



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

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

April 3, 2024

Regular Meeting – 5:00pm

Work Session – 7:00pm

TAB AGENDA ITEMS

1 – CALL TO ORDER

2 – PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3 – ADOPTION OF AGENDA

4 – COUNTY ADMINISTRATOR'S REPORT

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – APPOINTMENTS

A Board, Commission, and Committee Appointments – Eric Dahl, County Administrator

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

B VPSA School Financing Refunding Bonds – Eric Dahl, County Administrator

8 – ACTION MATTERS

C Child Abuse Prevention Month Proclamation – Rocky Reed, Family Services Supervisor Protection & Prevention, Fluvanna County Dept. of Social Services

D CVEC Broadband Local Taxes Grant – Eric Dahl, County Administrator

E Resolution to Appoint a Solar Ordinance Review Committee – Dan Whitten, County Attorney

9 – PUBLIC HEARING

10 – CONSENT AGENDA

F Minutes of March 13, 2024 – Caitlin Solis, Clerk to the Board

G Minutes of March 20, 2024 – Caitlin Solis, Clerk to the Board

H Martha Brown-Snyder's Social Services Term End Date Correction – Eric Dahl, County Administrator

I Requesting the Employee Appreciation and Recognition Program (2.26.) "Pride" to be Reclassified as the "Employee Impact Team" – Donna Snow, Director of Human Resources

J Director of Public Works Position Description Update – Donna Snow, Director of Human Resources

K Temporary Staff Stipend for Additional Duties – Overstreet – Eric Dahl, County Administrator

L Approval of FY25 CSA Provider Agreement – Bryan Moeller, CSA Program Manager

M Resolution to Rename Cabel Lane to Cabell Lane – Dan Whitten, County Attorney

N Services Term Contract - 1st Choice Electrical, Inc. – Dan Whitten, County Attorney

O Services Term Contract - Phillip Day DBA Day Electric – Dan Whitten, County Attorney

P Services Term Contract - Rafaly Electrical Contractors, Inc. – Dan Whitten, County Attorney

Q Small Purchasing Procedures Amendment – Dan Whitten, County Attorney

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

TBD

BUDGET WORK SESSION

Budget Discussion – Eric Dahl, County Administrator

15 – ADJOURN



County Administrator Review

PLEDGE OF ALLEGIANCE

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

GENERAL RULES OF ORDER

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

RULES OF PROCEDURE FOR PUBLIC HEARINGS

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

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

FLUVANNA COUNTY BOARD OF SUPERVISORS BCC APPOINTMENTS STAFF REPORT

TAB A

MEETING DATE:	April 3, 2024		
AGENDA TITLE:	Board, Commission, and Committee Appointments		
MOTION:	I move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s):		
Board/Commission/Committee	Appointees	Begins Term	Ends Term
Economic Development and Tourism Advisory Council (EDTAC) - Business Representative Position	Maria (Marieke) Henry	04/03/2024	06/30/2025

BCC VACANCIES AND APPLICANTS				
BCC Vacancies	Applicants	Appt	District	Current BCC Appointments / Other Notes
Economic Development and Tourism Advisory Council (EDTAC) - Business Representative Position	Maria (Marieke) Henry	Appt	Rivanna	Term to begin immediately and end June 30, 2025.

DISCUSSION:	<ul style="list-style-type: none"> Economic Development and Tourism Advisory Council (EDTAC) - Business Representative Position – One position available with a term to begin immediately and end June 30, 2025.
ENCLOSURES:	Candidate Application



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Applicants are considered as vacancies occur and your application will be kept on file for three years.

Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services. Before completing the application, please review the membership requirements for the Board, Commission, or Committee for which you are interested. Applicants who do not meet membership requirements will not be put forward for consideration.

