



## FLUVANNA COUNTY BOARD OF SUPERVISORS

### REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

August 21, 2024 at 6:00 pm

#### TAB AGENDA ITEMS

#### 1 - CALL TO ORDER

#### 2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

#### 3 – ADOPTION OF AGENDA

#### 4 – COUNTY ADMINISTRATOR’S REPORT

#### 5 – PUBLIC COMMENTS #1 (5 minutes each)

#### 6 – APPOINTMENTS

#### 7 – PRESENTATIONS (normally not to exceed 10 minutes each)

#### 8 – ACTION MATTERS

- A Appeal of Staff Interpretation of Subdivision Ordinance as it pertains to a requested subdivision of Tax Map 41 Section A Parcel 61 located on Terre Haute Lane, a private road, per Section 19-8-1 of the Fluvanna County Code – Dan Whitten, County Attorney; Todd Fortune, Director of Planning
- B Resolution to perform a Speed Limit Study on Route 662 – Eric Dahl, County Administrator

#### 9 – PUBLIC HEARING

- C Public hearing to Enact County Code Section 2-1-7 to Assess an Electronic Summons System Fee – Dan Whitten, County Attorney
- D Approval of a waiver for the maximum sign area requirements for the Wawa at Zion Crossroads – Dan Whitten, County Attorney; Todd Fortune, Director of Planning

#### 10 – CONSENT AGENDA

- E Minutes of August 6, 2024 – Caitlin Solis, Clerk to the Board
- F Minutes of August 7, 2024 – Caitlin Solis, Clerk to the Board
- G Resolution Recognizing Margaret Palmer - Eagle Scout – Eric Dahl, County Administrator
- H Approval of CCTV Server Purchase Contract with Pavion Corp. – Dan Whitten, County Attorney
- I Approval of Security System Upgrade Purchase Contract with Pavion Corp. – Dan Whitten, County Attorney
- J Termination of Declaration of Local Emergency – Eric Dahl, County Administrator
- K Permit Addition of a New Primary Dwelling to Replace Existing Primary Dwelling within Camp Friendship Conservation Easement Parcel – Jason Overstreet, Senior Planner
- L Zion 3 Notch, LLC Development Agreement – Dan Whitten, County Attorney and Jennifer Schmack, Director of Economic Development
- M CRMF - FCHS Driver on Chiller Circulation Pump – Don Stribling, FCPS Executive Director

#### 11 – UNFINISHED BUSINESS

- N Voting District Name Change – Eric Dahl, County Administrator

#### 12 – NEW BUSINESS

*Fluvanna County is committed to providing an excellent quality of life for our citizens and businesses through the efficient delivery of core services and programs, while preserving the unique identity and rural character of the County.*

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TBD

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**13 – PUBLIC COMMENTS #2** (5 minutes each)

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**14 – CLOSED MEETING AND DINNER RECESS**

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TBD

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**15 – ADJOURN**

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County Administrator Review

## **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.

## **GENERAL RULES OF 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 defamatory or abusive language directed at any member of the Board or other person, to create excessive noise, or in any way incite persons to use such tactics. The Chair shall be the judge of such breaches, however, the Board may by majority vote of the Board members present and voting to overrule the judgment of the Chair.
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.

## **RULES OF PROCEDURE FOR PUBLIC HEARINGS**

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.

*Fluvanna County is committed to providing an excellent quality of life for our citizens and businesses through the efficient delivery of core services and programs, while preserving the unique identity and rural character of the County.*

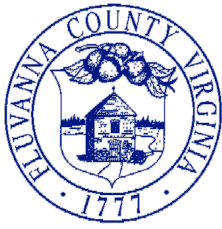


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB A**

<b>MEETING DATE:</b>	August 21, 2024				
<b>AGENDA TITLE:</b>	Appeal of Subdivision Agent Interpretation of Subdivision Ordinance as it pertains to a requested subdivision of Tax Map 41 Section A Parcel 61 located on Terre Haute Lane, a private road, per Section 19-8-1 of the Fluvanna County Code.				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors (affirm/ modify/ reverse/ defer) the Subdivision Agent’s interpretation of Section 19-8-1 of the Fluvanna County Code as it relates to subdivisions on private roads with respect to Tax Map 41 Section A Parcel 61.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Dan Whitten, County Attorney; Todd Fortune, Director of Planning				
<b>PRESENTER(S):</b>	Dan Whitten, County Attorney; Todd Fortune, Director of Planning				
<b>RECOMMENDATION:</b>	The Board of Supervisors is being asked to determine whether to consider the property owner’s appeal of a subdivision agent interpretation of the Subdivision Ordinance requirements for private roads not built to VDOT standards.				
<b>TIMING:</b>	Normal				
<b>DISCUSSION:</b>	The owner of Tax Map 41 Section A Parcel 61 contacted staff in the Planning and Zoning Department in April 2024 asking for an interpretation of Section 19-8-1 of the Fluvanna County Code as it pertains to subdividing lots on a private road. Specifically, the owner wishes to subdivide a lot on Terre Haute Lane. On May 28, after researching the matter and consulting with the County Attorney, the Subdivision Agent contacted the property owner via letter and e-mail advising that future subdivisions on this road would be subject to current restrictions listed in Section 19-8-1.				
<b>FISCAL IMPACT:</b>	None.				
<b>POLICY IMPACT:</b>	The Board is being asked to consider an appeal of the Subdivision Agent interpretation of the Fluvanna County Subdivision Ordinance regarding subdivisions on private roads not built to VDOT standards.				
<b>LEGISLATIVE HISTORY:</b>	Prior to 2004, the Fluvanna County Subdivision Ordinance restricted minor subdivisions on private roads not constructed to VDOT standards to a minimum of 10 acres per lot. In November 2004, the Ordinance was amended to add an additional restriction on minor subdivisions not constructed to VDOT standards that such roads can serve no more than five (5) lots.				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Staff Report</li> <li>• Subdivision agent Letter to Property Owner regarding Interpretation of Subdivision Ordinance</li> <li>• Property Owner Notice of Appeal</li> <li>• County Code Section 19-8-1</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X				X





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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

BOS2024-08-21 p.7/158  
132 Main Street  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
www.fluvannacounty.org

## BOARD OF SUPERVISORS STAFF REPORT

**To:** Fluvanna County Board of Supervisors      **From:** Todd Fortune  
**Request:** Appeal of Subdivision Interpretation      **District:** Fork Union Election District  
Tax Map Parcel 41-A-61 (Terre Haute Lane)

**Applicant:** James G. Hardwick, owner, Tax Map Parcel 41-A-61

**Requested Action:** The Board of Supervisors is being asked to determine whether to approve the property owner's appeal of the Subdivision Agent's interpretation of the Subdivision Ordinance requirements for private roads not built to VDOT standards.

**Existing Zoning:** A-1, Agricultural, General

**Existing Land Use:** Vacant

**Applicant Summary:**

Mr. Hardwick contacted the Fluvanna County Planning and Zoning Department in April 2024 requesting an interpretation of Section 19-8-1 of the Fluvanna County Code as it pertains to subdividing lots on a private road. Specifically, the owner wishes to subdivide a lot on Terre Haute Lane (Tax Map 41-A-61) into three separate lots.

According to County GIS data, the road in question is currently served by 11 lots. Section 19-8-1.c of the Fluvanna County Code, adopted in November 2004, places the following restriction on private roads in a minor subdivision not constructed to VDOT standards:

*"Except in the case of lots intended, designed and used (a) for attached single-family, two-family or multi-family dwellings; (b) for rural cluster lots; or (c) for commercial or industrial uses, no lot served by a private road may be less than ten (10) acres in area, and no such private road shall serve more than five (5) lots."*

Consequently, on May 28, 2024, after researching the matter and consulting with the County Attorney, the Subdivision Agent contacted the property owner via letter and e-mail advising that future subdivisions on this road would be subject to current restrictions listed in Section 19-8-1.c. Subsequently, as allowed in Section 19-9-3 of the Fluvanna County Code, Mr. Hardwick filed an appeal of this decision on June 7, 2024. The Board has 60 days to hear this appeal.

Mr. Hardwick advised that he had spoken with former Fluvanna County staff about this matter in the past, and had received conflicting guidance regarding what could be allowed with this lot.

Current Fluvanna County staff reached out to former Planning Director Jason Stewart and Steve Tugwell, former Senior Planner, each of whom had prior conversations with Mr. Hardwick about this.

- County staff spoke with Jason Stewart on May 20 and June 7, 2024. Mr. Stewart advised that he had some conversations with Mr. Hardwick around 2015 and 2016, and maybe another time around 2018. He advised that he vaguely remembered that Mr. Hardwick could not do what he stated he wanted to do with the lot. Mr. Stewart advised that he believes his predecessor also discussed this matter with Mr. Hardwick.
- County staff spoke with Steve Tugwell on June 12, 2024. Mr. Tugwell said he vaguely recalls conversations with Mr. Hardwick around 2015 and 2016 about this. Mr. Tugwell advised that he has no recollection of telling Mr. Hardwick that he could subdivide the lot, but added that he does not recall any more details given the amount of time elapsed since then.

### **History, Terre Haute Lane:**

Prior to February 2004, the Fluvanna County Code defined a minor subdivision as having 15 lots or fewer. In February 2004, the Board of Supervisors approved an amendment to the subdivision ordinance which changed the definition of a minor subdivision as having five (5) lots or fewer.

Terre Haute Lane serves 11 lots, according to Fluvanna County GIS data. The County's data shows that all of these lots were either sold or houses built on them in 2004 or earlier.

- Tax Map 41-10-1A (34 Terre Haute Lane): Built in 1975.
- Tax Map 41-8-15 (49 Terre Haute Lane): Built in 1990.
- Tax Map 41-8-16 (91 Terre Haute Lane): Built in 1995.
- Tax Map 41-10-1 (104 Terre Haute Lane): Built in 1996.
- Tax Map 41-7-2 (no street address): Vacant, sold in 2004.
- Tax Map 41-A-61E (no street address): Vacant, sold in 2004.
- Tax Map 41-A-61 (no street address): Vacant, sold in 2004.
- Tax Map 41-A-61G (440 Terre Haute Lane): Built in 1987.
- Tax Map 30-A-75A (468 Terre Haute Lane): Built in 1898.
- Tax Map 30-A-67 (496 Terre Haute Lane): Vacant land with a mobile home, sold in 2004.
- Tax Map 30-A-74B (705 Terre Haute Lane): Built in 1992.



There are two other lots showing on Terre Haute Lane per the County's GIS data (not listed above), but do not have street addresses and do not appear to be physically served by Terre Haute Lane (they appear to be landlocked):

- Tax Map 30-A-75: Vacant, sold in 2004.
- Tax Map 30-A-74: Vacant, sold in 2004.

There was some question about whether the lot Mr. Hardwick wants to divide (Tax Map 41-A-61) was subdivided after 2004. Fluvanna County data shows at least two separate boundary line adjustments affecting this parcel and an adjoining parcel (Tax Map 41-A-64) in 2008 and 2024; however, County GIS data does not show any subdivisions of this lot (or any others on Terre Haute Lane) after 2004.

**History, Fluvanna County Code:**

Prior to November 2004, street requirements for subdivisions were covered in Section 19-7-1 of the Fluvanna County Code. Section 19-7-1.e contained the following restriction on private roads serving a minor subdivision:

“No lot in any such subdivision shall be less than 10 acres in area.”

In November 2004, the Fluvanna County Code was amended to include a new section, 19-8-1. Regulations for streets within subdivisions were moved to this new section. Section 19-8-1.c covers private roads in a minor subdivision not built to VDOT standards and includes the following language:

*“Except in the case of lots intended, designed and used (a) for attached single-family, two-family or multi-family dwellings; (b) for rural cluster lots; or (c) for commercial or industrial uses, no lot served by a private road may be less than ten (10) acres in area, and no such private road shall serve more than five (5) lots.”*

The November 2004 amendment included the five-lot limit and the exceptions noted above (bolded and in italics).

**Suggested Motion:**

I move that the Board of Supervisors (affirm/ modify/ reverse/ defer) the Subdivision Agent's interpretation of Section 19-8-1 of the Fluvanna County Code as it relates to subdivisions on private roads with respect to Tax Map 41 Section A Parcel 61.



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## COUNTY OF FLUVANNA

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Fax (434) 591-1911  
www.fluvannacounty.org

May 28, 2024

James G. Hardwick  
2210 River Road W.  
Maidens, Virginia 23102

RE: Request for Interpretation, Tax Map Parcel 41-A-61

Mr. Hardwick,

You recently contacted our office requesting an interpretation of the Fluvanna County Subdivision Ordinance, specifically Section 19-8-1 of the Fluvanna County Code, as it relates to a proposed 3-lot minor subdivision on Terre Haute Lane (a private road).

I apologize for any conflicting guidance you previously received from the former Planning Department staff. Per Section 19-8-1.c of the County Code, which addresses private subdivision roads not constructed to VDOT standards:

***"Except in the case of lots intended, designed and used (a) for attached single-family, two-family or multi-family dwellings; (b) for rural cluster lots; or (c) for commercial or industrial uses, no lot served by a private road may be less than ten (10) acres in area, and no such private road shall serve more than five (5) lots."***

Based on our research, the Ordinance was amended in November 2004 to include the five-lot limit and the exceptions noted above (bolded and in italics). As to why more than five lots would have been approved for this road, it appears from a review of the County's GIS maps that all of the existing houses built on lots served by Terre Haute Lane pre-date the current regulation. New subdivisions on this road would be restricted by the five-lot limit noted above.

Please be advised that per Section 19-9-3 of the Fluvanna County Code, you have a right to appeal this interpretation to the Fluvanna County Board of Supervisors. You have 10 days from the date of this letter to submit an appeal to our office, and the Board would have 60 days from the date it is filed to hear the appeal.

Regards,

Todd Fortune  
Director of Planning

cc: Fluvanna County Attorney

**Todd Fortune**

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**From:** GM replyhere590 <replyhere590@gmail.com>  
**Sent:** Friday, June 7, 2024 2:36 PM  
**To:** Todd Fortune  
**Cc:** A Hardwick; Jason Overstreet  
**Subject:** TSMB road agreement for Terre Haute Ln, dividing our parcel 41-A-61, appeal  
**Attachments:** REFRM LGL appeal of Planning decision to BOS 202406.docx

[EXTERNAL EMAIL] USE CAUTION.

2024 06 07 Please advise if I need to mail a letter via USPS to complete the appeal. I have attached a MS word doc as well.

-----  
James G Hardwick  
For Rivanna-Mt Burgha Farm 1787 LLC  
2210 River Road W  
Maidens, VA 23102  
804-350-6895  
2024 06 06

Todd Fortune  
Director of Planning  
Fluvanna County  
132 Main Street  
P.O. Box 540  
Palmyra, Virginia 22963  
tfortune@fluvannacounty.org

In Re: our request for approval of minor subdivision of our parcel TM 41-A-61 into 3 parcels, your decision email/letter dated 20240528 (US Mail received June 3)

Dear Mr Fortune:

Please accept this emailed letter as a notice of appeal to the Fluvanna County Board of Supervisors of your above referenced decision denying our request, for approval to divide our parcel using the 625 ft of private road frontage on Terre Haute Lane.

In the brief time I have to make this required notice of appeal since receiving your letter, we base our appeal on the following concerns, documents and facts. Please note that we request leave to add to and further clarify our recollections, documents and other elements before and when making our presentation to the Board on this appeal. We may need to hire an attorney for the process depending on what we learn going forward.

As a general request I would ask that all prior correspondence between your office (going back as far as available, including with Mr Overstreet) and us be incorporated by reference since it contains a great deal of details relevant to to this appeal.

We originally discussed with and requested approval for these divisions in 2017 working with your predecessor Mr Jason Stewart and his associate Mr Steve Tugwell, at a meeting in his office.

Also, please provide contact information to me for Mr Stewart, since I believe you noted that you did have correspondence with him.

In particular I believe I provided either you or Mr Overstreet a copy of an email from either Mr Stewart or Mr Tugwell that followed our 2017 meeting which clearly implies his intention to approve our request, though without the required soils and other statutory requirements he could of course not give a final approval in that email. Certainly I wish I had asked for a "formal" determination as I did of you recently but I never considered that he or any successor would go back on what he and Steve told me in person.

In brief, we were told by your predecessor Mr Stewart that our request would be approved, and that when he made this determination, he would have been fully aware of the changes in county ordinances (apparently 2004 and 2015) referred to in our prior correspondence. He even mentioned that he and Steve could likely push approval through in as little as 45 days after receiving the requirements (soils, survey, and related) from us, in the event time became critical. Our long term intention was to enhance a conservation easement process, since we had decided to build or add to the old house. Though we did begin the process of meeting requirements by surveying for the required boundary line adjustment to enable division, that overall intention has gone the way of the wind with COVID, followed by my cancer diagnosis, surgery and other continuing treatments.

Relevant to our delay in going forward from the 2017 meeting, a major factor was our realizing that land transfers at that time were making the easement process look bleak financially after doing the survey and particularly after talking to conservation easement process focused appraisers. The better prospects in today's environment are what led us to restart the process first with Mr Miles (from whom we first learned of the private road lot limit concerns) and then with you after taking to your deputy Mr Overstreet.

Please note my concern that your office approved Mr Lum's added divisions affecting this private road after the 2004 ordinance change you referenced in denying our request. One of those divisions resulted in lot 61, which we purchased in 2015 from Lum's 2007 buyer to enable access on that road for our other land and to enable the now appealed divisions permission.

In summary we respectfully ask that our request and appeal be granted in accord with the fairness, including respect for precedent and what we were led to believe, that we feel the record we have provided above and/or referenced shows is deserved.

As an added benefit to the County of Fluvanna, we believe our current selling process aimed at our retirement (now focused on my health issues) will be more likely to result in a conservation minded buyer interested in either the traditional VA Land Conservation tax credit process or the lesser known USDA/NRCS Agricultural Land Easement (ALE) program, as opposed to one more interested in the 2005 Cluster subdivision (sketch plan) approval we have in hand, which could mean more than 50 homes replacing our Bicentennial Farm.

If the permissions allowed Mr Lum when he divided his parcel and the favorable interpretation we believe we had from Mr Stewart are now considered out of bounds based on current interpretation of the relevant ordinances, we further ask that we not be unduly burdened by our detrimental reliance thereby.

Good faith is the standard we ask.

Thank you for working with us.

Respectfully submitted,

J G Hardwick/"Mt Burgha Farm"  
For Rivanna-Mt Burgha Farm 1787 LLC  
804-350-6895

Sent from my iPad Pro 6th  
ReplyHere590@Gmail.Com  
TWMGMT2210@Gmail.Com  
Note—WWW.Ordinary.com & its addresses are temporarily down

**Sec. 19-8-1. Streets.**

An adequate system of streets shall be constructed to provide access from all lots to the state highway system.

- (A) In any major subdivision, as defined herein, all streets shall be designed and constructed in conformance with the Virginia Department of Transportation's subdivision street requirements. Preliminary plans for all such streets shall have been approved by the Virginia Department of Transportation prior to approval of the preliminary plat.
- (B) Proposed street names shall be shown on the preliminary plat, and may be changed by the Subdivision Agent. Names of new streets shall not duplicate names of existing streets, irrespective of suffixes. Any street that is a continuation of an existing street shall bear the name of the existing street. The governing body may institute a fee in order to acquire and install all street identification signs. Where a street is planned for future extension, and a stub street serving three or more ( $\geq 3$ ) lots is proposed for construction as part of a subdivision, a temporary turnaround shall be provided on such stub street. Such turnaround shall be of adequate location, size and design as determined by the Subdivision Agent. All stub streets shall be marked with a metal sign clearly providing public notice that the street is subject to future extension.
- (C) Any private road in a subdivision which will not be constructed to Virginia Department of Transportation standards shall be located in a right-of-way or easement at least fifty (50) feet in width and shall be so designed and built as to provide adequate access by ordinary passenger vehicles in all weather, in accordance with the provisions of this section as set forth hereinafter. All lots that are within a subdivision which is served by any private road shall be prohibited direct vehicular access from an existing public road by deed restriction or other means. Except in the case of lots intended, designed and used (a) for attached single-family, two-family or multi-family dwellings; (b) for rural cluster lots; or (c) for commercial or industrial uses, no lot served by a private road may be less than ten (10) acres in area, and no such private road shall serve more than five (5) lots. The plat, and each deed, shall clearly state that the county and Commonwealth are not responsible for the maintenance of the roads. A road maintenance agreement, approved by the County Attorney and the Subdivision Agent, shall be filed with the deeds of all lots to be served by such private road. Such agreement shall require the landowners, jointly and severally, to cooperate in and pay for the maintenance of the road such that emergency vehicles and other necessary traffic can reach all of the lots with reasonable ease. Each plat showing any such private road shall contain a certification from a registered surveyor or engineer in substantially the following form: "The private road shown on this plat will provide reasonable access to all lots served by such road by emergency vehicles and ordinary passenger vehicles as required by Section 19-8-1 of the Fluvanna County Code." Private roads shall conform to the following minimum specific construction standards:

Number of Lots	Right-of-Way Width	Minimum Width of Travelway	Surface Treatment	Minimum Ditchline	Maximum Grade
1-5	50 feet	14 feet	Gravel (#25 or #26), 3 inches in depth over suitable base	4 feet in width, with a minimum of 4% slope from the travelway and ditches a minimum of 18 inches in depth	9%

(Ord. 11-17-04; Ord. 8-1-12; Ord. 12-16-15)

State law reference(s)—Streets in subdivisions, see Code of Va., § 15.2-2241.A.

**Todd Fortune**

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**From:** GMAIL Replyhere590 <replyhere590@gmail.com>  
**Sent:** Monday, November 7, 2022 3:24 PM  
**To:** Douglas Miles  
**Cc:** mparrish@youngblood-tyler.com  
**Subject:** TSMB REFRM Terre Haute, hand marked plat provided [1 file attached]  
**Attachments:** REFRM TSMB 61 57 ac parcel dwg prelim by Mike P 41F3H01A annotated v1.pdf

[EXTERNAL EMAIL] USE CAUTION.

2022 11 07

Hello, Douglas, and thanks for replying last week to my followup email regarding divisions on our land on Terre Haute Lane. I am still confused a bit on some things, of course particularly on why your predecessor was OK with our request but not you so far, and especially so given that the 2015 private road changes were surely known to him since our discussions went into at least 2016 and possibly 2017. Was he aware of a positive legal aspect that might be floating around somewhere? He NEVER mentioned the 5 lot restriction to me at any time.

You asked me to tell you what we want to do, so I am sending you the same hand annotated document that Jason and Steve went over with me after I provided it to them in an email of October 7, 2016 (I cc'd our surveyor and another party, as now). While we might find that our surveyor could make better designed lots in the final work up, the purpose was to show our plan, in enough but not final, detail.

Note that the underlying plat as attached is from our main boundary survey of 2001, prior to vacating the 61/64 lot line and the BLA involving them (2018), but the outer boundaries with the property of others and Terre Haute Lane did not change.

It may not change things at your office, but we plan to apply for the USDA ACEP easement process (which allows for NO retained divisions or buildings; permanent status as a farm), though we also do plan to sell unless the market prevents same; my health challenges are changing a lot of things for us. If we do sell, our LLC will be passed along with the ACEP process work to date, and we certainly hope it will be carried to conclusion. While divisions enhance easement values via the appraisal process, we have not desire to become lot merchants, never the plan with "Mt Burgha Farm" and frankly not what it is well suited to.

We thought it was settled. Jason Stewart even estimated that we could get approval in 45 days from start to finish after providing an application, soils and survey, etc, though he told us we needed to do the BLA first and separately to avoid the process falling under Major Sub.

Hoping your investigation will reveal hitherto "hidden or unrecognized" helpful support behind what we are asking to do, and I thank you for your patience with this landing, with no prior involvement on your part, into your purview.

Jim Hardwick  
804-350-6895



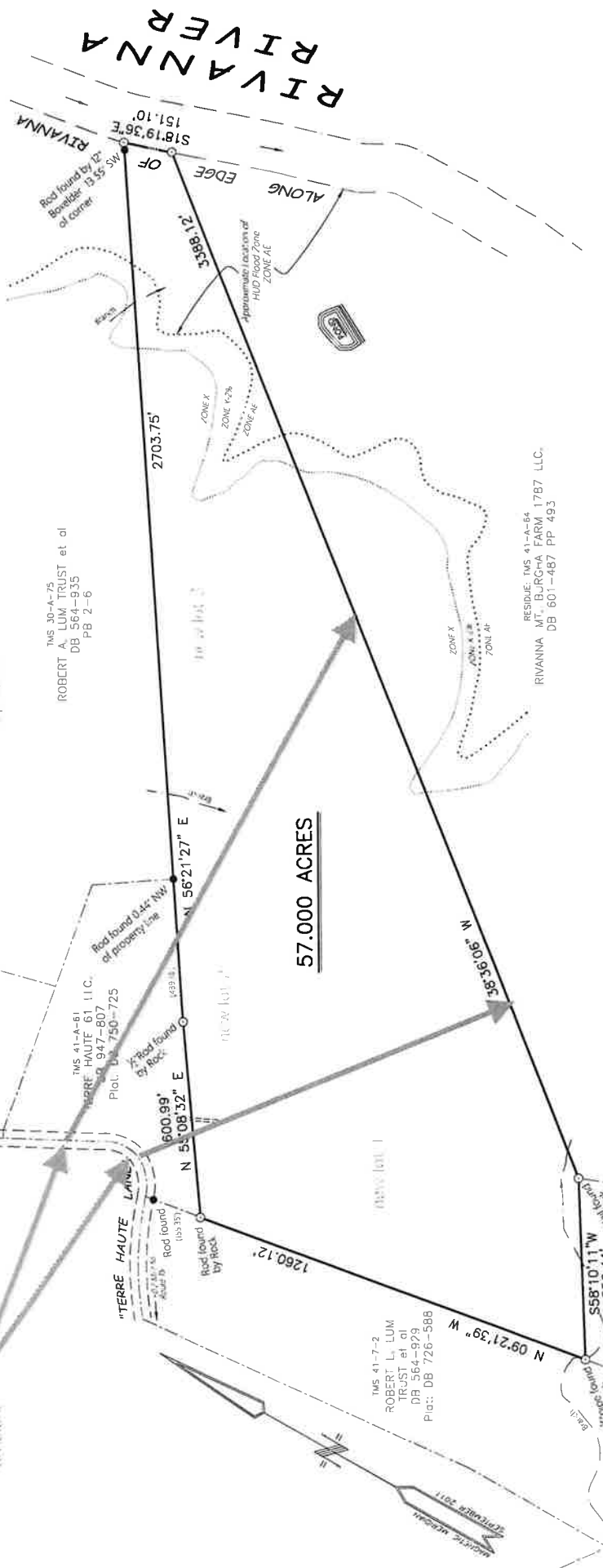


I hereby certify that this boundary survey, to the best of my knowledge and belief, is correct and complies with the minimum procedure and standards established by the State Board of Architects, Professional Engineers, Land Surveyors, and Certified Interior Designers and Certified Landscape Architects.

