



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Budget Work Session at 5:00 pm

Morris Room, Fluvanna County Administration Building

Circuit Courtroom, Fluvanna Courts Building

Regular Meeting at 6:00 pm

February 19, 2025

TAB AGENDA ITEMS

A – CALL TO ORDER

B – PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

C – BUDGET WORK SESSION

FCPS FY26 Adopted Budget Presentation

RECESS – DINNER BREAK

RECONVENE @ 6:00pm

TAB AGENDA ITEMS

1 - CALL TO ORDER

2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3 – ADOPTION OF AGENDA

4 – COUNTY ADMINISTRATOR’S REPORT

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – APPOINTMENTS

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

- A EDTAC Update from Gateway Signs Subcommittee – David Wells, EDTAC Chair; Nina Monroe, EDTAC Vice-Chair; Cathy Tatro; Suzy Morris; Ben Shaw
- B Comprehensive Plan update – Todd Fortune, Director of Planning

8 – ACTION MATTERS

- C Confirmation of Local Emergency Declaration – Eric Dahl, County Administrator
- D Funding for Deed of Easement and Utility Agreement with Macon Properties, LLC – Dan Whitten, County Attorney
- E Zion 3 Notch, LLC Development Agreement – Dan Whitten, County Attorney

9 – PUBLIC HEARING

- F ZTA 24:08 Amendments to the Fluvanna County Zoning Ordinances Regarding Day Homes – Todd Fortune, Director of Planning
- G ZTA 24:10 ZTA 24:10 – Amendments to the Fluvanna County Zoning Ordinances to correct the definition of “front yard” – Todd Fortune, Director of Planning

10 – CONSENT AGENDA

- H Minutes of February 5, 2025 – Caitlin Solis, Clerk to the Board

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

11 – UNFINISHED BUSINESS

TBD

12 – NEW BUSINESS

TBD

13 – PUBLIC COMMENTS #2 (5 minutes each)

BUDGET WORK SESSION (CONTINUED)

County Administrator’s FY26 Budget Proposal

Finance Revenue/Expenditures Presentation

14 – CLOSED MEETING AND DINNER RECESS

TBD

15 – ADJOURN



County Administrator Review

PLEDGE OF ALLEGIANCE

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

GENERAL RULES OF ORDER

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

RULES OF PROCEDURE FOR PUBLIC HEARINGS

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

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

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

TAB A

MEETING DATE:	February 19, 2025				
AGENDA TITLE:	EDTAC Update from Gateway Signs Subcommittee				
MOTION(s):	None				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		x			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			x		
STAFF CONTACT(S):	Aaron Spitzer, Parks and Recreation Director Jennifer Schmack, Economic Development Director				
PRESENTER(S):	David Wells, EDTAC Chair; Nina Monroe, EDTAC Vice-Chair; Cathy Tatro; Suzy Morris; Ben Shaw				
RECOMMENDATION:	Proceed with EDTAC Subcommittee Recommendation				
TIMING:	Current				
DISCUSSION:	<p>EDTAC Subcommittee, Gateway Signs, has been working since spring of 2024 to come up with a concept and locations for new "Gateway Signs" for Fluvanna County. The signs are designed to look inviting and welcoming to visitors and residents entering and exiting the county. They are also a different color and design from "County Building" signs as these signs are for all activities available in the county.</p> <p>Since "Gateway Signs" takes a master plan to be considered by VDOT under the TOD program, the EDTAC Subcommittee feels it is beyond what they can do and recommends the Economic Development department take over the project with assistance from the Parks and Recreation department.</p>				
FISCAL IMPACT:	~ \$39,000.00				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	PowerPoint Presentation				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					x

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

TAB B

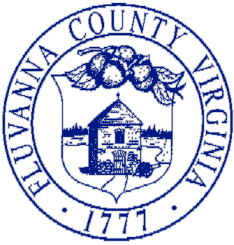
MEETING DATE:	February 19, 2025				
AGENDA TITLE:	Fluvanna County Comprehensive Plan Update				
MOTION(s):	N/A				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Todd Fortune, Director of Planning				
PRESENTER(S):	Todd Fortune, Director of Planning				
RECOMMENDATION:	N/A				
TIMING:	Normal				
DISCUSSION:	An update on the process for updating the Fluvanna County Comprehensive Plan. Specifically, the following items will be updated: <ul style="list-style-type: none"> • Schedule of Community Meetings. • Advisory Group appointments. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

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

TAB C

MEETING DATE:	February 19, 2025				
AGENDA TITLE:	Confirmation of Local Emergency Declaration				
MOTION(s):	I move the Board of Supervisors approve the RESOLUTION FOR THE DECLARATION OF LOCAL EMERGENCY effective February 11, 2025 at 8:00am, in response to the effects of winter weather systems impacting the area.				
BOS WORKPLAN?	Yes	No	If yes, list item(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	<p>Beginning Monday, February 10, 2025, Fluvanna County Public Safety and Emergency Management Staff determined that the threat of potential injury from winter weather, forecast to impact Central Virginia, was great enough to warrant coordinated local government action to prevent or alleviate any potential damage, loss, hardship, or suffering. A Declaration of Local Emergency grants Fluvanna County access to state and federal resources in order to address any public safety needs that may arise as a result of the anticipated storm and its residual effects.</p> <p>Governor Glenn Youngkin declared a State of Emergency on Monday, February 10, 2025.</p> <p>This action is consistent with the requirements of the Code of Virginia Emergency Services and Disaster Law.</p> <p>Code of Virginia § 44-146.21. Declaration of local emergency. (a) A local emergency may be declared by the local director of emergency management with the consent of the governing body of the political subdivision. In the event the governing body cannot convene due to the disaster or other exigent circumstances, the director, or in his absence, the deputy director, or in the absence of both the director and deputy director, any member of the governing body may declare the existence of a local emergency, subject to confirmation by the governing body at its next regularly scheduled meeting or at a special meeting within 45 days of the declaration, whichever occurs first. The governing body, when in its judgment</p>				

	all emergency actions have been taken, shall take appropriate action to end the declared emergency.				
FISCAL IMPACT:	Should the County need to take extraordinary emergency actions, and as long as the Commonwealth and locality cost thresholds are met, this will allow for reimbursement to the locality.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Resolution for Declaration of Local Emergency • Letter from Eric Dahl, County Administrator declaring the Local Emergency • Governor Youngkin Executive Order 45 –Declaration of a State of Emergency Due to Severe Winter Weather Systems 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

BOARD OF SUPERVISORS

Christopher Fairchild
Chair
Cunningham District

Anthony P. "Tony" O'Brien
Vice Chair
Rivanna District

John M. "Mike" Sheridan
Columbia District

David M. "Mike" Goad
Fork Union District

Timothy M. Hodge
Palmyra District

COUNTY ADMINISTRATION

Eric M. Dahl
County Administrator

Caitlin Solis
Clerk to the Board

February 11, 2025

DECLARATION OF LOCAL EMERGENCY

I, the undersigned, County Administrator and Director of Emergency Management for Fluvanna County, Virginia, determined that the threat of potential injury from winter weather systems moving through the area to be great enough to warrant coordinated local government action to prevent or alleviate any potential damage, loss, hardship, or suffering.

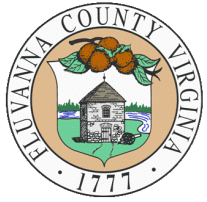
On February 10, 2025, Governor Youngkin declared a State of Emergency throughout the Commonwealth in advance of winter weather systems forecasted to affect much of the state. The declaration of emergency allows state and local governments to coordinate appropriate assistance to prepare for this event, to alleviate any conditions resulting from the situation, and to implement recovery and mitigation operations and activities to return impacted areas to pre-event conditions as much as possible. Emergency services shall be conducted in accordance with § 44-146.13 et seq. of the Code.

Therefore, pursuant to Virginia Code Section 44-146.21, I, the undersigned, as Director of Emergency Management, have declared the existence of a local emergency for Fluvanna County, effective February 11, 2025 at 8:00am.

During the existence of said local emergency, the Director of Emergency Management and the Acting Director of Emergency Services, of Fluvanna County respectively, shall have all the powers, functions, and duties prescribed by Virginia Code Section 44-146.21(c) and by the Fluvanna County Emergency Operation Plan in order to mitigate and recover from the effects of said local emergency.

Eric Dahl

County Administrator/ Director of Emergency
Management



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia

RESOLUTION No. 05-2025

RESOLUTION FOR THE DECLARATION OF LOCAL EMERGENCY

WHEREAS, the National Weather Service has issued a Winter Storm Warning for Fluvanna County in anticipation of the arrival of winter weather systems currently moving into the Commonwealth and expected to bring significant snowfall amounts, potentially causing significant disruption, impacting transportation, and causing power outages; and

WHEREAS, County Public Safety and Emergency Management Staff, and the Director of Emergency Management, determined that the threat of potential injury from the forecasted weather was great enough to warrant coordinated local government action to prevent or alleviate any potential damage, loss, hardship, or suffering; and

WHEREAS, a State of Emergency throughout the Commonwealth was previously declared by the Governor on February 10, 2025;

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Virginia Code Section 44-146.21, the Director of Emergency Management has declared the existence of a local emergency for Fluvanna County, which such local emergency exists throughout Fluvanna County effective retroactively to Tuesday, February 11, 2025 at 8:00am and expiring on February 28, 2025, and to which declaration the Board of Supervisors hereby consents; and

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

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 19th day of February, 2025:

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

A Copy, teste:

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

 Tony O'Brien
 Vice Chair, Board of Supervisors
 Fluvanna County, Virginia



Commonwealth of Virginia
Office of the Governor

Executive Order

NUMBER FORTY-FIVE (2025)

DECLARATION OF A STATE OF EMERGENCY DUE TO SEVERE WINTER WEATHER SYSTEMS

Importance of the Issue

The Virginia Emergency Operations Center has been actively monitoring the movement of several winter weather systems heading toward Virginia, with the anticipated arrival of the most severe impacts Monday evening into the morning of Tuesday, February 11, 2025. The National Weather Service forecasts are predicting areas of accumulating snow, freezing rain, ice, and excessive rainfall that could cause flooding, power outages, and hazardous travel conditions. Accordingly, the pre-positioning of response assets and supplies will be necessary to assist our local and state partners. The Virginia Emergency Support Team will activate for this incident.

