



**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**REGULAR MEETING AGENDA**  
Carysbrook Performing Arts Center  
8880 James Madison Hwy, Fork Union, VA 23055  
October 4, 2023 at 5:00 pm

TAB	AGENDA ITEMS
<b>1</b>	<b>CALL TO ORDER</b>
<b>2</b>	<b>PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE</b>
<b>3</b>	<b>ADOPTION OF AGENDA</b>
	<b>SPECIAL PRESENTATION</b>
	Honoring the Service and Retirement of Lieutenant Thomas Rensch
<b>4</b>	<b>COUNTY ADMINISTRATOR’S REPORT</b>
<b>5</b>	<b>PUBLIC COMMENTS #1</b> (5 minutes each)
<b>6</b>	<b>PUBLIC HEARING</b>
<b>7</b>	<b>ACTION MATTERS</b>
A	Selection of Voting Credentials for the 2023 VACo Annual Business Meeting – Eric Dahl, County Administrator
B	4th Amendment to Software as a Service Agreement to Add Merchant Card Services and Card Payments Systems as an Additional Service with Tyler Technologies, Inc. – Eric Dahl, County Administrator
<b>7A</b>	<b>APPOINTMENTS</b>
<b>8</b>	<b>PRESENTATIONS</b> (normally not to exceed 10 minutes each)
C	Central Virginia Small Business Development Center (CVSBDC) Update – Jennifer Schmack, Economic Development Director
D	Constitutional Officer Pay Policy Update – Eric Dahl, County Administrator
E	2023 County Fair Update – Aaron Spitzer, Director of Parks and Recreation
F	Short-Term Rental Ordinance – Eric Dahl, County Administrator
<b>9</b>	<b>CONSENT AGENDA</b>
G	Minutes of September 20, 2023 – Caitlin Solis, Clerk to the Board
H	FY24 Additional Library State Aid Supplemental Appropriation – Tori Melton, Finance Director
<b>10</b>	<b>UNFINISHED BUSINESS</b>
	TBD
<b>11</b>	<b>NEW BUSINESS</b>
	TBD
<b>12</b>	<b>PUBLIC COMMENTS #2</b> (5 minutes each)
<b>13</b>	<b>CLOSED MEETING</b>
	TBD

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

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14 – ADJOURN

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A handwritten signature in black ink, appearing to be 'ERL', is centered on the page. The signature is written in a cursive style with a large initial 'E' and a long horizontal stroke at the end.

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County Administrator Review

## **PLEDGE OF ALLEGIANCE**

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

## **GENERAL RULES OF ORDER**

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

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

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

*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**

<b>MEETING DATE:</b>	October 4, 2023				
<b>AGENDA TITLE:</b>	Selection of Voting Credentials for the 2023 VACo Annual Business Meeting				
<b>MOTION(s):</b>	<p><b>Motion 1:</b>                  I move the Board of Supervisors approve _____ be appointed Voting Delegate, representing Fluvanna County by casting votes at the 2023 Annual Business Meeting of the Virginia Association of Counties.</p> <p><b>Motion2:</b>                  I move the Board of Supervisors approve _____ be appointed Alternate Delegate, representing Fluvanna County by casting votes at the 2023 Annual Business Meeting of the Virginia Association of Counties.</p>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, list goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• Article VI, VACo Bylaws, states that each county shall designate a representative of its board of supervisors to cast its vote(s) at the Annual Business Meeting.</li> <li>• Association's Bylaws allow a county to designate a non-elected official from your county or a member of a board of supervisors from another county to cast a proxy vote(s) for your county.</li> <li>• For your county to be certified to vote at the Annual Business Meeting, a completed Voting Credentials Form or a Proxy Statement must be submitted to VACo by November 7, 2023.</li> </ul>				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	VACo 2023 Annual Meeting letter and Voting Credentials Form				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					X



VACo 2023 Annual Meeting  
Voting Credentials Form

Form may be returned by mail, fax (804-788-0083) or email vrussell@vaco.org

Voting Delegate:  
(Supervisor)

Name \_\_\_\_\_

Title \_\_\_\_\_

Locality \_\_\_\_\_

Alternate Delegate:  
(Supervisor)

Name \_\_\_\_\_

Title \_\_\_\_\_

Locality \_\_\_\_\_

Certified by:  
(Clerk of the Board)

Name \_\_\_\_\_

Title \_\_\_\_\_

Locality \_\_\_\_\_

VACo 2023 Annual Meeting  
Proxy Statement

\_\_\_\_\_ County authorizes the following person to cast its vote at the 2023 Annual Meeting of the Virginia Association of Counties on November 14, 2023.

\_\_\_\_\_, a non-elected official of this county.

**-OR-**

\_\_\_\_\_ a supervisor from \_\_\_\_\_ County.

This authorization is:

Uninstructed. The proxy may use his/her discretion to cast \_\_\_\_\_ County's votes on any issue to come before the annual meeting.

Instructed. The proxy is limited in how he/she may cast \_\_\_\_\_ County's votes. The issues on which he/she may cast those votes and how he/she should vote are:  
(List issues and instructions on the back of this form)

Certified by: Name \_\_\_\_\_

Title \_\_\_\_\_

Locality \_\_\_\_\_

# Virginia Association of Counties

Connecting County Governments since 1934



**President**

Jason D. Bellows  
Lancaster County

**President-Elect**

Ann H. Mallek  
Albemarle County

**First Vice President**

Ruth Larson  
James City County

**Second Vice President**

William M. McCarty  
Isle of Wight County

**Secretary-Treasurer**

Donald L. Hart, Jr.  
Accomack County

**Immediate Past President**

Meg Bohmke  
Stafford County


**Executive Director**

Dean A. Lynch, CAE

**General Counsel**

Phyllis A. Errico, Esq., CAE

TO: Chairs, County Board of Supervisors  
County Administrators

FROM: Dean A. Lynch, CAE   
Executive Director

SUBJECT: Voting Credentials for the 2023 VACo Annual Business Meeting

DATE: September 19, 2023

The 2023 Annual Business Meeting of the Virginia Association of Counties will be held on Tuesday, November 14, at 10:00 a.m. at the Omni Homestead in Bath County, VA.

Article VI, VACo Bylaws, states that each county shall designate a representative of its board of supervisors to cast its vote(s) at the Annual Business Meeting.

However, if a member of the board of supervisors cannot be present for this meeting, the Association's Bylaws allow a county to designate a non-elected official from your county or a member of a board of supervisors from another county to cast a proxy vote(s) for your county.

For your county to be certified to vote at the Annual Business Meeting, a completed Voting Credentials Form or a Proxy Statement must be submitted to VACo by November 7, 2023.

We look forward to your participation at the VACo Annual Conference November 12-14, 2023.

1207 E. Main St., Suite 300  
Richmond, Va. 23219-3627

Phone: 804.788.6652  
Fax: 804.788.0083

Email: [mail@vaco.org](mailto:mail@vaco.org)  
Website: [www.vaco.org](http://www.vaco.org)



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

**TAB B**

<b>MEETING DATE:</b>	October 4, 2023				
<b>AGENDA TITLE:</b>	4 <sup>th</sup> Amendment to Software as a Service Agreement to Add Merchant Card Services and Card Payments Systems as an Additional Service with Tyler Technologies, Inc.				
<b>MOTION(s):</b>	<p><b><u>Motion #1:</u></b> I move the Board of Supervisors approve the “4<sup>th</sup> Amendment To Software as a Service Agreement to Add Merchant Card Services and Card Payments Systems as an Additional Service” between Fluvanna County and Tyler Technologies, Inc. (MUNIS), for the purpose of adding merchant card services and card payments systems, at a cost of \$2,736 for terminal rentals for the 1<sup>st</sup> year, and other amounts as incurred, to be renewable and subject to increases as set forth in the 4<sup>th</sup> Amendment and further authorize the County Administrator to execute the amendment, subject to approval as to form by the County Attorney.; AND</p> <p>I move the Board of Supervisors approve the “Submitter Merchant Payment Processing Instructions and Guidelines” required of the County by JPMorgan Chase Bank, N.A. and necessary for processing related to the 4<sup>th</sup> Amendment and further authorize the County Administrator to execute the guidelines, subject to approval as to form by the County Attorney.</p> <p><b><u>Motion #2:</u></b> I move the Board of Supervisors approve a budget transfer of \$2,736 from the FY24 BOS Contingency budget to the Information Technology budget for the annual card terminal fees.</p>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	If yes, which goal(s):		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator, Linda Lenherr, Treasurer and Andy Notman, Director of Information Technology				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	The County issued an RFP for proposals for certain Merchant Services and Card Payment Systems for the Online Payment System Project and related services, labor, assistance, and equipment as more specifically set forth in the RFP (together with all necessary and related services, software, hardware, maintenance, warranties, equipment, labor, customer service, work and items, and as more specifically defined herein, referred to as the “Additional Services”).				

Tyler submitted its Proposal (as defined below) in response to the RFP and further Tyler agreed to certain revised pricing as set forth in that Sale Quotation (referred to as the “Tyler Payments Quote” or the “Order Form”) expiring May 21, 2022, but per this 4<sup>th</sup> Amendment extended and ratified by Tyler, attached as **Exhibit 3, Schedule 1** to the 4<sup>th</sup> Amendment.

The Additional Services will include:

- Tyler Payments software applications
- Necessary consultation to define scope of services
- Implementation of software and services
- Training on, and support of, provided software and services

Tyler will provide services for processing payments online through Munis and EnerGov Citizen Self Service and future versions of online portals. It is also to process payments over the counter and into the Tyler Cashiering module eliminating manual and 2 step processing. Tyler will provide payment terminals which are compatible with Tyler Cashiering. Tyler’s payment solution provides real time processing with a streamlined reconciliation process with one vendor.

Costs:

- a. The fee for those existing services of any kind under the Agreement during the Term are the annual SaaS Fees as specifically set forth in the 3<sup>rd</sup> Amendment. This 4<sup>th</sup> Amendment does not remove or modify any existing services.
- b. **Fees for Additional Services.** The rental fees for six devices (\$456 per Lane 5000 card readers) provided as part of the Additional Services are **\$2,736.00 for the first year**, which annual fee may be increased upon notice to the County as provided for in the 4<sup>th</sup> Amendment.
- c. **Payer Costs – Costs passed on to the Payer (\*subject to change upon written notice to the County as set forth in the 4<sup>th</sup> Amendment.)**

Payer Electronic Payment Costs <small>(Passing transaction costs to the payer)</small>	
<u>Online Payer Utility Card Cost</u> – Convenience Fee – per card transaction with Visa, MasterCard, Discover, and American Express for online utility transactions  Applied to: - Munis – online – utility billing	\$2.95 \$120 transaction cap
<u>Payer Card Cost</u> – Service Fee – per card transaction with Visa, MasterCard, Discover, and American Express for non-utility online transactions and all in-person transactions.  Applied to: - Munis – over the counter – utility billing - Munis – over the counter and online <ul style="list-style-type: none"> <li>o Real Estate</li> <li>o Personal Property</li> </ul> - EnerGov – over the counter and online <ul style="list-style-type: none"> <li>o Building Inspection</li> <li>o Planning</li> </ul>	2.95% \$2.50 minimum
<u>Payer eCheck Cost</u> – per electronic check transaction	\$1.25

d. **Other Costs (as incurred):**

	<p><u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)</p> <p><u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)</p> <p><u>Card Terminal Rental</u> – Annual recurring fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support</p> <p><u>Card Terminal Purchase</u> – Maintenance fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support</p> <p><u>IVR</u> - per transaction on top of Card fee passed to the payer or absorbed</p>	<p>\$15.00</p> <p>\$5.00</p> <p>Lane 3000: \$396 (annual recurring) Lane 5000: \$456 (annual recurring)</p> <p>Lane 3000: \$419 (one-time fee) Lane 5000: \$529 (one-time fee) Plus \$180 Device Annual Support</p> <p>\$0.50</p>													
<b>FISCAL IMPACT:</b>	<p>\$2,736 in year one for all 6 card terminal rental fees; rental fees to be paid annually as incurred and subject to increases by written notice to County as set forth in the 4<sup>th</sup> Amendment. Other costs for chargebacks, additional card terminal rentals or purchase, echeck rejections, and IVR costs, etc. may be charged to the County only as incurred and only as permitted by the 4<sup>th</sup> Amendment.</p>														
<b>POLICY IMPACT:</b>	<p>N/A</p>														
<b>LEGISLATIVE HISTORY:</b>	<p>N/A</p>														
<b>ENCLOSURES:</b>	<ol style="list-style-type: none"> <li>1. <b>4th AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT TO ADD MERCHANT CARD SERVICES AND CARD PAYMENTS SYSTEMS AS AN ADDITIONAL SERVICE with Tyler Technologies, Inc.</b> – with attachments and exhibits: <ol style="list-style-type: none"> <li>a. Attachment 1 – Agreement Provisions Specifically Applicable to Additional Services</li> <li>b. Attachment 2 – Payment Card Processing Agreement</li> <li>c. Attachment 3 – Updated Additional Services Requirements</li> <li>d. Exhibit 3 – Schedule 1 – Tyler Payments Quote</li> <li>e. Exhibit 5 - Service Level Agreement; and</li> </ol> </li> <li>2. <b>Submitter Merchant Payment Processing Instructions and Guidelines with JPMorgan Chase Bank N.A</b></li> </ol>														
<b>REVIEWS COMPLETED:</b>	<table border="1"> <tr> <td>Legal</td> <td>Finance</td> <td>Purchasing</td> <td>HR</td> <td>Other</td> </tr> <tr> <td>X</td> <td>X</td> <td>X</td> <td></td> <td></td> </tr> </table>	Legal	Finance	Purchasing	HR	Other	X	X	X						
Legal	Finance	Purchasing	HR	Other											
X	X	X													



**4th AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT TO ADD MERCHANT CARD SERVICES AND CARD PAYMENTS SYSTEMS AS AN ADDITIONAL SERVICE**

This 4<sup>th</sup> Amendment (together with All exhibits and attachment hereto, the “4<sup>th</sup> Amendment”) to Software as a Service Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2023 (the “Amendment Effective Date”) by and between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096, a Delaware corporation authorized to transact business in Virginia (“Tyler” or “Contractor”) and Fluvanna County, a political subdivision of the Commonwealth of Virginia, with offices at 132 Main Street, Palmyra, Virginia 22963 (“Client” or “County”). The County and the Contractor are referred to herein as the “Parties”, or each as a “Party”.

**WHEREAS**, Tyler and the County are Parties to an agreement dated June 9, 2010 (the “Original Agreement”), heretofore amended by the Addendum and Amendment dated May 22, 2014 (the “1<sup>st</sup> Amendment”), that Addendum and Amendment dated December 21, 2016 (the “2<sup>nd</sup> Amendment”), and that 3<sup>rd</sup> Amendment to Software as a Service Agreement dated July 6, 2022 (the “3<sup>rd</sup> Amendment”) (collectively the Original Agreement, as amended the 1<sup>st</sup> Amendment, 2<sup>nd</sup> Amendment, 3<sup>rd</sup> Amendment and this 4<sup>th</sup> Amendment is referred to herein as the “Agreement”);

**WHEREAS**, per the 3<sup>rd</sup> Amendment, the County and Tyler renewed and extended the Agreement through June 30, 2023, subject to annual renewals at the County’s option through a final optional renewal term ending June 30, 2027, as more specifically set forth in such 3<sup>rd</sup> Amendment;

**WHEREAS**, the County issued that RFP (as defined below) requesting proposals for certain Merchant Services and Card Payment Systems for the Online Payment System Project and related services, labor, assistance, and equipment as more specifically set forth in the RFP (together with all necessary and related services, software, hardware, maintenance, warranties, equipment, labor, customer service, work and items, and as more specifically defined herein, referred to as the “Additional Services”);

**WHEREAS**, Tyler wishes to provide such Additional Services and submitted its Proposal (as defined below) in response to the RFP and further Tyler agreed to certain revised pricing as set forth in that Sale Quotation (referred to as the “Tyler Payments Quote” or the “Order Form”) expiring May 21, 2022, but per this 4<sup>th</sup> Amendment extended and ratified by Tyler, attached hereto as **Exhibit 3, Schedule 1** and incorporated herein by reference as a material part hereof; and

**WHEREAS**, the Parties wish to modify and amend the Agreement as laid out herein and further wish to formalize their agreement in writing with this 4th Amendment;

**THEREFORE**, for good and valuable consideration, the sufficiency of which is acknowledged by each of the Parties, the Parties hereby agree as follows:

**1. PURPOSE:** The County wishes for Tyler to perform certain Additional Services as described in the RFP (defined in Section 2 below), the Proposal (defined in Section 2 below) and this 4th Amendment and the exhibits hereto, and Tyler wishes to also provide such Additional Services. The Parties are entering into this 4th Amendment: (i) to add the Additional Services and set forth certain specific provisions related thereto.

