



**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**REGULAR MEETING AGENDA**  
 Circuit Courtroom, Fluvanna Courts Building  
 December 4, 2024 at 5:00 pm  
 Morris Room, County Administration Bldg.  
 Work Session at 7:00 pm

TAB	AGENDA ITEMS
	<b>1 - CALL TO ORDER</b>
	<b>2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE</b>
	<b>3 – ADOPTION OF AGENDA</b>
	<b>4 – COUNTY ADMINISTRATOR’S REPORT</b>
	<b>5 – PUBLIC COMMENTS #1</b> (5 minutes each)
	<b>6 – APPOINTMENTS</b>
A	Board, Commission, and Committee Appointments – Eric Dahl, County Administrator
	<b>7 – PRESENTATIONS (normally not to exceed 10 minutes each)</b>
B	VDOT Quarterly Report – Scott Thornton, Residency Administrator/Louisa Residency
	<b>8 – ACTION MATTERS</b>
C	Authorization to Advertise a Public Hearing for a Lease Agreement with Monticello Area Community Action Agency to Lease Property at Carysbrook Complex – Dan Whitten, County Attorney
D	Fluvanna County Community Center Commercial Kitchen – Jennifer Schmack, Director of Economic Development
E	Resolution Recommending Appointment to the Board of Equalization – Eric Dahl, County Administrator
F	FY24 to FY25 Carryover Requests – Tori Melton, Director of Finance
G	Professional Services for Fire Training Building – Dan Whitten, County Attorney
	<b>9 – PUBLIC HEARING</b>
	<b>10 – CONSENT AGENDA</b>
H	Minutes of November 20, 2024 IAC Dinner – Caitlin Solis, Clerk to the Board
I	Minutes of November 20, 2024 – Caitlin Solis, Clerk to the Board
J	Minutes of November 21, 2024 Elected Officials Breakfast – Caitlin Solis, Clerk to the Board
K	Approval of Construction Contract with Brindle & Tan Construction, LLC – Dan Whitten, County Attorney
L	Approval of Open Space Agreement for Jack L. Beuth, Jr. and Lisa M. Ritter – Andrew M. Sheridan, Jr., Commissioner of the Revenue
M	Approval of Open Space Agreement for the James B. Hallissy and Pamela G. Hallissy Asset Protection Trust dated May 29, 2012 – Andrew M. Sheridan, Jr., Commissioner of the Revenue
N	Transient Occupancy Tax Supplemental Appropriation – Tori Melton, Director of Finance
	<b>11 – UNFINISHED BUSINESS</b>

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

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TBD

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**12 – NEW BUSINESS**

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TBD

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

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**14 – CLOSED MEETING AND DINNER RECESS**

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TBD

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**15 - FCPS AND COUNTY PRELIMINARY BUDGET DISCUSSION**

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**16 – ADJOURN**

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County Administrator Review

## **PLEDGE OF ALLEGIANCE**

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

## **GENERAL RULES OF ORDER**

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

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

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

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## FLUVANNA COUNTY BOARD OF SUPERVISORS BCC APPOINTMENTS STAFF REPORT

TAB A

<b>MEETING DATE:</b>	December 4, 2024			
<b>AGENDA TITLE:</b>	Board, Commission, and Committee Appointments			
<b>MOTION:</b>	<b>I move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s):</b>			
<b>Board/Commission/Committee</b>	<b>Applicants</b>	<b>Begins Term</b>	<b>Ends Term</b>	
Economic Development and Tourism Advisory Council (EDTAC)	David Chesly Harlow David Wells Garren Charles Glenn Hartman	12/4/2024	06/30/2025	

BCC VACANCIES AND APPLICANTS				
BCC Vacancies	Applicants	Appt	District	Current BCC Appointments / Other Notes
Economic Development and Tourism Advisory Council (EDTAC)	David Chesly Harlow	Appt	Fork Union	Term to begin December 4, 2024 and end June 30, 2025. Also serving on the Library Board of Trustees
Economic Development and Tourism Advisory Council (EDTAC)	David Wells	Appt	Rivanna	Term to begin December 4, 2024 and end June 30, 2025. Also serving on the Social Services Board.
Economic Development and Tourism Advisory Council (EDTAC)	Garren Charles	Appt	Fork Union	Term to begin December 4, 2024 and end June 30, 2025.
Economic Development and Tourism Advisory Council (EDTAC)	Glenn Hartman	Appt	Cunningham	Term to begin December 4, 2024 and end June 30, 2025.

<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• Economic Development and Tourism Advisory Council (EDTAC) – At-Large Position – one unexpired term available to begin December 4, 2024 and end June 30, 2024.</li> </ul>
<b>ENCLOSURES:</b>	Candidate Applications





# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Applicants are considered as vacancies occur and your application will be kept on file for three years.

Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services. Before completing the application, please review the membership requirements for the Board, Commission, or Committee for which you are interested. Applicants who do not meet membership requirements will not be put forward for consideration.

Name: <b>David Chesly Harlow</b>	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input checked="" type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): <b>See Attached Resume</b>	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: <b>See Attached Resume</b>	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: <b>To continue to be involved in my home county and to make sure that I can continue to contribute to the betterment and improvement of the county.</b>	

**Fluvanna County Board, Committee, and Commission Attendance Policy**

(Approved June 17, 2015)

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

**PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES (BCC)  
ON WHICH YOU WISH TO SERVE.**

X	BCC	X	BCC	X	BCC
	Agricultural/Forestral District Advisory Committee		Finance Board		Piedmont Virginia Community College (PVCC) Board
X	Board of Equalization (BOE)		Fluvanna Partnership for Aging Committee (FPA)		Planning Commission (PC)
	Board of Zoning Appeals (BZA)		Fork Union Sanitary District (FUSD) Advisory Committee		Region Ten Community Services Board
	Building Code of Appeals Board		James River Water Authority (JRWA)		Rivanna River Basin Commission
	Central Virginia Regional Jail (CVRJ) Authority		JAUNT Board		Social Services Board
	Columbia Task Force (CARE)		Jefferson Area Board of Aging (JABA) Advisory Council		Thomas Jefferson Planning District Commission (TJPDC)
	Community Policy & Management Team (CPMT)		Jefferson Area Board of Aging (JABA) Board of Directors		Thomas Jefferson Water Resources Protection Foundation
	Economic Development Authority (EDA)		Library Board of Trustees		
X	Economic Develop. & Tourism Advisory Council (EDTAC)		Monticello Area Community Action Agency (MACAA)		
	Family Assessment and Planning Team (FAPT)		Parks & Recreation Advisory Board (RAB)		

**Submit by email ([clerk@fluvannacounty.org](mailto:clerk@fluvannacounty.org)) or mail to:  
County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963**

By signing below you are indicating that you have read and understand the Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.

In accordance with Virginia Code §2.2-3705.1, by submitting this application, it is presumed that you are providing your personal contact information to be used for communicating with the County, and unless otherwise indicated by you, your personal contact information will not be shared publicly.

Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
David Chesly Harlow		11-07-2024	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
400 Rosewood Drive, Scottsville, VA 24590			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
32	[REDACTED]		[REDACTED]
Office Use Only			
Application Received On:	11-7-2024	Application Received By:	
Acknowledgement Sent:	11-7-2024	Leontyne Peck	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			



# DAVID HARLOW

## EDUCATION

*Master of Business Administration (MBA)* **December 2024**  
**Johns Hopkins University Carey Business School** **Baltimore, MD**

- **Concentration:** Health Administration, Public and Private Sector Leadership, and Entrepreneurship, Innovation, and Technology

*Doctor of Philosophy (PhD)* **May 2022**  
**Liberty University** **Lynchburg, VA**

- **Concentration:** Education: Organizational Leadership

*Master of Arts (MA) in Human Services Counseling* **Sept 2018**  
**Liberty University** **Lynchburg, VA**

- **Concentration:** Health & Wellness

*Bachelor of Science (BS) in Health Sciences* **May 2015**  
**James Madison University** **Harrisonburg, VA**

- **Concentration:** Pre-Medicine Concentration

*Associates of Applied Science (AAS)* **July 2013**  
**Piedmont Virginia Community College** **Charlottesville, VA**

## CERTIFICATIONS

*Health Care Economics* **December 2023**  
**Harvard University – Harvard Business School** **Boston, MA**

*Python for Managers* **October 2023**  
**Columbia University – Columbia Business School** **New York, NY**

## LEADERSHIP EXPERIENCE

**Student Panelist – Academic Ethics Board** **September 2023 – May 2024**  
**The Johns Hopkins University** **Baltimore, MD - Remote**

- **Purpose:** Collaborate with 3 faculty members and 3 student panelists per hearing to hear cases on academic integrity concerns and render verdicts, thoughts, and opinions on the topics

**Fluvanna Leadership Development Program** **August 2023 – March 2024**

- **Purpose:** Developmental leadership program to provide tools to be more engaged and effective in local government within Fluvanna County. Some of the education provided reviews county ordinances, non-profit growth, school board and county administrator collaboration, in addition to Board of Supervisor support and networking.

**Council Member** **December 2022 – June 2025**  
**Library Board of Trustees** **Palmyra, VA**

- **Purpose:** Acts as a governing board for the Fluvanna County Library. Employ a competent and qualified library director. Determine the mission, goals, and objectives of the library and adopt written policies governing the library. Ensure that the library has a long-range planning process that considers the library's strengths and weaknesses and can be implemented and evaluated. Be familiar with local, state, and federal library laws; actively support pending library legislation. Establish, support, and participate in a planned public relations program.
- **Affecting Legislation:** Established by the County Board of Supervisors according to the County Code, Section 2-6-2, adopted by the Fluvanna County Board of Supervisors on June 17, 1998.

# DAVID HARLOW

## Healthy Workplace Committee UVA Health Member

May 2023 – September 2023

- **Purpose:** Committee of 40 established to promote and support healthy workplace policy and procedures and address stressors in the workplace throughout all of UVA Health. Those supported by the work include both employees and subsequent patient care at UVA Health. My role is to serve the committee and to provide feedback relating to education, member involvement, and engagement throughout the entire UVA Health system.

## Secretary for ACHE; CVHEG chapter

January 2023 – January 2024

- **Purpose:** My role is to participate in board meetings and other designated events to provide administrative support for both the Board of Directors and the supporting member population. This is in addition to any other needs as designated by the President of CVHEG. I also assisted in yearly budget creation and appointment.
  - **Oversight Role:** Advisory Committee member

## Membership Committee Director for ACHE; CVHEG chapter

January 2022 – January 2023

- **Purpose:** My role is to coordinate with the board for CVHEG to lead initiatives to increase membership and to continue to build up mentorship program and spread understanding and engagement for both CVHEG and ACHE.

## Membership Committee Assistant Director for CVHEG

January 2021 – January 2022

- **Purpose:** My role is to assist in coordination with the board for CVHEG to increase membership and to lead initiatives to continue to build up mentorship program and spread understanding and engagement for both CVHEG and ACHE.

## TEACHING EXPERIENCE

### *Adjunct Instructor/Professor of Practice*

August 2024 – present

### Virginia Commonwealth University; School of Education.

Richmond, VA

### Department of Educational Leadership

- Courses – EDLP 711 – Data and Leadership 1, General Leadership Online Cohort

### *Innovation in Learning Center Sub-Committee Member*

March 2023 – present

### *Robert J. Menges Award for Outstanding Research in Educational Development*

### POD Network in Higher Education

College Station, TX

- Purpose
  - The reward honors individuals with a drive to contribute to teaching, learning, faculty development, and educational development in higher education. Awards are given for proposals that reflect original research, which may be quantitative or qualitative, and may be based on experimental participant observation, practitioner research, or other methodologies that lead to systematic investigation and evidence-based conclusions

### *Center for Excellence in Teaching and Learning Faculty Fellow*

January 2024 – August 2024

### Piedmont Virginia Community College

Charlottesville, VA

- **Purpose:**
  - Act as a liaison with your academic division, department, and unit colleagues to identify professional development needs and goals.
  - Work with the director of the CETL and other Faculty Fellows to develop and facilitate workshops and training sessions to support faculty in adopting effective teaching practices.



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- Provide one-on-one consultations and coaching for faculty.

## **Adjunct Professor**

**University of Denver; University College**

**April 2023 – present  
Denver, CO**

- Courses – Healthcare Management and Health Informatics/Undergraduate and Graduate
  - HINF 4630 – Healthcare Data Mining, Integration, and Interpretation – Spring 2025
  - HINF 4630 – Healthcare Data Mining, Integration, and Interpretation – Winter 2025
  - HINF 4630 – Healthcare Data Mining, Integration, and Interpretation – Fall 2024
    - 2 sections of this course taught this semester
  - HINF 4640 – Healthcare Database Applications– Summer 2024
  - HINF 4010 – Health Informatics Communication – Winter 2024
  - HINF 4650 – Healthcare Project Management and Professionalism – Summer 2023

## **Adjunct Professor**

**Piedmont Virginia Community College**

**July 2022 – August 2024  
Charlottesville, VA**

- Courses
  - HLT 130 Nutrition and Diet Therapy

## **COURSE DESIGN**

**HINF 4630 – Healthcare Data Mining**

**April 2024 – August 2024  
Denver, CO**

**University of Denver**

- Scope of work
  - Co-collaborated with University College colleague to review, critique, and improve HINF 4630 to be more inclusive and robust with the technological advances occurring in the data mining sector, specifically with A.I. and better incorporation with informed decision-making pre and post data extractions and mining

## **PEER REVIEWED LITERATURE**

**Topic: General Education Best Practices and Reform Approach**

**October 2024**

**American Association of Colleges and Universities**

Principle Editors: C. Edward Watson (AAC&U), Caleb J. Keith (Indiana University Indianapolis), and Kate Drezek McConnell (AAC&U)

- Scope of work
  - Provided peer revision for Chapter 33 of the textbook. The chapter was evaluated according to specified criteria, with specific interest focused on relevance, clarity, originality, and contribution to the field.

## **PROFESSIONAL BACKGROUND AND MANAGERIAL HISTORY**

**Data Analytics Project Manager**

**September 2023 - Present**

**State of Virginia - Department of Medical Assistance Services (DMAS)**

**Richmond, VA**

- Apart of the DMAS Data Governance committee that created, vetted, implemented, and managed data governance practices throughout the entire agency, both with internal and external partners
- Responsible for providing HAD with guidance and support to help meet the strategic goals of HAD, and participate on projects related to cost, coverage, quality, and utilization trends as assigned by the Director.
- Lead project management activities from end-to-end including developing and maintaining project plans with clear milestones, clearly and consistently communicating status updates, and coordinating and supporting project implementation.
- Managed incoming data requests from internal and external requesters, including supporting Freedom of Information Act (FOIA) requests, coordinating and managing new and existing data sharing agreements, and serving as point of contact for data requests from the General Assembly (GA).

# DAVID HARLOW

- Served as Contract Administrator of the data warehouse vendor, coordinate and manage SQL, data warehouse, and Tableau training for the Agency and facilitate routine meetings for updates to the Agency's data warehouse, SAS, and other analytic tools.

## ***Program Coordinator/Data Analytics Liaison***

**April 2021 – September 2023**

**University of Virginia Health System – Population Health**

**Charlottesville, VA**

- Coordinates data feeds for all Population Health programs (IHM, BPCI-A, Medicare Advantage, Medicine HOME, Virginia at HOME, Cystectomy Program, Bariatric Patient Program)
- Partnered with UVA data scientists to assist in ROI template creation for Population Health programs to identify patient populations with high readmissions and to gather financial information on the impact that was being felt in the health system
- Partnered to create Tableau dashboard for UVA Health to track and monitor SDOH inputs
- Manages day-to-day operations of assisting both advocates, advocacy manager, and program director with daily operational needs
- Initiates any new build request for Population Health from initial inquiry to full project completion
- Liaison for contracted departmental hires to assist in establishing relationships and programmatic evolution (Signify Health and Locus Health)

### *Sample of projects for Population Health*

- *Collaborated with CompassRose project rollout system-wide at UVA Health*
- *Implemented leadership and management strategies relating to Cystectomy and Bariatric projects*
- *Partnered with UVA PMO office for UniteUs Implementation across UVA Health*
- *Granted leadership role for SDOH rainbow wheel implementation across ambulatory clinics, both primary care and specialty clinics*
- *Created program auditing guidelines for all programs to look at areas for improvement post implementation*

## ***Patient Advocate***

**May 2019 – April 2021**

**University of Virginia Health System – Population Health**

**Charlottesville, VA,**

- Readmission and social determinant of health (SDoH) program at UVA Health that works with patients for 30 days to assign services to make sure unwarranted readmissions do not occur
- Reports directly to department director and project coordinator on new hire training progression
- Assists with new hire trainings and conducts audits on team members for workflow continuity
- Selected by department manager and project coordinator to expand scope of role due to extensive knowledge, proficiency, and understanding of departmental needs

## ***Unit Coordinator***

**April 2017 – May 2019**

**The Bridgeline Place**

**Charlottesville, VA,**

- Worked in a non-profit clubhouse model with members who had brain injuries (traumatic and non-traumatic)
- Coordinated kitchen and household supportive goals for members to work on in yearly blocks
- Wrote and supported Individualized Care Plans to make sure members were supported in terms of the goals they want to work on for that given year
- Lead a support group comprised of 7-13 members to discuss supportive techniques with counseling aspects. Some leadership skills used was motivational interviewing and active listening
- Coordinated non-profit safety goals and promoted leadership skills relating to specific rules and regulations the organization was bound by

## **CONSULTING EXPERIENCE**

***The Johns Hopkins University Carey Business School***  
**BU.151.720 – Corporate Strategy**

**March 2024 – April 2024**  
**Remote**



# DAVID HARLOW

- **Purpose:** Partnered with ServiceMasters of Baltimore to consult on workforce development strategies and growth plan to scale operations and increase revenues
  - **Deliverables given to the clients.**
    - A comprehensive report
    - A PowerPoint slide deck
    - A presentation to franchise owner and Director of Operations to discuss recommendations.

*Johns Hopkins Graduate Consulting Club*

**September 2023 – May 2024**

**Director of Education**

**Remote**

- **Purpose:** My role was to direct and provide leadership for members of the Johns Hopkins Graduate Consulting Club by creating educational materials and events to allow students to gain exposure to consulting firms. I directly collaborated with consulting firms to bring them to the club for our members to participate.
  - **Presentations given to members.**
    - March 14 – “Navigating the Future: Healthcare Consulting Success Stories: Real-World Scenarios and Strategies”
      - 35 individuals signed up to participate in the event
    - October 27 – “Healthcare Consulting: Conversations from the Outside Looking in”
      - 50 individuals signed up to participate in the event

*Johns Hopkins Graduate Consulting Club*

**August 2022 – April 2023**

**Member**

**Remote**

- **Purpose:** My role was to work alongside five other business student to complete a market analysis for climate change and microbiology innovation: A partnership between the American Society for Microbiology (ASM) and the Johns Hopkins Graduate Consulting Club.
  - **Deliverables for the group:**
    - A comprehensive report
    - A PowerPoint Slide Deck
    - A presentation to key senior ASM leaders to discuss the findings of the report

## **ADDITIONAL ORGANIZATIONS/ASSOCIATIONS**

<b>National Center for Faculty Development and Diversity</b>	<b>2024 - present</b>
<b>The Heritage Foundation</b>	<b>2024 - present</b>
<b>American College of Health Data Management</b>	<b>2024 – present</b>
<b>National Rural Health Association</b>	<b>2024 - present</b>
<b>Virginia Rural Health Association</b>	<b>2024 - present</b>
<b>The University of Virginia Colonnade Club</b>	<b>2023 - present</b>
<b>American Society of Microbiology</b>	<b>2023</b>
<b>Johns Hopkins Graduate Consulting Club</b>	<b>2023 - 2024</b>
<b>Membership American College of Medical Practice Executives</b>	<b>2022 - present</b>
<b>Member Virginia Hospital &amp; Healthcare Association</b>	<b>2022 - present</b>
<b>Kappa Delta Pi International Honor Society</b>	<b>2021 - 2022</b>

# DAVID HARLOW

<b>American College of Healthcare Executives</b>	<b>2020 – present</b>
<b>Healthcare Financial Management Association</b>	<b>2020 – present</b>
<b>Central Virginia Healthcare Executive Group (CVHEG)</b>	<b>2020 – present</b>
<b>Council on Undergraduate Research Liberty University Affiliation</b>	<b>2020</b>
<b>Omega Nu Lambda Honor Society Member</b>	<b>2019 – 2020</b>
<b>Brain Injury Association of America</b>	<b>2018 – 2019</b>
<b>American Counseling Association</b>	<b>2018</b>
<b>Institute for Healthcare Improvement (James Madison University Chapter)</b>	<b>2013 - 2015</b>

## **PUBLICATIONS**

May 2022. The perceived benefit that positive intervention plays in the development of students enrolled in e-learning curriculum: A transcendental phenomenological study of the experience of online education.

## **LICENSES AND CREDENTIALS**

<b>Fellow of the American College of Health Data Management (FACHDM)</b>	
• American College of Health Data Management	<b>May 2024</b>
<b>Certified Business Consultant</b>	
• Six Sigma Global Institute: 88489208	<b>December 2023</b>
<b>Fellow of the Healthcare Financial Management Association (FHFMA)</b>	
• Healthcare Financial Management Association	<b>July 2023</b>
<b>Project Management Professional (PMP)</b>	
• Project Management Institute: 3421905	<b>February 2023</b>
<b>Certified Revenue Cycle Representative (CRCR)</b>	
• Healthcare Financial Management Association	<b>January 2023</b>
<b>Dare to Lead</b>	
• Brene Brown: Dare to Lead Program	<b>December 2022</b>
<b>Lean Six Sigma Black Belt</b>	
• Six Sigma Global Institute: 53884735	<b>June 2022</b>
<b>Certified Healthcare Financial Professional (CHFP)</b>	
• Healthcare Financial Management Association	<b>August 2022</b>
<b>Applied Suicide Intervention Skills Training</b>	
• LivingWorks	<b>November 2019</b>
<b>NCBH Adult Mental Health First Aid</b>	
• National Council for Community Behavioral Healthcare	<b>August 2019 – August 2022</b>

## **TECHNICAL SKILLS**

- **Software:** Adobe Photoshop, Adobe Illustrator, EPIC EMR, Python, Microsoft Office, Mendeley, Java, Zoom, Google Suite, SPSS, SAS, MMIS, VITA, MES, MS Project, SharePoint, SQL, JIRA, Tableau, AnyLogic, SmartSheets, Docusign, Teradata Studio, Handshake, Qualtrics, Cardinal
- **Written communication:** Technical reporting, editing, fact checking, proofreading, scholarly writing, technical writing, project management, data analysis, research writing, agile, lean, scrum methodology
- **Certifications:** CPR/AED



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

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Name: <b>David Wells</b>	Election	<input type="checkbox"/> Columbia	<input type="checkbox"/> Cunningham	<input type="checkbox"/> Fork Union
	District:	<input type="checkbox"/> Palmyra	<input checked="" type="checkbox"/> Rivanna	<input type="checkbox"/> Other

EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.):

FCSO from 2006-2022. Retired as Chief Deputy. Currently Director of Public Safety for Lake Monticello Owners' Association.

CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:

Fluvanna DSS current board member & past chair. Fluvanna planning transportation subcommittee.

CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):

REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY:

Fluvanna is my home and I miss serving the entire county since I retired.

### Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

**PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES (BCC)  
ON WHICH YOU WISH TO SERVE.**

X	BCC	X	BCC	X	BCC
	Agricultural/Forestral District Advisory Committee		Finance Board		Piedmont Virginia Community College (PVCC) Board
	Board of Equalization (BOE)		Fluvanna Partnership for Aging Committee (FPA)		Planning Commission (PC)
	Board of Zoning Appeals (BZA)		Fork Union Sanitary District (FUSD) Advisory Committee		Region Ten Community Services Board
	Building Code of Appeals Board		James River Water Authority (JRWA)		Rivanna River Basin Commission
X	Central Virginia Regional Jail (CVRJ) Authority		JAUNT Board		Social Services Board
	Columbia Task Force (CARE)		Jefferson Area Board of Aging (JABA) Advisory Council		Thomas Jefferson Planning District Commission (TJPDC)
	Community Policy & Management Team (CPMT)		Jefferson Area Board of Aging (JABA) Board of Directors		Thomas Jefferson Water Resources Protection Foundation
X	Economic Development Authority (EDA)		Library Board of Trustees		
X	Economic Develop. & Tourism Advisory Council (EDTAC)		Monticello Area Community Action Agency (MACAA)		
	Family Assessment and Planning Team (FAPT)	X	Parks & Recreation Advisory Board (RAB)		

Submit by email ([clerk@fluvannacounty.org](mailto:clerk@fluvannacounty.org)) or mail to:

County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963

By signing below you are indicating that you have read and understand the Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.

In accordance with Virginia Code §2.2-3705.1, by submitting this application, it is presumed that you are providing your personal contact information to be used for communicating with the County, and unless otherwise indicated by you, your personal contact information will not be shared publicly.

Applicant's Signature <i>(Typing name below serves as digital signature)</i> <b>David Wells (from file)</b>		Date <b>11/5/2024</b>	
Mailing Address (including City, State, & ZIP) <b>22 Old Homestead Circle</b>		Physical Address (if different)	
Years Lived in Fluvanna <b>16</b>	Phone # [REDACTED]	Alternate Phone #	Email Address [REDACTED]
Office Use Only			
Application Received On:	<b>11/5/2024</b>	Application Received By:	
Acknowledgement Sent:	<b>11/6/2024</b>	Caitlin Solis	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Applicants are considered as vacancies occur and your application will be kept on file for three years.

Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services. Before completing the application, please review the membership requirements for the Board, Commission, or Committee for which you are interested. Applicants who do not meet membership requirements will not be put forward for consideration.

Name: <b>Garren Charles</b>	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input checked="" type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): <b>See Resume</b>	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: <b>None</b>	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): <b>NA</b>	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I have lived in Fluvanna County and have fallen in love with this county. I have decided to raise my family here and my wife was born and raised here. I seek to take an already great county and do my part to make it even better. As a Sheriff deputy for the county I served this county in that way and was unable to dual serve Fluvanna County during that time. Now that I have advanced my education and experience landing an exciting role in the private sector, I can continue to serve Fluvanna County in a local government capacity. I seek to strive for fairness, efficiency, and humility as a local government official like I did as a Sheriff Deputy.	

### **Fluvanna County Board, Committee, and Commission Attendance Policy**

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
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5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.



**PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES (BCC)  
ON WHICH YOU WISH TO SERVE.**


X	BCC	X	BCC	X	BCC
X	Agricultural/Forestral District Advisory Committee	X	Finance Board	X	Piedmont Virginia Community College (PVCC) Board
X	Board of Equalization (BOE)	X	Fluvanna Partnership for Aging Committee (FPA)		Planning Commission (PC)
X	Board of Zoning Appeals (BZA)	X	Fork Union Sanitary District (FUSD) Advisory Committee		Region Ten Community Services Board
X	Building Code of Appeals Board		James River Water Authority (JRWA)		Rivanna River Basin Commission
X	Central Virginia Regional Jail (CVRJ) Authority	X	JAUNT Board	X	Social Services Board
	Columbia Task Force (CARE)		Jefferson Area Board of Aging (JABA) Advisory Council	X	Thomas Jefferson Planning District Commission (TJPDC)
X	Community Policy & Management Team (CPMT)		Jefferson Area Board of Aging (JABA) Board of Directors	X	Thomas Jefferson Water Resources Protection Foundation
	Economic Development Authority (EDA)	X	Library Board of Trustees		
X	Economic Develop. & Tourism Advisory Council (EDTAC)		Monticello Area Community Action Agency (MACAA)		
X	Family Assessment and Planning Team (FAPT)	X	Parks & Recreation Advisory Board (RAB)		

Submit by email ([clerk@fluvannacounty.org](mailto:clerk@fluvannacounty.org)) or mail to:

County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963

By signing below you are indicating that you have read and understand the Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.

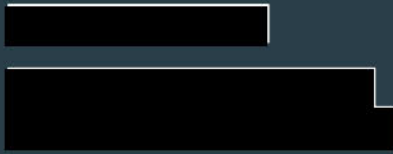
In accordance with Virginia Code §2.2-3705.1, by submitting this application, it is presumed that you are providing your personal contact information to be used for communicating with the County, and unless otherwise indicated by you, your personal contact information will not be shared publicly.

Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
Garren Christian Charles		11-18-2024	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
5090 James Madison Hwy Fork Union 23055			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
8			

**Office Use Only**

Application Received On:	11-18-2024	Application Received By:	Leontyne Peck
Acknowledgement Sent:	11-18-2024		
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

## Contact



## Top Skills

Cutlery  
Rotating produce  
Forklift Operation

## Languages

English (Native or Bilingual)

## Certifications

Fork Lift Certified

# Garren Charles

Sheriff Deputy at Fluvanna County Sheriff Office  
Greater Charlottesville Area

## Summary

I am a dedicated and results-driven Field Area Manager at U-Haul, with 7 years of experience in law enforcement before finishing my bachelors degree in business administration with the concentration and organizational leadership. I have now switched to the business sector, utilizing my specialized training in law enforcement to equip myself to excel in the private sector. Known for my strong work ethic, attention to detail, and ability to lead with efficiency, I ensure that all U-Haul dealers meet company standards for customer service, safety, and operational excellence.

My role requires a hands-on approach to problem-solving, team leadership, and process optimization, and I am always open to new ideas and innovative solutions that drive continuous improvement. I excel in de-escalation , coordinating logistics, and executing strategies that maximize performance and profits while fostering a culture of collaboration and accountability.

With a background in law enforcement and management experience. I am committed to upholding U-Haul's reputation for providing high-quality service while maintaining the operational integrity of the business. I am passionate about identifying opportunities for growth and enhancing the customer experience through strategic planning and effective team management that leads to profits for the company and shareholders alike. This excellence will also enhance the customers experience leading to repetitive customers and growth opportunities.

This version reflects your position and highlights your leadership, attention to detail, and openness to new approaches. Feel free to personalize it with specifics about your achievements or expertise!

