



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Carysbrook Performing Arts Center

8880 James Madison Hwy, Fork Union, VA 23055

January 17, 2024

FY24 Non-Profit Budget Presentations at 5:00 pm

Regular Meeting at 6:00 pm

TAB	AGENDA ITEMS
A – CALL TO ORDER	
B – PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE	
C – FY23 NON-PROFIT BUDGET PRESENTATIONS (normally not to exceed 5 minutes each)	
A	Legal Aid Justice Center
B	Piedmont Virginia Community College
C	Hospice of the Piedmont
D	Ready Kids (formerly Children, Youth & Family Services)
E	Region Ten Community Services Board
F	Southeast Rural Community Assistance Project, Inc. (SERCAP)
D – CLOSED MEETING AND DINNER RECESS	
RECESS – DINNER BREAK	
RECONVENE @ 6:00pm	
1 - CALL TO ORDER	
2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE	
3 – ADOPTION OF AGENDA	
4 – COUNTY ADMINISTRATOR’S REPORT	
5 – PUBLIC COMMENTS #1 (5 minutes each)	
6 – PUBLIC HEARING	
G	AFD 23:01 Creation of Quaint Lea of Nahor Agricultural and Forestal District – Jason Overstreet, Senior Planner
H	SUP 23:10 Anitoch Baptist Church – Jason Overstreet, Senior Planner
I	ZTA 23:01 Marina Point at Lake Monticello, Inc. – Kelly Harris, Assistant County Administrator/Acting Planning Director
J	SUP 23:07 Marina Point at Lake Monticello, Inc. – Kelly Harris, Assistant County Administrator/Acting Planning Director
K	Amend Section 20-1-5 of the County Code to Authorize the Treasurer to Approve Refunds up to \$10,000 – Dan Whitten, County Attorney

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- L Public hearing to enact Section 4-2-5 of the County Code to prohibit dogs from running off-leash on certain County property – Dan Whitten, County Attorney

7 – ACTION MATTERS

- M Amendment to the Board of Supervisors’ Bylaws and Rules of Practice and Procedures – Eric Dahl, County Administrator
- N Reclassification of Two Clerk of the Circuit Court Positions - Tristana Treadway, Clerk of the Circuit Court
- O Ambulance CIP Funding for the Department of Emergency Services – Jim True, EMS Supervisor
- P Amended FY25 Budget Calendar – Tori Melton, Finance Director
- Q Resolution Authorizing Participation in Application of Aqua Virginia, Inc. for an Increase in Rates – Dan Whitten, County Attorney

7A – APPOINTMENTS

- R Board, Commission, and Committee Appointments – Eric Dahl, County Administrator

8 – PRESENTATIONS (normally not to exceed 10 minutes each)

- S Children’s Services Act Semi-Annual Report – Bryan Moeller, CSA Program Manager

9 – CONSENT AGENDA

- T Minutes of January 3, 2024 Meeting – Caitlin Solis, Clerk to the Board
- U General Professional Engineering & Architectural Services Term Contract - Architectural Partners, P.C. – Dan Whitten, County Attorney
- V General Professional Engineering & Architectural Services Term Contract - Dewberry Engineers Inc. – Dan Whitten, County Attorney
- W General Professional Engineering & Architectural Services Term Contract - Hurt & Proffitt, Inc. – Dan Whitten, County Attorney
- XYZ General Professional Engineering & Architectural Services Term Contract - Rummel, Klepper & Kahl, LLP– Dan Whitten, County Attorney
- A General Professional Engineering & Architectural Services Term Contract - TRC Engineers Inc. – Dan Whitten, County Attorney
- B Accept Dedication of Utility Easements from ZionsCo, LLC. – Dan Whitten, County Attorney
- C JPMorgan Chase Bank Debt Proceeds Projects – Eric Dahl, County Administrator
- D Fire and Rescue CIP Transfer – Tori Melton, Finance Director
- E Approval of Open Space Agreement for Betty Sue Castle, Trustee of the Betty Sue Castle Trust dated December 22, 1997, and Mark Luther – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- F Approval of Open Space Agreement for Betty Sue Castle, Trustee of the Betty Sue Castle Trust dated December 22, 1997 – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- G Approval of Open Space Agreement for Jacob Czajkowski and Nicole Deanne Czajkowski – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- H Approval of Open Space Agreement for Thomas Bryon Sandridge and Cheryl

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Sandridge – Andrew M. Sheridan, Jr., Commissioner of the Revenue

I CRMF - CEN Fire Controls – Don Stribling, FCPS Executive Director

J CRMF - CEN-ECSE Playground Accessibility – Don Stribling, FCPS Executive Director

K CRMF - FCHS Pleasant Grove Well – Don Stribling, FCPS Executive Director

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



County Administrator Review

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*For the Hearing-Impaired – Listening device available in the Board of Supervisors Room upon request. TTY access number is 711 to make arrangements.
For Persons with Disabilities – If you have special needs, please contact the County Administrator's Office at 591-1910.*

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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FY25 Non-Profit Agency Funding Request Form -- INSTRUCTIONS

GENERAL INFORMATION

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 -- Before proceeding with your request preparation, please read the following general information and instructions:

Section 1 - AGENCY INFORMATION

-- **Submitting agencies need only to enter information in the boxes/cells without color**
 -- Enter requesting agency name, agency address, contact person, contact email, and contact phone.

Section 2 - FUNDING REQUESTS BY PROGRAM AREA

-- Enter the title of each program for which funds are being requested as well as the amount requested.

Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS

-- Describe as briefly as possible the intended use of potential funds allocated by Fluvanna County.
 -- Additional space is available in Section 6.

Section 4 - OTHER FUNDING SOURCES

-- List any other source(s) of funding for the program(s) for which you are seeking Fluvanna County contributions.

Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY

-- Briefly explain what problems will arise and the public disadvantage should the program be unfunded or partially funded.

Section 6 - ADDITIONAL INFORMATION

-- Use this space for any additional information you believe is relevant to the funding request.

SUBMISSION

-- **All request forms must be submitted digitally via email in Excel format.**
 -- We are asking all agencies to submit an updated signed W9 to confirm that all information on file is correct
 must be submitted via e-mail to Theresa McAllister, Management Analyst (tmcallister@fluvannacounty.org) by **5pm, Wednesday, November 22, 2023.** -- Forms

ADDITIONAL INFORMATION

-- Non-Profit Agency Presentations are scheduled for the BOS work session on Wednesday, December 20, 2023 at 5pm and Wednesday, January 17, 2024 at 5pm.
 -- An email will be sent out in December confirming presentations.
 -- All appropriations of \$25,000 or less will be paid in one check by the end of the first quarter.
 -- All appropriations in excess of \$25,000 will be paid in quarterly installments.

FY25 BUDGET CALENDAR (Meeting Dates & Times are Tentative)

<u>Task Description</u>	<u>Due Date</u>
Release of Budget Packets - - - - -	October 20, 2023
Deadline for submission of Budget Requests - - - - -	November 22, 2023 by 5:00 p.m.
Initial Presentation to Board of Supervisors - - - - -	December 20, 2023, 5:00 p.m. / January 17, 2024, 5:00 p.m.
BOS Public Hearing - - - - -	April 10, 2024, 7:00 p.m.
BOS Budget/CIP Adoption - - - - -	April 17, 2024, 7:00 p.m.

FY25 NON-PROFIT AGENCY FUNDING REQUEST

Fluvanna County

Section 1 - AGENCY INFORMATION		FY25 Total Rqst	FY25 COAD	FY25 BOS
Agency:	Legal Aid Justice Center	\$ 7,500	\$ -	\$ -
Address:	1000 Preston Lane, Suite A; Charlottesville VA 22903	Contact E-mail:	contessa@justice4all.org	
Contact:	Contessa Riggs	Contact Phone:	571-215-3431	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY25 Prog Rqst	FY25 COAD	FY25 BOS
Program 1:	Economic Justice Program	\$ 7,500	\$ -	\$ -
Program 2:			\$ -	\$ -
Program 3:			\$ -	\$ -
Program 4:			\$ -	\$ -
Program 5:			\$ -	\$ -
Program 6:			\$ -	\$ -
Program 7:			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u>)				
<p>The Legal Aid Justice Center (LAJC) will use these funds to support the wide range of legal services we provide for the county's low-income residents. These services directly address threats to the financial stability, housing security, and family unity of Fluvanna residents and expand their access to educational supports and affordable medical care and coverage.</p> <ul style="list-style-type: none"> • Employment and Consumer services remove barriers to financial stability by helping residents recover stolen wages, protecting their income from fraudulent debt collection, and helping them access or recover income supports such as social security and SNAP. • Our housing services include providing free legal representation in anti-eviction proceedings, offering workshops on tenant rights and landlord responsibilities (including habitability standards), helping tenants navigate rent relief programs, organize tenant associations, and make repair requests, and advocating for affordable housing. • Our education services help underserved students receive the services they need to thrive in the classroom, including accessing special education services and mental health supports. The special education system can be difficult to navigate and the stakes for involved families are extremely 				

AGENCY INFORMATION		FY25 Total Rqst	FY25 COAD	FY25 BOS
Agency:	Legal Aid Justice Center	\$ 7,500	\$ -	\$ -
Section 4 - OTHER FUNDING SOURCES (Please list any other source(s) of funding for the program(s).)				
<p>We have recurring funding through a number of public and private sources whom we anticipate will provide renewed support. We also allocate a portion of our state funding through the Legal Services Corporation of Virginia and a portion of our unrestricted donations from individuals and law firms to support the services we provide to Fluvanna County.</p>				
Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
<p>LAJC serves low-income residents and families throughout Central Virginia. We are committed to providing services to the residents of Fluvanna County, and they will continue at some level regardless of the outcome of this application. However, County funding for our services is integral to our ability to remain flexible and responsive to changes in the environment in which we provide our services. A loss of funding would hurt our ability to pivot to respond to new community challenges and we would have to prioritize our commitment to existing clients and cases. Funding from the County preserves our ability to meet community needs as they arise.</p>				
Section 6 - ADDITIONAL INFORMATION				
<p>In FY23, we closed 18 cases benefiting 46 Fluvanna residents: Health-Related Benefits (Medicaid appeals mostly): 24 Income-Related Benefits (social security/disability): 12 Housing: 5 Consumer (predatory lending/debt defense): 2 Expungement: 4</p> <p>These cases generated \$65,786 in direct economic benefits for our clients and their families. We are very excited by our nascent partnership with Fluvanna County's Department of Social Services on behalf of CPS involved families, as that program grows we foresee providing more services to low-income county residents.</p>				

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FY25 NON-PROFIT AGENCY FUNDING REQUEST

Fluvanna County

Section 1 - AGENCY INFORMATION		FY25 Total Rqst	FY25 COAD	FY25 BOS
Agency:	Piedmont Virginia Community College	\$ -	\$ 7,029	\$ -
Address:	501 College Drive, Charlottesville, VA 22902	Contact E-mail:	sjefferies@pvcc.edu	
Contact:	Dr. Scott Jefferies	Contact Phone:	(434) 961-5207	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY25 Prog Rqst	FY25 COAD	FY25 BOS
Program 1:	Operating Funds Budget		\$ 7,029	\$ -
Program 2:			\$ -	\$ -
Program 3:			\$ -	\$ -
Program 4:			\$ -	\$ -
Program 5:			\$ -	\$ -
Program 6:			\$ -	\$ -
Program 7:			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u>)				
<p>- The local funds operating budget supports program expenses that are not paid for with state funds. These include site work expenses (when new construction for renovation of existing buildings is needed), student activities, operations (parking and safety), and learning opportunities designed to improve access to citizens in our service delivery area (i.e., dual enrollment).</p>				
<p>- Funds help to moderate the cost of attending PVCC for area residents because student fees and auxiliary charges would otherwise need to be increased to raise necessary revenue.</p>				
<p>- The FY25 localities' requests have been increased by 3%. PVCC does not charge tuition to our K-12 partners for students enrolled in dual enrollment courses. PVCC provides additional staff to support dual enrollment students, and dual enrollment students can access PVCC services, such as the library and testing center. The slight increase in the FY25 localities request will assist with the expenses associated with offering dual enrollment classes, accreditation compliance, and other required costs. Additional increases may be necessary should we continue to see expanded participation in dual enrollment courses.</p>				

Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. Bullets preferred.)Continuation:

- Amount requested from each locality is proportional to its respective share of enrollment. Fluvanna County currently accounts for 12% of PVCC's service region credit enrollment. Relative to other colleges in the Virginia Community College (VCCS), PVCC ranks slightly below average for all Virginia community colleges in the local appropriation it receives per full-time equivalent (FTE) student.
- PVCC is working with all K-12 school divisions in our service area to develop a Lab School for Advanced Manufacturing. Students would attend classes at PVCC, primarily in our new Woodrow W. Bolick Advanced Technology and Student Success Center, scheduled to open in Spring 2024. We anticipate this new learning opportunity for students in our service area to begin in Fall 2024.
- PVCC supports the goal of the Governor of Virginia to ensure all high school students graduate with either an associate degree or other higher education credential. This goal is further supported by the Virginia Community College System's Strategic Plan (Opportunity 2027 Strategic Plan - VCCS) to provide all students with the knowledge, skills, credentials, and degrees that enable them to thrive in dynamic and emerging 21st-century careers.

AGENCY INFORMATION		FY25 Total Rqst	FY25 COAD	FY25 BOS
Agency:	Piedmont Virginia Community College	\$ -	\$ 7,029	\$ -
Section 4 - OTHER FUNDING SOURCES (Please list any other source(s) of funding for the program(s).)				
PVCC receives funding from the localities served by the college. For FY25, locality requests are as follows:				
Albemarle County - \$25,554				
City of Charlottesville - \$12,443				
Greene County - \$5,202				
Louisa County - \$5,859				
Nelson County - \$2,117				
Buckingham County - \$1,983				
Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
- ** Local funds help to moderate the cost of attending PVCC for area residents, because student fees and auxiliary charges would otherwise need to be increased to raise the necessary revenue. A reduction in local government funding for operations, however modest, would result in reduced services to students, increased charges to student, or a combination of the two.				
Section 6 - ADDITIONAL INFORMATION				
If you need additional information, please do not hesitate to contact me.				
Dr. Scott Jefferies, Vice President of Finance & Administrative Services, PVCC				

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FY25 NON-PROFIT AGENCY FUNDING REQUEST

Fluvanna County

Section 1 - AGENCY INFORMATION		FY25 Total Rqst	FY25 COAD	FY25 BOS
Agency:	Hospice of the Piedmont	\$ 3,000	\$ -	\$ -
Address:	675 Peter Jefferson Pkwy, Ste 300 Charlottesville, VA 22911	Contact E-mail:	gift@hopva.org	
Contact:	Sarah-grace Parr	Contact Phone:	434-817-6952	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY25 Prog Rqst	FY25 COAD	FY25 BOS
Program 1:	General Operating Support	\$ 3,000	\$ -	\$ -
Program 2:			\$ -	\$ -
Program 3:			\$ -	\$ -
Program 4:			\$ -	\$ -
Program 5:			\$ -	\$ -
Program 6:			\$ -	\$ -
Program 7:			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u>)				
<p>Hospice of the Piedmont has upheld its mission's core essence since its establishment, recognizing that hospice revolves around achieving resolution. Acknowledging the uniqueness of each life, we understand that while death is inevitable, ensuring a peaceful passing is not guaranteed. We firmly believe that everyone deserves the highest quality of care, often manifesting in alleviating pain, offering solace, and fostering tranquility. Delivering these crucial services within a person's home alleviates the burden on caregivers, allowing families to dedicate their time to what truly matters. Our mission is to positively transform the way people view and experience serious illness, dying, and grief.</p> <p>Hospice of the Piedmont recognizes its most significant prospects lie in expanding care accessibility and educating the community on hospice and palliative care, thereby accommodating more patients and ensuring more frequent visits. Our aspiration is to broaden care accessibility for patients and their families in historically underserved areas where care might otherwise be overlooked.</p> <p>Looking ahead, we're actively exploring innovative methods to engage patients and their families through educational initiatives, planning discussions, and bolstering community connections. Our ongoing commitment remains focused on improving our capacity to serve the community effectively.</p>				

AGENCY INFORMATION		FY25 Total Rqst	FY25 COAD	FY25 BOS
Agency:	Hospice of the Piedmont	\$ 3,000	\$ -	\$ -
Section 4 - OTHER FUNDING SOURCES (Please list any other source(s) of funding for the program(s).)				
Betts Family Charitable Fund Charlottesville Area Community Foundation Church Emmanuel Episcopal Church County of Culpeper Board of Supervisors County of Orange Board of Supervisors Gordonsville Medical Aid Fund, Inc. I.J. and Hilda M. Breeden Foundation Miriam Lloyd Halsey Foundation The PATH Foundation Northern Piedmont Community Foundation Perry Foundation Inc. The Genan Foundation The J&E Berkley Foundation The Joseph and Robert Cornell Memorial Foundation Twentieth Century Merchants Fund Virginians for Veterans Watterson Foundation Whitney and Anne Stone Foundation Wise Foundation				
Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
Outside funding provides vital resources to our Grief and Healing and Kids' Greif and Healing programs. These two programs, and many others at Hospice of the Piedmont, are completely funded by philanthropy. As we continue to increase our footprint and offer more services to a greater number of community members in our service area, these resources become more and more vital. Hospice of the Piedmont currently seeks county grant support, community foundation support, and private philanthropy to support programs not covered by insurance.				
Section 6 - ADDITIONAL INFORMATION				

Our dedicated interdisciplinary team, consisting of medical professionals, spiritual counselors, social workers, and volunteers, is committed to providing holistic care for patients and their families. We firmly believe in addressing not only the physical symptoms but also the emotional, social, and spiritual aspects of pain to ensure a positive end-of-life experience. Our service area covers twelve counties, including the County of Fluvanna. During the fiscal year of 2023, we were honored to support 113 residents of Fluvanna County along with their caregivers, offering over 5,500 days of dedicated care. At the heart of our mission lies the commitment to ensuring that patients and their families receive the essential support required for a tranquil and comforting transition.

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Fluvanna County

Section 1 - AGENCY INFORMATION		FY25 Total Rqst	FY25 COAD	FY25 BOS
Agency:	ReadyKids (formerly Children, Youth & Family Services)	\$ 3,280	\$ -	\$ -
Address:	1000 E. High Street, Charlottesville, VA 22902	Contact E-mail:	dconnolly@readykidscville.org	
Contact:	Diana Cole Connolly, Director of Philanthropy	Contact Phone:	434-296-4118 x265	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY25 Prog Rqst	FY25 COAD	FY25 BOS
Program 1:	Early Learning and Counseling Support	\$ 3,280	\$ -	\$ -
Program 2:			\$ -	\$ -
Program 3:			\$ -	\$ -
Program 4:			\$ -	\$ -
Program 5:			\$ -	\$ -
Program 6:			\$ -	\$ -
Program 7:			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u>)				
<p>Funding will support Fluvanna County kids, families and early childhood educators, to experience high quality early learning education and positive, nurturing and healthy family relationships. Specifically, funding will be used to help Fluvanna early childhood educators improve the quality of their services - particularly to low-income families; provide the evidence-based social-emotional program, AI's Pals, in Fluvanna Head Start classrooms; and provide intensive masters-level counseling for victims of child abuse, neglect, exposure to domestic violence and/or trauma survivors, and their non-abusing family members at no-cost. Last year, ReadyKids directly served 86 Fluvanna County residents, including 19 Head Start students, and impacted an additional 124 children in childcare settings. In FY23, 9 out of 10 of all ReadyKids program participants met targeted outcomes, including; 100% of Ready Kids experienced improved quality early care and education; 96% were safe from abuse and neglect; and 90% demonstrated greater kindergarten readiness. ReadyKids respectfully requests an increase of 25%, to cover the increased cost of providing services in Fluvanna, including but not limited to: staff training, materials, transportation, salary; and to help cover funding gaps following a significant reduction to our state funding for Early Learning Programs.</p>				

AGENCY INFORMATION		FY25 Total Rqst	FY25 COAD	FY25 BOS
Agency:	ReadyKids (formerly Children, Youth & Family Services)	\$ 3,280	\$ -	\$ -
Section 4 - OTHER FUNDING SOURCES (Please list any other source(s) of funding for the program(s).)				
During FY23 revenue of \$3,145,617 included the following revenue sources: local government (\$319,105); state and federal grants (\$1,055,039); private contributions (\$1,228,834)				
Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
ReadyKids is committed to serving children and families in Fluvanna County, and continues to actively pursue diverse funding streams for our programs so that they remain stable even during times of great economic uncertainty. Our Early Learning Programs experienced significant state funding cuts last year which reduced our capacity across the service area, including in Fluvanna County. Without funds from Fluvanna County, we could have further reductions in our capacity, negatively impacting Fluvanna residents. The County's demonstration of its support for our work there and recognition of its value is important to us.				
Section 6 - ADDITIONAL INFORMATION				
ReadyKids is grateful for the continued support and longstanding partnership with Fluvanna County.				

FY25 Non-Profit Agency Funding Request Form -- INSTRUCTIONS

GENERAL INFORMATION

-- The purpose of this form is to summarize and standardize the information that is provided by non-profit agencies.
 -- Before proceeding with your request preparation, please read the following general information and instructions:

Section 1 - AGENCY INFORMATION

-- **Submitting agencies need only to enter information in the boxes/cells without color**
 -- Enter requesting agency name, agency address, contact person, contact email, and contact phone.

Section 2 - FUNDING REQUESTS BY PROGRAM AREA

-- Enter the title of each program for which funds are being requested as well as the amount requested.

Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS

-- Describe as briefly as possible the intended use of potential funds allocated by Fluvanna County.
 -- Additional space is available in Section 6.

Section 4 - OTHER FUNDING SOURCES

-- List any other source(s) of funding for the program(s) for which you are seeking Fluvanna County contributions.

Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY

-- Briefly explain what problems will arise and the public disadvantage should the program be unfunded or partially funded.

Section 6 - ADDITIONAL INFORMATION

-- Use this space for any additional information you believe is relevant to the funding request.

SUBMISSION

-- **All request forms must be submitted digitally via email in Excel format.**
 -- We are asking all agencies to submit an updated signed W9 to confirm that all information on file is correct
 must be submitted via e-mail to Theresa McAllister, Management Analyst (tmcallister@fluvannacounty.org) by **5pm, Wednesday, November 22, 2023.** -- Forms

ADDITIONAL INFORMATION

-- Non-Profit Agency Presentations are scheduled for the BOS work session on Wednesday, December 20, 2023 at 5pm and Wednesday, January 17, 2024 at 5pm.
 -- An email will be sent out in December confirming presentations.
 -- All appropriations of \$25,000 or less will be paid in one check by the end of the first quarter.
 -- All appropriations in excess of \$25,000 will be paid in quarterly installments.

FY25 BUDGET CALENDAR (Meeting Dates & Times are Tentative)

<u>Task Description</u>	<u>Due Date</u>
Release of Budget Packets -----	October 20, 2023
Deadline for submission of Budget Requests -----	November 22, 2023 by 5:00 p.m.
Initial Presentation to Board of Supervisors -----	December 20, 2023, 5:00 p.m. / January 17, 2024, 5:00 p.m.
BOS Public Hearing -----	April 10, 2024, 7:00 p.m.
BOS Budget/CIP Adoption -----	April 17, 2024, 7:00 p.m.

FY25 NON-PROFIT AGENCY FUNDING REQUEST

Fluvanna County

Section 1 - AGENCY INFORMATION		FY25 Total Rqst	FY25 COAD	FY25 BOS
Agency:	Region Ten Community Services Board	\$ 131,794	\$ -	\$ -
Address:	500 Old Lynchburg Road, Charlottesville, VA 22903	Contact E-mail:	Kathy.Williams@regionten.org	
Contact:	Kathy Williams, Senior Director of Administrative Services	Contact Phone:	434-972-1816	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY25 Prog Rqst	FY25 COAD	FY25 BOS
Program 1:	Comprehensive Services	\$ 131,794	\$ -	\$ -
Program 2:			\$ -	\$ -
Program 3:			\$ -	\$ -
Program 4:			\$ -	\$ -
Program 5:			\$ -	\$ -
Program 6:			\$ -	\$ -
Program 7:			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u>)				
<p>Region Ten's system of mental health, intellectual disabilities and substance use disorders treatment and prevention services provides a continuum of services which enables persons to remain in their home communities and receive treatment in the least restrictive environment. The core services provided by Region Ten include: outpatient, case management, emergency, day support, residential, prevention and early intervention. Funds received from Fluvanna County in conjunction with funds from State, Federal Block Grants and Fees (mostly Medicaid) are blended and braided to provide the necessary supports to assure that both the quality and quantity of services exist to meet the needs of persons needing services in your community.</p>				

AGENCY INFORMATION		FY25 Total Rqst	FY25 COAD	FY25 BOS
Agency:	Region Ten Community Services Board	\$ 131,794	\$ -	\$ -

Section 4 - OTHER FUNDING SOURCES (Please list any other source(s) of funding for the program(s).)

State Department of Behavioral Health and Developmental Services, the localities of Albemarle, Charlottesville, Greene, Louisa, and Nelson, and the Department of Medical Assistance (DMAS) are the primary sources of funding.

Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY (Briefly explain the impact on each program area if not funded by Fluvanna County.)

Due to the complex funding mix that support the wide array of services provided we would need to restructure our deployment of services to give priority to grants and jurisdictions where funding is provided to proportionate to expenses incurred by Region Ten.

Section 6 - ADDITIONAL INFORMATION

FY24 Non-Profit Agency Funding Request Form -- INSTRUCTIONS

GENERAL INFORMATION

-- The purpose of this form is to summarize and standardize the information that is provided by non-profit agencies.
 -- Before proceeding with your request preparation, please read the following general information and instructions:

Section 1 - AGENCY INFORMATION

-- **Submitting agencies need only to enter information in the boxes/cells without color**
 -- Enter requesting agency name, agency address, contact person, contact email, and contact phone.

Section 2 - FUNDING REQUESTS BY PROGRAM AREA

-- Enter the title of each program for which funds are being requested as well as the amount requested.

Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS

-- Describe as briefly as possible the intended use of potential funds allocated by Fluvanna County.
 -- Additional space is available in Section 6.

Section 4 - OTHER FUNDING SOURCES

-- List any other source(s) of funding for the program(s) for which you are seeking Fluvanna County contributions.

Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY

-- Briefly explain what problems will arise and the public disadvantage should the program be unfunded or partially funded.

Section 6 - ADDITIONAL INFORMATION

-- Use this space for any additional information you believe is relevant to the funding request.

SUBMISSION

-- **All request forms must be submitted digitally via email in Excel format.**
 -- We are asking all agencies to submit an updated signed W9 to confirm that all information on file is correct
 must be submitted via e-mail to Tori Melton, Management Analyst (vmelton@fluvannacounty.org) by **5pm, Wednesday, November 22, 2023.** -- Forms

ADDITIONAL INFORMATION

-- Non-Profit Agency Presentations are scheduled for the BOS work session on Wednesday, December 20, 2023 at 5pm and Wednesday, January 17, 2024 at 5pm.
 -- An email will be sent out in December confirming presentations.
 -- All appropriations of \$25,000 or less will be paid in one check by the end of the first quarter.
 -- All appropriations in excess of \$25,000 will be paid in quarterly installments.

FY25 BUDGET CALENDAR (Meeting Dates & Times are Tentative)

<u>Task Description</u>	<u>Due Date</u>
Release of Budget Packets -----	October 20, 2023
Deadline for submission of Budget Requests -----	November 22, 2023 by 5:00 p.m.
Initial Presentation to Board of Supervisors -----	December 20, 2023, 5:00 p.m. / January 17, 2024, 5:00 p.m.
BOS Public Hearing -----	April 10, 2024, 7:00 p.m.
BOS Budget/CIP Adoption -----	April 24, 2024, 7:00 p.m.

FY25 NON-PROFIT AGENCY FUNDING REQUEST

Fluvanna County

Section 1 - AGENCY INFORMATION		FY25 Total Rqst	FY25 COAD	FY25 BOS
Agency:	Southeast Rural Community Assistance Project, Inc. (SERCAP)	\$ 5,000	\$ -	\$ -
Address:	347 Campbell Ave., SW, Roanoke, VA 24016	Contact E-mail:	tcotton@sercap.org	
Contact:	Tim Cotton, Planning Manager	Contact Phone:	540-345-1184 ext. 118	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY25 Prog Rqst	FY25 COAD	FY25 BOS
Program 1:	Water/Wastewater/Housing Assistance to Fluvanna County Residents	\$ 5,000	\$ -	\$ -
Program 2:			\$ -	\$ -
Program 3:			\$ -	\$ -
Program 4:			\$ -	\$ -
Program 5:			\$ -	\$ -
Program 6:			\$ -	\$ -
Program 7:			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. Bullets preferred.)				

SERCAP provides water, wastewater, and housing assistance to low-to-moderate income (LMI) residents across the Commonwealth of Virginia, in order to ensure that they have clean, safe drinking water, environmentally sound wastewater facilities, and housing that is warm, safe, and dry. If awarded funds by Fluvanna County, SERCAP will use the funds to provide Essential & Critical Needs Grants and/or Housing Grants to LMI residents of Fluvanna County, and/or Facilities Development Grants to small communities within Fluvanna County for critical water, wastewater, community development, and/or housing needs.

Projects may include: Repair/Replacement of Wells/Septic Systems, Connection to Public Water/Wastewater Systems, Financial and Technical Assistance to Fluvanna County Public Water/Wastewater Facilities, installation of needed handicap ramps or other universal design features to support aging residents or those living with a disability, needed housing rehabilitation services, etc.

Ultimately, projects funded by the Fluvanna County Budget appropriation will contribute to the strengthening of the County's water and wastewater infrastructure and/or the local housing market. Strong Water/Wastewater Infrastructure is a key element to any County's success and viability because without clean, safe drinking water and environmentally sound wastewater facilities there can be no people and no economic growth. Providing funds to SERCAP for water, wastewater, community development, and housing needs will strengthen Fluvanna County's livability and viability for small business growth and larger economic development projects.

AGENCY INFORMATION		FY25 Total Rqst	FY25 COAD	FY25 BOS
Agency:	Southeast Rural Community Assistance Project, Inc. (SERCAP)	\$ 5,000	\$ -	\$ -
Section 4 - OTHER FUNDING SOURCES (Please list any other source(s) of funding for the program(s).)				
<p>SERCAP's other Funding Sources include a combination of Federal, State, Local, and Private Foundation Grants; Local Contract Services; Program Fees; and Private Donations. Current Funding Sources, are: USDA Rural Development, US EPA, US Department of Health & Human Services' (HHS) Office of Community Services (OCS), Budget Appropriation from the Virginia General Assembly, the Virginia Department of Housing & Community Development (DHCD), Virginia Department of Social Services' (DSS) Community Services Block Grant (CSBG), County Budget Appropriations from Counties across Virginia, Local Contracts for Housing Rehabilitation Services for Community Development Block Grant (CDBG) Projects, First Citizens Bank, the Truist Foundation, other Private Foundations, and Private Donors.</p>				
Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
<p>If funding is not approved by Fluvanna County, SERCAP's Programs and Services will still be able to operate across the Commonwealth of Virginia, however SERCAP will have less funding to support projects in Fluvanna County, and as a result some citizens may go without needed water/wastewater services if SERCAP has already obligated the funds available for the year, forcing individuals onto the waiting list. Potentially citizens may go without water, wastewater, and/or critical housing repairs for several months before additional funds become available.</p>				
Section 6 - ADDITIONAL INFORMATION				
<p>SERCAP's programs and services provide water and wastewater infrastructure services to the communities the organization serves. Infrastructure is an appropriate use of taxpayer dollars as it impacts all citizens of a given area, improving Quality of Life, Environmental Health, and Economic Self-sufficiency. Water and wastewater services are especially important because water is a necessity and if clean, safe drinking water is not available then it can cause citizens to become sick, or even force people out of the area causing a decrease in tax revenue, and even economic depression in an already rural community. Strong water/wastewater infrastructure and reliable access to clean, safe drinking water encourages citizens to remain, small businesses to open, and even longer term economic growth that would not be possible without strong water/wastewater infrastructure.</p>				

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

TAB G

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	AFD 23:01 Creation of Quaint Lea of Nahor Agricultural and Forestal District				
MOTION(s):	I move that the Board of Supervisors (approve/deny/defer) AFD 23:01, the creation of the Quaint Lea of Nahor Agricultural and Forestal District to include Tax Map 16 Section A Parcels 37 and 42; Tax Map 17 Section A Parcel 27 totaling 404 +/- acres.				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	XX				
STAFF CONTACT(S):	Jason Overstreet, Senior Planner				
PRESENTER(S):	Jason Overstreet, Senior Planner				
RECOMMENDATION:	AFD Advisory Committee recommended approval at their October 13 th meeting. Planning Commission recommended approval at their December 12 th meeting.				
TIMING:	Normal				
DISCUSSION:	<p>AFD 23:01 Quaint Lea Nahor– A request to create an Agricultural and Forestal District in the A-1, Agricultural, General District under §3.1-4 on 404 +/- acres and known as Tax Map 16 Section A Parcels 37 and 42; Tax Map 17 Section A Parcel 27. These parcels are generally located on the north and south sides of Nahor Manor Road (SR 636) and east of North Ruritan Drive in the Rural Residential Planning Area and Cunningham Election District.</p> <p>On October 17th, this application was submitted for review to the Agricultural and Forestal District (AFD) Advisory Committee in accordance with Section 3.1-13 of the County Code. The advisory committee voted 6-0 to recommend approval to the Planning Commission who must hold a public hearing and then report its recommendations to the governing body.</p> <p>The Planning Commission held a public hearing on Tuesday, December 12, 2023 at which the Commission recommended approval of the creation of the district by a 5-0 vote.</p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	AFD Staff Report with application package				

	Legal	Finance	Purchasing	HR	Other
REVIEWS COMPLETED:					<ul style="list-style-type: none">• AFD Committee• Planning Commission

Board of Supervisors Staff Report

To: Fluvanna County Board of Supervisors
Request: Agricultural & Forestal District

From: Jason Overstreet
District: Cunningham Election District

General Information: This Agricultural and Forestal District (AFD) request is to be heard by the Board of Supervisors on Wednesday, January 17, 2024 at 7:00 pm at the Carysbrook Performing Arts Center

Applicants: Sandra & Robert Morris, Cindia Von Ottenritter, Karen Mayry

Representative: James Von Ottenritter

Requested Action: **AFD 23:01 Quaint Lea Nahor**– A request to create an Agricultural and Forestal District in the A-1, Agricultural, General District under §3.1-4 on 404 +/- acres and known as Tax Map 16 Section A Parcels 37 and 42; Tax Map 17 Section A Parcel 27. These parcels are generally located on the north and south sides of Nahor Manor Road (SR 636) and east of North Ruritan Drive in the Rural Residential Planning Area and Cunningham Election District.

Existing Zoning: A-1, Agricultural, General (Attachment C)

Existing Land Use: Agricultural, forestry

Planning Area: Rural Residential Planning Area

Adjacent Land Use: The surrounding area is zoned A-1, Agricultural, General.

Comprehensive Plan:

The 2015 Fluvanna County Comprehensive Plan promotes the development of AFD's and states that, "Agricultural and forestal districts were established to conserve, protect, and encourage the development of agricultural and forestal lands for food and other agricultural and forestal products. The districts conserve and protect agricultural and forestal lands as valued natural and ecological resources that provide open space for watershed protection, wildlife habitat, and aesthetic purposes."

The existing agricultural and forestry land uses of the parcels to be included in the AFD provide economic value and contribute to the rural character of the county.

Policy Implications:

On October 17th, this application was submitted for review to the Agricultural and Forestal District Advisory Committee in accordance with Section 3.1-13 of the County Code. The advisory committee voted 6-0 to recommend approval to the Planning Commission who must hold a public hearing and then report its recommendations to the governing body.

The Planning Commission held a public hearing on Tuesday, December 12, 2023 at which the Commission recommended approval of the creation of the district by a 5-0 vote.

Any owner of additional qualifying land may join the application within thirty days from the date the notice is first published or, with the consent of the Board of Supervisors, at any time before the public hearing the Board of Supervisors must hold on the application. Additionally, any owner who joined in the application may withdraw his or her land, in whole or in part, by written notice filed with the Board of Supervisors, at any time before the Board of Supervisors acts pursuant to Section 3.1 of the County Code.

Staff Analysis:

The purpose of Agricultural and Forestal Districts, as outlined in the Virginia Agricultural and Forestal District Act (Virginia Code), is “...to conserve and protect and to encourage the development and improvement of the Commonwealth’s agricultural and forestal lands for the production of food and other agricultural and forestal products...and to conserve and protect agricultural and forestal lands as valued natural and ecological resources which provide essential open space for clear air sheds, watershed protection, wildlife habitat, as well as for aesthetic purposes.”

When evaluating applications for a proposed district or for an addition to an existing district, Sec. 3.1-5 of the county code lists several criteria that are to be evaluated by the Agricultural and Forestal Districts Advisory Committee and the Planning Commission prior to making any recommendations. The criteria are as follows:

1. *The agricultural and forestal significance of land within the district or addition and in areas adjacent thereto.*

All three of the subject parcels currently participate in the land use valuation program which encourages and promotes the preservation of land devoted to agricultural, horticultural, forest, and open space uses within the county. Current land use includes cattle grazing, hay and timber production. Additionally, the parcels have been identified

by the USDA Natural Resources Conservation Service as containing additional farmland of statewide importance in its classification of important farmland.

2. *The presence of any significant agricultural lands or significant forestal lands within the district and in areas adjacent thereto that are not now in active agricultural or forestal production.*

There do not appear to be any adjacent significant agricultural or forestal lands that are not currently in active production. The two large adjacent parcels to the north are under an open space conservation easement and are primarily forested.

3. *The nature and extent of land uses other than active farming or forestry within the district and in areas adjacent thereto.*

Many of the adjacent parcels of the proposed district contain either residential or agricultural uses, or they are undeveloped.

4. *Local developmental patterns and needs.*

Increased growth has brought and will continue to bring pressure to develop agricultural and forested lands. Local development patterns suggest that property within this area will continue to remain rural and used for agriculture and forestry. Land division has been limited to family or one lot subdivisions and there are no major subdivisions in the area. Additionally, over a thousand acres in the area are protected from development by a Virginia Outdoors Foundation conservation easement. However, increased growth continues to bring pressure to develop agricultural and forested lands.

5. *The comprehensive plan and applicable provisions of the zoning ordinance.*

The parcels are zoned A-1 (Agricultural, General) and located within a Rural Residential Planning Area. In accordance with the 2015 Comprehensive Plan, *“Agricultural lands provide economic value and contribute to the unique character of the county. A challenge in preserving this valuable land use is the fact that land suitable for agricultural use is also suitable for development.”*

6. *The environmental benefits of retaining the lands in the district for agricultural and forestal uses.*

The parcels contain several intermittent and perennial streams that contribute water to Cunningham Creek, Lake Monticello, and Ruritan Lake. Conservation of this area maintains the environmental integrity of the county and aids in the protection of ground and surface water, wildlife habitat, historic landscape, and open space.

7. *Any other matter which may be relevant.*

The application for the creation of the Quaint Lea-Nahor district appears to meet the

required criteria for designation as an AFD. Its creation conforms to the general requirements of the current Comprehensive Plan. AFDs were, “*established to conserve, protect, and encourage the development of agricultural and forestal lands for food and other agricultural and forestal products. The districts conserve and protect agricultural and forestal lands as valued natural and ecological resources that provide open space for watershed protection, wildlife habitat, and aesthetic purposes*”. Preservation of land through the creation of the Quaint Lea Nahor AFD will ultimately help to maintain the rural character of the county.

Agricultural and Forestal District Committee Recommendation:

The advisory committee voted 6-0 to recommend approval of the Quaint Lea Nahor AFD to the Planning Commission who must hold a public hearing and then report its recommendations to the Board of Supervisors. The Board of Supervisors must then hold a public hearing after receiving the report of the Planning Commission and the advisory committee.

Planning Commission Recommendation:

The Planning Commission voted 5-0 to recommend approval of the Quaint Lea Nahor AFD to the Board of Supervisors.

Summary Conclusion:

The land to be included in the proposed district meets all requirements, codified in Chapter 3 of the County Code, that are necessary for the creation of a new agricultural and forestal district. In concurrence with both the Advisory Committee’s and Planning Commission’s recommendation, Planning Staff recommends approval of the proposed creation of the Quaint Lea of Nahor AFD. The addition of this AFD will help to protect the natural resources and preserve the rural nature of Fluvanna.

MOTION:

I move that the Board of Supervisors (approve/deny/defer) AFD 23-01, the creation of the Quaint Lea of Nahor Agricultural and Forestal District to include Tax Map 16 Section A Parcels 37 and 42; Tax Map 17 Section A Parcel 27 totaling 404 +/- acres.

Staff: Jason Overstreet

Attachments:

- A. Application
- B. Map of Proposed Ag/For District
- C. County Code, Chapter 3.1, Agricultural and Forestal Districts



RECEIVED

Application for the Creation of or Addition to an
AGRICULTURAL/FORESTAL DISTRICT

SEP 5 2023

Fluvanna County
 Planning Dept

FEES payable with application:	Establishment of a new district = \$500.00 Additions and reviews to existing districts = \$500.00 Withdrawal from district = \$500.00
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A copy of this completed form and required maps shall be submitted by the applicant landowner(s) to the Planning and Zoning Department. This form shall be accompanied by:

- 1 - United States Geological Survey 7.5 minute topographic maps that clearly show the boundaries of the district or addition and boundaries of the property each applicant owns within the district or addition and
- 2 - A Department of Transportation general highway map for the locality that shows the general location of the district or addition
- 3 - Fluvanna County Land Map(s) showing the parcels or boundaries within the parcels included in the district.

Name of Existing or Proposed Agricultural/Forestal District: Quaint Lea of Nahor

General Location of the District: Nahor Manor Road

Total Acreage in the District or Addition: 404.1

Name	Address current legal address	Total Acreage owned in the District or Addition	Land Book Reference Tax Map/Parcel Number
------	----------------------------------	---	--

Sandra F. Morris	6840 Thomas Jefferson Pkwy <i>Palmyra, Va, 22963</i>	126.0	16 A37
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Robert K. Morris	6840 Thomas Jefferson Pkwy <i>Palmyra, Va 22963</i>	126.0	16A37
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LINDIA VON OTTENBITER	2126 NAHOR MANOR RD. <i>120.2</i>	120.2	16A42
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Karen L. Mayry	467 North Ruritan Dr. <i>Palmyra, VA 22963</i>		
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		157.9	17A27
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OFFICE USE ONLY

\$500.00 Fee: Date Received: 09/05/2023 Check# 1368 AFD: 23-01 AFD Name: _____

Submitted to Board of Supervisors: _____ Referred to Planning Commission: _____

Referred to Advisory Committee: _____ Planning Commission Public Hearing Date: _____

Board of Supervisors Public Hearing Date: _____ Election District: Cunningham

Approved: _____

Modified: _____

Rejected: _____



Conditions to Creation of the District

SEP 5 2023

As a condition to creation of the district, no parcel within the district shall be developed to a use more intensive than that existing on the date of creation of the district, other than uses resulting in more intensive agricultural or forestal production, without the prior approval of the Board of Supervisors.

Richmond County Planning Dept

Except as provided below, a parcel shall be deemed to be developed to a more intensive use if: The proposed development would remove any portion of a parcel from agricultural or forestal production; or the proposed development would increase the population density of the level of activity on the parcel including, but no limited to, the rental of more than one dwelling unit on the parcel.

A parcel shall not be deemed to be developed to a more intensive use if: The proposed development is permitted by right in the Agricultural General (A-1) zoning district; the proposed development is permitted by special use permit in the A-1 zoning district and the Board of Supervisors, in considering the application for a Special Use Permit, determines that the development allowed by the permit is consistent with the purposes of this chapter; the proposed development is the proposed division of the parcel by subdivision and the minimum lot size of such division is twenty-two (22) acres or greater; the proposed development is the proposed division of the parcel by family division; or the proposed development is the occupation of dwelling units on the parcel by members of the immediate family of any of the owners of such parcel or by bona fide farm employees, together with their respective families, if any.

Current agricultural or forestal use of the property: Livestock (~100 head), Hay, Timber
Total number of existing dwellings including rental units: 2
The Proposed period before the First Review (select 4 to 10 years): 10 years
Contact Person for District: James M. von Ottenritter (tel: 646-420-2165)

Owner/Applicant Must Read and Sign

We the undersigned landowners have read the information and conditions on this page and request the property described above be designated an Agricultural/Forestal District.

Signature and Date table with four rows of signatures and dates (8/26/2023, 8/26/2023, 8/28/2023, 8/28/2023) and empty rows for Witness and Date.

By-right Withdrawal:

1. A property owner may withdraw by written notice at any time before the Board of Supervisors act on the application.
2. A property owner may withdraw by written notice during the time of review.
3. Upon the death of a property owner, any heir or devisee of an owner of land within the district may withdraw such land upon inheritance by written notice within two years of the date of death of the owner. Such a withdrawal, regardless of the acreage or location of the parcel, has no effect on the continuation of the district until the following review time.
4. No fee is require for a by-right withdrawal.

Petition for Withdrawal:

1. Withdrawal from an established district may be permitted by the Board of Supervisors for "good and reasonable cause shown".
2. The property owner requesting withdrawal must make application to the Board of Supervisors and submit a fee of \$500.
3. Any petition to withdraw property from a district must meet the following criteria:
 - a. The proposed new land use will not have an adverse effect upon farming or forestry operations in the remaining portion of the district.
 - b. The proposed new land use is in compliance with the most recently approved Comprehensive Plan.
 - c. The proposed land use is consistent with the public interest of the County and not solely to serve the proprietary interests of the landowner requesting withdrawal.
 - d. The proposed land use was not anticipated by the landowner at the time the property was placed in the district, and there has been a change in conditions or circumstances since that time.
4. Such petition for withdrawal is referred to the Advisory Committee for recommendation to the Planning Commission.
5. The Planning Commission holds a public hearing and makes a recommendation to the Board of Supervisors.
6. The Board of Supervisors holds a public hearing and makes a determination.
7. If denied favorable action, the applicant may appeal the Board's decision to the Circuit Court.

Details [hide](#)

 [Identify Adjoining Parcels](#)

Select Features by Buffer

Parcels

Map PIN: 16 A 42
Map PIN (Formatted): 16-A-42
Owner: VON OTTENRITTER, CINDIA

Mailing Address:
2126 NAHOR MANOR RD
PALMYRA VA 22963
Physical Address:
2126 NAHOR MANOR RD
PALMYRA VA 22963

Zoning: A-1
Land Use Code: 6
Occupancy Code: Dwelling
Building Value: \$97,400
Land Value: \$422,600
Total Value: \$520,000
Year Built: 1848
Year Sold: 2016
Sell Price: \$485,800
Deed Book: 960 Pg: 282
Legal Description1: DB 960-282
Legal Description2: AC 120.2

Attributes at point: N: 3855667, E: 11517671

US Congressional Districts (2021)

DISTRICTN: 5

VA Senate Districts (2021)

DISTRICTN: 10

VA House Districts (2021)

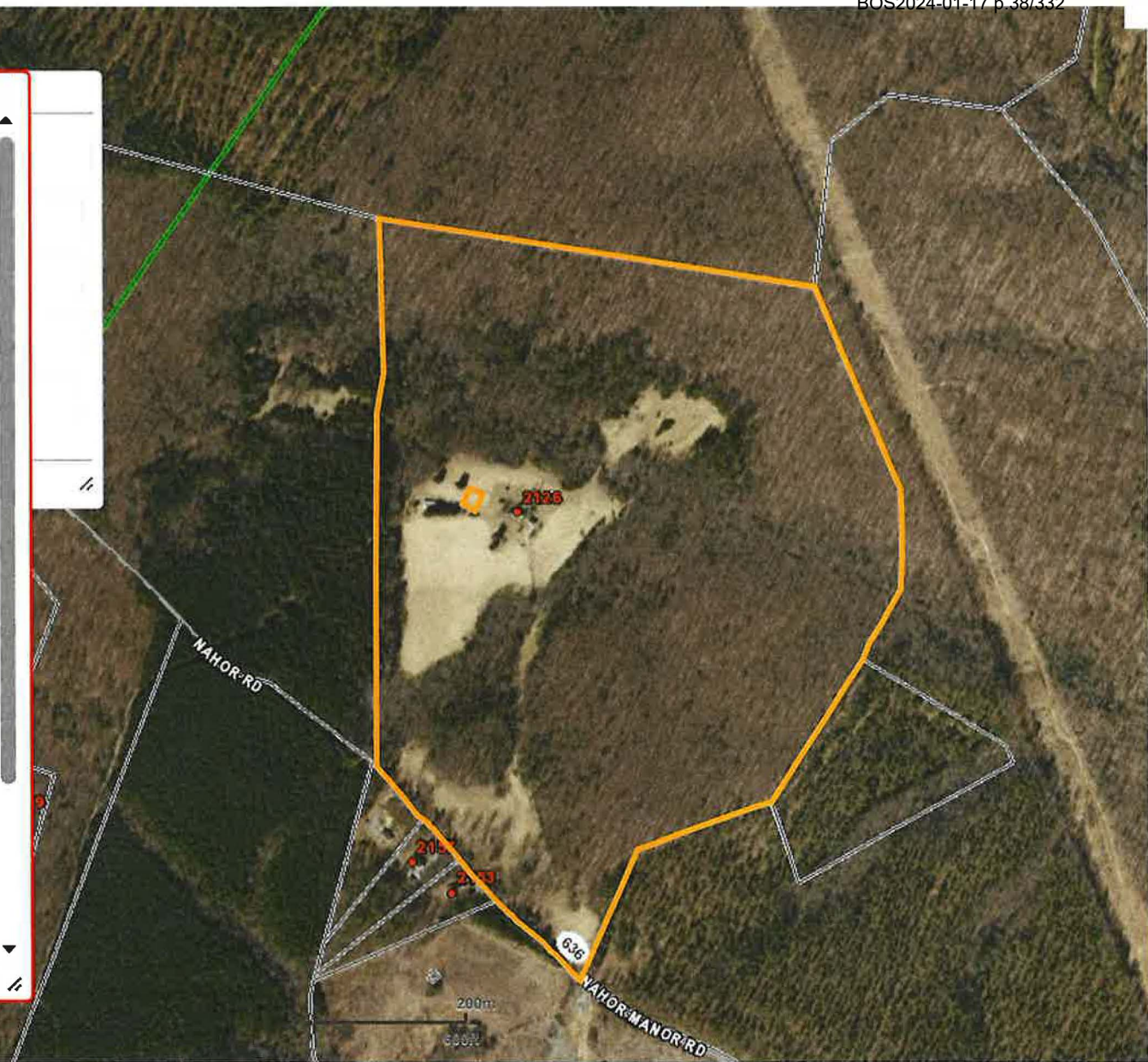
DISTRICTN: 56

Voting Districts (2021)

District ID: 5
District Name: Cunningham

N: 3855521, E: 11515110
Lat: 37°54' 41.9", Lng: -78°23' 18.3"

Results



Details [hide](#)

 [Identify Adjoining Parcels](#)

Select Features by Buffer

Parcels

Map PIN: 16 A 37
Map PIN (Formatted): 16-A-37
Owner: MORRIS IRREVOCABLE TRUST C/O ROBERT K & SANDRA F MORRIS

Mailing Address:
6840 THOMAS JEFFERSON PKWY
PALMYRA VA 22963
Physical Address:
6840 THOMAS JEFFERSON PKWY
PALMYRA VA 22963

Zoning: A-1
Land Use Code: 6
Occupancy Code: Vacant Land
Land Value: \$252,000
Total Value: \$252,000
Year Sold: 2011
Deed Book: 849 Pg: 970
Legal Description1: DB 849-970
Legal Description2: AC 126.0

Attributes at point: N: 3852573, E: 11517862

US Congressional Districts (2021)

DISTRICTN: 5

VA Senate Districts (2021)

DISTRICTN: 10

VA House Districts (2021)

DISTRICTN: 56

Voting Districts (2021)

District ID: 5

District Name: Cunningham

Precinct: 0401

Polling Location: Antioch Church

Polling Address: [4422 Antioch Rd Scottsville, VA 24590](#)



N: 3852276, E: 11515352
Lat: 37°54' 09.9", Lng: -78°23' 15.3"

Results

Swipe Left or ...

Ab... Lay... Leg...

Fluvanna County, VA
Geographic Information System

DISCLAIMER:The information contained on this site is furnished by government and private industry sources and is believed to be accurate but accuracy is not guaranteed. **Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey.** The information contained hereon does not replace information that may be obtained by consulting the information's official source. In no event shall Fluvanna County, VA or the consultants of Fluvanna County, VA be liable for any damages, direct or consequential, from the use of the information contained on this site.