**2. RFP, PROPOSAL,:** On September 16, 2021, the County issued Request for Proposals #2022-01, Merchant Services – Card Payment System, as amended and supplemented by that Addendum #1 dated September 28, 2021, (collectively as amended and with all exhibits, plans, specifications and attachments, the “RFP”) for the furnishing, delivery, installation, and implementation of a merchant services payment system for County Fees (the “Online Payment System Project”) as more specifically set out in such RFP referred to herein as **Exhibit 1** and incorporated herein by reference as a material part of this 4th Amendment All of the defined terms within the RFP have the same meaning when used in this 4th Amendment unless the context requires otherwise.

In addition, through negotiation and discussion the County and Tyler have agreed that the following material substantive clarifications control and apply to the Additional Services and all Additional Services shall be provided by Tyler in accordance with (a) below:

- a. Tyler has implemented Tyler Payments to be their integrated solution moving forward and this is the solution offered to provide the Additional Services to the County under this 4<sup>th</sup> Amendment. Tyler Payments Module will be the method of integrating payment card terminals to the County's existing Tyler Enterprise ERP System (formerly known as Munis) as set forth in the Proposal and this 4<sup>th</sup> Amendment. The County relied on Tyler's statement (i) the card terminals are POS terminals between the card holder and the issuing bank; and (ii) that only the bank ever holds the card holder data; AND The benefits and seamless coordination of the Additional Services with existing Tyler services (including without limitation Munis) already in use by the County was integral in the County's selection of Tyler for the Additional Services. In entering into this 4<sup>th</sup> Amendment, the County has relied on all of the on the benefits, services, integration and flexibility of the Additional Services as described by Tyler in the Section 4.3.2, "Tyler Payments", of the Proposal.

On October 14, 2021, Tyler submitted its proposal in response to the RFP, (the proposal as modified by the Tyler Payments Quote, and the clarifications (a) and (b) *supra* is referred to herein as the "Proposal") which Proposal is referred to herein as **Exhibit 2, amended by Exhibit 3, Schedule 1**, both incorporated herein by reference as material parts of this 4<sup>th</sup> Amendment. **Pages 11 through 17 of the Proposal (starting with that page entitled "Attachment A" through and including that page entitled "Payer Electronic Payment Costs") are deleted and replaced in their entirety with the Tyler Payments Quote.**

Notwithstanding anything to the contrary contained in its Proposal, Tyler understands and acknowledges that this 4<sup>th</sup> Amendment and all exhibits hereto, are NOT proprietary or confidential information. The 4<sup>th</sup> Amendment, including all exhibits and attachments thereto, the Agreement, as amended, and all exhibits and attachments thereto are not confidential; and are each subject to the Virginia Freedom of Information Act and may be disclosed by the County, subject to Section E (18) of the Agreement. Section E (18) of the Agreement means as such provision was modified by that 1<sup>st</sup> Amendment and that 2<sup>nd</sup> Amendment (including specific reference to the 2<sup>nd</sup> Amendment, Exhibit D, Section 21).

3. **ADDITIONAL SERVICES:** The Additional Services are hereby added to the Agreement as of the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 3, Schedule 1, end coterminous with the Term, subject to the terms and conditions of the existing Agreement, as amended; however, the Additional Services shall also meet or exceed all requirements and provisions of this 4<sup>th</sup> Amendment, inclusive of **Attachment 1, Attachment 2, and Attachment 3**, are each attached hereto and incorporated herein as a material part of this 4<sup>th</sup> Amendment. The Additional Services include without limitation the County leasing six (6) Lane 5000 credit card devices with EMV, P2PE and associated PCI Services and maintenance from Tyler. Such Additional Services will be supported, updated and maintained by Tyler in accordance with the terms of this 4<sup>th</sup> Amendment.

4. **INVOICING AND TERM:** Tyler shall continue to provide all those services, hosting, software, and other labor, assistance, support, and other items pursuant to the terms of the Agreement for the Term as amended hereby. The Term of the Agreement, as previously amended, have been extended until July 1, 2024; and are subject to annual renewals at the County's option for three (3) additional renewal years through a final annual renewal term ending at 11:59:59 p.m. EST on June 30, 2027. "Term" as used herein includes the term of this Agreement, as amended, with all renewals. Per the 3<sup>rd</sup> Amendment, such renewals are automatic unless the County notifies Tyler at least sixty (60) days prior to the annual renewal of its intention not to renew for that renewal year. In addition to any other rights, the County may elect not to renew the Additional Services, but continue other services under the Agreement. If the Additional Services are not renewed, then the fee for that service shall no longer be charged by Tyler to the County and the County shall have no obligations to pay for any fees related to such services not renewed. See also the provisions of the Agreement and exhibits thereto related to termination by the County which are also applicable to this 4<sup>th</sup> Amendment.

- a. The fee for those existing services of any kind under the Agreement during the Term are the annual SaaS Fees as specifically set forth in the 3<sup>rd</sup> Amendment. This Agreement does not remove or modify any existing services.

***Fees for Additional Services.*** The rental fees for six devices (\$456 per Lane 5000 card readers) provided as part of the Additional Services are **TWO THOUSAND SEVEN HUNDRED THIRTY-SIX AND NO/100 DOLLARS (\$2,736.00) for the first year**, to be paid in annual installments within 45 days of invoice as more specifically described in the Agreement, commencing on delivery of the hardware and card readers (“Delivery Date”) , prorated for the time period commencing on such date and ending concurrently with the annual term for SaaS Services under the Agreement. Notwithstanding the foregoing, Tyler will coordinate delivery of devices to occur no earlier than is necessary to support the requirements of this Amendment 4 and as otherwise mutually agreed by the parties; in no event will the County be required to pay rental fees if the software and other requirements of this Agreement are not in place allowing for their use. Such Additional Services include without limitation all costs of renting six (6) Lane 5000 credit card devices with EMV, P2PE and associated PCI Services and maintenance from Tyler. On the anniversary of the Delivery Date each year Tyler may adjust the rental fees for the card readers being a part of the Additional Services for Tyler’s then-current rates; however, Tyler will notify the County in writing at least 60 days prior to making any changes to the fees being charged to the County; and then the County shall have the option to terminate the Additional Services within thirty (30) days of receiving such notice for any increase in the fees charged, with such termination date to be no earlier than the effective date of increase, and upon such termination the County will return the card readers to Tyler and have no obligation to pay any amounts for the Additional Services under this Agreement except for those due before the termination date.

- b. ***Transaction Fees.*** Transaction Fees are paid directly by an end user at the time of transaction, per transaction (call, message, etc.). Transaction Fees paid directly by the end user are indicated in Exhibit 3, Schedule 1 and may be increased by Tyler upon advance written notice of no less than sixty (60) days Tyler will notify the County in writing at least 60 days prior to making any changes to the transaction fee schedule being charged to end users; and then the County shall have the option to terminate the Additional Services within thirty (30) days of receiving such notice for any increase in the fees charged to the payers, with such termination date to be no earlier than the effective date of increase. In the event the County elects to terminate, the County will not be charged any fees after such termination date for the Additional Services, and any pre-paid annual fees shall be refunded to the County within thirty (30) days of such termination.

**5. AGREEMENT MODIFICATIONS:** The Original Agreement, is further modified as follows:

- a. That Exhibit 2, Service Level Agreement, to the Agreement is replaced in its entirety with that the Service Level Agreement attached hereto as Exhibit 5.
- b. The County’s General Terms, Conditions and Instructions to Bidders and Contractors which were modified based on Tyler requests and attached as Exhibit D to the 2<sup>nd</sup> Amendment, apply to the Agreement and this 4<sup>th</sup> Amendment and are incorporated herein as if set out in the body of this 4<sup>th</sup> Amendment in their entirety.
- c. The Parties agree that pursuant to page 157 of its Proposal, Tyler’s preference was to “add the proposed software and services to that agreement [the Agreement], specifying applicable terms and pricing. Tyler also included its standard contract as an alternative. Such standard form contract begins on page 161 of the Proposal and continues through page 193 of the Proposal (the “Standard Form Contract”). Except for the specific replacement of the Service Level Agreement set forth in 5(a) supra, and as specifically modified by this 4<sup>th</sup> Amendment, the Agreement controls and the Parties agree that the Standard Form Contract included in the Proposal does not control and was for illustration only.

**6. NOTICES:** See Section 66 of the County’s General Terms, Conditions and Instructions to Bidders and Contracts. Notices related to the Additional Services shall be delivered to the parties at the following change, subject to change by any party from time to time upon notice to the other of such change.

**Fluvanna County**

Attn: Eric M. Dahl, County Administrator

132 Main Street  
Palmyra, VA 22963;

with a copy to:  
Fluvanna County Attorney  
123 Main Street  
Palmyra, VA 22963

Tyler Technologies, Inc.  
1 Tyler Drive  
Yarmouth, ME 04102  
Attn: Chief Legal Officer

7. **VIRGINIA PUBLIC BODY SPECIFIC:** Nothing contained in this 4<sup>th</sup> Amendment or any exhibit or attachment hereto shall be a waiver of the County’s sovereign immunity. All amounts due and owing hereunder, or under any attachment or exhibit hereto, are subject to annual appropriations by the County’s Board in each fiscal year of monies in sufficient amounts to satisfy the same.

8. **OTHER TERMS:** Whenever possible the terms of this 4th Amendment, and all exhibits and attachments hereto shall be read together. However, if the terms of this 4th Amendment, and any exhibit or attachment hereto conflict, the following shall control in this order (with #1 being the document that controls over all others, and so on): (1) the 4th Amendment; (2) Attachments 1 and 2, in that order; (4) Exhibit 3, 5, and 2 in that order; and (5) Exhibit 1. The headings of the sections of this 4th Amendment are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number 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 may extend and be applied to one person or thing, as well as to several persons or things. This 4th Amendment may be executed in duplicate originals, any of which shall be equally authentic. Except as specifically modified hereby, this 4th Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representative of the Parties hereto have executed and sealed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Fluvanna County

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

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

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

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

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

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

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

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

Approved as to form:

\_\_\_\_\_  
By: Kristina M. Hofmann, Deputy Fluvanna County Attorney



**EXHIBITS:**

- Attachment 1 – Agreement Provisions Specifically Applicable to Additional Services
- Attachment 2 – Payment Card Processing Agreement
- Attachment 3 – Updated Additional Services Requirements
- Exhibit 1- RFP (incorporated by reference)
- Exhibit 2 – Proposal (incorporated by reference)
- Exhibit 3 – Schedule 1 – Tyler Payments Quote
- Exhibit 4 – Intentionally Omitted
- Exhibit 5 - Service Level Agreement

**Attachment 1**  
**Agreement Provisions Specifically Applicable to the Additional Services**

In providing the Additional Services the Tyler (sometimes referred to herein as “Contractor”) and County agree to the following:

1. All words defined in the 4<sup>th</sup> Amendment shall have the same meaning when used herein. As used herein, the words below shall be defined as follows when used herein:

- a. "Authorized Users" means County's employees or contractors designated by County to access and use the Services.
- b. "Cardholder" means the individual in whose name a Payment Device has been issued and any authorized user of such Payment Device.
- c. "Cardholder Data" has the meaning stated in the Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS) Glossary of Terms, Abbreviations, and Acronyms.
- d. "Chargeback" means a Transaction disputed by a Cardholder or Issuer under the Payment Network Regulations.
- e. "Credit Card" means a card or device bearing the symbol of any Credit Card Association and associated with a revolving line of credit that can be used to purchase from County or to pay an amount due to County.
- f. "Credit Card Associations" or “Association” means (i) Visa (Visa U.S.A., Inc.); (ii) MasterCard (MasterCard International Incorporated); (iii) Discover Network; and (iv) any other organization or association that hereafter contracts with Contractor (and is approved by the County) to authorize, capture, and settle Transactions effected with Credit Cards issued or sponsored by such organization or association, and any successor organization or association to any of the foregoing.
- g. "Customer" means a client of County who elects to conduct a payment Transaction with County through presentation of a Payment Device (including a Cardholder).
- h. "Data Breach" means unauthorized access to, use, disclosure or exfiltration of any Cardholder Data or Transaction Information in connection with the Merchant’s use of the Additional Services.
- i. "Debit Card" means a card or device bearing the symbols of one or more EFT Networks or Credit Card Associations, which may be used to purchase goods and services from County or to pay an amount due to County by an electronic debit to the Cardholder's designated deposit account.
- j. "Discover Network" means the payment network operated and maintained by DFS Services LLC.
- k. "EFT Networks" means any organization or association that is currently or hereafter authorizes Contractor to authorize, capture, and settle Transactions effected with Debit Cards, and any successor organization or association to any of the foregoing.
- l. "Issuer" means the institution that issued the Credit Card/Debit Card to the Cardholder.
- m. "Laws" means all applicable local, Commonwealth of Virginia, and federal statutes, regulations, ordinances, rules, and other binding law in effect from time to time and Payment Network Regulations.

- n. "Tyler Data Breach Losses" means (i) any fine, penalty, assessment, or charge levied by any Payment Network or regulatory authority against County, due to a Tyler Data Breach provided that, prior to any Payment Network or regulatory authority's finalization of any fine, penalty, assessment, or charge for which Merchant will seek recovery from Tyler, Merchant obtains for Tyler the opportunity to discuss and attempt to negotiate such fine, penalty, assessment, or charge with the applicable Payment Network or regulatory authority; (ii) amounts paid by County to third parties to reimburse them for their direct losses resulting from or attributable to a Tyler Data Breach to the extent the Merchant is required by Laws (including by a statutory or contractual obligation or court order) to make such payments (excluding amounts paid under clause (i) above), and (iii) the County's direct costs related to a Tyler Data Breach including in providing one year of credit monitoring to Cardholders affected by a Data Breach involving unauthorized access to unencrypted full primary account numbers or social security numbers. "Payment Device" means any device or method used for the purpose of obtaining credit or debiting a designated account including without limitation a Credit Card, Debit Card, and any other financial transaction device or method.
- o. "Payment Network" means any Credit Card Association, EFT Network, ECS (electronic cash system) Association or automated clearing house ("ACH") association, governmental agency or authority, and any other entity or association that issues or sponsors a Payment Device or PayPal Payment Device or operates a network on which a Payment Device is processed.
- p. "Payment Network Regulations" means the rules, operating regulations, guidelines, specifications and related or similar requirements of or applicable to any Payment Network.
- q. "PCI-DSS" means the Payment Card Industry Data Security Standards.
- r. "POS Device" means a terminal, software or other point-of-sale device at the County.
- s. "Security Programs" means the PCI-DSS, including the Cardholder Information Security Program of Visa, the Site Data Protection Program of MasterCard, the Data Security DISC Program and the PCI-DSS regulations of Discover Network, and the security programs of any other Payment Network, and any modifications to, or replacements of, such programs that may occur from time to time.
- t. "Transaction" means any action between County and a Cardholder or Payment Network that results in transmission of Cardholder Data or Transaction Information (i.e., payment, purchase, refund, return, chargeback, authorization request, settlement submission, transaction inquiry, etc.).
- u. "Transaction Information" means any data or information related to a Transaction, including without limitation, payment processing-related transactional information that may be collected or stored by Contractor, including the price paid, date, time, approval, unique transaction number, County location identifier, and Customer bank information related to a Transaction.
- v. "Transaction Receipt" means the paper or electronic record evidencing a Transaction, or payment to, the County by a Cardholder using a Payment Device.
- w. "Updates" means all updates, revisions, patches, fixes, new releases, and other improvements to any Services provided to County under the 4<sup>th</sup> Amendment or relating to the Additional Services.

2. **ADDITIONAL SERVICES:** During the Term, the Contractor agrees to provide all of the Additional Services in accordance with the 4<sup>th</sup> Amendment.