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## Experience



**TWO MEN AND A TRUCK®**

Driver Captian 1

August 2024 - Present (4 months)

Charlottesville, Virginia, United States

**Fluvanna County Sheriff Office**

Sheriff Deputy

July 2022 - Present (2 years 5 months)

Fluvanna County, Virginia, United States

**McDonald's**

Shift Manager

July 2023 - September 2024 (1 year 3 months)

Gordonsville, Virginia, United States

**Walmart**

Tire Technician

November 2022 - May 2024 (1 year 7 months)

Gordonsville, Virginia, United States

**AutoZone**

Shift Manager

February 2023 - July 2023 (6 months)

Louisa, Virginia, United States

**Sam's Club**

Tire Technician and Service Writer

December 2019 - November 2022 (3 years)

Charlottesville, Virginia, United States

**Town of Gordonsville Police Department**

Police Officer

June 2021 - July 2022 (1 year 2 months)

Gordonaville, VA

**Louisa County Sheriff's Office**

Deputy Sheriff

July 2020 - April 2021 (10 months)

Louisa, Virginia, United States

**Albemarle-Charlottesville Regional Jail**



Correctional Officer  
November 2017 - July 2020 (2 years 9 months)  
Charlottesville, Virginia, United States

Jiffy Lube International  
Assistant Manager  
July 2019 - December 2019 (6 months)  
Charlottesville, Virginia, United States

Walmart  
Tire and Lube Technician  
March 2016 - July 2019 (3 years 5 months)  
Gordonsville, Virginia, United States

UVA Health  
4 years 6 months  
Patient Care Technician  
May 2014 - December 2017 (3 years 8 months)  
Charlottesville, Virginia, United States

Patient and Equipment Transporter  
July 2013 - April 2014 (10 months)  
Charlottesville, Virginia, United States

UPS  
Package Handler  
October 2015 - January 2016 (4 months)  
Charlottesville, Virginia, United States

Express Carwash  
Carwash basic detailer  
May 2015 - August 2015 (4 months)  
Charlottesville, Virginia, United States

Whole Foods Market  
Grocery Team Member  
October 2012 - July 2013 (10 months)  
Charlottesville, Virginia, United States

Harris Teeter  
1 year 2 months

Produce Clerk

July 2012 - October 2012 (4 months)

Crozet, Virginia, United States

Grocery Clerk

September 2011 - July 2012 (11 months)

Crozet, Virginia, United States

Moutainside senior living

Nursing Assistant

July 2012 - July 2012 (1 month)

Crozet, Virginia, United States

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## Education

Southern New Hampshire University

Bachelor of Business Administration - BBA, Business Administration and Management, General · (August 2021 - April 2024)

Central Shenandoah Criminal Justice Training Academy

Certified, Basic law · (July 2020 - December 2020)

Piedmont Virginia Community College

Associate of Science - Business Administration, Business Administration and Management, General · (January 2013 - December 2019)

Piedmont Virginia Community College

Certificate, General Studies · (January 2013 - December 2019)

Piedmont Virginia Community College

Certificate, Health Services · (January 2013 - November 2019)



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

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Name: <b>Glenn Hartman</b>	Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): No formal public service education.	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: US Navy First Class Petty Officer Association Member. Boy Scouts of America District Committee Member.	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): United State Navy, Enlisted Active Duty, 1995 - 2015. Boy Scouts of America, Den Leader, 2016 - 2018. Boy Scouts of America, Unit Commissioner, 2018 - 2020.	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I believe in the importance of citizens to participate in their local governments. I want to contribute and to do my part. As a regular citizen in Fluvanna County I have the ability to use my personal perspective to make proactive, positive contributions to enhance business and tourism in the county. I desire to assist in the conceptualization, development, and prioritization of economic development and tourism support projects in our county.	

### Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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	Community Policy & Management Team (CPMT)		Jefferson Area Board of Aging (JABA) Board of Directors		Thomas Jefferson Water Resources Protection Foundation
	Economic Development Authority (EDA)		Library Board of Trustees		
X	Economic Develop. & Tourism Advisory Council (EDTAC)		Monticello Area Community Action Agency (MACAA)		
	Family Assessment and Planning Team (FAPT)		Parks & Recreation Advisory Board (RAB)		

**Submit by email ([clerk@fluvannacounty.org](mailto:clerk@fluvannacounty.org)) or mail to:  
County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963**

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Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
Glenn Hartman (from file)		9/24/2024	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
156 Ruritan Lake Road, Scottsville, VA 24590			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
2	██████████		██████████@██████████.██████████
<b>Office Use Only</b>			
Application Received On:	9/24/2024	Application Received By:	
Acknowledgement Sent:			
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

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

**TAB B**

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





**VDOT Maintenance Issues or Concerns**  
**Call 1-800-367-ROAD**

## **October Report**

Fluvanna County  
November 2024

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## MAINTENANCE

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### Palmyra & Zions Crossroads Area Headquarters for the month of October 2024

- Pothole Patching Rte 619,629,761
- Tree Debris Removal Rte 15, 601, 624,632,656,659,761
- Gradall Ditching Rte 693, 694
- Mowing Secondary Routes 602,605,606, 659,685
- Litter Control Rte 6,15,53,642
- Dead Animal Removal Rte 15,53
- Mowing Rte 15
- Electoral Signs Removed in ROW-Countywide
- Shoulder Repair Rte 1015

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## LAND DEVELOPMENT & PERMITS

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### Plans Found Acceptable

### Plans In Review

Technical Review Committee  
Reventon Subdivision  
Antioch Baptist Church

### LUPS Permits Issued and Completed

VDOT issued 1 permit in October 2024  
VDOT closed 8 permits in October 2024



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## CONSTRUCTION

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### Bridge Projects

- **BRDG-967-548, N501 (UPC 121080) On-Call Bridge Maintenance Contract** – Bridge maintenance on various structures.  
Scope: Bridge Maintenance -Various locations  
Estimated Contract Completion Date: December 31, 2024  
*(Currently inactive in the area)*

### Road Projects

- **ADA Compliance 9999-967-317, N01 (UPC 124876)** various locations. Procurement in progress  
NTP: Specific to each task order  
Scope: On call ADA compliance  
Estimated contract completion date: August 01, 2025 (T1)  
*(Currently inactive in the area)*
- **9999-967-620, N01 (UPC 119781) On-call Signal** District wide various locations.  
NTP: Specific to each task order  
Scope: District wide On-call signals contract  
Estimated contract completion date: December 31, 2025 (T1)  
*(Currently inactive in the area)*

### Schedules

- **ST7A-967-F24, P401 (UPC 123572)** Various routes. Punchlist work in progress.  
NTP: March 25, 2024  
Scope: Plant Mix  
Estimated contract completion date: October 20, 2024

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## TRAFFIC STUDIES/ SPECIAL REQUESTS

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**Rte 15, James Madison Highway-Speed study of Rte 15 Corridor.**

**Request Received on 8/8/2024**

**Status: In Progress**

**Rte 662, Dobby Creek Road-Speed study request from Rte 645, Beals Lane to Rte 611, Paynes Landing Road**

**Request Received on 8/21/2024**

**Status: Completed on 10/18/2024. Crash history does not indicate need for further speed reduction.**

**Rte 672, Carys Creek Road Unpaved-Speed Limit Sign Request (35MPH)**

**Request Received on 9/19/2024**

**Status: In Progress**

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

**TAB C**

<b>MEETING DATE:</b>	December 4, 2024				
<b>AGENDA TITLE:</b>	Authorization to Advertise a Public Hearing for a Lease Agreement with Monticello Area Community Action Agency to Lease Property at Carysbrook Complex				
<b>MOTION(s):</b>	<b>I move that the Board of Supervisors advertise a public hearing to be held December 18, 2024 for the lease of property to the Monticello Area Community Action Agency.</b>				
<b>BOS WORKPLAN?</b>	Yes	No	<b>If yes, list item(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Dan Whitten, County Attorney				
<b>PRESENTER(S):</b>	Dan Whitten, County Attorney				
<b>RECOMMENDATION:</b>	Advertise a Public Hearing on December 18, 2024 to approve MACAA lease.				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• Before the pandemic MACAA used the space under the Carysbrook gym for a thrift store, for food-pantry operations, and for office space for emergency assistance counselling services.</li> <li>• This lease formalizes the previously-existing arrangement.</li> <li>• MACAA is planning to re-open the thrift store.</li> <li>• Lease term will be 5 years with an automatic 5-year renewal term.</li> <li>• The Board will be retroactively approving the advertisement which will be advertised in the December 5, 2024 Fluvanna Review.</li> </ul>				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Lease between County and MACAA</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X				



## GROUND SPACE LEASE

THIS DEED OF GROUND SPACE LEASE (“Lease”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, in accordance with Virginia Code Section 15.2-1800, by and between the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, (“Lessor”), whose address is P.O. Box 540, Palmyra, Virginia 22963, and MONTICELLO AREA COMMUNITY ACTION AGENCY (“MACAA”), a not-for-profit corporation organized under the laws of the Commonwealth of Virginia, (“Lessee”), whose address is 1025 Park St. Charlottesville, VA 22901 The Lessor and Lessee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

Now therefore, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

**1. Premises.** Lessor is the owner of certain real property located in the County of Fluvanna, Virginia, hereinafter referred to as the “Premises,” more particularly described as the basement level under the gymnasium at the Carysbrook Complex located at 8788 James Madison Highway, Fork Union VA 23055. The Premises shall include a non-exclusive right of ingress and egress from James Madison Highway to the Premises over the existing driveway or such other travelway(s) as Lessor may designate from time to time, and non-exclusive and reasonable use of the parking lot adjacent to the Premises

**2. Demise of the Premises.** Lessor, in consideration of the terms, covenants, conditions and agreements set forth in this Lease, does hereby let and demise unto Lessee and Lessee does hereby take from the Lessor the Premises.

**3. Title to Premises.** The Lessor represents and warrants to the Lessee that it has the power and authority to execute this Lease and to carry out and perform all covenants to be performed by the Lessor under this Lease.

**4. Condition of Premises.** The Premises are vacant and undeveloped and are leased to the Lessee “as is” with all faults, without warranty or representation by Lessor as to condition or usefulness of the Premises for any purpose. The Lessee covenants and represents that it has inspected and is fully familiar with the condition of the Premises and accepts it “as is.”

**5. Use of Premises.** Lessee shall use the Premises exclusively for the operation of a non-profit food pantry, a non-profit thrift store, and emergency assistance counselling services, together with such other programs as may be developed to assist Lessee with its mission of operating a non-profit food pantry, a thrift store, and providing emergency assistance counselling services. Lessee shall not commit or permit any waste or nuisance in or about the Premises and shall not do anything that might create an unreasonable fire hazard on the Premises. Lessee shall not violate any applicable law regarding the use of the Premises. No other use may be made of the Premises without the prior written consent of Lessor, which may be granted or withheld in Lessor’s sole discretion. Lessee shall be solely responsible for obtaining any and all permits required for the construction and/or relocation of its improvements and conduct of its business.

**6. Term; Renewal.** This Lease begins at 12:01 A.M. on January 1, 2025 (the “Commencement Date”), and runs for a term of five (5) years until 12:00 A.M. on December 31, 2029 unless the Lease is terminated in accordance with the terms of this Lease. Thereafter, the Lease shall automatically be renewed for an additional five (5) year term unless either Party notifies the other that the Lease is not to be renewed, which notice must be given at least one hundred and twenty (120) days before the end of the term. The foregoing shall not be construed in any way to require either the Lessor or the Lessee to enter into such a renewal term or terms.

**7. Options to Terminate.** Lessor and Lessee shall each have the right to terminate this Lease at any time, without cause, by giving not less than one hundred twenty (120) days written notice to the other Party.

In the event Lessor exercises the option to terminate set forth in this Section 7, Lessor shall pay Lessee an amount for the improvements to the Premises consistent with a straight-line depreciation from the Commencement Date based upon the original construction/relocation cost of the improvements. Lessor shall have no other obligation to pay Lessee with respect to Lessee’s improvements to the Premises.

#### **8. Utilities; Site Maintenance**

(A) Lessee shall be solely responsible for and shall pay for all charges for telephone service and any other communication or information service used, rendered or supplied upon or in connection with the Premises, including, but not limited to, the permits, connections charges, and installation of telephone and other communication services for its operations, and shall indemnify the Lessor against any and all liability or damages on such account. Lessee shall make reasonable use of any utilities used by it.

(B) Lessee agrees to maintain any improvements constructed/relocated on the Premises in good repair.

(C) In addition to the repairs referenced in subparagraph (B) above, Lessee agrees to keep the interior and exterior of the Premises in reasonably sanitary, neat and orderly condition, which shall include, without limitation, timely removal of accumulations of snow and ice, cleanup of trash and other debris and orderly storage of materials on the Premises itself. No materials, equipment or item of any kind shall be leaned against or otherwise stored in contact with the exterior walls of the building or be stored outside of the building.

(D) Repairs shall be performed by the County such as structural repairs to the Premises, the exterior of the buildings of the Premises, the common areas, and heating and cooling systems provided that such repairs have not been necessitated by the act, fault, or negligence of Tenant, or Tenant’s agents. Tenant shall promptly notify the County of all maintenance and repairs that it believes are necessary. Tenant shall be responsible for the cost of repair or damage caused by Tenant that is not the result of normal wear and tear.

**9. Security; Access; Inspection.** Lessee shall maintain the Premises in a reasonably secure

condition and shall be solely responsible for the security of the Premises. Lessor shall have access to the Premises at all reasonable times during business hours for the purpose of inspecting the same for compliance with this Lease. Lessor and any responsible utility provider shall further have access to the exterior of the Premises for the purpose of installing, repairing, replacing and maintaining utility and/or service lines on or adjacent to the Premises at any time. Lessee shall provide Lessor with a list of individuals to contact in the event of an emergency on the Premises.

**10. Improvements.** Tenant shall have the right, upon written notice to and with written consent of the County to make such alterations, additions, or improvements to the Premises as it considers necessary or desirable for the conduct of its activities, provided that such work is approved, in writing in advance, by the County Administrator. All such work shall be performed in a good and workmanlike manner, using the same quality workmanship and materials as exist on the Premises, and the structural integrity of buildings or Premises shall not be impaired, and that no liens shall attach to the Premises by reason thereof. Notice of such proposed alteration, additions, or improvements and the proposed contractor shall be submitted in writing for the County's approval. Upon the termination of this Lease such alterations, additions, or improvements shall become the property of County. Tenant shall pay the entire cost of construction and installation of such alterations, additions or improvements.

**11. Taxes.** Lessee shall pay any personal property, real estate, or other taxes, assessments, or charges levied against Lessee's leasehold, use of the Premises and/or the installation, maintenance, and operation of the Lessee's improvements.

**12. Compliance with Laws.** Lessee shall, at Lessee's sole cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agencies having jurisdiction over the Premises and Lessee's operations thereupon, including but not limited to obtaining any and all permits for construction of the improvements and operation of the Lessee's use.

**13. Indemnification.** Lessee shall indemnify, defend and hold harmless Lessor against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Lessee, its employees, contractors, or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Lessor, or its employees, contractors, or agents.

**14. Insurance.** Lessee agrees that at its own cost and expense, it shall continuously maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of \$1,000,000 per occurrence. Lessee shall include Lessor as an additional insured and provide Lessor with a certificate evidencing such insurance prior to the commencement of this Lease, upon each renewal or change in the insurance, and otherwise upon request by Lessor. Nothing contained in this Lease shall be deemed to be a waiver of sovereign immunity by the Lessor. Lessee acknowledges that Lessor is not an insurer of Lessee's property and Lessee shall maintain such all-risk property insurance covering Lessee's fixtures, improvements, and personal property as Lessee deems appropriate for the protection of Lessee.

**15. Default.** If Lessor or Lessee fails to comply with any provisions of this Lease which the other Party claims to be a default hereof, the Party making such claim shall serve written notice of such

default upon the defaulting Party and the defaulting Party shall be given thirty (30) days to cure such default. Said defaulting Party shall provide evidence that it is making a good faith effort to cure said default to the other Party upon request. Waiver of or failure to take any action with respect to any default shall not constitute a waiver of any subsequent or other default or the same or a different provision of this Lease.

**16. Exclusive Venue; Attorney Fees and Expenses.** In the event of any litigation arising under this Lease, the Parties agree that the exclusive venue therefor shall be in the courts located in the County of Fluvanna, and that the non-prevailing Party shall, upon demand, reimburse the substantially prevailing Party for all costs and expenses arising therefrom from time to time, including reasonable attorneys' fees.

**17. Assignment; Sublease.** Lessee shall not transfer or assign its rights under this Lease or let or sublet, in whole or in part, the Premises or any portion thereof, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. No assignment or sublease shall relieve Lessee of any responsibilities under this Lease, unless Lessor specifically agrees to such release in writing.

**18. Signs.** With the prior written consent of Lessor, Lessee may place on the Premises appropriate signs for advertising the business or location of the non-profit food pantry, the thrift store, and the emergency assistance counselling services. All such signs must comply with all requirements of applicable laws, ordinances, and regulations. Lessee shall be solely responsible for obtaining any permits which may be required for any such sign. Upon the termination of this Lease, Lessee shall remove any sign erected or placed upon the Premises by Lessee, and Lessee shall repair any damage to the Premises caused by such attachment and/or removal.

**19. Quiet Enjoyment.** Subject to the terms of this Lease, Lessor covenants that the Lessee shall have quiet possession and enjoyment of the Premises throughout the Lease Term, as long as the Lessee is not in default hereunder.

**20. Real Estate Agents.** Lessor and Lessee warrant that they have had no dealing with any real estate broker or agent in connection with the negotiation of this Lease and that they know of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. The Parties agree to assume responsibility for their own broker's fees, if any.

**21. Surrender of Premises.** Upon the termination of this Lease, Lessee shall surrender the Premises promptly in accordance with the terms of this Lease. Any failure of Lessee to surrender the Premises shall be considered a holding over creating a tenancy at will with Lessee continuing to have all applicable responsibilities under this Lease.

**22. Notices.** Any notice, demand or communication required or permitted hereby shall be deemed to be sufficient if in writing and delivered by certified mail, return receipt requested, or in person or by commercial delivery service to the Parties, respectively, at the addresses set forth above. Any Party may substitute another address by giving a notice in the manner required. Any Party may also provide an email address or a facsimile number for the provision of any notice. Any notice given by mail shall be deemed to be received on the fifth (5<sup>th</sup>) business day after deposit postage prepaid in the



United States mail, certified, return receipt requested. Any notice given by hand shall be deemed to be received when delivered. Notice by commercial delivery service, facsimile transmission or email shall be deemed to be received on the date shown on the receipt or certificate of delivery or report of transmission applicable to the method of delivery, provided that any notice delivered by facsimile transmission or email shall also be sent by United States first- class mail, postage prepaid.

**23. Survival.** The provisions of this Lease relating to indemnification by the Lessee shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require or contemplate performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

**24. General Provisions.** This Lease contains the final and entire agreement between the parties hereto, superseding any and all prior agreements, representations or other matters preexisting between the parties regarding the subject matter hereof.

As appropriate to the context, the masculine shall include the feminine and neutral genders and vice versa, and the singular shall include the plural and vice versa. The headings contained in this Lease are inserted for convenience only and are not intended to be part of the Lease. They shall not affect or be utilized in the construction or interpretation of the Lease.

Any amendment or modification to this Lease is to be contained in a writing signed by the parties to this Lease. This Lease shall be binding upon and inure to the benefit of the parties to this Lease and their respective heirs, successors and assignees. This Lease shall be construed in accordance with the laws of the Commonwealth of Virginia and of the County of Fluvanna.

[Signature page to follow.]

WITNESS the following duly authorized signatures:

LESSOR:

COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_(SEAL)  
Eric M. Dahl, County Administrator

STATE OF VIRGINIA,  
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Eric M. Dahl, County Administrator of Fluvanna County on behalf of the Board of Supervisors of Fluvanna County, Virginia.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM: FLUVANNA COUNTY ATTORNEY

By: \_\_\_\_\_  
Dan Whitten, County Attorney

LESSEE:

MONTICELLO AREA COMMUNITY ACTION AGENCY

A not-for-profit corporation organized under the laws of the Commonwealth of Virginia

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

STATE OF VIRGINIA,  
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, \_\_\_\_\_ of Monticello Area Community Action Agency.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary

(Seal)

**PUBLIC HEARING**  
**Fluvanna County Board of Supervisors**  
Wednesday, December 18, 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:

**Lease agreement between Fluvanna County and Monticello Area Community Action Agency for use of space at Carysbrook Complex.**

Copies of the complete text of the above lease are available for public review at <https://www.fluvannacounty.org/> and at the Office of the Fluvanna County Administrator during normal business hours. All interested persons wishing to be heard are invited to attend the public hearing.

---

TO: Fluvanna Review

Advertise on the following dates: December 5, 2024

Authorized by: Fluvanna County Board of Supervisors

Bill to: Board of Supervisors

\*\*\*\*\*

CONTACT INFORMATION:

Caitlin Solis  
Clerk, Board of Supervisors  
Fluvanna County  
P. O. Box 540  
Palmyra, VA 22963  
[csolis@fluvannacounty.org](mailto:csolis@fluvannacounty.org)  
434-591-1910  
434-591-1913

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

**TAB D**

<b>MEETING DATE:</b>	December 4, 2024				
<b>AGENDA TITLE:</b>	Fluvanna County Community Center Commercial Kitchen				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the Commercial Kitchen Rental Fees as presented in the Fluvanna County Community Center Commercial Kitchen Use Application.</b>				
<b>BOS WORKPLAN?</b>	Yes	No	<b>If yes, which item(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Jennifer Schmack, Director of Economic Development				
<b>PRESENTER(S):</b>	Jennifer Schmack, Director of Economic Development				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Current				
<b>DISCUSSION:</b>	<p>Collaboration began in 2015, between Fluvanna County and Cooperative Extension staff to create a commercial kitchen in an existing space in the Fluvanna Community Center. The Cooperative Extension purchased kitchen equipment using remaining Fluvanna County budgeted funds.</p> <p>In November 2022, certification to operate a Commissary Kitchen was issued by the health department. Fluvanna County Parks and Recreation began accepting rental applications for use of the Commercial Kitchen on January 2, 2023.</p> <p>When the County originally received the certification to operate the Commissary Kitchen, it was understood that a permanent part-time Serve Safe Manager was required per the Virginia Department of Health. It has since been communicated that is not the case, Economic Development and Parks and Recreation staff can oversee it. There may be a periodic need for flex part-time staffing.</p> <p>Currently, the hourly Use Fees are the second highest in the region. Eliminating the Commercial Kitchen Coordinator position will allow for a reduction in Use Fees, making the kitchen more competitive in the Central Virginia region. The reduction in Use Fees will still cover expenditures.</p>				
<b>FISCAL IMPACT:</b>	Approval would open opportunities for patrons of Fluvanna County and surrounding counties to have access to a commercial kitchen for commercial food production.				
<b>POLICY IMPACT:</b>	None				

<b>LEGISLATIVE HISTORY:</b>	None				
<b>ENCLOSURES:</b>	• Fluvanna County Commercial Kitchen Rental Application				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		<b>X</b>			<b>X</b>





# Fluvanna County Community Center Commercial Kitchen Use Application

For questions about your application, please contact Parks and Recreation at (434) 589-2016.  
Please notify the Parks Department if any information below changes.

### General Requirements and Information

1. Photo ID required.
2. Application due at least 30 days before your rental date (may be submitted up to 12 months in advance).
3. Submit supporting documents with application or at least 2 weeks prior to your rental date.
4. \$100 Deposit required with application, to be returned at the end of term of Commercial Kitchen User Agreement.
5. Two hour minimum rental.
6. Full rental fee due 2 weeks prior to your rental date.
7. Submit copy of Certificate of Liability Insurance (see section K(3) of Commercial Kitchen User Agreement).
8. An Applicant is anyone who is preparing, serving, selling or sampling food in or from the commercial kitchen.
9. Any individual or organization cooking food on site to be sold to the general public **MUST OBTAIN A PERMIT** through the Health Department (Ph: 434-589-1960) or VA Department of Agriculture and Consumer Services and present a copy of permit/license with this application.

### APPLICANT INFORMATION

Applicant Full Name		Business / Organization / Group Name		
Mailing Address		Event On-Site Manager Name and Phone Number		
Phone	Cell	Email		
Rental Date(s) Requested	Application Type <input type="checkbox"/> Individual <input type="checkbox"/> Non-Profit Org. <input type="checkbox"/> For Profit Org.	18+ Yrs Old? <input type="checkbox"/> Yes <input type="checkbox"/> No	County Resident? <input type="checkbox"/> Yes <input type="checkbox"/> No	Liability Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No

Activity:  Educational Activity  501c Fundraiser  Food Production (VDACS)  Food Production (VDH)  
 Mobile Food Unit Commissary  Mobile Food Unit Potable Water Filling

### USE FEES

Activity Hours	Fees per Hour	
	Resident	Non- Res.
Monday - Saturday 8:00 am - 5:00 pm	<del>\$35.00</del> \$25.00	<del>\$40.25</del> \$30.25
Other Hours	<del>\$50.00</del> \$40.00	<del>\$57.50</del> \$47.50
Potable Water Filling	\$25.00 for 15 Visits	

Attach any event-specific, additional information to the application.  
To include menu and planned usage.

## Acknowledgement

By signing below, I confirm that I have fully reviewed the Fluvanna County Community Center Commercial Kitchen Use and Policies Handbook and the Commercial Kitchen User Agreement, and I am fully aware of the policies and responsibilities contained therein. I understand that it is my responsibility to comply with the policies contained within the handbook and the Commercial Kitchen User Agreement, as a condition of my use of the Fluvanna County Community Center Commercial Kitchen.

Applicant's Signature \_\_\_\_\_

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

<b>Commercial Kitchen Rental Application Economic Development Use Only</b>					
Category	Yes	No	N/A		Initials
Initial Consultation Completed					
Commercial Kitchen User Agreement					
Business Plan/Menu Review					
Refer to Health Department or Department of Agriculture for Permit					

<b>Commercial Kitchen Rental Application Parks &amp; Recreation Use Only</b>					
Category	Yes	No	N/A		Initials
Complete Application and User Agreement Received					
Photo ID Checked					
Insurance Certificate of Liability					
Health Department Permit					
VA. Dept. of Agriculture Permit					
Deposit Received				Amount \$                      Check #	
Fee Received				Amount \$                      Check #	
Deposit Returned				Amount \$                      Date:	
Administration Approval					

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

**TAB E**

<b>MEETING DATE:</b>	December 4, 2024				
<b>AGENDA TITLE:</b>	Resolution Recommending Appointment to the Board of Equalization				
<b>MOTION(s):</b>	I move the Board of Supervisors adopt a resolution entitled, "A RESOLUTION RECOMMENDING APPOINTMENT TO THE BOARD OF EQUALIZATION;" and further direct the County Attorney submit to the court a suggested list of members for such Board of Equalization.				
<b>BOS WORKPLAN?</b>	Yes	No	If yes, list item(s):		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• The attached Resolution directs submission of the nominees for Circuit Court consideration and formal appointment and provides direction for making administrative support available to the BOE.</li> <li>• There are five Board of Equalization positions available, please select 5 of the 6 candidates.</li> </ul>				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Resolution Recommending Appointment to the Board of Equalization</li> <li>• Virginia § 58.1-3370. Appointment</li> <li>• Virginia § 58.1-3374. Qualifications of members; vacancies</li> <li>• Candidate Applications <ul style="list-style-type: none"> <li>○ Dan Nunziato (previously served on the 2019, 2021, and 2023 BOE)</li> <li>○ Nelson H Cook Jr (previously served on the 2023 BOE)</li> <li>○ Scott Marshall (previously served on the 2023 BOE)</li> <li>○ Woody Fincham (previously served on the 2023 BOE)</li> <li>○ David Chesly Harlow</li> <li>○ Garren Charles</li> </ul> </li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X				





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

**RESOLUTION No. 38-2024**

**A RESOLUTION RECOMMENDING APPOINTMENT TO  
 THE BOARD OF EQUALIZATION**

**WHEREAS**, Virginia Code Section 58.1-3370 requires the appointment of a Board of Equalization in each tax year immediately following the year a general reassessment is conducted in the County; and

**WHEREAS**, it is the desire of the Board of Supervisors of Fluvanna County to request that the Circuit Court of the County appoint such a Board and to suggest to the court the members to be appointed; and

**WHEREAS**, the Board of Supervisors desires to provide necessary clerical assistance for such Board of Equalization in accordance with Virginia Code Section 58-1-3376; and

**WHEREAS**, a general reassessment of the County has recently been completed; and

**WHEREAS**, the Fluvanna County Board of Supervisors requests the Board of Equalization to meet as frequently as necessary to hear all appeals from landowners concerning their reassessment; and

**WHEREAS**, the Fluvanna County Board of Supervisors encourages the Board of Equalization to meet with the assessors and review and evaluate their method of assessing the value of land in this reassessment.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Supervisors of Fluvanna County, as follows:

- 1) That the County Attorney be, and he is hereby, **DIRECTED** to request the appointment by the Circuit Court of the County of a Board of Equalization as required by law; and that, in so doing, the County Attorney submit to the court a suggested list of members for such Board of Equalization, such list being attached to this resolution as Exhibit A; and
- 2) That the County Administrator be, and he is hereby, **AUTHORIZED AND DIRECTED** to provide necessary clerical assistance for such Board of Equalization, by the hiring of additional personnel or otherwise providing support as may be necessary; and
- 3) That the Commissioner of the Revenue be, and he is hereby, **REQUESTED** to assist such Board of Equalization.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 4th day of December 2024:

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

Attest:

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





Code of Virginia  
Title 58.1. Taxation  
Subtitle III. Local Taxes  
Chapter 32. Real Property Tax  
Article 14. Boards of Equalization

## § 58.1-3370. Appointment

A. The circuit court having jurisdiction within each city and each county other than those counties operating under § 58.1-3371 shall, in each tax year immediately following the year a general reassessment or annual or biennial assessment is conducted in such city or county, appoint for such city or county a board of equalization of real estate assessments, unless such county or city has a permanent board of equalization appointed according to law. In addition, at the request of the local governing body, the circuit court may appoint alternate members as provided in subsection B of § 58.1-3373, and the provisions of that subsection shall apply mutatis mutandis.

B. The term of any board of equalization appointed under the authority of this section shall expire one year after the effective date of the assessment for which it was appointed. However, if a taxpayer applies to the commissioner of the revenue or other official performing the duties imposed on commissioners of the revenue for relief from a real property tax assessment prior to the expiration of the board of equalization's term, and the term of the board of equalization expires prior to a final determination on such application for relief, and the taxpayer advises the circuit court that he wishes to appeal the determination to the board of equalization, then the circuit court may reappoint the board of equalization to hear and act on such appeal.

Code 1950, § 58-895; 1975, c. 575; 1979, c. 577; 1983, c. 304; 1984, cc. 273, 675; 1991, c. 240; 2014, c. 19; 2018, c. 604.

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.



