

FLUVANNA COUNTY BOARD OF SUPERVISORS REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building April 4, 2018

Regular Meeting at 4:00 pm

FY19 Budget Public Hearings at 7:00 pm

TAB			ITEMS
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1 - CALL TO ORDER

2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3 – ADOPTION OF AGENDA

ACTION ITEM

O Proclaiming April 2018 Parkinson's Awareness Month—Steven M. Nichols, County Administrator

SPECIAL PRESENTATIONS

Proclaiming April 2018 Parkinson's Awareness Month—Steven M. Nichols, County Administrator

P Victim Perseverance Award – Jeff Haislip, Commonwealth's Attorney, and Sheri Stader, Victim/Witness Advocate

4 - COUNTY ADMINISTRATOR'S REPORT

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 - PUBLIC HEARING

At 7:00pm

7 - ACTION MATTERS

Q Child Abuse Prevention Month and Child Protective Services—Kirby Baughn, Family Services Supervisor

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

R SMART SCALE Round 3 Applications—Brad Robinson, Senior Planner

9 - CONSENT AGENDA

- S CRM Fund Request Central Elementary Repairs—Mary Anna Twisdale, Management Analyst
- T Supplemental Appropriation FCPS Repairs/Insurance Recovery—Mary Anna Twisdale, Management Analyst
- U Fluvanna County Entry and Testing Agreement—Eric Dahl, DCA & Finance Director

10 - UNFINISHED BUSINESS

FY19 Budget Discussion—Eric Dahl, Deputy County Administrator and Finance Director FY19 Staff Pay Plan—Jessica Rice, Human Resources Manager

11 - NEW BUSINESS

TBD

12 - PUBLIC COMMENTS #2 (5 minutes each)

Fluvanna County...The heart of central Virginia and your gateway to the future!

13 - CLOSED MEETING AND DINNER RECESS

TBD

RECESS – DINNER BREAK

RECONVENE @ 7:00pm

TAB AGENDA ITEMS

V - PUBLIC HEARINGS

Calendar Year 2018 Tax Rates—Eric Dahl, DCA & Finance Director

Fiscal Year 2019 Budget—Eric Dahl, DCA & Finance Director

14 - ADJOURN

Digitally signed by Steven M. Nichols Date: 2018.03.29 13:09:27

-04'00'

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.

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 abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.
- 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.

PUBLIC HEARING RULES OF PROCEDURE

1. PURPOSE

- The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
- A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.

2. SPEAKERS

- Speakers should approach the lectern so they may be visible and audible to the Board.
- Each speaker should clearly state his/her name and address.
- All comments should be directed to the Board.
- All questions should be directed to the Chairman. Members of the Board are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion.
- Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
- Speakers with questions are encouraged to call County staff prior to the public hearing.
- Speakers should be brief and avoid repetition of previously presented comments.

3. ACTION

- At the conclusion of the public hearing on each item, the Chairman will close the public hearing.
- The Board will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items.
- Further public comment after the public hearing has been closed generally will not be permitted.

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

"Responsive & Responsible Government"

2018-2019 STRATEGIC INITIATIVES AND ACTIONS

Α	SERVICE DELIVERY
A1	Work with FRA to identify support options for Fire and Rescue volunteers.
A2	Continue to research and evaluate county-wide broadband expansion opportunities.
А3	Hold review meeting on ordinance enforcement (trash, buildings, vehicles) with Health Dept., Planning, Building Inspections, Public Works, and County Attorney.
A4	Perform strategic review of existing and needed partnerships with local area support and other non-profit groups. (Needed? Effective? Consolidate resource contributions?)
A5	Improve partnership with the school system for shared use of county and school owned facilities.
A6	Identify and assess resident concerns about roadway and public safety issues, and coordinate with VDOT for appropriate actions.
А7	Initiate comprehensive review of the Hwy 53 corridor from Lake Monticello Road to Ruritan Lake Road (e.g., Safety improvements at LM Monish Gate; 3-way stoplight at Food Lion; sight improvement at Ruritan Lake Road and Hwy 53; etc.)
В	COMMUNICATION
B1	Assess options to communicate more efficiently, effectively, and economically with Fluvanna residents.
B2	Marketing campaign to let residents know about accomplishments and where their tax dollars go.
В3	Meet with local Pastors to discuss effective communications and community support.
B4	Promote tax due dates, public hearings, etc., in FAN Mail.
B5	Expand County Website to receive, answer, and post questions from residents.
В6	Hold an Elected Official's Breakfast for our State Representatives in Fall of 2018
В7	Hold an Elected Official's Breakfast for our State Representatives in Fall of 2019
В8	Conduct 2019 Fluvanna County Residents Survey and analyze results.
С	PROJECT MANAGEMENT
C1	Continue Columbia area renewal efforts including improved enforcement of County/State codes and Health Department regulations.
C2	Complete a Master Water and Sewer (Plan Phase I) to identify sources for the county's long-term water needs; particularly for each of its community planning areas.
С3	Incorporate well-drilling logs provided by the Fluvanna Health Dept. into the county's geographic information system (GIS).
C4	Create master report and marketing plan regarding County tower assets and rental options.
C5	Investigate the use of Overlay Zones for the Zion Crossroads Community Planning Area to support economic development.