The health and general welfare of the citizens of the Commonwealth require that state action be taken to help alleviate the conditions caused by these systems. The effects of these storms constitute a disaster wherein human life and public and private property are imperiled, as described in § 44-146.16 of the *Code of Virginia* (the *Code*). Therefore, by virtue of the authority vested in me by Article V, Section 7 of the Constitution of Virginia, by §§ 44-146.17 and 44-75.1 of the *Code*, as Governor and Director of Emergency Management and Commander-in-Chief of the Commonwealth's Armed Forces, I proclaim a state of emergency. Accordingly, I direct state and local governments to render appropriate assistance to prepare for this event, to alleviate any conditions resulting from the situation, and to implement recovery and mitigation operations and activities so as to return impacted areas to pre-event conditions as much as possible. Emergency services shall be conducted in accordance with § 44-146.13 et seq. of the *Code*.

Following a declaration of a local emergency pursuant to § 44-146.21 of the *Code*, if a local governing body determines that evacuation is deemed necessary for the preservation of life or other emergency mitigation, response or recovery, pursuant to § 44-146.17(A)(1) of the *Code*, I direct the evacuation of all or part of the populace therein from such areas and upon such timetable as the local governing body, in coordination with the Virginia

Emergency Operations Center (VEOC), acting on behalf of the State Coordinator of Emergency Management, shall determine. Notwithstanding the foregoing, I reserve the right to direct and compel evacuation from the same and different areas and determine a different timetable both where local governing bodies have made such a determination and where local governing bodies have not made such a determination. Violations of any order to citizens to evacuate shall constitute a violation of this Executive Order and are punishable as a Class 1 misdemeanor.

This Executive Order also covers preparatory actions for this event that began on February 9, 2025.

Directive

In order to marshal all public resources and appropriate preparedness, response, and recovery measures, I order the following actions:

1. Implementation by state agencies of the Commonwealth of Virginia Emergency Operations Plan, as amended, along with other appropriate state plans.
2. Activation of the Virginia Emergency Operations Center and the Virginia Emergency Support Team, as directed by the State Coordinator of Emergency Management, to coordinate the provision of assistance to state, local, and tribal governments and to facilitate emergency services assignments to other agencies; activation of the Emergency Management Assistance Compact § 44-146.28:1 of the *Code*, as needed.
3. Authorization for the heads of executive branch agencies, on behalf of their regulatory boards as appropriate, and with the concurrence of their Cabinet Secretary, to waive any state requirement or regulation, and enter into contracts without regard to normal procedures or formalities, and without regard to application or permit fees or royalties. All waivers issued by agencies shall be posted on their websites.
4. Activation of § 59.1-525 et seq. of the *Code* related to price gouging.
5. Authorization of a maximum of \$1,000,000 in state sum sufficient funds for state and local government mission assignments and state response and recovery operations authorized and coordinated through the Virginia Department of Emergency Management allowable by The Stafford Act, 42 U.S.C. § 5121 et seq. Included in this authorization is \$500,000 for the Department of Military Affairs.
6. Activation of the Virginia National Guard to State Active Duty.

Effective Date of this Executive Order

This Executive Order shall be effective February 10, 2025, and shall remain in full force and effect for 30 days pursuant to § 44-146.17(A)(1) of the *Code*, unless sooner amended or rescinded by further executive order.

Termination of this Executive Order is not intended to terminate any federal type benefits granted or to be granted due to injury or death as a result of service under this Executive

Order.

Given under my hand and under the Seal of the Commonwealth of Virginia, this 10th day of February 2025.




Glenn Youngkin, Governor

Attest:



Kelly Gee, Secretary of the Commonwealth

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

TAC D

MEETING DATE:	February 19, 2025				
AGENDA TITLE:	Funding for Deed of Easement and Utility Agreement with Macon Properties, LLC				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation in the amount of \$106,000.00 from Unassigned Fund Balance to the Zion Crossroads Water and Sewer System budget to provide funding for the Deed of Easement and Utility Agreement with Macon Properties, LLC.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	I recommend approval of the motions as stated above.				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The County approved a Deed of Easement and Utility Agreement with Macon Properties, LLC on January 22, 2025. • The consideration for the Deed of Easement is \$37,000. The variable width utility easement will allow for the construction of a gravity sewer line. • The County approved a payment of \$69,000 as part of the Utility Agreement for Macon Properties, LLC to upgrade the sewer force main to ductile iron. 				
FISCAL IMPACT:	\$106,000 to come from Unassigned Fund Balance.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Deed of Easement with Macon Properties, LLC • Utility Agreement with Macon Properties, LLC • Plat showing the variable width utility easement 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				COAD

**UTILITY AGREEMENT BETWEEN MACON PROPERTIES, LLC
AND FLUVANNA COUNTY, VIRGINIA**

THIS AGREEMENT, made this ____ day of _____, 2025 by and between FLUVANNA COUNTY, a political subdivision of the Commonwealth of Virginia, hereinafter called the “County”, party of the first part; and MACON PROPERTIES, LLC, a Virginia limited liability company, hereinafter called “Owner”, party of the second part.

WITNESSETH:

WHEREAS, the Owner dedicated a utility easement (“Easement”) to the County by deed of easement dated November 19, 2017 and recorded November 29, 2018 in the Clerk’s Office of the Circuit Court of Fluvanna County, Virginia as Instrument Number 180003696;

WHEREAS, the Owner plans to construct a building on tax map number 5-A-55X which includes the construction of a parking lot over the Easement;

WHEREAS, the Owner plans to file a site plan with the County;

WHEREAS, the sewer force main (“Sewer Force Main”) within the Easement is constructed of PVC C909 and cannot support a parking lot;

WHEREAS, the County agrees to contribute \$69,000 to the cost of upgrading the Sewer Force Main to ductile iron;

WHEREAS, the Owner is willing to pay all additional design and construction costs for upgrading the Sewer Force Main to ductile iron;

WHEREAS, once the Sewer Force Main is upgraded to ductile iron, the Owner will have the right to construct, maintain, and use roadways, trails, parking lots and driveways over the Easement.

NOW THEREFORE, this AGREEMENT, by the parties herein to-wit:

1. Description of Sewer Force Main:

The Sewer Force Main is located within the Easement and is currently constructed of PVC C909.

2. Design of Upgrade to Sewer Force Main:

- a) The Owner will be responsible for hiring an engineer to design the upgrade of the Sewer Force Main to ductile iron.
- b) The Owner will provide all design documents for the Sewer Force Main upgrade to the County and Dewberry Engineers, Inc. (“Dewberry”) who must approve the design before construction begins.
- c) The Owner will be responsible for all design costs.

3. Approval of Upgrades

The County and its engineer, Dewberry, must approve the construction of the upgrade of the Sewer Force Main to ductile iron before it is accepted into the County Water and Sewer System, such approval not being unreasonably denied.

4. Maintenance/Repairs

After the County has accepted the Sewer Force Main into the water/sewer system, the County will be responsible for all maintenance and repairs on the Sewer Force Main.

5. County Payment:

- a) The County shall pay to the Owner \$34,500 upon 50% completion of upgrading the Sewer Force Main.
- b) The County shall pay to the Owner \$34,500 upon 100% final completion of upgrading the Sewer Force Main.
- c) The County must accept the Sewer Force Main into the County Water and Sewer System before the payment will be made, such acceptance not being unreasonably denied.
- d) Such payments outlined in Sections 1(a) and 1(b) shall be paid by the County to the Owner within twenty (20) days of receiving an invoice from the Owner.
- e) The Owner will be responsible for all costs of upgrading the Sewer Force Main that are not covered by the payments outlined in Section 1(a) and 1(b).

6. Approval of Site Plan

- a) The Owner plans to file a major site plan for a building to be located on Tax Map Parcel 5-A-55X.
- b) After the Owner has met all of the requirements of the County Code and Virginia Code and regulations, the County will send the sketch plan to the Planning Commission for acceptance.
- c) The County will not consider approval of the final site plan until the Easement has been recorded.

7. Term for Completion:

The Owner shall have a period of eighteen (18) months to complete the upgrade of the Sewer Force Main to ductile iron. The County has the option of extending the term for completion by an additional six (6) month period.

8. Damage to Property:

After the County has accepted the Sewer Force Main into the County Water and Sewer System, the County shall be responsible to repair any asphalt that is damaged within the Easement when the County is completing work within the Easement.

9. Default:

- A. In the event that the Owner shall for any reason or through any cause be in default of the terms of this Agreement, the County may give the Owner written notice of such default.

Unless otherwise provided, Owner shall then have thirty (30) days from the date such notice is received to cure the default, provided, however, such period may be extended for up to an additional sixty (60) days if Owner, in the discretion of the County, is diligently pursuing a cure. Upon failure of the Owner to cure the default, the County may immediately cancel and terminate this Agreement as of the date of the default notice and shall be entitled to pursue all other remedies available by law.