The boundary on Terre Haute is shown as a dashed line. It will allow for a possible change of right-of-way for utility lines.

Red arrows are to show approximate division of a revised parcel 61 (with land from 64) into (3), 22 acre parcels, each with 200 ft of frontage on private road Terre Haute Ln. This is for Planning review only pending final survey field work, in preparation for subdivision application. The applicable part of the existing line(s) will be replaced.

**SOURCE OF TITLE**  
PORTION OF: TMS 41-A-64  
RIVANNA-MT. BURGHA FARM 1787 LLC  
DB 601-487 PP 493



# Plat of Survey of 57.000 Acres Portion of "MOUNT BURGHA FARM"

Fork Union District Fluvanna County, Virginia  
Scale: 1"=300' 7 December 2015  
K.A.S.

### NOTES:

- Survey performed without the benefit of a title report and may not indicate all encumbrances on the property.
- This plat is based on a current field survey.
- This Parcel appears to be located in flood hazard Zone X, Zone AE and Zone X-2% as designated by Hyd. Approximate location of HUD flood plain per HRM Parcel map number 51065C0160C effective date May 16, 2008.

TMS 41-A-81D  
ANDRA R. I-OMPSON  
DB 739-840  
Plat: DB 207-236  
Plat: DB 104-475

TMS 41-A-61A  
JOHN W.C. & JULIE ANNE  
KULICK  
DB 865-686  
Plat: DB 269-684

TMS 41-A-61  
"TERRE HAUTE 61 LLC"  
Plat: DB 750-725

TMS 30-A-75  
ROBERT A. LUM TRUST et al  
DB 564-935  
PB 2-6

TMS 41-7-2  
ROBERT L. LUM  
TRUST et al  
DB 664-970  
Plat: DB 726-588

RESIDUE: TMS 41-A-64  
RIVANNA MT. BURGHA FARM 1787 LLC,  
DB 601-487 PP 493

MICHAEL L. PARRISH & ASSOCIATES, INC.  
LAND SURVEYORS  
GOODCHLAND, VIRGINIA

JOB # 41F3 HOTA FB # 182



**Todd Fortune**

---

**From:** Douglas Miles  
**Sent:** Thursday, November 3, 2022 1:35 PM  
**To:** GMAIL Replyhere590  
**Cc:** Mel Sheridan  
**Subject:** FW: Terre Haute Lane / Mount Burgha Lane Parcels  
**Attachments:** Private Roads Summary Sheet.pdf; REFRM TSMB couple of followup questions; TSMB our Terre Haute/"Mt Burgha Farm" questions followup 1

Good Afternoon Jim Hardwick:

Going forward, you and I did discuss on the phone some of your other available options and you were considering placing the parcels under the protection of a Conservation Easement like the adjoining Robert Lum Trust parcels are currently under at this time. As the revised "no lot served by a private road may be less than ten (10) acres in area, and no such private road shall serve more than five (5) lots" language it was added into the Subdivision Ordinance by Ordinance amendments on August 1, 2012 and on December 16, 2015.

I was not here at that time but this Private Roads Summary Sheet attempts to combine this information for better reference purposes.

If you could provide a final summary of what you would like to do with this land, if you are not able to further subdivide these parcels that would be helpful as private roads located off of or near other private roads would not be permitted especially out along Route 15. The VDOT – Louisa Residency Engineer would be looking at maintaining proper Access management requirements - less conflict points.

Leaving for Lunch now,

**Douglas Miles, AICP, CZA**  
 Community Development Director

**From:** Douglas Miles  
**Sent:** Friday, October 21, 2022 5:26 PM  
**To:** Replyhere590@gmail.com  
**Subject:** Terre Haute Lane / Mount Burgha Lane Parcels

Good Afternoon Jim Hardwick:

RE: <https://www.webgis.net/va/fluvanna/?op=id&id=1|parcels|PINFormat|41-A-61>

<https://www.webgis.net/va/fluvanna/?op=id&id=1|parcels|PINFormat|41-A-61C>

<https://www.webgis.net/va/fluvanna/?op=id&id=1|parcels|PINFormat|41-A-63>

<https://www.webgis.net/va/fluvanna/?op=id&id=1|parcels|PINFormat|41-A-64>

I appreciated the opportunity to speak with you this afternoon and please reply back with what you would like to do with this parcel or any of the other parcels that you own in this vicinity along Route 15 in the County. If you and/or your surveyor have any of the SUB Case numbers or recorded plats that you would like to forward to me from the previous BLA or e-mails from Jason Stewart on the land.

I have attached a Private Roads Summary Sheet that may assist you in understanding there is a limit on the number of parcels on a road.

As we discussed, it appears that Mr. Lum has already divided out several parcels that front on Terre Haute Lane and you and your other neighbors have several on Mount Burgha Lane. Please forward anything that may be helpful like RMAs and County staff e-mail comments.

Have a Good weekend,

**Douglas Miles, AICP, CZA**

**Community Development Director**

Fluvanna Planning & Community Development

Post Office Box 540 / 132 Main Street

Palmyra, Virginia, USA 22963

(434) 591-1910 Extension 1060

[dmiles@fluvannacounty.org](mailto:dmiles@fluvannacounty.org)

This e-mail is not intended to be and shall not be deemed to be an official decision or determination made by the Zoning Administrator.



FLUVANNA COUNTY, VA SUBDIVISION ORDINANCE / ARTICLE 8. - REQUIRED IMPROVEMENTS

## Sec. 19-8-1. - Streets.

An adequate system of streets shall be constructed to provide access from all lots to the state highway system.

(A) In any major subdivision, as defined herein, all streets shall be designed and constructed in conformance with the Virginia Department of Transportation's subdivision street requirements. Preliminary plans for all such streets shall have been approved by the Virginia Department of Transportation prior to approval of the preliminary plat.

(B) Proposed street names shall be shown on the preliminary plat, and may be changed by the Subdivision Agent. Names of new streets shall not duplicate names of existing streets, irrespective of suffixes. Any street that is a continuation of an existing street shall bear the name of the existing street. The governing body may institute a fee in order to acquire and install all street identification signs. Where a street is planned for future extension, and a stub street serving three or more ( $\geq 3$ ) lots is proposed for construction as part of a subdivision, a temporary turnaround shall be provided on such stub street. Such turnaround shall be of adequate location, size and design as determined by the Subdivision Agent. All stub streets shall be marked with a metal sign clearly providing public notice that the street is subject to future extension.

(C) **Any private road in a subdivision which will not be constructed to Virginia Department of Transportation standards** shall be located in a right-of-way or easement at least fifty (50) feet in width and shall be so designed and built as to provide adequate access by ordinary passenger vehicles in all weather, in accordance with the provisions of this section as set forth hereinafter. All lots that are within a subdivision which is served by any private road shall be prohibited direct vehicular access from an existing public road by deed restriction or other means. Except in the case of lots intended, designed and used (a) for attached single-family, two-family or multi-family dwellings; (b) for rural cluster lots; or (c) for commercial or industrial uses, no lot served by a private road may be less than ten (10) acres in area, and no such private road shall serve more than five (5) lots.

**The plat, and each deed, shall clearly state that the county and Commonwealth are not responsible for the maintenance of the roads.** A road maintenance agreement, approved by the County Attorney and the Subdivision Agent, shall be filed with the deeds of all lots to be served by such private road. Such agreement shall require the landowners, jointly and severally, to cooperate in and pay for the maintenance of the road such that emergency vehicles and other necessary traffic can reach all of the lots with reasonable ease. Each plat showing any such private road shall contain a certification from a registered surveyor or engineer in substantially the following form: "The private road shown on this plat will provide reasonable access to all lots served by such road by emergency vehicles and ordinary passenger vehicles as required by Section 19-8-1 of the Fluvanna County Code."

**Private roads shall conform to the following minimum specific construction standards:** 1-5 lots; 50 feet of right-of-way width; 14 foot minimum width of travelway; #25 OR #26 gravel, 3 inches in depth over a suitable base; 4 feet in width minimum ditchline with a 4% slope from the travelway and ditches with a minimum of 18 inches in depth for positive drainage and a maximum private road slope or grade of 9%.



## Todd Fortune

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**From:** GMAIL Replyhere590 <replyhere590@gmail.com>  
**Sent:** Thursday, October 27, 2022 4:04 PM  
**To:** Douglas Miles  
**Subject:** TSMB our Terre Haute/"Mt Burgha Farm" questions followup 1

[EXTERNAL EMAIL] USE CAUTION.

2022 10 27

Hello, Douglas on this beautiful Thursday. We were going to take a leaf trip, but my wife is down with a respiratory thing so that flew out the window. Maybe your luck is better.

Did you receive my email of Monday 10/24, with some questions I had?

My cancer surgery of last month has focused my mind toward accelerating doing the right things for our future, now giving up on making our home at the farm. Uncertainty and urgency have replaced my former sense of immortality and calm, about what comes next.

I am distantly kin the the prior owning family, so I am in hopes that more divisions will actually help keep "Mt Burgha Farm" together by adding value, instead of inspiring actual development. Major or even stepped heavier minor development of the parcels really is not highest and best for this elegant river fronting property, though the possibilities added by the 2 further divisions could help us sell faster and at a better price.

Counting on a fair determination of where we stand, in what has turned out to be more complex circumstances than we knew, so we can move on. I certainly was surprised by what you revealed in our conversation of Friday but even more so after evaluating the totality of things since then.

If it fits better with good planning, we are willing to consider putting a short acceptably spec'd road into parcel 61, so that no new lots front on Terre Haute. Timing is getting hard--I have asked our surveyor to stand by, as he is 6 weeks out already.

Thanks for your time already and with appreciation for your continued help,

Jim Hardwick  
"Mt Burgha Farm", Palmyra  
804-350-6895





## Todd Fortune

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**From:** GMAIL Replyhere590 <replyhere590@gmail.com>  
**Sent:** Monday, October 24, 2022 2:59 PM  
**To:** Douglas Miles  
**Subject:** REFRM TSMB couple of followup questions

[EXTERNAL EMAIL] USE CAUTION.

2022 10 24

Hello, Douglas and thanks for working late Friday to send out the information on our situation.

In searching over the weekend, I have found some correspondence and files from 2015-2017+, with Steve Tugwell and Jason Stewart, including reference to a meeting at the Planning office where I believe they assured me (not in writing at that point) that if we followed the application procedures we'd be approved for the minor subdivision we were requesting.

Before hitting you with that files deluge, could you tell me when the "5 lots on a private road limit" became effective and whether it had been applied to private roads with existing approved (as in those with a Fred Payne signature 😊) road agreements, especially where the agreement provides for adding lots via additional subdividing, driveway only connections, etc?

How does the ordinance address lots on a separate private road that connects to another private road?

Steve and Jason asked me to send them the 2002 Terre Haute Lane Road Agreement before they gave me that preliminary OK on our one parcel into 3 lot plan. Let me know if you do not have it, glad to send it and our proposed division plan as well.

BTW, the 2002 Agreement DOES include those 4 lots immediately on the way in, and by observation they ARE in fact currently using Terre Haute Ln for their road access, not Rt 15. By my calculation that Agreement now covers around 15 lots.

Many thanks for bearing with us on this expanding saga,

Jim Hardwick  
"Mt Burgha Farm" ca.1787  
804-350-6895

Sent from my iPad Pro 12.9 red  
"From" might be a different address  
You can also reply to our main address  
[jghardwick@ordinary.com](mailto:jghardwick@ordinary.com)  
or to TWMGMT.2210@Gmail.Com  
or to JimHardwick@HowardHanna.com if your reply is real estate related  
[www.ordinary.com](http://www.ordinary.com)  
[www.TanglewoodExtraOrdinary.com](http://www.TanglewoodExtraOrdinary.com) (new!)

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

**TAB B**

<b>MEETING DATE:</b>	August 21, 2024				
<b>AGENDA TITLE:</b>	Speed Limit Study on Route 662				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a resolution entitled, "A RESOLUTION REQUESTING A SPEED LIMIT STUDY ON ROUTE 662 (DOBBY CREEK ROAD) FROM ROUTE 645 (BEALS LANE) TO ROUTE 611 (PAYNES LANDING ROAD) IN THE CUNNINGHAM DISTRICT."</b>				
<b>BOS 2 YEAR GOAL?</b>	Yes	No	<b>If yes, list goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		<b>XX</b>			
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Normal				
<b>DISCUSSION:</b>	Due to residents' concerns, the Board of Supervisors is requesting VDOT perform a speed limit study of Route 662 (Dobby Creek Road) from the intersection of Route 645 (Beals Lane) traveling south to the intersection of Route 611 (Paynes Landing Road) in the Cunningham District.				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	None				
<b>LEGISLATIVE HISTORY:</b>	None				
<b>ENCLOSURES:</b>	Resolution				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>





**BOARD OF SUPERVISORS**  
 County of Fluvanna  
 Palmyra, Virginia

**RESOLUTION No. 33-2024**

**A RESOLUTION REQUESTING A SPEED LIMIT STUDY ON ROUTE 662 (DOBBY CREEK ROAD) FROM ROUTE 645 (BEALS LANE) TO ROUTE 611 (PAYNES LANDING ROAD) IN THE CUNNINGHAM DISTRICT**

At a Regular Meeting of the Fluvanna County Board of Supervisors held in the Fluvanna County Circuit Court Building at 6:00 PM on Wednesday, August 21, 2024, the following resolution was adopted by the Board of Supervisors, the vote being as shown below and recorded in the minutes of the meeting.

**WHEREAS**, it is the intention of the Fluvanna County Board of Supervisors to protect the health, safety, and welfare of all its citizens; and

**WHEREAS**, the Board of Supervisors feels there is a need for a Speed Limit Study on Route 662 (Dobby Creek Road) from the intersection of Route 645 (Beals Lane) traveling south to the intersection of Route 611 (Paynes Landing Road); and

**WHEREAS**, the Board of Supervisors feels that the safety on this roadway can be significantly improved at a lower speed limit.

**NOW, THEREFORE BE IT RESOLVED**, on this 21st day of August 2024, that the Fluvanna County Board of Supervisors hereby requests that the Virginia Department of Transportation conduct a Speed Limit Study on Route 662 (Dobby Creek Road) from the intersection of Route 645 (Beals Lane) traveling south to the intersection of Route 611 (Paynes Landing Road).

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at the Regular Meeting of the Board held on the 21st day of August 2024;

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Chris Fairchild, Cunningham District						
John M. Sheridan, Columbia District						
Mike Goad, Fork Union District						
Timothy Hodge, Palmyra District						
Anthony P. O'Brien, Rivanna District						

Attest:

\_\_\_\_\_  
 Christopher S. Fairchild, Chair  
 Fluvanna County Board of Supervisors



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

**TAB C**

<b>MEETING DATE:</b>	August 21, 2024				
<b>AGENDA TITLE:</b>	Public hearing to enact County Code Section 2-1-7 to assess an electronic summons system fee				
<b>MOTION(s):</b>	<b>I move that the Board of Supervisors approve the amendments to the County Code to enact Section 2-1-7 to assess an electronic summons system fee.</b>				
<b>BOS 2 YEAR GOAL?</b>	Yes	No	<b>If yes, list goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
<b>STAFF CONTACT(S):</b>	Dan Whitten, County Attorney				
<b>PRESENTER(S):</b>	Dan Whitten, County Attorney				
<b>RECOMMENDATION:</b>	Approve amendment to the County Code				
<b>TIMING:</b>	Ordinance is effective after a public hearing and Board approval				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• Virginia Code Section 17.1-279.1 authorizes an electronic summons system fee of \$5.00 on any defendant who is charged by the sheriff's office with violating a statute or ordinance within Fluvanna County.</li> <li>• The fee shall be used to fund software, hardware, and associated equipment costs for the implementation and maintenance of an electronic summons system</li> </ul>				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	Amendment to the County Code				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Proposed Section 2-1-7 of the County Code</li> <li>• Advertisement for Public Hearing</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X				





ORDINANCE TO AMEND “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA”, BY ENACTING § 2-1-7 TO ASSESS AN ELECTRONIC SUMMONS SYSTEM FEE OF \$5.00 ON ANY DEFENDANT WHO IS CHARGED BY A LOCAL LAW ENFORCEMENT AGENCY WITH VIOLATING ANY STATUTE OR ORDINANCE WITHIN THE COUNTY OF FLUVANNA

BE IT ORDAINED by the Board of Supervisors of Fluvanna County:

*(1) That The Code of the County of Fluvanna, Virginia is amended by enacting § 2-1-7, as follows:*

CHAPTER 2 ADMINISTRATION

ARTICLE 1. – IN GENERAL

**Sec. 2-1-7. - Electronic summons fee.**

**In addition to any other fee or cost prescribed by law, as part of the costs assessed in each criminal or traffic case in the Fluvanna County District or Circuit Court, there shall be imposed an electronic summons system fee of \$5.00 on any defendant who is charged by the sheriff’s office with violating any statute or ordinance within the County of Fluvanna.**

**The fee shall be collected by the Clerk of the Court in which the action is filed, and remitted to the Treasurer for Fluvanna County. The Treasurer shall hold the funds subject to disbursements to the sheriff’s office solely to fund software, hardware, and associated equipment costs for the implementation and maintenance of an electronic summons system in accordance with Code of Virginia § 17.1-279.1.**

*(2) That the Ordinance shall be effective after adoption.*



(Seal)

**PUBLIC HEARING**  
**Fluvanna County Board of Supervisors**  
Wednesday, August 21, 2024, at 7:00 p.m.

Pursuant to Virginia Code Section 15.2-1427, a Public Hearing will be held in the Fluvanna County Circuit Court, at 72 Main Street, Palmyra, Virginia for citizens of the County to have the opportunity to appear before and be heard by the Board of Supervisors for the following item:

**ORDINANCE TO AMEND “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA”, BY ENACTING § 2-1-7 TO ASSESS AN ELECTRONIC SUMMONS SYSTEM FEE OF \$5.00 ON ANY DEFENDANT WHO IS CHARGED BY THE SHERIFF’S OFFICE WITH VIOLATING ANY STATUTE OR ORDINANCE WITHIN THE COUNTY OF FLUVANNA**

**A COPY OF THE FULL TEXT OF THE ORDINANCE IS AVAILABLE FOR REVIEW BY THE PUBLIC ON THE COUNTY'S WEBSITE AND IN THE OFFICE OF THE COUNTY ADMINISTRATOR DURING REGULAR OFFICE HOURS.**

All interested persons wishing to be heard are invited to attend the public hearing.

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TO: Fluvanna Review

Advertise on the following dates: August 1 & 8, 2024

Authorized by: Fluvanna County Board of Supervisors

Bill to: Board of Supervisors

\*\*\*\*\*

**CONTACT INFORMATION:**

Caitlin Solis

Clerk, Board of Supervisors

Fluvanna County

P. O. Box 540

Palmyra, VA 22963

[csolis@fluvannacounty.org](mailto:csolis@fluvannacounty.org)

434-591-1910

434-591-1913

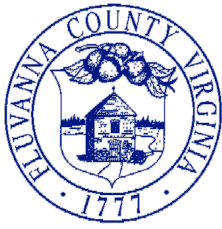


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB D**

<b>MEETING DATE:</b>	August 21, 2024				
<b>AGENDA TITLE:</b>	Request for a waiver of the maximum sign area requirements for the Wawa at Zion Crossroads.				
<b>MOTION(s):</b>	<b>I move that the Board of Supervisors approve a request for a waiver of the maximum sign area requirements as specified in Section 22-15-3 of the County Code, for the proposed Wawa at Zion Crossroads.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Dan Whitten, County Attorney; Todd Fortune, Director of Planning				
<b>PRESENTER(S):</b>	Dan Whitten, County Attorney; Todd Fortune, Director of Planning				
<b>RECOMMENDATION:</b>	Approve.				
<b>TIMING:</b>	Normal.				
<b>DISCUSSION:</b>	The design consultant for the developer submitted sign designs as part of a sign permit application. One proposed sign, Sign A, which fronts U.S. 15 in Fluvanna County, does not meet the maximum sign area requirements per Section 22-15-3 of the Fluvanna County Code. The proposed sign totals 51.65 square feet, which is more than the 40 square feet maximum allowed per Code. A waiver of the Code requirements would be needed for the sign to be approved.				
<b>FISCAL IMPACT:</b>	None.				
<b>POLICY IMPACT:</b>	The Board is being asked to consider a waiver of the maximum sign area requirements for signs per Section 22-15-3 of the Fluvanna County Code.				
<b>LEGISLATIVE HISTORY:</b>	The Board approved a request from Renaud Consulting to conditionally rezone multiple parcels at the intersection of U.S. 15 and U.S. 250 from A-1 and I-1 to B-1 with agreed to proffers for a proposed Wawa store in Zion Crossroads. County staff have been reviewing site plans for the proposed store. This includes the sign plans noted above.				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Staff Report</li> <li>• Sign Permit Application</li> <li>• Sign Plan Sheets</li> <li>• Sign Waiver Request Letter</li> <li>• Ordinance to waive certain requirements under County Code Section 22-15-3</li> <li>• County Code Section 22-15-3</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X				X





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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

BOS2024-08-21 p.39/158  
132 Main Street  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
www.fluvannacounty.org

## BOARD OF SUPERVISORS STAFF REPORT

**To:** Fluvanna County Board of Supervisors  
**Request:** Waiver of Sign Ordinance Requirements  
Wawa at Zion Crossroads

**From:** Todd Fortune  
**District:** Columbia Election District

**Applicant:** Permex Permit Expediting

**Requested Action:** The Board of Supervisors is being asked to consider a waiver for the maximum sign area requirements as stipulated in the Fluvanna County Code, Section 22-15-3, for the Wawa at Zion Crossroads.

**Existing Zoning:** B-1, Business, General

**Existing Land Use:** Vacant

**Applicant Summary:**

As part of the design process for the planned Wawa store at Zion Crossroads, the design consultant for the developer submitted sign designs as part of a sign permit application. Upon review of the plans by Fluvanna County staff, it was determined that one sign – Sign A - does not meet the maximum sign area requirements per Section 22-15-3 of the Fluvanna County Code. The proposed sign totals 51.65 square feet, which is more than the 40 square feet maximum allowed per Code. Staff have determined that all of the other proposed signs meet the code requirements.

A waiver of the Code requirements would be needed for Sign A to be approved. Consequently, the Board is being asked to consider a waiver of the maximum sign area requirements per Section 22-15-3 of the Fluvanna County Code.

**Suggested Motion:**

I move that the Board of Supervisors (approve / deny / defer) a request for a waiver of the maximum sign area requirements under Section 22-15-3 of the Fluvanna County Code for the Wawa at Zion Crossroads.

Reset Form



# COMMONWEALTH OF VIRGINIA COUNTY OF FLUVANNA SIGN PERMIT APPLICATION

RECEIVED

JUN 17 2024

Fluvanna County  
Planning Dept

**Owner of Record:** RS Glass / Margie I Glass Trust

**Applicant:** Stephanie Rumer

**Address:** 706 Bybee Road, Louisa, VA 23093

**Address:** 116 Ellis Road, Havertown, PA 19083

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Phone:** 484-883-3640 **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Email:** permits@permexpress.com

**Sign Contractor: FAST SIGNS**

**Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agen for all matters concerning the request shall be filed with this application.**

**Address:** 3940 Plank Road, Suite X, Fredericksburg, VA 22407

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Tax Map and Parcel(s):** 5A1L2, 5A2L1, 5A48 - 5A53

**Physical Address of Parcel:** 5848 Richmond Road, Troy, VA

**Parcel Acreage:** 30.916

**Parcel Zoning:** B-1

**Proposed Sign Description: (Check One)**

- Auction
- Home Occupation/Small Home Industry
- Monument
- Political
- Projecting/Roof
- Public
- Sale or Rental
- Subdivision
- Temporary
- Wall
- Window
- Other (Describe) Wall & Monument

**Lighting/Illumination:** Will the sign be lighted?  Yes  No Is proposed sign double sided?  Yes  No

If so, by what Method? LED

Wording of Sign: Wawa

Sign Face (area used for message): \_\_\_\_\_ Length \_\_\_\_\_ ft. X Width: \_\_\_\_\_ ft. = \_\_\_\_\_ sq. ft.

Sign Area (entire area including face, framing, molding, trim but not support structure): \_\_\_\_\_ Length \_\_\_\_\_ ft. X Width: \_\_\_\_\_ ft. = \_\_\_\_\_ sq. ft.

Sign Height (As measured from ground level to topmost portion of sign): \_\_\_\_\_ feet **Please see attached Site Plan for Sign A dimensions.**

This permit is for compliance with the zoning ordinance as related to design and size only. I understand that it is my responsibility to obtain any other required permits such as electrical or building permits. I certify that the statements made and information given on this application are true, full and correct to the best of my knowledge and belief and I agree to conform fully to all terms of any certificate or permit which may be issued by way of this application. I also understand that false information may result in the permit becoming null and void.