C6	Create a County-wide overlay map showing utilities and other key features that support business growth and development.
С7	Review and pursue opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.
С8	Successfully oversee and manage Fluvanna County aspects of the James River Water Project.
С9	Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.
C10	Pursue Phase II of Fork Union streetscape project.
D	ECONOMIC DEVELOPMENT AND TOURISM
D1	Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.
D2	Develop a "This is Fluvanna County" video message to be shared with county citizens and businesses as well as use with county economic development initiatives.
D3	Coordinate development activity at Fluvanna's northern border with Louisa County, including possible natural gas line along 250 and discussing "shared" parcels.
D4	Conduct 2018 local Business Climate Survey and analyze results.
D5	Hold an Economic Development Discussion Forum for local businesses with planning, zoning, building inspections, infrastructure components.
D6	Investigate and pursue with State offices the installation of select Boat Ramps along the Rivanna and James Rivers to support additional recreational and tourism opportunities.
D7	Investigate opportunities for park expansion or Rivanna River access points to support expanded recreational activities
D8	Investigate allowing large lot subdivisions in A-1 as alternative to current cluster subdivisions. (Amend the zoning and subdivision ordinances to allow for varying lot sizes, from small clustered lots to large parcels suitable for continued farming and rural living.)
D9	Review higher density options between PDA and R4.
D10	Review options, pros, cons, costs, etc., of creating a "teaching farm" at PG Park,
E	FINANCIAL STEWARDSHIP AND EFFICIENCY
E1	Review local business license/registration options and pros/cons.
E2	Reduce the County's reliance on creating and mailing paper checks for payments and implement expanded ACH/EFT transaction options.
E3	Create monthly Treasurer's Report for BOS Package and quarterly in-person briefing on the data.
E4	Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.
E5	Expand Fluvanna County Website Data Dashboard with key metrics.
E6	Implement easy to access electronic format code of ordinances (MuniCode or similar).

TAB O

MEETING DATE:	March 21, 2018									
AGENDA TITLE:	Proclaiming	Proclaiming April Parkinson's Awareness Month								
MOTION(s):		move to approve the Proclamation proclaiming April as Parkinson's Awareness Month in Fluvanna County.								
STRATEGIC INITIATIVE?	Yes	No		If yes, list initiativ	re(s):					
		X				T				
ACENDA CATECODY.	Public Heari	ng Action	Matter	Presentation	Consent Agenda	Other				
AGENDA CATEGORY:)	ΚX							
STAFF CONTACT(S):	Kelly Belange	er Harris, Cle	erk to the	Board						
PRESENTER(S):	Marcia Aulek Michael J. Fo	_		lee Parkinson's G	roup Central VA,					
RECOMMENDATION:	Approval									
TIMING:	Normal									
DISCUSSION:										
FISCAL IMPACT:	None									
POLICY IMPACT:	None									
LEGISLATIVE HISTORY:	None									
ENCLOSURES:	Proclamation	n 01-2018 P	roclaimin	g April Parkinson'	s Awareness Mor	th				
	Legal	Fin	ance	Purchasing	HR	Other				
REVIEWS COMPLETED:)	ΚX		XX	COAD				



BOARD OF SUPERVISORS

County of Fluvanna Palmyra, Virginia

PROCLAMATION 01-2018

PROCLAMATION SUPPORTING THE DESIGNATION OF APRIL AS PARKINSON'S AWARENESS MONTH

WHEREAS Parkinson's disease is a chronic, progressive neurological disease and is the second most common neurodegenerative disease in the United States; and

WHEREAS there is inadequate data on the incidence and prevalence of Parkinson's disease, but it is estimated to affect nearly 1 million people in the United States, and that number is expected to more than double by 2040; and

WHEREAS Parkinson's disease is the 14th leading cause of death in the United States according to the Centers for Disease Control and Prevention; and

WHEREAS there are millions of Americans who are caregivers, family members and friends greatly impacted by Parkinson's disease; and

WHEREAS it is estimated that the annual economic burden of Parkinson's disease is over \$26.4 billion per year, and indirect costs to patients and family members total \$6.3 billion; and

WHEREAS research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause in most individuals is still unknown; and

WHEREAS there currently is no objective test, or biomarker, to diagnose Parkinson's disease; and

WHEREAS there is no known cure or drug to slow or halt the progression of the disease, and available treatments are limited in their ability to address patients' medical needs and remain effective over time; and

WHEREAS the symptoms of Parkinson's disease vary from person to person and can include tremors; slowness of movement and rigidity; gait and balance difficulty; speech and swallowing disturbances; cognitive impairment and dementia; mood disorders; and a variety of other non-motor symptoms; and

WHEREAS volunteers, researchers, caregivers and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families; and

WHEREAS increased research, education and community support services are needed to find more effective treatments and to provide access to quality care to those living with the disease today; and

NOW, THEREFORE, the Fluvanna County Board of Supervisors does hereby **PROCLAIM** April as **Parkinson's Awareness Month** in the County of Fluvanna.

