



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building
September 4, 2024 at 5:00 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)
A	VDOT Quarterly Report – Scott Thornton, Residency Administrator/Louisa Residency
B	2024 Thomas Jefferson Planning District Legislative Program Update – David Blount, TJPDC Deputy Director/Director of Legislative Services
8	ACTION MATTERS
C	Authorization to Advertise Dangerous Dog Ordinance Amendment - Dan Whitten, County Attorney
D	Sale of Surplus – Palmyra Fire Tanker Truck – Eric Dahl, County Administrator; Jim True, Director of Emergency Services
9	PUBLIC HEARING
10	CONSENT AGENDA
E	Minutes of August 21, 2024 – Caitlin Solis, Clerk to the Board
F	Minutes of August 24, 2024 – Caitlin Solis, Clerk to the Board
G	MACAA Board Term Adjustment – Eric Dahl, County Administrator
H	Accept Dedication of Easement from Robert W. Brown – Dan Whitten, County Attorney
I	Proposal for Professional Engineering Services for Communication Tower Inspection and Mapping Services – Dan Whitten, County Attorney
J	FSPCA Public Animal Shelter Services Agreement – Dan Whitten, County Attorney
K	FY24 Historic Courthouse Grant Supplemental Appropriation – Tori Melton, Director of Finance
L	Memorandum of Understanding with Antioch Baptist Church – Dan Whitten, County Attorney
M	Memorandum of Understanding with Beaver Dam Baptist Church – Dan Whitten, County Attorney
N	Memorandum of Understanding with Kents Store ARC – Dan Whitten, County Attorney
O	Memorandum of Understanding with Lake Monticello VFD – Dan Whitten, County Attorney
P	CRMF - Public Safety HVAC – Dale Critzer, Asst. Director of Public Works
Q	CRMF - Treasurers Office HVAC – Dale Critzer, Asst. Director of Pubic Works
11	UNFINISHED 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.

TBD

12 – NEW BUSINESS

TBD

13 – PUBLIC COMMENTS #2 (5 minutes each)

14 – CLOSED MEETING AND DINNER RECESS

TBD

15 – ADJOURN



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

MEETING DATE:	September 4, 2024				
AGENDA TITLE:	VDOT Quarterly Report				
MOTION(s):	N/A				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Scott Thornton, VDOT Residency Administrator				
RECOMMENDATION:	Information Only				
TIMING:	Routine				
DISCUSSION:	Quarterly VDOT update.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	VDOT Quarterly Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

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

TAB B

MEETING DATE:	September 4, 2024				
AGENDA TITLE:	2024 Thomas Jefferson Planning District Legislative Program Update				
MOTION(s):	N/A				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	David C. Blount, Deputy Director/Director of Legislative Services TJPDC				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>The draft program lists three top legislative priorities for 2023 as follows:</p> <ol style="list-style-type: none"> 1. Public Education Funding 2. Budgets and Funding 3. Land Use and Growth Management 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Thomas Jefferson Planning District 2024 Legislative Priorities				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



- 2024 Legislative Priorities -

PUBLIC EDUCATION FUNDING

We urge the State to fully fund its share of the realistic costs of the Standards of Quality (SOQ) and reverse policy changes that previously reduced funding or shifted funding responsibility to localities.

- The recent Joint Legislative Audit and Review Commission (JLARC) report on K-12 education funding found that K-12 education in Virginia is underfunded, noting that local school divisions receive less funding per student than divisions in other states and several key funding benchmarks.
- Localities need an adequately-defined SOQ that closes the gap between what school divisions are providing and what the State currently funds in the SOQ.
- Localities and school divisions should have flexibility in the use of state funds provided for school employee compensation.
- We also support allowing all localities the option of levying a one-cent sales tax to be used for construction or renovation of schools.

BUDGETS AND FUNDING

We urge the governor and legislature to enhance state aid to localities and public schools, to not impose mandates on or shift costs to localities, and to enhance local revenue options.

- Adequate state investment for local service delivery is crucial.
- We oppose unfunded state and federal mandates and the cost shifting that occurs when the State or the federal government fails to fund requirements or reduces or eliminates funding for programs.
- We support additional and strengthened revenue options for localities in order to diversify the local revenue stream; the state should not restrict local revenue sources or confiscate or redirect local general fund dollars to the state treasury.
- Any tax reform efforts should examine financing and delivery of state services at the local level and how revenue is generated relative to our economic competitiveness.

LAND USE and GROWTH MANAGEMENT

We encourage the State to resist preempting or circumventing existing land use authorities, and to support local authority to plan and regulate land use.

- We support the state providing local governments with additional tools to manage growth.
- We support a broader and more workable impact fee authority.
- We support changes to provisions of the current proffer law that limit the scope of impacts that may be addressed by proffers.

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

TAB C

MEETING DATE:	September 4, 2024				
AGENDA TITLE:	Authorization to Advertise for a public hearing to amend Section 4-2-3 relating to control of dangerous dogs to extend the time for adjudication and make other changes conforming to the VA Code.				
MOTION(s):	I move that the Board of Supervisors advertise the amendments to the County Code to Section 4-2-3 for a public hearing to be held October 16, 2024				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Dan Whitten, County Attorney ACO Virginia Strong, Sheriff's Office				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Advertise a Public Hearing on October 16, 2024 to amend the County Code				
TIMING:	Ordinance is effective after a public hearing and Board approval				
DISCUSSION:	<p>Fluvanna Code 4-2-3 has not been updated since 2015; since that time the corresponding Virginia statute has been amended several times. These Fluvanna Code amendment conforms County code to the Virginia statute. Changes include:</p> <ul style="list-style-type: none"> • Extending the time permitted for the court to adjudicate dangerous dog cases, and allows a court to defer proceedings with conditions placed upon owner. • Allows ACO more discretion with regard to certain exemptions, such as if an animal bitten by a dangerous dog has the same owner, or if an ACO finds that an injury is minor. • Requires ACO to provide written notice to the owner of a dog that a summons has been applied for. • Allows the court to compel implantation of electronic identification if adjudication is deferred. • Limits appeal of dangerous dog adjudication to 30 days. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	Amendment to the County Code				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	<ul style="list-style-type: none"> • Proposed amendments to Section 4-2-3 of the County Code • Advertisement for Public Hearing 				

REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
X					X

ORDINANCE TO AMEND “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA”, BY AMENDING § 4-2-3 RELATING TO CONTROL OF DANGEROUS DOGS TO EXTEND THE TIME FOR ADJUDICATION AND MAKE OTHER CHANGES TO CONFORM WITH VIRGINIA CODE UPDATES

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

(1) That The Code of the County of Fluvanna, Virginia is amended by amending § 4-2-3, as follows:

Sec. 4-2-3. Control of dangerous dogs.

(A) As used in this section, "dog" includes a hybrid canine as defined in § 3.2-6581.

(B) Any law-enforcement officer or animal control officer who (i) has reason to believe that an animal is a dangerous dog and (ii) is located in the jurisdiction where the animal resides or in the jurisdiction where the act was committed may apply to a magistrate for the issuance of a summons requiring the owner, if known, to appear before a general district court at a specified time. The summons shall advise the owner of the nature of the proceeding and the matters at issue.

(C) No law-enforcement officer or animal control officer shall apply for a summons pursuant to subsection B if, upon investigation, the officer finds (i) in the case of an injury to a companion animal that is a dog or cat, that no serious injury has occurred as a result of the attack or bite, that both animals are owned by the same person, or that the incident originated on the property of the attacking or biting dog's owner or (ii) in the case of an injury to a person, that the injury caused by the dog upon the person consists solely of a single nip or bite resulting only in a scratch, abrasion, or other minor injury. In determining whether serious injury to a companion animal that is a dog or cat has occurred, the officer may consult with a licensed veterinarian.

(D) A law-enforcement officer or animal control officer who applies for a summons pursuant to subsection B shall provide the owner with written notice of such application. For 30 days following such provision of written notice, the owner shall not dispose of the animal other than by surrender to the animal control officer or by euthanasia by a licensed veterinarian. Following such provision of written notice, an owner who elects to euthanize a dog that is the subject of a dangerous dog investigation shall provide documentation of such euthanasia to the animal control officer.

(E) If a law-enforcement officer successfully makes an application for the issuance of a summons pursuant to subsection B, he shall contact the local animal control officer and inform him of the location of the dog and the relevant facts pertaining to his belief that the dog is dangerous.

(F) Following the issuance of a summons following an application pursuant to subsection B, an animal control officer may confine the animal until the evidence is heard and a verdict rendered. If the animal control officer determines that the owner can confine the animal in a manner that

protects the public safety, he may permit the owner to confine the animal until the evidence is heard and a verdict rendered. Upon being served with a summons for a dangerous dog, the owner shall not dispose of the animal, other than by euthanasia, until the case has been adjudicated. The court, through its contempt powers, may compel the owner of the animal to produce the animal and to provide documentation that it has been, or will be within three business days, implanted with electronic identification registered to the owner. The owner shall provide the registration information to the animal control officer.

(G) Nothing in this section shall prohibit an animal control officer or law-enforcement officer from securing a summons for a hearing to determine whether a dog that is surrendered but not euthanized is a dangerous dog.

(H) Unless good cause is determined by the court, the evidentiary hearing pursuant to the dangerous dog summons shall be within 30 days or as soon as practicable from the issuance of the summons. The procedure for appeal and trial shall be the same as provided by law for misdemeanors. Trial by jury shall be as provided in Article 4 (§ 19.2-260 et seq.) of Chapter 15 of Title 19.2. The Commonwealth shall be required to prove its case beyond a reasonable doubt. The court shall determine that the animal is a dangerous dog if the evidence shows that it (i) killed a companion animal that is a dog or cat or inflicted serious injury on a companion animal that is a dog or cat, including a serious impairment of health or bodily function that requires significant medical attention, a serious disfigurement, any injury that has a reasonable potential to cause death, or any injury other than a sprain or strain or (ii) directly caused serious injury to a person, including laceration, broken bone, or substantial puncture of skin by teeth. Unless good cause is determined by the court, the appeal of a dangerous dog finding shall be heard within 30 days.

(I) If after hearing the evidence the court finds that the animal is a dangerous dog, the court:

(1) Shall order the animal's owner to comply with the provisions of this section and §§ 3.2-6540.01, 3.2-6542, and 3.2-6542.1;

(2) May order the owner of the animal to pay restitution for actual damages to any person injured by the animal or whose companion animal was injured or killed by the animal. Such order shall not preclude the injured person from pursuing civil remedies, including damages that accrue after the original finding that the animal is a dangerous dog; and

(3) May order the owner to pay all reasonable expenses incurred in caring and providing for such dangerous dog from the time the animal is taken into custody until such time as the animal is disposed of or returned to the owner.

(J) If after hearing the evidence the court decides to defer further proceedings without entering an adjudication that the animal is a dangerous dog, it may do so, notwithstanding any other provision of this section. A court that defers further proceedings shall place specific conditions upon the owner of the dog, including the requirement that the owner provide documentation that the dog has been, or will be within three business days, implanted with electronic identification registered to the owner. The registration information shall be provided to the animal control

officer. If the owner violates any of the conditions, the court may enter an adjudication that the animal is a dangerous dog and proceed as otherwise provided in this section. Upon fulfillment of the conditions, the court shall dismiss the proceedings against the animal and the owner without an adjudication that the animal is a dangerous dog.

(K) No animal shall be found by the court to be a dangerous dog:

(1) Solely because it is a particular breed;

(2) If the threat, injury, or damage was sustained by a person who was (i) committing at the time a crime upon the premises occupied by the animal's owner; (ii) committing at the time a willful trespass upon the premises occupied by the animal's owner; or (iii) provoking, tormenting, or physically abusing the animal or can be shown to have repeatedly provoked, tormented, abused, or assaulted the animal at other times;

(3) If the animal is a police dog that was engaged in the performance of its duties as such at the time of the act complained of;

(4) If at the time of the acts complained of the animal was responding to pain or injury or was protecting itself, its kennel, its offspring, a person, or its owner's property;

(5) As a result of killing or inflicting serious injury on a dog or cat while engaged with its owner as part of lawful hunting or participating in an organized, lawful dog handling event; or

(6) If the court determines based on the totality of the evidence before it, or for other good cause, that the dog is not dangerous or a threat to the community.

(L) If the owner of an animal found to be a dangerous dog is a minor, the custodial parent or legal guardian shall be responsible for complying with all requirements of this section.

State Law reference - Authority of County to control dangerous dogs see Code of Va., § 3.2-6540.

(2) That the Ordinance shall be effective upon adoption.

ORDINANCE TO AMEND “THE CODE OF THE COUNTY OF
FLUVANNA, VIRGINIA”, BY AMENDING § 4-2-3 RELATING TO CONTROL OF
DANGEROUS DOGS TO EXTEND THE TIME FOR ADJUDICATION AND MAKE OTHER
CHANGES TO CONFORM WITH VIRGINIA CODE UPDATES

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

(1) That The Code of the County of Fluvanna, Virginia is amended by amending § 4-2-3, as follows:

Sec. 4-2-3. Control of dangerous ~~or vicious~~ dogs.

(A) ~~As used in this section:~~

~~*Dangerous*, "dog means" includes a hybrid canine ~~or canine crossbreed~~ that has bitten, attacked, or inflicted injury on a person or companion animal, or killed a companion animal that is a dog or cat; however, when a dog attacks or bites a companion animal that is a dog or cat, the attacking or biting dog shall not be deemed dangerous (i) if no serious physical injury as determined by a licensed veterinarian has occurred to the dog or cat as a result of the attack or bite or (ii) both animals are owned by the same person, (iii) if such attack occurs on the property of the attacking or biting dog's owner or custodian, or (iv) for other good cause as determined by the court. No dog shall be found to be a dangerous dog as a result of biting, attacking or inflicting injury on a dog or cat while engaged with an owner or custodian as part of lawful hunting or participating defined in an organized, lawful dog handling event. No dog that has bitten, attacked or inflicted injury on a person shall be found to be a dangerous dog if the court determines, based on the totality of the evidence before it, that the dog is not dangerous or a threat to the community. § 3.2-6581.~~

~~*Serious injury* means an injury having a reasonable potential to cause death or any injury other than a sprain or strain including serious disfigurement, serious impairment of health, or serious impairment of bodily function and requiring significant medical attention.~~

~~*Vicious dog* means a canine or canine crossbreed that has (i) killed a person; (ii) inflicted serious injury to a person; or (iii) continued to exhibit the behavior that resulted in a previous finding by a court or, on or before July 1, 2006, an animal control officer as authorized by local ordinance that it is a dangerous dog, provided that its owner has been given notice of that finding.~~

(B) ~~Any law-enforcement officer or animal control officer who (i) has reason to believe that a canine or canine crossbreed within his~~ an animal is a dangerous dog and (ii) is located in the jurisdiction is a dangerous dog or vicious dog shall where the animal resides or in the jurisdiction where the act was committed may apply to a magistrate of the jurisdiction for the issuance of a summons requiring the owner ~~or eustodian~~, if known, to appear before a general district court at a specified time. The summons shall advise the owner of the nature of the proceeding and the matters at issue.