In the event of violations of material applicable law, safety or health standards and regulations by Owner, this Agreement may be immediately canceled and terminated by the County with written notice to Owner, and provisions herein and the foregoing opportunity to cure default shall not be applicable.

B. In the event of a breach or default by the County with any of its obligations and duties in this Agreement, Owner shall be entitled to its damages and costs incurred as a result of any such breach or default including but not limited to all reasonable attorney fees and costs incurred in any litigation.

10. Virginia Contract:

This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

11. License and Permits:

The Owner shall comply with all applicable federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of its obligations set forth herein. The Owner represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work. Owner further represents that it is a company in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of this Agreement. The Owner shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of its obligations set forth herein.

12. Venue:

Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Fluvanna County, Virginia.

13. Notice:

If to County: County of Fluvanna, Virginia
P.O. Box 540
Palmyra, VA 22963

Attn: County Attorney

If to Owner: Macon Properties, LLC
P.O. Box 1538
Ashland, Virginia 23005

With a Copy to: William D. Hamner, Esq.
Lane & Hamner, P.C.
3520-A Courthouse Road
North Chesterfield, VA 23236

All notices under this Agreement, including change of address, shall be in writing and shall be deemed given (i) when hand delivered, (ii) one business day after being delivered to a nationally recognized overnight delivery service for next business day delivery, (iii) three business days after being deposited in the United States Mail, postage prepaid via first class mail, or (iv) one business day after being sent by email (unless sender receives a notice of non-delivery during that time period) or upon confirmed receipt, whichever is earlier, and in all events addressed to the addresses shown above. The parties may, at any time, change their notice address by giving notice to all other parties. In addition to the above, any written notice given in any manner shall be effective, if not already deemed effective, when actually received.

14. Non-assignment:

The Owner shall not assign its respective rights and duties under this Agreement without the prior written consent of the County, which consent shall not be unreasonably withheld.

15. Modification:

There may be no modification of this Agreement, except in writing, executed by the authorized representatives of the parties.

16. Successors and Assigns:

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

17. Severability:

If any part, term, or provision of this Agreement, shall be found by a court of competent jurisdiction to be legally invalid or unenforceable, then such provision or

portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of the Agreement shall not affect the validity of any other provision or portion of the Agreement.

18. Waivers:

The failure of any party to insist upon strict performance of any obligation in this Agreement shall not constitute a waiver of said party's right to demand strict compliance therewith in the future.

19. Authority to Sign:

The undersigned representative of the Owner represents and warrants that he/she is authorized to execute this Agreement on behalf of the Owner and that the execution and delivery of this Agreement has been duly authorized by all appropriate and necessary action.

20. Counterparts:

This Agreement may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

21. Non-Appropriation:

It is understood and agreed between the parties hereto that the County shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Agreement.

22. Indemnification/Hold Harmless:

The Owner shall, during the term of the contract, indemnify, defend and hold harmless the County from and against any and all losses, damages, claims, fines, penalties, suits and costs, including bodily injury or death of any person(s), or loss or damage to property, as well as fines, assessments and penalties imposed by any authority which may arise out of any violations of law by, and all acts and omissions of the Owner, the Owner's agents, employees occurring in connection with the products, completed operations, and other services covered herein, to be provided or completed by Owner pursuant to the Agreement, and involving no negligent act of omission on the part of the County.

In witness whereof, the parties hereafter have caused the same to be signed as of the date above and by their duly authorized officers.

Witness the following duly authorized signatures and seals made after proper approval by the company.

Macon Properties, LLC

By: _____ (SEAL)
James T. McManus, Member

By: _____ (SEAL)
Carolyn L. Miller, Member

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by James T. McManus, Member of Macon Properties, LLC on behalf of the Company.

Notary Public [SEAL]

My commission expires:
Notary registration number:

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Carolyn L. Miller, Member of Macon Properties, LLC on behalf of the Company.

Notary Public [SEAL]

My commission expires:
Notary registration number

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

BY: _____ (SEAL)
Eric M. Dahl, County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
2025, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, a political
subdivision of the Commonwealth of Virginia.

Notary Public [SEAL]

My commission expires:
Notary registration number:

APPROVED AS TO FORM:

FLUVANNA COUNTY ATTORNEY

Prepared by and return to:
Dan N. Whitten, Esquire (VSB #79205)
Fluvanna County Attorney
132 Main Street
Palmyra, Virginia 22963

Tax Map: 5-A-55X
5-A-55A
Consideration: \$ 37,000

This deed is exempt from recordation tax and Clerk’s fee pursuant to Virginia Code §§ 58.1-811(A)(3), 58.1-811(C)(5) and 17.1-266.

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this _____ day of _____, 2025 by and between **MACON PROPERTIES, 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"), whose address is: P. O. Box 540, Palmyra, Virginia 22963.

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 as shown on a plat by Kenneth R. Blaylock, Jr., Land Surveyor, dated February 7, 2025, and entitled “PLAT SHOWING A VARIABLE WIDTH UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS LYING ON THE WEST SIDE OF JAMES MADISON HIGHWAY” (the “Plat”), a copy of which plat is attached hereto and made a part hereof;

WHEREAS Grantor is willing to convey to Grantee certain permanent easements and temporary construction 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 unto Grantee, its successors and assigns, (i) perpetual, non-exclusive easements and rights-of-way over, under, through, upon, and across the Property, to construct, install, maintain, operate, inspect, alter, add to, repair, replace, survey, and extend one or more present and/or future sanitary sewer lines, together with pipes, pumps, valves, connections, inlet structures, manholes, equipment, facilities, and other appurtenances to a water and/or sewer system, (all of the foregoing, collectively the “Facilities”); and (ii) a temporary construction easement for the construction and installation of the Facilities and the associated water and/or sewer system, including but not limited to staging, storage, and other related activities. The easements granted hereby are shown, respectively, as “VARIABLE WIDTH UTILITY EASEMENT”, and “10’ Temporary Construction 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.
3. Grantee shall have the right to use any temporary construction easement for the purposes stated herein only during the original construction and installation of the Facilities and the associated water and/or sewer system and for a period of one (1) year thereafter. This right shall not be construed to allow Grantee to erect any building, structure or facility of a permanent nature in the area of any such temporary construction easement and such temporary construction

easement shall terminate one (1) year after completion of the original construction and installation of the Facilities and the associated water and/or sewer system.

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 and the replacement of asphalt and/or concrete. 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, parking lots 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. Grantee agrees that all pipe placed within the easements will be constructed with ductile iron.

8. If the Grantee needs to work within the easements, and any asphalt is impacted by such work, the Grantee will be responsible for repairing and/or replacing the asphalt.

9. 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.

10. 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.

11. Grantee shall provide at no charge to Grantor two 1” sewer connections to the sewer line when the Grantor requests the connections. Even if the cost of the connection increases in the future, the Grantor will still receive the two 1” sewer connections at no charge.

12. 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.

The signature of Eric M. Dahl, County Administrator, is affixed hereto on behalf of Grantee pursuant to a motion duly adopted by the Board of Supervisors of the County of Fluvanna on January 8, 2025, to evidence the acceptance of this deed in accordance with Virginia Code § 15.2-1803, as amended.

[Signature pages follow.]

Witness the following duly authorized signatures and seals made after proper approval by the company.

Macon Properties, LLC

By: _____ (SEAL)
James T. McManus, Member

By: _____ (SEAL)
Carolyn L. Miller, Member

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by James T. McManus, Member of Macon Properties, LLC on behalf of the Company.

Notary Public [SEAL]

My commission expires:
Notary registration number:

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Carolyn L. Miller, Member of Macon Properties, LLC on behalf of the Company.

Notary Public [SEAL]

My commission expires:
Notary registration number:

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

BY: _____ (SEAL)
Eric M. Dahl, County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
2025, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, a political
subdivision of the Commonwealth of Virginia.

Notary Public [SEAL]

My commission expires:
Notary registration number:

APPROVED AS TO FORM:

FLUVANNA COUNTY ATTORNEY

Schedule A

TMP 5-A-55X

Current Owner: Macon Properties LLC

5.789 acres, more or less

All that certain lot, piece or parcel of land lying and being in Fluvanna County, Virginia, containing 5.789 acres, more or less, as shown on plat of survey prepared by Meridian Planning Group, LLC, dated January 31, 2014, and entitled 'Final Subdivision Plat for Tax Map 5, Section A, Parcel 55, The Serenity Partners, LLC Property and Boundary Adjustment for Tax Map 5, Section A, Parcel 55X, The Starlite LLC Property, Palmyra District, Fluvanna County, Virginia', recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia in Plat Book 3, pages 186 and 187.

BEING the same property conveyed to Macon Properties LLC, a Virginia limited liability company by deed from Starlite, LLC, a Virginia limited liability company, dated October 14, 2015 and recorded November 13, 2015, in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia in Deed Book 951, page 293.