Name: Maria Henry	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input checked="" type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): Lake Monticello Owners' Association (LMOA) Communications Director Fluvanna Leadership Development Program Graduate 2024 Bachelor's Degree in Journalism see attached resume for more info	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: LMOA Communications and Marketing Committee LMOA Staff Liaison for the LMOA Broadcast and Young Residents Committees	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Work with the Rosenwald Dunbar Schoolhouse Have been a Girl Scouts Leader	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Use my skill set to help promote economic development in Fluvanna County	

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

**PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES (BCC)
ON WHICH YOU WISH TO SERVE.**

X	BCC	X	BCC	X	BCC
	Agricultural/Forestral District Advisory Committee		Finance Board		Piedmont Virginia Community College (PVCC) Board
	Board of Equalization (BOE)		Fluvanna Partnership for Aging Committee (FPA)		Planning Commission (PC)
	Board of Zoning Appeals (BZA)		Fork Union Sanitary District (FUSD) Advisory Committee		Region Ten Community Services Board
	Building Code of Appeals Board		James River Water Authority (JRWA)		Rivanna River Basin Commission
	Central Virginia Regional Jail (CVRJ) Authority		JAUNT Board		Social Services Board
	Columbia Task Force (CARE)		Jefferson Area Board of Aging (JABA) Advisory Council		Thomas Jefferson Planning District Commission (TJPDC)
	Community Policy & Management Team (CPMT)		Jefferson Area Board of Aging (JABA) Board of Directors		Thomas Jefferson Water Resources Protection Foundation
	Economic Development Authority (EDA)		Library Board of Trustees		
X	Economic Develop. & Tourism Advisory Council (EDTAC)		Monticello Area Community Action Agency (MACAA)		
	Family Assessment and Planning Team (FAPT)		Parks & Recreation Advisory Board (RAB)		

Submit by email (clerk@fluvannacounty.org) or mail to:

County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963

By signing below you are indicating that you have read and understand the Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.

In accordance with Virginia Code §2.2-3705.1, by submitting this application, it is presumed that you are providing your personal contact information to be used for communicating with the County, and unless otherwise indicated by you, your personal contact information will not be shared publicly.

Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
Maria (Marieke) Henry (from file)			
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
31 Dogleg Road Palmyra VA			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
8			

Office Use Only

Application Received On:	2024-03-23	Application Received By:	
Acknowledgement Sent:	2024-03-25	Caitlin Solis	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

Contact

www.linkedin.com/in/mariekehenry
(LinkedIn)
www.photographyandwords.eu
(Personal)

Top Skills

Communications
Photography
Writing

Languages

English (Native or Bilingual)
Dutch (Native or Bilingual)

Marieke Henry

Communications Director at LMOA
Greater Charlottesville Area

Summary

Let's build awareness and spark enthusiasm! As a skilled and energized communications specialist, I thrive in a role that combines strategy and collaborative creativity to accomplish engagement.

Experience

Lake Monticello Owners Association
Director Of Communications
July 2021 - Present (2 years 9 months)
Palmyra, Virginia, United States

Work closely with the General Manager, Board of Directors, and Member Services Team to direct and manage accurate, open communication to circa 12000 residents of an HOA. Build relationships within the community and the county, and promote community building while reviewing association and state laws to ensure expert-level knowledge of association community management.

delfort
Corporate Copywriter/ Marketing Consultant
September 2017 - July 2021 (3 years 11 months)
USA, Austria

Worked directly with the Marketing Team in Traun, Austria. Go-to person for translating reports and promotional material into English corporate language, which included optimizing web text, creating their new slogan and copy editing their sustainability report. delfort collaborates with global partners to develop and produce exciting products that truly change the market. delfort employs 3200 people worldwide and produces 10,400km² of 1500 types of (ultra-thin) specialized paper per year, making them a world leader in their field. Strong communication skills and flexibility were required to collaborate remotely with an international team as well as a thorough understanding of the company, its goals and its products.

Bantam Communications

Renewable Energy Industry Copywriter

October 2019 - November 2020 (1 year 2 months)

Charlottesville, Virginia Area

Utilized writing talent as well as knowledge and passion for the renewable industry to provide the general public with accurate information on solar and wind energy. Required collaborative skills to join forces with a creative, intelligent team to identify and develop clients' communication needs.

N2 Publishing

Content Coordinator and Deadline Manager

January 2017 - October 2019 (2 years 10 months)

Charlottesville, Virginia

As well as coordinating and producing resident-inspired content, promoted local business sponsors, assisting them to build rapport through carefully-written sponsor articles and by coordinating fun, effective social events. This job required assertiveness, excellent social and organizational skills and the ability to balance the needs of both residents and magazine sponsors. N2 Publishing strives to creating relevant, social publications that reflect the neighborhood, bringing residents and businesses face-to-face.