Stephanie Rumer

*Stephanie Rumer*

Applicant Name (Please Print)

Applicant Signature

**OFFICE USE ONLY**

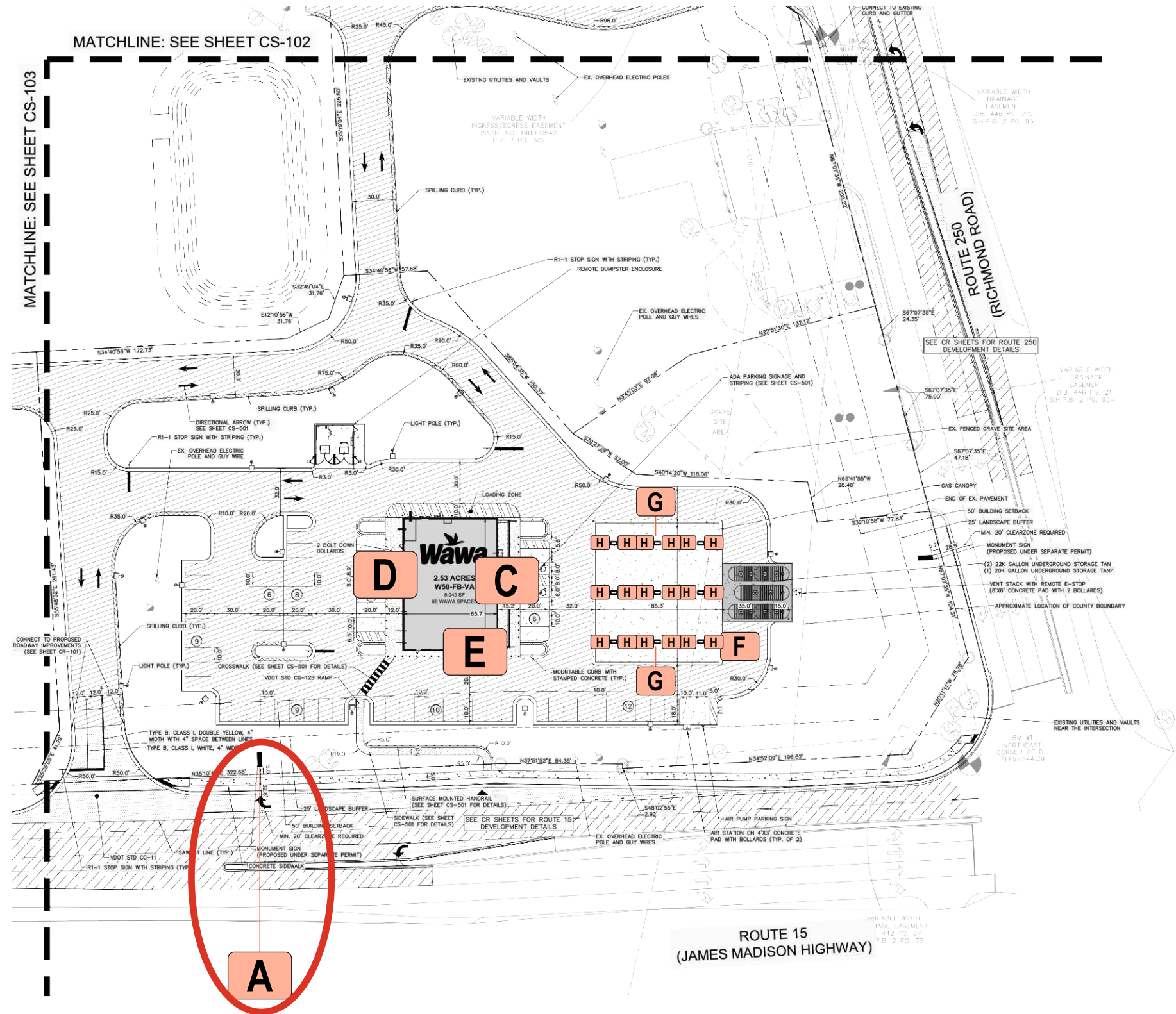
\$155 fee paid: \$155 - check # 60196 Date Received: 6/13/24 MSC 24:154  
Election District: Columbia Planning Area: Zion Crossroads

**Approved** \_\_\_\_\_ **Denied** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Zoning Administrator:** \_\_\_\_\_



**SITE PLAN**

Scale: as noted



**Stratus**

stratusunlimited.com

8959 Tyler Boulevard  
Mentor, Ohio 44060

888.503.1569

CLIENT: **Wawa**

ADDRESS: Rt 15 & Three Notch Rd  
Troy, VA 22974

PAGE NO.: **3**

ORDER NUMBER: 1215828

SITE NUMBER: 6605

ELECTRONIC FILE NAME: K:\ACCOUNTS\Wawa\LOCATIONS\2024\VA\6605\_Troy\6605\_Troy\_R1.cdr

PROJECT NUMBER: 3038

PROJECT MANAGER: DEBRA ROCHMAN

Rev #	Req #	Date/Artist	Description	Rev #	Req #	Date/Artist	Description
Original	475181	05/07/24 MS					
Rev 1	475975	05/08/24 MS					

PRINTS ARE THE EXCLUSIVE PROPERTY OF STRATUS. THIS MATERIAL SHALL NOT BE USED, DUPLICATED, OR OTHERWISE REPRODUCED WITHOUT THE PRIOR WRITTEN CONSENT OF STRATUS.

**A**

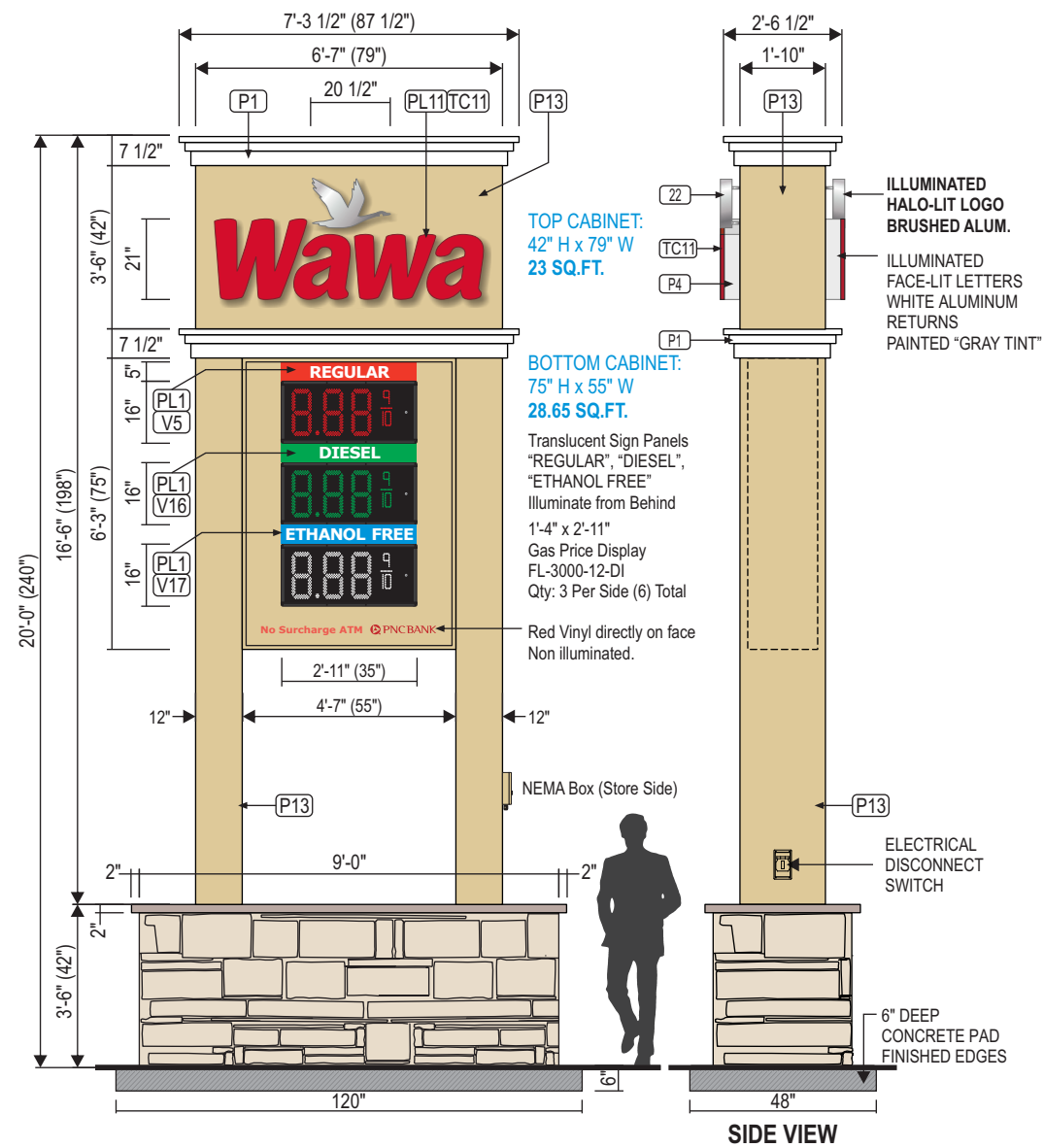
**D/F ILLUMINATED PYLON**

Scale: 1/4"=1'-0"

**P-50 / 12 inch / 3 product**

51.65 square feet

QUANTITY: (1) ONE REQUIRED



**COLOR REFERENCE**

<b>TC11</b>	<b>PL11</b>	<b>V1</b>	<b>V5</b>	<b>V16</b>	<b>V17</b>	<b>V15</b>	<b>P4</b>	<b>P13</b>	<b>P1</b>	<b>20</b>	<b>21</b>	<b>22</b>
Jewelrite 'Red' Trim Cap	#2793 Red Acrylic	3M 7725-10 'White' Opaque	3M 3630-33 'Red' Translucent	3M 3630-156 'Vivid Green' Translucent	3M 3630-57 'Olympic Blue' Translucent	3M 7725-13 'Tomato Red' Opaque	Wawa 'Grey' Sherwin Williams SW 57970	'Sandlewood in Sandblast' DRYVIT SC13-082SB	Painted White Smooth Satin	Limestone Cap By Others	Stone/Masonry Fascia Base By Others	Brushed Aluminum Metal Finish w/ Protective Clear Coat

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Mentor, Ohio 44060

888.503.1569

CLIENT:

ADDRESS: Rt 15 & Three Notch Rd  
Troy, VA 22974

PAGE NO.: **4**

ORDER NUMBER: 1215828

SITE NUMBER: 6605

ELECTRONIC FILE NAME: K:\ACCOUNTS\Wawa\LOCATIONS\2024\VA\6605\_Troy\6605\_Troy\_R1.cdr

PROJECT NUMBER: 3038

PROJECT MANAGER: DEBRA ROCHMAN

Rev #	Req #	Date/Artist	Description	Rev #	Req #	Date/Artist	Description
Original	475181	05/07/24 MS					
Rev 1	475975	05/08/24 MS	Removed shop drawing required tag				



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*stephanie@permexpress.com*

**Fluvanna County  
Board of Supervisors  
132 Main Street  
P.O. Box 540  
Palmyra, Virginia 22963**

**June 20, 2024**

Hello,

Wawa would like to install “pylon sign A” located along Route 15 totaling 51.65 square feet, per the sign plans and sign permit application submitted to the Fluvanna County Planning and Zoning Department on June 18, 2024. We are aware that the maximum allowable area per the Fluvanna County Code, Section 22-15-3, is 40 square feet. We are requesting a waiver from that requirement to allow for the additional square foot in signage. Thank you in advance for your time and consideration.

Sincerely,

*Stephanie Rumer*

Stephanie Rumer  
116 Ellis Road  
Havertown, PA 19083  
[Stephanie@permexpress.com](mailto:Stephanie@permexpress.com)  
484-883-3640



**BOARD OF SUPERVISORS**  
 County of Fluvanna  
 Palmyra, Virginia

**ORDINANCE No. \_\_-2024**

**AN ORDINANCE TO WAIVE MAXIMUM SIGN AREA REQUIREMENTS FOR SIGNS UNDER COUNTY CODE SECTION 22-15-3 FOR THE WAWA AT ZION CROSSROADS**

**WHEREAS**, Permex Permit Expediting, acting on behalf of Renaud Consulting, has submitted a sign permit application and design plans for the planned Wawa at Zion Crossroads; and

**WHEREAS**, Fluvanna County staff have reviewed the design plans and determined that one sign, Sign A, exceeds the maximum sign area allowed under Section 22-15-3 of the Fluvanna County Code; and

**WHEREAS**, Permex Permit Expediting has requested a waiver of the maximum sign area requirements under Section 22-15-3 of the County Code; and

**WHEREAS**, the Board, after public notice, public hearing and due deliberation in accordance with law approved the waiver of the requirements on **August 21, 2024**.

**NOW THEREFORE BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS**, the waiver to maximum sign area requirements under County Code Section 22-15-3 for the Wawa at Zion Crossroads, **BE, AND IT IS HEREBY, APPROVED**; such waiver shall allow Sign A to be constructed at a total of 51.65 square feet instead of the maximum allowed area of 40 square feet.

Adopted this 21<sup>st</sup> day of August 2024  
 by the Fluvanna County Board of Supervisors

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Chris Fairchild, Cunningham District						
John M. Sheridan, Columbia District						
Mike Goad, Fork Union District						
Timothy Hodge, Palmyra District						
Anthony P. O'Brien, Rivanna District						

Attest:

\_\_\_\_\_  
 Christopher S. Fairchild, Chair  
 Fluvanna County Board of Supervisors

**Sec. 22-15-3. Signs permitted.**

(1) Agricultural (A-1) — The following signs shall be permitted in the A-1, Agricultural, General zoning district:

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	32 sq. ft. (freestanding or monument)	10 feet
Entrance Sign	1 per entrance	12 sq. ft.	4 feet
Home Occupation Sign	1 per parcel	4 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.

(2) Residential (R-1, R-2, R-4, MHP) — The following signs shall be permitted in the R-1, Residential, Limited; R-2, Residential, General; R-4, Residential, Limited; and MHP, Manufactured Home Park zoning districts:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Business Sign	1 per parcel	32 sq. ft. (freestanding or monument)	10 feet
Entrance Sign	1 per entrance	12 sq. ft.	4 feet
Home Occupation Sign	1 per parcel	4 sq. ft.	4 feet
Subdivision Sign	1 per entrance	40 sq. ft.	6 feet
Temporary Subdivision Advertising Sign	1 per public road frontage	32 sq. ft.	8 feet

(3) Residential (R-3), Business (B-1, B-C), Planned Unit Development (PUD), and Industrial (I-1, I-2) — The following signs shall be permitted in the R-3, Residential, Planned Community; B-1, Business, General; B-C, Business, Convenience; PUD, Planned Unit Development; I-1, Industrial, Limited; and I-2, Industrial, General zoning districts:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Awning Sign	1 per establishment	6 sq. ft.	N/A
Business Sign (standalone businesses or not part of business/industrial park)	1 per parcel	32 sq. ft. (freestanding) 40 sq. ft. (monument)	10 feet (freestanding) 12 feet (monument)
Business Sign (shopping centers or business/industrial parks)	1 per shopping center or business park entrance	1.5 sq. ft. of sign area for each lineal foot of building/tenant frontage - up to a maximum of 150 sq. ft. aggregate	10 feet (freestanding) 15 feet (monument)
Canopy Sign	1 per establishment	12 sq. ft.	N/A
Directory Sign	1 per establishment or development	16 sq. ft.	6 feet
Electronic Message Sign	1 per parcel	28 sq. ft.	8 feet
Entrance Sign	1 per entrance	12 sq. ft.	4 feet
Projecting Sign	1 per establishment	12 sq. ft.	Roof line of the building
Subdivision Sign	1 per entrance	40 sq. ft.	8 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.

- (4) Zion Crossroads Urban Development Area. The following signs shall be permitted in the Zion Crossroads Urban Development Area, and supersede other sign dimensions listed in this ordinance:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Awning Sign	1 per establishment	6 sq. ft.	N/A
Business Sign (standalone businesses or not part of business/industrial park)	1 per parcel or 1 per public road frontage	36 sq. ft. (freestanding)	20 feet (freestanding)
		40 sq. ft. (monument)	25 feet (monument)
Business Sign (shopping centers or business/industrial parks)	1 per shopping center or business park entrance or 1 per public road frontage	2.5 sq. ft. of sign area for each lineal foot of building/tenant frontage - up to a maximum of 200 sq. ft. aggregate	25 feet (freestanding)  30 feet (monument)
Canopy Sign	1 per establishment	12 sq. ft.	N/A
Directory Sign	1 per establishment or development	16 sq. ft.	6 feet
Electronic Message Sign	1 per parcel	40 sq. ft.	8 feet
Entrance Sign	1 per entrance	12 sq. ft.	4 feet
Projecting Sign	1 per establishment	12 sq. ft.	Roof line of the building
Subdivision Sign	1 per entrance	40 sq. ft.	8 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.

(Ord. 6-16-10; Ord. 6-21-17; Ord. 10-17-18)





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

**TAB E**

<b>MEETING DATE:</b>	August 21, 2024				
<b>AGENDA TITLE:</b>	Adoption of the Fluvanna County Board of Supervisors August 6, 2024 Meeting Minutes.				
<b>MOTION(s):</b>	<b>I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday August 6, 2024, be adopted.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, list goals(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	None.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Draft Minutes August 6, 2024.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
SPECIAL MEETING MINUTES  
Morris Room, Administration Building  
132 Main Street, Palmyra, VA 22063  
August 6, 2024  
Special Meeting 1:00pm**

**MEMBERS PRESENT:** Chris Fairchild, Cunningham District, Chair  
John M. (Mike) Sheridan, Columbia District, Vice Chair  
Mike Goad, Fork Union District  
Timothy M. Hodge, Palmyra District (*joined the meeting via Zoom at 1:11pm*)

**ABSENT:** Tony O’Brien, Rivanna District

**ALSO PRESENT:** Eric M. Dahl, County Administrator  
Kelly Harris, Assistant County Administrator  
Dan Whitten, County Attorney  
Caitlin Solis, Clerk for the Board of Supervisors

**1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE**

At 1:00pm, Chair Fairchild called to order the Special Meeting of August 6, 2024. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

**3 - ADOPTION OF AGENDA**

<b>MOTION:</b>	Accept the Agenda, for the August 6, 2024 Special Meeting of the Board of Supervisors, as presented.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>		Motion			Second
<b>VOTE:</b>	Yes	Yes	Absent	Absent	Yes
<b>RESULT:</b>	<b>3-0</b>				

**4 - COUNTY ADMINISTRATOR’S REPORT**

None.

**5 - PUBLIC COMMENTS #1**

- James Kelley, 363 Manor Blvd, thanked the Board of Supervisors for holding this Special Meeting to ensure the FCHS track project can be completed in a timely manner.

**6 – BOARDS AND COMMISSIONS**

None.

**7 – PRESENTATIONS**

None.

**8 - ACTION MATTERS**

*FY25 FCHS Track CIP Supplemental Appropriation – Dr. Peter Gretz, FCPS Superintendent*

- Fluvanna County Public Schools is requesting additional funding for the FY25 CIP FCHS Track project in the amount of \$221,000.00.
- This request is based on an onsite evaluation completed by Rekortan, the track contractor, that has revealed that the current state of the asphalt is damaged and not conducive to properly receiving the new synthetic track surface. The deficiencies identified in the asphalt's condition would significantly impact the quality and performance of the track. More importantly, it would prevent Rekortan from offering their full warranty on the installation if left as is.

<b>MOTION:</b>	approve a supplemental appropriation of \$221,000 from Unassigned Fund Balance for the FY25 FCHS Track Resurfacing/Milling CIP.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>		Second			Motion
<b>VOTE:</b>	Yes	Yes	Yes	Absent	Yes
<b>RESULT:</b>	<b>4-0</b>				

**9 - PUBLIC HEARING**

None.

**10 - CONSENT AGENDA**

None.

Board of Supervisors Minutes

**11 - UNFINISHED BUSINESS**

None.

**12 - NEW BUSINESS**

None.

**13 - PUBLIC COMMENTS #2**

None.

**14 - CLOSED MEETING**

None.

**15 - ADJOURN**

<b>MOTION:</b>	Adjourn the Special meeting of Wednesday, August 6, 2024 at 1:17pm.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>		Second			Motion
<b>VOTE:</b>	Yes	Yes	Yes	Absent	Yes
<b>RESULT:</b>	<b>4-0</b>				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Caitlin Solis  
Clerk to the Board

\_\_\_\_\_  
Christopher S. Fairchild  
Chair

DRAFT

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

**TAB F**

<b>MEETING DATE:</b>	August 21, 2024				
<b>AGENDA TITLE:</b>	Adoption of the Fluvanna County Board of Supervisors August 7, 2024 Meeting Minutes.				
<b>MOTION(s):</b>	<b>I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday August 7, 2024, be adopted.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, list goals(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	None.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Draft Minutes August 7, 2024.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING MINUTES  
Circuit Courtroom, Fluvanna Courts Building  
72 Main Street, Palmyra, VA 22063  
August 7, 2024  
Regular Meeting 5:00pm**

**MEMBERS PRESENT:**

Chris Fairchild, Cunningham District, Chair  
John M. (Mike) Sheridan, Columbia District, Vice Chair  
Mike Goad, Fork Union District  
Timothy M. Hodge, Palmyra District  
Tony O’Brien, Rivanna District

**ABSENT:**

None.

**ALSO PRESENT:**

Eric M. Dahl, County Administrator  
Kelly Harris, Assistant County Administrator  
Dan Whitten, County Attorney  
Caitlin Solis, Clerk for the Board of Supervisors

**1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE**

At 5:01pm, Chair Fairchild called to order the Regular Meeting of August 7, 2024. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

**3 - ADOPTION OF AGENDA**

- Mr. Dahl requested the addition of New Business items, Declaration of Emergency for Tropical Storm Debby, Digital Inclusion Planning Grant, and Recognition of Supervisor Hodge’s Virtual Attendance of the August 6, 2024 Special Meeting; as well as the removal of both the Special Presentation of Resolution Recognizing Hayden Bridge - Eagle Scout and FY25 FCHS Track CIP Supplemental Appropriation.

<b>MOTION:</b>	Accept the Agenda, for the August 7, 2024 Regular Meeting of the Board of Supervisors, as amended.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>			Second		Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**SPECIAL PRESENTATION**

*Resolution Recognizing Hayden Bridge - Eagle Scout*

- Pulled from agenda.

**4 - COUNTY ADMINISTRATOR’S REPORT**

Mr. Dahl reported on the following topics:

Announcements and Updates - New Employees

- Chandler Lee, Sheriff’s Office, Deputy Sheriff, Started July 15<sup>th</sup>
- Saniya Dabney, Sheriff’s Office, Summer Intern, Started July 15<sup>th</sup>
- Austin Mays, Sheriff’s Office, Deputy Sheriff, Started August 5<sup>th</sup>

Library Events

- 125 kids came out to see the Lake Monticello Water Rescue and Ambulance on Fire Truck Day.
- We made rope buckets with 44 teens and adults.
- Dinosaurs invaded the Library and visited with 30 kids.
- Stop by now to play Life Size Candyland all this week and next!!

Spotlight on Business

- Sweet Art Emporium Ribbon Cutting Ceremony celebrating the pottery studio expansion
- August 10, 2024 at 11:00am, 264 Turkey Sag Trl

2024 FLUVANNA COUNTY KICKBALL TEAM

- Sixteen Fluvanna County employees went to Goochland County on July 26 to play against 4 other counties for the Inaugural County vs County Kickball Tournament.
- Counties included Fluvanna County, Goochland County (2), Hanover County, Henrico County and Powhatan County.
- First game was for seeding with Fluvanna County coming in as the 2nd seed for the tournament. Goochland Roundabouts 8 - Fluvanna County 9.

Board of Supervisors Minutes

- Second game was semi-finals (Fluvanna County got a bye for the first round of knockout games).  
Goochland Fried Chicken 4 - Fluvanna County 6.
- Championship game was a very competitive game. Fluvanna County 2 - Henrico County 5.
  
- It was said that next year Orange County and Louisa County are interested in joining the kickball tournament.

**PG PARK SOCCER HANDICAP PARKING ADDED**

There have been 4 handicap parking spots added to the entrance of the soccer fields. The closest handicap parking spot is about 25' from the entrance.

This project has been completed in house and out of the P&R operating budget due to increased questions/concerns about handicap accessibility to the soccer fields.

**SUMMER CAMP WITH PARKS AND RECREATION**

- Parks and Recreation held 4 different themed weekly camps for ages 7-12 years old with each being offered during the months of June and July.
  - Theme Park Week is a three day camp week held three different weeks.
    - Total attendance over the three weeks = 28 children
  - Cave Week is a five day camp week held two different weeks.
    - Total attendance over the two weeks = 17 children
  - Museum Explorers Week is a five day camp week held two different weeks.
    - Total attendance over the two weeks = 19 children
  - Art Week is a five day camp week held two different weeks.
    - Total attendance over the two weeks = 14 children
  - Total attendance for all camps = 78 children.

**FINAL TWO GROOVIN' AT THE GROVE CONCERTS**

- August 10, 2024 – Tin Can Fish Band will be performing
- September 14, 2024 – Joe the Spy will be performing

**FLUVANNA COUNTY FAIR AUGUST 15 - 17, 2024**

- The Fluvanna County Fair is celebrating a decade of fun! 2014-2024
- The 2024 Fair will run Thursday, August 15, 2024 through Saturday, August 17, 2024.

**Next BOS Meetings**

Day	Date	Time	Purpose	Location
Wed	Aug 21	6:00 PM	Regular Meeting	Circuit Court
Wed	Sept 4	5:00 PM	Regular Meeting	Circuit Court
Wed	Sept 18	6:00 PM	Regular Meeting	Circuit Court

**5 - PUBLIC COMMENTS #1**

At 5:11pm, Chair Fairchild opened the first round of Public Comments.

- James Kelley, 363 Manor Blvd, thanked the Board of Supervisors for the approval of FY25 FCHS Track CIP Supplemental Appropriation at the August 6, 2024 Special Meeting.

With no one else wishing to speak, Chair Fairchild closed the first round of Public Comments at 5:13pm.

**6 – BOARDS AND COMMISSIONS**

None.

**7 – PRESENTATIONS**

None.

**8 - ACTION MATTERS**

*Recognizing Fluvanna County Fire and Emergency Medical Service Volunteers* – James True, Director of Emergency Services

The members of Fluvanna County Volunteer Fire Departments, Lake Monticello Volunteer Fire Department, Lake Monticello Volunteer Water Rescue and Lake Monticello Volunteer Rescue Squad have provided thousands of combine hours to Fluvanna County through their years of service saving the county millions of dollars in cost and providing services in areas of public safety.

As a small token of appreciation, we would like to present the members this challenge coin thanking them for their service and dedication to Fluvanna County and its residence.