Code of Virginia  
Title 58.1. Taxation  
Subtitle III. Local Taxes  
Chapter 32. Real Property Tax  
Article 14. Boards of Equalization

## § 58.1-3374. Qualifications of members; vacancies

Except as provided in § 58.1-3371 or 58.1-3373, every board of equalization shall be composed of not less than three members nor more than five members or the number of local election districts in the locality, whichever is greater. In addition to such regular members, at the request of the local governing body, the circuit court for any locality shall appoint one alternate member in the case of a board with less than five members, and two alternate members in the case of a board with five or more members. The qualifications, terms and compensation of alternate members shall be the same as those of regular members. A regular member when he knows he will be absent from or will have to abstain from any proceeding at a meeting shall notify the chairman of the board of equalization at least 24 hours prior to the meeting of such fact. The chairman may select an alternate to serve in the absent or abstaining member's place and the records of the board shall so note. Such alternate member may vote on any proceeding in which a regular member is absent or abstains.

All members of every board of equalization, including alternate members, shall be residents, a majority of whom shall be freeholders, in the county or city for which they are to serve and shall be selected from the citizens of the county or city. Appointments to the board of equalization shall be broadly representative of the community. Thirty percent of the members of the board shall be commercial or residential real estate appraisers, other real estate professionals, builders, developers, or legal or financial professionals, and at least one such member shall sit in all cases involving commercial, industrial or multi-family residential property, unless waived by the taxpayer. No member of the board of assessors shall be eligible for appointment to the board of equalization for the same reassessment. In order to be eligible for appointment, each prospective member of such board shall attend and participate in the basic course of instruction given by the Department of Taxation under § 58.1-206. In addition, at least once in every four years of service on a board of equalization, each member of a board of equalization shall take continuing education instruction provided by the Tax Commissioner pursuant to § 58.1-206. Any vacancy occurring on any board of equalization shall be filled for the unexpired term by the authority making the original appointment.

On any board or panel thereof considering appeals of commercial or multi-family residential property in a locality with a population exceeding 100,000, 30 percent of the members of such board or panel shall be commercial or multi-family residential real estate appraisers who are licensed and certified by the Virginia Real Estate Appraiser Board to serve as general real estate appraisers, other commercial or multi-family real estate professionals or licensed commercial or multi-family real estate brokers, builders, developers, active or retired members of the Virginia State Bar, or other legal or financial professionals whose area of practice requires or required knowledge of the valuation of property, real estate transactions, building costs, accounting, finance, or statistics. For the purposes of this section, commercial or multi-family residential property shall be defined as any property that is either operated as or zoned for use as commercial, industrial or multi-family residential rental property.





# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Applicants are considered as vacancies occur and your application will be kept on file for three years.

Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services. Before completing the application, please review the membership requirements for the Board, Commission, or Committee for which you are interested. Applicants who do not meet membership requirements will not be put forward for consideration.

Name: <b>Daniel T. Nunziato</b>	Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union
	District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other

EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.):  
 BA, Economics, New England College [1971] . Graduate, Professional Management Program, CBS School of Management [1983] and the Virginia Rural Leadership Development Program, Virginia Tech [1993]. I have also attended Graduate Degree Programs at Manhattan College and participated in numerous professional training programs.

I have over 40+ years [1971 to 2012] management experience in both the public and private sector for such organizations as the CBS Television Network, Ziff-Davis Publishing Company, Simon & Schuster, Jefferson-Madison Regional Library, University of Virginia and Zonin USA. I also was the President & Managing Partner of Palmyra Corporation [1990-2009] which owned the Palmyra Office Center and had other local investments.

Served from 1967 to 1970 in the US Army as a Military Intelligence Specialist.

CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:

Fluvanna County Board of Equalization [2019; 2021 - Secretary; 2023 - Chairman]. Fluvanna County Board of Assessors [1992-1993] Chairman & Secretary, Fluvanna County Economic/Industrial Development Authority. County Representative on the MACAA and Thomas Jefferson Housing Improvement Corp board's. Thomas Jefferson Regional Sustainability Council [1994]. Fluvanna County Officer of Elections.

CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):

Founding President, Fluvanna Housing Foundation. Formerly served as a Director, Treasurer and President of the Fluvanna County Chamber of Commerce. Since my retirement in 2012 I have at various times been a volunteer for the Virginia Film Festival, JABA and The Senior Center and Real Oldies 97.9 WREN, a low power, non profit radio station which is part of the Virginia Radio Coop.

REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY:

Since my wife and I moved to Fluvanna County in May 1988, I have witnessed a dramatic change in the County and the surrounding area. As the County continues to grow, I believe that I possess the education and experience that can benefit the community. I have a proven record in community involvement for over 30 years. I also believe that I have demonstrated that I have the judgment to exercise the skills necessary to interpret and apply the rules, policies and procedures that are required for an appointed position.

### Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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

**PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES (BCC)  
ON WHICH YOU WISH TO SERVE.**

X	BCC	X	BCC	X	BCC
	Agricultural/Forestral District Advisory Committee		Finance Board		Piedmont Virginia Community College (PVCC) Board
X	Board of Equalization (BOE)		Fluvanna Partnership for Aging Committee (FPA)		Planning Commission (PC)
	Board of Zoning Appeals (BZA)		Fork Union Sanitary District (FUSD) Advisory Committee		Region Ten Community Services Board
	Building Code of Appeals Board		James River Water Authority (JRWA)		Rivanna River Basin Commission
	Central Virginia Regional Jail (CVRJ) Authority		JAUNT Board		Social Services Board
	Columbia Task Force (CARE)		Jefferson Area Board of Aging (JABA) Advisory Council		Thomas Jefferson Planning District Commission (TJPDC)
	Community Policy & Management Team (CPMT)		Jefferson Area Board of Aging (JABA) Board of Directors		Thomas Jefferson Water Resources Protection Foundation
	Economic Development Authority (EDA)		Library Board of Trustees		
	Economic Develop. & Tourism Advisory Council (EDTAC)		Monticello Area Community Action Agency (MACAA)		
	Family Assessment and Planning Team (FAPT)		Parks & Recreation Advisory Board (RAB)		

**Submit by email ([clerk@fluvannacounty.org](mailto:clerk@fluvannacounty.org)) or mail to:  
County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963**

By signing below you are indicating that you have read and understand the Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.

In accordance with Virginia Code §2.2-3705.1, by submitting this application, it is presumed that you are providing your personal contact information to be used for communicating with the County, and unless otherwise indicated by you, your personal contact information will not be shared publicly.

Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
Daniel T. Nunziato		October 3rd, 2024	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
PO Box 358, Palmyra, VA 22963		182 Fox Hollow Lane, Palmyra, VA 22963	
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
36+	[REDACTED]	[REDACTED]	[REDACTED]
<b>Office Use Only</b>			
Application Received On:	10/3/2024	Application Received By:	
Acknowledgement Sent:	10/4/2024	Caitlin Solis	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Applicants are considered as vacancies occur and your application will be kept on file for three years.

Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services. Before completing the application, please review the membership requirements for the Board, Commission, or Committee for which you are interested. Applicants who do not meet membership requirements will not be put forward for consideration.

Name: <b>David Chesly Harlow</b>	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input checked="" type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): <b>See Attached Resume</b>	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: <b>See Attached Resume</b>	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: <b>To continue to be involved in my home county and to make sure that I can continue to contribute to the betterment and improvement of the county.</b>	

### Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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



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Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
David Chesly Harlow		11-07-2024	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
400 Rosewood Drive, Scottsville, VA 24590			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
32	<div style="background-color: black; width: 100px; height: 20px;"></div>		<div style="background-color: black; width: 100%; height: 20px;"></div>
<b>Office Use Only</b>			
Application Received On:	11-7-2024	Application Received By:	
Acknowledgement Sent:	11-7-2024	Leontyne Peck	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

# DAVID HARLOW

## EDUCATION

*Master of Business Administration (MBA)* **December 2024**  
**Johns Hopkins University Carey Business School** **Baltimore, MD**

- **Concentration:** Health Administration, Public and Private Sector Leadership, and Entrepreneurship, Innovation, and Technology

*Doctor of Philosophy (PhD)* **May 2022**  
**Liberty University** **Lynchburg, VA**

- **Concentration:** Education: Organizational Leadership

*Master of Arts (MA) in Human Services Counseling* **Sept 2018**  
**Liberty University** **Lynchburg, VA**

- **Concentration:** Health & Wellness

*Bachelor of Science (BS) in Health Sciences* **May 2015**  
**James Madison University** **Harrisonburg, VA**

- **Concentration:** Pre-Medicine Concentration

*Associates of Applied Science (AAS)* **July 2013**  
**Piedmont Virginia Community College** **Charlottesville, VA**

## CERTIFICATIONS

*Health Care Economics* **December 2023**  
**Harvard University – Harvard Business School** **Boston, MA**

*Python for Managers* **October 2023**  
**Columbia University – Columbia Business School** **New York, NY**

## LEADERSHIP EXPERIENCE

**Student Panelist – Academic Ethics Board** **September 2023 – May 2024**  
**The Johns Hopkins University** **Baltimore, MD - Remote**

- **Purpose:** Collaborate with 3 faculty members and 3 student panelists per hearing to hear cases on academic integrity concerns and render verdicts, thoughts, and opinions on the topics

**Fluvanna Leadership Development Program** **August 2023 – March 2024**

- **Purpose:** Developmental leadership program to provide tools to be more engaged and effective in local government within Fluvanna County. Some of the education provided reviews county ordinances, non-profit growth, school board and county administrator collaboration, in addition to Board of Supervisor support and networking.

**Council Member** **December 2022 – June 2025**  
**Library Board of Trustees** **Palmyra, VA**

- **Purpose:** Acts as a governing board for the Fluvanna County Library. Employ a competent and qualified library director. Determine the mission, goals, and objectives of the library and adopt written policies governing the library. Ensure that the library has a long-range planning process that considers the library's strengths and weaknesses and can be implemented and evaluated. Be familiar with local, state, and federal library laws; actively support pending library legislation. Establish, support, and participate in a planned public relations program.
- **Affecting Legislation:** Established by the County Board of Supervisors according to the County Code, Section 2-6-2, adopted by the Fluvanna County Board of Supervisors on June 17, 1998.



# DAVID HARLOW

## Healthy Workplace Committee UVA Health Member

May 2023 – September 2023

- **Purpose:** Committee of 40 established to promote and support healthy workplace policy and procedures and address stressors in the workplace throughout all of UVA Health. Those supported by the work include both employees and subsequent patient care at UVA Health. My role is to serve the committee and to provide feedback relating to education, member involvement, and engagement throughout the entire UVA Health system.

## Secretary for ACHE; CVHEG chapter

January 2023 – January 2024

- **Purpose:** My role is to participate in board meetings and other designated events to provide administrative support for both the Board of Directors and the supporting member population. This is in addition to any other needs as designated by the President of CVHEG. I also assisted in yearly budget creation and appointment.
  - **Oversight Role:** Advisory Committee member

## Membership Committee Director for ACHE; CVHEG chapter

January 2022 – January 2023

- **Purpose:** My role is to coordinate with the board for CVHEG to lead initiatives to increase membership and to continue to build up mentorship program and spread understanding and engagement for both CVHEG and ACHE.

## Membership Committee Assistant Director for CVHEG

January 2021 – January 2022

- **Purpose:** My role is to assist in coordination with the board for CVHEG to increase membership and to lead initiatives to continue to build up mentorship program and spread understanding and engagement for both CVHEG and ACHE.

## TEACHING EXPERIENCE

### *Adjunct Instructor/Professor of Practice*

August 2024 – present

### Virginia Commonwealth University; School of Education.

Richmond, VA

### Department of Educational Leadership

- Courses – EDLP 711 – Data and Leadership 1, General Leadership Online Cohort

### *Innovation in Learning Center Sub-Committee Member*

March 2023 – present

### *Robert J. Menges Award for Outstanding Research in Educational Development*

### POD Network in Higher Education

College Station, TX

- Purpose
  - The reward honors individuals with a drive to contribute to teaching, learning, faculty development, and educational development in higher education. Awards are given for proposals that reflect original research, which may be quantitative or qualitative, and may be based on experimental participant observation, practitioner research, or other methodologies that lead to systematic investigation and evidence-based conclusions

### *Center for Excellence in Teaching and Learning Faculty Fellow*

January 2024 – August 2024

### Piedmont Virginia Community College

Charlottesville, VA

- **Purpose:**
  - Act as a liaison with your academic division, department, and unit colleagues to identify professional development needs and goals.
  - Work with the director of the CETL and other Faculty Fellows to develop and facilitate workshops and training sessions to support faculty in adopting effective teaching practices.

# DAVID HARLOW

- Provide one-on-one consultations and coaching for faculty.

## **Adjunct Professor**

**University of Denver; University College**

**April 2023 – present  
Denver, CO**

- Courses – Healthcare Management and Health Informatics/Undergraduate and Graduate
  - HINF 4630 – Healthcare Data Mining, Integration, and Interpretation – Spring 2025
  - HINF 4630 – Healthcare Data Mining, Integration, and Interpretation – Winter 2025
  - HINF 4630 – Healthcare Data Mining, Integration, and Interpretation – Fall 2024
    - 2 sections of this course taught this semester
  - HINF 4640 – Healthcare Database Applications– Summer 2024
  - HINF 4010 – Health Informatics Communication – Winter 2024
  - HINF 4650 – Healthcare Project Management and Professionalism – Summer 2023

## **Adjunct Professor**

**Piedmont Virginia Community College**

**July 2022 – August 2024  
Charlottesville, VA**

- Courses
  - HLT 130 Nutrition and Diet Therapy

## **COURSE DESIGN**

**HINF 4630 – Healthcare Data Mining**

**April 2024 – August 2024  
Denver, CO**

**University of Denver**

- Scope of work
  - Co-collaborated with University College colleague to review, critique, and improve HINF 4630 to be more inclusive and robust with the technological advances occurring in the data mining sector, specifically with A.I. and better incorporation with informed decision-making pre and post data extractions and mining

## **PEER REVIEWED LITERATURE**

**Topic: General Education Best Practices and Reform Approach**

**October 2024**

**American Association of Colleges and Universities**

Principle Editors: C. Edward Watson (AAC&U), Caleb J. Keith (Indiana University Indianapolis), and Kate Drezek McConnell (AAC&U)

- Scope of work
  - Provided peer revision for Chapter 33 of the textbook. The chapter was evaluated according to specified criteria, with specific interest focused on relevance, clarity, originality, and contribution to the field.

## **PROFESSIONAL BACKGROUND AND MANAGERIAL HISTORY**

**Data Analytics Project Manager**

**September 2023 - Present**

**State of Virginia - Department of Medical Assistance Services (DMAS)**

**Richmond, VA**

- Apart of the DMAS Data Governance committee that created, vetted, implemented, and managed data governance practices throughout the entire agency, both with internal and external partners
- Responsible for providing HAD with guidance and support to help meet the strategic goals of HAD, and participate on projects related to cost, coverage, quality, and utilization trends as assigned by the Director.
- Lead project management activities from end-to-end including developing and maintaining project plans with clear milestones, clearly and consistently communicating status updates, and coordinating and supporting project implementation.
- Managed incoming data requests from internal and external requesters, including supporting Freedom of Information Act (FOIA) requests, coordinating and managing new and existing data sharing agreements, and serving as point of contact for data requests from the General Assembly (GA).

# DAVID HARLOW

- Served as Contract Administrator of the data warehouse vendor, coordinate and manage SQL, data warehouse, and Tableau training for the Agency and facilitate routine meetings for updates to the Agency's data warehouse, SAS, and other analytic tools.

## ***Program Coordinator/Data Analytics Liaison***

**April 2021 – September 2023**

### **University of Virginia Health System – Population Health**

**Charlottesville, VA**

- Coordinates data feeds for all Population Health programs (IHM, BPCI-A, Medicare Advantage, Medicine HOME, Virginia at HOME, Cystectomy Program, Bariatric Patient Program)
- Partnered with UVA data scientists to assist in ROI template creation for Population Health programs to identify patient populations with high readmissions and to gather financial information on the impact that was being felt in the health system
- Partnered to create Tableau dashboard for UVA Health to track and monitor SDOH inputs
- Manages day-to-day operations of assisting both advocates, advocacy manager, and program director with daily operational needs
- Initiates any new build request for Population Health from initial inquiry to full project completion
- Liaison for contracted departmental hires to assist in establishing relationships and programmatic evolution (Signify Health and Locus Health)

#### *Sample of projects for Population Health*

- *Collaborated with CompassRose project rollout system-wide at UVA Health*
- *Implemented leadership and management strategies relating to Cystectomy and Bariatric projects*
- *Partnered with UVA PMO office for UniteUs Implementation across UVA Health*
- *Granted leadership role for SDOH rainbow wheel implementation across ambulatory clinics, both primary care and specialty clinics*
- *Created program auditing guidelines for all programs to look at areas for improvement post implementation*

## ***Patient Advocate***

**May 2019 – April 2021**

### **University of Virginia Health System – Population Health**

**Charlottesville, VA,**

- Readmission and social determinant of health (SDoH) program at UVA Health that works with patients for 30 days to assign services to make sure unwarranted readmissions do not occur
- Reports directly to department director and project coordinator on new hire training progression
- Assists with new hire trainings and conducts audits on team members for workflow continuity
- Selected by department manager and project coordinator to expand scope of role due to extensive knowledge, proficiency, and understanding of departmental needs

## ***Unit Coordinator***

**April 2017 – May 2019**

### **The Bridgeline Place**

**Charlottesville, VA,**

- Worked in a non-profit clubhouse model with members who had brain injuries (traumatic and non-traumatic)
- Coordinated kitchen and household supportive goals for members to work on in yearly blocks
- Wrote and supported Individualized Care Plans to make sure members were supported in terms of the goals they want to work on for that given year
- Lead a support group comprised of 7-13 members to discuss supportive techniques with counseling aspects. Some leadership skills used was motivational interviewing and active listening
- Coordinated non-profit safety goals and promoted leadership skills relating to specific rules and regulations the organization was bound by

## **CONSULTING EXPERIENCE**

***The Johns Hopkins University Carey Business School***  
**BU.151.720 – Corporate Strategy**

**March 2024 – April 2024**  
**Remote**

# DAVID HARLOW

- **Purpose:** Partnered with ServiceMasters of Baltimore to consult on workforce development strategies and growth plan to scale operations and increase revenues
  - **Deliverables given to the clients.**
    - A comprehensive report
    - A PowerPoint slide deck
    - A presentation to franchise owner and Director of Operations to discuss recommendations.

*Johns Hopkins Graduate Consulting Club*

**September 2023 – May 2024**

**Director of Education**

**Remote**

- **Purpose:** My role was to direct and provide leadership for members of the Johns Hopkins Graduate Consulting Club by creating educational materials and events to allow students to gain exposure to consulting firms. I directly collaborated with consulting firms to bring them to the club for our members to participate.
  - **Presentations given to members.**
    - March 14 – “Navigating the Future: Healthcare Consulting Success Stories: Real-World Scenarios and Strategies”
      - 35 individuals signed up to participate in the event
    - October 27 – “Healthcare Consulting: Conversations from the Outside Looking in”
      - 50 individuals signed up to participate in the event

*Johns Hopkins Graduate Consulting Club*

**August 2022 – April 2023**

**Member**

**Remote**

- **Purpose:** My role was to work alongside five other business student to complete a market analysis for climate change and microbiology innovation: A partnership between the American Society for Microbiology (ASM) and the Johns Hopkins Graduate Consulting Club.
  - **Deliverables for the group:**
    - A comprehensive report
    - A PowerPoint Slide Deck
    - A presentation to key senior ASM leaders to discuss the findings of the report

## **ADDITIONAL ORGANIZATIONS/ASSOCIATIONS**

<b>National Center for Faculty Development and Diversity</b>	<b>2024 - present</b>
<b>The Heritage Foundation</b>	<b>2024 - present</b>
<b>American College of Health Data Management</b>	<b>2024 – present</b>
<b>National Rural Health Association</b>	<b>2024 - present</b>
<b>Virginia Rural Health Association</b>	<b>2024 - present</b>
<b>The University of Virginia Colonnade Club</b>	<b>2023 - present</b>
<b>American Society of Microbiology</b>	<b>2023</b>
<b>Johns Hopkins Graduate Consulting Club</b>	<b>2023 - 2024</b>
<b>Membership American College of Medical Practice Executives</b>	<b>2022 - present</b>
<b>Member Virginia Hospital &amp; Healthcare Association</b>	<b>2022 - present</b>
<b>Kappa Delta Pi International Honor Society</b>	<b>2021 - 2022</b>



# DAVID HARLOW

<b>American College of Healthcare Executives</b>	<b>2020 – present</b>
<b>Healthcare Financial Management Association</b>	<b>2020 – present</b>
<b>Central Virginia Healthcare Executive Group (CVHEG)</b>	<b>2020 – present</b>
<b>Council on Undergraduate Research Liberty University Affiliation</b>	<b>2020</b>
<b>Omega Nu Lambda Honor Society Member</b>	<b>2019 – 2020</b>
<b>Brain Injury Association of America</b>	<b>2018 – 2019</b>
<b>American Counseling Association</b>	<b>2018</b>
<b>Institute for Healthcare Improvement (James Madison University Chapter)</b>	<b>2013 - 2015</b>

## **PUBLICATIONS**

May 2022. The perceived benefit that positive intervention plays in the development of students enrolled in e-learning curriculum: A transcendental phenomenological study of the experience of online education.

## **LICENSES AND CREDENTIALS**

<b>Fellow of the American College of Health Data Management (FACHDM)</b>	
• American College of Health Data Management	<b>May 2024</b>
<b>Certified Business Consultant</b>	
• Six Sigma Global Institute: 88489208	<b>December 2023</b>
<b>Fellow of the Healthcare Financial Management Association (FHFMA)</b>	
• Healthcare Financial Management Association	<b>July 2023</b>
<b>Project Management Professional (PMP)</b>	
• Project Management Institute: 3421905	<b>February 2023</b>
<b>Certified Revenue Cycle Representative (CRCR)</b>	
• Healthcare Financial Management Association	<b>January 2023</b>
<b>Dare to Lead</b>	
• Brene Brown: Dare to Lead Program	<b>December 2022</b>
<b>Lean Six Sigma Black Belt</b>	
• Six Sigma Global Institute: 53884735	<b>June 2022</b>
<b>Certified Healthcare Financial Professional (CHFP)</b>	
• Healthcare Financial Management Association	<b>August 2022</b>
<b>Applied Suicide Intervention Skills Training</b>	
• LivingWorks	<b>November 2019</b>
<b>NCBH Adult Mental Health First Aid</b>	
• National Council for Community Behavioral Healthcare	<b>August 2019 – August 2022</b>

## **TECHNICAL SKILLS**

- **Software:** Adobe Photoshop, Adobe Illustrator, EPIC EMR, Python, Microsoft Office, Mendeley, Java, Zoom, Google Suite, SPSS, SAS, MMIS, VITA, MES, MS Project, SharePoint, SQL, JIRA, Tableau, AnyLogic, SmartSheets, Docusign, Teradata Studio, Handshake, Qualtrics, Cardinal
- **Written communication:** Technical reporting, editing, fact checking, proofreading, scholarly writing, technical writing, project management, data analysis, research writing, agile, lean, scrum methodology
- **Certifications:** CPR/AED





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Name:  <b>Garren Charles</b>	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input checked="" type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): <b>See Resume</b>	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: <b>None</b>	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): <b>NA</b>	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I have lived in Fluvanna County and have fallen in love with this county. I have decided to raise my family here and my wife was born and raised here. I seek to take an already great county and do my part to make it even better. As a Sheriff deputy for the county I served this county in that way and was unable to dual serve Fluvanna County during that time. Now that I have advanced my education and experience landing an exciting role in the private sector, I can continue to serve Fluvanna County in a local government capacity. I seek to strive for fairness, efficiency, and humility as a local government official like I did as a Sheriff Deputy.	

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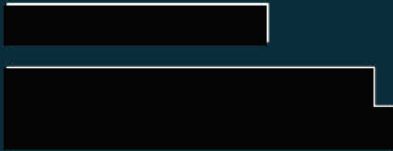
**Submit by email ([clerk@fluvannacounty.org](mailto:clerk@fluvannacounty.org)) or mail to:**  
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Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
Garren Christian Charles		11-18-2024	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
5090 James Madison Hwy Fork Union 23055			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
8	<span style="background-color: black; color: black;">XXXXXXXXXX</span>		
<b>Office Use Only</b>			
Application Received On:	11-18-2024	Application Received By:	
Acknowledgement Sent:	11-18-2024	Leontyne Peck	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

## Contact



## Top Skills

Cutlery  
Rotating produce  
Forklift Operation

## Languages

English (Native or Bilingual)

## Certifications

Fork Lift Certified

# Garren Charles

Sheriff Deputy at Fluvanna County Sheriff Office  
Greater Charlottesville Area

## Summary

I am a dedicated and results-driven Field Area Manager at U-Haul, with 7 years of experience in law enforcement before finishing my bachelors degree in business administration with the concentration and organizational leadership. I have now switched to the business sector, utilizing my specialized training in law enforcement to equip myself to excel in the private sector. Known for my strong work ethic, attention to detail, and ability to lead with efficiency, I ensure that all U-Haul dealers meet company standards for customer service, safety, and operational excellence.

My role requires a hands-on approach to problem-solving, team leadership, and process optimization, and I am always open to new ideas and innovative solutions that drive continuous improvement. I excel in de-escalation , coordinating logistics, and executing strategies that maximize performance and profits while fostering a culture of collaboration and accountability.

With a background in law enforcement and management experience. I am committed to upholding U-Haul's reputation for providing high-quality service while maintaining the operational integrity of the business. I am passionate about identifying opportunities for growth and enhancing the customer experience through strategic planning and effective team management that leads to profits for the company and shareholders alike. This excellence will also enhance the customers experience leading to repetitive customers and growth opportunities.

This version reflects your position and highlights your leadership, attention to detail, and openness to new approaches. Feel free to personalize it with specifics about your achievements or expertise!

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## Experience



**TWO MEN AND A TRUCK®**

Driver Captian 1

August 2024 - Present (4 months)

Charlottesville, Virginia, United States

**Fluvanna County Sheriff Office**

Sheriff Deputy

July 2022 - Present (2 years 5 months)

Fluvanna County, Virginia, United States

**McDonald's**

Shift Manager

July 2023 - September 2024 (1 year 3 months)

Gordonsville, Virginia, United States

**Walmart**

Tire Technician

November 2022 - May 2024 (1 year 7 months)

Gordonsville, Virginia, United States

**AutoZone**

Shift Manager

February 2023 - July 2023 (6 months)

Louisa, Virginia, United States

**Sam's Club**

Tire Technician and Service Writer

December 2019 - November 2022 (3 years)

Charlottesville, Virginia, United States

**Town of Gordonsville Police Department**

Police Officer

June 2021 - July 2022 (1 year 2 months)

Gordonaville, VA

**Louisa County Sheriff's Office**

Deputy Sheriff

July 2020 - April 2021 (10 months)

Louisa, Virginia, United States

**Albemarle-Charlottesville Regional Jail**

Correctional Officer  
November 2017 - July 2020 (2 years 9 months)  
Charlottesville, Virginia, United States

Jiffy Lube International  
Assistant Manager  
July 2019 - December 2019 (6 months)  
Charlottesville, Virginia, United States

Walmart  
Tire and Lube Technician  
March 2016 - July 2019 (3 years 5 months)  
Gordonsville, Virginia, United States

UVA Health  
4 years 6 months  
Patient Care Technician  
May 2014 - December 2017 (3 years 8 months)  
Charlottesville, Virginia, United States

Patient and Equipment Transporter  
July 2013 - April 2014 (10 months)  
Charlottesville, Virginia, United States

UPS  
Package Handler  
October 2015 - January 2016 (4 months)  
Charlottesville, Virginia, United States

Express Carwash  
Carwash basic detailer  
May 2015 - August 2015 (4 months)  
Charlottesville, Virginia, United States

Whole Foods Market  
Grocery Team Member  
October 2012 - July 2013 (10 months)  
Charlottesville, Virginia, United States

Harris Teeter  
1 year 2 months

Produce Clerk

July 2012 - October 2012 (4 months)

Crozet, Virginia, United States

Grocery Clerk

September 2011 - July 2012 (11 months)

Crozet, Virginia, United States

Moutainside senior living

Nursing Assistant

July 2012 - July 2012 (1 month)

Crozet, Virginia, United States

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## Education

Southern New Hampshire University

Bachelor of Business Administration - BBA, Business Administration and Management, General · (August 2021 - April 2024)

Central Shenandoah Criminal Justice Training Academy

Certified, Basic law · (July 2020 - December 2020)

Piedmont Virginia Community College

Associate of Science - Business Administration, Business Administration and Management, General · (January 2013 - December 2019)

Piedmont Virginia Community College

Certificate, General Studies · (January 2013 - December 2019)

Piedmont Virginia Community College

Certificate, Health Services · (January 2013 - November 2019)



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Name: <b>Nelson H Cook Jr</b>		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 5056 Venable Road Kents Store, VA 23084		Physical Address (if different)	
Years Lived in Fluvanna 4 years	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): Currently director of preconstruction for construction company in Richmond Past chief estimator in Seattle, WA (2010 to 2020) Past US Navy SeaBee (1992 to 1997)			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Chairman of Junior Builders Exchange (Rochester, NY) 2006 to 2008			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Deacon Board Chairman, Puyallup Community Baptist Church (2015 to 2019)			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: We are new to the county and I would like to serve our new community.			
<p><b>Applicants are considered as vacancies occur and your application will be kept on file for three years.</b></p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p><b>Submit by email (<a href="mailto:clerk@fluvannacounty.org">clerk@fluvannacounty.org</a>) or mail to:</b>  <b>Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</b></p> <p><b>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</b></p>			
Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date <b>8/28/2020</b>	



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

<b>X</b>	<b>Board, Commission, Committee</b>
	Agricultural/Forestral District Advisory Committee
	Audit Committee
X	Board of Equalization (BOE)
X	Board of Zoning Appeals (BZA)
X	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
X	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
X	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

<b>X</b>	<b>Board, Commission, Committee (cont.)</b>
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
X	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

**Fluvanna County Board, Committee, and Commission Attendance Policy**

(Approved June 17, 2015)

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

<b>Office Use Only</b>		
Application Received On:		Application Received By:
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		

## NELSON H COOK JR, LEED AP, ASSOC DBIA

### PROFESSIONAL PROFILE

My experience has covered many delivery methods as well as project types. I have been responsible for management oversight as well as hands-on for all phases of a construction project estimate. Including coordinating estimators, subcontractors, and material vendors. I have a proven track record of ensuring estimates are completed on schedule and with accuracy.