TSS Photography

Field photographer

March 2016 - September 2017 (1 year 7 months)

Charlottesville, Virginia Area

Part-time field work. Responsible for setting up mobile studios and photographing teams and individuals. This job required assertiveness, excellent communication and organizational skills and the ability to provide exceptional customer service. Also assisted franchisee and professional photographer Tod Cohen with life-event photography where a high level of professionalism and diplomacy was required.

Het Algemeen Dagblad

Reporter and Press Photographer

September 2009 - December 2015 (6 years 4 months)

The Netherlands

Het Algemeen Dagblad: largest nationally spread newspaper of The Netherlands with a circulation of +365,000. <http://www.ad.nl>

General reporter and photographer covering national and local topics such as human -interest stories, events, local politics, and the environment. Additional, managed local city insert. Both dynamic and demanding functions required assertiveness, perseverance, flexibility, and awareness as well as patience, accuracy and the ability to successfully manage competing priorities. Successful networking and mastering multi-media skills was a must. The ability to identify, pitch and report newsworthy topics was essential.

Photography and Words

Freelance Journalist, Photographer, Photo Editor and Public Relations Consultant

December 2008 - November 2015 (7 years)

The Netherlands

Consultant assisting businesses with web content, copywriting, press-releases, social branding and marketing. Contracted to manage large photography projects at international expos. Freelanced for diverse newspapers, websites and magazines in The Netherlands as a photo editor, writer and a photographer, accepting an average of two assignments per week. Managed budgets from \$5K-260K

Examples:

cosmopolitan.nl

theoptimist.nl/author/marieke-henry

morgana.nl/advies/klantervaringen

Clients included FEMBusiness, Property EU, Traffic Support, TLUlandschapsarchitecten, Morgana, Aannemer, Bright.nl, Ode Magazine, Het Parool, Duurzaamnieuws.nl, Cosmopolitan and Flair

Internships

Die Burger (Media24)

Press photographer (intern)

November 2003 - March 2004 (5 months)

Internship for a daily newspaper as press photographer.

De Gelderlander

Lay-out Editor (Intern)

January 2002 - April 2002 (4 months)

Internship for a daily newspaper as lay-out editor and graphic designer.

Education

Hogeschool van Utrecht

Bachelor's degree, Journalism · (2000 - 2004)

Abode Amsterdam

Press Training Adobe Cloud · (2013)

TalentNu!

Training for creative entrepreneurs · (2009 - 2010)

Foto academie Amsterdam

'Fotogram' photography course · (2009 - 2009)

Psychodidact, 't Hertogenbosch

course psychology and communication · (2007 - 2007)

Fluvanna Leadership Development Program Graduate 2024

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

TAB B

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	VPSA School Financing Refunding Bonds				
MOTION(s):	N/A				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Eric Dahl, County Administrator and Tori Melton, Director of Finance				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Information only				
TIMING:	Routine				
DISCUSSION:	<p>Virginia Public School Authority (VPSA) is considering the refunding of its 2014C Pool bonds this spring. The savings from this potential refunding will be passed along as an annual credit to localities.</p> <p>Potential annual savings, if the refunding occurs, are subject to market conditions and can change up until the sale date of the VPSA Refunding Bonds.</p> <ul style="list-style-type: none"> • FY25 estimated debt service savings annually - ~\$3K • FY26-FY30 estimated debt service savings annually - ~\$20K • Total Savings of ~\$105K <p>Some important dates to remember</p> <ol style="list-style-type: none"> 1. April 4, 2024 – Certificate of Refunding of the Local School Bonds due to VPSA 2. April 23, 2024 – Tentative date of the pricing of the VPSA Refunding Bonds. We will be provided with more information on the refunding credits within a few days thereafter, including the amount of your annual savings. 3. May 14, 2024 – Tentative closing of the VPSA Refunding Bonds <p>Fluvanna County has been working with our local Bond Counsel and coordinating with the VPSA/Bond Counsel on timing and documents. The County will need to sign the Certificate of Refunding. No formal action is needed by the Board.</p> <p>One item to note and as a result of the refunding, the Local School Bond will not be prepayable by the Locality before it matures 7/15/2029.</p>				
FISCAL IMPACT:	The County will receive a credit for debt service payments starting in FY25.				

POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none">• Memo for Potential Refunding Opportunity of VPSA Local Bonds• Schedule of Expected Credits				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			X

Schedule of Expected Credits
 Virginia Public School Authority
 Fluvanna County, Series 2014C Loan
 PRELIMINARY NUMBERS (2024A Refunding)

Period Ending	Existing 2014C Principal	Existing 2014C Interest	Existing 2014C Payments	2024A Annual Savings/Credits (1)
7/15/2024	\$ 320,000.00	\$ 49,208.75	\$ 369,208.75	\$ 2,992.00
1/15/2025	-	41,128.75	41,128.75	
7/15/2025	340,000.00	41,128.75	381,128.75	20,491.52
1/15/2026	-	32,543.75	32,543.75	
7/15/2026	355,000.00	32,543.75	387,543.75	20,336.92
1/15/2027	-	23,580.00	23,580.00	
7/15/2027	375,000.00	23,580.00	398,580.00	20,661.06
1/15/2028	-	14,111.25	14,111.25	
7/15/2028	390,000.00	14,111.25	404,111.25	20,365.86
1/15/2029	-	7,188.75	7,188.75	
7/15/2029	405,000.00	7,188.75	412,188.75	20,275.88
Total	\$ 2,185,000.00	\$ 286,313.75	\$ 2,471,313.75	\$ 105,123.23

(1) Amounts to be returned by wire annually on or after August 1 so long as the Local School Bonds remain outstanding. Estimated credits based on market conditions as of 3/14/2024 plus 10 Basis Points.

McGUIREWOODS

MEMORANDUM

TO: Virginia Public School Authority Local Borrowers

FROM: T.W. Bruno

CC: James D. Mahone, Melissa Palmer, Ty Wellford

DATE: March 20, 2024

RE: Potential Refunding Opportunity of VPSA Local Bonds

Ladies and Gentlemen:

Virginia Public School Authority ("VPSA") is tentatively scheduled to sell Refunding Series of School Financing Bonds (1997 Resolution) (the "Refunding Bonds"), as market conditions are favorable for refunding a portion of its outstanding School Financing Bonds (1997 Resolution) (the "Prior VPSA Bonds"). Your locality (the "Locality") is receiving this letter because one or more of the Locality's local school bonds ("Local School Bond") was purchased by an issue of the Prior VPSA Bonds that is a refunding candidate.

The sale of the Refunding Bonds to refund Prior VPSA Bonds and the determination of which Prior VPSA Bonds will be refunded are subject to market conditions.

VPSA CANNOT GUARANTEE WHICH PRIOR VPSA BONDS (OR LOCAL SCHOOL BONDS) WILL BE REFUNDED WITH THE PROCEEDS OF THE REFUNDING BONDS OR THE LEVEL OF SAVINGS TO BE ACHIEVED AS A RESULT OF THE REFUNDING OF THE PRIOR VPSA BONDS AS MARKET CONDITIONS ARE SUBJECT TO CHANGE.

Timing

The Refunding Bonds are expected to be sold on or about April 23, 2024, with settlement expected on or about May 14, 2024.

If you have any questions regarding the impact of the potential refunding on your Local School Bond, please contact Jay Mahone, Public Finance Manager for VPSA **prior to April 4, 2024.**

If the Prior VPSA Bonds associated with the Locality's Local School Bond(s) are refunded, the Locality will receive a subsequent memo after the sale date.

March 20, 2024

Page 2

Refunding Credits

The savings achieved as a result of the refunding will be allocated over the remaining amortization period for the Locality's Local School Bond affected by the refunding through an annual credit (the "Refunding Credit"). A schedule of estimated credits is included under separate cover. These credits are preliminary and subject to change based on market conditions until the Refunding Bonds are sold.

If your Local School Bond is included in the refunding, VPSA will provide the Locality with a schedule that shows the Locality's existing amortization schedule and the resulting Refunding Credits. The Locality will continue to be responsible for making its full debt service payments on the Local School Bond in accordance with the original amortization schedule, and VPSA will cause the Refunding Credit to be returned (by wire) on or after August 1 each applicable year, provided the Locality's scheduled debt service payments have been received.

