



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Carysbrook Performing Arts Center
8880 James Madison Hwy, Fork Union, VA 23055

March 6, 2024

Regular Meeting at 5:00 pm

Budget Work Session at 7:00 pm

TAB	AGENDA ITEMS
1	CALL TO ORDER
2	PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
3	ADOPTION OF AGENDA
4	COUNTY ADMINISTRATOR'S REPORT
5	PUBLIC COMMENTS #1 (5 minutes each)
6	APPOINTMENTS
7	PRESENTATIONS (normally not to exceed 10 minutes each)
A	VDOT Quarterly Report – Scott Thornton, Residency Administrator/Louisa Residency
B	JRWA Project Update – Eric Dahl, County Administrator
8	ACTION MATTERS
C	Resolution of intention to amend the Zoning Code to remove utility scale solar generation facilities as a special use in the A-1 district and to add supplemental regulations for small scale, minor scale and utility scale solar generation facilities – Dan Whitten, County Attorney and Eric Dahl, County Administrator
9	PUBLIC HEARING
10	CONSENT AGENDA
D	Minutes of February 21, 2024 – Caitlin Solis, Clerk to the Board
E	Minutes of February 23, 2024 – Caitlin Solis, Clerk to the Board
F	Resolution Recognizing Zachary D. Harris – Eagle Scout – Eric Dahl, County Administrator
G	FY24 Parks & Recreation Supplemental Appropriation – Tori Melton, Director of Finance
H	Voluntary Benefits Enrollment Service Agreement with Pierce Group Benefits - Dan Whitten, County Attorney
I	Refund of Taxes Paid for an Erroneous Assessment – Dan Whitten, County Attorney
J	Tax Collection Services Agreements with Taxing Authority Consulting Services – Dan Whitten, County Attorney
K	CRMF - FY24 Capital Reserve Maintenance Fund Request Form Kent Store Firehouse – Calvin Hickman, Director of Public Works
L	CRMF Carysbrook Fields – Aaron Spitzer, Director of Parks and Recreation
M	CRMF Pleasant Grove Stage – Aaron Spitzer, Director of Parks and Recreation

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

11 – UNFINISHED BUSINESS

TBD

12 – NEW BUSINESS

TBD

13 – PUBLIC COMMENTS #2 (5 minutes each)

14 – CLOSED MEETING AND DINNER RECESS

TBD

RECESS – DINNER BREAK

RECONVENE @ 7:00pm

BUDGET WORK SESSION

A – CALL TO ORDER

B – PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

C – FLUVANNA COUNTY SCHOOLS BUDGET DISCUSSION

D – ADJOURN



County Administrator Review

PLEDGE OF ALLEGIANCE

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

GENERAL RULES OF ORDER

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

RULES OF PROCEDURE FOR PUBLIC HEARINGS

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

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

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

TAB A

MEETING DATE:	March 6, 2023				
AGENDA TITLE:	VDOT Quarterly Report				
MOTION(s):	N/A				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Scott Thornton, VDOT Residency Administrator				
RECOMMENDATION:	Information Only				
TIMING:	Routine				
DISCUSSION:	Quarterly VDOT update.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	VDOT Quarterly Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



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

February Report

Fluvanna County
February 2024

MAINTENANCE

Palmyra & Zions Crossroads Area Headquarters for the month of January 2024

- Pipe Clean Rte 623,659, 682
- Litter Control Rte 6,15,601,650
- Boomaxe Guardrail Rte 610,630
- Shoulder Maint Rte 611. Ditch Maint Rte 6,637,646,683,773
- Debris/Brush Removal Rte 600, 641,646,710
- Pothole Patching Rte 600,601,605,659,660

LAND DEVELOPMENT & PERMITS

Aaron LeBeau,PE

Plans with outstanding comments or under review (Activity within last 90 days)

Plans Found Acceptable

JRWA Site Plan

LUPS Permits Issued and Completed

VDOT issued 2permits in January 2024

VDOT closed 1 permit in January 2024

CONSTRUCTION

Bridge Projects

- **On-Call Bridge Maintenance Contract BRDG-967-457,N501 (UPC 115014) –**
Scope: Bridge Maintenance (Various locations)
Estimated Contract Completion Date: January 31, 2024 (Term 3)
(Currently inactive in the area)
- **BRDG-967-548, N501 (UPC 121080) On-Call Bridge Maintenance Contract –** Bridge maintenance on various structures. Sounding assessment in progress on various structures.
Scope: Bridge Maintenance -Various locations
Estimated Contract Completion Date: December 31, 2024

Road Projects

- **ADA Compliance 9999-967-317, N01 (UPC 119781)** various locations. Contract executed 02-07-2022
NTP: Specific to task orders
Scope: On call ADA compliance
Estimated contract completion date: January 01, 2023 (T1)
(Currently inactive in the area)

Schedules

- **ST7A-967-F24, P401 (UPC 123572)** Various routes
NTP: March 25, 2024
Scope: Plant Mix
Estimated contract completion date: October 20, 2024
(Currently inactive in the area)

TRAFFIC STUDIES/ SPECIAL REQUESTS

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

TAB B

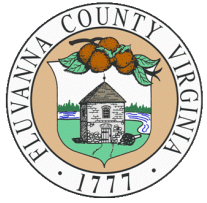
MEETING DATE:	March 6, 2024				
AGENDA TITLE:	JRWA Project Update				
MOTION(s):	N/A				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):	C5	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Information				
TIMING:	Routine				
DISCUSSION:	Staff will provide the Board with an updated JRWA project status for permitting, property acquisition/easements, cultural resources and construction status on the project. An update will also be provided on project costs and the JRWA’s application submission for project financing to the Virginia Resource Authority. Fluvanna would need to approve a resolution to the amended support agreement at the March 20, 2024 BOS regular meeting for the project financing (Louisa would be considering the same resolution at their March 18, 2024 BOS meeting).				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			X

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

TAB C

MEETING DATE:	March 6, 2024				
AGENDA TITLE:	Resolution of intention to amend the Zoning Code to remove utility scale solar generation facilities as a special use in the A-1 district and to add supplemental regulations for small scale, minor scale and utility scale solar generation facilities				
MOTION(s):	<p><u>Motion #1:</u> I move the Board of Supervisors approve the resolution of intention to amend the Zoning Code to remove utility scale solar generation facilities as a use allowed by special use permit in the A-1 district.</p> <p><u>Motion #2:</u> I move the Board of Supervisors approve the resolution of intention to amend the Zoning Code to add supplemental regulations for small scale, minor scale and utility scale solar generation facilities.</p>				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney and Eric Dahl, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	N/A				
DISCUSSION:	<ul style="list-style-type: none"> At the Board of Supervisor’s meeting on February 21, the Board voted 3-2 to consider a resolution of intention at the March 6 meeting to amend § 22-4-2.2 to remove utility scale solar generation facilities as a use allowed by special use permit in the Agricultural, A-1 Zoning District. At the Board of Supervisor’s meeting on February 21, the Board voted 4-1 to consider a resolution of intention at the March 6 meeting to enact § 22-17-20 to add supplemental regulations for small scale solar generation facilities, minor scale solar generation facilities and utility scale solar generation facilities. A subcommittee of House Counties, Cities and Towns voted to carry over to the 2025 legislation session, SB 697(VanValkenburg). The legislation would have mandated that any local ordinance adopted pursuant § 15.2-2288.7 of the Code of Virginia (local regulation of solar facilities) shall not “... include limits on the total amount, density, or size of any ground mounted solar facility or energy facility unless the total panel area exceeds 4% of the total area within the county.” 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				

LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Resolution of intention to amend § 22-4-2.2 to remove utility scale solar generation facilities as a use allowed by special use permit in the Agricultural, A-1 Zoning District. • Resolution of intention to enact § 22-17-20 to add supplemental regulations for small scale solar generation facilities, minor scale solar generation facilities and utility scale solar generation facilities. • Lancaster County Zoning Ordinance - Article 28 Utility Scale Solar Energy Facilities • Draft Albemarle County Zoning Ordinance Regulations 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 11-2024

A RESOLUTION OF INTENTION TO AMEND AND REORDAIN “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA” BY AMENDING § 22-4-2.2 TO REMOVE UTILITY SCALE SOLAR GENERATION FACILITIES AS A USE ALLOWED BY SPECIAL USE PERMIT IN THE AGRICULTURAL, A-1 ZONING DISTRICT

WHEREAS, the regulations established in the Fluvanna County Zoning Code (“Zoning Code”) may from time to time be amended, supplemented, changed, modified or repealed by the Board of Supervisors pursuant to § 15.2-2285 of the Code of Virginia; and

WHEREAS, in accordance with § 22-20-1 of the Zoning Code, the Board of Supervisors can adopt a resolution of intention to amend the Zoning Code which resolution upon adoption shall be referred to the Planning Commission; and

WHEREAS, the Board of Supervisors desires to propose an amendment to the Zoning Code by amending § 22-4-2.2 to remove utility scale solar generation facilities as a use allowed by special use permit in the Agricultural, A-1 Zoning District; and

WHEREAS, the Planning Commission shall hold a public hearing on such proposed amendments after notice as required by §15.2-2204 of the Code of Virginia, and may make appropriate changes to the proposed amendment as a result of such hearing.

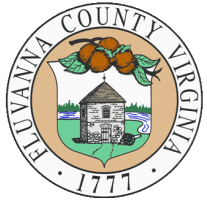
NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors proposes an amendment to the Zoning Code by amending § 22-4-2.2 to remove utility scale solar generation facilities as a use allowed by special use permit in the Agricultural, A-1 Zoning District.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 6th day of March 2024:

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

Attest:

Christopher Fairchild, Chair
Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 12-2024

A RESOLUTION OF INTENTION TO AMEND AND REORDAIN “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA” BY ENACTING § 22-17-20 TO ADD SUPPLEMENTAL REGULATIONS FOR SMALL SCALE SOLAR GENERATION FACILITIES, MINOR SCALE SOLAR GENERATION FACILITIES AND UTILITY SCALE SOLAR GENERATION FACILITIES

WHEREAS, the regulations established in the Fluvanna County Zoning Code (“Zoning Code”) may from time to time be amended, supplemented, changed, modified or repealed by the Board of Supervisors pursuant to § 15.2-2285 of the Code of Virginia; and

WHEREAS, in accordance with § 22-20-1 of the Zoning Code, the Board of Supervisors can adopt a resolution of intention to amend the Zoning Code which resolution upon adoption shall be referred to the Planning Commission; and

WHEREAS, the Board of Supervisors desires to propose an amendment to the Zoning Code by enacting § 22-17-20 to add supplemental regulations for small scale solar generation facilities, minor scale solar generation facilities and utility scale solar generation facilities; and

WHEREAS, the Planning Commission shall hold a public hearing on such proposed amendments after notice as required by §15.2-2204 of the Code of Virginia, and may make appropriate changes to the proposed amendment as a result of such hearing.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors proposes an amendment to the Zoning Code by enacting § 22-17-20 to add supplemental regulations for small scale solar generation facilities, minor scale solar generation facilities and utility scale solar generation facilities.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 6th day of March 2024:

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

Attest:

Christopher Fairchild, Chair
Fluvanna County Board of Supervisors

ZTA 24:02

ORDINANCE TO AMEND AND REORDAIN “THE CODE OF THE COUNTY OF FLUVANNA, VIRGINIA” BY AMENDING § 22-4-2.2 TO REMOVE UTILITY SCALE SOLAR GENERATION FACILITIES AS A USE ALLOWED BY SPECIAL USE PERMIT IN THE AGRICULTURAL, A-1 ZONING DISTRICT

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

- (1) *That the Code of the County of Fluvanna, Virginia is amended by amending § 22-4-2.2 as follows:*

CHAPTER 22 ZONING

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

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

Miscellaneous Uses

- ~~Utility scale solar generation facility~~

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

PART I - ZONING ORDINANCE
ARTICLE 28. UTILITY SCALE SOLAR ENERGY FACILITIES

ARTICLE 28. UTILITY SCALE SOLAR ENERGY FACILITIES

28-1. Purpose.

The purpose of this ordinance is to provide for the siting, development, and decommissioning of utility scale, homeowner, commercial and agricultural projects in Lancaster County, subject to conditions that promote and protect the public health, safety, and welfare of the community while adhering to the responsible development of natural resources and significant conformance with the Comprehensive Plan. Whereas, the water-based resources of the county are of primary importance for conservation, recreation, and domestic water use; these resources, and others, should be taken into account during the planning, permitting, and development phase of any project subject to this article. Steep slopes of five percent or greater should be avoided to the maximum extent practical.

(Ord. of 7-1-21 ; Ord. of 6-30-22)

28-2. Definitions.

For definitions and word usage see Article 1, Definitions.

(Ord. of 7-1-21 ; Ord. of 6-30-22)

28-3. Small Scale Residential Solar.

28-3-1. Roof mounted small-scale solar facilities shall be generally permitted in all districts with a zoning permit and be subject to approval by the Lancaster County Building Official.

28-3-2. Ground mounted small-scale solar energy facilities shall meet the minimum setbacks for primary dwellings in the zoning districts in which they are located and not exceed 10,000 square feet. These structures shall require approval by the Lancaster County Building Official.

(Ord. of 7-1-21 ; Ord. of 6-30-22)

28-4. Agricultural and Commercial Solar.

28-4-1. Roof mounted solar facilities shall be generally permitted on buildings used for permitted agricultural and commercial purposes in good standing.

28-4-2. Ground mounted solar facilities for Agricultural or Commercial use shall meet the minimum structural setbacks for the district where they situated and may exceed 10,000 square feet with a special exception.

(Ord. of 7-1-21 ; Ord. of 6-30-22)

28-5. Utility Scale Solar.

28-5-1. May be permitted only with a Special Exception approved by the Lancaster Board of Supervisors in Districts A-1, Agricultural, Limited; A-2, Agricultural, General; and M-1, Industrial, Limited. Unless otherwise approved by the Board of Supervisors, a Special Exception for a Utility Scale Solar facility shall expire within three

years from the time of approval if a building permit for the project has not been obtained and construction has not commenced.

28-5-2. Shall require a site plan approval in accordance with Article 22, Site Plans, Lancaster County Zoning Ordinance. In addition to these requirements, the applicant shall provide and address the following:

28-5-2(A). Location of substations, electrical cabling from the solar facility to the substation, ancillary equipment, buildings, and structures.

28-5-2(B). *Fencing and other public safety measures.* Fencing may be solid or of chain link. Fencing is required to conform to the National Electric Code (NEC). Fencing shall be grounded at least once within 50 feet of the point where the high voltage conductors or duct bank cross over or under the perimeter fence. Bonding shall meet or exceed the standards outlined in any and all applicable electrical codes.

28-5-2(C). The following minimum setbacks shall be required unless a greater or reduced setback is approved as a condition of a Special Exception authorized by the Board of Supervisors.

1. Front, side, and rear setbacks shall be a minimum of 250 feet from fenced areas. Fenced areas bordering a residential district shall require a 500-foot setback.
2. Fenced areas must be 250 feet from the edge of a public the right of way. Fenced areas on parcels along routes 200, 354 and route 3 shall have a 1,150-foot setback from the center of the road on two lane roads and a 1,075-foot setback from the center of the road on existing four lane roads.
3. Side or rear setback facing an existing or leased solar operation or from property owned or leased by the applicant, may be reduced or eliminated by the Board of Supervisors contingent upon a signed affidavit from this party or parties agreeing to such a reduction.
4. Setbacks shall be free of buildings, and any other above ground infrastructure (excluding utility interconnection pole and lines). Driveways for access may enter closer than the setback, if approved, and should move away from the setback as soon as is feasible.
5. Fenced area of solar arrays shall be a minimum of 250 feet, measured in a horizontal plane, from the edge of tidal and non-tidal wetlands and streams as defined in the 1987 Corps of Engineers Wetland Delineation Manual, and the appropriate Regional Supplement.

