | X | X | | | |
| STAFF CONTACT(S): | Eric Dahl, Deputy County Administrator / Director of Finance | | | | |
| PRESENTER(S): | Eric Dahl, Deputy County Administrator / Director of Finance | | | | |
| RECOMMENDATION: | I recommend approval of the motion as stated above. | | | | |
| TIMING: | Important. If not approved on July 5, 2017, either a special meeting would have to be called or the financing cannot proceed, since there are no additional Board of Supervisors meetings before the bond sale date of August 2, 2017. | | | | |
| DISCUSSION: | <p>Code of Virginia 15.2-2606: "...before the final authorization of any bonds by a locality, the governing body of the locality shall hold a public hearing on the proposed bond issue. Notice of the hearing shall be published once a week for two successive weeks in a newspaper published or having general circulation in the locality. The notice shall state the general purpose or purposes and the estimated maximum amount of the bonds proposed to be issued and shall specify the time and place of the hearing at which persons may appear and present their views. "</p> <p>Approving the attached final resolution will provide Fluvanna County with the opportunity to finance the Zion Crossroads Water & Sewer Project with favorable financing terms through the Virginia Resource Authority. Below is a list of key dates for moving forward:</p> <ul style="list-style-type: none"> • June 21, 2017 – BOS approved the Resolution and ratified the advertisement of VRA Bond Public Hearing • June 23, 2017 – VRA Received all local approvals (Resolution) thirty days prior to the Bond Sale Date • June 22 and 29, 2017 – Advertisements for VRA Bond Public Hearing • July 5, 2017 – Public Hearing is held for the VRA financing and the BOS approves the Final Resolution and ratifies the Resolution from June 21, 2017. • August 2, 2017 – Tentative Bond Sale Date | | | | |

| | | | | | |
|-----------------------------|--|----------|------------|----|-------|
| FISCAL IMPACT: | Based on a True Interest Cost of 3.00% from 6/12/17, amortized over 20 years, at an not to exceed amount \$8.5M, the average estimated debt service would be roughly \$576K annually. These are the current estimates and staff is working in conjunction with our financial advisors and the Virginia Resource Authority to monitor interest rates up until final pricing. | | | | |
| POLICY IMPACT: | <p>The issuance of additional debt will likely increase our debt service ratio. Per the Debt Management Policy, the ratio of governmental fund debt service expenditures as a percent of total governmental fund operating revenues should not exceed 12%. Per the CAFR ending 6/30/16, our debt service ratio was 16.67%. The projected debt service ratio for future FY's using FY16 total governmental fund operating revenue of \$46,275,002 is estimated as follows:</p> <ul style="list-style-type: none"> • FY17 - 06/30/17: ~16.5% • FY18 - 06/30/18: ~18.5% • FY19 - 06/30/19: ~19.5% <p>These amounts are based off of a conservative revenue amount of \$46,275,002 from 6/30/16. Every \$1M in additional revenue above the \$46,275,002 will lower the debt service ratio by ~0.40%.</p> | | | | |
| LEGISLATIVE HISTORY: | N/A | | | | |
| ENCLOSURES: | <ul style="list-style-type: none"> • Resolution entitled "Final Resolution Approving a Plan of Financing with the Virginia Resources Authority" • Local Bond • Local Bond Sale and Financing Agreement • Resolution entitled "Resolution Approving a Plan of Financing with the Virginia Resources Authority" adopted June 21, 2017 | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| | X | X | | | |

**FINAL RESOLUTION REGARDING A PLAN OF FINANCING WITH
THE VIRGINIA RESOURCES AUTHORITY**

WHEREAS, there has been described to the Board of Supervisors (the “Board”) of Fluvanna County, Virginia (the “County”), the plan to extend water and wastewater infrastructure to the Zion Crossroads area of the County (the “Project”), and to finance all or part of the Project through the issuance by the County of a water and sewer revenue bond in the estimated maximum principal amount not to exceed \$8,500,000 (the “Bond”) to be sold by the County to the Virginia Resources Authority (“VRA”), which is expected to purchase the Bond pursuant to a Local Bond Sale and Financing Agreement between the County and VRA (the “Bond Sale Agreement”) with a portion of the proceeds of the sale of the VRA’s Series 2017B Bonds (Virginia Pooled Financing Program). Proceeds generated from the sale of the Bond to VRA will be used by the County for the purpose of financing the planning, acquisition and construction of the Project and paying certain costs of issuance of the Bond;

WHEREAS, On July 21, 2017, the Board approved a Resolution (the “Initial Resolution”) authorizing the issuance of the Bond by the County, subject to the County’s satisfaction of applicable law, including without limitation the Public Finance Act (Section 15.2-2600, et. seq., of the Code of Virginia of 1950, as amended) (the “Act”); and

WHEREAS, the Board held a public hearing on July 5, 2017 as required under Section 15.2-2606 of the Act; and

WHEREAS, the Board now desires to ratify and affirm the matters and authorizations set forth in the Initial Resolution, and to approve the substantially final form of the Bond and the Bond Sale Agreement; and

WHEREAS, there have been presented to this meeting or to the County in accordance with its procedures the following documents and instruments which the County proposes to execute to carry out the transactions described above:

- (a) The form of the Bond; and
- (b) The form of the Bond Sale Agreement.

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

1. The recitals made in the preambles to this resolution are hereby approved by the Board and are incorporated in, and deemed a part of, this resolution.
2. The Initial Resolution is hereby ratified and affirmed, and declared by the Board to be fully effective as of the date hereof.
3. The Bond and the Bond Sale Agreement shall be in substantially the forms presented at this meeting, each of which is hereby approved, with such completions, omissions, insertions and changes as may be approved by the Chairman or Vice Chairman of the Board, or the

County Administrator or Deputy County Administrator, with his execution to constitute conclusive evidence of his approval of any such omissions, insertions and changes.

4. The Board hereby authorizes and directs the County Administrator or Deputy County Administrator to execute the Bond Sale Agreement and to deliver such signature to VRA, to be held by VRA pending the pricing and closing of the VRA's Series 2017B Bonds (Virginia Pooled Financing Program), and to take all other necessary action to cause the issuance by the County of the Bond, the sale of the Bond to VRA, and the financing of the Project, all as more fully set forth in the Initial Resolution.

5. All other acts of the officers of the Board which are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bond are hereby ratified, approved and confirmed.

6. This resolution shall take effect immediately upon its adoption.

CERTIFICATE

The undersigned Clerk of the Board of Supervisors (the "Board") of the County of Fluvanna, Virginia (the "County") hereby certifies that:

1. A meeting of the Board was duly called and held on July 5, 2017 (the "Meeting").

2. Attached hereto is a true, correct and complete copy of a resolution (the "Resolution") of the Board entitled "**FINAL RESOLUTION REGARDING A PLAN OF FINANCING WITH THE VIRGINIA RESOURCES AUTHORITY**" as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Board present and voting during the Meeting.

3. A summary of the members of the Board present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

| <u>Member Name</u> | <u>Voting</u> | | | | |
|------------------------------------|----------------|---------------|------------|-----------|-------------------|
| | <u>Present</u> | <u>Absent</u> | <u>Yes</u> | <u>No</u> | <u>Abstaining</u> |
| John M. Sheridan, Chairperson | _____ | _____ | _____ | _____ | _____ |
| Mozell H. Booker, Vice Chairperson | _____ | _____ | _____ | _____ | _____ |
| Donald W. Weaver | _____ | _____ | _____ | _____ | _____ |
| Patricia B. Eager | _____ | _____ | _____ | _____ | _____ |
| Tony O'Brien | _____ | _____ | _____ | _____ | _____ |

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

Dated: July 5, 2017

WITNESS my signature and the seal of the Board of Supervisors of Fluvanna County, Virginia this ____ day of July, 2017.

Clerk, Board of Supervisors of the County
of Fluvanna, Virginia

[SEAL]

Exhibit A

[Approving Resolution adopted on June 21, 2017]

**Revenue / Moral Obligation
New Money**

LOCAL BOND SALE AND FINANCING AGREEMENT

between

VIRGINIA RESOURCES AUTHORITY

and

COUNTY OF FLUVANNA, VIRGINIA

Dated as of June 23, 2017

**Virginia Resources Authority
Infrastructure and State Moral Obligation Revenue Bonds
(Virginia Pooled Financing Program)
Series 2017B (Tax-Exempt)**

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LOCAL BOND SALE AND FINANCING AGREEMENT

This **LOCAL BOND SALE AND FINANCING AGREEMENT** is dated as of June 23, 2017, and is between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia ("VRA"), and the **COUNTY OF FLUVANNA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Local Government").

A. VRA intends to issue its Related Series of VRA Bonds, as hereinafter defined, and to use a portion of the proceeds thereof to acquire from the Local Government the Local Bond, as hereinafter defined.

B. VRA and the Local Government wish to set forth herein certain terms, conditions and provisions related to the purchase of the Local Bond, the application of the proceeds thereof, the payment of the debt service thereon and the security therefor, and the use and maintenance of the Related Financed Property, as hereinafter defined.

NOW, THEREFORE, VRA and the Local Government agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Each capitalized term contained in this Agreement has the meaning set forth below:

"2017B Acquisition Fund" has the meaning set forth in the Related Supplemental Series Indenture.

"Act" means the Virginia Resources Authority Act, Chapter 21, Title 62.1 of the Code of Virginia of 1950, as amended.

"Agreement" means this Local Bond Sale and Financing Agreement dated the date first written above, between VRA and the Local Government, as modified, altered, amended or supplemented in accordance with the terms hereof.

"Annual Budget" means the budget of the System for each Fiscal Year.

"Business Day" means any day on which commercial banking institutions are generally open for business in New York, New York and Richmond, Virginia.

"Closing Date" means August 16, 2017, or such other date as may be determined by VRA.

"Commonwealth" means the Commonwealth of Virginia.

"Consulting Engineer" means the Local Engineer or the Outside Engineer.

"Effective Date" means July 6, 2017.

"Event of Default" has the meaning set forth in Section 10.1.

"Existing Parity Bonds" has the meaning set forth in Section 2.2(n).

"Financing Parameters" means the parameters established by the governing body of the Local Government regarding the terms and conditions of the Local Bond, which may include a maximum par amount, maximum "true" interest cost or targeted savings.

"Fiscal Year" means the 12-month period beginning July 1 of one year and ending on June 30 of the following year, or if the Local Government has established another 12-month period as its annual accounting period such other 12-month period.

"Government Obligations" means direct obligations of, or obligations the payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America.

"Local Account" means the local account established for the Local Bond within the 2017B Acquisition Fund.

"Local Authorization" means, collectively, the resolutions adopted on June 21, 2017, and July 5, 2017, each by a majority of the members of the governing body of the Local Government together approving (i) the transactions contemplated by and authorizing the execution and delivery of the Local Bond Documents and (ii) the execution, issuance and sale of the Local Bond subject to the Financing Parameters.

"Local Bond" means the Local Government's Water and Sewer Revenue Bond, Series 2017, issued in the original principal amount set forth in Schedule 1.1, as such bond may be amended or modified.

"Local Bond Documents" means this Agreement and the Local Tax Document.

"Local Engineer" means an officer or employee of the Local Government so designated in writing by a Local Representative, which officer or employee (i) is licensed as a professional engineer in Virginia, (ii) has recognized standing and experience in the design and construction of facilities similar to the Project and (iii) is subject to VRA's reasonable approval.

"Local Government" means the County of Fluvanna, Virginia.

"Local Representative" means (i) the chair or vice chair of the governing body of the Local Government, (ii) the chief executive officer of the Local Government and (iii) any other official or employee of the Local Government authorized by resolution of the governing body of the Local Government to perform the act or sign the document in question.

"Local Tax Document" means the Nonarbitrage Certificate and Tax Compliance Agreement dated the Closing Date, between the Local Government and VRA, as modified, altered, amended and supplemented.

"Master Indenture" means the Master Indenture of Trust dated as of December 1, 2003, between VRA and the Trustee, as modified, altered, amended and supplemented in accordance with its terms.

"Net Revenues Available for Debt Service" means the Revenues less amounts necessary to pay Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means the costs of operating and maintaining the System determined under generally accepted accounting principles, exclusive of (i) interest on any debt payable from Revenues, (ii) depreciation and other items not requiring the expenditure of cash, (iii) any amounts expended for capital replacements, repairs and maintenance not recurring either annually or biannually, depending on the customary practice of performing operation and maintenance, or reserves therefor, and (iv) reserves for administration, operation and maintenance occurring in the normal course of business.

"Outside Engineer" means a firm of independent consulting engineers with recognized standing in the field of water and sewer engineering and licensed as professional engineers in Virginia that the Local Government designates in writing, subject to VRA's reasonable approval.

"Parity Bonds" means the bonds and other obligations of the Local Government secured by a pledge of Revenues on a parity with the lien of the pledge of Revenues that secures the Local Bond.

"Proceeds Requested" means \$8,502,112 or such other amount requested in writing by the Local Government and approved by VRA prior to the Sale Date.

"Project" means the project described in Exhibit B.

"Project Budget" means the budget for the Project set forth in Schedule 1.1.

"Project Costs" means the costs of the Project to the extent such costs are included in the definition of "cost" set forth in Section 62.1-199 of the Act, and includes the refunding of obligations of VRA or the Local Government issued to finance or refinance "costs" set forth in Section 62.1-199 of the Act.

"Purchase Price" has the meaning set forth in Schedule 1.1 and represents the amount received by the Local Government from the sale of the Local Bond to VRA. The Purchase Price of the Local Bond will be determined by adding to or subtracting from the portion of the par amount of the Related Portion of VRA Bonds the Local Government's share of the net original issue premium or discount on the Related Series of VRA Bonds and by subtracting from the par amount of the Related Portion of VRA Bonds the Local Government's share of VRA's expenses as set forth in Section 3.2 and the Local Government's share of the deposit on the Closing Date to any applicable VRA Reserve. It is acknowledged that the Purchase Price does not include any accrued interest on the Local Bond from its dated date to the Closing Date.

"Qualified Independent Consultant" means an independent professional consultant having the skill and experience necessary to provide the particular certificate, report or approval required by the provision of this Agreement in which such requirement appears, including

without limitation an Outside Engineer, and an independent certified public accountant or firm of independent certified public accountants; provided, however, all Qualified Independent Consultants are subject to the reasonable approval of VRA.

"Registrar" means the officer or employee of the Local Government designated under the Local Authorization to maintain the registration books for the Local Bond.

"Related Financed Property" means the land, building, equipment and other property, the acquisition, construction, renovation, or equipping of which was financed by the Local Bond as part of the Project.

"Related Portion of VRA Bonds" means the portion of the Related Series of VRA Bonds allocable to the Local Bond (as determined by VRA), including any bonds issued by VRA to refund such Related Series of VRA Bonds in whole or in part.

"Related Series of VRA Bonds" means the Virginia Resources Authority Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2017B (Tax-Exempt) (or such other series of Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program that is specified in Schedule 1.1), in the original aggregate principal amount set forth in Schedule 1.1, and, unless the Local Government receives notice to the contrary from VRA, any bonds issued by VRA to refund the Related Series of VRA Bonds in whole or in part.

"Related Supplemental Series Indenture" means the Thirty-Ninth Supplemental Series Indenture of Trust dated as of August 1, 2017, between VRA and the Trustee, as modified, altered, amended and supplemented in accordance with its terms and those of the Master Indenture.

"Revenue Fund" has the meaning set forth in the Master Indenture.

"Revenues" means (i) all rates, fees, rentals, charges and other income properly allocable to the System under generally accepted accounting principles or resulting from the Local Government's ownership or operation of the System and all rights to receive the same, whether now existing or hereafter coming into existence, exclusive of user and other deposits subject to refund until such deposits have become the Local Government's property, (ii) the proceeds of any insurance covering business interruption loss relating to the System, (iii) interest on any money or securities related to the System held by or on behalf of the Local Government and (iv) any other income from other sources now or hereafter pledged or specifically made available by or on behalf of the Local Government to or for the payment of Operation and Maintenance Expenses or debt service on Parity Bonds (including amounts without limitation appropriated and paid pursuant to Section 5.5 below).

"Sale Date" means August 2, 2017, or such other date specified in Schedule 1.1.

"Subordinate Debt" means obligations of the Local Government secured by a pledge of Revenues expressly made subordinate to the pledge securing the Local Bond and any other Parity Bonds, and any obligations to make deposits related to reserve funds, rebate funds and similar funds or accounts established for the benefit of the Local Bond or any other Parity Bonds.

"Supplemental Interest" has the meaning set forth in Section 6.1.

"System" means all plants, systems, facilities, equipment or property owned, operated or maintained by the Local Government and used in connection with the supply, treatment, storage or distribution of water and the and the collection and treatment of wastewater in the Zions Crossroads Community Planning Area of the Local Government's jurisdiction, as the same may exist from time to time, and includes the Related Financed Property.