- Excellent client facing skills to confirm goals are met and relationships maintained.
- Capable of effectively reviewing estimates for pricing, risks and take-offs.
- Diligent communication and coordination skills to allow for a total team “buy-in” approach during the preconstruction process.
- Exceptional ability in bid package development to reduce risk and provide complete analysis.
- Proven design management and leadership skills to safeguard all stakeholder’s needs.
- Skilled at assessing current training and processes to ensure continuous improvement of personnel and procedures.
- Ability to analyze subcontractor and supplier proposals for thorough and complete project approach.
- Demonstrated leadership in both the preconstruction process and business wide.

### PROFESSIONAL ACHIEVEMENTS

- Preconstruction Director leading team of 6 handling the preconstruction process for revenue greater than 300 million per year.
- Instituted project hand-off to ensure operations has complete and detailed information helping to ensure project goals are met.
- Established a historical cost data capture system to better predict project costs during client interactions and cost studies.
- Lead Estimator for progressive design build at International Arrivals Facility. Project measures over 500,000 sqft with a budget in excess of \$500,000,000.
- Awarded quarterly “Best Purchasing Process” for region while purchasing 16 trade packages with a value in excess of \$75,000,000.
- Standardized model-based take-off organization to allow for efficient evaluation of design changes allowing for quicker response and ability to better manage design decision process.
- Developed basis of design template for multi-family fixtures and finishes to allow for communicating level of quality to both subcontractors and client.
- Awarded 4.4 million in contracts from Aug ’13 to Aug ’14, an increase of over 200% from previous year.
- Built and maintained database thus reducing time expended for 2D take off by over 50%.
- Lead estimator for 135 million dollars negotiated GMP multifamily high rise.
- Lead estimator for reroofing project more than 900,000 sqft for major aerospace manufacturing company.
- Lead estimator for 14 million dollar negotiated GMP multifamily concrete/wood multifamily mid-rise construction.
- Standardized subcontractor “table sheets” to reduce tabulation and evaluation errors. Reduction was approximately 20%.

**SKILLS**

- Proficient in Sage 300 “Timberline” estimating software
- Associate DBIA
- LEED Accredited Professional
- Highly skilled in digital take-off software including On-Screen Takeoff and PlanSwift
- Administrator for Assemble Systems (model-based takeoff)
- Proficient user of Autodesk BIM 360

**WORK HISTORY****DIRECTOR OF PRECONSTRUCTION, BREEDEN CONSTRUCTION, RICHMOND VA**

July 2020 - Present

**CHIEF ESTIMATOR, KATERRA/UEB BUILDERS, SEATTLE WA**

October 2018 – July 2020

**SENIOR ESTIMATOR, CLARK CONSTRUCTION GROUP, SEATTLE WA**

September 2015 – October 2018

**LEAD ESTIMATOR, ALUTIIQ LLC, TACOMA WA**

August 2013 – September 2015

**SENIOR ESTIMATOR, PCL CONSTRUCTION, BELLEVUE, WA**

January 2012 – August 2013

**SENIOR ESTIMATOR, ABSHER CONSTRUCTION, PUYALLUP, WA**

October 2010 – January 2012

**CHIEF ESTIMATOR, LECHASE CONSTRUCTION SERVICES LLC, ROCHESTER, NY**

January 1999 - October 2010

**PROJECT MANAGER / ESTIMATOR, ALLIED BUILDERS INC, BROCKPORT, NY**

January 1996 - January 1999

**ESTIMATOR, THE BELL CORPORATION, ROCHESTER, NY**

January 1992 - January 1996

**BUILDER, UNITED STATES NAVY, VARIOUS LOCATIONS**

January 1987 - January 1992

**EDUCATION****UNITED STATES NAVY “A” SCHOOL**Graduated technical school with a 3.8 evaluation and 3<sup>rd</sup> in a class of 60.**NORTH TONAWANDA HIGH SCHOOL**

High school diploma

**REFERENCES****AVAILABLE UPON REQUEST**



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Name: <b>Scott Marshall</b>		Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 38 Bridlewood Drive Palmyra, VA 22963		Physical Address (if different)	
Years Lived in Fluvanna <b>24</b>	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): Bryant College 1991 - BS Business Administration			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Fluvanna Economic Development 2002-22020 Fluvanna Parks & Recreation 2002-2014			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): LMOA BOD 1999-2002 (Vice President / Secretary) LMOA Compliance 2002-Present FYSA Soccer - Coach 2002-2014 Fork Union Masonic Lodge - 2000-present			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I like to participate and volunteer for my community.			
<p><b>Applicants are considered as vacancies occur and your application will be kept on file for three years.</b></p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p><b>Submit by email (<a href="mailto:clerk@fluvannacounty.org">clerk@fluvannacounty.org</a>) or mail to:</b>  <b>Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</b></p> <p><i>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</i></p>			
Applicant's Signature <b>Scott Marshall</b>		Date <b>11-17-2020</b>	

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

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
x	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee (FPA)
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board (RAB)
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

**Fluvanna County Board, Committee, and Commission Attendance Policy**

(Approved June 17, 2015)

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3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

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



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Applicants are considered as vacancies occur and your application will be kept on file for three years.

Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services. Before completing the application, please review the membership requirements for the Board, Commission, or Committee for which you are interested. Applicants who do not meet membership requirements will not be put forward for consideration.

Name: <b>Woody Fincham</b>	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input checked="" type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): <b>Attached</b>	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: <b>I am a well respected real estate appraiser. I have been in the business over 2 decades. I have a bachelors in Business Admin, and hold five designations related to valuation and consulting on real estate. I am also a instructor for the Appraisal Institute. As part of my tenure with the Tax Department for the Commonwealth I was the reviewer for conservation easement and Historical Facade Easements. I have experience with residential, commercial and agricultural property.</b>	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: <b>I live here and want to see the county remain a great place to be as well as evolve with the times. My children are part of the community and I do not see my family living anywhere else. I have very specific skills in real estate valuation and consulting that would serve well with planning, development, conservation easement and various other areas.</b>	

### **Fluvanna County Board, Committee, and Commission Attendance Policy**

(Approved June 17, 2015)

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3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.



**PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES (BCC)  
ON WHICH YOU WISH TO SERVE.**

X	BCC	X	BCC	X	BCC
X	Agricultural/Forestral District Advisory Committee		Finance Board		Piedmont Virginia Community College (PVCC) Board
X	Board of Equalization (BOE)		Fluvanna Partnership for Aging Committee (FPA)	X	Planning Commission (PC)
X	Board of Zoning Appeals (BZA)		Fork Union Sanitary District (FUSD) Advisory Committee		Region Ten Community Services Board
X	Building Code of Appeals Board		James River Water Authority (JRWA)		Rivanna River Basin Commission
	Central Virginia Regional Jail (CVRJ) Authority		JAUNT Board		Social Services Board
	Columbia Task Force (CARE)		Jefferson Area Board of Aging (JABA) Advisory Council	X	Thomas Jefferson Planning District Commission (TJPDC)
	Community Policy & Management Team (CPMT)		Jefferson Area Board of Aging (JABA) Board of Directors		Thomas Jefferson Water Resources Protection Foundation
X	Economic Development Authority (EDA)		Library Board of Trustees		
	Economic Develop. & Tourism Advisory Council (EDTAC)		Monticello Area Community Action Agency (MACAA)		
	Family Assessment and Planning Team (FAPT)		Parks & Recreation Advisory Board (RAB)		

**Submit by email ([clerk@fluvannacounty.org](mailto:clerk@fluvannacounty.org)) or mail to:  
County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963**

By signing below you are indicating that you have read and understand the Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.

In accordance with Virginia Code §2.2-3705.1, by submitting this application, it is presumed that you are providing your personal contact information to be used for communicating with the County, and unless otherwise indicated by you, your personal contact information will not be shared publicly.

Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
Woody Fincham		1/5/2023	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
14 Lafayette Drive Palmyra, VA 22963			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
5	[REDACTED]		[REDACTED]
Office Use Only			
Application Received On:	1/5/2023	Application Received By:	
Acknowledgement Sent:			
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

# Curriculum Vitae

**Woody Fincham, SRA, AI-RRS, ASA, RAA**

**Member of RAC**

14 Lafayette Dr  
Palmyra, VA 22963



raiser: #4001008056

**Education:**

- 2019 ASA Designation
- 2018 RAA Designation
- 2017 Member of Relocation Appraisal Consultants
- 2015: AI-RRS Designation
- 2013: Bachelor of Science, Business Administration
- 2011: SRA Designation
- 2004: Associate in Arts
- 2000-Present: Ongoing continuing education as required by licensing and Designations

**Professional Affiliations:**

Charlottesville Area Association of Realtors

- Board of Directors 3-Year Term Ending 12/31/2024

**Appraisal Institute:**

I have participated and continue to participate as a volunteer with various AI committees and teams.

- Awarded the Volunteer of Distinction Award by the president in 2017
- Admissions and Designation Qualifications Committee, Designated Member (appointed twice)
- Education Committee Member
- Professional Standards and Guidance Committee
- Admissions and Designation Qualifications Committee, Designated Member
- HRAI Education Committee Member
- Experience Screening Panel AI: SRA and AI-RRS Screener (peer review for designation paths)
- 2011-14: Leadership Development Advisory Council (LDAC), 2014 Discussion Leader
- HUD Approved Appraiser
- VA Panel Approved Appraiser

**Experience:**

2019-Present President, Fincham & Associates, Inc

2017-2019 Residential Chief Appraiser, Valuentric, LLC (now Opteon)

2015- Present Vice President, Virginia Manager, Valuentric, LLC



2014-2015 Virginia Taxation Department: Senior Land Preservation Tax Credit Consultant (conservation easement and historical facade easement review)

2013-2014: Deputy Assessor, Albemarle County, VA

2011-2013: Deputy Assessor, Suffolk, VA Assessor's Office

2009-2011: Staff Appraiser, Newport News, VA Assessor's Office

2009: Appraiser, (Residential and Commercial), Braun & Associates, Knoxville, TN

2007-2009 a la mode Labs Member

2009- a la mode Present Beta Group

2004 - 2015: Founder, Chief Appraiser FM & Associates

2002-2004: Staff Appraiser; Managing Appraiser, Messina & Associates, INC Virginia Beach, VA

2000-2002: Staff Appraiser, Elder Appraisal Services, LLC Norfolk, VA

1999-HERS Certified Energy Rater

1998-2001 FHA 203(k) Construction Consultant

### **Summary of Practical Experience:**

Mr. Fincham has valued and consulted on some of the most exclusive estates in the commonwealth. He has completed valuations on properties as high as 60 million dollars, and complex assignments that includes multiple homes on one parcel, large acreage estates, exclusive architectural designs as well as well-known luxury estates. His expertise extends into all levels of residential property to include high performance homes, specialty design and atypical properties. He is an expert on valuing community land trusts, having recently been a reviewer for the community land trust class for the Appraisal Institute.

- Completed all "green" classed for residential appraisal with Appraisal Institute
- Extensive Practical Experience with "Green" valuation
- Conservation Easement Registry

Clients have included federal agencies, private wealth management divisions at banks, financial planners, CPAs and various municipal and state agencies. Mr. Fincham has been through several depositions and was admitted as an expert in the following municipalities:

- Albemarle County
- Louisa County
- City of Richmond
- City of Suffolk
- City of Chesapeake.

Mr. Fincham also worked with the Attorney General's Office in the Commonwealth of Virginia when he was a staff appraiser for the Department of Tax where he assisted in appraisal review and establishing hazard assessment for potential tax audits related to conservation easement and historical facade easements related to tax credits.

**Classes and Seminars Approved to teach with the Appraisal Institute:****Program**

Basic Appraisal Principles

Basic Appraisal Procedures

Business Practices and Ethics

Community Land Trust (CLT) Appraisal Training

FHA Appraising for Valuation Professionals: FHA Single Family Housing Appraisal Requirements

Ignorance Isn't Bliss: Understanding an Investigation by a State Appraiser Regulatory Board or Agency

Inconsistency: It's Hiding in Plain Sight in Your Residential Appraisal --- Non-lender examples—Next level analysis

Introduction to Green Buildings: Principles & Concepts

Real Estate Finance, Statistics, and Valuation Modeling

Residential Applications: Using Technology to Measure and Support Assignment Results

Residential Market Analysis and Highest & Best Use

Residential Report Writing and Case Studies

Review Case Studies - Residential

Review Theory - Residential

Supervisory Appraiser/Trainee Appraiser Course

Valuation by Comparison: Residential Analysis and Logic

Valuation Overview of Accessory Dwelling Units

**Classes, Seminars and Conferences Taken and Attended (some were taught by me):**

<b>Title</b>	<b>Location</b>	<b>Sponsor</b>	<b>Start Date</b>
Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications	Midlothian, VA	Virginia Commonwealth Chapter	06/22/2023
2023 Regional Economic Report for Appraisers	Norfolk, VA	Hampton Roads Chapter	06/13/2023
AVOIDING BIAS: Building A Bias Defense	Synchronous Livestream	Hampton Roads Chapter	04/26/2023
Appraising in Floodplains & Wetlands	Afton, VA	Virginia Commonwealth Chapter	04/13/2023
Inconsistency: It's Hiding in Plain Sight in Your Residential Appraisal --- Non-lender examples ---Next level analysis	Norfolk, VA	Hampton Roads Chapter	04/04/2023
Community Land Trust (CLT) Appraisal Training	Synchronous	Appraisal Institute	12/06/2022
Spotlight on Reappraising, Readdressing, Reassigning: What to Do and Why	Norfolk, VA	Hampton Roads Chapter	11/15/2022
Litigation Appraising: Specialized Topics and Applications	NASHVILLE, TN	Tennessee Chapter	10/05/2022
Valuation Overview of Accessory Dwelling Units	Chicago, IL	Appraisal Institute	12/10/2021
Hampton Roads Real Estate Symposium 2021	Virginia Beach, VA	Hampton Roads Chapter	10/20/2021
2021 IRS Summit	Virtual Classroom	Southern California Chapter	09/09/2021
Advanced Residential Report Writing/Part 2	Denver, CO	Appraisal Institute	10/04/2019
Advanced Residential Applications & Case Studies/Part 1	Denver, CO	Appraisal Institute	10/02/2019
Appraisal of Manufactured Homes Featuring Next-Generation Manufactured Homes	Dallas, TX	Appraisal Institute	04/16/2019

Appraiser and The AMC: The Great Debate	Westbury, NY	Long Island Chapter	02/13/2019	02/13/2019
Valuation by Comparison: Residential Analysis and Logic	Westbury, NY	Long Island Chapter	02/13/2019	02/13/2019
Ignorance Isn't Bliss: Understanding an Investigation by a State Appraiser Regulatory Board or Agency		Long Island Chapter	02/12/2019	02/12/2019
Introduction to Green Buildings: Principles & Concepts	San Juan, PR	Puerto Rico and Caribbean Chapter	01/24/2019	01/24/2019
The Valuation of Solar Photovoltaic Systems	Breckenridge, CO	Colorado Chapter	09/09/2018	09/09/2018
Residential Site Valuation and Cost Approach	NASHVILLE, TN	Tennessee Chapter	08/15/2018	08/16/2018
2018 Annual Conference Sessions Day Two		Appraisal Institute	07/31/2018	07/31/2018
2018 Annual Conference Sessions Day One		Appraisal Institute	07/30/2018	07/30/2018
Metro DC Chapter 2018 Appraisal Conference	Washington, DC	Washington DC Metropolitan Area Chapter	04/19/2018	04/19/2018
Business Practices and Ethics	Midlothian, VA	Virginia Commonwealth Chapter	12/08/2017	12/08/2017
7-Hour National USPAP Update Course	Midlothian, VA	Virginia Commonwealth Chapter	12/07/2017	12/07/2017
Making the Math Work: Cost-Effective Trainee Development	Washington, DC	Washington DC Metropolitan Area Chapter	10/11/2017	10/11/2017
Income Approach for Residential Appraisers	Afton, VA	Virginia Commonwealth Chapter	09/21/2017	09/21/2017
2017 Annual Conference Sessions Day Two	Ottawa, ON	Appraisal Institute	06/10/2017	06/10/2017
2017 Annual Conference Sessions Day One	Ottawa, ON	Appraisal Institute	06/09/2017	06/09/2017

Valuation by Comparison: Residential Analysis and Logic	Knoxville, TN	Tennessee Chapter	04/10/2017	04/10/2017
Review Theory - Residential	Tulsa, OK	Green Country of Oklahoma Chapter	03/06/2017	03/08/2017
Residential Report Writing and Case Studies	NASHVILLE, TN	Tennessee Chapter	02/23/2017	02/24/2017
Review Case Studies - Residential	Chicago, IL	Appraisal Institute	12/12/2016	12/13/2016
Business Practices and Ethics	Roanoke, VA	Virginia Commonwealth Chapter	12/01/2016	12/01/2016
General Appraiser Report Writing and Case Studies	Midlothian, VA	Virginia Commonwealth Chapter	08/02/2016	08/05/2016
2016 Annual Conference Sessions Day Two (AM)	Charlotte, NC	Appraisal Institute	07/26/2016	07/26/2016
General Appraiser Market Analysis and Highest & Best Use	Midlothian, VA	Virginia Commonwealth Chapter	07/11/2016	07/14/2016
Residential Applications: Using Technology to Measure and Support Assignment Results	Warwick, RI	Massachusetts and Rhode Island Chapter	05/24/2016	05/24/2016
Case Studies in Appraising Green Residential Buildings	Charlottesville, VA	Virginia Commonwealth Chapter	04/19/2016	04/19/2016
Introduction to Green Buildings: Principles & Concepts	Charlottesville, VA	Virginia Commonwealth Chapter	04/18/2016	04/18/2016
Appraising Condos, Co-ops, and PUDs	Chicago, IL	Chicago Chapter	04/08/2016	04/08/2016
Supervisory Appraiser/Trainee Appraiser Course	Henrico, VA	Virginia Commonwealth Chapter	03/24/2016	03/24/2016
7-Hour National USPAP Update Course	Midlothian, VA	Virginia Commonwealth Chapter	02/05/2016	02/05/2016

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

**TAB F**

<b>MEETING DATE:</b>	December 4, 2024					
<b>AGENDA TITLE:</b>	FY24 to FY25 Carryover Requests					
<b>MOTION(s):</b>	<b>I move the Board of Supervisors [approve/deny/defer] the following carryover requests of FY24 unexpended budget lines from the listed departments to the FY25 Department Budget lines as specified and in the amounts listed:</b>					
					<b>Meets</b>	
		<b>Item</b>	<b>Department</b>	<b>Budget Line</b>	<b>Amount</b>	<b>Policy</b>
		A	Economic Development	Opportunity Fund	\$11,625	Yes
		B	Health Department	Contract Services	\$61,124	No
		C	Human Resources	Employee Recognition	\$9,053	Yes
		D	Convenience Center	Building Expense	\$30,000	Yes
		E	Convenience Center	Site Improvements	\$25,000	Yes
		F	Facilities	Machinery & Equipment	\$9,279	No
		G	Fire & Rescue	Other Operating Supplies	\$25,000	Yes
		H	School	Sec Door Lock Upgrades	\$143,285	No
		I	School	Dec Door Lock Install	\$12,000	No
				Sec Wear Crisis Alert		
		J	School	Button	\$66,400	No
		K	School	Sec Weapon Detector	\$40,000	No
				Enroll & Demographic		
		L	School	Study	\$30,000	No
				Capital Reserve		
		M	School	Maintenance Fund (CRM)	\$55,000	No
				Central Bathroom		
	N	School	Renovations (CIP)	\$78,906	No	
	O	Sheriff	Contract Services	\$2,663	Yes	
			Vehicle/Power Equipment			
	P	Sheriff	Supplies	\$5,480	Yes	
	Q	Sheriff	Uniform/Wearing Apparel	\$6,411	Yes	
			<b>Total</b>	<b>\$611,226</b>		
	<b>With a total amount of \$ _____ to be re-appropriated.</b>					
<b>BOS WORKPLAN?</b>	Yes	No	<b>If yes, which item(s):</b>			
		X				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
		X				
<b>STAFF CONTACT(S):</b>	Theresa McAllister, Management Analyst					
<b>PRESENTER(S):</b>	Theresa McAllister, Management Analyst Jennifer Schmack, Director of Economic Development					

	Ryan McKay, MPB, BRHD Health Director Donna Snow, Director of Human Resources Dale Critzer, Director of Public Works Tori Melton, Director of Finance Don Stribling II, Ed.D, Executive Director Sheriff Eric Hess/Captain Aaron Hurd, Sheriff's Office				
<b>RECOMMENDATION:</b>	Approve/Deny				
<b>TIMING:</b>	Effective July 1, 2024				
<b>DISCUSSION:</b>	<p><b>Per Fluvanna County Financial Policies - Budget 3.1.10 Reappropriation of Balances (Carryovers):</b></p> <p><b><u>Had budget authority in FY24</u></b></p> <ol style="list-style-type: none"> <li>1. Initiative/Project was started in FY24, but was not able to be completed.                         <ol style="list-style-type: none"> <li>a. <b>Meets existing policy.</b></li> </ol> </li> <li>2. Initiative/project not started in FY24 due to circumstances.                         <ol style="list-style-type: none"> <li>a. <b>Meets existing policy.</b></li> </ol> </li> </ol> <p><b><u>No budget authority in FY24</u></b></p> <ol style="list-style-type: none"> <li>1. Requesting carryover of FY24 remaining funds to cover certain one-time special or capital projects that are not already approved/funded.                         <ol style="list-style-type: none"> <li>a. <b>Does not meet existing policy.</b></li> </ol> </li> <li>2. Requesting carryover of FY24 remaining funds for unanticipated operating expenses not included in the FY25 budget                         <ol style="list-style-type: none"> <li>a. i.e., Not funded in FY25, but request/need has been identified; asking for unexpended FY24 dollars to cover that request/need (rather than wait until FY26 budget).                                 <ol style="list-style-type: none"> <li>b. <b>Does not meet existing policy.</b></li> </ol> </li> </ol> </li> </ol>				
<b>FISCAL IMPACT:</b>	Approval of the motion as stated above will allow the Finance Department to increase FY25 revenue and expenditure budgets equally within the assigned funds.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	Financial Policies 3.1.10 Reappropriation of Balances (Carryovers)				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Budget 3.1.10 Reappropriation of Balances (Carryovers)</li> <li>• Office/Departmental Carryover Requests Forms (8)</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		X			

# County of Fluvanna

# Carryover Request FY24/FY25

## Office/Department: Economic Development

General Ledger Account Title	FY24 Org Code	FY24 Object Code	FY25 Org Code (If Different)	FY25 Object Code (If Different)	Amount Requested	Justification: <u>Please answer all three questions.</u> Why should these funds be carried forward? Why was the project not completed within FY24? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?
1 FLU ECO DEV AUTH - OPPORTUNITY FUND	10083000	407010 (OPPTY)			\$11,625.00	Siller Pollinator AFID Grant Agreement. Approved by BOS on 08/07/2024.
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Office/Department: ECONOMIC DEVELOPMENT

Total Carryover Amount Requested: \$11,625.00



**County of Fluvanna**  
**Office/Department: Health Department**

**Carryover Request FY24/FY25**

General Ledger Account Title	FY24 Org Code	FY24 Object Code	FY25 Org Code (If Different)	FY25 Object Code (If Different)	Amount Requested	<b>Justification:</b> <u>Please answer all three questions. Why should these funds be carried forward? Why was the project not completed within FY24? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?</u>
1 Contract Services	10051000	403300			\$61,124.24	<p>The funds should be carried over so that the Health Department can support two programs:</p> <ol style="list-style-type: none"> <li>1. Maintenance and expansion of sexually transmitted infection (STI) testing which includes purchasing test kits and lab services. Federal grant funding for these programs has ended and while VDH is providing limited funding for lab services, we want to assure access with some level of expansion.</li> <li>2. A contract Community Health Assessment Project Officer and Community Health Specialist: these are temporary contract positions who are managing all aspects of our MAPP2Health process to identify health priorities for the next three years. The following activities are being conducted in support and/or in Fluvanna County: <ul style="list-style-type: none"> <li>o Focus groups to obtain community input from Fluvanna residents</li> <li>o data analysis from survey responses</li> <li>o writing the Community Health Assessment Report and the Community Health Improvement Plan</li> <li>o Convening stakeholder groups, including those from Fluvanna County</li> </ul> </li> </ol> <p>The Community Health Assessment project is an 18-month project that started in January 2024 and the funds will be used to continue the project with the level of staffing support needed to sustain the project.</p> <p>If the request is denied, the Health District may need to hold a vacancy open to appropriate funds for the projects noted above.</p>
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<b>Office/Department:</b> Health Department					<b>Total Carryover Amount Requested:</b> \$61,124.24	

# County of Fluvanna

# Carryover Request FY24/FY25

## Office/Department: Human Resources

General Ledger Account Title	FY24 Org Code	FY24 Object Code	FY25 Org Code (If Different)	FY25 Object Code (If Different)	Amount Requested	Justification: <b>Please answer all three questions. Why should these funds be carried forward? Why was the project not completed within FY24? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?</b>
1 Employee Recognition	10018000	405360			\$9,053.00	Fluvanna County Fluco Bucks for FT Employees- The Employee Social Platform pag- TMTM Recognition. The Social Platform has been built, and MTM needed a very detailed report, that contained employee information, supervisors' infomrtion, etc. The colors, background images, and graphics have been chosen. This will be rolled out very soon, initially, we were hoping in October, looking at December. This platform will be rolled out to the Managers and Directors first and then to the employees.
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Office/Department: Human Resources

Total Carryover Amount Requested: \$9,053.00

# County of Fluvanna

# Carryover Request FY24/FY25

## Office/Department: Convenience Center

General Ledger Account Title	FY24 Org Code	FY24 Object Code	FY25 Org Code (If Different)	FY25 Object Code (If Different)	Amount Requested	<b>Justification:</b> <u>Please answer all three questions.</u> Why should these funds be carried forward? Why was the project not completed within FY24? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?
1 Convenience Center & Closed Landfill	10043000	408109			\$30,000.00	The Electrical and structural upgrades are needed for keeping major equipment and tools out of the weather and under lock and secure . If not completed it will delay the project longer and theft may become a problem and with very little lighting becomes a safety hazard ... Contractor availability and difficulty getting quotes is the major cause of delay .
2 Convenience Center & Closed Landfill	10043000	409904			\$25,000.00	This is phase 1 of overall upgrades and need time to engineer & address for customer acessability Contractor availability and difficulty getting quotes is the major cause of the delay . If not completed road hazards become more extreme and safety becomes an issue without lighting upgrades .
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<b>Office/Department:</b> Convenience Center					<b>Total Carryover Amount Requested:</b> \$55,000.00	

# County of Fluvanna

# Carryover Request FY24/FY25

## Office/Department: Facilities

General Ledger Account Title	FY24 Org Code	FY24 Object Code	FY25 Org Code (If Different)	FY25 Object Code (If Different)	Amount Requested	<b>Justification:</b> <u>Please answer all three questions.</u> Why should these funds be carried forward? Why was the project not completed within FY24? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?
1 Facilities	10041500	408101			\$9,279.00	Public Works is in need of a Leaf vacuum upgrade as our old vacuum is at the end of its life . Without the new leaf vacuum leaf removal time may take way longer ,as it may need to be done by hand.. Public Works needed more technical information on the equipment for our application at the right price .
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<b>Office/Department:</b> Facilities					<b>Total Carryover Amount Requested:</b>	\$9,279.00

# County of Fluvanna

# Carryover Request FY24/FY25

## Office/Department: Fire & Rescue

General Ledger Account Title	FY24 Org Code	FY24 Object Code	FY25 Org Code (If Different)	FY25 Object Code (If Different)	Amount Requested	Justification: <u>Please answer all three questions.</u> Why should these funds be carried forward? Why was the project not completed within FY24? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?
1 Other Operating Supplies	10032500	406014	10032500	406014	\$25,000.00	The Gas Monitoring and Station paging system projects for Company 3 were not completed during FY24 due to a delaying in the equipment being delivered. If this request is denied we will not have the budget authority in FY25 to pay for the projects once they are completed.
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Office/Department: Fire & Rescue

Total Carryover Amount Requested: \$25,000.00

**County of Fluvanna  
Office/Department: School**

**Carryover Request FY24/FY25**

General Ledger Account Title	FY24 Org Code	FY24 Object Code	FY25 Org Code (If Different)	FY25 Object Code (If Different)	Amount Requested	Justification: <u>Please answer all three questions. Why should these funds be carried forward? Why was the project not completed within FY24? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?</u>
1 School Security- Door Lock Upgrades	29406420	56000			\$143,285.00	Most of the classroom door locks in place at the schools require the staff member to lock the door with a key from the outside, exclusively, and unlocks when the door is opened (someone enters or exits). This practice is causing a disruption each time a student leaves the classroom and is not congruent with current school safety guidelines.  2 Lock Replacement Solutions: Lock 1: \$680 Lock 2: \$325 Central: 55 Lock 1, 25 Lock 2 (\$45,525) Carysbrook: 52 Lock 1 (\$35,360) FMS: 73 Lock 2 (\$23,725) FCHS: 119 Lock 1 (\$38,675)
2 School Security- Door Lock Upgrades- Installation	29406420	53000			\$12,000.00	Labor to install new door locks
3 School Security- Wearable Crisis Alert Buttons	29406460	53000			\$66,400.00	Wearable "Panic" Crisis Alert Button (as recently seen in Georgia school shooting emergency response protocol) - Bluetooth - Associated with individual staff - Crisis and notification functions - Streamline and facilitate rapid communication - Sheriff's Office, 911, administration, EMT, nurse - Quickly initiate lockdown or evacuation  Estimated Cost: 5-year agreement (renewable each year): \$197,600 Year 1: Initial purchase (training, installation): \$66,400 Years 2-5: \$32,800/year Visitor Management included at no cost
4 School Security- Weapons Detectors	29406460	56000			\$40,000.00	Weapons Detectors: 2 Pair for the High School This would be a pilot program to explore the feasibility of expanding to use at both Middle and High Schools for all students and visitors entering the building each day. Portable/Battery Supported Move to the front office entry-way for remainder of the day Can be located to co-curricular/athletic events Can be located to other schools Requires staffing to support traffic moving through 3 people per pair during larger traffic times Recurring cost associated with stipends \$500 per staff member to supervise before school
5 Enrollment and Demographic Study	29206216	53000			\$30,000.00	Estimated costs associated with conducting an enrollment and demographic study for Fluvanna County. This study would allow the County to better predict the school age population change over the next 10 years and to make a strategic plan based on this data. It would enable the school division to assess the ability of the current school building capacities to accommodate anticipated growth and pursue necessary and associated planning.
Capital Reserve Maintenance (CRM) Fund	30265000	403300 (SCHRS)			\$55,000.00	The schools have seen unprecedented expenses for unplanned items during the first quarter of FY2025. This funding would allow for adequate funding should additional needs arise.
6 Central Bathroom Renovations (CIP)	30265000	403300 (24BTH)			\$78,906.10	The renovation of Central Elementary bathrooms has been an item for the Capital Improvement Plan (CIP) for a number of years. There is a current project underway for four of the larger bathrooms. This funding would allow the schools to continue to renovate additional bathrooms. The scope of the work varies for each location. It will not be possible to determine the exact costs until each facility is evaluated by a licensed contractor.
<b>Office/Department: School</b>						<b>Total Carryover Amount Requested: \$425,591.10</b>



# County of Fluvanna

# Carryover Request FY24/FY25

## Office/Department: Sheriff's Office

General Ledger Account Title	FY24 Org Code	FY24 Object Code	FY25 Org Code (If Different)	FY25 Object Code (If Different)	Amount Requested	Justification: <b>Please answer all three questions. Why should these funds be carried forward? Why was the project not completed within FY24? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?</b>
1 Contract Services	310	403300			\$2,662.50	Only one invoice (2 quarters) was received from Region 10 for their contract services during FY24. We are still anticipating the second invoice. We were unable to pay out the invoice we did not receive in the proper FY; however, when it arrives, we anticipate over running the current FY budget as there would be three quarters to pay in FY25.
2 Vehicle/Power Equip Supplies	310	406009			\$5,480.00	A grant opportunity presented itself and was awarded toward the end of FY24 for needed supplies and equipment (speed/message trailers and wearable personal protective equipment). The equipment was ordered, however, the invoices and equipment did not arrive until after the FY change. The ability to partially offset the FY25 expenses will allow for normal expenditures for the rest of FY25.
3 Uniform/Wearing Apparel	310	406011			\$6,411.00	During FY24, the SO was unable to secure a reliable uniform supplier. Multiple companies were engaged but disengaged or became unresponsive prior to the close of the FY. An attempt was made to secure a final quote and PO under a municipal contract, however due to vendor, legal and fiscal reviews, the ability to secure a PO was delayed until after the beginning of FY25. The order has been placed and it is requested to carry the remaining funds over in order to offset the large impact of the initial procurement that was unbudgetted in FY25.
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Office/Department: Sheriff's Office

Total Carryover Amount Requested: \$14,553.50

**3.1.10. Reappropriation of Balances (Carryovers)**

A. Appropriations lapse on June 30, for all unencumbered budget items other than capital projects and grants.

B. All outstanding encumbrances, both operating and capital, as of fiscal year-end shall be automatically reappropriated to the subsequent fiscal year to the same department and account for which they were encumbered in the previous fiscal year.