28-5-2(D). *Vegetated buffer.* Unless otherwise approved by the Board of Supervisors, a vegetated buffer a minimum of 40 feet in width is required within the setback area (outside of any public right of way). The buffer shall be required around the entire project area (except that a buffer is not required along internal parcel boundaries, if the project involves more than one parcel or owner). The buffer must be identified on a Landscaping Plan submitted at the time of application. This buffer shall consist of native plants to the maximum extent practical and feature specimens not listed on the Department of Conservation and Recreation Invasive Plant List. The planting schedule shall include at least four rows of medium to large evergreen shrubs (ex: myrica cerifera (morella cerifera)) spaced no further than three feet apart in the row. The rows should be no more than ten feet apart and no closer than eight feet. Evergreen trees (ex: juniperus virginiana) shall be included in this planting area and spaced ten feet apart within each planting row. The specimens spaced within the planting rows or line shall be staggered from the adjacent rows in order to enhance the visual screening effect. The trees must be a minimum of four feet tall at planting and reach a height of ten feet within two years. Shrubs shall be at least 12 inches tall at planting. Existing vegetation, or forest area, which meets or exceeds the buffer requirements, may be accepted in lieu of planting upon the written consent of the Zoning Administrator and shall be part of the Special Exception application for Board of Supervisors approval or modification.

In areas where the nearest off project site or non-leased area, dwelling, or occupied structure is 1,000 linear feet away or greater, the applicant may submit a plan for natural buffer establishment. This plan

would involve the cessation of mowing on a stabilized surface that results in natural recruitment of shrubs and trees within this un-mowed area. The area shall be marked by staking and or signage and be at least 40 feet in width or greater, including curve and turn areas. The annual inspection requirement shall apply and require the naturally recruited vegetation to reach a height of ten feet within 24 months or two seasons, whichever is greater. This naturally recruited woody vegetation should not be thinned to less than 20 inches DBH every 100 square feet and ground covers and shrubs should not be discouraged.

Vegetation shall be inspected at least one year or one growing season after installation for survival; Individual specimens not surviving shall be replanted within the next available growing season. Vegetation shall be inspected annually by staff for screening effectiveness and will utilize views from the edge of the right of way and adjacent properties, as applicable. A landscaping maintenance plan and landscaping security in a form approved by the County Attorney, shall be required at the time of site plan approval.

28-5-2(E). *Glare*. The solar panels shall be of a non-reflective type and the facility must be designed and operated to prevent the direction of concentrated solar radiation or glare onto neighboring properties and public roads.

28-5-2(F). *Construction Hours*. Construction hours shall be limited to between 7:00 am and 7:00 pm, Monday through Saturday. Noise levels during construction must not exceed an average over the work day of 85 decibels (dba) as measured at the boundary lines of the leased or owned area.

28-5-2(G). *Emergency Plan*. An Emergency Plan shall be presented, which addresses possible hazards. Prior to issuance of a building permit, the Emergency Plan shall be approved by and filed with the Chief of Emergency Services, along with ingress/egress mechanisms for locks and gates or other infrastructure access in the case of fire, medical emergency, or any declared disaster. This document shall be updated at the five-year interval along with the Decommissioning Plan.

28-5-2(H). *Documentation of Right to Use Property*. Applicant shall be required to provide evidence of lease and intent to develop permitted uses as conditioned.

28-5-2(I). *Decommissioning Plan*. A Decommissioning Plan, detailing how the site will be returned to the pre-development state, shall be submitted during the application process and be filed with Zoning Administrator, if approved. The plan shall be updated every five years from the date of approval and include the inflation rate as published by the Bureau of Labor Statistics, CPI. This plan shall include, but not be limited to:

1. The anticipated life of the project.
2. The estimated decommissioning cost in current dollars and how this value was determined.
3. Detail the method and manner of decommissioning.
4. Provide financial security, which shall provide funds adequate to cover the decommissioning costs minus the estimated salvage value of the solar equipment at decommissioning. The security shall be in a form acceptable to the county attorney, County Administrator and the County Treasurer, and be consistent with Section 15.2-2241.2, and issued by a company with a credit rating from either S&P, Moody's, or A.M. Best rating of at least "A" from S&P, A2 from Moody's and A or higher from A.M. Best. The final security details and surety shall be posted prior to issuance of the construction permit(s).

28-5-2(J). *Additional Information*. Additional information may be required by the Zoning Administrator at the time of application and/or prior to the presentation to the Board of Supervisors for Special Exception (including but not limited to i) a soil type and/or productivity analysis, ii) a visual impact and mitigation analysis and iii) a cultural resources analysis. Additional information may be requested prior to construction and after approval. Additional reasonable costs for the services of engineers or other technical experts

required to properly evaluate any aspect of the solar facility, the expenses of such services shall be borne by the applicant /operator of the facility.

28-5-3. *Height.* The height of ground mounted utility scale solar facilities shall not exceed 15 feet in height when oriented at maximum tilt. Substation equipment and associated infrastructure is not subject to this requirement, but shall conform to the zoning requirements of the underlying district. Internal electrical cabling and wires should be underground to the maximum extent practical.

28-5-4. *Signs.* No signage shall be allowed on the fencing, structures, or buildings of the facility except for one sign 32 square feet at the main ingress/egress area, which shall list the required warnings, facility name, address and relevant emergency contact information. Directional signs, not exceeding eight square feet per sign, shall be permitted and limited to no more than two per approved entrance or right of way. Any signage required by any State or Federal agency, any industry code or standard, or any commercial insurance standards for safety or emergency purposes shall be exempt from this requirement.

28-5-5. *Lighting.* During operation, the facility shall utilize no more lighting than necessary to ensure safe operation and maintenance. To the maximum extent practical, lighting should be on motion sensors, aimed away from roads and dwellings, and limited to only areas that require illumination. Lighting shall be permitted during construction, as needed, within permitted operational hours.

28-5-6. *Vegetation management.* The ground between the panels and in areas not otherwise covered by gravel or infrastructure shall be managed with a vegetative cover that retards runoff and prevents the soil from blowing or washing away from the site. This cover may be managed with mowing, grazing, or herbicide use, provided that the herbicides are used within the label restrictions and are non-residual in type.

28-5-7. *Noise.* Inverter and other equipment noise shall not exceed 65 decibels (dba) when measured from the property line or project area boundary, whichever is greater. Construction noise shall not exceed an average 85 decibels when measured from the property line or project boundary line, whichever is greater and only during the construction phase or permitted repairs.

28-5-8. *Liability Insurance.* The owner/operator shall provide proof of adequate liability insurance for a solar facility prior to the issuance of zoning and building permits. This information shall be updated annually with the Energy Production Report.

28-5-9. *Decommissioning/Abandonment.* Decommissioning may be undertaken by the owner/operator at any time during the life of the project and site area. This shall follow the approved plan and allow for county inspection of the site and include removal of all above and below ground structures and panels. In the event that the site is abandoned, idle, not being maintained, or not sending electrons to the grid, for a period exceeding 24 months, the owner and/or the operator shall have six months in which to either accomplish the decommissioning plan or bring the facility back up to the required standards. A one-time six-month extension to this time may be requested from the Board of Supervisors.

(Ord. of 7-1-21 ; Ord. of 6-30-22)

28-6. Enforcement.

Enforcement of this article shall be as prescribed in Article 15, Enforcement, Lancaster County Zoning Ordinance, with all rights to appeal as required therein.

28-6-1. *Energy Production Report.* On an annual basis, the operator or owner of any utility scale solar facility shall provide to county staff, a report of energy production for a specified prior timeframe for the purposes of determining an idle or otherwise inoperable state in conformance with section 28-5-9. This report shall also include an update to the liability insurance coverage as required by section 28-5-8.

(Ord. of 7-1-21 ; Ord. of 6-30-22)

DRAFT ALBEMARLE COUNTY ZONING ORDINANCE REGULATIONS

- **Article I, Section 3, Definitions**

It is recommended that the following terms and definitions be added to Article 1, Section 3:

Solar Energy Generating Facility (Solar Facility). Solar energy generating devices, inverters, a substation, ancillary equipment, buildings, security fencing, access roads, setbacks, and/or screening on the site. Solar energy generating devices utilize sunlight as an energy source to heat or cool buildings, heat or cool water, or produce mechanical power by means of any combination of collecting, transferring, or converting solar generated energy. The term applies to, but is not limited to, solar photovoltaic systems, solar thermal systems, and solar hot water systems. The following words, terms and phrases pertaining to solar energy generating facilities, when used in the Albemarle County Zoning Ordinance or in the administration thereof, have the following meanings ascribed to them:

Accessory Solar Facility. A solar facility comprised of photovoltaics attached to and/or incorporated into building components and/or materials for structures, such as roofs or shingles, along with supporting equipment, the facility being an accessory use to the principal use of the property and not exceeding 25kW for single-family residential uses and 3 MW for all other uses. Such facilities may be ground-mounted and not attached to a building. Supporting equipment commonly includes panels, racking, inverters, performance monitoring, grid connection, and energy storage systems. Accessory solar hot water systems are also incorporated within this term.

Community Solar Facility. A solar facility, ground- and/or building-mounted, that generates electricity from sunlight on an area adequate to support a rated capacity of five megawatt (MW) alternating current or less, the facility directly providing generated electricity and/or utility bill reductions through net metering to multiple owners or subscribers. Also known as a shared solar facility.

Large-Scale Solar Energy Facility. A ground-mounted solar facility that generates electricity from sunlight on an area adequate to support a rated capacity of one megawatt (MW) alternating current or greater.

Operator. The company or individual responsible for the overall operation and management of the solar facility.

Participating landowner. A person or entity who owns real property under lease or other property agreement with the owner or operator of a solar facility.

Photovoltaic (PV). Materials and devices that absorb sunlight and convert it directly into electricity.

Rated capacity. The maximum capacity of a solar facility based on the photovoltaic system's total nameplate capacity.

Small-Scale Solar Energy Facility. A ground-mounted solar facility that generates electricity from sunlight on an area adequate to support a rated capacity of less than one megawatt (1 MW) of alternating current.

Viewshed. The view of an area from a specific vantage point. It includes all surrounding points that are in line of sight with that location.

- **Article III, District Regulations**

Amend Article III to allow for the various uses, as follows:

- To specify that **Accessory Solar Facilities** without new impervious area are permitted “By right” in all zoning districts; and in residential districts of R-6 and above and in all nonresidential zoning districts, facilities with new impervious area are permitted with special exception;
- To specify that **Community Solar Facilities** and **Small-Scale Solar Facilities** are permitted “By special use permit” in all zoning districts; and
- To specify that **Large-Scale Solar Facilities** are permitted “By special use permit” in the Rural Areas District (RA) zoning district.

- **Article II, Section 5, Supplementary Regulations**

Amend Article II, Section 5, to add the following; alternatively, consider amending to add under Section 5.1 (as new section 5.1.65) or including a provision similar to 5.1.a.:

Sec. 5.9 - Solar Energy Generating Facilities.

5.9.1 - Applicability and Permitting. The requirements set forth in this Section govern the location, siting, development, construction, installation, operation and decommissioning of solar energy generating facilities in the County. Such facilities are permitted either by-right or subject to a special use permit as specified within the applicable zoning district in Article III, District Regulations.

5.9.2 - Special Use Permit Application Process. In addition to the required procedures as outlined in Section 33.4, applications for special use permits for Solar Energy Generating Facilities are subject to the following procedural requirements:

5.9.2.1 - Third-Party Review. The County may engage independent third-party consultant(s) to review any special use permit application and all associated documents for completeness and compliance applicable County, state, and federal laws. Any costs associated with the review shall be paid by the applicant. Payment of such fees is not a substitute for payment for any other fees also required by the County.

5.9.2.2 - Comprehensive Plan Review. Applications for special use permits for solar facilities are subject to Comprehensive Plan review under Virginia Code § 15.2-2232, and must follow all procedures outlined therein.

5.9.2.3 - Siting Agreement. For Solar Energy Generating Facilities requiring a special use permit, applicants must enter into a siting agreement with the County, pursuant to and as authorized by Virginia Code Title 15.2, Article 7.3 (Siting of Solar Projects and Energy Storage Projects), unless this requirement is waived by the County.

5.9.3 - Special Use Permit Factors to be Considered.

5.9.3.1 Factors to be considered. In addition to the factors outlined in Section 33.8 the following additional factors may be considered:

- a. Whether a facility or active components (such as solar panels, substations, inverters, and the like) or developed features (such as fences, gates, wildlife corridors, maintenance/operations buildings, and the like.) of a solar facility are located or designed to be in

such proximity to residences or historic, cultural, recreational, and environmentally sensitive areas and resources, such as agricultural lands, wetlands, and forestal lands, to result in negative impacts to their use, value, or importance individually or to the County;

- b. Whether the project will have a detrimental impact on agricultural uses or soils suitable for agricultural production. Lands designated as prime farmland or comprised of soils suitable for agriculture should be avoided, where practical. Further, the conversion of lands actively or recently used for agriculture is not encouraged;
- c. Whether the project will have a detrimental impact on forested areas and/or forest cores. Development of lands previously timbered and used for forestal activities may be acceptable, when compared to the development of previously undeveloped forested lands; and
- d. Whether the project, individually or in combination with previously approved projects, will result in detrimental impacts to agricultural lands, surrounding wetlands and viewsheds, and/or the overall character of the County or a particular area. Factors to consider should include the proximity of a project to other projects, the density of projects within a particular area, the total area of the County devoted to solar facilities, the amount of generated electricity of facilities in the County relative to the percent of electricity consumed within the County, and the proximity of projects to transmission lines.

5.9.4 - Special Use Permit Application Requirements. In addition to application materials required pursuant to Section 33.4, all special use permit applications for solar facilities must include the following materials and information:

5.9.4.1 - Project Narrative. A detailed narrative containing at least the following information:

- a. the applicant;
- b. the facility owner;

- c. the site owner;
- d. the operator, if known at the time of application;
- e. a description of the proposed energy facility;
- f. an overview of the project;
- g. the project's location;
- h. the size of the site, and the project area;
- i. the current and recent previous use of the site (10-years preceding application);
- j. the estimated time for construction and any phasing schedule, location of staging areas or off-site storage facilities, and proposed date for commencement of operations;
- k. the planned maximum rated capacity of the facility;
- l. the approximate number, representative types and expected footprint of equipment to be constructed, including the expected number of photovoltaic panels;
- m. specifications for proposed equipment, including materials, color and finish, and racking type;
- n. information on ancillary facilities; and
- o. a description of the manner in which generated electricity will be interconnected to the electrical grid.

5.9.4.2 - Concept Plan. A concept plan as a visual summary of the project. The concept plan must be prepared by a professional, state-licensed engineer and must include the following elements:

- a. Identification of subject parcels and property lines and/or leased portions of parcels;
- b. Identification of required setbacks;
- c. Existing and proposed buildings and structures, including identification of buildings, structures, or features to be removed or retained; preliminary locations and heights of proposed solar panels, ground equipment, ancillary equipment, and other proposed structures; the location of proposed fencing, driveways, internal roads, and structures; and the location of points of ingress/egress;
- d. The location and nature of proposed buffers and screening elements, including vegetative and constructed buffers;
- e. Existing and proposed access roads, drives, turnout locations, and parking;
- f. Location of substations, electrical cabling from the facility to substations, ancillary equipment, buildings,

- and structures, including those within any applicable setback;
- g. Fencing or other methods of ensuring public safety;
 - h. Proposed lighting; lighting beyond that which is necessary for maintenance lighting will be subject to Section 4.17, Outdoor lighting;
 - i. Aerial imagery showing the proposed location and boundaries of the facility, fenced areas, ingress/egress, and the closest distance to all adjacent property lines and buildings, noting their uses; and
 - j. Additional information as may be required by the Zoning Administrator, such as a scaled elevation view of the property and other supporting drawings, photographs of the proposed site, photo or other realistic simulations or modeling of the proposed project from potentially sensitive locations to assess the visual impact of the project, landscaping and screening plan, coverage map, and additional information that may be necessary for a technical review of the proposal.