(C) No law-enforcement officer or animal control officer shall apply for a summons pursuant to subsection B if, upon investigation, the officer finds (i) in the case of an injury to a companion animal that is a dog or cat, that no serious injury has occurred as a result of the attack or bite, that both animals are owned by the same person, or that the incident originated on the property of the attacking or biting dog's owner or (ii) in the case of an injury to a person, that the injury caused by the dog upon the person consists solely of a single nip or bite resulting only in a scratch, abrasion, or other minor injury. In determining whether serious injury to a companion animal that is a dog or cat has occurred, the officer may consult with a licensed veterinarian.

(D) A law-enforcement officer or animal control officer who applies for a summons pursuant to subsection B shall provide the owner with written notice of such application. For 30 days following such provision of written notice, the owner shall not dispose of the animal other than by surrender to the animal control officer or by euthanasia by a licensed veterinarian. Following such provision of written notice, an owner who elects to euthanize a dog that is the subject of a dangerous dog investigation shall provide documentation of such euthanasia to the animal control officer.

(E) If a law-enforcement officer successfully makes an application for the issuance of a summons pursuant to subsection B, he shall contact the local animal control officer and inform him of the location of the dog and the relevant facts pertaining to his belief that the dog is dangerous or vicious. The

(F) Following the issuance of a summons following an application pursuant to subsection B, an animal control officer shall may confine the animal he has reason to believe is dangerous or vicious until such time as the evidence shall be heard and a verdict rendered. With respect to allegedly dangerous animals only, if the animal control officer determines that the owner or custodian can confine the animal the officer has reason to believe is dangerous in a manner that protects the public safety, the officer he may permit the owner or custodian to confine the animal until such time as the evidence shall be heard and a verdict rendered. Upon being served with a summons for a dangerous dog, the owner shall not dispose of the animal, other than by euthanasia, until the case has been adjudicated. The court, through its contempt powers, may compel the owner, custodian or harbinger of the animal to produce the animal. If, after hearing the evidence, the court finds and to provide documentation that the animal is a dangerous dog, the court shall order the animal's owner to comply with the provisions of this section. If, after hearing the evidence, the court finds that it has been, or will be within three business days, implanted with electronic identification registered to the owner. The owner shall provide the registration information to the animal is a vicious dog, the court control officer.

(G) Nothing in this section shall order the prohibit an animal control officer or law-enforcement officer from securing a summons for a hearing to determine whether a dog that is surrendered but not euthanized in accordance with the provisions of section 3.2-6562 is a dangerous dog.

(H) Unless good cause is determined by the court, the evidentiary hearing pursuant to the dangerous dog summons shall be within 30 days or as soon as practicable from the issuance of the Code of Virginia summons. The procedure for appeal and trial shall be the same as provided by law for misdemeanors. Trial by jury shall be as provided in article 4 (section 19.2-260 et seq.) of chapter 15 of title 19.2 of the Code of Virginia. The Commonwealth shall be required to prove its case beyond a reasonable doubt. Article 4 (§ 19.2-260 et seq.) of Chapter 15 of Title 19.2. The Commonwealth shall be required to prove its case beyond a reasonable doubt. The court shall determine that the animal is a dangerous dog if the evidence shows that it (i) killed a companion animal that is a dog or cat or inflicted serious injury on a companion animal that is a dog or cat, including a serious impairment of health or bodily function that requires significant medical attention, a serious disfigurement, any injury that has a reasonable potential to cause death, or any injury other than a sprain or strain or (ii) directly caused serious injury to a person, including laceration, broken bone, or substantial puncture of skin by teeth. Unless good cause is determined by the court, the appeal of a dangerous dog finding shall be heard within 30 days.

~~((C) — No canine or canine crossbreed shall be found to be a~~ **I) If after hearing the evidence the court finds that the animal is a dangerous dog or vicious dog solely, the court:**

(1) Shall order the animal's owner to comply with the provisions of this section and §§ 3.2-6540.01, 3.2-6542, and 3.2-6542.1;

(2) May order the owner of the animal to pay restitution for actual damages to any person injured by the animal or whose companion animal was injured or killed by the animal. Such order shall not preclude the injured person from pursuing civil remedies, including damages that accrue after the original finding that the animal is a dangerous dog; and

(3) May order the owner to pay all reasonable expenses incurred in caring and providing for such dangerous dog from the time the animal is taken into custody until such time as the animal is disposed of or returned to the owner.

(J) If after hearing the evidence the court decides to defer further proceedings without entering an adjudication that the animal is a dangerous dog, it may do so, notwithstanding any other provision of this section. A court that defers further proceedings shall place specific conditions upon the owner of the dog, including the requirement that the owner provide documentation that the dog has been, or will be within three business days, implanted with electronic identification registered to the owner. The registration information shall be provided to the animal control officer. If the owner violates any of the conditions, the court may enter an adjudication that the animal is a dangerous dog and proceed as otherwise provided in this section. Upon fulfillment of the conditions, the court shall dismiss the proceedings against the animal and the owner without an adjudication that the animal is a dangerous dog.

(K) No animal shall be found by the court to be a dangerous dog:

(1) Solely because it is a particular breed, ~~nor is the ownership of a particular breed of canine or canine crossbreed prohibited. No animal shall be found to be a dangerous dog or vicious dog if;~~

(2) If the threat, injury, or damage was sustained by a person who was (i) committing, at the time, a crime upon the premises occupied by the animal's owner ~~or custodian;~~ (ii) committing, at the time, a willful trespass ~~or other tort~~ upon the premises occupied by the animal's owner ~~or custodian;~~ or (iii) provoking, tormenting, or physically abusing the animal, or can be shown to have repeatedly provoked, tormented, abused, or assaulted the animal at other times. ~~No;~~

(3) If the animal is a police dog that was engaged in the performance of its duties as such at the time of the **act complained of;**

(4) If at the time of the acts complained of ~~shall be found to be a dangerous dog or a vicious dog. No animal which, at the time of the acts complained of,~~**the animal** was responding to pain or injury, or was protecting itself, its kennel, its offspring, a person, or its owner's ~~or custodian's~~ property, ~~shall be found to be a dangerous dog;~~

(5) As a result of killing or inflicting serious injury on a dog or cat while engaged with its owner as part of lawful hunting or participating in an organized, lawful dog handling event; or

(6) If the court determines based on the totality of the evidence before it, or for other good cause, that the dog is not dangerous or a ~~vicious dog.~~ **threat to the community.**

~~((D))~~—**L** If the owner of an animal found to be a dangerous dog is a minor, the custodial parent or legal guardian shall be responsible for complying with all requirements of this section.

~~(E)~~—The owner of any animal found to be a dangerous dog shall, within forty-five (45) days of such finding, ~~obtain a dangerous dog registration certificate from the local animal control officer or treasurer for a fee of \$150.00 in addition to other fees that may be authorized by law. The local animal control officer or treasurer shall also provide the owner with a uniformly designed tag that identifies the animal as a dangerous dog. The owner shall affix the tag to the animal's collar and ensure that the animal wears the collar and tag at all times. By January 31 of each year, until such time as the dangerous dog is deceased all certificates obtained pursuant to this subdivision shall be updated and renewed annually for a fee of \$85.00 and in the same manner as the initial certificate was obtained. The animal control officer shall post registration information on the Virginia Dangerous Dog Registry.~~

~~(F)~~—All dangerous dog certificates or renewals thereof required to be obtained under this section shall only be issued to persons eighteen (18) years of age or older who present satisfactory evidence (i) of the animal's current rabies vaccination, if applicable, (ii) that the animal has been spayed or neutered, and (iii) that the animal is and will be confined in a proper enclosure or is and will be confined inside the owner's residence or is and will be muzzled and confined in the owner's fenced-in yard until the proper enclosure is constructed. In addition, ~~owners who apply for certificates or renewals thereof under this section shall not be issued a certificate or renewal thereof unless they present satisfactory evidence that (i)~~

~~their residence is and will continue to be posted with clearly visible signs warning both minors and adults of the presence of a dangerous dog on the property and (ii) the animal has been permanently identified by means of electronic implantation. All certificates or renewals thereof required to be obtained under this section shall only be issued to persons who present satisfactory evidence that the owner has liability insurance coverage, to the value of at least \$100,000.00, that covers animal bites. The owner may obtain and maintain a bond in surety, in lieu of liability insurance to the value of at least \$100,000.00.~~

- ~~(G) While on the property of its owner, an animal found to be a dangerous dog shall be confined indoors or in a securely enclosed and locked structure of sufficient height and design to prevent its escape or direct contact with or entry by minors, adults or other animals. The structure shall be designed to provide the animal with shelter from the elements of nature. When off its owner's property, an animal found to be a dangerous dog shall be kept on a leash and muzzled in such a manner as not to cause injury to the animal or interfere with the animal's vision or respiration, but so as to prevent it from biting a person or another animal.~~
- ~~(H) The owner shall cause the local animal control officer to be promptly notified of (i) the names, addresses, and telephone numbers of all owners; (ii) all of the means necessary to locate the owner and the dog at any time; (iii) any complaints of incidents of attack by the dog upon any person or cat or dog; (iv) any claims made or lawsuits brought as a result of any attack; (v) chip identification information; (vi) proof of insurance or surety bond; and (vii) the death of the dog.~~
- ~~(I) After an animal has been found to be a dangerous dog, the animal's owner shall immediately, upon learning of same, cause the local animal control authority to be notified if the animal (i) is loose or unconfined; (ii) bites a person or attacks another animal; or (iii) is sold, given away, or dies. Any owner of a dangerous dog who relocates to a new address shall, within ten (10) days of relocating, provide written notice to the appropriate local animal control authority for the old address from which the animal has moved and the new address to which the animal has been moved.~~
- ~~(J) Any owner or custodian of a canine or canine crossbreed or other animal is guilty of a:~~
- ~~(1) Class 2 misdemeanor if the canine or canine crossbreed previously declared a dangerous dog pursuant to this section, when such declaration arose out of a separate and distinct incident, attacks and injures or kills a cat or dog that is a companion animal belonging to another person;~~
 - ~~(2) Class 1 misdemeanor if the canine or canine crossbreed previously declared a dangerous dog pursuant to this section, when such declaration arose out of a separate and distinct incident, bites a human being or attacks a human being causing bodily injury.~~
- ~~The provisions of this subsection shall not apply to any animal that, at the time of the acts complained of, was responding to pain or injury, or was protecting itself, its kennel, its offspring, a person, or its owner's or custodian's property, or when the animal is a police dog that is engaged in the performance of its duties at the time of the attack.~~
- ~~(K) The owner of any animal that has been found to be a dangerous dog who willfully fails to comply with the requirements of this section shall be guilty of a Class 1 misdemeanor.~~

~~Whenever an owner or custodian of an animal found to be a dangerous dog is charged with a violation of this section, the animal control officer shall confine the dangerous dog until such time as evidence shall be heard and a verdict rendered.~~

~~(L) All fees collected pursuant to this section, less the costs incurred by the animal control authority in producing and distributing the certificates and tags required by this section and fees due to the state veterinarian for maintenance of the Virginia Dangerous Dog Registry, shall be paid into a special dedicated fund in the treasury of the locality for the purpose of paying the expenses of any training course required under section 3.2-6556 of the Code of Virginia.~~

State Law reference - Authority of County to control dangerous dogs see Code of Va., § 3.2-6540.

(2) That the Ordinance shall be effective upon adoption.

(Seal)

PUBLIC HEARING
Fluvanna County Board of Supervisors
Wednesday, October 16, 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, VA 22963 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 AMENDING § 4-2-3 RELATING TO CONTROL OF DANGEROUS DOGS TO EXTEND THE TIME FOR ADJUDICATION AND MAKE OTHER CHANGES TO CONFORM WITH VIRGINIA CODE UPDATES.

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.

TO: Fluvanna Review

Advertise on the following dates: September 26 & October 3, 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
434-591-1910
434-591-1913

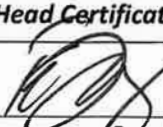
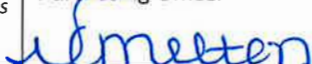
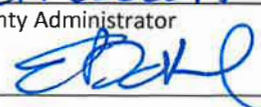
**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB D

MEETING DATE:	September 4, 2024				
AGENDA TITLE:	Sale of Surplus – Palmyra Fire Tanker Truck				
MOTION(s):	<p>I move the Board of Supervisors approve the sale of surplus for the 2000 Freightliner Tanker Truck by:</p> <ol style="list-style-type: none"> 1. Follow Policy 4.3 Surplus Property, which requires sales of Surplus Property and Surplus Vehicle(s) to be based on competitive principals and if feasible shall be sold on the basis of competitive bids to obtain the best price and insure that the County receives fair market value. Under this scenario, the County would list the vehicle for sale on GovDeals and any interested parties can bid on the tanker truck. or 2. Waive the competitive principals process under Surplus Policy 4.3 and the tanker truck is sold at the used proposed value “fair market value” from FESCO of \$26,000 or \$_____ or 3. Waive the competitive principals process under Surplus Policy 4.3 and the tanker truck is sold at an amount below the used proposed value “fair market value” from FESCO of \$26,000 for an amount of \$_____ 				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator; Jim True, Director of Emergency Services				
PRESENTER(S):	Eric Dahl, County Administrator; Jim True, Director of Emergency Services				
RECOMMENDATION:	Approve Option 1 or Option 2				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Palmyra Fire has received a new fire truck ordered in January 2023, which was funded in the FY22 CIP. • The replacement apparatus deemed surplus is a 2000 Freightliner Tanker. • It is general practice in Fluvanna that surplus property be sold at auction, generally through GovDeals. • Under County Policy 4.3 Surplus Property, 4.3.6 Surplus Property and Surplus Vehicle(s), B. Disposition of Surplus Property by Sale, Trade or Exchange, “All sales of Surplus Property and Surplus Vehicle(s) shall be based on competitive principals and if feasible shall be sold on the basis of competitive bids to obtain the best price and insure that the County receives fair market value.” 				