3. **SCHEDULE:** Upon execution of the 4<sup>th</sup> Amendment, Tyler will promptly contact the County to establish a mutually agreed schedule of implementation for the Additional Services. Tyler expects the project to take three to four months to complete provided County responsiveness in providing required performance and reasonable cooperation in scheduling project activities and will propose a schedule in accordance with this expectation. Tyler and County will perform in accordance with the mutually agreed schedule.

4. **COMPENSATION: See 4<sup>th</sup> Amendment.** The Contractor shall provide all labor, materials, administrative tasks, shipping, equipment, items, materials, supervision, training, support or other work or things of any kind relating to the Additional Services at its sole cost and expense. The County and Contractor agree that for the payments made by Cardholders using the Online Payment System, the Contractor may charge directly to the Cardholder only those costs specifically set forth in the Quote or such adjusted amounts as specifically authorized under the 4<sup>th</sup> Amendment. All proper invoices shall be paid in accordance with the terms of the 4<sup>th</sup> Amendment. The Go-Live date for all aspects of the payment processing and delivery systems including without limitation the delivery of the POS devices, implementation of the POS devices, implementation of all payment processing systems, websites and equipment being a part of the Additional Services, training of County staff is complete and Customers are able to make payments in all formats required by the terms of the 4<sup>th</sup> Amendment (the "OPP Setup Completion Date"). If OPP Setup Completion Date has not occurred on or before the 1<sup>st</sup> day of October, 2024, due to no fault of the County, then the County may terminate the Additional Services upon written notice to Tyler and no early termination fees, rental fees or any other fees or other amounts of any kind related to the Additional Services shall be due and owing from the County to Tyler. In the event that either the County does not sign any of the Member Bank Agreements OR the County terminates for cause at any time, then no early termination fees of any kind apply. No early termination fees of any kind may be charged by Contractor so long as the County does not terminate for convenience during the 1<sup>st</sup> year of the Additional Services (beginning on the OPP Setup Completion Date and terminating one calendar year therefrom). **Consistent with the costs set out in the Quote, the Contractor will invoice the County separately each month for any Chargebacks and e-check rejects.** If the County terminates without cause during the first year of the Agreement, then an early termination fee shall apply and the early termination fee shall be calculated as the lesser of: (i) six (6) times the average monthly fees payable to Contractor pursuant to the Processing Agreement for the Additional Services only (with such average to be determined with reference to the months immediately preceding the termination date); and (ii) TWENTY-FIVE THOUSAND DOLLARS and no/100 (\$25,000.00) .

5. **ACCOUNT CLOSING:** The County acknowledges that closing County's account(s) with Contractor may take up to thirty (30) days following termination. All obligations of a party be invoiced following termination to cover all Chargebacks and returns, and any applicable adjustments, or PN Fees and other amounts due under the 4<sup>th</sup> Amendment for 90 days after termination. At the County's request, Contractor will reasonably cooperate to provide County with up to 60 days of assistance in transitioning services provided under the 4<sup>th</sup> Amendment to County or a provider designated by County, beginning on the termination date of the Services (or such earlier date following notice of termination as requested by the County) (the "Transition Period"). Any such services will be mutually agreed upon in writing and at no more than Contractor's then-current rates. Each party will fully comply with all provisions of the 4<sup>th</sup> Amendment during any Transition Period.

6. **AUTHORIZED USE:** County will be responsible for the distribution of all passwords and user IDs issued to any Authorized User and for maintaining the confidentiality and security of Authorized User's passwords and user IDs.

**7. COMPLIANCE WITH LAWS AND PAYMENT NETWORK REGULATIONS:**

Contractor and County will comply with all Laws and Payment Network Regulations applicable to the Additional Services.

**8. CONFIDENTIAL INFORMATION AND SECURITY:**

In addition to any requirements under Law, Contractor and County will each comply with the requirements of the Security Programs as they apply to their respective obligations under the 4<sup>th</sup> Amendment. The Contractor will maintain adequate security and safeguards of all of its systems including specifically the services provided to the County. County may review Contractor's current compliance status on the Payment Network websites as available.

**9. DATA BREACH:**

If Contractor suffers a Tyler Data Breach, then Contractor will follow all Laws and Payment Network Regulations with respect to such Contractor Data Breach including providing the required reporting and forensic audits to the Payment Networks. Contractor will not pass-through or allow the County to be liable for any fees, fines, penalties, assessments, or charges or any kind levied against Contractor by the Payment Networks in connection with a Tyler Data Breach. Unless otherwise required or directed under Law, the Payment Network Regulations, or a Payment Network, Contractor will not (i) contact or inform any Customer of whose data may have been the subject of a Data Breach of the occurrence of a Data Breach, or (ii) publicly disclose that information provided by County to Contractor was the subject in any part of a Data Breach. If Contractor is legally obligated or the Payment Network Regulations or Payment Networks require Contractor to contact Customers as part of a Tyler Data Breach, Contractor will limit the notices to such Customers to those required by Law, the Payment Network Regulations, or the Payment Networks, or as approved by County.

**10. CARDHOLDER DATA AND TRANSACTION INFORMATION:**

Contractor and Merchant will ensure the security of Cardholder Data and Transaction Information in accordance with all Laws and Payment Network Regulations. Contractor and Merchant will retain Cardholder Data and Transaction Information for only the duration required by Laws and otherwise reasonably required to provide the Additional Services. Thereafter, Contractor will destroy, in a manner that will render the information unreadable, all such information that is no longer necessary or appropriate to maintain for ordinary business purposes.

**11. LIMITED USE:**

Any Cardholder Data, Transaction Information, and information regarding the County, its officers, board members, employees, or agents that Contractor obtains in connection with the 4<sup>th</sup> Amendment may be used only (a) as reasonably required to provide the services and related functions to County, (b) for administrative purposes and to maintain County's account pursuant to the 4<sup>th</sup> Amendment, (c) for Contractor's internal fraud and compliance monitoring; and (d) to comply with its obligations under the 4<sup>th</sup> Amendment, including compliance with Laws. Contractor will maintain adequate Internal Controls. Contractor will engage independent, qualified, external auditors to assess the internal controls and information security measures in place related to the Services ("Internal Controls Assessment"). The Internal Controls Assessment will conform with Laws, applicable Payment Network Regulations and industry standards, including generally accepted auditing standards. The frequency of the Internal Controls Assessment will be consistent with industry standards.

**12. SURVIVAL:**

All of the provisions of this Attachment 1 survive any termination of the 4<sup>th</sup> Amendment or the Additional Services.

## **Attachment 2 - Payment Card Processing Agreement**

This Payment Card Processing Agreement (this “Processing Agreement”) is an exhibit to that 4<sup>th</sup> Amendment to Software as a Service Agreement to Add Merchant Card Services and Card Payments Systems as an Additional Service between Tyler and the County. All words defined in the 4<sup>th</sup> Amendment have the same meaning when used herein unless the context requires otherwise. In providing the Additional Services the County (sometimes referred to herein as “Merchant”) and Tyler agree as follows:

### **1. ACKNOWLEDGEMENTS**

- a. By executing the 4<sup>th</sup> Amendment with the Processing Agreement incorporated therein, Merchant is contracting with Tyler to obtain Card processing services on Merchant’s behalf.
- b. Merchant acknowledges that Tyler contracts with a payment processor (a “Processor”), Members, and other third party providers (together “third party providers”, each a “third party provider”) such that Tyler can provide services under this Processing Agreement, and Merchant hereby consents to the use by Tyler of the Members and the third party providers to provide such services.
- c. Tyler represents that the terms and provisions of this Processing Agreement are not inconsistent with the terms and provisions of the agreements between Tyler and such third party providers.
- d. Tyler and the County agree that this Processing Agreement is only applicable to the Additional Services added under the 4<sup>th</sup> Amendment and does not modify the provisions of the Agreement with respect to any existing services of any kind under the Agreement as amended through and including the 3<sup>rd</sup> Amendment.

### **2. MEMBER BANK AGREEMENT REQUIRED**

- a. When Merchant’s customers pay Merchant through Tyler, Merchant may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the “Associations”) require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the Association and (ii) agree to comply with Association Rules as they pertain to applicable Card Transactions that Merchant submits through Tyler.
- b. Merchant shall complete an application with the Member with which Tyler has contracted, and execute an agreement with such Member (the “Member Bank Agreement”) if and as is approved by the Fluvanna County Board of Supervisors. By executing a Member Bank Agreement, Merchant is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Merchant agrees to comply with Association Rules as they pertain to Transactions Merchant submits for processing through the Tyler service. Merchant in its sole discretion shall review and approve or reject each Member Bank Agreement. If the Merchant provides written notice to Tyler that it will not approve any of the proposed Member Bank Agreements, then the 4<sup>th</sup> Amendment shall be null and void and of no force and effect.
- c. Merchant and Tyler agree that Tyler is responsible for Merchant’s obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, however, in the event Member assesses any such chargeback or dispute related fees to Tyler, Tyler shall invoice the same to Merchant.

### **3. SETTLEMENT AND CHARGEBACKS**

- a. Merchants Bank Account. In order to receive funds, Merchant must maintain a bank account (the “Merchant Bank Account”) at a bank that is a member of the Automated Clearing House (“ACH”)

system and the Federal Reserve wire system. Merchant agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days' prior written notice and substituting another bank account. Merchant is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.

- b. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Merchant.
- c. Chargebacks. Chargebacks shall be paid by Merchant in accordance with the Member Bank Agreement.
- d. Retrieval Requests. Merchant is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Merchant is responsible for any Chargebacks that result from Merchant's failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

#### 4. FEES AND INVOICING

- a. Order Form. Merchant agrees to pay Tyler the fees set forth in Exhibit 3, Schedule 1, to the 4th Amendment (the "Order Form") for services provided by Tyler. This may include fees for Payment Service Devices or other Equipment that Merchant has elected to purchase or rent as set forth on the Order Form. Fees for rental will be invoiced in annual installments in advance and otherwise in accordance with the 4<sup>th</sup> Amendment. All Fees due hereunder are due within 45 days of invoice. The terms and conditions of such rental are set forth on Exhibit A attached hereto and incorporated herein.
- b. Adjustments to Pricing. By giving at least 60 days advance written notice to Merchant, Tyler may change Merchant's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges); (ii) changes in pricing by any third party provider of a product or service used by Merchant; or (iii) other substantial market adjustment. Such new prices shall be applicable as of the effective date established by the Association or third party provider or as of any later date specified in Tyler's notice to Merchant; except that no change can take place less than 60 days from the date of the notice to Merchant. The County shall then have the option to terminate the Additional Services within thirty (30) days of receiving such notice for any increase. In the event the County elects to terminate, the County will not be charged any fees after such termination date for the Additional Services, and the prorated portion of any pre-paid but unused annual fees shall be refunded to the County within thirty (30) days of such termination. Notwithstanding the foregoing, (i) per the 4<sup>th</sup> Amendment, Tyler may not update pricing for rental of Equipment for a period of one year from the Device Date; and (ii) Tyler MUST notify the County in writing at least 60 days prior to making any changes to the transaction fee schedule being charged to end users; and then the County shall have the option to terminate the Additional Services within thirty (30) days of receiving such notice for any increase in the fees charged to the end users. If the County elects to terminate, then the County will not be charged any fees after such termination date for the Additional Services, and the prorate portion of any pre-paid but unused annual fees shall be refunded to the County within thirty (30) days of such termination.
- c. Payment of Fees.
  - i. Online Payments. For payments that are initiated online, a convenience fee or service fee may be assessed to the Cardholder for each payment transaction that is paid electronically using a credit or debit card. Such convenience fee or service fee is set forth in the Order Form and will be charged at the time of the transaction to be deposited directly into a Tyler

bank account from which all fees associated with processing and settling the transactions will be paid.

- ii. Over the Counter Payments. For payments that are initiated in your offices, a service fee may be assessed to the Cardholder for each payment transaction and Tyler shall invoice Merchant for services and service fees on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and service fees. Following receipt of a properly submitted invoice, the Merchant shall pay amounts owing therein forty-five (45) days in arrears.

## 5. LICENSE

Tyler hereby grants Merchant a non-exclusive, revocable license to use the Tyler Intellectual Property (as defined in Section 10(b)) for the limited purpose of performing under this Processing Agreement. Merchant shall at all times be responsible for compliance with applicable law and Association Rules. Unless otherwise provided in a separate agreement between Tyler and Merchant, any Intellectual Property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Merchant directly from the manufacturer or developer of such machinery or Intellectual Property. Merchant acknowledges that the license granted herein is limited to Merchant's use exclusively and that Merchant does not have the right to sub-license any of the Intellectual Property in either their original or modified form. Merchant agrees that it shall not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without Tyler's prior written consent.

## 6. THIRD PARTY PROVIDERS

Tyler may contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement so long as it complies with the terms of the 4<sup>th</sup> Amendment and all exhibits and attachments thereto. In such event, Merchant shall reasonably cooperate with Tyler in the execution of a new Member Bank Agreement by Merchant if and as approved, in its sole discretion, by the Fluvanna County Board of Supervisors.

## 7. TYLER TRADE SECRET AND PROPRIETARY INFORMATION

- a. Protection of Tyler Trade Secret and Proprietary Information. Merchant shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Trade Secrets and Proprietary Information (each as defined by Laws, including, without limitation, Virginia Code Section 2.2-4342), and Merchant shall not use, make, sell, or otherwise exploit any such Tyler Trade Secrets and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by Laws including specifically but without limitation the Virginia Freedom of Information Act, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order.
- b. Judicial Proceedings. If Merchant is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Trade Secret and Proprietary Information, Merchant shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Merchant nonetheless is legally compelled to disclose Tyler Trade Secret and



Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Merchant may, without liability herein, disclose to such court or tribunal only that portion of Tyler Trade Secret and Proprietary Information which the court requires to be disclosed, provided that Merchant uses reasonable efforts to preserve the confidentiality of Tyler Trade Secret and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Trade Secret and Proprietary Information.

## 8. REPRESENTATIONS AND WARRANTIES

- a. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Processing Agreement.
- b. Compliance with Laws. In performing this Processing Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler and Merchant shall comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.
- c. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Processing Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Processing Agreement.
- d. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Processing Agreement for any compensation, consideration, or value.
- e. Equipment Manufacturer Warranties. Tyler will pass through to Merchant any applicable manufacturer warranties that apply to Equipment purchased by Merchant through this Agreement.
- f. Services Warranty. Tyler will perform the Additional Services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, we will re-perform such services at no additional cost to Merchant.
- g. Disclaimer of Implied Warranties. AS TO THE ADDITIONAL SERVICES ONLY, EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS PROCESS AGREEMENT OR THE 4<sup>TH</sup> AMENDMENT, INCLUDING ANY EXHIBIT THERETO, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 9. LIMITATION OF LIABILITY

**TYLER'S LIABILITY TO MERCHANT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT AND THE ADDITIONAL SERVICES ONLY (AND SPECIFICALLY THIS SECTION 9 DOES NOT ACT AS A LIMIT OF ANY LIABILITY FOR THE EXISTING SERVICES AS SUCH MAY EXIST UNDER THE AGREEMENT, AS AMENDED THROUGH THE 3<sup>RD</sup> AMENDMENT), WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT WHICH AMOUNT INCLUDES ALL FEES AND AMOUNTS OF ANY KIND PAID**

**TO TYLER RELATED TO THE ADDITIONAL SERVICES OR THE 4<sup>TH</sup> AMENDMENT, WHICH INCLUDE WITHOUT LIMITATION, 3<sup>RD</sup> PARTY CONVENIENCE FEES, PAYER CARD COSTS, AND PAYER E-CHECK COSTS AND COUNTY RENTAL FEES BUT NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES FOR THE TWELVE MONTHS PRIOR TO THE TIME THE LIABILITY AROSE. WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE**

## **10. CHARGEBACKS AND INTELLECTUAL PROPERTY**

- a. Chargebacks. Merchant acknowledges that Tyler has agreed to be responsible for Merchant's obligations to a Member for Transactions and Association Rules as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, however, in the event Member assesses any such chargeback or dispute related fees to Tyler, Tyler shall invoice the same to Merchant.
- b. Intellectual Property.
  - i. Tyler retains all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, know-how and processes developed by Tyler and provided in connection with this Processing Agreement (collectively, the "Intellectual Property").
  - ii. Notwithstanding any other provision of this Processing Agreement, if any claim is asserted, or action or proceeding brought against Merchant that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Tyler, or Merchant's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Merchant, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Merchant, and its departments, directors, officers, employees, agents and representatives, harmless against, any such claims or actions with counsel of Tyler's choice and at Tyler's sole cost and expense and shall indemnify Merchant against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Merchant shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Merchant, or any third party pursuant to Merchant's directions, when such modifications were not specifically approved in writing by Tyler in advance or upon the unauthorized use of the Intellectual Property by Merchant.
- c. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; or (b) promptly modify the Intellectual Property to make it non-infringing; or (c) promptly procure the right of Merchant to use the Intellectual Property as intended.