<b>MOTION:</b>	Approve the proclamation entitled "RECOGNIZING FLUVANNA COUNTY FIRE AND EMERGENCY MEDICAL SERVICE VOLUNTEERS."				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>			Second		Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*Appeal of Staff Interpretation of Subdivision Ordinance as it pertains to a requested subdivision of Tax Map 41 Section A Parcel 61 located on Terre Haute Lane, a private road, per Section 19-8-1 of the Fluvanna County Code – Dan Whitten, County Attorney; Todd Fortune, Director of Planning*

The owner of Tax Map 41 Section A Parcel 61 contacted staff in the Planning and Zoning Department in April 2024 asking for an interpretation of Section 19-8-1 of the Fluvanna County Code as it pertains to subdividing lots on a private road. Specifically, the owner wishes to subdivide a lot on Terre Haute Lane. On May 28, after researching the matter and consulting with the County Attorney, the Subdivision Agent contacted the property owner via letter and e-mail advising that future subdivisions on this road would be subject to current restrictions listed in Section 19-8-1.

- Mr. Fortune requested on the applicant’s behalf to defer until August 21, 2024.

<b>MOTION:</b>	Defer the Subdivision Agent’s interpretation of Section 19-8-1 of the Fluvanna County Code as it relates to subdivisions on private roads with respect to Tax Map 41 Section A Parcel 61.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>		Second	Motion		
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*FY25 FCHS Track CIP Supplemental Appropriation – Don Stribling, FCPS Executive Director*

- Pulled from agenda. Approved at the August 6, 2024 Special Meeting.

*FY26 Budget Calendar – Teresa McAllister, Management Analyst*

- Ms. McAllister presented the FY26 Budget Calendar to the Board of Supervisors.

<b>MOTION:</b>	Approve the FY26 Budget Calendar.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>		Motion	Second		
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*Resolution to perform a Speed Limit Study on Route 15 – Eric Dahl, County Administrator*

Due to residents’ concerns, the Board of Supervisors is requesting VDOT perform a speed limit study of Route 15 (James Madison Highway) from the intersection at Route 6 (East River Road) to the intersection of Route 15 (James Madison Highway) and Route 612 (Winnsville Drive) in the Fork Union District.

<b>MOTION:</b>	Approve a resolution entitled, "A RESOLUTION REQUESTING A SPEED LIMIT STUDY ON ROUTE 15 (JAMES MADISON HIGHWAY) FROM ROUTE 6 (EAST RIVER ROAD) TO ROUTE 612 (WINNSVILLE DRIVE) IN THE FORK UNION DISTRICT."				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>		Motion			Second
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*Resolution to perform a Speed Limit Study on Route 53 – Eric Dahl, County Administrator*

Due to safety concerns, the Board of Supervisors is requesting VDOT perform a speed limit study of Route 53 (Thomas Jefferson Parkway) from the roundabout at Route 618 (Lake Monticello Road) and Oldfield Drive to the Fluvanna/Albemarle county line in the Palmyra District.

<b>MOTION:</b>	Approve a resolution entitled, "A RESOLUTION REQUESTING A SPEED LIMIT STUDY ON ROUTE 53 (THOMAS JEFFERSON PARKWAY) FROM THE ROUNDABOUT AT ROUTE 618 (LAKE MONTICELLO ROAD) AND OLDFIELD DRIVE TO THE FLUVANNA/ALBEMARLE COUNTY LINE IN THE PALMYRA DISTRICT."				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>			Motion	Second	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

- Mr. Fairchild brought up a Speed Study on Dobby Creek Road requested from a resident to lower the speed limit. The Board directed staff to bring the Speed Study back at a future meeting.

**9 - PUBLIC HEARING**

None.

**10 - CONSENT AGENDA**

The following items were approved under the Consent Agenda for August 7, 2024:

- *Minutes of July 3, 2024* – Caitlin Solis, Clerk to the Board
- *Amendment to the Previously Adopted Meeting Minutes of the June 5, 2024 Fluvanna County Board of Supervisors Regular Meeting* – Caitlin Solis, Clerk to the Board
- *AP Report for May 2024* – Theresa McAllister, Management Analyst
- *AP Report for June 2024* – Theresa McAllister, Management Analyst
- *FY25 Additional Library State Aid Supplemental Appropriation* – Theresa McAllister, Management Analyst
- *Reassessment Budget Changes* – Tori Melton, Director of Finance
- *FY24 Public Works Insurance Claim – 2024 Chevrolet Silverado 2545* – Tori Melton, Director of Finance
- *FY24 Sheriff’s Department Insurance Claim – 2022 Dodge Charger 9811* – Tori Melton, Director of Finance
- *FY25 Sheriff’s Department Insurance Claim – 2021 Dodge Charger 9034* – Tori Melton, Director of Finance
- *FY24 FCPS Property Damage Insurance Claim* – Tori Melton, Director of Finance
- *FY24 Circuit Court Preservation Grant Supplemental Appropriation* – Tristana P. Treadway, Clerk of the Circuit Court
- *FY24 Circuit Court Technology Trust Fund Supplemental Appropriation* – Tristana P. Treadway, Clerk of the Circuit Court
- *AFID Grant Participation Agreement* – Dan Whitten, County Attorney and Jennifer Schmack, Director of Economic Development
- *Approval of Ambulance Purchase Agreement with FESCO Emergency Sales* – Dan Whitten, County Attorney
- *Approval of Equipment Purchase Contract with Zoll Medical Corporation* – Dan Whitten, County Attorney
- *Project Agreement with MTF Architecture for Historic Courthouse* – Dan Whitten, County Attorney
- *Memorandum of Understanding with Fluvanna County Fair Board Association* – Dan Whitten, County Attorney
- *Accept Dedication of Easement from Stonegate Land Holdings, LLC* – Dan Whitten, County Attorney
- *Accept Dedication of Easement from Michael and Bethany Puopolo Living Trust* – Dan Whitten, County Attorney
- *Approval of Vehicle Purchase Agreement with Sheehy Ford of Richmond, Inc.* – Dan Whitten, County Attorney
- *CRMF to Run Fiber to Station 1A* – Andrew Notman, Director of Information Technology
- *CRMF - FMS Bat Elimination* – Don Stribling, FCPS Executive Director
- *CRMF - Schools Parking Lots Asphalt Patching* – Don Stribling, FCPS Executive Director

<b>MOTION:</b>	Approve the consent agenda, for the August 7, 2024 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for May 2024, in the amount of \$ \$2,132,511.27, and June 2024 in the amount of \$2,471,785.43.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>			Second		Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**11 - UNFINISHED BUSINESS**

None.

**12 - NEW BUSINESS**

*Declaration of Local Emergency* – Eric Dahl, County Administrator/Director of Emergency Management

On Tuesday, August 6, 2024, Governor Youngkin declared a state of Emergency for the Commonwealth, in response to the potential impacts of Tropical Storm Debby.

Through Executive Order Number Thirty-Four, Governor Youngkin notes that, “The health and general welfare of the citizens of the Commonwealth require that state action be taken to help alleviate the conditions caused by this situation.” Governor Youngkin directs “(State) and local governments to render appropriate assistance to prepare for this event, to alleviate any conditions resulting from the situation, and to implement recovery and mitigation operations and activities so as to return impacted areas to pre-event conditions as much as possible.”

This action is consistent with the requirements of the Code of Virginia Emergency Services and Disaster Law.

**Code of Virginia § 44-146.21. Declaration of local emergency.**

- (a) A local emergency may be declared by the local director of emergency management with the consent of the governing body of the political subdivision. In the event the governing body cannot convene due to

Board of Supervisors Minutes

the disaster or other exigent circumstances, the director, or in his absence, the deputy director, or in the absence of both the director and deputy director, any member of the governing body may declare the existence of a local emergency, subject to confirmation by the governing body at its next regularly scheduled meeting or at a special meeting within fourteen days of the declaration, whichever occurs first. The governing body, when in its judgment all emergency actions have been taken, shall take appropriate action to end the declared emergency.

- The Director of Emergency Management has declared a local emergency effective August 8, 2024 at 12:01 a.m.
- During the existence of said local emergency, the Director of Emergency Management and the Director of Emergency Services, of Fluvanna County respectively, shall have the powers, functions, and duties prescribed by Virginia Code Section 44-146.21(c) and by the Fluvanna County Emergency Services Plan in order to mitigate and recover from the effects of said local emergency.

<b>MOTION:</b>	Consent to the declaration of a local emergency by Eric Dahl, Director of Emergency Management, which is effective Thursday, August 8, 2024 beginning at 12:01 a.m. in response to potential impacts of Tropical Storm Debby.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>				Second	Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*Digital Inclusion Planning Grant Memorandum of Agreement (MOA) – Eric Dahl, County Administrator*

In May 2024, the County was contacted by Jason Inofuentes, Albemarle County Broadband Program Manager. It is proposed that the counties of Fluvanna, Albemarle, Nelson, Louisa, Greene, and the City of Charlottesville come together under a Memorandum of Agreement to apply for a Virginia Community Development Block Grant Program Planning Grant from the Virginia Department of Housing and Community Development (DHCD). The funds will aid the localities in developing strategies for addressing the communities’ broadband needs. Albemarle County, through its Broadband Accessibility and Affordability Office, will serve as the primary applicant and point of contact between DHCD and the counties.

Each locality will determine the best use of any funds that may be awarded through this grant program, to potentially address issues related to access, affordability, devices, and skills.

<b>MOTION:</b>	Authorize the County Administrator to execute a multi-jurisdictional Memorandum of Agreement (MOA) to apply for a Virginia Department of Housing and Community Development (DHCD) Block Grant Program planning grant.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>		Motion		Second	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*August 6, 2024 Special Called Meeting – Eric Dahl, County Business*

Mr. Hodge joined the Special Meeting via Zoom from Virginia Beach on a trip on fire business for Chief Constantino. The Board members present on August 6, 2024, took a vote to accept Mr. Hodge’s virtual attendance. Mr. Goad made the Motion and Mr. Sheridan Seconded, the Motion passed 3-0.

<b>MOTION:</b>	Accept Mr. Hodge’s attendance virtually at the Special Meeting of August 6, 2024.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>		Motion			Second
<b>VOTE:</b>	Yes	Yes	Abstain	Abstain	Yes
<b>RESULT:</b>	<b>3-0-2</b>				

- Mr. Goad asked about selling a fire apparatus that is about to be sold for surplus to a Charlotte County instead of listing it publicly.
- After some discussion, the Board agreed they do not want to sell the apparatus at a loss and asked staff to get a fair market value for the apparatus once it goes up for surplus by the County.

**13 - PUBLIC COMMENTS #2**

At 6:23pm, Chair Fairchild opened the second round of Public Comments.

- Jeff Potter, 474 Covered Bridge Rd, thanked the Board for the EMS crew stationed at Fire Company 3, and thanked the Board for their continued support.

With no one else wishing to speak, Chair Fairchild closed the second round of Public Comments at 6:25pm.

<b>MOTION:</b>	At 6:25pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.5, A.8 & A.19 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – County Attorney Performance Evaluation; Litigation – Prospective business updates in the Columbia District; Legal Matters – Contract User Grant under Water and Sewer Ordinance.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>				Motion	Second
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

<b>MOTION:</b>	At 7:19 pm, move 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.”				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>			Second	Motion	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

<b>MOTION:</b>	Approve the resolution authorizing the revised development agreement between Fluvanna County, the Economic Development Authority of Fluvanna County, and Zion 3 Notch LLC.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>				Second	Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

<b>MOTION:</b>	Approve a supplemental appropriation to the FY25 Economic Development budget for \$250,000 from Unassigned Fund Balance for the Development Agreement between the County of Fluvanna, Zion 3 Notch LLC and the Economic Development Authority of Fluvanna County.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>		Second			Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**15 - ADJOURN**

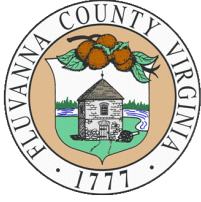
<b>MOTION:</b>	Adjourn the regular meeting of Wednesday, August 7, 2024 at 7:21pm.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>		Second	Motion		
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
 Caitlin Solis  
 Clerk to the Board

\_\_\_\_\_  
 Christopher S. Fairchild  
 Chair



**BOARD OF SUPERVISORS**

County of Fluvanna  
Palmyra, Virginia

**PROCLAMATION 03 - 2024**

**RECOGNIZING FLUVANNA COUNTY FIRE AND EMERGENCY MEDICAL SERVICE VOLUNTEERS**

**WHEREAS**, the volunteers of Fluvanna County Volunteer Fire Departments, Lake Monticello Volunteer Fire Department, Lake Monticello Volunteer Water Rescue, and Lake Monticello Volunteer Rescue Squad are dedicated to providing compassionate and lifesaving measures to the residents and visitors of Fluvanna County; and

**WHEREAS**, the men and women of Fluvanna County Volunteer Fire Departments, Lake Monticello Volunteer Fire Department, Lake Monticello Volunteer Water Rescue, and Lake Monticello Volunteer Rescue Squad demonstrate unwavering commitment and bravery in the face of adversity, serving as frontline heroes in our community; and

**WHEREAS**, the members of the volunteer firefighting and emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, through their professionalism, expertise, and selflessness, members of Fluvanna County Volunteer Fire Departments, Lake Monticello Volunteer Fire Department, Lake Monticello Volunteer Water Rescue and Lake Monticello Volunteer Rescue Squad exemplify the highest standards, ensuring that individuals in need receive prompt and effective treatment; and

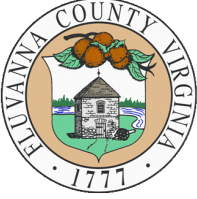
**WHEREAS**, it is appropriate to recognize the value, services, and the accomplishments of volunteer firefighters and emergency medical services providers in Fluvanna County, Virginia.

**NOW THEREFORE, BE IT RESOLVED** that the Fluvanna County Board of Supervisors, in recognition of the dedication of the aforementioned volunteers provide them with this small token of appreciation, the Fluvanna County Volunteer Challenge Coin.

Adopted this 7<sup>th</sup> day of August, 2024.

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Christopher S. Fairchild, Chair  
Fluvanna County Board of Supervisors



**BOARD OF SUPERVISORS**  
County of Fluvanna  
Palmyra, Virginia

**RESOLUTION No. 29-2024**

**A RESOLUTION REQUESTING A SPEED LIMIT STUDY ON ROUTE 15 (JAMES MADISON HIGHWAY) FROM ROUTE 6 (EAST RIVER ROAD) TO ROUTE 612 (WINNSVILLE DRIVE) IN THE FORK UNION DISTRICT**

At a Regular Meeting of the Fluvanna County Board of Supervisors held in the Fluvanna County Circuit Court Building at 5:00 PM on Wednesday, August 7, 2024, the following resolution was adopted by the Board of Supervisors, the vote being as shown below and recorded in the minutes of the meeting.

**WHEREAS**, it is the intention of the Fluvanna County Board of Supervisors to protect the health, safety, and welfare of all its citizens; and

**WHEREAS**, the Board of Supervisors feels there is a need for a Speed Limit Study on Route 15 (James Madison Highway) from Route 6 (East River Road) traveling south to the intersection of Route 15 (James Madison Highway) and Route 612 (Winnsville Drive); and

**WHEREAS**, the Board of Supervisors feels there is a particular need to lower the speed limit in front of the Fork Union Fire Station located at 5753 James Madison Highway, which is also the location for the County Department of Emergency Services Station 2, which would benefit by moving the current 55mph to 35mph limit speed reduction prior to this location; and

**WHEREAS**, the Board of Supervisors feels that the safety on this highway can be significantly improved at a lower speed limit.

**NOW, THEREFORE BE IT RESOLVED**, on this 7<sup>th</sup> day of August 2024, that the Fluvanna County Board of Supervisors hereby requests that the Virginia Department of Transportation conduct a Speed Limit Study on Route 15 (James Madison Highway) from the intersection at Route 6 (East River Road) traveling south to the intersection of Route 15 (James Madison Highway) and Route 612 (Winnsville Drive); and

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at the Regular Meeting of the Board held on the 7<sup>th</sup> day of August 2024;

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Chris Fairchild, Cunningham District						
John M. Sheridan, Columbia District						
Mike Goad, Fork Union District						
Timothy Hodge, Palmyra District						
Anthony P. O'Brien, Rivanna District						

Attest:

\_\_\_\_\_  
Christopher S. Fairchild, Chair  
Fluvanna County Board of Supervisors



**BOARD OF SUPERVISORS**

County of Fluvanna  
Palmyra, Virginia

**RESOLUTION No. 30-2024**

**A RESOLUTION REQUESTING A SPEED LIMIT STUDY ON ROUTE 53 (THOMAS JEFFERSON PARKWAY) FROM THE ROUNDABOUT AT ROUTE 618 (LAKE MONTICELLO ROAD) AND OLDFIELD DRIVE TO THE FLUVANNA/ALBEMARLE COUNTY LINE IN THE PALMYRA DISTRICT**

At a Regular Meeting of the Fluvanna County Board of Supervisors held in the Fluvanna County Circuit Court Building at 5:00 PM on Wednesday, August 7, 2024, the following resolution was adopted by the Board of Supervisors, the vote being as shown below and recorded in the minutes of the meeting.

**WHEREAS**, it is the intention of the Fluvanna County Board of Supervisors to protect the health, safety, and welfare of all its citizens; and

**WHEREAS**, the Board of Supervisors feels there is a need for a Speed Limit Study on Route 53 (Thomas Jefferson Parkway) from the Route 618 (Lake Monticello Road) and Oldfield Drive roundabout traveling west to the Fluvanna/Albemarle County line; and

**WHEREAS**, the Board of Supervisors feels that the safety on this road can be significantly improved at a lower speed limit.

**NOW, THEREFORE BE IT RESOLVED**, on this 7<sup>th</sup> day of August 2024, that the Fluvanna County Board of Supervisors hereby requests that the Virginia Department of Transportation conduct a Speed Limit Study on Route 53 (Thomas Jefferson Parkway) from the Route 618 (Lake Monticello Road) and Oldfield Drive roundabout traveling west to the Fluvanna/Albemarle County line; and

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at the Regular Meeting of the Board held on the 7<sup>th</sup> day of August 2024;

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Chris Fairchild, Cunningham District						
John M. Sheridan, Columbia District						
Mike Goad, Fork Union District						
Timothy Hodge, Palmyra District						
Anthony P. O'Brien, Rivanna District						

Attest:

\_\_\_\_\_  
Christopher S. Fairchild, Chair  
Fluvanna County Board of Supervisors



**BOARD OF SUPERVISORS**  
County of Fluvanna  
Palmyra, Virginia

**RESOLUTION No. 31-2024**

**A RESOLUTION AUTHORIZING THE REVISED DEVELOPMENT AGREEMENT BETWEEN FLUVANNA COUNTY, THE ECONOMIC DEVELOPMENT AUTHORITY OF FLUVANNA COUNTY AND ZION 3 NOTCH LLC**

**WHEREAS**, the development agreement (“Development Agreement”) is among Fluvanna County (“County”), the Economic Development Authority of Fluvanna County (“EDA”) and Zion 3 Notch LLC; and

**WHEREAS**, on November 1, 2023, the Fluvanna County Board of Supervisors authorized a grant (“Grant”) of up to One Hundred and Twenty-five Thousand Dollars (\$125,000) after Zion 3 Notch LLC completes construction of a sewer line improvement project; and

**WHEREAS**, the County, the EDA and Zion 3 Notch LLC desire to execute a revised Development Agreement that will offer an additional grant (“Grant”) of up to One Hundred and Twenty-five Thousand Dollars (\$125,000) after Zion 3 Notch LLC completes construction of a sewer line improvement project; and

**WHEREAS**, Zion 3 Notch LLC will purchase, improve, equip, and operate a convenience store (“Convenience Store”) located on James Madison Highway in Zions Crossroads, Virginia, thereby making a significant capital investment, and creating and maintaining a significant number of new jobs; and

**WHEREAS**, the stimulation of the additional tax revenue and economic activity to be generated by the construction of the Convenience Store constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the Grant.

**NOW, THEREFORE, BE IT RESOLVED**, that the Fluvanna County Board of Supervisors accepts the Development Agreement and that the County Administrator is directed to execute the Development Agreement subject to approval as to form by the County Attorney.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 7th day of August 2024:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Chris Fairchild, Cunningham District						
John M. Sheridan, Columbia District						
Mike Goad, Fork Union District						
Timothy Hodge, Palmyra District						
Anthony P. O’Brien, Rivanna District						

Attest:

\_\_\_\_\_  
Christopher S. Fairchild, Chair  
Fluvanna County Board of Supervisors





**BOARD OF SUPERVISORS**  
County of Fluvanna  
Palmyra, Virginia

**RESOLUTION No. 32-2024**

**RESOLUTION FOR THE DECLARATION OF LOCAL EMERGENCY**

**WHEREAS**, National Weather Service and National Hurricane Center forecasts, that Tropical Storm Debby currently moving along the eastern seaboard is likely to cause significant rainfall and flooding across the region, potentially impacting transportation and causing power outages; and

**WHEREAS**, on August 6, 2024, a State of Emergency was declared by Governor Youngkin for the entirety of the Commonwealth; and

**WHEREAS**, the Director of Emergency Management and Director of Emergency Services determined that the threat of potential injury from Tropical Storm Debby was great enough to warrant coordinated local government action to prevent or alleviate any potential damage, loss, hardship, or suffering.

**NOW, THEREFORE, BE IT RESOLVED** that, pursuant to Virginia Code Section 44-146.21, the Director of Emergency Management has declared the existence of a local emergency for Fluvanna County, which such local emergency exists throughout Fluvanna County effective at 12:01 a.m., Thursday, August 8, 2024 to which declaration the Board of Supervisors hereby consents; and

**BE IT FURTHER RESOLVED** that during the existence of said local emergency, the Director of Emergency Management and the Director of Emergency Services, of Fluvanna County respectively, shall have the powers, functions, and duties prescribed by Virginia Code Section 44-146.21(c) and by the Fluvanna County Emergency Services Plan in order to mitigate and recover from the effects of said local emergency.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 7<sup>th</sup> day of August, 2024:

SUPERVISORS	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
John M. Sheridan, Columbia District						
Chris Fairchild, Cunningham District						
Mike Goad, Fork Union District						
Tim Hodge, Palmyra District						
Anthony P. O'Brien, Rivanna District						

A Copy, teste:

\_\_\_\_\_  
Caitlin Solis  
Clerk to the Board of Supervisors  
Fluvanna County, Virginia

\_\_\_\_\_  
Chris Fairchild  
Chair, Board of Supervisors  
Fluvanna County, Virginia

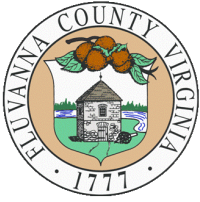


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB G**

<b>MEETING DATE:</b>	August 21, 2024				
<b>AGENDA TITLE:</b>	Resolution Recognizing Margaret Palmer– Eagle Scout				
<b>MOTION(s):</b>	<b>I move the Fluvanna County Board of Supervisors adopt the resolution entitled “Recognizing Margaret Palmer for Award of Eagle Scout Status.”</b>				
<b>BOS 2 YEAR GOAL?</b>	Yes	No	<b>If yes, list goal(s):</b>		
		XX			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board of Supervisors				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	Margaret Palmer has completed all requirements and has been examined by an Eagle Scout Board of Review and deemed worthy of the Eagle Scout Award.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Resolution				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>





**BOARD OF SUPERVISORS**  
 County of Fluvanna  
 Palmyra, Virginia  
**RESOLUTION No. 34-2024**

**A RESOLUTION RECOGNIZING  
 MARGARET PALMER  
 AWARD OF EAGLE SCOUT STATUS**

*The Fluvanna County Board of Supervisors adopted the following resolution on Wednesday, August 21, 2024*

**WHEREAS**, the Boy Scouts of America was incorporated by Mr. William D. Boyce on February 8, 1910; and

**WHEREAS**, the Boy Scouts of America was founded to promote citizenship, training, personal development and fitness of individuals; and

**WHEREAS**, Margaret Palmer has completed all the requirements for becoming an Eagle Scout; and

**WHEREAS**, Margaret has been examined by an Eagle Scout Board of Review and deemed worthy of the Eagle Scout award; and

**WHEREAS**, Boy Scout Troop 154 will convene an Eagle Scout Court of Honor on September 7, 2024 at 2:00 p.m. at Calvary Chapel, 2772 Thomas Jefferson Parkway, Palmyra, VA; and

**WHEREAS**, the Fluvanna County Board of Supervisors fully supports the programs of the Boy Scouts of America and recognizes the important services they provide to the youth of our Country.

**NOW, THEREFORE BE IT RESOLVED** that the Fluvanna County Board of Supervisors joins Margaret’s family and friends in congratulating her on her achievements, the award of Eagle Scout status and acknowledges the good fortune of the County to have such an outstanding youth as one of its citizens.

***THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED*** by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 21st of August, 2024, by the following vote:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Chris Fairchild, Cunningham District						
John M. Sheridan, Columbia District						
Mike Goad, Fork Union District						
Timothy Hodge, Palmyra District						
Anthony P. O’Brien, Rivanna District						

Attest:

\_\_\_\_\_  
 Christopher S. Fairchild, Chair  
 Fluvanna County Board of Supervisors



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

**TAB H**

<b>MEETING DATE:</b>	August 21, 2024				
<b>AGENDA TITLE:</b>	Approval of CCTV Server Purchase Contract with Pavion Corp.				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the CCTV Server Purchase Contract with Pavion Corp. at a total cost of \$13,875.00 and authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Dan Whitten, County Attorney				
<b>PRESENTER(S):</b>	Dan Whitten, County Attorney				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>Contract Terms the County should be aware of (highlights only, see contract for details):</p> <ul style="list-style-type: none"> <li>• Pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off of a Cooperative Agreement.</li> <li>• Replaces existing CCTV server</li> <li>• Contract includes equipment, installation and programming</li> </ul>				
<b>FISCAL IMPACT:</b>	No additional funding is required.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Pavion Corp. CCTV Server Purchase Contract</li> <li>• Quote for Court building CCTV Server</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>				





## CCTV Server Purchase Order Contract

This **Purchase Order Contract** (the "**Contract**") dated the \_\_\_\_ day of \_\_\_\_\_, 2024 is between **Pavion Corp. ("Contractor")**, a Virginia corporation, and **Fluvanna County ("County")**, a political subdivision of the Commonwealth of Virginia, and sets forth the terms and conditions for Contractor's provision of those Products and/or Services to the County.