	<ul style="list-style-type: none"> • Drakes Branch Volunteer Fire Department in Charlotte County, Virginia made a request to Fluvanna to sell its used Palmyra Fire Tanker Truck to them. • In the case of this vehicle, Drakes Branch Volunteer Fire Department has asked that we bypass the auction and sell them the surplus vehicle as they have an emergent need for the citizens in their community with limited resources to fill that need. • The County received a used vehicle proposal for value from FESCO Emergency Sales, which values the truck at \$26,000. • The options before the Board of Supervisors for the sale of surplus are: <ol style="list-style-type: none"> 4. Strictly follow the County Policy 4.3 Surplus Property, which requires sales of Surplus Property and Surplus Vehicle(s) to be based on competitive principals and if feasible shall be sold on the basis of competitive bids to obtain the best price and insure that the County receives fair market value. Under this scenario, the County would list the vehicle for sale on GovDeals and any interested parties can bid on the tanker truck. 5. The Board of Supervisors could waive the competitive principals process under Surplus Policy 4.3 and the tanker truck is sold at the used proposed value from FESCO “fair market value” of \$26,000 or more to an interested party. The County would then set the sale price at \$26,000 or above and negotiate that amount with Drakes Branch Volunteer Fire Department. 6. The County could sell the tanker truck below fair market value to an interested party. While this is a variation on Fluvanna’s normal practices, according to Virginia Code 15.2-953, Fluvanna may make gifts and donations of personal property to any association or other organization furnishing voluntary firefighting services such as Drakes Branch. Under this scenario, the fair market value of the truck would exceed the Purchase Price, so the excess is considered a gift and/or donation. The County would need to determine the sale price below fair market value and negotiate that amount with Drakes Branch Volunteer Fire Department. 				
FISCAL IMPACT:	To be determined based upon the Boards decision.				
POLICY IMPACT:	If option #2 or #3 above is selected, it would not comply with County Policy 4.3 Surplus Property and the Board of Supervisors would need to approve an alternate sale of surplus method.				
LEGISLATIVE HISTORY:	Virginia Code 15.2-95 Donations to charitable institutions and associations, volunteer and nonprofit organizations, chambers of commerce, etc.				
ENCLOSURES:	<ul style="list-style-type: none"> • Fluvanna County Surplus Determination Form • FESCO Emergency Sales Used Vehicle Proposal for Value • Photos of the 2000 Freightliner Tanker Truck • 4.3 Surplus Property Policy • Virginia Code 15.2-95 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

County of Fluvanna
Surplus Property Determination Form

Department Palmyra Volunteer Fire Departement			Submission Date 8/27/2024	
Surplus Equipment				
Item Description	Manufacturer	Model/Serial #	Condition	Purchase Year
2000 Freightliner 2 Door 2000 gallon tanker. Run hours 2,911.8	S&S Fire Apparatus	FL106	Good	2000
Are any of the items above computers or other electronic data devices? <i>(If YES, IT Director review required.)</i>			<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Surplus Vehicle				
Model Year 2000	Manufacturer Freightliner	Model Truck	Color Red	Odometer Reading 52,348
Vehicle Identification Number (VIN) 1FV68HDBOYHB47324		Vehicle Options/Features		
Exterior Condition Good		Interior Condition Good		
Known Mechanical Problems Booster reel motor locked up and air compressor on the Kussmal is not working		Accident History (if applicable) None		
Department Head Certification: The listed items are no longer used by or required by my Department.				
Department Head 			Date 8/28/24	
Surplus Equipment / Vehicle Determination Review				
I certify that the computer/ electronic devices above have been cleared of data per County policies.		IT Director		Date
I certify that the items listed are excess to County needs.		Purchasing Officer 		Date 8-28-2024
Surplus Determination <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		County Administrator 		Date 8/28/24

USED VEHICLE PROPOSAL FOR VALUE Fluvanna County

2000 Freightliner 2 Door 2000 gallon Tank 750 gpm pump Detroit Engine

_____ **26,000.00**

Our Amount is based on the following conditions:

- 1.) Our Value is based that the Apparatus continues to be maintained during the contract time, and that it will be supplied in the same condition the transfer date (less normal wear and tear) as it was at the bid proposal date.
- 2.) Our trade-in price is also based on the vehicle being traded is in good working condition.
- 3.) Our trade-in price is based that the Vehicle will be supplied with the same fixed equipment at trade-in time as it was equipped at bid time

* * * * *

SPECIFIC ITEMS NOT INCLUDED WITH THE TRADE-IN (PLEASE LIST, AS APPLICABLE):

The Prices, Terms and Conditions as outlined above are agreed to by both parties as indicated by the signatures shown below. **

FESCO Emergency Sales

By Gene Spangler

By _____

Title: Preowned Manager

Title _____

Date: 8/27/2024

Date _____









04. PROCUREMENT POLICIES AND PROCEDURES

4.3. Surplus Property

BOS Approved - August 17, 2016

4.3.1. Purpose. This Surplus Policy shall determine the process for transfer, sale, destruction or disposal of all the County's tangible property.

4.3.2. Authorization. The Purchasing Agent is responsible for overseeing and implementing the County's Surplus Policy and is authorized to transfer, sell, trade, donate, or destroy the County's property and vehicles consistent with this Surplus Policy.

4.3.3. Definitions. Whether capitalized or not, within this Section 4.3, the following terms mean:

A. County. The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including all agencies, departments and constitutional offices of the County.

B. Department. Any department, agency or Constitutional office of the County reporting to the County Administrator.

C. Non-Profit. Any 501(c)(3) organization deemed to be serving a public purpose.

D. Property. All tangible property owned by the County except vehicles.

E. Purchasing Agent. The County Administrator is the County's Purchasing Agent and is responsible for the purchasing activity of Fluvanna County.

F. State Agency. Any agency or department of the Commonwealth of Virginia.

G. Surplus Property. Any tangible property that is no longer of use to the County because it is obsolete, uneconomical, uneconomical to repair, valued based only upon its contents, or for any other reason deemed appropriate by the Purchasing Agent.

H. Surplus Vehicle. Any vehicle that is no longer of use to the County because it is obsolete, uneconomical, uneconomical to repair, valued based only upon its contents, or for any other reason deemed appropriate by the Purchasing Agent.

I. Vehicles. All vehicles owned by the County.

4.3.4. Identification of Unused Property and Release of Property

A. All Department heads are responsible for identifying Property and Vehicles within their Department that are no longer used by or of use to such Department. The Department

Heads shall notify the Purchasing Agent in writing specifically identifying such unused Property or Vehicles from time to time, but at least semiannually.

B. Such written notice shall include all known pertinent information regarding the Property or Vehicle including, but not limited to, the following:

1. For Property:

- Type of Property;
- Year of purchase;
- Condition of Property;
- Manufacturer, if applicable; and
- Product identification, if applicable.

2. For Vehicles:

- year, make, and model of vehicle;
- VIN;
- general condition of interior and exterior;
- any known mechanical problems;
- any known major repairs;
- any known accident history;
- number of miles;
- number of doors; and
- other descriptors including, but not limited to, air conditioning, power steering, power brakes, power door locks, cruise control, etc.

C. All computer equipment being released must first be cleared by the IT administrator to ensure that the hard drive has been cleared of all privileged County information, software and documents.

4.3.5. Transfer of Property

A. Notice of Availability. Upon determination by the Purchasing Agent that Property or Vehicle(s) are unused and eligible for transfer, the Purchasing Agent shall notify the heads of Departments that such is available. If the Purchasing Agent deems the Property or Vehicle(s) unsafe or otherwise improper for use by the County, then the Purchasing Agent is authorized to proceed with the Property as Surplus Property, or in the case of a Vehicle, as a Surplus Vehicle under subsection 4.3.6 below.

B. Priority. Preference for transfer of Property or Vehicles shall generally be given to the Department with the most need for it or to the Department who responds first to the notice of availability, as determined by the Purchasing Agent in his sole discretion.

C. Notice of Determination. Upon receipt of requests by Departments to receive the Property or Vehicle(s), the Purchasing Agent shall make a determination as to the most effective

placement of the Property or Vehicle(s) and notify all requestors of the decision.

D. Transfer between County Departments. Should the Purchasing Agent choose to transfer property from one Department to another Department, the notification shall serve as final approval and the receiving Department shall contact the releasing agency for transfer of the Property or Vehicle(s), keys, etc.

4.3.6. Surplus Property and Surplus Vehicle(s)

A. Determination of Surplus Property

1. If the Purchasing Agent deems the Property or Vehicle(s) unsafe or otherwise improper for use by the County, then the Property is Surplus Property, or in the case of a Vehicle, is a Surplus Vehicle.

2. If no Department receives the Property or Vehicle(s) under Section 4.3.5 *supra*, i.e., the Purchasing Agent determines that no Department needs or is eligible to receive the Property or the Vehicle(s), then the Property is Surplus Property, or if a Vehicle, the Vehicle is a Surplus Vehicle.

B. Disposition of Surplus Property by Sale, Trade or Exchange. The Purchasing Agent has the authority to sell all Surplus Property and Surplus Vehicle(s) or to exchange the same for, or trade in the same for other Property or Vehicle(s). All sales of Surplus Property and Surplus Vehicle(s) shall be based on competitive principals and if feasible shall be sold on the basis of competitive bids to obtain the best price and insure that the County receives fair market value. The Purchasing Agent must require competitive sealed bids for any sale of Surplus Property or a Surplus Vehicle estimated to have a fair market value of more than \$50,000; and the Purchasing agent may require competitive sealed bids for any sale in his discretion.

C. Other Disposition of Surplus Property

1. When Applicable. The Purchasing Agent may use the other methods of disposition described herein only if the Purchasing Agent:

(a) Is unable to sell, trade or exchange the Surplus Property or Surplus Vehicle(s) as described in Section 4.3.6.B *supra*; or

(b) Has determined that the Surplus Property or Surplus Vehicle(s) have a nominal fair market value such that sale, trade or exchange is inappropriate.

2. Other Methods of Disposition: If either of the above conditions of 4.1.6.C are met, then the Purchasing Agent may do any of the following:

(a) Transfer of Surplus Property or Surplus Vehicle(s) from County Ownership to a State Agency or Non-Profit. The Purchasing Agent may transfer Surplus Property or Surplus Vehicle(s) from the County to a State Agency or Non-Profit as described

below.

(a) Notification. The Purchasing Agent shall notify heads of State Agencies and Non-Profits that have requested to receive such notifications that Surplus Property or Surplus Vehicle(s) are available.

(b) Priority. In the case of multiple interested parties, the Purchasing Agent shall give priority to Non-Profits operating in the County or offering services to County residents, then to State Agencies locally housed, then to other Non-Profits and finally to other State Agencies.

(c) Conditions. The receiving State Agency or Nonprofit, submits a letter stating the following: “The Surplus Property transfer is in the form of a donation and such donated property will not subsequently be sold.”; and that “Surplus property being received is “as is – where is”. It is understood that this is a gratuitous donation, that no representations or warranties are intended, that the donee assumes responsibility for inspection and use and that donee assumes risks of using the property.” Non-profit agencies must provide a copy of their IRS determination letter to verify their non-profit status.

(d) Pick-Up. It shall be the sole responsibility of the receiving Non-Profit or State Agency to arrange for pick-up of the Surplus Property or Surplus Vehicle(s) within ten (10) working days of notice of donation.

(e) Board of Supervisor Approval for Transfer of Surplus Vehicle(s). In addition to the requirements *supra*, the County Board of Supervisors must approve any transfer of a Surplus Vehicle to a State Agency or Non-Profit.

(b) Transfer to Surplus Property Pool. The Purchasing Agent may order that Surplus Property or Surplus Vehicle(s) be stored with other surplus property and made available at public auction (including online auctioning if authorized and appropriate).

D. Destruction of Property. The Purchasing Agent may order the destruction, removal to landfill or trash disposal of any Surplus Property or Surplus Vehicle(s) with no or nominal fair market value that cannot be otherwise disposed of under provisions of this of this Policy.

Code of Virginia
 Title 15.2. Counties, Cities and Towns
 Subtitle II. Powers of Local Government
 Chapter 9. General Powers of Local Governments
 Article 5. Additional Powers

§ 15.2-953. Donations to charitable institutions and associations, volunteer and nonprofit organizations, chambers of commerce, etc

A. Any locality may make appropriations of public funds, of personal property or of any real estate and donations to the Virginia Indigent Health Care Trust Fund and to any charitable institution or association, located within their respective limits or outside their limits if such institution or association provides services to residents of the locality; however, such institution or association shall not be controlled in whole or in part by any church or sectarian society. The words "sectarian society" shall not be construed to mean a nondenominational Young Men's Christian Association, a nondenominational Young Women's Christian Association, Habitat for Humanity, or the Salvation Army. Nothing in this section shall be construed to prohibit any county or city from making contracts with any sectarian institution for the care of indigent, sick or injured persons. Notwithstanding the foregoing, no organization shall be prohibited from applying for or receiving public funds as part of a neutral grant or funding program from a locality on the basis of the organization's religious status, provided that all government funds received from the locality are used to provide community services for secular purposes without regard to the religious affiliation of the recipients of such services. Nothing in this section shall be construed to absolve or change any existing right or obligation created by the provisions of § 2.2-3904 or 57-2.02.

B. Any locality may make gifts and donations of property, real or personal, or money to (i) any charitable institution or nonprofit or other organization providing housing for persons 60 years of age or older or operating a hospital or nursing home; (ii) any association or other organization furnishing voluntary firefighting services; (iii) any nonprofit or volunteer emergency medical services agency, within or outside the boundaries of the locality; (iv) any nonprofit recreational association or organization; (v) any nonprofit organization providing recreational or daycare services to persons 65 years of age or older; or (vi) any nonprofit association or organization furnishing services to beautify and maintain communities or to prevent neighborhood deterioration. Gifts or donations of property, real or personal, or money by any locality to any nonprofit association, recreational association, or organization described in provision (iv), (v), or (vi) may be made provided the nonprofit association, recreational association, or organization is not controlled in whole or in part by any church or sectarian society. Donations of property or money to any such charitable, nonprofit or other hospital or nursing home, institution or organization or nonprofit recreational associations or organizations may be made for construction purposes, for operating expenses, or both.

A locality may make like gifts and donations to chambers of commerce which are nonprofit and nonsectarian.

A locality may make like gifts, donations and appropriations of money to industrial development authorities for the purposes of promoting economic development.

A locality may make like gifts and donations to any and all public and private nonprofit organizations and agencies engaged in commemorating historical events.

A locality may make like gifts and donations to any nonprofit organization that is exempt from taxation under § 501(c)(3) of the Internal Revenue Code that is engaged in providing energy efficiency services or promoting energy efficiency within or without the boundaries of the locality.

A locality may make like gifts and donations to any nonprofit organization that is exempt from taxation under § 501(c)(3) of the Internal Revenue Code that is engaged in providing emergency relief to residents, including providing the repair or replacement of private property damaged or destroyed by a natural disaster.

A locality may make like gifts and donations to nonprofit foundations established to support the locality's public parks, libraries, and law enforcement. For the purposes of this paragraph, "donations" to any such foundation shall include the lawful provision of in-kind resources.

A locality may make monetary gifts, donations, and appropriations of money to a public institution of higher education in the Commonwealth that provides services to such locality's residents.

Public library materials that are discarded from their collections may be given to nonprofit organizations that support library functions, including, but not limited to, friends of the library, library advisory boards, library foundations, library trusts and library boards of trustees.

C. Any locality may make gifts and donations of personal property and may deliver such gifts and donations to another governmental entity in or outside of the Commonwealth within the United States.

D. Any locality may by ordinance provide for payment to any volunteer emergency medical services agency that meets the required minimum standards for such volunteer emergency medical services agency set forth in the ordinance a sum for each rescue call the volunteer emergency medical services agency makes for an automobile accident in which a person has been injured on any of the highways or streets in the locality. In addition, unless otherwise prohibited by law, any locality may make appropriations of money to volunteer fire companies or any volunteer emergency medical services agency in an amount sufficient to enroll any qualified member of such volunteer fire company or emergency medical services agency in any program available within the locality intended to defray out-of-pocket expenses for transportation by an emergency medical services vehicle.

E. For the purposes of this section, "donations" shall include the lawful provision of in-kind resources for any event sponsored by the donee and, with respect to any association or other organization furnishing voluntary firefighting services or a nonprofit or volunteer emergency medical services agency, the provision of in-kind resources for contract management services for capital projects; assistance in preparing requests for information, bids, or proposals; and budgeting services.