Adopted 4 th Day of April 2	2018.
-	John M. Sheridan, Chair
	Fluvanna County Board of Supervisors

TAB P

MEETING DATE:	4/4/18								
AGENDA TITLE:	SPECIAL PR	SPECIAL PRESENTATION - Victim Perseverance Award							
MOTION(s):	N/A								
STRATEGIC INITIATIVE?	Yes		No X		If yes, list initiativ	ve(s):			
AGENDA CATEGORY:	Public Hear	ing	Action	Matter	Presentation X	Conse	nt Agenda	Other	
STAFF CONTACT(S):	Sherri Stade	r							
PRESENTER(S):	Jeff Haislip/	Sher	ri Stader						
RECOMMENDATION:	N/A								
TIMING:									
DISCUSSION:	Award is bei	ing p eckle	oresented ess drivin	l to a Flu g fatality	thts Week, the Lis vanna resident wl and who has sho I the criminal just	ho lost t wn grea	three mem at strength	bers of her	
FISCAL IMPACT:	N/A								
POLICY IMPACT:	N/A								
LEGISLATIVE HISTORY:	N/A								
ENCLOSURES:	0								
REVIEWS COMPLETED:	Legal		Fina	ince	Purchasing		HR	Other	

TAB Q

MEETING DATE:	April 4, 2018									
AGENDA TITLE:	Celebrating	Celebrating Children Month Proclamation								
MOTION(s):	April 2018 a	move the Fluvanna County Board of Supervisors proclaiming the month of April 2018 as Celebrating Children Month in Fluvanna County in observation of Child Abuse Prevention Month.								
STRATEGIC INITIATIVE?	Yes		No		f yes, list initiativ	ie(s).				
STRATEGIC INITIATIVE:			Χ			/E(3).	1			
AGENDA CATEGORY:	Public Heari	ng	Action	Matter	Presentation	Conse	ent Agenda	Other		
AGENDA CATEGORY:			X	X						
STAFF CONTACT(S):	Kirby Baughr	n, DS	S Family	Services	Supervisor					
PRESENTER(S):	Kirby Baughr	n, DS	S Family	Services	Supervisor and C	CPS Sta	ff			
RECOMMENDATION:	Approve									
TIMING:	Normal									
DISCUSSION:	Short presen	ntatio	on about	: local CP	S numbers and w	hat ou	r staff is exp	eriencing.		
FISCAL IMPACT:	None									
POLICY IMPACT:	N/A									
LEGISLATIVE HISTORY:	N/A									
ENCLOSURES:	Draft Proclar	matic	on							
REVIEWS COMPLETED:	Legal		Fina	nce	Purchasing		HR	Other		



BOARD OF SUPERVISORS

County of Fluvanna Palmyra, Virginia

PROCLAMATION 04-2018

Proclaiming April as Child Abuse Prevention Month

Whereas, preventing child abuse and neglect is a solution that requires involvement among people throughout the community; and

Whereas, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

Whereas, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

Whereas, all citizens should become involved in supporting families in raising their children in a safe, nurturing environment; and

Whereas, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and

Therefore, the Fluvanna County Board of Supervisors does **hereby Proclaim April as Child Abuse Prevention Month** and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Adopted this 4th day of April 2018 by the Fluvanna County Board of Supervisors

ATTEST:			
John M. Sh	eridan, Chair	•	

TAB R

MEETING DATE:	April 4, 2018								
AGENDA TITLE:	SMART SCA	SMART SCALE Round 3 Applications							
MOTION(s):	N/A								
STRATEGIC INITIATIVE?	Yes X	No		If yes, list initiativ	ve(s):	A6, A	7, C7, C10		
AGENDA CATEGORY:	Public Hear	ing Action	n Matter	Presentation X	Conse	ent Agenda	Other		
STAFF CONTACT(S):				ng Administrator	lic Wor	rks			
PRESENTER(S):	Brad Robins	on, Senior P	lanner						
RECOMMENDATION:	N/A	N/A							
TIMING:	Current								
DISCUSSION:	funding and scored base public and a Fluvanna Co	ensuring the don an ob- llows decision	ne best us bjective, c on-maker decide wh	about picking the e of limited tax doutcome-based posto be held account of the projects to in the by June 1, 201	ollars. rocess untable	Transportat that is tra to taxpaye	cion projects are insparent to the rs.		
FISCAL IMPACT:	N/A								
POLICY IMPACT:	N/A								
LEGISLATIVE HISTORY:	N/A								
ENCLOSURES:	N/A								
REVIEWS COMPLETED:	Legal	Fir	ance	Purchasing		HR	Other X		