Whereas, the County wishes to purchase a CCTV server (the "CCTV Server") to be installed in the Fluvanna County Courthouse; and

Whereas, James Madison University issued that Request for Proposals (#MPM-1119) on May 26, 2021 (the "Cooperative Solicitation"), attached hereto as **Exhibit 1** and incorporated herein as a material part of this Contract; and

Whereas, James Madison University entered into an agreement with Pavion Corp. on July 19, 2021 identified as VASCUPP Contract UCPJMU6092 (the "Cooperative Agreement"), attached hereto with subsequent renewals as **Exhibit 2** and incorporated herein as a material part of this Contract; and

Whereas, the Cooperative Agreement has a term of one year from the commencement date with four (4) one-year renewal options, and has been renewed three (3) times; and

Whereas, the Contractor submitted its Quote #202311-25791 dated May 14, 2024, (the "Quote") to the County for the CCTV Server and associated options, warranties, associated work and services, and installation as more specifically described in such Quote (the "Proposal") attached hereto as **Exhibit 3** and incorporated herein as a material part of this Contract; and

Whereas, the County may cooperatively procure the CCTV Server from the Cooperative Agreement pursuant to Virginia Code Section 2.2-4304 and as a joint procurement as set forth in the Cooperative Solicitation; and

Whereas, the Contractor wishes to provide the CCTV Server to the County as described in the Proposal.

NOW THEREFORE, the parties hereby agree as follows:

1. **RECITATIONS AND WARRANTIES.** The foregoing recitations are incorporated herein by reference as material terms of the Contract between the County and Contractor. Contractor agrees to complete and attach the forms attached hereto as **Exhibit 4** which are material part hereof. All manufacturer's warranties shall be assigned and delivered to the County with the CCTV Server. In addition, all warranties required or offered under the Proposal or this Contract for the CCTV Server shall be assigned and delivered to the County with the CCTV Server.
2. **PRODUCTS AND/OR SERVICES.** The CCTV Server is being installed on certain County Property briefly described as 72 Main Street, Palmyra VA 22963. The Contractor agrees that the CCTV Server, including without limitation the options and associated services, and installation of the CCTV Server shall meet or exceed: (i) all applicable industry standards so as to pass without exception in the trade; (ii) all requirements and provisions of this Contract and the Proposal; (iii) all requirements of the County's General Terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms") available at: [https://www.fluvannacounty.org/sites/default/files/fileattachments/finance\\_department/pa](https://www.fluvannacounty.org/sites/default/files/fileattachments/finance_department/pa)

## CCTV Server Purchase Order Contract

<ge/1481/general-terms-and-conditions.pdf>, which are incorporated herein by reference as a material part of this Agreement; and (iv) all requirements of Applicable Law. “Applicable Law” as used herein means all applicable federal, Commonwealth of Virginia and local laws, ordinances, rules and regulations or similar standards in any way related to the CCTV Server or performance under this Contract. The CCTV Server includes specifically, without limitation, evidence of ownership such as title or MSO and any manuals, warranties, manufacturer warranties, customer support, etc. **The Contractor has reviewed and agrees to the County’s General Terms: \_\_\_\_\_ [Initial].**

3. **LOCATION FOR SERVICES:** Delivery of the CCTV Server with all options/equipment installed as described in the Proposal shall be to the following address: 72 Main Street, Palmyra VA 22963. The Contractor must coordinate with the County on convenient delivery/installation times for the CCTV Server; and the contact for delivery and installation is Captain Von Hill at (434) 589-8211
4. **NOTICE:** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

COUNTY:

Fluvanna County, Attn: Ms. Victoria Melton, P.O. Box 540, Palmyra, VA 22963, telephone: (434) 591-1930 x1096 (billing and service and product inquiries)

Fluvanna County, Attn: Mr. Eric Dahl, County Administrator, P.O. Box 540, Palmyra, VA 22963, telephone: (434) 591-1910 (contract inquiries)

With a Copy to: Fluvanna County Attorney, P.O. Box 540, Palmyra, VA 22963

CONTRACTOR:

Pavion Corp., Attn: Joseph Huff, 10402 Lakeridge Pkwy, Suite 300 Ashland, VA 23005, telephone (703) 631-3377

5. **PERFORMANCE:** **The CCTV Server shall be delivered and installed no later than September 30, 2024;** time being of the essence. Any warranties on the CCTV Server shall begin on the later of the date that the County accepts the CCTV Server without reservation. All Risk of loss on the CCTV Server remains with the Contractor until delivery to and installation at the County at the delivery location and acceptance by the County of the CCTV Server. All applicable warranties, promises and covenants relating to the CCTV Server provided for hereunder and any manufacturer’s warranties benefiting the County shall continue according to the terms thereof and shall survive any earlier termination of this Contract.
6. **DAMAGE TO COUNTY PROPERTY:** The Contractor shall repair and/or replace any damage done to any County property, including specifically but without limitation to the CCTV Server, by their officers, employees or agents or resulting from Contractor’s services as soon as practicable, but in any event, no more than ten (10) calendar days after notification by the County. All such repairs or replacements shall be completed to the

**CCTV Server Purchase Order Contract**

County’s sole satisfaction. To protect the Contractor, the Contractor shall document any existing damage to County Property prior to commencing work in a writing to the County.

- 7. **COMPENSATION:** Consistent with the Proposal, the Contractor shall be paid a flat fee of Thirteen Thousand Eight Hundred Seventy-Five and NO/100 DOLLARS (\$13,875.00) for the CCTV Server, being more specifically described in the Proposal. Payment and Invoice terms are governed by the County’s General Terms, but in no event will the Contractor be paid before the Completion Date (as defined below). Any additional products or services must be purchased only under a written amendment of this Contract signed by authorized representatives of both parties. Invoices should be directed to Fluvanna County. The date that the CCTV Server is delivered and installed in compliance with this Contract to the satisfaction of the County is the “**Completion Date.**”
- 8. **EXHIBITS AND RESOLVING CONFLICTS.** The rights and duties of the County and Contractor under this Contract are set out herein and in Exhibit 1 through 4 (the “Exhibits”) attached hereto. Whenever possible, the terms of the above Contract and the Exhibits shall be read together and where there are similar provisions both shall apply, however in the event of a direct conflict, the order of control shall be this Contract, the County’s General Terms, then Exhibit 3, then Exhibit 2, then Exhibit 1. To clarify, the Contract shall control over the Exhibits in the event of a direct conflict, the County’s General Terms shall control over the attached Exhibits, and Exhibit 3 shall control over Exhibits 1 and 2.
- 9. **MISCELLANEOUS.** The headings of the sections of this Contract 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 contract may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Contract may be executed in duplicate originals, any of which shall be equally authentic. Applicable law and venue provisions of the County’s General Terms apply.

**Witness the following duly authorized signatures and seals:**

**Pavion Corp.**

**Fluvanna County**

**By:** \_\_\_\_\_ **(SEAL)**  
**Printed:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_ **(SEAL)**  
**Printed:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
**Fluvanna County Attorney**



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

**TAB I**

<b>MEETING DATE:</b>	August 21, 2024				
<b>AGENDA TITLE:</b>	Approval of Security System Upgrade Purchase Contract with Pavion Corp.				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the Security System Upgrade Purchase Contract with Pavion Corp. at a total cost of \$138,120.00 and authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Dan Whitten, County Attorney				
<b>PRESENTER(S):</b>	Dan Whitten, County Attorney				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>Contract Terms the County should be aware of (highlights only, see contract for details):</p> <ul style="list-style-type: none"> <li>• Pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off of a Cooperative Agreement.</li> <li>• Upgrades to Fluvanna Court building security system</li> <li>• Contract includes equipment, installation and programming</li> </ul>				
<b>FISCAL IMPACT:</b>	No additional funding is required.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Pavion Corp. Security System Upgrade Purchase Contract</li> <li>• Quote for Court building security upgrade</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X				



## Security System Upgrade Purchase Order Contract

This **Purchase Order Contract** (the "**Contract**") dated the \_\_\_\_ day of \_\_\_\_\_, 2024 is between **Pavion Corp. ("Contractor")**, a Virginia corporation, and **Fluvanna County ("County")**, a political subdivision of the Commonwealth of Virginia, and sets forth the terms and conditions for Contractor's provision of those Products and/or Services to the County.

Whereas, the County wishes to purchase a security system upgrade (the "System Upgrade") to be installed in the Fluvanna County Courthouse; and

Whereas, James Madison University issued that Request for Proposals (#MPM-1120) on May 26, 2021 (the "Cooperative Solicitation"), attached hereto as **Exhibit 1** and incorporated herein as a material part of this Contract; and

Whereas, James Madison University entered into an agreement with Pavion Corp. on July 19, 2021 identified as VASCUPP Contract UCPJMU6096 (the "Cooperative Agreement"), attached hereto with subsequent renewals as **Exhibit 2** and incorporated herein as a material part of this Contract; and

Whereas, the Cooperative Agreement has a term of one year from the commencement date with four (4) one-year renewal options, and has been renewed three (3) times; and

Whereas, the Contractor submitted its Quotes #202308-24038 and #202311-25791 dated May 14, 2024, (the "Quotes") to the County for the System Upgrade and associated options, warranties, associated work and services, and installation as more specifically described in such Quotes (collectively the "Proposal") attached hereto as **Exhibit 3** and incorporated herein as a material part of this Contract; and

Whereas, the County may cooperatively procure the System Upgrade from the Cooperative Agreement pursuant to Virginia Code Section 2.2-4304 and as a joint procurement as set forth in the Cooperative Solicitation; and

Whereas, the Contractor wishes to provide the System Upgrade to the County as described in the Proposal.

NOW THEREFORE, the parties hereby agree as follows:

1. **RECITATIONS AND WARRANTIES.** The foregoing recitations are incorporated herein by reference as material terms of the Contract between the County and Contractor. Contractor agrees to complete and attach the forms attached hereto as **Exhibit 4** which are material part hereof. All manufacturer's warranties shall be assigned and delivered to the County with the System Upgrade. In addition, all warranties required or offered under the Proposal or this Contract for the System Upgrade shall be assigned and delivered to the County with the System Upgrade.
2. **PRODUCTS AND/OR SERVICES.** The System Upgrade is being installed on certain County Property briefly described as 72 Main Street, Palmyra VA 22963. The Contractor agrees that the System Upgrade, including without limitation the options and associated services, and installation of the System Upgrade shall meet or exceed: (i) all applicable industry standards so as to pass without exception in the trade; (ii) all requirements and provisions of this Contract and the Proposal; (iii) all requirements of the County's General Terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms") available at:

## Security System Upgrade Purchase Order Contract

[https://www.fluvannacounty.org/sites/default/files/fileattachments/finance\\_department/page/1481/general-terms-and-conditions.pdf](https://www.fluvannacounty.org/sites/default/files/fileattachments/finance_department/page/1481/general-terms-and-conditions.pdf), which are incorporated herein by reference as a material part of this Agreement; and (iv) all requirements of Applicable Law. “Applicable Law” as used herein means all applicable federal, Commonwealth of Virginia and local laws, ordinances, rules and regulations or similar standards in any way related to the System Upgrade or performance under this Contract. The System Upgrade includes specifically, without limitation, evidence of ownership such as title or MSO and any manuals, warranties, manufacturer warranties, customer support, etc. **The Contractor has reviewed and agrees to the County’s General Terms: \_\_\_\_\_[Initial].**

3. **LOCATION FOR SERVICES:** Delivery of the System Upgrade with all options/equipment installed as described in the Proposal shall be to the following address: 72 Main Street, Palmyra VA 22963. The Contractor must coordinate with the County on convenient delivery/installation times for the System Upgrade; and the contact for delivery and installation is Captain Von Hill at (434) 589-8211
4. **NOTICE:** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

COUNTY:

Fluvanna County, Attn: Ms. Victoria Melton, P.O. Box 540, Palmyra, VA 22963, telephone: (434) 591-1930 x1096 (billing and service and product inquiries)

Fluvanna County, Attn: Mr. Eric Dahl, County Administrator, P.O. Box 540, Palmyra, VA 22963, telephone: (434) 591-1910 (contract inquiries)

With a Copy to: Fluvanna County Attorney, P.O. Box 540, Palmyra, VA 22963

CONTRACTOR:

Pavion Corp., Attn: Joseph Huff, 10402 Lakeridge Pkwy, Suite 300 Ashland, VA 23005, telephone (703) 631-3377

5. **PERFORMANCE:** **The System Upgrade shall be delivered and installed no later than September 30, 2024;** time being of the essence. Any warranties on the System Upgrade shall begin on the later of the date that the County accepts all the System Upgrade without reservation. All Risk of loss on the System Upgrade remains with the Contractor until delivery to and installation at the County at the delivery location and acceptance by the County of the System Upgrade. All applicable warranties, promises and covenants relating to the System Upgrade provided for hereunder and any manufacturer’s warranties benefiting the County shall continue according to the terms thereof and shall survive any earlier termination of this Contract.
6. **DAMAGE TO COUNTY PROPERTY:** The Contractor shall repair and/or replace any damage done to any County property, including specifically but without limitation to the System Upgrade, by their officers, employees or agents or resulting from Contractor’s services as soon as practicable, but in any event, no more than ten (10) calendar days after notification by the County. All such repairs or replacements shall be completed to the



**Security System Upgrade Purchase Order Contract**

County’s sole satisfaction. To protect the Contractor, the Contractor shall document any existing damage to County Property prior to commencing work in a writing to the County.

- 7. **COMPENSATION:** Consistent with the Proposal, the Contractor shall be paid a flat fee of One Hundred Thirty-eight Thousand One Hundred Twenty and NO/100 DOLLARS (\$138,120.00) for the System Upgrade, being more specifically described in the Proposal. Payment and Invoice terms are governed by the County’s General Terms, but in no event will the Contractor be paid before the Completion Date (as defined below). Any additional products or services must be purchased only under a written amendment of this Contract signed by authorized representatives of both parties. Invoices should be directed to Fluvanna County. The date that the System Upgrade is delivered and installed in compliance with this Contract to the satisfaction of the County is the “**Completion Date.**”
- 8. **EXHIBITS AND RESOLVING CONFLICTS.** The rights and duties of the County and Contractor under this Contract are set out herein and in Exhibit 1 through 4 (the “Exhibits”) attached hereto. Whenever possible, the terms of the above Contract and the Exhibits shall be read together and where there are similar provisions both shall apply, however in the event of a direct conflict, the order of control shall be this Contract, the County’s General Terms, then Exhibit 3, then Exhibit 2, then Exhibit 1. To clarify, the Contract shall control over the Exhibits in the event of a direct conflict, the County’s General Terms shall control over the attached Exhibits, and Exhibit 3 shall control over Exhibits 1 and 2.
- 9. **MISCELLANEOUS.** The headings of the sections of this Contract 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 contract may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Contract may be executed in duplicate originals, any of which shall be equally authentic. Applicable law and venue provisions of the County’s General Terms apply.

**Witness the following duly authorized signatures and seals:**

**Pavion Corp.**

**Fluvanna County**

**By:** \_\_\_\_\_ (SEAL)  
**Printed:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_ (SEAL)  
**Printed:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
**Fluvanna County Attorney**

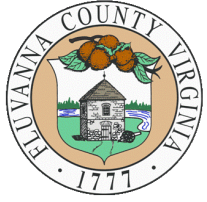


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB J**

<b>MEETING DATE:</b>	August 21, 2024				
<b>AGENDA TITLE:</b>	Termination of Declaration of Local Emergency				
<b>MOTION(s):</b>	<b>With all emergency actions having been taken and the imminent threat of potential injury from Tropical Storm Debby having passed, I move to end the local emergency for Fluvanna County that was declared by Eric Dahl, Director of Emergency Management, effective Saturday, August 10, 2024 at 11:59 p.m.</b>				
<b>BOS 2 YEAR GOAL?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Normal				
<b>DISCUSSION:</b>	<p>On Tuesday, August 6, 2024, Governor Youngkin declared a state of Emergency for the Commonwealth, in response to the potential impacts of Tropical Storm Debby.</p> <p>Therefore, pursuant to Virginia Code Section 44-146.21, Eric Dahl, Director of Emergency Management has declared the existence of a local emergency for Fluvanna County, effective beginning 12:01 a.m., Thursday, August 8, 2024.</p> <p>With all emergency actions having been taken and the imminent threat of potential injury from Tropical Storm Debby having passed within Fluvanna County, the declaration of local emergency has ended effective Saturday, August 10th at 11:59 p.m.</p>				
<b>FISCAL IMPACT:</b>	None.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Resolution for Termination of Local Emergency				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>





**BOARD OF SUPERVISORS**  
 County of Fluvanna  
 Palmyra, Virginia

**RESOLUTION No. 35-2024**

**RESOLUTION FOR THE TERMINATION OF DECLARATION OF LOCAL EMERGENCY**

**WHEREAS**, on August 6, 2024, a State of Emergency was declared by Governor Youngkin for the entirety of the Commonwealth; and

**WHEREAS**, the Director of Emergency Management and Director of Emergency Services determined that the threat of potential injury from Tropical Storm Debby was great enough to warrant coordinated local government action to prevent or alleviate any potential damage, loss, hardship, or suffering.

**NOW, THEREFORE, BE IT RESOLVED** that, pursuant to Virginia Code Section 44-146.21, the Director of Emergency Management has declared the existence of a local emergency for Fluvanna County, which such local emergency exists throughout Fluvanna County effective at 12:01 a.m., Thursday, August 8, 2024; and

**BE IT FURTHER RESOLVED**, pursuant to Virginia Code Section 44-146.21, and all emergency actions having been taken and the imminent threat of potential injury from Tropical Storm Debby having passed within Fluvanna County, it is hereby, **DECLARED TO BE ENDED**, effective Saturday, August 10th at 11:59 p.m.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 21st day of August, 2024:

SUPERVISORS	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
John M. Sheridan, Columbia District						
Chris Fairchild, Cunningham District						
Mike Goad, Fork Union District						
Tim Hodge, Palmyra District						
Anthony P. O'Brien, Rivanna District						

A Copy, teste:

\_\_\_\_\_  
 Caitlin Solis  
 Clerk to the Board of Supervisors  
 Fluvanna County, Virginia

\_\_\_\_\_  
 Christopher Fairchild  
 Chair, Board of Supervisors  
 Fluvanna County, Virginia



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

**TAB K**

<b>MEETING DATE:</b>	August 21, 2024				
<b>AGENDA TITLE:</b>	Allow Addition of a New Primary Dwelling to Replace Existing Primary Dwelling within Camp Friendship Conservation Easement Parcel				
<b>MOTION(s):</b>	<b>I move that the Board of Supervisors allow the addition of a new primary dwelling to replace the existing primary dwelling on TMP 30-A-110 per terms of the conservation easement recorded in Deed Book 097 Page 02.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Jason Overstreet, Senior Planner				
<b>PRESENTER(S):</b>	Jason Overstreet, Senior Planner				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• The existing primary dwelling is listed as the club house. This structure is not currently useable as it has deteriorated and is uninhabitable.</li> <li>• The requested dwelling is to be used for staffing.</li> <li>• Replacement of the primary dwelling is allowable according to the terms of the conservation easement.</li> </ul>				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	The Board approved the creation of the Conservation Easement February 15, 2017.				
<b>ENCLOSURES:</b>	Deed of Gift of Easement				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>				





**Prepared by Grantor's Counsel:**  
John C. Hanssen, Esq. (VSB #48359)  
MOYES & ASSOCIATES, PLLC  
21 N. King Street  
Leesburg, Virginia 20176

397 002

3319

Tax Map No.	Acreage
19-A-39C	10
30-A-110	222.003
<b>Total</b>	<b>232.003</b>

**Consideration:** \$0.00

**DEED OF GIFT OF EASEMENT**

Exempted from recordation tax

Under the Code of Virginia (1950), as amended,  
Sections 58.1-811 (A) (3), 58.1-811 (D) and from Circuit Court Clerk's fee under  
Section 17.1-266

THIS DEED OF GIFT OF EASEMENT (the "**Easement**"), made this 11<sup>th</sup> day of September, 2017, by and among the **HOTEL STREET CAPITAL, LLC**, its successors and assigns (herein called, "**Grantor**"); and **THE BOARD OF SUPERVISORS OF FLUVANNA COUNTY** of the Commonwealth of Virginia, its successors and assigns, grantee (the "**Grantee**") whose address is 132 Main Street, Palmyra, Virginia, 22963; **THE FAUQUIER BANK**, a Virginia banking corporation (the "**Lender**"), and **EDNA T. BRANNAN** and **GLORIA J. BOWMAN, TRUSTEE**, either of whom may act (the "**Trustees**").

**RECITALS:**

- A. **Whereas**, Grantor is the owner in fee simple of two parcels of real property known as "Poplar Ridge" situated on the Rivanna River in the Palmyra Magisterial District on James Madison Highway (State Route 15) in Fluvanna County, Virginia, containing in the aggregate, 232.003 acres, more or less, and more thoroughly described in Exhibit "A" attached hereto and incorporated herein, and hereinafter referred to as "**the Property**," and desires to convey to Grantee, for the public purpose identified herein, a perpetual open-space easement over the Property as herein set forth; and
- B. **Whereas**, Grantee is the governing body of a political subdivision of the Commonwealth of Virginia and a "qualified organization" and "eligible donee" under Section 170(h)(3) of the Internal Revenue Code and Treasury Regulation §1.170A-14(c)(1), is a public body under Section 10.1-1700 of the Code of Virginia, 1950, as amended, and is willing to accept an open-space easement over the Property as herein set forth; and

- C. **Whereas**, Chapter 461 of the Acts of 1966, codified in Chapter 17, Title 10.1, of the Code of Virginia, as amended (the “Open-Space Land Act”), declares that the preservation of open-space land serves a public purpose by curbing urban sprawl, preventing the spread of urban blight and deterioration and encouraging more economic and desirable urban development, helping provide or preserve necessary park, recreational, historic and scenic areas, and conserving land and other natural resources, and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land; and
- D. **Whereas**, the Open-Space Land Act declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Grantee to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space and recreational lands of the Commonwealth.
- E. **Whereas**, the Property consists of forested floodplain, steep slopes, and forested and open fields;
- F. **Whereas**, the Property is situated in an environmentally sensitive area along the Rivanna River, which is designated as a Virginia Scenic River under Va. Code § 10.1-416, with approximately 2,200 linear feet of frontage thereon, a public water supply source and publicly accessible waterway;
- G. **Whereas**, the Property contains a freshwater lake known as “**Fishing Lake**” which has a perennial outflow into the Rivanna River;
- H. **Whereas**, the Property has approximately 1,650 linear feet of frontage on James Madison Highway (State Route 15) and 2,295 feet of frontage on Friendship Way (State Route 644);
- I. **Whereas**, the Property is directly across the Rivanna River from Pleasant Grove Park, a public park, and the Fluvanna Natural Heritage Trail;
- J. **Whereas**, 26 U.S.C.A. §170(h)(1) of the Internal Revenue Code, the “**Revenue Code**”, defines a qualified conservation contribution as a contribution (A) of a “qualified real property interest”, (B) to a “qualified organization”, (C) exclusively for “conservation purposes”; and
- K. **Whereas**, §170(h)(2)(C) defines the term “qualified real property interest” as “a restriction (granted in perpetuity) on the use which may be made of the real property.” An easement granted in perpetuity qualifies as a qualified real property interest under this section, Treasury Regulations §1.170A-14(b)(2); and
- L. **Whereas**, §170(h)(4) of the Revenue Code defines a conservation purpose as “(i) the preservation of land areas for outdoor recreation by, or the education of, the general public, (ii) the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, (iii) the preservation of open space (including farmland and forest land) where such preservation is (I) for the scenic enjoyment of the general public, or (II) pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a

significant public benefit, or (iv) the preservation of an historically important land area or certified historic structure;” and

M. **Whereas**, this open-space easement in gross constitutes a restriction granted in perpetuity on the use which may be made of the Property, and is in furtherance of and pursuant to the clearly delineated governmental policies set forth below:

(i) The policies of the Commonwealth of Virginia as set forth in:

- a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth’s policy “to protect its atmosphere, lands and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth”;
- b. The Virginia Conservation Easement Act (Code of Virginia, §§10.1-1009 et seq.), which provides for the conveyance of conservation easements in perpetuity for the purposes noted above;
- c. The Virginia Open Space Land Act (Code of Virginia, §§10.1-1700 et seq.), which provides for the conveyance of conservation easements in perpetuity for the purposes noted above
- c. The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, §§58.1-510 through 58.1-513 of the Code of Virginia, which supplements existing land conservation programs to further encourage the preservation and sustainability of the Commonwealth’s unique natural resources, wildlife habitats, open spaces and forest resources;
- d. Chapter 32, of Title 58.1, §§58.1-3230 through 58.1-3244 of the Code of Virginia, which authorizes special use-value tax assessments for real estate devoted to agricultural, forestal, horticultural and open-space use;
- e. The Virginia State Scenic Rivers Act, Chapter 4 of Title 10.1 of the Code of Virginia, § 10.1-416 designates the Rivanna River as a state scenic river from the base of the South Fork Rivanna River Reservoir past the property to its confluence with the James River;

(ii) Land use policies of the County of Fluvanna as delineated in the Fluvanna County Comprehensive Plan (September 2015) (the “**Comprehensive Plan**”) to which plan the restrictions set forth in this deed conform as follows:

- a. To “encourage wider use of conservation easements . . . as a means of protecting natural resources and open space” (Chapter 1: Natural Resources).
- b. County policy to “protect surface water and groundwater resources” and which designate the Rivanna River as being “critical to the history and ecology of the county” and which encourages citizens to record easements as a means of “preserving river and stream corridors” (Chapter 1: Natural Resources).