Should you have questions or comments about this site, please contact:

Related Links:
[Fluvanna County Website](#)
[Fluvanna County Census Dashboard](#)

Email: [WebGIS Support](#)
Webpage: [WebGIS.net](#)

Developed by:
[Hurt & Proffitt, Inc.](#)

Details [hide](#)

[Identify Adjoining Parcels](#)

Select Features by Buffer

Parcels

Map PIN: 17 A 27
Map PIN (Formatted): 17-A-27
Owner: MAYRY, KAREN L DUNN

Mailing Address:
685 NORTH RURITAN DR
PALMYRA VA 22963
Physical Address:
467 NORTH RURITAN DR
PALMYRA VA 22963

Zoning: A-1
Land Use Code: 6
Occupancy Code: Dwelling
Building Value: \$87,600
Land Value: \$580,100
Total Value: \$667,700
Year Built: 1966
Year Sold: 2016
Will Book: 64 Pg: 723
Legal Description1: WB 64-723
Legal Description2: AC 157.9

Attributes at point: N: 3850525, E: 11520576

US Congressional Districts (2021)

DISTRICTN: 5

VA Senate Districts (2021)

DISTRICTN: 10

VA House Districts (2021)

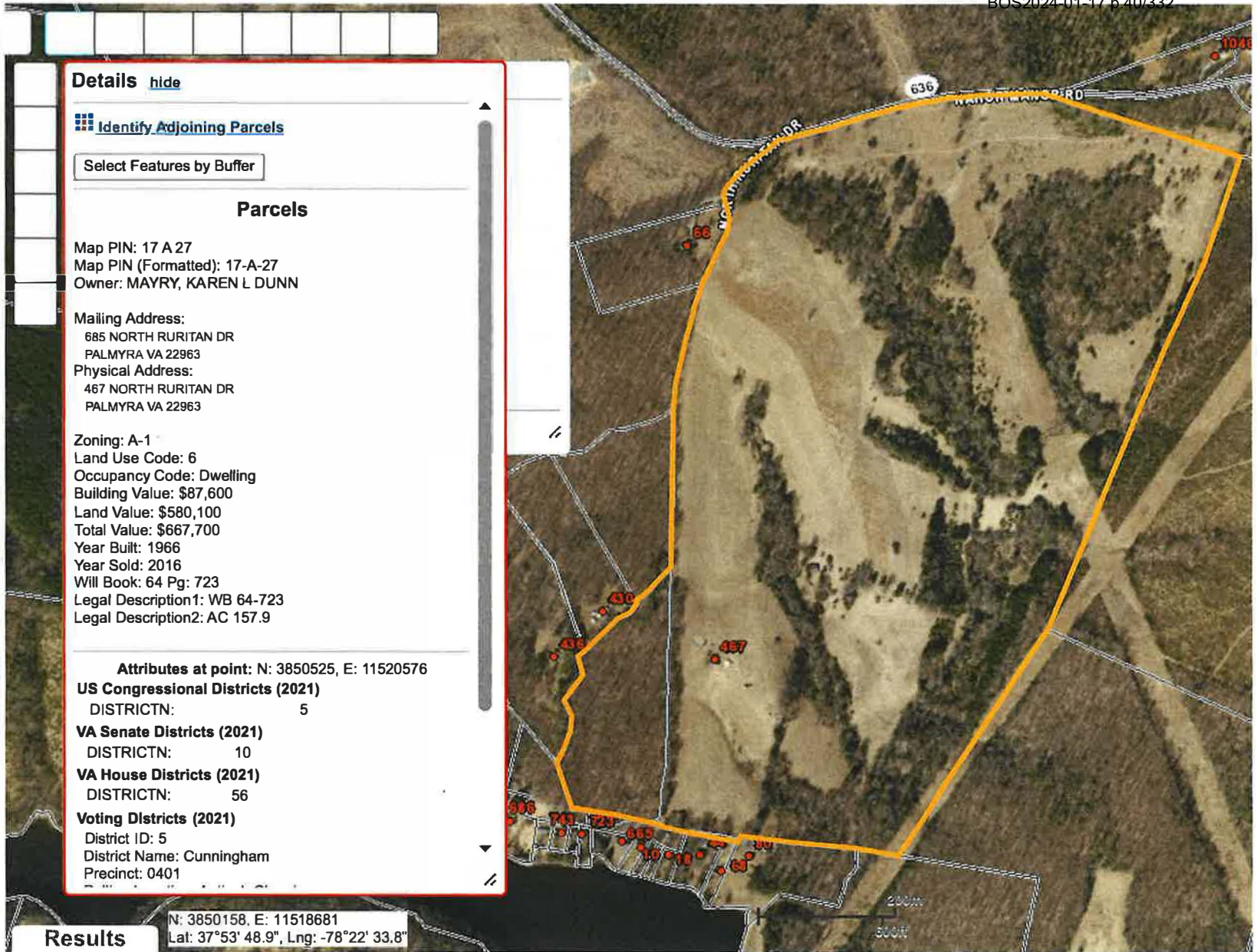
DISTRICTN: 56

Voting Districts (2021)

District ID: 5
District Name: Cunningham
Precinct: 0401

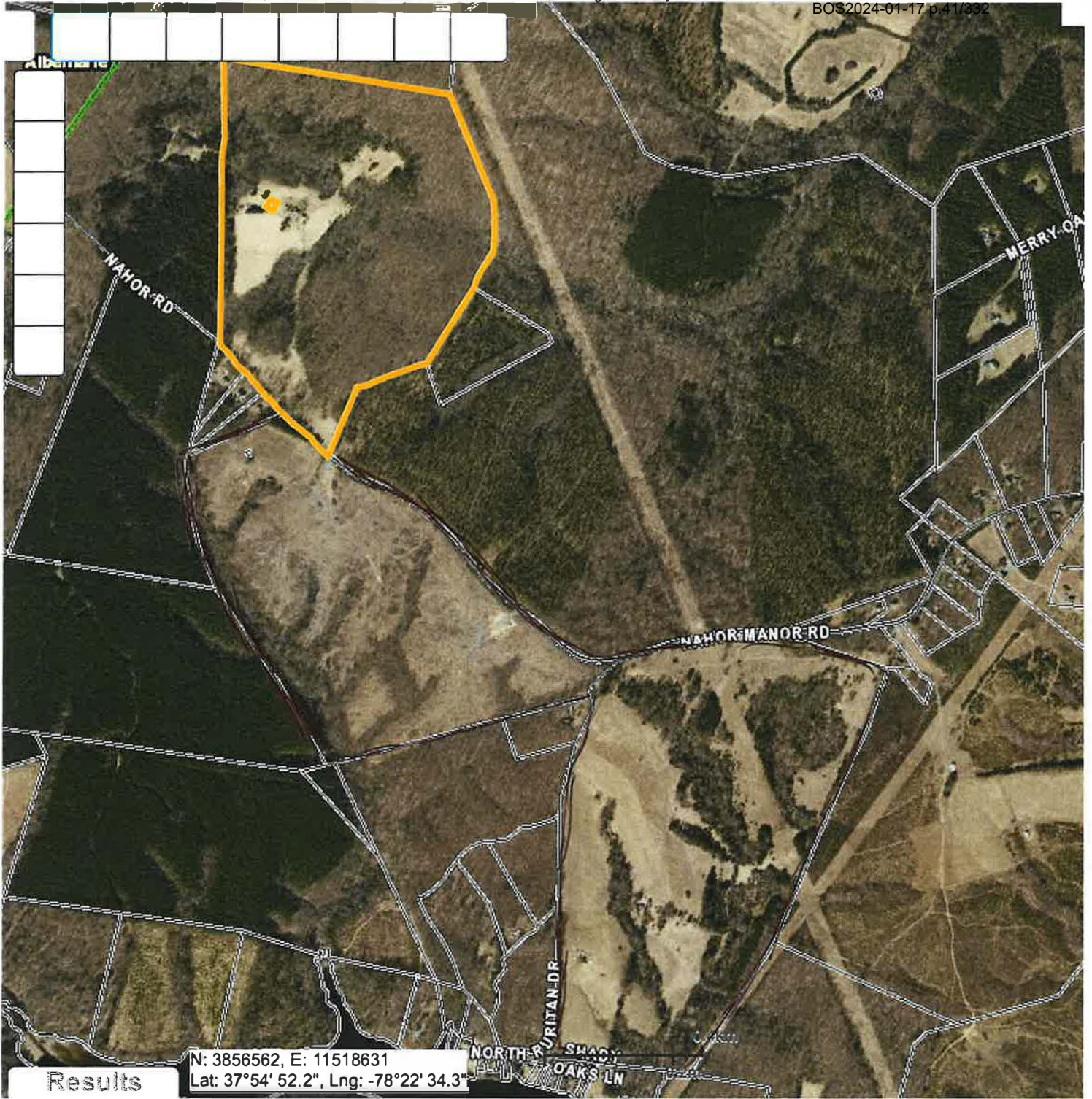
N: 3850158, E: 11518681
Lat: 37°53' 48.9", Lng: -78°22' 33.8"

Results



Map of all 3 properties

BOS2024-01-17 p.41/332

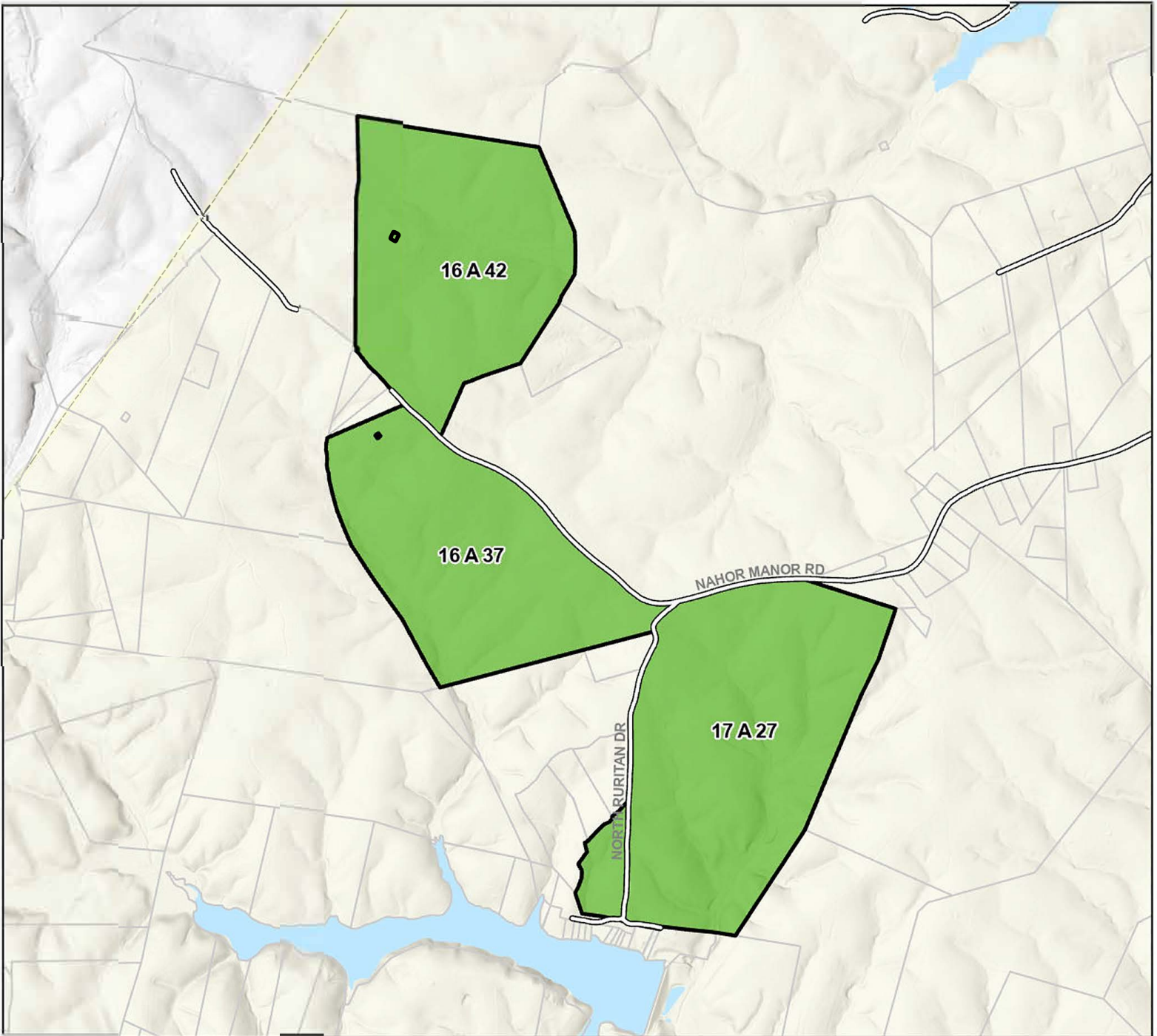


Results

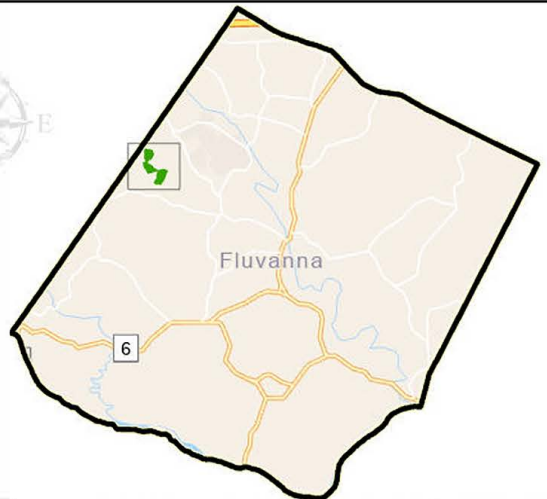
N: 3856562, E: 11518631
Lat: 37°54' 52.2", Lng: -78°22' 34.3"

Proposed AFD: Quaint Lea of Nahor

BOS2024.01.17.p.42/332



Tax Parcel	Owner	Parcel Acreage
16 A 42	VON OTTENRITTER, CINDIA	120.2
16 A 37	MORRIS IRREVOCABLE TRUST	126
17 A 27	MAYRY, KAREN L DUNN	157.9



Chapter 3.1 - AGRICULTURAL AND FORESTAL DISTRICTS

Sec. 3.1-1. - Definitions.

As used in this chapter, unless the context requires a different meaning:

Advisory committee means the agricultural and forestal districts advisory committee.

Agricultural products means crops, livestock and livestock products, including but not limited to: field crops, fruits, vegetables, horticultural specialties, cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs.

Agricultural production means the production for commercial purposes of crops, livestock and livestock products, and includes the processing or retail sales by the producer of crops, livestock or livestock products which are produced on the parcel or in the district.

Agriculturally and forestally significant land means land that has recently or historically produced agricultural and forestal products, is suitable for agricultural or forestal production or is considered appropriate to be retained for agricultural and forestal production as determined by such factors as soil quality, topography, climate, markets, farm structures, and other relevant factors.

Application means the set of items a landowner or landowners must submit to the governing body when applying for the creation of a district or an addition to an existing district.

District means an agricultural, forestal, or agricultural and forestal district.

Forestal production means the production for commercial purposes of forestal products and includes the processing or retail sales, by the producer, of forestal products which are produced on the parcel or in the district.

Forestal products includes, but is not limited to, saw timber, pulpwood, posts, firewood, Christmas trees and other tree and wood products for sale or for farm use.

Landowner or owner of land means any person holding a fee simple interest in property but does not mean the holder of an easement.

Program Administrator means the governing body or official appointed by the governing body to administer the agricultural and forestal districts program.

(Ord. 11-4-98; Ord. 11-18-15)

Sec. 3.1-2. - Enactment of ordinances; application form and fees; maps.

- (A) The governing body may, by ordinance, create one or more agricultural and forestal districts within the County in accordance with title 15.2, chapter 43 of the Code of Virginia. The zoning administrator shall, subject to the approval of the governing body, promulgate forms in substantially the form prescribed in section 15.2-4303 of the Code of Virginia. Each application submitted pursuant to this chapter shall be accompanied by a fee of \$500.00 or the costs of processing and reviewing an application, whichever is less.
- (B) Each application shall include but need not be limited to the following information:
- (1) The general location of the district;
 - (2) The total acreage in the district or acreage to be added to an existing district;
 - (3) The name, address, and signature of each landowner applying for creation of a district or an addition to an existing district and the acreage each owner owns within the district or addition;
 - (4) The conditions proposed by the applicant pursuant to section 15.2-4309 of the Code of Virginia;

- (5) The period before first review proposed by the applicant pursuant to section 15.2-4309 of the Code of Virginia; and
 - (6) The date of application, date of final action by the governing body and whether approved, modified or rejected.
- (C) The application form shall be accompanied by maps or aerial photographs, or both, that clearly show the boundaries of the proposed district and each addition and boundaries of properties owned by each applicant.
- (D) For each notice required by this chapter to be sent to a landowner; notice shall be sent by first-class mail to the last known address of such owner as shown on the application hereunder or on the current real estate tax assessment books or maps. A representative of the planning commission or governing body shall make an affidavit that such mailing has been made and file such affidavit with the papers in the case.

(Ord. 11-4-98; Ord. 5-19-10; Ord. 11-18-15)

Sec. 3.1-3. - Agricultural and forestal districts advisory committee.

Upon receipt of the first agricultural and forestal districts application, the governing body shall establish an advisory committee, which shall consist of four landowners who are engaged in agricultural or forestal production, four other landowners of the County, the commissioner of revenue, and a member of the governing body. The members of the committee shall be appointed by and serve at the pleasure of the governing body. The advisory committee shall elect a chairman and a vice-chairman and elect or appoint a secretary who need not be a member of the committee. The advisory committee shall serve without pay. The committee shall advise the planning commission and the governing body and assist in creating, reviewing, modifying, continuing or terminating districts within the County. In particular, the committee shall render expert advice as to the nature of farming and forestry and agricultural and forestal resources within the district and their relation to the entire County.

(Ord. 11-4-98)

Sec. 3.1-4. - Application for creation of district in one or more localities; size and location of parcels.

On or before November 1 of each year, any owner or owners of land may submit an application to the County for the creation of a district or addition of land to an existing district within the County. Each district shall have a core of no less than 200 acres in one parcel or in contiguous parcels. A parcel not part of the core may be included in a district if the nearest boundary of the parcel is within one mile of the boundary of the core, or if it is contiguous to a parcel in the district the nearest boundary of which is within one mile of the boundary of the core. No land shall be included in any district without the signature on the application, or the written approval of all owners thereof. A district may be located in more than one county, provided that (i) separate application is made to each county involved, (ii) each governing body approves the district, and (iii) the district meets the size requirements of this section. In the event that the governing bodies of one or more such counties disapproves the creation of a district within its boundaries, the creation of the district within Fluvanna County shall not be affected, provided that the district otherwise meets the requirements set out in this chapter. In no event shall the act of creating a single district located in two localities pursuant to this subsection be construed to create two districts.

(Ord. 11-4-98)

Sec. 3.1-5. - Criteria for evaluating application.

Land being considered for inclusion in a district may be evaluated by the advisory committee and the planning commission through the Virginia Land Evaluation and Site Assessment (LESA) System. The

following factors shall be considered by the planning commission and the advisory committee, and at any public hearing at which an application that has been filed pursuant to this chapter is being considered:

- (1) The agricultural and forestal significance of land within the district or addition and in areas adjacent thereto;
- (2) The presence of any significant agricultural lands or significant forestal lands within the district and in areas adjacent thereto that are not now in active agricultural or forestal production;
- (3) The nature and extent of land uses other than active farming or forestry within the district and in areas adjacent thereto;
- (4) Local developmental patterns and needs;
- (5) The comprehensive plan and applicable provisions of the zoning ordinance;
- (6) The environmental benefits of retaining the lands in the district for agricultural and forestal uses; and
- (7) Any other matter which may be relevant.

In judging the agricultural and forestal significance of land, any relevant agricultural or forestal maps may be considered, as well as soil, climate, topography, other natural factors, markets for agricultural and forestal products, the extent and nature of farm structures, the present status of agriculture and forestry, anticipated trends in agricultural economic conditions and such other factors as may be relevant.

(Ord. 11-4-98; Ord. 11-18-15)

State Law reference— See Code of Va., § 15.2-4303.

Sec. 3.1-6. - Review of application; notice; hearing.

Upon the receipt of an application for a district or for an addition to an existing district, the program administrator shall refer such application to the advisory committee. The advisory committee shall review and make recommendations concerning the application or modification thereof to the planning commission, which shall:

- (1) Notify, by first-class mail, adjacent property owners as shown on the maps of the County used for tax assessment purposes, and where applicable, any political subdivision whose territory encompasses or is part of the district, of the application. The notice shall contain: (i) a statement that an application for a district has been filed with the program administrator pursuant to this chapter; (ii) a statement that the application will be on file open to public inspection in the office of the County Administrator; (iii) a statement that any owner of additional qualifying land may join the application within thirty days from the date of the notice or, with the consent of the governing body, at any time before the public hearing the governing body must hold on the application; (iv) a statement that any owner who joined in the application may withdraw his land, in whole or in part, by written notice filed with the governing body, at any time before the governing body acts pursuant to Section 3.1-8 of this chapter; and (v) a statement that additional qualifying lands may be added to an already created district at any time upon separate application pursuant to this chapter;
- (2) Hold a public hearing as prescribed by law; and
- (3) Report its recommendations to the governing body including but not limited to the potential effect of the district and proposed modifications upon the County's planning policies and objectives.

(Ord. 11-4-98; Ord. 11-18-15)

State Law reference— See Code of Va., §§ 15.2-4307, 15.2-4309.

Sec. 3.1-7. - Repealed.

(Ord. 11-4-98; Ord. 11-18-15)

Sec. 3.1-8. - Hearing; creation of district; conditions; notice.

- (A) The governing body, after receiving the report of the planning commission and the advisory committee, shall hold a public hearing as provided by law, and after such public hearing, may by ordinance create the district or add land to an existing district as applied for, or with any modifications it deems appropriate.
- (B) As a condition to creation of the district, any parcel in the district shall not, without the prior approval of the governing body, be developed to any more intensive use, other than uses resulting in more intensive agricultural or forestal production, during the period which the parcel remains within the district. The following shall not be prohibited as a more intensive use, unless the governing body finds that such use in the particular case would be incompatible with farming or forestry in the district:
 - (1) Construction and placement of dwellings for persons who earn a substantial part of their livelihood from a farm or forestry operation on the same property, or for members of the immediate family of the owner; or
 - (2) Divisions of parcels for such family members as provided in Section 19-2-1 of the County Code; or
 - (3) Divisions of land into two or more lots no one of which is less than 22 acres in area.
- (C) Any conditions to creation of the district and the period before the review of the district shall be described, either in the application or in a notice sent by first-class mail to all landowners in the district and published in a newspaper having a general circulation within the district at least two weeks prior to adoption of the ordinance creating the district. The ordinance shall state any conditions to creation of the district and shall prescribe the period before the first review of the district, which shall be no less than four years but not more than ten years from the date of its creation. In prescribing the period before the first review, the governing body shall consider the period proposed in the application. The ordinance shall remain in effect at least until such time as the district is to be reviewed. In the event of annexation by a city or town of any land within a district, the district shall continue until the time prescribed for review.
- (D) The governing body shall act to adopt or reject the application, or any modification of it, no later than 180 days from November 1.
- (E) Upon the adoption of an ordinance creating a district or adding land to an existing district, the governing body shall submit a copy of the ordinance with maps to the local commissioner of the revenue, and the State Forester, and the Commissioner of Agriculture and Consumer Services for information purposes. The commissioner of the revenue shall identify the parcels of land in the district in the land book and on the tax map, and the governing body shall identify such parcels on the zoning map, where applicable and shall designate the districts on the official comprehensive plan map each time the comprehensive plan map is updated.

(Ord. 11-4-98)

Sec. 3.1-9. - Additions to a district.

Additional parcels of land may be added to an existing district at any time by following the process and application deadlines prescribed for the creation of a new district.

(Ord. 11-4-98; Ord. 11-18-15)

State Law reference— See Code of Va., § 15.2-4310.

Sec. 3.1-10. - Review of districts.

The governing body may complete a review of any district created under this section, together with additions to such district, no less than four years but no more than ten years after the date of its creation and every four to ten years thereafter. If the governing body determines that a review is necessary, it shall begin such review at least 90 days before the expiration date of the period established when the district was created. In conducting such review, the governing body shall ask for the recommendations of the advisory committee and the planning commission in order to determine whether to terminate, modify or continue the district. When each district is reviewed, land within the district may be withdrawn at the owner's discretion by filing a written notice with the governing body at any time before it acts to continue, modify or terminate the district. The planning commission or the advisory committee shall schedule as part of the review a public meeting with the owners of land within the district, and shall send by first-class mail a written notice of the meeting and review to all such owners. The notice shall state the time and place for the meeting; that the district is being reviewed by the governing body; that the governing body may continue, modify, or terminate the district; and that land may be withdrawn from the district at the owner's discretion by filing a written notice with the governing body at any time before it acts to continue, modify or terminate the district. The governing body shall hold a public hearing as provided by law. The governing body may stipulate conditions to continuation of the district and may establish a period before the next review of the district, which may be different from the conditions or period established when the district was created. Any such different conditions or period shall be described in a notice sent by first-class mail to all owners of land within the district and published in a newspaper having a general circulation within the district at least two weeks prior to adoption of the ordinance continuing the district. Unless the district is modified or terminated by the governing body, the district shall continue as originally constituted, with the same conditions and period before the next review as that established when the district was created.

If the governing body determines that a review is unnecessary, it shall set the year in which the next review shall occur.

(Ord. 11-4-98; 11-18-15)

State Law reference— See Code of Va., § 15.2-4311.

Sec. 3.1-11. - Effects of districts.

- (A) Land lying within a district and used in agricultural or forestal production shall automatically qualify for an agricultural or forestal use-value assessment pursuant to article 4 (section 58.1-3229 et seq.) of chapter 32 of title 58.1 of the Code of Virginia, if the requirements for such assessment contained therein are satisfied.
- (B) The County shall not exercise any of its powers to enact local laws or ordinances within a district in a manner which would unreasonably restrict or regulate farm structures or farming and forestry practices in contravention of the purposes of this chapter unless such restrictions or regulations bear a direct relationship to public health and safety. The comprehensive plan and zoning and subdivision ordinances shall be applicable within said districts, to the extent that such ordinances are not in conflict with the conditions to creation or continuation of the district set forth in the ordinance creating or continuing the district or the purposes of this chapter. Nothing in this chapter shall affect the authority of the County to regulate the processing or retail sales of agricultural or forestal products, or structures therefor, in accordance with the comprehensive plan or any ordinance. Ordinances, comprehensive plans, land use planning decisions, administrative decisions and procedures

affecting parcels of land adjacent to any district shall take into account the existence of such district and the purposes of this chapter.

- (C) No special district for sewer, water or electricity or for nonfarm or nonforest drainage may impose benefit assessments or special tax levies on the basis of frontage, acreage or value on land used for primarily agricultural or forestal production within a district, except a lot not exceeding one-half acre surrounding any dwelling or nonfarm structure located on such land.

(Ord. 11-4-98)

Sec. 3.1-12. - Proposals as to land acquisition or construction within district.

- (A) Any agency of the Commonwealth or any political subdivision which intends to acquire land or any interest therein other than by gift, devise, bequest or grant, or any public service corporation which intends to: (i) acquire land or any interest therein for public utility facilities not subject to approval by the State Corporation Commission, provided that the proposed acquisition from any one farm or forestry operation within the district is in excess of one acre or that the total proposed acquisition within the district is in excess of ten acres or (ii) advance a grant, loan, interest subsidy or other funds within a district for the construction of dwellings, commercial or industrial facilities, or water or sewer facilities to serve nonfarm structures, shall at least 90 days prior to such action notify the governing body and all of the owners of land within the district. Notice to landowners shall be sent by first-class or registered mail and shall state that further information on the proposed action is on file with the governing body. Notice to the governing body shall be filed in the form of a report containing the following information:
- (1) A detailed description of the proposed action, including a proposed construction schedule;
 - (2) All the reasons for the proposed action;
 - (3) A map indicating the land proposed to be acquired or on which the proposed dwellings, commercial or industrial facilities, or water or sewer facilities to serve nonfarm structures are to be constructed;
 - (4) An evaluation of anticipated short-term and long-term adverse impacts on agricultural and forestal operations within the district and how such impacts are proposed to be minimized;
 - (5) An evaluation of alternatives which would not require action within the district; and
 - (6) Any other relevant information required by the governing body.
- (B) Upon receipt of a notice filed pursuant to subsection A, the governing body, in consultation with the planning commission and the advisory committee, shall review the proposed action and make written findings as to (i) the effect the action would have upon the preservation and enhancement of agriculture and forestry and agricultural and forestal resources within the district and the policy of the Agricultural and Forestal Districts Act; (ii) the necessity of the proposed action to provide service to the public in the most economical and practical manner; and (iii) whether reasonable alternatives to the proposed action are available that would minimize or avoid any adverse impacts on agricultural and forestal resources within the district.
- (C) If the governing body finds that the proposed action might have an unreasonably adverse effect upon either state or local policy, it shall (i) issue an order within 90 days from the date the notice was filed directing the agency, corporation or political subdivision not to take the proposed action for a period of 150 days from the date the notice was filed and (ii) hold a public hearing, as prescribed by law, concerning the proposed action. The hearing shall be held where the governing body usually meets or at a place otherwise easily accessible to the district. The County shall publish notice in a newspaper having a general circulation within the district, and mail individual notice of the hearing to the political subdivisions whose territory encompasses or is part of the district, and the agency, corporation or political subdivision proposing to take the action. Before the conclusion of the 150-day period, the governing body shall issue a final order on the proposed action. Unless the governing

body, by an affirmative vote of a majority of all the members elected to it, determines that the proposed action is necessary to provide service to the public in the most economic and practical manner and will not have an unreasonably adverse effect upon state or local policy, the order shall prohibit the agency, corporation or political subdivision from proceeding with the proposed action. If the agency, corporation or political subdivision is aggrieved by the final order of the governing body, an appeal shall lie to the circuit court having jurisdiction of the territory wherein a majority of the land affected by the acquisition is located. However, if such public service corporation is regulated by the State Corporation Commission, an appeal shall be to the State Corporation Commission.

(Ord. 11-4-98)

Sec. 3.1-13. - Withdrawal of land from a district; termination of a district.

- (A) At any time after the creation of a district within the County, any owner of land lying in such district may file with the County a written request to withdraw all or part of his land from the district for good and reasonable cause. The program administrator shall refer the request to the advisory committee for its recommendation. The advisory committee shall make recommendations concerning the request to withdraw to the local planning commission, which shall hold a public hearing and make recommendations to the governing body. Land proposed to be withdrawn may be reevaluated through the Virginia Land Evaluation and Site Assessment (LESA) System. The landowner seeking to withdraw land from a district, if denied favorable action by the governing body, shall have an immediate right of appeal de novo to the circuit court serving the territory wherein the district is located. This section shall in no way affect the ability of an owner to withdraw an application for a proposed district or withdraw from a district pursuant to subsection (iv) of subdivision (1) of Section 3.1-6 or Section 3.1-10 of this chapter.
- (B) Upon termination of a district or withdrawal or removal of any land from a district created pursuant to this chapter, land that is no longer part of a district shall be subject to roll-back taxes as are provided in section 58.1-3237 of the Code of Virginia.
- (C) Upon termination of a district or upon withdrawal or removal of any land from a district, land that is no longer part of a district shall be subject to those local laws and ordinances prohibited by the provisions of subsection B of Section 3.1-11 of this chapter.
- (D) Upon the death of a property owner, any heir at law, devisee, surviving cotenant or personal representative of a sole owner of any fee simple interest in land lying within a district shall, as a matter of right, be entitled to withdraw such land from such district upon the inheritance or descent of such land provided that such heir at law, devisee, surviving cotenant or personal representative files written notice of withdrawal with the governing body and the commissioner of the revenue within two years of the date of death of the owner.
- (E) Upon termination or modification of a district, or upon withdrawal or removal of any parcel of land from a district, the governing body shall submit a copy of the ordinance or notice of withdrawal to the local commissioner of revenue, the State Forester and the State Commissioner of Agriculture and Consumer Services for information purposes. The commissioner of revenue shall delete the identification of such parcel from the land book and the tax map, and the governing body shall delete the identification of such parcel from the zoning map, where applicable.
- (F) The withdrawal or removal of any parcel of land from a lawfully constituted district shall not in itself serve to terminate the existence of the district. The district shall continue in effect and be subject to review as to whether it should be terminated, modified or continued pursuant to Section 3.1-10 of this chapter.

(Ord. 11-4-98; Ord. 11-18-15)



MEMORANDUM

Date: December 29, 2023
From: Valencia Porter
To: Douglas Miles
Subject: APO Memo Complete

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the January 17, 2024 Planning Commission meeting.



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2024-01-17 p.51/332
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

PUBLIC HEARING NOTICE

December 29, 2023

RE: Creation of a New Agricultural and Forestal District, Quaint Lea Nahor

This is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on:

Meeting: Board of Supervisors Regular meeting

Date: **Wednesday, January 17 at 7:00 pm**

Location: Carysbrook Performing Arts Center
8880 James Madison Highway Fork Union, VA 23055

AFD 23:01 Quaint Lea Nahor – A request to create an Agricultural and Forestal District in the A-1, Agricultural, General District under §3.1-4 on 404 +/- acres and known as Tax Map 16 Section A Parcels 37 and 42; Tax Map 17 Section A Parcel 27. These parcels are generally located on the north and south sides of Nahor Manor Road (SR 636) and east of North Ruritan Drive in the Rural Residential Planning Area and Cunningham Election District.

The regular meeting of the Board of Supervisors will be in person and instructions for public participation during the meeting will be made available on the Fluvanna County website. Interested persons may submit written comments prior to the scheduled public hearing to planning@fluvannacounty.org or call 434-591-1910, between 8:00 am and 5:00 pm, Monday – Friday or visit the County Administration Building at 132 Main Street Palmyra, VA 22963.

Pursuant to Fluvanna County Code Section 3.1-6, the following information is hereby provided to adjacent parcel owners:

- I. This application has been filed with the AFD program administrator and has been referred to the Fluvanna County Planning Commission by the AFD Advisory Committee.
- II. The application will be on file open to public inspection in the office of the County Administrator.
- III. Any owner of additional qualifying land may join the application within thirty days from the date of this notice or, with the consent of the Board of Supervisors, at any time before the required public hearing that the Board of Supervisors must hold on the application.
- IV. Any owner who joined in the application may withdraw his or her land, in whole or in part, by written notice filed with the Board of Supervisors at any time before the Board of Supervisors acts pursuant to County Code Section 3.1-8.
- V. Additional qualifying lands may be added to an already created district at any time upon separate application pursuant to County Code Section 3.1.

Sincerely,

Douglas Miles

Douglas Miles, AICP, CZA
Community Development Director

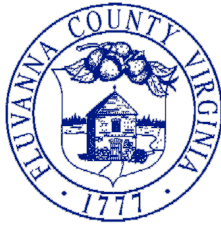
Attachment: Map

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

TAB H

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	SUP 23:10 Antioch Baptist Church				
MOTION(s):	I move that the Board of Supervisors (approve / deny / defer) SUP 23:10, a request to permit a daycare center with respect to 9.3 ± acres of Tax Map 26 Section A Parcel 15 with the three conditions as described in the staff report.				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Jason Overstreet, Senior Planner				
PRESENTER(S):	Jason Overstreet, Senior Planner				
RECOMMENDATION:	Planning Commission recommended approval at their December 12 th meeting.				
TIMING:	Normal				
DISCUSSION:	<p>SUP 23:10 Antioch Baptist Church – A Special Use Permit request in the A-1, Agricultural, General District to operate a Daycare center under §22-4-2.2 on 9.3 ± acres and known as Tax Map 26 Section A Parcel 15. The existing church is located at 4422 Antioch Road and it is located in the Rural Preservation Area and Cunningham Election District.</p> <p>Antioch Baptist Church is requesting a special use permit in order to operate a daycare center that may provide childhood educational and pre-school services for up to 37 children, ages 6 months to 5 years of age. The applicant proposes to use 6 classrooms of their worship center to offer daily daycare services from 7:00 a.m. through 6:00 p.m.</p> <p>Staff has confirmed that the required A3/E (A3/E – Assembly/Education Occupancy Classification) occupancy permit will be issued by the Building Official, and that the proposed classrooms meet the code requirements necessary to operate the center. Exterior doors to provide direct access to the outside of the building have been added to the classrooms and ADA door fixtures will be installed.</p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	This request was heard by the Planning Commission December 12, 2023 at which a public hearing was conducted.				

ENCLOSURES:	SUP Staff Report with application package				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					Planning Commission



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2024-01-17 p.57/332
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

Board of Supervisors Staff Report

To: Fluvanna County Board of Supervisors
Case: SUP 23:10 Antioch Baptist Church

From: Jason Overstreet, Senior Planner
District: Cunningham Election District

General Information: This Special Use Permit (SUP) request is to be heard by the Board of Supervisors on Wednesday, January 17, 2023 at 7:00 pm at the Carysbrook Performing Arts Center

Applicant: Antioch Baptist Church

Representative: Pastor Dave Vogt

Requested Action: **SUP 23:10 Antioch Baptist Church** – A Special Use Permit request in the A-1, Agricultural, General District to operate a Daycare center under §22-4-2.2 on 9.3 ± acres and known as Tax Map 26 Section A Parcel 15. The existing church is located at 4422 Antioch Road and it is located in the Rural Preservation Area and Cunningham Election District.

Existing Zoning: A-1, Agricultural, General

Existing Land Use: Antioch Baptist Church

Planning Area: Rural Preservation Planning Area

Adjacent Land Use: The surrounding area is zoned A-1, Agricultural, General

Comprehensive Plan:

The Comprehensive Plan designates this property as within the Rural Preservation Planning Area. According to this chapter, "The rural preservation areas are intended to be the least developed areas of the county" along with rural land uses that support the rural quality of life. The Comprehensive Plan recommends that development within Rural Preservation areas preserve the character of the area and promote economic development. Accordingly, "Some additional commercial services for the convenience of those living out in the country are appropriate and may be considered if these uses are designed and arranged to complement the rural character of the area and its surrounding uses." These uses are encouraged around existing communities, such as the Antioch area, and landowners in and around these planning areas

should be given the opportunity to pursue options that will supplement or provide income and may provide additional employment opportunities to the surrounding community. The daycare center may provide employment opportunities to those who reside in Fluvanna County. It will provide a needed daycare service to the residents in the area and in the overall Scottsville market.

Technical Review Committee:

1. The Fluvanna County Environmental Health Department provided these comments:

Antioch Baptist Church is served by well and septic.

- Septic System
 - The septic is old and under sized and the only operating permit filed with BHRD is for 70 gallons per day.
 - Antioch Baptist hired Enviro-Klean Co. and Arthur Septic to evaluate current system and design a new system. See attached report.
 - Antioch Baptist has also filled a Letter of Intent with BHRD. See attached letter.
 - Both of theses submitted document has satisfied the BRHD to conduct an Environmental Sanitation Inspection so Antioch Baptist can submit to Department of Education for Day-care licenses
 - Site visit was made drain-field was walked no signs of failure.
- Drinking Water Well
 - Antioch Baptist is pursuing an operating permit through the Office of Drinking Water-VDH
 - Operating permit must be issued before day-care can open.

No food service will be provided therefore no food service permit will be needed.

2. The Building Official stated he is prepared to issue the necessary A3/E certificate of occupancy required for operation of the facility once ADA door handles are added to the newly installed exterior doors that were required for this use.

Planning Analysis:

Antioch Baptist Church is requesting a special use permit in order to operate a daycare center that may provide childhood educational and pre-school services for up to 37 children, ages 6 months to 5 years of age. The applicant proposes to use 6 classrooms of their worship center to offer daily daycare services from 7:00 a.m. through 6:00 p.m.

Staff has confirmed that the required A3/E occupancy permit will be issued by the Building Official, and that the proposed classrooms meet the code requirements necessary to operate the center. Exterior doors to provide direct access to the outside of the building have been added to the classrooms and ADA door fixtures will be installed.

The Virginia Department of Health has determined that the existing septic system is under sized and will need to be upgraded or replaced in order to process the increased daily water use. The

applicant has provided a signed letter of intent to replace the existing septic system by January 2026. The applicant has also had the existing system evaluated by Enviro-Klean Co. who has made upgrades to the existing system and installed a water meter. Based on their evaluation, Enviro-Klean recommends approval for a daycare facility limited to 39 children and 8 adults.

When evaluating proposed uses for a special use permit, in addition to analyzing the potential adverse impacts of the use, staff utilizes two (2) general guidelines for evaluation as set forth in the zoning ordinance.

First, the proposed use should not tend to change the character and established pattern of the area or community.

The church has been located in the Antioch area for more than eighty years and is an anchoring component of the community. The increase to local traffic will be negligible and the additional noise that may be generated will be minimal, therefore it does not appear that the established rural pattern of the community would be altered or changed.

Second, the proposed use should be compatible with the uses permitted by right in that zoning district and shall not adversely affect the use/or value of neighboring property.

The daycare center is compatible with existing by right civic and commercial uses which are very limited in the A-1 zoning district. The surrounding land use is low density residential and should not be adversely affected by the proposed daycare use.

Planning Commission

The Planning Commission heard this request and held a public hearing at their December 12th meeting. They voted 5-0 to recommend approval with conditions to the Board of Supervisors.

Conclusion:

The Board of Supervisors should consider any potential adverse impacts to the surrounding community, such as traffic entering and exiting the property, noise, or potential visual impacts to adjacent properties. The daycare center will provide a needed service to the residents in this area of the county who have indicated their support of the Daycare use as indicated by the letters of support found within the application packet.

Recommended Conditions

If approved, Staff recommends the following three conditions:

1. Daycare center hours of operation shall be 7:00 am to 6:00 pm, Monday through Friday.
2. The Board of Supervisors, or representative, reserves the right to inspect the business for compliance with these conditions at any time.

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

Suggested Motion:

I move that the Board of Supervisors (approve / deny / defer) SUP 23:10, a request to permit a Daycare center with respect to 9.3 ± acres of Tax Map 26 Section A Parcel 15 with the three conditions as described in the staff report.



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BOS2024-01-17 p.61/332

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

OCT 30 2023

Application for Special Use Permit (SUP)

Fluvanna County

Owner of Record: Antioch Baptist Church Applicant of Record: Antioch Baptist Church

Address: 4422 Antioch Road Scottsville, VA 24590 Address: 4422 Antioch Road Scottsville, VA

Phone: (434) 286-6315 Fax: Phone: (434) 286-6315 Fax:

Email: office@antiochva.org Email: office@antiochva.org

Representative: David Vogt Pastor

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

Address: 2633 Antioch Road

Phone: (434) 960-7613 Fax:

Email: pastordave@antiochva.org

If property is in an Agricultural Forestal District, or Conservation Easement, please list information here:

Tax Map and Parcel(s) Mag # 26 A15 / Plat 985-228

Acreeage 9.295 Zoning A-1

Deed Book and Page: 985 pg. 228

Location of Parcel: PLAT 985-228 4422 Antioch Road

If any Deed Restrictions, please attach a copy

Request for an SUP for the purpose of: Daycare in current worship center

*Ten copies of a sketch plan (8.5x11 inches or 11x17 inches) must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the board of Supervisors during the normal discharge of their duties in regard to this request and acknowledges that county employees will make regular inspections of the site.

AMANDA MAUER
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES OCT. 31, 2025
COMMISSION # 7940013

Date: 10/26/23 Signature of Owner/Applicant: [Signature]
Subscribed and sworn to before me this 26th day of October, 2023

Notary Public: [Signature] Register # 7940013

My commission expires: October 31, 2025

AMANDA MAUER
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES OCT 31, 2025
COMMISSION # 7940013

Certification: Date: _____

Office Use Only

Date Received: 10/30/2023 Pre-Application Meeting: _____ PH Sign Deposit Received: 10/30/2023 Application #: SUP 23-10

\$800.00 fee plus mailing costs paid: check 6530 Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail

Amendment of Condition: \$400.00 fee plus mailing costs paid: _____

Telecommunications Tower fee plus mailing costs paid: _____ Telecom Consultant Review fee paid: _____

Election District: Cunningham Planning Area: Rural Preservation

Public Hearings

Planning Commission Board of Supervisors

Advertisement Dates: _____ Advertisement Dates: _____

APO Notification: _____ APO Notification: _____

Date of Hearing: _____ Date of Hearing: _____

Decision: _____ Decision: _____

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Commonwealth of Virginia
County of Fluvanna
Public Hearing Sign Deposit

OCT 30 2023
Fluvanna County
Planning Dept

Name: Antioch Baptist Church
Address: 4422 Antioch Road
City: Scottsville
State: VA Zip Code: 24590

I hereby certify that the sign issued to me is my responsibility while in my possession. Incidents which cause damage, theft, or destruction of these signs will cause a partial or full forfeiture of this deposit.

[Signature] Pastor 10/26/23
Applicant Signature Date

*Number of signs depends on number of roadways property adjoins.

OFFICE USE ONLY	
Application #: BZA _____ :	CPA _____ : SUP _____ : ZMP _____ : ZTA _____ :
\$90 deposit paid per sign*:	Approximate date to be returned:

Describe briefly the **improvements** proposed. State whether new buildings are to be constructed, existing buildings are to be used, or additions made to existing buildings.

NECESSITY OF USE: Describe the reason for the requested change.

PROTECTION OF ADJOINING PROPERTY: Describe the effects of the proposed use on adjacent property and the surrounding neighborhood. What protection will be offered adjoining property owners?

ENHANCEMENT OF COUNTY: Why does the applicant believe that this requested change would be advantageous to the County of Fluvanna? (Please substantiate with facts.)

PLAN: Furnish plot plan showing boundaries and dimensions of property, width of abutting right-of-ways, location and size of buildings on the site, roadways, walks, off-street parking and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and may be required with the application.

Remarks:

Commonwealth of Virginia

County of Fluvanna

Special Use Permit Checklist

The following information shall be submitted with the application and is to be provided by the applicant for the processing of the application:

Applicant must supply	Staff Checklist
Completed Special Use Permit signed by the current owner(s) or lessee or written confirmation from the current owner or lessee granting the right to submit the application	
Ten (10) copies of a Site Plan for any expansion or new construction Include: <ul style="list-style-type: none"> • Plot plan or survey plat at an appropriate scale • Location and dimension of existing conditions and proposed development • <i>Commercial and Industrial Development:</i> parking, loading, signs, lighting, buffers and screening • Copy of the Tax Map showing the site (preferred) • General Location Map (preferred) 	
Supporting photographs are not required, but suggested for evidence	

All maps and plans submitted are to be either 8.5"x 11" or 11"x 17". One original of any size may be for staff use at the public hearing.

Staff Only	Staff Checklist
Preliminary review by planning staff for completeness and content: <ul style="list-style-type: none"> • Technical Review Committee review and comment • Determine all adjacent property owners • Placed as a Public Hearing on the next available agenda of the Planning Commission. 	
Notification of the scheduled Public Hearing to the following: <ul style="list-style-type: none"> • Applicant • All adjacent property owners • Local Newspaper advertisement 	
Staff Report to include, but not be limited to: <ul style="list-style-type: none"> • General information regarding the application • Any information concerning utilities or transportation • Consistency with good planning practices • Consistency with the comprehensive plan • Consistency with adjacent land use • Any detriments to the health, safety and welfare of the community. 	

The Special Use Permit application fee is made payable to the **County of Fluvanna**.

Meetings for the processing of the application

Applications must be submitted by the first working day of the month to have the process start that month. Applications received after the first working day will have the process start the following month.

Process:

1. Placed on next available Technical Review Committee Agenda.
2. Placed as a Public Hearing on the next available agenda of the Planning Commission the following month. Staff Report and Planning Commission recommendation forwarded to the Board.
3. Placed as a Public Hearing on the next available agenda of the Board of Supervisors (usually the same month as the Planning Commission).

Applicant or a representative must appear at the scheduled hearings.

The Technical Review Committee provides a professional critique of the application and plans. The Planning Commission may recommend to the Board of Supervisors: approval; approval subject to resubmittal or correction; or denial of the special use permit.

Board Actions

After considering all relevant information from the applicant and the public, the Board will deliberate on points addressed in the Staff Report.

The Board may approve; deny; or defer the request pending further consideration; or remand the case back to the Planning Commission for further consideration.

With **approval**, the development may proceed.

If **denied**, an appeal to the Courts may be prescribed by law

No similar request for a Special Use Permit for the same use at the same site may be made within one year after the denial.

RECEIVED

OCT 30 2023

Fluvanna County
Planning Dept



4422 Antioch Road, Scottsville, Virginia 24590 | www.antiochva.org | 434.286.6315

SPECIAL USE PERMIT | SUPPLEMENTAL INFORMATION

We are making this request for our Worship Center at 4422 Antioch Road, Scottsville, VA 24590. Our proposal is to use 6 classrooms for the purpose of providing early childhood education and preschool services for 37 children ages 6 months – 5 years of age from 7:00am – 6:00pm.

Currently our Certificate of Occupancy is Use Group A3. We are in Zone A-1. Our proposal is to offer educational services to our community on a daily basis all year. We are applying for a A3/E Certificate of Occupancy and have made all necessary changes addressed by Andy Wills in his inspection. Now, we would like to be granted this Special Use Permit so that we can complete the Certificate of Occupancy application process.

There are no intended effects to adjacent property or surrounding neighborhoods. There should be no significant increase in traffic or noise level associated with children on the premises. There will be a welcomed increase in activity in our Worship Center during the week, but it will be minimum.

Based on birth rates and waiting lists, this community desperately needs more quality childcare. Working parents need a safe place to leave their most precious gifts. Preschoolers and toddlers need to be prepared for the elementary school environment. And we've conducted enough interviews with qualified candidates to know that people in this county need jobs. This is our attempt to address these needs.

David Vogt, Lead Pastor

10/24/23

Date



ANTIOCH BAPTIST CHURCH
4422 ANTIOCH RD
SCOTTSVILLE, VA 24590

6530
68-426/514

BOS2024-01-17 p.67/332

10-28-23
Date

PAY to the order of Fluvanna County \$ 800.00
Eight hundred and 00/100 Dollars

Photo Safe Deposit®
Details on back

BB&T BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

For ACA permit Signature Melissa Japcott MP

⑆05 1404 260⑆0000 25 2 144099⑆06530

Herford Office

ANTIOCH BAPTIST CHURCH
4422 ANTIOCH RD
SCOTTSVILLE, VA 24590

6531
68-426/514

10-28-23
Date

PAY to the order of Fluvanna County \$ 90.00
Ninety and 00/100 Dollars

Photo Safe Deposit®
Details on back

BB&T BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

For ACA sign Signature Melissa Japcott MP

⑆05 1404 260⑆0000 25 2 144099⑆06531

Herford Office

Antioch Rd

637

Rolling Rd S

620

Antioch Baptist Church

Antioch Baptist Church Cemetery



Fluvanna County Planning Commission
P.O. Box 540
132 Main Street
Palmyra, VA 22963

Dear Members,

As residents of Fluvanna County, we are writing this letter to express our full support for granting Antioch Christian Academy a Special Use Permit for the planned daycare and preschool within Antioch Baptist Church.

We kindly ask that you consider the significant childcare needs of current and future parents of young children in this continuously growing community and support the approval of this Special Use Permit.

We thank you for your time and dedication to our community and appreciate your support of Antioch Christian Academy.

Sincerely,

An M (Amanda Mauck)

Kimberly Draper

Scott Wright

Robert [unclear]

R. [unclear]

Fluvanna County Planning Commission
P.O. Box 540
132 Main Street
Palmyra, VA 22963

Dear Members,

I am writing this letter to express my full support for granting Antioch Christian Academy a Special Use Permit for the planned daycare and preschool within Antioch Baptist Church.

As a parent in the Fluvanna community and a local childcare center administrator, I can attest to the dire need of more childcare options for parents in our area. At my previous center, we had well over 100 families on our waitlists for children ages newborn to five years of age, over 75% of which were for children under the age of two years old. I spoke to numerous parents every week that were desperately seeking care for their young children and were waitlisted everywhere they had called. Many parents expressed to me that they would have to turn down job opportunities or put their child(ren) in a childcare situation that they weren't confident in or comfortable with simply because they had no other options.

The need for more childcare centers for our current population is already severe, but an increase in housing developments and population growth is happening every week. Our community not only needs Antioch Christian Academy, but numerous other childcare centers as well.

As the slated Director of Antioch Christian Academy, I can say with full confidence that the program we are building will provide a service to the community that stems well beyond high-quality daily childcare needs. Our goal is to provide emotional, physical, and spiritual support to the entire family of the children enrolled in our program. Antioch Baptist Church has always prioritized ministering to entire family units from the youngest member of the family to the oldest.

I thank you for your service to Fluvanna residents and appreciate your support of Antioch Christian Academy's mission to serve residents as well!

Sincerely,

Dorothy J. Houchens

Dorothy J. Houchens
Director, Antioch Christian Academy

Dear Fluvanna County Board of Supervisors,

My name is Sarah Carter and I am writing this letter requesting your support of the special use permit for Antioch Baptist Church so that they can open Antioch Christian Academy. I am a member of Antioch Baptist Church as well as a mother who would be sending her child to the future Antioch Christian Academy.

Safe, nurturing, and affordable childcare is a huge need in Fluvanna and all surround areas. There is a childcare shortage/crisis and there are not enough spaces for families to find reliable care in order for parents to be able to work. The opening of Antioch Christian Academy would meet a major need for the community and allow families to have affordable care, which allows them to work and build financial stability as well as the local economy. The opening of the academy would also provide employment to several teachers, which would likely be individuals who live in Fluvanna County.

This church has an active committee and board who are involved in the planning and implementation of the academy. There is already sufficient space and structure for the school to be successful. I have no doubts that this school would thrive and be an asset to the community.

Thank you for considering this special use permit and I request that you approve the permit and support Antioch Baptist Church as they take steps to support the county in a much needed way.

Warmly,

A handwritten signature in black ink that reads "Sarah Carter". The signature is written in a cursive, flowing style.

Sarah Carter

To whom it may concern at the Fluvanna County Planning Commission and Fluvanna County Board of Supervisors,

I am writing as a prospective future family of Antioch Christian Academy in support of their permit being approved as quickly as possible and the school to be able to open as soon as possible. The Scottsville area is in dire need of childcare options. Our family alone has been on waitlists for current childcare options that are appropriate and affordable for our 2 parent working family for over a year.

Thank you for your time and consideration,

Sincerely,

McKenzie Marshall

McKenzie Marshall and Family

Dear Board of Supervisors,

I just wanted to express the need that has been brought to our attention at Antioch Baptist Church. Since this has been noticed, as a member of the church, I have been contacted by many community members, church members, surrounding counties, and a county employee asking when we are going to open, since most if not all daycares/preschools are full or at compacity and/or the parents want a faith-based school.

As the county continues to grow the need for a faith-based, safe, loving, and affordable daycare/preschool grows also. Antioch Christian Academy and Antioch Baptist Church will fulfill that need while providing jobs to those who are seeking and are qualified.

Thank you for your time and God bless,

A handwritten signature in cursive script that reads "Jessica Partusch". The signature is written in dark ink and is positioned above the printed name.

Jessica Partusch

Dear Fluvanna Funding Commission,

I'm writing to offer my heartfelt support for Antioch Baptist Church and the proposed Antioch Christian Academy. As someone who has directly witnessed the demand for and scarcity of high-quality childcare options for our children I can personally attest to the urgent need for this project in our community. Please grant the opening of this school as we have another child on the way and providing a safe, reliable & supportive environment for the generations to come is essential to me and this community.