## 11. TAXES

- a. Tax Exempt Status. Merchant is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.
- b. Employee Tax Obligations. Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

## 12. TERM, SUSPENSION, AND TERMINATION

- a. Term. The term of this Processing Agreement (the "Term") shall be as defined in the 4<sup>th</sup> Amendment.
- b. Termination. Upon termination of the Additional Services at expiration of the Term, or in the event either party earlier terminates the Additional Services as permitted under the Agreement, then each party shall within a reasonable period of time return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination; and all revocable licenses shall terminate.
- c. Survival. All indemnification obligations of Tyler and Merchant in the Processing Agreement or the 4<sup>th</sup> Amendment, or any exhibit or Attachment thereto, shall survive any termination of the Additional Services, the Agreement and the 4<sup>th</sup> Amendment.
- d. Termination for Cause. The County or Tyler may terminate the Additional Services under the 4<sup>th</sup> Amendment and related agreements including this Processing Agreement for Cause provided that such party follows the procedures set forth below. For purposes of this Section, "Cause" means any of the following:

A material breach of the 4<sup>th</sup> Amendment or any exhibit or attachment thereto including without limitation this Processing Agreement, which breach impairs payment processing in any substantial way, which breach has not been cured within forty-five (45) business day of the date such party receives written notice of such breach. A material breach of the 4<sup>th</sup> Amendment or any exhibit or attachment thereto including without limitation this Processing Agreement, which does not significantly impair actual payment processing but has other impacts, or if Tyler services provided under this Processing Agreement fail to conform to generally accepted standards for such services in the card processing industry and, after ninety (90) days written notice, the breaching party does not rectify its failure of performance;

- i. If Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs; or
  - ii. The Merchant fails to pay amounts when do or otherwise breaches a material term of the 4<sup>th</sup> Amendment and fails to cures such breach within forty-five (45) days of such notice.
- Notwithstanding the foregoing, any cure period shall be tolled while a dispute is ongoing if the allegedly breaching party responds during an applicable cure period to the purported breach notice in writing with a statement as to why such action(s) is not a breach. Any disputed invoices are not yet properly due and owing.

- e. Survival. The following provisions shall survive after the Term of this Processing Agreement: 4(c); 7; 10; 11; 12; 14; and 15. No party may terminate this Processing Agreement for cause unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 13 following such period.

### 13. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Merchant and Tyler's representative assigned to Merchant's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Merchant's chief executive officer or other individual reasonably designated by Merchant and Tyler's applicable division President ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties may submit the matter to mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief under Section 7.

### 14. MISCELLANEOUS

- a. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.
- b. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.
- c. Notices. See 4<sup>th</sup> Amendment for Notice provisions.
- d. Counterparts. This Processing Agreement is an attachment to and a part of the 4<sup>th</sup> Amendment. This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.
- f. Entire Agreement. The 4<sup>th</sup> Amendment, together with all exhibits and attachments thereto, and the Agreement to which the 4<sup>th</sup> Amendment relates, constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, including an agreement for other Tyler software or services with which Tyler Payments is included. For the avoidance of doubt, any conflict between the terms of the 4<sup>th</sup> Amendment (inclusive of all attachments and Exhibits but subject to its order of precedence) and the Agreement shall be resolved by giving preference to the 4<sup>th</sup> Amendment for purposes of the provision of the Additional Services only; otherwise the 4<sup>th</sup> Amendment is not intended to modify the general or specific provisions of the Agreement through the 3<sup>rd</sup> Amendment as to any existing services, or the provisions thereof or liability relating thereto.
- g. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.
- h. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.

- i. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.
- j. Governing Law. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Merchant's domicile, without regard to or application of choice of law rules or principles.
- k. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Merchant may, upon the written request, audit any and all records of Tyler relating to services provided herein. Merchant shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Trade Secret and Proprietary Information not relating specifically to Merchant and not otherwise required to be provided to Merchant under applicable law or as a part of this Processing Agreement. Tyler shall make such books and records available to Merchant by electronic submission to Merchant or in person during normal business hours, at Tyler's election (except Tyler will provide such records electronically whenever such format is reasonably or easily available to Tyler as the parties agree that requiring the County to expend public funds to travel to Tyler's "principal location for delivery" if not absolutely necessary will not be required or requested). If Tyler elects to provide such records in person, then any such in person audit shall be conducted at Tyler's principal location for delivery of the scope of the 4<sup>th</sup> Amendment during Tyler's normal business hours or at such other location as may be mutually agreed to by the parties.
- l. No Third-Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
- m. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.
- n. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.
- o. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 7 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

## 15. CERTAIN DEFINITIONS

- a. Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council.

- b. Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.
- c. Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of an Association that Merchant accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.
- d. Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.
- e. Chargeback means a reversal of a Card sale Merchant previously presented pursuant to Association Rules.
- f. Member or Member Bank means an entity that is a member of the Associations.
- g. Order Form means a document listing the pricing associated with this Processing Agreement.
- h. Processing Agreement means this Payment Card Processing Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein.
- i. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Merchant has made.
- j. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.

**Exhibit A**  
**Payment Service Devices/Equipment – Rental and Purchase**

**This Exhibit A is incorporated into that certain Payment Card Processing Agreement between Tyler and Merchant (the “Agreement”).**

**1. TERMS APPLICABLE TO BOTH PURCHASE AND RENTAL OF EQUIPMENT**

- a. Generally. Tyler will provide PCI-compliant Payment Service Devices as elected by Merchant and described in the Order Form and related equipment for rent or purchase during the term of this Agreement for the fees set forth in the Order Form.
- b. Shipping Timelines. Tyler shall ship newly-requested Payment Service Devices (and associated supplies, such as printers, cables, power supplies, mounting hardware or other equipment identified in an Order Form) (“Equipment”) to Merchant within (a) 14 calendar days of the request or (b) 14 calendar days prior to payment service commencement/go-live, whichever is later. Tyler shall ship failure-related replacement Equipment to Merchant within two (2) Business Days of a written request.
- c. Delivery and Acceptance. Tyler will deliver the Equipment to the location designated by Merchant in the Order Form. If an address for delivery is not expressly designated in the Order Form, such Equipment will be delivered to Merchant’s address otherwise set forth in the 4<sup>th</sup> Amendment. Merchant will be deemed to have accepted each piece of Equipment on the earlier of (i) when Merchant acknowledges receipt or (ii) twenty-one (21) days after confirmed delivery of each such piece of Equipment, unless Tyler is notified earlier in writing by Merchant that the Equipment has not been received or is not functional.
- d. Rights and Restrictions. Tyler shall process payments received from Merchant’s Payment Service Devices provided by Tyler. Merchant acknowledges that the Payment Service Devices are embedded with proprietary encryption technology that will be injected by Tyler’s designee into the Payment Service Devices. Merchant agrees that all of Merchant’s over-the-counter transactions processed through a Tyler application will be required to use Payment Service Devices provided by Tyler. Merchant will maintain each Payment Service Device in its possession and will not permit any physical alteration or modification of any piece of Equipment. Each piece of Equipment will be used only in the ordinary course of Merchant’s business in connection with Tyler applications. The Equipment is not being sold or rented to the Merchant for home or personal use. Merchant acknowledges that the Equipment rented or purchased through this Exhibit may not be compatible with another processor’s systems. Merchant hereby agrees to return all Equipment, upon request by Tyler, if Merchant is overdue in payments due under the 4<sup>th</sup> Amendment by more than forty-five (45) days.
- e. Change Notice. Tyler shall provide thirty (30) calendar days written notice for Equipment changes that affect Merchant, which includes, without limitation, when Tyler will no longer support a Payment Service Device. Tyler will only be obligated to replace Equipment when a Payment Service Device is no longer capable of functioning or Tyler ends support of the specific make and model of the Equipment.
- f. PCI DSS Compliance. Each party understands and agrees to comply with PCI DSS and any amendments thereto. Merchant shall be responsible for compliance with PCI DSS version 3.2.1 and any more current versions regarding the Payment Service Devices, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

**2. INTENTIONALLY OMITTED.****3. TERMS APPLICABLE ONLY TO EQUIPMENT RENTAL**

- a. Tyler will rent to Merchant the Equipment identified in the Order Form, as set forth herein and pursuant to the 4<sup>th</sup> Amendment. The rental period will commence when the Equipment is accepted as defined above; and subject to the provisions of the 4<sup>th</sup> Amendment. At the end of the rental term identified in the 4<sup>th</sup> Amendment or when the Additional Services are terminated, Merchant will promptly return each piece of Equipment to Tyler at Merchant's cost, in the same condition as when received, ordinary wear and tear excepted, unless otherwise directed by Tyler. The rental period will terminate when Equipment is returned to Tyler at 840 West Long Lake Road, Detroit, Michigan 48098, Attention: Tyler Payments, except that the rental period will sooner terminate on the date that Merchant notifies Tyler of any termination for cause as of such termination date or at an earlier date specified by Tyler in writing. The following information must be included within the shipping box: (i) Merchant name, complete address and phone number; (ii) name of person to contact if there are any questions; (iii) your Merchant account number; and (iv) serial number of the Equipment. Merchant will retain proof of delivery documents and the applicable serial number. For any piece of Equipment that is not returned to Tyler substantially in accordance with this paragraph, Merchant will pay Tyler the lesser of \$500 or the depreciated fair market value of such piece of Equipment as if it were in the condition described herein.
- b. Merchant will not assign its rights or obligations under this Exhibit, or pledge, lend, create a security interest in, incur any liens or encumbrances on, or sublease the Equipment to any other person or entity without Tyler's prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of consent shall be void.
- c. The provisions of this Exhibit will survive the termination or expiration of the Agreement and continue until all rented Equipment is returned to Tyler or paid for.

Updated 10/26/21



### **Attachment 3**

#### **Additional Service Requirements**

- a. Card readers provided by Tyler will be PCI-DSS compliant.
- b. Upon receipt of payment confirmation from the card terminal, Tyler Payments transmits transaction ID, amount, and merchant transaction number to the applicable Tyler application.
- c. Payment card information is not stored in the Tyler application(s).





Quoted By: Steve Simmons  
 Quote Expiration: 05/21/22  
 Quote Name: Fluvanna County - ERP - Tyler Payments  
 Quote Description: Tyler Payments - Munis and EnerGov

**Sales Quotation For:**  
 Fluvanna County  
 PO Box 540  
 132 Main Street  
 Palmyra VA 22963-1001  
 Phone: +1 (434) 591-1910

**Transaction Fees**



**Description**

EnerGov Tyler Payments  
 EnerGov Tyler Payments POS  
 Munis Tyler Payments  
 Munis Tyler Payments POS

**3rd Party Hardware, Software and Services**

Description	Qty	Unit Price	Unit Discount	Total Price	Unit		Total
					Maint/SaaS	Maint/SaaS Discount	
Monthly Rental, Credit Card Device, Lane 5000 (w/ EMV, P2PE)	6	\$ 0	\$ 0	\$ 0	\$ 1,656	\$ 0	\$ 1,656
Tyler Payments PCI Service Fee (Per Device)	6	\$ 0	\$ 0	\$ 0	\$ 1,080	\$ 0	\$ 1,080

*Exhibit 3, Schedule 1*

TOTAL \$ 0 \$ 2,736

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 2,736
<b>Summary Total</b>	<b>\$ 0</b>	<b>\$ 2,736</b>
<b>Contract Total</b>	<b>\$ 2,736</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

All Primary values quoted in US Dollars

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

*intentionally omitted*

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments. Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

*intentionally omitted.*

<b>Payer Electronic Payment Costs</b> <i>(Passing transaction costs to the payer)</i>	
<p><u>Online Payer Utility Card Cost</u> – Convenience Fee – per card transaction with Visa, MasterCard, Discover, and American Express for online utility transactions</p> <p>Applied to:</p> <ul style="list-style-type: none"> <li>- Munis – online – utility billing</li> </ul>	<p>\$2.95 \$120 transaction cap</p>
<p><u>Payer Card Cost</u> – Service Fee – per card transaction with Visa, MasterCard, Discover, and American Express for non-utility online transactions and all in-person transactions.</p> <p>Applied to:</p> <ul style="list-style-type: none"> <li>- Munis – over the counter – utility billing</li> <li>- Munis – over the counter and online               <ul style="list-style-type: none"> <li>o Real Estate</li> <li>o Personal Property</li> </ul> </li> <li>- EnerGov – over the counter and online               <ul style="list-style-type: none"> <li>o Building Inspection</li> <li>o Planning</li> </ul> </li> </ul>	<p>2.95% \$2.50 minimum</p>
<p><u>Payer eCheck Cost</u> – per electronic check transaction</p>	<p>\$1.25</p>
<b>Miscellaneous Costs</b>	
<p><u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)</p>	<p>\$15.00</p>
<p><u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)</p>	<p>\$5.00</p>
<p><u>Card Terminal Rental</u> – Annual recurring fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support</p>	<p><u>Lane 3000:</u> \$396 (annual recurring) <u>Lane 5000:</u> \$456 (annual recurring)</p>
<p><u>Card Terminal Purchase</u> – Maintenance fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support</p>	<p><u>Lane 3000:</u> \$419 (one-time fee) <u>Lane 5000:</u> \$529 (one-time fee) Plus \$180 Device Annual Support</p>
<p><u>IVR</u> - per transaction on top of Card fee passed to the payer or absorbed</p>	<p>\$0.50</p>







## Exhibit C Service Level Agreement

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, Denial of Service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

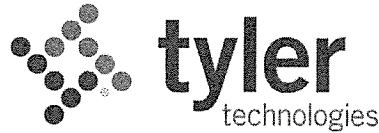
Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

\* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



**Exhibit C  
Schedule 1  
Support Call Process**

**Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

**Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



**Issue Handling**

*Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

*Incident Priority*

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### *Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





**SUBMITTER MERCHANT  
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**

These terms and conditions, the application, forms, and other documents provided by you herewith constitute the Agreement between Paymentech, LLC, JPMorgan Chase Bank, NA, and Merchant

Paymentech, LLC, also known as Chase Merchant Services (“CMS”, “we”, or “us”), for itself and on behalf of JPMorgan Chase Bank, N.A. (“Chase”), is excited about the opportunity to join **Tyler Technologies, Inc.** (referred to herein as “Submitter”) in providing you, the Merchant signing below (hereinafter referred to as “you” or “Merchant”) with state-of-the-art payment processing services.

When you use the services of Submitter to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by us through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

The Network Rules, generally require that we have a direct contract with each merchant for which we process payment transactions through the Network, and this agreement (this “Agreement”) contains certain contractual commitments required by the Network Rules to be contained in each such contract.

**1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.**

You agree to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions you submit to us (directly or via Submitter) for processing through Submitter. You shall not, through act or omission, cause CMS or Chase to violate any Network Rules. You shall perform your obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that it knows to be illegal. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if we reasonably suspect that it was prepared in violation of any provision of this Agreement, applicable law, or the Network Rules. You agree to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on you, Chase or CMS as a result of your actions, omissions, Transactions, Chargebacks or Returns, including without limitation, your failure to comply with the Network Rules, this Agreement or any Security Standards (the “Network Liabilities”).

**2. Your Transactions; Chargebacks and Returns.**

You represent and warrant that you will only use our services and submit Transactions for processing which represent the sale or lease of goods or the provision of services by you to a Customer and not on behalf of any third-party seller. You shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in your favor, CMS shall refund you for the amount thereof.