- c. The County's policy which designates the Rivanna River basin as offering "indispensable services in the form of water supply" (Chapter 1: Natural Resources).
  - d. The County's policy which designates the "Rivanna River Water Trail as part of the Chesapeake Bay Gateways and National Park Service network of canoe and kayak trails" (Chapter 1: Natural Resources).
- N. **Whereas**, as required by § 10.1-1701 of the Virginia Open Space Land Act, the limitations or obligations created by this Easement conform in all respects to the Comprehensive Plan;
- O. **Whereas**, preservation of the Property will promote the public policies of Fluvanna County and further a public purpose of the Grantee by protecting open-space, productive agricultural lands, scenic views, historic, and natural resources; and
- P. **Whereas**, the Grantor and the Grantee desire to protect in perpetuity the open-space values identified in the previous paragraphs, including, but not limited to, conserving and protecting agricultural and forestal lands as natural resources by prohibiting further subdivisions, protecting water quality, protecting scenic views of the Property from the public parks, watercourses, and public roads, the "**Open-Space Values**," and intend to accomplish such protection by restricting the use of the Property as hereinafter set forth; and
- Q. **Whereas**, the conservation purpose of this Easement is to preserve and protect in perpetuity the Open-Space Values of the Property (the "**Conservation Purposes**"); and
- R. **Whereas**, the retention, preservation and protection of the Open-Space Values will be a significant and substantial benefit to the public; and
- S. **Whereas**, the Grantee has determined that the restrictions hereinafter set forth in this Easement (the "**Restrictions**") will preserve and protect in perpetuity the Open-Space Values of the Property, which advance the public purposes established in its Comprehensive Plan, which values are reflected in the preceding paragraphs, the Grantee's evaluation of the Property, and as further documented in an inventory of relevant features of the Property in the "**Poplar Ridge Baseline Documentation Report**," incorporated herein by reference, acknowledged as an accurate description of the Property as of the date of donation and signed by the Grantor and the Grantee, to be maintained on file in the offices of the Grantee, and intended to serve as an accurate and objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement;
- T. **Whereas**, the Grantee has determined that the Restrictions will limit the uses of the Property to those uses consistent with, and not adversely affecting the Open-Space Values of the Property, the scenic values enjoyed by the general public, or the governmental conservation policies furthered by this Easement; and
- U. **Whereas**, the Grantor intends to convey to the Grantee by this Easement the right to preserve and protect the Open-Space Values of the Property in perpetuity and to further the public purposes established in the Fluvanna County Comprehensive Plan, and to qualify the grant of

such restrictions and associated rights as a qualified conservation contribution under Section 170(h)(2)(c) of the Internal Revenue Code of 1986.

NOW, THEREFORE, pursuant to Chapter 17, Title 10.1 of the Code of Virginia (1950), as amended, in recognition of the foregoing and of the mutual covenants herein and the acceptance hereof by Grantee, Grantor does hereby give, grant and convey to Grantee an open-space Easement in gross over, and the right in perpetuity to restrict the use of, the Property, which is described in EXHIBIT "A" attached hereto and made a part hereof, and consists of approximately 232.003 acres, located in the Palmyra Magisterial District, Fluvanna County, Virginia, hereinafter referred to as the "**Property**."

The Property is identified as Tax Map No. 19-A-39C and 30-A-110 among the tax records of Fluvanna County, Virginia. Even if the Property should consist of more than one subdivided or tax parcel, it shall be considered one parcel for the purposes of this Easement, and the Restrictions and covenants of this Easement shall apply to the Property as a whole rather than to such individual parcels.

## **ARTICLE I – EASEMENT**

### **1. PURPOSE.**

The purpose of this Easement is to preserve and protect the Open Space Values described in the Recitals to this Easement in perpetuity by enforcing the restrictions imposed on the use of the Property by Article II, while allowing the Property to be used for all other uses by the owner as long as such uses do not interfere with the conservation value of the Property. By so doing, the Grantor and Grantee have the common purpose of preventing, through the enforcement powers granted to the Grantee, any use or development of the property that will adversely affect, or is inconsistent with or will conflict with, diminish, impair or interfere with the Open-Space Values.

### **2. DURATION.**

This Easement shall be perpetual. It is an easement in gross which runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions and restrictions contained in this Easement are binding upon, and inure to the benefit of, the Grantor and the Grantee, and their respective successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

### **3. NO PUBLIC ACCESS.**

Although this Easement in gross will benefit the public as described above and the Property is visible from a public right-of-way, nothing herein shall be construed to convey to the public a right of access to, or use of the Property. Grantor retains the exclusive right to such access and use, subject to the terms hereof. Provided, however, that at reasonable times, upon request of Grantee made with reasonable notice to Grantor, persons affiliated with educational organizations shall be admitted to study the property, provided such visits shall be at no cost to Grantor or visitors, and Grantor may place reasonable restrictions on the number of persons entering the property at any one time

and may limit the access to three (3) days per year. In addition, Grantee may take exterior photographs, drawings, or other representations documenting the significant historical, cultural, and architectural character and features of the Property and may use or publish the same (or authorize others to do so) to fulfill its charitable or educational purposes or to raise public awareness of the heritage sites in the County, provided the photographs shall not be commercially sold without Grantor's consent. The access granted hereunder or any permission to enter the Property by Grantors or Grantee shall not be constructed as an invitation or license, and the Grantor and Grantee do not assume any liability to the general public for accidents, injuries, acts, or omissions beyond that defined by the standard of care owed by landowners under Virginia Recreational Use Statutes § 29.1-509 and any other applicable law.

## ARTICLE II – RESTRICTIONS

Restrictions are hereby imposed on the use of the Property to protect the Open-Space Values of the Property pursuant to the public policies set forth above. The acts that the Grantor covenants to do and not to do upon the Property, and the restrictions that Grantee is hereby entitled to enforce, are and shall be as follows:

### 1. Division.

#### A. No Subdivision

Further subdivision of the Property into more than the existing two parcels is prohibited. The Property shall not be sold or conveyed as more than two parcels.

#### B. Boundary Line Adjustments

Boundary line adjustments among the existing parcels and with adjoining parcels of land are permitted and shall not be considered a prohibited division or separate conveyances of the Property, provided that Grantee is made party to the deed creating the boundary line adjustment and at least one of the following conditions is met:

- (i) The entire adjacent parcel is subject to a recorded open-space easement conveyed to Grantee, or other public body as defined in Section 10.1-1700 of the Code of Virginia or to another qualified organization under section 170(h) of the Revenue Code (or any successor provision then applicable); and
- (ii) The proposed boundary line adjustment shall have been reviewed and approved in advance by the Board of Grantee or the governing body of any successor in interest to the Grantee.
- (iii) The dedication to, or acquisition by, a governmental entity of a portion of the Property adjacent to Friendship Road (State Route 644) and James Madison Highway (State Route 15) for minor road improvements shall not be considered a division or subdivision of the Property. Such improvements could include, but are not limited to, expansions of travelway, the addition or renovation of ditches, box culverts, drainage swales, side slopes, curbing, re-grading, or

enhancements, such as pull-offs or traffic lights or turn lanes, bike lanes, re-alignment of the intersection of State Route 644 and Route 15, and related restoration projects. Provided, however, a minor road improvement shall not include any improvements or dedication extending more than two hundred feet from the centerline of Route 15 or fifty feet from the centerline of State Route 644.

## 2. DWELLINGS, STRUCTURES, ROADS, AND UTILITIES.

No permanent or temporary buildings or structures may be built, maintained or replaced on the Property other than as set forth in this Section 2:

### A. Dwellings and Structures

All existing improvements on the property may be maintained and repaired and replaced. The following structures may be maintained, constructed, repaired or replaced upon the Property:

- (i) Primary Dwellings. One (1) primary single-family dwelling on each permitted parcel (the current club house as documented in the Baseline Documentation Report shall be counted as the existing primary dwelling, but may be replaced pursuant to this paragraph). A dwelling shall be regarded as a “primary dwelling” if it is the only dwelling located within a parcel or, in the event there is more than one dwelling on the parcel, if it is the largest dwelling located on the parcel. No primary dwelling shall exceed:
  - a. Its existing Ground Area (as defined below) in the case of the existing primary dwelling, or 4,500 square feet of Ground Area in the case of a new primary dwelling.
  - b. For the purposes of this Easement, the term “**Ground Area**” means the impervious surface footprint of a building including covered porches, attached garages, and other impervious surfaces structures physically or structurally connected thereto but excluding connecting terraces, walkways, and driveways.
- (ii) Secondary Dwellings. One (1) accessory dwelling on each of the permitted parcels (the existing caretaker residence, as documented in the baseline documentation report, shall be regarded as a permitted existing accessory dwelling). An accessory dwelling shall be defined as a building or structure (other than a primary dwelling), or portion thereof, used or intended to be used for permanent or temporary human habitation. The permitted accessory dwellings shall not exceed 2,000 square feet in Ground Area or have a Predominate Ridgeline in excess of thirty (30) feet.
- (iii) Non-residential outbuildings. The existing storage shed near the clubhouse as documented in the Baseline Documentation Report may be maintained,

repaired, and replaced but not expanded except in conformity with the restrictions herein set forth for new non-residential outbuildings. New non-residential outbuildings and structures commonly and appropriately incidental to the dwellings permitted in Article II § 2.A, paragraphs (i) and (ii), provided such structures are sized appropriately to serve as amenities to single-family residential use, provided that the aggregate footprint of such non-residential outbuildings and structures for the permitted dwelling shall not exceed: (a) 2,000 square feet in Ground Area for each permitted primary dwelling, or (b) 1,000 square feet in Ground Area for each accessory dwelling.

- (iv) Farm Buildings. The existing sheds, pond outbuilding, and garage as documented in the Baseline Documentation Report shall be considered farm buildings under this Easement and may be maintained, repaired, and replaced, subject to the limitations set forth herein. Farm buildings or structures, except that a farm building or farm structure not in existence on the date of this Easement exceeding 4,500 square feet in Ground Area may not be constructed on the Property unless prior written approval for the building or structure exceeding either limitation shall have been obtained from Grantee, which approval shall be limited to consideration of the impact of the size, height and siting of the proposed structure on the Open-Space Values of the Property. Subject to Grantee's approval of the location, Grantor reserves the right to construct one (1) twenty thousand square foot indoor riding arena. For purposes of this subparagraph, a farm building or structure shall mean a building or structure originally constructed and used for the activities specified in Article II §3.B(i), (iii) and (iv).
- (v) Miscellaneous. Small-scale miscellaneous structures, the existence of which are consistent with the conservation purposes of this Easement and which will not impair the Open-Space Values protected herein, such as hunting stands, wildlife observation structures, run-in sheds, fences including deer fences to protect crops (provided any fence over five feet in height shall be constructed with materials that will not block the public view of the Property from a state maintained road), boardwalks, or structures for crossing of streams or wetlands. Any such structure shall not exceed 260 square feet in Ground Area unless prior written approval shall have been obtained from the Grantee.
- (vi) Modification. Any building may be expanded, demolished and replaced subject to the restrictions of this Easement. Subject to the collective footprint limitation in Article II §2.D, the restrictions in this § 2.A may be modified or adjusted only with the prior written approval of the Grantee and only upon a finding that the adjustment will not negatively impact or impair the Open-Space Values and Conservation Purposes of this Easement and that scale of



the proposed building or structure is proportional to those in the surrounding area.

- (vii) Location Restrictions: No dwellings or incidental structures permitted in Section II.2.A (i) – (v) shall be constructed:
- a. Within any area visible from the Rivanna River or Pleasant Grove Park.
  - b. within fifty feet (50) of any area designated by Fluvanna County as floodplain or as having slopes of greater than 20%; and
  - c. Within any area designated as a riparian buffer pursuant to Section II.8. (except for structures for stream or wetland crossing permitted therein).
  - d. Notwithstanding the forgoing, all existing structures may be maintained, repaired and replaced without regard to the location restrictions of this paragraph, provided their footprint shall not be expanded in Ground Area except in accordance with the provisions of this Easement.

**B. Roads.**

The existing parking areas may be maintained, repaired, and replaced but not expanded. Private roads and parking areas to serve permitted dwellings or structures and roads with permeable surfaces for other permitted uses under Article II §3.B may be constructed and maintained with prior review and approval of Grantee under Article II §2.E.

**C. Utilities**

- (i) Energy structures used to harness natural renewable energy sources such as the sun, wind, water, or biomass and scaled to provide electrical energy or pump water for permitted dwellings, structures, and activities on the Property, which limitation shall not be deemed to prohibit the sale of excess power generated incidentally in the operation of such structures and associated equipment including, but not limited to, solar panels, wind turbines, and micro-hydro installations, if approved in writing by Grantee, to provide electrical energy to neighboring properties; and
- (ii) Public or private utilities, including sinking of wells and installation of septic fields, or public water and sewer lines to serve permitted dwellings or structures.
- (iii) Utilities that do not serve permitted structures on the Property require the Grantee's review and prior written determination that the construction and maintenance of such utility will not impair the conservation value of the Property.

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**D. Collective Footprint Limitation.**

The total collective footprint of all existing buildings and structures, as documented in the Baseline Documentation Report, and those permitted on the Property shall not exceed 0.85 percent (0.85%) of the total Ground Area of the Property, excluding existing roads; provided, however, that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the Conservation Purposes and Open-Space Values protected in this Easement, Grantee may approve such increase. The collective footprint shall be the Ground Area measured in square feet of all dwellings, buildings and structures on the Property and shall be compared to the total square footage of the Property.

**E. Grantee Approval Required.**

To ensure that the Open-Space Values of the Property will not be adversely affected, Grantor must obtain Grantee's written approval of the location of any new buildings, utilities, and structures permitted under this Article II § 2 prior to applying for a building permit or commencing construction. The location of new roads or access ways, shall require review and written approval of Grantee prior to construction. Grantee's approval shall be based on a consideration of the impact on the Open-Space Values, including the minimization of the impact on the scenic views of the Property from the adjoining roads, the Rivanna River, Pleasant Grove Park, and the Fluvanna Natural Heritage Trail.

**F. Reservation Of Rights.**

Except as expressly limited hereby, Grantor reserves the right to continue all manner of existing residential and agricultural use and enjoyment of the Property as documented in the Baseline Documentation Report including but not limited to the maintenance, repair, and restoration of existing fences and structures; the right to maintain existing driveways, roads, and paths with the use of same or similar surface materials (or improved materials if prior written approval of Grantee is obtained); the right to maintain existing utility lines, gardening and building walkways, steps, and garden fences; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Conservation Purpose and Open-Space Values and as limited in this conservation easement.

**3. INDUSTRIAL OR COMMERCIAL ACTIVITIES.**

**A. Definitions.**

Unless otherwise defined herein, the terms set forth in this Section 3 shall have the same meaning as set forth in the Fluvanna County Zoning Ordinance, as amended through July 6, 2016 (the "**Zoning Ordinance**"). Subsequent amendment of the ordinance, including any expansion of allowed uses thereunder, shall not increase the Permitted Uses in Section 3.B below if any such amendment would permit uses more

intrusive than the Permitted Uses or inconsistent with the Conservation Purpose or Open-Space Values of this Easement in the reasonable opinion of the Grantee.

**B. Permitted Uses.**

Residential and accessory uses are permitted. Subject to the restrictions applicable under then-applicable zoning and without expansion of the building restrictions set forth in Section II.2, civic, industrial, commercial, or other miscellaneous uses (including, without limitation, any activity for which Grantor receives monetary compensation) other than the following are prohibited:

- (i) Conservation Areas, Public Park and Recreational Areas (for passive recreational uses only), Hunt Club, and Hunting Preserve uses. Provided that Outdoor Recreational Facilities (including golf course uses) are specifically prohibited.
- (ii) Home Occupation, Non-Commercial Greenhouse, Private Kennel, Private Marina (subject to the provisions set forth in Section II.8), Bed and Breakfast, and Lodge uses.
- (iii) Camp and Campground uses, if such uses will not negatively impact the Open Space Values by interfering with the scenic, environmental, and watershed values of the Property, in the sole reasonable opinion of the Grantee.
- (iv) Agriculture, Silviculture, Horticulture, Agricultural Enterprises, Farm Sales, and accessory uses related thereto, if such uses will not negatively impact the Open Space Values in the sole reasonable opinion of the Grantee. Provided, however, that (a) animal race tracks, (b) animal slaughtering facilities, (c) industrial chicken or pork farming, and (d) livestock feed lots, (e) commercial sawmill, and (f) commercial livestock sale yards are specifically prohibited.
- (v) Temporary or seasonal Outdoor Gatherings that do not permanently alter the physical appearance of the Property and that do not diminish the Conservation Values herein protected, provided, activities involving 100 or more people shall not exceed two (2) consecutive days in any 90-day period without prior written approval of the Grantee.
- (vi) Uses that can be, and are, conducted wholly within the structures permitted in Section II.2 without material alteration of their external appearance.
- (vii) The sale of excess power generated incidentally in the operation of approved alternative energy structures and associated equipment primarily sized and constructed to serve only the energy needs of the Property, as permitted in Article II § 2.C above.
- (viii) activities to restore or enhance water quality, wetlands or streams or to restore, enhance or develop other ecosystem functions on the Property including, but

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not limited to nutrient offset trading bank, stream bank restoration, wetland and stream mitigation, biological carbon sequestration and biodiversity mitigation; provided that (a) such activities are not in conflict with the Open Space Values being protected herein and that written approval for the same shall have been obtained from Grantee, and (b) Grantee is not responsible for monitoring any such activities and has no obligation to enforce the provisions of any permit, restriction or easement therefor. Subject to Grantee's approval, Grantor is free to participate in same in Grantor's discretion and to retain any remuneration derived therefrom.

- (ix) Necessary Subordinate Uses related to the permitted uses under Section II.3(i) through (viii) this Easement are permitted subject to the other restrictions set forth in this Easement and which will not impair the Conservation Purposes of this Easement.
- (x) The parties acknowledge and agree that the above-referenced restrictions are intended to limit the commercial recreational use of the property to a *de minimis* level as defined from time to time under the I.R.C. and Treasury Regulations. Notwithstanding any other provision of this Deed of Easement, should the I.R.C. or Treasury regulations impose more stringent restrictions on *de minimis* commercial recreational uses than those set forth above, those more stringent restrictions shall apply.

**C. Approval**

Approval of any activity for which approval is required under this Section 3 shall be within the sole, but reasonable discretion of Grantee, and may be subject to such conditions as Grantee may reasonably impose in order to preserve the Open-Space Values protected herein. Grantee shall respond to requests for approval within thirty (30) days of receipt of the request and all necessary information to respond. Grantor and Grantee understand and agree that activities permissible under current or then existing zoning regulations applicable to the Property are not necessarily intended to be the standard for approval hereunder, it being acknowledged that the purpose and intent of this Deed of Easement is to restrict the use of the Property beyond the applicable zoning regulations in order to protect the Open-Space Values expressed and protected herein.

**4. MANAGEMENT OF FOREST.**

**A. Plan Required**

A forest stewardship plan prepared by a professional forester shall be provided to Grantee prior to any commercial timber harvesting or significant forest management activities. The primary purposes of the forest management plan shall be to maintain a working forest, improve wildlife habitat, maintain the health of the forest, protect water quality, and conserve soil and water. At least thirty (30) days before beginning any commercial timber harvesting, a timber sales contract, pre-harvest plan or other documentation of the

intended harvest shall be submitted to Grantee. Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any commercial forestry or land clearing activity is undertaken. Notwithstanding the foregoing, the following shall be permissible on the Property and shall not constitute commercial timber harvesting:

**B. Exception.**

Notwithstanding the foregoing, the following shall be permissible on the Property and shall not constitute commercial or industrial timber harvesting, but shall require the use of Best Management Practices as needed to protect water quality:

- (i) The cutting and minimal removal of trees for Grantor's domestic consumption;
- (ii) The cutting and removal of trees or brush in connection with the construction of permitted structures, roads, trails and fences and to accommodate other permitted activities under Article II §§ 2 and 3 (except forestry uses); and
- (iii) The cutting and removal of diseased or dead trees, or trees, which, were they not removed, would present a hazard to human health or safety.

**5. GRADING, BLASTING, AND MINING.**

Grading, blasting or earth removal shall not materially alter the topography of the Property except for dam construction to create private ponds, stream bank restoration and erosion control pursuant to a government permit, or as required in the construction of permitted buildings, structures, private roads, and utilities as permitted in Article II § (ii). Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in such construction. Generally accepted agricultural activities shall not constitute a material alteration. Surface mining, subsurface mining or drilling for oil or gas on the Property is prohibited. Notwithstanding the foregoing, the removal of surface rocks or boulders for agricultural purposes is permitted. In addition, any permitted conversion of forested property shall be governed by the following practices:

- (i) Clearing shall be done when the soil moisture content is such that soil structural damage or compaction is minimized.
- (ii) A 50-foot wide undisturbed area will be left between the area being cleared and all wetlands, water bodies and perennial streams except where greater riparian buffers are required herein.
- (iii) Temporary cover will be established as necessary to control sheet and rill and/or wind erosion on the cleared area until the planned land use is in place.
- (iv) The cleared area shall be left in a neat and sightly condition that will facilitate the planned use and treatment of the land.

(v) Clearing debris shall not be pushed into standing or green timber. Debris piles shall not be closer than 100 feet from adjacent woodland, buildings or roads.

**6. ACCUMULATION OF TRASH.**

Accumulation or dumping of trash, refuse, junk, or toxic materials is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products or agricultural byproducts on the Property.

**7. SIGNS.**

Display of billboards, signs, or other advertisements that are visible from outside the Property is not permitted on or over the Property except signs not exceeding nine square feet in size to:

- (i) state the name and/or address of the owners of the Property and the name of the farm;
- (ii) advertise the sale or lease of the Property;
- (iii) advertise the sale of goods or services produced incidentally to a permitted use of the Property or an event being held thereon;
- (iv) provide notice necessary for the protection of the Property;
- (v) give directions to visitors;
- (vi) recognize historic status or participation in a conservation program;
- (vii) advertise political candidates or parties, and
- (viii) to comply with the law or any regulatory requirements.

**8. RIPARIAN BUFFER**

To protect water quality of the Rivanna River (the "Protected Stream"), Grantee covenants and agrees that a one hundred foot (100') vegetated buffer strip shall be established and maintained along the Rivanna River and each edge of the Fishing Lake, ponds, and any wetlands or perennial streams as identified in the Baseline Documentation Report ( the "buffer area") as measured from the top of the river bank, stream bank or lake water line. There shall be no roads, impervious surfaces, buildings or other structures constructed, no grazing of livestock, no dumping, no storage of compost, manure, fertilizers, chemicals, machinery or equipment, and no cultivation or other earth disturbing activity conducted except as may be reasonably necessary for:

- (i) stream bank restoration and erosion control pursuant to a government permit;
- (ii) fencing along or within the buffer area;

- (iii) Provided the water-quality protection function of the buffer area is not impaired, removal of trees presenting a danger to persons or property and removal of diseased, dead or non-native invasive trees, shrubs or plants;
- (iv) creation and maintenance of foot or horse trails with unpaved surfaces;
- (v) limited mowing up to three times per year to control non-native invasive species or protect trees and other plants planted in the buffer area.
- (vi) clearing, grading for dam maintenance on the Fishing Lake.
- (vii) One small dock or access point for unmotorized boat access to Fishing Lake.
- (viii) one private or public small-craft boat launch site for recreational non-commercial public access to the Rivanna River may be constructed according to the requirements of the U.S. Army Corps of Engineers, Virginia Department of Environmental Quality, and the Virginia Marine Resource Commission with the approval of the size, location, and plans by the Grantee shall be obtained prior to commencement of construction to ensure the size, plans and location of the site do not adversely impact the Open Space Values of the Property.

**9. FARM CONSERVATION PLAN.**

As long as at least five acres of the Property are in agricultural production, the Property shall be managed in accordance with a written Farm Conservation Plan for this Property prepared by the Thomas Jefferson Soil and Water Conservation District, within six (6) months of the date hereof, which terms and conditions are incorporated herein by reference. The Farm Management Plan shall incorporate Best Management Practices for water quality protection, be approved by the Grantee, and shall, from time to time, be modified or amended by mutual agreement of the Grantor and Grantee, provided that said Farm Conservation Plan (or any modification or amendment thereof) shall not be inconsistent with or conflict, diminish, impair, or interfere with the Open-Space Values protected by this Deed of Easement.

**ARTICLE III – ENFORCEMENT**

**1. ENTRY/RIGHT OF INSPECTION.**

Grantor covenants and agrees that representatives or agents of Grantee may enter the Property from time to time for purposes of inspection and enforcement of the terms of this Easement after permission from, or reasonable notice to, the Grantor or the Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to prevent, terminate or mitigate a potential violation of these restrictions with notice to the Grantor or Grantor's representative being given at the earliest practicable time. Reasonable notice for non-emergencies shall be considered as not less than fifteen (15) days.

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**2. ENFORCEMENT.**

The parties agree that monetary damages would not be an adequate remedy for the breach of any terms, conditions and restrictions herein contained. Grantor hereby grants and conveys to Grantee the right to bring an action at law or in equity to enforce the Restrictions contained herein. This right specifically includes the right to require restoration of the Property to a condition of compliance with the terms of this Easement as existed on the date of the gift of the Easement, except to the extent such condition thereafter changed in a manner consistent with the Restrictions; to recover any damages arising from non-compliance, and to enjoin non-compliance by *ex parte* temporary or permanent injunction. If the court determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorney's fees, in addition to any other payments ordered by the court.

**3. NATURAL CAUSES**

Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage or change to the condition of the Property caused by fire, flood, storm, Act of God, governmental act or other cause outside of Grantor's control or any prudent action taken by Grantor to avoid, abate, prevent or mitigate damage or changes to the Property from such causes.

**4. FAILURE TO ENFORCE**

The failure of Grantee to enforce any term of this Easement shall not be deemed a waiver of the right to do so thereafter, nor discharge nor relieve Grantor from thereby complying with any such term. Furthermore, the Grantor hereby waives any defense of laches, estoppel, or prescription.

**ARTICLE IV – AMENDMENT**

**1. GRANTEE'S PROPERTY RIGHT.**

Grantor covenants and agrees that the donation of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction at the time of the gift bears to the value of the Property as a whole at that time.