Capital Reserve Maintenance Fund Request

TAB S

(711)							
	that the Board of Simount of \$35,59	-	approve a Capital R the purpose(s) of:	Reserve N	/laintenanc	e Fund	l Request
		Sec	tion 1 - REQUEST				
Requesting Departme	ent/Agency	Dept/Agend			Date of Re	auest	
Fluvanna County Pu	3 ,	z opar igome	,,				
Travallia Soundy Fo		Don F. Stril	bling II			03/26	6/2018
Phone		Fax			Fiscal Year	r	
(434) 589-8208		(434) 589-5	393		FY18		
Reserve Fund Purpos	se Category: Repair re	equired due	to weather-related ev	ents	'		
Description of Project	/Repair			Qty	Unit Pr	ice	Total Price
(BFPE Inter	rnational) Sprinkler li	ne replacen	nent at CES	1	\$3,728	.00	\$3,728.00
(Serv	rice Master) Water m	itigation ser	vices	1	\$11,567	.99	\$11,567.99
(Commonwealth Int	eriors) Carpet replac	brary/Computer Lab	1	\$20,302	2.99	\$20,302.99	
							\$0.00
					Total Re	anest.	\$35,598.98
Description and justifi	ication for proposed ι	ise.			Total Ne	quest.	, ,
	S would like to reque	•	e to continued cold we oursement check fron		. •		•
Department/Agency F	lead Name		Signature	on Stribling	Date		
FCPS			Don Stribling	DN: cn=Don Stribling email=dstribling@ap Date: 2018.02.12 12	os fluco ora, c=US	ou=FCPS, c=US 03/26/2018	
	0 5		ction 2 - REVIEW		<u> </u>		
Recommended?	County Finance Direct	ctor	Digitally signed by Eric I		Date		
Date: 2018.03.27 13:11:55 -04'00'							
X Yes No	SmA	\supset	Digitally signed by Ste				
	S	ection 3 - E	BOARD OF SUPERV				
Approved?	Decision Date		Comments				
Yes No							

TAB T

MEETING DATE:	March 28, 2018									
AGENDA TITLE:	FY18 Schools - Central Elementary Pipe Repair Insurance Recovery									
MOTION(s):	\$27,373.89	I move the Board of Supervisors approve a supplemental appropriation of \$27,373.89 to the FY18 Schools Capital Reserve Maintenance Fund Budget to reflect reimbursement from an insurance Claim								
STRATEGIC INITIATIVE?	Yes	No X		If yes, list initiation	ve(s):					
ACENIDA CATECODY.	Public Heari	ng Action	Matter	Presentation	Consent Agenda	Other				
AGENDA CATEGORY:					х					
STAFF CONTACT(S):	Don Stribling	g, Executive (Director	FCPS						
PRESENTER(S):	Mary Anna T	wisdale, Ma	nageme	nt Analyst						
RECOMMENDATION:	I recommen	d approval o	f the mo	tion as stated abo	ve.					
TIMING:	Routine									
DISCUSSION:	freezing ter be used to reimbursen partially co	nperatures. Day for the Dent check to Ver the expended	The Scl repairs. from the ense. ropriation	hools Capital Res FCPS would like e insurance clain on would author	lue to prolonged serve Maintenande to request the n be returned to	ce Fund will				
FISCAL IMPACT:		will increas	•		tal Reserve Main	tenance Fund				
POLICY IMPACT:	N/A									
LEGISLATIVE HISTORY:	N/A									
ENCLOSURES:	None									
DEVIEWS COMPLETED.	Legal	Fina	ince	Purchasing	HR	Other				
REVIEWS COMPLETED:)	(

TAB U

MEETING DATE:	April 4, 2018									
AGENDA TITLE:	Fluvanna County Entry and Testing Agreement									
MOTION(s):	I move the Board of Supervisors approve the "Fluvanna County Entry and Testing Agreement" standard form agreement, which will be utilized between the County and interested Carriers, and further authorize the County Administrator to enter into such agreement with entities for entry and testing he deems appropriate from time to time, subject to approval as to form by the County Attorney.									
STRATEGIC INITIATIVE?	Yes	No		If yes, list initiativ	ve(s):		C4			
	X	1		· .						
AGENDA CATEGORY:	Public Hearing	Action	Matter	Presentation	Cons	ent Agenda X	Other			
STAFF CONTACT(S):	Eric Dahl, Deputy	County Adm	inistrato	r/Finance Directo	r	<u> </u>				
PRESENTER(S):	Eric Dahl, Deputy	County Adm	inistrato	r/Finance Directo	r					
RECOMMENDATION:	I recommend app	roval of the i	motion a	s stated above.						
TIMING:	Routine									
DISCUSSION:	interested owned sit This is the Carriers to The Count appropria approval of The main attorney of	l Carriers, whees (towers, whees (towers, whees to determine by Administrate from time of the form. issue for this can confirm a	nich will water tar the process of the Coator would to time a agreemancompan	rd form agreemengive them entry and so them entry and so the solution of the s	nd tes ounty c s suita greeme be put of liab g in Vi	ting access wowned sites, ble. ent as he dee the before the sility. Each til	within County allowing ems Board after me the county			
FISCAL IMPACT:	None									
POLICY IMPACT:	N/A									
LEGISLATIVE HISTORY:	N/A									
ENCLOSURES:	"Fluvanna County	Entry and T	esting A	greement"						
DEVIEW 00:	Legal	Fina	nce	Purchasing		HR	Other			
REVIEWS COMPLETED:	x	>	(

THIS ENTRY AND TESTING AG	GREEMENT (the "Agreement") is made and entered
into as of the day of	, 20_, by and between Fluvanna County, Virginia
("Owner"), a political subdivision	of the Commonwealth of Virginia, and
	oposed telecommunications structure (the "Facility") he Owner (the "Property") located at Virginia
Collectively the Facility and the portion of to be, located are referred to herein as the "S	the Property on which the Facility is, or is proposed