Thank you for your time and consideration.

Heather Bielke

[Redacted]

[Redacted]

A handwritten signature in cursive script that reads "Heather Bielke". The signature is written in black ink and is positioned below the redacted contact information.

Dear Fluvanna Planning Commission,

I'm writing to show my support for Antioch Christian Academy. I live in Fluvanna County and believe that Antioch Christian Academy will benefit my community.

Antioch will provide families a school option that includes academics as well as essential values such as safety, community, fun, and personal growth. This program, I feel, will benefit our pupils and produce contributing citizens.

I support the approval of Antioch Christian Academy to serve our community's children and parents. I value the mission and approach of Antioch Christian Academy and I would be pleased to see a school of choice in the community.

Thank you,

Brandon Bossieux



A handwritten signature in black ink, appearing to be 'BK', with a long horizontal line extending to the right.

To whom it may concern,

I am writing to express my support for Antioch Christian Academy. We are in great need of a wonderful Christian program for our children, which Antioch Christian Academy is working diligently to provide for our community. The program they have been working to implement, is founded on everything my family and many other families in the area values and desires in a childcare program. With the many hurdles they have faced, they have remained focused on creating this school. There are many families praying for this school to open. Please allow them to continue moving forward with the necessary permits. Our children and community will be greatly impacted by this program.

All the Best,
Kristen Bunch



Elaine Taylor

[REDACTED]
Palmyra, VA 22963

[REDACTED]
November 30, 2023

To Whom it may concern:

We are writing this letter with great enthusiasm and wholehearted support for the establishment of Antioch Christian Academy , a Christian school that embodies the values and principles of a Christ-centered life. As a member of our community and a firm believer in the importance of quality education rooted in Christian values, We are convinced that the creation of this school will contribute significantly to the spiritual and academic growth of our children. The necessity for child care in our community is no secret and the necessity for quality, Christian based childcare is even higher for children of all ages.

In a world that often presents conflicting ideologies and challenges to the Christian way of life, it is crucial to provide our children with an environment that fosters a strong foundation in both faith and education. Antioch Christian Academy promises to be a haven where young minds can flourish academically while being nurtured in a community of shared beliefs and moral values.

We believe that the establishment of Antioch Christian Academy will serve as a beacon of light, guiding our youth towards a path of righteousness and wisdom. The integration of Christian principles into the curriculum will not only equip students with knowledge but also instill in them a sense of purpose, compassion, and ethical responsibility.

Moreover, the nurturing of a close-knit Christian community within the school will offer a supportive network for both students and their families. The relationships formed in such an environment will undoubtedly contribute to the overall well-being and spiritual growth of all involved.

We are confident that the dedicated individuals who have taken on the responsibility of bringing Antioch Christian Academy to fruition have the vision, passion, and commitment required to make it a resounding success. Their leadership and the

support of the community will undoubtedly lead to the development of well-rounded individuals who are not only academically proficient but also grounded in their Christian faith.

In conclusion, we wholeheartedly endorse the establishment of Antioch Christian Academy and am excited about the positive impact it will have on the lives of our children and the broader community. May this endeavor be blessed abundantly, and may Antioch Christian Academy become a shining example of the values we hold dear.

Thank you for your time and consideration.

Sincerely,

Lanie and Brandon Taylor



Letter

1 message

Jessica Partusch [REDACTED]

Fri, Dec 1, 2023 at 11:16 AM

To: Amanda Mauck [REDACTED]

To whom it may concern,

I wanted to address the need for an affordable, christian daycare and preschool program in Fluvanna County. As a long time resident there are very few christian daycares and preschools, or any daycares and preschools in general in this county. As the county proceeds to grow the need and want is there for a faith-based daycare and preschool.

As a mission of Antioch Baptist Church, we want to provide a safe and loving environment for the children of this community. It is time to bring God back into the school and curriculum.

Thank you for your time,

Tammy Clements



Amanda Mauck <office@antiochva.org>

(no subject)

Fri, Dec 1, 2023 at 8:44 AM

Fluvanna County Board,

To find a day care for infant's is very difficult. The waiting list are either very long or it is not affordable. My son and his wife want our grandson to be in a loving, Christian environment. The Antioch Christian Academy will provide that. We are members at Antioch and have found there is a need for affordable childcare for infants. We would appreciate it if you would approve our application so we can open our day care and begin providing this much needed child care option. I would like to know my grandson is being well cared for in a safe place and Antioch will provide that.

Thank you

Wanda Pace



Amanda Mauck <office@antiochva.org>

Antioch Christian Academy

1 message

Fri, Dec 1, 2023 at 8:50 AM

[REDACTED]

I do support the use of the Sunday School rooms at Antioch for the Day Care.
Signed: Sherron V. Pace



Amanda Mauck <adshreves@gmail.com>

Support of Antioch Christian Academy

1 message

susie Lawhorne [REDACTED]

Fri, Dec 1, 2023 at 10:36 AM

To: "[REDACTED]"

Cc: Kayla Lawhorne [REDACTED]

Dear Fluvanna Planning Commission,

I am writing to you in support of Antioch Christian Academy. I feel this will be a valuable asset to our community. Our mission of our Church is to **LOVE, CONNECT, GO, and GROW**. We have many outreach programs; HOPE for Appalachia Boxes and Operation Christmas Child to name a couple. These outreach ministries are an important part of our community as we can give back to others that are less fortunate in other parts of our country and the world with essential items such as socks, toothpaste, toothbrushes, and small toys. Things that we tend to take for granted that these children will cherish for years to come. Now it is time for our Church to give back to our growing community and offer this wonderful program to our children. Some of our core values are that we are a **Christ Centered Church**. We want to model Jesus to our children and bring them to a closer relationship with Jesus Christ. Another core value at Antioch is that we are a **Family Friendly Church**. With Antioch Christian Academy, we are a church that will have activities and programs designed for children of all ages. What a wonderful way that we can serve our children that is right here in our community.

My newborn grandson is enrolled in Antioch Christian Academy. I believe this is where he will grow and flourish in his faith and studies as he gets older. I would not want him to be anywhere else. It is my hope and prayer that the Fluvanna County Board of Supervisors will approve the permit request for Antioch Christian Academy. Thank you for your time.

Respectfully,

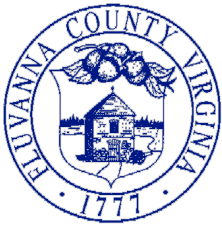
Susie Lawhorne



MEMORANDUM

Date: December 1, 2023
From: Valencia Porter
To: Douglas Miles
Subject: APO Memo Complete

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the December 12, 2023 Planning Commission meeting.



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2024-01-17 p.84/332
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

PUBLIC HEARING NOTICE

December 29, 2023

SUP 23:10 Antioch Baptist Church – Special Use Permit Daycare Center

This is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on:

Meeting: Board of Supervisors Regular meeting
Date: **Wednesday, January 17, 2024 at 7:00 pm**
Location: Carysbrook Performing Arts Center
8880 James Madison Highway Fork Union, VA 23055

SUP 23:10 Antioch Baptist Church – A Special Use Permit request in the A-1, Agricultural, General District to operate a Daycare center under §22-4-2.2 on 9.3 +/- acres and known as Tax Map 26 Section A Parcel 15. The existing church is located at 4422 Antioch Road and it is located in the Rural Preservation Area and Cunningham Election District.

The regular meeting of the Board of Supervisors will be in person and instructions for public participation during the meeting will be made available on the Fluvanna County website. Interested persons may submit written comments prior to the scheduled public hearing to planning@fluvannacounty.org or call 434-591-1910, between 8:00 am and 5:00 pm, Monday – Friday or visit the County Administration Building at 132 Main Street Palmyra, VA 22963.

Sincerely,

Douglas Miles

Douglas Miles, AICP, CZA
Community Development Director



FAMILY HANDBOOK

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WELCOME!

Welcome to Antioch Christian Academy! Together, we will best support your child's cognitive, emotional, physical, social and spiritual growth. We are so glad you're here!

WHO WE ARE

Antioch Christian Academy (ACA) is a Bible-believing, Christ-centered, family-friendly, mission-minded & prayer-powered school founded by Antioch Baptist Church.

Mission

Our Mission is to teach our students to love God, to provide them with a positive learning environment centered around God, and to launch them out as arrows that pierce the darkness of the world by proclaiming the Gospel of Jesus Christ.

Statement of Faith and Academic Philosophy

Our ultimate goal is to equip our future students with Biblically-sound spiritual and academic foundations so that they are equipped to go out into the world with a Christ-like mindset, and eventually raise up the generation after them with those same Biblically-sound values. In everything we do, we strive to bring people closer to relation with Jesus Christ. We believe that the Bible is God's word and strive to be true to the Scriptures. Jesus said His house would be called a house of prayer. We want everything we do to be powered by prayer in the Holy Spirit. We also believe that our main purpose is to spread the Good News about Jesus Christ in our neighborhoods and to every nation!"

Standards and Ratios

Our staff qualifications and child to teacher ratios meet or exceed local and state requirements. Our operational plan is built using licensing standards and "best practice" standards as the framework. And our staff is always available to discuss any special needs or concerns you may have.

We are a religiously exempt preschool program. Therefore we are not regulated by the Virginia Department of Education. Our academy serves children from **6 weeks to 12 years of age**. Classrooms are based on ages and state mandated ratios. Plus, we allow for the overlapping of certain ages according to differing developmental stages.

WHAT YOU CAN EXPECT

Schedule

7:00-8:30	Drop-Off
8:30-9:00	Morning Snack/Breakfast
9:00-9:15	Circle Time/Morning-Meeting
9:15-9:45	Chapel
9:45-11:45	Learning & Academic Period (at least 30 minutes of outdoor exploration)
11:45-12:15	Lunch
12:15-2:30	Rest/Nap
2:45-3:00	Afternoon Snack
3:00-6:00	Free-Play/Pick-Up (at least 30 minutes of outdoor exploration)

Mornings

- Drop-off begins at **7:00 a.m.**
- Children have morning stations with a variety of activities for engagement.
- You may drop off in a room different from child's homeroom to maintain ratios.

Chapel

- All students sing, pray and learn more about God: Father, Son & Holy Spirit

Curriculum

- ACA utilizes "Our Father's World" curriculum in our preschool-age classrooms.
- Please request a copy or learn more at mfwbooks.com.

Meals and Snacks

- ACA does not provide snacks or lunches.
- Parents will need to pack snacks and lunch for their child.
- Please follow our packing guidelines found on page 8 and 9.

Rest Time

- All students will have rest time after lunch and cleaning up.
- All students will not sleep, but all will be given the opportunity to rest.
- Quiet activities will be offered to a child who has not fallen asleep after 30 minutes.

Outdoor Exploration

- We spend a lot of time exploring God's creation in nature at ACA.
- Students usually have morning and afternoon outdoor exploration time.

- Time outside improves moods, encourages creativity, facilitates social relationships, and allows students to use gross and fine motor skills.

Evenings

- Students may be combined with other classes to maintain state required ratios.
- Students will still have access to a variety of learning materials and activities.
- You may pick your child up in a room different from his or her homeroom.
- Pick-up location will be communicated through the Procure app daily.

WHAT WE EXPECT

Arrival and Departure

Arrivals

- Please arrive no later than 8:30 a.m. to allow them to participate fully in the day.
 - Please call the office or message via Procure if your child will be late.
 - Please ensure that your child is left with a teacher or staff member.
- You are required to sign your child in and out each day through the Procure app on your cell phone.
- QR codes are posted on the front door and on each classroom door.

Departures

- ACA is not responsible for a child once he/she has been signed out of Procure.
- ACA will attempt to contact you and your emergency contacts if your child is not picked up by 6:00pm.
 - We will notify the local police department and/or the Department of Social Services after 6:30 pm.
- Parents will be charged \$2.00 per minute after 6:00pm.
- Recurrent or frequent late pick-ups may eventually result in termination of care.

Assessments and Parent-Teacher Conferences

- Assessments are based on developmental milestones outlined by the CDC.
 - They will be administered twice a year to measure cognitive, social and emotional development.
- Parent-Teacher conferences will be scheduled once assessments are completed.

Birthdays

- Birthdays are exciting blessings that are worth celebrating.

- Please let your child's teacher know if you would like to visit to celebrate your child's birthday.
- Please ask the teacher about classroom allergies if you are going to bring in an edible treat. We encourage non-food related treats.

Clothing

- Please dress your child in comfortable, weather-appropriate, play-clothes for a school day that includes outdoor exploration, craft activities and more.
 - We make every effort to use washable art items, but occasionally even washable products stain clothes.
- Please dress your potty training or preschool-age child in clothes he or she can easily remove by his or herself in the restroom.
 - Please avoid overalls, fancy dresses, difficult buttons, etc.
- Please put your child's name or initials on all coats, hats, gloves, etc.
- Please send at least one (1) back-up set of seasonally-appropriate clothes for your child in a large Ziploc bag labeled with your child's first and last name to be kept at school.
 - The teacher will send home a reminder when it is time to change from warm to cool weather clothes and vice versa.

Closings, Delays & School Calendar

Antioch Christian Academy will communicate delays and closings on our Facebook page, local television stations and the Procare app.

ACA will be closed in observance of the following holidays. Please refer to the current school year calendar for specific closure dates.

New Year's Day	January 1 st
Martin Luther King Jr. Day	Third Monday in January
Easter	Good Friday before Easter and the following Monday
Memorial Day	Last Monday in May
Juneteenth	June 19 th or date observed
Summer Break	Last full week of June during Antioch VBS
Independence Day	July 4 th or date observed
Teacher Workdays	Select days in August
Labor Day	First Monday in September
Thanksgiving	Fourth Wednesday, Thursday & Friday of November
Christmas	The week between Christmas Eve and New Years

Communication

- **In-Person:** *Please come visit us!*
 - Also, come share your special talent or interest with our students
 - We'd love for you to be a mystery reader
- **Procare:** *Use our easy, interactive app!*
 - Teachers send updates, photos and videos or direct messages between
 - It's where you check in, check out, pay and so much more
- **Newsletters and Emails:** *Additional important information!*
 - Events for your child's class as well as school-wide correspondences

ACA will do everything in its power to ensure effective communication between families and the academy. We foster communication with families, so please utilize your preferred method.

Discipline | Encouragement Strategy

We use the 3 R's language strategy to maintain a safe and nurturing learning environment. Staff encourages good decision making by using:

1. ***Reinforcing language***
 - We offer positive feedback and recognize the efforts our students.
 - We encourage by saying things like: "I really appreciate my friends who are being patient!"
2. ***Reminding language***
 - We address students who are beginning to get off task or test boundaries.
 - We encourage by asking questions like: "How can we be more kind to our friends?"
3. ***Redirecting language***
 - We help students who are off track or breaking rules by requiring they stop the behavior and make the appropriate change.
 - We make kind-hearted commands like: "Please come over here and sit next to me. I think we have too many distractions."

Discipline | Escalation Plan

- **1st Time:** *Teacher redirects*
- **2nd Time:** *Teacher issues a verbal warning*
 - Teacher informs student of consequences.

- Maintaining eye contact with the child and ask the child to repeat the consequence is important.
- **3rd Time: Student takes a break**
 - Teacher requires that the child take a break in a designated space away from classroom activity
 - Student must stay within the teacher's sight
 - Teacher will discuss why the child had to take a break and what he or she could have done differently when the child looks ready to rejoin the group
 - The incident is over and the child is treated with the same affection and respect shown to the others once the child returns to the group
- Teachers will consult the Director if this strategy is not effective.
- Parents will be contacted if the behavior continues after repeated attempts and new strategies are introduced.

Discipline | Suspension

A child may be suspended from the school by the Director for up to two school days without prior notification of the School Board. In such cases, the Chairman of the Board and the Secretary must be notified within 24 hours of the action. If, after consideration of the matter, it is determined to warrant stronger discipline, a hearing will be scheduled.

The parents of the child will be notified of the time, place and purpose of the hearing by the Chairman of the School Board or his/her designee. If parents, when notified of the suspension, wish to appeal the suspension, they will contact either the Director or an officer of the School Board. An appeal hearing will be scheduled. Prior to the meeting, the Director will provide documentation to the Board regarding the incident(s).

At the hearing, both the Director and the parents/guardians with both parties present will take turns explaining the circumstances of the situation. Both parties will leave, and the Board will discuss the situation.

Members of the Board will vote regarding the action to be taken. If a hearing cannot be held within the time of the original suspension, the child may return to class until the hearing can be held. However, in no circumstance, will a period of greater than one week elapse between the time of the suspension and the hearing.

Discipline | Expulsion

The authority to expel a child will be at the discretion of the Director and the School Board as a last resort.

Emergency Contacts

- ACA needs at least two (2) up-to-date emergency contact persons on file.
- Please complete the emergency contacts for your child(ren) and provide all details to the best of your ability.
- These emergency contacts can have the same physical address but must have different phone numbers listed.
- Please remember to update your child's account on Procure or contact the office if any information changes.

Food

Bottles: Breastmilk and Formula

- Bottles must be premade (or premixed).
- They are stored in the refrigerator and need to be ready to "heat and eat."
- Please label with the following information:
 - Child's Name
 - Current Date
 - Number of ounces
- Bottles will only be heated once and discarded after one hour if not completed.
- All infants requiring breastmilk or formula, must have at least one (1) day worth of formula or frozen breastmilk available, in case of emergency.

Meals & Snacks

- Please label the lunchbox and all containers with your child's name and date
- Lunch boxes that contain perishable food must contain an ice pack
- Please provide a labeled cup or water bottle for your child

Please **DO NOT** pack any of the following items in your child's lunch:

- Soda or caffeinated beverages
- Items containing nuts. We are a nut-free facility
- Canned foods that require a can opener
- Food items that are not fully cooked or prepared

Other

- **We are a nut free facility.** Please refrain from sending items containing nuts.

- Teachers are not permitted to serve foods that contain nut items. They will be left in your child's lunchbox.
- Students will need an insulated bag with an ice pack and enough items for morning snack, lunch, and afternoon snack
- All food should be pre-cooked and pre-cut
- We do not hold a license to cook food and we do not permit knives in the classroom to cut food into age-appropriate sizes
- The school will have back-up food items on hand should a student not have enough food for the day.
- Please list all food allergies on your child's registration form.
- **Please note that healthy food is an important part of brain function and can greatly support your child's learning.**

Illness

At School

You will be contacted immediately if your child shows symptoms of:

- Excessive leaking of bodily fluids from eyes, ears, nose, mouth or sores
- Fever of 100.4° or higher
- Headache and stiff neck
- Infections: parasites, lice, scabies, etc.
- Recurring vomiting or diarrhea (multiple episodes)
- Severe coughing
- Sore throat
- Pink eye: tears, redness of eyelid lining, swelling or discharge of pus
- Unusual spot or rashes

Parents will be charged \$2.00 per minute after one (1) hour from notification of sick child.

At Home

Please do not send your child to school if he or she shows symptoms from the list above. We look forward to seeing your student back at school once:

- Antibiotics have been taken for 24 hours (if student has a bacterial infection)
- Completion of the contagious stage
- Diarrhea and vomiting has subsided for 24 hours
- Lice are under treatment, and NO NITS are present on hair
- Physician has approved readmission
- Pink eye has been treated and eyes are no longer discharging
- Reduction of fever to under 100° for 24 hours without fever reducing medication

Medication

- Parental authorization must be updated regularly and made easily accessible the entire time it is effective.
- Outdated medication will not be accepted nor administered.
- All medication must have the child's name on it along with a "use by" date.
- All medication must remain in its original container.
- Prescription medications must be in the original container provided by the pharmacy with correct identifying and dosage information.
- Medication will be locked in the Director's office and administered by someone who has received Medication Administration Training (MAT) certification.
- Parents will be notified immediately in the event a child have an adverse reaction to any medication.
- MAT personnel will document medication dispersion, adverse reactions and errors in administration in Procure.

Diaper Cream and Ointment

- ACA will only administer cream or ointment with written authorization noting possible adverse reactions.
- The product must be in its original container and labeled with the child's name.
- Creams and ointments will be treated as medicine but they may be administered by staff members without a MAT certification.

Insect Repellent

- ACA will only administer insect repellent with written authorization noting possible adverse reactions.
- The product must be in its original container with instructions for age, duration and dosage.
- The container must be marked with the student name and can be administered by staff members without a MAT certification.

Sunscreen

- ACA will only administer sunscreen with written authorization noting possible adverse reactions.
- The product must be in its original container, labeled with the child's name and can be administered by staff members without a MAT certification.

Medication and Other Products Forms are available in the Church office.

Outdoor Exploration

- All students are encouraged to always have an extra change of clothes.
- Play shoes are recommended because children love to get dirty outside and to play in the rain or snow.

Pick Up Authorization

- ACA will only release your child to an authorized individual.
- You may submit the additional names in your child's Procare account.
- ACA will require photo identification from anyone we do not recognize.
- Please advise all authorized individuals to have identification at pick-up.
- Only persons sixteen (16) years old or older can be listed as emergency contacts or authorized individuals.

Rest Time

- Please send a sheet, blanket and rest mat for each child.
- Sheets and blankets will be sent home each Friday for laundering.
- Cribs and sheets will be provided for infant families
- Blankets are not permitted for use in cribs.

Sole Custody

- You must supply a copy of the court order confirming the custody arrangement for our files if you have sole custody of your child and the child's other parent is not allowed to pick them up.
- ACA cannot refuse to release a child to a parent or legal guardian who shares legal custody of the child if he or she presents acceptable photo identification.
- Please inform the academy of any circumstances which might affect the student and if you are experiencing custody difficulties.

Suspected Child Abuse or Neglect

- Teachers and all other ACA employees are mandated reporters.
- The Director and employee will call the appropriate Social Services office or law enforcement agency if there is a reasonable cause to believe that any child with whom the employee comes in direct contact has suffered abuse, or that any person with whom the employee comes in direct contact has abused a child.
- Abuse can include but is not limited to physical injury, neglect, mental injury, threat of harm and sexual exploitation.

Transportation

- ACA does not provide any transportation to or from the facility at this time.

Tuition and Fees

- Tuition is due each Monday for the current week
- There will be no deductions, adjustments or refunds of tuition for absences due to illness, injury, holidays, inclement weather or any other reason.
- Payments can be made via credit card or ACH payments in the Procure app
- Please make your checks payable to Antioch Christian Academy.
 - \$50 Fee: Charged for a check returned because of insufficient funds
 - Please use a labeled envelope for cash payments.
 - Cash and checks payments can be made in the Church office.
 - \$25 Late Fee: Charged for all payments received after 6pm on Friday for the upcoming week.

Vacation

- Each student receives one (1) unpaid week each school year (August to July)

\$100 Registration Fee

- One time. Non-refundable. One per family.

\$50 Annual Materials Fee

- This money will go directly to your child's classroom account.
 - Teachers access this money throughout the year to buy materials and supplies for their classroom
 - These supplies are in addition to those provided by the child and ACA.

Unable to Pay

- Contact the Director to make arrangements for payment of the tuition and the late payment fee.
 - The Director may extend the time in which payment may be made.
- You forfeit your child's enrollment at ACA, and your child will not be permitted to return to the program if you do not contact the office to make arrangements for payment of the tuition and late payment fee for two (2) consecutive weeks.

Visitors

- ACA loves visits from custodial parents whenever their child is at school.
- Other visitors are welcome if arrangements have been made in advance.
- Visitors must sign in and have a picture ID.
- All guests must be accompanied by a staff member during their visit.

- ACA retains the right to exclude anyone who is not entitled to be present or would be a threat/danger to the children.

Withdrawals

- Please give ACA a written notice at least two (2) weeks prior to withdrawal.
- The school also has the right to withdraw your child without notice because of bad checks, failure to pay tuition or if your child is not able to safely and productively be a part of our school community.

WRITTEN CONTRACT

I _____ certify that I received and read the Antioch Academy Family Handbook.

I _____ understand and will adhere to all the policies contained within.

Name of child(ren) enrolled:

Printed Name

Signature

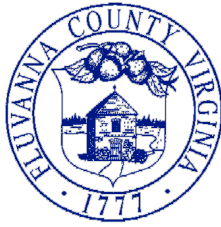
Date

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

TAB I

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	ZTA 23-01 Marina Point at Lake Monticello, Inc.				
MOTION(s):	<p>Finding that the proposed zoning ordinance amendment is appropriate for the public necessity, convenience and general welfare and is good zoning practice, I move that the Board of Supervisors approve ZTA 23:01 – An Ordinance to amend Chapter 22 Zoning, Article 8 of the Fluvanna County Code by the addition of the following text under Section 22-8-3(C): The permitted residential density for such permitted uses meeting the requirements in 22-8-3(B) shall be between two and nine-tenths (2.9) and five (5.0) units per acre by special use permit only.</p> <p>OR</p> <p>Finding that the proposed zoning ordinance amendment is not appropriate for the public necessity, convenience and general welfare and is not good zoning practice, I move that the Board of Supervisors deny ZTA 23:01 – An Ordinance to amend Chapter 22 Zoning, Article 8 of the Fluvanna County Code by the addition of the following text under Section 22-8-3(C): The permitted residential density for such permitted uses meeting the requirements in 22-8-3(B) shall be between two and nine-tenths (2.9) and five (5.0) units per acre by special use permit only.</p> <p>OR</p> <p>I move that the Board of Supervisors defer until _____ ZTA 23:01 – An Ordinance to amend Chapter 22 Zoning, Article 8 of the Fluvanna County Code by the addition of the following text under Section 22-8-3(C): The permitted residential density for such permitted uses meeting the requirements in 22-8-3(B) shall be between two and nine-tenths (2.9) and five (5.0) units per acre by special use permit only.</p>				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	XX				
STAFF CONTACT(S):	Kelly Harris, Assistant County Administrator/Acting Planning Director				
PRESENTER(S):	Kelly Harris, Assistant County Administrator/Acting Planning Director				
RECOMMENDATION:					
TIMING:	Normal				

<p>DISCUSSION:</p>	<p>ZTA 23:01 Marina Point at Lake Monticello, Inc – a request to amend Chapter 22, Zoning, Article 8 of the Fluvanna County Code by the addition of the following text under § 22-8-3 (C): The permitted residential density for such permitted uses meeting the requirements in 22-8-3(B) shall be between two and nine-tenths (2.9) and five (5.0) units per acre by special use permit only.</p> <p>The request was considered at the October 2023 Planning Commission Meeting, at which time it was deferred until the December 2023 Planning Commission Meeting. When heard at the December 2023 Planning Commission meeting, the Planning Commission, on a 5-0 vote the Commission recommended denying the request.</p> <p>On January 4, 2024, the Planning Department received a letter from the Applicant’s Attorney requesting a deferral.</p> <p>Fluvanna County Board of Supervisors By-Laws and Procedures, Section XIX: Conduct of Business, Paragraph O, stipulates:</p> <p style="padding-left: 40px;">O. Once a notice for Public Hearing has been advertised (regardless of the nature), the Public Hearing will be conducted, unless the Board formally defers the matter to a future meeting. The postponement or cancellation of a public hearing shall be as follows:</p> <p style="padding-left: 80px;">1. Any public hearing scheduled for a Board of Supervisors meeting that has been publicly advertised shall not be postponed based on a request from a non-County government entity or person absent extreme mitigating circumstances. The Chair, with concurrence of the County Administrator, will determine when such circumstances exist. If mitigating circumstances exist, the petitioner will bear any cost incurred by the County in providing public notification of the change and for the cost of advertising the new date of the hearing.</p> <p>The request for deferral was received the day the public hearing advertisement was published in the Fluvanna Review, and as such County Staff moved forward to place the item on the agenda, as advertised.</p>				
<p>FISCAL IMPACT:</p>	<p>None.</p>				
<p>POLICY IMPACT:</p>	<p>None.</p>				
<p>LEGISLATIVE HISTORY:</p>	<p>October 2023 Planning Commission Meeting – Deferred until December 2023. December 2023 Planning Commission Meeting – Planning Commission recommended DENIAL.</p>				
<p>ENCLOSURES:</p>	<p>SUP 23-07 Staff Report, Application 2024-01-04 – Letter from Applicant requesting deferral. Draft Ordinance</p>				
<p>REVIEWS COMPLETED:</p>	<p>Legal</p>	<p>Finance</p>	<p>Purchasing</p>	<p>HR</p>	<p>Other</p>
<p></p>	<p style="text-align: center;">X</p>				<p style="text-align: center;">X</p>



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2024-01-17 p.103/332

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

STAFF REPORT

To: Fluvanna County Board of Supervisors

From: Kelly Harris, Acting Planning Director

Case Number: ZTA 23:01 Marina Point at Lake Monticello, Inc.

District: Countywide Amendment

General Information: This Zoning Text Amendment (ZTA) request is scheduled for a Public Hearing on Monday, January 17, 2024 at 7:00 pm at 8880 James Madison Highway in the Carysbrook Performing Arts Center.

Requested Action: Amend the Fluvanna County Zoning Ordinance

ZTA 23:01 Marina Point at Lake Monticello, Inc – An Ordinance to amend Chapter 22, Zoning, Article 8 of the Fluvanna County Code by the addition of the following text under § 22-8-3(C): The permitted residential density for such permitted uses meeting the requirements in 22-8-3(B) shall be between two and nine-tenths (2.9) and five (5.0) units per acre by special use permit only.

Zoning Ordinance Text:

Sec. 22-8-3 Area and residential density regulations

- (A) The minimum lot area for permitted uses not utilizing central or public water and central or public sewerage systems shall be 87,120 square feet (2 acres). The maximum permitted residential density for such uses shall be one dwelling unit per two acres.
- (B) The minimum lot area for permitted uses utilizing both central or public water and central or public sewerage systems shall be fifteen thousand (15,000) square feet. The maximum permitted residential density for such uses shall be two and nine-tenths (2.9) dwelling units per acre.
- (C) The permitted residential density for such permitted uses meeting the requirements in 22-8-3(B) shall be between two and nine-tenths (2.9) and five (5.0) units per acre by special use permit only.**

Comprehensive Plan:

The 2000 Comprehensive Plan established all the community planning areas pursuant to Virginia State Code at that time with the remaining portion of Fluvanna County being designated rural residential or rural preservation. Guidelines for growth in the planning areas recommend that the community planning areas absorb 70 percent of Fluvanna's growth, while the rural residential and

rural preservation areas provide for the remaining 30 percent. This well-planned approach has been the comprehensive plan's approach since 2000. During 2022, County staff discussed with the community through the 2040 Comp Plan open houses to eliminate the rural residential planned area and merge that into the rural preservation area which further emphasizes the need to develop in one of our six (6) community planning areas, especially in the Zion Crossroads Area.

2015 Land Use Chapter:

The Comprehensive Plan designates the Lake Monticello community as within the Rivanna Community Planning Area which makes up approximately 40 percent of the county's population.

According to this chapter, "the area is traditionally neighborhood residential, with primarily single-family, detached dwellings. Surrounding growth should be a mixture of uses and residential dwelling types that serve a variety of incomes. Neighborhood mixed-use is needed to help offset the volume of single-family residential development in this community. Additional services and infrastructure are needed to accommodate more growth." In previous studies for this area, residents identified several priorities which included "to provide housing choices for a variety of age groups and income levels, appropriate to the area."

The Rivanna Community Planning Area is the most developed planning area in the county and contains a mixture of residential, office and commercial uses to serve this diverse population with many who have either relocated from another portion of the country or even those who have come from another part of Fluvanna County to be that much closer to the available commercial and medical services. The increased residential density, within limited areas and by special use permit only, would allow for additional housing choices for a variety of age groups and income levels which may be appropriate to the area, allowing for seniors to remain in Fluvanna County.

2015 Housing Chapter:

The adopted Housing Chapter provides these important goals and plan implementation strategies:

- To provide for most of the county's future housing needs within the community planning areas (CPA) Create zoning that enables increased residential density in the growth areas and allows for mixed-use developments and including residential units allowed above the storefronts and encourage housing in close proximity to commercial development areas so the need for transportation to work is lessened.
- To provide a variety of well-planned housing choices Allow for a mix of housing types and densities in individual developments, such as single-family and multi-family, as appropriate for the area and the existing or planned infrastructure. Allow for housing and care facilities suited to the needs of the growing senior population with greater density in the community planning areas.

Planning Analysis:

Approximately 40% of the county population resides in or near Lake Monticello, a private, gated community that was established in 1969. Subdivision development began there during the 1970s

coincident with the creation of the Fluvanna County Subdivision and Zoning Ordinances, adopted in 1974. In addition to the many subdivisions in Lake Monticello, there is a stand-alone development that is known as Marina Point that operates under the Virginia Condominium Act.

Fluvanna County, like many rural counties, has housing challenges. Available housing, from workforce housing, options for seniors to downsize from two-story homes and to age-in-place in a one-story home, and for young adults and families looking for a home, are all in high demand.

Housing type choices and a better range of residential density amounts would be made available through Residential R-3 and R-4 conditional rezoning applications that are properly planned and would become part of a planned development which would be the main basis for all new homes.

The staff planning analysis, in conformity with the 2015 Comprehensive Plan, seeks to provide flexibility in the Fluvanna County Zoning Ordinance by providing available density in which to construct mixed-use housing units that are found in a well-planned development master plan. Increasing the density in specific zoning districts could allow for additional housing options while limiting the available locations in which development could occur by a special use permit.

Suggested Motions:

Finding that the proposed zoning ordinance amendment is appropriate for the public necessity, convenience and general welfare and is good zoning practice, I move that the Board of Supervisors approve ZTA 23:01 – An Ordinance to amend Chapter 22 Zoning, Article 8 of the Fluvanna County Code by the addition of the following text under Section 22-8-3(C): The permitted residential density for such permitted uses meeting the requirements in 22-8-3(B) shall be between two and nine-tenths (2.9) and five (5.0) units per acre by special use permit only.

OR

Finding that the proposed zoning ordinance amendment is not appropriate for the public necessity, convenience and general welfare and is not good zoning practice, I move that the Board of Supervisors deny ZTA 23:01 – An Ordinance to amend Chapter 22 Zoning, Article 8 of the Fluvanna County Code by the addition of the following text under Section 22-8-3(C): The permitted residential density for such permitted uses meeting the requirements in 22-8-3(B) shall be between two and nine-tenths (2.9) and five (5.0) units per acre by special use permit only.

OR

I move that the Board of Supervisors defer until _____ ZTA 23:01 – An Ordinance to amend Chapter 22 Zoning, Article 8 of the Fluvanna County Code by the addition of the following text under Section 22-8-3(C): The permitted residential density for such permitted uses meeting the requirements in 22-8-3(B) shall be between two and nine-tenths (2.9) and five (5.0) units per acre by special use permit only.



M. Ann Neil Cosby
 anc Cosby@wiregill.com
 804-447-0171

RECEIVED

August 31, 2023

VIA OVERNIGHT MAIL

Douglas Miles, AICP, CZA
 Fluvanna County Director of Community Development
 132 Main Street
 Palmyra, VA 22963

SEP 1 2023

Fluvanna County
 Planning Dept

RE: Zoning Text Amendment and Special Use Permit Application (Tax Parcels TMP 18A-1-296A, TMP 18A-1-296BA, TMP 18A-1-296C and TMP 18A-1-296B (the "Property"))

Dear Mr. Miles:

On behalf of Marina Point at Lake Monticello, Inc. ("Applicant"), please find enclosed 1.) a completed Application for Zoning Text Amendment and 2.) a completed Application for Special Use Permit ("SUP"). The Applicant is requesting an amendment to the R-4 Zoning District to amend Section 22-8-3 of the Zoning Ordinance to allow residential density for permitted uses between 2.9 and 5.0 units per acre by special use permit only (the "ZTA"). If the ZTA is approved by the Board of Supervisors, the SUP application requests an SUP for the Property so that the Applicant may construct an additional ten (10) units at the Marina Point of Lake Monticello Condominium Community. The Property is currently zoned Residential (R-4) and contains a total of 5.138 acres. (The Applicant request that the ZTA application and the SUP application be processed as companion cases before the Planning Commission and the Board of Supervisors, with the SUP application being heard and acted upon immediately following the ZTA application.) As required by the Fluvanna County Zoning Ordinance, the following items are included for submission:

A. ZTA Application

1. A completed Zoning Text Application Form
2. Fee in the amount of \$550 (to be hand delivered separately to the Office of Community development on 9/1/23)

B. SUP Application

1. A completed SUP Application Form
2. A Narrative Statement providing support for SUP Application
3. Proposed Conditions
4. A sketch plan entitled "Marina Point of Lake Monticello, Sketch Plan", prepared by Roudabush, Gale & Associates, Inc., dated August 25, 2023 and checklist (10 copies to be hand delivered on 9/1/23)



BOS2024-01-17 p.107/332

RECEIVED

SEP 1 2023

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for
Zoning Text Amendment

Fluvanna County
Planning Dept

Owner of Record: Marina Point at Lake Monticello, Inc. Applicant of Record: Marina Point at Lake Monticello, Inc.
E911 Address: 610 Rio Road, W., Charlottesville, VA 22901 E911 Address: 610 Rio Road, W., Charlottesville, VA 22901
Phone: 804.539.6734 Fax: 540.832.0095 Phone: 804.539.6734 Fax: 540.832.0095
Email: dgirouard@springcreekliving.com Email: dgirouard@springcreekliving.com

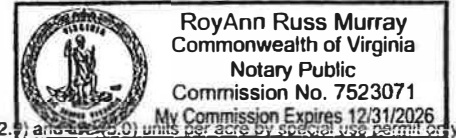
Representative: M. Ann Neil Cosby, Esq.
E911 Address: Wire Gill, LLP, 9200 Forest Hill Ave., Suite C-1, Richmond, VA 23235
Phone: 804.447.0171 Fax:
Email: anc Cosby@wiregill.com

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

Proposed amendment to the Zoning Ordinance: (attach additional sheets as necessary)
If the amendment proposes to replace existing text, please provide a full copy of the existing text for the affected section.

Location of Parcel: R-4 Zoning District Section: 22-8-3 Area and residential density regulations

Proposed Text:



(C) add: The permitted residential density for such permitted uses shall be between two and nine-tenths (2.7) and six (6.0) units per acre by special use permit only.

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, the Board of Supervisors, and the Board of Zoning Appeals during the normal discharge of their duties in regard to this request.

Date: 8/31/23 Signature of Owner/Applicant: [Signature]

Subscribed and sworn to before me this 31st day of August, 2023 Register # 7523071

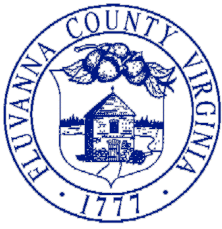
My commission expires: 12/31/2026 Notary Public: [Signature]

Table with 2 columns: Planning Commission and Board of Supervisors. Rows include: OFFICE USE ONLY, Date Received, Pre-Application Meeting, Application #, \$550 fee paid, Advertisement Dates, APO Notification, Date of Hearing, Decision.

Fluvanna County Department of Planning & Community Development * Box 540 * Palmyra, VA 22963 * (434)591-1910 * Fax (434)591-1911

This form is available on the Fluvanna County website: www.fluvannacounty.org

Form Updated June 21, 2017



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2024-01-17 p.109/332
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

PUBLIC HEARING NOTICE

December 29, 2023

RE: Marina Point at Lake Monticello, Inc - Zoning Text Amendment and Special Use Permit

This is to notify you that the Fluvanna County Board of Supervisors will hold public hearings on:

Meeting: Board of Supervisors Regular meeting
Date: **Wednesday, January 17, 2024 at 7:00 pm**
Location: Carysbrook Performing Arts Center
8880 James Madison Highway Fork Union, VA 23055

ZTA 23:01 Marina Point at Lake Monticello, Inc – An Ordinance to amend Chapter 22, Zoning, Article 8 of the Fluvanna County Code by the addition of the following text under §22-8-3 Area and residential density regulations (C) The permitted residential density for such permitted uses shall be between two and nine-tenths (2.9) and five (5.0) units per acre by special use permit only.

SUP 23:07 Marina Point at Lake Monticello, Inc – A Special Use Permit request in the R-4, Residential, Limited District to allow Multi-family dwellings under §22-8-3 as proposed, up to 5.0 dwelling units per acre on 5 +/- acres and known as Tax Map 18A Section 1 Parcels 296A, 296B, 296BA and 296C. These parcels are generally located south of Jefferson Drive and at Marina Point in the Rivanna Community Planning Area and the Rivanna Election District.

The regular meeting of the Board of Supervisors will be in person and instructions for public participation during the meeting will be made available on the Fluvanna County website. Interested persons may submit written comments prior to the scheduled public hearing to planning@fluvannacounty.org or call 434-591-1910, between 8:00 am and 5:00 pm, Monday – Friday or visit the County Administration Building at 132 Main Street Palmyra, VA 22963.

Sincerely,

Douglas Miles

Douglas Miles, AICP, CZA
Community Development Director

ORDINANCE TO AMEND AND REORDAIN “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA” BY AMENDING § 22-8-3 TO STATE THAT THE PERMITTED RESIDENTIAL DENSITY FOR SUCH PERMITTED USES SHALL BE BETWEEN TWO AND NINE-TENTHS (2.9) AND FIVE (5.0) UNITS PER ACRE BY SPECIAL USE PERMIT ONLY

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

- (1) *That the Code of the County of Fluvanna, Virginia is amended by amending § 22-8-3 as follows:*

CHAPTER 22 ZONING

ARTICLE 8. – RESIDENTIAL, LIMITED, DISTRICT R-4

Sec. 22-8-3. - Area and residential density regulations.

- (A) The minimum lot area for permitted uses not utilizing central or public water and central or public sewerage systems shall be 87,120 square feet (2 acres). The maximum permitted residential density for such uses shall be one dwelling unit per two acres.
- (B) The minimum lot area for permitted uses utilizing both central or public water and central or public sewerage systems shall be fifteen thousand (15,000) square feet. The maximum permitted residential density for such uses shall be two and nine-tenths (2.9) dwelling units per acre.
- (C) **The permitted residential density for such permitted uses meeting the requirements in 22-8-3(B) shall be between two and nine-tenths (2.9) and five (5.0) units per acre by special use permit only.**

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



GreeneHurlocker
Attorneys at Law

Ann Neil Cosby, Esq.
ANCosby@GreeneHurlocker.com
Direct Dial: 804.672.4546

January 4, 2024

VIA EMAIL

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

RE: ZTA 23:01 and SUP 23:07 (Marina Point at Lake Monticello, Inc.)

Dear Mr. Whitten:

On behalf of the applicant Marina Point at Lake Monticello, Inc. ("Applicant"), this letter confirms the Applicant's request for a deferral of the public hearing for the above referenced zoning cases from the January 17, 2024, Board of Supervisors meeting until further notice. Please let me know if you have any questions or need anything further in regard to this request. Thank you for your courtesy.

Sincerely,

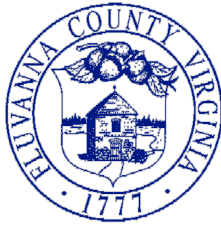
M. Ann Neil Cosby

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

TAB J

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	SUP 23-07 Marina Point at Lake Monticello, Inc.				
MOTION(s):	<p>I move that the Board of Supervisors (approve/deny/defer) SUP 23:07 Marina Point at Lake Monticello, Inc. a special use permit request on Tax Map 18A Section 1 Parcels 296A, 296B, 296BA and 296C under County Code Section 22-8-3(C) which states the following: The permitted residential density for such permitted uses meeting the requirements in 22-8-3(B) shall be between two and nine-tenths (2.9) and five (5.0) units per acre by special use permit only.</p>				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	XX				
STAFF CONTACT(S):	Kelly Harris, Assistant County Administrator/Acting Planning Director				
PRESENTER(S):	Kelly Harris, Assistant County Administrator/Acting Planning Director				
RECOMMENDATION:					
TIMING:	Normal				
DISCUSSION:	<p>SUP 23:07 Marina Point at Lake Monticello, Inc, is a request for a Special Use Permit request in the R-4, Residential, Limited, Zoning District, to allow multi-family dwellings under County Code Section 22-8-3 as proposed, up to 5.0 dwelling units per acre on 5 +/- acres and known as Tax Map 18A Section 1 Parcels 296A, 296B, 296BA and 296C. These parcels are generally located south of Jefferson Drive and at Marina Point in the Rivanna Community Planning Area and the Rivanna Election District.</p> <p>The request was considered at the October 2023 Planning Commission Meeting, at which time it was deferred until the December 2023 Planning Commission Meeting. When heard at the December 2023 Planning Commission meeting, the Planning Commission, on a 5-0 vote the Commission recommended denying the request.</p> <p>On January 4, 2024, the Planning Department received a letter from the Applicant's Attorney requesting a deferral.</p> <p>Fluvanna County Board of Supervisors By-Laws and Procedures, Section XIX: Conduct of Business, Paragraph O, stipulates:</p> <p style="padding-left: 40px;">O. Once a notice for Public Hearing has been advertised (regardless of the nature), the Public Hearing will be conducted, unless the Board formally defers the matter to a future meeting. The postponement or cancellation of a public hearing shall be as follows:</p>				

	<p>1. Any public hearing scheduled for a Board of Supervisors meeting that has been publicly advertised shall not be postponed based on a request from a non-County government entity or person absent extreme mitigating circumstances. The Chair, with concurrence of the County Administrator, will determine when such circumstances exist. If mitigating circumstances exist, the petitioner will bear any cost incurred by the County in providing public notification of the change and for the cost of advertising the new date of the hearing.</p> <p>The request for deferral was received the day the public hearing advertisement was published in the Fluvanna Review, and as such County Staff moved forward to place the item on the agenda, as advertised.</p>				
FISCAL IMPACT:	None.				
POLICY IMPACT:	None.				
LEGISLATIVE HISTORY:	October 2023 Planning Commission Meeting – Deferred until December 2023. December 2023 Planning Commission Meeting – Planning Commission recommended DENIAL.				
ENCLOSURES:	SUP 23-07 Staff Report, Application 2024-01-04 – Letter from Applicant requesting deferral.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2024-01-17 p.115/332
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911

STAFF REPORT

To: Fluvanna County Board of Supervisors

From: Kelly Harris, Acting Planning
Director

Case Number: SUP 23:07 Marina Point

District: Rivanna Election District

General Information: This SUP request is scheduled for a Public Hearing on Wednesday, January 17, 2024 at 7:00 pm at 8880 James Madison Highway in the Carysbrook Performing Arts Center.

Requested Action: Amend the Fluvanna County Zoning Ordinance

SUP 23:07 Marina Point at Lake Monticello, Inc – A Special Use Permit request in the R-4, Residential, Limited District to allow Multi-family dwellings under §22-8-3 as proposed, up to 5.0 dwelling units per acre on 5 +/- acres and known as Tax Map 18A Section 1 Parcels 296A, 296B, 296BA and 296C. These parcels are generally located south of Jefferson Drive and at Marina Point in the Rivanna Community Planning Area and the Rivanna Election District.

Zoning Ordinance Text:

Sec. 22-8-3 Area and residential density regulations

- (A) The minimum lot area for permitted uses not utilizing central or public water and central or public sewerage systems shall be 87,120 square feet (2 acres). The maximum permitted residential density for such uses shall be one dwelling unit per two acres.
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- (C) The permitted residential density for such permitted uses meeting the requirements in 22-8-3(B) shall be between two and nine-tenths (2.9) and five (5.0) units per acre by special use permit only.**

Comprehensive Plan:

The 2000 Comprehensive Plan established all the community planning areas pursuant to Virginia State Code at that time with the remaining portion of Fluvanna County being designated rural residential or rural preservation. Guidelines for growth in the planning areas recommend that the community planning areas absorb 70 percent of Fluvanna's growth, while the rural residential and

rural preservation areas provide for the remaining 30 percent. This well-planned approach has been the comprehensive plan's approach since 2000. During 2022, County staff discussed with the community through the 2040 Comp Plan open houses to eliminate the rural residential planned area and merge that into the rural preservation area which further emphasizes the need to develop in one of our six (6) community planning areas, especially in the Zion Crossroads Area.

2015 Land Use Chapter:

The Comprehensive Plan designates the Lake Monticello community as within the Rivanna Community Planning Area which makes up approximately 40 percent of the county's population.

According to this chapter, "the area is traditionally neighborhood residential, with primarily single-family, detached dwellings. Surrounding growth should be a mixture of uses and residential dwelling types that serve a variety of incomes. Neighborhood mixed-use is needed to help offset the volume of single-family residential development in this community. Additional services and infrastructure are needed to accommodate more growth." In previous studies for this area, residents identified several priorities which included "to provide housing choices for a variety of age groups and income levels, appropriate to the area."

The Rivanna Community Planning Area is the most developed planning area in the county and contains a mixture of residential, office and commercial uses to serve this diverse population with many who have either relocated from another portion of the country or even those who have come from another part of Fluvanna County to be that much closer to the available commercial and medical services. The increased residential density, within limited areas and by special use permit only, would allow for additional housing choices for a variety of age groups and income levels which may be appropriate to the area, allowing for seniors to remain in Fluvanna County.

2015 Housing Chapter:

The adopted Housing Chapter provides these important goals and plan implementation strategies:

- To provide for most of the county's future housing needs within the community planning areas (CPA) Create zoning that enables increased residential density in the growth areas and allows for mixed-use developments and including residential units allowed above the storefronts and encourage housing in close proximity to commercial development areas so the need for transportation to work is lessened.
- To provide a variety of well-planned housing choices Allow for a mix of housing types and densities in individual developments, such as single-family and multi-family, as appropriate for the area and the existing or planned infrastructure. Allow for housing and care facilities suited to the needs of the growing senior population with greater density in the community planning areas.

Planning Analysis:

Approximately 40% of the county population resides in or near Lake Monticello, a private, gated community that was established in 1969. Subdivision development began there during the 1970s

coincident with the creation of the Fluvanna County Subdivision and Zoning Ordinances, adopted in 1974. In addition to the many subdivisions in Lake Monticello, there is a stand-alone development that is known as Marina Point that operates under the Virginia Condominium Act.

Fluvanna County, like many rural counties, has housing challenges. Available housing, from workforce housing, options for seniors to downsize from two-story homes and to age-in-place in a one-story home, and for young adults and families looking for a home, are all in high demand.

Housing type choices and a better range of residential density amounts would be made available through Residential R-3 and R-4 conditional rezoning applications that are properly planned and would become part of a planned development which would be the main basis for all new homes.

The staff planning analysis, in conformity with the 2015 Comprehensive Plan, seeks to provide flexibility in the Fluvanna County Zoning Ordinance by providing available density in which to construct mixed-use housing units that are found in a well-planned development master plan. Increasing the density in specific zoning districts could allow for additional housing options while limiting the available locations in which development could occur by a special use permit.

Suggested Motion:

I move that the Board of Supervisors (approve/deny/defer) SUP 23:07 Marina Point at Lake Monticello, Inc. a special use permit request on Tax Map 18A Section 1 Parcels 296A, 296B, 296BA and 296C under County Code Section 22-8-3(C) which states the following: The permitted residential density for such permitted uses meeting the requirements in 22-8-3(B) shall be between two and nine-tenths (2.9) and five (5.0) units per acre by special use permit only.



SEP 1 2023



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

Application for Special Use Permit (SUP)

Fluvanna County
Planning Dept

Owner of Record: Marina Point at Lake Monticello, Inc.

Applicant of Record: Marina Point at Lake Monticello, Inc.

Address: 610 Rio Rd. W, Charlottesville, VA 22901

Address: 610 Rio Rd. W, Charlottesville, VA 22901

Phone: 804.539.6734 Fax: 540.832.0095

Phone: 804.539.6734 Fax: 540.832.0095

Email: dgirouard@springcreekliving.com

Email: dgirouard@springcreekliving.com

Representative: M. Ann Neil Cosby, Esq.,

Address: Wire Gill LLP, 9200 Forest Hill Ave., Suite C-1, Richmond, VA 23235

Phone: 804.447.0171 Fax:

Email: anc Cosby@wiregill.com

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

If property is in an Agricultural Forestal District, or Conservation Easement, please list information here:

Tax Map and Parcel(s) See "Parcel Information List", attached

Acreage See "Parcel Information List", attached **Zoning** R 4

Deed Book and Page: See "Parcel Information List", attached

Location of Parcel: Lake Monticello

If any Deed Restrictions, please attach a copy

Request for an SUP for the purpose of: obtaining increased density up to 5.5 units per total acreage

*Ten copies of a sketch plan (8.5x11 inches or 11x17 inches) must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the board of Supervisors during the normal discharge of their duties in regard to this request and acknowledges that county employees will make regular inspections of the site.

Date: 8/31/23 Signature of Owner/Applicant: *[Signature]*

Subscribed and sworn to before me this 31st day of August, 2023

Notary Public: *[Signature]* Register # 7523071

My commission expires: 12/31/2026

Certification: Date: 8/31/23



RoyAnn Russ Murray
Commonwealth of Virginia
Notary Public
Commission No. 7523071
My Commission Expires 12/31/2026

Office Use Only

Date Received: 09/01/2023	Pre-Application Meeting:	PH Sign Deposit Received: 09/01/2023	Application #: SUP 23 : 07
\$800.00 fee plus mailing costs paid: check 722		Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail	
Amendment of Condition: \$400.00 fee plus mailing costs paid:			
Telecommunications Tower fee plus mailing costs paid:		Telecom Consultant Review fee paid:	
Election District: Rivanna		Planning Area: Rivanna Community	
Planning Commission		Board of Supervisors	
Advertisement Dates:	Advertisement Dates:		
APO Notification:	APO Notification:		
Date of Hearing:	Date of Hearing:		
Decision:	Decision:		

Marina Point of Lake Monticello (A Condominium Community)

Parcel Information List

1. TMP 18A-1-296A; 0.970 acres; D.B. 162, p 505 and D.B. 172, p. 350
2. TMP 18A-1-296BA; 1.406 acres; D.B. 172, p. 350
3. TMP 18A-1-296C; 2.167 acres; D.B. 162, p. 505 and D.B. 172, p 350
4. TMP 18A-1-296B; .568 acres; D.B. 172, p 350



Commonwealth of Virginia
County of Fluvanna
Public Hearing Sign Deposit

RECEIVED

SEP 1 2023

Fluvanna County
Planning Dept


Name: M. Ann Neil Cosby, Esq., Wire Gill LLP

Address: 9200 Forest Hill Ave., Suite C-1

City: Richmond

State: Virginia Zip Code: 23235

I hereby certify that the sign issued to me is my responsibility while in my possession. Incidents which cause damage, theft, or destruction of these signs will cause a partial or full forfeiture of this deposit.