**2. EXTINGUISHMENT, CONVERSION, DIVERSION.**

Grantor and Grantee covenant and agree that this Easement is perpetual and shall not be extinguished, and acknowledge that extinguishment of the Easement is not permitted by the Open-Space Land Act. Nevertheless, should any attempt be made to extinguish the Easement, any such extinguishment can be made only by judicial proceedings and only if such extinguishment also complies with Virginia Code Section 10.1-1704. In addition,



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no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 and the provisions of Section 170 of the Internal Revenue Code and the applicable Treasury Regulations. In any sale or exchange of the Property subsequent to an extinguishment, Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of the perpetual conservation restriction computed as set forth in Article IV § 1 above, but not to be less than the proportionate value that the perpetual conservation restriction at the time of the extinguishment bears to the then value of the Property as a whole. Grantee covenants and agrees to use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purpose of this easement and the Open-Space Land Act.

**3. AMENDMENT.**

Grantor and Grantee, or Grantee and the then owner of the Property, may amend or modify the Easement to strengthen its terms, increase protection of the Property's conservation value and natural resources, add to the restricted property, provided that no amendment shall be allowed which affects the Easement's perpetual duration or results in any financial benefit to the Grantor or the then property owner. No amendment or modification shall be effective unless documented in a notarized writing executed by Grantee and the then owner of the Property and recorded among the land records of the Fluvanna County, Virginia.

**ARTICLE V - DOCUMENTATION**

**1. DOCUMENTATION.**

Documentation retained in the office of Grantee including, but not limited to the Baseline Documentation Report, describes the condition and character of the Property at the time of the gift. The Documentation may be used to determine compliance with and enforcement of the terms of the Easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination. Grantor has made available to Grantee, prior to the donation, documentation sufficient to establish the condition of the Property at the time of the gift. The parties hereby acknowledge that the documentation supplied and contained in the files of Grantee is an accurate representation of the Property.

**ARTICLE VI - GENERAL PROVISIONS**

**1. TITLE.**

Grantor covenants and warrants that Grantor has good title to the Property, that Grantor has all right and authority to grant and convey this Easement and that the Property is free and clear of all encumbrances (except utility and access easements of record), including, but not limited to, any mortgages, judgments or other liens not subordinated to this Easement. The holders of all liens or other encumbrances arising from borrowing have subordinated their interests in the Property to the operation and effect of this Easement, by their execution hereof. Nothing herein shall prevent Grantor from obtaining, without

Grantee approval, future financing secured by all or part of the Property or improvements thereon at any time. Any such financing shall be subordinated to this Easement.

**2. ACCEPTANCE.**

Acceptance of this conveyance by Grantee is authorized by Virginia Code Section 10.1-1701.

**3. ASSIGNMENT BY GRANTEE.**

Grantee may transfer or convey this Easement only if Grantee conditions such transfer or conveyance on the requirements that;

- (i) All restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity; and
- (ii) The transferee agrees not to convert or divert the Property from open-space land uses except as permissible under Section 170 of the Internal Revenue Code, as amended, and under Section 10.1-1704 of the Open-Space Land Act; and
- (iii) The transferee then qualifies as an eligible donee as defined in Section 170(h)(3) of the Internal Revenue Code, as amended, and the applicable Treasury Regulations; and
- (iv) The transferee records among the land records where the Easement is recorded an assignment of the Easement and provides written notice of such assignment to the Grantor or the then current owner of the Property.

**4. NOTICES TO GRANTEE.**

Grantor shall notify Grantee in writing at, or prior to, closing on any inter vivos transfer or sale of the Property. Any notices, requests for approval or other communications to Grantee or any notices, responses to requests for approval or other communications to Grantor under any section of this Easement shall be in writing and sent to the following addresses or to such addresses as may hereafter be specified in writing:

Grantee:  
Board of Supervisors of Fluvanna County  
132 Main Street  
Palmyra, Virginia, 22963

Grantor:  
Attention: Thomas James Ross, II, Esq.  
Hotel Street Capital, LLC  
31 Garrett Street  
Warrenton, Virginia 20186

**5. INCLUSION OF TERMS IN SUBSEQUENT DEEDS.**

This Easement shall be referenced by deed book and page number, instrument number or other appropriate reference in any deed or other instrument conveying any interest in the Property.

**6. CONSTRUCTION.**

Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the forgoing, lawful acts or uses not expressly prohibited by this Easement are permitted on the Property. Grantor and Grantee intend that the grant of this Easement qualify as a "qualified conservation contribution" as that term is defined in Section 170(h)(1) of the Internal Revenue Code and Treasury Regulations §1.170A-14, and the restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution.

**7. INTERACTION WITH OTHER LAWS.**

This Easement does not permit any use of the Property which is otherwise prohibited by federal, state, or local law or regulation. Neither the property, nor any portion of it, shall be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage or open-space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to or counted towards development of any other property pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.

**8. ZONING ORDINANCE.**

Notwithstanding any other provision of this Easement, Grantee's Zoning Ordinance shall apply to the Property and shall take precedence over this Easement to the extent that the Zoning Ordinance regulations are more restrictive than the terms of this Easement.

**9. MERGER.**

Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

**10. TAX MATTERS.**

397 021

The parties hereto agree and understand that any value of this Easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in IRS regulations (see Section 1.170A-13(c)(5)), and that the appraisal is subject to review, audit and challenge by all appropriate tax authorities. The Grantee makes no express or implied warranties that any tax benefits will be available to Grantor from donation of this Easement, or that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement.

**11. WARRANTIES.**

THE COUNTY OF FLUVANNA AND ANY CO-HOLDER MAKE NO EXPRESS OR IMPLIED WARRANTIES REGARDING WHETHER ANY TAX BENEFITS WILL BE AVAILABLE TO GRANTOR FROM THE DONATION OR ANY PARTIAL DONATION OF THIS EASEMENT, NOR WHETHER ANY SUCH TAX BENEFITS MIGHT BE TRANSFERABLE, NOR WHETHER THERE WILL BE ANY MARKET FOR ANY TAX BENEFITS WHICH MIGHT BE TRANSFERABLE, NOR WHETHER THIS DEED OR ANY OTHER FORM OR DOCUMENTATION PREPARED BY THE COUNTY WILL SATISFY ANY STATE OR FEDERAL REQUIREMENT, LAW OR REGULATION RELATED TO TAX CREDITS OR DEDUCTIONS FOR THE DONATION OR PARTIAL DONATION OF THIS EASEMENT.

**12. RIGHT TO DESIGNATE EASEMENT CO-HOLDER.**

Grantee shall have the right, in its sole discretion, now and at any time in the future, to transfer part or all interest it has under this Easement to a public body as the same is defined in Section 10.1-1700 of the Open-Space Land Act. Such transfer shall not require the consent of the Grantor or any trustee under a deed of trust which has been subordinated to this Easement, but shall be subject to the conditions and requirements of subsection 3 of this section (Assignment by Grantee).

**13. SEVERABILITY.**

If any provision of this deed or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement shall not be affected thereby.

**14. ENTIRE AGREEMENT.**

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement.

**15. CONTROLLING LAW.**

The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia.

**16. RECORDING AND EFFECTIVE DATE.**

This Easement shall be effective when recorded in the land records office of the Circuit Court of Fluvanna County, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.

**17. SUCCESSORS IN INTEREST.**

This Easement, its grant, and its Terms and Conditions, shall be binding upon, and inure to the benefit of, the parties hereto and their respective agents, personal representatives, heirs, successors, and assigns (herein "Successors in Interest") and shall continue as a servitude running in perpetuity with the Property.

**18. VESTING OF CONSERVATION EASEMENT.**

Should the Grantee, including any of its Successors in Interest, cease to exist, or not qualify as a "qualified organization" under section 170(h) of the Revenue Code (or any successor provision then applicable) or otherwise cease to be eligible to hold this Conservation Easement directly under the laws of the Commonwealth of Virginia, unless the Conservation Easement has been assigned prior to cessation to another holder qualified according to the provisions of the laws of the Commonwealth of Virginia and the provisions of Section Article VI § 3 above, this Easement and all rights of enforcement shall vest in the Virginia Outdoors Foundation. If the qualifying holding entity or the successors or assigns thereof, or the Virginia Outdoors Foundation, should cease to exist, or should not qualify as a "qualified organization" under section 170(h) of the Revenue Code (or any successor provision then applicable) or should otherwise cease to be eligible to receive this Easement directly under the laws of the Commonwealth of Virginia, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement.

**19. APPLICABLE LAW.**

This Conservation Easement shall be interpreted under the laws of the Commonwealth of Virginia.

**20. COUNTERPARTS.**

This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement.

097 023

**21. SUBORDINATION OF DEED OF TRUST.**

Lender is the secured party under a certain Deed of Trust to Gloria J. Bowman and Jeffrey A. Sisson, the Original Trustees, dated March 20, 2012 and recorded in the Clerk's Office of the Circuit Court of the County of Fluvanna, Virginia in Deed Book 859 at Page 631 (the "Deed of Trust"), which subjects the Property to the Lender's lien. The Original Trustees were substituted with Gloria J. Bowman and Edna T. Brannan, Trustees, either of whom may act, by a certain Deed of Appointment of Substitute Trustee recorded immediately prior hereto. The Lender hereby consents to the terms, conditions, restrictions and intent of this Easement, and agrees that the lien represented by said Deed of Trust shall be held subject to said terms, conditions, restrictions and intent of this Easement and joins in this Deed to reflect its direction to the Trustees to execute this Easement to give effect to the subordination of such Deed of Trust to this Easement.

WITNESS the following signatures and seals.

[COUNTERPART SIGNATURE PAGES ATTACHED]

397 024

[Counterpart signature page 1 of 4]

HOTEL STREET CAPITAL, LLC

By: [Signature] (SEAL)  
Print Name: Thomas James Ross  
Title: MANAGER of Greyhound & Co., LLC  
manager

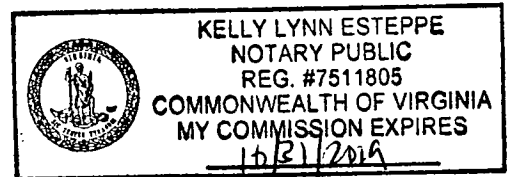
COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF Fauquier, TO WIT:

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2017, by Thomas James Ross as Manager of Hotel Street Capital, LLC.

[Signature] (SEAL)  
Notary Public

My commission expires: 10/31/2019  
Registration #: 7511805



097 025

[Counterpart signature page 2 of 4]

Accepted:

BOARD OF SUPERVISORS OF FLUVANNA COUNTY, VIRGINIA  
A body corporate and politic

By: [Signature]  
Print Name: Steven M. Nichols  
Title: County Administrator  
Fluvanna County

*Approved as to form  
Gwendolyn H. [Signature]  
County Attorney*

COMMONWEALTH OF VIRGINIA,  
COUNTY OF FLUVANNA, TO WIT:

I, Kelly Belanger Harris, a Notary Public for the Commonwealth aforesaid, hereby certify that Steven M. Nichols, as County Administrator, personally appeared before me this day and acknowledged the foregoing instrument on behalf of the Board of Supervisors of Fluvanna County, Virginia.

WITNESS my hand and official seal this 12 day of October, 2017.

[Signature]  
Notary Public

My commission expires: 8/31/2018 (SEAL)





[Counterpart signature page 3 of 4] 0997 0026

THE FAUQUIER BANK

By: Stephanie Paladeau (SEAL)  
Name: STEPHANIE J PALADEAU  
Its: VICE PRESIDENT

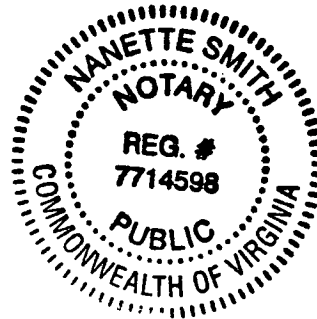
COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF Fauquier, TO WIT:

I, Nanette Smith, a Notary Public for the Commonwealth  
aforesaid, hereby certify that Stephanie Paladeau VP of THE  
FAUQUIER BANK personally appeared before me this day and acknowledged the  
foregoing instrument.

WITNESS my hand and official seal this 12<sup>th</sup> day of September, 2017.

Nanette Smith [SEAL]  
Notary Public

My Commission Expires: 03-31-2021



[Counterpart signature page 4 of 4]

EITHER:

\_\_\_\_\_(SEAL)  
EDNA T. BRANNAN, Trustee


OR:

  
\_\_\_\_\_(SEAL)  
GLORIA J. BOWMAN, Trustee

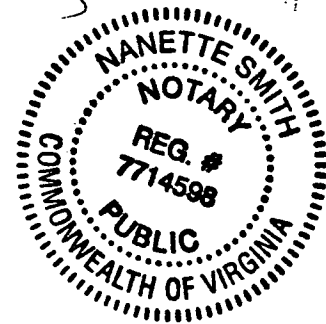
COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF Fauquier, TO WIT:

I, Nanette Smith, a Notary Public for the Commonwealth  
aforesaid, hereby certify that Gloria Bowman, as Trustee, for The Fauquier  
Bank personally appeared before me this day and acknowledged the foregoing  
instrument.

WITNESS my hand and official seal this 12<sup>th</sup> day of September, 2017.

  
\_\_\_\_\_[SEAL]  
Notary Public

My Commission Expires: 03/31/2021



0997 0028

**EXHIBIT A**

**Legal Description**

**TAX MAP: 19-A-39C:**

ALL THAT CERTAIN tract or parcel of land, lying and being situate in the Palmyra Magisterial District of Fluvanna County, Virginia, consisting of 10.000 acres, more or less, by survey, and identified as Lot B and shown by metes and bounds on plat of survey by Lum's Land Surveys, Inc., dated December 15, 2006, revised February 1, 2007, revised March 6, 2007, revised October 9, 2007, and revised November 29, 2007, and recorded in the Clerk's Office of the Circuit Court of said county in Deed Book 764, page 784, together with a perpetual non-exclusive easement of right of way, fifty feet in width providing ingress and egress for Grantor, its licensees, permittees and invitees, to and from the above identified 10.00 acres, from and to Virginia Route 644 (Friendship Road), centered on the centerline of the private road, known as Friendship Way, as shown on the above-identified plat of survey.

AND BEING the same property acquired by Grantor and Warrenton Investments, Inc. as tenants in common by deed in lieu of foreclosure dated December 22, 2011 recorded in Deed Book 859 at Page 631, and by Grantor as its sole property in Deed dated June 21, 2017 from Warrenton Investments, Inc. recorded in Deed Book 989 at Page 563 among the aforesaid land records.

**Tax Map Ref: 30-A-110:**

ALL THAT CERTAIN tract or parcel of land, lying and being situate in the Palmyra Magisterial District of Fluvanna county, Virginia, consisting of 220.56 acres, more or less, and identified as Area X, Area Y, Area Z and TMP 30-A-110 and shown by metes and bounds on plat of survey by Dominion Development Resources, dated June 24, 2008, last revised August 7, 2008, entitled "PLAT SHOWING BOUNDARY ADJUSTMENT FOR TAX MAP 19, SECTION A, PARCELS 38 & 39 AND TAX MAP 30, SECTION A, PARCEL 110 RIVANNA WOODS GOLF CLUB, LP", a copy of which is recorded in Plat Book 2, Page 351, and to which plat reference is hereby made.

AREA X BEING a portion of the property conveyed to Friendship Camp, Incorporated, by Deed from William C. Pettit, III, single, and Virginia Davis Pettit, widow, dated June 19, 1991, and recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia in Deed Book 223, Page 217.

ALSO BEING the same property conveyed to Friendship Camp, Incorporated by Deed from Barbara Witcher, dated June 6, 2008, and recorded June 18, 2008, in the aforesaid Clerk's Office, in Deed Book 768, Page 951.

AND BEING the same properties acquired by Grantor herein by deed in lieu of foreclosure dated December 22, 2011 recorded in Deed Book 859 at Page 634.

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0029

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INSTRUMENT 170  
RECORDED IN THE CLERK'S OFFICE OF  
FLUVANNA COUNTY CIRCUIT COURT ON  
October 13, 2017 AT 01:12 PM  
TRISTANA P. TREADWAY , CLERK  
RECORDED BY: ALF

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

**TAB L**

<b>MEETING DATE:</b>	August 21, 2024				
<b>AGENDA TITLE:</b>	Zion 3 Notch, LLC Development Agreement				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a Resolution Authorizing the Revised Development Agreement Between Fluvanna County, the Economic Development Authority of Fluvanna County, and Zion 3 Notch LLC, and authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>	D1	
	X				
<b>AGENDA CATEGORY:</b>	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Dan Whitten, County Attorney Jennifer Schmack, Director of Economic Development				
<b>PRESENTER(S):</b>	Dan Whitten, County Attorney Jennifer Schmack, Director of Economic Development				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	This revised Development Agreement provides additional clarification for the project.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Development Agreement</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X				X





**BOARD OF SUPERVISORS**  
County of Fluvanna  
Palmyra, Virginia

**RESOLUTION No. 36-2024**

**A RESOLUTION AUTHORIZING THE REVISED DEVELOPMENT AGREEMENT BETWEEN FLUVANNA COUNTY, THE ECONOMIC DEVELOPMENT AUTHORITY OF FLUVANNA COUNTY AND ZION 3 NOTCH LLC**

**WHEREAS**, the development agreement (“Development Agreement”) is among Fluvanna County (“County”), the Economic Development Authority of Fluvanna County (“EDA”) and Zion 3 Notch LLC; and

**WHEREAS**, on November 1, 2023, the Fluvanna County Board of Supervisors authorized a grant (“Grant”) of up to One Hundred and Twenty-five Thousand Dollars (\$125,000) after Zion 3 Notch LLC completes construction of a sewer line improvement project; and

**WHEREAS**, the County, the EDA and Zion 3 Notch LLC desire to execute a revised Development Agreement that will offer an additional grant (“Grant”) of One Hundred and Twenty-five Thousand Dollars (\$125,000) for a total of Two Hundred and Fifty Thousand Dollars (\$250,000) after Zion 3 Notch LLC completes construction of a sewer line improvement project; and

**WHEREAS**, Zion 3 Notch LLC will purchase, improve, equip, and operate a convenience store (“Convenience Store”) located on James Madison Highway in Zion Crossroads, Virginia, thereby making a significant capital investment, and creating and maintaining a significant number of new jobs; and

**WHEREAS**, the stimulation of the additional tax revenue and economic activity to be generated by the construction of the Convenience Store constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the Grant.

**NOW, THEREFORE, BE IT RESOLVED**, that the Fluvanna County Board of Supervisors accepts the Development Agreement and that the County Administrator is directed to execute the Development Agreement subject to approval as to form by the County Attorney.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 21st day of August 2024:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Chris Fairchild, Cunningham District						
John M. Sheridan, Columbia District						
Mike Goad, Fork Union District						
Timothy Hodge, Palmyra District						
Anthony P. O’Brien, Rivanna District						

Attest:

\_\_\_\_\_  
Christopher S. Fairchild, Chair  
Fluvanna County Board of Supervisors





**DEVELOPMENT AGREEMENT**

This **DEVELOPMENT AGREEMENT** (“Agreement”) made and entered this \_\_\_\_ day of \_\_\_\_\_, 2024, by and among the **COUNTY OF FLUVANNA, VIRGINIA** (the “Locality”) a political subdivision of the Commonwealth of Virginia, **ZION 3 NOTCH LLC** (the “Company”), a Delaware limited liability company, and the **ECONOMIC DEVELOPMENT AUTHORITY OF FLUVANNA COUNTY, VIRGINIA** (the “Authority”), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality, Company and Authority entered into a development agreement on November 27, 2023 for a grant of up to One Hundred and Twenty-five Thousand Dollars (\$125,000) after completing construction of the sewer line improvement project (“Project”)

WHEREAS, the Company qualifies for an additional development agreement grant of One Hundred and Twenty-five Thousand Dollars (\$125,000) for a total of Two Hundred and Fifty Thousand Dollars (\$250,000) (“Grant”) after completing construction of the Project outlined below for the purpose of inducing the Company to purchase, improve, equip, and operate a convenience store (“Convenience Store”) located on James Madison Highway in Zions Crossroads, Virginia, thereby making a significant capital investment, and creating and maintaining a significant number of new jobs; and

WHEREAS, the Locality is willing to provide the additional funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company meets certain criteria outlined below relating to completing the Project; and

WHEREAS, the Locality, the Authority and the Company desire to set forth their understanding and agreement as to the payout of the Grant, the use of the Grant, and the obligations of the Company regarding the completion of the Project; and

WHEREAS, the Company will purchase real property and construct the Convenience Store in Fluvanna County, Virginia; and

WHEREAS, the expansion, improvement, equipping, and operation of the Convenience Store will entail a capital expenditure by or on behalf of the Company of approximately \$3,350,000; and

WHEREAS, the expansion, improvement, equipping, and operation of the Convenience Store will further entail the creation and maintenance of 50 new jobs at the Convenience Store and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the construction of the Convenience Store constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the Grant.

WHEREAS, the terms and conditions of this Agreement supersede the terms and conditions of the agreement fully executed on November 27, 2023 between the Locality, Company and Authority.

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

**Section 1. Recitations.**

The foregoing recitations are incorporated herein by reference as material terms of the Agreement.

**Section 2. Definitions.**

For the purposes of this Agreement, the following terms shall have the following definitions:

“Performance Date” means December 31, 2025. If the Locality, in consultation with the Authority, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Target (as hereinafter defined), the Company may request an extension of the Performance Date by up to 12 months. Any extension of the Performance Date shall require the prior approval of the Locality and the Authority. If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority and the Company and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

“Project” means the construction of a gravity sewer line in accordance with the specifications and plans as shown in Exhibit 1, attached hereto.

“Target” means the Company’s obligations to (i) complete construction of the Project, as of the Performance Date.

**Section 2. Grant.**

The Company will be eligible for a Grant of Two Hundred and Fifty Thousand Dollars (\$250,000).

**Section 3. Target.**

(a) *Target:* The Company will complete construction of the Project, as of the Performance Date subject to inspection by the County and its representatives.

**Section 4. Disbursement of Grant.**

(a) *Disbursement of the Grant:* The disbursement of the Grant to the Company will serve as an inducement to the Company to complete construction of the Project. The Grant shall be retained by the Locality and shall be disbursed in one payment as follows:

The Company will provide notice and evidence reasonably satisfactory to the Locality and the Authority that it completed construction of the Project. Such evidence will be subject to verification and inspection by the Locality and its representatives. Within 30 days of the acceptance of the gravity sewer line into the County's system, the Locality will disburse the Grant to the Authority. Within 30 days of its receipt of the Grant, the Authority will disburse the Grant to the Company.

(b) The Company agrees that should the requirements of Section 4 of this Agreement not be met by the Performance Date, the Grant shall not be awarded.

**Section 5. Company Reporting.**

(a) *Progress Reporting:* The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the Locality and the Authority of the Company's progress on the Target. Such progress reports will be provided quarterly, starting on October 1, 2024, and covering the period through the prior quarter. Further, the Company shall provide such progress reports at such other times as the Locality or the Authority may reasonably require.

(b) *Financial Reporting:* The Company shall provide financial reporting on a quarterly basis, starting on October 1, 2024, and covering the period through the prior quarter. The report shall show the current financial expenditures on the Project.

(c) *Final Report:* The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the Locality and the Authority of the Company's achievement of the Target. The final report may be submitted after the Performance Date, but no later than June 30, 2026.

**Section 6. Notices.**

Formal notices and communications between the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day

following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

Zion 3 Notch LLC  
1401 Broad Street  
Clifton, New Jersey 07013

if to the Locality, to:

County Administrator  
County of Fluvanna  
P.O. Box 540  
Palmyra, Virginia 22963  
Facsimile: (434) 591-1913

with a copy to:

County Attorney  
County of Fluvanna  
P.O. Box 540  
Palmyra, Virginia  
Facsimile: (434) 591-1913

if to the Authority, to:

Economic Development Director  
Economic Development Authority of the  
County of Fluvanna, Virginia  
P.O. Box 540  
Palmyra, Virginia 22963  
Facsimile: (434) 591-1913

**Section 7. Miscellaneous.**

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality and the Authority.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Fluvanna, and such litigation shall be brought only in such court.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(d) *Assignment*: The Company shall not assign its rights and duties under this Agreement without the prior written consent of the County and the Authority.

(e) *Authority*: The undersigned representative of the Company represents and warrants he/she is authorized to execute this Agreement on behalf of the Company and that the execution and delivery of this Agreement has been duly authorized by all appropriate and necessary action.

(f) *No Waiver*: The failure of any party to insist upon strict performance of any obligation in this Agreement shall not constitute a waiver of said party's right to demand strict performance therewith in the future.

(g) *Attorney's Fees*: Attorney's fees shall be paid by the party incurring such fees.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

**COUNTY OF FLUVANNA, VIRGINIA**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dan Whitten,  
County Attorney

**ECONOMIC DEVELOPMENT  
AUTHORITY OF THE COUNTY OF  
FLUVANNA, VIRGINIA**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ZION 3 NOTCH LLC**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# Capital Reserve Maintenance Fund Request

TAB M

**MOTION:** I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$9,850.00** for the purpose(s) of: installing a replacement drive on a chiller's circulation pump at FCHS.

### Section 1 - REQUEST

Requesting Department/Agency <b>FCPS</b>	Dept/Agency Contact <b>Don Stribling</b>	Date of Request <b>08/08/2024</b>
Phone <b>(434) 589-5948</b>	Fax <b>(434) 589-5393</b>	Fiscal Year <b>FY25</b>

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

Description of Project/Repair	Qty	Unit Price	Total Price
<b>DAIKIN Applied Americas</b>	1	\$9,850.00	\$9,850.00
			\$0.00
			\$0.00
			\$0.00

Total Request: **\$9,850.00**

Description and justification for proposed use.