"Trustee" means U.S. Bank National Association, Richmond, Virginia, as trustee under the Master Indenture and the Related Supplemental Series Indenture, or its successors serving in such capacity.

"Virginia SNAP" means the Commonwealth of Virginia State Non-Arbitrage Program.

"VRA" means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth.

"VRA Bonds" means the Related Series of VRA Bonds and any additional bonds issued under the Master Indenture.

"VRA Reserve" means any one or more of the Capital Reserve Fund, the Infrastructure Debt Service Reserve Fund, the Operating Reserve Fund, a CRF Credit Facility or an Infrastructure Revenue DSRF Facility, each as defined in the Master Indenture.

Section 1.2 Rules of Construction. The following rules apply to the construction of this Agreement unless the context requires otherwise:

(a) Singular words connote the plural number as well as the singular and vice versa.

(b) Words importing the redemption or calling for redemption of the Local Bond do not refer to or connote the payment of the Local Bond at its stated maturity.

(c) All references in this Agreement to particular Articles, Sections or Exhibits are references to Articles, Sections or Exhibits of this Agreement unless otherwise indicated.

(d) The headings and table of contents as used in this Agreement are solely for convenience of reference and do not constitute a part of this Agreement and do not affect its meaning, construction or effect.

ARTICLE II REPRESENTATIONS

Section 2.1 Representations by VRA. VRA represents to the Local Government as follows:

(a) VRA is a duly created and validly existing public body corporate and political subdivision of the Commonwealth vested with the rights and powers conferred upon it under the Act.

(b) VRA has full right, power and authority to (i) issue, sell and deliver the Related Series of VRA Bonds, (ii) direct the Trustee to use a portion of the proceeds of the Related Series of VRA Bonds to purchase the Local Bond from the Local Government as contemplated under the Related Supplemental Series Indenture and this Agreement and (iii) carry out and consummate all other transactions contemplated by this Agreement.

(c) VRA has duly authorized, executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of VRA enforceable against VRA in accordance with its terms.

Section 2.2 Representations by Local Government. The Local Government represents to VRA as follows:

(a) The Local Government is a duly created and validly existing Virginia "local government" (as defined in Section 62.1-199 of the Act) and is vested with the rights and powers conferred upon it by Virginia law.

(b) The Local Government has full right, power and authority to (i) adopt the Local Authorization and execute and deliver the Local Bond Documents and all related documents, (ii) issue and sell its Local Bond to VRA and deliver the Local Bond to the Trustee in accordance with VRA's direction, (iii) own and operate the Related Financed Property and the System, (iv) undertake the Project and (v) carry out and consummate all of the transactions contemplated by the Local Authorization, the Local Bond and the Local Bond Documents.

(c) The Local Authorization authorized the execution and delivery of this Agreement and this Agreement is in substantially the same form as presented to the Local Government's governing body at its meeting at which the Local Authorization was adopted. The Local Authorization was filed in the Circuit Court of the County of Fluvanna on June 22, 2017.

(d) The Local Government has obtained all governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the Effective Date for the Local Government's (i) adoption of the Local Authorization, (ii) execution and delivery of the Local Bond Documents and the Local Bond, (iii) performance of its obligations under the Local Bond Documents and the Local Bond, (iv) the undertaking of the Project and (v) the operation and use of the Related Financed Property and the System. The Local Government knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations or approvals not required to be obtained by the Effective Date cannot be obtained as required in the future.

(e) The Local Government has executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of the Local Government enforceable against the Local Government in accordance with its terms.

(f) When executed and delivered in accordance with the Local Authorization and this Agreement, the Local Bond will have been executed and delivered by duly authorized officials of the Local Government and will constitute a legal, valid and binding limited obligation of the Local Government enforceable against the Local Government in accordance with its terms.

(g) The issuance of the Local Bond and the execution and delivery of the Local Bond Documents and the performance by the Local Government of its obligations thereunder are within the powers of the Local Government and will not conflict with, or constitute a breach or result in a violation of (i) to the best of the Local Government's knowledge, any federal, or Virginia constitutional or statutory provision, including the Local Government's charter or articles of incorporation, if any, (ii) any agreement or other instrument to which the Local Government is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Local Government or its property.

(h) The Local Government is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to this Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

(i) The Local Government (i) to the best of the Local Government's knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way that would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond or the Local Bond Documents and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Local Government is a party or by which it is bound or to which any of its assets is subject that would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond and the Local Bond Documents. The Local Government's execution and delivery of the Local Bond and the Local Bond Documents and its compliance with the terms and conditions thereof will not conflict with or result in a breach of or constitute a default under any of the foregoing.

(j) The Local Government reasonably expects that, unless otherwise permitted by the terms of the Local Bond Documents or approved by VRA, the Local Government will own, operate and control the Related Financed Property and the System at all times during the term of the Local Bond.

(k) Except as set forth in Exhibit C, there are not pending nor, to the best of the Local Government's knowledge, threatened against the Local Government, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature (i) affecting the creation, organization or existence of the Local Government or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Authorization or the Local Bond Documents or the issuance or delivery of the Local Bond, (iii) in any way contesting or affecting the validity or

enforceability of the Local Bond, the Local Authorization, the Local Bond Documents or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Local Government or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Authorization, the Local Bond Documents or the Local Bond or (v) affecting the Project.

(l) The financial statements, applications and other information that the Local Government furnished to VRA in connection with this Agreement fairly and accurately portray the Local Government's financial condition, as of their dates, and there has been no material adverse change in the financial condition of the Local Government since the date of the financial statements provided to VRA in connection with this Agreement.

(m) Nothing that would constitute an Event of Default hereunder has occurred and is continuing, and no event or condition exists that with the passage of time or the giving of notice, or both, would constitute an Event of Default hereunder.

(n) A list of all Parity Bonds that are outstanding on the date of this Agreement is attached as Exhibit J (the "Existing Parity Bonds").

(o) Except for the Existing Parity Bonds, there is no indebtedness of the Local Government secured by a pledge of Revenues prior to or on a parity with the lien of the pledge of Revenues that secures the Local Bond.

Section 2.3 Representations Remade as of the Sale Date. (a) It shall be a condition precedent of VRA's obligation to sell the Related Series of VRA Bonds that the Local Government's representations and warranties set forth in Section 2.2 be true and accurate in all respects on the Sale Date.

(b) If prior to the Sale Date, any representation or warranty set forth in Section 2.2 becomes untrue or inaccurate, then the Local Government shall notify VRA within one Business Day of becoming aware of such facts, and VRA, in its sole and absolute discretion, shall determine whether to sell VRA Bonds on behalf of the Local Government, which series of VRA Bonds (if any) to sell on behalf of the Local Government and any additional conditions precedent to the sale of such VRA Bonds or the purchase of the Local Bond.

ARTICLE III PURCHASE OF THE LOCAL BOND

Section 3.1 Purchase of the Local Bond. (a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth or incorporated herein, VRA shall purchase, solely from the proceeds of the Related Series of VRA Bonds, all, but not less than all, of the Local Bond from the Local Government, and the Local Government shall, subject to the Financing Parameters, sell and deliver to VRA the Local Bond for the Purchase Price. The Local Government acknowledges that the Purchase Price is determined by VRA, is subject to VRA's Purchase Price Objective (as defined below) and market conditions as described below, and is expected to be substantially equal to the Proceeds Requested. The Local Government shall issue the Local Bond pursuant to the Local Authorization and in substantially

the form of Exhibit A to this Agreement. As a condition of VRA entering into this Agreement, the Local Government shall deliver to VRA a copy of the Local Authorization as adopted prior to the date hereof.

(b) The Local Government acknowledges that VRA has advised the Local Government that its objective is to pay the Local Government the Purchase Price for its Local Bond which in VRA's judgment reflects the market value of the Local Bond ("Purchase Price Objective"), taking into consideration the Financing Parameters, the purchase price received by VRA for the Related Series of VRA Bonds, the underwriters' discount and other issuance costs of the Related Series of VRA Bonds and other market conditions relating to the sale of the Related Series of VRA Bonds. The Local Government further acknowledges that VRA has advised it that such factors may result in the Local Bond having a value other than par and that in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested, the Local Government may need to issue the Local Bond with a par amount that is greater or less than the Proceeds Requested. The Local Government shall not issue the Local Bond if doing so would violate any Financing Parameter. The Local Government shall issue the Local Bond at a par amount that provides, to the fullest extent practicable given VRA's Purchase Price Objective, a Purchase Price at least equal to the Proceeds Requested, all in accordance with the Local Authorization. The Local Government acknowledges that the Purchase Price will be less than the Proceeds Requested if any Financing Parameter prevents VRA from generating a Purchase Price substantially equal to the Proceeds Requested, based upon VRA's Purchase Price Objective.

Section 3.2 Issuance Expenses. VRA shall pay, or cause to be paid, from the proceeds of the Related Series of VRA Bonds all expenses incident to the performance of VRA's obligations under and the fulfillment of the conditions imposed by this Agreement in connection with the issuance, sale and delivery of the Related Series of VRA Bonds and the purchase of the Local Bond on the Closing Date, including, but not limited to: (i) the cost, if any, of preparing and delivering the Related Series of VRA Bonds; (ii) the cost of preparing, printing and delivering the Preliminary Official Statement and the Official Statement for the Related Series of VRA Bonds and any amendment or supplement thereto; (iii) the fees and expenses of the financial advisor(s) and bond counsel to VRA; and (iv) all other costs and expenses incurred by VRA. The Local Government shall pay all expenses of the Local Government incident to the issuance, sale and delivery of the Local Bond, including, but not limited to the fees and disbursements of the financial advisor, counsel and bond counsel to the Local Government from the Purchase Price or other funds of the Local Government.

Section 3.3 Schedule 1.1. VRA shall complete Schedule 1.1, which shall set forth, among other things, the principal amount, interest rates, payment schedule and Purchase Price with respect to the Local Bond and the principal amount of the Related Series of VRA Bonds on or after the Sale Date. VRA shall deliver the completed Schedule 1.1 to the Local Government and shall attach Schedule 1.1 to this Agreement. Upon delivery to the Local Government, the completed Schedule 1.1 shall become a part of this Agreement the same as if it were a part hereof on the Effective Date.

Section 3.4 Conditions Precedent to Purchase of the Local Bond. VRA shall not be required to cause the Trustee to purchase the Local Bond unless:

VRA: (a) VRA has received the following, all in form and substance satisfactory to

(1) Certified copies of the Local Authorization and all other ordinances and resolutions of the Local Government relating to the Local Bond Documents and the Local Bond, if any.

(2) A certificate of the appropriate officials of the Local Government dated the Closing Date as to the matters set forth in Section 2.2 and Section 2.3 (to the extent applicable), including appropriate certifications regarding the Local Bond Documents, and such other matters as VRA may reasonably require.

(3) Evidence that the Local Government has performed and satisfied all of the terms and conditions contained in this Agreement to be performed and satisfied by it as of such date.

(4) An opinion of counsel to the Local Government in substantially the form attached as Exhibit F.

(5) An opinion of bond counsel to the Local Government in form and substance reasonably satisfactory to VRA.

(6) Evidence that the Local Government has complied with the insurance provisions set forth in Section 8.1 and Section 8.2.

(7) The executed Local Bond and original executed counterparts of the Local Tax Document.

(8) A certificate of an Outside Engineer giving the Outside Engineer's estimate of the construction portion of the total Project Costs to be financed with the proceeds of the Local Bond, which estimate must be in an amount and otherwise compatible with the financing plan described in the Project Budget.

(9) A certificate of an Outside Engineer (i) to the effect that the Purchase Price and funds available from the other sources specified in the Project Budget will be sufficient to pay all of the estimated Project Costs and (ii) specifying the date the Local Government is expected to complete the Project.

(10) A certificate of an Outside Engineer or a Qualified Independent Consultant, including supporting documentation, to the effect that during the first two complete Fiscal Years following the estimated completion date of the Project, the projected Net Revenues Available for Debt Service will satisfy the Local Government's rate covenant under Section 5.2(a). In providing this certificate, the Outside Engineer or Qualified Independent Consultant may take into consideration future System rate increases, provided that such rate increases have been duly approved by the Local Government's governing body and any other person or entity required to give approval for the rate increase to become effective. In addition, the Outside Engineer or Qualified Independent Consultant may take into consideration additional future revenues to be

derived under existing contractual arrangements entered into by the Local Government and from reasonable estimates of growth in the Local Government's consumer base.

(11) A certificate of an Outside Engineer to the effect that (i) all governmental permits, licenses, registrations, certificates, authorizations and approvals for the undertaking of the Project and the operation and use of the System required to have been obtained as of the Closing Date have been obtained and (ii) the Outside Engineer knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations and approvals for the undertaking of the Project and the operation and use of the System cannot be obtained as required in the future.

(12) Evidence that the Local Government is in compliance with the construction contract provisions set forth in Section 7.13 with respect to any existing contracts as of the Closing Date.

(13) Evidence that the Local Government has satisfied all conditions precedent to the issuance of the Local Bond as a "Parity Bond" under the financing documents for the Existing Parity Bonds.

(14) Such other documentation, certificates and opinions as VRA may reasonably require as set forth in Schedule 1.1.

(b) The initial purchasers of the Related Series of VRA Bonds have paid in full and VRA has accepted the purchase price for the Related Series of VRA Bonds on the Closing Date. It is understood that the sole source of funds to pay the Purchase Price is a portion of the proceeds of the Related Series of VRA Bonds.

ARTICLE IV USE OF PURCHASE PRICE

Section 4.1 Deposit of Purchase Price; Investment of Amounts in Local Account.

(a) On the Closing Date, VRA shall cause the Trustee to deposit the Purchase Price into the Local Account and to apply the Purchase Price and the earnings thereon as set forth in the Related Supplemental Series Indenture, this Agreement and the Local Tax Document.

(b) The Local Government acknowledges and consents to the investment of the Purchase Price and the earnings thereon in Virginia SNAP.

Section 4.2 Agreement to Accomplish Project. (a) The Local Government shall cause the Project to be acquired, constructed, expanded, renovated, equipped or financed as described in Exhibit B and in accordance with the Project Budget, this Agreement, the Local Tax Document and the plans, specifications and designs prepared by the Consulting Engineer and approved by the Local Government. The Local Government shall complete, or cause to be completed, the Project by the date set forth in the certificate delivered under Section 3.4(a)(4). The Local Government shall obtain the approval of all applicable regulatory agencies to all plans, specifications and designs for the Project. The Local Government shall maintain complete

and accurate books and records of the Project Costs and permit VRA or the Trustee through their representatives to inspect such books and records at any reasonable time.

(b) Upon completion of the Project, the Local Government shall promptly deliver to VRA and the Trustee a certificate signed by a Local Representative and by the Consulting Engineer stating (i) that the Project has been completed substantially in accordance with this Article and in substantial compliance with all material applicable laws, ordinances, rules and regulations, (ii) the date of such completion and (iii) that all certificates of occupancy or other material permits then necessary for the use, occupancy and operation of the Related Financed Property have been issued or obtained. Such certificate shall be accompanied by a copy of the final requisition submitted to the Trustee pursuant to Section 4.3, including Schedule 1 thereto.

(c) If upon completion of the Project and payment of all related costs of issuance, there is a balance remaining in the Local Account, the Trustee shall disburse any remaining balance to the Local Government to partially reimburse interest on the Local Bond or in such other manner that is permitted under the Act and will not, in the opinion of a nationally-recognized bond counsel delivered to VRA and the Trustee, have an adverse effect on the tax status of the Related Series of VRA Bonds.

Section 4.3 Disbursement of Purchase Price and Earnings. Except as provided in Section 4.2(c), the Local Government shall apply the amounts in the Local Account solely and exclusively to the payment or reimbursement of the Local Government for the Project Costs. Not more frequently than once per calendar month, the Trustee shall disburse amounts from the Local Account to the Local Government or as directed by the Local Government upon the Trustee's receipt of the following:

(a) A requisition (upon which the Trustee and VRA shall be entitled to rely) signed by a Local Representative and containing all information called for by, and otherwise being in the form of, Exhibit D (including the Schedules thereto).

(b) Receipts, vouchers, statements, bills of sale or other evidence of payment of the related Project Costs.

(c) If any requisition includes an item for payment for labor or to contractors, builders or materialmen:

(1) a certificate, signed by a Consulting Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project; and

(2) a certificate, signed by a Consulting Engineer (that may rely on representations of counsel or a title insurance agency reasonably acceptable to VRA), stating that no notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable under the requisition to any of the persons, firms or corporations named in it has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the requisition.

(d) If any requisition includes an item for payment of the cost of acquisition of any lands or easements, rights or interests in or relating to lands, there shall also be attached to such requisition:

(1) a certificate, signed by a Consulting Engineer, stating that such lands, easements, rights or interests are being acquired and are necessary or convenient for the construction of the Project; and

(2) a certificate, signed by a Consulting Engineer (that may rely on representations of counsel or a title insurance agency reasonably acceptable to VRA), stating that upon payment therefor the Local Government will have title in fee simple to, or easements, rights or interests sufficient for the purposes of, the Project over and through the subject lands.