5.9.4.3 - Grading Plan. A draft grading plan that limits grading to the greatest extent practicable. The Plan must include:

- a. Existing and proposed contours at 10-foot intervals;
- b. Locations and amount of topsoil to be stripped and stockpiled onsite (if any);
- c. Percent of the site to be graded;
- d. Preliminary proposed stormwater management and erosion and sediment control measures; and
- e. An indication of natural flow patterns in drainage design and amount of impervious surface.

5.9.4.4 - Landscape Plan. A draft landscape plan identifying:

- a. The location of existing vegetation and the limits of proposed clearing;
- b. All proposed plant species to be used for ground cover, screening and buffering materials, and landscaping, along with applicable sections and elevations (preference for native and pollinator-friendly plant species); and
- c. Locations of wildlife corridors; and

5.9.4.5 - Visual Impact Analysis. An analysis demonstrating project siting and proposed mitigation, if necessary, so that the proposed facility minimizes impacts on the visual character, viewsheds, and/or vistas of the County. At a minimum, the visual impact analysis must include accurate, to scale, photographic simulations showing the relationship of the facility and its associated equipment and development to its surroundings. The photographic simulations must show these views of the facility from locations such as property lines, roadways, and/or scenic viewsheds/vistas as deemed necessary by the County in order to assess the visual impact of the facility. The total number of simulations and the perspectives from which they are prepared will be established by the Zoning Administrator after the pre-application meeting. Visual representations must be in color and must include actual pre-construction photographs and accurate post-construction simulations of facilities and structures. All visual representations must include existing, and proposed structures, buildings and tree coverage.

5.9.4.6 - Community Impact Assessment. An assessment of the impact of the proposed facility on the immediate vicinity as well as the greater County. The assessment must be prepared by a professional acting within his or her competency, must be presented in written form, and must analyze in specific terms the probable impact of the facility on the vicinity and community over time. Specific attention, as may be appropriate to the individual proposal, should be given but not be limited to the following elements:

- a. Consistency of the proposed facility with the County's Comprehensive Plan;
- b. The project's distance from existing transmission infrastructure, development areas, County boundaries, and other existing or approved solar facilities;
- c. The total rated capacity and acreage of existing and approved solar facilities;
- d. The overall electrical demand of the County;
- e. Anticipated direct revenues to the county from real estate and personal property taxes;
- f. An assessment of employment opportunities to be created by the proposed development;
- g. An assessment of the short- and long-term economic impact of the proposed development;

- h. If the development is replacing an existing enterprise, including agriculture and forestry, an assessment of the impact the current enterprise has on the local economy and how the local economy will be impacted by the loss of the existing enterprise; in the case of agricultural use, if applicable, the assessment must include a history of the agricultural use of the site covering at least the last 20 years;
- i. Fire, rescue, and law enforcement requirements as compared to existing capacities and facilities;
- j. Sewer and stormwater management needs as compared to existing capacities and facilities, including:
 - i. Adequacy of existing utilities, water, sewer, public services, and public facilities in the vicinity of the development;
 - ii. Public and private improvements both offsite and onsite that are proposed for construction and a cost estimate for providing these improvements; and
 - iii. Other public and quasi-public facility and service impacts including refuse collection and disposal systems intended to serve the development.
- k. Socioeconomic changes and impacts projected from the proposed development;
- l. The relationship of the project to historic resources within one mile of the project;
- m. The capital and operating costs of providing services to the proposed development; and
- n. What efforts, if any, are proposed to mitigate the service demands or costs to the County.

The Zoning Administrator may waive certain elements of the impact assessment if the nature of the proposed facility makes such elements inapplicable.

5.9.4.7 - Environmental Impact Assessment. An assessment of the impact of the proposed facility, to include the following elements:

- a. A statement regarding any site and viewshed impacts, including direct and indirect impacts to national or state forests and grasslands, national or state parks,

County parks, wildlife management areas, conservation easements, recreational areas, or any known historic or cultural resources within one (1) mile of the project parcels;

- b. An inventory of wetlands, rivers, streams, and floodplains, to be delineated and mapped, in order to provide baseline data for the evaluation of the current proposal and evaluation of the satisfactory decommissioning as required. This inventory and mapping of floodplain does not necessarily allow development within regulatory flood plain areas without a flood plain development permit;
- c. A statement regarding impacts to wildlife and describing project design accommodations to mitigate any impacts to wildlife, such as wildlife corridors;
- d. Information on native and invasive plants within the project area and plans to retain native species and remove invasive species; and
- e. Information and analysis regarding soil conditions present in the project area, especially areas directly impacted by facility development and construction, areas identified as "prime farmland" and/or comprised of soil classifications suitable for agricultural, and areas potentially at risk for erosion. Any information and analysis may be based on available mapping and sampling of representative locations on the project site.

5.9.4.8 - Traffic and Transportation Assessment. An assessment of the impact of the proposed facility, including construction processes, on traffic and transportation infrastructure, to include the following elements:

- a. The time of day that operations and construction transport activities will occur;
- b. A map showing the desired primary and secondary transportation routes for operations and construction traffic;
- c. Characteristics of operations and construction loaded vehicles, including:
 - i. Length, height, width, curb weight;

- ii. Maximum load capacity;
- iii. Number of axles, including trailers; and
- iv. Distance between axles.

d. Haul route(s)

After review, the County may require a full traffic study by an engineer approved by the County.

5.9.4.9 - Decommissioning and Reclamation Plan. A draft decommissioning and reclamation plan certified by an engineer with a Virginia professional engineering license, to include the following elements, each in compliance with Section 5.9.6.8:

- a. The anticipated life of the project, along with the basis for determining the anticipated life of the project;
- b. The estimated decommissioning cost in current dollars;
- c. How that estimated cost was determined;
- d. The method of ensuring that funds will be available for decommissioning and restoration;
- e. The estimation method by which the decommissioning cost will be kept current; and
- f. The manner in which the facility will be decommissioned and the site restored.

5.9.5. - Minimum Development Standards for Solar Energy Generating Facilities. The following minimum development standards apply to solar energy generating facilities. For facilities subject to a special use permit, one or more standards may be increased or decreased on any individual special use permit as deemed appropriate by the Board of Supervisors:

5.9.5.1 - Compliance with building codes and standards. All solar facilities must be designed and maintained in compliance with standards contained in applicable County, state, and federal building codes and regulations in force at the time of the permit approval. Facilities subject to a special use permit must be constructed and maintained in substantial compliance with the approved Concept Plan.

5.9.5.2 - Multiple uses. All solar facilities may be located on parcels with other active agricultural, residential, commercial, or industrial uses, subject to conditions of any other

applicable special use permit(s), permit(s), site plans, or other applicable permits and/or approvals.

5.9.5.3 - Location, dimensional, and setback standards.

- a. Accessory solar facilities and small-scale solar facilities are subject to the applicable setbacks of the zoning district in which the facility is located.
- b. Community and large-scale solar facilities are subject to the following location, dimensional, and setback standards:
 - i. The area of solar panel coverage for any single solar facility project may not exceed 65 percent of the total acreage of the project.
 - ii. The minimum setback of structures and uses associated with solar facilities, including fencing, photovoltaic panels, parking areas, and outdoor storage, but not including landscaping and berming, are the greater setback requirements for the zoning district in which the facility is located or:
 - a. 200 feet from adjacent property lines, except that no setback shall be required if the use of the adjacent property is non-residential.
 - b. 200 feet from all public rights-of-way.
 - c. 400 feet from dwellings on adjacent parcels.

These setback requirements shall not apply to the internal property lines of those parcels on which a solar facility is located.

Access, erosion and stormwater structures, and interconnection to the electrical grid may be made through setback areas provided that such encroachments are the minimum necessary and are generally perpendicular to the property line.

5.9.5.4 - Height. The maximum height of the lowest edge of all ground-mounted photovoltaic panels is 10 feet as measured from the finished grade. The maximum height of panels,

buildings, structures and other components of a solar facility is 20 feet, as measured from the highest natural grade below each element. This limit does not apply to utility poles, substations, roof- or building-mounted solar panels, or the interconnection to the overhead electric utility grid.

5.9.5.5 - Buffer and Screening. Community, and large-scale solar facilities, , including non-ornamental security fencing, must be screened from the ground-level view of public streets by a buffer zone at least 100 feet in width and from adjacent properties by a buffer zone at least 50 feet in width. The buffer must be located within the setbacks required under Section 5.9.5.3 and must be located around the entire perimeter of the property. The buffer shall be maintained for the life of the facility. Screening may also be required in other locations to screen specific uses or structures. The facility may use existing wetlands or woodlands to satisfy the screening requirement. The wetlands or woodlands must be undisturbed and permanently protected as a designated buffer and the overall buffer shall measure at least 75 feet. Screening methods may include:

- a. Existing Screening: Existing vegetation, topography, buildings, open space, or other elements located on the site may be considered part of the required screening. Existing trees and vegetation may be retained within the buffer area except where dead, diseased, or necessary for development or to promote healthy growth.
- b. Vegetative Screening: In the event existing vegetation or landforms providing screening are inadequate or disturbed, new plantings must be provided in a landscaped strip at least 50 feet wide. Landscaping intended for screening must consist of a combination of non-invasive species, pollinator species, and native plants, shrubs, trees, grasses, forbs, and wildflowers. Trees intended for screening shall consist of a combination of evergreen and deciduous trees that are 5-6 feet in height at time of planting. A triple row of trees must be placed on average at 15 feet on center. A list of appropriate plant materials and species appropriate spacing is available at the Community Development Department. Species listed on the

Virginia Department of Conservation and Recreation's Invasive Plant Species list may not be used.

- c. Berming: Berms, when provided, must generally be constructed with a 3:1 side slope to rise ratio, 4-6 feet above the adjacent grade, with a 3 foot wide top with appropriate pollinator-friendly native shrubs, trees, forbs, and wildflowers. The outside edges of the berm must be sculpted with vertical and horizontal undulations to give variations in appearance. When completed, the berm should not have a uniform appearance like a dike.
- d. Opaque Architectural Fencing: Fencing intended for screening must be at least 50 percent visually solid as viewed on any line perpendicular to the fence from adjacent property or a public street. Such fencing may be used in combination with other screening methods but must not be the primary method. A typical example is the use of wood privacy fencing and landscaping to screen structures such as substations. Depending on the location, ornamental features may be required on the fence. Fencing material must not include plastic slats.

5.9.5.6 - Ground Cover. Community, small- and large-scale solar facilities shall provide ground cover on the site comprised of vegetation native to the County and maintained in accordance with the landscaping plan in accordance with established performance measures. Failure to maintain the ground cover shall result in revocation of the special use permit and the facility's decommissioning, or such measures deemed appropriate by the Zoning Administrator. The operator shall notify the County prior to application of pesticides and fertilizers. The County reserves the right to request soil and water testing.

5.9.5.7 - Security Fencing. Community, small- and large-scale solar facilities, must be enclosed by security fencing on the interior of the buffer area (not to be seen by other properties) at a height of either 61 inches or less or 96 inches and greater (inclusive of razor/barbed wire). The height and/or location of the fence may be modified in the conditions for any particular special use permit. Fencing must be installed on the interior of the vegetative buffer. Fencing must be placed

around sections of the infrastructure (not the entire site) to provide access corridors for wildlife to navigate through the facility. All fencing must be constructed to allow for the movement or migration of small wildlife species and to substantially lessen the likelihood of trespassing. Failure to maintain the security fencing shall result in revocation of the special use permit and the facility's decommissioning.

5.9.5.8 - Wildlife Corridors. Applications for large-scale solar facilities, must identify access corridor(s) for wildlife to navigate through and across the solar facility. The proposed wildlife corridor(s) must be shown on the site plan submitted to the County. Areas between fencing shall be kept open to allow for the movement of migratory animals and other wildlife. Access corridors for wildlife to navigate through the solar facility must be identified and shown on the Concept Plan submitted to the County.

5.9.5.9 - Lighting. Outdoor lighting for the facility shall be permitted only during maintenance periods; regardless of the lumens emitted, each outdoor luminaire shall be fully shielded as required by [section 4.17](#); provided that these restrictions shall not apply to any outdoor lighting required by federal law.

5.9.5.10 – Internal and Transmission Lines. For community, small- and large-scale solar facilities, any new associated electrical transmission lines, whether connecting internal portions of the project or connecting to a switchyard, substation, or point of interconnection, may be located either above or below ground in a manner to be least intrusive and mitigate their impact to surrounding properties.

5.9.6 - Construction, Operational, and Decommissioning Requirements for Solar Energy Generating Facilities. For community, small- and large-scale solar facilities, the following requirements must be met during the construction phase and/or throughout the operational life of solar facilities subject to a special use permit:

5.9.6.1 - Groundwater Monitoring. Ground water monitoring to assess the level of groundwater contamination must take place prior to, and upon completion of construction of a project, throughout the area of the facility. Ground water monitoring must take place every five years of the operation

of the facility, and upon completion of decommissioning. Results from said monitoring must be provided to the County.

5.9.6.2 - Coordination of Local Emergency Services; Emergency Response Plan. Prior to completion of construction, the owner or operator of a facility must coordinate with the County's emergency services departments to provide materials, education, and/or training on how to safely respond to on-site emergencies, and to develop, implement, periodically update, and perform exercises on , an emergency response plan. Emergency personnel must be provided a key or code to access the property in case of an on-site emergency.

5.9.6.3 - Monitoring and Maintenance. The owner or operator must monitor and maintain the solar facility in good condition. Such monitoring and maintenance must include, but not be limited to, painting, evaluating the structural integrity of equipment, foundations, structures, fencing and security barriers, as applicable, maintenance of the buffer areas, and landscaping. Site access must be maintained to a level acceptable to the County. The project owner is liable for the cost of maintaining the facility and access roads, and the cost of repairing damage to private roads occurring as a result of construction and operation. Failure to maintain the Solar Facility may result in revocation of the special use permit and the facility's decommissioning.

- a. Any cleaning products used to maintain photovoltaic materials must be biodegradable.

5.9.6.4 - Liability Insurance. The owner or operator of a facility must provide to the Zoning Administrator written evidence of liability insurance in an amount acceptable to the purchasing utility provider prior to beginning construction and before the issuance of a zoning permit.

5.9.6.5 - Inspections.

- a. The owner or operator must allow designated County representatives or employees access to a facility for inspection purposes. The County representative or employee will provide the facility operator with 24-hours notice prior to an inspection when practicable.

- b. The owner of a facility must reimburse the County the costs of any independent inspections required by County and state laws and regulations.

5.9.6.6 - Change in Ownership. Notice of any change of ownership of the facility must be provided to the County within 10 working days of any such change and such changes shall be submit to the requirements of Section 31.5, Zoning clearance.

5.9.6.7 - Decommissioning and Reclamation.

- a. Solar facilities that have reached the end of their useful life or have not been in active and continuous service for a period of six months must be removed at the owner's or operator's expense. However, the County may extend this period upon a satisfactory showing that, the project is being repowered or a force majeure event has or is occurring requiring longer repairs.
- b. The owner or operator must notify the Zoning Administrator by certified mail of the proposed date of discontinued operations and plans for removal.
- c. Decommissioning must be performed in compliance with an approved Decommissioning Plan, which must be submitted for approval by the Zoning Administrator , or an otherwise appropriate Agent, prior to the issuance of a Zoning Permit. The preliminary Decommissioning Plan and the final Decommissioning Plan must demonstrate compliance with the requirements of this section. The Zoning Administrator may approve any appropriate amendments to or modifications of the Decommissioning Plan.
- d. Decommissioning must include removal of all electric systems, buildings, cabling, electrical components, security barriers, roads, foundations, pilings, and any other associated facilities, so that any agricultural ground upon which the facility and/or system was located is again tillable and suitable for agricultural uses. The site must be graded and re-seeded to restore it to as natural a condition as possible, provided that the Zoning Administrator may approve an owner's written requests that the access roads or other land

surface areas not be restored if other conditions are determined to be more beneficial or desirable at that time.