F. Nothing in this section shall be construed to obligate any locality to appropriate funds to any entity. Such charitable contribution shall be voluntary.

Code 1950, §§ 15-16, 15-16.1, 15-16.2; 1952, c. 381; 1959, Ex. Sess., c. 36; 1960, cc. 50, 225, 453; 1962, c. 623, §§ 15.1-24, 15.1-25, 15.1-26; 1964, c. 32; 1974, c. 514; 1994, cc. 254, 317; 1995, c. 333

;1997, c. 587;1998, c. 376;1999, c. 430;2003, c. 182;2004, c. 272;2005, c. 327;2006, c. 118;2007, cc. 292, 592, 641;2008, cc. 612, 632;2010, cc. 509, 600;2014, c. 711;2015, cc. 502, 503;2020, cc. 439, 440;2022, c. 566.

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.

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

TAB E

MEETING DATE:	September 4, 2024				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors August 21, 2024 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday August 21, 2024, be adopted.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goals(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes August 21, 2024.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Courtroom, Fluvanna Courts Building
72 Main Street, Palmyra, VA 22063
August 21, 2024
Regular Meeting 6:00pm**

MEMBERS PRESENT:

Chris Fairchild, Cunningham District, Chair
John M. (Mike) Sheridan, Columbia District, Vice Chair
(entered meeting at 6:03pm)
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 6:01pm, Chair Fairchild called to order the Regular Meeting of August 21, 2024. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

- Mr. Dahl asked to add FOIA Changes and VACo Certified Supervisors’ course to the agenda.

MOTION:	Accept the Agenda, for the August 21, 2024 Regular Meeting of the Board of Supervisors, as amended.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Yes	Yes	Absent
RESULT:	4-0				

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Dahl reported on the following topics:

Announcements and Updates - New Employees

- Trey Walton, Planning Department, Planner/GIS Technician, Started August 14th
 - Bruce Anderson, Public Works, Building Services Supervisor, Started August 16th
- Social Services had their back-to-school program again this year.
- 163 backpacks filled with school supplies were donated by Bybee's Road Baptist Church, Fluvanna Baptist Church and Lake Christian Church.
 - Social Services also had a collection box in the office for employee contributions.
 - This was the most that's ever been donated so a huge thank you goes out to the churches and to Jane Wilson for coordinating the program.

Next BOS Meetings

Day	Date	Time	Purpose	Location
Wed	Sept 4	5:00 PM	Regular Meeting	Circuit Court
Wed	Sept 18	6:00 PM	Regular Meeting	Circuit Court
Wed	Oct 2	5:00 PM	Regular Meeting	Circuit Court

5 - PUBLIC COMMENTS #1

At 6:04pm, Chair Fairchild opened the first round of Public Comments.

- James Schoenster, 843 Jefferson Dr, spoke in support of allowing public participation of the Board meetings via Zoom.

With no one else wishing to speak, Chair Fairchild closed the first round of Public Comments at 6:06pm.

6 – BOARDS AND COMMISSIONS

None.

7 – PRESENTATIONS

None.

8 - ACTION MATTERS

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.

- *The applicant requested a deferral for a year, making the new date August 20, 2025.*

MOTION:	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 until August 20, 2025.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:		Motion		Second	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Resolution to perform a Speed Limit Study on Route 662 – Eric Dahl, County Administrator

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.

MOTION:	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.”				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

9 - PUBLIC HEARING

Public hearing to Enact County Code Section 2-1-7 to Assess an Electronic Summons System Fee – Dan Whitten, County Attorney

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. The fee shall be used to fund software, hardware, and associated equipment costs for the implementation and maintenance of an electronic summons system

At 6:14pm, Chair Fairchild opened the Public Hearing. With no one wishing to speak, Chair Fairchild closed the Public Hearing at 6:14pm.

MOTION:	Approve the amendments to the County Code to enact Section 2-1-7 to assess an electronic summons system fee.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:		Motion	Second		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

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

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.

At 6:17pm, Chair Fairchild opened the Public Hearing. With no one wishing to speak, Chair Fairchild closed the Public Hearing at 6:17pm.

MOTION:	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.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:				Second	Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

10 - CONSENT AGENDA

The following items were discussed before approval:

J - Termination of Declaration of Local Emergency

The following items were approved under the Consent Agenda for August 21, 2024:

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

MOTION:	Approve the consent agenda, for the August 21, 2024 Board of Supervisors meeting.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:		Motion	Second		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

11 - UNFINISHED BUSINESS

Voting District Name Change – Eric Dahl, County Administrator

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.

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.

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.

Notice of changes must be mailed no later than 15 days prior to election.

If the BOS decides to move forward with changes, some decisions required are:

- Which district name to change? Palmyra only or all district names change?
- If a name is selected to change, what is the new name of the district(s)?

- After some discussion, the Board asked staff to bring the Palmyra Voting District name change agenda item to the November 20, 2024 meeting.

Fire Apparatus Sale – the Board discussed options for selling a fire apparatus that is coming to the end of its service. The Board asked to have fair market value established for the apparatus.

12 - NEW BUSINESS

VACo Certified Supervisors Course – Mr. Dahl gave the Board an overview of the course.

FOIA Changes

HB 818 / SB 36 Virginia Freedom of Information Act; amends definition of meeting, provisions of Act.

- Amends the definition of “meeting” as it relates to the Virginia Freedom of Information Act (FOIA) to clarify that a gathering of two or more members of a public body is not a meeting if there is no discussion or transaction of any public business by the members of the public body and that certain educational trainings are not meetings subject to FOIA. The bill is in response to the decision of the Supreme Court of Virginia in *Gloss v. Wheeler* (2023) and is a recommendation of the Virginia Freedom of Information Advisory Council.

13 - PUBLIC COMMENTS #2

At 6:49pm, Chair Fairchild opened the second round of Public Comments.

- Tony O’Brien, 30 Chatham Ln, recognized Mr. Sheridan for a good deed, and his service to the community.

With no one else wishing to speak, Chair Fairchild closed the second round of Public Comments at 6:50pm.

14 - CLOSED MEETING

MOTION:	At 6:51pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.7, & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Litigation – Gate Plaza LLC v. Fluvanna County Board of Supervisors, and Legal Matters – Contract user grants under the water and sewer ordinance in Zion Crossroads.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Second	Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 7:34 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.”				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

15 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, August 21, 2024 at 7:35pm.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

Christopher S. Fairchild
Chair



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.

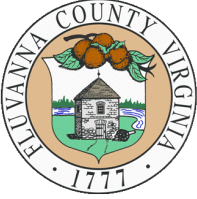
NOW, THEREFORE BE IT RESOLVED, on this 21st day of August 2024, that the Fluvanna County Board of Supervisors hereby requests that the Virginia Department of Transportation conduct a Speed Limit Study on Route 662 (Dobby Creek Road) from the intersection of Route 645 (Beals Lane) traveling south to the 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	X					
John M. Sheridan, Columbia District	X					X
Mike Goad, Fork Union District	X					
Timothy Hodge, Palmyra District	X				X	
Anthony P. O'Brien, Rivanna District	X					

Attest:

Christopher S. Fairchild, Chair
Fluvanna County Board of Supervisors



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.

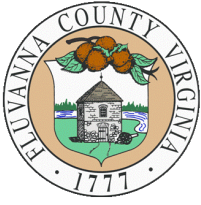
NOW, THEREFORE BE IT RESOLVED that the Fluvanna County Board of Supervisors joins Margaret’s family and friends in congratulating her on her achievements, the award of Eagle Scout status and acknowledges the good fortune of the County to have such an outstanding youth as one of its citizens.

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	X					
John M. Sheridan, Columbia District	X					
Mike Goad, Fork Union District	X				X	
Timothy Hodge, Palmyra District	X					X
Anthony P. O’Brien, Rivanna District	X					

Attest:

 Christopher S. Fairchild, Chair
 Fluvanna County Board of Supervisors



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.

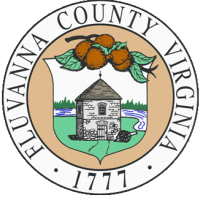
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 21st day of August, 2024:

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

A Copy, teste:

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

Christopher Fairchild
Chair, Board of Supervisors
Fluvanna County, Virginia



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	X					
John M. Sheridan, Columbia District	X					
Mike Goad, Fork Union District	X				X	
Timothy Hodge, Palmyra District	X					X
Anthony P. O’Brien, Rivanna District	X					

Attest:

 Christopher S. Fairchild, Chair
 Fluvanna County Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB F

MEETING DATE:	September 4, 2024				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors August 24, 2024 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday August 24, 2024, be adopted.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goals(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes August 24, 2024.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

**FLUVANNA COUNTY BOARD OF SUPERVISORS
 PLANNING RETREAT MEETING MINUTES
 Fluvanna County Library
 214 Commons Blvd, Palmyra 22963
 August 24, 2024
 Special Meeting 8:00am**

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 (*entered the meeting at 8:37am*)

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
 Kimball Payne, Facilitator/Executive Manager, The Berkley Group

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

At 8:30am, Chair Fairchild called to order the Special Meeting of August 24, 2024. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION:	Accept the Agenda, for the August 24, 2024 Regular Meeting of the Board of Supervisors, as presented.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:		Motion	Second		Motion
VOTE:	Yes	Yes	Yes	Absent	Yes
RESULT:	4-0				

Introductions and Introductory Remarks

- Mr. Payne gave a brief introduction and reviewed the suggested goals for the retreat, themes that would run throughout the day, and the ground rules for a successful retreat.
- Suggested goals for the retreat:
 - Work as a team and develop consensus
 - Encourage input from all Board members
 - Identify major goals within the context of mission, vision, and values
 - Identify objectives and priorities to advance the goals, with assigned responsibility and timelines in the short, medium and longer range
 - Craft a work plan for the next 18 to 24 months
 - Identify longer term issues
 - Understand constraints to progress and identify means to overcome them
- Themes that may run through the day:
 - Board roles and responsibilities; dynamics and processes
 - Board/Administrator roles and relationships
 - Public engagement
 - Limitations – staff, finances, time, statutes, Dillon Rule
- Ground rules
 - Everyone participates; no one dominates
 - Engage
 - Be honest
 - Listen to each other
 - Respect different opinions
 - No idea is too outlandish
 - Seek to understand
 - Ask questions
 - Seek consensus (formal action at a future Board meeting)
 - Silence means consent – speak up if you disagree
 - Use the parking lot for issues that may evade consensus or require more background
 - Have fun
 - We will take breaks when it seems appropriate

Team Building Exercise

Discuss County Mission, and Vision

Mission: Fluvanna County is committed to providing an excellent quality of life for our citizens and businesses through the delivery of competitive public services and programs in an efficient and effective manner.

Vision: Fluvanna County...The heart of Virginia and your gateway to the future. A great place to live, learn, work, and play.

- The Board of Supervisors explored the relevance of the Mission and Vision Statements, and discussed how to update them.

Discuss Values and Operating Principles

Discuss County Operations

At 12:00 p.m. the Board took a break for lunch. The Board reconvened from Lunch at 12:30 p.m.

Common Themes – Issues Mentioned by More Than One Board Member in the Pre-retreat Interviews

- Growth: residential, business, smart growth, rural preservation; comprehensive plan
- Economic development; diversification of the tax base
- Infrastructure; water and sewer extensions, Zion's Crossroads, Fork Union, west on 250; James River Water Authority
- Projects/action items – specificity, follow through, closure, reporting, and accountability
- Long-term planning; shared vision and goals

Identify Major Strategic Goal Areas and Identify Objectives, Priorities, and Timelines Under Each Strategic Goal Area; Assign Responsibilities

- Infrastructure
 - Sewer - Zion Crossroads and Fork Union
 - Water - Fork Union
 - Zion Crossroads Rt 250 Extension
 - Pleasant Grove Park Master Plan
 - New Admin Building
- Government Performance
 - Whole CIP
 - Budget projection tool
 - Asset Management Plan
- Citizen Engagement
 - Implement citizen self-service portal
 - Website upgrade
 - May and November citizen outreach
- Economic Development (enhances tax base and provides employment)
 - Annual report to Board of Supervisors
- Rural Preservation
 - Report on cluster subdivisions – status and options
 - Parcel size report – 1,000 ac, 500 ac, 200ac
 - Comp Plan revision
- Community Development and Enrichment (village, revitalization)
 - Palmyra Streetscape
 - Fork Union Streetscape
 - Incorporate use of \$500,000 Dominion money in context of more robust CIP
 - Create a Columbia Area Plan
- Public Safety
 - FRA incentives plan for volunteers
 - Fire Chief

Organizing for Success

- Quarterly report of plan to track progress

15 - ADJOURN

MOTION:	Adjourn the regular meeting of Saturday, August 24, 2024 at 4:11 pm.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:		Second			Motion
VOTE:	No	Yes	Yes	Yes	Yes
RESULT:	4-1				

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 G

MEETING DATE:	September 4, 2024				
AGENDA TITLE:	MACAA Term Adjustment				
MOTION(s):	I move the Board of Supervisors adjust the MACAA Board appointment term end date for Chris Baca to June 30, 2026.				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	The MACAA Board passed revised bylaws at the annual meeting in June 2024 which adjusts the MACAA Board terms to be three years instead of two, provides for a limit of two consecutive terms, and establishes staggered terms, which requires adjusting the end dates of the existing board terms. The adjusted term for Chris Baca, Fluvanna County Representative for the MACAA Board will be changed from June 5, 2024 through October 31, 2025 to a new end date of June 30, 2026.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	MACAA Memo				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

To: MACAA Board
From: Sarah Shalf, Chair
Re: Staggered Terms/Classes
Date: August 22, 2024

Pursuant to our new Articles and Bylaws, and the accompanying memo aligning board terms, all approved by the Board in our annual meeting on June 27, 2024, our new board member classes and expiration dates are as follows:

Class 1: June 30, 2025 Term Expiration:

1 **Constituent** representative [currently vacant]

Thomas (option to renew 1 term)

Wood (option to renew 1 term)

Smith (no renewal – termed out)

Charlottesville City Representative: Shalf (no renewal – termed out)

Class 2: June 30, 2026 Term Expiration (all renewable 1 3-year term):

Louisa County Representative: Critics

Nelson County Representative: Mische

Fluvanna County Representative Baca

Burdette

Farley

June 30, 2027 Term Expiration:

Albemarle County representative [currently vacant]

2 **Constituent** representatives [currently vacant]

2 **Community** representatives [currently vacant]

Color code: **Public Sector**, **Constituent**, **Community**

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

TAB H

MEETING DATE:	September 4, 2024				
AGENDA TITLE:	Accept Dedication of Easement from Robert W. Brown				
MOTION(s):	I move that the Board of Supervisors accept the dedication of temporary construction easement from Robert W. Brown and authorize the County Administrator to execute the Deed of Easement subject to approval as to form by the County Attorney.				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Motion to approve the dedication of temporary construction easement				
TIMING:	Record dedication of temporary construction easement after approval by the Board				
DISCUSSION:	<ul style="list-style-type: none"> • Robert W. Brown is the owner of property located on U.S. Route 250 and identified as Tax Map # 4-A-14. • Mr. Brown desires to dedicate a temporary construction easement to the County in order to complete a punchlist project for Zions Crossroads waterline. • The easement is shown on the attached Plat. • The County Attorney has drafted the attached deed of dedication. 				
FISCAL IMPACT:	\$100 from FY25 Zion Crossroads Water and Sewer project budget				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Deed of dedication of temporary construction easement with an attached plat 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

Document Prepared By:
Dan N. Whitten (VSB #79205)
Fluvanna County Attorney
132 Main Street
Palmyra, Virginia 22963

Tax Parcel No.: 4-A-14

Consideration: \$100.00
Assessed Value: N/A

**Exempt from recordation taxes and recordation fees pursuant to
Sections 17.1-266, 58.1-811(A) (3), and 58.1-811(D) of the Code of Virginia**

DEED OF TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF TEMPORARY EASEMENT, made this ____ day of _____, 2024, by and between **ROBERT W. BROWN** and his heirs, successors and assigns (“Grantor”), whose address is 2694 Richmond Road, Troy, VA 22974, and **THE COUNTY OF FLUVANNA**, a political subdivision of the Commonwealth of Virginia (“Grantee”)

RECITALS:

1. Grantor is the owner of certain real property (the “Property”) in the County of Fluvanna, Virginia, as shown on the plat attached hereto (“**Exhibit A**”), and identified as Parcel 4-A-14 on the Tax Map of Fluvanna County.
2. The Grantee requires temporary access to the portion of the Property shown on **Exhibit A** in order to complete the construction of a public water and sewer system in the Zion Crossroads area as authorized by the Fluvanna County Board of Supervisors on November 1, 2017.
3. Grantor is willing to convey to Grantee that temporary easement in the location shown on **Exhibit A**.