Certificate of Refunding of Local School Bond[s]

In order to receive such Refunding Credits, the Locality will be required to complete, execute and return, by mail or electronic mail, a copy of the Certificate of Refunding of Local School Bond, attached hereto as Appendix A, to T.W. Bruno at McGuireWoods LLP ("VPSA's Bond Counsel"), at 800 East Canal Street, Richmond, Virginia 23219 or tbruno@mcguirewoods.com by **April 4, 2024**. In the interest of time, the Locality is encouraged to begin reviewing and completing the Certificate of Refunding of Local School Bond.

To complete the certificate, you will need to provide the following information:

1. The amount, if any, of unspent bond proceeds from your original bond issue (these can be obtained from SNAP).
2. If any bond proceeds are unspent, a plan to spend such bond proceeds by October 1, 2024, must be included with your certificate.
3. Whether there has been a change in the use of the facilities originally financed with your Local School Bond.

You may wish to enlist the assistance of your bond counsel to complete the certificate.

The certificate will include an acknowledgment that as a result of the refunding, in order to keep the Local School Bond provisions consistent with the Refunding Bonds, the Local School Bond will have a new 10 year call provision. As a result, the Local School Bond will not be prepayable by the Locality for approximately 10 years from the closing date of the Refunding Bonds (estimated to be 7/15/2034), and only with the consent of VPSA. Therefore, if the Local School Bond as originally issued is scheduled to mature on or before July 15, 2034, then such Local School Bond will not be callable.

March 20, 2024

Page 3

If the Locality does not wish to have its Local School Bond included in the refunding, please contact Jay Mahone, Public Finance Manager for VPSA by **April 4, 2024**. If the Locality has not contacted VPSA by April 4, 2024, the Local School Bond may be included in the refunding. Please note, however, that no Refunding Credits will be returned to the Locality until after receipt by VPSA and VPSA's Bond Counsel of an executed original copy of the above mentioned Certificate of Refunding of Local School Bond.

Please contact Jay Mahone, Public Finance Manager for VPSA (804.225.4928 or jay.mahone@trs.virginia.gov) with all questions. You may also contact T.W. Bruno at McGuireWoods LLP, bond counsel to VPSA (804.775.1853 or tbruno@mcguirewoods.com) regarding the Certificate of Refunding of Local School Bond.

Regards,

T.W. Bruno

cc:

Jay Mahone, Public Finance Manager, VPSA
Melissa Palmer, Senior Public Finance Analyst, VPSA
Ty Wellford, Davenport & Company LLC

APPENDIX A**CERTIFICATE OF REFUNDING OF LOCAL SCHOOL BOND**

The undersigned representative of the School Board of the [County/City/Town] of _____, Virginia (the "School Board"), and the undersigned representative of the [County/City/Town] of _____, Virginia (the "Issuer"), each hereby certify on behalf of the School Board and the Issuer, respectively, the following to the Virginia Public School Authority ("VPSA"):

1. The School Board and the Issuer acknowledge that each provided to VPSA [a] Use of Proceeds Certificate[s] dated _____, 20__ [and [_____, 20__]] ([collectively,] the "Original Use of Proceeds Certificate[s]") in connection with the issuance of certain local school general obligation bond[s] of the Issuer described therein ([collectively,] the "Local Bond[s]"). A copy of the Original Use of Proceeds Certificate[s] [is/are] attached as Schedule 1.

2. As set forth in the Original Use of Proceeds Certificate[s], VPSA purchased the Local Bond[s] with the proceeds of certain bonds of VPSA described therein (the "VPSA Bonds").

3. VPSA informed the School Board and the Issuer that on May 14, 2024, VPSA will issue its School Financing and Refunding Bonds (1997 Resolution) Series 2024A (the "VPSA Refunding Bonds") in part for the purpose of refunding a portion of the VPSA Bonds for debt service savings, and the School Board and the Issuer understand that as a condition of realizing the debt service savings allocable to the Local Bond[s], VPSA is requiring that the School Board and the Issuer provide this Certificate.