Following VRA's approval of each such requisition and accompanying invoice(s) and certificate(s), which approval will not unreasonably be withheld, the Trustee shall pay the requisition from the Local Account in accordance with the instructions in such requisition.

The Local Government agrees that any amounts disbursed to it or for its account from the Local Account will be (i) immediately applied to reimburse the Local Government for Project Costs it has already paid or (ii) actually spent to pay Project Costs not later than five banking days after receipt.

Section 4.4 No Sufficiency Warranty by VRA; Local Government Required to Complete Project. VRA makes no warranty, either express or implied, that the Purchase Price will be sufficient to pay all or any particular portion of the Project Costs. If the Purchase Price is not sufficient to pay in full the cost of the Project, the Local Government shall complete the Project at its own expense and shall not be entitled to any reimbursement therefor from VRA or any abatement, diminution or postponement of its payments under the Local Bond or this Agreement.

ARTICLE V PLEDGE AND SECURITY

Section 5.1 Pledge. Subject to the Local Government's right to apply Revenues to the payment of Operation and Maintenance Expenses, the Revenues are hereby pledged to secure the payment of the principal of and premium, if any, and interest on the Local Bond and the payment and performance of the Local Government's obligations under this Agreement on a parity with any Parity Bonds. This pledge shall be valid and binding from and after the Closing Date. The Revenues, as received by the Local Government, shall immediately be subject to the lien of this pledge without any physical delivery of them or further act. Except as stated above, the lien of this pledge shall have priority over all other obligations and liabilities of the Local Government payable from Revenues, and the lien of this pledge shall be valid and binding against all parties having claims of any kind against the Local Government regardless of whether such parties have notice of this pledge. Until the occurrence and continuation of an Event of Default, the Local Government may, after the application each month of Revenues to the payment of the Operation

and Maintenance Expenses and debt service on the Local Bond and any other Parity Bonds, use the Revenues for any lawful purpose.

Section 5.2 Rate Covenant. (a) The Local Government shall fix and collect rates, fees and other charges for the use of and for services furnished or to be furnished by its System, and will from time to time revise such rates, fees and other charges so that in each Fiscal Year the Net Revenues Available for Debt Service will equal at least 100% of the amount required during the Fiscal Year to pay the principal of and interest on the Local Bond and all other Parity Bonds.

(b) If, for any reason, the Net Revenues Available for Debt Service are insufficient to satisfy the covenant set forth in subsection (a), the Local Government shall (i) on its demand, pay to VRA a rate maintenance penalty fee in an amount of \$5,000, and (ii) within 90 days adjust and increase its rates, fees and other charges or reduce its Operation and Maintenance Expenses so as to provide sufficient Net Revenues Available for Debt Service to satisfy such requirement.

(c) On or before the last day of each Fiscal Year, the Local Government shall review the adequacy of its rates, fees and other charges for the next Fiscal Year, and, if such review indicates the Local Government's rates, fees and other charges will be insufficient to satisfy the rate covenant in subsection (a), the Local Government shall promptly take appropriate action either under Section 5.5 or to increase its rates, fees and other charges or reduce its Operation and Maintenance Expenses to cure any deficiency.

Section 5.3 Annual Budget of the System. Not less than 15 days before the first day of each Fiscal Year, the Local Government shall submit to its governing body and to VRA a copy of a preliminary annual budget, containing all information called for by, and otherwise being in the form of, Exhibit I to this Agreement, for such Fiscal Year setting forth a schedule of the rates, fees and other charges to be imposed by the Local Government, the Revenues estimated to be generated thereby and the expenditures anticipated by the Local Government for operations, maintenance, repairs, replacements, improvements, debt service and other purposes. The Local Government shall adopt, prior to the first day of each Fiscal Year, a budget for such Fiscal Year. The Local Government shall ensure that the adopted budget contains the information required to be included in the preliminary budget. Such budget as approved by the Local Government's governing body is referred to in this Agreement as the "Annual Budget." The Local Government may at any time during any Fiscal Year amend the Annual Budget for such Fiscal Year so long as such amendment does not result in an Event of Default. The Local Government shall promptly submit to VRA, in an electronic format, a copy of the Annual Budget and any amendments thereto.

Section 5.4 Qualified Independent Consultant's Report. (a) If at the end of any Fiscal Year, the Local Government is not in compliance with the rate covenant made by the Local Government in Section 5.2(a), within 210 days after the end of such Fiscal Year, the Local Government shall obtain a report from the Qualified Independent Consultant. The Local Government shall ensure that the report gives advice and makes recommendations as to the proper maintenance, repair, replacement and operation of the System for the next ensuing Fiscal Year and estimating the costs thereof as to the rates, fees, and other charges which should be

established by the Local Government to satisfy the rate covenant in Section 5.2(a). The Local Government shall promptly furnish a copy of such report to VRA and, subject to Section 5.4(b), take measures to implement the recommendations of the Qualified Independent Consultant within 90 days of obtaining such report.

(b) If the Local Government determines that the Qualified Independent Consultant's recommendations are impractical or inappropriate, the Local Government may in lieu thereof adopt other procedures which the Local Government believes will bring it into compliance with the rate covenant made by the Local Government in Section 5.2(a) when such measures have been implemented and become fully effective. Such alternative plan shall be filed with VRA not later than 30 days after receipt of the Qualified Independent Consultant's report along with a detailed explanation of the Local Government's reason for rejecting the Qualified Independent Consultant's recommendations. Notwithstanding anything herein to the contrary, VRA reserves the right, in its sole discretion, to reject such alternate procedures and, to the extent permitted by law, require the Local Government to comply with the Qualified Independent Consultant's recommendations.

Section 5.5 Support Agreement. (a) No later than March 15 of each year beginning March 15, 2018, the County Administrator of the Local Government (the "County Administrator") shall notify VRA in writing of the amount by which Net Revenues Available for Debt Service (excluding any payments that may be made under this Section 5.5) is expected in the next ensuing Fiscal Year to be insufficient to (i) satisfy the Rate Covenant and (ii) pay any amounts due under this Agreement (collectively, the "Annual Deficiency Amount").

(b) The Local Government hereby directs the County Administrator to include the Annual Deficiency Amount in the budget submitted to the governing body of the Local Government (the "Board") for the next ensuing Fiscal Year. The County Administrator shall deliver to VRA within ten days after the adoption of the Local Government's budget for each Fiscal Year, but not later than July 15 of each year, a certificate stating whether the Board has approved and included an amount equal to the Annual Deficiency Amount for transfer to the System in the adopted Local Government budget for such Fiscal Year.

(c) If at any time there is a failure of the Local Government to make a payment of principal of or interest on the Local Bond to pay any amounts due under this Agreement, the County Administrator shall request an appropriation from the Board in an amount sufficient to cover the payment default.

(d) The Local Government agrees that the Board will consider each request for appropriation made pursuant to subsection (c) above at its next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. The Local Government shall notify VRA promptly after such meeting as to whether the amount so required was appropriated. If the Board shall fail to make such appropriation, the County Administrator shall add the amount of such requested appropriation to the Annual Deficiency Amount reported to the Board for the next Fiscal Year.

(e) The Local Government shall pay to the Trustee the amount of any appropriation made pursuant to subsection (c) of this Section. The Local Government and VRA

acknowledge that any amounts appropriated pursuant to this Section are pledged to secure the payment of principal of and premium, if any, and interest on the Local Bond and amounts due under this Agreement, as the case may be.

(f) The Board hereby undertakes a non-binding obligation to appropriate such amounts as may be requested from time to time pursuant to subsections (b) and (c) above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future Fiscal Years, hereby states its intent to make such appropriations in future Fiscal Years, and hereby recommends that future Boards do likewise.

ARTICLE VI PAYMENT AND REDEMPTION OF LOCAL BOND

Section 6.1 Payment of Local Bond and Related Amounts.

(a) Until the principal of and premium, if any, and interest on the Local Bond and all other amounts payable under this Agreement have been paid in full, the Local Government shall pay the Trustee or VRA, as applicable, the following amounts:

(1) to the Trustee, the amounts required by the Local Bond on such dates and in such manner as provided for in the Local Bond – the term "interest," as used in the Local Bond and this Agreement, includes Supplemental Interest, when and if payable;

(2) to the Trustee, on VRA's demand, or to VRA, any amounts payable under the Local Tax Document, including without limitation the costs of any rebate calculation agent;

(3) to VRA, on its demand, a late payment penalty in an amount equal to 5.0% of the payment on the Local Bond not paid within 10 days after its due date;

(4) to the Trustee, the Local Government's share (as determined by VRA) of the annual fees and expenses of the Trustee, less the Local Government's share of the net earnings on the Revenue Fund, Infrastructure Revenue Debt Service Fund and Moral Obligation Debt Service Fund established under the Master Indenture (as determined by VRA), and the Local Government shall pay such amounts no later than 15 days after VRA or the Trustee sends to the Local Government a written bill for them; and

(5) to VRA, the reasonable costs and expenses, including reasonable attorneys' fees, if any, incurred by VRA in connection with (i) an Event of Default or default by the Local Government under this Agreement (ii) any amendment to or discretionary action that VRA undertakes at the request of the Local Government under this Agreement, any other document related to the Related Series of VRA Bonds or the Local Bond or (iii) any claim, lawsuit or other challenge to the Local Bond, the VRA Bonds or this Agreement that arises, at least in part, out of the Local Government's authorization of its issuance of the Local Bond, and the Local Government shall pay such

amounts no later than 15 days after VRA or the Trustee sends to the Local Government a written bill for them.

(b) If any failure of the Local Government to pay all or any portion of any required payment of the principal of or premium, if any, or interest on the Local Bond results in a withdrawal from or a drawing on any VRA Reserve, the interest rates applicable to the Local Bond shall be increased to interest rates sufficient to reimburse the VRA Reserve for any foregone investment earnings on the funds withdrawn therefrom and pay any interest, fees or penalties assessed as a result of the withdrawal from or drawing on the VRA Reserve. The increment of interest payable pursuant to the increase in rates shall be referred to as "Supplemental Interest." The Local Government's obligation to pay Supplemental Interest shall commence on the date of the withdrawal or drawing of funds from the VRA Reserve occasioned by the Local Government's failure to pay a required payment or portion thereof as described above (the "Supplemental Interest Commencement Date"). The Local Government's obligation to pay Supplemental Interest shall terminate on the date on which the Local Government makes all payments required but outstanding since the date of the initial failure to pay (the "Supplemental Interest Termination Date"). From the Supplemental Interest Commencement Date to the Supplemental Interest Termination Date, Supplemental Interest shall be due and payable on the regularly scheduled interest payment dates provided for in the Local Bond. As soon as reasonably possible after the Supplemental Interest Commencement Date and before the next regularly scheduled interest payment date provided for in the Local Bond, VRA shall deliver to the Local Government a certificate as to the increase in interest rates and the amount of Supplemental Interest. The certificate shall set forth in reasonable detail the basis for the increase in interest rates and the manner of calculation of the increase and the amount of Supplemental Interest. Such certificate shall be conclusive (absent manifest error) as to the interest rate increase and amount of Supplemental Interest set forth therein. In determining the interest rate increase and the amount of Supplemental Interest, VRA may use any reasonable averaging and attribution methods.

(c) The Local Government shall pay the amounts described above and make payments as scheduled under the Local Bond despite any amount being withdrawn from or drawn on a VRA Reserve pursuant to the Master Indenture.

Section 6.2 Defeasance and Redemption of Local Bond.

(a) The Local Government shall not defease or redeem the Local Bond (in whole or in part), except as provided in this Section 6.2.

(b) The Local Government shall satisfy the following conditions prior to the defeasance and redemption of the Local Bond:

(1) The Local Government shall provide to VRA not less than 60 days' prior written notice of the deposit of the funds described in (2), (3) and (4) below.

(2) The Local Government shall deposit with the Trustee an amount sufficient for VRA to establish an escrow of cash and non-callable, non-prepayable Government Obligations the principal of and interest on which will be sufficient (without

reinvestment) to cause the defeasance under Article XII of the Master Indenture of the portion of the Related Portion of VRA Bonds corresponding to the portion of the Local Bond to be defeased or prepaid (the "Allocated Portion"). The defeasance of the Allocated Portion may be either to maturity or an earlier redemption date as determined by the Local Government.

(3) The Local Government shall deposit with VRA cash in an amount sufficient, as determined by VRA, to pay for a verification report required for the defeasance of the Allocated Portion under Article XII of the Master Indenture, any costs incurred by VRA in connection with the redemption, refunding and defeasance of the Allocated Portion, all amounts overdue or then due on the Local Bond (including, without limitation, any Supplemental Interest) and all amounts overdue, due or to become due under Section 6.1(a) of this Agreement.

(4) The Local Government shall deposit with VRA cash in an amount equal to the present value of interest that would be paid on the principal of the Allocated Portion at a rate equal to 0.125%, payable semiannually, to the maturity dates of the Allocated Portion or, if earlier, the redemption date or dates of the Allocated Portion. Present value shall be determined by using a discount rate equal to the true interest cost of the Related Portion of VRA Bonds.

(c) VRA will determine which Related Portion of VRA Bonds will be designated as the Allocated Portion and the amounts to be deposited under subsection (b)(2) and (3) above using such reasonable allocation and estimation methods as may be selected by VRA, and VRA's determinations shall be conclusive (absent manifest error).

(d) The Local Government acknowledges that no funds in any VRA Reserve will be available to the Local Government for the defeasance or redemption of the Local Bond.

Section 6.3 Payments and Rights Assigned. The Local Government hereby consents to VRA's assignment to the Trustee of VRA's rights under this Agreement and the Local Bond. The Local Government also hereby acknowledges and consents to the reservation by VRA of the right and license to enjoy and enforce VRA's rights under the Local Bond and this Agreement so long as no Event of Default (as defined in the Master Indenture) with respect to the Related Series of VRA Bonds has occurred and is continuing. Even though VRA will be the registered owner of the Local Bond, the Local Government shall pay directly to the Trustee all amounts payable by the Local Government under the Local Bond and this Agreement (except for those amounts specifically indicated as payable to VRA under Section 6.1 or Section 11.8, which the Local Government shall pay directly to VRA).

Section 6.4 Obligations Absolute and Unconditional. The obligation of the Local Government to make the payments required by the Local Bond and this Agreement from the sources pledged therefor shall be absolute and unconditional. The Local Government shall pay all such amounts without abatement, diminution or deduction (whether for taxes or otherwise) regardless of any cause or circumstance whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim that the Local Government may have or assert against VRA, the Trustee or any other person.

ARTICLE VII OPERATION AND USE COVENANTS

Section 7.1 Maintenance. At its own cost and expense the Local Government shall operate the Related Financed Property and the System in a proper, sound and economical manner in compliance with all legal requirements and shall maintain the Related Financed Property and the System in good repair and operating condition and from time to time shall make all necessary repairs, renewals and replacements.

Section 7.2 Additions and Modifications. At its own expense the Local Government from time to time may make any renewals, replacements, additions, modifications or improvements to the Related Financed Property and the System that the Local Government deems desirable, provided that any such renewal, replacement, addition, modification or improvement does not (i) materially reduce the value of the Related Financed Property and the System or (ii) negatively affect the structural or operational integrity of any part of the Related Financed Property and the System. The Local Government shall ensure that all such renewals, replacements, additions, modifications or improvements comply with all applicable federal, state and local laws, rules, regulations, orders, permits, authorizations and requirements. All such renewals, replacements, additions, modifications and improvements shall become part of the Related Financed Property and the System.

Section 7.3 Permits. The Local Government shall, at its sole cost and expense, obtain all permits, consents and approvals required by local, state or federal laws, ordinances, rules, regulations or requirements in connection with the acquisition, construction, equipping, occupation, operation or use of the Related Financed Property and the System. The Local Government shall, upon request, promptly furnish to VRA and the Trustee copies of all such permits, consents and approvals.

Section 7.4 Use. The Local Government shall comply with all lawful requirements of any governmental authority regarding the Related Financed Property and the System, whether now existing or subsequently enacted, whether foreseen or unforeseen or whether involving any change in governmental policy or requiring structural, operational or other changes to the Related Financed Property and the System, irrespective of the cost of making the same.

Section 7.5 Inspection and Local Government's Books and Records. The Local Government shall permit VRA, the Trustee and their duly authorized representatives and agents such reasonable rights of access to the Related Financed Property and the System as may be necessary to determine whether the Local Government is in compliance with the requirements of this Agreement, and the Local Government shall permit such parties, at all reasonable times and upon reasonable prior notice to the Local Government, to examine and copy the Local Government's books and records that relate to the Related Financed Property and the System.