**3. Settlement and Funding.**

- (a) CMS will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).
- (b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with CMS’s processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the “Settlement Account”). You authorize CMS to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in connection with this Agreement. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by Submitter, the Networks, or your bank.
- (c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from your Transaction proceeds, we may debit your Settlement Account for such amounts ;
- (d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the

following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

(e) To the extent you or Submitter elect to assess a Convenience Fee for eligible Transactions, and unless otherwise agreed to in writing, you hereby acknowledge and agree that such Convenience(i) all Convenience Fee Transactions will be submitted by Submitter to CMS under the terms of the separate agreement in place between CMS and Submitter, (ii) all CMS processing fees, interchange and assessment fees, or other fees that may apply associated with the Convenience Fee Transaction shall be paid by Submitter, (iii) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges related to Convenience Fee Transactions shall be paid by Submitter, and (iv) settlement funding for Convenience Fee transactions will be paid directly to a bank account designated by Submitter.

#### 4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

(a) The NACHA Operating Rules (“NACHA Rules”) are the applicable Network Rules governing your ECP Transactions that utilize the ACH network, including, without limitation, ACH, ARC, TEL and WEB Transactions (“ACH Transactions”). You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. The originating depository financial institution which CMS uses (currently Chase) to originate and process your ACH Transactions (the “ODFI”, as that term is further defined in the NACHA Rules) retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer’s account as a result of an ACH Transaction originated by you (e.g., an issuance of a refund) is provisional until your Customer’s receiving depository financial institution (the “RDFI”, as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer’s account, and will make copies thereof available to us upon request; and (v) you hereby make to us, and certify compliance with, all warranties that we or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

#### 5. Safeguarding Account Information; Security Standards.

(a) By accepting Card and ECP payments from your Customers, you acknowledge and understand the importance of protecting Transactions and Account Information and complying with the applicable Network Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify CMS immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as CMS otherwise reasonably deems necessary. You further agree to provide CMS, upon its request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.

(b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event CMS or Chase incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse CMS and Chase, as applicable, immediately for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that CMS, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.



## 6. Merchant Taxpayer Certification and CMS Reporting Obligations.

Upon request from time to time, Merchant shall provide CMS with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify CMS if there are any changes in this information. CMS may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. CMS may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of CMS hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from CMS.

## 7. Amendments and Updates.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

## 8. Definitions.

- (a) “**Card**” means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Card Network that Merchant accepts from Customers as payment for goods or services.
- (b) “**Account Information**” is information related to a Customer or the Customer’s Card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or Submitter from the Customer’s Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer’s zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number, a bank account number, a card expiration date, the Customer’s name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.
- (c) “**ACH**” means Automated Clearing House.
- (d) “**Chargeback**” is a rejection, reversal or return of a Transaction you previously presented to CMS, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.
- (e) “**Convenience Fee**” is a charge to a Customer’s for the convenience of using the payment channel offered by Merchant through Submitter.
- (f) “**Customer**” is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you relating to a Transaction.
- (g) “**Data Compromise Event**” means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.
- (h) “**ECP**” means electronic check processing as a means of receiving or making payment in connection with a Transaction or Refund. ECP includes various products of a type supported by CMS, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.
- (i) “**Chase**” is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to CMS as required by all applicable Networks. Your acceptance of Network products is extended by the Chase.
- (j) “**Network**” is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by CMS for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association (“NACHA”), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearing house over which any ECP Transactions may be processed.
- (k) “**Network Rules**” are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.
- (l) “**CMS**”, “**we**”, “**our**”, and “**us**” is Paymentech, LLC, a Delaware limited liability company, having its principal office at 8181 Communications Parkway, Plano, Texas 75024.
- (m) “**Refund**” means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.

- (n) **“Return”** means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to CMS, as permitted and governed by the applicable Network Rules.
- (o) **“Security Standards”** are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards (“PCI DSS”), Visa’s Cardholder Information Security Program, Discover’s Information Security & Compliance Program, American Express’s Data Security Operating Policy, MasterCard’s Site Data Protection Program, MasterCard’s POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (p) **“Transaction”** is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through Submitter). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to CMS to initiate or evidence a Transaction.
- (q) **“Transaction Receipt”** means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

**I, the undersigned, individually and on behalf of Merchant, certify, represent and warrant that:**

- I am an owner, officer, partner or other authorized representative of the Merchant (“Authorized Representative”), duly authorized to:
  - enter into legally binding agreements on behalf of the Merchant;
  - execute and submit this document on behalf of Merchant;
  - provide all information contained herein (including, as applicable, banking or financial information, and personal information relating to owners, officers, partners or Merchant contacts), on behalf of the Merchant;
- all information contained within this document or submitted in connection herewith is true, complete and not misleading.
- to the extent any bank account information is being provided in connection with this document, Merchant owns such bank account, and such account is being maintained solely for business purposes and not for personal, family, or household purposes
- Chase Paymentech and Member may:
  - investigate and verify the credit and financial information of Merchant, and
  - obtain credit reports on Merchant from time to time in connection with establishing Merchant’s account and maintaining the Agreement.

**If I have identified myself as an Owner of Merchant in this document, by signing below I authorize and instruct Chase Paymentech, Member, or their designee(s) to conduct the following in connection with establishing Merchant’s account and maintaining the Agreement:**

- obtain and use consumer credit reports (or other information derived therefrom) on me from time to time; and
- investigate and verify personal credit and financial information about me or any other owner identified herein or in the Application, the Agreement, or any other document provided by me or Merchant in connection with any of the foregoing.

**Merchant, intending to be legally bound, hereby agrees to the terms and conditions of the above Payment Processing Instructions and Guidelines.**

**Agreed and Accepted by:**

\_\_\_\_\_   
 MERCHANT LEGAL NAME

\_\_\_\_\_   
 Legal Address

\_\_\_\_\_   
 By (authorized signature)

\_\_\_\_\_   
 By, Name, Title

\_\_\_\_\_   
 Date

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

**TAB C**

<b>MEETING DATE:</b>	October 4, 2023				
<b>AGENDA TITLE:</b>	Central Virginia Small Business Development Center (CVSBDC) Update				
<b>MOTION(s):</b>	N/A				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		<b>X</b>			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			<b>X</b>		
<b>STAFF CONTACT(S):</b>	Jennifer Schmack, Economic Development Director				
<b>PRESENTER(S):</b>	Rebecca Haydock, Director – Central Virginia Small Business Development Center				
<b>RECOMMENDATION:</b>	N/A				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	Rebecca Haydock, Director, is providing a 2023 Central Virginia Small Business Development Center update.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	N/A				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>



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

**TAB D**

<b>MEETING DATE:</b>	October 4, 2023				
<b>AGENDA TITLE:</b>	Constitutional Officer Pay Policy Update				
<b>MOTION(s):</b>	N/A				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator and Donna Snow, Human Resources				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Information Only				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>Prior to January 18, 2017, the County did not have a policy in place to address the starting salaries of newly elected Constitutional Officers. The Board of Supervisors adopted Personnel Policy 2.8.6 Constitutional Officer Pay on January 18, 2017. It was requested to bring the Constitutional Officer Pay Policy back for the Board of Supervisors for review.</p> <p>UPDATE: The Board requested at their September 6, 2023 meeting to get information from other localities on their policies and/or their basis for starting pay for Constitutional Officers. Human Resources received information from four similar sized counties and one larger county:</p> <ul style="list-style-type: none"> <li>• The four similar sized counties (Greene, Louisa, Middlesex and Powhatan) did not have a Constitutional Officer Policy in place. They either received the starting pay as established by the Compensation Board or they used the Compensation Board starting pay as the basis and then negotiated an amount above that with the Board of Supervisors.</li> <li>• Hanover County does have a Constitutional Officer policy similar to Fluvanna. Like Fluvanna, it uses the Compensation Board as the basis for a starting salary and allows for a higher amount based upon education experience and other factors.</li> </ul>				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	Personnel Policy 2.8.6. Constitutional Officer Pay was adopted by the Board of Supervisors January 18, 2017				

<b>ENCLOSURES:</b>	Personnel Policy 2.8.6. Constitutional Officer Pay				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
				X	X

F. Temporary Special Pay Increases. The County Administrator may authorize the following increases upon completion of an approved certification/licensure or upon beginning an approved Deputy Sheriff Temporary Assignment.

Certificate	\$ 500
Licensure	\$ 1,000

<b>Temporary Assignment Certifications (Deputy)</b>	
Court Security-Civil Process (CSCP)	\$ 500
Drug Abuse Resistance Education (DARE)	\$ 500
Detective I	\$ 500
General Instructor	\$ 500
Field Training Officer (FTO)	\$ 1,000
Range Master	\$ 1,000
Motor Officer	\$ 1,000
Master Deputy	\$ TBD Annually

G. Application and Processing

1. Department Heads, Constitutional Officers, or Agency Heads or their designees shall complete and submit a “Personnel Action Request (PAR)” form to Human Resources for special pay consideration, along with any required documentation. The form requires the employee to provide specific information and to certify that the information is correct, and recommendations from the employee’s supervisor and Director/Constitutional Officer/Agency Head.

2. When possible and to help ensure applicability, requests should be submitted and preliminarily approved prior to enrollment.

3. The HR Manager shall review the request and make a recommendation to the County Administrator for final approval/disapproval.

4. HR files the completed PAR form in the employee’s personnel record.

**2.8.6. Constitutional Officer Pay**

*BOS adopted – January 18, 2017*

A. Starting Salary. The starting salary for newly elected Constitutional Officers will be set at the minimum amount that must be paid to the Constitutional Officer by the local government as established by the General Assembly and reimbursed by the State’s Compensation Board. Per State Code § 15.2-1605.1, however, the Board of Supervisors may approve a higher starting salary. The Board may consider education, experience, special skills or certifications, and proficiency in related former role(s) when determining that a higher starting salary is appropriate.

B. Salary for Interim Appointments. The salary for an appointed interim Constitutional Officer will be the minimum amount that must be paid to the Constitutional Officer by the local government as established by the General Assembly.



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

**TAB E**

<b>MEETING DATE:</b>	October 4, 2023				
<b>AGENDA TITLE:</b>	2023 Fluvanna County Fair Review				
<b>MOTION(s):</b>	N/A				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, list goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
<b>STAFF CONTACT(S):</b>	Aaron Spitzer, Director of Parks and Recreation				
<b>PRESENTER(S):</b>	Aaron Spitzer, Director of Parks and Recreation				
<b>RECOMMENDATION:</b>	Information only				
<b>TIMING:</b>	N/A				
<b>DISCUSSION:</b>	This presentation is to give a review of the 2023 Fluvanna County Fair along with expenditures and revenues of both the Fair Board and Parks and Recreation department.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	None.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		X			X



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

**TAB F**

<b>MEETING DATE:</b>	October 4, 2023				
<b>AGENDA TITLE:</b>	Short-Term Rental Ordinance				
<b>MOTION(s):</b>	N/A				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator, Dan Whitten, County Attorney and Douglas Miles, Director of Community Development				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Information Only				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>Fluvanna County does not have a short-term rental ordinance enacted. Fluvanna County currently permits the rental of rooms to tourists as a part of our Home Occupation zoning ordinance definition. The Home Occupation definition is summarized as an accessory use of a dwelling unit and/or an accessory structure for gainful employment involving the production, provision, or sale of goods and/or services, which is clearly incidental to or secondary to the residential use of a parcel. Home occupations <u>shall include the rental of rooms to tourists</u>. Home occupations must be conducted in accordance with all applicable federal, state and local statutes and regulatory requirements. (The maximum floor area permitted for a home occupation shall be 25 percent of the finished floor area of the dwelling unit) taken from Section 22-17-19 Home Occupation – General Standards (included in as an enclosure) which limits a Home Occupation to 25% of the home.</p> <p>Currently, short-term rental of an entire house is not permitted; however, a property owner could rent out one room of their home, provided that a member of the household is on the premises; and the rental of room(s) was mainly intended to provide short term stays of visiting tourists. If a homeowners’ association does not permit short-term rentals in their covenants, then it would not be allowed.</p> <p>Included with this agenda item are a few sample short-term rental ordinances for Warren and Albemarle County, which gives an example of ordinance requirements at opposite ends of the spectrum.</p>				
<b>FISCAL IMPACT:</b>	N/A				

<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Fluvanna County Code Sec. 22-17-19. Home occupation—General standards.</li> <li>• Warren County Code Sec. 180-56.4. Short-term tourist rentals.</li> <li>• Albemarle County Sec. 5.1.48 Homestays.</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>				<b>X</b>

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**Sec. 22-17-19. Home occupation—General standards.**

- (A) These provisions are adopted in recognition that certain small-scaled commercial activities may be appropriate accessory uses within residential dwellings. The character and scale of such commercial activities must be subordinate and incidental to the principal use of the premises for dwelling purposes and must be consistent with the predominant residential character of the property and/or surrounding neighborhood. In addition, these provisions are intended to limit the size of such home occupations so as to not create an unfair competitive advantage over businesses located in commercially zoned areas.
- (B) The general standards applicable to all home occupations are as follows:
- (1) The maximum floor area permitted for a home occupation shall be 25 percent of the finished floor area of the dwelling unit. More than one home occupation may be permitted provided the total floor area used for all home occupations does not exceed 25 percent.
  - (2) An accessory building or structure may be used with the home occupation, provided that the total floor area devoted to the home occupation in the accessory structure and dwelling unit does not exceed 25 percent of the finished floor area of the dwelling unit.
  - (3) Outside storage of goods, products, equipment, or other materials associated with the home occupation shall be prohibited.
  - (4) In the A-1 zoning district, one (1) person who is not a permanent resident of the dwelling may be engaged or employed in the home occupation.
  - (5) The use, sale or storage of toxic, explosive, flammable, radioactive, or other hazardous materials in conjunction with a home occupation shall be prohibited.
  - (6) No use permitted only in districts I-1 and/or I-2 shall be permitted as a home occupation.
  - (7) Lessons in the applied arts shall be permitted, provided the class size for any lesson does not exceed ten (10) students at any one (1) time. Special events such as recitals shall be permitted on an incidental basis.
  - (8) All signs related to home occupations shall comply with the county zoning ordinance, including but not limited to Article 15 therein.
  - (9) All home occupations shall comply with Chapter 15.1 of the County Code concerning noise. No activity in conjunction with a home occupation shall be conducted before 7:00 a.m. or after 10:00 p.m. that adversely impacts or disturbs adjoining property owners.
  - (10) The operation of the home occupation shall not be permitted to significantly exceed, expand, or alter the residential nature of the dwelling unit and/or accessory structure, including but not limited to the following:
    - (a) The color, material, construction, or lighting of the exterior of the dwelling unit or accessory structure;
    - (b) The parking and type and volume of traffic connected with the dwelling unit and/or accessory structure, including commercial deliveries and pickups;
    - (c) The demand for water and sewer services to the extent that usage might meet the commercial usage threshold;
    - (d) Vibration, glare, fumes, odors or electrical interferences detectable to the normal senses off the premises or through common walls. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises or through common walls.