- e. Any exception to site restoration, such as leaving driveways, entrances, or landscaping in place, or substituting plantings, must be requested by the landowner in writing, and this request is subject to approval of the Zoning Administrator, or otherwise appropriate Agent.
- f. Hazardous material from the property must be disposed of in accordance with federal and state law.
- g. The estimated cost of decommissioning must be guaranteed by the deposit of sufficient funds in an escrow account at a financial institution approved by the County.
 - i. The applicant must deposit the required amount into the approved escrow account before any building permit is issued to allow construction of the solar facility.
 - ii. The escrow account agreement must prohibit the release of the escrow funds without the written consent of the County. The County will consent to the release of the escrow funds upon the owner's or occupant's compliance with the approved decommissioning plan. The County may approve the partial release of escrow funds as portions of the approved decommissioning plan are performed.
 - iii. The amount of funds required to be deposited in the escrow account must be the full amount of the estimated decommissioning cost without regard to possible salvage value.
 - iv. The owner or occupant must recalculate the estimated cost of decommissioning every five years. If the recalculated estimated cost of decommissioning exceeds the original estimated cost of decommissioning by at least 10 percent, the owner or occupant must deposit additional funds into the escrow account to meet the new cost estimate. If the recalculated estimated cost of decommissioning is less than 90 percent (of

the original estimated cost of decommissioning, the County may approve reducing the amount of the escrow account to the recalculated estimate of decommissioning cost.

- v. The County may approve alternative methods to secure the availability of funds to pay for the decommissioning of a utility-scale solar, such as a performance bond, letter of credit, or other security approved by the County.
- vi. If the owner or operator of the solar facility fails to remove the installation in accordance with the requirements or within the permitted time, the County may collect the surety and the County or its agent(s) may enter the property to perform any work necessary to complete the decommissioning.

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

TAB D

MEETING DATE:	March 6, 2024				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors February 21, 2024 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday February 21, 2024, be adopted.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goals(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes February 21, 2024.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Carysbrook Performing Arts Center
8880 James Madison Hwy, Fork Union, VA 23055
February 21, 2024
Budget Work Session 5:00pm
Regular Meeting 6:00pm**

MEMBERS PRESENT: Chris Fairchild, Cunningham District
Mike Goad, Fork Union District
Timothy M. Hodge, Palmyra District
Tony O’Brien, Rivanna District (*entered meeting at 5:11pm*)
John M. (Mike) Sheridan, Columbia 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

BUDGET WORK SESSION

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

At 5:01pm, Chair Fairchild called to order the Budget Work Session of February 21, 2024. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

Capital Improvement Plan (CIP) Review – Eric Dahl, County Administrator
Aaron Spitzer – \$75,000 for two concrete slabs, and \$180,000 for athletic field fencing at Pleasant Grove and Carysbrook.
Calvin Hickman – requested additional funds to improve the entrance to the Convenience Center, and Historic Courthouse repairs.
Debbie Smith – \$150,000 generator for the Community Center to be able to open in case of severe weather.
Sheriff Hess – requested multiple vehicles and equipment.
Bobby Popowicz – requested pipeline repair at Carysbrook School and Social Services buildings.
Jim True – requested funding for updated cardiac monitors, Lucas devices, and McGrath devices.
John Iye, FRA President – requested additional funding for two fire engines and a replacement car for Chief Constantino, Andrew Pullen, Kents Store Chief, requested a brush truck.
Peter Gretz – requested additional funding for Open Gate metal detectors, FCHS track and turf replacement, FCMS track resurfacing, and a few buses.

14 - CLOSED MEETING

MOTION:	At 6:20pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – Employees of the Finance Department.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 6:39 pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.”				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

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

At 6:40pm, Chair Fairchild called to order the Regular Meeting of February 21, 2024. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION:	Accept the Agenda, for the February 21, 2024 Regular Meeting of the Board of Supervisors, as amended.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:				Second	Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Dahl reported on the following topics:

Announcements and Updates - New Employees

- Nancy Wilk, Public Works Department, Administrative Program Specialist, Started February 12th
- Paula Franklin, DSS, Human Services Assistant III, Started February 20th
- Becky Wiseman, Clerk of the Circuit Court Office, Deputy Clerk II, Started February 20th

Small Business Administration Grant update:

- Dan Fellows, Business Advisor will be available to Fork Union Businesses for one on one confidential assistance and expert advising free of charge.

Virginia Master Naturalist Award Recognition

- The 2023 Virginia Master Naturalist volunteer of the year is Walter Hussey.

Next BOS Meetings

Day	Date	Time	Purpose	Location
Thu	Feb 29	5:30 PM	BOS Budget Work Session - County Agency Briefs and Constitutional Officer Briefs	Morris Room
Wed	Mar 6	5:00 PM	Regular Meeting	Performing Arts Center
Wed	Mar 6	7:00 PM	Budget Work Session – FCPS FY25 Adopted Budget Presentation	Performing Arts Center
Wed	Mar 13	5:30 PM	BOS Budget Work Session	Morris Room

5 - PUBLIC COMMENTS #1

At 6:49pm, Chair Fairchild opened the first round of Public Comments.

- Andrew Pullen, Columbia District, thanked the Board for hiring Mr. True, and complimented the job he’s done, and suggested making him a director and put off hiring a Fire Chief. Mr. Pullen requested providing part-time EMS posted in Kents Store.
- Chris Bacca, thanked Calvin Hickman and his crew for installing the refrigerators in the new MACAA Food Pantry.

With no one else wishing to speak, Chair Fairchild closed the first round of Public Comments at 6:53pm.

6 – BOARDS AND COMMISSIONS

MOTION:	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointments(s):				
BOARD/COMMISSION/COMMITTEE	APPOINTEES		APPT/ REAPPT	BEGINS TERM	ENDS TERM
Jefferson Area Board for Aging (JABA) Board of Directors - Citizen Representative	Christopher L. Baca, Sr.		Appt	03/01/2024	02/28/2026
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

7 – PRESENTATIONS

Utility-Scale Solar Energy Farm Ordinance in Appomattox County – Dan Whitten, County Attorney and Eric Dahl, County Administrator gave the Board of Supervisors an overview of the utility scale solar energy farm in Appomattox County.

- On October 17, 2022, the Appomattox County Board of Supervisors approved an ordinance to remove “Utility-Scale Solar Energy Farm (Large Scale)” as a conditional use in the Agricultural Zoning District.
- The Ordinance also increased the setbacks to 100 feet from the edge of any stream, creek, pond, lake or wetland for solar panel arrays and battery storage facilities.
- In addition, the ordinance increased the landscape buffers to 100 feet for solar panel arrays and battery storage facilities.

Mr. Whitten also discussed Senate Bill 697 - Solar and energy facilities; local regulation.

- The substitute bill passed the Senate and the relevant language is as follows:
 “No local ordinance shall include (i) limits on the total amount, density, or size of any ground-mounted solar facility or energy storage facility until such time that the total area under panels within the locality exceeds four percent of the total area within the locality.”
- After some discussion the Board directed staff to bring back a couple of agenda items on the next agenda.

MOTION:	Direct staff to bring back a draft ordinance that has utility scale solar limited to I-1 zoning and does not grandfather current applicants, at the March 6, 2024 meeting for consideration by the Board.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:		Motion	Second		
VOTE:	Yes	Yes	Yes	No	No
RESULT:	3-2				

MOTION:	Direct staff to bring back a resolution for the Planning Commission to consider a Text Amendment to address solar ordinance buffers and setbacks.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	No	Yes
RESULT:	4-1				

8 - ACTION MATTERS

FY24 CIP Additional Funding Request for Car 1 and Car 30 – Tori Melton, Director of Finance & Dwayne Mayo, County Fire Chief

In the approved FY22 CIP Budget, \$74,500 was approved for Car 1 (Fluvanna Fire Chief) and in the approved CIP for FY23 \$86,000 was approved for Car 30 (Kents Store).

Fiscal Year	Vehicle	Amount Approved	Cost	Amount Added from Other Sources	Add'l Funding Needed
2022	Car 1	\$74,500.00	\$110,241.00	\$30,000.00	\$5,741.00
2023	Car 30	\$86,000.00	\$110,241.00	\$0.00	\$24,241.00
				Total	\$29,982.00

The current lowest Unit Cost is \$110,241 per vehicle. Chief 1 will include \$30,000 from the Chiefs budget to help offset some of the cost but would require additional funding of \$29,982 from the Board to purchase both vehicles.

MOTION:	Approve additional funding for the FY23 CIP Car 1 and Car 30 in the amount of \$29,982, with funding to come from BOS Contingency.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Authorization to Advertise for a Public Hearing to Amend Section 20-1-2.1 And to Enact Section 20-1-7 Of the County Code to Give the Treasurer Discretion for Application of Tax Payments When There is a Payment Arrangement – Dan Whitten, County Attorney

Virginia Code Section 58.1-3916 states that the penalty for failure to pay a tax shall not exceed 10 percent of the tax past due on such property or \$10, whichever is greater, provided that the penalty shall in no case exceed the amount of the tax assessable. The proposed amendment to section 20-1-2.1 would add required language and strike optional language that states in the case of delinquent tangible personal property tax more than 30 days past due, the penalty shall be 25 percent of the tax past due on such tangible personal property.

Virginia Code Section 58.1-3913 states that unless otherwise provided by the Board of Supervisors, any payment of taxes shall be credited first against the most delinquent amount. The proposed section 20-1-7 of the County Code would give discretion to the Treasurer for the application of tax payments when there is a payment arrangement. Therefore, if the ordinance is approved the Treasurer could credit the payment to the recent amount due if there is a payment arrangement.

MOTION:	Advertise the amendments to the County Code to amend Section 20-1-2.1 and to enact Section 20-1-7 for a public hearing to be held March 20, 2024.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:		Motion	Second		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Virginia Tourism Corporation Marketing Leverage Grant Program – Jennifer Schmack, Director of Economic Development

Grant funds will be used to continue the Find Fluvanna branding and marketing campaign focusing tourism outreach efforts on visitors looking for a relaxing daytrip featuring agribusinesses, art, history, outdoor recreation, and rural scenes.

- This grant requires a 1:1 match for an award up to \$20,000
 - \$7,500 - current proposed FY25 Economic Development Budget
 - \$4,000 - partner contribution from Arts of Fluvanna
 - \$8,500 - current Find Fluvanna campaign

MOTION:	Approve an application for the Virginia Tourism Corporation’s Marketing Leverage Grant Program for \$40,000 to support the Find Fluvanna tourism marketing campaign.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

9 - PUBLIC HEARING

None.

10 - CONSENT AGENDA

The following items were discussed before approval:

The following items were approved under the Consent Agenda for February 21, 2024:

- *Minutes of February 7, 2024* – Caitlin Solis, Clerk to the Board
- *Professional Engineering & Architectural Services Term Contract- MFTA Architecture, PLLC* – Dan Whitten, County Attorney
- *Professional Engineering Services for Carysbrook Waterline Project* – Dan Whitten, County Attorney
- *Virginia Department of Environmental Quality Local Government Guarantee* – Tori Melton, Director of Finance
- *One-time grant from Thomas I Crowell Trust* – Tori Melton, Director of Finance
- *CRMF - Carysbrook Playground Repairs* – Don Stribling, FCPS Executive Director
- *CRMF – Central Elementary School Replacement Doors* – Don Stribling, FCPS Executive Director
- *CRMF - Fluvanna County High School Chiller Open and Close Vane Switches* – Don Stribling, FCPS Executive Director
- *CRMF - Registrar SIEM and GRC Server* – Andy Notman, Director of Information Technology

MOTION:	Approve the consent agenda, for the February 21, 2024 Board of Supervisors meeting.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

11 - UNFINISHED BUSINESS

None.

12 - NEW BUSINESS

None.

13 - PUBLIC COMMENTS #2

At 8:04pm, Chair Fairchild opened the second round of Public Comments.

- Jason Sweeny, 3456 James Madison Hwy, commented on the SB629 and solar issues.
- Mario Kuhar, 3247 West River Rd, commented on the use of solar and wind power.
- Jeff Potter, 474 Covered Bridge Rd, thanked the Board for approving the gap funding for the Kents Store Fire vehicle. And requested bringing back online participation from the public.

With no one else wishing to speak, Chair Fairchild closed the second round of Public Comments at 5:23pm.

- Mr. Hodge asked if the IT department to look into secure ways to allow public participation via Zoom.

15 - ADJOURN

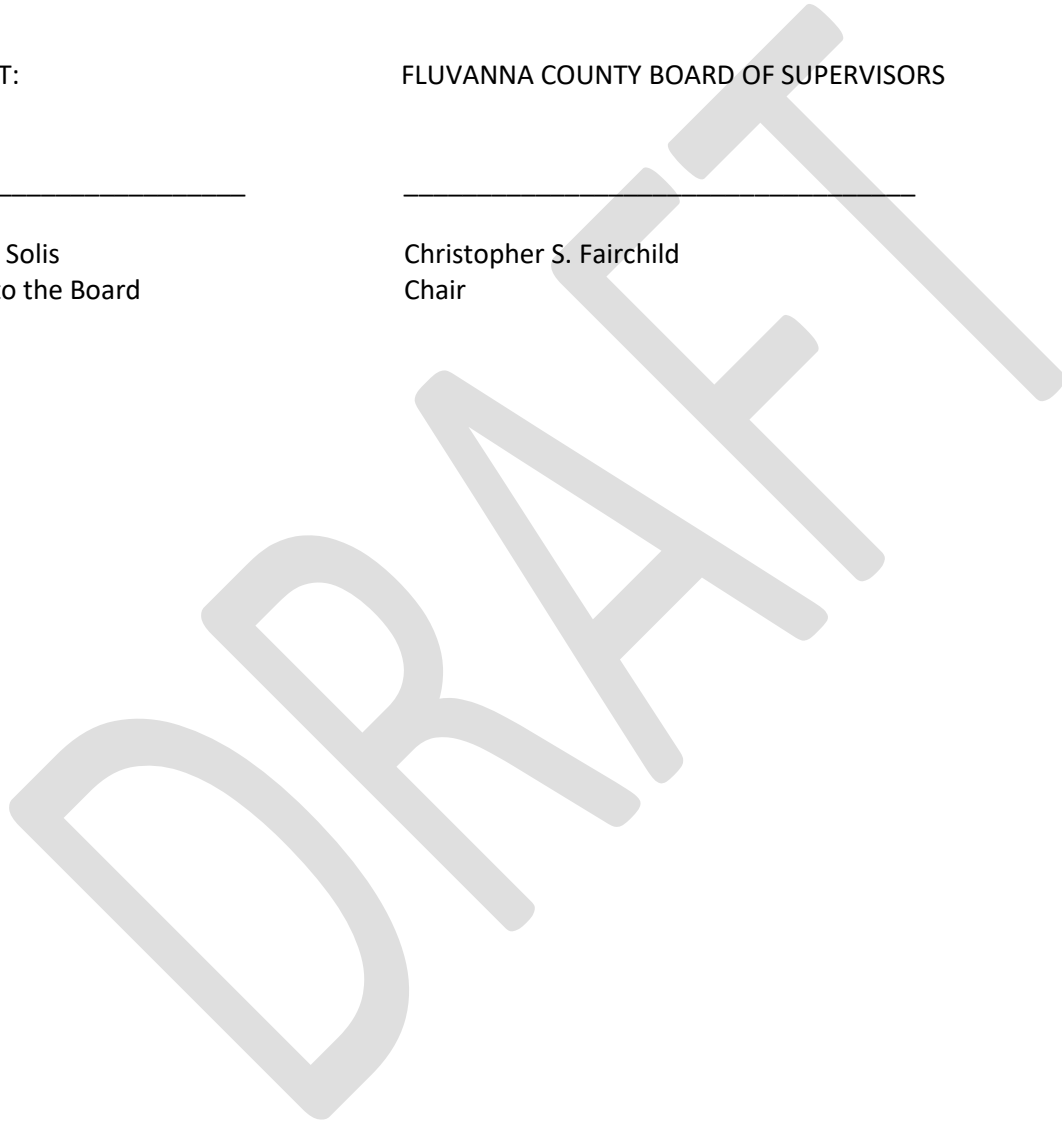
MOTION:	Adjourn the regular meeting of Wednesday, February 21, 2024 at 8:16pm.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	No	Yes	Yes	Yes	Yes
RESULT:	4-1				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

Christopher S. Fairchild
Chair



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

TAB E

MEETING DATE:	March 6, 2024				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors February 23, 2024 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday February 23, 2024, be adopted.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goals(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes February 23, 2024.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Fork Union Military Academy at Wicker Chapel
4744 Fraley Ln, Fork Union, VA 23055
February 23, 2024
Special Meeting 3:00pm**

MEMBERS PRESENT:

Chris Fairchild, Cunningham District
Mike Goad, Fork Union District
Timothy M. Hodge, Palmyra District

ABSENT:

Tony O'Brien, Rivanna District
John M. (Mike) Sheridan, Columbia District

ALSO PRESENT:

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

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

At 3:18pm, Chair Fairchild called to order the Special Called meeting of February 23, 2024. Chair Fairchild introduced U. S. Senator Mark R. Warner and welcomed the Senator to Fluvanna County.