Section 7.6 Ownership. The Local Government shall not construct, reconstruct or install any part of the Related Financed Property and the System on (i) lands other than those which the Local Government owns or can acquire title to or a perpetual easement over, in either case sufficient for the Local Government's purposes or (ii) lands in which the Local Government has acquired a right or interest less than a fee simple or perpetual easement, unless (1) such part

of Related Financed Property and the System is lawfully located in a public street or highway or (2) the Local Government provides a written opinion of counsel or a report of a Qualified Independent Consultant, either of which in a form reasonably acceptable to VRA, that indicates that the lands and the Local Government's right or interest therein is sufficient for the Local Government's purposes.

Section 7.7 Sale or Encumbrance. No part of the System shall be sold, exchanged, leased, mortgaged, encumbered or otherwise disposed of except (i) with the written consent of VRA or (ii) as provided in any one of the following subsections:

(a) The Local Government may grant easements, licenses or permits across, over or under parts of the System for streets, roads and utilities as will not adversely affect the use of the System.

(b) The Local Government may sell or otherwise dispose of property constituting part of the System if it uses the proceeds of such disposition and any other necessary funds to replace such property with property serving the same or a similar function.

(c) The Local Government may sell or otherwise dispose of property constituting part of the System with a "book value" (as determined in accordance with generally accepted accounting principles) that, when combined with the aggregate "book value" of all of the other such property sold or otherwise disposed of under this subsection during the Fiscal Year in question, will not cause the aggregate "book value" of all of such property sold or otherwise disposed of under this subsection in such Fiscal Year to exceed \$125,000. The proceeds to be received from any such sale or disposition shall be applied first to cure any default that may exist in the payment of the principal of or interest on the Local Bond.

(d) The Local Government may otherwise sell or dispose of property constituting part of the System if there is filed with VRA a certificate of the Consulting Engineer stating that such property is not necessary or useful to the operation of the System. The proceeds to be received from any such sale or disposition shall be applied first to cure any default that may exist in the payment of the principal of or interest on the Local Bond.

Section 7.8 Collection of Revenues. The Local Government shall use its best efforts to collect all rates, fees and other charges due to it, including, without limitation, the perfection of liens on premises served by the System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, discontinue and shut off, or cause to be discontinued and shut off, services and facilities of the System, and use its best efforts to cause to be shut off water service furnished otherwise than through the System, to customers of the System who are delinquent beyond any customary grace periods in the payment of rates, fees and other charges due to the Local Government.

Section 7.9 No Free Service. Except as otherwise required by law and as described on Exhibit H, the Local Government shall not permit connection with or the use of the System, or furnish any services afforded by the System, without making a charge therefor based on the Local Government's uniform schedule of rates, fees and charges.

Section 7.10 No Competing Service. To the extent permitted by law, the Local Government agrees not to provide, grant any franchise to provide or give consent for anyone else to provide, any services which would compete with the System.

Section 7.11 Mandatory Connection. To the extent permitted by law, the Local Government shall adopt and enforce rules and regulations, consistent with applicable laws, requiring the owner, tenant or occupant of each lot or parcel of land which is served or may reasonably be served by the System and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, to connect such building to the System, provided, however, that such rules and regulations may permit the continued use of private water or sewage disposal systems approved by the applicable board of health or health officer by any such building already in existence at the time the services of the System become available to it upon such conditions as may be specified in such rules and regulations or until such time as such approved private water or sewage disposal system shall cease to be approved or shall require major repairs to continue to be approved, at which time such building shall be required to connect to the System.

Section 7.12 Lawful Charges. The Local Government shall pay when due all taxes, fees, assessments, levies and other governmental charges of any kind whatsoever (collectively, the "Governmental Charges") which are (i) assessed, levied or imposed against the System or the Local Government's interest in it, or (ii) incurred in the operation, maintenance, use and occupancy of the System. The Local Government shall pay or cause to be discharged, or shall make adequate provision to pay or discharge, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon all or any part of the System or the Revenues (collectively, the "Mechanics' Charges"). The Local Government, however, after giving VRA 10 days' notice of its intention to do so, at its own expense and in its own name, may contest in good faith any Governmental Charges or Mechanics' Charges. If such a contest occurs, the Local Government may permit the same to remain unpaid during the period of the contest and any subsequent appeal unless, in VRA's reasonable opinion, such action may impair the lien on Revenues granted by this Agreement, in which event, such Governmental Charges or Mechanics' Charges promptly shall be satisfied or secured by posting with the Trustee or an appropriate court a bond in form and amount satisfactory to VRA. Upon request, the Local Government shall furnish to VRA proof of payment of all Governmental Charges and Mechanics' Charges the Local Government is required to pay under this Agreement.

Section 7.13 Construction Contractors. The Local Government shall cause each general construction contractor employed in the accomplishment of the Project to furnish a performance bond and a payment bond each in an amount equal to 100% of the particular contract price. Such bonds must list the Local Government, VRA and the Trustee as beneficiaries. Neither VRA nor the Trustee shall make any claims or exercise any rights under such bonds unless and until an Event of Default occurs. The Local Government shall cause each contractor to maintain during the construction period covered by the particular construction contract builder's risk insurance, workmen's compensation insurance, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Consulting Engineer.

Section 7.14 Engineering Services. The Local Government shall retain or employ a Consulting Engineer to provide engineering services covering the operation of the System.

ARTICLE VIII INSURANCE, DAMAGE AND DESTRUCTION

Section 8.1 Insurance. The Local Government shall maintain or cause to be maintained insurance against such risks as are customarily insured against by systems similar in size and character to the System, including, without limitation:

(a) Insurance in the amount of the full replacement cost of the System's insurable portions against loss or damage by fire and lightning, with broad form extended coverage endorsements covering damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements (limited only as may be provided in the standard form of such endorsements at the time in use in Virginia). The determination of replacement cost shall be made, in conjunction with representatives of the Local Government, by a recognized appraiser or insurer selected by the Local Government and reasonably acceptable to VRA.

(b) Comprehensive general liability insurance with a combined single limit of \$1,000,000 per year against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of its use, arising out of the ownership, maintenance, operation or use of the System.

(c) Unless the Local Government qualifies as a self-insurer under Virginia law, worker's compensation insurance.

Neither VRA nor the Trustee shall have any responsibility or obligation with respect to (i) the procurement or maintenance of insurance or the amounts or the provisions with respect to policies of insurance or (ii) the application of the proceeds of insurance.

The Local Government shall provide annually to VRA a certificate or certificates of the respective insurers evidencing the fact that the insurance required by this Section is in force and effect.

Section 8.2 Requirements of Policies. The Local Government shall maintain all insurance required by Section 8.1 with generally recognized responsible insurance companies selected by the Local Government and reasonably acceptable to VRA. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other utility systems of like size and character to the System. If the Local Government does not maintain such insurance with an insurer licensed to do business in Virginia or placed under the requirements of the Virginia Surplus Lines Insurance Law, Chapter 48, Title 38.2, Code of Virginia of 1950, as amended, or any successor statute, the Local Government shall provide evidence reasonably satisfactory to VRA that such insurance is enforceable under Virginia law.

Section 8.3 Notice of Damage, Destruction or Condemnation. In case of (i) any damage to or destruction of any material part of the Related Financed Property and the System, (ii) a taking of all or any part of the Related Financed Property and the System or any right in it

under the exercise of the power of eminent domain, (iii) any loss of the Related Financed Property and the System because of failure of title or (iv) the commencement of any proceedings or negotiations which might result in such a taking or loss, the Local Government shall notify VRA in writing within ten Business Days of the occurrence describing generally the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

Section 8.4 Damage and Destruction. If all or any part of the Related Financed Property and the System is destroyed or damaged by fire or other casualty, and the Local Government shall not have exercised its option, if such option is available, to redeem the outstanding Local Bond pursuant to Section 6.2, the Local Government shall restore promptly the property damaged or destroyed to substantially the same condition as before such damage or destruction, with such alterations and additions as the Local Government may determine and which will not impair the capacity or character of the Related Financed Property and the System for the purposes for which it then is being used or is intended to be used. The Local Government may apply so much as may be necessary of the net proceeds of insurance received on account of any such damage or destruction to payment of the cost of such restoration, either on completion or as the work progresses. If such net proceeds are not sufficient to pay in full the cost of such restoration, the Local Government shall pay from legally available funds so much of the cost as may be in excess of such net proceeds.

Section 8.5 Condemnation and Loss of Title. If title to or the temporary use of all or any part of the System shall be taken under the exercise of the power of eminent domain or lost because of failure of title, and the Local Government shall not have exercised its option, if such option is available, to redeem the outstanding Local Bond pursuant to Section 6.2, the Local Government shall cause the net proceeds from any such condemnation award or from any title insurance to be applied to the restoration of the System to substantially its condition before the exercise of such power of eminent domain or failure of title. If such net proceeds are not sufficient to pay in full the cost of such restoration, the Local Government shall pay so much of the cost as may be in excess of such net proceeds.

ARTICLE IX SPECIAL COVENANTS

Section 9.1 Tax Covenants. The Local Government shall not directly or indirectly use or permit the use of any of the proceeds of the Local Bond or any other of its funds, in such manner as would, or enter into, or allow any other person or entity to enter into, any arrangement, formal or informal, that would, or take or omit to take any other action that would, cause interest on any of the Related Series of VRA Bonds to be includable in gross income for federal income tax purposes or to become a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Insofar as the Local Tax Document imposes duties and responsibilities on the Local Government, including the payment of any arbitrage rebate in respect of the Related Series of VRA Bonds, as of the Closing Date they are specifically incorporated by reference into this Agreement. The Local Government also consents to the calculation of any "rebate amount" to be paid with respect to the Related Portion of VRA Bonds by a rebate calculation service selected by VRA.

Section 9.2 Maintenance of Existence. The Local Government shall maintain its existence as a political subdivision of the Commonwealth under Virginia law, and shall not dissolve or otherwise dispose of all or substantially all of its assets or consolidate or merge with or into another entity without VRA's prior written consent, which consent will not be unreasonably withheld.

Section 9.3 Financial Records and Statements. (a) The Local Government shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs. The Local Government shall have an annual audit of the financial condition of the Local Government made by an independent certified public accountant, within 180 days after the end of each Fiscal Year. The annual audit shall include a supplemental schedule demonstrating whether the Local Government satisfied the rate covenant set forth in Section 5.2. The Local Government shall furnish to VRA, in an electronic format, a copy of such report immediately after it is accepted by the Local Government. Such report shall include statements in reasonable detail, certified by such accountant, reflecting the System's financial position as of the end of such Fiscal Year and the results of the System's operations and changes in the financial position thereof for the Fiscal Year.

(b) The Local Government shall establish a water and sewer enterprise fund to account for the operations of the System as part of its Fiscal Year 2018 audited financial statements and shall maintain such enterprise fund for each subsequent Fiscal Year.

Section 9.4 Certification as to No Default and Tax Compliance. The Local Government shall deliver to VRA, within 180 days after the close of each Fiscal Year, a certification in substantially the form attached as Exhibit G and signed by a Local Representative.

Section 9.5 Further Assurances. The Local Government shall to the fullest extent permitted by law pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights and collateral, if any, assigned or pledged by this Agreement, or as may be required to carry out the purposes of this Agreement. The Local Government shall at all times, to the fullest extent permitted by law, defend, preserve and protect the pledges made under this Agreement and all rights of VRA under this Agreement against all claims and demands of all persons, including without limitation the payment of certain costs of VRA as described in Section 6.1(a)(5).

Section 9.6 Assignment by Local Government. The Local Government shall not assign its rights and obligations under the Local Bond or this Agreement, or both, without the prior written consent of VRA.

Section 9.7 Continuing Disclosure. (a) For purposes of this Section 9.7, the following terms and phrases have the following meanings:

"**Annual Financial Information**" with respect to any Fiscal Year for the Local Government means the following:

(i) the financial statements (consisting of at least a balance sheet and a statement of revenues and expenses) of the System, which financial statements must be (A) prepared annually in accordance with generally accepted accounting principles in effect from time to time consistently applied (provided that nothing in this clause (A) will prohibit the Local Government after the date of this Agreement from changing such other principles so as to comply with generally accepted accounting principles as then in effect or to comply with a change in applicable law) and (B) audited by an independent certified public accountant or firm of such accountants in accordance with generally accepted auditing standards as in effect from time to time (provided that if audited financial statements are not available for filing when required by this Section or the Rule (as defined herein), unaudited financial statements will be filed and audited financial statements will be filed as soon as possible thereafter); and

(ii) operating data of the type set forth in Exhibit E.

"Dissemination Agent" means any person, reasonably acceptable to VRA, whom the Local Government contracts in writing to perform its obligations as provided in subsection (i) of this Section.

"Make Public" or **"Made Public"** has the meaning set forth in subsection (c) of this Section.

"Material Local Government" means the Local Government if the aggregate outstanding principal amount of the Local Bond and any other of the Local Government's local bonds purchased with proceeds of the VRA Bonds represent 15% or more of the outstanding aggregate principal amount of the local bonds purchased with proceeds of the VRA Bonds.

"Rule" means Rule 15c2-12, as it may be amended from time to time, under the Securities Exchange Act of 1934 and any similar rules of the SEC relating to disclosure requirements in the offering and sale of municipal securities, all as in effect from time to time.

"SEC" means the U.S. Securities and Exchange Commission.

(b) The Local Government shall Make Public or cause to be Made Public:

(1) Within seven months after the end of the Local Government's Fiscal Year (commencing with the Fiscal Year in which the Closing Date occurs), Annual Financial Information for such Fiscal Year as of the end of which the Local Government constitutes a Material Local Government. Annual Financial Information may be set forth in the documents Made Public or may be included in a document Made Public by specific reference to any document available to the public on the internet website of the Municipal Securities Rulemaking Board ("MSRB") or filed with the SEC. If the document referred to is a final official statement, then it must be available from the MSRB.

(2) In a timely manner, notice of any failure by the Local Government to Make Public or cause to be Made Public Annual Financial Information pursuant to the terms of part (1) of this subsection.

(c) For purposes of this Section, information and notices shall be deemed to have been "Made Public" if transmitted to VRA, to the Trustee and to the MSRB in an electronic format as prescribed by the MSRB.

(d) The Local Government shall also notify VRA of the occurrence of any of the following events that may from time to time occur with respect to the Local Bond, such notice to be given in a timely manner not in excess of five Business Days after the occurrence of the event:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on any credit enhancement maintained with respect to the Local Bond reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 – TEB) or other notices or determinations with respect to the Local Bond that could affect the tax status of the Related Series of VRA Bonds, or other events with respect to the Local Bond that could affect the tax status of the Related Series of VRA Bonds;
- (7) modifications to rights of holders;
- (8) bond calls and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Local Bond;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Local Government;
- (13) the consummation of a merger, consolidation, or acquisition involving the Local Government or the sale of all or substantially all of the assets of the Local Government, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such action, other than pursuant to its terms;

(14) appointment of a successor or additional trustee for the Local Bond, if any, or the change of name of a trustee; and

(15) the failure of the Local Government on or before the date required by this Agreement to provide Annual Financial Information to the persons and in the manner required by this Agreement.

(e) Additionally, upon request of VRA, the Local Government shall certify in writing that it has made all filings and disclosures under this Section or any similar undertaking pursuant to the Rule.

(f) Notwithstanding anything in this Agreement to the contrary, the Local Government need not comply with the provisions of subsections (a) through (d) above unless and until VRA has notified the Local Government that it satisfied the objective criteria for a Material Local Government as of the end of VRA's immediately preceding fiscal year.

(g) (1) If the Local Government fails to comply with any covenant or obligation set forth in this Section, any holder (within the meaning of the Rule) of VRA Bonds then Outstanding may, by notice to the Local Government, proceed to protect and enforce its rights and the rights of the other holders by an action for specific performance of the Local Government's covenants or obligations set forth in this Section.

(2) Notwithstanding anything herein to the contrary, any failure of the Local Government to comply with any disclosure obligation specified in this Agreement (i) shall not be deemed to constitute an Event of Default under this Agreement and (ii) shall not give rise to any right or remedy other than that described in part (1) of this subsection.

(h) The Local Government may from time to time disclose certain information and data in addition to that required under this Section. Notwithstanding anything in this Agreement to the contrary, the Local Government shall not incur any obligation to continue to provide, or to update, such additional information or data.

(i) The Local Government may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligation to cause to be Made Public the information described in this Section and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. It is not necessary for purposes of this Article that the Dissemination Agent have any agency relationship with the Local Government for purposes of state law.

(j) All documents Made Public under this Section shall be accompanied by identifying information as prescribed by the MSRB.

Section 9.8 Other Indebtedness. The Local Government shall pay when due all amounts required by any other indebtedness of the Local Government and perform all of its obligations in connection with all other indebtedness of the Local Government.