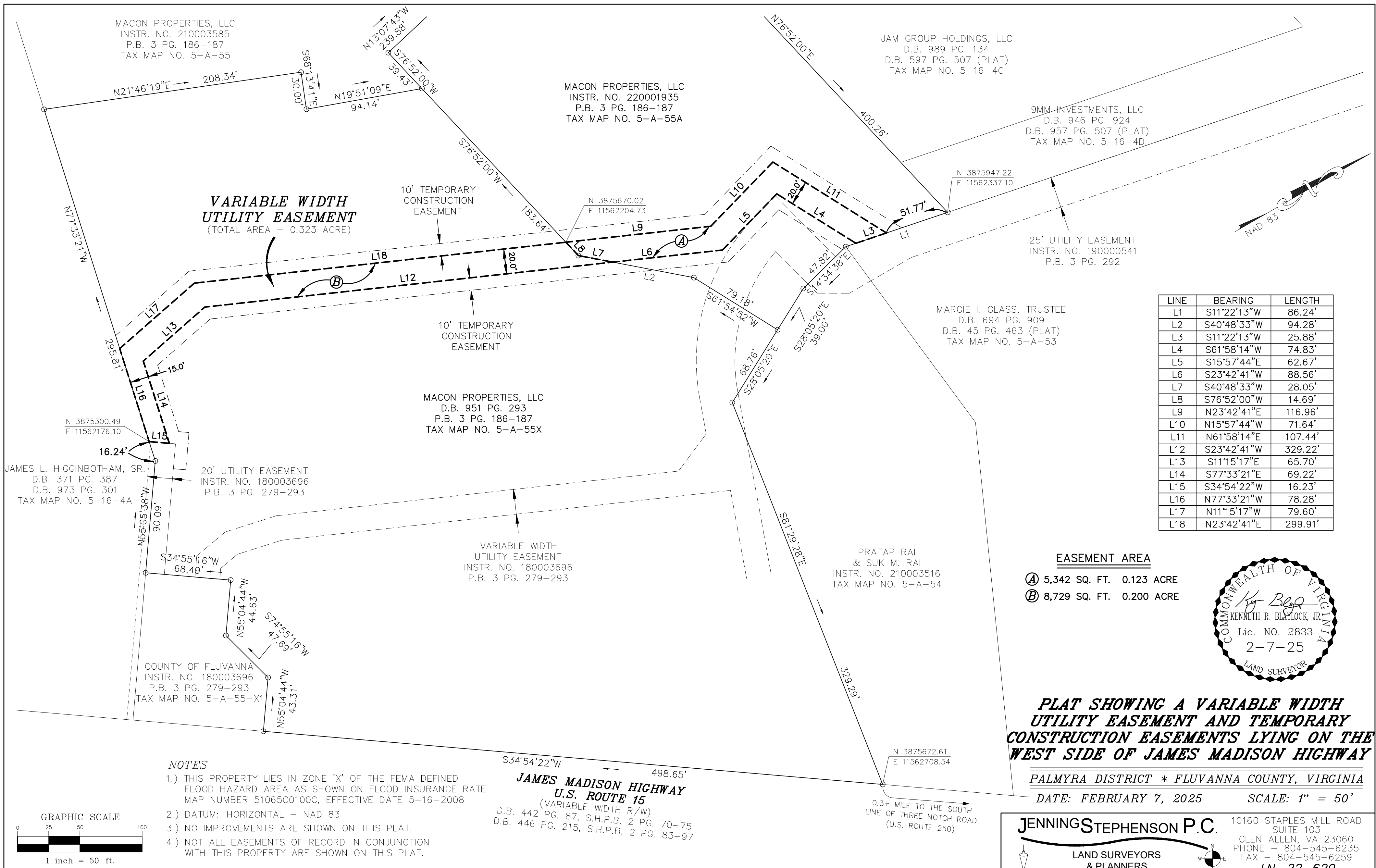
TMP 5-A-55A

Current Owner: Macon Properties LLC

1.902 acres, more or less

All that certain lot or parcel of land lying and being situate in the Palmyra District of Fluvanna County, Virginia, containing 1.902 acres, more or less, being more particularly shown and described as Lot 1 on a plat made by Meridian Planning Group, LLC, dated January 31, 2014, and recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia in Plat Book 3, Page 186.

BEING the same property conveyed to Macon Properties, LLC, a Virginia limited liability company by Deed from PT Holdings, LLC, a Virginia limited liability company, dated May 23, 2022 and recorded May 25, 2022 in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia as Instrument #220001935.



LINE	BEARING	LENGTH
L1	S11°22'13"W	86.24'
L2	S40°48'33"W	94.28'
L3	S11°22'13"W	25.88'
L4	S61°58'14"W	74.83'
L5	S15°57'44"E	62.67'
L6	S23°42'41"W	88.56'
L7	S40°48'33"W	28.05'
L8	S76°52'00"W	14.69'
L9	N23°42'41"E	116.96'
L10	N15°57'44"W	71.64'
L11	N61°58'14"E	107.44'
L12	S23°42'41"W	329.22'
L13	S11°15'17"E	65.70'
L14	S77°33'21"E	69.22'
L15	S34°54'22"W	16.23'
L16	N77°33'21"W	78.28'
L17	N11°15'17"W	79.60'
L18	N23°42'41"E	299.91'

EASEMENT AREA
 (A) 5,342 SQ. FT. 0.123 ACRE
 (B) 8,729 SQ. FT. 0.200 ACRE



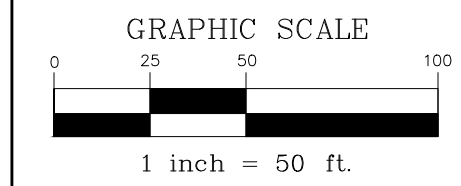
PLAT SHOWING A VARIABLE WIDTH UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS LYING ON THE WEST SIDE OF JAMES MADISON HIGHWAY

PALMYRA DISTRICT * FLUVANNA COUNTY, VIRGINIA

DATE: FEBRUARY 7, 2025 SCALE: 1" = 50'

JENNINGSSTEPHENSON P.C. 10160 STAPLES MILL ROAD SUITE 103
 LAND SURVEYORS & PLANNERS GLEN ALLEN, VA 23060
 PHONE - 804-545-6235
 FAX - 804-545-6259
 J.N. 22-629

- NOTES**
- 1.) THIS PROPERTY LIES IN ZONE 'X' OF THE FEMA DEFINED FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 51065C0100C, EFFECTIVE DATE 5-16-2008
 - 2.) DATUM: HORIZONTAL - NAD 83
 - 3.) NO IMPROVEMENTS ARE SHOWN ON THIS PLAT.
 - 4.) NOT ALL EASEMENTS OF RECORD IN CONJUNCTION WITH THIS PROPERTY ARE SHOWN ON THIS PLAT.



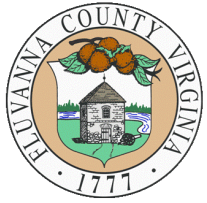
JAMES MADISON HIGHWAY U.S. ROUTE 15
 (VARIABLE WIDTH R/W)
 D.B. 442 PG. 87, S.H.P.B. 2 PG. 70-75
 D.B. 446 PG. 215, S.H.P.B. 2 PG. 83-97

0.3± MILE TO THE SOUTH
 LINE OF THREE NOTCH ROAD
 (U.S. ROUTE 250)

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

TAB E

MEETING DATE:	February 19, 2025				
AGENDA TITLE:	Zion 3 Notch, LLC Development Agreement				
MOTION(s):	I move the Board of Supervisors approve a Resolution Authorizing the Revised Development Agreement Between Fluvanna County, the Economic Development Authority of Fluvanna County, and Zion 3 Notch LLC, and authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):	D1	
	X				
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	This revised Development Agreement provides additional clarification for the project. The agreement extends the timeline to complete the construction of the gravity sewer line. The agreement also amends the amount of consideration under the agreement for completing construction.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Resolution • Development Agreement 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. __-2025

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

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

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

WHEREAS, the County, the EDA and the Company desire to execute a revised Development Agreement that will offer an additional grant (“Grant”) of Seventy-Four Thousand Dollars (\$74,000) for a total of One Hundred and Seventy-Nine Thousand Dollars (\$179,000) to the Company after the Company completes construction of a sewer line improvement project; and

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

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

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

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 19th day of February 2025:

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

Attest:

Christopher S. Fairchild, Chair
Fluvanna County Board of Supervisors

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (“Agreement”) made and entered this ____ day of _____, 2025, by and among the **COUNTY OF FLUVANNA, VIRGINIA** (the “Locality”) a political subdivision of the Commonwealth of Virginia, **ZION 3 NOTCH LLC** (the “Company”), a Delaware limited liability company, and the **ECONOMIC DEVELOPMENT AUTHORITY OF FLUVANNA COUNTY, VIRGINIA** (the “Authority”), a political subdivision of the Commonwealth.

WITNESSETH:

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

WHEREAS, the Company qualifies for an additional development agreement grant of Seventy Four Thousand Dollars (\$74,000) for a total of One Hundred and Seventy-Nine Thousand Dollars (\$179,000) (“Grant”) after completing construction of the Project outlined below for the purpose of inducing the Company to purchase, improve, equip, and operate a convenience store (“Convenience Store”) located on James Madison Highway in Troy, Virginia, thereby making a significant capital investment, and creating and maintaining a significant number of new jobs; and

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

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

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

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

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

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

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

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

Section 1. Recitations.

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

Section 2. Definitions.

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

“Performance Date” means June 30, 2026. If the Locality, in consultation with the Authority, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Target (as hereinafter defined), the Company may request an extension of the Performance Date by up to 12 months. Any extension of the Performance Date shall require the prior approval of the Locality and the Authority. If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority and the Company and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

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

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

Section 2. Grant.

The Company will be eligible for a Grant of One Hundred and Seventy-Nine Thousand Dollars (\$179,000).

Section 3. Target.

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

Section 4. Disbursement of Grant.

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

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

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

Section 5. Company Reporting.