Senator Warner gave a few opening remarks and opened the conversation to questions from those in attendance.

15 - ADJOURN

By consensus, the Special Meeting of Friday, February 23, 2024 was adjourned at 4:35pm

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

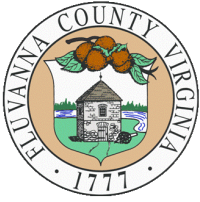
Caitlin Solis
Clerk to the Board

Christopher Fairchild
Chair

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

TAB F

MEETING DATE:	March 6, 2024				
AGENDA TITLE:	Resolution Recognizing Zachary D. Harris – Eagle Scout				
MOTION(s):	I move the Fluvanna County Board of Supervisors adopt the resolution entitled “Recognizing Zachary D. Harris for Award of Eagle Scout Status.”				
BOS 2 YEAR GOAL?	Yes	No	If yes, list goal(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board of Supervisors				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	Zachary has completed all requirements and has been examined by an Eagle Scout Board of Review and deemed worthy of the Eagle Scout Award.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Resolution				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia
RESOLUTION No. 10-2024

**A RESOLUTION RECOGNIZING
 ZACHARY D. HARRIS
 AWARD OF EAGLE SCOUT STATUS**

The Fluvanna County Board of Supervisors adopted the following resolution on Wednesday, March 6, 2024:

WHEREAS, the Boy Scouts of America was incorporated by Mr. William D. Boyce on February 8, 1910; and

WHEREAS, the Boy Scouts of America was founded to promote citizenship, training, personal development and fitness of individuals; and

WHEREAS, Zachary D. Harris has completed all the requirements for becoming an Eagle Scout; and

WHEREAS, Zachary has been examined by an Eagle Scout Board of Review and deemed worthy of the Eagle Scout award; and

WHEREAS, Boy Scout Troop 154 will be convening an Eagle Scout Court of Honor on March 23, 2024 at 3:00 p.m. at Lake Christian Church, Palmyra, Virginia; and

WHEREAS, the Fluvanna County Board of Supervisors fully supports the programs of the Boy Scouts of America and recognizes the important services they provide to the youth of our Country.

NOW, THEREFORE BE IT RESOLVED that the Fluvanna County Board of Supervisors joins Zachary’s family and friends in congratulating him on his achievements, the award of Eagle Scout status and acknowledges the good fortune of the County to have such an outstanding young man as one of its citizens.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 6th of March, 2024, by the following vote:

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

Attest:

*Christopher S. Fairchild, Chair
 Fluvanna County Board of Supervisors*

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

TAB G

MEETING DATE:	March 6, 2024				
AGENDA TITLE:	FY24 Parks & Recreation Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$1500.00 to the FY24 Parks and Recreation budget for the reimbursement of the LOVEwork grant.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Aaron Spitzer, Director of Parks and Recreation Tori Melton, Director of Finance				
PRESENTER(S):	Tori Melton, Director of Finance				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • On November 6, 2019, the BOS approved the application for the FY20 LOVEwork Reimbursement Program Grant for \$1,500 to build a permanent LOVE sign at Pleasant Grove. • The project started in late April 2023 and final completed in October 2023. • The total cost for the project is \$2,258.62 and came from the existing Parks and Recreation's budget • The Project was submitted and approved for the Virginia Tourism Authority's LOVE Creation Reimbursement Fund Agreement. The total reimbursement is \$1,500. 				
FISCAL IMPACT:	<ul style="list-style-type: none"> • Approval will allow finance to increase FY23 revenues and expenditures by \$1,500 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB H

MEETING DATE:	March 6, 2024				
AGENDA TITLE:	Voluntary Benefits Enrollment Service Agreement with Pierce Group Benefits				
MOTION(s):	I move that the Board of Supervisors approve (i) a Service Contract and (ii) a Business Associate Agreement with Pierce Group Benefits (“PGB”), and authorize the County Administrator to execute the Agreements subject to approval as to form by the County Attorney.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> Service Contract: PGB will perform annual voluntary benefit enrollment services for participating Fluvanna employees. PGB will not charge the County for these services, but will collect fees from commissions. The Contract term is three (3) years, with automatic renewal for three-year terms until either party gives the other one hundred eighty (180) days’ written notice of termination. Business Associate Agreement: PGB will adhere to all HIPAA standards and requirements. Cooperative Procurement: The County is using cooperative procurement under Virginia Code Section 2.2-4304 and is using the Henry County agreement with PGB. The current agreement with First Financial Administrator’s Inc. will not be renewed. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> Service Contract Business Associate Agreement 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				



Service Contract (Contract)

Fluvanna County Government (hereafter referred to as the Client) and Accretive Global Insurance Services, LLC dba Pierce Group Benefits (Pierce Group Benefits or PGB) desire to enter into the following Service Contract for the purpose of communication and enrollment of eligible employees in benefits under the Client's Flexible Benefits Plan for the Benefit Plan Year beginning July 1, 2024. PGB will begin work immediately upon execution of this contract to ensure that benefit enrollment and other services is available as agreed. As a result, this contract is considered in full force and effect on the date of execution below by both Parties (hereafter referred to as the "Effective Date").

ARTICLE I – Definitions

- A. Plan is defined as the Flexible Benefits Plan together with flexible spending account plan (or plans) maintained by the client or portions of the plan (or plans).
- B. Flexible Spending Account ("FSA") is defined as a health care flexible spending account arrangement or dependent care assistance flexible spending account arrangement, as described in proposed Internal Revenue Service ("IRS") regulations under Internal Revenue Code ("Code") 125.
- C. Plan administration (or Administrator) is defined as the Client or the entity named in the documents describing the Plan as responsible for the operation and administration of the Plan.

ARTICLE II - Duties of Pierce Group Benefits Representative

The Pierce Group Benefits representative or its designee will perform the following annual enrollment services during the applicable enrollment period, at no cost to the Client or to any employee of the Client:

- A. Conduct group meetings to provide eligible employees an overview of benefits and estimated tax saving examples under the Plan.
- B. Enroll all eligible employees who choose to participate in the Plan.
- C. At an eligible employee's request, provide an individual review of benefits available under the Plan.
- D. Explain the procedure for filing claims for reimbursement of eligible expenses to employees electing to participate in the flexible spending account arrangement and at an eligible employee's request provide claims packets to participants.
- E. Ensure proper completion of participant election forms.

- F. Arrange only products to be offered to the Client's employees will be those that have prior approval of the Client.

ARTICLE III - Duties of the Client

- A. The Client will provide access to all eligible employees annually to Pierce Group Benefits Representative or its designee for the purpose of annual communication and enrollment in the benefits under the Plan. This includes group and/or individual benefit communication sessions and enrollments.
- B. The Client will allow Pierce Group Benefits to offer voluntary individual insurance products during the annual enrollment.
- C. The Client is responsible for interpreting the provisions of the Plan and determining questions of eligibility for Plan participation.
- D. Execute any necessary separate Contracts with the third party administrator with regard to actual claim payment services for the flexible spending account arrangement.

ARTICLE IV - Fees for Services

- A. There will be no charge to the Client for enrollment support materials or benefits counselors.
- B. Additional programs and services can be provided on a project basis for an additional fee to be disclosed prior to, in writing, and shall be undertaken upon mutual agreement between Pierce Group Benefits and the Client.
- C. Pierce Group Benefits retains commission for all applicable lines.
- D. The parties agree that Pierce Group Benefits is entitled to the compensation it is receiving through the end of any Term where the contract is in full force and effect.
- E. Administration fees, mailing fees, and annual plan service fees including plan document preparation will be arranged between the client and the third party administrator. The fee structure will be outlined in a contract between the third party administrator and the Client.
- F. The Client understands and agrees that the fees for services under this Contract may be renegotiated in the event that substantial changes to the Plan would significantly increase the obligations or costs of providing these services with respect to the Plan. Any adjustment to fees would be discussed with the Client prior to adjustment and would be effective as of an agreed upon date outlined in a written amendment signed by both parties.
- G. The cost of individual benefit selections are the responsibility of the employee that chooses to participate in a specific voluntary benefit. The Client agrees to payroll deduct these premiums (costs) from the employees' paychecks and remit the premiums to the appropriate provider.

- H. Due the nature of this arrangement it is necessary to add additional products from time to time and shall be done so upon mutual agreement between the Client and the Pierce Group Benefits Representative. This is to ensure the appropriate amount of revenue is generated to cover the cost of the fees for the above-mentioned services.
- I. The Client agrees that for the duration of this contract, no competitive benefits shall be offered to their employees by any vendor/carrier. These are defined as any benefit that competes with the benefits offered to the employees of the Client by Pierce Group Benefits is solicited either at the worksite, virtually, electronically, telephone or any means. It also includes any competing benefit paid for via payroll deduction or directly to the vendor by other means. This would include any additions, upgrades, transfers, etc. on existing plans from any vendor that currently has payroll deductions with the client. This section is effective from the date this contract is signed and shall remain in effect until its termination. A copy of the current billings from existing vendors will be attached to this Contract. Also, the Pierce Group Benefits Representative shall have the opportunity to submit a bid for any and all supplemental benefits, whether voluntary or employer paid to be offered to the client and/or their employees.
- J. If Client chooses to utilize the optional service of BenSelect, which is our full-service Benefit Administration Platform to conduct annual enrollment as well as enroll new hires and process terminations throughout the year, there will be a separate fee for that service as outlined in a separate contract.

ARTICLE V – Indemnity

- A. Each party to this Contract agrees to hold the other harmless and indemnify the other party against any and all claims, expenses, liabilities, damages and losses arising out of the first party's failure to perform properly its duties and responsibilities under this Contract as permitted by law.

ARTICLE VI – Term of Contract

- A. The term of this Contract shall begin on the first day of the initial Benefit Plan Year and shall continue for a period of three (3) years. This Contract shall automatically renew for successive three (3) year periods unless terminated by either party in accordance with the terms of this Contract.
- B. Automatic renewal periods shall continue until either party gives the other party written notice of termination of this Contract as provided herein.
- C. This contract may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions, and specifications of this Contract (Code of Virginia Chapter 43, Article 2, §2.2-4304). Pierce Group Benefits shall deal directly with each public agency or body regarding order placement, delivery, invoicing, and payment.

ARTICLE VII – Termination

- A. Either party may terminate this Contract at any time with “cause” upon written notice to the other party ninety (90) days in advance of the date of termination, unless both parties agree upon another date. “Cause” may include but is not limited to:

- Violation of State or Federal laws and regulations
- Engaging in any illegal conduct
- Deliberate misrepresentation of insurance coverage
- Failure to send moneys to pay for employees' policies and/or services to the appropriate companies when due
- Failure to perform the duties and requirements of the contract

B. Either party may terminate this Contract at any time "without cause" upon written notice to the other party one hundred and eighty (180) days in advance of the date of renewal.

C. All obligations, duties, and responsibilities under this Contract shall cease as of the date of termination of this Contract.

The Service Contract is signed and considered executed as of the last date shown below.

This document must be executed by a person authorized to amend or obtain coverage under the Benefits Plan.

Pierce Group Benefits

Fluvanna County Government

BY:  _____

BY: _____

Print Name: Christopher Pierce

Print Name: _____

Title: President and CEO

Title: _____

Date: _____

Date: _____



BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) is entered into by and between Accretive Global Insurance Services, LLC dba Pierce Group Benefits (hereinafter the “Business Associate”), and Fluvanna County Government hereinafter the “Plan Sponsor”) as of the latest of the execution dates set forth below in Section VII.

I. GENERAL PROVISIONS

- A. Purpose.** Business Associate has been retained by Plan Sponsor to perform certain plan-related functions, activities, or services (collectively, “Services”) on behalf of its Group Health Plan that is part of the Plan Sponsor’s Organized Health Care Arrangement.

These Services may include, but are not limited to: enrollment/disenrollment activities, consulting services such as underwriting, premium rating, communications, reporting and other activities relating to the creation, modification, termination, renewal, or replacement of group health benefits and carriers/vendors, certain plan administration functions such as quality assurance, claims auditing, monitoring of other Group Health Plan vendors and management of carve-out benefits or special programs.

The terms and provisions of this Agreement are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of any other agreement, including without limitation the Service Agreement, to which Business Associate, Group Health Plan, and the Plan Sponsor are parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference.

This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by Business Associate to Group Health Plan or Plan Sponsor, consistent with the standards set forth in regulations and administrative guidance with respect to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), including as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).

- B. Effective Date.** The provisions of this Agreement shall take effect on _____.

C. Definitions. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy and Security Rules. Other defined terms include:

1. “Breach” shall have the meaning given such term in 45 C.F.R. §164.402.
2. “Designated Record Set” shall have the meaning given such term in 45 C.F.R. §164.501.
3. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
4. “Individual” shall have the same meaning given such term under 45 C.F.R. §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
5. “Organized Health Care Arrangement” shall mean two or more group health plans maintained by the Plan Sponsor, or two or more group health plans maintained by the Plan Sponsor and the health insurance issuers or health maintenance organizations providing coverage for the plans (but only to the extent that the information maintained by the health insurance issuers or health maintenance organizations relates to individuals who are or were participants in any of the group health plans), as set forth in 45 C.F.R. § 160.103. Any such Organized Health Care Arrangement shall be designated in writing by the Plan Sponsor, and may be referred to collectively herein as “Group Health Plan.”
6. “Privacy Rules” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.
7. “Protected Health Information” (or “PHI”) shall have the meaning given to such term in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Group Health Plan.
8. “Required By Law” shall have the same meaning given to such term in 45 C.F.R. §164.103.
9. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“HHS”) or his designee.
10. “Security Incident” shall have the same meaning given to such term in 45 C.F.R. §164.304.
11. “Security Rules” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, subpart C.
12. “Unsecured Protected Health Information” shall have the same meaning given to such term in 45 CFR §164.402.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Scope of Use and Disclosure of Protected Health Information. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

B. Safeguards Against Misuse of Information. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Furthermore, Business Associate will implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect

the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Group Health Plan as required by the Security Rules. To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

- C. Duty to Mitigate.** Business Associate agrees to cure or mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this Agreement.
- D. Reporting of Violations.** Business Associate agrees to notify the Group Health Plan, in writing, of any use or disclosure of the PHI not provided for by this Agreement, any Security Incident, and any Breach of Group Health Plan's Unsecured Protected Health Information. This notification will be made within thirty (30) business days after the discovery of the use, disclosure, Security Incident, or Breach. In the event of a Breach, if a delay is requested by law enforcement under 45 CFR §164.412, Business Associate may delay notifying the Group Health Plan for the applicable timeframe. This notification will include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired used or disclosed during the Breach. Business Associate will also provide the Group Health Plan with any other available information that the Group Health Plan is required to include in its notification to the individual under 45 CFR §164.404(c) at the time of the initial notification or promptly thereafter as the information becomes available.
- E. Use or Disclosure to Subcontractors.** Business Associate shall ensure that any subcontractor or agent to whom it provides PHI received from, or created or received by Business Associate on behalf of, Group Health Plan agrees to implement reasonable and appropriate safeguards to protect the Group Health Plan's PHI. In turn, Business Associate agrees to ensure that any such subcontractor or agent agrees, in writing, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall provide copies of such agreements to Plan Sponsor upon request.
- F. Access, Amendment, and Accounting Responsibilities.** To the extent Business Associate retains PHI, the Business Associate agrees: (i) to provide access to the PHI that it maintains in Designated Record Sets to the Group Health Plan if requested by the Group Health Plan in accordance with 45 C.F.R. § 164.524; (ii) to document any disclosures of PHI and the information related to such disclosures to respond to an accounting of disclosures of PHI if requested by the Group Health Plan in accordance with 45 C.F.R. § 164.528; and (iii) to make amendments to PHI that it maintains in a Designated Record Set as directed by the Group Health Plan in accordance with 45 C.F.R. § 164.526. Business Associate assumes no obligation to coordinate the provision, amendment, or accounting of PHI maintained by other business associates of the Group Health Plan. Notwithstanding the foregoing, the Group Health Plan will not request that the Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy, Security, or the HITECH Rule, or pertinent state law(s) if such disclosure or use were done by the Group Health Plan itself.
- G. Electronic Data Interchange.** Solely in the event that Business Associate transmits or receives any Transactions (as that term is defined in 45 C.F.R. §160.103) on behalf of Group Health Plan, Business Associate shall comply with any applicable provisions of the Electronic Data

Interchange Requirement (as set forth in 45 C.F.R. parts 160 and 162) and shall ensure that any subcontractors or agents that assist Business Associate in conducting Transactions on behalf of Group Health Plan agree in writing to comply with the Electronic Data Interchange Requirements.