**Installing a replacement drive on a chiller's circulation pump at FCHS.**

Department/Agency Head Name <b>Don Stribling</b>	Signature <b>Don Stribling</b> <small>Digitally signed by Don Stribling DN: cn=Don Stribling, c=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2018.08.21 13:12:45 -04'00'</small>	Date <b>08/08/2024</b>
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### Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director <b>Tori Melton</b> <small>Digitally signed by Tori Melton Date: 2024.08.14 17:06:23 -04'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator <b>Eric Dahl</b> <small>Digitally signed by Eric Dahl Date: 2024.08.14 17:10:43 -04'00'</small>	Date

### Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB N**

<b>MEETING DATE:</b>	August 21, 2024				
<b>AGENDA TITLE:</b>	Voting District Name Change				
<b>MOTION(s):</b>	N/A				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, list goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					<b>X</b>
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Joyce Pace, Director of Elections/General Registrar recommended that if the Board of Supervisors wanted to make any changes, to delay any proposed changes until after the November 2024 Presidential General Election.				
<b>TIMING:</b>	Normal				
<b>DISCUSSION:</b>	<p>The Palmyra District, as redrawn following 2020 Census and Redistricting, is no longer located near the village of Palmyra. It was previously discussed whether or not to change this district name or others.</p> <p>Polling place changes cannot occur within 60 days of a general election unless there is an emergency (VA Code 24.2-306). This section does not apply to primary elections, but it is important to be mindful of the timing of any primary elections. Early voting begins 45 days prior to a primary election or general election.</p> <p>Additionally, there is still an approval process (either by public hearing or submitting a certificate of no objection). If there are any changes, pertinent information needs to be uploaded to the Department of Elections to review. VA Code 24.2-129. Covered practices; actions required prior to enactment or administration covers the requirements for preclearance/permanent changes.</p> <p>Notice of changes must be mailed no later than 15 days prior to election.</p> <p>If the BOS decides to move forward with changes, some decisions required are:</p> <ul style="list-style-type: none"> <li>• Which district name to change? Palmyra only or all district names change?</li> <li>• If a name is selected to change, what is the new name of the district(s)?</li> </ul>				
<b>FISCAL IMPACT:</b>	<p>Costs vary according to the number of district names changed.</p> <p># of Registered Active Voters per District (as of August 15, 2024):</p> <ul style="list-style-type: none"> <li>• Palmyra: 4,008</li> </ul>				

	<ul style="list-style-type: none"> <li>• Columbia: 3,894</li> <li>• Fork Union: 4,114</li> <li>• Cunningham: 4,022</li> <li>• Rivanna: 4,499</li> </ul> <p>Below outlines the cost estimates:</p> <ul style="list-style-type: none"> <li>• Postage: \$.69/letter (effective July 14, 2024)                             <ul style="list-style-type: none"> <li>○ (\$2,766 Palmyra District only; \$14,171 for all districts)</li> </ul> </li> <li>• Envelopes, paper, and outsourced or staff costs for the actual printing, processing and mailings: TBD</li> <li>• Legal ad (for public hearing): \$154 x 2</li> <li>• Publication in newspaper of notice of change: \$154 x 2</li> <li>• I would estimate ~\$3,400 - \$4,000 cost per district name change or ~\$17,000 - \$20,000 for all districts.</li> </ul>				
<b>POLICY IMPACT:</b>	Update to County Code; requires a public hearing				
<b>LEGISLATIVE HISTORY:</b>	<ul style="list-style-type: none"> <li>• Redistricting Ordinance adopted Dec 15, 2021</li> <li>• At the January 3, 2024 Board of Supervisors Meeting, the Board asked staff to bring this item back for discussion at the August 21, 2024 meeting.</li> </ul>				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Voter Registration Counts by District</li> <li>• Virginia Code §24.2-306 Changes not to be enacted within 60 days of general election; notice requirements</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>				<b>X</b>

Code of Virginia

Title 24.2. Elections

Chapter 3. Election Districts, Precincts, and Polling Places

Article 3. Requirements for Election Districts, Precincts, and Polling Places

## § 24.2-306. Changes not to be enacted within 60 days of general election; notice requirements

A. No change in any local election district, precinct, or polling place shall be enacted within 60 days next preceding any general election. In addition to the requirements set forth in § 24.2-129, notice shall be published prior to enactment in a newspaper having general circulation in the election district or precinct once a week for two successive weeks. The published notice shall state where descriptions and maps of proposed boundary and polling place changes may be inspected.

B. Notice of any adopted change in any election district, town, precinct, or polling place other than in the location of the office of the general registrar shall be mailed to all registered voters whose election district, town, precinct, or polling place is changed at least 15 days prior to the next general, special, or primary election in which the voters will be voting in the changed election district, town, precinct, or polling place. Notice of a change in the location of the office of the general registrar shall be given by posting on the official website of the county or city, by posting at not less than 10 public places, or by publication once in a newspaper of general circulation in the county or city within not more than 21 days in advance of the change or within seven days following the change.

C. Each county, city, and town shall comply with the applicable requirements of law, including §§ 24.2-304.3 and 30-395, and send copies of enacted changes, including a Geographic Information System (GIS) map showing the new boundaries of the districts or precincts, to the local electoral board, the Department, and the Division of Legislative Services. Any county, city, or town that does not have GIS capabilities may request the Department of Elections to create on its behalf a GIS map showing the boundaries of the new districts or precincts, and the Department of Elections shall create such a map.

Code 1950, §§ 24-49 through 24-51; 1970, c. 462, § 24.1-39; 1971, Ex. Sess., c. 119; 1993, c. 641; 1995, c. 249; 2003, c. 1015; 2004, c. 1000; 2012, cc. 328, 486; 2019, cc. 777, 778; 2020, Sp. Sess. I, c. 56; 2021, Sp. Sess. I, cc. 528, 533.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.



**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF ELECTIONS  
Registrant Counts By Locality  
Voters registered as of 8/15/2024**

**Locality: 065 FLUVANNA COUNTY**

<b>Precinct No.</b>	<b>Precinct Name</b>	<b>Active</b>	<b>Inactive</b>	<b>All</b>	<b>Military</b>	<b>Overseas</b>	<b>Federal</b>		
0101	101 - PALMYRA	4,008	197	4,205	46	14	4		
0201	201 - COLUMBIA	3,894	151	4,045	24	10	5		
0301	301 - FORK UNION	4,114	205	4,319	38	5	3		
0401	401 - CUNNINGHAM	4,022	187	4,209	48	12			
0501	501 - RIVANNA	4,499	236	4,735	57	16	5		
<b># of Precincts in the Locality:</b>		<b>5</b>	<b># of Voters:</b>	<b>20,537</b>	<b>976</b>	<b>21,513</b>	<b>213</b>	<b>57</b>	<b>17</b>

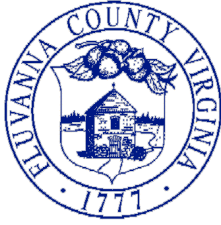




**FLUVANNA COUNTY BOARD OF SUPERVISORS  
MEETING PACKAGE ATTACHMENTS**

Incl?	Item
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input type="checkbox"/>	Building Inspections Report
<input checked="" type="checkbox"/>	Capital Reserve Balances Memo
<input type="checkbox"/>	Fluvanna County Bank Balance and Investment Report
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input type="checkbox"/>	VDOT Monthly Report & 2020 Resurfacing List
<input type="checkbox"/>	ARPA Fund Balance Memo
<input checked="" type="checkbox"/>	The Board of Supervisors Two Year Plan





# COUNTY OF FLUVANNA

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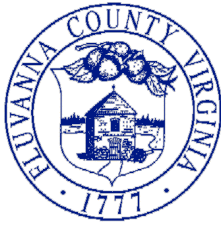
## MEMORANDUM

**Date:** August 21, 2024  
**From:** Theresa McAllister – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY24 BOS Contingency Balance

The FY24 BOS Contingency line balance is as follows:

<b>Beginning Original Budget:</b>	<b>\$146,615</b>
Less: Consulting Services Agreement with B.W. Murray, Inc. – Registrar – BOS Approval 07.05.23	-\$20,000
Less: Agreement with VDOT regarding "Watch for Children" signs – Public Works - BOS Approval 09.20.23	-850
Less: Annual Card Terminal Fees – Information Technology – BOS Approval 10.04.23	-2,736
Less: Additional Funding for Car 1 & Car 30 – BOS Approval 02.21.24	-29,982
Less: Reassessment Budget Transfer – 08.07.24	-49,284.47
<b>Available:</b>	<b>\$43,762.53</b>





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## MEMORANDUM

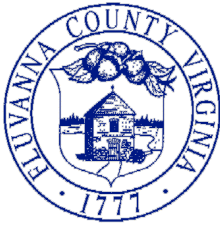
**Date:** August 21, 2024  
**From:** Theresa McAllister – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY25 BOS Contingency Balance

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The FY25 BOS Contingency line balance is as follows:

<b>Beginning Original Budget:</b>	<b>\$248,824</b>
Less: Position Upgrades for COR’s Office – 07.03.24	-\$19,721
Less: TJPDC Spring Regional Housing Summit – 07.03.24	-\$2,500
Less: BOS Leadership Retreat – 07.03.24	-\$4,500
Less: Position Upgrade from EMS Supervisor to Director – 07.03.24	-\$22,670
Less: Command Structure in Emergency Services – 07.03.24	-\$22,025
Reassessment Budget Transfer – 08.07.24	\$49,284.47
<b>Available:</b>	<b>\$226,692.47</b>





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## MEMORANDUM

**Date:** August 21, 2024  
**From:** Theresa McAllister – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY24 Capital Reserve Balances

The FY24 Capital Reserve account balances are as follows:

### County Capital Reserve:

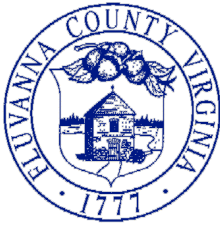
FY23 Carryover	\$540,981.86
<b>FY24 Budget Allocation:</b>	<b>\$250,000</b>
Add: Closed CRM Projects 07.24.23	6,477.05
Add: Closed CRM Projects 08.21.23	3,769.97
Less: Lower Court Clerk’s Office Mold Remediation. 11.01.23	-37,079
Less: Replace Turbo Assembly and minor repairs to Ambulance 49. 12.06.23	-6,198.36
Less: Commonwealth Attorney’s Office Restoration. 12.20.23	-78,504
Less: Fluvanna County Attorney’s Office Restoration. 12.20.23	-180,720
Less: Registrar Office Server. 02.21.24	-5,437.19
Less: Kent Store Firehouse Water Mitigation and Restoration. 03.06.24	-22,294.10
Less: Carysbrook Scoreboard Electricity. 03.06.24	-4,700
Less: Pleasant Grove Stage. 03.06.24	-2,450
Less: Upgrade Existing Camera System in Treasurer/COR Building. 04.17.24	-16,445
Less: Engine and Transmission Replacement in Ambulance 49. 06.05.24	-40,081.86
Add: Closed CRM Projects 06.07.24	1,457.44
Add: Closed CRM Projects 06.12.24	44,826.29
Add: Closed CRM Projects 06.24.24	13,090

Add: VACORP Reimbursement CH Clog Roof Drain 05.15.24	23,166.21
Add: VACORP Reimbursement KSFD Clogged Toilet 05.15.24	18,399.85
<b>FY24 Available:</b>	<b>\$508,259.16</b>

### Schools Capital Reserve:

FY23 Carryover	\$296,395.57
<b>FY24 Budget Allocation:</b>	<b>\$200,000</b>
Less: Repair and updating equip at FMS due to vandalism, duplicate entries	-38,498.27
Add: Closed CRM Projects 07.24.23	365.93
Add: Closed CRM Projects 08.21.23	3,071
Add: Closed CRM Project 08.21.23	1,095.92
Less: Quality CCTV Systems Abrams Academy. 09.06.23	-11,800
Less: Bluebird Buses. 09.06.23	-9,994.74
Less: Central Elementary Capital and Budget Electric. 09.20.23	-5,785
Less: HAVTECH at FCHS. 09.20.23	-12,861.39
Less: Replace Transceiver and Supply Boards. 01.17.24	-10,570.82
Less: VPS Recreation. 01.17.24	-46,675
Less: Replace Pump and Motor at Pleasant Grove. 01.17.24	-7,864.81
Less: Carysbrook Elementary Playground. 02.21.24	-9,620
Less: Central Elementary new doors. 02.21.24	-21,065
Less FCHS Chiller. 02.21.24	-11,880
Add: Closed CRM Project 04.17.24	1,168.54
Less: Replace & Install (2) new doors at CE. 05.01.24	-14,044





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# COUNTY OF FLUVANNA

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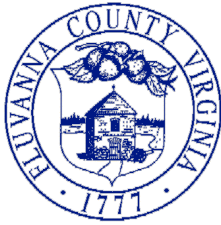
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Less: Labor to Replace (3) Chiller Motors at CE. 05.15.24	-4,385.06
Less: FCHS Generator Repairs. 05.15.24	-5,070.47
Less: FMS Chiller. 05.15.24	-5,146.83
Less: Transmission Replacement 2016 Ford Fusion. 05.15.24	-6,688.10
Less: Replacing Hot Water Heater at FMS. 06.05.24	-9,094.12
Less: Repairing Damage to FMS GYM Floor. 06.05.24	-39,497
Less: Installation of CAT 6 Cable and Vape Detectors at FMS/FCHS. 06.05.24	-52,879
Add: Closed CRM Project 06.25.24	27,637.88
Add: Refund of Overpayment on FMS Vandalism	266.12
Add: VACORP Insurance Claim Reimbursement FMS Gym Floor – 08.07.24	30,464.20
<b>FY24 Available:</b>	<b>\$237,045.55</b>





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## MEMORANDUM

**Date:** August 21, 2024  
**From:** Theresa McAllister – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY25 Capital Reserve Balances

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The FY25 Capital Reserve account balances are as follows:

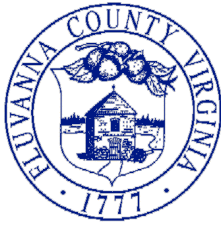
### County Capital Reserve:

FY24 Carryover	\$508,259.16
<b>FY25 Budget Allocation:</b>	<b>\$250,000</b>
Less: Run New Fiber to the Rescue Squad on Rescue Lane – 08.07.24	-\$10,410
<b>FY25 Available:</b>	<b>\$747,849.16</b>

### Schools Capital Reserve:

FY24 Carryover	\$237,045.55
<b>FY25 Budget Allocation:</b>	<b>\$200,000</b>
Less: FMS HVAC Unit Replacement & Installation – 07.03.24	-\$39,566
Less: FMS Bat Elimination – 08.07.24	-\$30,000
Less: School's Asphalt Patching (FCHS, CB, & CE) – 08.07.24	-\$9,759
<b>FY25 Available:</b>	<b>\$357,720.55</b>





# COUNTY OF FLUVANNA

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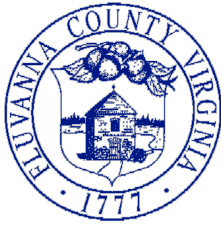
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## MEMORANDUM

**Date:** August 21, 2024  
**From:** Theresa McAllister– Management Analyst  
**To:** Board of Supervisors  
**Subject:** Unassigned Fund Balance

<b>FY23 Year End Audited Total Unassigned Fund Balance:</b>	<b>\$26,584,082</b>
<b>Unassigned Fund Balance – 12% Target Per Policy:</b>	\$11,198,981
<b>Unassigned Fund Balance – Excess Above Policy Target:</b>	\$15,385,101
Less: Jaunt Increase – 07.01.23	-\$10,950
Less: Palmyra Village Streetscape Project – 08.02.23	-\$118,169
Less: School Carryover Request – 12.06.23	-\$488,891.92
Less: FY23 Carryover Request – 12.06.23	-\$236,378.83
Less: EMS for an Ambulance Purchase - 01.17.24	-\$184,093
Less: Live Fire Training Structure – 02.07.24	-\$550,000
Less: CVEC Broadband Local Taxes Grant – 04.03.24	-\$500,000
Less: VDOC Fluvanna Women’s Correctional Center WWTP – 06.20.24	-\$84,215
Less: Engineer Report for Pleasant Grove WTR & SWR Expansion 06.20.24	-\$39,685
Less: FY25 Adopted CIP – 04.17.24	-\$5,612,856
<b>Current Unassigned Fund Balance – Excess Above Policy Target:</b>	<b>\$7,559,862.25</b>





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# COUNTY OF FLUVANNA

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## MEMORANDUM

**Date:** August 21, 2024  
**From:** Theresa McAllister– Management Analyst  
**To:** Board of Supervisors  
**Subject:** Unassigned Fund Balance

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<b>*FY24 Year End (Unaudited) Unassigned Fund Balance:</b>	<b>\$7,559,862.25</b>
Less: FCCHS Track Resurfacing/Milling CIP – 08.06.24	-\$221,000
Less: Dev Agrmt btw Fluvanna, Zion 3 Notch, & Econ Dev Auth – 08.07.24	-\$250,000
<b>Current (Unaudited) Unassigned Fund Balance:</b>	<b>\$7,088,862.25</b>

\*Audited FY24 Year End Unassigned Fund Balance will be available upon Completion of the FY24 Annual Comprehensive Financial Report





## The Board of Supervisors Two Year Plan – *Adopted September 21, 2022*

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
<b>A</b>		<b>SERVICE DELIVERY</b>			
<b>A1</b>		Work with FRA to identify support options for Fire and Rescue volunteers.		X	<ul style="list-style-type: none"> <li>• Money allocated for Fire and Rescue volunteer incentives. Details TBD.</li> <li>• Opportunities for recognition continue to be explored</li> </ul>
<b>A2</b>		Perform comprehensive review of existing partnerships with local area support and non-profit groups providing services to Fluvanna residents; review service gaps and identify needed partnerships.	X	X	<ul style="list-style-type: none"> <li>• Has not occurred.</li> </ul>
<b>A3</b>	X	Initiate comprehensive review of traffic throughout the county with a particular focus on high-traffic areas around the Lake Monticello community.		X	<ul style="list-style-type: none"> <li>• Sep 2022 – Signed a letter of support for a Safe Streets 4 All Grant with TJPDC, committed up to \$30,000 local match. <ul style="list-style-type: none"> <li>○ TJPDC applied for and was awarded a grant to develop a Comprehensive Safety Action Plan that will meet eligibility requirements for all six of its member jurisdictions</li> </ul> </li> <li>• Sep 21, 2022 – Adopted a resolution requesting VDOT conduct a safety study on a portion of South Boston Rd.</li> <li>• South Boston/Lake Monticello Rd intersection improvements</li> <li>• VDOT traffic studies</li> </ul>

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
A4	X	Community transportation options and alternatives.		X	<ul style="list-style-type: none"> <li>Sept 2022 – Investigate shared school buses/drivers providing transportation for county residents;</li> <li>TJPDC Rural Transportation work group; JAUNT</li> <li>2023/2024 – JAUNT Rural Transportation Needs Assessment</li> <li>2023/2024 – TJPDC Regional Transit Governance Study Steering Committee; 2024 Final Report</li> <li>Continued Participation in TJPDC Rural Transportation Advisory Committee (RTAC)</li> </ul>
A5		Implement annual county volunteer recognition ceremony.		X	<ul style="list-style-type: none"> <li>Aug 2024 - Director of Emergency Services created and distributed a Fluvanna EMS Challenge Coin to all Fire and Rescue volunteers</li> </ul>
A6	X	Design implementation plan for professional Fire Chief position.		X	<ul style="list-style-type: none"> <li>Board defunded position in FY25 Budget</li> </ul>
<b>B</b>		<b>COMMUNICATION</b>			
B1		Develop communication plan to inform residents of County projects, accomplishments, and where tax dollars are spent.		X	<ul style="list-style-type: none"> <li>No formal plan has been developed; FAN Mail and website serve as primary channels for disseminating information.</li> </ul>
<b>C</b>		<b>PROJECT MANAGEMENT</b>			
C1		Continue Columbia area renewal efforts.	X	X	<ul style="list-style-type: none"> <li>Code Compliance monitoring garbage</li> <li>Continue to receive feedback from, and respond to, residents' concerns/complaints.</li> </ul>
C2	X	Complete a Master Water and Sewer (Plan Phase I) to identify sources for the county's long-term water needs; particularly for each of its community planning areas.	X		<ul style="list-style-type: none"> <li>Completed.</li> </ul>

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
C3		Continue Palmyra Village Streetscape	X	X	<ul style="list-style-type: none"> <li>• <b>Sept 2022:</b> Phase I: project begins in 2025, street flow, sidewalks, and street parking on Stone Jail Street side of Civil War Park. Phase II: Crosswalks, sidewalks and parking on Main Street.</li> </ul>
		C3.1 Review and pursue opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.	X		<ul style="list-style-type: none"> <li>• 2022 Transportation Alternatives Program (TAP) Grant awarded.</li> <li>• Oct 2022: Approved a supplemental appropriation of \$317,831 from unassigned fund balance to allocate its required 20% match for the VDOT Transportation Alternatives Program (TAP) grant for the Palmyra Village Streetscape CIP project</li> <li>• Oct 2022: Adopted the resolution entitled “Resolution Affirming Commitment To Fund The Locality Share Of Projects Under Agreement With The Virginia Department Of Transportation And Provide Signature Authority” for the Palmyra Village Streetscape project</li> <li>• Aug 20203: Approved an additional supplemental appropriation of \$118,169 from unassigned fund balance to allocate its required 20% match for the VDOT Transportation Alternatives Program (TAP) grant for the Palmyra Village Streetscape CIP project;</li> <li>• Aug 2023: Adopted the resolution entitled “Resolution Reaffirming Commitment To Fund The Locality Share Of Projects Under Agreement With The Virginia Department Of Transportation And Provide Signature Authority” for the Palmyra Village Streetscape project</li> <li>• VDOT assessing options for constructing the project with VDOT staff rather than bidding out .</li> </ul>
		C3.2 Research options for civic displays (flags, banners, Notable Residents, etc.)		X	

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
C4		Successfully oversee and manage Fluvanna County aspects of the James River Water Project.	X	X	<ul style="list-style-type: none"> <li>Apr 2024: Army Corps permit issued;</li> <li>Apr 2024: VRA Financing to fund project issued</li> <li>Construction anticipated to begin late May 2024.</li> <li>Phase III Archeological Study anticipated to begin Summer 2024;</li> <li>Aug 2024: Groundbreaking Ceremony</li> </ul>
C5	X	Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.	X	X	<ul style="list-style-type: none"> <li>Apr 2024: Water line complete and operational; customers connected.</li> <li>Apr 2024: Sewer line – force main completed; connection via gravity sewer lines dependent on development activity.</li> <li>Apr 2024: minor grading issues in the process of being resolved</li> </ul>
C6		Pursue Fork Union revitalization.		X	<ul style="list-style-type: none"> <li>December 2023: Awarded US Small Business Administration’s Portable Assistance Program grant to allow for Fork Union Business Revitalization Strategy.</li> <li>Spring 2024: Business advisor hired and meeting with business owners.</li> </ul>
		C6.1 Research options for civic displays (flags, banners, Notable Residents, etc.)		X	
C7		Oversee New Administration Building project.	X	X	<ul style="list-style-type: none"> <li>Multi-year project.</li> </ul>
		C7.1 Create and Issue Request for Proposal for Design	X		<ul style="list-style-type: none"> <li>Apr 2024: County Attorney is reviewing RFP.</li> <li>Aug 2024: RFP should be completed and issued early Fall 2024.</li> </ul>
		C7.2 Select Design Firm for design of New Admin Building		X	
D		<b>COMMUNITY DEVELOPMENT &amp; ENRICHMENT</b>			

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
D1	X	Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.	X	X	<ul style="list-style-type: none"> <li>Sep 2022 - Economic Development Strategic Plan Adopted</li> <li>Dec 2023 – Tourism Strategic Plan Adopted</li> </ul>
		D1.1 Adopt Economic Development Strategic Plan.	X		<ul style="list-style-type: none"> <li>Sep 2022 - adopted</li> </ul>
		D1.2 Implement five-year Economic Development Strategic Plan.		X	<ul style="list-style-type: none"> <li>Oct 2022 – Implementation begun</li> </ul>
D2		Seek opportunities to coordinate development activity at Fluvanna’s northern border with Louisa County.	X	X	<ul style="list-style-type: none"> <li>May 2022 - Draft Zion Crossroads Gateway Plan</li> </ul>
D3	X	Hold an Economic Development Discussion Forum for local businesses with planning, zoning, building inspections, infrastructure components.	X		<ul style="list-style-type: none"> <li>Jun 2023 – Fork Union Town Hall Meeting</li> <li>Oct 2023 – Lake Monticello Area Town Hall Meeting</li> <li>2023 – Economic Development presentations made to: <ul style="list-style-type: none"> <li>Fluvanna Rotary</li> <li>Fluvanna Chamber</li> <li>FLDP</li> <li>Fluvanna Women in Business</li> <li>All 4 Active Adult Centers</li> </ul> </li> </ul>
D4		Investigate options for utilizing Dominion proffer - \$500,000 for recreation, green space.	X	X	
D5	X	Investigate opportunities to support expanded recreation opportunities, arts, and tourism.	X	X	<ul style="list-style-type: none"> <li>Coordination with State agencies regarding the installation of additional boat ramps along the Rivanna and James Rivers.</li> <li>Oct 2023 – Inaugural Groovin’ at the Grove, free concert series held at Pleasant Grove. 2024 season kicks off May 11, 2024 with concerts held the 2<sup>nd</sup> Saturday of each month through October.</li> </ul>
D6		Research creating a “teaching farm” at PG Park.		X	<ul style="list-style-type: none"> <li>Collaborative effort - FCPS? Cooperative Extension? Farm Bureau?</li> </ul>

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
D7	X	Implement stronger Code Enforcement on the County's Spot Blight Abatement program	X	X	<ul style="list-style-type: none"> <li>Code Enforcement Officer actively responding to complaints and issues, sending notices of violation, etc.</li> </ul>
D8		Review the Subdivision Ordinance on Cluster subdivisions; large lot subdivisions.		X	
D9		Review the Zoning Ordinance to look at higher density options between CPA and R4.		X	
E		<b>FINANCIAL STEWARDSHIP AND EFFICIENCY</b>			
E1		Reduce the County's reliance on creating and mailing paper checks for payments and implement expanded ACH/EFT transaction options.	X		<ul style="list-style-type: none"> <li>Apr 2024 - ACH capability in place; troubleshooting Munis process issues. Anticipate full ACH capability by May 2024.</li> </ul>
E2		Implement credit card payment option for citizens at all County funds-collection points through MUNIS Cashiering process.	X	X	<ul style="list-style-type: none"> <li>Soon! Tyler Tech anticipates full deployment by Oct 1, 2024.</li> </ul>
E3		Plan for ways to adequately fund, implement and standardize the Capital Improvement Plan, eliminating deferred CIP projects.		X	