(Ord. 10-17-18)

(Supp. No. 1)

**§ 180-56.4. Short-term tourist rentals. [Added 4-17-2012]**

Where allowed, short-term tourist rentals shall meet the following requirements:

- A. The owner of a dwelling unit to be used for a short-term tourist rental shall apply and receive a zoning permit and/or a conditional use permit from the Planning Department prior to utilizing the dwelling unit as a short-term rental. The permit shall be reviewed by planning staff on an annual basis to ensure compliance with the performance standards listed in this section, along with all conditions placed on the conditional use permit, if applicable. Warren County may revoke a permit for repeated noncompliance with these performance standards. **[Amended 11-18-2014]**
- B. The maximum number of occupants in the dwelling unit shall be determined according to permit approval received by the Warren County Health Department; however, the maximum number of occupants shall not exceed 10. **[Amended 11-18-2014]**
- C. Parking for the use shall be located in driveways or other designated and approved parking areas. The parking of vehicles is prohibited in or along all rights-of-way and in yards.
- D. Property boundaries, or limitations within the property's boundaries where transients are allowed, must be clearly marked at all times.
- E. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.
- F. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the Uniform Statewide Building Code; and a carbon monoxide detector must be installed on each floor in every dwelling. **[Amended 11-18-2014]**
- G. The owner of a dwelling used for short-term tourist rentals shall give the county written consent to inspect any dwelling used for short-term rental to ascertain compliance with all the above performance standards upon a twenty-four-hour notice.
- H. A property management plan demonstrating how the short-term tourist rental will be managed and how the impact on neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants and utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to County staff, public safety officials and, if applicable, the HOA/POA of the subdivision. The plan must be provided as part of the rental contract. **[Added 11-18-2014]**
- I. If the property is located within a subdivision governed by a homeowners' association/property owners' association, the Planning Department must receive a recommendation of approval or disapproval from the HOA/POA to operate the short-term tourist rental. **[Added 11-18-2014]**
- J. The short-term tourist rental shall have a "land line" with local phone service. The phone number servicing the short-term tourist rental shall be included in the property management plan. **[Added 11-18-2014]**
- K. The owners of the tourist rental shall provide an emergency evacuation plan for the dwelling and the neighborhood. **[Added 11-18-2014]**
- L. A copy of Chapter 123 of the Warren County Code relative to noise must be provided at the short-term tourist dwelling. **[Added 11-18-2014]**

§ 180-56.4

§ 180-56.4

- M. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation as described in Warren County Code § 180-63. **[Added 11-18-2014]**
- N. All outdoor burning shall be in compliance with Chapter 92 of the Warren County Code. **[Added 11-18-2014]**
- O. There shall be a minimum of 100 feet from the short-term tourist rental to all neighboring residences. **[Added 11-18-2014]**



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**Sec. 5.1.48 Homestays.**

Each homestay is subject to the following regulations:

- a. *Zoning clearance.* A parcel owner must obtain a zoning clearance under section 31.5 prior to conducting a homestay.
  1. *Information and sketch plan to be submitted with request for zoning clearance.* The following items must be submitted with each application for a homestay zoning clearance under section 31.5:
    - i. *Information.* The following information:
      1. The proposed use;
      2. The maximum number of guest rooms;
      3. The provision of authorized on-site parking; and
      4. The location, height, and lumens of outdoor lighting.
    - ii. *Schematic plan.* A schematic drawing of the premises with notes in a form and of a scale approved by the Zoning Administrator, depicting:
      1. All structures to be used for the homestay;
      2. The locations of all guest rooms; and
      3. How access, on-site parking, outdoor lighting, signage and minimum yards would comply with this chapter.
  2. *Signatures.* An application must be signed by the responsible agent and an owner of the subject parcel(s).
  3. *Residency verification.* The owner must provide two forms of verification of permanent residency, such as a driver's license, voter registration card, or other document(s) that the Zoning Administrator determines provide equivalent proof of permanent residence at the subject parcel(s). These documents must be provided in person for review during the review process.
  4. *Building code, fire and health approvals.* Before the Zoning Administrator approves a zoning clearance under section 31.5, the owner of the parcel must obtain approval of the use from the building official, the fire official, and the Virginia Department of Health.
  5. *Annual notice.* The owner(s) of a homestay parcel must provide notice to the owner(s) of all abutting parcels, containing the name and contact information, including a working telephone number, of the homestay parcel's owner(s) and any other designated responsible agent. The homestay parcel's owner(s) must provide both a copy of the notice to the Zoning Administrator prior to approval of a zoning clearance and updated contact information annually thereafter.
- b. *Use provisions.* Each homestay use is subject to the following regulations:
  1. *Accessory use.* Each homestay use must be accessory to a primary residential use. A homestay use may not be accessory to an accessory apartment.
  2. *Residency.* At least one individual owner of the homestay parcel must reside on the subject parcel for a minimum of 180 days in a calendar year of the homestay use, provided that by special exception, the Board of Supervisors may authorize the residency of a property-managing agent to meet this requirement.

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3. *Minimum yards.* The minimum applicable front, side, and rear yard requirements for primary structures apply to all structures used for homestays, provided that by special exception, the Board of Supervisors may authorize the reduction or modification of the minimum yards.
  4. *Parking.* In addition to the parking required for a single-family dwelling, the number of off-street parking spaces required by section 4.12.6 must be provided on-site. No alternative parking under section 4.12.8 is permitted.
  5. *Responsible agent.* The homestay parcel owner(s) must designate a responsible agent to promptly address complaints regarding the homestay use. The responsible agent must be available within 30 miles of the homestay at all times during a homestay use. The responsible agent must respond and attempt in good faith to resolve any complaint(s) within 60 minutes of being contacted. The responsible agent may initially respond to a complaint by requesting homestay guest(s) to take such action as is required to resolve the complaint. The responsible agent also may be required to visit the homestay if necessary to resolve any complaints.
- c. *Parcel-based regulations.*
1. Each homestay located on (a) a parcel of less than five acres in the Rural Areas zoning district or (b) a parcel of any size that allows residential use in the Residential zoning districts or Planned Development zoning districts is subject to the following regulations:
    - i. *Number of homestay uses.* Any parcel may have only one homestay use.
    - ii. *Structure types.* Homestay uses may be conducted only in a detached single-family dwelling or within its accessory apartment, provided that by special exception, the Board of Supervisors may authorize the homestay use of accessory structure(s).
    - iii. *Number of guest rooms.* A maximum of two guest rooms used for sleeping may be permitted with each homestay use, provided that by special exception, the Board of Supervisors may authorize the homestay use of up to five guest rooms.
    - iv. *Hosted stays.* At least one individual owner of the homestay parcel or an approved resident manager must reside on and be present overnight on the subject parcel during the homestay use.
  2. Each homestay located on a parcel of five acres or more in the Rural Areas zoning district is subject to the following regulations:
    - i. *Number of homestay uses.* Any parcel may have up to two homestay uses, provided it has at least two single-family residences, and all other applicable requirements are met.
    - ii. *Structure types.* Homestay uses may be conducted in a detached single-family dwelling, within its accessory apartment, or within an accessory structure built on or before August 7, 2019, provided that by special exception, the Board of Supervisors may authorize the homestay use of accessory structures built after August 7, 2019.
    - iii. *Number of guest rooms.* A maximum of five guest rooms used for sleeping may be permitted with each homestay use.
    - iv. *Required development rights, density and limitation.* Each single-family dwelling to which a homestay use is accessory must comply with the following regulations:
      1. On any parcel less than 21 acres in size, the single-family dwelling must have and use a development right as provided in section 10.3;
      2. On any parcel, regardless of size, the single-family dwelling must comply with the permitted density; and
      3. No single-family dwelling may have more than one accessory homestay use.

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- v. *Screening.* Structures and parking used for homestays located less than 125 feet from any abutting lot not under the same ownership as the homestay must have screening that meets the minimum requirements of section 32.7.9.7(b)—(e).
  - vi. *Hosted stays.* At least one individual owner of the homestay parcel or an approved resident manager must reside on and be present overnight at the subject parcel during the homestay use except during approved unhosted stays.
  - vii. *Unhosted stays.* The owner(s) of a homestay parcel that is approved for unhosted stays may be absent during up to seven homestay rental days in any calendar month and up to 45 homestay rental days in any calendar year. The owner(s) must maintain a log of all homestay uses, including the date of each rental for which the owner(s) is/are absent. This log must be provided within five business days to the Zoning Administrator upon request.
- d. *Special exceptions.*
- 1. Waiver(s) or modification(s) of this section may be authorized only by the special exception(s) specifically provided in this section.
  - 2. The Board of Supervisors may grant special exception(s) only after notice to abutting parcel owners.
  - 3. Among other relevant factors, in granting homestay special exception(s), the Board of Supervisors may consider whether:
    - i. There would be any adverse impact(s) to the surrounding neighborhood;
    - ii. There would be any adverse impact(s) to the public health, safety, or welfare;
    - iii. The proposed special exception would be consistent with the Comprehensive Plan and any applicable master or small-area plan(s); and
    - iv. The proposed special exception would be consistent in size and scale with the surrounding neighborhood.
- e. *Uses prohibited.* The following uses are not permitted as uses accessory to a homestay use: (i) restaurants; and (ii) special events serving attendees other than homestay guests.
- f. *Lawfully pre-existing uses.* Any bed and breakfast or tourist lodging use approved prior to August 7, 2019 may continue, subject to conditions of the prior approval(s).
- ( Ord. 12-18(3) , 6-6-12; Ord. 19-18(6) , 8-7-19; Ord. 22-18(2) , 4-6-22)



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

**TAB G**

<b>MEETING DATE:</b>	October 4, 2023				
<b>AGENDA TITLE:</b>	Adoption of the Fluvanna County Board of Supervisors September 20, 2023 Meeting Minutes.				
<b>MOTION(s):</b>	<b>I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday September 20, 2023, be adopted.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, list goals(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	None.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Draft Minutes September 20, 2023.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>



**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**REGULAR MEETING MINUTES**  
**Carysbrook Performing Arts Center**  
**8880 James Madison Hwy, Fork Union, VA 23055**  
**September 20, 2023**  
**Regular Meeting 7:00pm**

**MEMBERS PRESENT:**

Mozell Booker, Fork Union District, Chair  
 Patricia Eager, Palmyra District, Vice Chair  
 John M. (Mike) Sheridan, Columbia District  
 Tony O'Brien, Rivanna District  
 Chris Fairchild, Cunningham District

**ABSENT:**

None.

**ALSO PRESENT:**

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

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

At 7:00pm, Chair Booker called to order the Regular Meeting of September 20, 2023. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

**3 - ADOPTION OF AGENDA**

<b>MOTION:</b>	Accept the Agenda, for the September 20, 2023 Regular Meeting of the Board of Supervisors, as presented.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>		Second		Motion	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**4 - COUNTY ADMINISTRATOR'S REPORT**

Mr. Dahl reported on the following topics:

Announcements and Updates - New Employees

- Charles Fridley, Emergency Services, EMT Advanced Life Support (ALS), Started September 11<sup>th</sup>
- Amanda Trent, Emergency Services, EMT Basic Life Support (BLS), Started September 11<sup>th</sup>
- Jeanne Kotowski, Sheriff's Office, Deputy Sheriff, Started September 11th

2023 Fluvanna County Fair

- The 2023 Fluvanna County Fair was held August 17 - 19 with the carnival only on August 16. This year was a record attendance with over 8,500 visitors; 7,260 of them were paying visitors.
- There were 66 non-food vendors and 22 food vendors registered.
- New events were the Bar "C" Ranch Petting Zoo, Axe Women of Maine, and The WORX. The Fair Board paid for parking on Thursday (HS Cross Country), Friday and Saturday (Virginia Veterans Security LLC).
- Thank you to the Fair Board; Wade Parrish, Kirsten Cropp, Rachel Crenshaw, Channing Snoddy, George Goin, Gene Goin, Erika Mitchell, and Susan Edginton for making this year such a great success!
- A detailed presentation is scheduled for the October 4, 2023 BOS meeting.

Groovin' at the Grove

- Event was held on September 9 from 6pm - 8pm. This was the first community concert at Pleasant Grove Park, since the front stage was completed. Estimated 220 people attended the event.
- The event was organized by members of EDTAC, and a community member.
  - Suzy Morris, Cathy Tatro, Peggy Shanklin, Ben Shaw, Jeff Potter, Jennifer Schmack, and Aaron Spitzer (EDTAC).
  - Trey Mitchell (community) secured a \$250 sponsor from Monticello Realtors, and helped advertise the event.
- Activities
  - Music By: Route 6
  - Food Trucks: D'Marys, Local Eats, and Moe Betta Italian
  - Beer Garden was operated by FLAG. Special thanks to Jackie Bland for helping on short notice.
- Mother Nature
  - A large tree fell in the area where the event was happening, and blew the tent off of the stage. Thanks to Malinda Payne, Matt Stancil, Eric Dahl, Aaron Spitzer, and Ronald Bragg Tree Service, for cleaning up the area enough to hold the event.
- There are future plans to have a monthly concert series May - September 2024.

Next BOS Meetings:

Day	Date	Time	Purpose	Location
Wed	Oct 4	5:00 PM	Regular Meeting	Performing Arts Center
Wed	Oct 18	7:00 PM	Regular Meeting	Performing Arts Center
Wed	Nov 1	5:00 PM	Regular Meeting	Performing Arts Center

**5 - PUBLIC COMMENTS #1**

At 7:07pm, Chair Booker opened the first round of Public Comments.

- Marta Keane, CEO JABA and Ginger Dillard, COO JABA, thanked the Board of Supervisors for their support and gave a brief review of programs offered to Fluvanna County.

With no one else wishing to speak, Chair Booker closed the first round of Public Comments at 7:12pm.

**6 - PUBLIC HEARING**

*Dogs Running At-Large Ordinance* – Dan Whitten, County Attorney

There has been much discussion from residents and representatives of the Sheriff’s Office over the years for a Dogs Running at Large ordinance, while trying to find a balance for all residents in the community. Currently, Fluvanna County only has a dogs running at large ordinance applicable to the Lake Monticello subdivision, which at minimum needs to be updated to reflect the correct magisterial districts representing Lake Monticello.

Amendments to County Code §4-2-2

- Running at large ordinance would be applicable county-wide.
- Enforced by sworn law enforcement officers.
- Exemptions: (i) Dogs engaged in lawful hunting or training for hunting; and (ii) Dogs assisting in farming activity.
- Within Lake Monticello, it may result in a civil penalty of not more than \$100.00.
- Outside of Lake Monticello, the Law enforcement officer can take dog into possession and return the dog to the owner or custodian with a warning.
- If the owner or custodian can’t be found, the dog may be transported to the SPCA, and the owner will be liable for costs.
- Outside of Lake Monticello, once the owner or custodian has three or more violations within 2 years, it may result in a \$100 civil penalty.

Required amendments to County Code §4-2-2

- Virginia Code §3.2-6538 requires if a locality has a running at large ordinance that such ordinance shall provide that the owner or custodian of any dog found running at large in a pack shall be subject to a civil penalty in an amount of \$100 per dog so found. A dog shall be deemed to be running at large in a pack if it is running at large in the company of one or more other dogs that are also running at large.
- There would not be a warning for a dog running at large in a pack.

At 7:20pm, Chair Booker opened the Public Hearing.

- Sandra Turner, 1801 East River Rd, spoke in support of the amendment to Sec. 4-2-2 Dogs Running at Large Ordinance.
- Charlie White, 54 Kendall Ct, spoke in support of the amendment to Sec. 4-2-2 Dogs Running at Large Ordinance.

With no one else wishing to speak, Chair Booker closed the Public Hearing at 7:27pm.

MOTION:	Approve the amendments to County Code Section 4-2-2 to make the dog running at large ordinance applicable county-wide.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Motion	Second		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	<b>5-0</b>				

**7 - ACTION MATTERS**

*Palmyra US Bike Route 76 Resolution of Support* – Douglas Miles, Director of Community Development

- The US Bike Route 76 is a national, on-road bike route that extends from Missouri to Jamestown, Virginia. It passes through Fluvanna County, primarily along Route 53 as US Bike Route 76, and along Courthouse Road within the Palmyra area and near Main Street. We are currently working with VDOT and there is a need from Fluvanna County and the TJ PDC for updated Resolutions.
- There is public support now to re-route US Bike Route 76 into the Palmyra Main Street area in order to encourage bikers to enjoy the Main Street area.
- The Palmyra Village Streetscape Improvements is a part of the Board’s current Two Year Goals as C3 and there has been a lot community volunteer work completed there over the years.



<b>MOTION:</b>	Adopt the resolution entitled "A Resolution supporting the re-routing of US Bike Route 76 from US 15 onto Main Street (SR 1001) in Historic Palmyra."				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>			Second		Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*Authorization to Advertise for a Public Hearing an Ordinance to Authorize the Collection of a Five Percent Transient Occupancy Tax – Dan Whitten, County Attorney*

- Currently there is a not a transient occupancy tax in the County.
- Virginia Code § 58.1-3819 authorizes Fluvanna County to levy a transient occupancy tax on hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms rented out for continuous occupancy for fewer than 30 consecutive days.
- The tax shall be imposed on the total price paid by the customer for the use or possession of the room or space occupied in a retail sale.
- Any excess from a rate over two percent but not exceeding five percent shall be designated and spent solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with the local tourism industry organizations, including representatives of lodging properties located in the county, attract travelers to the locality, increase occupancy at lodging properties, and generate tourism revenues in the locality.
- The Accommodations Intermediary or Accommodations Provider will collect the tax and remit the tax to the Treasurer.
- The Accommodations Intermediary must submit the property addresses and gross receipts on a monthly basis.