Applicant Signature

8/31/23
Date

*Number of signs depends on number of roadways property adjoins.

OFFICE USE ONLY	
Application #: BZA _____ : _____ CPA _____ : _____ SUP 23 : 07 ZMP _____ : _____ ZTA _____ : _____	
\$90 deposit paid per sign*: check 723	Approximate date to be returned:



Describe briefly the **improvements** proposed. State whether new buildings are to be constructed, ^{SEP 1 2024} existing buildings are to be used, or additions made to existing buildings.

Fluvanna County
Planning Dept

See Narrative, attached.

NECESSITY OF USE: Describe the reason for the requested change.

See Narrative, attached.

PROTECTION OF ADJOINING PROPERTY: Describe the effects of the proposed use on adjacent property and the surrounding neighborhood. What protection will be offered adjoining property owners?

See Narrative, attached.

ENHANCEMENT OF COUNTY: Why does the applicant believe that this requested change would be advantageous to the County of Fluvanna? (Please substantiate with facts.)

See Narrative, attached.

PLAN: Furnish plot plan showing boundaries and dimensions of property, width of abutting right-of-ways, location and size of buildings on the site, roadways, walks, off-street parking and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and may be required with the application.
Remarks:

Commonwealth of Virginia
County of Fluvanna
Special Use Permit Checklist

The following information shall be submitted with the application and is to be provided by the applicant for the processing of the application:

Applicant must supply	Staff Checklist
Completed Special Use Permit signed by the current owner(s) or lessee or written confirmation from the current owner or lessee granting the right to submit the application	
Ten (10) copies of a Site Plan for any expansion or new construction Include: <ul style="list-style-type: none"> • Plot plan or survey plat at an appropriate scale • Location and dimension of existing conditions and proposed development • <i>Commercial and Industrial Development:</i> parking, loading, signs, lighting, buffers and screening • Copy of the Tax Map showing the site (preferred) • General Location Map (preferred) 	
Supporting photographs are not required, but suggested for evidence	

All maps and plans submitted are to be either 8.5"x 11" or 11"x 17". One original of any size may be for staff use at the public hearing.

Staff Only	Staff Checklist
Preliminary review by planning staff for completeness and content:	
<ul style="list-style-type: none"> • Technical Review Committee review and comment • Determine all adjacent property owners • Placed as a Public Hearing on the next available agenda of the Planning Commission. 	
Notification of the scheduled Public Hearing to the following:	
<ul style="list-style-type: none"> • Applicant • All adjacent property owners • Local Newspaper advertisement 	
Staff Report to include, but not be limited to:	
<ul style="list-style-type: none"> • General information regarding the application • Any information concerning utilities or transportation • Consistency with good planning practices • Consistency with the comprehensive plan • Consistency with adjacent land use • Any detriments to the health, safety and welfare of the community. 	



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2024-01-17 p.123/332
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

PUBLIC HEARING NOTICE

December 29, 2023

RE: Marina Point at Lake Monticello, Inc - Zoning Text Amendment and Special Use Permit

This is to notify you that the Fluvanna County Board of Supervisors will hold public hearings on:

Meeting: Board of Supervisors Regular meeting
Date: **Wednesday, January 17, 2024 at 7:00 pm**
Location: Carysbrook Performing Arts Center
8880 James Madison Highway Fork Union, VA 23055

ZTA 23:01 Marina Point at Lake Monticello, Inc – An Ordinance to amend Chapter 22, Zoning, Article 8 of the Fluvanna County Code by the addition of the following text under §22-8-3 Area and residential density regulations (C) The permitted residential density for such permitted uses shall be between two and nine-tenths (2.9) and five (5.0) units per acre by special use permit only.

SUP 23:07 Marina Point at Lake Monticello, Inc – A Special Use Permit request in the R-4, Residential, Limited District to allow Multi-family dwellings under §22-8-3 as proposed, up to 5.0 dwelling units per acre on 5 +/- acres and known as Tax Map 18A Section 1 Parcels 296A, 296B, 296BA and 296C. These parcels are generally located south of Jefferson Drive and at Marina Point in the Rivanna Community Planning Area and the Rivanna Election District.

The regular meeting of the Board of Supervisors will be in person and instructions for public participation during the meeting will be made available on the Fluvanna County website. Interested persons may submit written comments prior to the scheduled public hearing to planning@fluvannacounty.org or call 434-591-1910, between 8:00 am and 5:00 pm, Monday – Friday or visit the County Administration Building at 132 Main Street Palmyra, VA 22963.

Sincerely,

Douglas Miles

Douglas Miles, AICP, CZA
Community Development Director

Page 5 of 5
For Applicant

The Special Use Permit application fee is made payable to the **County of Fluvanna**.

Meetings for the processing of the application

Applications must be submitted by the first working day of the month to have the process start that month. Applications received after the first working day will have the process start the following month.

Process:

1. Placed on next available Technical Review Committee Agenda.
2. Placed as a Public Hearing on the next available agenda of the Planning Commission the following month. Staff Report and Planning Commission recommendation forwarded to the Board.
3. Placed as a Public Hearing on the next available agenda of the Board of Supervisors (usually the same month as the Planning Commission).

Applicant or a representative must appear at the scheduled hearings.

The Technical Review Committee provides a professional critique of the application and plans. The Planning Commission may recommend to the Board of Supervisors: approval; approval subject to resubmittal or correction; or denial of the special use permit.

Board Actions

After considering all relevant information from the applicant and the public, the Board will deliberate on points addressed in the Staff Report.

The Board may approve; deny; or defer the request pending further consideration; or remand the case back to the Planning Commission for further consideration.

With **approval**, the development may proceed.

If **denied**, an appeal to the Courts may be prescribed by law

No similar request for a Special Use Permit for the same use at the same site may be made within one year after the denial.



SEP 1 2023

Fluvanna County
Planning Dept

Narrative Statement

I. Introduction.

Marina Point is the owner of approximately five (5) acres of land (the “Property”) which is part of the Lake Monticello subdivision. In 1983, the Board of Supervisors (the “Board”) rezoned the Property to R-2, Residential, to permit the development of 45 condominium units. A Declaration of Condominium (the “Declaration”) establishing the 45-unit condominium was recorded in 1984. Marina Point developed the first fifteen (15) units which are known as the Marina Point of Lake Monticello Condominium (the “Condominium”). In 1992, the Board rezoned the Property and surrounding properties to R-4, Residential, as part of a comprehensive downzoning. The effect of this downzoning was to reduce the density permitted on the Property and prohibit the further development of any additional Condominium units.¹

If the County amends the R-4 zoning district regulations to increase the density of the district to 5.0 units per acre by special use permit (“SUP”), Marina Point is requesting a SUP to construct ten (10) additional units on the Property.

II. Description of Improvements

The ten (10) additional units proposed to be developed as part of the Condominium are shown on the sketch plan entitled “Marina Point of Lake Monticello Conceptual Sketch Plan”, prepared by Roudabush, Gale & Associates, Inc., dated August 25, 2023 (the “Sketch Plan”). The proposed phasing is also identified on the Sketch Plan (see sheet 4/4, entitled “Marina Point of Lake Monticello Conceptual Landscaping & Phasing Plan”). Two units are proposed to be built per phase for a total of five (5) phases.

- Phase 1 will include Buildings 1 and 2 (including the driveway associated with Phase 1 and utilities associated with Phases 1 and 2), landscaping in area A, elevator improvements to existing buildings and seawall improvements.
- Phase 2 will include Buildings 3 and 4 (including the driveway associated with Phase 2) and landscaping in area B.
- Phase 3 will include Buildings 5 and 6 (including driveways associated with Phase 3 and utilities associated with Phases 3-5) and landscaping in area C.
- Phase 4 will include Buildings 7 and 8 (including the driveways associated with such buildings)
- Phase 5 will include Buildings 9 and 10 (including driveways associated with such buildings), the resurfacing of the Marina Point roadway and parking lot area E, and landscape area D.

¹ To date, the Condominium remains uncompleted, and the fifteen homeowners in the development are equally responsible for the costs of maintaining the common areas - which were originally intended to be divided among 45 units and property owners.

In previous studies for this area, residents identified several priorities which included “to provide housing choices for a variety of age groups and income levels, appropriate to the area.” The Rivanna Community Planning Area is the most developed planning area in the county and contains a mixture of residential, office and commercial uses to serve this diverse population with many who have either relocated from another portion of the country or even those who have come from another part of Fluvanna County to be that much closer to available medical and dental service providers.

The Comprehensive Plan’s adopted Housing Chapter provides that most of the County’s future housing needs should be located within the community planning areas (CPA). To that end, the plan states that zoning should be approved that enables increased residential density in the growth areas and allows for mixed-use developments. The Comprehensive Plan also states that to provide a variety of well-planned housing choices, the County should allow for a mix of housing types and densities in individual developments, such as single-family and multi-family, as appropriate for the area and the existing or planned infrastructure. The plan also states that the County should allow for housing suited to the needs of the growing senior population with greater density in the community planning areas.

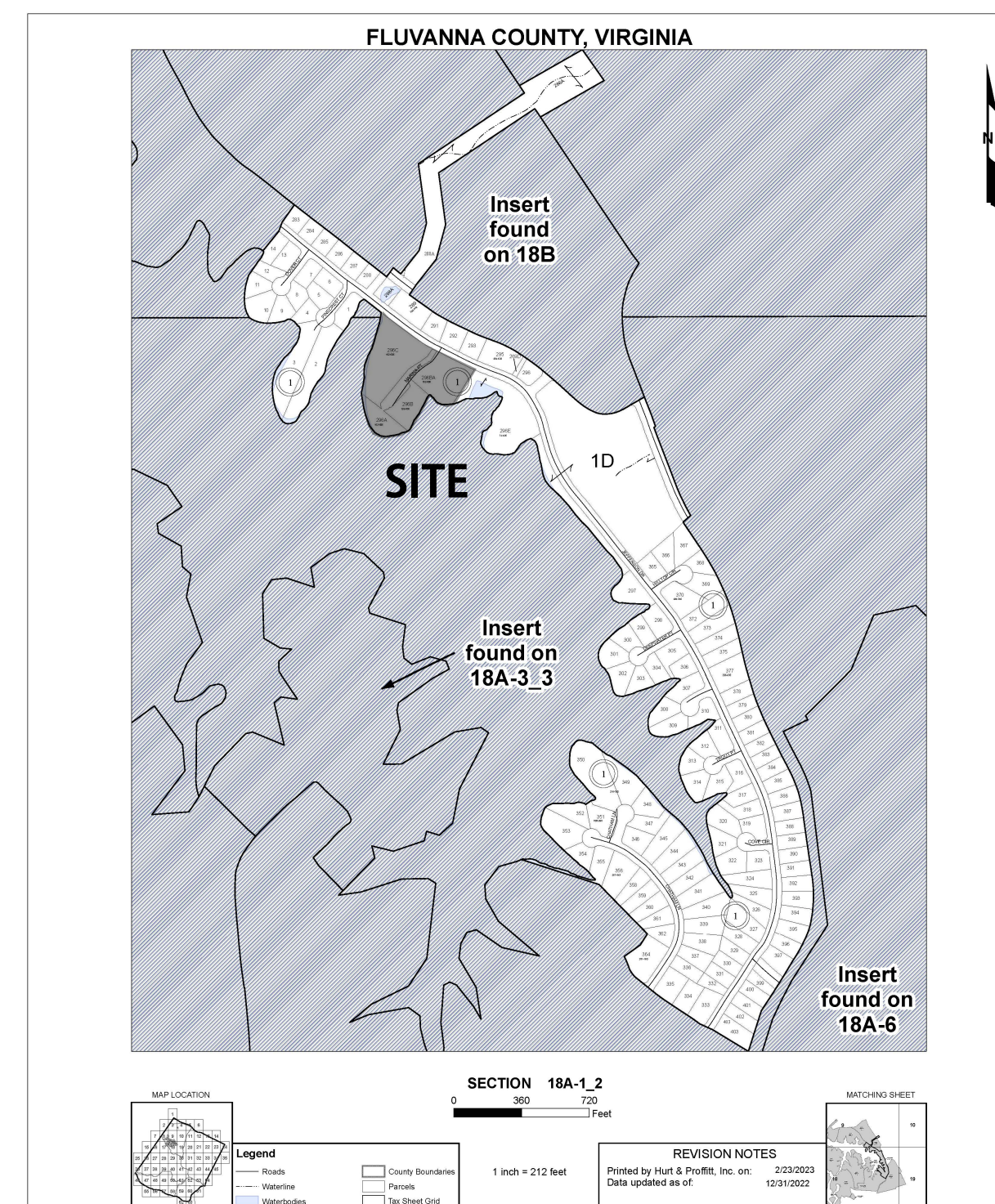
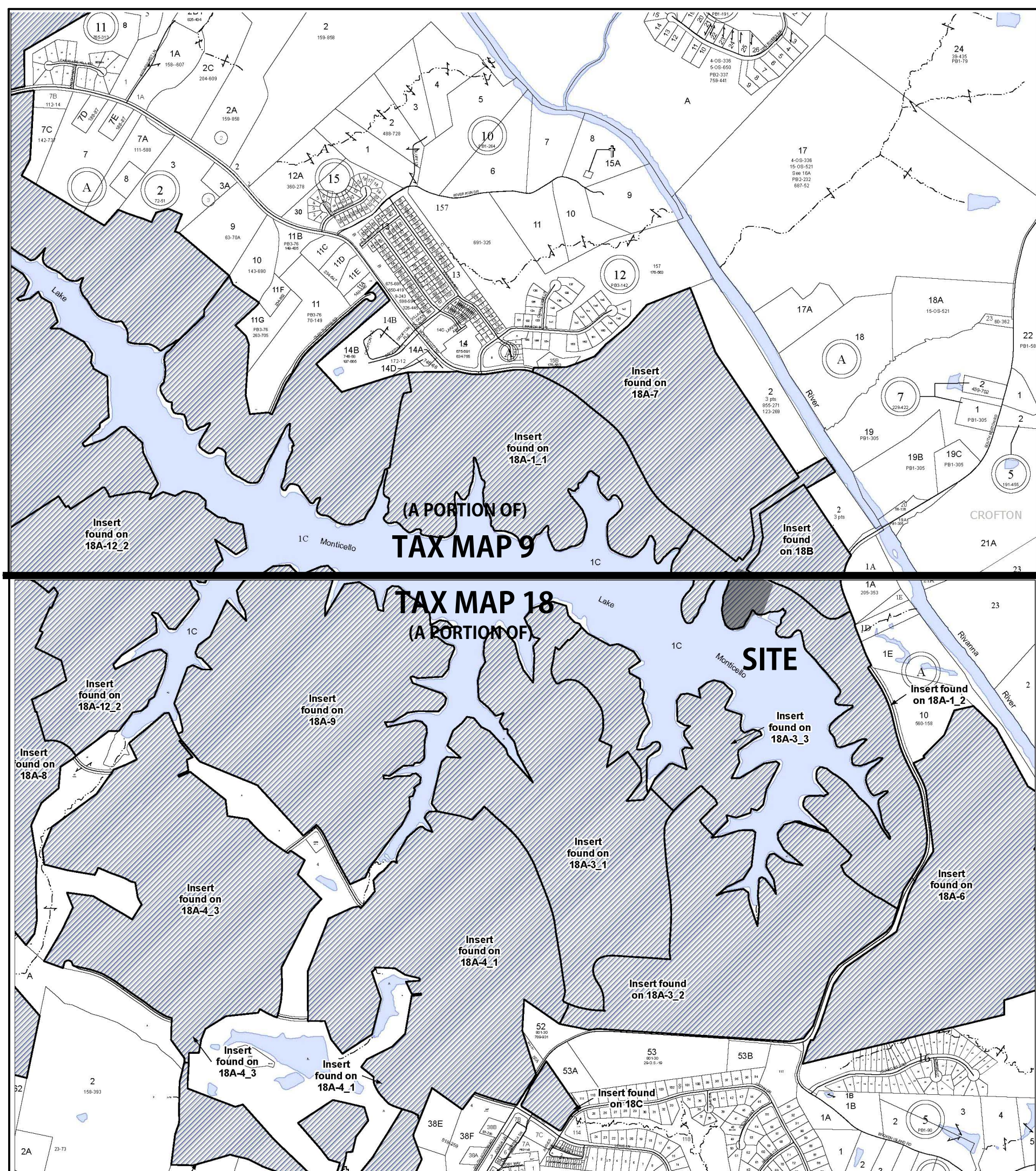
The additional Condominium units in Lake Monticello would provide additional housing types at a density that is consistent with the above goals of the Comprehensive Plan. Increasing the density of this Property would allow for additional housing options while limiting the available locations in which development could occur elsewhere.

The increased units are specifically appropriate for this location because the Property was originally planned as a 45-unit condominium. The original development plan recorded with the Declaration is attached as exhibit B. But for the downzoning, the Property would have been developed at a far greater density than is requested in this SUP application.

If the Amendment is adopted, the new density units will also generate new real property tax revenue for the County. It is estimated that the additional units will generate an annual increase in real estate tax revenue of approximately \$63,000 (based on an estimated \$500,000 average initial assessment for the 15 units). There will be few, in any, school children expected to live in the new Condominium units, and thus minimal impact on County education costs.

VI. Plan

See Sketch Plan, attached.



INSERT 18A-1_2

SITE DATA

OWNER: MARINA POINT OF LAKE MONTICELLO INC.
P.O. BOX 7505
CHARLOTTESVILLE VA. 22906
(804) 539-6734

ENGINEERS: ROUDABUSH, GALE, & ASSOCIATES, INC.
999 SECOND ST. SE
CHARLOTTESVILLE, VA. 22902
(434) 977-0205

LEGAL DESCRIPTION: TMP'S 18A-1-296A, 18A-1-296B, 18A-1-296BA & 18A-1-296C
ZONE: R-4

THIS PROPERTY IS NOT LOCATED WITHIN AN AGRICULTURAL & FOREST DISTRICT.

SUBJECT PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD INSURANCE RATE MAP ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON COMMUNITY PANEL NUMBER 51005B 0066 C. EFFECTIVE DATE: MAY 16, 2008.

SHEET INDEX

- SHEET 1 ---- COVER SHEET
- SHEET 2 ---- EXISTING CONDITIONS
- SHEET 3 ---- SKETCH PLAN
- SHEET 4 ---- CONCEPTUAL LANDSCAPING & PHASING PLAN

MARINA POINT
OF
LAKE MONTICELLO
**SKETCH PLAN
COVER SHEET**

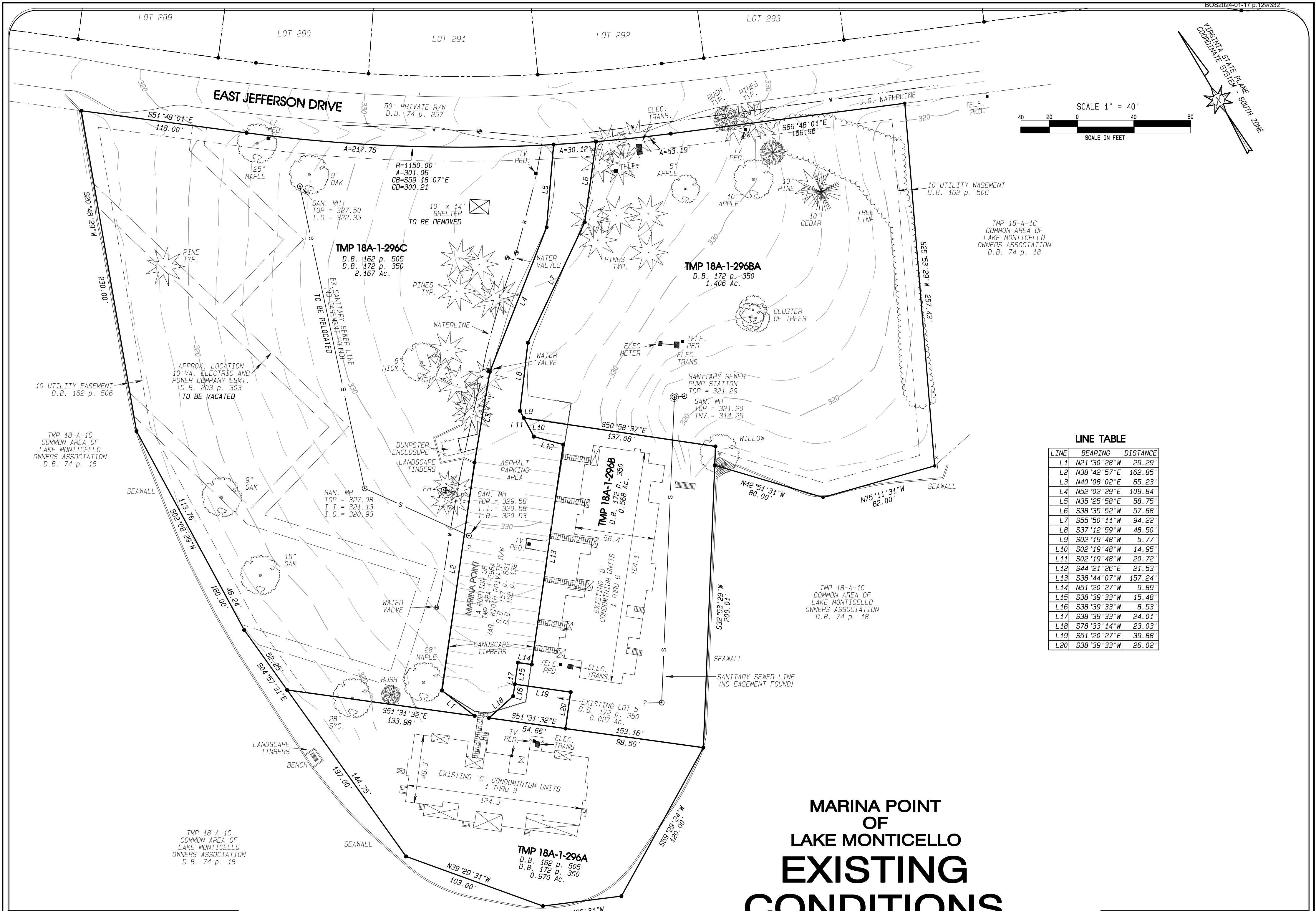
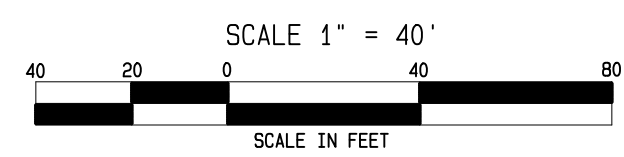
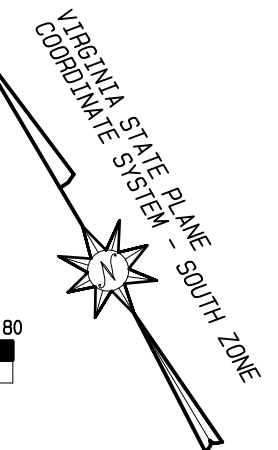
ROUDABUSH, GALE & ASSOCIATES, INC.
ENGINEERS, SURVEYORS AND LAND PLANNERS
A PROFESSIONAL CORPORATION
SERVING VIRGINIA SINCE 1956
999 SECOND STREET SE - CHARLOTTESVILLE, VIRGINIA 22902
PHONE 434-977-0205 - FAX 434-296-5220 - EMAIL INFO@ROUDABUSH.COM

AUGUST 25, 2023

SHEET

FILE: 6751

1\4



TMP 18-A-1C
COMMON AREA OF
LAKE MONTICELLO
OWNERS ASSOCIATION
D.B. 74 p. 18

TMP 18-A-1C
COMMON AREA OF
LAKE MONTICELLO
OWNERS ASSOCIATION
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TMP 18-A-1C
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TMP 18-A-1C
COMMON AREA OF
LAKE MONTICELLO
OWNERS ASSOCIATION
D.B. 74 p. 18

LINE TABLE

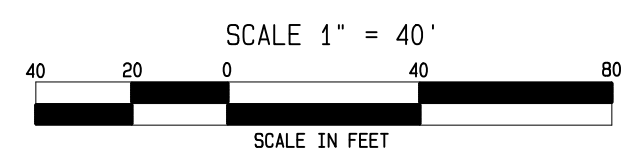
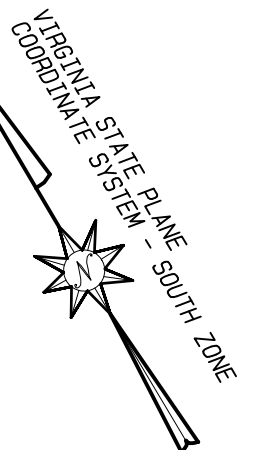
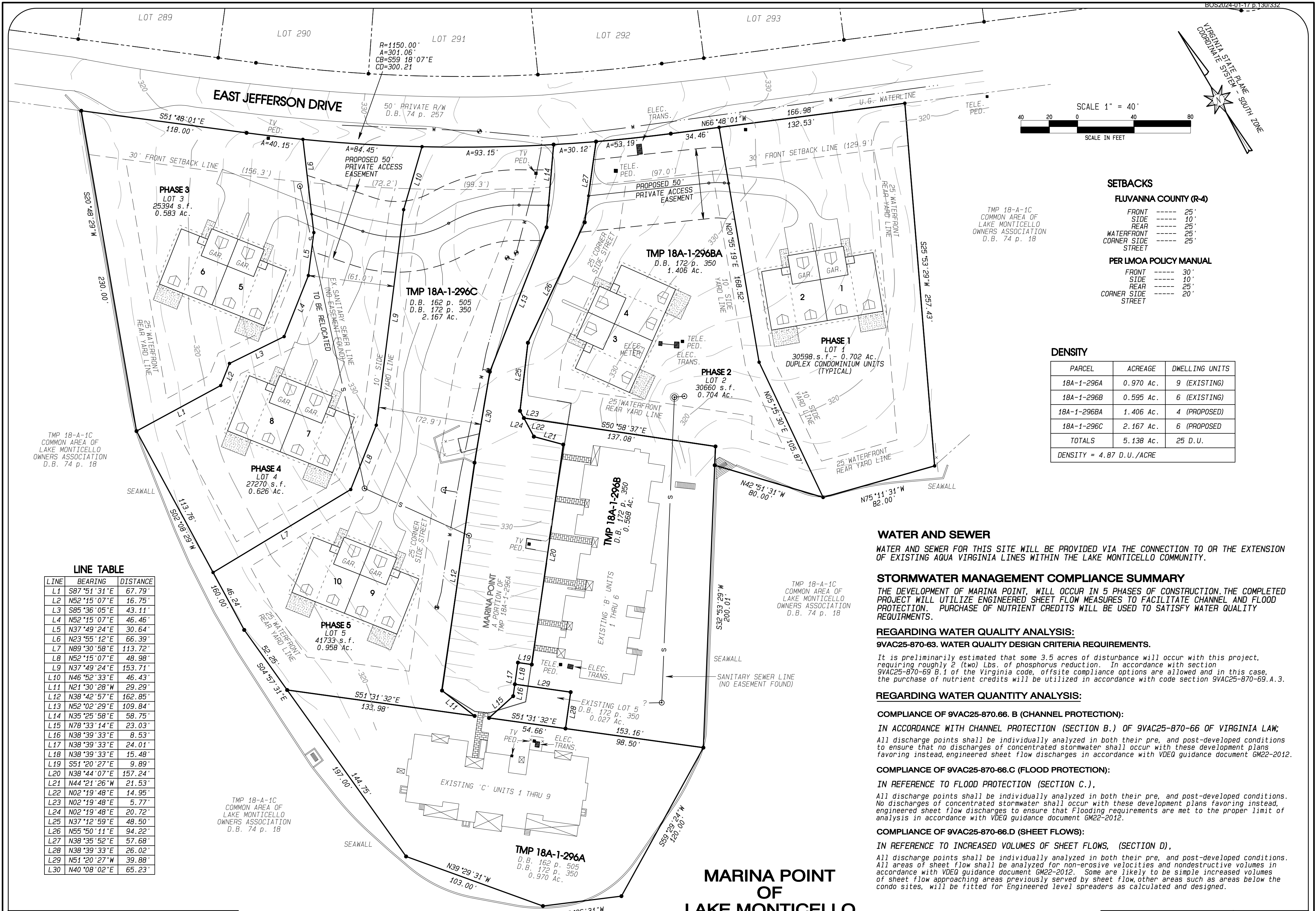
LINE	BEARING	DISTANCE
L1	N21°30'28"W	29.29'
L2	N38°42'57"E	162.85'
L3	N40°08'02"E	65.23'
L4	N52°02'29"E	109.84'
L5	N35°25'58"E	58.75'
L6	S38°35'52"W	57.68'
L7	S55°50'11"W	94.22'
L8	S37°12'59"W	48.50'
L9	S02°19'48"W	5.77'
L10	S02°19'48"W	14.95'
L11	S02°19'48"W	20.72'
L12	S44°21'26"E	21.53'
L13	S38°44'07"W	157.24'
L14	N51°20'27"W	9.89'
L15	S38°39'33"W	15.48'
L16	S38°39'33"W	8.53'
L17	S38°39'33"W	24.01'
L18	S78°33'14"W	23.03'
L19	S51°20'27"E	39.88'
L20	S38°39'33"W	26.02'

MARINA POINT OF LAKE MONTICELLO EXISTING CONDITIONS

ROUDABUSH, GALE & ASSOCIATES, INC.
ENGINEERS, SURVEYORS AND LAND PLANNERS
A PROFESSIONAL CORPORATION
SERVING VIRGINIA SINCE 1956
990 SECOND STREET SE - CHARLOTTESVILLE, VIRGINIA 22902
PHONE 434-977-0205 - FAX 434-296-5220 - EMAIL INFO@ROUDABUSH.COM

AUGUST 25, 2023
SCALE: 1" = 40'
FILE: 6751

SHEET
2 \ 4



SETBACKS

FLUVANNA COUNTY (R-4)

FRONT	-----	25'
SIDE	-----	10'
REAR	-----	25'
WATERFRONT	-----	25'
CORNER SIDE STREET	-----	25'

PER LMOA POLICY MANUAL

FRONT	-----	30'
SIDE	-----	10'
REAR	-----	25'
CORNER SIDE STREET	-----	20'

DENSITY

PARCEL	ACREAGE	DWELLING UNITS
18A-1-296A	0.970 Ac.	9 (EXISTING)
18A-1-296B	0.595 Ac.	6 (EXISTING)
18A-1-296BA	1.406 Ac.	4 (PROPOSED)
18A-1-296C	2.167 Ac.	6 (PROPOSED)
TOTALS	5.138 Ac.	25 D.U.

DENSITY = 4.87 D.U./ACRE

WATER AND SEWER

WATER AND SEWER FOR THIS SITE WILL BE PROVIDED VIA THE CONNECTION TO OR THE EXTENSION OF EXISTING AQUA VIRGINIA LINES WITHIN THE LAKE MONTICELLO COMMUNITY.

STORMWATER MANAGEMENT COMPLIANCE SUMMARY

THE DEVELOPMENT OF MARINA POINT, WILL OCCUR IN 5 PHASES OF CONSTRUCTION. THE COMPLETED PROJECT WILL UTILIZE ENGINEERED SHEET FLOW MEASURES TO FACILITATE CHANNEL AND FLOOD PROTECTION. PURCHASE OF NUTRIENT CREDITS WILL BE USED TO SATISFY WATER QUALITY REQUIREMENTS.

REGARDING WATER QUALITY ANALYSIS:

9VAC25-870-63. WATER QUALITY DESIGN CRITERIA REQUIREMENTS.

It is preliminarily estimated that some 3.5 acres of disturbance will occur with this project, requiring roughly 2 (two) Lbs. of phosphorus reduction. In accordance with section 9VAC25-870-69 B.1 of the Virginia code, offsite compliance options are allowed and in this case, the purchase of nutrient credits will be utilized in accordance with code section 9VAC25-870-69.A.3.

REGARDING WATER QUANTITY ANALYSIS:

COMPLIANCE OF 9VAC25-870.66. B (CHANNEL PROTECTION):

IN ACCORDANCE WITH CHANNEL PROTECTION (SECTION B.) OF 9VAC25-870-66 OF VIRGINIA LAW; All discharge points shall be individually analyzed in both their pre, and post-developed conditions to ensure that no discharges of concentrated stormwater shall occur with these development plans favoring instead, engineered sheet flow discharges in accordance with VDEQ guidance document GM22-2012.

COMPLIANCE OF 9VAC25-870-66.C (FLOOD PROTECTION):

IN REFERENCE TO FLOOD PROTECTION (SECTION C.), All discharge points shall be individually analyzed in both their pre, and post-developed conditions. No discharges of concentrated stormwater shall occur with these development plans favoring instead, engineered sheet flow discharges to ensure that Flooding requirements are met to the proper limit of analysis in accordance with VDEQ guidance document GM22-2012.

COMPLIANCE OF 9VAC25-870-66.D (SHEET FLOWS):

IN REFERENCE TO INCREASED VOLUMES OF SHEET FLOWS, (SECTION D), All discharge points shall be individually analyzed in both their pre, and post-developed conditions. All areas of sheet flow shall be analyzed for non-erosive velocities and nondestructive volumes in accordance with VDEQ guidance document GM22-2012. Some are likely to be simple increased volumes of sheet flow approaching areas previously served by sheet flow, other areas such as areas below the condo sites, will be fitted for Engineered level spreaders as calculated and designed.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S87°51'31"E	67.79'
L2	N52°15'07"E	16.75'
L3	S85°36'05"E	43.11'
L4	N52°15'07"E	46.46'
L5	N37°49'24"E	30.64'
L6	N23°55'12"E	66.39'
L7	N89°30'58"E	113.72'
L8	N52°15'07"E	48.98'
L9	N37°49'24"E	153.71'
L10	N46°52'33"E	46.43'
L11	N21°30'28"W	29.29'
L12	N38°42'57"E	162.85'
L13	N52°02'29"E	109.84'
L14	N35°25'58"E	58.75'
L15	N78°33'14"E	23.03'
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L17	N38°39'33"E	24.01'
L18	N38°39'33"E	15.48'
L19	S51°20'27"E	9.89'
L20	N38°44'07"E	157.24'
L21	N44°21'26"W	21.53'
L22	N02°19'48"E	14.95'
L23	N02°19'48"E	5.77'
L24	N02°19'48"E	20.72'
L25	N37°12'59"E	48.50'
L26	N55°50'11"E	94.22'
L27	N38°35'52"E	57.68'
L28	N38°39'33"E	26.02'
L29	N51°20'27"W	39.88'
L30	N40°08'02"E	65.23'

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**MARINA POINT
 OF
 LAKE MONTICELLO
 SKETCH PLAN**

AUGUST 25, 2023	SHEET
SCALE: 1" = 40'	3 \ 4
FILE: 6751	

LOT 289

LOT 290

LOT 291

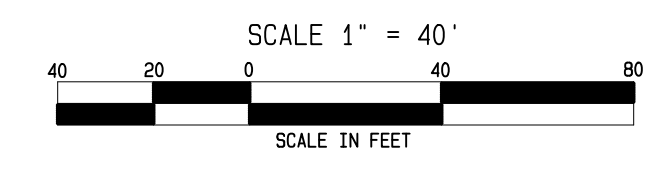
LOT 292

LOT 293

EAST JEFFERSON DRIVE

50' PRIVATE R/W
D.B. 74 p. 257

U.G. WATERLINE



VIRGINIA STATE PLANE
COORDINATE SYSTEM - SOUTH ZONE

TMP 18-A-1C
COMMON AREA OF
LAKE MONTICELLO
OWNERS ASSOCIATION
D.B. 74 p. 18

PHASING NARRATIVE

PHASE 1

- BUILDINGS 1 AND 2
- DRIVEWAY ASSOCIATED WITH PHASE 1
- UTILITIES ASSOCIATED WITH PHASES 1 & 2
- LANDSCAPE AREA 'A'
- ELEVATOR IMPROVEMENTS
- OLD ELEVATOR SHAFT IMPROVEMENTS
- SEAWALL IMPROVEMENTS

PHASE 2

- BUILDINGS 3 AND 4
- DRIVEWAY ASSOCIATED WITH PHASE 2
- LANDSCAPE AREAS 'B'

PHASE 3

- BUILDINGS 5 AND 6
- DRIVEWAY ASSOCIATED WITH PHASE 3 FOR BUILDINGS 5 AND 6
- UTILITIES ASSOCIATED WITH PHASES 3 THRU 5
- LANDSCAPE AREA 'C'

PHASE 4

- BUILDINGS 7 AND 8
- DRIVEWAY ASSOCIATED WITH PHASE 4 FOR BUILDINGS 7 AND 8

PHASE 5

- BUILDINGS 9 AND 10
- DRIVEWAY ASSOCIATED WITH PHASE 5 FOR BUILDINGS 9 AND 10
- RESURFACE MARINA POINT ROADWAY AND PARKING LOT AREA 'E'
- LANDSCAPE AREAS 'D'

TMP 18-A-1C
COMMON AREA OF
LAKE MONTICELLO
OWNERS ASSOCIATION
D.B. 74 p. 18

TMP 18-A-1C
COMMON AREA OF
LAKE MONTICELLO
OWNERS ASSOCIATION
D.B. 74 p. 18

TMP 18-A-1C
COMMON AREA OF
LAKE MONTICELLO
OWNERS ASSOCIATION
D.B. 74 p. 18

MARINA POINT
A PORTION OF
TMP 18A-1-2964

EXISTING LOT 5
D.B. 172 p. 350
0.027 Ac.

EXISTING 'C' UNITS 1 THRU 9

EXISTING 'B' UNITS 1 THRU 6

PHASE 3

PHASE 4

PHASE 5

PHASE 2

PHASE 1

MARINA POINT
OF
LAKE MONTICELLO

CONCEPTUAL
LANDSCAPING
& PHASING PLAN

Rationale For Opposing ZTA23:01 And Its Related Special Use Permit

Recommendation

I recommend that the Planning Commission vote to defer action on Marina Point's applications for ZTA23:01 and a Special Use Permit (SUP) for a period of at least two months. I recommend this because Marina Point is not legally positioned to pursue the construction of its proposed units. It does not seem appropriate for Fluvanna County to make changes for an applicant who lacks the legal support to enact those changes. Although I don't believe Marina Point can cure its legal deficiencies, I suggest a two month deferral to allow Marina Point time to determine if it can.

Should the Planning Commission choose not to defer action on both ZTA23:01 and Marina Point's SUP, I recommend that the Planning Commission vote to recommend denial of both applications.

Analysis

My rationale for opposing ZTA23:01 and Marina Point's SUP flows from 1) restrictions in Marina Point's 1984 deed; 2) elements of the Virginia Condominium Act with which Marina Point is not in compliance; 3) Marina Point's Narrative Statement; and 4) Planning Commission Staff Reports.

A. Deed restrictions

1. Marina Point's 1984 deed specifies these restrictive covenants and declares that they are to run with the property:

- a. a maximum of 45 dwelling units may be constructed;

A request to add ten dwelling units would bring the total to 25 units, which is less than the maximum identified in the deed.

- b. the units may be condominiums;

All units are condominiums, so this covenant is met.

- c. there shall not be less than one building for every nine dwelling units;

Although this is a poorly drafted covenant, Marina Point should not be given the benefit of constructing it as its wants. The President of Marina Point at the time of the purchase was an experienced real estate developer. He was also an officer of the Monticello Development Corporation, the seller of the property. As an experienced developer, it should be assumed that he was fully aware of the intent of this covenant, especially given that the early understanding was that Marina Point was going to have five buildings with each having nine units.

The most reasonable interpretation of this covenant mirrors the early understanding of Marina Point's plans: each building will have nine units, not two as is proposed in the SUP.

When Marina Point added the townhouses, it appears to have violated this covenant. There are six units in one building. This is less than one building for every nine units.

- d. time share arrangements are prohibited;

There are no time share arrangements at Marina Point, so this covenant is met.

- e. improvements are subject to the Lake Monticello Owners' Association's (LMOA) Environmental Control Committee's (ECC) rules in effect at the time application is made for approval;

Should the Board of Supervisors approve ZTA23:01 and Marina Point's SUP, all improvements must comply with the ECC rules in effect at the time the request is made.

- f. plans submitted to the ECC shall be deemed approved if they are the same as the plans and specifications for Building One which were approved on May 23, 1984; and

The plans proposed by Marina Point in its SUP are not the same as the plans approved on May 23, 1984, so they will not be deemed approved. They will be scrutinized in the same manner as any other plans submitted to the ECC.

This covenant further suggests that Marina Point's earliest plans were to construct identical buildings with nine units each.

- g. owners of residential condominium units shall be nonvoting members of the LMOA;

This covenant was changed by agreement between the Marina Point Council of Unit Owners (Council) and the LMOA to make unit owners voting members of the LMOA. This change was noted in an Amendment to the Declaration of Condominium executed on July 2, 1991, in accord with the covenant providing the method of changing the restrictive covenants specified in the deed.

Marina Point's proposal to build five buildings with two units each is a violation of the restrictive covenants in its deed. Marina Point should not be given permission to do something that violates covenants in its deed. Just because Marina Point complies with most of its deed restrictions does not permit it to disregard compliance with the other restrictions.

2. The deed specifies there are restrictive covenants not written in the deed to which Marina Point is subject and states that they are to run with the property:

- a. the property is "for the benefit of current and future owners of the property, subject to the right of the Board of Directors of the Association [LMOA] to make reasonable regulations for such use."

This acknowledges that Marina Point is subject to the LMOA's regulations. There is no reservation on the scope of those regulations other than "reasonable."

- b. "[t]his conveyance is made subject to easements and conditions of record as the same may lawfully affect the property and easements herein conveyed."

At the time of the conveyance of the property, the Statement of Subdivision for Section One of Lake Monticello, the section in which Marina Point is located, had been on record for about fifteen years. The restrictions within this document were a matter of public record and certainly known to the developer who was an officer of Monticello Development Corporation.

The Statement of Subdivision introduces the LMOA; requires lot owners to be members of the LMOA; states the LMOA shall make uniform annual assessments; provides that members of the LMOA will have use of Lake Monticello; specifies the responsibilities of the ECC in approving submitted plans; and prohibits further subdivision without the LMOA's prior written consent which is to be recorded in the Circuit Court.

- c. owners of residential condominium units agree "to be bound by the Association's Articles of Incorporation, Covenants and Restrictions, By-laws, Policies, Rules and Regulations hereinafter called the Association's Documents (Association Documents) including payment of such dues and special assessments as may be properly made by the Association. The Association reserves the right to hereafter make changes, additions, and deletions to the Association Documents.";

This is a recognition that the LMOA's documents will change over time and that Marina Point unit owners will be subject to all changes in those documents.

- d. the restrictive covenants are for the benefit of the LMOA which will be able to enjoin any violations through legal proceedings and recover damages for violations, including its costs and attorneys' fees in any such proceedings; and

This provides that the restricted covenants are for the benefit of the LMOA and not Marina Point.

- e. the LMOA has the authority to place liens against any condominium unit for delinquent dues and assessments.

This is further notice that unit owners are subject to the LMOA's dues and assessments.

B. Virginia Condominium Act

The Virginia Condominium Act (VCA) states the requirements with which a condominium must comply and the items that must be in the Declaration of Condominium. Any Declaration of Condominium or related amendment with required information omitted or with a material mistake places those documents outside of any guarantees or protections available from the VCA. Further, no

protections apply to a document that is not filed, even if that document has no errors. (§ 55.1-1900 “Condominium instruments”)

The following are provisions of the VCA with which Marina Point’s Declaration of Condominium (Declaration) and related amendments do not comply:

- a. all documents related to a condominium must be recorded within the county in which the condominium is located (§ 55.1-1911);

The Council amended its Bylaws on December 1, 2012, and June 1, 2013. These are the only two amendments that are recorded in the Circuit Court. The amendments themselves are not relevant to either ZTA23:01 or Marina Point’s SUP; however, the citations to the Declaration presented in both amendments are relevant. Both amendments cited amendments to the Declaration that were made on June 5, 1985, July 30, 1985, August 2, 1985, September 12, 1986, and July 2, 1991. Of these, only the amendment dated July 2, 1991, is on file at the Circuit Court. As such, the amendments made on June 5, 1985, July 30, 1985, August 2, 1985, and September 12, 1986 are not considered to be part of the Declaration and the VCA does not recognize them as existing.

In addition, there are two amendments to the Declaration, dated October 28, 1986, and June 1, 1989, that are on file at the Circuit Court that are not referenced by the amendments to the Bylaws.

With references to amendments that are not filed and no references to amendments that are filed, it appears that those who are making filings are not aware of the VCA recognized contents of the Declaration. If they are not so aware, Marina Point can’t make assurances that all of their documents support their applications.

- b. all conversion of convertible land must occur no later than ten years from the date the relevant declaration is filed (§ 55.1-1924 C.); until 2012, this period was six years; and

At the community meeting that Marina Point hosted on September 27, 2023, Ms. Cosby presented a drawing from the June 1, 1989, amendment to the Declaration. This showed the location of four buildings with a combined 30 units that were to be built. She noted that since this was filed in accord with the VCA, Marina Point had permission of the VCA to build more units.

The VCA’s permission for this proposed conversion of convertible land expired on May 31, 1996. After that date, the VCA no longer recognized the ability to pursue that use of convertible land. This means that Marina Point has been without VCA permission to build new units for almost thirty years.

- c. plans for convertible land must be filed and include the reallocation of the undivided interests of the unit owners (§ 55.1-1924 B.).

Marina Point has provided drawings of units it now proposes to build on its convertible land. These drawings and related information are not compliant with the VCA since it is not filed at the Circuit Court with all required information.

Marina Point's plans to build ten new units are not authorized by its Declaration; therefore, the plans to build the new units do not comply with the VCA.

C. Marina Point's Narrative Statement Support Of Its SUP Application

The Narrative Statement is provided as part of the application for the SUP. The county's application for a zoning text amendment does not ask for any supporting rationale, so there is no Narrative Statement supporting ZTA23:01 specifically.

In general, Marina Point's Narrative Statement provides two paragraphs of statements from the Comprehensive Plan and makes conclusory statements in one paragraph that its SUP addresses those statements.

1. The following are specific ways that the Narrative Statement is not consistent with the cited parts of the Comprehensive Plan:

- a. "[i]n previous studies for this area, residents identified several priorities which included 'to provide housing choices for a variety of age groups and income levels, appropriate to the area.'";

Marina Point's proposed new units will not add housing choices for a variety of age groups and income levels. Ms. Cosby noted at the September 27, 2023, community meeting that Marina Point expects those who purchase the units to be older, though she did not amplify what that meant. The units will be marketed for at least \$500,000. At this price, the units will be purchased by those with both a higher income and a higher net worth. Units for sale at this price are common at Lake Monticello.

- b. "most of the County's future housing needs should be located within the community planning areas (CPA). To that end, the plan states that zoning should be approved that enables increased residential density in the growth areas and allows for mixed-use developments.";

The only part of this statement related to Marina Point's applications is that Marina Point is in the Rivanna CPA. Adding the provision for an SUP that permits up to five residential units per acre in the R-4 zoning district that does not permit mixed-use developments does not fit with this part of the Comprehensive Plan. Developments that are zoned R-3 that permit mixed-use are being built in the Rivanna CPA. Colonial Circle, a mixed-use development which will provide housing choices for many ages and income levels, has an approved SUP to build at a density of 5.4 residential units per acre. Under the provisions of an SUP in the R-3 zoning district, the developer could have sought permission for a density of up to 10 residential units per acre.

New R-3 and PUD developments would be well-suited to meet the cited goals. An SUP option in R-4 will not meet any of these goals other than just increased density.

- c. “the County should allow for a mix of housing types and densities in individual developments such as single-family and multi-family”; and

This part of the Comprehensive Plan has already been met by the addition of an SUP for up to ten residential units per acre in R-3. The Comprehensive Plan does not suggest that every zoning district needs to “allow for a mix of housing types and densities in individual developments such as single-family and multi-family.”

Marina Point has not provided any rationale to demonstrate how adding an SUP to R-4 provides benefits to Fluvanna County beyond what already exists with the R-3 and PUD zoning districts.

- d. “the County should allow for housing suited to the needs of the growing senior population with greater density in the community planning areas.”

As noted above, Ms. Cosby stated at the September 27, 2023, community meeting that Marina Point expects those who purchase the units to be older. She did not explain the basis for this conclusion, but, assuming she is correct, she did not indicate how these new units will address Fluvanna’s growing senior population. Marina Point will market the new units widely and, as a consequence, many, if not most, are likely to be bought by those who do not currently live in Fluvanna County. If this is correct, this will only add to Fluvanna’s growing senior population.

2. The following are conclusory comments in Marina Point’s Narrative Statement that are intended to demonstrate compliance with the Comprehensive Plan:

- a. “[t]he additional Condominium units in Lake Monticello would provide additional housing types at a density that is consistent with the above goals of the Comprehensive Plan”; and
- b. “[i]ncreasing the density of this Property would allow for additional housing options while limiting the available locations in which development could occur elsewhere”.

These conclusions lack any support and Marina Point presumes that they are correct simply because they are included in the Narrative Statement.

3. The following are isolated comments in Marina Point’s Narrative Statement that are intended to demonstrate the value of approving Marina Point’s application for an SUP:

- a. “[t]he increased units are specifically appropriate for this location because the Property was originally planned as a 45-unit condominium”; and

This is essentially saying that since the plan in 1983 was to build 45 units, the Board of Supervisors should just approve an SUP for an additional ten units.

- b. “[b]ut for the downzoning, the Property would have been developed at a far greater density than is requested in this SUP application.”

This is an extension of a. above. Marina Point is essentially saying that if it had built all of the units it wanted to in the 1980’s, you would already have way more units than we are asking for. It is almost saying Fluvanna County should be glad we are only asking for ten more units.

4. Marina Point’s narrative statement notes that a benefit to Fluvanna County will be additional tax revenue if the SUP is approved. It further notes that those new taxes will have a minimal impact on the County’s education costs since Marina Point does not expect families with school-aged children to live in the new units. There is no explanation for the conclusion about school-aged children. A Fluvanna County school bus currently makes a stop at Marina Point to pick up students so there is no assurance that new three-story units will be purchased by families without school-aged children.

D. Planning Commission Staff Reports

There are two Staff Reports, one for ZTA23:01 and one for the SUP. However, these two reports are identical with the exception of case numbers, district, and an identifier in the suggested motions. It seems odd that the rationale for an SUP matches the rationale for a countywide amendment exactly.

1. The single paragraph titled “Comprehensive Plan” notes the following:

- a. that CPAs were established as part of the 2000 Comprehensive Plan;

This is a simple factual statement.

- b. that the Comprehensive Plan recommended that 70% of Fluvanna’s growth should be in the CPAs;

This is providing historical context to growth in the CPAs.

- c. “[d]uring 2022, County staff discussed with the community through the 2040 Comp Plan open houses to eliminate the rural residential planned area and merge that into the rural preservation area which further emphasizes the need to develop in one of our six (6) community planning areas, especially in the Zion Crossroads Area.”;

This is accurate information, but it is premature to cite these discussions as authority. Although the rural residential planned area may be merged into the rural preservation area, until that is incorporated into the Comprehensive Plan, it is not a premise on which decisions should be based.

Further, the above statement emphasizes development in the Zion Crossroads CPA and only gives reference to the Rivanna CPA because it is one of the six CPAs.

2. The section titled “2015 Land Use Chapter” notes the following:

- a. “[t]he Comprehensive Plan designates the Lake Monticello community as within the Rivanna Community Planning Area which makes up approximately 40 percent of the county’s population.”;

These are accurate statements providing context.

- b. “this area is traditionally residential, with primarily single-family, detached dwellings”;

This is an accurate statement providing context.

- c. “[s]urrounding growth should be a mixture of uses and residential dwelling types that serve a variety of incomes.”;

In context, this was guidance for development “surrounding” Lake Monticello rather than development within it.

- d. “[n]eighborhood mixed-use is needed to help offset the volume of single-family residential development in this community.”;

In context, this also was guidance for development beyond Lake Monticello. Marina Point is zoned R-4 which is not a mixed-use zoning district. Adding an SUP for density of up to five residential units per acre does not transform it into mixed-use.

- e. “[a]dditional services and infrastructure are needed to accommodate more growth.”

There is no reference in the Staff Reports about what services and infrastructure have been added that would support an increase in density.

- f. “[i]n previous studies for this area, residents identified several priorities which included ‘to provide housing choices for a variety of age groups and income levels, appropriate to the area.’”;

The reference to “area” is vague. To the extent that this is a reference to development outside of Lake Monticello, there is no discussion of changes that have already occurred since the 2015 Comprehensive Plan was adopted. There is no discussion about how Village Oaks or Colonial Circle address this or how adding an SUP option in R-4 would address it.

3. The section titled “2015 Housing Chapter” notes the following:

- a. “[c]reate zoning that enables increased residential density in the growth areas and allows for mixed-use developments and including residential units above the storefronts and encourage housing in close proximity to commercial development areas so the need for transportation to work is lessened.”;

Having this presented in support of adding an SUP to R-4 is bewildering. Nothing in this statement can be applied to R-4. This more aptly addresses PUDs which could be built in the Zion Crossroads CPA or, to a lesser extent, R-3 developments in any of the CPAs.

- b. “[a]llow for a mix of housing types and densities in individual developments such as single-family and multi-family, as appropriate for the area and the existing or planned infrastructure.”; and

Marina Point is the only property that is currently capable of applying for an SUP under ZTA23:01’s proposed changes. This part of the Comprehensive Plan has already been met by the addition of an SUP for up to ten residential units per acre in R-3. The Comprehensive Plan does not suggest that every zoning district needs to “allow for a mix of housing types and densities in individual developments such as single-family and multi-family.” There is also no discussion of what is appropriate for the existing or planned infrastructure or of what new infrastructure is planned.