WHEREAS:

- **A.** Carrier has an interest in leasing or licensing certain space at the Site for use as an antenna or tower site for purposes of installing, operating and maintaining a communications facility and/or for the receipt and transmission of wireless communication signals which may include improvements including, but not limited to, antennas, microwaves, coaxial cables, and other equipment;
- **B.** In order for Carrier to determine the viability and feasibility of the Site as a tower or antenna site, as applicable, it is necessary for Carrier, its officers, employees, agents and/or independent contractors to enter upon and inspect the Site and/or temporarily locate communications equipment on the Site to conduct short term radio propagation tests; and
- **C.** Owner, as an accommodation to Carrier, is willing to permit Carrier, its officers, employees, agents and/or independent contractors to enter the Property to conduct investigations under the terms and conditions stated in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Agreement the sufficiency of which is hereby acknowledged by the parties, Owner and Carrier agree as follows:

- 1. **RECITATIONS.** The foregoing recitations are incorporated into this Agreement by reference.
- 2. **RIGHT OF ENTRY**. Owner grants to Carrier, its officers, employees, agents and independent contractors ("Authorized Parties") the right to enter upon the Site during the Term (as defined below) to conduct and perform some or all of the following activities to determine the feasibility of the Site for use as a tower or antenna site: surveys (including, but not limited to boundary surveys), geotechnical and structural analysis (including, but not limited to, any structural analysis on any existing structure on the Property), Phase I environmental audits, radio propagation studies (which is defined to mean the vertical placement of a radio transmitter through use of a crane or helicopter, or in the instance where there is an existing tower or structure on the Property, on such tower or structure, at the height required for potential permanent antenna placement), and other such tests and inspections of the Site which Carrier deems reasonably necessary or advisable

(collectively the "Permitted Activities"). Notwithstanding the foregoing, (i) geotechnical analysis shall only include shovel test digs, any more extensive soil boring test will require prior written approval by the Owner which approval may be granted or withheld in Owner's sole discretion (ii) a Phase II environmental audit will require prior written approval by the Owner, which approval may be withheld in Owner's sole discretion; and (iii) there shall be no removal or alteration of plants, trees, structures, equipment, fences or dirt, with the exception only of shovel test digs. Carrier's rights hereunder are specifically limited to the Permitted Activities and shall not include any other activities on any other portion of the Property upon which the Site is located. Carrier is responsible for any and all costs related to the Permitted Activities, including, but not limited to, installation, operation and removal of equipment from the Site. Carrier's access to the Site shall be coordinated in advance with Owner and is subject to Owner's approval and the provisions of this Agreement.

- 3. **FILINGS.** The Owner, as record owner of the Property, hereby consents to the filing by the Carrier of any necessary applications to such local, state and federal government entities whose approvals may be necessary or advisable to have the Site approved as a communications site, including but not limited to governmental approvals for zoning variances, rezoning applications, building and electrical permits. Nothing herein is intended to be an approval by the Owner of any rezoning, building permit, special use permit or other application submitted by the Carrier or any waiver of any procedure or rules relating thereto.
- 4. **LAWS.** Carrier agrees to comply with all local, state and federal laws, rules, regulations and ordinances (hereinafter "law") applicable to the Permitted Activities and under this Agreement. Carrier further agrees to exercise due care in the performance of all Permitted Activities on the Site, and to not interfere with Owner's or any tenant's or other authorized party's activities on the Site.
- 5. **TERM.** Owner agrees that the Authorized Parties may enter upon the Site to perform the Permitted Activities upon execution by the Owner of this Agreement and may have access to the Site until the earlier of: (i) the ___ day of ______, 20__; (ii) the date that is three (3) days following written notice from Owner to Carrier that access to the Site is terminated and such notice may be given by Owner at any time in Owner's sole discretion; or (iii) on the date that Owner notifies the Carrier that access is terminated immediately owing to a breach of this Agreement by Carrier (the "Term").
- 6. **TERMINATION.** Upon the conclusion of the Term of this Agreement, Carrier agrees that it will immediately (i) remove any equipment from the Site; (ii) restore the Site to the same condition as existed immediately prior to Carrier's entry thereon; and (iii) repair any damage to the Site that might have been caused in connection with any of the Permitted Activities or access under this Agreement. In the event that Carrier fails to complete (i), (ii) and/or (iii) *supra*, in a timely fashion, Owner will have the right to do so and Carrier agrees to be responsible for the costs thereof.