C. All capital reserve appropriations shall be automatically reappropriated to the subsequent fiscal year to the same department and account for which they were originally appropriated.

D. All unencumbered balances for capital projects shall remain appropriations until the completion of the capital project or until the Board of Supervisors, by appropriate resolution, changes or eliminates the appropriation.

E. All supplemental appropriations approved within a fiscal year for a specific purpose or project shall be automatically reappropriated to the subsequent fiscal year and utilized to complete original purpose or project as identified in the board action

F. External school funding shall be reappropriated to the subsequent fiscal year upon receipt of approval by the funding agency. School administration is required to notify the county Finance Department of such approval no later than August 30<sup>th</sup> of the subsequent fiscal year in which the funding is to be reappropriated. This excludes the local general fund appropriation, which requires the school board or superintendent of schools to submit a formal request for carryover to the Board of Supervisors.

G. Those amounts necessary for the continuation of unencumbered operating projects or services may be requested by departments, amended by the County Administrator and adopted, with any changes, by the Board of Supervisors to be reappropriated to the budget of the next fiscal year. Such requests for reappropriation shall be for specifically defined projects that could not reasonably be started prior to June 30.



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

**TAB G**

<b>MEETING DATE:</b>	December 4, 2024				
<b>AGENDA TITLE:</b>	Professional Services for Fire Training Building				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve Project Agreement #02 between Fluvanna County and TRC Engineers, Inc. for professional services for the Fire Training Building totaling \$61,100 and reimbursable expenses up to \$750, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</b>				
<b>BOS WORKPLAN?</b>	Yes	No	<b>If yes, list item(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Dan Whitten, County Attorney				
<b>PRESENTER(S):</b>	Dan Whitten, County Attorney				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p><u>History:</u></p> <ul style="list-style-type: none"> <li>• August 2017: Fluvanna County was awarded the Live Fire Training Structure Grant (aka Burn Building) for a Prototype 2 <ul style="list-style-type: none"> <li>○ \$450,000 for construction</li> <li>○ \$30,000 for A&amp;E</li> <li>○ \$630,000 original cost estimate, \$150,000 County Contribution</li> </ul> </li> <li>• June 2018 – November 2022: Issued numerous Solicitations for a Prototype 2; RFP for Design/Build, two Invitation For Bids and redesigns to try and save costs. <ul style="list-style-type: none"> <li>○ Minimum \$1M project costs, which did not include a contingency fund, site work, special inspections, construction administration, electric and water hookups.</li> </ul> </li> <li>• September 2021 – Attended the Virginia Fire Services Board meeting requesting additional grant funding due to significant costs increases for Live Fire Training Structures. The request was denied.</li> <li>• Winter 2022/2023 – Burn Building Committee was looking for additional cost effective burn building options.</li> <li>• April 2023 – A presentation was made to our local Live Fire Training Building Committee for a Prototype 4 - container type fire training structure.</li> <li>• With the challenges we have encountered to build a Prototype 2 in a cost effective manner and knowing two other localities (City of Richmond and Goochland County) have received approval from the Fire Services Board for a Prototype 4 - container style structure (which currently is not approved under the grant), it was important to pursue this request to serve the training needs of our volunteer firefighters and therefore serving our community.</li> <li>• August 2023 - A presentation was brought forward to the BOS to determine moving forward with a special request to the Virginia Fire Services Board</li> </ul>				

and what Prototype 4 design that would be. Our local committee recommended the following:

- Design “B” – A 5 container structure total, but 1 vertical container. The estimated current cost of containers, props, equipment, training and shipping for this configuration is \$675K (previously estimated at \$585K). If approved to use this type of prototype structure with the grant funds, \$450K could be used toward the structure costs only. The \$675K does not include costs for a contingency fund, site work, special inspections, construction administration, electric and water hookups (some items could be reduced/removed). The estimated costs to be \$325K, for an estimated maximum project price of \$1M, with \$450K potential to be covered by the grant if authorized by the Fire Services Board. The estimated maximum cost to the County would be \$550,000.
- September 2023 – Made a presentation to the Virginia Fire Services Board – Live Structure Committee for the Prototype 4 - container style structure request and another grant extension. The Live Fire Training Structure Committee approved the request and a one year grant extension. The full Virginia Fire Services Board tabled the approval until their December 1, 2023, waiting to get more information from their engineers on a Prototype 4.
- December 2023 – Attended the Virginia Fire Services Board meeting, where Fluvanna and an additional locality was requesting approval of a Prototype 4 - container style structure from the full Virginia Fire Services Board. The City of Hopewell was approved and Fluvanna was tabled again to present to the Virginia Fire Services Board – Live Fire Training Structure Committee in February 2024 for the following reasons:
  - More information was required and that the locality had received multiple extensions.
  - There was a comment about the County’s funding commitment for the project.
- To date, the County has received 5 grant extension approvals.
- February 7, 2024 – The Board of Supervisors approved a not to exceed funding amount of \$550,000 from Unassigned Fund Balance.
- February 22, 2024 – Attended and presented to the Virginia Fire Services Board – Live Fire Training Structure Committee, to address the Live Fire Training Structure Committee for allowing Fluvanna County to use its grant for a Prototype 4 - container style structure, discuss our funding progress and request a grant extension. All requests were granted/approved by the Virginia Fire Services Board.

Current:

- A condition of the grant is for the locality to have engineering support for design components. The four services needed are for:
  - Civil Construction Documents – Minor Site Plan Revision
  - Structural Design Services
  - Electrical Engineering Services
  - Architectural Services
- In addition, the County would need technical assistance for Bidding Phase Services.
- The current amount needed to get the project out to bid is \$61,850.

	<ul style="list-style-type: none"> <li>• The costs after the bids have been decided will be for:                             <ul style="list-style-type: none"> <li>○ The Prototype 4 - container style structure (amount TBD)</li> <li>○ Site Work (amount TBD)</li> <li>○ Construction Phase Services (\$55,900)</li> </ul> </li> </ul> <p><b>Budget:</b> Below is a breakdown of proposed actual and estimates costs to fir within the existing budget:</p> <table border="1" data-bbox="488 386 1479 926"> <thead> <tr> <th style="background-color: #d9e1f2;">Description</th> <th style="background-color: #d9ead3;">Cost</th> </tr> </thead> <tbody> <tr> <td>Grant funding - Applies to Structure only</td> <td style="text-align: right;">\$450,000</td> </tr> <tr> <td>Costs (Est.): containers, props, equipment, training and shipping</td> <td style="text-align: right;">(\$580,000)</td> </tr> <tr> <td style="text-align: right;"><b>County Cost</b></td> <td style="text-align: right;"><b>(\$130,000)</b></td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>County funding</td> <td style="text-align: right;">\$550,000</td> </tr> <tr> <td>Costs (Actual): Professional Services (site plan, structural, eletrical, architechural, bidding )</td> <td style="text-align: right;">(\$61,850)</td> </tr> <tr> <td>Costs (Actual): construction phase services</td> <td style="text-align: right;">(\$55,900)</td> </tr> <tr> <td>Costs (Est.): site work, special inspections, contingency fund and electric</td> <td style="text-align: right;">(\$302,250)</td> </tr> <tr> <td>Costs (Est.): Differential from above for containers, props, equipment, training and shipping</td> <td style="text-align: right;">(\$130,000)</td> </tr> <tr> <td style="text-align: right;"><b>TOTAL ESTIMATED COUNTY COST</b></td> <td style="text-align: right;"><b>\$0</b></td> </tr> </tbody> </table> <p><b>Contract:</b></p> <ul style="list-style-type: none"> <li>• The County signed a General Professional Engineering &amp; Architectural Services Term Contract with TRC Engineers, Inc. on January 31, 2024.</li> <li>• Under this Project Agreement #02, TRC will provide the following professional services for the Fire Training Building:                             <ul style="list-style-type: none"> <li>○ Civil Construction Documents – Minor site plan revision</li> <li>○ Structural Design Services</li> <li>○ Electrical Engineering Services</li> <li>○ Architectural Services</li> <li>○ Bidding Phase Services</li> </ul> </li> <li>• Not-to-exceed cost of \$61,100 for professional services and \$750 for reimbursable expenses.</li> <li>• Funding for these services would come out the \$550,000 County funding.</li> </ul>					Description	Cost	Grant funding - Applies to Structure only	\$450,000	Costs (Est.): containers, props, equipment, training and shipping	(\$580,000)	<b>County Cost</b>	<b>(\$130,000)</b>			County funding	\$550,000	Costs (Actual): Professional Services (site plan, structural, eletrical, architechural, bidding )	(\$61,850)	Costs (Actual): construction phase services	(\$55,900)	Costs (Est.): site work, special inspections, contingency fund and electric	(\$302,250)	Costs (Est.): Differential from above for containers, props, equipment, training and shipping	(\$130,000)	<b>TOTAL ESTIMATED COUNTY COST</b>	<b>\$0</b>
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<b>TOTAL ESTIMATED COUNTY COST</b>	<b>\$0</b>																										
<b>FISCAL IMPACT:</b>	N/A																										
<b>POLICY IMPACT:</b>	N/A																										
<b>LEGISLATIVE HISTORY:</b>	N/A																										
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>○ TRC Project Agreement #02</li> <li>○ TRC Proposal dated 11/18/24</li> </ul>																										
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other																						
	<b>X</b>	<b>X</b>	<b>X</b>																								





**PROJECT AGREEMENT # 02**  
**TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR**  
**PROFESSIONAL SERVICES**  
**Fluvanna County Fire Training Building**

**Architectural, Civil, Structural, Electrical, Fire Protection Engineering Services**

This Project Agreement #02 (the "Project Agreement") made this \_\_\_ day of \_\_\_\_\_, 2024 between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and TRC Engineers Inc. (the "Consultant"), a New Jersey corporation authorized to transact business in Virginia, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 31st 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 November 18, 2024 entitled " Proposal for Professional Services Fluvanna County Fire Training Building Architectural, Civil, Structural, Electrical, Fire Protection Engineering, and Construction Phase 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 provide the following professional services for the Fire Training Building:
  - Civil Construction Documents – Minor Site Plan Revision
  - Structural Design Services
  - Electrical Engineering Services
  - Architectural Services
  - Bidding Phase Services

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:

Mr. Ben Powell  
 Project Manager  
 County of Fluvanna  
 132 Main St.  
 Palmyra, VA 22963  
 Via Email: [bapiii@aol.com](mailto:bapiii@aol.com)

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 SIXTY-ONE THOUSAND ONE HUNDRED DOLLARS ANDS NO/100 (\$61,100.00) based on actual time worked and reimbursable expenses up to SEVEN HUNDRED FIFTY DOLLARS (\$750.00); 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 \$61,850.00 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 31, 2024); up to the not-to-exceed fees for the Task Order Services set forth in this Project 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. The Services and work on this Task Order shall start after the issuance of the notice to proceed, and the Consultant shall submit construction documents for review eight weeks after the issuance of the notice to proceed.

#### **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:**

TRC Engineers, Inc.  
 ATTN: Gregory A. Smith, P.E.  
 1030 Wilmer Ave., Suite 100  
 Richmond, VA 23227  
 Telephone: (804) 264-2228

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 (5<sup>th</sup>) 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:  
TRC Engineers, Inc.

County:  
Fluvanna County:

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

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

Name: Eric M. Dahl

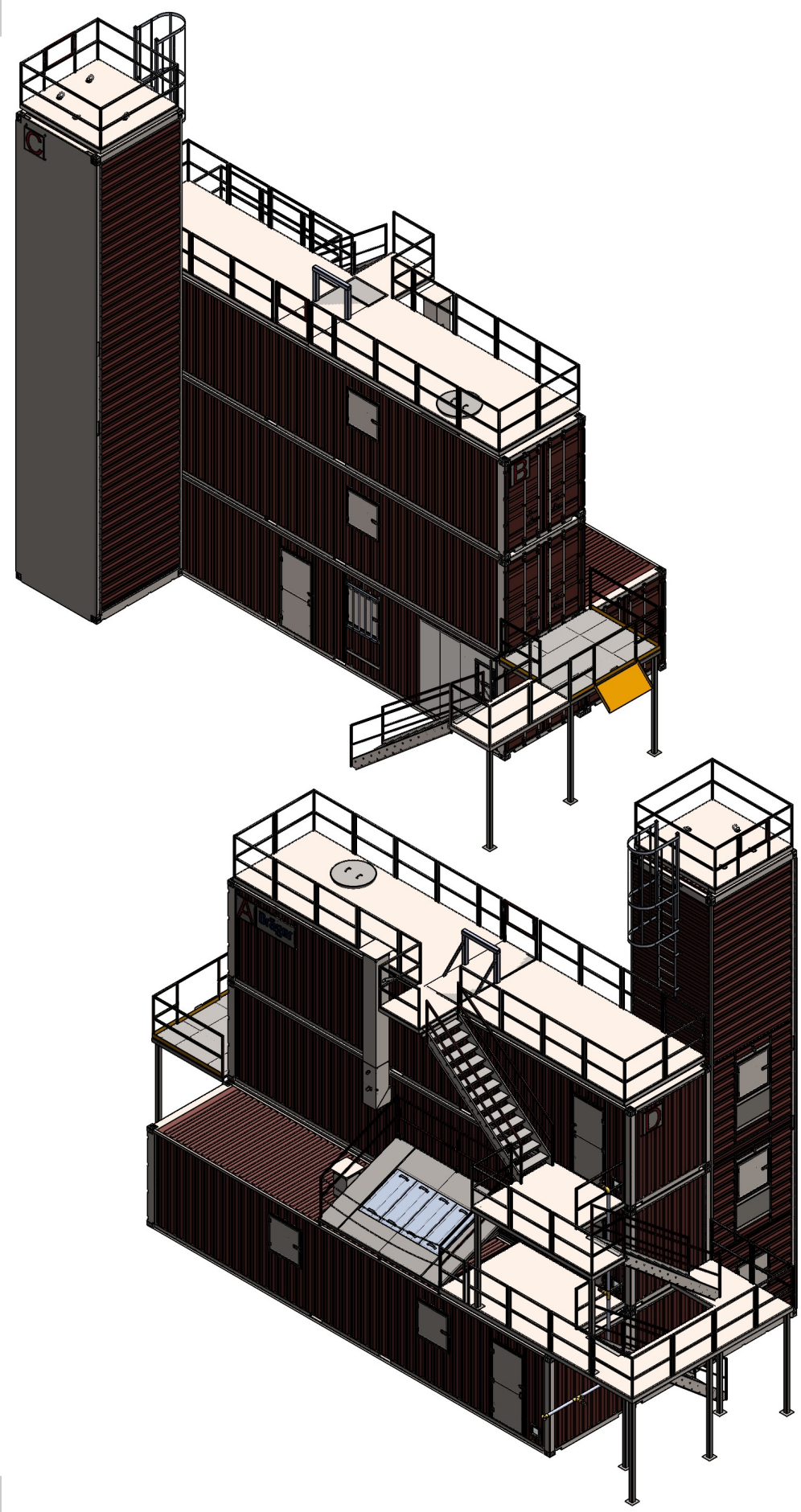
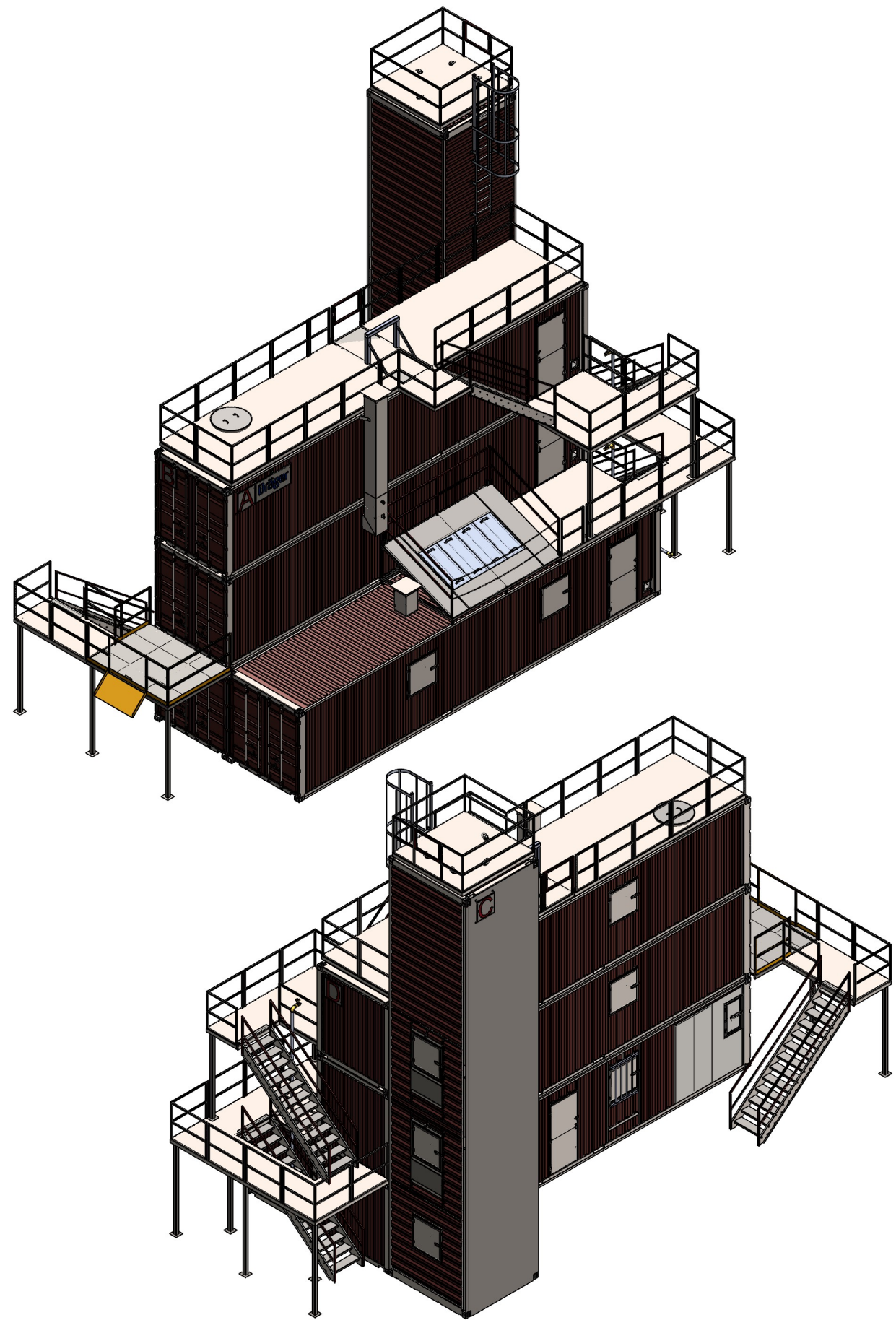
Title: \_\_\_\_\_

Title: County Administrator

Approved as to form:

By: \_\_\_\_\_  
Fluvanna County Attorney

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A	ISSUED FOR APPROVAL	DD	1/19/24
REV	REVISION DESCRIPTION	DRW	DATE

**Dräger**

PRODUCT  
**PHASE II MODIFIED**

CUSTOMER  
**FLUVANNA, VA**

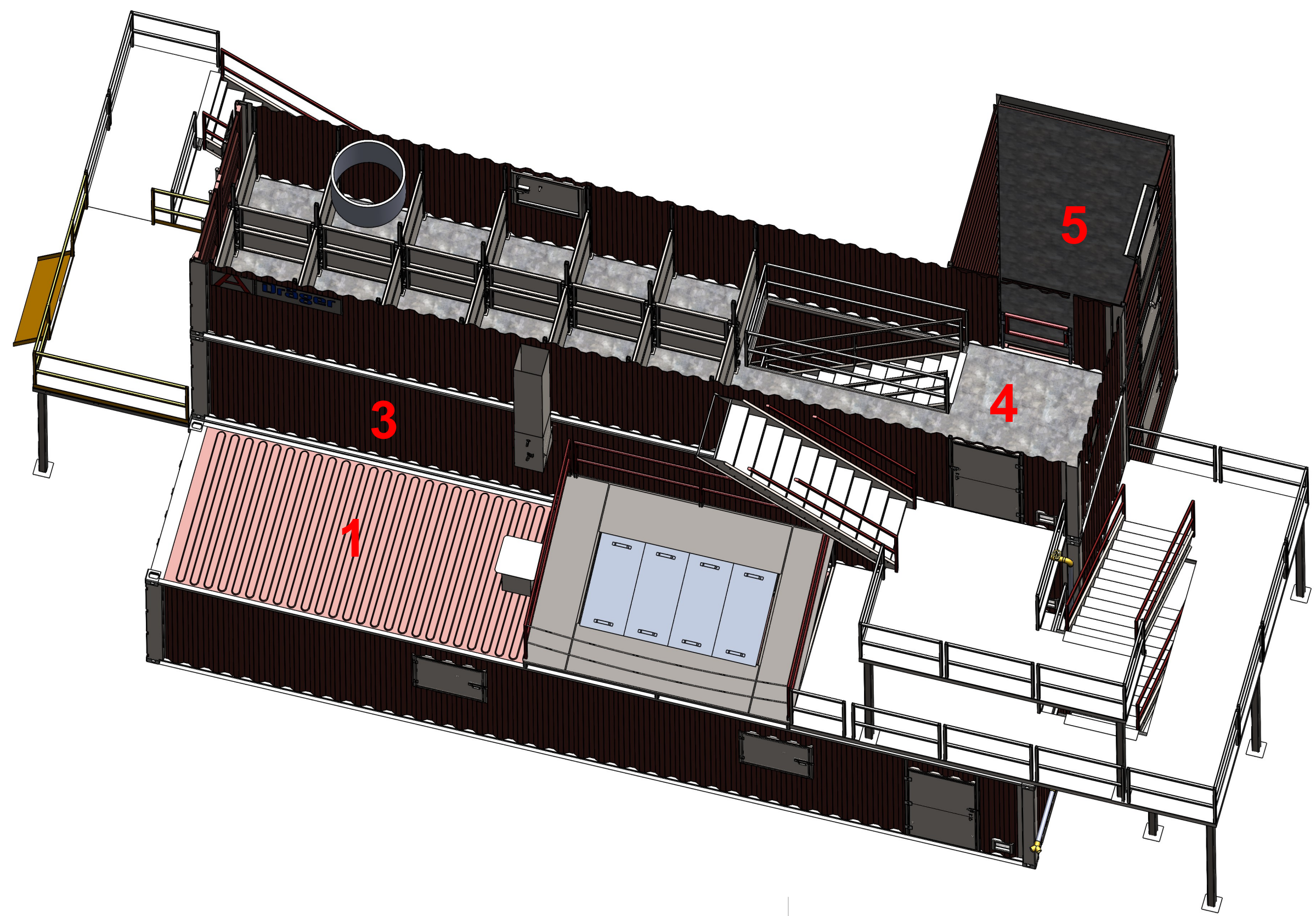
TITLE  
**ISO VIEWS**

DWG NO.  
SHEET 1 OF 6

DATE 1/3/2024	SCALE 1:128
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PO#	



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**PHASE II MODIFIED**

CUSTOMER  
**FLUVANNA, VA**

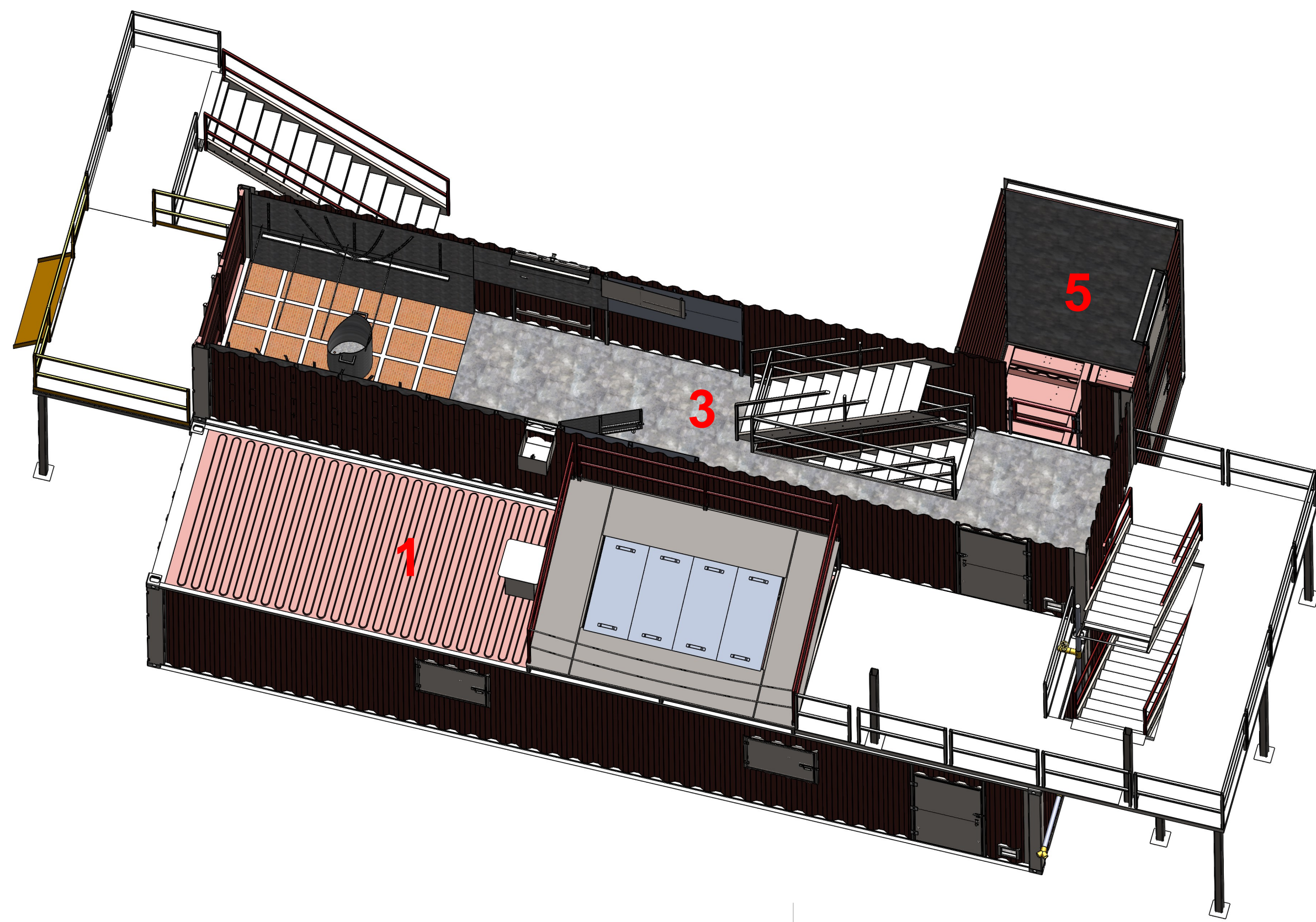
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DWG NO.  
SHEET 2 OF 6

DATE 1/3/2024	SCALE 1:192
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PO#	