NOW, THEREFORE, That for and in consideration of the sum of one hundred dollars (\$100.00) and other good and valuable consideration, the receipt of which is hereby acknowledged,

the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a Temporary Easement for the purpose of installing, constructing and inspecting water mains, and other appurtenant facilities for the distribution and transmission of water within the permanent utility easement and right of way adjacent to the property of Grantor located in Palmyra District, Fluvanna County, Virginia, together with all rights and privileges hereinafter enumerated pertaining to said property.

The physical boundaries across the property of the Grantor of the temporary easement is indicated on the plat made by Dewberry Engineers, dated March 15, 2024, entitled “Easement Plat Showing a 10’ Temporary Construction Easement Across the Property of Robert W. Brown Tax Map 4-A-14 Palmyra District Fluvanna County, Virginia,” a copy of which is attached hereto (“**Exhibit A**”) and to be recorded herewith as part hereof.

Further, this Temporary Easement is granted subject to the following conditions:

1. At no time shall Grantor charge Grantee for the use of the property occupied by Grantee or for the privilege of exercising the rights granted under this Temporary Easement.
2. Grantee, its agents and employees, for the purpose of installing, constructing, and inspecting its facilities, shall have the right of ingress and egress over the Temporary Easement in such manner as shall occasion the least practicable damage and inconvenience to Grantor. Grantee shall repair damage to roads, fences or other improvements caused by it, its agents or employees, while exercising this right of ingress and egress or shall pay Grantor for any damage done in the exercise of its right of ingress and egress, provided Grantor gives notice thereof to Grantee within sixty days after such damage occurs.
3. Grantee shall have the right to use land of the Grantor adjoining the Temporary Easement to the extent necessary to facilitate the uses named; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, reconstruction, replacement, alteration, maintenance, inspection, operation, and/or repair of the facilities, and then only to the minimum extent necessary for such work; and further, this right to use adjoining land shall not be construed to allow the Grantee to erect any building or structure of a permanent nature on such adjoining land.
4. Grantee, its agents and employees, shall have the right to alter, trim, cut, and remove all trees, limbs, undergrowth, shrubbery, landscape plantings of any kind, fences, buildings, structures or other obstructions or facilities, natural or artificial, on or in the said Temporary Easement which it deems, in any way, to interfere with the proper and efficient inspection,

construction and installation of Grantee's facilities in the permanent utility easement and right of way; provided, however, that unless hereinafter otherwise agreed, except for trees, limbs, and undergrowth removed, Grantee shall repair, restore, or replace any and all facilities currently located on or in the said Temporary Easement which may be disturbed, damaged or removed to as nearly as possible to their original condition, and shall remove all trash and other debris generated by its work from the Temporary Easement and shall restore the surface thereof to as nearly as possible to its original condition.

5. Grantor reserves the right to make use of the Temporary Easement herein granted in a manner not inconsistent with the rights herein conveyed or which does not interfere with the use of the easement by Grantee for the purposes aforesaid; provided, however, that unless hereinafter otherwise agreed, Grantor shall not erect any building or other structure on this Temporary Easement prior to or during construction of the utilities in the permanent utility easement and right of way.
6. Upon completion of construction, repair, alteration, replacement, or removal of water mains or appurtenant facilities in the permanent utility easement and right of way, this Temporary Easement granted hereby shall be inoperative and of no further force and effect.
7. It is agreed among the parties hereto, that this grant covers all the agreements between the parties and no representation or statements, verbal or written, have been made, modifying, adding to or changing the terms of this Temporary Easement. This Deed of Temporary Easement contains the entire understanding of the parties and may not be modified except by subsequent writing signed on behalf of the party or parties to be bound thereby.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Grantor has caused this Deed of Temporary Construction Easement to be executed on its behalf by its duly authorized representative.

Grantor:
ROBERT W. BROWN

By: _____
Print Name:
Title:

COMMONWEALTH OF VIRGINIA:

County of _____, to-wit:

The foregoing instrument was acknowledged before me on the ____ day of _____, 20____, by Robert W. Brown.

Notary Public

Notary Registration Number: _____
My Commission expires: _____

[Notary Seal]

ACCEPTED this ____ day of _____, 2024, on behalf of the County of Fluvanna, Virginia, in accordance with Virginia Code § 15.2-1803 (1950), as amended, as authorized by motion of the Board of Supervisors of Fluvanna County, Virginia, at its meeting on _____, 2024.

Grantee:

THE COUNTY OF FLUVANNA

By: _____

Eric Dahl, County Administrator

COMMONWEALTH OF VIRGINIA:

County of Fluvanna, to-wit:

The foregoing instrument was acknowledged before me on the ____ day of _____, 20____, by Eric Dahl, County Administrator of the County of Fluvanna, on behalf of such entity.

Notary Public

Notary Registration Number: _____

My Commission expires: _____

[Notary Seal]

Prepared and approved as to form:

County Attorney

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB I

MEETING DATE:	September 4, 2024				
AGENDA TITLE:	Proposal for Professional Engineering Services for Communication Tower Inspection and Mapping Services				
MOTION(s):	<p>1) I move the Board of Supervisors approve Project Agreement 04 with Dewberry Engineers, Inc. for professional engineering services and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.</p> <p style="text-align: center;">AND</p> <p>2) I move the Board of Supervisors approve a supplemental appropriation for the County Administrator’s budget in the amount of \$5,300, with the funding to come from Board of Supervisors contingency.</p>				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve Project Agreement 04 and approve transfer of funding				
TIMING:	Normal				
DISCUSSION:	<ul style="list-style-type: none"> Cityscape Consultants serves as the County’s consultant for all communication towers owned by the County. Cityscape has recommended inspection and mapping services for the communication tower located next to the Company 1 Fire Station. Dewberry will provide communication tower inspection and mapping services for \$5,300. 				
FISCAL IMPACT:	\$5,300 from the FY25 Board of Supervisors Contingency to be transferred to County Administrators Budget				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	<ul style="list-style-type: none"> Project Agreement 04 Dewberry Proposal for Engineering Services 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			X



August 26, 2024

Mr. Dan N. Whitten, Esq.
County Attorney
County of Fluvanna
132 Main Street
Palmyra, Virginia 22963

VIA E-MAIL

**RE: Proposal for Professional Engineering Services
Communications Tower Inspection and Mapping Services**

Dear Mr. Whitten:

Dewberry Engineers Inc. (Dewberry) is pleased to submit our proposal, in response to your request, to provide professional services for inspection and mapping services for the communications tower located next to the Company 1 fire station at 14567 James Madison Hwy, Palmyra, VA 22963. The Work will be performed in accordance with the Term Agreement for Professional Engineering Services, executed January 19, 2024.

PROJECT UNDERSTANDING

Dewberry understands Fluvanna County would like Dewberry to perform inspection and mapping services for the communications tower owned by the County and located next to the Company 1 fire station at 14567 James Madison Hwy, Palmyra, VA 22963.

SCOPE OF SERVICES

Task 1 – Tower Inspection

1. Visit tower, climb and inspect all aspects of existing monopole tower as it pertains to the requirements of the TIA-222 standard. The foundation and anchor bolts will be visually inspected. (Subconsultant)
2. Prepare inspection report, with photos as needed.

Task 2 – Tower & Appurtenance Mapping

3. Map all equipment and appurtenances on existing monopole tower. Comprehensive foundation mapping and inspection is not included. (Subconsultant)
4. Prepare mapping report with photos.

Mr. Dan N. Whitten, Esq.
Proposal for Professional Engineering Services
Communications Tower Inspection and Mapping Services
August 26, 2024
Page 2 of 2

SCHEDULE

Dewberry assumes the following design schedule:

Project Kickoff and Preliminary Field Work.....Within 2 weeks of NTP
Draft and Finalize Report.....Within 2 weeks of tower climb
Total Project Duration.....Less than 1 month

FEE

Dewberry proposes to perform the scope of services described herein for a lump sum fee of **\$5300**.

- Tower Inspection per the requirements of the TIA-222 standard - **\$2450**
- Tower & Appurtenance Mapping (foundation mapping not included) - **\$2850**

CLARIFICATIONS AND EXCLUSIONS

1. Specific services outside of those identified in the Scope of Services outlined above will be deemed an additional service.
2. Services for environmental investigations, threatened and endangered species, wetland delineations, cultural resource surveys, and any associated permitting are excluded.
3. Geotechnical services, soil testing, and materials testing are not included.

We look forward to the opportunity to serve Fluvanna County on this project. If you have any questions, or require additional information, please feel free to contact us.

Sincerely,
Dewberry Engineers Inc.



Bradley Rose
Associate, Senior Project Manager

PROJECT AGREEMENT # 04
TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR
PROFESSIONAL SERVICES

Communication Tower Inspection and Mapping Services

This Project Agreement #04 (the "Project Agreement") made this ___ day of _____, 2024 between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the "Consultant"), a New York corporation authorized to transact business in Virginia, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 19th day of January, 2024 (including all exhibits, and as modified by any amendments or addendums thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

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

Whereas, the Consultant submitted a proposal letter dated August 26, 2024 entitled "Proposal for Professional Engineering Services Communication Tower Inspection and Mapping Services" (the "Proposal") which is attached hereto as **Exhibit 1** and made a material part hereof;

Whereas, the County desires that the Consultant complete the work and services set forth in the Proposal, including, without limitation, the services described in the "Scope of Services" section are generally described therein as:

- The purpose of this task order is for the Consultant to perform inspection and mapping services for the communications tower owned by the County and located next to the Company 1 fire station at 14567 James Madison Hwy, Palmyra, VA 22963.

Now therefore, for good and valuable consideration, the parties hereby agree as follows:

ARTICLE I: THE AGREEMENT

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

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

ARTICLE II: TASK ORDER

Consultant shall provide all work and services as needed and necessary or desired to complete Services on the Task Order consistent with all provisions of this Project Agreement, the Proposal, and the Agreement.

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

Elizabeth Herington-Smith
 VP/General Manager
 Direct Line: 561-541-3104
 CITYSCAPE CONSULTANTS, INC.
 Toll Free: 877-438-2851 Ext.102

Billing inquiries should be directed to Victoria Melton, Finance Director, whose contact information appears below in Article VI.

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

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

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

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

ARTICLE IV: FEES

The Consultant shall receive up to a not-to-exceed total of FIVE THOUSAND THREE HUNDRED DOLLARS ANDS NO/100 (\$5,300.00) based on actual time worked; and which shall be payable by the County MONTHLY based on actual time worked upon Final Completion of the Services.

The flat fee is a not-to exceed amount. The hourly fees up to the not-to-exceed total per task shall be payable by the County upon proper invoice by the Consultant as described herein. The Consultant shall submit invoices to the County monthly for services actually rendered on each subtask and upon final completion. The invoice shall describe the services rendered to date with specificity. The Consultant will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work by the County in the County's sole discretion ("Final Completion"). No invoice may be provided by the Consultant to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees invoiced or due under this Project Agreement exceed \$5,300.00 total.

Notwithstanding anything to the contrary contained in the Proposal, the Consultant shall be paid the lower of the hourly rate for the title/type of person actually performing the work set forth in the Proposal hereto or the hourly rate set forth in Exhibit 3 to the Agreement (being that Term Contract between County and Architect/Engineer for Professional Services dated January 19, 2024); up to the not-to-exceed fees for the Task Order Services set forth in this Project Agreement. For clarification, the rate charged for a "Project Manager" would only apply if that person was at minimum an "Engineer VI"; and so forth consistent with or less than the rates as set forth in the Agreement. The County shall be billed for increments of an hour based on Consultant's standard procedure except as otherwise required by the Agreement.

The fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials necessary or desirable for completion of the task specified.

ARTICLE V: TERM

Consultant shall with due diligence and dispatch assiduously pursue this Task Order to completion. In any event such Services and work on this Task Order must be completed to the sole satisfaction of the County no later than one (1) month from the date the County executes this Project Agreement, time being of the essence.

ARTICLE VI: MISCELLANEOUS

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

County:

ATTN: Victoria Melton, Finance Director
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone (434) 591-1930
FAX (434) 591-1931

Consultant:

Dewberry Engineers Inc.
ATTN Dan Villhauer
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Telephone: (804) 290-7957
Facsimile: (804) 290-7928

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

[Signature page to follow.]

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

Consultant:
Dewberry Engineers Inc.

County:
Fluvanna County:

By: _____
Name: Danylo A. Villhauer
Title: Vice President

Date: _____

By: _____ Date: _____
Name: Eric M. Dahl
Title: County Administrator

Approved as to form:

By: _____
Fluvanna County Attorney

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

TAB J

MEETING DATE:	September 4, 2024				
AGENDA TITLE:	FSPCA Public Animal Shelter Services Agreement				
MOTION(s):	I move to approve the Agreement with the Fluvanna Society for the Prevention of Cruelty to Animals (FSPCA) to provide Public Animal Shelter Services for Fluvanna County and authorize the County Administrator to sign the Agreement subject as to approval as to form by the County Attorney.				
BOS 2 YEAR GOAL?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Current				
DISCUSSION:	<ul style="list-style-type: none"> • New contract term retroactively effective to September 1, 2024, for twenty-four months. • May be renewed automatically up to three times for twelve-month terms. • The Board will appropriate this amount in each annual budget. • County will provide reasonable facilities and equipment maintenance support. • County will forward to FSPCA any funding received from the state for spay and neuter services. 				
FISCAL IMPACT:	The annual amount would be approved by the Board of Supervisors in the fiscal year budget.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Agreement for the Provision of Public Animal Shelter Services				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			

**AN AGREEMENT BETWEEN FLUVANNA COUNTY SOCIETY FOR
THE PREVENTION OF CRUELTY TO ANIMALS AND THE COUNTY
OF FLUVANNA, VIRGINIA FOR THE PROVISION OF PUBLIC ANIMAL
SHELTER SERVICES**

This Agreement for the Provision of Public Animal Shelter Services (this “Agreement”) as defined in 3.2-6546 Code of Virginia, made as of this ____ day of _____, 2024, by and between the FLUVANNA COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a not-for-profit entity organized under the laws of the Commonwealth of Virginia (“FSPCA”), and the COUNTY OF FLUVANNA, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “County”).