- c. “[a]llow for housing and care facilities suited to the needs of the growing senior population with greater density in the community planning areas.”

As noted above, Ms. Cosby stated at the September 27, 2023, community meeting that Marina Point expects those who purchase the units to be older. She did not explain the basis for this conclusion, but, assuming she is correct, she did not indicate how these new units will address Fluvanna’s growing senior population. Marina Point will market the new units widely and, as a consequence, many, if not most, are likely to be bought by those who do not currently live in Fluvanna County. If this is correct, this will only add to Fluvanna’s growing senior population.

Including this statement in the Staff Reports does not provide any analysis for how adding an SUP in R-4 addresses the issues.

The information in this section appears to be included simply to give references to part of the Comprehensive Plan without considering any relevance to the issues being considered.

4. The section titled “Lake Monticello Information” notes the following:
- a. the LMOA ECC enforces the requirement that only single-family, detached homes can be built in the community;

This is an accurate statement, at least based on what is currently in R-4.

- b. even if ZTA23:01 is approved, since an LMOA property owner would have to seek an SUP for anything other than a single-family home, the LMOA rules and regulations would not permit such a use.

This does not address why an LMOA property owner other than Marina Point could not request an SUP. Further, if LMOA’s permission is part of the process for an LMOA

property owner to pursue an SUP, then, since Marina Point is subject to LMOA's rules and regulations, it should also have to seek LMOA's permission to pursue an SUP.

5. The section titled "Planning Analysis" notes the following:

a. "40% of the county population resides in or near Lake Monticello";

This is an accurate statement, but it is not analysis.

b. "[i]n addition to the many subdivisions in Lake Monticello, there is a stand-alone development that is known as Marina Point that operates under the Virginia Condominium Act.";

This is a mostly accurate statement. As noted above, while Marina Point operates under the VCA, it is still subject to LMOA's rules and regulations as noted in its Declaration.

c. "Fluvanna County, like many rural counties, has housing challenges. Available housing, from workforce housing, options for senior to downsize from two-story homes to age-in-place in a one-story home, and for young adults and families looking for a home, are all in high demand.";

This is likely an accurate statement, but it is not analysis related to either ZTA23:01 or Marina Point's application for an SUP. Further, it does not explain how Marina Point's proposed three-story units relate to downsizing to a one-story home.

d. "[h]ousing type choices and a better range of residential density amounts would be made available through Residential R-3 and R-4 conditional rezoning applications that are properly planned and would become part of a planned development which would be the main basis for all new homes.";

This is a conclusory statement. It does not explain how R-3 developments, with or without an SUP for additional density, have addressed Fluvanna County's needs. It also does not explain how or what ZTA23:01 will add to addressing those needs.

e. "[t]he staff planning analysis, in conformity with the 2015 Comprehensive Plan, seeks to provide flexibility in the Fluvanna County Zoning Ordinance by providing available density in which to construct mixed-use housing units that are found in a well-planned development master plan."; and

This is a conclusory statement that self-declares it is analysis supporting ZTA23:01.

It is also addressing mixed-use housing units in a well-planned development master plan. Lake Monticello has a well-planned development master plan and that plan does not include additional development that is mixed-use. Further, R-4 is not a mixed-use zoning district.

Without supporting information, this is not analysis and, as such, cannot stand to support ZTA23:01.

- f. “[i]ncreasing the density in specific zoning districts could allow for additional housing options while limiting the available locations in which development could occur by a special use permit.”

This is a conclusory statement that does not explain how ZTA23:01 would address the issue, let alone why it should be adopted.

This section does not provide any meaningful analysis that supports ZTA23:01 or an application for an SUP.



GreeneHurlocker
Attorneys at Law

Ann Neil Cosby, Esq.
ANCosby@GreeneHurlocker.com
Direct Dial: 804.672.4546

January 4, 2024

VIA EMAIL

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

RE: ZTA 23:01 and SUP 23:07 (Marina Point at Lake Monticello, Inc.)

Dear Mr. Whitten:

On behalf of the applicant Marina Point at Lake Monticello, Inc. ("Applicant"), this letter confirms the Applicant's request for a deferral of the public hearing for the above referenced zoning cases from the January 17, 2024, Board of Supervisors meeting until further notice. Please let me know if you have any questions or need anything further in regard to this request. Thank you for your courtesy.

Sincerely,

M. Ann Neil Cosby

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

TAB K

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	Public hearing to amend Section 20-1-5 of the County Code to authorize the Treasurer in accordance with Virginia Code Section 58.1-3981(A) to approve refunds up to \$10,000 without the approval of the Board of Supervisors upon certification of the Commissioner of Revenue with the consent of the County Attorney that such refund is the result of an erroneous assessment.				
MOTION(s):	I move that the Board of Supervisors approve the ordinance to amend Section 20-1-5 of the Fluvanna County Code to authorize the Treasurer in accordance with Virginia Code Section 58.1-3981(A) to approve refunds up to \$10,000 without the approval of the Board of Supervisors upon certification of the Commissioner of Revenue with the consent of the County Attorney that such refund is the result of an erroneous assessment.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve the amendment to Section 20-1-5 of the County Code				
TIMING:	Ordinance is effective after a public hearing and Board approval				
DISCUSSION:	Virginia Code Section 58.1-3981 was amended in 2022 to increase the maximum amount that the Treasurer may refund without Board of Supervisor’s approval to \$10,000. The amendment to County Code Section 20-1-5 reflects the amendment in the state code to allow the Treasurer to approve refunds up to \$10,000 without the approval of the Board of Supervisors upon certification of the Commissioner of Revenue with the consent of the County Attorney that such refund is the result of an erroneous assessment. Normally, the refund is due when the resident has moved out of the County prior to the tax year or the owner has qualified for disabled veteran’s relief.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	Amendment to the County Code				
LEGISLATIVE HISTORY:	County Code Section 20-1-5 was last amended on August 21, 1996.				
ENCLOSURES:	<ul style="list-style-type: none"> Proposed Section 20-1-5 of the County Code 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

	X				X
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ORDINANCE TO AMEND “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA”, BY AMENDING § 20-1-5 TO AUTHORIZE THE TREASURER IN ACCORDANCE WITH VIRGINIA CODE SECTION 58.1-3981(A) TO APPROVE REFUNDS UP TO TEN THOUSAND DOLLARS WITHOUT THE APPROVAL OF THE BOARD OF SUPERVISORS UPON CERTIFICATION OF THE COMMISSIONER OF REVENUE WITH THE CONSENT OF THE COUNTY ATTORNEY THAT SUCH REFUND IS THE RESULT OF AN ERRONEOUS ASSESSMENT

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

(1) That The Code of the County of Fluvanna, Virginia is amended by amending § 20-1-5, as follows:

CHAPTER 20 TAXATION

ARTICLE 1. – IN GENERAL

Sec. 20-1-5. - Treasurer authorized to approve and issue certain tax refunds.

The Treasurer is hereby authorized to approve and issue any refund of taxes pursuant to section 58.1-3981 of the Code of Virginia, up to **\$10,000** ~~\$2,500.00~~; provided, however, that no such refund shall be approved or issued except upon the certificate of the Commissioner of Revenue, with consent of the County Attorney, that such refund is owing as the result of an erroneous assessment. The Treasurer shall report each such refund to the Board of Supervisors not later than the last day of the month in which such refund is issued.

(Ord. 8-21-96)

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

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

TAB L

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	Public hearing to enact Section 4-2-5 of the County Code to prohibit dogs from running off-leash on certain County property				
MOTION(s):	I move that the Board of Supervisors (approve/deny/defer) the ordinance to amend the Fluvanna County Code to enact Section 4-2-5 to prohibit dogs from running unrestricted within the boundaries of property owned, leased, controlled or operated by the County with exemptions for (i) dogs within designated off-leash areas; (ii) service dogs; (iii) law enforcement canines; and (iv) dogs in county approved off-leash events.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Aaron Spitzer, Director of Parks and Recreation Dan Whitten, County Attorney ACO Virginia Strong, Sheriff's Office				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve amendment to the County Code				
TIMING:	Ordinance is effective after a public hearing and Board approval				
DISCUSSION:	<p>There has been an increase in dog related incidents at Pleasant Grove Park over the past few years. This includes issues at the soccer fields, main road around the Pleasant Grove House, trails, and the Library parking lot and entrance area. About 95% of these issues involve a dog off-leash without the owner in sight of the dog to keep the dog under control. ACO Strong also mentioned a patron of the park without any leash with them for their dog, and the reasoning to her was that the trails in the area were off-leash. This issue with dogs off-leash has been reported to Parks and Recreation many times, and that it is the main reason we are not getting more visitors because of the interactions with dogs off-leash. Parks and Recreation deals with dogs off-leash almost daily while working in the park and on the trails.</p> <p>The County Attorney has advised that an ordinance for this issue could alleviate the issues and work better than the current policy. There is suggested wording attached to amend the current Fluvanna County Code to clarify that dogs are only allowed off-leash in areas designated by the Board to include certain trails, the dog park, and the dog exercise areas shown on the attached map of the park. The draft ordinance also contains certain exemptions for services dogs, law enforcement dogs, and dogs at county-approved trainings and clinics. After two warnings, there would be a \$50 civil penalty.</p>				

	<p>Signage will be posted at Pleasant Grove Park to inform the public of the designated off-leash areas which will be approved by the Board of Supervisors.</p> <p>The ordinance would be effective 30 days after adoption.</p>				
FISCAL IMPACT:	Cost of Signage and Literature				
POLICY IMPACT:	Amendment to the County Code				
LEGISLATIVE HISTORY:	Updated County Dog Running At Large Ordinance was approved on September 20, 2023 which applied County-wide				
ENCLOSURES:	<ul style="list-style-type: none"> • Proposed Section 4-2-5 of the County Code • Map of proposed off-leash areas at Pleasant Grove Park 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X

ORDINANCE TO AMEND “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA”, BY ENACTING § 4-2-5 TO PROHIBIT DOGS FROM RUNNING UNRESTRICTED WITHIN THE BOUNDARIES OF PROPERTY OWNED, LEASED, CONTROLLED OR OPERATED BY THE COUNTY WITH EXEMPTIONS FOR (I) DOGS WITHIN DESIGNATED OFF-LEASH AREAS; (II) SERVICE DOGS; (III) LAW ENFORCEMENT CANINES; AND (IV) DOGS IN COUNTY APPROVED OFF-LEASH EVENTS

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

(1) That The Code of the County of Fluvanna, Virginia is amended by enacting § 4-2-5, as follows:

Sec. 4-2-5. Unrestricted dogs prohibited.

A. Definition. For purposes of this section, the following term shall have the meaning indicated:

“Unrestricted” means not under the control of the owner or his agent either by leash, cord, chain, or primary enclosure when off the property or premises of the owner or custodian. An electronic device does not qualify as a leash, cord or chain.

B. Prohibition. No dog shall run unrestricted within the boundaries of any property owned, leased, controlled or operated by the County.

C. Enforcement. The provisions of this section shall be enforced only by sworn law enforcement officers.

D. Exceptions. This Section shall not apply to any person who uses a dog as follows:

- i) Dogs within areas designated by a resolution approved by the Fluvanna County Board of Supervisors as off-leash trails, dog parks and dog exercise areas.
- ii) Service dogs whose handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe effective performance of work or tasks.
- iii) Dogs under the control of Law Enforcement.
- iv) Dogs involved in County approved events including obedience training classes or shows, agility training or field trials, or similar activities where dogs are under the control of the owner or custodian.

E. Impoundment. Any dog found unrestricted shall be impounded, except that if the rightful owner of the dog can be immediately ascertained and located, then that owner shall be allowed to have custody of the animal, but may be subject to issuance of a civil penalty for violation of this section.

- F. Penalty. A violation of this section by a habitual offender, defined as an owner or custodian having three or more violations of this section within two years, may result in a civil penalty of fifty dollars (\$50.00).

That the Ordinance shall be effective thirty days after adoption.

Proposed PG Park Open Field Off Leash (after BOS discussion)



Proposed PG Park Open Field Off Leash (after BOS discussion)



PROPOSED MAP UNDER NEW ORDINANCE

(Area off-leash is to the right of the red line)

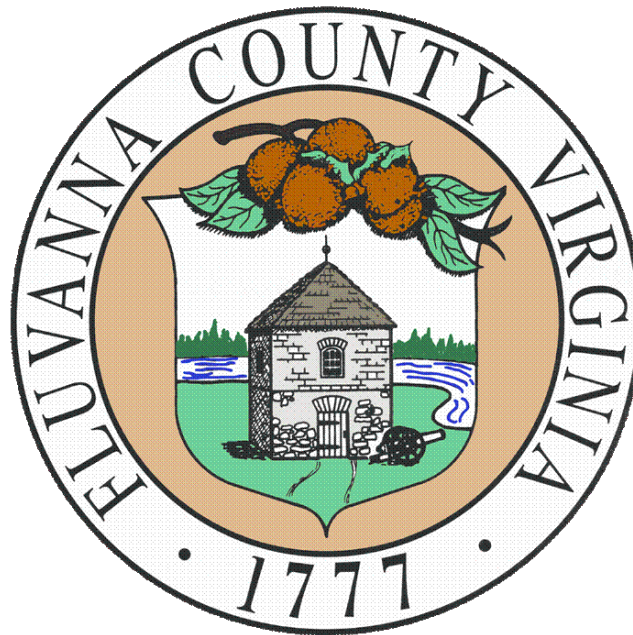


**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB M

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	Amendment to the Board of Supervisors’ Bylaws and Rules of Practice and Procedures				
MOTION(s):	I move to adopt the 2024 Board of Supervisors’ Bylaws and Rules of Practice and Procedures with the changes presented.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					XX
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board of Supervisors				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	The current Board of Supervisors’ Bylaws and Rules of Practice and Procedures are presented for consideration with the changes suggested at the January 3, 2024 Organizational meeting. Such changes included changing the start time for the meeting on the 3 rd Wednesday to 6:00, and such meeting would adjourn no later than 10:00 p.m. In addition, the order of the agenda will need to change with the consent agenda, presentations, action matters and appointments appearing before public hearings on the agenda. The public hearing will still start at 7:00 p.m.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Board of Supervisors’ Bylaws and Rules of Practice and Procedures				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

FLUVANNA COUNTY BOARD OF SUPERVISORS



2024 BYLAWS AND RULES OF PRACTICE & PROCEDURES

Adopted

January 17, 2024

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Fluvanna County Board of Supervisors
BYLAWS AND RULES OF PRACTICE AND PROCEDURES

I. CREATION. Fluvanna County Board of Supervisors, hereinafter called the Board, is an elected body provided by the Code of Virginia, Section 15.2-1400. It consists of five members with one elected from each of the five Election Districts.

II. SEAL OF THE BOARD. When affixed to any paper or document by the Clerk for the Board, the Seal has the force and effect for authentication for the Board.

III. PRINCIPAL ADDRESS. 132 Main Street, Palmyra, Virginia, mailing address: P.O. Box 540, Palmyra, Virginia 22963.

IV. RULES

A. These Bylaws and Rules of Practice and Procedures (“Rules”) are adopted and shall apply to the Board of Supervisors of Fluvanna County. These Rules are intended to expedite transaction of the business of the Board of Supervisors in an orderly fashion. The Bylaws and Rules are deemed to be procedural only. The failure strictly to observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with law.

B. All meetings and business shall be conducted in accordance with these Rules, Robert’s Rules of Order Newly Revised (12th Edition), and the law of Virginia. In the event of conflict, the law of Virginia shall govern. A decision of the Chair with respect to the interpretation, applicability, or enforcement of these Rules may be overruled by a majority vote of the Members present and voting.

C. Except as otherwise provided by law, any rule of the Board may be suspended temporarily, upon approval of the majority of the Board members present and voting. The temporary suspension shall apply only to the matter under immediate consideration and, in no case, shall it extend beyond an adjournment.

D. No rule of the Board shall be adopted or amended except by majority vote of the Board.

V. CONSTRUCTION. As used in these Rules, the masculine shall include the feminine and the singular the plural unless otherwise specified herein. The word "shall" is mandatory and not discretionary; the word “may” is permissive and discretionary. The word "approve" shall be considered to be followed by the words "or disapprove".

VI. DEFINITIONS. As used in these Rules, the following terms are defined:

A. Action of Record. An action taken or decision made by the Board recorded in the Minutes of the Meetings. Except as otherwise required by law, an Action of Record may take the following forms:

1. Motions and seconds with the recorded votes of the members.
2. Consensus agreement of the Board without vote by the Board.
3. Directive of the Chair in the exercise of that office during the conduct of an official meeting of the Board.

B. Board. The Fluvanna County Board of Supervisors.

C. County Code. The Code of Fluvanna County.

D. Directive. An exercise of discretionary authority granted to the Chair from the Board empowering the Chair as follows:

1. To enforce the protocols of these Rules for the conduct of business and discourse before the Board to ensure proper decorum, civility, fairness and order.
2. To cause the removal of any person or persons without charge of civil or criminal offense for misconduct, disruption or disturbance of a meeting of the Board of Supervisors consistent with adopted policies and procedures of the Board.
3. To charge any person or persons with civil or criminal offenses pursuant to federal, state or local laws for the misconduct, disruption or disturbance of a meeting of the Board.

E. Item of Business. A matter to be presented before the Board at an official meeting, specified on the Meeting Agenda or modification thereof, and which may be subject to an Action of Record.

F. Meeting or Official Meeting. Any Annual Organizational, Regular, or Special Meeting of the Board of Supervisors. The following terms may also be used to further define and specify purposes for meetings. Meetings as defined herein are not exclusive of each other and may be concurrently conducted.

1. Annual Organizational Meeting: Pursuant to § 15.2-1416 of the Virginia Code, the Board's first meeting in the month of January. The County Administrator shall preside during the election of the Chair of the Board.

2. **Joint Meeting:** A Joint Meeting may be conducted simultaneously with one or more public bodies for the purpose of review, inquiry and discussion of matters of mutual interest or in the interest of expedient disposition of public business matters. Action of record may be taken at said meeting, and a quorum of both the Board and other body(ies) is required to Call to Order and conduct a Joint Special Meeting.

3. **Public Information Meeting:** A Public Information Meeting shall be limited to the dissemination of information to and/or from the public where the Board of Supervisors will take no Action of Record at said meeting. A quorum of the Board of Supervisors is not required to Call to Order and conduct a Public Information Meeting. Public Information Meetings may be called in the name of the Board of Supervisors or administratively by the County Administrator.

4. **Public Hearing:** A public hearing shall be conducted at said meeting and the Board of Supervisors may take Action of Record on such matters as may arise from the Public Hearing. A quorum of the Board of Supervisors is required to Call to Order and conduct a Public Hearing.

5. **Recessed Meeting:** A meeting conducted at a date, place and time set by the Board of Supervisors as a continuation of a previously held meeting. A Recessed Meeting shall be scheduled no later than the date of the next Regular Meeting.

6. **Rescheduled Meeting:** A Rescheduled Meeting shall be for the purpose of conducting a meeting of the Board of Supervisors where, by virtue of necessity or at the discretion of the Board of Supervisors, the originally scheduled meeting cannot be conducted on its prescribed date or time or at its prescribed location pursuant to these Rules. Action of Record may be taken on any Item of Business presented at a Rescheduled Meeting, and a quorum of the Board of Supervisors is required to Call to Order and conduct a Rescheduled Meeting.

7. **Work Session Meeting:** A Work Session Meeting shall be for the purpose of in-depth review, inquiry and discussion of specified Items of Business where Action of Record may be taken by the Board of Supervisors. A quorum of the Board of Supervisors is required to Call to Order and conduct said meeting. Work Session Meetings may also be called and scheduled for the purposes of presentations to the Board of Supervisors for educational and informational purposes.

G. **Primary Motion.** The first motion presented following informal discussion of any Item of Business at a Board meeting.

H. **Substitute Motion.** A motion presented succeeding and in lieu of a primary motion on any Item of Business at a Board meeting.

I. **Virginia Code.** The 1950 Code of Virginia, as amended.

VII. BOARD CHAIR

A. At the first meeting of the year, the Board selects one of its members to serve as Chair. The Chair is a voting member and serves for one year, or until his successor shall be elected and qualify as such.

B. The Chair, when present, shall preside at all meetings of the Board and shall take the Chair at the hour appointed for every Board meeting and shall immediately call the members to order and, except in the absence of a quorum, shall proceed with the business of the Board in the manner prescribed by these Rules. The Chair shall preserve order and decorum and shall decide all questions of order.

C. Upon the death, resignation or other permanent disability of the Chair to fulfill the duties of his office, the Board shall elect a new Chair at its next regularly scheduled meeting or as soon thereafter as possible.

VIII. BOARD VICE CHAIR

A. At the first meeting of the year, the Board selects one of its members to serve as Vice Chair. The Vice Chair is a voting member and serves for one year, or until his successor shall be elected and qualify as such.

B. In the absence, or inability to act, of the Chair, the Vice Chair shall have and exercise all the powers and duties of the Chair.

IX. BOARD MEMBERS

A. Notification of Absence. If any Board member is unable to attend a meeting, all reasonable effort shall be made to notify the Chair and the County Administrator as soon as possible to ensure there are sufficient members present and voting to consider all agenda items. The County Administrator shall continue an agenda item if there will not be a sufficient number of Board members present and voting at the meeting to approve the item.

B. Conflicts of Interest. At such times a Board member may find himself with a conflict of interest as set forth in the Code of Virginia, Section 2.2-3100 et seq., the Board member shall state the nature of the conflict of interest prior to an issue being heard and shall remove himself from the meeting. The member shall not vote or in any manner act on behalf of the Board with respect to the issue for which a conflict has been declared, until such time as the issue has been decided. The member shall not attend any portion of a closed meeting authorized by the Virginia Freedom of Information Act when the issue is discussed; and will not discuss the issue with other governmental officers or employees in their official capacity at any time.

X. COUNTY ADMINISTRATOR. The County Administrator shall assume the general duties as set forth in the Code of Virginia, Section 15.2-1541. He shall maintain an office at the same address as the Board. The County Administrator, or a designated representative, shall attend each

meeting of the Board and shall provide such information to the Board as necessary to assist Board members in their deliberations and decision making.

XI. CLERK FOR THE BOARD. The Executive Assistant to the County Administrator is appointed and shall serve as Clerk for the Board per Section 15.2-1538.

XII. COUNTY ATTORNEY. The County Attorney shall perform the duties set forth in Code Section 15.2-1542. The County Attorney or his deputy or assistant county attorney designated by him shall attend each meeting of the Board and shall serve as adviser to the Board on issues of law relating to the Board's business. The County Attorney assists the Board in analyzing the facts, provides advice and action in legal matters, and represents the Board in civil actions.

XIII. PARLIAMENTARY PROCEDURE. The County Attorney shall serve as the Parliamentarian for the purpose of interpreting these Bylaws and Rules of Procedure and Robert's Rules of Order as may be directed by the Chair, or as required as a result of a point of order raised by any one or more Board members. If the County Attorney is unavailable, the County Administrator shall serve as the Parliamentarian.

XIV. QUORUM FOR THE EXERCISE OF BOARD BUSINESS. A majority of the Board shall constitute a quorum for the purpose of conducting Board business.

XV. MEETINGS

A. Regular Meeting Schedule

1. Meetings are held on the first Wednesday of each month at 5:00 p.m. and on the third Wednesday of each month at 6:00 p.m. in the Carysbrook Performing Arts Center, unless another location is announced.

2. Meetings held on the first Wednesday will adjourn/recess no later than 9:00 p.m., and meetings held on the third Wednesday will adjourn/recess no later than **10:00** ~~11:00~~ p.m.

3. The Board, at its pleasure, may continue its meeting beyond the normal adjournment/recess time, by majority vote of the Board members present and voting.

4. Meetings shall start at the appointed time, and if the Chair is not present, the Vice Chair shall preside.

5. If neither the Chair nor the Vice Chair is present, the County Administrator shall call the meeting to order and preside for the election of a temporary Chair.

B. Work Sessions Schedule. When needed, Work Sessions are held on the third Wednesday of each month at 5:00 pm, prior to the 6:00 pm Regular Meeting, in the Carysbrook Performing

Arts Center, unless another location is announced. Other days/times may be scheduled by majority consent of the Board.

C. Closed Meetings

1. Closed Meetings will be held as needed, but may only be convened in conformance with Section 2.2-3711 of the Code of Virginia (1950), as amended.

2. No resolution, ordinance, rule, contract, regulation, or motion agreed to in a Closed Meeting shall become effective until the Board reconvenes in an Open Session and takes a vote of the membership on such resolution, ordinance, rule, contract, regulation, or motion which shall have its substance reasonably identified in the open meeting.

3. At the conclusion of a Closed Meeting, the Board shall reconvene in Open Session immediately thereafter and shall take a roll call vote certifying that to the best of each member's knowledge:

a. Only public business matters lawfully exempted from Open Session requirements were discussed; and

b. Only public business matters identified in the motion convening the Closed Meeting were heard, discussed or considered.

Any member who believes that there was a departure from the above requirements shall so state prior to the vote, indicating the substance of the departure that, in his judgment, has taken place.

4. The failure of the certification to receive the affirmative vote of a majority of the members present and voting during the Closed Meeting shall not affect the validity or confidentiality of the Closed Meeting with respect to matters considered therein in compliance with the Freedom of Information Act.

5. The Board may permit non-members to attend a Closed Meeting if their presence will reasonably aid the Board in its consideration of an issue. Except as otherwise directed by the Board, the County Attorney and the County Administrator shall attend all Closed Meetings.

D. Special Meetings. The Board may hold Special Meetings as it deems necessary, at such times and places as it finds convenient, and may adjourn such special meetings from time to time as it finds convenient and necessary. Special Meetings shall be called and scheduled per §15.2-1418.

XVI. AGENDA ITEM SUBMISSION

A. All agenda items are due to the Clerk for the Board by COB Tuesday the week before the Board meeting, with the exception of presentations which are due by COB Tuesday the week of the meeting.

B. All agenda items require a *BOS Agenda Item Staff Report*. Staff Report and motion samples are available in the “Library/00-BOS Submissions” folder under “Procedures and Formats.”

C. Copy all files into the “Library/00-BOS Submissions” folder (if you do not have access to the county’s shared drive, email the materials to clerk@fluvannacounty.org).

D. Items can be in any file format (e.g., doc, docx, pdf, ppt, pptx, xls, xlsx)

E. NO paper copies of requested Agenda Items are required.

F. Name the submission files as follows:

For Agenda Category:	Name Your File:
06 Consent Agenda	06-Short title of item similar to agenda
07 Presentations	07-
08 Action Matters	07A-
08A Appointments	08-
09 Public Hearing	09-
10 Unfinished Business	10-
11 New Business	11-

XVII. AGENDA PREPARATION

A. The Clerk, under the direction of the County Administrator, shall prepare the agenda for meetings.

B. The County Administrator may at his discretion, and individual Board members may by request to the County Administrator, place matters of business on the Agenda according to the schedule in paragraph XVI.A above for discussion, information and/or action by the Board as are germane to the affairs and interests of the Board and county. However, this does not prevent the County Administrator or Board members, at their discretion, from having items included which are received after the regular cutoff date.

C. Any Constitutional Officer, department head, agency head, or citizen may also submit items for Agenda consideration provided such requests are received in advance according to the schedule in paragraph XVI.A above.

D. The County Administrator shall allocate time to items on the agenda to suit the convenience of the Board.

E. If the County Administrator considers a requested agenda item not appropriate for consideration by the Board, he shall inform the Chair for a decision. This does not prevent retaining the item on the agenda by majority consent of the Board.

F. The Chairman and County Administrator shall style routine, non-controversial matters requiring Board action on a Consent Agenda. Items may be removed from the Consent Agenda and placed on the Regular Agenda at the request of any Board member present. Only one motion is necessary to adopt all recommendations and action items on the Consent Agenda.

G. The Clerk for the Board shall submit the draft agenda to the Chair on the Wednesday in the week before a regularly scheduled meeting for the Chair's review and approval. Agendas for special or other meetings may have the preparation and approval timeline modified to accommodate the available timeframe.

H. Issues for which actions will be required shall normally have all materials in the agenda package for advance study.

I. The Board agenda and related materials shall be received by each member of the Board and the County Attorney not later than the Friday before the scheduled regular meeting. The Clerk for the Board may request an adjustment to the delivery schedule due to special circumstances.

J. The Clerk shall prepare extra copies of the agenda and shall make the same available to the public and the press in the Office of the County Administrator, the Public Library, and on the County website. The Clerk shall also have at least one hard copy available at each regular meeting.

XVIII. ORDER OF BUSINESS. The Order of Business shall be as follows unless the County Administrator in drawing up the Agenda shall find good cause to change it:

1 – Call to Order
2 – Pledge of Allegiance and Moment of Silence
3 – Adoption of Meeting Agenda
4 – County Administrator's Report
5 – Public Comments #1
6 – Consent Agenda
7 – Presentations
8 – Action Matters
8A – Appointments
9 – Public Hearing
10 – Unfinished Business

11 – New Business
12 – Public Comments #2
13 – Closed Meeting (as needed)
14 – Adjourn

XIX. CONDUCT OF BUSINESS

A. Basic Principles: The following principles should be observed at all times in the transaction of public business before the Board.

1. Only one subject may claim the attention of the Board at one time.
2. Each item presented for consideration is entitled to full and free discussion.
3. Every member has rights equal to every other member except as to procedural matters within the competence of the Chair.
4. The will of the majority must be carried out, and the rights of the minority must be preserved.
5. The personality and desires of each member should be merged into the larger unit of the Fluvanna County Board of Supervisors.

B. The Board shall adopt an agenda for each meeting by recorded vote of a majority of the Board members present and voting. The adoption of the agenda shall be the first item for action following the Call to Order, Pledge of Allegiance, and Moment of Silence.

C. Items shall be heard in order of the agenda, except as the Board decides when adopting the agenda and that the Board may vote to call up any matter at any time.

D. Except as provided in subsection F. of this Section XX, the Board shall take no Action of Record on any matter that is not on the Meeting Agenda unless a modification to the Meeting Agenda is requested at the time of Approval of the Agenda. Modification of the Meeting Agenda requires a majority vote of Board members present and voting.

E. The Board shall consider all items on the agenda before taking any other items, unless an unlisted item is brought by majority consent of the Board members present and voting.

F. Items not on the agenda shall be heard as the final items of the Board's business, time permitting, or shall be carried over to the next regular meeting or a special meeting as determined by majority consent of the Board.

G. Exhibits before the Board shall become the property of the Board and shall be filed with the Clerk and shall be deemed a part of the record of the meeting at which submitted.

H. Citizens shall not speak at a meeting until they are recognized. Citizens shall request recognition by addressing "Mr. Chair" or "Madam Chair" (as appropriate), stating their name, their address, and awaiting acknowledgment by the Chair. The Chair may permit a dialogue without individual recognition between members of the Board or between a member and a citizen if such dialogue is orderly and contributes to the expeditious conduct of business.

I. Should it be desired by the Chair, any member, or by the County Administrator, the member making a resolution shall reduce the same to writing and deliver it to the County Administrator's Office. The Clerk shall take down verbal resolutions as accurately as possible to reflect the intent of the Board.

J. Prior to initiating a public hearing, the Chair shall recount, either verbatim or by reference, the rules under which the hearing shall be operated, but the Board may amend the rules during the hearing by giving notice of the change to those gathered (e.g., a change to the time limitation for individual speakers).

K. At the beginning of the public hearing, the Chair shall call upon the County Administrator or the other staff member handling the matter at hand to present a description of the issue placed before the hearing, or the Chair may do so himself.

L. Subject to revocation or extension by the majority of the Board assembled, the Chair may in all matters establish a maximum time for consideration of any matter, and/or limit the amount of time available to each speaker, including Board members, on a matter and/or limit the number of times each speaker may address the Board on a matter. Regardless, every Board member is entitled to speak on every matter before the Board and the call for the question shall not be entertained until all members who wish to exercise this right shall have done so at least once.

M. All members or citizens shall limit their comments before and to the Board. The Chair may prohibit questions from citizens until a speaker has finished his presentation.

N. The Board of Supervisors has set forth the following rules for time limits for various agenda items or comments from the public, unless modified by majority consent of the Board:

1. Action Item presentations shall be limited to thirty (30) minutes.
2. Presentations shall be limited to ten (10) minutes.
3. Public Comments shall be limited to five (5) minutes per individual.

O. Once a notice for Public Hearing has been advertised (regardless of the nature), the Public Hearing will be conducted, unless the Board formally defers the matter to a future meeting. The postponement or cancellation of a public hearing shall be as follows:

1. Any public hearing scheduled for a Board of Supervisors meeting that has been publicly advertised shall not be postponed based on a request from a non-County government entity or person absent extreme mitigating circumstances. The Chair, with concurrence of the County Administrator, will determine when such circumstances exist. If mitigating circumstances exist, the petitioner will bear any cost incurred by the County in providing public notification of the change and for the cost of advertising the new date of the hearing.

2. The Chair, with the concurrence of the County Administrator, shall have the authority to postpone a public hearing based on the weather or other extraordinary circumstances.

3. In all cases, County staff will ensure all Board members are provided timely notification of schedule changes. Further, staff will ensure the public and general news media are notified of changes to schedules which have been announced in public. The public hearing shall be rescheduled, if appropriate, and advertised as required by law.

XX. MOTIONS

A. Motions by Board members shall require a second.

Exceptions. The following do not require a second:

- To Raise a Question of Privilege
- Questions of Order
- Objection to the Consideration of a Question
- Call up Motion to Reconsider
- Nominations
- Leave to Withdraw a Motion
- Inquiries of any kind

B. Motions shall not be formally discussed prior to being duly seconded.

C. After a motion is properly made and seconded, the Chair shall restate the motion and open the floor to discussion.

D. The Chair shall routinely refrain from making or seconding motions in order to fairly and impartially preside over the Board deliberations and discussion. In any case, the Chair shall not make or second a motion without first temporarily surrendering the chair to the Vice Chair, if present and willing to temporarily accept the gavel, or to another member present and willing to temporarily accept the gavel. In such event, he should not resume the chair until the motion is decided.

E. A maker of a motion may not speak against his motion.

F. The Chair shall call for and cause the vote to be recorded after the motion is properly made before the Board, has been seconded, and has been duly discussed. Any member believing a motion has been duly discussed may move or call for the previous question. Such motion shall not be debatable. However, if any member objects, the Chair shall call for a vote on the motion calling for the previous question. If that motion carries, the Chair shall proceed to call for the vote on the motion before the Board. If the motion calling for the previous question is defeated, the debate on the main motion shall continue.

G. A substitute motion may be made by any member to any motion properly on the floor. Once seconded, the substitute motion shall take precedence and all debate or action on the existing motion shall cease until the substitute motion is decided. Debate on a substitute motion is permissible. If the substitute motion is passed by a majority vote of the members then present and voting, the original motion is supplanted by the substitute motion. A second substitute motion can be made only after the first substitute motion is decided by vote of the Board.

H. When a motion is made and then cannot obtain a second, the motion will die for lack of a second and does not require a vote. However, in the event that a motion which is not seconded is nevertheless voted on by the Board and passes by a majority of the members present and voting, the failure of a second shall not invalidate the adoption of such motion.

I. Defeated Motions

1. Same Meeting: A defeated motion can be brought back for consideration at the same meeting if the members present agree to do so by a majority vote. Only a member who voted on the prevailing side may make the motion to reconsider the issue. The rule restricting renewal of a motion in the same session does not apply to a motion that died for lack of a second.

2. Subsequent Meeting: Except as otherwise provided by law, a defeated motion that is still applicable can be re-introduced at a subsequent meeting as new business (under the normal process for new business).

XXI. VOTING

A. All Actions of Record must be approved by vote unless there is unanimous consent.

B. When the question is called and there is no dispute, the Chair shall call for the vote.

C. Whenever any member wishes to abstain from voting on any question, he shall so state and, if because of a conflict, shall indicate in accordance with the Virginia Conflict of Interests Act, Virginia Code § 2.2-3100 et seq., and his abstention shall be announced by the Chair and recorded by the Clerk.

D. The Chair's vote on all issues before the Board shall be recorded with the prevailing side, unless the Chair clearly votes otherwise.

E. The Clerk shall record the name of each member voting and how he voted.

F. A tie vote fails. The Board does not designate a tiebreaker pursuant to § 15.2-1421 of the Virginia Code.

G. Except as otherwise provided by law, motions shall be carried by a majority of the members present and voting in the affirmative (§15.2-1420), except that a majority affirmative vote of all members shall be required for any appropriation exceeding \$500.00, the imposition of taxes, and the authorization for borrowing money (§15.2-1428).

XXII. RECORDING OF MEETINGS. The Clerk for the Board shall record each regular meeting. These recordings are the property of the Fluvanna County Board of Supervisors and are public records as provided by the Virginia Freedom of Information Act. Interested persons may listen to the recordings on the County website or in the County Administrator's office, or may obtain copies of the recording by making appropriate arrangements with the County Administrator's office. Costs will be borne by the person making the request. The original recordings shall not be borrowed or removed from the County Office Building, except under the specific prior authorization of the County Administrator.

XXIII. ORDERLY CONDUCT

A. It shall be the duty of the Chair to maintain order and decorum at meetings. The Chair, when presiding at a meeting of the Board, without vacating the chair, shall refer any point of order to the Parliamentarian.

B. In maintaining decorum and propriety of conduct, the Chair shall not be challenged and no debate shall be allowed until after the Chair 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 to discuss the matter by majority vote of the Board members present and voting.

C. 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.

D. When a person engages in such breaches, the Chair may order the person's removal from the building, or may order the person to stand silent, may order the person removed from the County property, and may, at his discretion, bring formal charges for disruption of a public meeting.

XXIV. AD HOC COMMITTEES. Ad hoc committees will be appointed by the Chair as needed. Constitutional Officers may be appointed to committees.

XXV. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES (BCC)

A. The Board may appoint such advisory boards, committees and commissions as it may deem necessary pursuant to Code Section 15.2-1411.

B. Information on all nominees for such appointments, whether to represent the County as a whole or a particular election district, shall be included in the Board package for the meeting at which the appointment will be considered. It shall be the policy of the Board as a whole to scrutinize and agree upon all appointees to represent the County in any capacity.

C. Appointments shall generally not be made more than 45 days prior to the commencement of a term for which the appointment is made.

XXVI. OFFICIAL BOARD TRAVEL AND EXPENSE REIMBURSEMENT

A. A Board member may travel officially in-state at the Board member's discretion. In-state travel shall include travel to Washington, D.C.

B. A Board member shall obtain advance Board approval for official out-of-state travel.

C. Supervisors are not eligible for mileage reimbursement for regularly scheduled BOS meetings (held generally on the 1st and 3rd Wednesdays).

D. Supervisors are eligible for mileage reimbursement for travel to and from:

1. BOS special meetings and work sessions not scheduled in conjunction with a regular meeting. Examples include periodic strategic planning meetings, budget meetings or other work sessions on different days from regular meetings, meetings with staff, etc.

2. Town hall meetings, community events, Chamber events, local area functions, etc., in support of their role as a County Supervisor.

3. Board, commission, and committee meetings when assigned as a part of their service as a County Supervisor (excluding Planning Commission and Social Services Board).

E. Supervisors may also be eligible for mileage reimbursement as private citizens for travel to and from various board, commission, and committee (BCC) meetings when assigned by the Board of Supervisors to such BCC roles.

F. Supervisors may complete and submit reimbursement claims following the procedures outlined in Policy 2.19, Travel and Expense Reimbursement.

XXVII. APPROVAL OF CERTAIN CHECKS, AUTHORIZATION TO SIGN WITH STAMP

A. The Chair, Vice Chair, County Administrator, and Treasurer are hereby authorized to sign and issue checks without prior approval of the Board for the following purposes: end of the month salaries, end of the month contracted personal services, utility payments, and other payments deemed appropriate and necessary by the Chair, County Administrator, and Treasurer; such actions to be reviewed and ratified at the next appropriate meeting of the Board.

B. The Chair of the Board of Supervisors, and in his absence, the Vice Chair, are authorized to substitute his facsimile signature provided he/she signs a certified list of individual checks for which his facsimile signature is authorized; also the signature plates are in the sole possession of the Treasurer.

XXVIII. POLICY FOR REMOTE PARTICIPATION OF MEMBERS OF THE FLUVANNA COUNTY BOARD OF SUPERVISORS AT MEETINGS OF THE BOARD**A. AUTHORITY AND SCOPE**

1. This policy shall govern participation by an individual member of the Board of Supervisors of Fluvanna County, Virginia, by electronic communication means in public meetings of the Board of Supervisors of Fluvanna County, Virginia, and any closed session of the Board held in accordance with applicable law, from and after the date of adoption of this policy.
2. This policy is adopted pursuant to the authorization of Va. Code § 2.2-3708.3 and is to be strictly construed in conformance with the Virginia Freedom of Information Act (VFOIA), Va. Code §§ 2.2-3700—3715.
3. Any reference to a specific provision of federal, state, or local law referenced in this policy shall mean such provision of law, as amended from time to time, or as set forth in any successor provision dealing with substantially the same subject.

B. DEFINITIONS

1. “Board” means the Board of Supervisors of Fluvanna County, Virginia, or any committee, subcommittee, or other entity of the Board.
2. “Member” means any member of the Board.
3. “Remote participation” means participation by an individual member of the Board by electronic communication means in a public meeting where a quorum of the Board is physically assembled, as defined by Va. Code § 2.2-3701.

4. "Meeting" means a meeting as defined by Va. Code § 2.2-3701.
5. "Notify" or "notifies," for purposes of this policy, means verbal or written notice that is reasonable under the circumstances, with written notice, such as by email or letter, being the preferred means of notice. Notwithstanding the foregoing, notice does not include text messages or communications via social media.
6. "VFOIA" means the Virginia Freedom of Information Act, Va. Code § 2.2-3700, et seq.

C. MANDATORY REQUIREMENTS

Regardless of the reasons why the member is participating in a meeting from a remote location by electronic communication means, the following conditions must be met for the member to participate remotely:

1. A quorum of the Board must be physically assembled at the primary or central meeting location; and
2. Arrangements have been made for the voice of the remotely participating member to be heard by all persons at the primary or central meeting location. If at any point during the meeting the voice of the remotely participating member is no longer able to be heard by all persons at the meeting location, the remotely participating member shall no longer be permitted to participate remotely.

D. PROCESS TO REQUEST REMOTE PARTICIPATION

1. On or before the day of the meeting, and at any point before the meeting begins, the requesting member must notify the Board Chair (or the Vice-Chair if the requesting member is the Chair) that such member is physically unable to attend a meeting due to (i) a temporary or permanent disability or other medical condition that prevents the member's physical attendance, (ii) a family member's medical condition that requires the member to provide care for such family member, thereby preventing the member's physical attendance, (iii) such member's principal residence location more than 60 miles from the meeting location, or (iv) a personal matter and identifies with specificity the nature of the personal matter.
2. The requesting member shall also notify County staff of the request, but such member's failure to do so shall not affect such member's ability to participate remotely. Notification to a County staff member that is conveyed by a County staff member to the Board Chair or Vice-Chair, as applicable, shall constitute notice to the Board Chair or Vice Chair as required by this policy.
3. If the requesting member is unable physically to attend the meeting due to a personal matter, the requesting member must state with specificity the nature of the personal

matter and that such matter renders the requesting member unable physically to attend. Remote participation due to a personal matter is limited each calendar year to two meetings or 25 percent of the meetings held per calendar year rounded up to the next whole number, whichever is greater. There is no limit to the number of times that a member may participate remotely for the other authorized purposes listed in (i) - (iii) above.

4. The requesting member is not obligated to provide independent verification regarding the reason for such member's nonattendance, including the temporary or permanent disability or other medical condition or the family member's medical condition that prevents the member's physical attendance at the meeting.
5. The Chair (or the Vice-Chair if the requesting member is the Chair) shall promptly notify the requesting member whether the request is in conformance with this policy, and therefore approved or disapproved.

E. PROCESS TO CONFIRM APPROVAL OR DISAPPROVAL OF PARTICIPATION FROM A REMOTE LOCATION

When a quorum of the Board has assembled for the meeting, the Board shall vote to determine whether:

1. The Chair's decision to approve or disapprove the requesting member's request to participate from a remote location was in conformance with this policy; and
2. The voice of the remotely participating member can be heard by all persons at the primary or central meeting location.

F. RECORDING IN MINUTES:

1. If the member is allowed to participate remotely due to a temporary or permanent disability or other medical condition, a family member's medical condition that requires the member to provide care to the family member, or because the member's principal residence is located more than 60 miles from the meeting location the Board shall record in its minutes (1) the foregoing circumstance due to which the member is participating remotely; (2) the Board's approval of the member's remote participation; and (3) a general description of the remote location from which the member participated.
2. If the member is allowed to participate remotely due to a personal matter, the Board shall record in its minutes (1) the specific nature of such personal matter that renders the requesting member unable to attend stated by the requesting member; (2) how many times the member has attended remotely due to a personal matter; (3) the

Board's approval of the member's remote participation; and (4) a general description of the remote location from which the member participated.

3. If a member's request to participate remotely is disapproved, the disapproval, including the grounds upon which the requested participation violates this policy or VFOIA, shall be recorded in the minutes with specificity.

G. CLOSED SESSION

If the Board goes into closed session, the member may continue to participate remotely in the closed session, and shall ensure that no third party is able to hear or otherwise observe the closed meeting.

H. STRICT AND UNIFORM APPLICATION OF THIS POLICY

This Policy shall be applied strictly and uniformly, without exception, to the entire membership, and without regard to the identity of the member requesting remote participation or the matters that will be considered or voted on at the meeting. Unless independently received by County staff, the Chair (or Vice-Chair) shall provide County staff with copies of the member's written request to participate remotely and the written response, as applicable, if the request or response is in writing, to be retained by County staff for a period of one year, or other such time required by records retention laws, regulations, and policies.

I. MEETINGS HELD THROUGH ELECTRONIC COMMUNICATION MEANS DURING DECLARED STATES OF EMERGENCY

- A. In addition to the foregoing, pursuant to the Code of Virginia Section 2.2-3708.2 the Board may meet by electronic communication means without a quorum of the public body physically assembled at one location when the Governor has declared a state of emergency in accordance with the Code of Virginia Section 44-146.17, or Fluvanna County has declared a local state of emergency pursuant to Code of Virginia Section 44-146.21, provided that (i) the catastrophic nature of the declared emergency makes it impracticable or unsafe to assemble a quorum in a single location and (ii) the purpose of the meeting is to provide for the continuity of operations of the Board or the discharge of its lawful purposes, duties, and responsibilities. The Board when convening a meeting in accordance with this subdivision (G) shall:
 1. Give public notice using the best available method given the nature of the emergency, which notice shall be given contemporaneously with the notice provided to members of the Board conducting the meeting;
 2. Make arrangements for public access to such meeting through electronic communication means;

3. Provide the public with the opportunity to comment at those meetings of the Board when public comment is customarily received;
 4. Otherwise comply with the provisions of the Code of Virginia Section 2.2-3708 VFOIA; and
 5. State in its minutes the nature of the emergency, the fact that the meeting was held by electronic communication means, and the type of electronic communication means by which the meeting was held.
- J. Nothing in this Section XXVIII shall be construed to prohibit the use of interactive audio or video means to expand public participation.

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

TAB N

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	Reclassification of Two Clerk of the Circuit Court Positions				
MOTION(s):	<p><u>Motion #1:</u> I move the Board of Supervisors (approve/deny/defer) the re-classification of a Full-time Deputy Clerk I, to a Full Time Deputy Clerk III for the Clerk of the Circuit Court's office.</p> <p><u>Motion #2:</u> I move the Board of Supervisors (approve/deny/defer) the re-classification of a Full-time Deputy Clerk I, to a Full Time Deputy Clerk II for the Clerk of the Circuit Court's office.</p>				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Tristana Treadway, Clerk of the Circuit Court, Eric Dahl, County Administrator and Donna Snow, Director of Human Resources				
PRESENTER(S):	Tristana Treadway, Clerk of the Circuit Court				
RECOMMENDATION:	Approve				
TIMING:	If approved, effective 1/1/24.				
DISCUSSION:	<p>This request is to reclassify a Deputy Clerk I to a Deputy Clerk III. This change is necessary based on the change in job duties & requirements. With the current job descriptions, a Deputy Clerk III manages matters pertaining to probate of will, etc. When Ms. Frazier was hired her duties did not include any probate matters. Over the last 2 years she has trained and taken over all probate responsibilities from the Clerk.</p> <p>In regard to the second request for a Deputy Clerk I to Deputy Clerk II position, given the current job description for a Deputy Clerk I, and the vacancy that has occurred in my office, a Deputy Clerk I position is not adequate to fill the vacant position. Based on the duties performed by the Deputy Clerk I who left employ, the duties performed are more accurately reflected by a Deputy Clerk II position.</p>				
FISCAL IMPACT:	<ul style="list-style-type: none"> The proposed reclassification of the Full-time Deputy Clerk I, to a full-time Deputy Clerk III, from pay band 10 to pay band 14, which is a 20% increase. This requested change would result in an \$8,179 salary increase for this position. The proposed reclassification of Full-Time Deputy Clerk I to a full-time Deputy Clerk II, from pay-band 10 to pay band 12, is a 10% increase. The previous employee in this position (considering years of service) was paid higher than what is currently the minimum for a Deputy II position. The FY24 budget reflects a budgeted amount of \$37,609. Due to this, the rehire for this vacant position 				

could be slightly less than the budgeted amount by \$968 or higher than the budgeted amount by \$5,496.

The below chart shows the difference between what is currently budgeted for each position versus what is being requested.

Current	Deputy I (vacant)	Deputy I	Total
	\$ 37,609	\$ 40,894	\$ 78,504
Requested	Deputy II (vacant)	Deputy III	Total
Min.	\$ 36,641	\$ 49,073	\$ 85,714
Max.	\$ 42,137	\$ 49,073	\$ 91,210
Minimum Estimated Budget Increase			\$ 7,210
Maximum Estimated Budget Increase			\$ 12,706

For FY24, no additional funding is required. The current vacant Deputy Clerk I position has remained unfilled since the beginning of the fiscal year. For FY25, the additional funding amount will range from \$7,210 to \$12,706, not including benefits, if both position reclassifications are approved.

These requests do not change the amount of staff for the office, rather it changes the skill level of the positions in the office (see the below chart)

Current	Deputy I	Deputy II	Deputy III	Chief Deputy	Clerk of the Circuit Court	Total
	2	2	2	1	1	8
Requested	Deputy I	Deputy II	Deputy III	Chief Deputy	Clerk of the Circuit Court	Total
	0	3	3	1	1	8

POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	COAD
		X		X	X



Fluvanna County, Virginia
Department of Clerk of the Circuit Court
Job Description

DEPUTY CLERK I

Job Class #:	1811
Pay Grade:	10
Category:	Full-Time (with benefits)
FLSA Status:	Non-Exempt
Reports To:	Circuit Court Clerk
SUMMARY	
Represents Fluvanna County in the day to day operations of the Circuit Court Clerk's Office. Performs intermediate skilled clerical work in the Clerk's office and specialized duties relating to the operations of a Circuit Court Clerk's office. All work performed under regular supervision.	
ESSENTIAL FUNCTIONS	
<ul style="list-style-type: none"> • Receives incoming calls, answers questions and provides information on Circuit Court matters; • Assists the public, attorneys, and other public agencies with general information, completing forms, filings (i.e. marriage licenses, concealed carry permits, fictitious name forms), court rules, and records room assistance; • Record instruments in the land records and collects taxes, fees, fines, and court costs through the Financial Management System; • Scan, examine and return land records to proper parties; • Responsible for other necessary scanning of records and the accuracy of such records upon scanning; • General filing and clerical duties as required by other staff members; • Assist with indexing of records; • Assist in processing of passports; • Perform all other related tasks as assigned. 	
REQUIRED KNOWLEDGE, SKILLS AND ABILITIES	
<ul style="list-style-type: none"> • Thorough working knowledge of all general laws and policies governing real and personal property. • Demonstrated ability for program review and analysis of subordinate staff functions. • Solid working knowledge of database management skills combined with excellent information management experience. • Demonstrated management skills for staff training, review and evaluation. • Strong public speaking and presentation skills. 	
ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING	
<ul style="list-style-type: none"> • Any combination of education and experience equivalent to 3 years relevant experience in a clerk's office or law office. 	
WORKING CONDITIONS AND PHYSICAL REQUIREMENTS	
This is sedentary work requiring the exertion of up to 10 pounds of force occasionally, and a negligible amount of force frequently or constantly to move objects; work requires grasping, and repetitive motions;	

vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

POST OFFER REQUIREMENTS

- Background check

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
2016	2016	2016	2016



Fluvanna County, Virginia
Department of Clerk of the Circuit Court
Job Description

DEPUTY CLERK II

Job Class #:	1821
Pay Grade:	12
Category:	Full-Time (with benefits)
FLSA Status:	Non-Exempt
Reports To:	Circuit Court Clerk

SUMMARY

Performs intermediate skilled clerical work in the Office of the Clerk of the Circuit Court; does related work as required. Work is performed under general supervision.

ESSENTIAL FUNCTIONS

Processing legal documents; entering data; indexing records and documents; collecting fees; maintaining records and files; assisting the public.