- H. Availability of Books and Records.** For purposes of the Secretary determining the Group Health Plan's compliance with the Privacy Rules, Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Group Health Plan available (i) to the Group Health Plan in a mutually agreeable time and manner, or (ii) to the Secretary in the manner designated by the Secretary.
- I. HITECH Act Business Associate Agreement Requirements.** The parties intended for this Agreement to satisfy the requirements of sections 13401(a) and 13404(a) of the HITECH Act that specified security and privacy provisions requirements be incorporated into business associate agreements. This Agreement shall be interpreted in a manner consistent with this intention.

III. OBLIGATIONS AND ACTIVITIES OF GROUP HEALTH PLAN AND PLAN SPONSOR

- A. Obligations of Group Health Plan and Plan Sponsor.** Group Health Plan, or Plan Sponsor on behalf of Group Health Plan, shall inform Business Associate with respect to the following privacy practices and restrictions:
1. Group Health Plan shall provide Business Associate with a copy of the notice of privacy practices that Group Health Plan produces and distributes in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice. Furthermore, Group Health Plan shall specifically notify Business Associate of any limitation(s) in its notice of privacy practices to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.
 2. Group Health Plan shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures as set forth in this Agreement or the Service Agreement.
 3. Group Health Plan, or Plan Sponsor on behalf of the Group Health Plan, shall notify Business Associate within five (5) business days of any restriction to the use or disclosure of PHI requested by an Individual in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. In turn, due to the wide variety of services and clients of Business Associate, Business Associate has limited capacity to comply with special privacy restrictions requested by Individuals. Accordingly, Group Health Plan agrees that it will only accommodate such requests to the extent required by 45 C.F.R. §164.522(b)(1)(ii).
 4. Group Health Plan shall notify Business Associate in advance of the time and manner in which Business Associate must comply with requests by Group Health Plan with respect to any of the obligations and activities of Business Associate set forth above in Section II, and in all events such times and manners shall be reasonable.
 5. Plan Sponsor acknowledges and agrees that the Privacy Rules allow Group Health Plan to permit Business Associate to disclose or provide access to PHI to Plan Sponsor only after Plan Sponsor has amended its plan documents to provide for the permitted and

required uses and disclosures of PHI and to require Plan Sponsor to provide a certification to Group Health Plan that certain required provisions have been incorporated into Group Health Plan's plan documentation before Group Health Plan may disclose, either directly or through a business associate, any PHI to Plan Sponsor. Plan Sponsor hereby warrants and represents that Group Health Plan's plan documentation has been or will be amended and that Group Health Plan has or will have received such certification from Plan Sponsor no later than the Effective Date of this Agreement.

6. Plan Sponsor acknowledges and agrees that the Privacy Rules allow Group Health Plan to permit Business Associate to disclose or provide access to PHI to only those employees or other persons (including third parties) under the control of Plan Sponsor who are described by name or position in Group Health Plan's plan documentation as the persons who are given access to PHI solely to carry out plan administration functions that Plan Sponsor performs for Group Health Plan. Accordingly, notwithstanding any other terms and conditions of this Agreement, to the extent that the fulfillment of its obligations under this Agreement requires Business Associate to disclose or provide access to PHI to Plan Sponsor or any employees or other persons (including third parties) under the control of Plan Sponsor, Business Associate shall make such disclosure of or provide such access to PHI only as follows:
 - (a) It is acknowledged and agreed that the Privacy Rules require Group Health Plan to maintain policies and procedures to ensure that any PHI that it uses, requests, or discloses be no more than the minimum necessary to accomplish the intended purpose. Group Health Plan hereby warrants and represents that any requests for Plan Sponsor will be for no more than the minimum amount necessary for the intended purpose.
 - (b) Business Associate shall provide PHI to other business associates who assist in administering Group Health Plan and are authorized by Group Health Plan to receive such information for the purpose of facilitating plan administration. Such parties may include, but are not limited to, third-party administrators, consultants, brokers, auditors, successor administrators or insurers, and stop-loss carriers. Group Health Plan shall enter into and maintain a written agreement with each agent and subcontractor or other third party to which it directs Business Associate to disclose PHI under which such agent, subcontractor, or other third party is legally bound by the same restrictions with respect to PHI that apply to Business Associate pursuant to this Agreement.

B. Permissible Requests by Group Health Plan or Plan Sponsor. Group Health Plan or Plan Sponsor shall not request Business Associate to use, disclose, or handle PHI in any manner that would not be permissible under the Privacy and Security Rules if done by the Group Health Plan, except for the data aggregation or management and administrative activities of the Business Associate.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

A. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Group Health Plan or Plan Sponsor as specified in this Agreement, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Group Health Plan or Plan Sponsor, or the minimum necessary policies and procedures of the Group Health Plan and Plan Sponsor.

B. Specific Use and Disclosure Provisions.

1. Business Associate will make reasonable efforts to use, disclose, and to request only the minimum amount of the Group Health Plan's PHI necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be required to comply with this minimum necessary limitation if neither Business Associate nor the Group Health Plan is required to limit its use, disclosure or request to the minimum necessary. Business Associate and the Group Health Plan acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act.
2. Except as otherwise limited in this Agreement or in the Service Agreement, specific examples of permitted use or disclosure of PHI by Business Associate on behalf of, or to provide Services to, Group Health Plan and Plan Sponsor include:
 - (a) To enroll or disenroll participants and beneficiaries in and/or confirm or not confirm enrollment (as determined by the plan administrator of Group Health Plan) of participants and beneficiaries for coverage under Group Health Plan. (Note that only enrollment/disenrollment information may be used by Business Associate to provide these services to Plan Sponsor unless Plan Sponsor satisfies its obligations under Section III.A.6).
 - (b) To assist Plan Sponsor with respect to certain specific plan administration functions, such as claims processing, quality assurance, auditing of the Group Health Plan, monitoring of the Group Health Plan and its vendors, and management of carve-out health plans (such as vision or dental). For purposes of this section, claims processing shall include investigating, auditing, and otherwise administering and facilitating the payment of Group Health Plan claims from the payers of such claims (including, but not limited to, providing advocacy and troubleshooting assistance to participants and beneficiaries, the coordination of benefits, determination of cost sharing amounts, and subrogation of health benefit claims), and obtaining payment on behalf of Plan Sponsor under a contract for stop-loss or reinsurance being utilized with respect to Group Health Plan. (Note that Plan Sponsor must satisfy its obligations under Section III.A.6 before Business Associate can provide these services to Plan Sponsor.)
 - (c) To assist Group Health Plan and Plan Sponsor with respect to underwriting, premium rating, and other activities relating to the creation, modification, termination, renewal, or replacement of a contract of health insurance or health benefits, and the ceding, securing, or placing of a contract for stop-loss or reinsurance of risk relating to health care claims. (Note that Summary Health Information may be used to provide these services, even if Plan Sponsor has not satisfied its obligations under Section III.A.6.)

3. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).
 4. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out any present or future legal responsibilities of the Business Associate.
 5. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Group Health Plan as permitted by 42 C.F.R. §164.504(e)(2)(i)(B).
- C. Applicability.** This Agreement applies with respect to any aspect of the Services Agreement that involves the use or disclosure of PHI but only to the extent that the services or transactions of Business Associate are not exempt from HIPAA pursuant to 1179 of the Social Security Act (42 U.S.C. §1320d-8).

V. TERM AND TERMINATION

- A. Term.** The term of this Agreement shall commence as of the Effective Date set forth above in Section I.B, and shall terminate when all of the PHI provided by Group Health Plan Entity to Business Associate, or created or received by Business Associate on behalf of Group Health Plan, is destroyed or returned to Group Health Plan, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- B. Termination for Cause.** Upon Group Health Plan's or Plan Sponsor's knowledge of a material breach by Business Associate, Group Health Plan (or, Plan Sponsor, on behalf of Group Health Plan) shall either:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Group Health Plan or Plan Sponsor;
 2. Immediately terminate this Agreement and the Service Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cure is feasible, Group Health Plan or Plan Sponsor shall report the violation to the Secretary.
- C. Effect of Termination.**
1. Except as provided in Section V.C.2, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all PHI received from Group Health Plan, or created or received by Business Associate on behalf of Group Health Plan. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide Group Health Plan notification of the conditions that make return or destruction infeasible. If Group Health Plan and Business Associate mutually agree that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. ACKNOWLEDGEMENT AND SIGNATURES

The parties acknowledge that they have read this agreement, understand it, and agree to be bound by its terms. Accordingly, in witness whereof, this Agreement is executed by the parties, by their duly authorized representatives as of the date set forth above.

Fluvanna County Government

Printed Name of Officer: _____


Signature: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

Printed Name of Officer: Christopher Pierce (Pierce Group Benefits)

Signature:  _____

Title: President and CEO

Date: _____

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB I

MEETING DATE:	March 6, 2024				
AGENDA TITLE:	Refund of Taxes Paid for an Erroneous Assessment				
MOTION(s):	<p>I move the Board of Supervisors approve a refund in the amount of \$48,567.14 (\$43,287.95 for real estate tax overpayment and \$5,279.19 for personal property tax overpayment) to be issued by the Treasurer.</p>				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • County Code § 20-1-5 only authorizes refunds up to \$10,000 without the approval of the Board of Supervisors upon the certificate of the Commissioner of Revenue, with consent of the County Attorney, that such refund is owing as the result of an erroneous assessment. • The Taxpayer qualified for disabled veteran’s relief with an effective date of November 29, 2012. • The Taxpayer qualifies for a refund of \$48,567.14 for an erroneous assessment since taxes had already been paid. • VA Code 58.1-3981(A) Correction by commissioner or other official performing his duties. If the assessment has been paid, the governing body of the county or city shall, upon the certificate of the commissioner with the consent of the town, city or county attorney, or if none, the attorney for the Commonwealth, that such assessment was erroneous, direct the treasurer of the county, city or town to refund the excess to the taxpayer, with interest if authorized pursuant to § 58.1-3918 or in the ordinance authorized by § 58.1-3916, or as otherwise authorized in that section. • VA Code § 58.1-3219.5. Exemption from taxes on property for disabled veterans. Pursuant to subdivision (a) of Section 6-A of Article X of the Constitution of Virginia, and for tax years beginning on or after January 1, 2011, the General Assembly hereby exempts from taxation the real property, including the joint real property of married individuals, of any veteran who has been rated by the U.S. Department of Veterans Affairs or its successor agency pursuant to federal law to have a 100 percent service-connected, permanent, and total disability, and who occupies the real property as his principal place of residence. • VA Code § 58.1-3668. Motor vehicle of a disabled veteran. B. Pursuant to subdivision (a)(8) of Article X, Section 6 of the Constitution of Virginia, one motor vehicle owned and used primarily by or for a veteran of the 				

	<p>Armed Forces of the United States or the Virginia National Guard who has been rated by the U.S. Department of Veterans Affairs or its successor agency pursuant to federal law with a 100 percent service-connected, permanent, and total disability shall be exempt from taxation. Any such motor vehicle owned by a married person may qualify if either spouse is a veteran who is rated as 100 percent disabled. Any locality may establish procedures for a veteran to apply for the exemption and may enact any ordinance necessary for administration of the exemption. C. This exemption shall be applicable beginning on the date the motor vehicle is acquired or January 1, 2021, whichever is later, and shall not be applicable for any period of time prior to January 1, 2021.</p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Refund requests for tax years 2013 - 2023				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

Debbie Rittenhouse, Treasurer
Fluvanna County
PO Box 299
Palmyra, VA 22963

RE: Refund of Taxes Paid

I request a refund of Fluvanna County taxes paid as follows:

Tax Year: 2013

Category (20-Real Estate, 25-Personal Property): 20

Taxpayer:

██████████ ██████████ ██████████ ██████████
██████████
██████████

Refund Amount:

Principal tax overpayment	\$3285.92
Interest overpayment	\$0.00
Accrued interest	\$0.00
Total refund	\$3285.92

Reason for Refund: RE 2013 ██████████: Veterans relief with effective date November 29, 2012.

A copy of this request has been sent to Mr. Whitten for his approval as County Attorney.

Thank you for your consideration of this refund request.

Sincerely yours,

Kelly Hudgins
Chief Deputy Commissioner of the Revenue

Copy: Dan Whitten

APPROVED AS TO FORM:

Dan N. Whitten, Esq. Fluvanna County Attorney

Debbie Rittenhouse, Treasurer
Fluvanna County
PO Box 299
Palmyra, VA 22963

RE: Refund of Taxes Paid

I request a refund of Fluvanna County taxes paid as follows:

Tax Year: 2014

Category (20-Real Estate, 25-Personal Property): 20

Taxpayer:

[REDACTED]
[REDACTED]
[REDACTED]

Refund Amount:

Principal tax overpayment	\$4722.87
Interest overpayment	\$0.00
Accrued interest	\$0.00
Total refund	\$4722.87

Reason for Refund: RE 2014 [REDACTED] : Veterans relief with effective date November 29, 2012. Please refund overpayment.

A copy of this request has been sent to Mr. Whitten for his approval as County Attorney.

Thank you for your consideration of this refund request.

Sincerely yours,

Kelly Hudgins
Chief Deputy Commissioner of the Revenue

Copy: Dan Whitten

APPROVED AS TO FORM:

Dan N. Whitten, Esq. Fluvanna County Attorney

Debbie Rittenhouse, Treasurer
Fluvanna County
PO Box 299
Palmyra, VA 22963

RE: Refund of Taxes Paid

I request a refund of Fluvanna County taxes paid as follows:

Tax Year: 2015

Category (20-Real Estate, 25-Personal Property): 20

Taxpayer:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Refund Amount:

Principal tax overpayment	\$3726.35
Interest overpayment	\$0.00
Accrued interest	\$0.00
Total refund	\$3726.35

Reason for Refund: RE 2015 [REDACTED]: Veterans relief with effective date November 29, 2012. Please refund overpayment.

A copy of this request has been sent to Mr. Whitten for his approval as County Attorney.