WHEREAS, the County is required by law to maintain or cause to be maintained a shelter and to provide certain services, pursuant to the guidelines established by the Virginia Department of Agriculture and Consumer Services, §3.2-6546 of the Code of Virginia, as amended (together with other applicable laws and regulations, including County regulations of which the FSPCA has received reasonable prior written notice, “applicable law”); and

WHEREAS, the FSPCA operates a facility at 5239 Union Mills Road, in Troy, Virginia (the “Facility”) and has for many years provided such shelter services to the County; and

WHEREAS, the County desires to have the FSPCA continue to provide Public Animal Shelter Services (as hereinafter defined) on their behalf, and the FSPCA desires to provide Public Animal Shelter Services on behalf of the County, in accordance with applicable law, and pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and subject to the terms and conditions herein set forth, the parties mutually covenant and agree as follows:

- I. **New Agreement; Term of Agreement.** This Agreement replaces in its entirety the covenants and agreements between the County and the FSPCA. The initial term of this Agreement shall be for twenty- four (24) months, commencing as of September 1, 2024 (the "Commencement Date"). Thereafter, this Agreement shall be renewed up to three times, automatically, as of each successive anniversary of the Commencement Date, for additional twelve (12) month terms (each twenty-four months of the initial term and any twelve month renewal term, an "Agreement Year"); provided, however, that following the expiration of the initial twenty-four (24) month term, either party may terminate its obligations under this Agreement by either party providing at least twelve (12) months’ prior written notice to the other party of its intention to terminate.

- II. **Public Animal Shelter Services.** The FSPCA shall provide Public Animal Shelter Services for all Animals (as hereinafter defined) delivered to the Facility by the Sheriff’s Animal Control Officers or Deputy Sheriff’s (hereby collectively referred to as "ACOs"), including owned Animals surrendered to or confined by the ACOs, and for all Animals

delivered to the Facility by residents of Fluvanna County. For purposes of this Agreement, "Public Animal Shelter Services" shall mean the confinement and care of Animals delivered to the Facility, as more particularly described in Section IV of this Agreement, and "Animals" shall mean domesticated dogs and cats, which excludes feral cats. Except as otherwise expressly provided in this Agreement, or as required by applicable law, the manner in which Public Animal Shelter Services are provided, including, without limitation, the hours of operation and staffing of the Facility, shall be in the sole reasonable discretion of the FSPCA.

III. Compensation for Public Animal Shelter Services. In consideration for the provision of Public Animal Shelter Services, the County shall pay to the FSPCA the following amounts:

- A. A monthly fee equal to an amount reasonably sufficient to defray the cost of providing public pound services as provided herein and as approved annually by the Board of Supervisors in the County's annual budget, divided by twelve (12) (the "Monthly Fee").
- B. The County will separately invoice FSPCA for other amounts paid directly by the County for services or goods that were directly related to Public Animal Shelter services that should have been paid by FSPCA.
- C. The County shall provide reasonable facilities and equipment maintenance support (e.g., materials, labor, contracted services, and the like) to the FSPCA to ensure Public Animal Shelter operations are in compliance with State law, regulations, and guidelines. If the FSPCA terminates this agreement with the County per Sec. I within two years of the County making such facility or equipment repairs and upgrades exceeding \$1,000 in cost, the FSPCA shall reimburse the County on an amortized scale for the cost of said repairs.
- D. The improvements provided pursuant to this subsection C shall be coordinated with the FSPCA to minimize disruption to FSPCA operations, performed in a workmanlike manner and to meet State Veterinarian requirements for Public Animal Shelters. Should the County fail to make contributions pursuant to this section within a reasonable time, the FSPCA shall have the right to terminate the contract upon thirty (30) days written notice to the County.
- E. To the extent that the FSPCA may desire additional improvements above and beyond those required by State law and regulations for the contracted Public Animal Shelter operations, the cost of any such additional improvements shall be the responsibility of the FSPCA.

- F. Nothing in this agreement shall be deemed to prevent the FSPCA from charging fees for services to owners of animals, including, but not limited to, persons adopting animals, retrieving lost animals, and retrieving animals to which veterinary services have been provided.
- G. The County will forward to FSPCA any funding received from the State for spay and neuter services.

IV. Responsibilities of the FSPCA. The FSPCA shall provide Public Animal Shelter Services as follows, in accordance with and to the extent permitted by applicable State law, regulations and local ordinances, and as may be amended or modified from time to time as agreed to by the parties in writing in accordance with Section XII of this Agreement:

- A. Confinement and care for all dogs and cats (“Animals”) delivered to the Facility by the ACOs. “Confinement” for the purposes of this agreement shall include housing Animals for any lawful purpose that is deemed necessary by the ACOs. “Care” shall be to the same standards as defined by the Code of Virginia in § 3.2-6503; Care of companion animals by owner.
- B. Confinement and care for feral cats solely for the purposes of rabies quarantine, as defined in § 3.2-6522 Code of Virginia, if the County provides a proper feral cat containment cage or structure. The Animal Control Officers shall be responsible for placement and removal of quarantined feral cats to/from containment cages.
- C. Confinement and care for Animals delivered to the Facility by County residents to the extent that such confinement and care is required or permitted by law or by County policy.
- D. Place, hold, euthanize, transfer, or otherwise dispose of confined Animals in accordance with the law, County policy, or by order of a court of competent jurisdiction.
- E. Arrange for proper medical treatment of Animals in accordance with State law.
- F. Provide applicable license and documentation as required by applicable law.
- G. Maintain and publicize appropriate hours of operation.
- H. Maintain accurate written or computerized accounts of all Animals confined (except where the ACOs are required to maintain such records, as provided in this Agreement).
- I. Permit authorized representatives of the County to access FSPCA confinement records, upon reasonable prior notice.

- J. Deliver to the County within ten (10) days of receipt copies of any letters, notices, or other correspondence from the State regarding violations identified during inspections of the Facility.
- K. Perform all procedures required by applicable law, including those relating to Animals confined pursuant to Dangerous Dog statutes and Animals confined for biting humans or other animals.
- L. Respond in a timely manner to any violations that are identified, in writing, as a result of State inspections of the Facility.
- M. Allow the ACOs to have access to the Facility premises for the purpose of delivering Animals twenty-four (24) hours a day.
- N. Properly dispose of euthanized Animals.
- O. Provide regular maintenance and cleaning of the Facility, as required by applicable law.
- P. Ensure confinement space is available at all times for Animals delivered by the ACOs, with at least two designated holding areas for ACO use after regular Facility hours.
- Q. Provide reasonable and necessary veterinary treatment and vaccinations to the same standards as defined in Section IV.A above to Animals confined by ACOs at no additional cost to the County.
- R. Spay/neuter and microchip all Public Shelter Animals prior to adoption unless otherwise recommended by a licensed veterinarian.
- S. Notify the local office of the Virginia Department of Health and the Fluvanna County Sheriff's Office of biting Animals delivered by parties other than ACOs, confine such Animals in accordance with applicable law, and ensure that such Animals are available for inspection by the Virginia Department of Health at the end of the applicable confinement period.
- T. Comply with all other requirements for Animal confinement under applicable laws.
- U. Establish and maintain books and records relating to the operations of the Facility, in accordance with generally accepted accounting principles; and at any reasonable time(s) and upon reasonable prior request, provide to the County and its authorized agents, access to its books and records so that the County may confirm that the FSPCA is complying with the provisions of this Agreement.

- V. **Responsibilities of the County.** The County shall pay the Compensation for Public Animal Shelter Services as provided herein. In addition, the County covenants and agrees to:
- A. Deliver to the Facility, Animals seized pursuant to State law and local ordinances, Animals voluntarily surrendered, or Animals of unidentified ownership.
 - B. Designate a supervising County official to whom the FSPCA may deliver routine communications, notifications and any other requests.
 - C. Deliver to the Facility within ten (10) days of receipt copies of any letters, notices, or other correspondence from the State regarding violations identified during inspections of the Facility.
 - D. Require ACOs to comply with the FSPCA's check-in procedures and all other written, reasonable rules and regulations of the FSPCA, provided that any rules and regulations affecting the provision of Shelter Services do not, in the reasonable judgment of the County, impair the provision of Shelter Services under this Agreement.
 - E. Require ACOs and all other County personnel to comply with applicable law in the handling and delivery of Animals to the Facility.
 - F. In the case of owned Animals surrendered to an ACO for disposal, provide an admittance form complying with applicable law, with the owner's signature.
 - G. In the case of any dead Animals ACOs deliver to the Facility, provide a written description of the location found and probable cause of death.
 - H. In the case of any biting Animal picked up by an ACO, provide, in writing, the owner's name (if known), contact information and any information known to the ACO regarding the circumstances of the bite, and notify the local office of the Virginia Department of Health.
 - I. In the case of any Animal with aggressive behavior or any other serious behavioral issue known to or described to an ACO, provide such information, in writing, on the FSPCA admission form.
 - J. Permit the FSPCA control, to the extent permitted by law, over all Animals upon delivery by ACOs to the Facility, including decisions regarding euthanasia; provided, however, that ACOs may suggest euthanasia by providing reasons for such suggestion, in writing, contemporaneously with delivery of such Animals. Animals confined pursuant to criminal violations shall not be released, moved from the FSPCA, or euthanized without written permission from the ACO or court of competent jurisdiction, and such permission shall not be unreasonably withheld by the ACO.

- K. Provide 48 hours advance notice, when practicable, to the FSPCA in cases of a large number of animals confiscated from one situation (a large number shall be greater than 5 animals).
 - L. Handle stray and injured Animal calls in the County, as applicable.
 - M. Coordinate with the FSPCA to identify alternate confinement site(s) for Animal intakes during a contagious disease outbreak at the Facility, or in the case of a large number of Animal seizures, or for all Facility Animals during natural disasters, widespread Facility repair, or extenuating circumstances that may cause the Facility to be temporarily uninhabitable. The FSPCA shall be responsible for staffing any such alternate sites.
 - N. Be responsible for the routine care and emergency veterinary treatment of all Animals seized by ACOs until such animals are delivered to the care and custody of the FSPCA. For purposes of this Agreement, Animals left at the Facility by ACOs after regular Facility hours are in the care and custody of the FSPCA following acknowledged notification (e.g., phone, text, or email) by the ACOs to a member of the shelter's Leadership Team. The County acknowledges that it does not have the authority to act on behalf of, contract, or bind the FSPCA for payment of veterinary care or other treatment of animals.
 - O. A list of leadership team members available to confirm intake shall be provided to the County upon execution of this agreement and shall be updated promptly from time to time upon changes in the leadership team membership.
- VI. Default.** Failure by the County to pay any installment of the Monthly Fees within thirty (30) days following the date on which such payment is due shall constitute a default hereunder as to the County. Failure by the County to cure such default, or failure by either the County or the FSPCA to cure any other material breach of this Agreement, within thirty (30) days following receipt of written notice thereof, may result in immediate termination of this Agreement at the election of the non-defaulting party. Such termination shall be in addition to any and all other available remedies.
- VII. Insurance.** The FSPCA shall procure and maintain Commercial General Liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) combined limits per occurrence. Such policy must name the County of Fluvanna, Virginia as additional insured and must contain provisions preventing cancellation, non-renewal or expiration unless written notice is given to the County at least thirty (30) days in advance. The FSPCA shall provide proof of insurance to the County upon request.
- VIII. Indemnification.** The FSPCA shall be responsible for, shall defend against and shall indemnify and hold the County Indemnitees (as hereinafter defined) harmless from and against, any and all lawsuits, claims, demands, losses or actions made or taken against any of the County Indemnitees based upon, arising from, or incident to the decisions

and/or actions of the FSPCA or any of its officers, directors, employees, agents or volunteers in the performance of the obligations of the FSPCA pursuant to this Agreement. For purposes hereof, the "County Indemnitees" shall mean, collectively, the County and its Board of Supervisors, employees, representatives, officials and agents.

- IX. Annual Appropriations.** To the extent that the County's obligations hereunder shall extend beyond the current fiscal year, the same shall be subject to annual appropriations by the Board of Supervisors, in each succeeding fiscal year, of funds sufficient to discharge the same. In the event that the County shall fail to appropriate sufficient funds therefore, this Agreement shall terminate at the end of the then-current Agreement Term upon notice of same to the FSPCA.
- X. Assignment.** No party shall assign or transfer all or any part of its right, title or interest in this Agreement, without the prior written consent of the other party.
- XI. Governing Law.** This Agreement shall be governed by the laws and regulations of the Commonwealth of Virginia.
- XII. Notices.** All notices required to be given under this Agreement shall be delivered, either via Hand Delivery, first-class registered mail, or electronic mail, as follows:

To the FSPCA:

Attn: President
Fluvanna SPCA
5239 Union Mills Road
Troy, VA 22974
president@fspca.org

To the County:

Attn: County Administrator
County of Fluvanna
P.O. Box 540
Palmyra, VA 22963
coad@fluvannacounty.org

- XIII. Complete Agreement; Amendments.** This Agreement constitutes the final expression of the parties and supersedes all previous agreements and understandings, written or oral, relating to the rights and responsibilities of the parties hereunder. This Agreement may not be altered, amended or modified except by written instrument executed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties do hereby set forth their signatures, and do hereby represent that the individuals who have executed this Agreement have been duly authorized to bind the County and the FSPCA to the terms and conditions hereof.

[Signature page follows.]