(a) *Progress Reporting:* The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the Locality and the Authority of the Company's progress on the Target. Such progress reports will be provided quarterly, starting on July 1, 2025, and covering the period through the prior quarter. Further, the Company shall provide such progress reports at such other times as the Locality or the Authority may reasonably require.

(b) *Financial Reporting:* The Company shall provide financial reporting on a quarterly basis, starting on July 1, 2025, and covering the period through the prior quarter. The report shall show the current financial expenditures on the Project.

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

Section 6. Notices.

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

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

if to the Company, to:

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

if to the Locality, to:

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

with a copy to:

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

if to the Authority, to:

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

Section 7. Miscellaneous.

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

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

COUNTY OF FLUVANNA, VIRGINIA

By _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Dan Whitten,
County Attorney

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

By _____

Name: _____

Title: _____

Date: _____

ZION 3 NOTCH LLC

By _____

Name: _____

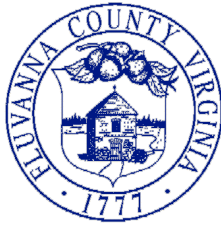
Title: _____

Date: _____

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

TAB F

MEETING DATE:	February 19, 2025				
AGENDA TITLE:	ZTA 24:08 – Amendments to the Fluvanna County Zoning Ordinances, amending §§22-4-2.1, 22-4-2.2, 22-5-2.2, 22-6-2.2, 22-7-9.2, 22-8-2.2, 22-9-2.1, 22-10-3, and 22-22-1 to lower the threshold number of children served in licensed Family Day Homes from six to five in accordance with Virginia Code requirements, and to clarify related definitions.				
MOTION(s):	I move that the Board of Supervisors (approve / deny / defer) ZTA 24:08, an ordinance to amend and reordain “The Code of the County of Fluvanna, Virginia” by amending § amending §§22-4-2.1, 22-4-2.2, 22-5-2.2, 22-6-2.2, 22-7-9.2, 22-8-2.2, 22-9-2.1, 22-10-3, and 22-22-1 to lower the threshold number of children served in licensed Family Day Homes from six to five in accordance with Virginia Code requirements, and to clarify related definitions.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Dan Whitten, County Attorney; Todd Fortune, Director of Planning				
PRESENTER(S):	Dan Whitten, County Attorney; Todd Fortune, Director of Planning				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	Proposed amendments to the County Code, §§22-4-2.1, 22-4-2.2, 22-5-2.2, 22-6-2.2, 22-7-9.2, 22-8-2.2, 22-9-2.1, 22-10-3, and 22-22-1 to lower the threshold number of children served in licensed Family Day Homes from six to five in accordance with Virginia Code requirements, and to clarify related definitions.				
FISCAL IMPACT:	None				
POLICY IMPACT:	This change, if approved, would lower the licensing requirement threshold for Family Day Homes from six to five children, and replace outdated usage terms with the terms used in the Virginia Code.				
LEGISLATIVE HISTORY:	This proposed Zoning Text Amendment was presented to the Planning Commission for review on December 10, 2024. The Commission, by a vote of 4-0 (with one absent), recommended approval of the proposed amendment.				
ENCLOSURES:	<ul style="list-style-type: none"> • Staff Report • Proposed Ordinance Amendment 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2025-02-19 p.53/88

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

BOARD OF SUPERVISORS STAFF REPORT

To: Fluvanna County Board of Supervisors

From: Dan Whitten, County Attorney; and Todd Fortune, Director of Planning

Case Number: ZTA 24:08

District: Countywide Amendment

General Information: This Zoning Text Amendment request is to be heard by the Fluvanna County Board of Supervisors on Wednesday, February 19, 2025 at 7:00 pm in the in the Fluvanna County Circuit Court.

Requested Action: Approval of amendments to the Fluvanna County Zoning Ordinance by amending §§22-4-2.1, 22-4-2.2, 22-5-2.2, 22-6-2.2, 22-7-9.2, 22-8-2.2, 22-9-2.1, 22-10-3, and 22-22-1 to lower the threshold number of children served in licensed Family Day Homes from six to five in accordance with Virginia Code requirements, and to clarify related definitions.

Background Information: These amendments lower the licensing requirement threshold for Family Day Homes from six to five children, and replace outdated usage terms with the terms used in the Virginia Code.

Recommended Motion:

I MOVE THAT THE BOARD OF SUPERVISORS (APPROVE / DENY / DEFER) ZTA 24:08 – AN ORDINANCE TO AMEND AND REORDAIN BY AMENDING §§22-4-2.1, 22-4-2.2, 22-5-2.2, 22-6-2.2, 22-7-9.2, 22-8-2.2, 22-9-2.1, 22-10-3, AND 22-22-1 TO LOWER THE THRESHOLD NUMBER OF CHILDREN SERVED IN LICENSED FAMILY DAY HOMES FROM SIX TO FIVE IN ACCORDANCE WITH VIRGINIA CODE REQUIREMENTS, AND TO CLARIFY RELATED DEFINITIONS.

ORDINANCE TO AMEND AND REORDAIN “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA” BY AMENDING §§22-4-2.1, 22-4-2.2, 22-5-2.2, 22-6-2.2, 22-7-9.2, 22-8-2.2, 22-9-2.1, 22-10-3, AND 22-22-1 TO LOWER THE THRESHHOLD NUMBER OF CHILDREN SERVED IN LICENSED FAMILY DAY HOMES FROM SIX TO FIVE IN ACCORDANCE WITH VIRGINIA CODE REQUIREMENTS, AND TO CLARIFY RELATED DEFINITIONS

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 § 22-22-1 as follows:*

CHAPTER 22 ZONING

ARTICLE 4. – AGRICULTURAL, GENERAL, DISTRICT A-1

Sec. 22-4-2.1. - Uses permitted by right.

Commercial Uses

Family daycare homes/**Family day homes**

Sec. 22-4-2.2. - Uses permitted by special use permit only.

Commercial Uses

Adult retirement communities

Amusements, commercial

Assisted living facilities

Automobile repair service establishments

Bed and breakfasts

Boarding houses

Butcher shops

Campgrounds

Camps

Car washes

Cemeteries, commercial

Child day centers

Communications service

Dance halls

Daycare centers

ARTICLE 5. – RESIDENTIAL, LIMITED, DISTRICT R-1

Sec. 22-5-2.2. - Uses permitted by special use permit only.

Commercial Uses

Adult retirement communities

Child day centers

Daycare centers

Family daycare homes/**Family day homes**

ARTICLE 6. – RESIDENTIAL, GENERAL, DISTRICT R-2

Sec. 22-6-2.2. - Uses permitted by special use permit only.

Commercial Uses

Adult retirement communities

Child day centers

Daycare centers

Family daycare homes/**Family day homes**

ARTICLE 7. – RESIDENTIAL, PLANNED COMMUNITY, DISTRICT R-3

Sec. 22-7-9.2. - Uses permitted by special use permit only.

Commercial Uses

Adult retirement communities

Assisted living facilities

Bed and breakfasts

Car washes

Child day centers

Daycare centers

Family daycare homes/**Family day homes**

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

Sec. 22-8-2.2. - Uses permitted by special use permit only.

Commercial Uses

Adult retirement communities

Assisted living facilities

Campgrounds

Child day centers

Daycare centers

Family daycare homes/**Family day homes**

ARTICLE 9. – BUSINESS, GENERAL, DISTRICT B-1

Sec. 22-9-2.1. - Uses permitted by right

Commercial Uses

Assisted living facilities

Auction houses

Automobile repair service establishments

Automobile sales

Bakeries

Bed and breakfasts

Boarding houses

Brewpub

Butcher shops

Car washes

Cemeteries, commercial

Child day centers

Communications service

Corporate offices

Daycare centers

ARTICLE 10. – BUSINESS, CONVENIENCE, DISTRICT B-C

Sec. 22-10-3. - Uses permitted by right.

Commercial Uses

Bakeries

Bed and breakfasts

Brewpub

Butcher shops

Child day centers

Daycare centers

ARTICLE 22. – DEFINITIONS

Sec. 22-22-1. – Rules of construction; definitions.

Child day center: A child day program offered (i) to two (2) or more children under the age of thirteen in a facility that is not the residence of the provider or of any of the children in care or (ii) thirteen (13) or more children at any location. See also *Child day program, Family day home.*

Child day program: A regularly operating service arrangement for children where, during the absence of a parent or guardian, a person or organization has agreed to assume responsibility for the supervision, protection, and well-being of a child under the age of thirteen for less than a twenty-four (24) hour period. See also *Child day center, Family day home.*

Daycare center: See *Child day center, Child day program, and Family day home.*

Family day home: A child day program offered in the residence of the provider or the home of any of the children in care for one (1) through twelve (12) children under the age of thirteen, exclusive of the provider's own children and any children who reside in the home, when at least one (1) child receives care for compensation. **The provider of a licensed or registered family day home shall disclose to the parents or guardians of children in their care the percentage of time per week that persons other than the provider will care for the children.** Family day homes serving ~~six~~ **five (65)** through twelve (12) children, exclusive of the provider's own children and any children who reside in the home, shall be licensed. However, no family day home shall care for more than four (4) children under the age of two, including the provider's own children and any children who reside in the home, unless the family day home is licensed or voluntarily registered. However, a family day home where the children in care are all ~~grandchildren of the provider~~ **related to the provider by blood or marriage** shall not be required to be licensed. See also *Child day center, Child day program.*

Family daycare home: See *Child day center, Child day program, and Family day home.*

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

ORDINANCE TO AMEND AND REORDAIN “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA” BY AMENDING §§22-4-2.1, 22-4-2.2, 22-5-2.2, 22-6-2.2, 22-7-9.2, 22-8-2.2, 22-9-2.1, 22-10-3, AND 22-22-1 TO LOWER THE THRESHHOLD NUMBER OF CHILDREN SERVED IN LICENSED FAMILY DAY HOMES FROM SIX TO FIVE IN ACCORDANCE WITH VIRGINIA CODE REQUIREMENTS, AND TO CLARIFY RELATED DEFINITIONS

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 § 22-22-1 as follows:*

CHAPTER 22 ZONING

ARTICLE 4. – AGRICULTURAL, GENERAL, DISTRICT A-1

Sec. 22-4-2.1. - Uses permitted by right.