Section 9.9 Additional Indebtedness. The Local Government shall not incur any indebtedness or issue any bonds, notes or other evidences of indebtedness secured by a pledge of Revenues, except Parity Bonds or Subordinate Debt issued in accordance with the terms and conditions of this Section 9.9.

(a) The Local Government may issue Parity Bonds to (i) pay the cost of the acquisition or construction of improvements, extensions, additions or replacements to equipment or betterments of and any property, rights or easements deemed by the Local Government to be necessary, useful or convenient for the System or to refund Subordinate Debt, (ii) refund some or all of the Local Bond (subject to the conditions of Section 6.2) or any other Parity Bonds or (iii) effect some combination of (i) and (ii), provided in each case the following conditions are satisfied. Before any Parity Bonds is issued or delivered, the Local Government shall deliver to VRA the following in form and substance satisfactory to VRA and dated as of the date of issuance of such Parity Bonds:

(1) Certified copies of all resolutions and ordinances of the Local Government authorizing the issuance of the Parity Bonds.

(2) A certificate of a Local Representative setting forth the purposes for which the Local Government is issuing the Parity Bonds and the manner in which the Local Government will apply the proceeds from the issuance and sale of the Parity Bonds.

(3) If the Parity Bonds is authorized for any purpose other than the refunding of the Local Bond or other Parity Bonds, a certificate including supporting documentation of a Qualified Independent Consultant to the effect that (i) the improvements or property which the proceeds from the issuance of the Parity Bonds will finance or refinance will be a part of, or are necessary, useful or convenient for, the System, (ii) the funds available to the Local Government from the issuance of the Parity Bonds and other specified sources will be sufficient to pay the estimated cost of such improvements or property (or refinancing the same), (iii) the period of time which will be required to complete such improvements or property, and (iv) (A) the failure to make such improvements or acquire or construct such property will result in an interruption or reduction, or the continuance of an interruption or reduction, of Revenues, or (B) during the first two complete Fiscal Years following the completion of the improvements or the acquisition or construction of the property (or refinancing the same), the projected Net Revenues Available for Debt Service will satisfy the rate covenant of Section 5.2 (excluding payments made pursuant to Section 5.5). In providing this certificate, the Qualified Independent Consultant may take into consideration future System rate increases, provided that such rate increases have been duly approved by the Local Government's governing body and any other person and entity required to give approval for the rate increase to become effective. In addition, the Qualified Independent Consultant may take into consideration additional future Revenues to be derived under then existing contractual agreements entered into by the Local Government and from reasonable estimates of growth in the Local Government's customer base. In providing the certification in subsection (iv)(B) above, the Qualified Independent Consultant shall include supporting documentation.

(4) If the Parity Bonds are authorized solely to refund any Local Bond or other Parity Bonds either (i) a certificate or report of a Qualified Independent Consultant that the refunding Parity Bonds will have annual debt service requirements in each of the years the Local Bond or the other Parity Bonds to be refunded (the "Refunded Bonds") would have been outstanding that is lower than the annual debt service requirements in each such year on the Refunded Bonds, or (ii) a certificate of a Qualified Independent Consultant to the effect that in its opinion, during the first two complete Fiscal Years following the issuance of the refunding Parity Bonds, the projected Net Revenues Available for Debt Service will satisfy the rate covenant of Section 5.2 (excluding payments made pursuant to Section 5.5). In providing the certificate described in clause (ii), the Qualified Independent Consultant may take into account the positive factors described in the last two sentences of subsection (a)(3) of this Section.

(5) If requested by VRA, an opinion of a nationally-recognized bond counsel, subject to customary exceptions and qualifications, approving the form of the resolution authorizing the issuance of the Parity Bonds and stating that its terms and provisions conform with the requirements of this Agreement, that the certificates and documents delivered to VRA constitute compliance with the provisions of this Section, and that the issuance of the Parity Bonds will have no adverse effect on the exclusion of the interest on the Related Series of VRA Bonds from gross income for federal income tax purposes and not cause interest on the Related Series of VRA Bonds to become a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations.

(b) If the Local Government is unable or unwilling to satisfy the conditions set forth in subsection (b) to the issuance and delivery of any issue of Parity Bonds, VRA may determine, in its sole discretion, to waive any or all of such conditions.

Section 9.10 Litigation; Material Change. The Local Government shall promptly notify VRA of (i) the existence and status of any litigation that the County Attorney determines is not reasonably certain to have a favorable outcome and which individually or in the aggregate could have a material adverse effect on the financial condition or operations of the System or its ability to perform its payment and other obligations under this Agreement or the Local Bond or (ii) any change in any material fact or circumstance represented or warranted in this Agreement.

ARTICLE X DEFAULTS AND REMEDIES

Section 10.1 Events of Default. Each of the following events is an "Event of Default":

(a) The failure to pay any installment of principal of or premium, if any, on the Local Bond when due (whether at maturity, by mandatory or optional redemption, by acceleration or otherwise).

(b) The failure to pay any installment of interest (including Supplemental Interest) on the Local Bond when due.

(c) The failure to make any other payment or deposit required by this Agreement within 15 days after its due date.

(d) The Local Government's failure to perform or observe any of the other covenants, agreements or conditions of the Local Bond or this Agreement and the continuation of such failure for a period of 60 days after written notice specifying such failure and requesting that it be cured is given to the Local Government by VRA, or, in the case of any such failure which cannot with diligence be cured within such 60-day period, the Local Government's failure to proceed promptly to commence to cure the failure and thereafter to prosecute the curing of the failure with diligence.

(e) Any warranty, representation or other statement by or on behalf of the Local Government contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the issuance and sale of the Local Bond is false and misleading in any material respect.

(f) Any bankruptcy, insolvency or other similar proceeding shall be instituted by or against the Local Government under any federal or state bankruptcy or insolvency law and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(g) Any proceeding shall be instituted, with the Local Government's consent or acquiescence, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting such creditors' claims under any federal or state statute now or hereafter enacted, if such claims are under any circumstances payable from the Revenues.

(h) An order or decree shall be entered, with the Local Government's consent or acquiescence, appointing a receiver or receivers of the System or any part of it or of the Revenues, or if such order or decree, having been entered without the Local Government's consent or acquiescence, shall not be vacated or discharged or stayed on appeal within 60 days after its entry.

(i) The occurrence of a default by the Local Government under the terms of any debt secured by a pledge of Revenues and the failure to cure such default or obtain a waiver thereof within any period of time permitted thereunder.

Section 10.2 Acceleration. Upon the occurrence and continuation of an Event of Default, VRA may, by notice in writing delivered to the Local Government, declare the entire unpaid principal of and interest on the Local Bond due and payable. Upon any such declaration, the Local Government shall immediately pay to the Trustee the entire unpaid principal of and accrued interest on the Local Bond. VRA may in its discretion waive an Event of Default and its consequences and rescind any acceleration of maturity of principal of and interest on the Local Bond.

Section 10.3 Other Remedies. Upon the occurrence and continuation of an Event of Default, VRA may proceed to protect and enforce its rights by mandamus or other action, suit or proceeding at law or in equity for specific performance of any agreement contained in the Local Bond or this Agreement. No remedy conferred by this Agreement upon or reserved to the

registered owners of the Local Bond is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to VRA under this Agreement or now or hereafter existing at law or in equity or by statute.

Section 10.4 Delay and Waiver. No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence in it, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any default or Event of Default under this Agreement shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent to it.

ARTICLE XI MISCELLANEOUS

Section 11.1 State Aid Intercept. The Local Government acknowledges that VRA is treating the Local Bond as a "local obligation" within the meaning of Section 62.1-199 of the Act, including amendments thereto taking effect as of July 1, 2011, which in the event of a nonpayment thereunder authorizes VRA or the Trustee to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Act. In purchasing the Local Bond, VRA is further relying on Section 62.1-216.1 of the Act, providing that if the Governor is satisfied that such nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the Local Government of all funds, or of any part of them, appropriated and payable by the Commonwealth to the Local Government for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to VRA, so as to cure, or cure insofar as possible, such nonpayment.

Section 11.2 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 11.3 Amendments. VRA and the Local Government shall have the right to amend from time to time any of this Agreement's terms and conditions, provided that all amendments shall be in writing and shall be signed by or on behalf of VRA and the Local Government.

Section 11.4 Limitation of Local Government's Liability. Notwithstanding anything in the Local Bond or this Agreement to the contrary, the Local Government's obligations hereunder and under the Local Bond are not its general obligations, but are limited obligations payable solely from the Revenues which are specifically pledged for such purpose. Neither the Local Bond nor this Agreement shall be deemed to create or constitute a debt or a pledge of the faith and credit of the Local Government and the Local Government shall not be obligated to pay the principal of or premium, if any, or interest on the Local Bond or other costs incident to them except from the Revenues and other funds pledged for such purpose. In the absence of fraud or intentional misconduct, no present or future director, official, officer, employee or agent of the Local Government shall be liable personally to VRA in respect of this Agreement or the Local

Bond or for any other action taken by such individual pursuant to or in connection with the financing provided for in this Agreement or the Local Bond.

Section 11.5 Applicable Law. This Agreement shall be governed by Virginia law.

Section 11.6 Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of VRA and the Local Government, as the case may be, only to the extent permitted by law.

Section 11.7 Notices. Unless otherwise provided for herein, all demands, notices, approvals, consents, requests, opinions and other communications under the Local Bond or this Agreement shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the Local Government, at the address specified for notices on the signature page; (b) if to VRA, at 1111 East Main Street, Suite 1920, Richmond, Virginia 23219, Attention: Executive Director; or (c) if to the Trustee, at 1021 East Cary Street, 18th Floor, Richmond, Virginia 23219, Attention: Corporate Trust Department. A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given by any party named in this Section shall also be given to each of the other parties named. VRA, the Local Government and the Trustee may designate, by notice given hereunder, any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 11.8 Right to Cure Default. If the Local Government fails to make any payment or to perform any act required by it under the Local Bond or this Agreement, VRA or the Trustee, without prior notice to or demand upon the Local Government and without waiving or releasing any obligation or default, may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by VRA or the Trustee and all costs, fees and expenses so incurred shall be payable by the Local Government as an additional obligation under this Agreement, together with interest thereon at the rate of 15% per year until paid. The Local Government's obligation under this Section shall survive the payment of the Local Bond.

Section 11.9 Term of Agreement. This Agreement is effective as of the Effective Date. Except as otherwise specified, the Local Government's obligations under the Local Bond and this Agreement shall expire upon payment in full of the Local Bond and all other amounts payable by the Local Government under this Agreement.

Section 11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Pages Follow]

WITNESS the following signatures, all duly authorized.

VIRGINIA RESOURCES AUTHORITY

By: _____
Stephanie L. Hamlett, Executive Director

COUNTY OF FLUVANNA, VIRGINIA

By: _____
Name: _____
Title: _____

Address for Notices:

123 Main Street
P. O. Box 540
Palmyra, VA 22963
Attention: County Administrator

The Trustee, by the execution hereof, accepts the duties imposed on it by this Agreement.

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Patricia A. Welling, Vice President

EXHIBIT A
FORM OF LOCAL BOND

[To be provided by Local Bond Counsel]

EXHIBIT B

DESCRIPTION OF THE PROJECT

The proposed financing will fund the first phase in a multi-phase plan to provide public water and wastewater service to the Zion Crossroads Community Planning Area as there is currently no existing service in this area.

Water System:

The proposed project consists of the construction of a 600 gallon-per-minute ("gpm") water booster station adjacent to the Fluvanna Women's Correctional Facility, approximately 25,000 linear feet ("lf") of 12" water main, and a 500,000 gallon elevated storage tank located near the intersection of Routes 15 and 250. The water will initially be sourced from the Department of Corrections ("DOC") through an existing agreement, which allows for a capacity of up to 75,000 gallons per day ("gpd") of treated water. Future additional water will be obtained through a portion of the Local Government's share of the James River Water Authority's intake on the James River and treated at a water treatment plant under construction by Louisa County.

Wastewater System:

The proposed project also consists of the construction of a 700 gpm wastewater pump station, approximately 23,000 lf of sewage force main to carry wastewater from the pump station to a wastewater treatment plant ("WWTP") owned by the DOC, and a short section of gravity sewer main. The sewage collection and conveyance system will be a hybrid of gravity sewers and pump stations using a common primary force main, which will allow for multiple future pump stations to connect to it. The agreement with the DOC and the Local Government allows for the WWTP to treat up to 100,000 gpd of sewage.

EXHIBIT C

**PENDING OR THREATENED ACTIONS, SUITS, PROCEEDINGS, OR
INVESTIGATIONS**

[To be provided by Counsel for the Local Government]

EXHIBIT D
FORM OF REQUISITION

Requisition No.

Date:

U.S. Bank National Association, as Trustee
Attention: Corporate Trust Department
1021 East Cary Street
18th Floor
Richmond, Virginia 23219

Virginia Resources Authority
1111 East Main Street
Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

This Requisition, including Schedule 1 and Schedule 2 hereto, is submitted in connection with the Local Bond Sale and Financing Agreement dated as of June 23, 2017 (the "Financing Agreement") between the Virginia Resources Authority and the County of Fluvanna, Virginia (the "Local Government"). Unless otherwise defined in this Requisition, each capitalized term used herein has the meaning given it under Article I of the Financing Agreement. The undersigned Local Representative hereby requests payment of the following amounts from the Local Account established for the Local Government in the 2017B Acquisition Fund established under the Thirty-Ninth Supplemental Series Indenture.

Payee (including wiring instructions if receiving electronic payment):

Address:

Amount to be paid:

Purpose (in reasonable detail) for which obligations(s) to be paid were incurred:

Attached on Schedule 2 are the wire instructions for this requisition, and also attached hereto is an invoice (or invoices) relating to the items for which payment is requested.

The undersigned certifies that (i) the amounts requested by this Requisition will be applied in accordance with the Local Tax Document and solely and exclusively to the payment, or the reimbursement of the Local Government for its payment, of Project Costs of the construction portion of the Project, (ii) no notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable under the Requisition to any of the persons, firms or corporations named in it has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the Requisition, and (iii) this Requisition contains no items representing payment on account of any retained percentage entitled to be retained at this date.

If this Requisition includes payments for labor or to contractors, builders or materialmen, the attached Certificate of Consulting Engineer must be completed. If this Requisition includes payments for any lands or easements, rights or interest in or relating to lands, the attached Certificate of the Consulting Engineer must be completed and there must be attached to this Requisition a certificate signed by a Local Representative stating that upon payment therefor the Local Government will have title in fee simple to, or easements, rights or interests sufficient for the purposes of the construction portion of the Project over or through such lands.

The Local Government has agreed in the Financing Agreement that any amounts it receives pursuant to this Requisition will be (i) immediately applied to reimburse the Local Government for Project Costs it has already paid or (ii) actually spent to pay Project Costs not later than five banking days after receipt.

Local Representative

SCHEDULE 1

Form to Accompany Requisition

Requisition # _____
 Recipient: County of Fluvanna – VRA 2017B
 Local Representative: _____
 Title: _____
 Date: _____

| <u>Cost Category</u> | <u>Total Project Cost</u> | <u>Previous Disbursements</u> | <u>Disbursement This Period</u> | <u>Disbursements to Date</u> | <u>Remaining Balance</u> |
|----------------------|---------------------------|-------------------------------|---------------------------------|------------------------------|--------------------------|
| | \$ | \$ | \$ | \$ | \$ |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTALS | \$ | \$ | \$ | \$ | \$ |

SCHEDULE 2

Wire Instructions for Requisition

[To be provided by the Local Government]

CERTIFICATE OF CONSULTING ENGINEER

The undersigned Consulting Engineer for the Local Government hereby certifies that (i) insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the Project, and (ii) insofar as the amounts covered by the Requisition include payments for land or easements, rights or interests in or relating to lands, such lands, easements, rights or interests are being acquired and are necessary or convenient for the undertaking and completion of the Project.

Date: _____, 20__

Consulting Engineer

EXHIBIT E
OPERATING DATA

Description of Local Government. A description of the Local Government including a summary description of the System.

Debt. A description of the terms of the Local Government's outstanding debt including a historical summary of outstanding debt and a summary of annual debt service on outstanding debt as of the end of the preceding fiscal year. The annual disclosure should also include (to the extent not shown in the latest audited financial statements) a description of contingent obligations as well as pension plans administered by the Local Government and any unfunded pension liabilities.

Financial Information and Operating Data. Financial information for the System as of the end of the preceding fiscal year, including a description of revenues and expenditures, largest users, a summary of rates, fees and other charges of the System, and a historical summary of debt service coverage.