Thank you for your consideration of this refund request.

Sincerely yours,

Kelly Hudgins
Chief Deputy Commissioner of the Revenue

Copy: Dan Whitten

APPROVED AS TO FORM:

Dan N. Whitten, Esq. Fluvanna County Attorney

Debbie Rittenhouse, Treasurer
Fluvanna County
PO Box 299
Palmyra, VA 22963

RE: Refund of Taxes Paid

I request a refund of Fluvanna County taxes paid as follows:

Tax Year: 2016

Category (20-Real Estate, 25-Personal Property): 20

Taxpayer:

[REDACTED]
[REDACTED]
[REDACTED]

Refund Amount:

Principal tax overpayment	\$3800.96
Interest overpayment	\$0.00
Accrued interest	\$0.00
Total refund	\$3800.96

Reason for Refund: RE 2016 [REDACTED]: Veterans relief with effective date November 29, 2012. Please refund overpayment.

A copy of this request has been sent to Mr. Whitten for his approval as County Attorney.

Thank you for your consideration of this refund request.

Sincerely yours,

Kelly Hudgins
Chief Deputy Commissioner of the Revenue

Copy: Dan Whitten

APPROVED AS TO FORM:

Dan N. Whitten, Esq. Fluvanna County Attorney

Debbie Rittenhouse, Treasurer
Fluvanna County
PO Box 299
Palmyra, VA 22963

RE: Refund of Taxes Paid

I request a refund of Fluvanna County taxes paid as follows:

Tax Year: 2017

Category (20-Real Estate, 25-Personal Property): 20

Taxpayer:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Refund Amount:

Principal tax overpayment	\$3790.35
Interest overpayment	\$0.00
Accrued interest	\$0.00
Total refund	\$3790.35

Reason for Refund: RE 2017 [REDACTED] : Veterans relief with effective date November 29, 2012. Please refund overpayment.

A copy of this request has been sent to Mr. Whitten for his approval as County Attorney.

Thank you for your consideration of this refund request.

Sincerely yours,

Kelly Hudgins
Chief Deputy Commissioner of the Revenue

Copy: Dan Whitten

APPROVED AS TO FORM:

Dan N. Whitten, Esq. Fluvanna County Attorney

Debbie Rittenhouse, Treasurer
Fluvanna County
PO Box 299
Palmyra, VA 22963

RE: Refund of Taxes Paid

I request a refund of Fluvanna County taxes paid as follows:

Tax Year: 2018

Category (20-Real Estate, 25-Personal Property): 20

Taxpayer:

[REDACTED]
[REDACTED]
[REDACTED]

Refund Amount:

Principal tax overpayment	\$3924.08
Interest overpayment	\$0.00
Accrued interest	\$0.00
Total refund	\$3924.08

Reason for Refund: RE 2018 [REDACTED] : Veterans relief with effective date November 29, 2012. Please refund overpayment.

A copy of this request has been sent to Mr. Whitten for his approval as County Attorney.

Thank you for your consideration of this refund request.

Sincerely yours,

Kelly Hudgins
Chief Deputy Commissioner of the Revenue

Copy: Dan Whitten

APPROVED AS TO FORM:

Dan N. Whitten, Esq. Fluvanna County Attorney

Debbie Rittenhouse, Treasurer
Fluvanna County
PO Box 299
Palmyra, VA 22963

RE: Refund of Taxes Paid

I request a refund of Fluvanna County taxes paid as follows:

Tax Year: 2019

Category (20-Real Estate, 25-Personal Property): 20

Taxpayer:

[REDACTED]
[REDACTED]
[REDACTED]

Refund Amount:

Principal tax overpayment	\$4228.17
Interest overpayment	\$0.00
Accrued interest	\$0.00
Total refund	\$4228.17

Reason for Refund: RE 2019 [REDACTED]: Veterans relief with effective date November 29, 2012. Please refund overpayment.

A copy of this request has been sent to Mr. Whitten for his approval as County Attorney.

Thank you for your consideration of this refund request.

Sincerely yours,

Kelly Hudgins
Chief Deputy Commissioner of the Revenue

Copy: Dan Whitten

APPROVED AS TO FORM:

Dan N. Whitten, Esq. Fluvanna County Attorney

Debbie Rittenhouse, Treasurer
Fluvanna County
PO Box 299
Palmyra, VA 22963

RE: Refund of Taxes Paid

I request a refund of Fluvanna County taxes paid as follows:

Tax Year: 2020

Category (20-Real Estate, 25-Personal Property): 20

Taxpayer:

[REDACTED]
[REDACTED]
[REDACTED]

Refund Amount:

Principal tax overpayment	\$4228.17
Interest overpayment	\$0.00
Accrued interest	\$0.00
Total refund	\$4228.17

Reason for Refund: RE 2020 [REDACTED]: Veterans relief with effective date November 29, 2012. Please refund overpayment.

A copy of this request has been sent to Mr. Whitten for his approval as County Attorney.

Thank you for your consideration of this refund request.

Sincerely yours,

Kelly Hudgins
Chief Deputy Commissioner of the Revenue

Copy: Dan Whitten

APPROVED AS TO FORM:

Dan N. Whitten, Esq. Fluvanna County Attorney

Debbie Rittenhouse, Treasurer
Fluvanna County
PO Box 299
Palmyra, VA 22963

RE: Refund of Taxes Paid

I request a refund of Fluvanna County taxes paid as follows:

Tax Year: 2021

Category (20-Real Estate, 25-Personal Property): 20

Taxpayer:

[REDACTED]
[REDACTED]
[REDACTED]

Refund Amount:

Principal tax overpayment	\$4534.92
Interest overpayment	\$0.00
Accrued interest	\$0.00
Total refund	\$4534.92

Reason for Refund: RE 2021 [REDACTED]: Veterans relief with effective date November 29, 2012.

A copy of this request has been sent to Mr. Whitten for his approval as County Attorney.

Thank you for your consideration of this refund request.

Sincerely yours,

Kelly Hudgins
Chief Deputy Commissioner of the Revenue

Copy: Dan Whitten

APPROVED AS TO FORM:

Dan N. Whitten, Esq. Fluvanna County Attorney

Debbie Rittenhouse, Treasurer
Fluvanna County
PO Box 299
Palmyra, VA 22963

RE: Refund of Taxes Paid

I request a refund of Fluvanna County taxes paid as follows:

Tax Year: 2022

Category (20-Real Estate, 25-Personal Property): 20

Taxpayer:

[REDACTED]
[REDACTED]
[REDACTED]

Refund Amount:

Principal tax overpayment	\$4463.10
Interest overpayment	\$0.00
Accrued interest	\$0.00
Total refund	\$4463.10

Reason for Refund: RE 2022 [REDACTED] Veterans relief with effective date November 29, 2012.

A copy of this request has been sent to Mr. Whitten for his approval as County Attorney.

Thank you for your consideration of this refund request.

Sincerely yours,

Kelly Hudgins
Chief Deputy Commissioner of the Revenue

Copy: Dan Whitten

APPROVED AS TO FORM:

Dan N. Whitten, Esq. Fluvanna County Attorney

Debbie Rittenhouse, Treasurer
Fluvanna County
PO Box 299
Palmyra, VA 22963

RE: Refund of Taxes Paid

I request a refund of Fluvanna County taxes paid as follows:

Tax Year: 2023

Category (20-Real Estate, 25-Personal Property): 20

Taxpayer:

[REDACTED]
[REDACTED]
[REDACTED]

Refund Amount:

Principal tax overpayment	\$2583.06
Interest overpayment	\$0.00
Accrued interest	\$0.00
Total refund	\$2583.06

Reason for Refund: RE 2023 [REDACTED] : Veterans relief with effective date November 29, 2012.

A copy of this request has been sent to Mr. Whitten for his approval as County Attorney.

Thank you for your consideration of this refund request.

Sincerely yours,

Kelly Hudgins
Chief Deputy Commissioner of the Revenue

Copy: Dan Whitten

APPROVED AS TO FORM:

Dan N. Whitten, Esq. Fluvanna County Attorney

Debbie Rittenhouse, Treasurer
Fluvanna County
PO Box 299
Palmyra, VA 22963

RE: Refund of Taxes Paid

I request a refund of Fluvanna County taxes paid as follows:

Tax Year: 2021

Category (20-Real Estate, 25-Personal Property): 25

Taxpayer:

[REDACTED]
[REDACTED]
[REDACTED]

Refund Amount:

Principal tax overpayment	\$1879.57
Interest overpayment	\$0.00
Accrued interest	\$0.00
Total refund	\$1879.57

Reason for Refund: PP 2021 [REDACTED] Veterans relief with effective date November 29, 2012

A copy of this request has been sent to Mr. Whitten for his approval as County Attorney.

Thank you for your consideration of this refund request.

Sincerely yours,

Kelly Hudgins
Chief Deputy Commissioner of the Revenue

Copy: Dan Whitten

APPROVED AS TO FORM:

Dan N. Whitten, Esq. Fluvanna County Attorney

Debbie Rittenhouse, Treasurer
Fluvanna County
PO Box 299
Palmyra, VA 22963

RE: Refund of Taxes Paid

I request a refund of Fluvanna County taxes paid as follows:

Tax Year: 2022

Category (20-Real Estate, 25-Personal Property): 25

Taxpayer:

[REDACTED]
[REDACTED]
[REDACTED]

Refund Amount:

Principal tax overpayment	\$1863.76
Interest overpayment	\$0.00
Accrued interest	\$0.00
Total refund	\$1863.76

Reason for Refund: PP 2022 [REDACTED] - Veterans relief with effective date November 29, 2012

A copy of this request has been sent to Mr. Whitten for his approval as County Attorney.

Thank you for your consideration of this refund request.

Sincerely yours,

Kelly Hudgins
Chief Deputy Commissioner of the Revenue

Copy: Dan Whitten

APPROVED AS TO FORM:

Dan N. Whitten, Esq. Fluvanna County Attorney

Debbie Rittenhouse, Treasurer
Fluvanna County
PO Box 299
Palmyra, VA 22963

RE: Refund of Taxes Paid

I request a refund of Fluvanna County taxes paid as follows:

Tax Year: 2023

Category (20-Real Estate, 25-Personal Property): 25

Taxpayer:

[REDACTED]
[REDACTED]
[REDACTED]

Refund Amount:

Principal tax overpayment	\$1535.86
Interest overpayment	\$0.00
Accrued interest	\$0.00
Total refund	\$1535.86

Reason for Refund: PP 2023 [REDACTED] - Veterans relief with effective date November 29, 2012

A copy of this request has been sent to Mr. Whitten for his approval as County Attorney.

Thank you for your consideration of this refund request.

Sincerely yours,

Kelly Hudgins
Chief Deputy Commissioner of the Revenue

Copy: Dan Whitten

APPROVED AS TO FORM:

Dan N. Whitten, Esq. Fluvanna County Attorney

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB J

MEETING DATE:	March 6, 2024				
AGENDA TITLE:	Tax Collection Services Agreements with Taxing Authority Consulting Services				
MOTION(s):	<p>I move that the Board of Supervisors approve (i) a Legal Services Agreement for delinquent tax collections; (ii) an Addendum to the Agreement to hold excess proceeds from non-judicial tax sales; and (iii) a Legal Services Agreement for bankruptcy case management and claim filing with Taxing Authority Consulting Services, PC (“TACS”) and authorize the County Administrator to execute the Agreements and Addendum, subject to approval as to form by the County Attorney.</p>				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Legal Services Agreement – Delinquent Tax Collection: TACS will collect and receive tax payments on behalf of the County using all necessary legal tools to do so. Under this Agreement TACS is authorized to file suit on behalf of the County. TACS will provide weekly Remittance Reports and quarterly status reports addressing the status of overall collections, including litigation. For these services, TACS will receive 20% of any collected account balances, excepting those achieved through the state set off debt program. Other fees apply as well. • Legal Services Agreement Addendum: TACS will hold any excess proceeds from non-judicial tax sales in an interest-bearing account on behalf of the County. For these services, TACS will receive a fee from the funds that is the greater of \$250 or 10% of any unclaimed excess funds after the two-year holding period. • Legal Services Agreement - Bankruptcy Case Management and Claim Filing: TACS will investigate, file and resolve bankruptcy cases on behalf of Fluvanna County, and will be paid a monthly fee, billed quarterly, for providing these services. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Two Legal Services Agreements and one Addendum				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

LEGAL SERVICES AGREEMENT BANKRUPTCY CASE MANAGEMENT AND CLAIM FILING

THIS AGREEMENT is made and entered into by and between TAXING AUTHORITY CONSULTING SERVICES, P.C. (hereinafter “TACS”), and COUNTY OF FLUVANNA, VIRGINIA (hereinafter “LOCALITY”), together the “Parties”.

1. TACS shall provide Bankruptcy Case Management and Claims Filing Services for LOCALITY. Such services include reviews of bankruptcy cases, communicating with LOCALITY regarding the amounts due, filing claims where applicable, making determinations of discharge upon completion of a bankruptcy case and communicating discharged debts to LOCALITY. TACS will, with the consent of LOCALITY, register to receive electronic notice of bankruptcy cases that may impact LOCALITY.
2. Any Claims required to be filed shall be done, electronically or otherwise, in the United States Bankruptcy Courts. Such claims will be filed promptly upon receipt of claim information from LOCALITY. TACS guarantees the timeliness of all claims filed provided the relevant claim information is provided to TACS at least 7 business days prior to the claims bar date. TACS will send LOCALITY prompt e-mail verification of all claims filed.
3. LOCALITY shall provide case information to TACS in an agreed format by e-mail or fax including bankruptcy case information, and where a claim is necessary, the year and types of debt due and the breakdown of the debt into tax, penalty, interest and other specified charges as of the bankruptcy filing date. Such information can be provided on the Claims Filing Worksheet provided by TACS or in any other manner agreed by the parties. LOCALITY agrees to promptly notify TACS of any changes in the amounts claimed (including estimated claims) so amended claims can be timely filed.
4. The parties agree that TACS is entitled to receive a monthly fee of \$150.00 based on the estimated volume not to exceed an average of 4 bankruptcy cases per month which will be billed quarterly. If it appears that the actual cases filed differ significantly from this estimate, the fee will be adjusted accordingly. (With 5 to 7 cases billed at \$300.00 per month and 8 to 10 cases at \$450.00 per month). The fee charged will be subject to an annual increase of 4% at the start of each fiscal year.
5. TACS will work with and resolve claims inquiries and amendments in all cases in which it has filed a claim, including dealing with bankruptcy attorneys, case trustees, the U.S. Trustee’s Office and the Bankruptcy Courts.
6. TACS will not, as part of this Agreement, handle Contested Matters (including claims objections) or Adversary Proceedings filed, nor will this representation extend to any litigation in Chapter 11 cases. For these matters, TACS will agree to represent LOCALITY at a reduced hourly rate if desired.
7. TACS shall indemnify and hold the LOCALITY (including its deputies, agents, and employees) harmless from and against any and all liability, loss, cost or expense caused by the negligent performance or failure of performance of obligations hereunder by TACS.

8. The Parties shall comply with all applicable Federal, State, and local laws, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
9. This Agreement shall be construed under the laws of the Commonwealth of Virginia. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby.
10. The terms of this Agreement constitute the complete and exclusive statement of understanding between the parties relating to the subject matter of this Agreement. This Agreement shall run for a period of one year and shall automatically renew unless terminated by either party.

IN WITNESS WHEREOF, both Parties have caused this Agreement to be signed by their duly authorized officers on the date set forth below.

TACS, P.C.

COUNTY OF FLUVANNA

Print Name

Print Name

Title

Title

Signature

Signature

Date

Date

LEGAL SERVICES AGREEMENT

Delinquent Tax Collection

This AGREEMENT is made and entered into by and between TAXING AUTHORITY CONSULTING SERVICES, PC (hereinafter “TACS”), and COUNTY OF FLUVANNA, VIRGINIA (hereinafter “LOCALITY”), together, the “Parties”, pursuant to Code of Virginia §§ 58.1-3934 and/or 58.1-3966.