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**Dräger**

PRODUCT  
**PHASE II MODIFIED**

CUSTOMER  
**FLUVANNA, VA**

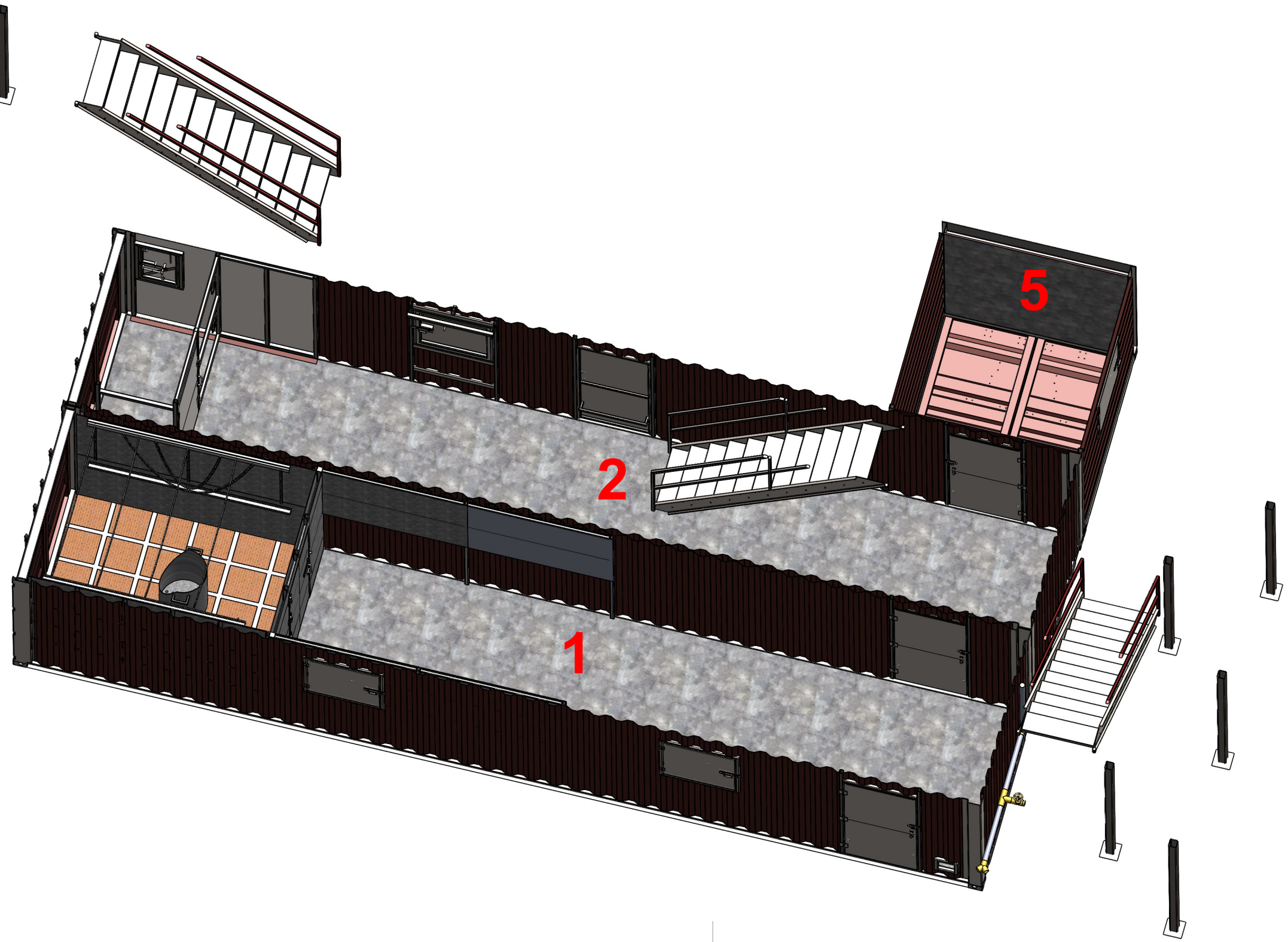
TITLE  
**2ND FLOOR CUTAWAY**

DWG NO.  
SHEET 3 OF 6

DATE 1/3/2024	SCALE 1:192
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REV	REVISION DESCRIPTION	DRW	DATE

**Dräger**

PRODUCT  
**PHASE II MODIFIED**

CUSTOMER  
**FLUVANNA, VA**

TITLE  
**1ST FLOOR CUTAWAY**

DWG NO.  
SHEET 4 OF 6

DATE 1/3/2024	SCALE 1:192
DWN BY DER	REV A
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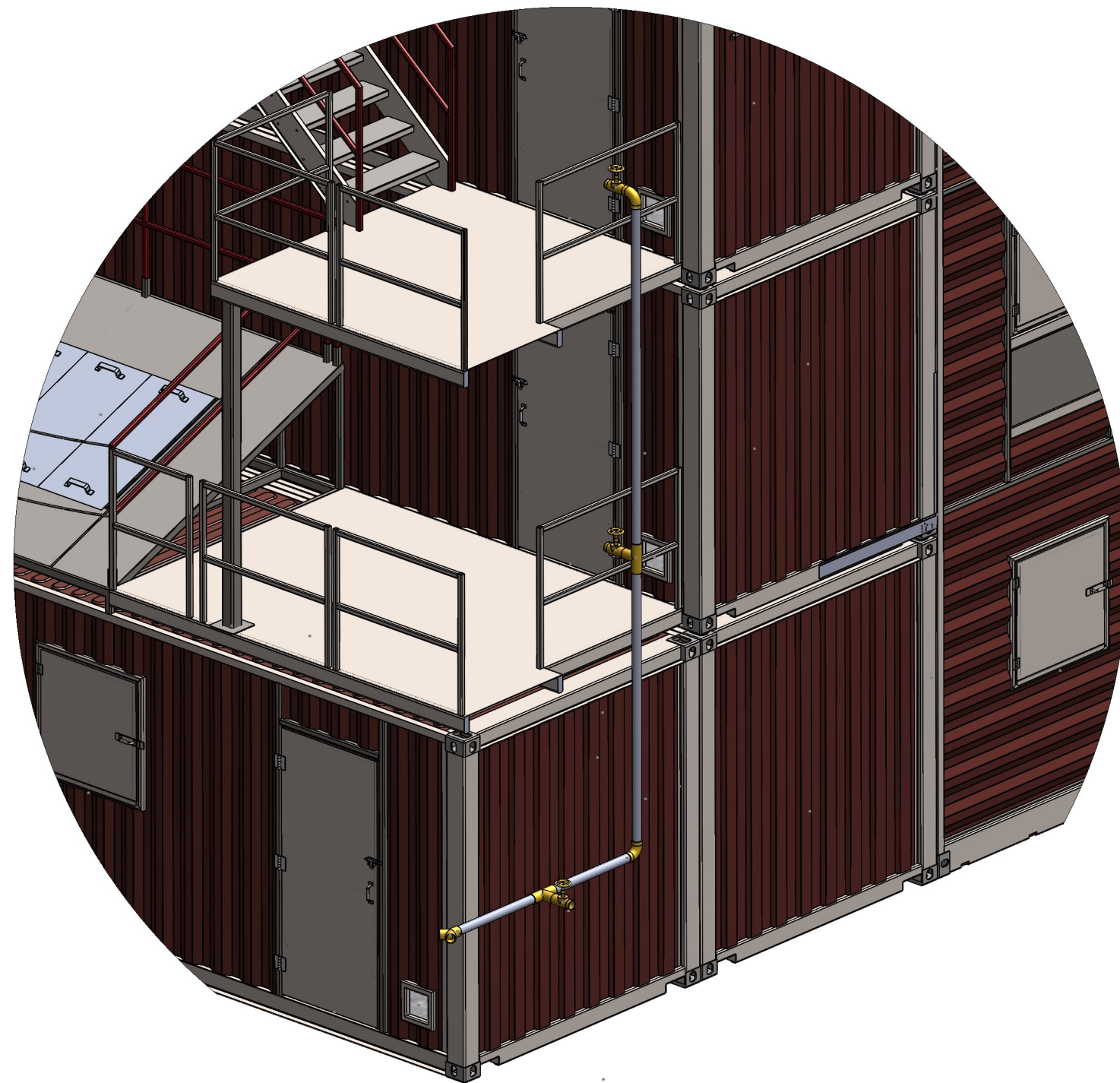
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REV	REVISION DESCRIPTION	DRW	DATE

**Dräger**

PRODUCT  
**PHASE II MODIFIED**

CUSTOMER  
**FLUVANNA, VA**

TITLE  
**STANDPIPE**

DWG NO.  
SHEET 5 OF 6

DATE 1/3/2024	SCALE 1:192
DWN BY DER	REV A
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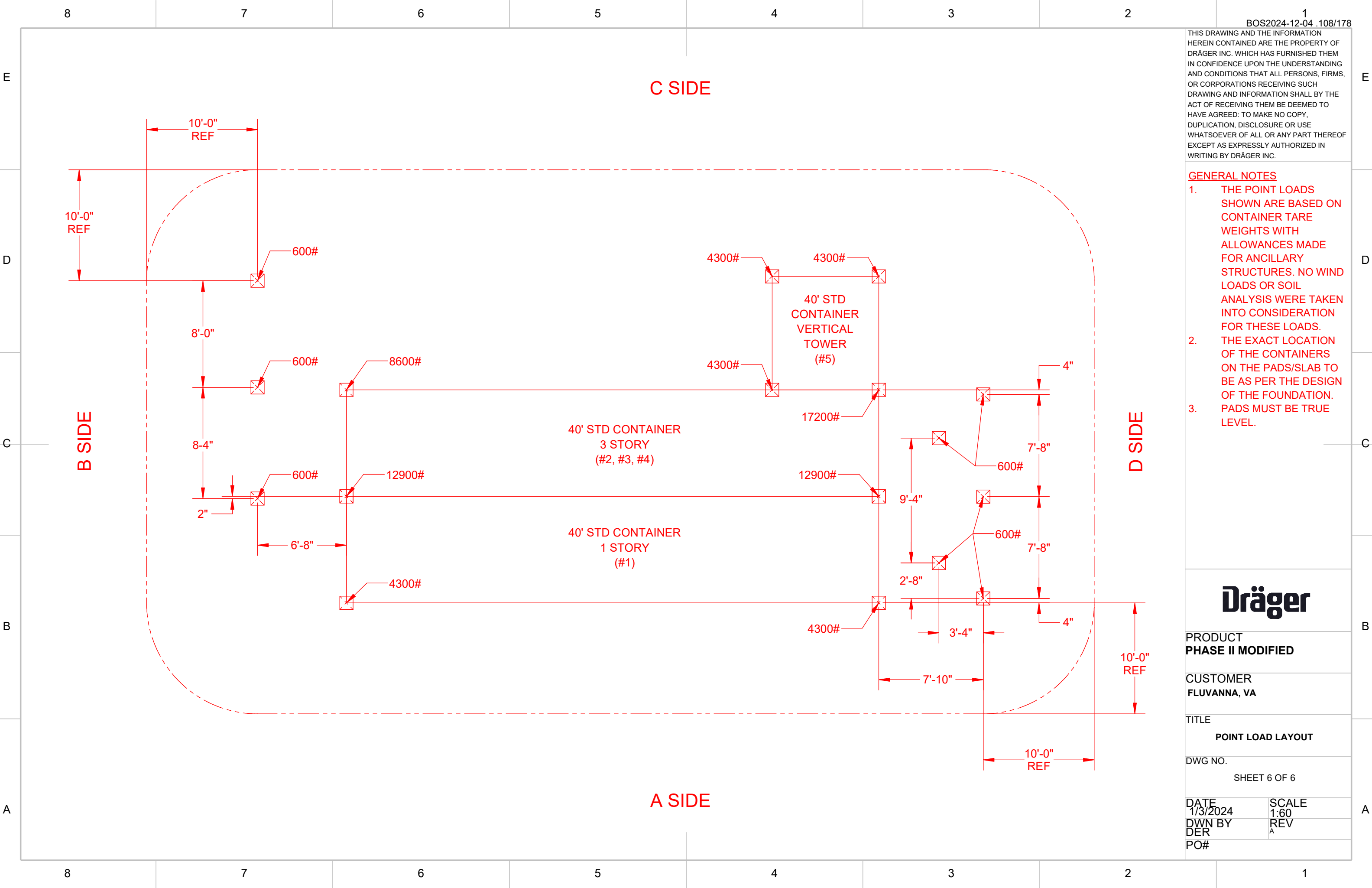


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- GENERAL NOTES**
1. THE POINT LOADS SHOWN ARE BASED ON CONTAINER TARE WEIGHTS WITH ALLOWANCES MADE FOR ANCILLARY STRUCTURES. NO WIND LOADS OR SOIL ANALYSIS WERE TAKEN INTO CONSIDERATION FOR THESE LOADS.
  2. THE EXACT LOCATION OF THE CONTAINERS ON THE PADS/SLAB TO BE AS PER THE DESIGN OF THE FOUNDATION. PADS MUST BE TRUE LEVEL.
  - 3.



PRODUCT <b>PHASE II MODIFIED</b>	
CUSTOMER <b>FLUVANNA, VA</b>	
TITLE <b>POINT LOAD LAYOUT</b>	
DWG NO. SHEET 6 OF 6	
DATE 1/3/2024	SCALE 1:60
DWN BY DER	REV A
PO#	





1030 Wilmer Avenue, Ste. 100  
Richmond, VA 23227

T 804.264.2228  
TRCcompanies.com

November 18, 2024 (supersedes proposal dated October 30, 2024)

Mr. Ben Powell  
Project Manager  
County of Fluvanna  
132 Main St.  
Palmyra, VA 22963  
Via Email: [bapiii@aol.com](mailto:bapiii@aol.com)

**RE: Proposal for Professional Services  
Fluvanna County Fire Training Building  
Architectural, Civil, Structural, Electrical, Fire Protection Engineering, and Construction  
Phase Services**

Mr. Powell,

On behalf of TRC, thank you for the opportunity to present our proposal to Fluvanna County for the proposed Fluvanna County Fire Training Building to be located at 5725 James Madison Highway, Fork Union, Virginia.

## **I. PROJECT DESCRIPTION**

As discussed with Fluvanna County staff via email and virtual meetings, TRC understands that the plans developed for Fluvanna County in 2019 require revision. The vendor for the modular fire training building has been changed, and as a result, a minor site plan revision, the structural slab design, electrical engineering for the building service, sight lighting, architectural services, and fire protection engineering services are now required. The revised construction documents will be tailored to the specific burn building design provided by the modular building manufacturer. Foundations are expected to be shallow spread footings and will be based on a site-specific geotechnical report. The existing geotechnical report and site survey conducted in 2019 will be utilized for this plan revision.

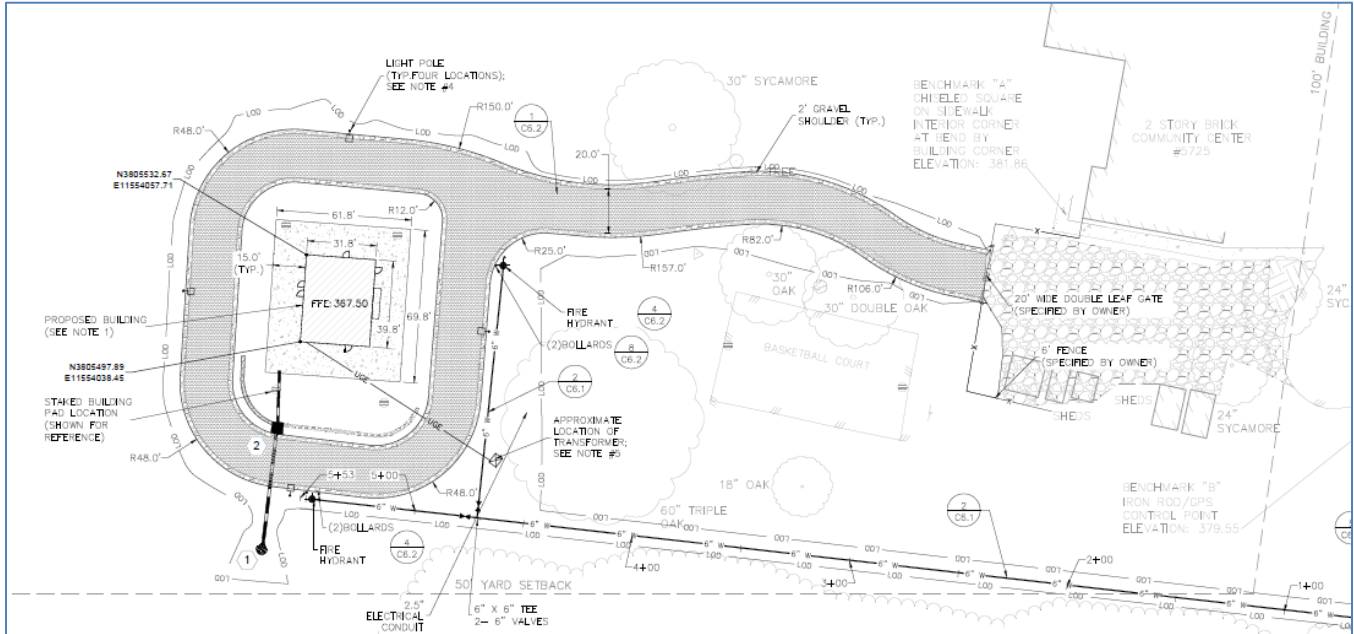
Please also note that at the direction of Fluvanna County, the previously shown water service to the building will be removed from the drawings. The Building Electrical design is anticipated to be completed by the modular building manufacturer and the water system will consist of water tanks in the fire tanker trucks per NFPA 1403 Standards.

## **II. SCOPE OF SERVICES**

### **Civil Construction Documents – Minor Site Plan Revision**

1. Plans: TRC will prepare revised drawings that incorporate the revised burn building design from the modular building manufacturer. This will include revisions to the perimeter loop road, drainage design, and supporting calculations. Drawings will be developed in AutoCAD. We have based our scope on the following assumptions and notes:

- a. TRC assumes that the total project land disturbance will remain under 1.00 AC, which is a critical threshold for stormwater management criteria. Should the limits of disturbance exceed this threshold, additional services will be required.
- b. The access road alignment will not change as shown on C4.0 of the 5-16-2022 drawings. We will however check the fire truck access around the site using the new truck information provided by the County and update the width or radii as needed based on our AutoTurn analysis.
- c. Space for the firetruck outriggers will be shown on the plan. We will work with the client to determine the areas for the outriggers.
- d. The water line shown on the 5-16-2022 drawings will be removed from the project. As noted above, water tanker trucks will be used to supply water for training.
- e. TRC understands the area between the concrete apron and the perimeter road should be shown as gravel.
- f. Geotechnical: We will engage a geotechnical engineer for the asphalt pavement section.
- g. With the exception of the power service for the building and site lighting, all electrical services are by others or the by the modular building manufacturer and not included in our scope.
- h. Time to resurrect the files and refamiliarize ourselves with the project is included in this task.



Site Layout from 5-16-2022 drawing set

- 2. Technical Specifications: TRC will show specifications as notes and details on the plans, and provide separate technical specifications for civil-related items per CSI format for inclusion in a bidding package (bid package/front end/project manual prepared by Fluvanna County)
- 3. Meetings / Coordination: Our team will attend up to two meetings in Fluvanna County and participate in up to three (3) virtual coordination calls.



4. Deliverables: We will provide Fluvanna County with a PDF of the Construction Documents and Technical Specifications, and the required number of hard copies for submittal to the County. We understand from discussions with County Planning, that these changes need to be handled with a Site Plan Amendment.

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## **Structural Design Services**

1. The structural engineering design services will include structural design and preparation of construction documents for the foundations of the proposed new burn building. The building is to be a pre-fabricated structure designed and supplied to the owner with all design and construction documents for the structure to be supplied by others and signed and sealed by a professional engineering in the Commonwealth of Virginia. TRC's work is limited to the actual building foundation designed in accordance with the loads supplied by the supplier of the structure. The foundation is anticipated to be a concrete slab on grade. The design will be governed by the geotechnical report supplied by the owner. Since structural loads at this time are not known, a general slab will be provided based on anticipated loads and to be verified prior to construction of the building foundation. A single final coordination of building foundation will be provided after buildings final reactions have been provided by the building supplier. The concrete apron surrounding the building will be detailed as a separate item and designed for loads which do not include vehicular or heavy equipment. Slabs will be detailed based on the recommendations of the geotechnical report. The structural design will be done in coordination with project site design. Details for each will be noted and located on the structural plans and details. The overall slabs will be shown as recommended by the site design.
2. Project specifications associated with the structural design will be prepared as short form drawing notes.
3. Construction phase structural work will be limited to review of slab concrete and reinforcing submittals and response to contractor requests for information.
4. Structural engineering fee proposal assumes that the work will be coordinated with the project building reactions prior to the beginning of construction.

### **Assumptions & Limitations**

- We have assumed that we will be provided with plans of the structure as an electronic file in .pdf or CAD file or REVIT model to serve as a template for structural engineering and to facilitate structural design to match.
- Final slab details for the building layout and reinforcing are limited to one revision. Additional revisions due to structure layout revisions will be considered as an additional service.

---

## **Bidding & Construction Phase Services**

### **Bidding and Negotiation Assistance**

1. Document Distribution: Document distribution will be the responsibility of the County.

2. Pre-Bid Conference: The TRC team will attend the pre-bid conference and contribute to the preparation of the meeting minutes. Distribution of the minutes will be the responsibility of the County.
3. Response to Pre-Bid Questions/Issuance of Addenda: The TRC team will prepare responses to Contractor submitted Pre-Bid Questions. Responses will be limited strictly to information directly contained in the Contract Documents and the TRC team will not interpret the documents or the A/E of Record's design intent.
4. Receipt of Bids: Receipt of bids will be by the County.
5. Bid Opening/Review: The TRC team will attend the bid opening and prepare a tabulation of bids. Tabulation to be reviewed and distributed by the County.
6. Recommendation of Award: The TRC team will make a recommendation to the County of award.

### Construction Phase Services

The TRC team will provide technical support and assistance during the construction phase with the following services. This proposal is based on a construction services duration of 270 days.

1. Pre-Construction Conference: The TRC team will attend the pre-construction conference with representatives of the construction team and County. TRC will prepare meeting minutes to be distributed by the County.
2. Progress Meetings: We will attend up to nine (9) progress meetings (on-site) to review the general progress of construction and pay applications. Any deficiencies noted during this observation will be reported to the County. These observations will be general in nature and will not constitute comprehensive or exhaustive inspections.
3. Pay Application: The TRC team will review the Application for Payment relative to the general progress of construction and provide recommendations for payment to the County.
4. Response to Requests for Information (RFIs): The TRC team will prepare responses to Contractor submitted RFIs. Responses will be limited strictly to information directly contained in the Contract Documents; our team will not interpret the documents or the A/E of Record's design intent in the responses. Redesign of any items is excluded from our scope of services.
5. Issuance of Construction Clarifications: Clarifications on plans will be strictly limited to information directly contained in the Contract Documents; our team will not interpret the documents or the A/E of Record's design intent.
6. Review of Proposed Change Orders: The TRC team will review proposed change orders and provide comments to the County. Our scope of services does not include any redesign that may be required by the Change Order.
7. Submittals: We will review and prepare responses to Contractor submittals. Responses will be limited strictly to information directly contained in the Contract Documents and will not interpret the documents or the A/E of Record's design intent.
8. Preparation of Structural and Special Inspection Documentation: Provide Schedule of Special Inspections and Special Inspections forms as required by the building code. This does not establish TRC as the Special Inspector of Record.
9. Substantial Completion Inspection: The TRC team will attend one inspection for substantial completion. This will be limited strictly to conformance with the documents provided by the County. A list of deficiencies will be provided to the County.

10. Final Completion Inspection: The TRC team will attend one inspection for final completion. This will be limited strictly to conformance with the documents provided by the County. A list of deficiencies will be provided to the County.

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## **Electrical Engineering**

TRC's Electrical Engineering Subconsultant, New Ridge Engineering, PLLC is providing professional electrical engineering services for the Fire Training Facility. We understand the scope of the project is a prefabricated metal building containing a burn room and other fire training components. The design scope includes coordination with the electrical utility company to provide electrical service to the building, up to and including a connection point mounted on or adjacent to the building. Loads will be provided by the building manufacturer for inclusion in our coordination. Any branch wiring or feeders inside the building will remain under the scope of the building manufacturer. New Ridge Engineering will not provide any load calculations of systems internal to the building. Additionally, NRE will provide a site lighting layout and photometrics, including diagrammatic underground conduit routing.

### Basic Scope of Services

#### Deliverables & Services Included

The following outlines project phases and deliverables expected on this project. If Engineer is directed to begin a later phase, Engineer assumes that deliverables from all earlier phases are deemed acceptable and complete. Changes to deliverables in earlier phases, or changes to design that were previously deemed acceptable, are not included in Basic Scope of Services and shall constitute an Additional Service.

#### Construction Documents

1. Virtual attendance at up to two (2) project design and coordination meetings as requested by Client.
2. One on-site coordination meeting with electrical utility as requested by Client.
3. Two-dimensional PDF design drawings containing:
  - a. Documentation of general demolition requirements as required to accommodate new work.
  - b. Final system layouts and documents.
  - c. Special details related to systems.
  - d. Energy Compliance documentation for HVAC and Lighting Systems.
4. Project Manual (Specifications).
5. Engagement and coordination of the electrical utility to provide a connection to the prefabricated building.
6. One set of interim drawings showing progress of MEP Construction Documents.
7. Document corrections required by permit review comments from authorities having jurisdiction.

#### Construction Administration

1. Shop drawing and submittal reviews with a maximum 10 business day turnaround.

2. Responses to Requests for Information (RFI's) regarding construction issues with a maximum of 5 business day turnaround.
3. Virtual attendance at two (2) Owner-Designer-Contractor Progress meetings.
4. Jobsite observation immediately prior to transformer installation/final connection as determined by General Contractor's construction schedule.
5. Jobsite observation report for each jobsite observation listed above.
6. Review of Close-Out Documents and As-Built Drawings prepared by the Contractor.

Deliverables & Services Excluded:

Services not explicitly listed in section "Deliverables & Services Included" are not included in this proposal. The following deliverables and services are examples of services excluded in this proposal. Exclusion of a service from the list below does not imply that Engineer has included that service in this proposal. These can be provided in an amended proposal or per the terms described in section "Additional Services."

1. Construction Documents for building interior.
2. Load calculations of equipment installed in building interior.
3. Nighttime jobsite observation to verify light levels of installed fixtures. This can be provided as an additional service if required by the AHJ for inspections.
4. Revisions to design drawings or specifications due to changes in project scope, concept, interior, or architectural requirements, except as part of updated drawing sets noted above.
5. Preparation of documents for alternate bids or out-of-sequence services.
6. Preparation of estimated costs or financial feasibility studies associated with the work.
7. Detailed estimates of construction costs or detailed quantity surveys or inventories of material, equipment, or labor.
8. Preparation of Record Drawings, either from red-line markups provided by Contractor or by any other means.
9. Modification of design drawings due to changes during construction suggested by Contractor.
10. Re-design of electrical drawings based on vendor changes after agreed-upon basis of design.
11. Attendance at value-engineering meetings.
12. Re-design of systems after completion of design drawings in response to value-engineering suggestions.
13. Re-design of systems or providing of temporary designs required due to lead times that would result in construction delays.
14. Coordination of systems beyond Level of Design 200 (as defined by the American Institute of Architects).
15. Effort required to obtain or maintain certification for any building accreditations including, but not limited to, LEED or Well.
16. Design efforts to meet requirements of third-party building accreditations including, but not limited to, LEED or Well.

Deliverables & Services Timeline

The estimated timeline is anticipated for providing the Basic Scope of Services. Extension of project duration beyond timeline, or requests to expedite deliverables in a shorter timeline, may constitute an

additional service. Schedule below will start, separately for each deliverable phase, upon direction from Client. Reasonable time between phases is allotted for owner sign-off, permitting, etc. If Engineer is directed to hold or pause work on the project during a phase, or if project is placed on hold between phases for an extended amount of time, restarting work may constitute an Additional Service and/or extension of schedule.

#### Systems Included

- The following outlines the anticipated systems anticipated for this project:
- Electrical Power – New electrical service
- Electrical Lighting – Exterior lighting layout (including underground conduit routing), Exterior photometric calculations

#### Systems Excluded

The following systems are not included in this proposal. These can be included in an amended proposal or per the terms described in section "Additional Services."

- Energy Management and Control – None included
- Fire Alarm and Fire Protection – None included
- Mechanical or plumbing systems
- Tele-data and other low-voltage systems
- Emergency power systems
- Power distribution within building

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### **Architectural and Fire Protection Engineering Services**

Architectural services will be provided by our subconsultant, FPW Architects (FPW).

#### Scope – General

Fluvanna County wishes to construct a fire training facility (burn building) for the training of fire fighters and first responders. The County has elected to pursue an essentially prefabricated structure consisting of steel shipping containers that are modified and assembled with various accessories to create a training structure.

It is our understanding that this facility will be constructed on County property and that site development and foundation/slab-on-grade structural design/documentation will be undertaken by TRC.

The County wishes to issue a Request for Proposals (RFP) to various vendors for the provision of this training facility and has asked TRC to assemble a team to assist in that effort.

#### Scope – Architectural Services

1. FPW shall prepare the portion of the RFP for the pre-manufactured burn building. This is anticipated to be a specification section, typically in CSI format, for the provision of the burn building. The specification section shall specifically require compliance with the Virginia Uniform

Statewide Building Code and NFPA 1402. The County currently has utilized a product (facility components and assembly) as manufactured By Draeger which will be used as the guideline for the creation of the Basis of Design for the modular building. We understand that a different modular building manufacturer may utilized.

2. FPW shall attend up to two (2) meetings with County representatives and stakeholders to review the proposed specification for acceptance prior to release. It is our understanding that the additional specification sections other than the burn building basis of design will be provided by others (either the County or TRC).
3. FPW shall retain a professional fire protection engineer to review the proposed specification and subsequent vendor proposals for compliance with NFPA 1402.
4. Once the RFP has been released for bids, FPW shall attend the pre-bid conference and shall assist in responding to questions from vendors.
5. Once proposals from vendors have been received by the County, FPW shall participate in the evaluation of proposals for compliance with the requirements of the RFP and shall recommend award based on this compliance.
6. FPW shall assist in responding to questions from Authorities Having Jurisdiction during the permit process. It is understood that the preparation of the permit document submittal will be the responsibility of the selected vendor. Modifications to documents prepared by the vendor shall be the sole responsibility of the vendor
7. During construction, FPW shall provide the following services:
  - a. Attend the pre-construction meeting. Minutes shall be prepared and distributed by others.
  - b. Respond in writing to written contractor Requests for Information
  - c. Perform site visits to observe construction for the purpose of determining general compliance with the documents. For this project we assume a construction period of nine (9) months with up to two (2) visits per month.
  - d. Undertake an inspection for the determination of substantial completion and provision of an architectural "punch list" to be incorporated into an overall "punch list".
  - e. Undertake an inspection for the determination of final completion noting any items from the substantial completion inspection to be completed and/or noting any additional items.
8. FPW shall prepare Record Documents based upon annotated documents provided by the selected vendor.

#### Reimbursable Expenses

Out-of-pocket expenses made for the benefit of the project are included in the expenses line item noted below.

#### Schedule

FPW is prepared to commence work upon received of written approval of this proposal and a preliminary project schedule.