EXHIBIT F

FORM OF OPINION OF COUNSEL TO THE LOCAL GOVERNMENT

[Print on the Letterhead of Counsel for the Local Government]

[May be provided by Local Government Bond Counsel]

_____, 20____

Board of Supervisors of the County of Fluvanna, Virginia
Palmyra, Virginia

Virginia Resources Authority
Richmond, Virginia

\$_____
County of Fluvanna, Virginia
Water and Sewer Revenue Bond
Series 2017

Ladies and Gentlemen:

I have acted as counsel to the County of Fluvanna, Virginia (the "Local Government"), in connection with the issuance and sale by the Local Government of its \$_____ Water and Sewer Revenue Bond, Series 2017 (the "Local Bond"), the net proceeds of which will be applied to finance the Project (as defined in the hereafter defined Financing Agreement) and in such capacity, I have examined, among other things, the following documents:

- (a) a certified copy of the Local Authorization, authorizing the issuance and sale of the Local Bond to Virginia Resources Authority ("VRA") to finance the Project;
- (b) a copy of the Local Bond Sale and Financing Agreement (the "Financing Agreement") dated as of June 23, 2017, and between the Local Government and VRA; and
- (c) a copy of the Local Tax Document.

The documents referred to in clauses (b) and (c) above are referred to collectively as the "Local Bond Documents."

I have also examined such other records and proceedings of the Local Government and conducted such investigations as I deemed appropriate and necessary for purposes of this opinion.

Unless otherwise defined, each capitalized term used in this opinion has the same meaning given to such term in the Financing Agreement.

As to questions of fact material to the opinions and statements set forth herein, I have relied upon representations of the Local Government set forth in the Local Bond Documents and other certificates and representations by persons including representatives of the Local Government. Whenever an opinion or statement set forth herein with respect to the existence or absence of facts is qualified by the phrase "to the best of my knowledge" or a phrase of similar import, it is intended to indicate that during the course of my representation of the Local Government in connection with the Local Bond Documents no information has come to my attention that should give me current actual knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, I have not undertaken any independent investigation of the existence or absence of such facts, and no inference as to my knowledge or the existence or absence of such facts should be drawn from the fact of my representation or any other matter.

Based upon such examination and assuming the authorization, execution, delivery and enforceability of all documents by parties other than the Local Government, I am of the opinion that:

1. The Local Government is a duly created and validly existing political subdivision of the Commonwealth and is vested with the rights and powers conferred upon it by Virginia law.
2. The Local Government has full right, power and authority to (i) adopt the Local Authorization and execute and deliver the Local Bond Documents and all related documents, (ii) undertake the Project and (iii) carry out and consummate all of the transactions contemplated by the Local Authorization and the Local Bond Documents, including owning and operating the System.
3. The Local Bond Documents were duly authorized by the Local Authorization and the Financing Agreement is in substantially the same form as presented to the Governing Body at its meeting at which the Local Authorization was adopted.
4. All governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the date hereof have been obtained for (i) the Local Government's adoption of the Local Authorization, (ii) the execution and delivery of the Local Bond Documents and the Local Bond, (iii) the Local Government's performance of its obligations under the Local Bond Documents and the Local Bond, and (iv) to the best of my knowledge, the operation and use of the Related Financed Property and the System. I know of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations or approvals cannot be obtained as required in the future.
5. The Financing Agreement has been executed and delivered by duly authorized officials of the Local Government and constitutes a legal, valid and binding obligation of the Local Government enforceable against the Local Government in accordance with its terms. The Local Bond has been executed and delivered by duly authorized officials of the Local

Government and will constitute a legal, valid and binding limited obligation of the Local Government enforceable against the Local Government in accordance with its terms.

The obligations of the Local Government under the Financing Agreement and the Local Bond, and the enforceability of such obligations, may be limited or otherwise affected by (i) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (ii) principles of equity, whether considered at law or in equity, (iii) the exercise of sovereign police powers of the Commonwealth, and (iv) rules of law which may limit the enforceability on public policy grounds of any obligations of indemnification undertaken by the Local Government.

6. The issuance of the Local Bond and the execution and delivery of the Local Bond Documents and the performance by the Local Government of its obligations thereunder are within the powers of the Local Government and will not conflict with, or constitute a breach or result in a violation of (i) any federal or Virginia constitutional or statutory provision, (ii) to the best of my knowledge, any agreement or other instrument to which the Local Government is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Local Government or its property.

7. The Local Government, to the best of my knowledge, is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. To the best of my knowledge, no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to the Financing Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

8. The Local Government (i) to the best of my knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond or the Local Bond Documents and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Local Government is a party or by which it is bound or to which any of its assets is subject, which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond and the Local Bond Documents. The execution and delivery by the Local Government of the Local Bond and the Local Bond Documents and the compliance with the terms and conditions thereof will not conflict with, result in a breach of or constitute a default under any of the foregoing.

9. Except as set forth in the Financing Agreement, there are not pending nor, to the best of my knowledge, threatened against the Local Government, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature (i) affecting the creation, organization or existence of the Local Government or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Authorization or the Local Bond Documents or the issuance or delivery of the Local Bond, (iii) in any way contesting or affecting the validity or enforceability

of the Local Bond, the Local Authorization, the Local Bond Documents or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Local Government or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Authorization, the Local Bond Documents or the Local Bond, or (v) affecting the undertaking of the Project.

Very truly yours,

EXHIBIT G

FORM OF CERTIFICATION AS TO NO DEFAULT AND TAX COMPLIANCE

[DATE]

[Insert Name]
Compliance & Financial Analyst
Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, VA 23219

Dear [Mr./Ms.] _____:

In accordance with Section 9.4 of the Local Bond Sale and Financing Agreement dated as of June 23, 2017 (the "Financing Agreement"), between Virginia Resources Authority and the County of Fluvanna, Virginia (the "Local Government"), I hereby certify that, during the fiscal year that ended June 30, _____, and through the date of this letter:

1. [No event or condition has happened or existed, or is happening or existing, which constitutes, or which, with notice or lapse of time, or both, would constitute, an Event of Default as defined in Section 10.1 of the Financing Agreement.] [If an Event of Default has occurred, please specify the nature and period of such Event of Default and what action the Local Government has taken, is taking or proposes to take to rectify it].
2. [The ownership and status of all or a portion of the Related Financed Property has not changed since the Closing Date.] [If untrue, please describe.]
3. [Neither the Related Financed Property nor any portion thereof is being used by a Nongovernmental Person pursuant to a lease, an incentive payment contract or a take-or-pay or other output-type contract.] [If untrue, please describe.]
4. [Neither the Related Financed Property nor any portion or function thereof is being used pursuant to or is otherwise subject to a Service Contract that does not satisfy the requirements of Revenue Procedure 2017-13.] [If untrue, please describe.]
5. [Other than as may be described in paragraphs 2, 3 and 4 above, neither the Related Financed Property nor any portion or function thereof nor any portion of the Proceeds is being used for a Private Business Use.] [If untrue, please describe.]
6. [The Local Government has not used or permitted the use of any Proceeds of the Local Bond directly or indirectly to make a loan to an ultimate borrower other than itself within the meaning of Section 4.3 of the Local Tax Document.] [If untrue, please describe.]

7. [Other than any amounts described in the Local Tax Document (as defined in the Financing Agreement), between VRA and the Local Government and amounts that may constitute or be on deposit in a Bona Fide Debt Service Fund, there neither have been nor are now any moneys, securities, obligations, annuity contracts, residential rental property, AMT Bonds, investment-type property, Sinking Funds, Pledged Funds, or other Replacement Proceeds accumulated or held or pledged as security by the Local Government or any other Substantial Beneficiary of the Local Bond as security for or the direct or indirect source of the payment of the principal of or interest on the Local Bond.] [If untrue, please describe.]
8. [The Local Government is in compliance with the recordkeeping requirements of Section 4.9 of the Local Tax Document.] [If untrue, please describe.]
9. [Other than as may be described above, the Local Government is not in default of any of its obligations under the Local Tax Document.] [If untrue, please describe.]
10. Unless otherwise defined herein, each capitalized term used herein has the meaning set forth in the Local Tax Document.

Sincerely,

[Insert Name]
Local Representative

EXHIBIT H
DESCRIPTION OF SPECIAL USE ARRANGEMENTS

EXHIBIT I
FORM OF ANNUAL BUDGET

[DATE]

Executive Director
Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, VA 23219

Ladies and Gentlemen:

Pursuant to the Financing Agreement between Virginia Resources Authority and the County of Fluvanna, Virginia, dated as of June 23, 2017, a copy of the fiscal year [20xx] annual budget is enclosed. Such annual budget provides for the satisfaction of the rate covenant as demonstrated below.

| Revenues | Operation & Maintenance Expenses | Net Revenues Available for Debt Service (Revenues – O&M Expenses) | Debt Service | *Coverage (Net Revenues Available for Debt Service/Debt Service) |
|-----------------|---|---|---------------------|--|
|-----------------|---|---|---------------------|--|

Unless otherwise defined herein, the capitalized terms used in this Certificate shall have the meanings set forth in the Financing Agreement.

Very truly yours,

By: _____

Its: _____

EXHIBIT J
EXISTING PARITY BONDS

SCHEDULE 1.1

FINAL TERMS

Principal Amount of Related Series of VRA Bonds

Principal Amount of Local Bond

Purchase Price

The Purchase Price was determined as follows: by adding to the par amount of the portion of the Related Series of VRA Bonds (\$_____), the Local Government's share of the net premium on the Related Series of VRA Bonds (\$_____) and by subtracting from the par amount of the Related Series of VRA Bonds the Local Government's share of VRA's Expenses set forth in Section 3.2 (\$_____) and the Local Government's share of the deposit on the Closing Date to a VRA Reserve (\$_____).

ADDITIONAL CONDITIONS PRECEDENT TO PURCHASE OF LOCAL BOND:

**ADDITIONAL CONDITIONS PRECEDENT TO FIRST REQUISITION OF PROCEEDS
OF LOCAL BOND:**

PROJECT BUDGET

Sources

| |
|--------------------|
| Par Amount |
| Premium |
| Estimated Earnings |
| <hr/> |
| Total Sources |
| <hr/> <hr/> |

Uses

| |
|---|
| Construction |
| Design & Engineering |
| |
| Local Costs of Issuance |
| VRA Costs of Issuance |
| Capital Reserve Fund - Partial Allocation |
| Underwriter's Discount |
| Contingency |
| <hr/> |
| Total Uses |
| <hr/> <hr/> |

INTEREST RATES AND PAYMENT SCHEDULE FOR LOCAL BOND

NO. _____

[\$8,500,000]

**UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA**

**COUNTY OF FLUVANNA, VIRGINIA
Water and Sewer Revenue Bond
Series 2017**

Dated Date: _____, 2017

Issue Date: _____, 2017

The **COUNTY OF FLUVANNA, VIRGINIA** (the “County”), for value received, hereby acknowledges itself indebted and promises to pay to the **VIRGINIA RESOURCES AUTHORITY** (“VRA”) the principal amount of [EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000)], in annual installments in the amounts set forth on Schedule I attached hereto payable on July 15, 2018 and annually on July 15 thereafter to and including July 15, 20__ (each a “Principal Payment Date”), together with interest from the dated date of this Bond on the unpaid installments, payable semi-annually on January 15 and July 15 of each year, commencing on July 15, 20__ (each an “Interest Payment Date”; together with any Principal Payment Date, a “Payment Date”), at the rates per annum set forth on Schedule I attached hereto, subject to prepayment or redemption as hereinafter provided. Principal of and interest and premium, if any, on this Bond are payable in lawful money of the United States of America.

For as long as VRA is the registered owner of this Bond, U.S. Bank National Association, as bond registrar (the “Bond Registrar”), shall make all payments of the principal of and interest and premium, if any, on this Bond, without the presentation or surrender hereof, to VRA, in immediately available funds at or before 11:00 a.m. on the applicable Payment Date or date fixed

for prepayment or redemption. If a Payment Date or date fixed for prepayment or redemption is not a business day for banks in the Commonwealth of Virginia or for the Commonwealth of Virginia, then the payment of the principal of and interest and premium, if any, on this Bond shall be made in immediately available funds at or before 11:00 a.m. on the business day next succeeding the scheduled Payment Date or date fixed for prepayment or redemption. Upon receipt by the registered owner of this Bond of said payments of principal, premium, if any, and interest, written acknowledgment of the receipt thereof shall be given promptly to the Bond Registrar, and the County shall be fully discharged of its obligation on this Bond to the extent of the payment so made. Upon final payment, this Bond shall be surrendered to the Bond Registrar for cancellation.

This Bond is secured by a pledge of the Revenues of the System (as each such term is defined in the Financing Agreement, as hereinafter defined), and is issued pursuant and subject to the terms and conditions set forth in that certain Local Bond Sale and Financing Agreement dated as of June 23, 2017 between VRA and the County (the "Financing Agreement"). Notwithstanding anything in the Local Bond or the Financing Agreement to the contrary, the County's obligations hereunder are not its general obligations, but are limited obligations payable solely from the Revenues which are specifically pledged for such purpose. Neither this Bond nor the Financing Agreement shall be deemed to create or constitute a debt or a pledge of the faith and credit of the County and the County shall not be obligated to pay the principal of or premium, if any, or interest on this Bond or other costs incident hereto except from the Revenues and other funds pledged for such purpose. In the absence of fraud or intentional misconduct, no present or future director, official, officer, employee or agent of the County shall be liable personally to VRA in respect of this Bond or the Financing Agreement or for any other action taken by such individual

pursuant to or in connection with the financing provided for in this Bond or the Financing Agreement.

This Bond is duly authorized and issued in compliance with and pursuant to the Constitution and laws of the Commonwealth of Virginia, including the Public Finance Act of 1991, Chapter 26, Title 15.2 of the Virginia Code, and resolutions duly adopted by the Board of Supervisors of the County to provide funds for the financing of the Project (as defined in the Financing Agreement).

This Bond may be exchanged without cost, on twenty (20) days written notice from the VRA, at the office of the Bond Registrar on one or more occasions for one or more temporary bonds or definitive bonds in marketable form and, in any case, in fully registered form, in denominations of \$5,000 and whole multiples thereof, and having an equal aggregate principal amount, having principal installments or maturities and bearing interest at rates corresponding to the maturities of and the interest rates on the installments of principal of this Bond then unpaid. This Bond is registered in the name of the VRA on the books of the County kept by the Bond Registrar, and the transfer of this Bond may be effected by the registered owner of this Bond only upon due execution of an assignment by such registered owner. Upon receipt of such assignment and the surrender of this Bond, the Bond Registrar shall exchange this Bond for definitive bonds as hereinabove provided, such definitive bonds to be registered on such registration books in the name of the assignee or assignees named in such assignment.

The principal installments of this Bond coming due on or before July 15, 20__ and the definitive bonds for which this Bond may be exchanged that mature on or before July 15, 20__, are not subject to prepayment or redemption prior to their stated maturities. The principal installments of this Bond coming due on or after July 15, 20__, and the definitive bonds for which this Bond may be exchanged that mature on or after July 15, 20__, are subject to prepayment or redemption

at the option of the County prior to their stated maturities in whole or in part, on any date on or after July 15, 20____, upon payment of the prepayment or redemption prices (expressed as percentages of principal installments to be prepaid or the principal amount of this Bond to be redeemed) set forth below plus accrued interest to the date set for prepayment or redemption:

Dates

Prices

Provided, however, that the principal installments on this Bond shall not be subject to prepayment or redemption prior to their stated maturities as described above without the prior written consent of VRA or other registered owner of this Bond. Notice of any such prepayment or redemption shall be given by the Bond Registrar to VRA or other registered owner by registered mail not more than ninety (90) and not less than sixty (60) days before the date fixed for prepayment or redemption.

If VRA refunds its bonds issued in part to purchase this Bond in the future and such refunding causes this Bond to be deemed refunded, the prepayment or redemption of this Bond will be subject to VRA approval and subject to similar prepayment or redemption provisions as set forth above that correspond to the call period of the VRA bonds issued in part to refund this Bond.

All acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as so required, and this Bond, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Fluvanna has caused this Bond to be issued in the name of the County of Fluvanna, Virginia, to be signed by its Chairman or Vice Chairman, its seal to be affixed hereto and attested by the signature of its Clerk or any of its Deputy Clerks, and this Bond to be dated _____, 2017.

COUNTY OF FLUVANNA, VIRGINIA

(SEAL)

ATTEST:

Clerk, Board of Supervisors of the
County of Fluvanna, Virginia

[Vice] Chairman, Board of Supervisors of the
County of Fluvanna, Virginia

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE: _____

the within Bond and irrevocably constitutes and appoints

_____ attorney to exchange said Bond for definitive bonds in lieu of which this Bond is issued and to register the transfer of such definitive bonds on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

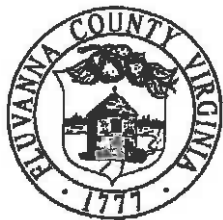
Registered Owner

Signature Guaranteed:

(NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Bond Registrar which requirements will include Membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Bond Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

(NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the front of this Bond in every particular, without alteration or change.)