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Receives incoming calls, answers questions and provides information on Circuit Court matters; assists the public, attorneys and other public agencies with general information, completing forms, filing and court rules; examines and returns all recorded documents.
- Collects taxes, fees, fines and court costs using electronic cash register and computerized financial management system; opens, closes and balances cash drawer; prepares deposit.
- Records deeds, deeds of trust, certificates of satisfaction, assignments, refinance deeds of trust, etc.
- Issues marriage licenses; types indexes and files licenses.
- Serves as Criminal Court Assistant; prepares formal court notes; assists in preparing courtroom and jury room; prepares capiases and show causes; assists in preparation of continued custody and disposition forms; enters cases and updates cases in CMS; files, analyzes and maintains monthly Case Management Report; proof dockets and assists in pulling court files.
- Probates wills and prepares all necessary documents for wills to be probated; schedules probate appointments; indexes probate documents.
- Processes gun permit applications; prepares gun permits and mail gun permit letters.
- Assists in preparation of jury petition list.
- Processes incoming and outgoing mail.
- Orders and maintains postage supplies.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of the office methods, procedures and practices of the Office of the Clerk of the Circuit Court; thorough knowledge of business English, spelling and arithmetic; ability to operate standard office, word processing and data entry equipment; thorough knowledge of Office programs and policies; ability to communicate ideas effectively in both oral and written forms; ability to establish and maintain effective working relationships with court officials, associates and the general public.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING			
<ul style="list-style-type: none">Any combination of education and experience equivalent to graduation from high school and some secretarial experience preferably in a clerk's office or law office.			
WORKING CONDITIONS AND PHYSICAL REQUIREMENTS			
<p>This is sedentary work requiring the exertion of up to 10 pounds of force occasionally, and a negligible amount of force frequently or constantly to move objects; work requires fingering, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.</p>			
POST OFFER REQUIREMENTS			
<ul style="list-style-type: none">Possession of or ability to obtain certifications as a Certified Deputy Clerk within one year of employment.Background check			
Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
7/1/2018	7/1/2018	7/1/2018	June 2, 2004; PB 11 change July 1, 2018



Fluvanna County, Virginia
Department of Clerk of the Circuit Court
Job Description

DEPUTY CLERK III

Job Class #:	1831
Pay Grade:	14
Category:	Full-Time (with benefits)
FLSA Status:	Non-Exempt
Reports To:	Circuit Court Clerk

SUMMARY

Performs difficult skilled clerical work in the Office of the Clerk of the Circuit Court; does related work as required. Work is performed under general supervision.

ESSENTIAL FUNCTIONS

Processing legal documents; entering data; attending court and performing clerk duties; maintaining records and files; assisting the public.

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Manages matters pertaining to probate of wills and qualification of fiduciaries for decedents, minors, trusts and incapacitated persons; responds to initial inquiries from the public; writes probate orders and fiduciary orders; receives and files fiduciary inventories and accountings, and trustee settlements.
- Proofreads criminal and civil orders and a variety of miscellaneous documents; assists clerk and judge in court.
- Scans documents into computer; assigns pages to proper instruments; merges into system; computer indexes and deeds.
- Prepares and maintains financial records for cash reconciliation, trust account management, compensation and expenses, etc.
- Orders supplies and maintains an adequate inventory on hand.
- Assists the public, in the office and on the phone with information on all matters of which they may inquire, such as use of the public records, issuance of marriage licenses, passport applications, notary public qualifications, recordation of deeds, judgments and financing statements, etc; processes gun permit applications and mails permits.
- Certifies copies of records, administers oaths to various officers, etc.; collects taxes, fees, fines and court costs for the state and local governments using the cash register and FMS; computes criminal costs and enters into FMS; prepares and makes deposits.
- Receives and docket criminal and civil cases as they are filed; sets-up file folder and CMS data base; prepares CMS to print out papers for service of process; receives and files written motions, notices, certificates, praecipes and any other documents submitted to the court for ongoing cases; coordinates case files and the court schedule.
- Issues subpoenas, witness summons, etc.; processes the returns of legal service; receives and files search warrant affidavits and the return of search warrants.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Comprehensive knowledge of the office methods, procedures and practices of the Office of the Clerk of the Circuit Court; thorough knowledge of business English, spelling and arithmetic; ability to operate standard office, word processing and data entry equipment; comprehensive knowledge of Office programs and policies; ability to communicate ideas effectively in both oral and written forms; ability to understand and follow oral and written instructions; ability to establish and maintain effective working relationships with Court officials, associates and the general public.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

Any combination of education and experience equivalent to graduation from an accredited community college with major course work in business or public administration or a related field and considerable experience in clerical work in the office of the Clerk of Circuit Court including considerable administrative experience.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally, and a negligible amount of force frequently or constantly to move objects; work requires fingering, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

SPECIAL REQUIREMENTS

- Possession of certification as a Certified Deputy Clerk.

POST OFFER REQUIREMENTS

- Background Check

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
7/1/2018	7/1/2018	7/1/2018	June 2, 2004; PB 12 change July 1, 2018

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB O

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	Ambulance CIP Funding for the Department of Emergency Services				
MOTION(s):	<p>I move the Board of Supervisors approve a supplemental appropriation for the Department of Emergency Services for an ambulance purchase in the amount of:</p> <p style="margin-left: 20px;">A. \$125,907 to purchase a used 4-5 year old ambulance, with the funding to come from the Cynthia L. Morgenstern Trust fund that was transferred to the County, due to the dissolution of Fluvanna County Rescue Squad, Inc.</p> <p style="text-align: center;">OR</p> <p style="margin-left: 20px;">B. \$310,000 to purchase a 1-2 year old demo ambulance and power load system, with \$125,907 of funding to come from the Cynthia L. Morgenstern Trust, with the funding to come from the Cynthia L. Morgenstern Trust fund that was transferred to the County, due to the dissolution of Fluvanna County Rescue Squad, Inc. and \$184,093 to come from Unassigned Fund Balance.</p>				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Jim True, EMS Supervisor; Eric Dahl, County Administrator				
PRESENTER(S):	Jim True, EMS Supervisor; Eric Dahl, County Administrator				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<p>The Fluvanna County Department of Emergency Services is in need of a newer ambulance, due to the condition of the existing fleet and the need for reserves:</p> <ul style="list-style-type: none"> • Ambulance 45 – 2016 E-450, 4X2, gas, with ~160K miles <ul style="list-style-type: none"> ○ Currently out of service for lower body bushings that are on national back-order. ETA to be back in service is unknown • Ambulance 46 – 2019 F-550, 4X2, diesel, with ~50K miles <ul style="list-style-type: none"> ○ This used ambulance was recently purchased by Fluvanna Rescue Squad, Inc. in the summer of 2023 and donated to the Department of Emergency Services, prior to their dissolution. The Board of Supervisors approved the donation of the ambulance to the County by resolution on September 20, 2023. • Ambulance 48 – 2017 F-450, 4X4, diesel, with ~180K miles. <ul style="list-style-type: none"> ○ This ambulance just got back from service for repairs to the suspension. • Ambulance 49 – 2011 F-450, 4X4, diesel, with ~250K miles. <ul style="list-style-type: none"> ○ This ambulance currently has a blown engine, but the ambulance box on this unit is in good operational condition. The County is 				

	<p>getting estimates to have the engine replaced and would also replace the transmission at the same time (estimated \$30-35K). This would allow continued use of the ambulance and allow for a lower cost reserve unit, versus buying a newer ambulance.</p> <p>Due to the current condition of the fleet and numerous ambulances needing to be out for repairs at the same time, the County has had to borrow ambulances from other agencies within the last month.</p> <p>In addition, a brand new ambulance was approved in the FY23 CIP and has been ordered, with the expected delivery to take place in November 2024.</p>				
FISCAL IMPACT:	<ul style="list-style-type: none"> • Option A above does not require County funding, as the \$125,907 of funding comes from the Cynthia L. Morgenstern Trust, which was transferred to the County due to the dissolution of Fluvanna County Rescue Squad, Inc. The requirement for use of these funds is for capital improvement purchases by the Department of Emergency Services, as approved in a resolution by the Board of Supervisors on November 15, 2023. • Option B above would utilize the same \$125,907, but would also require additional County funding of \$184,093 from Unassigned Fund Balance. 				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			X

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

TAB P

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	Amended FY25 Budget Calendar				
MOTION(s):	I move the Board of Supervisors approve the Amended FY25 Budget Calendar, as presented.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Tori Melton, Finance Director				
PRESENTER(S):	Tori Melton, Finance Director				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	In accordance with Fluvanna County Budget Policy, Code of Virginia 58.1-3321 and Code of Virginia 15.2-2506				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	FY25 Budget Calendar Amended				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			



FY25 BUDGET CALENDAR

Holiday - Offices Closed

DAY	DATE	DESCRIPTION	TIME/LOCATION	Su	M	T	W	Th	F	Sa
Aug-2023										
Tue	Aug 1	CIP Packet Released	Finance Email			1	2	3	4	5
Wed	Aug 2	BOS Regular Meeting	5:00 pm; Carysbrook PAC	6	7	8	9	10	11	12
Wed	Aug 16	BOS Regular Meeting	7:00 pm; Carysbrook PAC	13	14	15	16	17	18	19
				20	21	22	23	24	25	26
				27	28	29	30	31		
Sep-2023										
Fri	Sep 1	CIP Submissions Due to Finance	5:00 pm; Email Finance						1	2
Wed	Sep 6	BOS Regular Meeting	5:00 pm; Carysbrook PAC	3	4	5	6	7	8	9
Mon	Sep 11	County Administrator's CIP Review Committee	3:00pm Morris Room	10	11	12	13	14	15	16
Wed	Sep 20	BOS Regular Meeting	7:00 pm; Carysbrook PAC	17	18	19	20	21	22	23
				24	25	26	27	28	29	30
Oct-2023										
Wed	Oct 4	BOS Regular Meeting	5:00 pm; Carysbrook PAC	1	2	3	4	5	6	7
Tues	Oct 10	Planning Commission Work Session/Meeting - CIP Review	6:00 pm; Carysbrook PAC	8	9	10	11	12	13	14
Wed	Oct 18	BOS Regular Meeting	7:00 pm; Carysbrook PAC	15	16	17	18	19	20	21
Fri	Oct 20	FY25 Operating Budget Kick-Off	Budget Packet Email	22	23	24	25	26	27	28
				29	30	31				
Nov-2023										
Wed	Nov 1	BOS Regular Meeting	5:00 pm; Carysbrook PAC				1	2	3	4
Wed	Nov 8	Planning Commission Work Session/Meeting - CIP Review	6:00 pm; Carysbrook PAC	5	6	7	8	9	10	11
Wed	Nov 15	BOS Regular Meeting	7:00 pm; Carysbrook PAC	12	13	14	15	16	17	18
Wed	Nov 22	Operating Budgets Due to Finance (COB)	Email to Finance	19	20	21	22	23	24	25
				26	27	28	29	30		
Dec-2023										
	Dec 4-8	County Administrator Oper. Budget Reviews w/ CO's, DH's, & Agencies	TBD; Morris Room						1	2
Wed	Dec 6	BOS Regular Meeting	5:00 pm; Carysbrook PAC	3	4	5	6	7	8	9
Tues	Dec 12	Planning Commission Meeting - CIP Public Hearing/Recommendation	6:00 pm; Carysbrook PAC	10	11	12	13	14	15	16
Wed	Dec 20	BOS Budget Work Session - Non-Profit Presentations	5:00 pm; Carysbrook PAC	17	18	19	20	21	22	23
Wed	Dec 20	BOS Regular Meeting	7:00 pm; Carysbrook PAC	24	25	26	27	28	29	30
				31						
Jan-2024										
Wed	Jan 3	BOS Regular Meeting	5:00 pm; Carysbrook PAC		1	2	3	4	5	6
Wed	Jan 17	BOS Budget Work Session - Non-Profit Presentations	5:00 pm; Carysbrook PAC	7	8	9	10	11	12	13
Wed	Jan 17	BOS Regular Meeting	6:00 pm; Carysbrook PAC	14	15	16	17	18	19	20
Wed	Jan 24	BOS Budget Work Session - Non-Profit Presentations	5:00 pm; Morris Room	21	22	23	24	25	26	27
	Jan 29-31	BOS Budget Briefs	TBD; TBD	28	29	30	31			
Feb-2024										
Wed	Feb 7	BOS Regular Meeting	5:00 pm; Carysbrook PAC					1	2	3
Wed	Feb 7	County Administrator's FY25 Budget Proposal and Revenue/Expenditure Brief	7:00 pm; Carysbrook PAC	4	5	6	7	8	9	10
Wed	Feb 7	School Board Work Session - Superintendent's Budget and Public Hearing	5:00 pm; School Board	11	12	13	14	15	16	17
Wed	Feb 14	School Board Meeting - Budget Adoption	6:00 pm; School Board	18	19	20	21	22	23	24
Wed	Feb 21	BOS Budget Work Session - FCPS FY25 Adopted Budget Presentation	5:00 pm; Carysbrook PAC	25	26	27	28	29		
Wed	Feb 21	BOS Regular Meeting	6:00 pm; Carysbrook PAC							
Wed	Feb 28	BOS Budget Work Session - County Agency Briefs & Constitutional Officer Briefs	5:30 pm; Morris Room							
Mar-2024										
Wed	Mar 6	BOS Regular Meeting	5:00 pm; Carysbrook PAC						1	2
Wed	Mar 6	BOS Budget Work Session - County Department Briefs/CIP Review	7:00 pm; Carysbrook PAC	3	4	5	6	7	8	9
Wed	Mar 13	BOS Budget Work Session	5:30 pm; Morris Room	10	11	12	13	14	15	16
Wed	Mar 20	BOS Budget Work Session	5:00 pm; Carysbrook PAC	17	18	19	20	21	22	23
Wed	Mar 20	BOS Regular Meeting - Set Proposed FY25 Budget & CY24 Tax Rates for Advertising	6:00 pm; Carysbrook PAC	24	25	26	27	28	29	30
Wed	Mar 27	BOS Budget Work Session - TBD	5:30 pm; Morris Room	31						
Apr-2024										
Wed	Apr 3	BOS Regular Meeting	5:00 pm; Carysbrook PAC		1	2	3	4	5	6
Wed	Apr 3	BOS Budget Work Session - TBD	7:00 pm; Carysbrook PAC	7	8	9	10	11	12	13
Wed	Apr 10	BOS Special Meeting - Public Hearing for FY25 Budget and CY24 Tax Rate	7:00 pm; Carysbrook PAC	14	15	16	17	18	19	20
Wed	Apr 17	BOS Regular Meeting - Adopt FY25 Budget and CY24 Tax Rate *	6:00 pm; Carysbrook PAC	21	22	23	24	25	26	27
Wed	Apr 24	BOS Special Meeting - TBD - Adopt FY25 Budget and CY24 Tax Rate *	7:00 pm; Carysbrook PAC	28	29	30				

* Can adopt at Regular Meeting on April 17th or hold special meeting on April 24th to adopt

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

TAB Q

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	Resolution Authorizing Participation in Application of Aqua Virginia, Inc. for an Increase in Rates, SCC Case No. Pur-2023-00073				
MOTION(s):	I move that the Board of Supervisors approve the resolution to authorize participation in application of Aqua Virginia, Inc. for an increase in rates, SCC Case No. Pur-2023-00073				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve resolution				
TIMING:	Resolution in effect upon adoption				
DISCUSSION:	<p>Aqua Virginia, Inc. (“Aqua”) is a state-wide, investor-owned water and sewer utility company that owns and operates several water and wastewater systems in Fluvanna County. Aqua is a utility company whose rates are regulated by the Virginia State Corporation Commission (“Commission”) and has filed a rate case in the Commission, Application of Aqua Virginia, Inc. for an Increase in Rates, Case No. PUR-2023-00073, seeking an increase in water and sewer rates. Aqua seeks an increase in its water revenues of \$5,214,892 and an increase in wastewater revenues of \$1,696,121, for a combined increase of \$6,911,013. The requested increases constitute an approximate 33.88% increase in water revenues and a 21.08% increase in wastewater revenues, for a combined increase of 29.49% with potentially much greater impacts on certain individual customers in Fluvanna County.</p> <p>The resolution authorizes and directs the County Attorney to file a Notice of Participation in the aforementioned rate case and to participate therein as a litigant, and to keep the Board informed of the progress of the case. The resolution also authorizes the directs the County Administrator and County Attorney to take or cause to be taken such other and further actions as may be necessary to protect the interest of the County and its citizens in this regard, and to keep the Board informed of the progress of the case regularly.</p>				
FISCAL IMPACT:	Costs for expert witnesses to litigate are estimated to be around \$25K for an engineer and \$10K for a certified public accountant. In addition and depending on how the County proceeds, there could be legal costs for an outside counsel if the workload is more than the County Attorney could handle. For all of these costs, there is interest				

	from other participating localities to cost share on these items, which would lower Fluvanna's direct cost.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none">Resolution authorizing participation in application of Aqua Virginia, Inc.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 02-2024

A RESOLUTION AUTHORIZING PARTICIPATION IN APPLICATION OF AQUA VIRGINIA, INC. FOR AN INCREASE IN RATES, SCC CASE NO. PUR-2023-00073

WHEREAS, Aqua Virginia, Inc. (“Aqua”), a state-wide, investor-owned water and sewer utility company, owns and operates several water and wastewater systems in Fluvanna County; and

WHEREAS, Aqua is a utility company whose rates are regulated by the Virginia State Corporation Commission (“Commission”) and has filed a rate case in the Commission, Application of Aqua Virginia, Inc. for an Increase in Rates, Case No. PUR-2023-00073, seeking an increase in water and sewer rates; and

WHEREAS, Aqua is seeking an increase in its water revenues of \$5,214,892 and an increase in wastewater revenues of \$1,696,121, for a combined increase of \$6,911,013; and

WHEREAS, the requested increases constitute an approximate 33.88% increase in water revenues and a 21.08% increase in wastewater revenues, for a combined increase of 29.49% with potentially much greater impacts on certain individual customers in Fluvanna County; and

WHEREAS, this increase in rates would have deleterious effects on the County and its citizens and appears unjustified based on the filings made in the aforementioned case.

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fluvanna County:

- 1. Authorizes and directs the County Attorney to file a Notice of Participation in the aforementioned rate case and to participate therein as a litigant, and to keep the Board informed of the progress of the case;
- 2. Calls upon the Staff of the Commission and the Office of the Attorney General Office of Consumer Counsel to investigate the application carefully and thoroughly analyze the basis therefor, if any;
- 3. Authorizes the directs the County Administrator and County Attorney to take or cause to be taken such other and further actions as may be necessary to protect the interest of the County and its citizens in this regard, and to keep the Board informed of the progress of the case regularly; and
- 4. This Resolution shall be in effect upon adoption.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 17th day of January 2024:

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

Attest:

Christopher Fairchild, Chair
Fluvanna County Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS BCC APPOINTMENTS STAFF REPORT

TAB R

MEETING DATE:	January 17, 2024		
AGENDA TITLE:	Board, Commission, and Committee Appointments		
MOTION:	I move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s):		
Board/Commission/Committee	Appointees	Begins Term	Ends Term
Thomas Jefferson Water Resources Protection Foundation - Fluvanna Citizen Representative	John Easter (I) James Schoenster Christopher L. Baca, Sr.	02/01/2024	01/31/2028

BCC VACANCIES AND APPLICANTS				
BCC Vacancies	Applicants	Appt	District	Current BCC Appointments / Other Notes
Thomas Jefferson Water Resources Protection Foundation - Fluvanna Citizen Representative	John Easter (I)	Reappt	Fork Union	Incumbent seeking reappointment. Term to begin February 1, 2024 and end January 31, 2028. Also serving on the Thomas Jefferson Soil and Water Conservation District Board.
Thomas Jefferson Water Resources Protection Foundation - Fluvanna Citizen Representative	James Schoenster	Appt	Palmyra	Term to begin February 1, 2024 and end January 31, 2028.
Thomas Jefferson Water Resources Protection Foundation - Fluvanna Citizen Representative	Christopher L. Baca, Sr.	Appt	Columbia	Term to begin February 1, 2024 and end January 31, 2028.

DISCUSSION:	<ul style="list-style-type: none"> • Thomas Jefferson Water Resources Protection Foundation - Fluvanna Citizen Representative – One position available with a term to begin February 1, 2024 and end January 31, 2028.
ENCLOSURES:	Candidate Applications



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: John E Easter II		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			
Mailing Address (including City, State, & ZIP) 94 MIDDLE FARMS TRACE Bremo Bluff VA 23022		Physical Address (if different)	
Years Lived in Fluvanna 53	Cell Phone – preferred? [REDACTED]	Home Phone – preferred? [REDACTED]	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): BA UVA 1962 MAS ERAU 1989			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Thomas Jefferson Soil & Water Conservation District - Current Thomas Jefferson Water Resources Protection Foundation - Current			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I would like to continue my work in conservation			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>			
Applicant's Signature John E Easter II (from file)		Date 12/7/2023	

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

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Audit Committee
	Board of 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
	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
	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)
X	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.

Office Use Only		
Application Received On:	2023-12-07	Application Received By: Caitlin Solis
Acknowledgement Sent:	2023-12-07	
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: Christopher L. Baca, Sr.	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.): Fluvanna Leadership Development Program 23-24	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Rotary Club of Ketchikan First City-Alaska Board member 2011/2013. President Elect 2013/14, President 2014/15, Past President 2015/16 Rotary Club of Greater Spokane Valley President Elect 2020/21, President 2021/22, Past President 2022/23	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I want to be a part of the future decision makers and policy developers of our county to ensure we continue to intentionally grow and change for the improvement of services for our citizens and visitors.	

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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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	X	Finance Board	X	Piedmont Virginia Community College (PVCC) Board
X	Board of Equalization (BOE)	X	Fluvanna Partnership for Aging Committee (FPA)	X	Planning Commission (PC)
X	Board of Zoning Appeals (BZA)	X	Fork Union Sanitary District (FUSD) Advisory Committee	X	Region Ten Community Services Board
X	Building Code of Appeals Board	X	James River Water Authority (JRWA)	X	Rivanna River Basin Commission
X	Central Virginia Regional Jail (CVRJ) Authority	X	JAUNT Board	X	Social Services Board
X	Columbia Task Force (CARE)	X	Jefferson Area Board of Aging (JABA) Advisory Council	X	Thomas Jefferson Planning District Commission (TJPDC)
X	Community Policy & Management Team (CPMT)	X	Jefferson Area Board of Aging (JABA) Board of Directors	X	Thomas Jefferson Water Resources Protection Foundation
X	Economic Development Authority (EDA)	X	Library Board of Trustees		
X	Economic Develop. & Tourism Advisory Council (EDTAC)	X	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) 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> C. Baca (from file)		Date 01-06-2024	
Mailing Address (including City, State, & ZIP) 40 Turkeysag Trail Palmyra, VA 22963		Physical Address (if different)	
Years Lived in Fluvanna 2	Phone # [REDACTED]	Alternate Phone #	Email Address [REDACTED]
Office Use Only			
Application Received On:	01-06-2024	Application Received By:	
Acknowledgement Sent:	01-08-2024	Leontyne Peck	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

Christopher L. Baca, Sr.

40 Turkeysag Trail
Palmyra, VA 22963

OBJECTIVE

Executive with 25+ years experience in progressively larger academic clinical department operations; six years experience in new program development, community collaboration, workforce and secondary school teacher training, seeking COVID-19 Contact Tracer or Investigator opportunity in team-oriented organization.

Certificate of Completion, ASTHO and NCSD, Completed 12/26/2021
Making Contact: A Training for COVID-19 Case Investigators and Contact Tracers

CORE EXPERTISE/SUMMARY

- Obtained LEAN – Green Belt, PeaceHealth Medical Group
- Managing clinics on two islands in Southeast Alaska
- Extensive knowledge and experience in academic clinical department administration areas including budgeting, personnel management, project management, clinical practice operations and billing, federal grants administration – pre and post award, residency and fellowship programs.
- Over five years experience in workforce training and secondary school teacher development program planning.
- New program development within educational, economic development, state government setting.
- Developing programs to compliment university priorities and industry cluster needs.
- Organization of Advisory Committees, and Advisory Board for the Center.

Office of Biotechnology –

- Collaboratively addressed: marketing, joint oversight, and design of UT Research Park (a collaboration of UT HSC Houston and UT/MDA CC)
- Researched Biotechnology and Life Sciences Workforce issues with community-based task force
- Created small office incubator facility within office for start up operations of faculty

Academic Clinical Departments –

- Led multiple school of medicine-wide task forces and committees to address TQM of physician practice operations, ambulatory clinic processes, improve quality and accuracy of physician billing practices
- Oversaw Enterprise-wide physician practice clinical system conversion from SMS to IDX at TTU HSC MS
- Created systems for administrating multiple clinical departments to improve efficiencies and reduce operational expenses

- Approved and implemented local area network in two departments to increase staff efficiencies, and records retention.

MANAGERIAL ROLES:

- **Clinic Manager, PeaceHealth Medical Group, Ketchikan, AK**, September 19, 2011 – June 21, 2019 Primary Care, Psychiatry, Pediatrics, OB/Gyn, Hospitalists, Off site Primary Care Clinic Prince of Wales - Craig
- **Clinic Manager, UTMB- Prison Management, Polunsky Prison, Livingston, TX**, 2009 – 2011 3,000 prisoner population
- **Director, Quality Control, Harris County Hospital District, Physician Practice**, 2008 – 2009

ACADEMIC APPOINTMENTS

- **Research Associate Professor**, College of Technology, Department of Engineering Technology, University of Houston, June 2005- September 2008
- **Fluvanna County School District**, Substitute teacher, August 2022 – May 2023

ADMINISTRATIVE APPOINTMENTS

- **Executive Director**, Center for Life Science Technology, College of Technology, Engineering Technology, University of Houston, June 2005- September 2008 (Created Center for Life Sciences Technology- www.texasbiotech.org)
- **DIRECTOR**, Office of Biotechnology, The University of Texas HSC – Houston, TX, 2001 to June 2005 (Established Center for Life Sciences Technology)
- **DIRECTOR MANAGEMENT OPERATIONS**, Departments of Internal Medicine and Dermatology; University of Texas HSC - Houston, Medical School, June 1995 to April 2002 (Administration of academic clinical department, worked through 6 years of declining operational budget representing ~ 40% clinical revenue budget decline, established budgeting of clinical revenues by CPT/RVU, DMO Lead- school-wide team on centralizing billing and clinic operations reengineering)
- **ASSISTANT TO THE CHAIR**, Department of Surgery, University of Texas Medical Branch @ Galveston, TX., June 1992 to June 1995 (participated in CQI projects for campus, led multi-level team on clinic access)
- **ADMINISTRATOR**, Department of Surgery, Georgetown University Medical Center, Washington, D.C., July 1988 to May 1992 (Installed Local area network for clinical department, negotiated physician managed care contracts)
- **DIRECTOR**, Texas Tech Health Sciences Center, Medical Practice Income Plan (MPIP) Lubbock, Amarillo, El Paso, Odessa, Lubbock, TX, April 1987 to July 1988 (Oversight of faculty practice plan operations in Lubbock, Odessa, Amarillo, and El Paso, responsible for successful enterprise-wide practice plan computer conversion, responsible for enterprise computer conversion and installation – SMS to IDX)

EDUCATION

MA Organizational Management, University of Phoenix, 2002-2004. Focused on Organizational Management

BBA, Business Economics, New Mexico State University, 1971-1976, Minor in Accounting

RECOGNITION

Omicron Delta Epsilon, Economic Honors Society, member 1975 – 1976, Vice President 1975-1976

Admiral of the Texas Navy, Commissioned July 1993, by Governor Ann Richards

United Who's Who, Lifetime Member, 2003



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.

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Name: James Schoenster	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union <input checked="" 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.):

Education Virginia Tech, Blacksburg, VA Bachelor s degree in Finance graduated in Spring of 2014
-Onboarding Specialist, Coastal Pension Services (A Blue Ridge Company) - October 2021 - Current.
The 401k department of Blue Ridge ESOP Associates. I work on transitioning plans from other TPAs to our service model, and design/update plan documents for transitioning plans or new start-up plans. The role also includes making amendments to current plans and generating required notices to be distributed to all participating employees.
- Associate Administrator, Blue Ridge ESOP Associates (BREa) - July 15th 2019 - October 2021
o BREa is a Third Party Administrator for retirement plans including 401k, profit sharing.
Generated new business through networking and requesting current clients refer

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

I ran for the Board of Supervisors in 2023 in the Palmyra district.

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

I participated in the Fluvanna Leadership Development Program in 2020 and have remained an active member of the Fluvanna Leadership Alumni Group ever since.

REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY:

I want to give back to my community and participate in local government as I believe that is any person's civic duty.

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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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
	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
	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	X	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) 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	
James Daniel Schoenster		12-5-2023	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
843 Jefferson Drive Palmyra, VA 22963			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
8	[REDACTED]		[REDACTED]
Office Use Only			
Application Received On:	12-5-2023	Application Received By:	
Acknowledgement Sent:	12-5-2023	Leontyne Peck	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

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

TAB S

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	Children’s Services Act Semi-Annual Report				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Bryan Moeller, CSA Program Manager				
PRESENTER(S):	Bryan Moeller, CSA Program Manager				
RECOMMENDATION:	Information only.				
TIMING:	Routine.				
DISCUSSION:	<ul style="list-style-type: none"> • Review of Purchases of Services from the Children’s Services Act during FY 2023 • Summary of demographics during FY 2023 • Summary of items of interest in FY 2024 • Opportunity for questions from Board of Supervisors 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					XX

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

TAB T

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors January 3, 2024 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday January 3, 2024, be adopted.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goals(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes January 3, 2024.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Carysbrook Performing Arts Center
8880 James Madison Hwy, Fork Union, VA 23055
January 3, 2024
Regular Meeting 5:00pm**

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

ABSENT: None.

ALSO PRESENT: Eric M. Dahl, County Administrator
Kelly Harris, Assistant County Administrator
Dan Whitten, County Attorney
Caitlin Solis, Clerk for the Board of Supervisors
Barry Bibb, Planning Commissioner, Chair
Howard Lagomarsino, Planning Commissioner, Vice Chair
Bree Key, Planning Commissioner
Lorretta Johnson-Morgan, Planning Commissioner
Kathleen Kilpatrick, Planning Commissioner

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

At 5:03pm Mr. Eric Dahl, County Administrator called to order the 2024 Organizational Meeting. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

2024 Organizational Meeting of the Fluvanna County Board of Supervisors

Election of Chair - This action will elect a Chair to the Board of Supervisors for 2024. Mr. Eric M. Dahl, County Administrator, called for nominations.

- Mr. Hodge nominated Supervisor Fairchild.

NOMINATION: Supervisor Fairchild

SUPERVISOR	NOMINATE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Chris Fairchild, Cunningham District			X			
Mike Goad, Fork Union District		X	X			
Timothy M. Hodge, Palmyra District	X		X			
Anthony P. O’Brien, Rivanna District			X			
John M. Sheridan, Columbia District			X			
5-0						

Following the election of Chair, Mr. Dahl turned the gavel, and the meeting, over to Chair Fairchild.

Election of Vice-Chair - This action will elect a new Vice-Chairperson to the Board of Supervisors for 2024. Chair Fairchild opened the floor for nominations for Vice-Chair.

- Mr. O’Brien nominated Supervisor Sheridan.

NOMINATION: Supervisor Sheridan

SUPERVISOR	NOMINATE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Chris Fairchild, Cunningham District			X			
Mike Goad, Fork Union District		X	X			
Timothy M. Hodge, Palmyra District			X			
Anthony P. O’Brien, Rivanna District	X		X			
John M. Sheridan, Columbia District					X	
4-0-1 (Sheridan abstained)						

Supervisor Sheridan was elected Vice Chair, and the nomination/voting process was complete.

Resolution Entitled “Organizational Meeting of the Fluvanna County Board of Supervisors 2024” - The Code of Virginia requires an annual organizational meeting of the Board of Supervisors for the election of officers and the conduct of such other business as to meeting times and dates.

MOTION:	To adopt the Resolution entitled “Organizational Meeting of the Fluvanna County Board of Supervisors 2024” which designates the location, day, and time of meetings. Meeting Place: <ul style="list-style-type: none"> Carysbrook Performing Arts Center Meeting Times: <ul style="list-style-type: none"> Day Meetings begin at 5:00 p.m. and end at 9:00 p.m., unless extended; Night Meetings begin at 6:00 p.m. and end at 10:00 p.m., unless extended; When scheduled, Work Sessions begin at 5:00 p.m. prior to the evening meeting. 				
	MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien
ACTION:			Motion	Second	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Selection of Dates for the Board Meetings - This action will adopt the Board of Supervisors 2024 Regular Meeting Calendar.

- 2024 Juneteenth falls on Wednesday, June 19, 2024 and County Offices will be closed. The Board agreed to move the Wednesday meeting to Thursday, June 20, 2024.
- During the month of July, only one meeting will be held on the first Wednesday starting at 5:00 p.m., breaking for dinner, then reconvening at 6:00 p.m. for public hearings.

MOTION:	Adopt the Board of Supervisors 2024 Regular Meeting Calendar as presented, with the changes so made.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:				Second	Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Adoption of Board By-Laws and Rules of Practice and Procedures - This action will adopt the Fluvanna County Board of Supervisors By-Laws and Rules of Practice and Procedures.

- The third Wednesday meeting of the month will be changed to start at 6:00pm, and was updated in the Bylaws.

MOTION:	Adopt the Board of Supervisors By-Laws and Rules of Practice and Procedure.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Appointment of Board of Supervisor Members to Boards, Commissions and Committees – Every two years in even years, the Board determines Board member assignments on various Boards, Commissions and Committees.

MOTION:	Adopt the following Supervisor appointments to various boards and commissions for terms effective January 1, 2024, through December 31, 2025: <ul style="list-style-type: none"> Agricultural/Forestral Advisory Committee - Fairchild Central Virginia Regional Jail Authority - Fairchild Community Policy Management Team (CPMT) – Hodge EDTAC - Goad Emergency Services Director (Chair or COAD - § 44-146.19) – Dahl Finance Board (Chair) - Fairchild Fork Union Sanitary District Advisory Committee - Goad Parks & Recreation Advisory Board - Fairchild Piedmont Workforce Network Council - O'Brien Planning Commission - Goad Rivanna River Basin Commission (RRBC) - Mbr #1 - Hodge Rivanna River Basin Commission (RRBC) - Mbr #2 - O'Brien Social Services Board - Hodge Thomas Jefferson Planning District Commission (TJPDC) - O'Brien Virginia Association of Counties (VACo) Legislative Contact (Chair) – Fairchild 				
	MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien
ACTION:			Second		Motion

VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

3 - ADOPTION OF AGENDA

MOTION:	Accept the Agenda, for the January 3, 2024 Regular Meeting of the Board of Supervisors, as amended.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:				Second	Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

4 - COUNTY ADMINISTRATOR'S REPORT

Mr. Dahl reported on the following topics:

Announcements and Updates - New Employees

- Derek Taylor, Emergency Services, EMT Basic Life Support (BLS), Started December 27th
- Rachel Elliott, Finance Department, Financial Services Specialist, Started January 2nd
- Shannton West, Social Services, Family Services Specialist II, Started January 2nd

January Is National Stalking Awareness Month

- Stalking is a crime in all 50 states.
- Stalking behavior can include:
 - Unwanted phone calls, emails, texts, social media messages;
 - Approaching a victim or showing up unwanted at victim's home, workplace or school;
 - Watching, following or tracking a victim;
 - Doing/leaving things to let the victim know they have been there
- Need help? Know someone who does? Call the Fluvanna Victim/Witness Program at 591-1985 for more information and resources, or visit: www.stalkingawareness.org

Next BOS Meetings

Day	Date	Time	Purpose	Location
Wed	Jan 17	5:00 PM	BOS Budget Work Session – Non-Profit Presentations	Performing Arts Center
Wed	Jan 17	7:00 PM	Regular Meeting	Performing Arts Center
Wed	Jan 24	5:00 PM	BOS Budget Work Session – Non-Profit Presentations	Morris Room
Wed	Feb 7	5:00 PM	Regular Meeting	Performing Arts Center
Wed	Feb 7	7:00 PM	County Administrator's FY24 Budget Proposal and Revenue/Expenditure Brief	Performing Arts Center

5 - PUBLIC COMMENTS #1

At 5:54pm, Chair Fairchild opened the first round of Public Comments.

- Janes Schoenster, 843 Jefferson Dr, congratulated the new Board members on their positions, and commented that if there are any boards, committees, or commissions that they need participation on to reach out.

With no one else wishing to speak, Chair Fairchild closed the first round of Public Comments at 5:55pm.

6 - PUBLIC HEARING

None.

7 - ACTION MATTERS

Zion Crossroads West Waterline Funding – Eric Dahl, County Administrator

In February 2020, the Virginia Department of Environmental Quality (DEQ) approached the County about extending the Zion Crossroads waterline on U.S. Route 250 1.1 miles west of where it currently terminates on Memory Lane, to properties contaminated by an old petroleum release. Four petroleum impacted properties currently have water treatment systems until a permanent solution is provided. In addition, two nearby properties are at risk of petroleum contamination. This project extension helps to provide a reliable water source to the affected residents of the County and advances a Phase 2 component earlier with the assistance of DEQ.

The County has funding agreements with DEQ; the first is for Engineering Services, were DEQ will fund up to \$200,000, and the second is for Construction Services, were DEQ will fund up to \$800,000 and/or excess of remaining Engineering funds.

The board approved a project agreement with Dewberry Engineers for \$149,769 which includes, but is not limited to, preliminary design; subsurface utility engineer; surveying; geotechnical engineering; environmental investigation and permitting; PRV design; final design.

ZXR West Waterline Extension	June 2020 Est.	Nov. 2021 Est.	Apr. 2022 Est.	Nov. 2022 Est.	Current Est.	Current Est. with Build America/ Buy America & Davis Bacon (10% inc.)	
Engineering Costs							
Design, Survey, Geo-Tech., Environmental	\$ 130,000	\$ 149,769	\$ 149,769	\$ 149,769	\$ 149,769	\$ 149,769	
Bidding, Construction Admin., Constuction Insp.	\$ 70,000	\$ 100,000	\$ 125,000	\$ 125,000	\$ 100,000	\$ 110,000	
Additional Design	\$ -	\$ -	\$ -	\$ -	\$ 19,450	\$ 19,450	
Legal Costs							
Doc Prep (deeds, plats and title)	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 25,000	\$ 25,000	
Easement Acquisition Estimates							
Easement valuation/appraisals and easement acq.	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 141,875	\$ 141,875	
Estimated Construction Cost	\$ 1,200,000	\$ 1,816,000	\$ 2,336,000	\$ 2,503,000	\$ 2,597,000	\$ 2,856,700	
Contingency	\$ -	\$ 181,600	\$ 233,600	\$ 250,300	\$ 259,700	\$ 285,670	
ESTIMATED TOTAL	\$ 1,510,000	\$ 2,357,369	\$ 2,954,369	\$ 3,138,069	\$ 3,292,794	\$ 3,588,464	
DEQ Funding	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Debt Proceeds	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	
FUNDING	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	
ADDITIONAL FUNDING NEEDED	\$ 10,000	\$ 857,369	\$ 1,454,369	\$ 1,638,069	\$ 1,792,794	\$ 2,088,464	
					Current Est.	Current Est. BABA	
					Interest Rate	4.00%	3.00%
					Term (yr)	20	20
					Annual Debt Service	\$ 131,917	\$ 140,378
					Total Principal and Interest Payments	\$ 2,638,338	\$ 2,807,552
					Total Interest Payments	\$ 845,544	\$ 719,088

The next decision for the Zion Crossroads West Waterline Extension Project:

1. Continue to move forward with the project and determine the funding source
2. Cease moving forward with the project

If the Board decides to move forward with the project, how to fund it:

1. Accept the approved FY2024 Bipartisan Infrastructure Law (BIL) loan
 - a. Slightly higher estimated project costs (10%) due to Build America/Buy America and Davis Bacon requirements of the loan, 1% below market rates for 20 years (current interest rate around 3%) with an estimated annual debt service payment of \$140,378
2. Reject the BIL loan and fund through the Virginia Resource Authority or another source
 - a. There is no Build America/Buy America and Davis Bacon requirements, slightly lower costs, 4% current interest rate for 20 years with an annual estimated debt service payment of \$131,917
3. Reject the BIL loan and fund with Unassigned fund balance
 - a. There is no Build America/Buy America and Davis Bacon requirements, slightly lower costs, no debt service payment, reducing unassigned fund balance and a reduction in interest income over 20 years.

If any debt options are selected, additional BOS approvals will be required.

- After some discussion, the Board agreed to defer the project until the July 3, 2024 meeting.

MOTION:	Defer the Zion Crossroads West Waterline Extension project until July 3, 2024 meeting.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			M		S
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

7A – BOARDS AND COMMISSIONS

MOTION:	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointments(s):				
BOARD/COMMISSION/COMMITTEE	APPOINTEES		APPT/ REAPPT	BEGINS TERM	ENDS TERM
Planning Commission - Fork Union Representative	Kathleen Kilpatrick		Appt	1/3/2024	06/30/2025
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:	Motion				Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointments(s):				
BOARD/COMMISSION/COMMITTEE	APPOINTEES		APPT/REAPPT	BEGINS TERM	ENDS TERM
Social Services Board - Cunningham Representative	James H. Wilkin		Appt	1/3/2024	06/30/2026
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:		Motion	Second		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

8 – PRESENTATIONS

None.

9 - CONSENT AGENDA

The following items were discussed before approval:

The following items were approved under the Consent Agenda for January 3, 2024:

- *Minutes of December 20, 2023* – Caitlin Solis, Clerk to the Board
- *Position Description Updates – Director of Planning* – Donna Snow, Director of Human Resources
- *Children’s Services Act (CSA) Program Manager Position Description* – Donna Snow, Director of Human Resources
- *Appointment of Acting Director of Planning* – Eric Dahl, County Administrator
- *Appointment of Zoning Administrator* – Eric Dahl, County Administrator

MOTION:	Approve the consent agenda, for the January 3, 2024 Board of Supervisors meeting.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

10 - UNFINISHED BUSINESS*Voting District Name Change* – Eric Dahl, County Administrator

- The Board agreed to table the discussion until the second meeting in August.

MOTION:	Defer Voting District Name Change until August 21, 2024.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Second	Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

11 - NEW BUSINESS

None.

12 - PUBLIC COMMENTS #2

At 6:43pm, Chair Fairchild opened the second round of Public Comments. With no one wishing to speak, Chair Fairchild closed the second round of Public Comments at 6:43pm.

14 - ADJOURN

MOTION:	Adjourn the Regular Meeting of Wednesday, January 3, 2024 at 6:45pm.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

WORK SESSION – CALL TO ORDER

At 7:04pm, Chair Fairchild called to order the Work Session of January 3, 2024. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

SOLAR PROJECTS INFORMATIONAL DISCUSSION

- Jason Sweeny, Attorney, M.B.A. and Board member of the Citizen Defenders of Fluvanna County.
- Scott J. Cameron, Second Vice President of the Virginia Association of Soil and Water Conservation Districts (VASWCD), is an active member of its Legislative Committee, and represents the VASWCD on the Virginia Noxious Weed Advisory Committee. Scott is a Director and Vice Chairman of the Northern Virginia Soil and Water Conservation District, which serves Fairfax County’s 1.2 million people, where he also chairs its Legislative Committee. At the national level, he is a member of the Legislative Committee and Invasive Species Subcommittee of the National Association of Conservation Districts. Scott was appointed by Governor Glenn Youngkin to the Virginia State Water Control Board. He is a Fellow of the National Academy of Public Administration, a member of the Board of Directors of the Senior Executives Association, and a SAGE with the Partnership for Public Service.
- Winfred Nash, Retired President, BWX Technologies. Inc. Nuclear Operations Group
- George Almond, Member of Appomattox Planning Commission, Safety and Operations, JESamerson

- The speakers discussed solar panel issues such as what Questions to Ask Every Utility Scale Solar Developer, Solar Panel Manufacture & Hazards, Utility Scale Solar Development – Broken Promises in Appomattox County, Utility Scale Solar – Other Problems, as well as policy recommendations.

MOTION TO EXTEND

- *At 8:50pm, a motion was made to extend the Board of Supervisors meeting.*

MOTION:	Approve a motion to extend the January 3, 2024 Regular Board of Supervisors meeting to 10:00pm.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

13 - CLOSED MEETING

MOTION:	At 8:51pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.5 & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Prospective Industry – Prospective Business Update; Legal Matters – Aqua Virginia Rate Increase.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 10:03pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.”				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION TO EXTEND

- *At 10:04pm, a motion was made to extend the Board of Supervisors meeting.*

MOTION:	Approve a motion to extend the January 3, 2024 Regular Board of Supervisors meeting to 11:00pm.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:				Second	Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

14 - ADJOURN

MOTION:	Adjourn the Work Session of Wednesday, January 3, 2024 at 10:05pm.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Second	Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

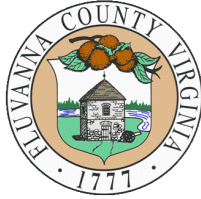
ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

Chris Fairchild
Chair

DRAFT



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 01-2024

**A RESOLUTION RECOGNIZING THE
2024 ORGANIZATIONAL MEETING OF THE BOARD OF SUPERVISORS**

At the annual Organizational Meeting of the Fluvanna County Board of Supervisors held in the Carysbrook Performing Arts Center at 5:00 PM on Wednesday, January 3, 2024, the following resolution was adopted by the Board of Supervisors, the vote being as shown below and recorded in the minutes of the meeting.

WHEREAS, the Code of Virginia requires an annual organizational meeting for the Board of Supervisors for the election of officers and the conduct of such other business as to meeting times and dates and,

WHEREAS, the Board of Supervisors does now conduct such an organizational meeting;

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors that it does hereby designate the Auditorium in the Carysbrook Performing Arts Center as its meeting place for Regular Meetings to be held on the first Wednesday of each month at 5:00 p.m. and the third Wednesday of each month at 6:00 p.m., except for the month of July when the only meeting shall be on the first Wednesday starting at 5:00 p.m., breaking for dinner, then reconvening at 6:00 p.m. for additional business or public hearings. When scheduled, Work Sessions will be held the third Wednesday of each month at 5:00 p.m. prior to the regular meeting.

BE IT FURTHER RESOLVED by the Board of Supervisors that it does hereby designate the fourth Wednesday at 6:00 p.m. as the meeting date for any such regular meeting that is postponed due to weather or such other circumstances.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY *Zion Crossroads West Waterline Funding* – Eric Dahl, County Administrator

ADOPTED by the Fluvanna County Board of Supervisors at the annual Organizational Meeting of the Board held on the 3rd day of January, 2024;

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

A Copy, teste:

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

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

TAB U

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	General Professional Engineering & Architectural Services Term Contract-Architectural Partners, P.C.				
MOTION(s):	I move the Board of Supervisors approve the General Professional Engineering & Architectural Services Term Contract with Architectural Partners, P.C. and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> ❖ An RFP was issued in October 2023 for Professional Engineering & Architectural Services as needed. Services may include civil engineering and design, management and review; architectural design, management and review; evaluation and design of water and sewer facilities (including rehabilitation options); design of improvements to wastewater pumping and water booster pump stations and well facilities (including water storage tanks); water and sewer system modeling; professional services associated with design and operation of solid waste facilities; regulatory issues and coordination with regulatory agencies; site plan engineering and surveying related to site grading, environmental engineering, storm water drainage, traffic impact analysis, road design, erosion and sediment control measures and storm water management facilities; geotechnical services; construction administration; grants administration, and inspection services associated with capital improvement projects; and other related similar services. ❖ We received a total of 5 proposals ❖ The committee chose 5 firms to meet with ❖ All 5 of those firms have been chosen to have term contracts with the county. ❖ The County has not yet used the services of Architectural Partners, P.C. ❖ Term contract will be used by County Staff on an as needed basis to provide County with professional engineering & architectural services. The firms selected provide a wide range of disciplines to sufficiently meet the County’s needs. ❖ As always, all project agreements will be approved by the board prior to any work being done. ❖ The initial contract term will be for one year with up to three (3) one-year renewal options 				
FISCAL IMPACT:	❖ Costs will be based on the attached rates sheet as well as # of hours expected to complete task order.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				

ENCLOSURES:	❖ General Professional Engineering & Architectural Services Term Contract- Architectural Partners, P.C. ❖ 2024 Rate Sheet				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

**TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER
FOR PROFESSIONAL SERVICES**

This Term Contract Between COUNTY and Architect/Engineer for Professional Services (the “Contract”) dated this ____ day of _____, 2024 is between the **COUNTY OF FLUVANNA** (the “COUNTY”), a political subdivision of the Commonwealth of Virginia and **Architectural Partners, P.C.** (“A/E”), a Virginia corporation, and is binding among and between these parties as of the date of the COUNTY’s signature.

RECITALS:

1. The legal address for the COUNTY and for the A/E and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

COUNTY:

ATTN: County Administrator
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1910
Facsimile: (434) 591-1911

A/E:

Architectural Partners, P.C.
ATTN: _____
10 Ninth Street
Lynchburg, Virginia 24504
Telephone: _____
Facsimile: _____

2. On October 24, 2023, the COUNTY issued Request for Proposals #2019-01 (the “RFP”) for general professional architectural & engineering services on an as-needed task order approach as more specifically set out in such RFP attached hereto as Exhibit 1, which is incorporated herein as a material part of this Contract. The original proposal submittal by the A/E to the RFP dated October 24, 2023 (the “Proposal”) is attached hereto as Exhibit 2 and is incorporated herein as a material part of this Contract. All the provisions and requirements, including, but not limited to, the purpose and scope, of the RFP and the Proposal are incorporated herein by reference. Project Agreement Task orders shall be issued by the COUNTY to a provider of such services as services are needed and may include civil engineering and design, architectural design, site planning, construction phase services, inspection services, and associated surveying, environmental, geotechnical and architectural services or other matters set forth in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task order or particular project will be set forth in a Project Agreement executed by the COUNTY and the A/E.

3. The rights and duties of the COUNTY and A/E applicable to the COUNTY's projects under this Contract are set forth in the following Contract Documents: (i) this Contract including all Project Agreements executed under this Contract; (ii) the RFP and all of the terms of the County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being pages 7 to 27 of Exhibit 1 hereto; and (iii) the Proposal. In the event of any conflict between the terms of this Contract and any exhibit hereto, the following shall be the order of control is resolving such conflicts (i) controls over (ii) and (iii); and (ii) controls over (iii). Notwithstanding the foregoing, whenever possible the documents shall be read together.

4. One or more Project Agreements may be entered into with the A/E during the Contract Term. Although the potential exists for multiple projects during the Contract Term, the COUNTY does not represent or guarantee that the A/E will receive one or more Project Agreements during the Contract Term. The COUNTY has no obligation to enter into any Project Agreement(s) with the A/E.

5. The COUNTY specifically reserves the right to procure services that fall within the scope of this Contract from other sources. Without limiting the procurement procedures that may be followed by the COUNTY, the COUNTY may (i) issue RFP's for similar work and other projects as the need may occur; (ii) specifically reserves the right to enter into other term agreements for architectural and/or engineering services similar to this Contract; and (iii) specifically reserves the right to enter into Project Agreements with other A/E's under Term contracts based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, locations or distance to the project and other factors as may be pertinent to the particular project.

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

1. Recitals: The Recitals are incorporated herein by reference.

2. Scope of Services: The A/E agrees that he is willing and able during the Contract term to provide professional services on an "as needed" basis during the Contract term. The work may include, but is not limited to, investigations, studies, reports, small project designs, inspection services, and similar services as more specifically described in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task or particular project will be set forth in a project agreement issued to the A/E.

3. Project Agreements; Limitation: Individual projects will be negotiated at a lump sum amount or based on hourly rates as set forth in Exhibit 3, which is attached hereto and incorporated herein by reference. The hourly rates set forth in Exhibit 3 shall control for all Project Agreements during the Term. Project Agreements shall be entered into for each individual project, specifying additional contract terms applicable to the individual project, including but not limited to the following: (i) detailed scope of work for the project; (ii) pricing of the project; (iii) billing schedule for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the COUNTY's project manager for the project, to whom

invoices and other contacts regarding the specific project shall be directed. In accordance with the provisions of Virginia Code Section 2.2-4303.1, the sum of all projects performed in a one-year contract term shall not exceed \$10 million, and the fee for any single project shall not exceed \$2.5 million, except as otherwise provided by law.

4. Contract Term: This Contract shall be in effect from the date of signature by the COUNTY for a one (1) year period (the "Initial Term"). This Agreement shall automatically renew thereafter for three (3) additional one (1) year terms unless the COUNTY notifies the A/E prior to the end of the current term that it does not intend to renew this Contract. The Term of the Contract is the Initial Term and all renewals thereof.

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

A/E:
Architectural Partners, P.C.