Commercial Uses

Family daycare homes/Family day homes

Sec. 22-4-2.2. - Uses permitted by special use permit only.

Commercial Uses

Adult retirement communities

Amusements, commercial

Assisted living facilities

Automobile repair service establishments

Bed and breakfasts

Boarding houses

Butcher shops

Campgrounds

Camps

Car washes

Cemeteries, commercial

Child day centers

Communications service

Dance halls

Daycare centers

ARTICLE 5. – RESIDENTIAL, LIMITED, DISTRICT R-1

Sec. 22-5-2.2. - Uses permitted by special use permit only.

Commercial Uses

Adult retirement communities

Child day centers

Daycare centers

Family daycare homes/Family day homes

ARTICLE 6. – RESIDENTIAL, GENERAL, DISTRICT R-2

Sec. 22-6-2.2. - Uses permitted by special use permit only.

Commercial Uses

Adult retirement communities

Child day centers

Daycare centers

Family daycare homes/Family day homes

ARTICLE 7. – RESIDENTIAL, PLANNED COMMUNITY, DISTRICT R-3

Sec. 22-7-9.2. - Uses permitted by special use permit only.

Commercial Uses

Adult retirement communities

Assisted living facilities

Bed and breakfasts

Car washes

Child day centers

Daycare centers

Family daycare homes/Family day homes

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

Sec. 22-8-2.2. - Uses permitted by special use permit only.

Commercial Uses

Adult retirement communities

Assisted living facilities

Campgrounds

Child day centers

Daycare centers

Family daycare homes/Family day homes

ARTICLE 9. – BUSINESS, GENERAL, DISTRICT B-1

Sec. 22-9-2.1. - Uses permitted by right

Commercial Uses

Assisted living facilities

Auction houses

Automobile repair service establishments

Automobile sales

Bakeries

Bed and breakfasts

Boarding houses

Brewpub

Butcher shops

Car washes

Cemeteries, commercial

Child day centers

Communications service

Corporate offices

Daycare centers

ARTICLE 10. – BUSINESS, CONVENIENCE, DISTRICT B-C

Sec. 22-10-3. - Uses permitted by right.

Commercial Uses

Bakeries

Bed and breakfasts

Brewpub

Butcher shops

Child day centers

Daycare centers

ARTICLE 22. – DEFINITIONS

Sec. 22-22-1. – Rules of construction; definitions.

Child day center: A child day program offered (i) to two (2) or more children under the age of thirteen in a facility that is not the residence of the provider or of any of the children in care or (ii) thirteen (13) or more children at any location. See also *Child day program, Family day home.*

Child day program: A regularly operating service arrangement for children where, during the absence of a parent or guardian, a person or organization has agreed to assume responsibility for the supervision, protection, and well-being of a child under the age of thirteen for less than a twenty-four (24) hour period. See also *Child day center, Family day home.*

Daycare center: See *Child day center, Child day program, and Family day home.*

Family day home: A child day program offered in the residence of the provider or the home of any of the children in care for one (1) through twelve (12) children under the age of thirteen, exclusive of the provider's own children and any children who reside in the home, when at least one (1) child receives care for compensation. The provider of a licensed or registered family day home shall disclose to the parents or guardians of children in their care the percentage of time per week that persons other than the provider will care for the children. Family day homes serving five (5) through twelve (12) children, exclusive of the provider's own children and any children who reside in the home, shall be licensed. However, no family day home shall care for more than four (4) children under the age of two, including the provider's own children and any children who reside in the home, unless the family day home is licensed or voluntarily registered. However, a family day home where the children in care are all related to the provider by blood or marriage shall not be required to be licensed. See also *Child day center, Child day program.*

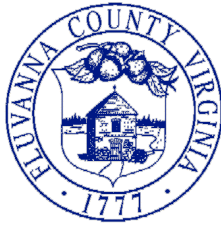
Family daycare home: See *Child day center, Child day program, and Family day home.*

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

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

TAB G

MEETING DATE:	February 19, 2025				
AGENDA TITLE:	ZTA 24:10 – Amendments to the Fluvanna County Zoning Ordinances, amending §22-22-1 to correct the definition of “front yard.”				
MOTION(s):	I move that the Board of Supervisors (approve / deny / defer) ZTA 24:10, an ordinance to amend and reordain “The Code of the County of Fluvanna, Virginia” by amending §22-22-1 to correct the definition of “front yard.”				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Dan Whitten, County Attorney; Todd Fortune, Director of Planning				
PRESENTER(S):	Dan Whitten, County Attorney; Todd Fortune, Director of Planning				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	Proposed amendments to the County Code, §22-22-1 to correct the definition of “front yard.”				
FISCAL IMPACT:	None				
POLICY IMPACT:	This change, if approved, would correct an erroneous definition in the County Code. The definition of “Front Yard” in the Code is incorrect.				
LEGISLATIVE HISTORY:	This proposed Zoning Text Amendment was presented to the Planning Commission for review on December 10, 2024. The Commission, by a vote of 4-0 (with one absent), recommended approval of the proposed amendment.				
ENCLOSURES:	<ul style="list-style-type: none"> • Staff Report • Proposed Ordinance Amendment 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2025-02-19 p.65/88

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

BOARD OF SUPERVISORS STAFF REPORT

To: Fluvanna County Board of Supervisors

From: Dan Whitten, County Attorney; and Todd Fortune, Director of Planning

Case Number: ZTA 24:10

District: Countywide Amendment

General Information: This Zoning Text Amendment request is to be heard by the Fluvanna County Board of Supervisors on Wednesday, February 19, 2025 at 7:00 pm in the in the Fluvanna County Circuit Court.

Requested Action: Approval of amendments to the Fluvanna County Zoning Ordinance by amending §22-22-1 to correct the definition of "front yard."

Background Information: This amendment corrects an error in the text of the definition of "front yard."

Recommended Motion:

I MOVE THAT THE BOARD OF SUPERVISORS (APPROVE / DENY / DEFER) ZTA 24:10 – AN ORDINANCE TO AMEND AND REORDAIN BY AMENDING §22-22-1 TO CORRECT THE DEFINITION OF "FRONT YARD"

ORDINANCE TO AMEND AND REORDAIN “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA” BY AMENDING §22-22-1 TO CORRECT THE DEFINITION OF “FRONT YARD”

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 § 22-22-1 as follows:*

CHAPTER 22 ZONING

ARTICLE 22. – DEFINITIONS

Sec. 22-22-1. – Rules of construction; definitions.

Yard: An open space on a lot other than a court unoccupied and unobstructed from the ground upward by structures except as otherwise provided herein.

Front: An open space on the same lot as a building between the front line of the building (excluding steps and ramps affording pedestrian and wheelchair access) and the front line ~~and the rear line~~ of the lot and extending the full width of the lot.

Rear: An open, unoccupied space on the same lot as a building between the rear line of the building (excluding steps and ramps affording pedestrian and wheelchair access) and the rear line of the lot, and extending the full width of the lot.

Side: An open, unoccupied space on the same lot as a building between the side line of the building (excluding steps and ramps affording pedestrian and wheelchair access) and the side line of the lot, and extending from the front yard line to the rear yard line.

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

ORDINANCE TO AMEND AND REORDAIN “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA” BY AMENDING §22-22-1 TO CORRECT THE DEFINITION OF “FRONT YARD”

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 § 22-22-1 as follows:*

CHAPTER 22 ZONING

ARTICLE 22. – DEFINITIONS

Sec. 22-22-1. – Rules of construction; definitions.

Yard: An open space on a lot other than a court unoccupied and unobstructed from the ground upward by structures except as otherwise provided herein.

Front: An open space on the same lot as a building between the front line of the building (excluding steps and ramps affording pedestrian and wheelchair access) and the front line of the lot and extending the full width of the lot.

Rear: An open, unoccupied space on the same lot as a building between the rear line of the building (excluding steps and ramps affording pedestrian and wheelchair access) and the rear line of the lot, and extending the full width of the lot.

Side: An open, unoccupied space on the same lot as a building between the side line of the building (excluding steps and ramps affording pedestrian and wheelchair access) and the side line of the lot, and extending from the front yard line to the rear yard line.

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

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

TAB H

MEETING DATE:	February 19, 2025				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors February 5, 2025 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday February 5, 2025, be adopted.				
BOS WORKPLAN?	Yes	No	If yes, list item(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 February 5, 2025.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Courtroom, Fluvanna Courts Building
72 Main Street, Palmyra, VA 22963
February 5, 2025
Regular Meeting 5:00pm**

MEMBERS PRESENT: Chris Fairchild, Cunningham District, Chair
Tony O'Brien, Rivanna District, Vice Chair (*entered the meeting at 5:05pm, Participating remotely*)
Mike Goad, Fork Union District
Timothy M. Hodge, Palmyra District
John M. (Mike) Sheridan, Columbia District (*entered the meeting at 5:04pm*)

ABSENT: None.