#### Exclusions



The following are excluded from this proposal:

- Cost Estimating
- Renderings for regulatory boards or agencies
- Off-site improvements.
- Outside utilities analysis.
- Energy modeling and/or documents for life cycle cost analysis.
- Preparation of commissioning documents.
- Review of audio-visual, security, or data/communication systems
- Security risk analysis
- Development of the Owner’s Project/Performance Requirements (OPR)
- Permit fees
- Value management services of any kind
- Hazardous material assessment, survey or removal services
- Geotechnical investigations
- Environmental impact report
- LEED or other sustainable certification documentation or analysis

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### III. SCHEDULE

We anticipate submitting construction documents to the County for review eight (8) weeks after authorization to proceed, or in accordance with a mutually acceptable schedule.

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### IV. FEES AND CONTRACT TERMS

TRC proposes to provide the services and related reimbursables described in Section II on a lump sum basis as outlined below. All services will be provided in accordance with our current contract with the County.

1. Civil Construction Documents – Minor Site Plan Revision .....	\$12,500
2. Structural Design Services .....	\$13,000
3. Electrical Engineering Services .....	\$8,300
4. Architectural Services .....	\$19,300
5. Bidding Phase Services .....	\$8,000
6. Civil and Structural Construction Phase Services.....	\$22,000
7. Electrical Engineering Construction Phase Services.....	\$4,200
8. Architectural Construction Phase Services .....	<u>\$29,700</u>
Total.....	\$117,000
Reimbursable Expenses (Lump Sum) .....	\$1,500

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### V. ASSUMPTIONS / LIMITATIONS

1. Our proposals dated 8-31-2022 and 9-16-2024 are void and replaced by this current proposal.
2. Base drawings of the burn building will be provided by modular building manufacturer to our team in AUTOCAD or Revit format for use in the preparation of our project drawings.
3. The survey file from the earlier project engagement will be used. We have assumed there have been no changes to the site.
4. All electronic information, data, and documents provided to us from any party will be in a format suitable for direct use by TRC and will not require any significant reformatting or conversion.
5. Submittal, permit, review, and/or bond fees are not included in our fee estimate noted above. Others will be responsible for paying such items directly, if required.
6. Any travel or meetings authorized by your office beyond what is included above will be invoiced on a time and materials basis in addition to the lump sum fee presented herein.
7. Utility analysis and design are excluded from this proposal, including, but not limited to, domestic and fire water, sanitary sewer, gas, electric, and communications.
8. Design of improvements for erosion and sediment control and stormwater management for disturbance areas equal to or greater than 1.00 AC are excluded from this proposal.
9. Traffic studies are excluded. VDOT permitting, if any, will be a contractor responsibility.
10. Offsite or downstream drainage analysis is excluded. Our scope ends at the outfall of the
11. Building and associated mechanical, electrical, plumbing, fire protection, communication, and other engineering (other than building foundation) design is excluded from our scope. Electrical engineering for the site lights is assumed to be provided by others.
12. The county will provide the shop drawings of the largest fire truck that will need to access this site.
13. Additional construction phase services or site visits, if so requested and authorized by Fluvanna County, will be provided on a time-and-materials basis in addition to the lump sum fee presented herein.

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## **VI. ADDITIONAL SERVICES**

If necessary or requested, we can provide the following supplemental services in addition to those outlined above, including, but not limited to, cost estimating, code required Special Inspections, or re-design after design has begun based on approved plans.

Our current scope does not include items unless specifically described herein. Any additional services requested can be undertaken on a time and material basis or negotiated lump sum fee based on your requirements in addition to the fees outlined herein. If any additional services should become necessary or desirable, a Request for Additional Services will be submitted.

On behalf TRC, thank you for giving us the opportunity to provide our proposal for professional services. Please do not hesitate to contact us if you have any questions or require any additional information.

Sincerely,  
**TRC**



Gregory A. Smith, P.E., DBIA, LEED AP BD+C  
Director of Civil Engineering  
Site Development & Civil

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**AUTHORIZATION TO PROCEED**

**Proposal for Professional Services  
Fluvanna County Fire Training Building  
Architectural, Civil, Structural, Electrical, Fire Protection Engineering, and Construction Phase Services**

I/We agree and accept TRC's proposal to provide the above-described services. We understand the Scope of Services as provided herein and agree to the fees for these services. We further acknowledge that TRC will provide a proposal for any change in the Scope of Services described herein and that a signed agreement to provide those additional services will be executed prior to any work being performed.

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Printed Name \_\_\_\_\_ Title \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_



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

**TAB H**

<b>MEETING DATE:</b>	September 4, 2024				
<b>AGENDA TITLE:</b>	Adoption of the Fluvanna County Board of Supervisors November 20, 2024 IAC Dinner Meeting Minutes.				
<b>MOTION(s):</b>	<b>I move the meeting minutes of the Fluvanna County Board of Supervisors Special Meeting on Wednesday November 20, 2024, be adopted.</b>				
<b>BOS WORKPLAN?</b>	Yes	No	<b>If yes, list item(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	None.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Draft Minutes November 20, 2024 IAC Dinner.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>





**FLUVANNA COUNTY BOARD OF SUPERVISORS  
SPECIAL MEETING  
INTERAGENCY COUNCIL PRESENTATION MINUTES  
Morris Room, County Administration Bldg  
Palmyra, VA 22963  
November 20, 2024  
Special Meeting 6:00pm**

**MEMBERS PRESENT:** Chris Fairchild, Cunningham District, Chair  
John M. (Mike) Sheridan, Columbia District, Vice Chair  
Timothy M. Hodge, Palmyra District

**ABSENT:** Mike Goad, Fork Union District  
Tony O’Brien, Rivanna District

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

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

At 4:15pm, Chair Fairchild called to order the Special Meeting of November 20, 2024.

<b>MOTION:</b>	Call to order the November 20, 2024 Special Meeting of the Board of Supervisors.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>			Second		Motion
<b>VOTE:</b>	Yes	Absent	Yes	Absent	Yes
<b>RESULT:</b>	<b>3-0</b>				

The Board of Supervisors listened to representatives from the groups that make up the Inter Agency Council present updates and synopses of the work they accomplished throughout the year.

- Kimberly Mabe and Allison Pace, Fluvanna County Department of Social Services (DSS)
- Rosemary Beard Heflin, Child Health Partnership
- Kim Hyland and Wanda Armstrong, Fluvanna Louisa Housing Foundation
- Trish Armstrong and Suzette Miller, Monticello Area Community Action Agency (MACAA)
- Bertha Armstrong, Fluvanna Christian Services Society
- Ashley Boschen and Kellie O’Connor, Habitat for Humanity
- Heather Marshall, Meals on Wheels
- Ron Buchanan, Blue Ridge Food Bank
- Jessica Lavin and Melanie Whitlow, Fluvanna County Public Schools
- Alex Weathersby, Shelter for Help in Emergency (SHE Shelter)
- Linda Glover-Kyle, Blue Ridge Health District
- Sierra Winn, Martha Jefferson Hospital
- Chris Baca, Rotary Club
- Marta Keane and Laryssa Smith, Jefferson Area Board for Aging (JABA)
- Mark Hinehline, Region Ten
- Stephanie Hicks, Parent Resource Center of Piedmont Regional Educational Program

**15 - ADJOURN**

<b>MOTION:</b>	Adjourn the Special Meeting of Wednesday, November 20, 2024 at 5:09pm.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>			Motion		Second
<b>VOTE:</b>	Yes	Absent	Yes	Absent	Yes
<b>RESULT:</b>	<b>3-0</b>				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

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

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



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

**TAB I**

<b>MEETING DATE:</b>	December 4, 2024				
<b>AGENDA TITLE:</b>	Adoption of the Fluvanna County Board of Supervisors November 20, 2024 Meeting Minutes.				
<b>MOTION(s):</b>	<b>I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday November 20, 2024, be adopted.</b>				
<b>BOS WORKPLAN?</b>	Yes	No	<b>If yes, list item(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	None.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Draft Minutes November 20, 2024.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING MINUTES  
Circuit Courtroom, Fluvanna Courts Building  
72 Main Street, Palmyra, VA 22063  
November 20, 2024  
Regular Meeting 6:00pm**

**MEMBERS PRESENT:**

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

**ABSENT:**

None.

**ALSO PRESENT:**

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

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

At 6:02pm, Chair Fairchild called to order the Regular Meeting of November 20, 2024. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

**3 - ADOPTION OF AGENDA**

<b>MOTION:</b>	Accept the Agenda, for the November 20, 2024 Regular Meeting of the Board of Supervisors, as presented.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>		Second			Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**4 - COUNTY ADMINISTRATOR’S REPORT**

Mr. Dahl reported on the following topics:

Announcements and Updates - New Employees & Promotions

- Dale Critzer, Public Works, Director, Started November 3<sup>rd</sup>

Economic Development

- “Buy Fluvanna First” buy local campaign kicks off next week!
- Holiday Passport is the first event - Holiday Passports can be picked up at participating businesses. Shoppers can present their passports at participating businesses to receive a passport sticker for their visit.
- Completed passports can be dropped off at any participating business or mailed to the Economic Development Office by January 5, 2025. Returned passports will be entered into a drawing for prizes donated by participating businesses with a grand prize donated by Lake Monticello Golf Club for a yearly golf membership. Grand prize drawing will take place on January 7, 2025.

**5 - PUBLIC COMMENTS #1**

At 6:06pm, Chair Fairchild opened the first round of Public Comments.

- James Kelley, 363 Manor Blvd, addressed budget topics for the upcoming FY26 FCPS budget.

With no one else wishing to speak, Chair Fairchild closed the first round of Public Comments at 6:12pm.

**6 – BOARDS AND COMMISSIONS**

None.

**7 – PRESENTATIONS**

*Blue Ridge Health Department Update* – Ryan McKay, BRDH Health Director

Mr. McKay presented an overview of the Blue Ridge Health District including public health infrastructure, Fluvanna County Health Department Data, and Health Department Services in Fluvanna County.

*MAPP2Health Community Health Assessment* – Jen Fleisher, MPH CHA/CHIP Program Officer Blue Ridge Health District

Ms. Fleisher presented an overview of the 2024-2025 MAPP2Health Community Health Assessment, and how it relates to Fluvanna County; including a review of relevant secondary health data, initial findings from the randomized household survey in Nelson County (and their implications for Fluvanna), as well as insights from our online Community Health Survey and in-person interviews in Columbia and Fork Union. Ms. Fleisher also

explored current efforts and potential opportunities for the Board of Supervisors to support the Assessment and its implementation plan.

**8 - ACTION MATTERS**

*Authorization to Advertise Election District(s) 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 agreed not to proceed with the Election District Name Change. No motion needed to be made.*

**10 - CONSENT AGENDA**

The following items were discussed before approval:

K - Approval of Open Space Agreement for Benco, LLC

L - Approval of Open Space Agreement for Valarie Landis Dietrich and Mark O. Dietrich

M - Approval of Open Space Agreement for James J. Ehrmann and Diane B. Ehrmann

N - Approval of Open Space Agreement for Kevin D. Marshall and Christen L. Marshall

O - Approval of Open Space Agreement for Austin Michael Sebetzki

The following items were approved under the Consent Agenda for November 20, 2024:

- *Minutes of November 6, 2024* – Caitlin Solis, Clerk to the Board
- *FY25 Voluntary Contributions* – Theresa McAllister, Management Analyst
- *Approval of Open Space Agreement for Benco, LLC* – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- *Approval of Open Space Agreement for Valarie Landis Dietrich and Mark O. Dietrich* – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- *Approval of Open Space Agreement for James J. Ehrmann and Diane B. Ehrmann* – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- *Approval of Open Space Agreement for Kevin D. Marshall and Christen L. Marshall* – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- *Approval of Open Space Agreement for Austin Michael Sebetzki* – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- *CRMF - Abrams Academy Building Removal* – Don Stribling, FCPS Executive Director
- *CRMF - Administration Building IT HVAC Unit* – Dale Critzer, Director of Public Works
- *CRMF - CAR - VRF Contactors for the HVAC* – Don Stribling, FCPS Executive Director
- *CRMF - DIV- Weather Related Projects* – Don Stribling, FCPS Executive Director
- *CRMF - FCHS- Hot Water Pump Motor* – Don Stribling, FCPS Executive Director
- *CRMF - FCHS- Speed Bump Replacement* – Don Stribling, FCPS Executive Director
- *CRMF - Public Safety Building Sewer Line Replacement* – Dale Critzer, Director of Public Works

<b>MOTION:</b>	Approve the consent agenda, for the November 20, 2024 Board of Supervisors meeting.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>		Second	Motion		
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**11 - UNFINISHED BUSINESS**

*None.*

**12 - NEW BUSINESS**

- Mr. Sheridan asked when Meals Tax could be brought back as an Action Item. After some discussion, the Board requested bringing a Meals Tax presentation at the January 8, 2025 meeting.

**9 - PUBLIC HEARING**

*Lease Agreement with Fluvanna Christian Service Society, Inc. to Lease Property at Carysbrook Complex – Dan Whitten, County Attorney*

- Since 2018, Fluvanna Christian Service Society has leased property at Carysbrook Complex from the County for three storage buildings owned by FCCS.
- The buildings have been the primary location of the food pantry.
- The food pantry has moved to the MACAA space, but FCSS wants to use one building for a freezer to be used by MACAA for overflow freezer items.
- FCSS would like to use the buildings to store donations for the Happy Face Christmas toy and clothes distribution program.
- Lease term will be 5 years with automatic with an automatic 5-year renewal term.

At 7:05pm, Chair Fairchild opened the Public Hearing. With no one wishing to speak, Chair Fairchild closed the Public Hearing at 7:05pm.

<b>MOTION:</b>	Approve the lease agreement with the Fluvanna Christian Service Society, Inc. and authorize the County Administrator to sign the lease agreement subject to approval as to form by the County Attorney.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>		Second			Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*ZTA 24:05 – Amendment to Eliminate Rural Cluster Subdivision Regulations and Use – Dan Whitten, County Attorney; Todd Fortune, Director of Planning*

At its meeting on September 18, 2024, the Board of Supervisors directed the Planning Commission to make a recommendation on rural cluster subdivisions to be brought back before the Board for its November 20, 2024 meeting. Rural clusters are currently allowed by right in properties zoned A-1, Agricultural. Consequently, there are no public hearing requirements. The Planning Commission has a limited role in accepting or approving rural clusters, and the Board has no role.

At 7:28pm, Chair Fairchild opened the Public Hearing.

- Suzy Morris, 6840 Thomas Jefferson Pkwy, spoke in opposition of rural cluster subdivisions.
- Patricia Beers Block, 103 Island Hill Rd, spoke in favor of rural cluster subdivisions.
- Nicole Scroll, Land Use Attorney, spoke in opposition of rural cluster subdivisions
- Tom Diggs, 947 Jefferson Dr, spoke in favor of approval of ZTA 24:05.
- James Kelley, 343 Manor Blvd Spoke in favor of rural cluster subdivisions.

With no one else wishing to speak, Chair Fairchild closed the Public Hearing at 7:49pm.

<b>MOTION:</b>	Approve ZTA 24:05, an ordinance to amend and reordain “The Code of the County of Fluvanna, Virginia” by repealing §§ 19-7-2, 22-4-10, 22-4-10.1, 22-4-10.2 and 22-4-10.3 and amending §§ 19-8-1, 19-8-6, 22-4-2.1, and 22-4-3 to eliminate rural cluster subdivision regulations and use.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>		Motion			Second
<b>VOTE:</b>	Yes	Yes	Yes	No	Yes
<b>RESULT:</b>	<b>4-1</b>				

*Repeal and Reenact Chapter 6 - Erosion and Sedimentation Control – Dan Whitten, County Attorney*

- Except for the fee update, Chapter 6 has not been updated since 2015.
- In June of 2023 the State Water Control Board approved and adopted the Virginia Erosion and Stormwater Management (VESM) Regulation (9VAC25-875) and approved the repeal of the Erosion and Sediment Control Regulations (9VAC25-840), Erosion and Sediment Control and Stormwater Management Certification Regulations (9VAC25-850), and Virginia Stormwater Management Program Regulation (9VAC25-870).
- The VESM Regulation and repeal of the other regulations became effective July 1, 2024.
- Also, on July 1, 2024, Chapters 68 and 758 of the 2016 Acts of Assembly become effective. Those Acts, referred to as the “Consolidation Bill,” combine stormwater management and erosion and sediment control requirements under the Virginia Erosion and Stormwater Management Act (VESMA), §§ 62.1-44.15:24 through 62.1-44.15:50 of the Code of Virginia.
- DEQ developed a VESCP model ordinance to incorporate requirements in the VESMA and VESM Regulation; that model ordinance is the basis for this revised Chapter 6.



- If a VESCP authority elects to adopt more stringent ordinances, the authority must report to the DEQ when more stringent erosion and sediment control ordinances are determined to be necessary.

At 8:14pm, Chair Fairchild opened the Public Hearing. With no one wishing to speak, Chair Fairchild closed the Public Hearing at 8:14pm.

<b>MOTION:</b>	Approve the repeal and reenactment of County Code Chapter 6 – Erosion and Sedimentation Control.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>			Second		Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*Enact Section 20-1-8 of the County Code to Exempt from Taxation Certain Classes of Tangible Personal Property – Dan Whitten, County Attorney*

- Section 58.1-3504 of the Virginia Code gives optional authority to localities to exempt from taxation certain classes of household goods and personal effects.
- Section 58.1-3505 of the Virginia Code gives optional authority to localities to exempt from taxation certain classes of farm animals, grains and feeds used for the nurture of farm animals and agricultural products, farm machinery, farm implements and farm equipment.
- The proposed amendment to the County Code will enact Section 20-1-8 which will exempt from taxation all classes of property listed in Virginia Code Sections 58.1-3504 and certain classes of property from 58.1-3505.
- The Commissioner of Revenue has actually been exempting these classes of property for many years but an ordinance has never adopted by the Board of Supervisors.

At 8:17pm, Chair Fairchild opened the Public Hearing. With no one wishing to speak, Chair Fairchild closed the Public Hearing at 8:17pm.

<b>MOTION:</b>	Approve the amendments to the County Code and enact Section 20-1-8 of the County Code to exempt from taxation certain classes of tangible personal property identified in VA Code Sections 58.1-3504 and 58.1-3505.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>		Motion			Second
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*FY25 FCPS Grants Supplemental Appropriation – Tori Melton, Director of Finance and Brenda Gilliam, Executive Director for Instruction and Finance*

- The Adopted FY2025 budget totals \$107,505,194 in revenues and expenditures. The proposed amendment for the FCPS Budget calls for an increase of \$3,211,343.17 in revenues and expenditures. Fluvanna County Public Schools received \$3,211,343.17 in new FY25 grant funding from State and Federal revenue sources that were not included in the FY25 budget.
- Per Code of Virginia 15.2-2507, any additional appropriation which increases the total budget by more than 1% of the total expenditure budget for that fiscal year requires a public hearing.
- Notice of the public hearing must be advertised at least once in a newspaper of general circulation in the locality at least 7 days prior to the hearing. The advertisement was on November 7, 2024.
- The supplemental appropriation breakdown is provided on the FCPS request enclosed. The below tables show the change in the FY25 FCPS budget:

Revenue Category	FY25 Adopted	FY25 Revised	FY25 Request	FY25 Revised (NEW Total)
<b>Local - County</b>	22,269,388	-	-	22,269,388
<b>Other Local</b>	454,200	-	-	454,200
<b>State</b>	30,750,000	2,905,399	-	33,655,399
<b>Federal</b>	1,676,800	305,944.17	-	1,982,744.17
<b>TOTAL</b>	55,150,388	3,211,343.17	-	58,361,731.17

At 8:20pm, Chair Fairchild opened the Public Hearing. With no one wishing to speak, Chair Fairchild closed the Public Hearing at 8:20pm.

<b>MOTION:</b>	Approve a supplemental appropriation of \$3,211,343.17 to the Fluvanna County Public Schools FY25 budget for funds received from State and Federal revenue sources.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>			Motion		Second
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**13 - PUBLIC COMMENTS #2**

At 8:21pm, Chair Fairchild opened the second round of Public Comments.

- James Kelley, 363 Manor Blvd, commented on upcoming FCPS budget items.

With no one else wishing to speak, Chair Fairchild closed the second round of Public Comments at 8:26pm.

**12 - NEW BUSINESS**

Mr. Hodge made a motion to make major subdivisions a special use under A-1.

<b>MOTION:</b>	Instruct staff to refer to the planning commission to remove the exemption clause for major subdivisions in A-1 and make it a special use for major subdivisions.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>			Motion	Second	
<b>VOTE:</b>	No	No	Yes	Yes	No
<b>RESULT:</b>	<b>2-3</b>				

**14 - CLOSED MEETING**

<b>MOTION:</b>	At 8:32pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.7, & A.19 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – County Attorney Position, Litigation – Gate Plaza LLC v. Fluvanna County Board of Supervisors, Public Safety – Kents Store Fire House Incident.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>					
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

<b>MOTION:</b>	At 9:00 pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.”				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>			Second	Motion	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**15 - ADJOURN**

<b>MOTION:</b>	Adjourn the regular meeting of Wednesday, November 20, 2024 at 9:01pm.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>			Motion		Second
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

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

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



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

**TAB J**

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



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
SPECIAL MEETING MINUTES  
Fluvanna County Library  
November 21, 2024  
Elected Officials Meeting**

**MEMBERS PRESENT:** Chris Fairchild, Cunningham District, Chair  
John M. (Mike) Sheridan, Columbia District, Vice Chair  
Timothy M. Hodge, Palmyra District

**ABSENT:** Mike Goad, Fork Union District  
Tony O’Brien, Rivanna District

**ELECTED OFFICIALS PRESENT:** Delegate Tom Garrett, 56<sup>th</sup> House District (*attending via Zoom*)  
Amy Laufer, Virginia 55th House District  
Andrew M. Sheridan, Commissioner of the Revenue  
Tristana Treadway, Clerk of the Circuit Court  
Jeff Haislip, Commonwealth’s Attorney  
Eric Hess, Fluvanna County Sheriff  
James Kelley, Fluvanna School Board, Chair, Palmyra District  
Danny Reed Fluvanna School Board, Fork Union District

**ALSO PRESENT:** Cole Kawugale, Representative for Senator Mark Warner  
Archer McGriffin; Representative for Delegate John McGuire  
Taylor Thornhill, Representative for Senator Tim Kaine  
Jennie Wood, Representative for Delegate Tom Garret  
Aubrey Hobby, Chief of Staff for Delegate Amy Laufer  
David Blount, TJPDC Legislative Liaison  
Eric Dahl, County Administrator  
Kelly Belanger Harris, Assistant County Administrator  
Dan Whitten, County Attorney  
Caitlin Solis, Clerk to the Board of Supervisors  
Tori Melton, Director of Finance  
Jennifer Schmack, Director of Economic Development  
Donna Snow, Director of Human Resources  
Aaron Spitzer, Director of Parks and Recreation  
Bryan Moeller, CSA Program Manager  
Todd Fortune, Director of Planning  
Dale Critzer, Director of Public Works  
Kim Mabe, Director of Social Services  
Kimberly Mayo, Unit Coordinator Extension Agent  
Ryan McKay, BRDH Health Director

**1 - BOARD OF SUPERVISORS CALL TO ORDER**

At 9:04am, Chair Fairchild, called to order the Elected Officials Meeting, of November 21, 2024. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

<b>MOTION:</b>	Adoption of the Thursday, November 21, 2024 Elected Officials Meeting Agenda.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>			Second		Motion
<b>VOTE:</b>	Yes	Absent	Yes	Absent	Yes
<b>RESULT:</b>	<b>3-0</b>				

**5 - WELCOME AND INTRODUCTIONS**

Chair Fairchild welcomed the elected officials and invited them to introduce themselves.

**6 - GENERAL REMARKS BY LEGISLATORS / REPRESENTATIVES**

**7 - LEGISLATIVE CONCERNS**

**2025 Fluvanna County Legislative Concerns**

**Fluvanna County Government** - The County adopted the TJPDC Legislative Program on Nov 6, 2024; the following topics for discussion were identified as being of particular concern:

- **Health and Human Services**
  - CSA – Protected Funding
- **General Government and Finances**

- Financial impact of 45 day early voting funding on localities
- **Courts**
  - “Sealing Legislation” and the impact on the clerk’s office. Sections 19.2-392.5 – 19.2-391.17 of the Code of Virginia.
  - Ms. Treadway also brought up issues with jury questionnaires not having consequences for not returning the forms. She also asked for support to repeal code item 3-5.05 - excess fees being collected by the Clerk’s Office two thirds go to the commonwealth, and one third goes to the locality; she would like to see two thirds go towards the locality.
- **Environment, Energy, and Land Use**
  - Utility-Scale Renewable Energy Generation and Energy Storage
    - maintaining local authority to address all impacts and all choices associated with utility-scale installations of solar power, wind power, and energy storage facilities
  - Local Authority to plan and regulate land use, farm, and forest preservation
- **Public Safety**
  - Dispatcher Regrade 9.3%, require localities to provide the raise in addition to local supplements.
  - Fully fund 1 LE deputy per 1,500 population
  - 2% additional salary raise for deputies and nonsworn personnel or equal to no less than other state or state-supported employees.
  - Fully fund DJCS program for ECO/TDO transportation overtime costs - \$12 Million
  - E-911 dispatchers – hazard duty pay
  - Provide additional resources to assist with recruitment, retention, training, and support of first responders.
    - Virginia HB2175 - Fire service needs; sustainability of funding, and alternative funding models.

**Fluvanna County Public Schools** - *these are topics of concern but are not the School Board’s adopted Legislative Priorities.*

- JLARC Study - Virginia's K-12 Funding Formula
- **Governance and Budget**
  - Commonwealth of Virginia should fully fund all state mandates and local schoolboards should have the primary authority in implementing these mandates and deciding how resources received from State Government are used at the local level.
  - Eliminate cap on support positions, re-instate the non-personal cost categories removed in FY09 and FY10
  - Adjust SOQ formula to include all division central office positions, remove the cap on non-personal cost assumptions and account for facilities staff cost
  - State funds should be provided to cover the full costs of any required training of school staff.
  - Added state funding is needed to allow school divisions to adjust their career and technical education programs to better meet the changing workforce needs within their communities.
  - The General Assembly funded recovery high schools in regions 1,2 and 4 to assist students with substance abuse issues – we ask that the same support be provided to region 5 (and the other 2 regions)
- **Teacher/Educator Shortage**
  - Virginia school staff (“teacher”) salaries should be above the national average.
  - The locally awarded license recently supported by the General Assembly should be made renewable based on the superintendent’s recommendation/local school board’s approval.
  - State funding is needed to assist local school divisions to attract and retain teachers (such as student loan forgiveness, provide day care and housing assistance)
- **Accountability and Accreditation**
  - Re-evaluate and amend the definition of chronic absenteeism so that all absences are not counted the same.
  - Parent refusal for a child not abstain from taking an SOL test should NOT count as “0” for the school division in the mastery index of performance
  - Readiness Indicators that are performance tasks for elementary and middle school need further development and review with educational professionals before implementation in 2025-26
  - Keep the EL semester guidance at 11 semesters not 3 semesters for SOL tests
  - Replace the proposed “Off Track” summative category with “Needs Support”
- **Student and School Safety**
  - Provide increased funding for mental health services in schools.
  - Require that Internet Companies doing business in Virginia be responsive to law enforcement investigations of threats against schools made by electronic means to reduce trauma, fear, and lost instructional time due to school closings.



<b>MOTION:</b>	Adjourn the Elected Officials Meeting, Thursday, November 21, 2024 at 10:30am.				
<b>MEMBER:</b>	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>			Second		Motion
<b>VOTE:</b>	Yes	Absent	Yes	Absent	Yes
<b>RESULT:</b>	<b>3-0</b>				

**8 - CONCLUSION AND ADDITIONAL COMMENTS**

- After some final comments by the delegates, Chair Fairchild thanked the representatives and staff for their attendance and concluded the meeting at 10:45am.

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 K**

<b>MEETING DATE:</b>	December 4, 2024				
<b>AGENDA TITLE:</b>	Approval of Construction Contract with Brindle & Tan Construction, LLC				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the Construction Contract with Brindle &amp; Tan Construction, LLC for four (4) fences at County ballparks at a total cost of \$115,207.00, and authorize the County Administrator to execute the contract subject to approval as to form by the County Attorney.</b>				
<b>BOS WORKPLAN?</b>	Yes	No	<b>If yes, which item(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Dan Whitten, County Attorney				
<b>PRESENTER(S):</b>	Dan Whitten, County Attorney				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>Contract terms the County should be aware of (highlights only, see contract for details):</p> <ul style="list-style-type: none"> <li>• Vendor was the lowest responsive and responsible bidder out of seven bidders after County issued IFB #2024-12 on October 18, 2024</li> <li>• Total fence cost is \$115,207 for fences at Pleasant Grove baseball field and softball field and at Carysbrook baseball field and softball field</li> </ul>				
<b>FISCAL IMPACT:</b>	No additional funding is required; the \$115,207 was budgeted in the FY25 CIP for Parks and Recreation.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Brindle &amp; Tan Construction Contract</li> <li>• Brindle &amp; Tan bid submission</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X				



## Construction Contract

This **Construction Contract** (the "**Contract**") dated the \_\_\_\_ day of \_\_\_\_\_, 2024 is between **Brindle & Tan Construction, LLC** ("**Contractor**"), a Virginia Limited Liability Company and a Class A Contractor with license number 2705173691, and **Fluvanna County** ("**County**"), a political subdivision of the Commonwealth of Virginia, and sets forth the terms and conditions for Contractor's provision of those Products and/or Services to the County.