FOR FLUVANNA COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS:

President, Board of Directors

Date

APPROVED AS TO FORM:

FSPCA Attorney

Date

FOR FLUVANNA COUNTY, VIRGINIA:

County Administrator

Date

APPROVED AS TO FORM:

Fluvanna County Attorney

Date

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

TAB K

MEETING DATE:	September 4, 2024				
AGENDA TITLE:	FY24 Historic Courthouse Grant Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$2,015 to the FY24 Historic Courthouse CIP Budget for additional state revenue received from the Virginia Department of Historic Resource Grant.				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Tori Melton, Director of Finance				
PRESENTER(S):	Tori Melton, Director of Finance				
RECOMMENDATION:	I recommend the approval of the motion as stated above.				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The County received additional revenue above the projected revenue for FY24. • The BOS adopted amount for FY24 totaled \$307,985, which is \$2,015, less than the amount received of \$310,000. 				
FISCAL IMPACT:	Approval will allow finance to increase the FY24 revenues and expenditures by \$2,015.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB L

MEETING DATE:	September 4, 2024				
AGENDA TITLE:	Memorandum of Understanding with Antioch Baptist Church				
MOTION(s):	I move the Board of Supervisors approve the Memorandum of Understanding between Fluvanna County and Antioch Baptist Church, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
BOS 2 YEAR GOAL?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Antioch Baptist Church has allowed the County to use its building as a polling place for many years. • An MOU will formalize each party’s respective duties. • The MOU will term will continue through June 30, 2029, with 2 automatic 1 year renewal terms. • The County will pay \$100 rent to Antioch Baptist Church each year. 				
FISCAL IMPACT:	County’s costs for polling places are part of the FY25 budget				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • MOU between Fluvanna County and Antioch Baptist Church 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

**MEMORANDUM OF UNDERSTANDING BETWEEN FLUVANNA COUNTY,
THE ELECTORAL BOARD OF FLUVANNA COUNTY AND
THE TRUSTEES OF ANTIOCH BAPTIST CHURCH**

This Memorandum of Understanding ("MOU") made and entered into this _____ day of _____, 2024, by and between the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia ("County") the ELECTORAL BOARD OF FLUVANNA COUNTY, VIRGINIA, a public body created by the Commonwealth of Virginia ("Board") and the TRUSTEES OF ANTIOCH BAPTIST CHURCH, ("Antioch Baptist Church"), provides as follows:

WITNESSETH:

WHEREAS, Antioch Baptist Church is the owner of a certain parcel of real property located at 4422 Antioch Road, Scottsville, Virginia 24590 ("Property"), which Property is improved with a building commonly known as the Antioch Baptist Church ("Building"); and

WHEREAS, the Board is desirous of leasing space within the Building for use as a voting place for public elections conducted in Fluvanna County;

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

1. Right to occupy on Election Day. On the day of each election conducted in Fluvanna County during the term of this MOU from 5 A.M. to 9 P.M., Antioch Baptist Church does hereby grant to the Board and the Board does hereby accept from Antioch Baptist Church the exclusive use of the Building, together with necessary ingress and egress; telephone service; customary utility service, including usual and customary heating, lights, plumbing and water use, and electrical system; and adjacent parking. The Board shall accept the Building "as is," except for latent, hidden defects. To the extent possible, the Building being used as a polling place shall be a controlled environment, with restricted access, to prevent interruption from the general public. To the extent possible, no other gatherings shall interfere with the election process.

2. Term of agreement. The term of this MOU shall commence on the date that this MOU is fully executed and shall continue through June 30, 2029, unless sooner terminated as hereinafter provided. It is understood and agreed by and between the parties that the term of this MOU shall extend for two (2) additional periods of one (1) year each, unless the Board gives Antioch Baptist Church written notice of termination thirty (30) days in advance of any such extension.

3. ADA Compliance. Antioch Baptist Church agrees that the Building used as the polling

place pursuant to this MOU shall be accessible to voters as required by the Virginians with Disabilities Act, the Voting Accessibility for the Elderly and Handicapped Act, and the Americans with Disabilities Act and any and all other applicable local, state and/or federal laws or regulations.

4. Rental. The Building shall be made available to the Board at a cost of One Hundred and No/100 Dollars (\$100.00) per year.

5. Cancellation and termination. Antioch Baptist Church may cancel and terminate this MOU upon prior written notice of ten (10) months to the Board and the County, such time being required to enable the Board to comply with the provisions of all applicable laws including all Voting Rights Acts. The Board or County may cancel and terminate this MOU at any time for its convenience and at its discretion.

6. Election property. Antioch Baptist Church agrees that the election materials and equipment of the Board may be delivered to the Building before Election Day, subject to coordination with the designee(s) of Antioch Baptist Church, and collected from the Building following the Election Day at times mutually convenient to the Board and Antioch Baptist Church. Antioch Baptist Church will exercise reasonable care to maintain the property of the Board during the time the property is in Antioch Baptist Church's possession.

7. Notification of Election Schedule. The General Registrar will notify Antioch Baptist Church in writing of all known elections in January of each calendar year, or as early as practicable, and will further notify Antioch Baptist Church of special elections within five (5) days their calling.

8. Insurance. Antioch Baptist Church must maintain its own liability insurance for the Property.

9. Entire Agreement. This agreement may be amended by a writing signed by all the parties. There are no third-party beneficiaries to this agreement. This agreement is the entire agreement and entire understanding of the parties pertinent to the subject matter of this agreement.

10. Governing law. This agreement shall be governed by Virginia law and any, if any, litigation arising from the same will be handled in the County of Fluvanna, Virginia.

11. Notices. All notices required to be given under this agreement shall be given in writing and forwarded by certified mail as follows:

To the Board: Electoral Board of Fluvanna County
Attn: General Registrar
P.O. Box 44
265 Turkeysag Trail, Suite 115
Palmyra, Virginia 22963

To the Polling Place: Antioch Baptist Church
Attn: Trustees
4422 Antioch Road
Scottsville, VA 24590

To the County: Fluvanna County
Attn: County Administrator
P.O. Box 540
Palmyra, VA 22963

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of this day and year first above written.

ANTIOCH BAPTIST CHURCH

Trustee

Trustee

ELECTORAL BOARD OF FLUVANNA COUNTY

Scott Newman, Chairman

CONTENT APPROVED:

Joyce Pace, General Registrar

COUNTY OF FLUVANNA

Eric Dahl, County Administrator

APPROVED AS TO FORM:

County Attorney

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

TAB M

MEETING DATE:	September 4, 2024				
AGENDA TITLE:	Memorandum of Understanding with Beaver Dam Baptist Church				
MOTION(s):	I move the Board of Supervisors approve the Memorandum of Understanding between Fluvanna County and Beaver Dam Baptist Church, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
BOS 2 YEAR GOAL?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Beaver Dam Baptist Church has allowed the County to use its building as a polling place for many years. • An MOU will formalize each party's respective duties. • The MOU will term will continue through June 30, 2029, with 2 automatic 1 year renewal terms. 				
FISCAL IMPACT:	County's costs for polling places are part of the FY25 budget				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • MOU between Fluvanna County and Antioch Baptist Church 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ELECTORAL BOARD OF FLUVANNA COUNTY AND
THE TRUSTEES OF BEAVER DAM BAPTIST CHURCH**

This Memorandum of Understanding ("MOU") made and entered into this _____ day of _____, 2024, by and between the COUNTY OF FLUVANNA a political subdivision of the Commonwealth of Virginia ("County"), the ELECTORAL BOARD OF FLUVANNA COUNTY, VIRGINIA, a public body created by the Commonwealth of Virginia ("Board") and the TRUSTEES OF BEAVER DAM BAPTIST CHURCH, ("Beaver Dam Baptist Church"), provides as follows:

WITNESSETH:

WHEREAS, Beaver Dam Baptist Church is the owner of a certain parcel of real property located at 1794 Richmond Road, Troy, Virginia 22974 ("Property"), which Property is improved with a building commonly known as the Beaver Dam Baptist Church ("Building"); and

WHEREAS, the Board is desirous of leasing space within the Building for use as a voting place for public elections conducted in Fluvanna County;

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

1. Right to occupy on Election Day. On the day of each election conducted in Fluvanna County during the term of this MOU from 5 A.M. to 9 P.M., Beaver Dam Baptist Church does hereby grant to the Board and the Board does hereby accept from Beaver Dam Baptist Church the exclusive use of the Building, together with necessary ingress and egress; telephone service; customary utility service, including usual and customary heating, lights, plumbing and water use, and electrical system; and adjacent parking. The Board shall accept the Building "as is," except for latent, hidden defects. To the extent possible, the Building being used as a polling place shall be a controlled environment, with restricted access, to prevent interruption from the general public. To the extent possible, no other gatherings shall interfere with the election process.

2. Term of agreement. The term of this MOU shall commence on the date that this MOU is fully executed and shall continue through June 30, 2029, unless sooner terminated as hereinafter provided. It is understood and agreed by and between the parties that the term of this MOU shall extend for two (2) additional periods of one (1) year each, unless the Board gives Beaver Dam Baptist Church written notice of termination thirty (30) days in advance of any such extension.

3. ADA Compliance. Beaver Dam Baptist Church agrees that the Building used as the

polling place pursuant to this MOU shall be accessible to voters as required by the Virginians with Disabilities Act, the Voting Accessibility for the Elderly and Handicapped Act, and the Americans with Disabilities Act and any and all other applicable local, state and/or federal laws or regulations.

4. Rental. The Building shall be made available to the Board at no cost.

5. Cancellation and termination. The Beaver Dam Baptist Church may cancel and terminate this MOU upon prior written notice of ten (10) months to the Board and the County, such time being required to enable the Board to comply with the provisions of all applicable laws including all Voting Rights Acts. The Board or County may cancel and terminate this MOU at any time for its convenience and at its discretion.

6. Election property. The Beaver Dam Baptist Church agrees that the election materials and equipment of the Board may be delivered to the Building before Election Day, subject to coordination with the designee(s) of Beaver Dam Baptist Church, and collected from the Building following the Election Day at times mutually convenient to the Board and Beaver Dam Baptist Church. The Beaver Dam Baptist Church will exercise reasonable care to maintain the property of the Board during the time the property is in Beaver Dam Baptist Church's possession.

7. Sign Policy. Candidates and political parties may post campaign signs at the polling place in accordance with Virginia law, starting on the evening prior to an election. All such signs must be removed by the poster by 8:00 AM on the day following the election. If not removed by the poster, they will be removed by an Officer of Election on the day following the election.

8. Notification of Election Schedule. The General Registrar will notify Beaver Dam Baptist Church in writing of all known elections in January of each calendar year, or as early as practicable, and will further notify Beaver Dam Baptist Church of special elections within five (5) days their calling.

9. Insurance. Beaver Dam Baptist Church shall maintain its own liability insurance.

10. Entire Agreement. This agreement may be amended by a writing signed by all the parties. There are no third-party beneficiaries to this agreement. This agreement is the entire agreement and entire understanding of the parties pertinent to the subject matter of this agreement.

11. Governing law. This agreement shall be governed by Virginia law and any, if any, litigation arising from the same will be handled in the County of Fluvanna, Virginia.

12. Notices. All notices required to be given under this agreement shall be given in writing and forwarded by certified mail as follows:

To the Board: Electoral Board of Fluvanna County
Attn: General Registrar
P.O. Box 44
265 Turkeysag Trail, Suite 115
Palmyra, Virginia 22963

To the Polling Place: Beaver Dam Baptist Church
Attn: Trustees
1794 Richmond Road
Troy, VA 22974

To the County: Fluvanna County
Attn: County Administrator
P.O. Box 540
Palmyra, Virginia 22963

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of this day and year first above written.

BEAVER DAM BAPTIST CHURCH

Trustee

Trustee

ELECTORAL BOARD OF FLUVANNA COUNTY

Scott Newman, Chairman

CONTENT APPROVED:

General Registrar

COUNTY OF FLUVANNA

Eric Dahl, County Administrator

APPROVED AS TO LEGAL FORM:

County Attorney

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB N

MEETING DATE:	September 4, 2024				
AGENDA TITLE:	Memorandum of Understanding with Kents Store ARC				
MOTION(s):	I move the Board of Supervisors approve the Memorandum of Understanding between Fluvanna County and Kents Store Agricultural Recreational Club, Inc., and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
BOS 2 YEAR GOAL?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Kents Store ARC has allowed the County to use its building as a polling place for many years. • An MOU will formalize each party's respective duties. • The MOU will term will continue through June 30, 2029, with 2 automatic 1 year renewal terms. 				
FISCAL IMPACT:	County's costs for polling places are part of the FY25 budget				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • MOU between Fluvanna County and Antioch Baptist Church 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

**MEMORANDUM OF UNDERSTANDING BETWEEN FLUVANNA COUNTY,
THE ELECTORAL BOARD OF FLUVANNA COUNTY AND
KENTS STORE AGRICULTURAL RECREATIONAL CENTER CLUB, INC.**

This Memorandum of Understanding ("MOU") made and entered into this _____ day of _____, 2024, by and between the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, the ELECTORAL BOARD OF FLUVANNA COUNTY, VIRGINIA, a public body created by the Commonwealth of Virginia ("Board") and KENTS STORE AGRICULTURAL RECREATIONAL CENTER CLUB, INC., a Virginia not-for-profit corporation (hereinafter "Kents Store ARC"), provides as follows:

WITNESSETH:

WHEREAS, ARC is the owner of a certain parcel of real property located at 111 Kents Store Way, Kents Store, Virginia 23084 ("Property"), which Property is improved with a building commonly known as the ARC building ("Building"); and

WHEREAS, the Board is desirous of leasing space within the Building for use as a voting place for public elections conducted in Fluvanna County;

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

1. Right to occupy on Election Day. On the day of each election conducted in Fluvanna County during the term of this MOU from 5 A.M. to 9 P.M., Kents Store ARC does hereby grant to the Board and the Board does hereby accept from Kents Store ARC the exclusive use of the Building, together with necessary ingress and egress; telephone service; customary utility service, including usual and customary heating, lights, plumbing and water use, and electrical system; and adjacent parking. The Board shall accept the Building "as is," except for latent, hidden defects. To the extent possible, the Building being used as a polling place shall be a controlled environment, with restricted access, to prevent interruption from the general public. To the extent possible, no other gatherings shall interfere with the election process.

2. Term of agreement. The term of this MOU shall commence on the date that this MOU is fully executed and shall continue through June 30, 2029, unless sooner terminated as hereinafter provided. It is understood and agreed by and between the parties that the term of this MOU shall extend for two (2) additional periods of one (1) year each, unless the Board gives Kents Store ARC written notice of termination thirty (30) days in advance of any such extension.

3. ADA Compliance. Kents Store ARC agrees that the Building used as the polling place

pursuant to this MOU shall be accessible to voters as required by the Virginians with Disabilities Act, the Voting Accessibility for the Elderly and Handicapped Act, and the Americans with Disabilities Act and any and all other applicable local, state and/or federal laws or regulations.

4. Rental. The Building shall be made available to the Board at no cost.

5. Cancellation and termination. Kents Store ARC may cancel and terminate this MOU upon prior written notice of ten (10) months to the Board and the County, such time being required to enable the Board to comply with the provisions of all applicable laws including all Voting Rights Acts. The Board or County may cancel and terminate this MOU at any time for its convenience and at its discretion.

6. Election property. Kents Store ARC agrees that the election materials and equipment of the Board may be delivered to the Building before Election Day, subject to coordination with the designee(s) of Kents Store ARC, and collected from the Building following the Election Day at times mutually convenient to the Board and Kents Store ARC. Kents Store ARC will exercise reasonable care to maintain the property of the Board during the time the property is in Kents Store ARC's possession.

7. Sign Policy. Candidates and political parties may post campaign signs at the polling place in accordance with Virginia law, starting on the evening prior to an election. All such signs must be removed by the poster by 8:00 AM on the day following the election. If not removed by the poster, they will be removed by an Officer of Election on the day following the election.

8. Notification of Election Schedule. The General Registrar will notify Kents Store ARC in writing of all known elections in January of each calendar year, or as early as practicable, and will further notify Kents Store ARC of special elections within five (5) days their calling.

9. Insurance. Kents Store ARC shall maintain its own liability insurance.

10. Entire Agreement. This agreement may be amended by a writing signed by all the parties. There are no third-party beneficiaries to this agreement. This agreement is the entire agreement and entire understanding of the parties pertinent to the subject matter of this agreement.

11. Governing law. This agreement shall be governed by Virginia law and any, if any, litigation arising from the same will be handled in the County of Fluvanna, Virginia.