- of supervisors, directors, officers, employees, contractors and agents from and against any and all claims, actions, damages, liabilities and expenses including without limitation court costs, attorneys' fees and costs and expert witness fees and costs, arising under and/or in connection with his Agreement and/or in connection with any personal injury and/or property damage (both real property and personal property) arising from or out of any occurrence in, upon or at the Site caused by the negligence, willful misconduct, or any act or omission of any of the Authorized Parties in conducting the Permitted Activities or otherwise acting in connection with this Agreement. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
- 8. **DOCUMENTATION.** At Carrier's sole cost and expense, Carrier shall provide to the Owner complete copies of: (i) all reports, documentation and/or studies relating to the Permitted Activities and inspection of the Site (the "Inspection Documents"); and (ii) all applications and filings made under Section 3 *supra* and all denial/approval/responses relating thereto. Carrier shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the Inspection Documents, or any particulars thereof, including forms or other materials developed therefrom, without prior written approval of the Owner which may be granted or withheld by Owner in Owner's sole discretion, subject to law, unless disclosure of such information is required by law or the valid order of a court or administrative agency. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
- 9. **INSURANCE.** Carrier agrees that, during the Term, it shall carry (and at all times provide the Owner with evidence of coverage reasonably satisfactory to Owner) the following minimum amounts of insurance:

Automobile	\$500,000	Liability/Medical Payment
		Comprehensive/Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits
		(Excluding Professional Liability)

Worker's Compensation Amount required by Virginia law In addition, Carrier shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to this Agreement obtain and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

10. **APPLICABLE LAW AND COURTS.** The parties' obligations under this Agreement, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply.

- 11. **ATTORNEYS' FEES:** In the event of a dispute between the Owner and Carrier under this Agreement which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees, court costs and expert witness fees.
- 12. **COMPLIANCE WITH IMMIGRATION LAW:** Pursuant to Virginia Code § 2.2-4311.1, in every Agreement the following provision applies: the Carrier does not, and shall not during the Term, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 13. **VIRGINIA STATE CORPORATION COMMISSION:** Pursuant to Virginia Code § 2.2-4311.2, any Carrier organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, during the Term. The Carrier shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the Term or any renewal of the Agreement.
- 14. **NOTICES:** All notices required or permitted hereunder shall be deemed sufficient if in writing, and delivered in person to the Owner or Carrier, as applicable, or sent by nationally recognized overnight courier or first class mail to the Owner or Carrier at the addresses set forth below or at such other address as a party may designate from time to time by notice given in accordance with the terms of this section. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, one (1) business day after deposited with a nationally recognized overnight courier, or three (3) business days after deposited into the United States mail, if mailed.

Carrier:			
Address:			

Owner:

Fluvanna County Attn: Mr. Steven M. Nichols, County Administrator 132 Main Street

Palmyra, VA 22963

15. **MISCELLANEOUS.** The headings of the sections of this Agreement are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to

corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This Agreement may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Agreement. This Agreement may be executed in duplicate originals, any of which shall be equally authentic. In addition to allowing electronic signatures upon an electronic copy of this Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Agreement, together with exhibits hereto, if any, contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Agreement. If any term, covenant or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement shall remain in effect and be construed without regard to such provision.

IN WITNESS, WHEREOF, the following duly authorized representatives of the parties hereto on the day and year written below have executed this Agreement.

CARRIER:	
By:	
Name:	_
Title:	_
Date:	_
OWNER: Fluvanna County	
By:	
Steven M. Nichols, County Administrator	
Date:	
Approved as to form:	
Fluvanna County Attorney	

TAB V

MEETING DATE:	April 4, 2018						
AGENDA TITLE:	FY 2019 CIP, Budget, and Tax Rate Public Hearing						
MOTION(s):							
STRATEGIC INITIATIVE?	Yes		No	1	If yes, list initiativ	re(s):	
	Public Heari	ng	X Action	Matter	Presentation	Consent Agenda	Other
AGENDA CATEGORY:	Х	0					
STAFF CONTACT(S):	Eric Dahl, De Mary Anna T		-		trator / Finance D nt Analyst	irector	
PRESENTER(S):	Eric Dahl, Deputy County Administrator / Finance Director						
RECOMMENDATION:							
TIMING:							
DISCUSSION:	FY19 CIP, Budget, and Tax Rate Public Hearing						
FISCAL IMPACT:							
POLICY IMPACT:	N/A						
LEGISLATIVE HISTORY:	N/A						
ENCLOSURES:	None						
REVIEWS COMPLETED:	Legal Finance Purchasing HR Other X						

FLUVANNA COUNTY BOARD OF SUPERVISORS MEETING PACKAGE ATTACHMENTS

No.	Item
1	FY18 BOS Contingency Balance report – 2018-04-04
2	FY18 Capital Reserve Memo – 2018-04-04
3	Unassigned Fund Balance Report – 2018-04-04
4	VDOT Monthly Report
5	
6	
7	
8	
9	
10	

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

"Responsive & Responsible Government"

MEMORANDUM

Date: April 4, 2018

From: Mary Anna Twisdale – Management Analyst

To: Board of Supervisors

Subject: FY18 BOS Contingency Balance

The FY18 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000
Less: Arts Council FY18 Allocation Grant Supplement – 06.07.17	-\$500
Less: Quitclaim and Release for FCSS Building – 08.16.17	-\$11,520
Less: Reimbursement of Legal Fees to Linda Lenherr – 09.20.17	-\$18,132
Less: Reimbursement to Fire for Transfer of Brush 10 to Public Works – 11.01.17	-\$20,000
Less: Lucas 3 Chest Compression System – 12.20.17	-\$14,735.50
Less: FY18 Reassessment Contract Cost Increase – 02.07.18	-\$11,474
Less: ARC Building Repair and Maintenance – 02.21.18	-\$30,000
Less: Lake Monticello Engine Repair Reimbursement – 03.21.18	-12,192.15
Available:	\$31,446.35