1. SCOPE OF REPRESENTATION

LOCALITY hereby retains TACS to assist with the collection of certain accounts as its attorney and undertaking such work shall constitute an attorney-client relationship. TACS shall have full authority to perform all acts necessary to effect the collection of the accounts (the “Legal Services”), is designated as an official authorized to collect taxes for the locality, and is authorized to receive payments made on the accounts and to endorse LOCALITY’S name on any checks or other negotiable instruments that may be received in payment on the accounts; to arrange for payments under such terms as TACS deems appropriate for any account; to commence a lawsuit on behalf of LOCALITY; and to use all other necessary legal or administrative tools authorized by law for the recovery of the accounts.

2. LOCALITY RESPONSIBILITIES

Upon assignment of the accounts to TACS, LOCALITY will provide TACS with information reasonably necessary for TACS to perform the Legal Services.

LOCALITY represents and warrants to TACS that (a) the account information provided to TACS and the account balances are accurate and complete; (b) LOCALITY has not received notification that any of the account debtors are in bankruptcy and will immediately notify TACS if it receives notification of a bankruptcy filing by any of the account debtors; (c) all add-on charges such as interest, late fees and collection fees are just and owing and authorized by applicable law, by contract or both; (d) LOCALITY will promptly notify TACS of any adjustments or corrections made to the amount due; (e) any previous collection agency/attorney engaged for the collection of the accounts has been instructed to cease and desist contact with the account debtor; (f) the Statute of Limitations on collection of the account has not run; and (g) upon notification by TACS of a dispute or request for verification of information with respect to any account, LOCALITY will promptly furnish TACS such information.

LOCALITY shall provide regular and periodic update files (or data) on an agreed basis to reasonably maintain appropriate account balances with TACS.

LOCALITY shall refer new accounts that are eligible for turnover on no less than an annual basis.

LOCALITY shall report payments made by debtors directly to LOCALITY on a timely basis that the LOCALITY deposits in its bank. These payments will show on a remittance statement to TACS as payments made directly to the LOCALITY and the TACS fee will be charged, collected, and remitted or handled as otherwise agreed. The LOCALITY may also choose to forward any payments received from the debtor to TACS for deposit and posting. LOCALITY understands and agrees that if it takes any payments directly on accounts that have been referred to TACS without TACS’s fee, such fee will be invoiced to LOCALITY, unless otherwise agreed.

3. TACS RESPONSIBILITIES

TACS shall perform all responsibilities under this Agreement as LOCALITY's Attorney-in-fact.

TACS shall accept account referrals from the LOCALITY in a mutually acceptable format via file transfer or will provide LOCALITY with a template to be completed with the necessary data fields. TACS shall ensure that its collection system for processing accounts and its reports are compatible with the LOCALITY'S method of account referral and necessary accounting.

TACS will prepare a weekly Remittance Report listing the account name, account number, credits to the accounts (for accounts involving litigation, recovered costs), total amount collected, and TACS fees associated with the collections. TACS shall remit collected funds to LOCALITY on a weekly basis on a slight delay to permit such funds to clear through the banking system. TACS shall deposit all funds collected in an attorney trust account.

TACS will prepare a report quarterly, or on a more frequent basis if otherwise agreed, of the overall collections with details about the litigation status of the parcels. TACS will prepare other such reports as may be reasonably requested by the LOCALITY.

4. FEES FOR SERVICES

The Parties agree that TACS shall be entitled to receive a fee of 20% of any collected account balances, save and except that TACS shall not be paid for collection of account balances achieved through the state set off debt program.

For accounts that proceed to a real estate tax litigation, or through the non-judicial tax sale process, TACS's fee shall be as follows:

- a. A fee of 25% of the collected balances subsequent to filing suit, or where the property is being sold by non-judicial sale;
- b. If appointed as Special Commissioner of Sale, the fee shall be the greater of 25% of all collected account balances due or the statutory fee permitted the Commissioner of Sale.
- c. Properties which are sold at a delinquent tax auction shall be subject to a minimum legal services fee of \$2,500.00 provided funds are available after the payment of all taxes and costs of sale.
- d. Properties which are sold pursuant to Code of Virginia § 58.1-3975 at a non-judicial sale shall be subject to a minimum legal services fee of \$750.00 provided funds are available after the payment of all taxes and costs of sale.
- e. Notwithstanding the foregoing, the LOCALITY may elect not to pursue certain parcels to tax sale on account of the costs involved.
- f. TACS may also be retained to act as the agent of LOCALITY to hold excess funds from non-judicial sales for an additional fee which can be adopted as an Addendum to this Agreement.

5. COSTS OF LITIGATION AND OTHER COLLECTION EFFORTS

LOCALITY understands that certain costs will be incurred in the process of litigation, conducting judicial or non-judicial sales of properties subject to delinquent real estate taxes, and in the performance of other collection efforts made on behalf of the LOCALITY. Anticipated costs include, but are not limited to, title research, appraisals, auction services, surveys, court costs or service fees, publication costs and guardian ad litem fees that are ultimately the responsibility of the LOCALITY to pay.

Such costs shall be accounted for and paid to LOCALITY first prior to any proration of recovered funds. In the event another jurisdiction (for example a TOWN) is also seeking to collect delinquent taxes in the same action, TACS may opt to bill the full expenses to LOCALITY for ease of administration. In the event the Costs are not fully recovered from redemption or sale (and remitted to LOCALITY), TACS shall bill TOWN for their pro rata portion of the costs and will return them to the LOCALITY.

LOCALITY acknowledges that TACS may elect to perform any services required in the collection of delinquent accounts, including, but not limited to title research, appraisals and auction services with its own employees or subsidiaries and may be reasonably compensated for such services performed. It is agreed that TACS shall receive payment of any unreimbursed costs incurred resulting from the litigation or collection efforts undertaken for LOCALITY.

6. OTHER TERMS

The Parties shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

LOCALITY acknowledges that TACS may represent other governmental entities and hereby consents to such representation of other governmental entities that may also be seeking payment from the same debtor. If TACS recovers payment from a debtor indebted to two or more client entities, such payment will be divided pro rata between or among the client entities unless otherwise dictated by the debtor.

The Parties acknowledge that other services may be desired and agree that such services may be added to this Agreement when such services are defined. Such new work, prior to being initiated, shall be specified in writing as mutually agreed to between the Parties.

TACS understands and acknowledges that in representing the LOCALITY it will be privy to confidential information concerning taxpayers, their tax obligations, and their property. TACS shall not use any information so provided other than for the purposes of this Legal Services Agreement and shall be bound to keep such information confidential pursuant to the terms of Virginia Code § 58.1-3.

This agreement shall remain in full force and effect until canceled or revoked by either party, upon 30 days written notice. If cancelled, TACS shall be entitled to recovery of any costs expended on LOCALITY's behalf in accordance with this Agreement, as well as reasonable attorney fees to cover its services.

The terms of this Agreement shall constitute the complete and exclusive statement of understanding between the Parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, both Parties have caused this Legal Services Agreement to be signed by their duly authorized representatives on the date set forth below.

TACS, P.C.

COUNTY OF FLUVANNA

Print Name

Print Name

Title

Title

Signature

Signature

Date

Date

ADDENDUM TO LEGAL SERVICES AGREEMENT
Delinquent Tax Collection

THIS ADDENDUM is made and entered into by and between TAXING AUTHORITY CONSULTING SERVICES, PC (hereinafter "TACS"), and COUNTY OF FLUVANNA, VIRGINIA (hereinafter "LOCALITY"), together, the "Parties".

WHEREAS TACS and LOCALITY have entered into an Agreement for the collection of certain debts and the LOCALITY desires TACS to also handle any excess proceeds generated from the non-judicial sale of real property in addition to the other work assigned;

The parties hereby agree that TACS shall furnish such Services under the following terms:

1. TACS shall operate as the agent of the Fluvanna County Treasurer to hold any excess proceeds from Non-judicial tax sales pursuant to Code of Virginia §58.1-3975.
 - a. TACS shall hold such funds in an interest-bearing account and shall account for any accrued interest.
 - b. In the event a claim is made to the excess proceeds in any case, TACS shall be responsible to interplead the appropriate funds into the Circuit Court.
 - c. TACS shall monitor the status of any unclaimed funds and shall account for and remit such funds (less the agreed fee) to LOCALITY at the conclusion of the two-year holding period.

2. For this service, TACS shall be entitled to a fee that is the greater of \$250 or 10% of any unclaimed excess funds remitted to LOCALITY after the two-year holding period. TACS's fee shall not exceed 50% of the excess proceeds in any case.

IN WITNESS WHEREOF, both Parties have caused this Addendum to be signed by their duly authorized representatives on the date set forth below.

TACS, P.C.

COUNTY OF FLUVANNA

Print Name

Print Name

Title

Title

Signature

Signature

Date

Date



Capital Reserve Maintenance Fund Request

TAB K

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$22,294.10** for the purpose(s) of:
Kent Store Firehouse Water Mitigation and Restoration

Section 1 - REQUEST

Requesting Department/Agency Public Works PW24-001	Dept/Agency Contact Calvin Hickman	Date of Request 01/29/2024
Phone (434) 591-1925	Fax	Fiscal Year FY24

Reserve Fund Purpose Category:

Description of Project/Repair	Qty	Unit Price	Total Price
Water Mitigation, Plumber, Electrician	1	\$7,500.00	\$7,500.00
Restoration	1	\$12,294.10	\$12,294.10
Contingence	1	\$2,500.00	\$2,500.00
			\$0.00

Total Request: **\$22,294.10**

Description and justification for proposed use.

A toilet on the second floor suffered a blockage, allowing water to cascade onto the first and second floors.

Department/Agency Head Name Calvin Hickman	Signature Calvin Hickman <small>Digitally signed by Calvin Hickman Date: 2024.02.02 14:24:47 -05'00'</small>	Date
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton <small>Digitally signed by Tori Melton Date: 2024.02.26 15:48:50 -05'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl <small>Digitally signed by Eric Dahl Date: 2024.02.29 16:20:39 -05'00'</small>	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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Capital Reserve Maintenance Fund Request

TAB L

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$4,700.00 for the purpose(s) of:
Carysbrook Scoreboard Electricity

Section 1 - REQUEST

Requesting Department/Agency Parks & Recreation	Dept/Agency Contact Aaron Spitzer	Date of Request 02/29/2024
Phone (434) 589-2016	Fax	Fiscal Year FY24

Reserve Fund Purpose Category: **Electricity to new utilities**

Description of Project/Repair	Qty	Unit Price	Total Price
Softball Field Power for Scoreboard	1	\$2,950.00	\$2,950.00
Baseball Field Replacement Scoreboard	1	\$1,750.00	\$1,750.00
			\$0.00
			\$0.00

Total Request: **\$4,700.00**

Description and justification for proposed use.

Carysbrook softball field scope of work to include running power from the panel that has 120/240 volts power two circuits in the conduit. Provide disconnect distance 350 feet.

Carysbrook baseball field replacement scoreboard scope of work to include disconnect, wire and associated materials to connect new sign. Materials are based on verbal discussion on site.

Department/Agency Head Name Aaron Spitzer	Signature Aaron Spitzer <small>Digitally signed by Aaron Spitzer Date: 2024.02.29 15:18:53 -05'00'</small>	Date 02/29/2024
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton <small>Digitally signed by Tori Melton Date: 2024.02.29 16:13:16 -05'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl <small>Digitally signed by Eric Dahl Date: 2024.02.29 16:34:25 -05'00'</small>	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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Capital Reserve Maintenance Fund Request

TAB M

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$2,450.00** for the purpose(s) of:
Electricity to Pleasant Grove Stage - Front Stage

Section 1 - REQUEST

Requesting Department/Agency Parks & Recreation	Dept/Agency Contact Aaron Spitzer	Date of Request 02/29/2024
Phone (434) 589-2016	Fax	Fiscal Year FY24

Reserve Fund Purpose Category: **Electricity to new stage**

Description of Project/Repair	Qty	Unit Price	Total Price
Pleasant Grove Stage	1	\$2,450.00	\$2,450.00
			\$0.00
			\$0.00
			\$0.00

Total Request: **\$2,450.00**

Description and justification for proposed use.

Scope of work for the Pleasant Grove stage to include two new feeders for two quads at the stage. Each quad is on a dedicated circuit. Contractor to provide conduit, wire, and other necessary materials.

Department/Agency Head Name Aaron Spitzer	Signature Aaron Spitzer <small>Digitally signed by Aaron Spitzer Date: 2024.02.29 15:21:46 -05'00'</small>	Date 02/29/2024
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton <small>Digitally signed by Tori Melton Date: 2024.02.29 16:14:24 -05'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl <small>Digitally signed by Eric Dahl Date: 2024.02.29 16:35:32 -05'00'</small>	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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**FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS**

Incl?	Item
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input 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 & 2020 Resurfacing List
<input type="checkbox"/>	ARPA Fund Balance Memo
<input checked="" type="checkbox"/>	The Board of Supervisors Two Year Plan

MEMORANDUM

Date: March 6, 2024
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY24 BOS Contingency Balance

The FY24 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$146,615
Less: Consulting Services Agreement with B.W. Murray, Inc. – Registrar – BOS Approval 07.05.23	-\$20,000
Less: Agreement with VDOT regarding “Watch for Children” signs – Public Works - BOS Approval 09.20.23	-850
Less: Annual Card Terminal Fees – Information Technology – BOS Approval 10.04.23	-2,736
Less: Additional Funding for Car 1 & Car 30	-29,982
Available:	\$93,047

MEMORANDUM

Date: March 6, 2024
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY24 Capital Reserve Balances

The FY24 Capital Reserve account balances are as follows:

County Capital Reserve:

FY23 Carryover	\$540,987.90
FY24 Budget Allocation:	\$250,000
Add: Closed CRM Projects 07.24.23	6,477.05
Add: Closed CRM Projects 08.21.23	3,769.97
Less: Lower Court Clerk's Office Mold Remediation. 11.01.23	-37,079
Less: Replace Turbo Assembly and minor repairs to Ambulance 49. 12.06.23	-6,198.36
Less: Commonwealth Attorney's Office Restoration. 12.20.23	-78,504
Less: Fluvanna County Attorney's Office Restoration. 12.20.23	-180,720
Less: Registrar Office Server	-5,437.19
FY24 Available:	\$493,296.37

Schools Capital Reserve:

FY23 Carryover	\$258,993.42
FY24 Budget Allocation:	\$200,000
Add: Closed CRM Projects 07.24.23	365.93
Add: Closed CRM Projects 08.21.23	3,071
Less: Quality CCTV Systems Abrams Academy. 09.06.23	-11,800

Less: Bluebird Buses. 09.06.23	-9,994.74
Less: Central Elementary Capital and Budget Electric. 09.20.23	-5,785
Less: HAVTECH at FCHS. 09.20.23	-12,861.39
Less: Replace Transceiver and Supply Boards	-10,570.82
Less: VPS Recreation	-46,675.00
Less: Replace Pump and Motor at Pleasant Grove	-7,864.81
Less: Carysbrook Elementary Playground	-9,620
Less: Central Elementary new doors	-21,065
Less FCHS Chiller	-11,880.00
FY24 Available:	\$314,313.59

MEMORANDUM

Date: March 6, 2024
From: Theresa McAllister– Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY23 Year End Audited Total Unassigned Fund Balance:	\$26,584,082
Unassigned Fund Balance – 12% Target Per Policy:	\$11,198,981
Unassigned Fund Balance – Excess Above Policy Target:	\$15,385,101
Less: Palmyra Village Streetscape Project – BOS Approval 08.02.23	-118,169
Less: EMS for an Ambulance Purchase – BOS Approval 01.17.24	-184,093
Less: Live Fire Training Structure – BOS Approval 02.07.24	-550,000
Current Unassigned Fund Balance – Excess Above Policy Target:	\$14,532,839

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

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

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

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

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