COUNTY:
County of Fluvanna, a political subdivision of the Commonwealth of Virginia

By: _____ Date: _____ By: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM:

Fluvanna County Attorney



WAGE RATE SCHEDULE 2024

ARCHITECTURAL STAFF:

Principal, Registered Senior Architect	\$194.00
Registered Senior Architect	176.00
Registered Architect	132.00
Architectural Designer	120.00
Architectural Technician	72.00
Senior Administration	85.00
Assistant Administration	66.00

S/MEP ENGINEERING STAFF:

Senior Engineer (Principal)	\$170.00
Senior Engineer	160.00
Senior Project Engineer	150.00
Project Engineer	140.00
Senior Design Engineer	130.00
Design Engineer	120.00
Senior Designer	120.00
Assistant Engineer	110.00
CADD Technician / Designer	90.00
Field Technician/Draftsman	70.00
Computer Operator	70.00

CIVIL/ENVIRONMENTAL/SURVEY/GEOTECHNICAL ENGINEERING STAFF:

Principal Engineer or Surveyor	\$175.00
Professional Engineer, Level IV	170.00
Professional Engineer, Level III	160.00
Professional Engineer, Level II	150.00
Professional Engineer, Level I	140.00
CAD Designer, Level V	125.00
CAD Designer, Level IV	115.00
CAD Designer, Level III	105.00
CAD Designer, Level II	95.00

CAD Designer, Level I	85.00
CAD Technician	75.00
CAD Intern	65.00
Environmental Professional, Level II	140.00
Environmental Professional, Level I	130.00
Industrial Hygienist, Level III	140.00
Industrial Hygienist, Level II	100.00
Industrial Hygienist, Level I	80.00
Industrial Hygiene Technician	65.00
Environmental Scientist, Level IV	130.00
Environmental Scientist, Level III	110.00
Environmental Scientist, Level II	105.00
Environmental Scientist, Level I	95.00
Environmental Technician	85.00
Professional Surveyor, Level IV	145.00
Professional Surveyor, Level III	135.00
Professional Surveyor, Level II	125.00
Professional Surveyor, Level I	110.00
Survey Technician, Level III	95.00
Survey Technician, Level II	90.00
Survey Technician, Level I / Research Technician	85.00
Surveyor Intern	70.00
GIS Professional, Level II	105.00
GIS Professional, Level I	90.00
GPS Crew	120.00
2 Person Field Crew (P.C. \$80, Inst. \$65)	145.00
3 Person Field Crew (P.C. \$80, Inst. \$65, Rod \$60)	205.00
4 Person Field Crew (P.C. \$80, Inst. \$65, 2nd Rod @ \$60)	265.00
3D Scanning Field	165.00
3D Scanning Office	115.00
Professional Geologist/Project Engineer	105.00
Project Geologist	90.00
Technician/Inspector, Level IV	90.00
Technician/Inspector, Level III	85.00
Technician/Inspector, Level II	75.00
Technician/Inspector, Level I	60.00
Welding Inspector	115.00
Cultural Resources H&P Lab Tech 1	55.00
Cultural Resources Senior Lab Tech	70.00
Cultural Resources Director	100.00

Archaeology Field Tech	55.00
Archaeology Crew Chief	70.00
Architectural Historian (Senior)	70.00
Architectural Historian/Technician	55.00
Archaeologist	100.00

TRAVEL TIME:

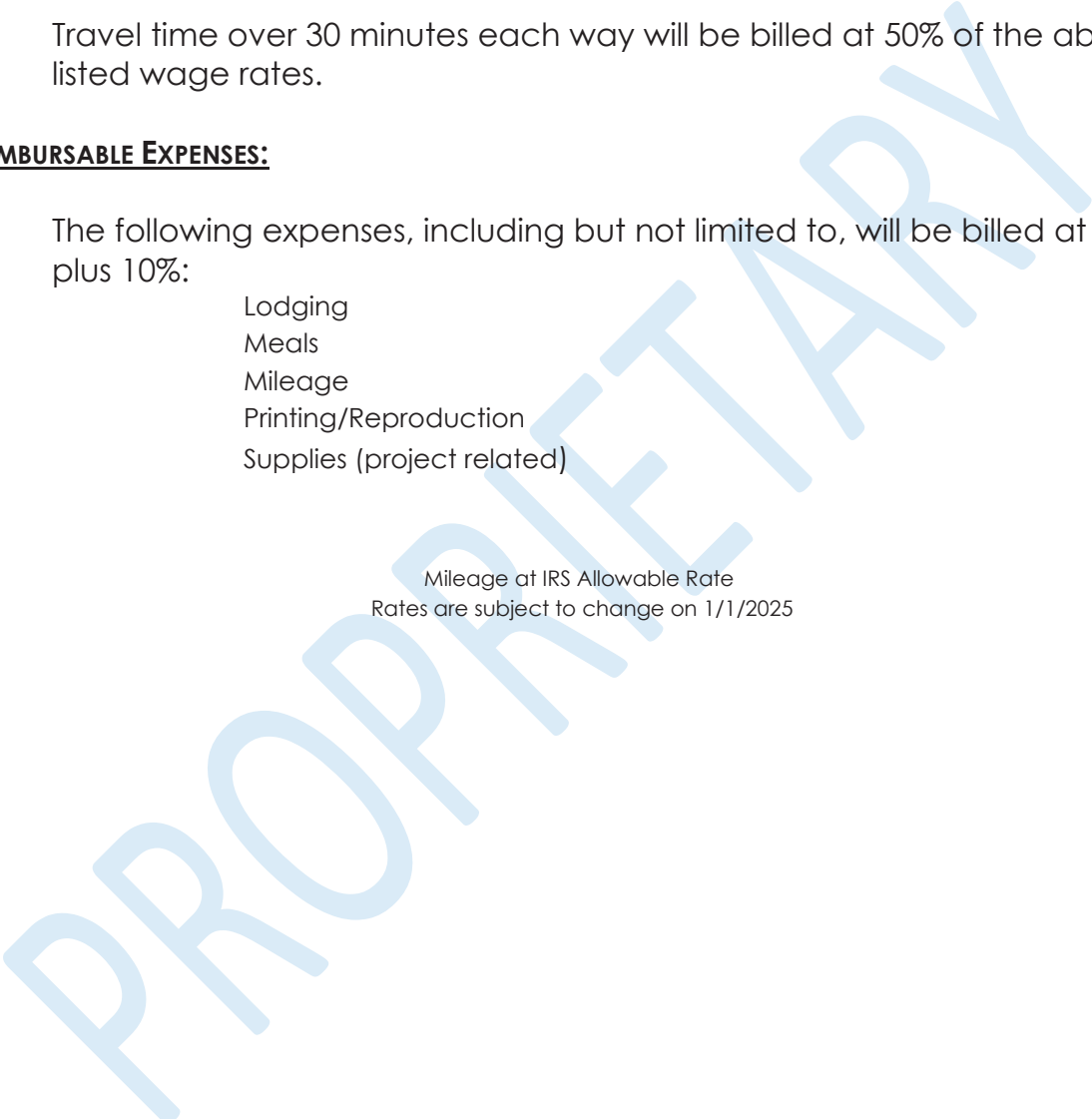
Travel time over 30 minutes each way will be billed at 50% of the above listed wage rates.

REIMBURSABLE EXPENSES:

The following expenses, including but not limited to, will be billed at cost plus 10%:

- Lodging
- Meals
- Mileage
- Printing/Reproduction
- Supplies (project related)

Mileage at IRS Allowable Rate
Rates are subject to change on 1/1/2025



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

TAB V

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	General Professional Engineering & Architectural Services Term Contract- Dewberry Engineers Inc.				
MOTION(s):	I move the Board of Supervisors approve the General Professional Engineering & Architectural Services Term Contract with Dewberry Engineers Inc., and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> ❖ An RFP was issued in October 2023 for Professional Engineering & Architectural Services as needed. Services may include civil engineering and design, management and review; architectural design, management and review; evaluation and design of water and sewer facilities (including rehabilitation options); design of improvements to wastewater pumping and water booster pump stations and well facilities (including water storage tanks); water and sewer system modeling; professional services associated with design and operation of solid waste facilities; regulatory issues and coordination with regulatory agencies; site plan engineering and surveying related to site grading, environmental engineering, storm water drainage, traffic impact analysis, road design, erosion and sediment control measures and storm water management facilities; geotechnical services; construction administration; grants administration, and inspection services associated with capital improvement projects; and other related similar services. ❖ We received a total of 5 proposals ❖ The committee chose 5 firms to meet with ❖ All 5 of those firms have been chosen to have term contracts with the county. ❖ Dewberry Engineers Inc. has worked well for staff on the Zion Crossroads project. ❖ Term contract will be used by County Staff on an as needed basis to provide County with professional engineering & architectural services. The firms selected provide a wide range of disciplines to sufficiently meet the County’s needs. ❖ As always, all project agreements will be approved by the board prior to any work being done. ❖ The initial contract term will be for one year with up to three (3) one-year renewal options 				
FISCAL IMPACT:	❖ Costs will be based on the attached rates sheet as well as # of hours expected to complete task order.				
POLICY IMPACT:	N/A				

LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	❖ General Professional Engineering & Architectural Services Term Contract- Dewberry Engineers Inc. ❖ 2024 Rate Sheet				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

**TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER
FOR PROFESSIONAL SERVICES**

This Term Contract Between COUNTY and Architect/Engineer for Professional Services (the “Contract”) dated this ____ day of _____, 2024 is between the **COUNTY OF FLUVANNA** (the “COUNTY”), a political subdivision of the Commonwealth of Virginia and **Dewberry Engineers Inc.** (“A/E”), a New York corporation authorized to transact business in Virginia, and is binding among and between these parties as of the date of the COUNTY’s signature.

RECITALS:

1. The legal address for the COUNTY and for the A/E and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

COUNTY:

ATTN: County Administrator
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1910
Facsimile: (434) 591-1911

A/E:

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

2. On October 24, 2023, the COUNTY issued Request for Proposals #2019-01 (the “RFP”) for general professional architectural & engineering services on an as-needed task order approach as more specifically set out in such RFP attached hereto as Exhibit 1, which is incorporated herein as a material part of this Contract. The original proposal submittal by the A/E to the RFP dated October 24, 2023 (the “Proposal”) is attached hereto as Exhibit 2 and is incorporated herein as a material part of this Contract. All the provisions and requirements, including, but not limited to, the purpose and scope, of the RFP and the Proposal are incorporated herein by reference. Project Agreement Task orders shall be issued by the COUNTY to a provider of such services as services are needed and may include civil engineering and design, architectural design, site planning, construction phase services, inspection services, and associated surveying, environmental, geotechnical and architectural services or other matters set forth in the RFP. The purposes, functions, criteria and general requirements for the scope of

work on the task order or particular project will be set forth in a Project Agreement executed by the COUNTY and the A/E.

3. The rights and duties of the COUNTY and A/E applicable to the COUNTY's projects under this Contract are set forth in the following Contract Documents: (i) this Contract including all Project Agreements executed under this Contract; (ii) the RFP and all of the terms of the County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being pages 7 to 27 of Exhibit 1 hereto; and (iii) the Proposal. In the event of any conflict between the terms of this Contract and any exhibit hereto, the following shall be the order of control is resolving such conflicts (i) controls over (ii) and (iii); and (ii) controls over (iii). Notwithstanding the foregoing, whenever possible the documents shall be read together.

4. One or more Project Agreements may be entered into with the A/E during the Contract Term. Although the potential exists for multiple projects during the Contract Term, the COUNTY does not represent or guarantee that the A/E will receive one or more Project Agreements during the Contract Term. The COUNTY has no obligation to enter into any Project Agreement(s) with the A/E.

5. The COUNTY specifically reserves the right to procure services that fall within the scope of this Contract from other sources. Without limiting the procurement procedures that may be followed by the COUNTY, the COUNTY may (i) issue RFP's for similar work and other projects as the need may occur; (ii) specifically reserves the right to enter into other term agreements for architectural and/or engineering services similar to this Contract; and (iii) specifically reserves the right to enter into Project Agreements with other A/E's under Term contracts based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, locations or distance to the project and other factors as may be pertinent to the particular project.

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

1. Recitals: The Recitals are incorporated herein by reference.
2. Scope of Services: The A/E agrees that he is willing and able during the Contract term to provide professional services on an "as needed" basis during the Contract term. The work may include, but is not limited to, investigations, studies, reports, small project designs, inspection services, and similar services as more specifically described in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task or particular project will be set forth in a project agreement issued to the A/E.
3. Project Agreements; Limitation: Individual projects will be negotiated at a lump sum amount or based on hourly rates as set forth in Exhibit 3, which is attached hereto and incorporated herein by reference. The hourly rates set forth in Exhibit 3 shall control for all Project Agreements during the Term. Project Agreements shall be entered into for each individual project, specifying additional contract terms applicable to the individual project, including but not limited to the following: (i) detailed scope of work for the project; (ii) pricing of the project; (iii) billing schedule

for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the COUNTY’s project manager for the project, to whom invoices and other contacts regarding the specific project shall be directed. In accordance with the provisions of Virginia Code Section 2.2-4303.1, the sum of all projects performed in a one-year contract term shall not exceed \$10 million, and the fee for any single project shall not exceed \$2.5 million, except as otherwise provided by law.

4. Contract Term: This Contract shall be in effect from the date of signature by the COUNTY for a one (1) year period (the “Initial Term”). This Agreement shall automatically renew thereafter for three (3) additional one (1) year terms unless the COUNTY notifies the A/E prior to the end of the current term that it does not intend to renew this Contract. The Term of the Contract is the Initial Term and all renewals thereof.

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

A/E:
Dewberry Engineers Inc.

COUNTY:
County of Fluvanna, a political subdivision of the Commonwealth of Virginia

By: _____ Date: _____ By: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM:

Fluvanna County Attorney

COUNTY OF FLUVANNA, VIRGINIA
GENERAL PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
DEWBERRY ENGINEERS INC.
SCHEDULE OF HOURLY RATES
January 8, 2024

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal/Technical Director.....	\$290.00
Engineer or Architect VIII.....	\$265.00
Engineer or Architect VII.....	\$240.00
Engineer or Architect VI.....	\$220.00
Engineer or Architect V.....	\$190.00
Engineer or Architect IV.....	\$170.00
Engineer or Architect III.....	\$155.00
Engineer or Architect II.....	\$130.00
Engineer or Architect I.....	\$115.00
Designer III.....	\$155.00
Designer II.....	\$135.00
Designer I.....	\$110.00
CADD Technician III.....	\$120.00
CADD Technician II.....	\$100.00
CADD Technician I.....	\$80.00
Construction Inspector III.....	\$140.00
Construction Inspector II.....	\$120.00
Construction Inspector I.....	\$100.00
Environmental/Other Professional VII.....	\$220.00
Environmental/Other Professional VI.....	\$200.00
Environmental/Other Professional V.....	\$185.00
Environmental/Other Professional IV.....	\$170.00
Environmental/Other Professional III.....	\$145.00
Environmental/Other Professional II.....	\$125.00
Environmental/Other Professional I.....	\$105.00
Surveyor VII.....	\$160.00
Surveyor VI.....	\$140.00
Surveyor V.....	\$115.00
Surveyor IV.....	\$100.00
Surveyor III.....	\$90.00
Surveyor II.....	\$80.00
Surveyor I.....	\$70.00
2 Person Survey Field Crew.....	\$175.00
1 Person Survey Field Crew.....	\$145.00
Subconsultants.....	Cost + 10%
Reimbursables (prints, delivery services, etc.).....	At Cost

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

TAB W

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	General Professional Engineering & Architectural Services Term Contract- Hurt & Proffitt, Inc.				
MOTION(s):	I move the Board of Supervisors approve the General Professional Engineering & Architectural Services Term Contract with Hurt & Proffitt, Inc. and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> ❖ An RFP was issued in October 2023 for Professional Engineering & Architectural Services as needed. Services may include civil engineering and design, management and review; architectural design, management and review; evaluation and design of water and sewer facilities (including rehabilitation options); design of improvements to wastewater pumping and water booster pump stations and well facilities (including water storage tanks); water and sewer system modeling; professional services associated with design and operation of solid waste facilities; regulatory issues and coordination with regulatory agencies; site plan engineering and surveying related to site grading, environmental engineering, storm water drainage, traffic impact analysis, road design, erosion and sediment control measures and storm water management facilities; geotechnical services; construction administration; grants administration, and inspection services associated with capital improvement projects; and other related similar services. ❖ We received a total of 5 proposals ❖ The committee chose 5 firms to meet with ❖ All 5 of those firms have been chosen to have term contracts with the county. ❖ Hurt & Proffitt, Inc. has worked well for staff on maintaining the GIS system. ❖ Term contract will be used by County Staff on an as needed basis to provide County with professional engineering & architectural services. The firms selected provide a wide range of disciplines to sufficiently meet the County’s needs. ❖ As always, all project agreements will be approved by the board prior to any work being done. ❖ The initial contract term will be for one year with up to three (3) one-year renewal options 				
FISCAL IMPACT:	❖ Costs will be based on the attached rates sheet as well as # of hours expected to complete task order.				
POLICY IMPACT:	N/A				

LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	❖ General Professional Engineering & Architectural Services Term Contract- Hurt & Proffitt, Inc. ❖ 2024 Rate Sheet				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

**TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER
FOR PROFESSIONAL SERVICES**

This Term Contract Between COUNTY and Architect/Engineer for Professional Services (the “Contract”) dated this ____ day of _____, 2024 is between the **COUNTY OF FLUVANNA** (the “COUNTY”), a political subdivision of the Commonwealth of Virginia and **Hurt & Proffitt, Inc.** (“A/E”), a Virginia corporation, and is binding among and between these parties as of the date of the COUNTY’s signature.

RECITALS:

1. The legal address for the COUNTY and for the A/E and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

COUNTY:

ATTN: County Administrator
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1910
Facsimile: (434) 591-1911

A/E:

Hurt & Proffitt, Inc.
ATTN: _____
2524 Langhorne Rd
Lynchburg, VA, 24501
Telephone: _____
Facsimile: _____

2. On October 24, 2023, the COUNTY issued Request for Proposals #2019-01 (the “RFP”) for general professional architectural & engineering services on an as-needed task order approach as more specifically set out in such RFP attached hereto as Exhibit 1, which is incorporated herein as a material part of this Contract. The original submittal by the A/E to the RFP dated October 23, 2023 (the “Proposal”) is attached hereto as Exhibit 2 and is incorporated herein as a material part of this Contract. All the provisions and requirements, including, but not limited to, the purpose and scope, of the RFP and the Proposal are incorporated herein by reference. Project Agreement Task orders shall be issued by the COUNTY to a provider of such services as services are needed and may include civil engineering and design, architectural design, site planning, construction phase services, inspection services, and associated surveying, environmental, geotechnical and architectural services or other matters set forth in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task order or particular project will be set forth in a Project Agreement executed by the COUNTY and the A/E.

3. The rights and duties of the COUNTY and A/E applicable to the COUNTY's projects under this Contract are set forth in the following Contract Documents: (i) this Contract including all Project Agreements executed under this Contract; (ii) the RFP and all of the terms of the County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors; and (iii) the Proposal. In the event of any conflict between the terms of this Contract and any exhibit hereto, the following shall be the order of control in resolving such conflicts (i) controls over (ii) and (iii); and (ii) controls over (iii). Whenever possible the documents shall be read together. The final page of the Proposal is rejected. Notwithstanding the foregoing, Section 61 of the County's General Terms, Conditions and Instructions to Bidders and Contractor is specifically modified as follows: "the highest degree of skill and competence" is replaced with "at minimum the industry standard level of skill and competence".

4. One or more Project Agreements may be entered into with the A/E during the Contract Term. Although the potential exists for multiple projects during the Contract Term, the COUNTY does not represent or guarantee that the A/E will receive one or more Project Agreements during the Contract Term. The COUNTY has no obligation to enter into any Project Agreement(s) with the A/E.

5. The COUNTY specifically reserves the right to procure services that fall within the scope of this Contract from other sources. Without limiting the procurement procedures that may be followed by the COUNTY, the COUNTY may (i) issue RFP's for similar work and other projects as the need may occur; (ii) specifically reserves the right to enter into other term agreements for architectural and/or engineering services similar to this Contract; and (iii) specifically reserves the right to enter into Project Agreements with other A/E's under Term contracts based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, locations or distance to the project and other factors as may be pertinent to the particular project.

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

1. Recitals: The Recitals are incorporated herein by reference.

2. Scope of Services: The A/E agrees that he is willing and able during the Contract term to provide professional services on an "as needed" basis during the Contract term. The work may include, but is not limited to, investigations, studies, reports, small project designs, inspection services, and similar services as more specifically described in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task or particular project will be set forth in a project agreement issued to the A/E.

3. Project Agreements; Limitation: Individual projects will be negotiated at a lump sum amount or based on hourly rates as set forth in Exhibit 3, which is attached hereto and incorporated herein by reference. The hourly rates set forth in Exhibit 3 shall control for all Project Agreements during the Term. Project Agreements shall be entered into for each individual project, specifying additional contract terms applicable to the individual project, including but not limited to the

following: (i) detailed scope of work for the project; (ii) pricing of the project; (iii) billing schedule for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the COUNTY’s project manager for the project, to whom invoices and other contacts regarding the specific project shall be directed. In accordance with the provisions of Virginia Code Section 2.2-4303.1, the sum of all projects performed in a one-year contract term shall not exceed \$10 million, and the fee for any single project shall not exceed \$2.5 million, except as otherwise provided by law.

4. Contract Term: This Contract shall be in effect from the date of signature by the COUNTY for a one (1) year period (the “Initial Term”). This Agreement shall automatically renew thereafter for three (3) additional one (1) year terms unless the COUNTY notifies the A/E prior to the end of the current term that it does not intend to renew this Contract. The Term of the Contract is the Initial Term and all renewals thereof.

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

A/E:
Hurt & Proffitt, Inc.

COUNTY:
County of Fluvanna, a political subdivision of the Commonwealth of Virginia

By: _____ Date: _____ By: _____ Date: _____
Name: _____ Name: _____
Title: _____ Title: _____

APPROVED AS TO FORM:

Fluvanna County Attorney

Standard Hourly Rates
Lynchburg / Blacksburg / Roanoke / Wytheville Offices
2024 Fee Schedule
 *Effective January 1, 2024



HURT & PROFFITT

Position	Hourly Rates (\$)
Principal Engineer or Surveyor	175.00
Engineering	
Professional Engineer, Level IV	170.00
Professional Engineer, Level III	160.00
Professional Engineer, Level II	150.00
Professional Engineer, Level I	140.00
CAD Designer, Level V	125.00
CAD Designer, Level IV	115.00
CAD Designer, Level III	105.00
CAD Designer, Level II	95.00
CAD Designer, Level I	85.00
CAD Technician	75.00
CAD Intern	65.00
Environmental	
Environmental Professional, Level II	140.00
Environmental Professional, Level I	130.00
Industrial Hygienist, Level III	140.00
Industrial Hygienist, Level II	100.00
Industrial Hygienist, Level I	80.00
Industrial Hygiene Technician	65.00
Environmental Scientist, Level IV	130.00
Environmental Scientist, Level III	110.00
Environmental Scientist, Level II	105.00
Environmental Scientist, Level I	95.00
Environmental Technician	85.00
Surveying	
Professional Surveyor, Level IV	145.00
Professional Surveyor, Level III	135.00
Professional Surveyor, Level II	125.00
Professional Surveyor, Level I	110.00
Survey Technician, Level III	95.00
Survey Technician, Level II	90.00
Survey Technician, Level I / Research Technician	85.00
Surveyor Intern	70.00
GIS Professional, Level II	105.00
GIS Professional, Level I	90.00
GPS Crew	120.00
2 Person Field Crew (P.C. \$80, Inst. \$65)	145.00
3 Person Field Crew (P.C. \$80, Inst. \$65, Rod \$60)	205.00
4 Person Field Crew (P.C. \$80, Inst. \$65, 2 nd Rod @ \$60)	265.00
3D Scanning Field	165.00
3D Scanning Office	115.00
Geotechnical / Materials Testing	
Professional Geologist/Project Engineer	105.00
Project Geologist	90.00
Technician/Inspector, Level IV	95.00
Technician/Inspector, Level III	85.00
Technician/Inspector, Level II	75.00
Technician/Inspector, Level I	60.00
Welding Inspector	115.00



2024 Standard Hourly Rates – cont'd

Cultural Resources

Cultural Resources H&P Lab Tech 1	55.00
Cultural Resources Senior Lab Tech	70.00
Cultural Resources Director	100.00
Archaeology Field Tech	55.00
Archaeology Crew Chief	70.00
Architectural Historian (Senior)	70.00
Architectural Historian/Technician	55.00
Archaeologist	100.00

Administrative

Project Administrator	60.00
Administrative Assistant	50.00
Grant Writer	85.00

CCTV Inspections

Local (50-mile radius of Lynchburg office)	
Sewer Lines & Laterals (up to 400 LF)	\$1,500 Minimum
Sewer Lines & Laterals (over 400 LF)	\$3.75 per Linear Foot
Out of Town (over 50 miles from Lynchburg office)	
Sewer Lines & Laterals	Per Quote
CCTV Crew Rate	190.00
Manhole Inspection (Level 1) each	180.00

Reimbursable Expenses

Mileage	IRS Allowed Rate
Other Expenses	Cost Plus 10%

*Confidential – Not to be released or duplicated without written permission of Hurt & Proffitt, Inc.

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

TAB XYZ

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	General Professional Engineering & Architectural Services Term Contract-Rummel, Klepper & Kahl, LLP				
MOTION(s):	I move the Board of Supervisors approve the General Professional Engineering & Architectural Services Term Contract with Rummel, Klepper & Kahl, LLP and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> ❖ An RFP was issued in October 2023 for Professional Engineering & Architectural Services as needed. Services may include civil engineering and design, management and review; architectural design, management and review; evaluation and design of water and sewer facilities (including rehabilitation options); design of improvements to wastewater pumping and water booster pump stations and well facilities (including water storage tanks); water and sewer system modeling; professional services associated with design and operation of solid waste facilities; regulatory issues and coordination with regulatory agencies; site plan engineering and surveying related to site grading, environmental engineering, storm water drainage, traffic impact analysis, road design, erosion and sediment control measures and storm water management facilities; geotechnical services; construction administration; grants administration, and inspection services associated with capital improvement projects; and other related similar services. ❖ We received a total of 5 proposals ❖ The committee chose 5 firms to meet with ❖ All 5 of those firms have been chosen to have term contracts with the county. ❖ Rummel, Klepper & Kahl, LLP has worked well for staff on completing the Colombia wastewater PER and the Zions Crossroads Water/Wastewater evaluation. ❖ Term contract will be used by County Staff on an as needed basis to provide County with professional engineering & architectural services. The firms selected provide a wide range of disciplines to sufficiently meet the County’s needs. ❖ As always, all project agreements will be approved by the board prior to any work being done. ❖ The initial contract term will be for one year with up to three (3) one-year renewal options 				

FISCAL IMPACT:	❖ Costs will be based on the attached rates sheet as well as # of hours expected to complete task order.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	❖ General Professional Engineering & Architectural Services Term Contract- Rummel, Klepper & Kahl, LLP				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

**TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER
FOR PROFESSIONAL SERVICES**

This Term Contract Between COUNTY and Architect/Engineer for Professional Services (the “Contract”) dated this ____ day of _____, 2024 is between the **COUNTY OF FLUVANNA** (the “COUNTY”), a political subdivision of the Commonwealth of Virginia and **Rummel, Klepper & Kahl, LLP** (“A/E”), a Maryland limited liability partnership, and is binding among and between these parties as of the date of the COUNTY’s signature.

RECITALS:

1. The legal address for the COUNTY and for the A/E and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

COUNTY:

ATTN: County Administrator
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1910
Facsimile: (434) 591-1911

A/E:

Rummel, Klepper & Kahl, LLP
ATTN: Miriam Kronisch
2100 East Cary Street, Suite 309
Richmond, VA 23223
Telephone: (703) 259-3721; and (800) 540-4755
Facsimile: (804) 782-2141

2. On October 24, 2023, the COUNTY issued Request for Proposals #2019-01 (the “RFP”) for general professional architectural & engineering services on an as-needed task order approach as more specifically set out in such RFP attached hereto as Exhibit 1, which is incorporated herein as a material part of this Contract. The original submittal by the A/E to the RFP dated October 23, 2023 (the “Proposal”) is attached hereto as Exhibit 2 and is incorporated herein as a material part of this Contract. All the provisions and requirements, including, but not limited to, the purpose and scope, of the RFP and the Proposal are incorporated herein by reference. Project Agreement Task orders shall be issued by the COUNTY to a provider of such services as services are needed and may include civil engineering and design, architectural design, site planning, construction phase services, inspection services, and associated surveying, environmental, geotechnical and architectural services or other matters set forth in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task order or particular project will be set forth in a Project Agreement executed by the COUNTY and the A/E.

3. The rights and duties of the COUNTY and A/E applicable to the COUNTY's projects under this Contract are set forth in the following Contract Documents: (i) this Contract including all Project Agreements executed under this Contract; (ii) the RFP and all of the terms of the County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors; and (iii) the Proposal. In the event of any conflict between the terms of this Contract and any exhibit hereto, the following shall be the order of control in resolving such conflicts (i) controls over (ii) and (iii); and (ii) controls over (iii). Whenever possible the documents shall be read together. The final page of the Proposal is rejected. Notwithstanding the foregoing, Section 61 of the County's General Terms, Conditions and Instructions to Bidders and Contractor is specifically modified as follows: "the highest degree of skill and competence" is replaced with "at minimum the industry standard level of skill and competence".

4. One or more Project Agreements may be entered into with the A/E during the Contract Term. Although the potential exists for multiple projects during the Contract Term, the COUNTY does not represent or guarantee that the A/E will receive one or more Project Agreements during the Contract Term. The COUNTY has no obligation to enter into any Project Agreement(s) with the A/E.

5. The COUNTY specifically reserves the right to procure services that fall within the scope of this Contract from other sources. Without limiting the procurement procedures that may be followed by the COUNTY, the COUNTY may (i) issue RFP's for similar work and other projects as the need may occur; (ii) specifically reserves the right to enter into other term agreements for architectural and/or engineering services similar to this Contract; and (iii) specifically reserves the right to enter into Project Agreements with other A/E's under Term contracts based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, locations or distance to the project and other factors as may be pertinent to the particular project.

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

1. Recitals: The Recitals are incorporated herein by reference.

2. Scope of Services: The A/E agrees that he is willing and able during the Contract term to provide professional services on an "as needed" basis during the Contract term. The work may include, but is not limited to, investigations, studies, reports, small project designs, inspection services, and similar services as more specifically described in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task or particular project will be set forth in a project agreement issued to the A/E.

3. Project Agreements; Limitation: Individual projects will be negotiated at a lump sum amount or based on hourly rates as set forth in Exhibit 3, which is attached hereto and incorporated herein by reference. The hourly rates set forth in Exhibit 3 shall control for all Project Agreements during the Term. Project Agreements shall be entered into for each individual project, specifying additional contract terms applicable to the individual project, including but not limited to the

following: (i) detailed scope of work for the project; (ii) pricing of the project; (iii) billing schedule for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the COUNTY’s project manager for the project, to whom invoices and other contacts regarding the specific project shall be directed. In accordance with the provisions of Virginia Code Section 2.2-4303.1, the sum of all projects performed in a one-year contract term shall not exceed \$10 million, and the fee for any single project shall not exceed \$2.5 million, except as otherwise provided by law.

4. Contract Term: This Contract shall be in effect from the date of signature by the COUNTY for a one (1) year period (the “Initial Term”). This Agreement shall automatically renew thereafter for three (3) additional one (1) year terms unless the COUNTY notifies the A/E prior to the end of the current term that it does not intend to renew this Contract. The Term of the Contract is the Initial Term and all renewals thereof.

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

A/E:
Rummel, Klepper & Kahl, LLP

COUNTY:
County of Fluvanna, a political subdivision of the Commonwealth of Virginia

By: _____ Date: _____ By: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM:

Fluvanna County Attorney

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

TAB A

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	General Professional Engineering & Architectural Services Term Contract- TRC Engineers Inc.				
MOTION(s):	I move the Board of Supervisors approve the General Professional Engineering & Architectural Services Term Contract with TRC Engineers Inc. and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> ❖ An RFP was issued in October 2023 for Professional Engineering & Architectural Services as needed. Services may include civil engineering and design, management and review; architectural design, management and review; evaluation and design of water and sewer facilities (including rehabilitation options); design of improvements to wastewater pumping and water booster pump stations and well facilities (including water storage tanks); water and sewer system modeling; professional services associated with design and operation of solid waste facilities; regulatory issues and coordination with regulatory agencies; site plan engineering and surveying related to site grading, environmental engineering, storm water drainage, traffic impact analysis, road design, erosion and sediment control measures and storm water management facilities; geotechnical services; construction administration; grants administration, and inspection services associated with capital improvement projects; and other related similar services. ❖ We received a total of 5 proposals ❖ The committee chose 5 firms to meet with ❖ All 5 of those firms have been chosen to have term contracts with the county. ❖ TRC Engineers Inc. has worked well for staff on the landfill post-closure monitoring. ❖ Term contract will be used by County Staff on an as needed basis to provide County with professional engineering & architectural services. The firms selected provide a wide range of disciplines to sufficiently meet the County’s needs. ❖ As always, all project agreements will be approved by the board prior to any work being done. ❖ The initial contract term will be for one year with up to three (3) one-year renewal options 				
FISCAL IMPACT:	❖ Costs will be based on the attached rates sheet as well as # of hours expected to complete task order.				
POLICY IMPACT:	N/A				

LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	❖ General Professional Engineering & Architectural Services Term Contract- TRC Engineers Inc. ❖ 2024 Rate Sheet				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

**TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER
FOR PROFESSIONAL SERVICES**

This Term Contract Between COUNTY and Architect/Engineer for Professional Services (the “Contract”) dated this ____ day of _____, 2024 is between the **COUNTY OF FLUVANNA** (the “COUNTY”), a political subdivision of the Commonwealth of Virginia and **TRC Engineers Inc.** (“A/E”), a New Jersey corporation authorized to transact business in Virginia, and is binding among and between these parties as of the date of the COUNTY’s signature.

RECITALS:

1. The legal address for the COUNTY and for the A/E and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

COUNTY:

ATTN: County Administrator
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1910
Facsimile: (434) 591-1911

A/E:

TRC Engineers Inc.
ATTN: _____
1430 Broadway Fl 10
New York, NY 10018
Telephone: _____
Facsimile: _____

2. On October 24, 2023, the COUNTY issued Request for Proposals #2019-01 (the “RFP”) for general professional architectural & engineering services on an as-needed task order approach as more specifically set out in such RFP attached hereto as Exhibit 1, which is incorporated herein as a material part of this Contract. The original proposal submittal by the A/E to the RFP dated October 24, 2023 (the “Proposal”) is attached hereto as Exhibit 2 and is incorporated herein as a material part of this Contract. All the provisions and requirements, including, but not limited to, the purpose and scope, of the RFP and the Proposal are incorporated herein by reference. Project Agreement Task orders shall be issued by the COUNTY to a provider of such services as services are needed and may include civil engineering and design, architectural design, site planning, construction phase services, inspection services, and associated surveying, environmental, geotechnical and architectural services or other matters set forth in the RFP. The purposes, functions, criteria and general requirements for the scope of

work on the task order or particular project will be set forth in a Project Agreement executed by the COUNTY and the A/E.

3. The rights and duties of the COUNTY and A/E applicable to the COUNTY's projects under this Contract are set forth in the following Contract Documents: (i) this Contract including all Project Agreements executed under this Contract; (ii) the RFP and all of the terms of the County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being pages 7 to 27 of Exhibit 1 hereto; and (iii) the Proposal. In the event of any conflict between the terms of this Contract and any exhibit hereto, the following shall be the order of control in resolving such conflicts (i) controls over (ii) and (iii); and (ii) controls over (iii). Notwithstanding the foregoing, whenever possible the documents shall be read together.

4. One or more Project Agreements may be entered into with the A/E during the Contract Term. Although the potential exists for multiple projects during the Contract Term, the COUNTY does not represent or guarantee that the A/E will receive one or more Project Agreements during the Contract Term. The COUNTY has no obligation to enter into any Project Agreement(s) with the A/E.

5. The COUNTY specifically reserves the right to procure services that fall within the scope of this Contract from other sources. Without limiting the procurement procedures that may be followed by the COUNTY, the COUNTY may (i) issue RFP's for similar work and other projects as the need may occur; (ii) specifically reserves the right to enter into other term agreements for architectural and/or engineering services similar to this Contract; and (iii) specifically reserves the right to enter into Project Agreements with other A/E's under Term contracts based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, locations or distance to the project and other factors as may be pertinent to the particular project.

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

1. Recitals: The Recitals are incorporated herein by reference.
2. Scope of Services: The A/E agrees that he is willing and able during the Contract term to provide professional services on an "as needed" basis during the Contract term. The work may include, but is not limited to, investigations, studies, reports, small project designs, inspection services, and similar services as more specifically described in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task or particular project will be set forth in a project agreement issued to the A/E.
3. Project Agreements; Limitation: Individual projects will be negotiated at a lump sum amount or based on hourly rates as set forth in Exhibit 3, which is attached hereto and incorporated herein by reference. The hourly rates set forth in Exhibit 3 shall control for all Project Agreements during the Term. Project Agreements shall be entered into for each individual project, specifying additional contract terms applicable to the individual project, including but not limited to the following: (i) detailed scope of work for the project; (ii) pricing of the project; (iii) billing schedule

for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the COUNTY’s project manager for the project, to whom invoices and other contacts regarding the specific project shall be directed. In accordance with the provisions of Virginia Code Section 2.2-4303.1, the sum of all projects performed in a one-year contract term shall not exceed \$10 million, and the fee for any single project shall not exceed \$2.5 million, except as otherwise provided by law.

4. Contract Term: This Contract shall be in effect from the date of signature by the COUNTY for a one (1) year period (the “Initial Term”). This Agreement shall automatically renew thereafter for three (3) additional one (1) year terms unless the COUNTY notifies the A/E prior to the end of the current term that it does not intend to renew this Contract. The Term of the Contract is the Initial Term and all renewals thereof.

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

A/E:
TRC Engineers Inc.

COUNTY:
County of Fluvanna, a political subdivision of the Commonwealth of Virginia

By: _____ Date: _____ By: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM:

Fluvanna County Attorney

TRC Environmental 2024 Rate Schedule

CODE	TRC LABOR CLASSIFICATION/CATEGORY	HOURLY LABOR RATE
	Principal/Technical Director	
EV28	Level IV	\$363
EV27	Level III	316
EV26	Level II	283
EV25	Level I	262
	Program Manager/Senior Technical Manager	
EV24	Level IV	\$254
EV23	Level III	235
EV22	Level II	229
EV21	Level I	219
	Project/Technical Manager	
EV20	Level IV	\$211
EV19	Level III	201
EV18	Level II	193
EV17	Level I	187
	Senior Scientist/Engineer/Specialist	
EV16	Level IV	\$178
EV15	Level III	169
EV14	Level II	162
EV13	Level I	155
	Project Scientist/Engineer/Specialist	
EV12	Level IV	\$147
EV11	Level III	139
EV10	Level II	133
EV09	Level I	123
	Scientist/Engineer/Specialist, Technicians, and Project Support	
EV08	Level VIII	\$117
EV07	Level VII	110
EV06	Level VI	101
EV05	Level V	94
EV04	Level IV	85
EV03	Level III	78
EV02	Level II	71
EV01	Level I	57

⁽¹⁾ A 15% Mark-up will be added to non-labor costs and expenses/ODCs.

⁽²⁾ A 6% Communication Fee will be applied to labor charges in lieu of separate reimbursement for photocopying, report production, faxing, computer usage, software usage, telephone charges, and postage costs. Digital productivity solutions/applications include mobile and desktop applications designed to increase efficiency in data collection and representation, excluding custom development as required on a per project basis.

⁽³⁾ Overtime rates will apply to non-exempt (hourly) staff in conformance with applicable law.

⁽⁴⁾ All TRC rates are subject to an annual calendar year escalation.

⁽⁵⁾ All invoicing will apply TRC billing rates in conformance with the rate schedule in effect at the time of the services.

⁽⁶⁾ A 2% fee will be applied to the invoice amount to cover Professional Liability and Related Insurance costs.

⁽⁷⁾ For Litigation or Litigation Support Services, please request a copy of our Standard Rates for Litigation Services.

TRC IF Mid-Atlantic FY2024 Rate Table

Description	Rate \$/hour
Admin Support	100
CAD Designer I	95
CAD Designer II	105
CAD Designer III	130
CAD Designer IV	140
CAD Designer V	150
CAD Manager	160
Community Resource Specialist	160
Construction Services - Manager	95
Construction Services - Manager II	110
Construction Services - Manager III	130
Division Manager	250
Engineer	110
Engineer I	125
Engineer II	130
Engineer III	140
Engineer IV	160
Engineer V	170
Engineer VI	180
Engineer - Project I	140
Engineer - Project II	160
Engineer - Project III	180
Engineer - Project IV	200
Engineer - Project V	210
Engineer - Project VI	225
Engineer - Project VII	245
Engineer - Project VIII	265
GIS Administrator	130
Intern	60

Description	Rate \$/hour
Project Manager I	160
Project Manager II	185
Project Manager III	205
Project Manager IV	240
Project Manager V	250
Project Manager VI	265
Technician - Project Senior	95
Technician - Project	85
Regional Growth Leader	250
Survey Crew Leader	100
Survey Crew Member	65
Construction Services - Manager Senior	145
GIS Administrator - Senior	140
Surveyor - Project I	105
Surveyor - Project II	120
Surveyor - Project III	140
SUE 2 Person Crew	165
Survey Crew	165
SUE Analyst I	65
SUE Analyst II	100
SUE Coordinator	125
SUE Vacuum Truck Crew	320
Survey Technician II	100
Team Leader I	195
Team Leader II	210
Team Leader III	240
Team Leader IV	265
Team Leader SUE	140
Unmanned Aviation Systems Coordinator	150
UAS Technician II	100
Project/Technical Manager 1	190
Vice President	275
Vice President II	295

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

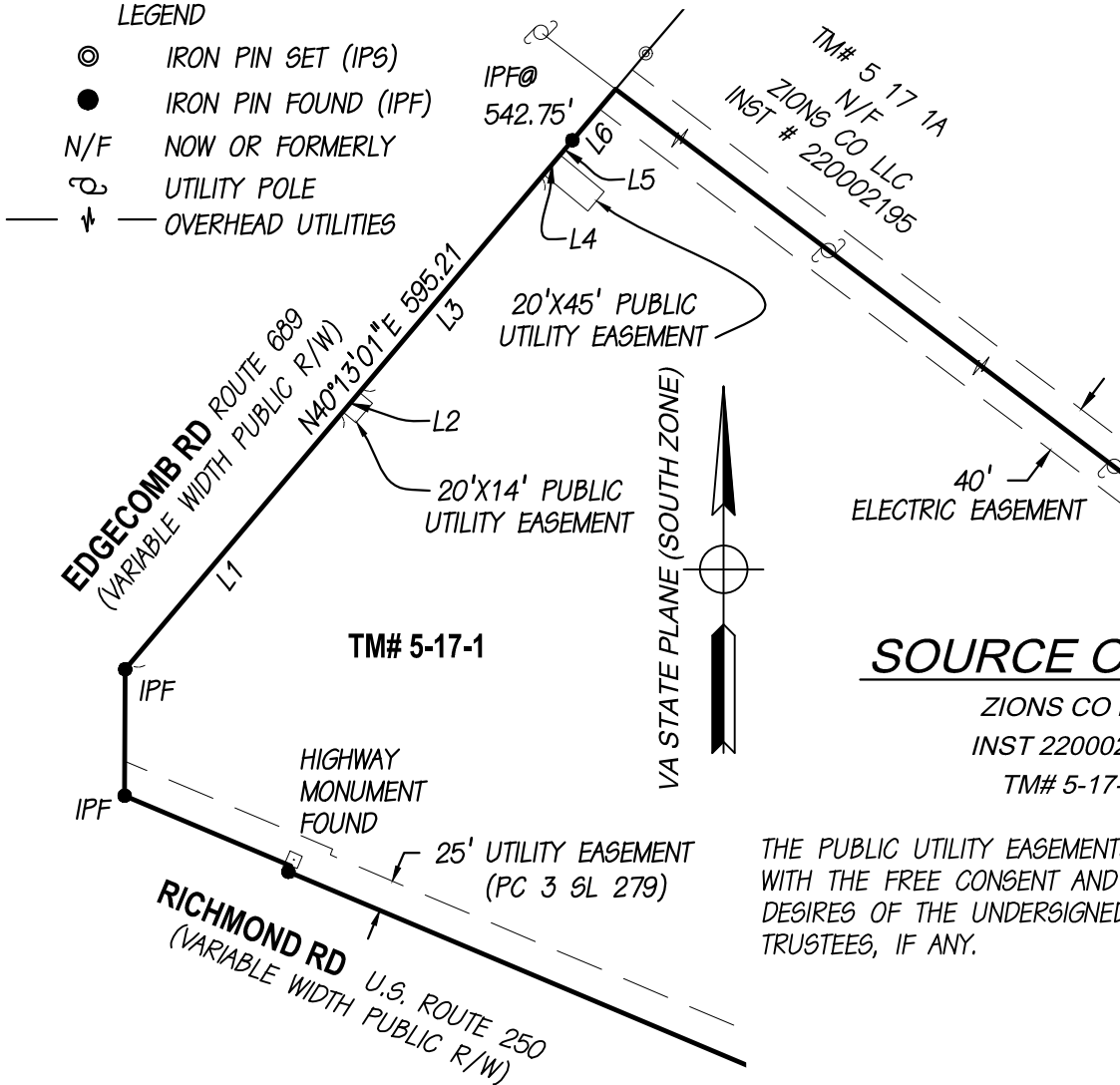
TAB B

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	Accept Dedication of Utility Easements from ZionsCo, LLC.				
MOTION(s):	I move that the Board of Supervisors accept the dedication of utility easements from ZionsCo, LLC.				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Motion to approve the dedication of utility easements				
TIMING:	Record dedication of utility easements after approval by the Board				
DISCUSSION:	ZionsCo, LLC is the owner of property located on U.S. Route 250 and identified as Tax Map # 5-17-1. ZionsCo, LLC desires to dedicate utility easements to the County for the water and/or sewer system. The easements are identified as "25' Utility Easement," "20' x 14' Utility Easement," and "20' x 45' Public Utility Easement" on the Plat. The County Attorney has drafted the attached deed of dedication.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> Deed of dedication of utility easements with an attached plat 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

1. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT INDICATE ALL ENCUMBRANCES UPON THE PROPERTY. SOURCE OF TITLE AND ADJOINING INFORMATION OBTAINED THROUGH FLUVANNA COUNTY GIS.
2. PROPERTY LINES ALONG U.S. ROUTE 250 & ROUTE 689 ARE INTENDED TO ADJOIN STATE RIGHT OF WAY.
3. THIS PLAT HAS BEEN PREPARED FROM RECORDS.
4. THIS PROPERTY IS LOCATED IN ZONE "X" UNSHADED (AREA OUTSIDE OF THE 100 YEAR FLOOD HAZARD ZONE) AS DETERMINED BY FEMA AND SHOWN ON PANEL #51065C100C DATED MAY 16, 2008.
5. THE SOLE PURPOSE OF THIS PLAT IS TO DEDICATE TWO PUBLIC UTILITY EASEMENTS AS SHOWN HEREON TO FLUVANNA COUNTY.

LEGEND

- ⊙ IRON PIN SET (IPG)
- IRON PIN FOUND (IPF)
- N/F NOW OR FORMERLY
- ⊕ UTILITY POLE
- ↓ — OVERHEAD UTILITIES



LINE TABLE		
LINE	BEARING	LENGTH
L1	N40°13'01"E	264.33'
L2	N40°13'01"E	20.00'
L3	N40°13'01"E	223.54'
L4	N40°13'01"E	20.00'
L5	N40°13'01"E	14.88'
L6	N40°13'01"E	52.46'

SOURCE OF TITLE:

ZIONS CO LLC
 INST 220002195
 TM# 5-17-1

THE PUBLIC UTILITY EASEMENTS, AS SHOWN HEREON, ARE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

AGENT, ZIONS CO LLC

DATE

COMMONWEALTH AT LARGE TO WIT:

STATE OF VIRGINIA COUNTY/CITY OF _____

I, _____
 A NOTARY PUBLIC IN AND FOR THE AFORESAID STATE, DO HEREBY CERTIFY THAT THE OWNERS WHOSE NAMES ARE SIGNED ABOVE HAVE ACKNOWLEDGED THE SAME BEFORE ME.

MY COMMISSION EXPIRES: _____

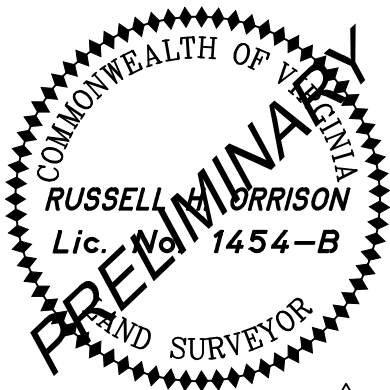
NOTARY PUBLIC
 REGISTRATION NO.

DATE

APPROVED:

FLUVANNA COUNTY
 SUBDIVISION AGENT

DATE



PLAT SHOWING
 PUBLIC UTILITY EASEMENTS FOR
TM# 5-17-1
 PALMYRA MAGISTERIAL DISTRICT
 FLUVANNA COUNTY, VIRGINIA



Prepared by and return to:
 Dan N. Whitten, Esquire (VSB #79205)
 Fluvanna County Attorney
 132 Main Street
 Palmyra, VA 22963

Tax Map: 5-17-1
 Consideration \$0.00

This deed is exempt from recordation tax and Clerk's fee pursuant to Virginia Code §§ 58.1- 811(A)(3), 17.1-279(E) and 17.1-266.

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this _____ day of _____, 2024 by and between **ZIONSCO, LLC**, a Virginia limited liability company, of the first part (hereinafter, whether one or more, "Grantor"), and the **COUNTY OF FLUVANNA**, a political subdivision of the Commonwealth of Virginia, of the second part (hereinafter "Grantee").

WITNESSETH:

WHEREAS Grantor is the owner of certain real property in the County of Fluvanna, Virginia, more particularly described on **Schedule A** attached hereto (the "Property"), and identified as TM# 5-17-1 on a plat by Russell H. Orrison, Land Surveyor, dated _____, entitled "PLAT SHOWING PUBLIC UTILITY EASEMENTS FOR TM# 5-17-1 PALMYRA MAGISTERIAL DISTRICT FLUVANNA COUNTY, VIRGINIA"("the Plat"), a copy of which is attached to, incorporated in, and recorded with this deed.

WHEREAS Grantor is willing to convey to Grantee certain permanent easements in the locations shown on the Plat, as more particularly set forth hereinafter;

NOW THEREFORE, for and in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby GRANT and CONVEY with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto Grantee, its successors and assigns, (i) perpetual, non-exclusive easements over, under, through, upon, and across the Property, for drainage, and to construct, install, maintain, operate, inspect, alter, add to, repair, replace, survey, and extend one or more present and/or future sanitary sewer and/or water lines, together with pipes, pumps, valves, connections, inlet structures, manholes, electric lines and appurtenant facilities, telephone and other communication lines and appurtenant facilities, equipment, facilities, and other appurtenances to a water and/or sewer system, (all of the foregoing, collectively the "Facilities"). The easements granted hereby are shown, respectively, as "25' Utility Easement," "20' x 14' Utility Easement," and "20' x 45' Public Utility Easement" on the Plat. Reference is hereby made to the Plat for a more particular description of the easements and the locations thereof.

Grantor and Grantee agree that:

1. The Facilities shall be and remain the property of Grantee, its successors and assigns.
2. Grantee, its employees, agents, contractors, successors, and/or assigns shall have full and free use of the easements for the purposes stated herein and related activities, and shall have all rights and privileges reasonably necessary to the exercise of the easements, including but not limited to the right of reasonable access to and from the easements over the Property.

Without limitation, Grantor expressly agrees that Grantee shall have the right to assign Grantee's rights hereunder, in whole or in part, to one or more entities authorized to provide public utility service, and as Grantee deems reasonable or necessary to provide for the transmission or distribution of electric power and telephone and other communication service appurtenant to the Facilities.

4. Grantee shall have the right to use land of the Grantor adjoining the easements to the extent necessary to facilitate the uses named; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, reconstruction, replacement, alteration, maintenance, inspection, operation, and/or repair of the Facilities, and then only to the minimum extent necessary for such work; and further, this right to use adjoining land shall not be construed to allow the Grantee to erect any building or structure of a permanent nature on such adjoining land.

5. Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or installations in or reasonably near the easements hereby conveyed, deemed by it to interfere with the proper and efficient exercise of the easements; provided however that, except as otherwise provided hereinafter in this deed, Grantee at its own expense shall restore, as nearly as practicable, the surface conditions of the Property to its original condition, such restoration to include the backfilling of trenches and the reseeded of lawns or pasture areas. Such restoration by Grantee shall not include the ongoing maintenance of any restoration work, the replacement of trees, or the replacement or restoration of structures or other installations deemed by Grantee to interfere with the proper, economical, and efficient exercise of the easements.

6. Grantor reserves the right to construct, maintain, and use roadways, trails, and driveways over the easements (collectively, "Driveways"), and to make other use of the easements; provided that (i) Grantee's standards for the Facilities under or adjacent to any such Driveways, or otherwise applicable to Grantor's intended use, are met; (ii) Grantor's use of the easements may not be inconsistent with the rights herein conveyed; (iii) Grantor's use of the easements may not unreasonably interfere with the use of the easements by Grantee for the purposes stated herein; (iv) Grantor shall not erect any building or structure, including fences (except fences perpendicular to the easements with gates installed over the Facilities), or change the existing ground elevation, or impound any water on the easements, without the prior written approval of Grantee; and (v) Grantor shall not locate new trees within the easements. Any plantings or installations made by Grantor within the easements shall be and remain the property of Grantor. Grantor shall at its sole cost and expense maintain the Property and such plantings or installations made by Grantor. Grantee shall have no responsibility to Grantor to replace or reimburse the cost of any such plantings or installations hereafter made by Grantor, if cut, removed, or otherwise damaged in the exercise of the easements.

7. In the event that hereafter any portion of the land within the easements is accepted by the Commonwealth of Virginia or any appropriate agency thereof for maintenance into the state highway system, all easement rights acquired by Grantee by this instrument in such portion of land shall cease and terminate, provided that the Commonwealth of Virginia or any appropriate agency thereof concurrently grants to Grantee all necessary permits for the continued operation, maintenance, inspection, alteration, addition to, repair, replacement, and extension of the Facilities in said locations.

8. Grantor, by the execution of this instrument, acknowledges that it has reviewed the Plat, and that the plans for the water and/or sewer systems as they affect the Property have been fully explained to the Grantor or its authorized representative.

9. Grantor covenants and agrees for itself, its heirs, successors, and assigns, that the consideration stated above and paid to it is in lieu of any and all claims to compensation for property, and for damages,

if any, to the remaining lands of the Grantor that might result by reason of the use to which the Grantee will put the property to be conveyed.

WITNESS the following signatures and seals

ZIONSCO, LLC

_____ (SEAL)

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____, to-wit;

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by _____.

Notary Public

Registration Number: _____

My commission expires: _____

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

COUNTY OF FLUVANNA
A political subdivision of the Commonwealth of Virginia

By: _____
Eric Dahl, County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Eric Dahl, County Administrator, County of Fluvanna, Virginia.

Notary Public

Registration Number: _____

My commission expires: _____

APPROVED as to form:

Dan N. Whitten,
Fluvanna County Attorney

TM# 5-17-1

Current Owner: ZionsCo, LLC

12.588 acres, more or less

SCHEDULE A

All that certain tract or parcel of land located in the Palmyra District of Fluvanna County, Virginia, containing 12.588 acres, more or less, as shown on the plat, and courses and distances description made by Lum's Land Surveys, Inc., of Palmyra, Virginia, dated November 17, 2003, entitled "Survey Showing Subdivision of Tax Map 5 parcel (17) 1"(the "Lum Plat"), which Lum Plat is recorded in the Clerk's Office of the Circuit Court of the County of Fluvanna, Virginia in Deed Book 587, page 812.