12. Notices. All notices required to be given under this agreement shall be given in writing and forwarded by certified mail as follows:

To the Board: Electoral Board of Fluvanna County
Attn: General Registrar
P.O. Box 44
265 Turkeysag Trail, Suite 115
Palmyra, Virginia 22963

To the Polling Place: Kents Store Agricultural Recreational Center Club, Inc.
Attn: President
P.O. Box 13
Kents Store, VA 23084

To the County: Fluvanna County
Attn: County Administrator
P.O. Box 540
Palmyra, Virginia 22963

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of this day and year first above written.

KENT STORE AGRICULTURAL RECREATIONAL CENNTER
CLUB, INC.

President

ELECTORAL BOARD OF FLUVANNA COUNTY

Scott Newman, Chairman

CONTENT APPROVED:

General Registrar/Director of Elections

Date

FLUVANNA COUNTY

Eric Dahl, County Administrator

APPROVED AS TO LEGAL FORM:

County Attorney

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB O

MEETING DATE:	September 4, 2024				
AGENDA TITLE:	Memorandum of Understanding with Lake Monticello VFD				
MOTION(s):	<p>I move the Board of Supervisors approve the Memorandum of Understanding between Fluvanna County and Lake Monticello Volunteer Fire and Rescue Squad, Inc., and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</p>				
BOS 2 YEAR GOAL?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> Lake Monticello VFD has allowed the County to use its building as a polling place for many years. An MOU will formalize each party's respective duties. The MOU will term will continue through June 30, 2029, with 2 automatic 1 year renewal terms. 				
FISCAL IMPACT:	County's costs for polling places are part of the FY25 budget				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> MOU between Fluvanna County and Lake Monticello VFD 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

**MEMORANDUM OF UNDERSTANDING BETWEEN FLUVANNA COUNTY,
THE ELECTORAL BOARD OF FLUVANNA COUNTY AND
LAKE MONTICELLO VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD,
INC.**

This Memorandum of Understanding ("MOU") made and entered into this _____ day of _____, 2024, by and between the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, the ELECTORAL BOARD OF FLUVANNA COUNTY, VIRGINIA, a public body created by the Commonwealth of Virginia ("Board") and LAKE MONTICELLO VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD, INC., a Virginia non-stock corporation (hereinafter "Lake Monticello VFD"), provides as follows:

WITNESSETH:

WHEREAS, Lake Monticello VFD is the owner of a certain parcel of real property located at 10 Slice Rd., Palmyra, Virginia 22963 ("Property"), which Property is improved with a building commonly known as the Lake Monticello Fire House ("Building"); and

WHEREAS, the Board is desirous of leasing space within the Building for use as a voting place for public elections conducted in Fluvanna County;

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

1. Right to occupy on Election Day. On the day of each election conducted in Fluvanna County during the term of this MOU from 5 A.M. to 9 P.M., Lake Monticello VFD does hereby grant to the Board and the Board does hereby accept from Lake Monticello VFD the exclusive use of the Building, together with necessary ingress and egress; telephone service; customary utility service, including usual and customary heating, lights, plumbing and water use, and electrical system; and adjacent parking. The Board shall accept the Building "as is," except for latent, hidden defects. To the extent possible, the Building being used as a polling place shall be a controlled environment, with restricted access, to prevent interruption from the general public. To the extent possible, no other gatherings shall interfere with the election process.

2. Term of agreement. The term of this MOU shall commence on the date that this MOU is fully executed and shall continue through June 30, 2029, unless sooner terminated as hereinafter provided. It is understood and agreed by and between the parties that the term of this MOU shall extend for two (2) additional periods of one (1) year each, unless the Board gives Lake Monticello VFD written notice of termination thirty (30) days in advance of any such extension.

3. ADA Compliance. Lake Monticello VFD agrees that the Building used as the polling place pursuant to this MOU shall be accessible to voters as required by the Virginians with Disabilities Act, the Voting Accessibility for the Elderly and Handicapped Act, and the Americans with Disabilities Act and any and all other applicable local, state and/or federal laws or regulations.

4. Rental. The Building shall be made available to the Board at no cost.

5. Cancellation and termination. Lake Monticello VFD may cancel and terminate this MOU upon prior written notice of ten (10) months to the Board and the County, such time being required to enable the Board to comply with the provisions of all applicable laws including all Voting Rights Acts. The Board or County may cancel and terminate this MOU at any time for its convenience and at its discretion.

6. Election property. Lake Monticello VFD agrees that the election materials and equipment of the Board may be delivered to the Building before Election Day, subject to coordination with the designee(s) of Lake Monticello VFD, and collected from the Building following the Election Day at times mutually convenient to the Board and Lake Monticello VFD. Lake Monticello VFD will exercise reasonable care to maintain the property of the Board during the time the property is in Lake Monticello VFD's possession.

7. Sign Policy. Candidates and political parties may post campaign signs at the polling place in accordance with Virginia law, starting on the evening prior to an election. All such signs must be removed by the poster by 8:00 AM on the day following the election. If not removed by the poster, they will be removed by an Officer of Election on the day following the election.

8. Notification of Election Schedule. The General Registrar will notify Lake Monticello VFD in writing of all known elections in January of each calendar year, or as early as practicable, and will further notify Lake Monticello VFD of special elections within five (5) days their calling.

9. Insurance. Lake Monticello VFD shall maintain its own liability insurance.

10. Entire Agreement. This agreement may be amended by a writing signed by all the parties. There are no third-party beneficiaries to this agreement. This agreement is the entire agreement and entire understanding of the parties pertinent to the subject matter of this agreement.

11. Governing law. This agreement shall be governed by Virginia law and any, if any, litigation arising from the same will be handled in the County of Fluvanna, Virginia.

12. Notices. All notices required to be given under this agreement shall be given in writing and forwarded by certified mail as follows:

To the Board: Electoral Board of Fluvanna County
Attn: General Registrar
P.O. Box 44
265 Turkeysag Trail, Suite 115
Palmyra, Virginia 22963

To the Polling Place: Lake Monticello Volunteer Fire Department and Rescue
Squad, Inc.
Attn: President
10 Slice Rd.
Palmyra, VA 22963

To the County: Fluvanna County
Attn: County Administrator
P.O. Box 540
Palmyra, Virginia 2263

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of this day and year first above written.

LAKE MONTICELLO VOLUNTEER FIRE DEPARTMENT AND
RESCUE SQUAD, INC.

President

ELECTORAL BOARD OF FLUVANNA COUNTY

Scott Newman, Chairman

CONTENT APPROVED:

General Registrar/Director of Elections

COUNTY OF FLUVANNA

Eric Dahl, County Administrator

APPROVED AS TO LEGAL FORM:

County Attorney



Capital Reserve Maintenance Fund Request

TAB P

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$19,318.80** for the purpose(s) of:
Replacement of HVAC Unit #4 for Public Safety Building

Section 1 - REQUEST

Requesting Department/Agency Public Works - PW25-002	Dept/Agency Contact Dale Critzer	Date of Request 08/20/2024
Phone (434) 591-1925	Fax (434) 591-1924	Fiscal Year FY25

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

Description of Project/Repair	Qty	Unit Price	Total Price
New HVAC Unit and Install	1	\$17,418.80	\$17,418.80
Materials , Duct ,refrigerant	1	\$1,400.00	\$1,400.00
Contingency For Unforeseen Damages	1	\$500.00	\$500.00
			\$0.00

Total Request: **\$19,318.80**

Description and justification for proposed use.

The unit that serves Emergency Operations Center area of the Public Safety Building has reached its life expectancy and has been problematic with leaks and other issues over the past 2 years making the unit unreliable .

Department/Agency Head Name Assistant Director of Public Works	Signature Dale Critzer <small>Digitally signed by Dale Critzer Date: 2024.08.20 13:13:49 -04'00'</small>	Date 08/20/2024
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton <small>Digitally signed by Tori Melton Date: 2024.08.21 12:42:50 -04'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl <small>Digitally signed by Eric Dahl Date: 2024.08.21 17:26:13 -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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Capital Reserve Maintenance Fund Request

TAB Q

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$5,700.00** for the purpose(s) of:
Replacement of the HVAC heat pump unit that serves southeast corner of the Treasurers office

Section 1 - REQUEST

Requesting Department/Agency Public Works PW25-001	Dept/Agency Contact Dale Critzer	Date of Request 08/16/2024
Phone (434) 591-1925	Fax (434) 591-1924	Fiscal Year FY25

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

Description of Project/Repair	Qty	Unit Price	Total Price
HVAC equipment	1	\$3,500.00	\$3,500.00
Duct work fitted to new unit	1	\$1,200.00	\$1,200.00
Misc Materials	1	\$500.00	\$500.00
Contingency	1	\$500.00	\$500.00

Total Request: **\$5,700.00**

Description and justification for proposed use.

The HVAC unit that serves the southeast corner of the Treasurers office has developed a coil leak (Fixed one other time recently) and has reached its life expectancy for service which makes replacement of a new coil not cost effective vs replacement of entire unit . All work will be done in-house by the Public Works HVAC specialist ...

Department/Agency Head Name Assistant Director of Public Works	Signature Dale Critzer <small>Digitally signed by Dale Critzer Date: 2024.08.16 15:11:11 -04'00'</small>	Date 08/16/2024
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton <small>Digitally signed by Tori Melton Date: 2024.08.16 15:41:06 -04'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl <small>Digitally signed by Eric Dahl Date: 2024.08.20 09:54:54 -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
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

MEMORANDUM

Date: September 4, 2024
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY24 BOS Contingency Balance

The FY24 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$146,615
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
Available:	\$43,762.53

MEMORANDUM

Date: September 4, 2024
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY25 BOS Contingency Balance

The FY25 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$248,824
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
Available:	\$226,692.47

MEMORANDUM

Date: September 4, 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
FY24 Budget Allocation:	\$250,000
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
Less: Run New Fiber to the Rescue Squad on Rescue Lane – 08.07.24	-\$10,410
FY24 Available:	\$497,849.16

Schools Capital Reserve:

FY23 Carryover	\$296,395.57
FY24 Budget Allocation:	\$200,000
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
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
FY24 Available:	\$237,045.55

MEMORANDUM

Date: September 4, 2024
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY25 Capital Reserve Balances

The FY25 Capital Reserve account balances are as follows:

County Capital Reserve:

FY24 Carryover	\$497,849.16
FY25 Budget Allocation:	\$250,000
FY25 Available:	\$747,849.16

Schools Capital Reserve:

FY24 Carryover	\$237,045.55
FY25 Budget Allocation:	\$200,000
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
Less: FCHS Driver on Chiller Circulation Pump – 08.21.24	-\$9,850
FY25 Available:	\$347,870.55

MEMORANDUM

Date: September 4, 2024
From: Theresa McAllister– Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY23 Year End Audited Total Unassigned Fund Balance:	\$26,584,082
Unassigned Fund Balance – 12% Target Per Policy:	\$11,198,981
Unassigned Fund Balance – Excess Above Policy Target:	\$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
Less: FY24 FCHS Track Resurfacing/Milling – 05.15.24	-\$30,000
Less: FY24 FCHS Football Field Turf Replacement – 05.15.24	-\$295,000
Less: FY24 FMS Track Resurfacing/Milling – 05.15.24	-\$525,000
Current Unassigned Fund Balance – Excess Above Policy Target:	\$6,709,862.25

MEMORANDUM

Date: September 4, 2024
From: Theresa McAllister– Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY24 Year End (Unaudited) Unassigned Fund Balance:	\$6,709,862.25
Less: FCHS 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
Current (Unaudited) Unassigned Fund Balance:	\$6,238,862.25

*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
A		SERVICE DELIVERY			
A1		Work with FRA to identify support options for Fire and Rescue volunteers.		X	<ul style="list-style-type: none"> • Money allocated for Fire and Rescue volunteer incentives. Details TBD. • Opportunities for recognition continue to be explored
A2		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"> • Has not occurred.
A3	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"> • 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"> ○ 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 • Sep 21, 2022 – Adopted a resolution requesting VDOT conduct a safety study on a portion of South Boston Rd. • South Boston/Lake Monticello Rd intersection improvements • VDOT traffic studies

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

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
C3		Continue Palmyra Village Streetscape	X	X	<ul style="list-style-type: none"> • Sept 2022: 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.
		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"> • 2022 Transportation Alternatives Program (TAP) Grant awarded. • 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 • 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 • 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; • 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 • VDOT assessing options for constructing the project with VDOT staff rather than bidding out .
		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"> Apr 2024: Army Corps permit issued; Apr 2024: VRA Financing to fund project issued Construction anticipated to begin late May 2024. Phase III Archeological Study anticipated to begin Summer 2024; Aug 2024: Groundbreaking Ceremony
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"> Apr 2024: Water line complete and operational; customers connected. Apr 2024: Sewer line – force main completed; connection via gravity sewer lines dependent on development activity. Apr 2024: minor grading issues in the process of being resolved
C6		Pursue Fork Union revitalization.		X	<ul style="list-style-type: none"> December 2023: Awarded US Small Business Administration’s Portable Assistance Program grant to allow for Fork Union Business Revitalization Strategy. Spring 2024: Business advisor hired and meeting with business owners.
		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"> Multi-year project.
		C7.1 Create and Issue Request for Proposal for Design	X		<ul style="list-style-type: none"> Apr 2024: County Attorney is reviewing RFP. Aug 2024: RFP should be completed and issued early Fall 2024.
		C7.2 Select Design Firm for design of New Admin Building		X	
D		COMMUNITY DEVELOPMENT & ENRICHMENT			

#	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"> Sep 2022 - Economic Development Strategic Plan Adopted Dec 2023 – Tourism Strategic Plan Adopted
		D1.1 Adopt Economic Development Strategic Plan.	X		<ul style="list-style-type: none"> Sep 2022 - adopted
		D1.2 Implement five-year Economic Development Strategic Plan.		X	<ul style="list-style-type: none"> Oct 2022 – Implementation begun
D2		Seek opportunities to coordinate development activity at Fluvanna’s northern border with Louisa County.	X	X	<ul style="list-style-type: none"> May 2022 - Draft Zion Crossroads Gateway Plan
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"> Jun 2023 – Fork Union Town Hall Meeting Oct 2023 – Lake Monticello Area Town Hall Meeting 2023 – Economic Development presentations made to: <ul style="list-style-type: none"> Fluvanna Rotary Fluvanna Chamber FLDP Fluvanna Women in Business All 4 Active Adult Centers
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"> Coordination with State agencies regarding the installation of additional boat ramps along the Rivanna and James Rivers. 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 2nd Saturday of each month through October.
D6		Research creating a “teaching farm” at PG Park.		X	<ul style="list-style-type: none"> Collaborative effort - FCPS? Cooperative Extension? Farm Bureau?

#	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"> Code Enforcement Officer actively responding to complaints and issues, sending notices of violation, etc.
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		FINANCIAL STEWARDSHIP AND EFFICIENCY			
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"> Apr 2024 - ACH capability in place; troubleshooting Munis process issues. Anticipate full ACH capability by May 2024.
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"> Soon! Tyler Tech anticipates full deployment by Oct 1, 2024.
E3		Plan for ways to adequately fund, implement and standardize the Capital Improvement Plan, eliminating deferred CIP projects.		X	