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

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

At 5:02pm, Chair Fairchild called to order the Regular Meeting of February 5, 2025. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION:	Accept the Agenda, for the February 5, 2025 Regular Meeting of the Board of Supervisors, as presented.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Absent	Absent
RESULT:	3-0				

4 - COUNTY ADMINISTRATOR'S REPORT

Mr. Dahl reported on the following topics:
Announcements and Updates

- Happy belated birthday Mr. Hodge!
 - February 3rd

February is Teenage Violence Awareness Month

- In the United States, up to 19% of teens experience sexual or physical dating violence, about half face stalking or harassment, and as many as 65% report being psychologically abused
- Signs of teen dating violence can include:
 - Telling a partner who they can or cannot hang out with or follow on social media
 - Looking through messages on a partners' phone without permission
 - Inconsistent school attendance
 - Sudden request to change a class schedule
 - Constant worrying about making a partner angry
 - Joking about a partner's violent behavior or temper (US Department of Justice, Office of Justice Programs)
- Talk to your teens about healthy, safe relationships. For more information on teen dating violence and available resources, please visit www.loveisrespect.org, ojp.gov/feature/teen-dating-violence/overview or contact the Fluvanna Victim/Witness Assistance Program at 434-591-1985.

Next BOS Meetings:

Day	Date	Time	Purpose	Location
Wed	Feb 12	5:30 PM	Budget Work Session – Constitutional Officer Briefs	Morris Room
Wed	Feb 12	7:00 PM	County Administrator's FY26 Budget Proposal and Revenue/Expenditure Brief	Morris Room
Wed	Feb 19	5:00 PM	Budget Work Session – FCPS FY25 Adopted Budget Presentation	Morris Room
Wed	Feb 19	6:00 PM	Regular Meeting	Circuit Court

5 - PUBLIC COMMENTS #1

At 5:05pm, Chair Fairchild opened the first round of Public Comments. With no one wishing to speak, Chair Fairchild closed the first round of Public Comments at 5:05pm.

6 – BOARDS AND COMMISSIONS

None.

7 – PRESENTATIONS

None.

Remote Participation Certification for Mr. O’Brien

MOTION:	Accept remote participation for Tony O’Brien from his office due to illness.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:		Second			Motion
VOTE:	Yes	Yes	Yes		Yes
RESULT:	4-0				

8 - ACTION MATTERS

Incentive Plan for Fluvanna County Fire and EMS Volunteers – Eric Dahl, County Administrator

Fluvanna County has been working on an incentive plan for County Fire and EMS volunteers. The goal is to drive recruitment, retention and increased participation of Fluvanna County Volunteers by providing an increased incentive plan for volunteers to staff fire houses and rescue stations more often for immediate response to calls. This will also decrease response times to fire and ems calls.

After considering different options that relate to personal property tax incentives and discussions with the Fire and Rescue Association, a standard Incentive Plan was created that is based upon duty crew hours and/or call hours.

The Incentive Plan provides three different tier incentive amounts based upon duty crew hours and/or call hours served and for leadership and administration.

Tier	Incentive Amount	Hour Requirement
1	\$595	288 Duty Crew Hours/year (minus number of call hours while on Duty Crew).
2	\$300	144 Duty Crew Hours/year (minus number of call hours while on Duty Crew).
3	\$175	Leadership / Administration (limit to 3 per station)

More specific guidelines and criteria can be found in the enclosed Incentive Plan for Fluvanna County Fire and EMS Volunteers.

The implementation date is a major consideration, for when to start the Incentive Plan. The ideal start date would occur for FY26, which would give plenty of time to have the necessary administrative components in place for tracking. If the BOS chooses to start the plan sooner, there would be a lot of administrative work to retroactively make the plan effective for January 1, 2025.

- *After some discussion, the Board agreed to begin the program with an effective date of January 1, 2025, and entering the information manually until July 1, 2025, then using the scheduling software to manage the information.*

MOTION:	Approve the Incentive Plan for Fluvanna County Fire and EMS Volunteers and for FY25 to certify the hours and times spent by volunteers to certify the logs be provided by each station or company chief with an effective date of January 1, 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				

Project Agreement with Enteros Design, P.C. for Space Needs Study – Dan Whitten, County Attorney

- The Board approved a Term Agreement with Enteros Design, P.C. on January 22, 2025 for professional services related to Architecture/Engineering Services for the new Administration & Social Services Building and the Renovation of the Existing Administration and Social Services Buildings
- It is anticipated that the proposed services under this proposal will include a space study and conceptual evaluation of the identified government buildings.
- The scope of services will include (i) programming; (ii) existing conditions assessment; (iii) preparing conceptual diagrams and narratives; and (iv) budget estimates and final report.

- The cost for the Space Study and Evaluation for the new building(s) is \$136,295.

MOTION:	Approve Project Agreement # 01 between Fluvanna County and Enteros Design, P.C. for the Space Needs Study for the Administration and Social Services Buildings totaling no more than \$136,295.00, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
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:	Approve a supplemental appropriation in the amount of \$136,295.00 from Unassigned Fund Balance to provide funding to complete the Space Needs Study with Enteros Design, P.C.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Authorization to Advertise for a Public Hearing to Adopt the Thomas Jefferson Solid Waste Management Plan – Isabella O'Brien, Planner II, Thomas Jefferson Planning District Commission

- Legislation passed during the 2019 Virginia General Assembly requires Dominion Energy to remove all coal ash currently stored in the North Ash Pond at Brema Power station within 15 years.
- In keeping with the statute, Dominion Energy has submitted rezoning and Special Use Permit applications to Fluvanna County with plans to construct and operate a state-of-the-art, lined landfill on Dominion Energy property beside Brema Power Station.
- The TJPDC is requesting that Fluvanna County hold a public hearing and provide public notice regarding a major amendment to the Thomas Jefferson Solid Waste Management Plan to include Dominion's proposed captive industrial landfill in Brema Bluff in the plan.

MOTION:	Approve the Authorization to Advertise for a Public Hearing to discuss a major amendment to the Thomas Jefferson Solid Waste Management Plan.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Second	Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Bike Repair and Information Station in Palmyra Village – Jennifer Schmack, Director of Economic Development
 The Fluvanna County Rotary Club, in collaboration with the Fluvanna Leadership Development Program (FLDP) and county agencies, proposes the installation of a Bike Repair and Information Station in historic Palmyra Village. This station will support cyclists traveling along the newly rerouted TransAmerica Bike Trail (Bike Route 76) and serve as a local resource for outdoor recreation.

The station will include an information kiosk highlighting local businesses and attractions, bike repair tools, and a bike rack. Four potential locations were identified, with the preferred site being county-owned land at the northeast side of Court Square near the Old Stone Jail due to its visibility and ease of installation.

Funding for the project will come from Rotary, with volunteers handling most construction efforts. The proposal requests county approval for the preferred site and limited support services. Future expansion opportunities may include additional amenities to further enhance tourism and outdoor recreation in Fluvanna County.

The project's integration with the Find Fluvanna tourism campaign and the County's Tourism Strategic Plan underscores its significance in attracting visitors and fostering community engagement. By providing essential amenities and information for travelers, we can anticipate a positive impact on both local businesses and the overall visitor experience.

MOTION:	Approve the designated location for a Bike Repair and Information Station on County-owned property in the historic Palmyra Village to be constructed by the Fluvanna County Rotary Club.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

9 - PUBLIC HEARING

None.

10 - CONSENT AGENDA

The following items were discussed before approval:

The following items were approved under the Consent Agenda for February 5, 2025:

- *Minutes of January 22, 2025* – Caitlin Solis, Clerk to the Board
- *CRMF - FCHS Bleachers and Gym* – Don Stribling, FCPS Executive Director
- *CRMF - FMS Recess Field Netting* – Don Stribling, FCPS Executive Director

MOTION:	Approve the consent agenda, for the February 5, 2025 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:	4-0				

11 - UNFINISHED BUSINESS

- *Mr. Goad inquired about the status of the staff survey. A formal agenda item will be brought back to the Board after the budget is complete.*
- *Mr. Goad asked for an update on special taxing districts for food and beverage tax. Mr. Whitten will research before the March 19, 2025 Public Hearing.*

12 - NEW BUSINESS

None.

13 - PUBLIC COMMENTS #2

At 6:00pm, Chair Fairchild opened the second round of Public Comments.

- Chief Lagomarsino thanked the Board for implementing the volunteer incentive program.

With no one else wishing to speak, Chair Fairchild closed the second round of Public Comments at 6:01pm.