4. The schedule of refunding credits for the Local Bond[s], which has been prepared by VPSA, is attached as Schedule 2.

5. The School Board and the Issuer acknowledge that (i) VPSA is not requiring that the Local Bond[s] be treated as [a] tax-exempt obligation[s] for federal income tax purposes after May 14, 2024, (ii) VPSA is requiring that the Local Bond[s] not be considered [a] "private activity bond[s]" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and (iii) in order for the Local Bond[s] to satisfy VPSA's requirement in (ii), the School Board and the Issuer must continue to comply with the requirements of the Original Use of Proceeds Certificate[s], as modified by this Certificate.

6. The School Board and the Issuer hereby represent that except as set forth in this Certificate and except to the extent that they relate to an earlier date, the representations and warranties of the School Board and the Issuer contained in the Original Use of Proceeds Certificate[s] are true and correct as of the date hereof.

7. The Local Bond[s] financed the costs of the projects described on Schedule 3 (the "Project").

8. [The School Board and the Issuer expended all of the proceeds of the Local Bond[s] on costs associated with the Project or costs of issuance related to the Local Bond[s] on or before

_____] / [As of the date hereof, approximately \$ _____ of the proceeds of the Local Bond[s] remains unspent. For a description of the Issuer's expenditure plan for such unspent proceeds see Schedule 4. *NOTE: Please attach a Schedule 4 with an expenditure plan whereby all unspent proceeds will be spent within 6 months.*]

9. The Project is operational and used by the School Board and the Issuer for public school purposes and for no other purpose.

10. Neither the School Board nor the Issuer has any plans to close, lease, sell or otherwise dispose of the Project or any part thereof.

11. Neither the School Board nor the Issuer has entered into any arrangement regarding the ownership, use or operation of the Project, and no third party owns, uses (for example, under a lease), or operates (for example, through a management agreement) the Project or any part thereof.

12. The Issuer and the School Board acknowledge and agree that in order to keep the Local Bond[s] provisions consistent with the VPSA Refunding Bonds, the Local Bond[s] will not be prepayable for approximately 10 years after the closing date of the refunding and then only with the consent of VPSA.

13. The School Board and the Issuer acknowledge that the certifications, representations, warranties, and agreements contained in this Certificate will be relied upon by (i) the Treasurer and Secretary and the Assistant Treasurer and Secretary of VPSA in executing any tax certificate or Form 8038-G with respect to the VPSA Refunding Bonds and (ii) VPSA's Bond Counsel in rendering its opinion that interest on the VPSA Refunding Bonds is excludable from gross income for federal income tax purposes, if applicable. Reliance for such purposes is authorized.

14. The School Board and the Issuer shall provide VPSA with any information within the School Board's or Issuer's possession or control, as the case may be, pertaining to the amount, expenditure, and investment of the proceeds of the Local Bond[s] or the ownership, use and operation of the Project as may be requested in writing by VPSA, within 10 days of the date of mailing such request.

[Signature page follows]

IN WITNESS WHEREOF, the School Board and the Issuer each has caused a duly authorized representative to sign this Certificate as of April 4, 2024.

[NAME OF SCHOOL BOARD]

By: _____
Name: _____
Title: _____

[NAME OF ISSUER]

By: _____
Name: _____
Title: _____

SCHEDULE 1

ORIGINAL USE OF PROCEEDS CERTIFICATE[S]

(to be provided by School Board or Issuer)

SCHEDULE 2

SCHEDULE OF REFUNDING CREDITS

(To be provided by VPSA upon return of the signed
Certificate and satisfaction of any requirements)

SCHEDULE 3

DESCRIPTION OF THE PROJECT

[Please provide a one paragraph description of the project(s) that were financed with the proceeds of the Local Bond[s], including the name of each school involved.]

SCHEDULE 4

EXPENDITURE PLAN FOR UNSPENT PROCEEDS

[Complete only if applicable to Paragraph 8]

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

TAB C

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	Child Abuse Prevention Month Proclamation				
MOTION(s):	I move the Fluvanna County Board of Supervisors proclaim the month of April 2024 as Celebrating Children Month in Fluvanna County in observation of Child Abuse Prevention Month.				
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):	Rocky Reed, DSS CPS Supervisor				
PRESENTER(S):	Rocky Reed, DSS CPS Supervisor				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	Short presentation about local CPS numbers and what DSS staff is experiencing.				
FISCAL IMPACT:	None				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Proclamation, Power Point presentation slides				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia

PROCLAMATION 01-2024

Child Abuse Prevention Month

WHEREAS, in Federal fiscal year 2021, 4 million reports were made to child protective services; and

WHEREAS child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

WHEREAS, our children are our most valuable resources and will shape the future of Fluvanna County; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children;

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare, education, health, community- and faith-based organizations, and businesses and law enforcement agencies; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families;

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment.