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"Responsive & Responsible Government"

MEMORANDUM

Date: April 4, 2018

From: Mary Anna Twisdale – Management Analyst

To: Board of Supervisors

Subject: FY18 Capital Reserve Balances

The FY18 Capital Reserve account balances are as follows:

County Capital Reserve:

FY17 Carryover	\$134,975
FY18 Allocation:	\$175,000
Plus: Projects Completed July 2017	\$31
Less: Courts Building Well Repairs – 08.02.17	-\$7,800
Less: Bobcat Skid-Steer Major Repairs – 08.02.17	-\$2,400
Less: Additional Historic Courthouse Roof Repairs – 09.06.17	-\$10,000
Less: Courts Building Records Room HVAC – 09.06.17	-\$55,000
Less: Palmyra Rescue Asphalt and Concrete Slab – 09.20.17	-\$39,000
Less: Demolish Old Maintenance Shop and Dispose of Debris – 11.01.17	-\$40,000
Less: Design and Construction of Foundation Underpinning Along Front of Pleasant Grove House – 11.01.17	-\$27,500
Less: Secure Evidence Storage at Public Safety Building – 11.01.17	-\$8,550
Less: Replace Fencing and Expand Impound Lot at Public Safety Building – 11.01.17	-\$15,000
Available:	\$104,756

Schools Capital Reserve:

FY17 Carryover - Corrected	\$229,097
FY18 Allocation:	\$75,000

Available:	\$149,230
Less: Roof Repairs, Carysbrook Elementary, West Central Primary, FCHS – 12.20.17	-\$8,770
Less: Middle School Painting – 12.20.17	-\$32,450
Less: Maintenance of Fire Extinguishers – 10.04.17	-\$7,980
Less: Replace FCHS Baseball Bleachers – 10.04.17	-\$36,200
Less: Repair and Resurface FCHS Tennis Courts and Track – 10.04.17	-\$44,400
Less: Bus Motor Repair – 10.04.17	-\$20,000
Less: Central HVAC Unexpected Repairs – 07.05.17	-\$6,226
Plus: Projects Completed July 2017	\$1,159

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"Responsive & Responsible Government"

MEMORANDUM

Date: April 4, 2018

From: Mary Anna Twisdale – Management Analyst

To: Board of Supervisors

Subject: Unassigned Fund Balance

FY17 Year End Audited Total Unassigned Fund Balance:	\$15,855,959
Unassigned Fund Balance – 12% Target Per Policy:	\$8,342,826
Unassigned Fund Balance – Excess Above Policy Target:	\$7,513,133
Less: FY17 to FY18 Automatic Carryovers	-\$23,862
Less: ZXR Water. & Sewer Sys. Amend. to Agrmt. #3 (Dewberry) – 07.05.17	-\$4,500
Less: ZXR Water & Sewer Sys. Project Agreement #4 (Bowman) - 07.05.17	-\$6,880
Less: ZXR Water & Sewer Sys. Project Agreement #11 (Dewberry) - 07.05.17	-\$51,330
Less: ZXR Water & Sewer Sys. Project Agreement #5 (Bowman) - 07.05.17	-\$22,950
Less: ZXR Water & Sewer Sys. Amend. to Agrmt. #6 (Dewberry) - 09.06.17	-\$13,870
Less: ZXR Water & Sewer Sys. Project FY18 Interest Payments – 09.06.17	-\$224,852
Less: ZXR Water & Sewer Sys. Project Agreement #6 (Bowman) – 10.18.17	-\$6,550
Less: FY17-18 Department Carryovers – 11.15.17	-\$105,481
Less: FY17-18 Schools Carryovers – 11.15.17	-\$515,000
Less: Farm Heritage Museum – 11.15.17	-\$54,470
Less: Image Trend Software – 12.20.17	-\$29,750
Less: The Local Choice Adverse Exp. Adj. – 01.31.18	-\$83,033
Less: Updates and Repairs at Carysbrook Field – 02.21.18	-\$25,000
Current FY18 Unassigned Fund Balance– Excess Above Policy Target:	\$6,345,605



Culpeper District, Louisa Residency

Fluvanna County Monthly Report: April 2018

Fluvanna Mileage, Structures

PRIMARY MILES	SECONDARY MILES	STRUCTURES	TOTAL MILES
102.34	598.62	75	700.96

Fatal Accidents

DATE	LOCATION	ALCOHOL	RESTRAINT
	No Fatal Crashes in 2018		

<u>Link to SmartScale information</u> <u>Link to SmartScale Projects (Filter for Fluvanna Co. Projects)</u>



Key Dates:

- June 1, 2018 Pre-Application Submission Deadline;
- Aug. 1, 2018 Full Application Submission Deadline;

Projects:

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 623 (Perkins Rd) Bridge Over Venable Creek Replacement	Begin Construction (NOV 2017)	Completion (APR 2018)	Under Construction
Route 53 Safety improvements at Route 618, Roundabout, (UPC:96938)	Public Hearing (JUN 2017)	Authorize ROW (JUL 2018)	Anticipated NOV 2019
Route 680 – Rural Rustic (UPC:107558)	Adopted SSYP	Authorize PE (Anticipated 2020 based on SSYP)	Anticipated Late-Summer 2018
Route 600-618 Intersection Improvements (UPC 111739)	Adopted SSYP	Authorize PE/Scoping (JAN 2018)	2022
Route 759 Bridge Replacement		Project Scope	