Schedule I



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

BOARD OF SUPERVISORS

John M. "Mike" Sheridan
Chair
Columbia District

Mozell H. Booker
Vice Chair
Fork Union District

Patricia B. Eager
Palmyra District

Anthony P. "Tony" O'Brien
Rivanna District

Donald W. Weaver
Cunningham District

COUNTY ADMINISTRATION

Steven M. Nichols
County Administrator

Kelly Belanger Harris
Clerk to the Board

06/22/17

Dear Madam Clerk:

Enclosed for filing pursuant to Section 15.2-2627 of the Code of Virginia of 1950, as amended, is a certified copy of a Resolution entitled: "RESOLUTION APPROVING A PLAN OF FINANCING WITH THE VIRGINIA RESOURCE AUTHORITY", which was adopted by the Board of Supervisors of Fluvanna County, Virginia on June 21, 2017. Please file this Resolution among the records of the Clerk, date-stamp "Filed" the additional copy of this letter and the Resolution and return the date-stamped copies to the undersigned. Thank you for your assistance in this regard.

Sincerely,

Eric Dahl

Deputy County Administrator/Director of Finance

~~RECEIVED/FILED~~

2017 JUN 22 PM 3: 03

CIRCUIT CLERK'S OFFICE
FLUVANNA COUNTY, VIRGINIA
T. TREADWAY CLERK
BY Safarish C D.C.

RESOLUTION NO. 2017- 06**RESOLUTION APPROVING A PLAN OF FINANCING WITH THE VIRGINIA RESOURCES AUTHORITY**

WHEREAS, the Board of Supervisors (the "Board") of Fluvanna County, Virginia (the "County") has determined that the County should proceed with a plan to extend water and wastewater infrastructure (the "Project") to the Zion Crossroads area of the County in furtherance of the County's designation of Zion Crossroads as an area of focus for economic development for the County; and

WHEREAS, based on advice of its financial advisor, Raymond James & Associates, Inc. (the "Financial Advisor"), the County may realize favorable financing terms for the financing of the Project through participation in the Virginia Pooled Financing Program ("VPFP") offered by the Virginia Resources Authority ("VRA"); and

WHEREAS, in furtherance of its objective to realize such favorable financing terms for the Project, the County completed and submitted to the VRA an application for participation in the VPFP through VRA's issuance of its Series 2017B VPFP Bonds in August, 2017; and in response has received from VRA a Term Sheet dated June 5, 2017 (the "VRA Term Sheet") with respect to the financing of the Project; and

WHEREAS, the County has received the advice of its Financial Advisor with respect to the financing of the Project and paying certain costs of issuance of the Local Bond, on the terms set forth in the VRA Term Sheet (the "Plan of Financing"), and has determined to implement the Plan of Financing through participation in the VPFP through issuance by the VRA of its Series 2017B Bonds (the "2017B Bonds"); and

WHEREAS, the County now desires to accept the Term Sheet and approve the Plan of Financing, and to approve and authorize the execution and delivery of a Local Bond Sale and Financing Agreement between VRA and the County (the "Financing Agreement"), a Non-Arbitrage Certificate and Tax Compliance Agreement between VRA and the County (the "Tax Compliance Agreement"), and all other instruments, agreements, certificates and other documents described in or contemplated by the Financing Agreement (collectively, the Financing Agreement, the Tax Compliance Agreement and such other documents are hereinafter referred to as, the "Documents"); and

WHEREAS, the County further desires to approve the establishment of the Zion Crossroads Water and Sewer Enterprise Fund for the operation of the Project (the "Enterprise Fund"), and to pledge all revenues generated by the Project and otherwise appropriated by the County to such Enterprise Fund (the "Zion W&S Revenues") to the payment of amounts due from the County under the Financing Agreement, all as contemplated and required by the Term Sheet; and

WHEREAS, in addition to the pledge of Revenues, the County desires to agree to make payments on the Local Bond to the extent that Zion W&S Revenues are insufficient for such purposes, through appropriations to the Enterprise Fund, provided that such payments by the

County will be subject to appropriation from time to time by the Board to the Enterprise Fund, and payable from the Enterprise Fund in accordance with the terms of the Financing Agreement and the Local Bond;

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

1. The Plan of Financing is hereby approved subject to the terms and conditions set forth in this paragraph. The VRA will issue the 2017B Bonds and use the proceeds thereof to acquire the Local Bond. Pursuant to the Financing Agreement, the County is hereby authorized to issue its local bond (the "Local Bond"), and each of the County Administrator or Deputy County Administrator and Director of Finance (the "Deputy County Administrator") is hereby authorized and directed to determine and approve the final terms of the Local Bond, provided however, that (i) the term of the Local Bond shall not exceed 20 years, (ii) the principal amount of the Local Bond shall not exceed \$8,500,000, (iii) the true interest cost of the Local Bond shall not exceed four and one quarter percent per annum (4.25%) (exclusive of Supplemental Interest as defined in the Financing Agreement), and (iv) the Local Bond shall be sold to VRA at a price not less than 99% of the principal amount of the Local Bond. The acceptance and approval of the County Administrator or the Deputy County Administrator of the purchase price and final terms of the Local Bond shall be conclusively evidenced by the due execution and delivery of the Local Bond. The Local Bond shall be payable from the Enterprise Fund, into which shall be deposited the Zion W&S Revenues and any amounts that may be appropriated by the County from time to time to such Enterprise Fund, and collectively such amounts shall be sufficient to pay principal of and interest on the Local Bond, to pay the fees or expenses of the VRA and the Trustee (as defined in the Financing Agreement) and to pay certain other related costs as contemplated by the Financing Agreement. All transfers of funds by the County to the Enterprise Fund to pay principal of or interest on the Local Bond, or other amounts payable pursuant to the Financing Agreement, shall not constitute a "debt" of the County, but shall in all events be subject to appropriation from time to time by the Board of sufficient amounts for such purposes. The sale of the Local Bond to VRA is hereby authorized and the Local Bond shall be delivered to or upon the order of VRA upon payment of the purchase price thereof, pursuant to the terms of Financing Agreement. The Plan of Financing, including without limitation an increase or decrease in the amount of proceeds requested from the VPPF and issuance of the 2017B Bonds, shall be subject to the approval of, and contain such additional requirements and provisions as may be approved by, the County Administrator or the Deputy County Administrator.

2. The Board hereby authorizes and directs the Deputy County Administrator to take all necessary action to establish the Enterprise Fund for the operation of the Project, commencing in the County's fiscal year 2018, and hereby further authorizes the pledge of Zion W&S Revenues to the payment of amounts due under the Local Bond and the Financing Agreement. Furthermore, the Board, while recognizing that it is not empowered to make any binding commitment to make appropriations beyond the current fiscal year, hereby states its intention to make appropriations in fiscal year 2018 and future fiscal years to the Enterprise Fund in amounts sufficient to make all payments due under the Local Bond and the Financing Agreement (to the extent that Zion W&S Revenues are insufficient for such purposes) and hereby recommends that

future Boards of Supervisors do likewise during the term of the Local Bond and the Financing Agreement.

3. This Local Bond shall be a revenue bond of the County, for the payment of principal and interest on which the Zion W&S Revenues shall be pledged, subject to the County's right to apply such revenues to the payment of operation and maintenance expenses of the Project. Such pledge of the Zion W&S Revenues shall be valid and binding from and after the date of delivery of the Local bond to VRA. Further, the Zion W&S Revenues shall immediately be subject to the lien of this pledge without physical delivery thereof or further act, and shall be valid and binding against all parties having claims of any kind against the County regardless of whether such parties have notice of such pledge.

4. The Board hereby determines that it shall hold a public hearing on the issuance of the Local Bond on July 5, 2017 (the "Public Hearing") in accordance with Section 15.2-2606 of the Code of Virginia of 1950, as amended (the "Virginia Code"). The Chairman of the Board, the County Administrator and the Deputy County Administrator, or either of them, is hereby authorized and directed to take such actions as may be necessary or appropriate to implement the Plan of Financing, including without limitation the publication of notice of the Public Hearing as required by Section 15.2-2606 of the Virginia Code, a form of which has previously been provided to the Board (the "Notice of Public Hearing") and is hereby approved. The Chairman of the Board, the County Administrator and the Deputy County Administrator, or either of them, is further authorized and directed to execute the Documents to which the County is a signatory, all of which shall be in substantially the forms submitted to this meeting or in substantially the forms previously executed by the County in connection with its prior participation in VRA's pooled bond program, all of which are hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the County Administrator or Deputy County Administrator and the County's bond counsel, with the County Administrator's or Deputy County Administrator's execution to constitute conclusive evidence of his approval of any such completions, omissions, insertions and changes.

5. The Board hereby affirms and declares that the transactions contemplated by the Financing Agreement constitute the financing of essential water system and wastewater system capital projects for local government purposes and the County anticipates that such capital projects being financed in connection with the Project will continue to be essential to the governmental purposes of the County and its ownership and operation of the Project and the facilities related thereto, during and beyond the term of the Local Bond. Furthermore, the County covenants that it shall not take or omit to take any action the taking or omission of which shall cause the 2017B Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations thereunder, or otherwise cause interest on the 2017B Bonds to be includable in the gross income for Federal income tax purposes of the registered owners thereof under existing law.

6. The Board has previously received and reviewed an Information Statement describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool I (the "Contract"), and the Board has determined to authorize the County Treasurer to utilize SNAP in connection with the

investment of the proceeds of the 2017B Bonds, if the County Administrator determines that the utilization of SNAP is in the best interests of the County. The Board acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the County in connection with SNAP, except as otherwise provided in the Contract.

7. The County intends that the adoption of this resolution be considered as “official intent” within the meaning of the Treasury Regulations, Section 1.150-2, promulgated under the Code.

8. The Board hereby authorizes the VRA to include such information as may be deemed necessary relative to the County and the Plan of Financing in the Preliminary and Final Official Statement prepared with respect to the 2017B Bonds (the “OS”), and further authorizes County Administrator, in consultation with the County’s bond counsel, to prepare and file with the appropriate repository or repositories such continuing disclosure relative to the County and the Plan of Financing as may be deemed to be necessary in the event that the County shall become a “Material Local Government” with respect to the 2017B Bonds, as described in the OS.

9. All costs and expenses in connection with the undertaking of the Plan of Financing and the issuance of the 2017B Bonds, including the fees and expenses of the County’s Bond Counsel and any fees and expenses allocable to the Trustee, VRA or its bond counsel or advisors, shall be paid from the proceeds of the 2017B Bonds or other legally available funds of the County. If for any reason the 2017B Bonds are not issued, it is understood that all such expenses shall be paid by the County from its legally available funds.

10. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.

11. All other acts of the County Administrator or the Deputy County Administrator and other officers of the County that are in conformity with the purposes and intent of this Resolution and in furtherance of the County’s participation in the VPPF, the issuance and sale by VRA of the 2017B Bonds, and the undertaking of the Plan of Financing, including without limitation the making of arrangements for publication of the Notice of Public Hearing, are hereby ratified and approved.

12. This Resolution shall be filed directly with the Clerk of the Circuit Court of the County as soon as practicable after adoption, but shall take effect only upon satisfaction by the County of all applicable requirements under the Public Finance Act, Title 15.2, Section 2600, et. seq. of the Virginia Code.

Adopted: June 21, 2017

(SEAL)

A COPY TESTE:

Kelly Belanger Harris
Clerk to the Board of Supervisors

CERTIFICATE

The undersigned Clerk of the Board of Supervisors (the "Board") of the County of Fluvanna, Virginia (the "County") hereby certifies that:

1. A meeting of the Board was duly called and held on June 21, 2017 (the "Meeting").

2. Attached hereto is a true, correct and complete copy of a resolution (the "Resolution") of the Board entitled "**RESOLUTION APPROVING A PLAN OF FINANCING WITH THE VIRGINIA RESOURCES AUTHORITY**" as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Board present and voting during the Meeting.

3. A summary of the members of the Board present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

| <u>Member Name</u> | <u>Voting</u> | | | | |
|------------------------------------|----------------|---------------|------------|-----------|-------------------|
| | <u>Present</u> | <u>Absent</u> | <u>Yes</u> | <u>No</u> | <u>Abstaining</u> |
| John M. Sheridan, Chairperson | | X | | | |
| Mozell H. Booker, Vice Chairperson | X | | X | | |
| Donald W. Weaver | X | | X | | |
| Patricia B. Eager | X | | X | | |
| Tony O'Brien | X | | X | | |

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

Dated: June 21, 2017

WITNESS my signature and the seal of the Board of Supervisors of Fluvanna County, Virginia this 21 day of June 2017.

Kelley Belange Harris
 Clerk, Board of Supervisors of the County
 of Fluvanna, Virginia

[SEAL]

~~RECEIVED~~/FILED
 2017 JUN 22 PM 3: 03
 CIRCUIT CLERK'S OFFICE
 FLUVANNA COUNTY, VIRGINIA
 T. TREADWAY CLERK
 BY Saburisen, C.D.C.

FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS
July 5, 2017

| No. | Item |
|-----|---|
| 1 | FY17 Capital Reserve Memo 2017-07-05 |
| 2 | FY17 Contingency Balance 2017-07-05 |
| 3 | FY18 BOS Contingency Balance 2017-07-05 |
| 4 | FY18 Capital Reserve Memo 2017-07-05 |
| 5 | Unassigned Fund Balance 2017-07-05 |
| 6 | Building Report – May 2017 |
| 7 | VDOT Secondary Pavement Projects 2017 |
| | |
| | |
| | |
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| | |
| | |

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540
 Palmyra, VA 22963
 (434) 591-1910
 Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: July 5, 2017
From: Marty Brookhart – Management Analyst
To: Board of Supervisors
Subject: FY17 Year-End BOS Contingency Balance

The FY17 Year-End BOS Contingency line balance is as follows:

| | |
|--|---------------------|
| Beginning Budget: | \$150,000.00 |
| Less: Staff Pay Plan Supplement 09.21.16 | -\$13,740.00 |
| Less: County Administrator Salary Increase 09.21.16 | -\$3,526.10 |
| Plus: FY17 1 st Quarter Voluntary Contributions to General Fund | \$10.00 |
| Less: Palmyra Rescue Building Legal, Title, & Survey Fees 10.05.16 | -\$850.00 |
| Less: Economic Development – Tourism Road Signs 11.16.16 | -\$1,100.00 |
| Less: County Attorney Budget Supplement 06.21.17 | -\$105,000.00 |
| FY17 Year-End Balance: | \$25,793.90 |

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MEMORANDUM

Date: July 5, 2017
From: Marty Brookhart – Management Analyst
To: Board of Supervisors
Subject: FY17 Year-End Capital Reserve Balances

The FY17 Year-End Capital Reserve account balances are as follows:

County Capital Reserve:

| | |
|---|------------------|
| FY16 Carryover | \$14,370 |
| FY17 Beginning Budget: | \$200,000 |
| Plus: FY15 & FY16 Projects Completed Under Budget | \$50,323 |
| Less: Palmyra Rescue Building CIP – 09.07.16 | -\$50,000 |
| Plus: FY17 2 nd Quarter Completed Projects | \$7 |
| Less: Courts Building Water Heater Repairs – 03.01.17 | -\$12,725 |
| Less: Administration Building Bathroom Renovations – 04.05.17 | -\$35,000 |
| Less: Historic Courthouse Roof Repairs – 04.12.17 | -\$20,000 |
| Less: Facility Foundation Repairs – 05.17.17 | -\$12,000 |
| FY17 Year-End Balance: | \$134,975 |

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Schools Capital Reserve:

| | |
|---|------------------|
| FY16 Carryover | \$193,243 |
| FY17 Beginning Budget: | \$100,000 |
| Plus: FY15 & FY16 Projects Completed Under Budget | \$48,168 |
| Less: FCHS Equipment Shed Replacement – 08.03.16 | -\$5,400 |
| Less: Floor Scrubber Replacement – 08.03.16 | -\$11,300 |
| Less: Central Elementary Kitchen Doors Replacement – 11.16.16 | -\$4,922 |
| Plus: FY17 2 nd Quarter Completed Projects | \$69 |
| Less: FCHS Automated Doors – 02.01.17 | -\$29,335 |
| Less: Carysbrook Elementary Roof Repairs – 02.01.17 | -\$6,500 |
| Less: FMS and Central Elementary Floor Scrubbers – 06.07.17 | -\$23,600 |
| Less: FMS Painting – 06.07.17 | -\$10,520 |
| Less: Central HVAC Unexpected Repairs – 06.21.17 | -\$11,300 |
| FY17 Year-End Balance: | \$238,603 |

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MEMORANDUM

Date: July 5, 2017
From: Marty Brookhart – Management Analyst
To: Board of Supervisors
Subject: FY18 BOS Contingency Balance

The FY18 BOS Contingency line balance is as follows:

| | |
|---|---------------------|
| Beginning Budget: | \$150,000.00 |
| Less: Arts Council FY18 Allocation Grant Supplement – 06.07.17 | -\$500.00 |
| Available: | \$149,500.00 |