**Definitions**

- Accommodations Intermediary: means any person other than an accommodations provider that (i) facilitates the sale of an accommodation and (ii) either (a) charges a room charge to the customer, and charges an accommodations fee to the customer, which fee it retains as compensation for facilitating the sale; (b) collects a room charge from the customer; or (c) charges a fee, other than an accommodations fee, to the customer, which fee it retains as compensation for facilitating the sale.
- Accommodations Provider: means any person that furnishes accommodations to the public for compensation. The term "furnishes" includes the sale of use or possession or the sale of the right to use or possess.

<b>MOTION:</b>	Advertise the amendments to County Code §§ 20-11-1 through 20-11-10 for a public hearing to be held October 18, 2023				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>			Second	Motion	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*Authorization to Advertise for a Public Hearing an Ordinance to Authorize a Revenue Share of \$1400 Per Megawatt for Solar Energy Projects and Energy Storage Systems – Dan Whitten, County Attorney*  
State Authority

- Currently there is not a revenue share in the county on solar energy projects.
- Virginia Code§ 58.1-2636 authorizes any locality to assess a revenue share of (i) up to \$1,400 per megawatt, as measured in alternating current (AC) generation capacity of the nameplate capacity of the facility based on submissions by the facility owner to the interconnecting utility, on any solar photovoltaic (electric energy) project, or (ii) up to \$1,400 per megawatt, as measured in alternating current (AC) storage capacity, on any energy storage system.

**Proposed amendments**

- Proposal is to enact County Code Sections 20-12-1, 20-12-2, and 20-12-3.
- The ordinance would authorize a revenue share of \$1400 per megawatt for solar energy projects and energy storage systems (energy storage systems are not an allowed use at this time but a zoning amendment will be presented in the future).
- The rate shall be increased by ten percent on July 1, 2026, and every five years thereafter by ten percent.

**Exemptions**

- Does not apply to solar photovoltaic (electric energy) generation facilities described in Virginia Code§ 56-594, 56-594.01, 56-594.02 or 56-594.2 (customer-generator and small agricultural generators).
- Does not apply to any solar photovoltaic (electric energy) project for which an application was filed with the County and approved by the County prior to January 1, 2021.

<b>MOTION:</b>	Advertise the amendments to County Code §§ 20-12-1, 20-12-2 and 20-12-3 for a public hearing to be held October 18, 2023.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>			Motion	Second	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*Addendum #2 to the Agreement with VDOT Regarding "Watch for Children" Signs – Eric Dahl, County Administrator*

**Background**

- VDOT no longer places "Watch for Children" signs along streets at the request of localities. Localities may, after entering into an agreement with VDOT, place such signs in locations approved by VDOT.
- All costs associated with erecting, maintaining and replacing damaged "Watch for Children" signs are the responsibility of the locality.
- It is estimated that it will cost \$850 per sign to install "Watch for Children" signs to VDOT Standards. If the board approves both signs requested, the cost could be \$1,700.

**Agreement with VDOT Regarding "Watch for Children" Signs**

- Sycamore Square Property Owners Association have requested two "Watch For Children" signs to be installed; one at the intersection of Justin Drive, Lexie Ln and Abby Rd facing toward Abby Rd and one on Justin Dr. in front the of the Sycamore Square Property Owners Association playground for cars to see exiting the subdivision.
- After some discussion, Chair Booker asked for a motion.

<b>MOTION #1:</b>	Approve "ADDENDUM #2 TO THE ORIGINAL AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF "WATCH FOR CHILDREN" SIGN" between the County of Fluvanna and the Virginia Department of Transportation, and authorize the County Administrator to execute Addendum #2, subject to approval as to form by the County Attorney, as amended.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>				Motion	Second
<b>VOTE:</b>	Yes	No	No	Yes	Yes
<b>RESULT:</b>	<b>3-2</b>				

<b>MOTION #2:</b>	Approve a budget transfer in an amount not to exceed \$850 from the FY24 BOS Contingency to the Public Works budget to cover costs associated with the "Watch For Children" signs requested in Addendum #2 as amended between the County of Fluvanna and the Virginia Department of Transportation.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>				Motion	Second
<b>VOTE:</b>	Yes	No	No	Yes	Yes
<b>RESULT:</b>	<b>3-2</b>				

**7A – BOARDS AND COMMISSIONS**

None.

**8 – PRESENTATIONS**

None.

**9 - CONSENT AGENDA**

The following items were discussed before approval:

The following items were approved under the Consent Agenda for September 20, 2023:

- Minutes of September 6, 2023 – Caitlin Solis, Clerk to the Board
- 2023 Ambulance Purchase Agreement No. 3 LMVRS – Tori Melton, Director of Finance
- Partnership Agreement between Fluvanna County and the Fluvanna Chamber of Commerce – Dan Whitten, County Attorney
- Accept Dedication of Right-of-Way from Velma O. Townsend – Dan Whitten, County Attorney
- Contract with Motorola Solutions, Inc. for Flex Software and Command Central Upgrade – Dan Whitten, County Attorney
- Amendment to Waste and Refuse Collection and Removal Contract and Recycling Services Agreement with BFI Waste Services – Dan Whitten, County Attorney
- Accounts Payable Report for August 2023 – Theresa McAllister, Management Analyst
- Proclaiming October as National Community Planning Month – Douglas Miles, Director of Community Development
- CRMF - Central Elementary Electrical Relay – Don Stribling, FCPS Executive Director

- CRMF - FCHS HVAC Exhaust Fan Motor – Don Stribling, FCPS Executive Director

<b>MOTION:</b>	Approve the consent agenda, for the September 20, 2023 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for August 2023, in the amount of \$4,913,128.35.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>				Motion	Second
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**10 - UNFINISHED BUSINESS**

- *FLDP Venue Usage – Mr. O’Brien asked why FLDP is being charged for using county venues. Staff explained there are staffing costs and MOU restrictions for various venues in the County. The Board asked staff to review the agreements with agencies to ensure a consistent MOUs with every group.*
- *Coffee and Conversations – Mr. Dahl inquired if Saturday, October 21 can be scheduled for the next Coffee and Conversations. The Board confirmed the date works.*

**11 - NEW BUSINESS**

- *Mr. Fairchild recognized the efforts of Lydia Westfall, a 4-H youth who raised a market lamb purchased by Mr. Fairchild at the County Fair.*
- *Mr. Sheridan mentioned the President of the Southern Virginia Small Business Association who works construction on solar projects offered to meet with the Planning Commission and the Board of Supervisors to answer any questions they may have on solar projects.*

**12 - PUBLIC COMMENTS #2**

At 8:44pm, Chair Booker opened the first round of Public Comments.

- Lydia Westfall, 1495 Transco Rd, thanked Mr. Fairchild for purchasing her market lamb, and summarized the benefits of the 4-H program for Fluvanna County’s youth.
- Mr. Spitzer, Director of Parks and Recreation, updated the Board of the new field lights at Pleasant Grove.

With no one else wishing to speak, Chair Booker closed the first round of Public Comments at 8:50pm.

**13 - CLOSED MEETING**

<b>MOTION:</b>	At 8:54pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.7, & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – County Attorney performance, Litigation – Gate Plaza LLC v. Fluvanna County Board of Supervisors, Legal Matters – Fluvanna Rescue Squad, Inc.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>			Second	Motion	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

<b>MOTION:</b>	At 9:32pm, move the Fluvanna County Board of Supervisors recess the closed meeting.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>			Second	Motion	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*A Resolution Approving Donation of Equipment*

<b>MOTION:</b>	Approve “A Resolution Approving Donation of Equipment From Fluvanna Rescue Squad, Inc.” for the use by the Fluvanna County Department of Emergency Services				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>				Second	Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*A Resolution Approving Deed of Gift for Real Property*

<b>MOTION:</b>	Approve "A Resolution Approving Deed of Gift for Real Property From Fluvanna Rescue Squad, Inc." for the use by the Fluvanna County Department of Emergency Services.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>		Second			Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**14 - ADJOURN**

<b>MOTION:</b>	Adjourn the regular meeting of Wednesday, September 20, 2023 at 9:34pm.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>		Second			Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

ATTEST:

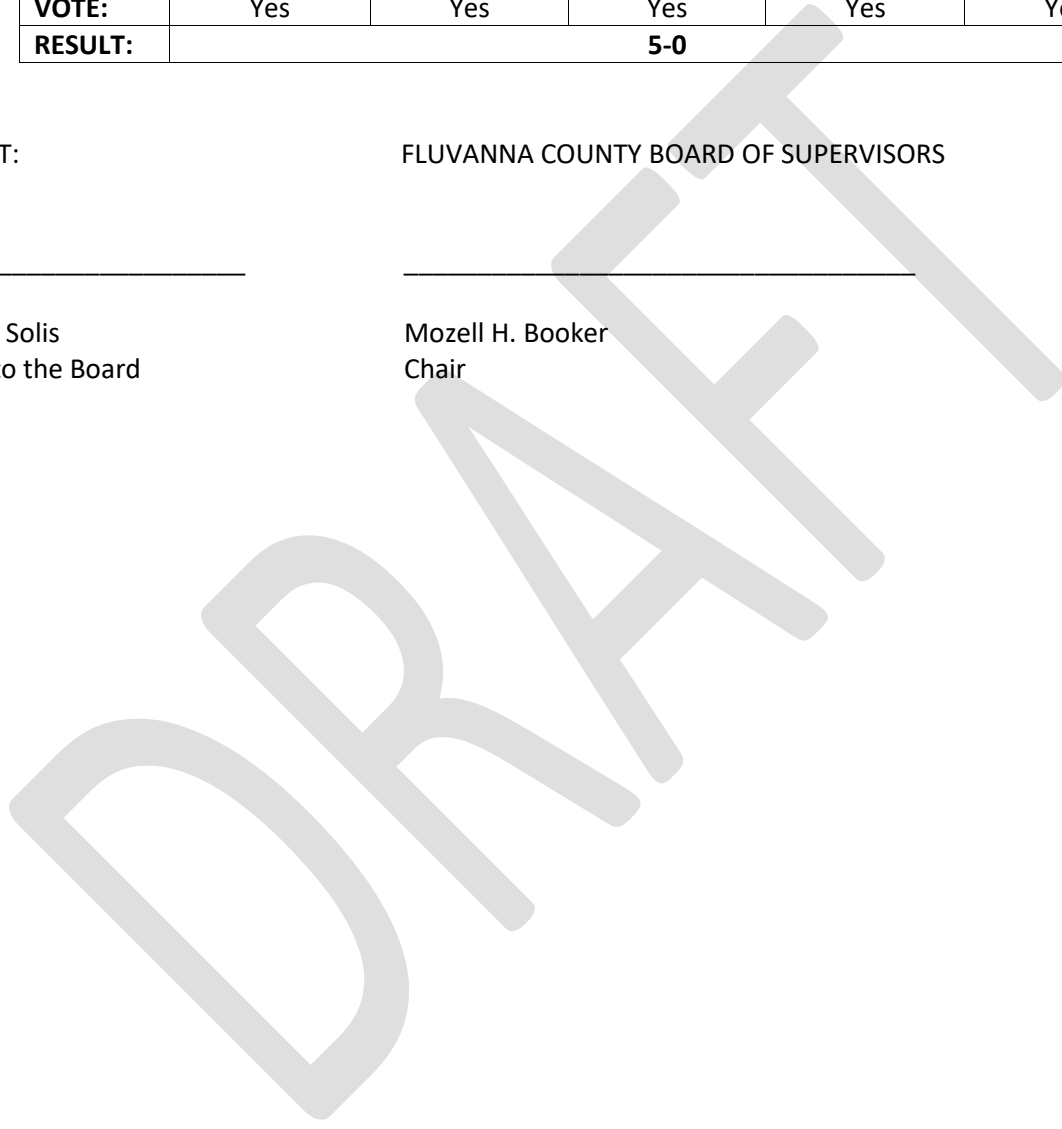
FLUVANNA COUNTY BOARD OF SUPERVISORS

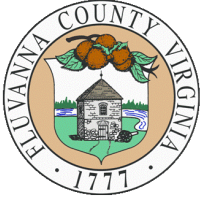
\_\_\_\_\_

\_\_\_\_\_

Caitlin Solis  
Clerk to the Board

Mozell H. Booker  
Chair





**BOARD OF SUPERVISORS**

County of Fluvanna  
Palmyra, Virginia

**RESOLUTION No. 29-2023**

**A RESOLUTION SUPPORTING THE RE-ROUTING OF US BIKE ROUTE 76 FROM US 15 ONTO MAIN STREET (SR 1001) IN HISTORIC PALMYRA**

At a regular monthly meeting of the Fluvanna County Board of Supervisors held at 7:00 p.m. on Wednesday, September 20, 2023 in Palmyra, Virginia, the following action was taken:

**WHEREAS**, the US Bike Route 76 (USBR76) is a national, on-road bike route that extends from Missouri to Jamestown, Virginia, and that was designated by AASHTO in 1982 as one of the first US bicycling routes; and

**WHEREAS**, USBR76 passes through Fluvanna County from east to west, primarily along Thomas Jefferson Parkway (VA-53), James Madison Highway (US-15) and along Courthouse Road and Venable Road; and

**WHEREAS**, the Jefferson Area Bike and Pedestrian Plan (2019) describes necessary improvements to the US 15 section of USBR76 and references additional recommendations for improving the route in the 2015 TJ PDC Bicycle Route 76 Corridor Study; and

**WHEREAS**, there is public support to re-route a small portion of USBR76 from US 15 to Main Street (SR 1001) along Court Square (SR 1003) and then along Stone Jail Street (SR 1004) and along Main Street (SR 1001) before returning to the existing alignment at US 15 as the proposed westbound alignment; and

**WHEREAS**, there is public support to re-route a small portion of USBR76 from US 15 to Main Street (SR 1001) along Palmyra Way (SR 1002) before returning to the existing alignment at Courthouse Road (SR 601) as the proposed eastbound alignment; and

**WHEREAS**, Fluvanna County has applied for funding through the Transportation Alternatives Program to improve the areas identified as the proposed eastbound and westbound re-alignments of USBR76; and

**NOW, THEREFORE, BE IT RESOLVED** that this Board hereby supports the Transportation Alternatives Program grant request and puts forward this resolution to support these re-alignments of US Bike Route 76.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 20th day of September 2023, by the following vote:

<b>SUPERVISOR</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>MOTION</b>	<b>SECOND</b>
Mozell H. Booker, Fork Union District	X					
Patricia B. Eager, Palmyra District	X					
Anthony P. O'Brien, Rivanna District	X					
John M. Sheridan, Columbia District	X				X	
Chris Fairchild, Cunningham District	X					X

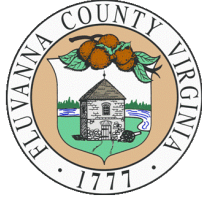
Adopted this 20th Day of September 2023

by the Fluvanna County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Mozell H. Booker, Chair

Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS  
County of Fluvanna  
Palmyra, Virginia

PROCLAMATION 05-2023

Proclaiming October As Community Planning Month In Fluvanna County, Virginia:  
Planning for a Better Fluvanna through the Comprehensive Plan Process

WHEREAS, change is constant and affects all cities, towns, counties, and other local, state and federal places; and throughout 2023 we have been working through Fluvanna County's adopted Comprehensive Plan; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live and through the current amendment of the County's 2015 Comprehensive Plan; and

WHEREAS, community planning provides an opportunity for all County residents to be meaningfully involved in making the choices that determine the future of their own community through the local planning process; and

WHEREAS, the full benefits of planning requires public officials and our residents to understand, support, and expect excellence in planning and plan implementation and to also participate to have a better future; and

WHEREAS, The American Planning Association (APA) and its professional institute, the American Institute of Certified Planners (AICP), endorse National Community Planning Month, as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our overall environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of members of the planning commission and others who have contributed their time and expertise to the overall improvement of the County of Fluvanna, Virginia; and

WHEREAS, we recognize the many valuable contributions that are made by the Planning staff members in the County of Fluvanna, Virginia and we extend our heartfelt thanks for the continued commitment to local public service by these well-trained professionals that include staff members with both AICP and CZA certifications;

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October 2023 is hereby designated as Community Planning Month in the County of Fluvanna, Virginia in conjunction with the celebration of National Community Planning Month in the USA, by the Fluvanna County Board of Supervisors this 20th day of September, 2023.