Being a portion of the property conveyed to ZionsCo, LLC, a Virginia limited liability company, by deed from Ernie V. Deomampo, John Sampson and Wayne Roberts as a majority of the Trustees of the Covenant Church of God of Albemarle County, Virginia and from Cville Hope Foundation, a Virginia nonstock corporation, f/k/a the Hope Foundation, dated June 1, 2022 and recorded June 15, 2022 in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia as Instrument No. 220002195.

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

TAB C

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	JPMorgan Chase Bank Debt Proceeds Projects				
MOTION(s):	<p>I move the Board of Supervisors approve a funding source transfer associated with the JPMorgan Chase Bank proceeds for already approved FY22, FY23 and FY24 CIP projects:</p> <ul style="list-style-type: none"> • Decrease Use of Debt Proceeds and Increase Use of Fund Balance by \$701,495.16: <ul style="list-style-type: none"> • \$23,366.30 – Public Works and Administration Vehicles • \$50,262.73 – Public Works Major Equipment • \$624,866.13 – Fire and Rescue Apparatus • Increase Use of Debt Proceeds and Decrease Use of Fund Balance by \$701,495.16 and further approve a supplemental appropriation associated with the interest earnings from JPMorgan Chase Bank proceeds in the amount of \$110,523.62 for the approved CIP projects: <ul style="list-style-type: none"> • \$321,958.78 – (8) Vehicles – Dodge Chargers for the Sheriff’s Office and equipment • \$331,070.00 – (1) Lake Monticello Ambulance being delivered June 30. • \$158,990.00 – PG Athletic Field Lighting portion utilizing Unassigned Fund Balance 				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Victoria Melton, Director of Finance; Eric Dahl, County Administrator				
PRESENTER(S):	Victoria Melton, Director of Finance; Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<p>The County closed on debt financing with JPMorgan Chase Bank back on February 3, 2022 in the amount of \$5,231,500 for multiple Countywide FY22 CIP vehicle/equipment projects. Per the financing documents, the spend-down period of proceeds was originally August 3, 2024, but was extended to February 3, 2024. Any remaining unspent proceeds go back to JPMorgan Chase Bank. As part of the financing, \$3,333,500 was allocated for Fire and Rescue Apparatus. When the County closed on the debt proceeds, a prepayment on 3 pieces of apparatus was funded. At the time, the County was expecting to take delivery prior to the spend-down period and pay for the remaining outstanding balances, but Fire and Rescue apparatus build delays will not have the apparatus to the County prior to February 3, 2024 deadline. The chart below shows outstanding proceeds for these projects.</p>				

	Apparatus	Budget	Paid	Difference	
	Response 5	\$ 100,000.00	\$ 79,246.87	\$ 20,753.13	
	Car 1	\$ 74,500.00	\$ -	\$ 74,500.00	
	Tower Ladder 53	\$ 1,670,000.00	\$ 1,375,071.00	\$ 294,929.00	
	Tanker 10	\$ 495,000.00	\$ 398,410.00	\$ 96,590.00	
	Attack 20	\$ 239,000.00	\$ 239,000.00	\$ -	
	Engine 20	\$ 755,000.00	\$ 616,906.00	\$ 138,094.00	
	TOTAL	\$ 3,333,500.00	\$ 2,708,633.87	\$ 624,866.13	
	<p>In addition to the above unspent proceed amounts, there was unspent proceeds for Public Works Vehicle Replacements and Major Equipment in the amount of \$73,629.03</p> <p>Currently, the rate of return on County invested funds is around 5.55%, so it makes sense to utilize the debt proceeds to the fullest, especially considering our interest rate is 1.37%.</p> <p>Lastly, the County has earned interest on the unspent proceeds, which can be used toward vehicle/equipment purchases.</p>				
FISCAL IMPACT:	This does not require any new funding from the County, it just swaps funding sources for already approved CIP projects to utilize the full amount of the JPMorgan Chase Bank proceeds. This action also provides the additional budget authority by recognizing the interest earnings.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			X

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

TAB D

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	Fire and Rescue CIP Transfer				
MOTION(s):	I move the Board of Supervisors approve a budget transfer in the amount of \$8,000 from the FY24 Fire and Rescue Computer Replacement CIP to the Fire and Rescue operational budget for additional Telecommunications cost.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Tori Melton, Finance Director				
PRESENTER(S):	Tori Melton, Finance Director; John Lye, Chair of the FRA				
RECOMMENDATION:	Recommend approval				
TIMING:	July 1, 2023				
DISCUSSION:	During the FY24 budget cycle, the Board of Supervisor approved a CIP for Fire and Rescue Computer replacement for \$233,780. The approval allowed Fire and Rescue to replace the 22 existing computers as well as purchase 21 additional computers to equip each piece of apparatus. With the purchase of additional computers, it includes additional telecommunications cost.				
	The transfer of \$8,000 from CIP will allow Fire and Rescue to activate the additional computers to be used in the trucks.				
FISCAL IMPACT:	Increase Fire and Rescue Telecommunication budget line by \$8,000				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB E

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	Approval of Open Space Agreement for Betty Sue Castle, Trustee of the Betty Sue Castle Trust dated December 22, 1997, and Mark Luther				
MOTION(s):	I move to approve the open space agreement for Betty Sue Castle, Trustee of the Betty Sue Castle Trust dated December 22, 1997, and Mark Luther for tax map parcel 60-6-13; agreement shall remain in effect for a term of ten (10) consecutive years.				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	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.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> - Betty Sue Castle, Trustee of the Betty Sue Castle Trust dated December 22, 1997, and Mark Luther’s executed open space agreement - Map of tax map parcel 60-6-13 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Betty Sue Castle, Trustee of the Betty Sue Castle Trust dated December 22, 1997 & Mark Luther

107 Brook Road

Yorktown, VA 23692

Tax Map Parcel: 60-6-13

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 22 day of December, 2023, by and between Betty Sue Castle, Trustee of the Betty Sue Castle Trust dated December 22, 1997 and Mark Luther, 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 Parcel: 60-6-13 (10 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 Ten (10) 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.

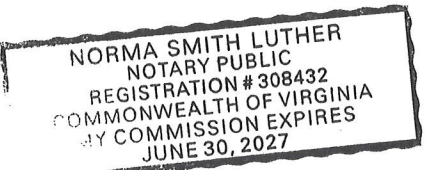
Witness the following duly authorized signatures and seals.

Betty Sue Castle (SEAL)
Landowner

STATE OF Virginia

CITY/COUNTY OF Norfolk, to-wit:

The foregoing instrument was acknowledged before me this 22 day of Dec, 2022, by Betty Sue Castle, Trustee of the Betty Sue Castle Trust dated December 22, 1997.



[Signature]
Notary Public

[SEAL]

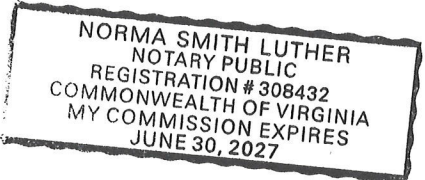
My commission expires:
Notary registration number:

Mark Luther (SEAL)
Landowner

STATE OF Virginia

CITY/COUNTY OF Norfolk, to-wit:

The foregoing instrument was acknowledged before me this 22 day of Dec, 2023, by Mark Luther



[Signature]
Notary Public

[SEAL]

My commission expires:
Notary registration number:

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:

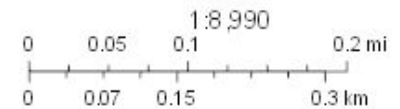
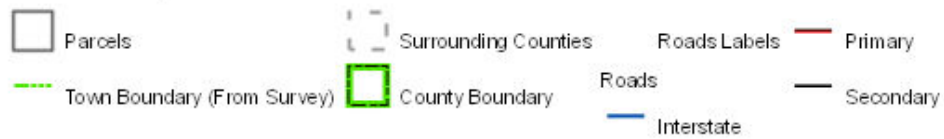
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 60 6 13

Parcel located off of Cloverdale Road in Brems Bluff, VA



December 28, 2023



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

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

TAB F

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	Approval of Open Space Agreement for Betty Sue Castle, Trustee of the Betty Sue Castle Trust dated December 22, 1997				
MOTION(s):	I move to approve the open space agreement for Betty Sue Castle, Trustee of the Betty Sue Castle Trust dated December 22, 1997, for tax map parcels 60-6-1, 60-6-2, 60-7-1, 60-7-2 and 60-7-12; agreement shall remain in effect for a term of ten (10) consecutive years.				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	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.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> - Betty Sue Castle's, Trustee of the Betty Sue Castle Trust dated December 22, 1997, executed open space agreement - Map of tax map parcels 60-6-1, 60-6-2, 60-7-1, 60-7-2 and 60-7-12 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Betty Sue Castle, Trustee of the Betty Sue Castle Trust dated December 22, 1997

107 Brook Road

Yorktown, VA 23692

Tax Map Parcel: 60-6-1, 60-6-2, 60-7-1, 60-7-2 & 60-7-12

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 02 day of Jan., 2024,
by and between Betty Sue Castle, Trustee of the Betty Sue Castle Trust dated December 22, 1997, 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: 60-6-1 (5 acres)	60-7-1 (6.54 acres)	60-7-12 (10 acres)
60-6-2 (6.495 acres)	60-7-2 (3.527 acres)	
Total Acreage: 31.562 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 10 YEARS (10) 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.

Betty Sue Castle (SEAL)
Landowner

STATE OF Virginia

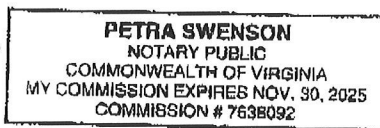
CITY/COUNTY OF York County, to-wit:

The foregoing instrument was acknowledged before me this 02 day of Jan.,
2024, by Betty Sue Castle, Trustee of the Betty Sue Castle Trust dated December 22, 1997.

[Signature]
Notary Public

[SEAL]

My commission expires: Nov. 30, 2025
Notary registration number: 7638092



Landowner (SEAL)

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by _____.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

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

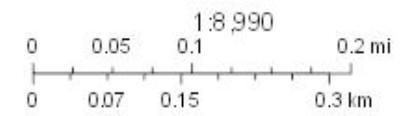
Fluvanna County, VA WebGIS

Parcels located off of Cloverdale Road in Bremono Bluff, VA



December 5, 2023

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



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

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

TAB G

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	Approval of Open Space Agreement for Jacob Czajkowski and Nicole Deanne Czajkowski				
MOTION(s):	I move to approve the open space agreement for Jacob Czajkowski and Nicole Deanne Czajkowski for tax map parcel 50-A-113A; agreement shall remain in effect for a term of four (4) consecutive years.				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	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.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> - Jacob Czajkowski and Nicole Deanne Czajkowski's executed open space agreement - Map of tax map parcel 50-A-113A 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Czajowski, Jacob & Nicole Deanne

12433 Shannon Hill Road

Louisa, VA 23093

Tax Map Parcel: 50-A-113A

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 4 day of January, 2024, by and between Jacob Czajkowski & Nicole Deanne Czajkowski, 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 Parcel: 50-A-113A (12 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 FOUR (4) 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.

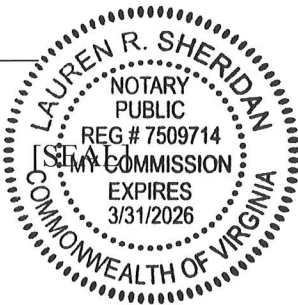
[Signature] (SEAL)
Landowner

STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 4th day of January, 2024, by Jacob Czajkowski.

[Signature]
Notary Public



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

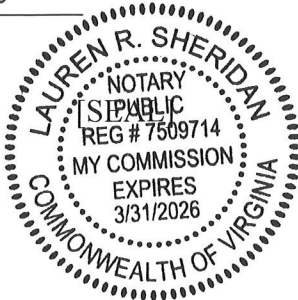
[Signature] (SEAL)
Landowner

STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 4th day of January, 2024, by Nicole Deanne Czajkowski.

[Signature]
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:

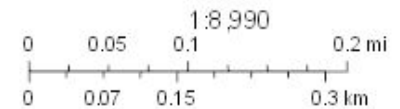
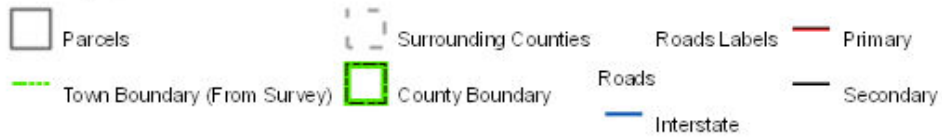
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 50 A 113A

Parcel located off of Winnsville Drive in Brems Bluff, VA



January 4, 2024



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

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

TAB H

MEETING DATE:	January 17, 2024				
AGENDA TITLE:	Approval of Open Space Agreement for Thomas Bryon Sandridge and Cheryl Sandridge				
MOTION(s):	I move to approve the open space agreement for Thomas Bryon Sandridge and Cheryl Sandridge for tax map parcel 4-A-127A; agreement shall remain in effect for a term of four (4) consecutive years.				
BOS GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	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.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Thomas Bryon Sandridge and Cheryl Sandridge’s executed open space agreement - Map of tax map parcel 4-A-127A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Sandridge, Thomas Bryon & Sandridge, Cheryl
1404 North Boston Road
Troy, VA 22974

Tax Map Parcel: 4-A-127A

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 3 day of January, 2024, by and between Thomas Bryon Sandridge & Cheryl Sandridge, 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 Parcel: 4-A-127A (19.958 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 four (4) 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.

Thomas B. Sandridge (SEAL)
Landowner

STATE OF Virginia

CITY/COUNTY OF Flovanna, to-wit:

The foregoing instrument was acknowledged before me this 3rd day of January, 2024, by Thomas Bryon Sandridge.

Lauren R. Sheridan
Notary Public

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



Cheryl Sandridge (SEAL)
Landowner

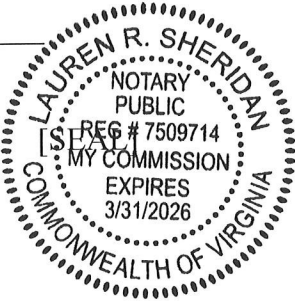
STATE OF Virginia

CITY/COUNTY OF Flovanna, to-wit:

The foregoing instrument was acknowledged before me this 3rd day of January, 2024, by Cheryl Sandridge.

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



Capital Reserve Maintenance Fund Request

TAB I

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$10,570.82 for the purpose(s) of: repairing and updating the fire panel and fire pump systems at Central Elementary.

Section 1 - REQUEST

Requesting Department/Agency FCPS	Dept/Agency Contact Don Stribling	Date of Request 12/22/2023
Phone (434) 589-5948	Fax (434) 589-5393	Fiscal Year FY24

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

Description of Project/Repair	Qty	Unit Price	Total Price
Replace transceiver and supply boards including materials and labor	1	\$10,570.82	\$10,570.82
			\$0.00
			\$0.00
			\$0.00

Total Request: **\$10,570.82**

Description and justification for proposed use.

Update and replace the transceiver and supply boards for the fire alarm and detection sensors at Central Elementary.

Department/Agency Head Name Don Stribling	Signature Don Stribling <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2018.08.21 13:12:45 -04'00'</small>	Date 12/22/2023
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton <small>Digitally signed by Tori Melton Date: 2023.12.22 11:47:26 -05'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl <small>Digitally signed by Eric Dahl Date: 2024.01.05 16:07:57 -05'00'</small>	Date

Section 3 - BOARD OF SUPERVISORS

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



Capital Reserve Maintenance Fund Request

TAB J

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$46,675.00** for the purpose(s) of:
 excavating and removing current ground covering and materials, along with the installation of poured in place safety surfacing for our ECSE and PK students playground area.

Section 1 - REQUEST

Requesting Department/Agency FCPS	Dept/Agency Contact Don Stribling	Date of Request 12/22/2023
Phone (434) 589-5948	Fax (434) 589-5393	Fiscal Year FY24

Reserve Fund Purpose Category: **Non-recurring project**

Description of Project/Repair	Qty	Unit Price	Total Price
VPS Recreation (Materials)	1	\$25,425.00	\$25,425.00
VPS Recreation (Excavation and Installation)	1	\$21,250.00	\$21,250.00
	1		\$0.00
			\$0.00

Total Request: **\$46,675.00**

Description and justification for proposed use.

Based on the age, play engagement (lying down on the ground), developmental delays of these students, and several students using wheelchairs having difficulty accessing the playground (ADA), FCPS recommends replacing the current ground cover (mulch and dirt) to a more practical, safe, and accessible covering for these students.

Department/Agency Head Name Don Stribling	Signature Don Stribling <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2018.08.21 13:12:45 -04'00'</small>	Date 12/22/2023
---	--	---------------------------

Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton <small>Digitally signed by Tori Melton Date: 2023.12.22 11:46:52 -05'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl <small>Digitally signed by Eric Dahl Date: 2024.01.05 16:09:17 -05'00'</small>	Date

Section 3 - BOARD OF SUPERVISORS

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



Capital Reserve Maintenance Fund Request

TAB K

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$7,864.81** for the purpose(s) of: replacing the pump and motor at the Pleasant Grove well site.

Section 1 - REQUEST

Requesting Department/Agency FCPS	Dept/Agency Contact Don Stribling	Date of Request 12/22/2023
Phone (434) 589-5948	Fax (434) 589-5393	Fiscal Year FY24

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

Description of Project/Repair	Qty	Unit Price	Total Price
Moore's Plumbing (Installation)	1	\$5,500.00	\$5,500.00
DSI (Materials)	1	\$2,364.81	\$2,364.81
	1		\$0.00
			\$0.00

Total Request: **\$7,864.81**

Description and justification for proposed use.

The pump and motor had to be replaced in order to supply FCHS, county facilities, and Fire and Rescue water for daily operation.

Department/Agency Head Name Don Stribling	Signature Don Stribling <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2018.08.21 13:12:45 -04'00'</small>	Date 12/22/2023
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton <small>Digitally signed by Tori Melton Date: 2023.12.22 11:46:11 -05'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl <small>Digitally signed by Eric Dahl Date: 2024.01.05 16:12:46 -05'00'</small>	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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**FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS**

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

MEMORANDUM

Date: January 17, 2024
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY24 BOS Contingency Balance

The FY24 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$146,615
Less: Consulting Services Agreement with B.W. Murray, Inc. – Registrar – BOS Approval 07.05.23	-\$20,000
Less: Agreement with VDOT regarding “Watch for Children” signs – Public Works - BOS Approval 09.20.23	-850
Less: Annual Card Terminal Fees – Information Technology – BOS Approval 10.04.23	-2,736
Available:	\$123,029

BUILDING INSPECTIONS MONTHLY REPORT

County of Fluvanna

Building Official:	Period:
Andrew Wills	December, 2023

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
BUILDING PERMITS ISSUED														
NEW - Single Family Detached (incl. Trades permits & SWMH)	2019	8	10	14	9	12	9	10	14	14	2	11	7	120
	2020	12	13	23	14	8	19	19	17	16	20	22	11	194
	2021	15	9	19	20	16	22	15	11	8	22	13	8	178
	2022	17	11	20	11	18	32	10	9	11	12	9	4	164
	2023	5	6	6	12	12	6	10	5	7	8	9	7	93
NEW - Single Family Attached (Town Homes)	2019	0	0	0	0	0	0	0	0	0	0	0	0	0
	2020	0	0	0	0	1	6	0	0	6	0	0	0	13
	2021	6	0	0	0	0	0	0	0	6	0	0	0	6
	2022	0	0	0	0	0	0	0	0	0	0	0	0	0
	2023	0	8	0	0	0	0	0	0	0	0	0	7	15
Multi Family (Apartment, Duplex)	2019	0	0	0	0	0	0	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0	0	1	0	0	0	0
	2021	0	0	0	0	0	0	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0	5	0	0	0	0	5
	2023	1	0	0	0	0	0	0	0	0	0	0	0	1
Additions and Alterations	2019	35	33	37	27	38	38	44	34	34	36	35	31	422
	2020	37	38	23	30	30	22	27	20	30	34	35	23	349
	2021	28	14	43	39	31	40	30	29	26	30	35	33	378
	2022	33	48	60	45	47	50	51	63	45	63	51	44	600
	2023	52	34	51	34	36	28	36	35	45	39	43	37	470
* Trade permits count not in .														
Accessory Buildings	2019	2	4	6	4	4	3	3	8	2	8	4	4	52
	2020	2	4	4	4	5	5	1	7	8	3	5	1	49
	2021	1	3	3	6	3	6	1	3	2	4	4	2	38
	2022	3	4	13	6	5	2	5	4	5	3	0	2	52
	2023	7	2	7	5	6	2	5	8	4	7	5	6	64
Swimming Pools	2019	0	0	0	3	2	2	0	1	0	1	0	1	10
	2020	0	1	3	3	1	2	3	1	1	0	0	0	15
	2021	0	0	7	1	5	2	3	4	1	0	1	2	26
	2022	0	2	4	4	1	0	3	3	0	0	0	0	17
	2023	1	0	6	1	2	4	0	0	0	2	0	0	16
Commercial/ Industrial Build/Cell Towers	2019	0	0	1	1	0	2	0	0	0	0	0	0	4
	2020	0	0	1	0	1	0	0	3	0	0	2	0	7
	2021	1	0	1	0	0	0	1	0	0	0	2	0	5
	2022	0	0	0	0	0	2	3	2	0	2	1	0	10
	2023	1	1	0	1	0	0	0	0	0	0	0	0	3
TOTAL BUILDING PERMITS	2019	45	47	58	44	56	54	57	57	50	48	50	43	609
	2020	51	56	54	51	46	54	50	48	63	57	54	40	624
	2021	51	26	73	66	55	70	50	47	37	56	55	45	631
	2022	54	65	97	66	71	86	72	77	61	80	61	50	840
	2023	67	51	64	52	51	40	52	48	56	56	57	57	651
* Trade permits count not included as in previous years														
BUILDING VALUES FOR PERMITS ISSUED														
TOTAL BUILDING VALUES	2019	\$1,991,054	\$2,502,719	\$5,639,238	\$4,695,173	\$3,057,597	\$3,228,152	\$3,360,952	\$3,926,015	\$3,457,214	\$2,636,194	\$3,148,369	\$2,960,579	\$ 40,603,256
	2020	\$2,292,161	\$3,206,055	\$7,238,708	\$2,997,448	\$2,245,441	\$4,389,903	\$3,644,002	\$5,555,492	\$5,271,906	\$4,201,357	\$3,513,834	\$2,954,193	\$ 47,506,500
	2021	\$5,397,000	\$1,687,484	\$2,506,869	\$4,952,702	\$3,473,256	\$5,766,891	\$2,885,146	\$2,506,053	\$2,046,134	\$3,637,390	\$4,633,868	\$2,712,396	\$ 41,734,789
	2022	\$5,073,054	\$3,017,155	\$5,012,175	\$2,937,240	\$5,654,955	\$9,371,750	\$11,374,772	\$17,974,068	\$2,743,309	\$4,363,026	\$6,842,941	\$1,046,000	\$ 75,410,524
	2023	\$3,929,572	\$4,916,308	\$3,029,674	\$3,087,131	\$6,370,476	\$3,088,398	\$4,234,315	\$3,224,163	\$2,474,897	\$2,332,220	\$3,542,065	\$4,921,239	\$ 45,140,458

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
LAND DISTURBING PERMITS ISSUED														
LAND DISTURBING PERMITS	2019	8	12	16	9	14	10	12	14	13	2	11	8	129
	2020	11	10	26	13	8	24	13	19	20	19	13	16	192
	2021	22	10	18	20	18	22	16	11	4	23	13	8	185
	2022	16	13	19	11	18	34	11	10	8	13	8	3	164
	2023	5	14	9	15	10	7	10	5	10	8	8	14	115
INSPECTIONS COMPLETED														
TOTAL INSPECTIONS	2019	237	207	232	297	305	246	324	332	295	298	204	216	3,193
	2020	213	197	302	369	371	304	434	368	439	464	407	412	4,280
	2021	430	349	465	431	402	426	333	355	419	453	422	356	4,841
	2022	304	414	551	449	439	486	594	589	523	400	300	351	5,400
	2023	350	298	321	308	288	285	261	294	287	375	297	300	3,664
FEEES COLLECTED														
Building Permits	2019	\$11,377	\$13,617	\$14,005	\$14,308	\$11,228	\$16,260	\$13,778	\$18,772	\$14,375	\$8,468	\$14,747	\$11,059	\$ 161,994
	2020	\$12,863	\$15,468	\$18,152	\$16,803	\$13,147	\$28,068	\$23,193	\$28,887	\$24,237	\$19,359	\$15,359	\$15,871	\$ 231,407
	2021	\$18,733	\$15,400	\$15,654	\$21,333	\$16,184	\$23,031	\$27,000	\$11,923	\$9,144	\$20,620	\$15,563	\$9,211	\$ 203,796
	2022	\$21,100	\$19,347	\$23,488	\$15,404	\$19,739	\$23,621	\$18,713	\$54,782	\$11,348	\$34,994	\$17,567	\$6,021	\$ 266,124
	2023	\$11,925	\$20,870	\$11,256	\$15,385	\$21,848	\$9,751	\$9,429	\$8,207	\$10,590	\$11,603	\$11,462	\$14,778	\$ 157,104
Land Disturbing Permits	2019	\$1,000	\$1,500	\$1,625	\$1,125	\$3,553	\$1,250	\$2,975	\$6,556	\$1,920	\$250	\$1,375	\$1,125	\$ 24,251
	2020	\$1,375	\$1,250	\$6,365	\$1,625	\$1,000	\$3,000	\$2,125	\$8,369	\$2,500	\$2,375	\$4,294	\$1,875	\$ 36,153
	2021	\$5,678	\$1,250	\$14,463	\$2,500	\$2,250	\$2,750	\$13,581	\$2,824	\$500	\$4,848	\$1,625	\$1,000	\$ 53,268
	2022	\$2,000	\$2,050	\$9,963	\$1,375	\$2,250	\$10,014	\$1,375	\$2,175	\$27,725	\$3,649	\$2,175	\$375	\$ 65,126
	2023	\$625	\$1,875	\$1,125	\$2,300	\$1,625	\$5,000	\$2,408	\$625	\$4,975	\$1,000	\$1,000	\$1,750	\$ 24,308
Zoning Fees collected by Planning Dept starting March 2023	2019	\$1,200	\$1,800	\$2,200	\$1,550	\$2,050	\$1,350	\$1,950	\$2,300	\$1,700	\$1,150	\$1,450	\$1,400	\$ 20,100
	2020	\$1,650	\$1,600	\$3,000	\$1,700	\$15,550	\$3,050	\$2,350	\$2,300	\$2,900	\$2,850	\$1,600	\$1,700	\$ 26,250
	2021	\$2,150	\$1,150	\$3,650	\$2,950	\$2,650	\$3,400	\$2,450	\$1,850	\$1,300	\$2,900	\$1,900	\$1,150	\$ 27,500
	2022	\$1,900	\$1,400	\$3,900	\$1,650	\$2,300	\$3,900	\$1,800	\$1,500	\$1,500	\$2,000	\$1,450	\$750	\$ 24,050
	2023	\$1,350	\$1,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 3,300
TOTAL FEES	2019	\$13,577	\$16,917	\$17,830	\$16,983	\$16,831	\$18,860	\$18,703	\$27,628	\$17,995	\$9,868	\$15,028	\$132,584	\$ 203,804
	2020	\$15,888	\$18,318	\$27,517	\$20,128	\$15,697	\$34,118	\$27,668	\$39,556	\$29,637	\$24,584	\$24,584	\$19,446	\$ 293,810
	2021	\$25,000	\$22,797	\$37,351	\$18,429	\$24,289	\$37,535	\$21,888	\$58,457	\$40,573	\$40,643	\$24,584	\$7,146	\$ 290,061
	2022	\$25,001	\$22,797	\$37,351	\$18,429	\$24,289	\$37,535	\$21,888	\$58,547	\$40,073	\$40,643	\$21,192	\$7,146	\$ 355,300
	2023	\$13,900	\$24,695	\$12,381	\$17,685	\$23,473	\$14,751	\$11,837	\$8,834	\$15,565	\$12,603	\$12,462	\$16,528	\$ 184,714

MEMORANDUM

Date: January 17, 2024
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY24 Capital Reserve Balances

The FY24 Capital Reserve account balances are as follows:

County Capital Reserve:

FY23 Carryover	\$540,987.90
FY24 Budget Allocation:	\$250,000
Add: Closed CRM Projects 07.24.23	6,477.05
Add: Closed CRM Projects 08.21.23	3,769.97
Less: Lower Court Clerk's Office Mold Remediation. 11.01.23	-37,079
Less: Replace Turbo Assembly and minor repairs to Ambulance 49. 12.06.23	-6,198.36
Less: Commonwealth Attorney's Office Restoration. 12.20.23	-78,504
Less: Fluvanna County Attorney's Office Restoration. 12.20.23	-180,720
FY24 Available:	\$498,733.56

Schools Capital Reserve:

FY23 Carryover	\$258,993.42
FY24 Budget Allocation:	\$200,000
Add: Closed CRM Projects 07.24.23	365.93
Add: Closed CRM Projects 08.21.23	3,071
Less: Quality CCTV Systems Abrams Academy. 09.06.23	-11,800
Less: Bluebird Buses. 09.06.23	-9,994.74

Less: Central Elementary Capital and Budget Electric. 09.20.23	-5,785
Less: HAVTECH at FCHS. 09.20.23	-12,861.39
FY24 Available:	\$421,989.22

Fluvanna County Monthly Bank and Investment Account Balances and Earnings Report

Month	Wells Fargo Commercial Checking - Main Bank	Wells Fargo Analysis Interest Earned	BB&T - Cost Recovery Fund	Wells Fargo - Cost Recovery Fund	Multi-Bank Securities Brokerage (CD's)	MBS Earnings	Virginia Investment Pool (VIP) Stable NAV Liquidity Pool	VIP Stable NAV Earnings	Virginia Investment Pool (VIP) 1-3 Year High Quality Bond Fund	VIP 1-3 Year Earnings	Ending Balance TOTAL	Virginia Investment Pool (VIP) CARES Fund	VIP CARES Fund Earnings	Virginia Investment Pool (VIP) ARPA Fund	VIP ARPA Fund Earnings
Jul-16	\$10,053,334		\$332,174						\$7,152,669	\$ (2,455.19)	\$17,538,177				
Aug-16	\$6,733,878		\$377,034						\$7,142,574	\$ (10,094.71)	\$14,253,486				
Sep-16	\$3,127,373		\$417,387						\$7,150,195	\$ 7,621.55	\$10,694,955				
Oct-16	\$2,408,014		\$465,326						\$7,144,306	\$ (5,889.09)	\$10,017,646				
Nov-16	\$6,337,061		\$511,779						\$7,111,653	\$ (32,653.42)	\$13,960,493				
Dec-16	\$10,222,656		\$568,084						\$7,112,980	\$ 1,327.35	\$17,903,720				
Jan-17	\$6,794,517		\$601,955						\$7,124,549	\$ 11,562.28	\$14,521,021				
Feb-17	\$6,276,766		\$648,260						\$7,131,495	\$ 6,946.85	\$14,056,520				
Mar-17	\$4,372,044		\$699,524						\$7,133,155	\$ 1,659.89	\$12,204,723				
Apr-17	\$1,856,533		\$734,130						\$7,147,486	\$ 14,330.93	\$9,738,149				
May-17	\$5,134,100		\$772,183						\$7,155,655	\$ 8,168.43	\$13,061,937				
Jun-17	\$14,272,459		\$815,451						\$7,155,722	\$ 67.31	\$22,243,632				
Jul-17	\$9,473,371		\$854,310				\$0	\$ -	\$7,178,718	\$ 12,851.95	\$17,506,399				
Aug-17	\$5,699,776		\$890,237				\$0	\$ -	\$7,185,438	\$ 11,236.88	\$13,775,452				
Sep-17	\$1,497,668		\$431,051				\$0	\$ -	\$7,192,355	\$ (4,927.96)	\$9,121,074				
Oct-17	\$3,270,241		\$35,223				\$135	\$ 135.11	\$4,170,653	\$ (4,229.52)	\$7,476,252				
Nov-17	\$7,739,856		\$79,183				\$135	\$ 0.05	\$4,162,255	\$ (8,398.39)	\$11,981,429				
Dec-17	\$13,640,973		\$144,416				\$135	\$ 0.15	\$4,160,490	\$ (1,764.68)	\$17,946,014				
Jan-18	\$9,813,762		\$195,944				\$135	\$ 0.26	\$4,149,498	\$ (10,992.66)	\$14,159,339				
Feb-18	\$8,302,311		\$183,287				\$50,138	\$ 2.40	\$4,146,305	\$ (3,192.31)	\$12,682,040				
Mar-18	\$4,474,342		\$89,291				\$2,224,967	\$ 1,829.22	\$4,153,316	\$ 7,010.76	\$10,941,916				
Apr-18	\$2,043,660		\$67,042				\$2,303,479	\$ 3,511.83	\$4,148,585	\$ (4,731.16)	\$8,562,767				
May-18	\$11,822,481		\$18,984				\$2,422,389	\$ 3,909.72	\$4,162,798	\$ 14,213.06	\$18,426,652				
Jun-18	\$9,675,143		\$73,593				\$9,435,967	\$ 13,577.88	\$4,161,567	\$ (1,231.29)	\$23,346,270				
Jul-18	\$4,394,222		\$114,515				\$9,435,966	\$ 20,600.47	\$ -	\$ -	\$13,944,703				
Aug-18	\$1,677,219		\$37,320				\$13,619,588	\$ 23,144.95	\$ -	\$ -	\$15,334,127				
Sep-18	\$2,615,110		\$37,723				\$11,767,732	\$ 13,986.26	\$ -	\$ -	\$14,420,565				
Oct-18	\$4,668,338		\$207,298				\$6,811,718	\$ 9,323.31	\$ -	\$ -	\$11,687,355				
Nov-18	\$9,679,741		\$62,912				\$3,821,042	\$ 7,419.84	\$ -	\$ -	\$13,563,695				
Dec-18	\$7,075,743		\$123,078				\$11,843,045	\$ 14,583.11	\$ -	\$ -	\$19,041,866				
Jan-19	\$2,232,580		\$50,291		\$1,725,979	\$ 1,979.11	\$11,031,090	\$ 25,045.47	\$ -	\$ -	\$15,039,941				
Feb-19	\$3,730,470		\$104,029		\$1,980,687	\$ 5,707.62	\$7,139,094	\$ 15,630.79	\$ -	\$ -	\$12,954,280				
Mar-19	\$2,731,676		\$67,493		\$1,985,056	\$ 4,368.89	\$7,048,463	\$ 17,372.03	\$ -	\$ -	\$11,832,687				
Apr-19	\$2,236,793		\$54,733		\$1,989,555	\$ 4,883.92	\$4,727,004	\$ 12,909.44	\$ -	\$ -	\$9,008,085				
May-19	\$6,356,355		\$109,062		\$1,991,072	\$ 6,111.86	\$2,234,471	\$ 7,467.31	\$ -	\$ -	\$10,690,960				
Jun-19	\$19,357,070		\$89,816		\$1,998,125	\$ 7,380.74	\$2,314,010	\$ 4,539.25	\$ -	\$ -	\$23,759,021				
Jul-19	\$7,232,465	\$ 2,785	\$84,893		\$3,004,197	\$ 21,072	\$5,396,774	\$ 7,765	\$ -	\$ -	\$15,718,329				
Aug-19	\$3,342,584	\$ 2,092	\$65,781		\$3,014,168	\$ 9,971	\$3,782,001	\$ 10,226	\$ -	\$ -	\$10,204,533				
Sep-19	\$2,084,930	\$ 505	\$95,173		\$3,015,338	\$ 1,169	\$1,225,490	\$ 5,489	\$ -	\$ -	\$6,420,931				
Oct-19	\$2,561,402	\$ -	\$91,132		\$1,244,422	\$ (247)	\$101,652	\$ 1,162	\$ -	\$ -	\$3,998,609				
Nov-19	\$10,747,977	\$ -	\$83,568		\$1,245,493	\$ 1,071	\$176,857	\$ 205	\$ -	\$ -	\$12,253,894				
Dec-19	\$17,627,078	\$ -	\$132,635		\$1,245,722	\$ 229	\$177,999	\$ 268	\$ -	\$ -	\$19,183,434				
Jan-20	\$9,002,916	\$ 1,570	\$43,598		\$1,258,082	\$ 12,361	\$5,308,087	\$ 5,962	\$ -	\$ -	\$15,612,683				
Feb-20	\$8,630,244	\$ 1,194	\$95,873		\$1,261,222	\$ 3,139	\$5,315,372	\$ 7,285	\$ -	\$ -	\$15,302,710				
Mar-20	\$4,518,186	\$ -	\$85,973		\$1,262,948	\$ 1,727	\$7,422,651	\$ 7,280	\$ -	\$ -	\$13,289,759				
Apr-20	\$5,094,401	\$ -	\$134,650		\$1,276,459	\$ 13,211	\$5,478,279	\$ 5,628	\$ -	\$ -	\$11,983,790				
May-20	\$3,725,617	\$ -	\$47,204		\$1,281,515	\$ 5,356	\$8,131,678	\$ 3,400	\$ -	\$ -	\$13,186,015				
Jun-20	\$8,191,916	\$ -	\$65,372		\$1,284,918	\$ 3,402	\$6,187,424	\$ 5,746	\$ -	\$ -	\$25,729,630	\$2,282,394	\$ 192		
Jul-20	\$4,467,288	\$ -	\$80,874		\$1,302,313	\$ 17,395	\$13,231,610	\$ 4,186	\$ -	\$ -	\$19,082,085	\$2,283,036	\$ 642	\$ -	\$ -
Aug-20	\$3,736,257	\$ -	\$55,998		\$1,305,132	\$ 2,819	\$9,334,256	\$ 2,645	\$ -	\$ -	\$14,431,643	\$4,662,978	\$ 740	\$ -	\$ -
Sep-20	\$3,654,125	\$ -	\$58,958		\$1,305,474	\$ 342	\$5,885,682	\$ 1,427	\$ -	\$ -	\$10,904,239	\$4,663,836	\$ 858	\$ -	\$ -
Oct-20	\$4,983,761	\$ -	\$122,294		\$1,306,854	\$ 1,380	\$5,886,627	\$ 945	\$ -	\$ -	\$12,299,536	\$1,742,401	\$ 582	\$ -	\$ -
Nov-20	\$4,667,760	\$ -	\$64,717		\$1,305,174	\$ (1,680)	\$11,987,611	\$ 984	\$ -	\$ -	\$18,025,261	\$1,742,630	\$ 229	\$ -	\$ -
Dec-20	\$3,889,191	\$ -	\$99,885	\$200	\$1,304,466	\$ (708)	\$18,989,664	\$ 2,053	\$ -	\$ -	\$24,283,406	\$1,612,568	\$ 198	\$ -	\$ -
Jan-21	\$1,751,766	\$ -	\$99,135	\$200	\$1,309,241	\$ 4,775	\$18,991,822	\$ 2,158	\$ -	\$ -	\$22,152,164	\$430,939	\$ 99	\$ -	\$ -
Feb-21	\$1,989,338	\$ -	\$57,086	\$200	\$1,306,248	\$ (2,993)	\$16,543,511	\$ 1,689	\$ -	\$ -	\$19,896,383	\$430,979	\$ 40	\$ -	\$ -
Mar-21	\$2,962,627	\$ -	\$106,719	\$200	\$1,300,469	\$ (5,779)	\$13,544,930	\$ 1,419	\$ -	\$ -	\$17,914,945	\$430,979	\$ 40	\$ -	\$ -
Apr-21	\$1,945,883	\$ -	\$28,130	\$19,991	\$1,303,317	\$ 2,849	\$7,645,934	\$ 1,004	\$3,000,000	\$ -	\$13,943,255	\$431,056	\$ 36	\$ -	\$ -
May-21	\$4,874,819	\$ -	\$52,401	\$32,599	\$1,306,022	\$ 2,705	\$8,646,497	\$ 563	\$3,001,937	\$ 1,937	\$17,914,276	\$431,089	\$ 34	\$ -	\$ -
Jun-21	\$3,914,524	\$ -	\$78,514	\$55,571	\$1,303,373	\$ (2,649)	\$21,647,501	\$ 1,004	\$2,997,340	\$ (4,597)	\$29,996,824	\$431,112	\$ 23	\$ 2,648,539	\$ 100

Fluvanna County Monthly Bank and Investment Account Balances and Earnings Report

Month	Wells Fargo Commercial Checking - Main Bank	Wells Fargo Analysis Interest Earned	BB&T - Cost Recovery Fund	Wells Fargo - Cost Recovery Fund	Multi-Bank Securities Brokerage (CD's)	MBS Earnings	Virginia Investment Pool (VIP) Stable NAV Liquidity Pool	VIP Stable NAV Earnings	Virginia Investment Pool (VIP) 1-3 Year High Quality Bond Fund	VIP 1-3 Year Earnings	Ending Balance TOTAL	Virginia Investment Pool (VIP) CARES Fund	VIP CARES Fund Earnings	Virginia Investment Pool (VIP) ARPA Fund	VIP ARPA Fund Earnings
Jul-21	\$5,125,886	\$ -	\$47,455	\$91,684	\$1,302,183	\$ (1,190)	\$13,198,479	\$ 978	\$3,002,114	\$ 4,774	\$22,767,801	\$431,138	\$ 26	\$ 2,648,696	\$ 157
Aug-21	\$2,970,373	\$ -	\$70,754	\$124,240	\$1,298,055	\$ (4,129)	\$12,199,309	\$ 830	\$3,001,489	\$ (625)	\$19,664,220	\$263,756	\$ 17	\$ 2,648,854	\$ 158
Sep-21	\$2,928,487	\$ -	\$27,657	\$159,485	\$1,299,371	\$ 1,316	\$8,749,899	\$ 589	\$2,998,108	\$ (3,381)	\$16,163,007	\$3,767	\$ 11	\$ 2,649,004	\$ 150
Oct-21	\$5,314,123	\$ -	\$6,845	\$73,703	\$1,296,831	\$ (2,540)	\$6,925,371	\$ 473	\$2,988,742	\$ (9,366)	\$16,605,616	\$3,767	\$ 0	\$ 2,649,162	\$ 157
Nov-21	\$1,648,793	\$ -	\$8,922	\$116,159	\$1,291,602	\$ (5,228)	\$14,925,945	\$ 574	\$2,988,580	\$ 117	\$20,980,002	\$3,768	\$ 0	\$ 2,649,325	\$ 163
Dec-21	\$3,434,071	\$ -	\$9,343	\$51,378	\$1,290,205	\$ (1,398)	\$20,027,434	\$ 1,488	\$2,981,758	\$ (6,821)	\$27,794,188	\$3,768	\$ 0	\$ 2,649,530	\$ 205
Jan-22	\$3,604,750	\$ -	\$9,343	\$78,814	\$1,285,984	\$ (4,221)	\$17,029,182	\$ 1,748	\$2,961,937	\$ (19,821)	\$24,970,009	\$3,768	\$ 0	\$ 2,649,785	\$ 254
Feb-22	\$4,375,437	\$ -	\$9,343	\$121,240	\$1,271,947	\$ (14,037)	\$14,030,860	\$ 1,679	\$2,950,429	\$ (11,508)	\$22,759,256	\$3,769	\$ 0	\$ 2,650,071	\$ 286
Mar-22	\$2,220,258	\$ -	\$169,951	\$110,033	\$1,252,942	\$ (19,004)	\$13,508,484	\$ 2,624	\$2,911,526	\$ (38,902)	\$20,173,194	\$3,769	\$ 0	\$ 2,650,623	\$ 553
Apr-22	\$2,791,420	\$ -	\$70,818	\$176,195	\$1,242,775	\$ (10,167.08)	\$9,637,182	\$ 3,697.58	\$2,897,213	\$ (14,313.78)	\$16,815,603	\$3,771	\$ 1	\$ 2,651,497	\$ 873
May-22	\$4,247,725	\$ -	\$11,074	\$45,549	\$1,242,573	\$ (201.42)	\$14,403,969	\$ 6,786.37	\$2,912,488	\$ 15,275.10	\$22,863,378	\$3,773	\$ 2	\$ 2,653,130	\$ 1,633
Jun-22	\$4,058,525	\$ -	\$39,807	\$20,801	\$1,234,913	\$ (7,659.99)	\$23,099,261	\$ 20,814.77	\$2,896,942	\$ 2,148.91	\$31,350,249	\$3,777	\$ 4	\$ 4,508,891	\$ 4,315
Jul-22	\$2,595,941	\$ -	\$31,908	\$32,650	\$1,239,370	\$ 4,456.85	\$17,081,738	\$ 26,954.17	\$2,906,313	\$ 9,371.43	\$23,887,919	\$3,782	\$ 5	\$ 5,313,280	\$ 7,396
Aug-22	\$4,032,958	\$ -	\$21,196	\$26,679	\$1,241,527	\$ 2,157.19	\$10,708,241	\$ 26,503.02	\$2,886,810	\$ (19,503.26)	\$18,917,410	\$3,789	\$ 7	\$ 5,323,185	\$ 9,904
Sep-22	\$2,879,892	\$ -	\$59,371	\$77,234	\$1,223,646	\$ (17,881.27)	\$8,228,495	\$ 20,254.02	\$2,854,205	\$ (32,604.82)	\$15,322,843	\$3,797	\$ 8	\$ 5,334,388	\$ 11,203
Oct-22	\$5,023,270	\$ 406.50	\$32,146	\$116,592	\$1,219,985	\$ (3,660.92)	\$8,300,377	\$ 21,882.42	\$2,849,938	\$ (4,267.20)	\$17,542,309	\$3,807	\$ 10	\$ 5,348,496	\$ 14,108
Nov-22	\$4,217,877	\$ 827.14	\$8,915	\$21,384	\$1,219,829	\$ (156.49)	\$14,025,450	\$ 30,072.39	\$2,865,620	\$ 15,682.21	\$22,359,074	\$3,819	\$ 12	\$ 5,365,035	\$ 16,539
Dec-22	\$3,028,831	\$ 1,223.39	\$27,473	\$53,361	\$1,228,862	\$ 9,033.24	\$21,099,475	\$ 74,024.97	\$2,872,216	\$ 6,596.40	\$28,310,218	\$3,832	\$ 14	\$ 5,384,340	\$ 19,305
Jan-23	\$4,245,567	\$ 1,037.52	\$39,792	\$76,757	\$1,235,528	\$ 6,666.40	\$16,171,044	\$ 71,569.03	\$2,890,215	\$ 17,999.09	\$24,658,903	\$3,847	\$ 15	\$ 5,405,132	\$ 20,792
Feb-23	\$4,417,833	\$ 1,239.60	\$65,683	\$105,075	\$1,231,190	\$ (4,338.32)	\$14,226,145	\$ 55,101.51	\$2,870,029	\$ (20,186.10)	\$22,915,955	\$3,861	\$ 14	\$ 5,424,773	\$ 19,641
Mar-23	\$2,102,955	\$ 1,068.20	\$8,490	\$23,842	\$1,235,983	\$ 4,793.30	\$14,860,933	\$ 54,787.81	\$2,915,554	\$ 45,524.83	\$21,147,757	\$3,877	\$ 45	\$ 5,436,499	\$ 62,792
Apr-23	\$4,120,303	\$ 1,853.98	\$16,356	\$48,958	\$1,239,505	\$ 3,521.61	\$10,913,416	\$ 52,482.65	\$2,922,246	\$ 6,692.02	\$19,260,783	\$3,893	\$ 61	\$ 5,469,560	\$ 85,220
May-23	\$3,674,695	\$ 1,512.72	\$65,564	\$113,756	\$1,240,332	\$ 827.19	\$19,467,271	\$ 53,855.71	\$2,915,137	\$ (7,108.77)	\$27,476,755	\$3,902	\$ 78	\$ 5,493,555	\$ 109,215
Jun-23	\$3,251,786	\$ 1,862.62	\$86,089	\$153,229	\$1,241,964	\$ 1,632.49	\$29,585,960	\$ 118,688.69	\$2,900,871	\$ (14,266.74)	\$37,219,900	\$3,919	\$ 95	\$ 5,517,311	\$ 23,756
Jul-23	\$5,200,849	\$ 1,196.51	\$26,211	\$34,781	\$1,248,222	\$ 6,257.89	\$19,773,392	\$ 107,431.85	\$2,910,921	\$ 10,050.37	\$29,194,376	\$3,945	\$ 18	\$ 5,542,319	\$ 25,008
Aug-23	\$2,841,008	\$ 2,110.27	\$39,693	\$60,681	\$1,251,708	\$ 3,485.59	\$16,859,987	\$ 86,594.91	\$2,921,768	\$ 10,846.66	\$23,974,845	\$3,963	\$ 18	\$ 5,568,105	\$ 25,787
Sep-23	\$3,707,413	\$ 2,286.67	\$49,929	\$86,478	\$1,254,697	\$ 2,989.22	\$10,927,512	\$ 67,525.14	\$2,920,950	\$ (818.09)	\$18,946,978	\$3,981	\$ 18	\$ 5,593,409	\$ 25,304
Oct-23	\$4,569,016	\$ 1,411.42	\$2,089	\$10,792	\$1,258,944	\$ 4,246.80	\$10,024,861	\$ 47,349.48	\$2,930,601	\$ 9,651.43	\$18,796,303	\$4,000	\$ 19	\$ 5,619,732	\$ 26,324
Nov-23	\$5,880,320	\$ 1,802.11	\$28,877	\$71,496	\$1,269,105	\$ 10,161.35	\$15,077,245	\$ 52,383.37	\$2,960,874	\$ 30,272.89	\$25,287,916	\$4,018	\$ 18	\$ 5,645,467	\$ 25,735
Dec-23	\$3,027,332	\$ 2,283.71	\$34,064	\$32,644	\$1,281,808	\$ 12,703.10	\$24,781,577	\$ 104,332.71	\$2,994,672	\$ 33,797.87	\$32,152,097	\$4,037	\$ 19	\$ 5,672,158	\$ 26,691
Jan-24											\$0				
Feb-24											\$0				
Mar-24											\$0				
Apr-24											\$0				
May-24											\$0				
Jun-24											\$0				

MEMORANDUM

Date: January 17, 2024
From: Theresa McAllister– Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY23 Year End Audited Total Unassigned Fund Balance:	\$26,584,082
Unassigned Fund Balance – 12% Target Per Policy:	\$11,198,981
Unassigned Fund Balance – Excess Above Policy Target:	\$15,385,101
Less: Palmyra Village Streetscape Project – BOS Approval 08.02.23	-118,169
Current Unassigned Fund Balance – Excess Above Policy Target:	\$15,266,932

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

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
A		SERVICE DELIVERY			
A1		Work with FRA to identify support options for Fire and Rescue volunteers.		X	
A2		Perform comprehensive review of existing partnerships with local area support and non-profit groups providing services to Fluvanna residents; review service gaps and identify needed partnerships.	X	X	Begin in Year 1; complete in Year 2
A3		Initiate comprehensive review of traffic throughout the county with a particular focus on high-traffic areas around the Lake Monticello community.		X	
A4		Community transportation options and alternatives.		X	Shared school buses/drivers providing transportation for county residents; TJPDC Rural Transportation work group; JAUNT
A5		Implement annual county volunteer recognition ceremony.		X	
A6		Design implementation plan for professional Fire Chief position.		X	
B		COMMUNICATION			
B1		Develop communication plan to inform residents of County projects, accomplishments, and where tax dollars are spent.		X	
C		PROJECT MANAGEMENT			
C1		Continue Columbia area renewal efforts.	X	X	

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
C2		Complete a Master Water and Sewer (Plan Phase I) to identify sources for the county's long-term water needs; particularly for each of its community planning areas.	X		
C3		Continue Palmyra Village Streetscape	X	X	Phase I: project begins in 2025, street flow, sidewalks, and street parking on Stone Jail Street side of Civil War Park. Phase II: Crosswalks, sidewalks and parking on Main Street.
		C3.1 Review and pursue opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.	X		2022 Smart Scale Grant Awarded.
		C3.2 Research options for civic displays (flags, banners, Notable Residents, etc.)		X	
C4		Successfully oversee and manage Fluvanna County aspects of the James River Water Project.	X	X	
C5		Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.	X	X	
C6		Pursue Fork Union revitalization.		X	
		C6.1 Research options for civic displays (flags, banners, Notable Residents, etc.)		X	
C7		Oversee New Administration Building project.	X	X	Multi-year project.
		C7.1 Create and Issue Request for Proposal for Design	X		
		C7.2 Select Design Firm for design of New Admin Building		X	
D		COMMUNITY DEVELOPMENT & ENRICHMENT			
D1		Draft and a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.	X	X	

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
		D1.1 Adopt Economic Development Strategic Plan.	X		
		D1.2 Implement five-year Economic Development Strategic Plan.		X	
D2		Seek opportunities to coordinate development activity at Fluvanna's northern border with Louisa County.	X	X	
D3		Hold an Economic Development Discussion Forum for local businesses with planning, zoning, building inspections, infrastructure components.	X		
D4		Investigate options for utilizing Dominion proffer - \$500,000 for recreation, green space.	X	X	
D5		Investigate opportunities to support expanded recreation opportunities, arts, and tourism.	X	X	Coordination with State agencies regarding the installation of additional boat ramps along the Rivanna and James Rivers. Fluvanna After Five @ Pleasant Grove.
D6		Research creating a "teaching farm" at PG Park.		X	Collaborative effort - FCPS? Cooperative Extension? Farm Bureau?
D7		Implement stronger Code Enforcement on the County's Spot Blight Abatement program	X	X	
D8		Review the Subdivision Ordinance on Cluster subdivisions; large lot subdivisions.		X	
D9		Review the Zoning Ordinance to look at higher density options between CPA and R4.		X	
E		FINANCIAL STEWARDSHIP AND EFFICIENCY			

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
E1		Reduce the County's reliance on creating and mailing paper checks for payments and implement expanded ACH/EFT transaction options.	X		
E2		Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.	X	X	
E3		Plan for ways to adequately fund, implement and standardize the Capital Improvement Plan, eliminating deferred CIP projects.		X	