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MEMORANDUM

Date: July 5, 2017
From: Marty Brookhart – Management Analyst
To: Board of Supervisors
Subject: FY18 Capital Reserve Balances

The FY18 Capital Reserve account balances are as follows:

County Capital Reserve:

| | |
|-------------------------|------------------|
| FY17 Carryover | \$134,975 |
| FY18 Allocation: | \$175,000 |
| | |
| Available: | \$309,975 |

Schools Capital Reserve:

| | |
|-------------------------|------------------|
| FY17 Carryover | \$238,603 |
| FY18 Allocation: | \$75,000 |
| | |
| Available: | \$313,603 |

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MEMORANDUM

Date: July 5, 2017
From: Marty Brookhart – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

| | |
|--|---------------------|
| *FY17 Year End (Unaudited) Unassigned Fund Balance: | *\$4,840,117 |
| | |
| Current (Unaudited) Unassigned Fund Balance: | *\$4,840,117 |

*Audited FY17 Year End Unassigned Fund Balance will be available upon completion of the FY17 CAFR

Culpeper District
Louisa Residency
Fluvanna County
Monthly Report: July 2017

Fluvanna Mileage, Structures

| PRIMARY MILES | SECONDARY MILES | STRUCTURES | TOTAL MILES |
|---------------|-----------------|------------|-------------|
| 102.34 | 598.62 | 75 | 700.96 |

Fatal Accidents

| DATE | LOCATION | ALCOHOL | RESTRAINT |
|------------|---|---------|-----------|
| 01/23/2017 | Route 15S, North of RTE 656 Bremono Rd (3 fatalities) | No | Yes |

[Link to SmartScale Draft Funding Scenario-2018](#)

[Link to SmartScale Applications \(Filter for Fluvanna Co. Projects\)](#)



Projects In Development: Preliminary Engineering

| PROJECT | LAST MILESTONE | NEXT MILESTONE | AD DATE |
|--|----------------------------|---------------------------|----------|
| Route 629 Deep Creek Road– Bridge Replacement (UPC:104848) | -- | Project Scoping | DEC 2018 |
| Route 53 Safety improvements at Route 618, Roundabout, (UPC:96938) | Public Hearing (June 2017) | Authorize ROW (June 2018) | NOV 2019 |
| Route 600-618 Intersection Improvements (UPC TBD) | Adopted SSYP | Pre-Scoping | TBD |
| Route 53 Safety Improvements HSIP Project Rumble Strips (UPC:106955) | -- | Authorize PE | 2020 |
| Deck Repair and Roadside Drainage Improvements (UPC: 109133) | -- | Pre-Scoping | 2018 |

Projects Under Construction

Road Projects:

| PROJECT | LAST MILESTONE | NEXT MILESTONE | STATUS |
|---------------------------|----------------------|---------------------|---------|
| Route 1102 – Rural Rustic | Grading and drainage | Surfacing Scheduled | Ongoing |

| | | | |
|--|----------------------------------|--------------------------------------|---------|
| <i>Columbia District (UPC:107315)</i> | complete | for September | |
| Route 1101 – Rural Rustic <i>Columbia District (UPC:109165)</i> | Grading and drainage complete | Surfacing Scheduled for September | Ongoing |
| Route 1103 – Rural Rustic <i>Columbia District (UPC:109167)</i> | Grading and drainage complete | Surfacing Scheduled for September | Ongoing |
| Route 1106 – Rural Rustic <i>Columbia District (UPC:109169)</i> | Grading and drainage complete | Surfacing Scheduled for September | Ongoing |
| Route 1108 – Rural Rustic <i>Columbia District (UPC:109185)</i> | Grading and drainage complete | Surfacing Scheduled for September | Ongoing |

Road Projects

- **Route 15/53** (NFO)0015-032-752,C501 (UPC 98213) – Contractor to continue with Phase 1 & 2 Construction which includes not limited to the installation of storm drainage, sewer, stone base, concrete curb, underdrain, asphalt and pavement markings.
Scope: Construct a rural single lane Roundabout
Estimated Contract Completion Date: August 2017
- **On-Call Pipe Replacements** PR07-967-255, N501 (UPC 106020)
- **District Wide Guardrail Repair and/or Replacement** GR07-967-269, N501 (UPC 106849)
- **District Wide ADA Compliance** (NFO)ADA7-967-317,N501 (UPC 108027)
- **On-Call District Wide Pavement Marking** TS07-967-325, N501 (UPC 108282)

Bridge Projects

- **District Wide Bridge Deck Cleaning and Washing** (NFO) BRDG-967-241,N501 (UPC 105980)
- **District Wide Bridge Maintenance** (NFO)BRDG-967-240, N501 (UPC 105979)
- **Route 623 over Branch Venable Creek, (scheduled): Will Close for replacement September – November 2017.**

Resurfacing Projects

- **Plant Mix Schedule/Surface Treatment Schedule:** List of 2017 routes attached.

Traffic Engineering

Studies Under Review:

- Route 652 Academy Road, Traffic Safety Study (Study# 065-0652-2016069-011)
- Route 708 (Blue Ridge Dr), From Route 250 to End State Maintenance
 - VDOT Traffic Engineers performed site-visit on 6/23/17, study ongoing (Study# 065-0708-20170510-011);
- RTE 600 (S. Boston Road) at RTE 616 (Union Mills) County request to relocate Stop Bar.
 - VDOT Traffic Engineers performed site-visit on 6/23/17, VDOT plans to clear vegetation within ROW on southeast corner to improve sight-distance and re-position stop bar on S. Boston Rd. ;

- Route 600, Riverside Gate: VDOT Traffic Engineers performed site-visit on 06/23/17, VDOT to schedule meeting with County on site to review traffic concerns.

Completed Studies

- Route 617 (Little Creek Rd, Solar Farm entrance study), Traffic Safety Study (065-0617-12282016-011), Speed Limit 55-MPH, RE: Coronal Development Solar Panel Farm on Rte. 617;
- Route 250, Hwy 15 west to Route 631, Troy Road. *VDOT does not recommend any changes at this time*

County Safety and Operational Improvements:

- Route 600, Slice Rd, Abbey Rd. *VDOT planning Crosswalk, Sidewalk, ADA Ramps, Pedestrian safety with Culpeper District Traffic Engineering;*
- Village of Palmyra Traffic Circle *(The County indicated that they would seek community input, pending Board review and approval).*

Area Land Use:

Commercial Entrances: Route 608, Cell Tower site, permit issued

Private Entrances: (2)

Fiber Optic (Fluvanna County Public Schools) 50,450 lf of cable under review

Maintenance Activities

VDOT crews in Palmyra and Zion Crossroads Area Headquarters have responded to **532** Work Orders in FY17. Crews completed the following activities during the past month.

- Mowing taking place county wide
- Pipe replacement on 1 routes
- Pothole/ patching repair on 6 routes
- Tree & debris removal on 7 routes
- Drainage issues worked on county wide
- Sight distance 1 route
- Ditching on 1 route
- Rural rustic 3 routes

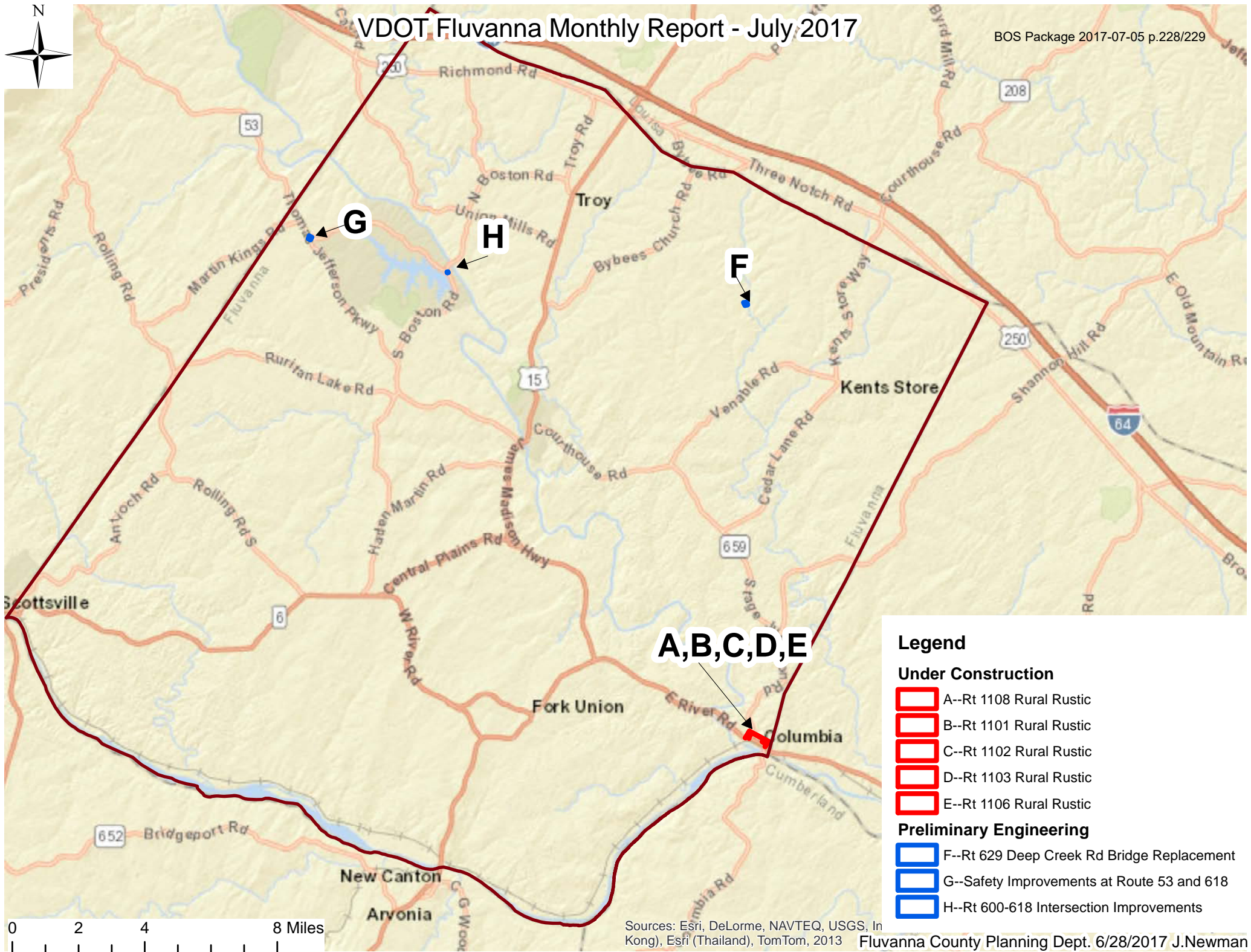
BOS Manual:

http://www.virginiadot.org/business/resources/local_assistance/BOSManual_2017.pdf

Alan Saunders, P.E.
Resident Engineer
VDOT Louisa Residency
540-967-3710






VDOT Fluvanna Monthly Report - July 2017

BOS Package 2017-07-05 p.228/229






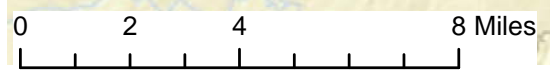
Legend

Under Construction

-  A--Rt 1108 Rural Rustic
-  B--Rt 1101 Rural Rustic
-  C--Rt 1102 Rural Rustic
-  D--Rt 1103 Rural Rustic
-  E--Rt 1106 Rural Rustic

Preliminary Engineering

-  F--Rt 629 Deep Creek Rd Bridge Replacement
-  G--Safety Improvements at Route 53 and 618
-  H--Rt 600-618 Intersection Improvements





**Culpeper District
Louisa Residency**

Fluvanna County 2017 Pavement Resurfacing

| Route | Name | From | To | Pavement Resurfacing | Cost |
|-------|-----------------|---------------------------|--------------------------|----------------------|-----------|
| 601 | Venable | Rte. 630 | Rte. 659 | Surface Treatment | \$46,185 |
| 605 | Shannon Hill | Rte. 659 | Goochland County Line | Surface Treatment | \$31,815 |
| 606 | Hells Bend | Rte. 608 | End State Maint. | Surface Treatment | \$20,064 |
| 606 | Rivanna Mills | End State Maint. | Rte. 609 | Surface Treatment | \$3,285 |
| 608 | Rising Sun | Rte. 663 | Rte. 632 | Surface Treatment | \$20,064 |
| 608 | Rising Sun | Rte. 663 | Rte. 601 | Surface Treatment | \$28,512 |
| 613 | Bybees Church | Rte. 630 | Rte. 607 | Surface Treatment | \$21,120 |
| 614 | Tepee Town | End State Maint. | Rte. 612 | Surface Treatment | \$24,288 |
| 617 | Morris Rd | Rte. 15 | End State Maint. | Surface Treatment | \$2,933 |
| 624 | Holmhead Circ | Rte. 6 | Rte. 6 | Surface Treatment | \$7,979 |
| 624 | Point of Fork | End State Maint. | Rte. 656 | Surface Treatment | \$12,965 |
| 629 | Deep Creek | Rte. 608 | Rte. 631 | Surface Treatment | \$35,376 |
| 631 | Dogwood Dr | Rte. 613 | Rte. 629 | Surface Treatment | \$37,664 |
| 632 | Ridge Rd | Rte. 15 | Rte. 661 | Surface Treatment | \$1,995 |
| 632 | Ridge Rd | Rte. 661 | Rte. 608 | Surface Treatment | \$35,669 |
| 634 | Mechunk Crk | End State Maint. | Rte. 600 | Surface Treatment | \$19,947 |
| 637 | Antioch Rd | Rte. 643 | Rte. 620 | Surface Treatment | \$18,109 |
| 637 | Antioch Rd | Rte. 773 | Rte. 643 | Surface Treatment | \$35,231 |
| 638 | Old Rectory Ln | Rte. 6 | End State Maint. | Surface Treatment | \$6,336 |
| 639 | Long Acre | Rte. 620 | Rte. 640 | Surface Treatment | \$49,632 |
| 644 | Friendship Way | Rte. 15 | Rte. 616 | Surface Treatment | \$17,500 |
| 646 | Hardware | End State Maint. | Rte. 6 | Surface Treatment | \$40,602 |
| 647 | Shiloh Church | Rte. 648 | Rte. 640 | Surface Treatment | \$25,813 |
| 647 | Shiloh Church | Rte. 649 | Rte. 648 | Surface Treatment | \$14,491 |
| 654 | Colverdale | Rte. 655 | Rte. 656 | Surface Treatment | \$39,295 |
| 656 | Bremo | Rte. 6 | End State Maint. | Surface Treatment | \$11,088 |
| 659 | Cedar Ln | Rte. 630 | Rte. 601 | Surface Treatment | \$31,709 |
| 661 | Rescue Ln | Rte. 632 | Rte. 15 | Surface Treatment | \$1,115 |
| 671 | Gold Mine | Rte. 6 | Rte. 6 | Surface Treatment | \$31,915 |
| 688 | Hidden Valley | Rte. 639 | End State Maint. | Surface Treatment | \$11,733 |
| 694 | Deer Ln | Rte. 654 | End State Maint. | Surface Treatment | \$7,697 |
| 703 | Davis Ln | End State Maint. | Rte. 624 | Surface Treatment | \$2,992 |
| 710 | New Fork Church | End State Maint. | Rte. 650 | Surface Treatment | \$2,816 |
| 710 | New Fork Church | End State Maint. | Rte. 650 | Surface Treatment | \$2,992 |
| 711 | Troy Woods | Rte. 600 | End State Maint. | Surface Treatment | \$2,537 |
| 712 | Ferncliff Farms | Rte. 659 | End State Maint. | Surface Treatment | \$5,808 |
| 714 | Union Church | End State Maint. | Rte. 640 | Surface Treatment | \$1,760 |
| 715 | Stag | Rte. 694 | End State Maint. | Surface Treatment | \$1,408 |
| 6 | | Rt. 15 | .35 Mi. E. Rt. 656 | Plant Mix | \$468,786 |
| 6 | | .83 Mi. Rt. 656 East Int. | Goochland County Line | Plant Mix | \$219,537 |
| 6 | | Rt. 15 | Rt.659 | Plant Mix | \$20,317 |
| 53 | | 2.0 Mi. E Rt 660 | Rt 15 | Plant Mix | \$405,088 |
| 15 | | .25 N. of S. Int. Rte. 6 | Rte 6 N. Int. | Plant Mix | \$264,781 |
| 15 | | Rte 6 N. Int. | Rte. 673 | Plant Mix | \$514,089 |
| 15 | | Rt. 655 | .25 N. of S. Int. Rte. 6 | Plant Mix | \$230,169 |
| 15 | | Rte 6 N. Int. | Rte. 673 | Plant Mix | \$6,642 |

Grand Total: \$2,841,848