RECESS FOR DINNER AND CLOSED SESSION

14 - CLOSED MEETING

MOTION:	At 6:01pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.5, A.6 & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – employees of the Department of Emergency Services, Prospective Industry – prospective business updates in the Fork Union District, Investment of Funds – County Utility Easement in the Columbia District, shared septic and drain field easement for a county-owned property, Legal Matters –contract user grants under the water and sewer ordinance in Zion Crossroads, legal advice involving the Department of Emergency Services.				
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 8:25 pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.”				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

15 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, February 5, 2025 at 8:26pm.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

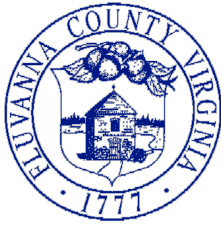
Caitlin Solis
Clerk to the Board

Christopher S. Fairchild
Chair

DRAFT

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

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



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

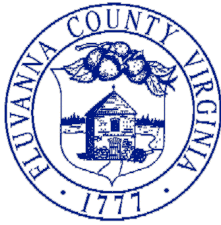
BOS2025-02-19 p.79/88
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: February 19, 2025
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY25 BOS Contingency Balance

The FY25 BOS Contingency line balance is as follows:

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



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2025-02-19 p.81/88
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: February 05, 2025
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY25 Capital Reserve Balances

The FY25 Capital Reserve account balances are as follows:

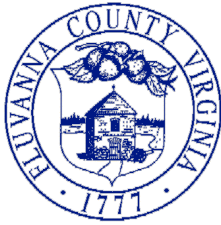
County Capital Reserve:

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

Schools Capital Reserve:

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

Less: FMS Remove Bat Colony & Seal Roofline – 10.02.24	-\$61,129
Less: Central Chiller Condenser Fan Motors – 11.06.24	-\$13,500
Add: Closed CRM Projects – 11.10.24	\$4,400
Less: Furnish & Install 9 HVAC Contactors – 11.20.24	-\$8,224.45
Less: FCMS Replace & Install 8 Speed Bumps – 11.20.24	-\$8,000
Less: FCMS Replace & Install Hot Water Pump Motor – 11.20.24	-\$4,736
Less: CEN & FMS Damage Due to Weather & Power Surges – 11.20.24	-\$9,171
Less: Abrams Academy 2 Building Removal – 11.20.24	-11,500
Less: FMS Recess Field Netting	-3,220
Less: FCMS Bleachers & Gym	-5,850
FY25 Available:	\$220,955.10



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2025-02-19 p.83/88
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: February 05, 2025
From: Theresa McAllister– Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY24 Year End (Audited) Unassigned Fund Balance:	\$30,580,253
Unassigned Fund Balance – 12% Target Per Policy:	12,268,030
Unassigned Fund Balance – Excess Above Policy Target:	18,312,223
Less: FCHS Track Resurfacing/Milling CIP – 08.06.24	-\$221,000
Less: Dev Agrmt btw Fluvanna, Zion 3 Notch, & Econ Dev Auth – 08.07.24	-\$250,000
Less: FY24-25 County Carryover Request – 12.04.24	-\$124,510.50
Less: FY24-25 Schools Carryover Request – 12.04.24	-\$370,591.10
Less: Space Study	-136,295
Current (Audited) Unassigned Fund Balance:	\$17,209,836.40

Completed	#	BOS 2024 Work Plan Adopted Oct 2, 2024	Due	Progress Notes (Most recent appear in red.) Updated: 2/14/2025
A	Infrastructure: Develop and maintain adequate utilities and facilities to sustain quality of life and, support appropriate new development and provide for efficient County operations			
	1	Develop sewer infrastructure at Zions Crossroads and Fork Union		
	1a	A preliminary engineering report (PER) is being developed for Zions Crossroads and will be completed by July 1, 2025	1-Jul-25	
	1b	Re-engage w/ Fork Union Military Academy (FUMA) regarding a partnership, or the County taking over the wastewater treatment plant – County Administrator to initiate discussions with FUMA leadership and provide a status report.	1-Jan-25	
	2	Develop water and sewer infrastructure in Pleasant Grove Park		
	2a	PER completion.	1-Jul-25	
	2b	Include funding for master plan development in the FY 2026 Budget with completion.	31-Dec-26	Oct 2024 - Submitted for FY26 CIP
	3	Provide for public water in Fork Union		
	3a	PER to be completed by December 31, 2024	31-Dec-24	Draft PER submitted to the County 12/23/04. County staff meet with Dewberry January 9, 2025 to review the PER. Updates and revisions are due back to the County by the end of February 2025.
	3b	Develop an implementation plan by July 1, 2025	1-Jul-25	
	3c	Include the project or project components in the FY 2026 Budget and CIP.	FY26	Oct 2024 - Submitted for FY26 CIP
	4	Extension of water service west on Route 250 from Zions Crossroads – go/no-go decision by December 31, 2024.	31-Dec-24	The BOS decided at the 1/8/25 meeting to suspend moving forward with the project at this time.
	5	Construct a new County Administration and Social Services Building and renovate the existing County Administration and Social Services Building for department expansion and consolidation.		

Completed	#	BOS 2024 Work Plan Adopted Oct 2, 2024	Due	Progress Notes (Most recent appear in red.) Updated: 2/14/2025
		5a Issue RFP for design and construction	1-Oct-24	Post for 30 days 10/10/2024 - RFP Issued 11/08/2024 - RFP closed. Multiple bids received.
		5b Select an architect by December 31, 2024.	18-Dec-24	BOS approved an agreement with an architect at the 1/22/25 meeting.
		5c Include the project in the FY 2026 CIP.	3-Sep-24	Oct 2024 - Submitted for FY26 CIP
		5d Complete space needs analysis and preliminary planning and develop and adopt a financing plan.	1-Nov-25	Board approved Space Needs Study project agreement at 2/5/25 meeting.
		5e Occupancy planned for July 2028.	30-Jul-28	
B Government Performance: Continually work to improve efficiency, effectiveness, and equity in service delivery and project management with an appropriate organizational structure and through the adoption of appropriate policies, procedures, and practices; adapt and implement best practices.				
	1	Prepare an enhanced Capital Improvements Plan for the current fiscal year plus 5 for the Fiscal Year 2027 Budget:		
		1a include project descriptions, costs, sources of funding, potential operating costs.	FY27	
		1b identify other projects outside of the six-year window or that, while desirable, are of a lower priority for funding.	FY27	
	2	Develop a budget projection tool looking at least five years out (with a goal of a ten-year projection).	1-Dec-25	
	3	Develop or procure an Asset Management Plan for the maintenance and replacement of capital assets for the Fiscal Year 2028 Budget and CIP.	FY28	Sept 2024: Munis module already purchased, not currently implemented
C Citizen Engagement: Actively engage citizens through outreach and effective two-way communications.				
	1	Complete implementation of the Citizens Self-Service Portal.	31-Dec-25	
	2	Upgrade the County website to include important information and access to documents	1-Jul-26	

Completed	#	BOS 2024 Work Plan Adopted Oct 2, 2024	Due	Progress Notes (Most recent appear in red.) Updated: 2/14/2025
	3	Develop a Communications Plan for citizen engagement		
	3a	identify audiences, potential platforms, information priorities, communications mechanisms, and timing.	1-Jul-25	
	3b	Immediate action to conduct citizen outreach in May and November of 2025, possibly through tax bills, and to include information such as on the budget and County accomplishments.	05/2025 & 11/2025	
D	Economic Development: Support business development and expansion that increases the tax base, provides gainful employment, and enhances quality of life. Agriculture and tourism are important components.			
	1	Provide an annual report on implementation of the Economic Development Strategic Plan and other accomplishments.	1-Mar-25	Annual report provided to the BOS at the 1/8/25 meeting
	2	Provide an annual report on implementation of the Tourism Strategic Plan and other accomplishments.	1-Mar-25	
E	Rural Preservation: Foster rural open space, protect the natural beauty of the County, and support agricultural production through appropriate land use planning and regulation.			
	1	Provide a report on the number of approved cluster subdivisions, including the number of undeveloped lots, and the status of proposed cluster subdivisions. Identify options for management.	1-Nov-24	09/18/2024 BOS Mtg - Provided report and discussed rural cluster subdivisions; Board remanded to PC for further research and options 10/08/2024 PC Mtg - Planning Commission adopted a resolution authorizing and advertisement for Zoning Text Amendment to eliminate rural cluster subdivisions in A1 Zoning District.
	2	Provide a report on undeveloped parcels in the County in size categories such as greater than 1000 acres, 500-1000 acres, 200-500 acres, etc.	1-Nov-24	Planned for the Nov 6, 2024 BOS Mtg. 11/06/2024 - Presentation/map provided. Parcels with more than 50 acres and a single dwelling will be added to the map and presented at a future BOS meeting. 11/20/2024 - updated map provided to the BOS
F	Growth Management: Act to accommodate responsible growth that enhances quality of life, preserves rural character, and provides economic opportunities.			

Completed	#	BOS 2024 Work Plan Adopted Oct 2, 2024	Due	Progress Notes (Most recent appear in red.) Updated: 2/14/2025
	1	Revise and update the Comprehensive Plan – provide a plan for the process of updating the plan by January 1, 2025.	1-Jan-25	10/08/2024 PC Mtg - Provided timeline and work plan to Planning Commission; will present to BOS on 11/06/2024
G Community Development and Enrichment: Support infrastructure development, revitalization, streetscape improvements, and amenities to promote village centers of housing, commerce, and cultural activities in areas such as Columbia, Fork Union, Palmyra, and Zions Crossroads.				
	1	Complete Phase 1 of the Palmyra Streetscape Improvements by December 31, 2025.	31-Dec-25	
	1a	Include future phases in the FY 2026 CIP.	3-Sep-24	Oct 2024 - Submitted for FY26 CIP
	2	Provide a preliminary plan to complete Fork Union streetscape improvements – by December 31, 2024.	31-Dec-24	
	3	Explore planning grants opportunities for the development of a Columbia area plan.	31-Dec-25	
	4	Incorporate the use of the \$500,000 grant from Dominion Energy as a funding source for selected projects in the Fiscal Year 2026 CIP.	FY26	

H Public Safety: Protect life and property, plan for emergency management, mitigate risks, and respond to individual and community-wide crises.				
	1	Present the incentives plan to promote greater volunteer participation developed by the Fire and Rescue Association (FRA) by March 31, 2025.	31-Mar-25	Board approved an Incentive Plan for Fluvanna County Fire and Rescue Volunteers to begin retroactively on Jan 1, 2025.
	2	Include funding for a County Fire Chief in the FY 2026 Budget.	FY26	