Additional Road Projects:

- On-Call Pipe Replacements (UPC 106020)
- District Wide Guardrail Repair and/or Replacement (UPC 106849)
- District Wide ADA Compliance (UPC 108027)
- On-Call District Wide Pavement Marking (UPC 108282)

• **Rumble-stripes** (VDOT installing rumble-stripes on all County primary routes and high-volume secondary routes)

State-Force and District-Wide Bridge Projects:

- District Wide Bridge Deck Cleaning and Washing (UPC 105980);
- District Wide Bridge Maintenance (UPC 105979);
- Route 623 over Venable Creek, closed November 13th and remained closed through late Spring 2018;

Resurfacing Projects:

VDOT provided the County with a list of routes included in the 2018 resurfacing schedule. Customers can review routes to be resurfaced and their status through the following link:

Link to http://www.virginiaroads.org/ (Select "MAINTENANCE & CONSTRUCTION")

Fluvanna County Resurfacing						
Plant Mix			Surface Treatment			
Schedule	Miles	Cost/Estimate	Schedule	Miles	Cost/Estimate	
2017	6.76	\$ 1,093 K	2017	52.29	\$ 587K	
2018	6.38	\$ 1,015 K	2018	73.86	\$ 550K	

Traffic Engineering

Studies under Review:

Route 616, Union Mills Rd: VDOT received a request to evaluate the safety of the
passing zone near S. Keswick Dr., VDOT Traffic Engineers are performing a roadway
safety analysis and will submit recommendations for County review.

Completed Studies:

- Route 600 (S. Boston Road) between Route 618 and Slice/Abbey: VDOT Traffic Engineers
 performed site-visit on 12/21/17 with Cpt. Wells, VDOT installed additional warning
 signs and plans to improve pavement markings install rumble-stripes along the entire
 length of RTE 600 in 2018;
- Route 683, Rockfish Run Rd: VDOT repaired (and shifted) existing intersection signage and plans to install rumble stripes along the length of the Route 06 corridor, the rumble strips will further delineate the curve and pavement markings at this location;

County Safety and Operational Improvements:

- Route 600 (S. Boston Rd.), Slice Rd/Abbey Rd. intersection: VDOT installing Crosswalk, Sidewalk, ADA Ramps, Pedestrian safety improvements. Sidewalk installation is complete. Traffic Engineering scheduling signal and pedestrian devices, the crosswalks will follow after the new signals are installed (anticipated late Spring);
- Village of Palmyra Traffic Circle: County hosted a community meeting seeking input from area residents. Prior to finalizing pavement marking plans, the County and VDOT staff plan to simulate EMS response with proposed changes to ensure the County's largest

firetrucks and response vehicles can safely navigate the proposed traffic circle. Proposed markings, signage, parking spot locations will be adjusted accordingly to accommodate EMS and local resident concerns;

- RTE 600 (S. Boston Road) at RTE 616 (Union Mills Rd) VDOT received a request to relocate Stop Bar on Route 600 to improve traffic flow. VDOT Traffic Engineers performed site-visit and identified sigh-distance as a primary concern, VDOT has surveyed the intersection and is scheduling a contractor to clear vegetation within ROW on southeast corner to improve sight-distance and re-position stop bar on S. Boston Rd.;
- Route 600 (S. Boston Road) at Route 618 (Lake Monticello Rd): VDOT is scheduling
 interim safety improvements (trimming and clearing) at this location prior to the full
 intersection reconstruction (see Projects in Development);
- Route 53 at Village Blvd: VDOT installed a stop bar at Village Blvd to help motorists identify Route 53 travel lanes (please report any additional locations where stop bars will improve safety);
- Route 53 at Route 619 (Cunningham): VDOT evaluating intersection for interim and long-term safety improvements;

Area Land Use: 12 Land Use Permits Issued

Private Entrances: 10 Utility: 1 (fiber) Special Use: 1

Secondary Street Acceptance

River Oaks – under review
Panorama – under review

Fluvanna County Review Status for Plans/Plats Received the Month of February 2018							
Locality	Project Name	Routes/Address	Submission Type	VDOT Contact	VDOT Received Date	Locality Due Date	Status
Fluvanna	Cunningham UM Church Assembly Hall	53-Thomas Jefferson Pkwy, Palmyra	Site Plan,	Mark Wood	2/20/2018	4/5/2018	Review Underway

Maintenance Activities

VDOT crews in Palmyra and Zion Crossroads Area Headquarters responded to **365** Work Orders in FY18. The top five activities completed by VDOT Area Headquarter crews during FY18:

• Dead Animal (132), Tree and Brush Removal (60), Debris Removal (33), Signs (41), Pavement Repair (27)

BOS Manual:

http://www.virginiadot.org/business/resources/local assistance/BOSmanual.pdf

Alan Saunders, P.E. Residency Engineer VDOT Louisa Residency 540-967-3710