Whereas, on October 18, 2024 the County issued IFB #2024-12 requesting bids for the installation of chain link fencing and gates at four Fluvanna County athletic fields (the "Project"), which IFB is attached hereto as **Exhibit 1**;

Whereas, the Contractor submitted its Bid, dated November 14, 2024, (the "Bid") to the County for the Services and associated options, warranties, associated work and services, and installation as more specifically described in such Bid attached hereto as **Exhibit 2** and incorporated herein as a material part of this Contract;

Whereas, the County wishes to purchase, and the Contractor wishes to provide the Services to County as described in the Bid;

NOW THEREFORE, the parties hereby agree as follows:

1. **RECITATIONS AND WARRANTIES.** The foregoing recitations are incorporated herein by reference as material terms of the Contract between the County and Contractor. In addition, all warranties required or offered under the Bid or this Contract for the Services shall be assigned and delivered to the County with the Services.
2. **SCOPE OF SERVICES.** The Contractor agrees that the Services shall meet or exceed: (i) all applicable industry standards so as to pass without exception in the trade; (ii) all requirements and provisions of this Contract and the Bid; (iii) all requirements of the County's General Terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms"), attached as an Appendix to Exhibit 1 and which are incorporated herein by reference as a material part of this Agreement; and (iv) all requirements of Applicable Law. "Applicable Law" as used herein means all applicable federal, Commonwealth of Virginia and local laws, ordinances, rules and regulations or similar standards in any way related to the Services or performance under this Contract. **The Contractor has reviewed and agrees to the County's General Terms: \_\_\_\_\_[Initial].**
  - A. The following fields will have galvanized chain link fence and rails replaced:
    - i. Pleasant Grove Park Baseball Field
    - ii. Pleasant Grove Park Softball Field
    - iii. Carysbrook Baseball Field
    - iv. Existing Fence at Carysbrook Softball Field
  - B. The following field will have green chain link fence and rails installed to match the existing green chain link fence:
    - i. New fence at Carysbrook Softball Field

**Construction Contract**

- C. All posts will be replaced with new galvanized posts. For the new fence on the Carysbrook Softball Field, new posts will be installed every 10 feet. All posts will meet Federal Specifications RR-F-191.
- D. Tension wire will be installed on the bottom of all chain link fence.
- E. All chain link fence will have the wire style knuckle-knuckle.
- F. The Contractor shall remove all dumpsters and debris upon completion of the Project.

**3. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public General Liability	\$1,000,000	per occurrence; \$2,000,000 in the aggregate
Professional Liability	\$1,000,000	per occurrence; \$2,000,000 in the aggregate
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)

Worker’s Compensation Amount required by Virginia law.

The Contractor shall provide a copy of a Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County prior to entering into any Contract with the County. On this Certificate of Insurance, the County shall be named or indicated as additional insureds for comprehensive general liability. No change, cancellation or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County and such shall be noted in the policy. The Contractor shall furnish a new certificate prior to any change or cancellation date. Insurance required by this section shall be in full force and effect throughout any Contract term. If the Contractor fails to provide the County with acceptable evidence of current insurance within ten (10) days after written request from the County therefor during the any Contract term, then the County shall have the absolute right to terminate the Contractor without any further obligation to the Contractor.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers’ compensation coverage in the amount required by Virginia law.

## Construction Contract

4. **LOCATION FOR SERVICES:** The Project will be completed at two athletic fields at Pleasant Grove Park, 271 Pleasant Grove Drive, Palmyra VA 22963 and at two athletic fields at the Carysbrook Sports Complex, 8788 James Madison Hwy., Fork Union VA 23055 (collectively the “Properties”). The Contractor must coordinate with the County on convenient times for the Services; and the contact for the Services is Aaron Spitzer (434) 589-2016.
5. **NOTICE:** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:
- County:
- Fluvanna County, Attn: Ms. Victoria Melton, 132 Main Street Palmyra, VA 22963, telephone: (434) 591-1930 x 1096 (billing and service and contract inquiries)
- With a Copy to: Fluvanna County Attorney, 132 Main Street Palmyra, VA 22963
- Contractor:
- Brindle & Tan Construction, LLC, Attn: Robert Stewart, 7540 Tangle Ridge Dr. Mechanicsville, VA 23111, telephone: (804) 539-1340
6. **PERFORMANCE: The Services shall be completed no later than 120 days after the issuance of the Notice to Proceed**, time being of the essence. Any warranties on the Services shall begin on the later of the date that the County accepts all the Services without reservation. The County shall be deemed to have accepted Services hereunder only after receipt of a proper and detailed invoice from Contractor for all of the work on the Project and payment by the County to Contractor in full on such invoice. All applicable warranties, promises and covenants relating to the Services provided for hereunder shall continue according to the terms thereof and shall survive any earlier termination of this Contract.
7. **DAMAGE TO COUNTY PROPERTY:** The Contractor shall repair and/or replace any damage done to any County property by their officers, employees or agents or resulting from Contractor’s Services as soon as practicable, but in any event, no more than ten (10) calendar days after notification by the County. All such repairs or replacements shall be completed to the County’s sole satisfaction. To protect the Contractor, the Contractor shall document any existing damage to the County property prior to commencing work in a writing to the County.
8. **COMPENSATION:** Consistent with the Proposal, the Contractor shall be paid a flat fee of **One Hundred Fifteen Thousand Two Hundred and Seven and NO/100 DOLLARS (\$115,207.00)** (“Contract Price”) for the Services, being more specifically described in the Proposal.
9. **PAYMENTS:** Payment and Invoice terms are governed by the County’s General Terms. Any additional services must be purchased only under a written amendment of this Contract signed by authorized representatives of both parties. Invoices should be directed to Fluvanna County Finance Department at the address above. The date that the Services are



**Construction Contract**

completed in compliance with this Contract to the satisfaction of the County is the “**Completion Date**”. In no event may the Contractor charge for travel, mileage, administrative costs, meals, lodging, overhead or other similar costs.

- 10. **EXHIBITS AND RESOLVING CONFLICTS.** The rights and duties of the County and Contractor under this Contract are set out herein and in Exhibit 1 and 2 (the “Exhibits”) attached hereto. Whenever possible, the terms of the above Contract and the Exhibits shall be read together and where there are similar provisions both shall apply, however in the event of a direct conflict, the order of control shall be this Contract, the County’s General Terms, then Exhibit 2, then Exhibit 1. To clarify, the Contract shall control over the Exhibits in the event of a direct conflict, the County’s General Terms shall control over the attached Exhibits, and Exhibit 2 shall control over Exhibit 1.
- 11. **MISCELLANEOUS.** The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This contract may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Contract may be executed in duplicate originals, any of which shall be equally authentic. Applicable law and venue provisions of the County’s General Terms apply.

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

**Brindle & Tan Construction, LLC**

**Fluvanna County**

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

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

**Approved as to Form:**

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

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

**TAB L**

<b>MEETING DATE:</b>	December 4, 2024				
<b>AGENDA TITLE:</b>	Approval of Open Space Agreement for Jack L. Beuth, Jr. and Lisa M. Ritter				
<b>MOTION(s):</b>	<b>I move to approve the open space agreement for Jack L. Beuth, Jr. and Lisa M. Ritter for tax map parcels 57-A-17, 57-A-18 and 57-A-20; agreement shall remain in effect for a term of five (5) consecutive years.</b>				
<b>BOS GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>PRESENTER(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	These properties qualify for an open space agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>- Jack L. Beuth, Jr. and Lisa M. Ritter’s executed open space agreement</li> <li>- Map of tax map parcels 57-A-17, 57-A-18 and 57-A-20</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other



Prepared by (Landowner's name and address):

Beuth, Jack L. Jr. & Ritter, Lisa M.

1000 W. Ingomar Rd.

Pittsburgh, PA 15237

Tax Map Parcels: 57-A-17, 57-A-18 & 57-A-20

After recordation, return to: County of Fluvanna  
132 Main Street  
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



### OPEN SPACE USE AGREEMENT

**THIS AGREEMENT**, made this 31<sup>st</sup> day of October, 2024, by and between Jack L. Beuth, Jr. & Lisa M. Ritter, party(ies) of the first part, hereinafter called the Grantor (whether one or more), and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

**WHEREAS**, the Grantor owns certain real estate, described below, hereinafter called the Property; and

**WHEREAS**, the County is the local governing body having real estate tax jurisdiction over the Property; and

**WHEREAS**, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife; and

- B. That the Property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3230 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

**WHEREAS**, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

**WHEREAS**, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor’s commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor’s application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

- 1. This agreement shall apply to all the following described real estate:

Tax Map Parcels: 57-A-17 (6.773 acres)  
                                   57-A-18 (3.691 acres)  
                                   57-A-20 (8.297 acres)  
 Total Acreage: 18.761 acres

- 2. The Grantor agrees that during the term of this agreement:
  - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
  - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
  - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:

- 1) on the Property as of the date of this agreement; or
  - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
- D. There shall be no dumping, storage, or accumulations of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
  - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
  - F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public's view of scenic areas of the Property.
  - G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may: (1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and (2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as a noxious weed pursuant to the Code of Virginia (1950), as amended.
  - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
  - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
  - J. There shall be no industrial or commercial activities, conducted on the Property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as a garage, smokehouse, small shop or similar structure which is permitted on the property.
  - K. There shall be no separation or split-off of lots, pieces or parcels from the Property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject of this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of five (5) consecutive tax years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODE SECTION.



Witness the following duly authorized signatures and seals.

[Signature] (SEAL)  
Landowner

STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2024, by Lisa M. Ritter.

[Signature]  
Notary Public



My commission expires: 3-31-2026  
Notary registration number: 7509714

[Signature] (SEAL)  
Landowner

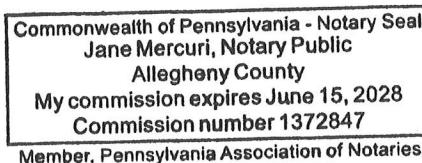
STATE OF Pennsylvania

CITY/COUNTY OF Allegheny, to-wit:

The foregoing instrument was acknowledged before me this 9 day of November, 2024, by JACK L. Bueth Jr..

[Signature]  
Notary Public

My commission expires: 15 June 2028  
Notary registration number: 1372847



[SEAL]

COUNTY OF FLUVANNA, VIRGINIA

By: \_\_\_\_\_ (SEAL)  
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

\_\_\_\_\_  
Notary Public

[SEAL]

My commission expires:  
Notary registration number:

Approved as to form:

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

# Fluvanna County, VA WebGIS

Parcels located at 121 Middleton Mills Lane, Palmyra, VA 22963



November 12, 2024

Parcels	Surrounding Counties	Roads Labels	Primary
Town Boundary (From Survey)	County Boundary	Roads	Secondary
		Interstate	

1:4,495

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.19 km

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



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

**TAB M**

<b>MEETING DATE:</b>	December 4, 2024				
<b>AGENDA TITLE:</b>	Approval of Open Space Agreement for the James B. Hallissy and Pamela G. Hallissy Asset Protection Trust dated May 29, 2012				
<b>MOTION(s):</b>	<b>I move to approve the open space agreement for the James B. Hallissy and Pamela G. Hallissy Asset Protection Trust dated May 29, 2012 for tax map parcel 4-31-4A; agreement shall remain in effect for a term of five (5) consecutive years.</b>				
<b>BOS GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>PRESENTER(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	This property qualifies for an open space agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>- The James B. Hallissy and Pamela G. Hallissy Asset Protection Trust dated May 29, 2012's executed open space agreement</li> <li>- Map of tax map parcel 4-31-4A</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other



Prepared by (Landowner's name and address):

Hallissy, James B. & Pamela G. Asset Protection Trust

722 Oliver Creek Road

Troy, VA 22974

Tax Map Parcels: 4-31-4A

After recordation, return to: County of Fluvanna  
132 Main Street  
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



### OPEN SPACE USE AGREEMENT

**THIS AGREEMENT**, made this 7<sup>th</sup> day of November, 2024, by and between the James B. Hallissy and Pamela G. Hallissy Asset Protection Trust dated May 29, 2012, party(ies) of the first part, hereinafter called the Grantor (whether one or more), and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

**WHEREAS**, the Grantor owns certain real estate, described below, hereinafter called the Property; and

**WHEREAS**, the County is the local governing body having real estate tax jurisdiction over the Property; and

**WHEREAS**, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife; and



- B. That the Property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3230 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

**WHEREAS**, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

**WHEREAS**, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcels: 4-31-4A ( 22.13 acres)

2. The Grantor agrees that during the term of this agreement:
  - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
  - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
  - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
    - 1) on the Property as of the date of this agreement; or



- 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
- D. There shall be no dumping, storage, or accumulations of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
- E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public's view of scenic areas of the Property.
- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may: (1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and (2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as a noxious weed pursuant to the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the Property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as a garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the Property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject of this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of five (5) consecutive tax years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODE SECTION.

Witness the following duly authorized signatures and seals.

James B. Hallissy (SEAL)  
Landowner

STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2024, by James B. Hallissy, Trustee of the James B. Hallissy and Pamela G. Hallissy Asset Protection Trust dated May 29, 2012

Lauren R. Sheridan  
Notary Public



My commission expires: 3-31-2026  
Notary registration number: 7509714

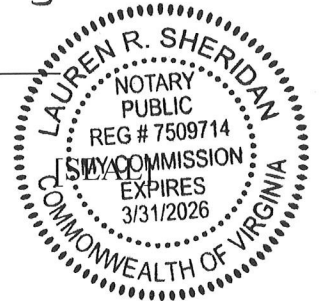
Pamela G. Hallissy (SEAL)  
Landowner

STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2024, by Pamela G. Hallissy, Trustee of the James B. Hallissy and Pamela G. Hallissy Asset Protection Trust dated May 29, 2012

Lauren R. Sheridan  
Notary Public



My commission expires: 3-31-2026  
Notary registration number: 7509714

COUNTY OF FLUVANNA, VIRGINIA

By: \_\_\_\_\_(SEAL)  
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

\_\_\_\_\_  
Notary Public

[SEAL]

My commission expires:  
Notary registration number:

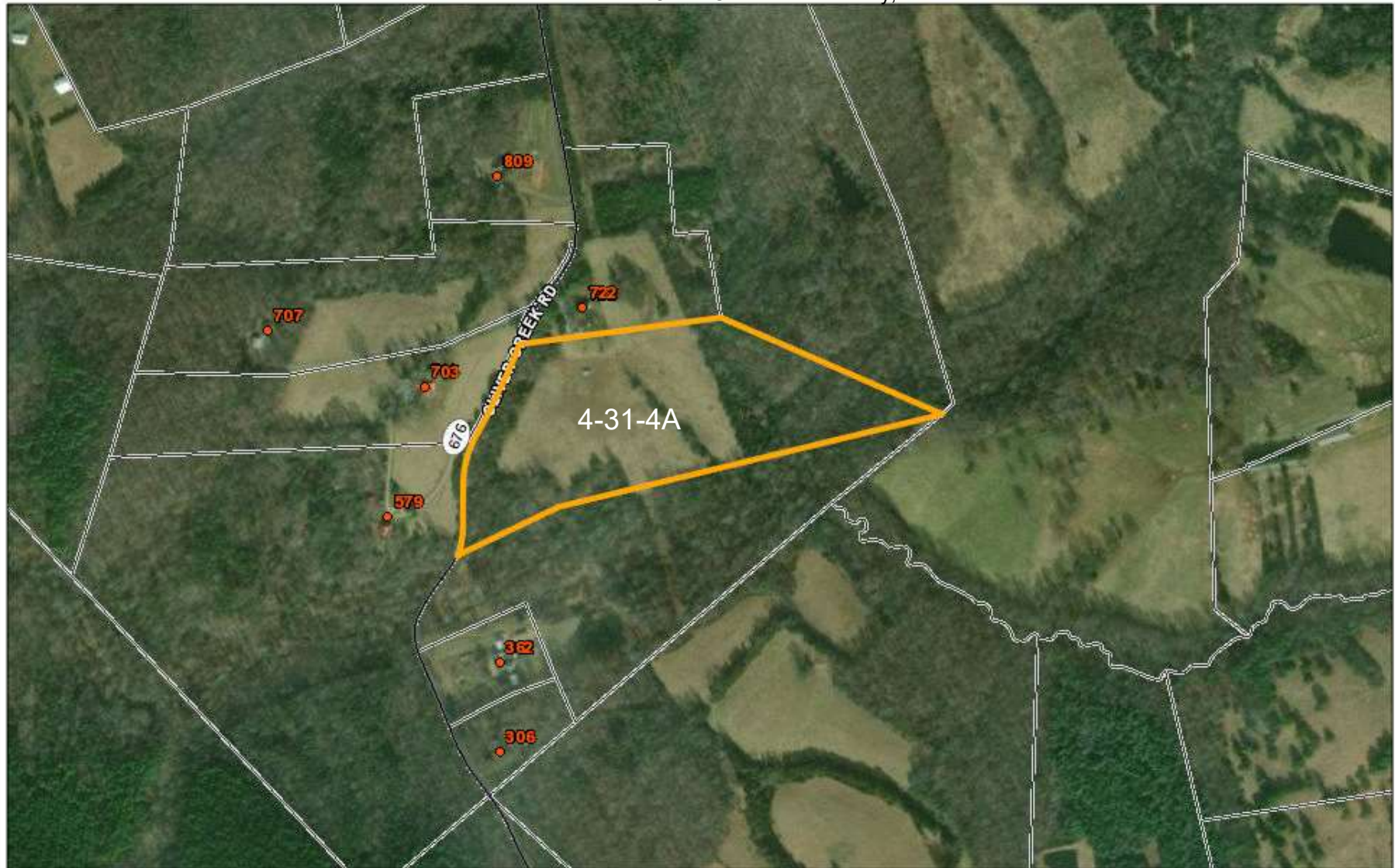
Approved as to form:

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

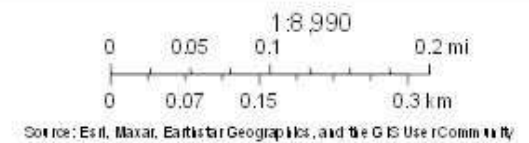


# Fluvanna County, VA WebGIS Parcels - PIN: 4 31 4A

Parcel located off of Oliver Creek Road in Troy, VA



November 8, 2024





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

**TAB N**

<b>MEETING DATE:</b>	December 4, 2024				
<b>AGENDA TITLE:</b>	Transient Occupancy Tax Supplemental Appropriation				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a supplemental appropriation of \$11,170 to the FY25 Economic Development Tourism Budget for the Transient Occupancy Tax received in FY24.</b>				
<b>BOS WORKPLAN?</b>	Yes	No	<b>If yes, which item(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Tori Melton, Director of Finance				
<b>PRESENTER(S):</b>	Tori Melton, Director of Finance				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Effective July 1, 2024				
<b>DISCUSSION:</b>	<p>Per the Code of Virginia section 58.1-3819 Unless otherwise provided in this article, any county that imposes a transient occupancy tax at a rate greater than two percent shall, by ordinance, provide that (i) any excess from a rate over two percent shall be designated and spent solely for such purpose as was authorized under this article prior to January 1, 2020, or (ii) if clause (i) is inapplicable, any excess from a rate over two percent but not exceeding five percent shall be designated and spent solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with the local tourism industry organizations, including representatives of lodging properties located in the county, attract travelers to the locality, increase occupancy at lodging properties, and generate tourism revenues in the locality.</p> <p>At the October 18, 2023 Board of Supervisors meeting, the board approved the Transient Occupancy Tax ordinance to collect a 5% tax. In FY24 the County received \$18,617.75 in Transient Occupancy Tax, which represents the 5% collected. The amount in excess of the 2% designated for tourism and travel is \$11,170.</p>				
<b>FISCAL IMPACT:</b>	Approval of this motion as stated above will allow Finance to increase the FY25 Economic Development expenditure budget \$11,170.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	None				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		X			

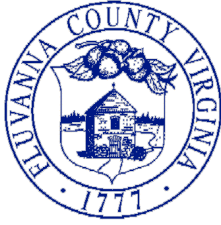




**FLUVANNA COUNTY BOARD OF SUPERVISORS  
MEETING PACKAGE ATTACHMENTS**

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 & Resurfacing List
<input type="checkbox"/>	ARPA Fund Balance Memo
<input checked="" type="checkbox"/>	The Board of Supervisors Work Plan





# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

BOS2024-12-04 .169/178  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
www.fluvannacounty.org

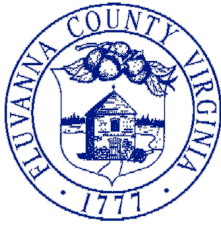
## MEMORANDUM

**Date:** December 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:

<b>Beginning Original Budget:</b>	<b>\$248,824</b>
Less: Position Upgrades for COR's Office – 07.03.24	-\$19,721
Less: TJPDC Spring Regional Housing Summit – 07.03.24	-\$2,500
Less: BOS Leadership Retreat – 07.03.24	-\$4,500
Less: Position Upgrade from EMS Supervisor to Director – 07.03.24	-\$22,670
Less: Command Structure in Emergency Services – 07.03.24	-\$22,025
Reassessment Budget Transfer – 08.07.24	\$49,284.47
Less: Dewberry Engr Svc for Comms Twr Inspect and Mapping – 09.04.24	-\$5,300
Less: Prelim Eng Rpt PG & Comm Blvd Wtr & Sewer Service – 10.16.24	-\$31,555
Less: Position Upgrades for Treasurer Office – 11.06.24	-\$13,076
<b>Available:</b>	<b>\$176,761.47</b>





# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

BOS2024-12-04 .171/178  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
www.fluvannacounty.org

## MEMORANDUM

**Date:** December 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:

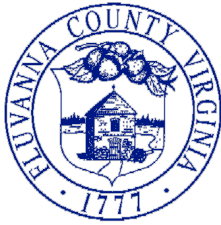
FY24 Carryover	\$497,849.16
<b>FY25 Budget Allocation:</b>	<b>\$250,000</b>
Less: Public Safety Building Replace HVAC Unit #4 – 09.04.24	-\$19,318.80
Less: Library Heat Pump Unit #4 Replacement – 10.02.24	-\$7,000
Less: FUFC Bay #5 Roll Up Door Repair – 10.02.24	-\$9,055
Less: Public Safety Building Sewer Back-Up – 10.02.24	-\$10,175
Less: Public Safety Sewer Line Repairs – 11.20.24	-\$20,500
Less: Admin Building IT Room HVAC Replacement – 11.20.24	-\$10,340
<b>FY25 Available:</b>	<b>\$671,460.36</b>

### Schools Capital Reserve:

FY24 Carryover	\$237,045.55
<b>FY25 Budget Allocation:</b>	<b>\$200,000</b>
Less: FMS HVAC Unit Replacement & Installation – 07.03.24	-\$39,566
Less: FMS Bat Elimination – 08.07.24	-\$30,000
Less: School's Asphalt Patching (FCHS, CB, & CE) – 08.07.24	-\$9,759
Less: FCHS Driver on Chiller Circulation Pump – 08.21.24	-\$9,850
Less: CE Failed Condenser Fan's Chillers 1 & 2 – 10.02.24	-\$5,985

Less: FMS Remove Bat Colony & Seal Roofline – 10.02.24	-\$61,129
Less: Central Chiller Condenser Fan Motors – 11.06.24	-\$13,500
Add: Closed CRM Projects – 11.10.24	\$4,400
Less: Furnish & Install 9 HVAC Contactors – 11.20.24	-\$8,224.45
Less: FCHS Replace & Install 8 Speed Bumps – 11.20.24	-\$8,000
Less: FCHS Replace & Install Hot Water Pump Motor – 11.20.24	-\$4,736
Less: CEN & FMS Damage Due to Weather & Power Surges – 11.20.24	-\$9,171
Less: Abrams Academy 2 Building Removal – 11.20.24	-11,500
<b>FY25 Available:</b>	<b>\$230,025.10</b>





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## MEMORANDUM

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

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<b>*FY24 Year End (Unaudited) Unassigned Fund Balance:</b>	<b>\$6,709,862.25</b>
Less: FCMS Track Resurfacing/Milling CIP – 08.06.24	-\$221,000
Less: Dev Agrmt btw Fluvanna, Zion 3 Notch, & Econ Dev Auth – 08.07.24	-\$250,000
<b>Current (Unaudited) Unassigned Fund Balance:</b>	<b>\$6,238,862.25</b>

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



Completed	#	BOS 2024 Work Plan Adopted Oct 2, 2024	Due	Progress Notes (Most recent appear in red.) Updated: 11/27/2024
A	Infrastructure: Develop and maintain adequate utilities and facilities to sustain quality of life and, support appropriate new development and provide for efficient County operations			
	1	<b>Develop sewer infrastructure at Zions Crossroads and Fork Union</b>		
	1a	A preliminary engineering report (PER) is being developed for Zions Crossroads and will be completed by July 1, 2025	1-Jul-25	
	1b	Re-engage w/ Fork Union Military Academy (FUMA) regarding a partnership, or the County taking over the wastewater treatment plant – County Administrator to initiate discussions with FUMA leadership and provide a status report.	1-Jan-25	
	2	<b>Develop water and sewer infrastructure in Pleasant Grove Park</b>		
	2a	PER completion.	1-Jul-25	
	2b	Include funding for master plan development in the FY 2026 Budget with completion.	31-Dec-26	Oct 2024 - Submitted for FY26 CIP
	3	<b>Provide for public water in Fork Union</b>		
	3a	PER to be completed by December 31, 2024	31-Dec-24	
	3b	Develop an implementation plan by July 1, 2025	1-Jul-25	
	3c	Include the project or project components in the FY 2026 Budget and CIP.	FY26	Oct 2024 - Submitted for FY26 CIP
	4	<b>Extension of water service west on Route 250 from Zions Crossroads – go/no-go decision by December 31, 2024.</b>	31-Dec-24	
	5	<b>Construct a new County Administration and Social Services Building and renovate the existing County Administration and Social Services Building for department expansion and consolidation.</b>		

Completed	#	BOS 2024 Work Plan Adopted Oct 2, 2024	Due	Progress Notes (Most recent appear in red.) Updated: 11/27/2024
		5a Issue RFP for design and construction	1-Oct-24	Post for 30 days 10/10/2024 - RFP Issued 11/08/2024 - RFP closed. Multiple bids received.
		5b Select an architect by December 31, 2024.	18-Dec-24	Present for approval at second mtg in December 2024.
		5c Include the project in the FY 2026 CIP.	3-Sep-24	Oct 2024 - Submitted for FY26 CIP
		5d Complete space needs analysis and preliminary planning and develop and adopt a financing plan.	1-Nov-25	
		5e Occupancy planned for July 2028.	30-Jul-28	
<b>B Government Performance: Continually work to improve efficiency, effectiveness, and equity in service delivery and project management with an appropriate organizational structure and through the adoption of appropriate policies, procedures, and practices; adapt and implement best practices.</b>				
	<b>1</b>	<b>Prepare an enhanced Capital Improvements Plan for the current fiscal year plus 5 for the Fiscal Year 2027 Budget:</b>		
		1a include project descriptions, costs, sources of funding, potential operating costs.	FY27	
		1b identify other projects outside of the six-year window or that, while desirable, are of a lower priority for funding.	FY27	
	<b>2</b>	<b>Develop a budget projection tool looking at least five years out (with a goal of a ten-year projection).</b>	1-Dec-25	
	<b>3</b>	<b>Develop or procure an Asset Management Plan for the maintenance and replacement of capital assets for the Fiscal Year 2028 Budget and CIP.</b>	FY28	Sept 2024: Munis module already purchased, not currently implemented
<b>C Citizen Engagement: Actively engage citizens through outreach and effective two-way communications.</b>				
	<b>1</b>	<b>Complete implementation of the Citizens Self-Service Portal.</b>	31-Dec-25	
	<b>2</b>	<b>Upgrade the County website to include important information and access to documents</b>	1-Jul-26	

Completed	#	BOS 2024 Work Plan Adopted Oct 2, 2024	Due	Progress Notes (Most recent appear in red.) Updated: 11/27/2024
	3	<b>Develop a Communications Plan for citizen engagement</b>		
	3a	identify audiences, potential platforms, information priorities, communications mechanisms, and timing.	1-Jul-25	
	3b	Immediate action to conduct citizen outreach in May and November of 2025, possibly through tax bills, and to include information such as on the budget and County accomplishments.	05/2025 & 11/2025	
<b>D</b>	<b>Economic Development: Support business development and expansion that increases the tax base, provides gainful employment, and enhances quality of life. Agriculture and tourism are important components.</b>			
	1	<b>Provide an annual report on implementation of the Economic Development Strategic Plan and other accomplishments.</b>	1-Mar-25	
	2	<b>Provide an annual report on implementation of the Tourism Strategic Plan and other accomplishments.</b>	1-Mar-25	
<b>E</b>	<b>Rural Preservation: Foster rural open space, protect the natural beauty of the County, and support agricultural production through appropriate land use planning and regulation.</b>			
	1	<b>Provide a report on the number of approved cluster subdivisions, including the number of undeveloped lots, and the status of proposed cluster subdivisions. Identify options for management.</b>	1-Nov-24	09/18/2024 BOS Mtg - Provided report and discussed rural cluster subdivisions; Board remanded to PC for further research and options 10/08/2024 PC Mtg - Planning Commission adopted a resolution authorizing and advertisement for Zoning Text Amendment to eliminate rural cluster subdivisions in A1 Zoning District.
	2	<b>Provide a report on undeveloped parcels in the County in size categories such as greater than 1000 acres, 500-1000 acres, 200-500 acres, etc.</b>	1-Nov-24	Planned for the Nov 6, 2024 BOS Mtg. 11/06/2024 - Presentation/map provided. Parcels with more than 50 acres and a single dwelling will be added to the map and presented at a future BOS meeting. 11/20/2024 - updated map provided to the BOS
<b>F</b>	<b>Growth Management: Act to accommodate responsible growth that enhances quality of life, preserves rural character, and provides economic opportunities.</b>			

Completed	#	BOS 2024 Work Plan Adopted Oct 2, 2024	Due	Progress Notes (Most recent appear in red.) Updated: 11/27/2024
	1	Revise and update the Comprehensive Plan – provide a plan for the process of updating the plan by January 1, 2025.	1-Jan-25	10/08/2024 PC Mtg - Provided timeline and work plan to Planning Commission; will present to BOS on 11/06/2024
<b>G</b> Community Development and Enrichment: Support infrastructure development, revitalization, streetscape improvements, and amenities to promote village centers of housing, commerce, and cultural activities in areas such as Columbia, Fork Union, Palmyra, and Zions Crossroads.				
	1	Complete Phase 1 of the Palmyra Streetscape Improvements by December 31, 2025.	31-Dec-25	
	1a	Include future phases in the FY 2026 CIP.	3-Sep-24	Oct 2024 - Submitted for FY26 CIP
	2	Provide a preliminary plan to complete Fork Union streetscape improvements – by December 31, 2024.	31-Dec-24	
	3	Explore planning grants opportunities for the development of a Columbia area plan.	31-Dec-25	
	4	Incorporate the use of the \$500,000 grant from Dominion Energy as a funding source for selected projects in the Fiscal Year 2026 CIP.	FY26	

<b>H</b> Public Safety: Protect life and property, plan for emergency management, mitigate risks, and respond to individual and community-wide crises.				
	1	Present the incentives plan to promote greater volunteer participation developed by the Fire and Rescue Association (FRA) by March 31, 2025.	31-Mar-25	
	2	Include funding for a County Fire Chief in the FY 2026 Budget.	FY26	