Passed and adopted this 20th day of September, 2023.

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Mozell H. Booker, Chair

Fluvanna County Board of Supervisors



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

**RESOLUTION No. 30-2023**

**A RESOLUTION APPROVING DONATION OF EQUIPMENT  
FROM FLUVANNA RESCUE SQUAD, INC.**

**WHEREAS**, Fluvanna Rescue Squad, Inc. wishes to purchase and donate to Fluvanna County (“County”) the following equipment (“Equipment”) for the use by the Fluvanna County Department of Emergency Services:

- (1) 4 Lucas Chest Compression Systems;
- (2) 4 McGrath devices; and
- (3) 6 Toughbooks with charging stations.

**WHEREAS**, the Fluvanna Rescue Squad, Inc. voted to approve the donation of the Equipment; and

**WHEREAS**, the County is authorized under Virginia Code Section 15.2-951 and Virginia Code Section 44-146.27(C) to accept the donation of the Equipment; and

**WHEREAS**, the County desires to accept the donation of the Equipment; and

**WHEREAS**, the County appreciates the generosity of the Fluvanna Rescue Squad, Inc.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Supervisors of Fluvanna County that the County accepts the donation of the Equipment from the Fluvanna Rescue Squad, Inc. for the use by the Fluvanna County Department of Emergency Services.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 20th day of September 2023:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District	X					
Patricia B. Eager, Palmyra District	X					
Christopher Fairchild, Cunningham District	X					
Anthony P. O’Brien, Rivanna District	X					X
John M. Sheridan, Columbia District	X				X	

Attest:

\_\_\_\_\_  
Mozell H. Booker, Chair  
Fluvanna County Board of Supervisors



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

**RESOLUTION No. 31-2023**

**A RESOLUTION APPROVING DEED OF GIFT FOR REAL PROPERTY  
FROM FLUVANNA RESCUE SQUAD, INC.**

**WHEREAS**, Fluvanna Rescue Squad, Inc. wishes to transfer the following real property (“Property”) by a deed of gift (“Deed of Gift”) to Fluvanna County (“County”) for use by the Fluvanna County Department of Emergency Services: Property identified as Tax Map Number 22 A 66C and located at 4652 Cedar Lane Road, Kents Store, Virginia; and

**WHEREAS**, the Fluvanna Rescue Squad, Inc. voted to transfer the Property to the County by Deed of Gift at its meeting held on September 20, 2023; and

**WHEREAS**, the County is authorized under Virginia Code Section 15.2-1803 to accept the conveyance of Property by Deed of Gift; and

**WHEREAS**, the County desires to accept the conveyance of Property by Deed of Gift; and

**WHEREAS**, the County appreciates the generosity of the Fluvanna Rescue Squad, Inc.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Supervisors of Fluvanna County that the County accepts the conveyance of Property by Deed of Gift from the Fluvanna Rescue Squad, Inc. for the use by the Fluvanna County Department of Emergency Services.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 20th day of September 2023:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District	X					
Patricia B. Eager, Palmyra District	X					X
Christopher Fairchild, Cunningham District	X					
Anthony P. O’Brien, Rivanna District	X					
John M. Sheridan, Columbia District	X				X	

Attest:

\_\_\_\_\_  
Mozell H. Booker, Chair  
Fluvanna County Board of Supervisors



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

**TAB H**

<b>MEETING DATE:</b>	October 4, 2023				
<b>AGENDA TITLE:</b>	FY24 Additional Library State Aid Supplemental Appropriation				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a supplemental appropriation of \$23,239 to the FY24 Library State Aid budget for funds received from the Commonwealth of Virginia.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, list goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Cyndi Hoffman, Library Director Tori Melton, Finance Director				
<b>PRESENTER(S):</b>	Tori Melton, Finance Director				
<b>RECOMMENDATION:</b>	I recommend approval of the motion as stated above.				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	The County received notification that the Virginia General Assembly has approved additional State funding for Libraries. The adopted budget amount for FY24 totaled \$133,953, which is \$23,239 less than the revised State amount of \$157,192.				
<b>FISCAL IMPACT:</b>	Approval will allow finance to increase FY24 revenues and expenditures by \$23,239. FY24 Library State Aid will be increased from \$133,953 to \$157,192.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	FY23 State Aid to Localities & FY24 State Aid Adopted				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		X			



**FY 2023 STATE AID TO LOCALITIES & FY 2024 STATE AID  
ADOPTED**

Library	\$20,543,514 State Aid 2023	\$24,107,514 State Aid 2024	Variance FY 2023 and FY 2024
<b>COUNTY</b>			
Amelia (Hamner)	88,904	99,410	10,506
Amherst	196,590	231,210	34,620
Appomattox (Jamerson)	56,519	84,397	27,878
Arlington	240,248	281,263	41,015
Augusta	210,227	247,664	37,437
Bland	49,300	70,166	20,866
Botetourt	197,505	232,370	34,865
Buchanan	167,201	189,612	22,411
Campbell	202,124	237,824	35,700
Caroline	140,073	163,343	23,270
Charlotte	69,381	80,537	11,156
Chesterfield	268,352	319,639	51,287
Craig	10,762	12,598	1,836
Culpeper	200,498	236,060	35,562
Cumberland	47,394	56,601	9,207
Essex	77,407	103,519	26,112
Fauquier	206,627	243,715	37,088
Fluvanna	130,552	157,192	26,640
Franklin	203,596	239,068	35,472
Gloucester	195,860	230,853	34,993
Henrico	261,629	309,142	47,513
Highland	37,813	43,174	5,361
King George (Smoot)	176,087	206,907	30,820
Lancaster	143,619	141,510	(2,109)
Loudoun	283,245	334,970	51,725
Lunenburg	67,347	68,557	1,210
Madison	59,716	71,341	11,625
Mathews	104,326	131,750	27,424
Mecklenburg	173,667	200,751	27,084
Middlesex	58,249	77,416	19,167
Northumberland	83,186	104,405	21,219
Nottoway	76,113	87,574	11,461
Orange	196,591	231,319	34,728
Pittsylvania	206,806	243,073	36,267
Powhatan	154,752	169,869	15,117
Prince William	293,064	359,763	66,699
Pulaski	195,524	228,681	33,157
Rappahannock	74,176	79,767	5,591
Richmond County	35,089	46,386	11,297
Roanoke County	208,842	246,329	37,487

Russell	113,367	128,394	15,027
Shenandoah	199,391	234,922	35,531
Smyth	196,014	230,483	34,469
Tazewell	199,063	233,776	34,713
Warren (Samuels)	196,513	231,437	34,924
Washington	202,097	237,919	35,822
York	202,312	238,175	35,863

## REGIONAL

Appomattox Regional	517,113	614,920	97,807
Bedford	226,453	266,748	40,295
Blackwater (W C Rawls)	569,082	677,951	108,869
Blue Ridge	422,012	488,492	66,480
Central Rappahannock	875,878	1,027,399	151,521
Central Virginia (Buck-Farmv)	252,382	326,916	74,534
Charles P. Jones	95,430	113,452	18,022
Eastern Shore	275,613	292,133	16,520
Fairfax	415,837	489,207	73,370
Galax-Carroll	202,345	237,700	35,355
Halifax-South Boston	148,945	169,716	20,771
Handley Library	536,923	598,785	61,862
Heritage Library	126,152	132,835	6,683
Jefferson-Madison	867,151	1,026,150	158,999
Lonesome Pine	527,205	613,058	85,853
Massanutten (Rockingham)	480,600	617,807	137,207
Meherrin	165,774	273,950	108,176
Montgomery-Floyd	329,364	388,374	59,010
Pamunkey	592,112	662,509	70,397
Rockbridge	415,676	474,964	59,288
Williamsburg	402,646	474,670	72,024
Wythe-Grayson	234,895	258,076	23,181

## CITY

Alexandria	221,603	260,576	38,973
Bristol	189,870	223,414	33,544
Chesapeake	243,728	287,472	43,744
Colonial Heights	189,858	195,640	5,782
Danville	195,211	230,345	35,134
Falls Church (Styles)	189,222	222,639	33,417
Hampton	216,834	255,098	38,264
Lynchburg	204,449	240,231	35,782
Manassas Park	161,730	125,195	(36,535)
Newport News	226,975	267,973	40,998
Norfolk	241,259	281,770	40,511
Petersburg	193,178	227,628	34,450
Poquoson	188,851	222,211	33,360
Portsmouth	207,425	244,773	37,348
Radford	190,068	223,318	33,250

Richmond City	237,512	278,809	41,297
Roanoke City	208,539	245,385	36,846
Salem	191,757	225,496	33,739
Staunton	191,702	225,753	34,051
Suffolk	210,115	247,524	37,409
Virginia Beach	289,176	341,207	52,031
Waynesboro	191,067	224,776	33,709

**TOWN**

Clifton Forge	50,048	56,714	6,666
Narrows (Brammer)	13,584	14,732	1,148
Pearisburg	62,447	78,192	15,745

<b>TOTALS</b>	<u>20,543,514</u>	<u>24,107,514</u>	<u>3,564,000</u>
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**NOTE:**

Fairfax will receive an additional \$190,070 to supplement the state formula aid distribution provided in Title 42.1, Code of Virginia, for libraries or library systems serving populations greater than 600,000. The supplement is added to the Fairfax County allocation, the only library to exceed 600,000 population. The amount is not included in this worksheet.

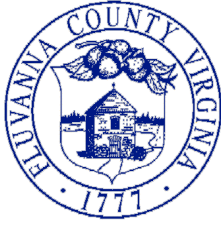


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
MEETING PACKAGE ATTACHMENTS**

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







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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

BOS2023-10-03 p.89/98  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
www.fluvannacounty.org

## MEMORANDUM

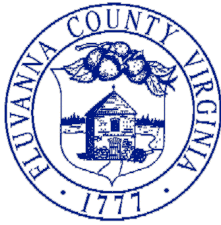
**Date:** October 04, 2023  
**From:** Theresa McAllister – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY24 BOS Contingency Balance

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The FY24 BOS Contingency line balance is as follows:

<b>Beginning Original Budget:</b>	<b>\$146,615</b>
Less: Consulting Services Agreement with B.W. Murray, Inc. – Registrar – 07.05.23	-\$20,000
Less: Agreement with VDOT regarding "Watch for Children" signs – Public Works - 09.20.23	-850
<b>Available:</b>	<b>\$125,765</b>





# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

BOS2023-10-03 p.91/98  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
www.fluvannacounty.org

## MEMORANDUM

**Date:** October 04, 2023  
**From:** Theresa McAllister – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY24 Capital Reserve Balances

The FY24 Capital Reserve account balances are as follows:

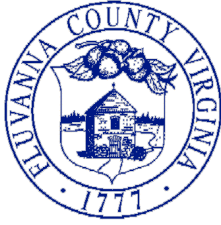
### County Capital Reserve:

FY23 Carryover	\$540,987.90
<b>FY24 Budget Allocation:</b>	<b>\$250,000</b>
Add: Closed CRM Projects 07.24.23	6,477.05
Add: Closed CRM Projects 08.21.23	3,769.97
<b>FY24 Available:</b>	<b>\$801,234.92</b>

### Schools Capital Reserve:

FY23 Carryover	\$258,993.42
<b>FY24 Budget Allocation:</b>	<b>\$200,000</b>
Add: Closed CRM Projects 07.24.23	365.93
Add: Closed CRM Projects 08.21.23	3,071
Less: Quality CCTV Systems Abrams Academy. 09.06.23	-11,800
Less: Bluebird Buses. 09.06.23	-9,994.74
Less: Central Elementary Capital and Budget Electric. 09.20.23	-5,785
Less: HAVTECH at FCHS. 09.20.23	-12,861.39
<b>FY24 Available:</b>	<b>\$421,989.22</b>





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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

BOS2023-10-03 p.93/98  
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## MEMORANDUM

**Date:** October 04, 2023  
**From:** Theresa McAllister– Management Analyst  
**To:** Board of Supervisors  
**Subject:** Unassigned Fund Balance

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<b>*FY23 Year End (Unaudited) Unassigned Fund Balance:</b>	<b>\$15,877,058</b>
<b>Less: Palmyra Village Streetscape Project – BOS Approval 08.02.23</b>	<b>-118,169</b>
<b>Current (Unaudited) Unassigned Fund Balance:</b>	<b>\$15,758,889</b>

\*Audited FY23 Year End Unassigned Fund Balance will be available upon Completion of the FY23 Comprehensive Annual Financial Report



**The Board of Supervisors Two Year Plan – Adopted September 21, 2022**

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
<b>A</b>		<b>SERVICE DELIVERY</b>			
<b>A1</b>		Work with FRA to identify support options for Fire and Rescue volunteers.		X	
<b>A2</b>		Perform comprehensive review of existing partnerships with local area support and non-profit groups providing services to Fluvanna residents; review service gaps and identify needed partnerships.	X	X	Begin in Year 1; complete in Year 2
<b>A3</b>		Initiate comprehensive review of traffic throughout the county with a particular focus on high-traffic areas around the Lake Monticello community.		X	
<b>A4</b>		Community transportation options and alternatives.		X	Shared school buses/drivers providing transportation for county residents; TJPDC Rural Transportation work group; JAUNT
<b>A5</b>		Implement annual county volunteer recognition ceremony.		X	
<b>A6</b>		Design implementation plan for professional Fire Chief position.		X	
<b>B</b>		<b>COMMUNICATION</b>			
<b>B1</b>		Develop communication plan to inform residents of County projects, accomplishments, and where tax dollars are spent.		X	
<b>C</b>		<b>PROJECT MANAGEMENT</b>			
<b>C1</b>		Continue Columbia area renewal efforts.	X	X	

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
C2		Complete a Master Water and Sewer (Plan Phase I) to identify sources for the county's long-term water needs; particularly for each of its community planning areas.	X		
C3		Continue Palmyra Village Streetscape	X	X	Phase I: project begins in 2025, street flow, sidewalks, and street parking on Stone Jail Street side of Civil War Park. Phase II: Crosswalks, sidewalks and parking on Main Street.
		C3.1 Review and pursue opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.	X		2022 Smart Scale Grant Awarded.
		C3.2 Research options for civic displays (flags, banners, Notable Residents, etc.)		X	
C4		Successfully oversee and manage Fluvanna County aspects of the James River Water Project.	X	X	
C5		Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.	X	X	
C6		Pursue Fork Union revitalization.		X	
		C6.1 Research options for civic displays (flags, banners, Notable Residents, etc.)		X	
C7		Oversee New Administration Building project.	X	X	Multi-year project.
		C7.1 Create and Issue Request for Proposal for Design	X		
		C7.2 Select Design Firm for design of New Admin Building		X	
<b>D</b>		<b>COMMUNITY DEVELOPMENT &amp; ENRICHMENT</b>			
D1		Draft and a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.	X	X	



#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
		D1.1 Adopt Economic Development Strategic Plan.	X		
		D1.2 Implement five-year Economic Development Strategic Plan.		X	
D2		Seek opportunities to coordinate development activity at Fluvanna's northern border with Louisa County.	X	X	
D3		Hold an Economic Development Discussion Forum for local businesses with planning, zoning, building inspections, infrastructure components.	X		
D4		Investigate options for utilizing Dominion proffer - \$500,000 for recreation, green space.	X	X	
D5		Investigate opportunities to support expanded recreation opportunities, arts, and tourism.	X	X	Coordination with State agencies regarding the installation of additional boat ramps along the Rivanna and James Rivers.  Fluvanna After Five @ Pleasant Grove.
D6		Research creating a "teaching farm" at PG Park.		X	Collaborative effort - FCPS? Cooperative Extension? Farm Bureau?
D7		Implement stronger Code Enforcement on the County's Spot Blight Abatement program	X	X	
D8		Review the Subdivision Ordinance on Cluster subdivisions; large lot subdivisions.		X	
D9		Review the Zoning Ordinance to look at higher density options between CPA and R4.		X	
E		<b>FINANCIAL STEWARDSHIP AND EFFICIENCY</b>			

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
E1		Reduce the County's reliance on creating and mailing paper checks for payments and implement expanded ACH/EFT transaction options.	X		
E2		Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.	X	X	
E3		Plan for ways to adequately fund, implement and standardize the Capital Improvement Plan, eliminating deferred CIP projects.		X	