WHEREAS, Prevention remains the best defense for our children and families;

NOW, THEREFORE, the Fluvanna County Board of Supervisors does hereby proclaim April 2024 as **NATIONAL CHILD ABUSE AND NEGLECT PREVENTION MONTH** in Fluvanna County and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Passed and adopted this 3rd day of April, 2024.

Christopher Fairchild
 Chair, Board of Supervisors

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

TAB D

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	CVEC Broadband Local Taxes Grant				
MOTION(s):	I move the Board of Supervisors approve the Local Taxes Grant payment in the amount of \$500,000.00 to the Economic Development Authority of Fluvanna County (EDA), for the Agreement dated July 18, 2018 between the EDA and CVEC and CVSI, for the expansion of broadband in Fluvanna County, with the amount to come from unassigned fund balance.				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>Central Virginia Electric Cooperative (CVEC) approached the County in late 2017 on an aggressive broadband access plan to provide options to its 36,000 members in Central Virginia. Fluvanna County leaders supported the project early on for approximately 8,900 Fluvanna households to have access to broadband within the CVEC distribution system.</p> <p>The Economic Development Authority of Fluvanna County, with support from the Fluvanna County Board of Supervisors, approved an agreement for grant payments with CVEC and Central Virginia Services, Inc. (CVSI).</p> <p>The main components of the agreement were focused on the “Priority of work”, “Qualifications of schedule” and “Employment of workers within County”.</p> <p>The Priority of work schedule:</p> <ol style="list-style-type: none"> a. Area served by Zion Crossroads substation – completed not later than December 31, 2019; b. Area served by Hensons Store substation – completed not later than December 31, 2020; c. Area served by one other substation in an area of the County with very limited broadband options – completed not later than March 31, 2022; d. Area served by Cunningham substation – completed not later than March 31, 2023; e. Remainder of County – estimated to be completed by December 31, 2024. 				

	<p>Under Qualifications of schedule, it described work is deemed complete when service is available to qualifying customers within each service area, qualifying boundaries and provisions for time extensions on account of delays for weather and other causes.</p> <p>Under Qualifications of schedule, it described an agreement by CVEC to establish not fewer than 10 permanent, full-time jobs in the county.</p> <p><u>The below explanations are provided by Gary Wood from CVEC/CVSI/Firefly:</u></p> <p>You will note that the timeline for actual completion did not line up exactly with the agreement Priority of Works dates. There are several reasons for Zion and Hensons being slightly behind their dates.</p> <p>Zion was slowed due to weather issues along with some material supply issues in 2019. The work for the circuits feeding into Fluvanna west and south were completed first in January 2020, given the priority noted in the agreement. The eastern circuit was delayed slightly due to redesign to include the Henson Store circuit coming down Rt. 15, bringing more Fluvanna homes online earlier.</p> <p>When a VATI grant became possible for Columbia and the Cunningham circuit east of Rt. 15, this area with more low and moderate income households was bumped up in priority which pushed the remaining Henson Store station back a bit. COVID impacts on labor availability and supply chain issues slowed the construction of Henson Store and Kidds Store as well.</p> <p>Firefly worked through those issues and sped up construction to complete the entire build in 2022 instead of 2024. We also have exceeded the number of full-time positions, with more than 20 full-time positions in Fluvanna County before the end of 2024.</p> <p>The agreement allows for some relaxation of the completion dates due to weather as well as unforeseen and uncontrollable causes. We would ask that the county consider the impacts of the weather, supply chain issues and COVID, and also take into account the overall project acceleration that completed the entire county two years ahead of time. We would ask that the county consider these timing factors in accepting our work as meeting the spirit of the agreement.</p>				
FISCAL IMPACT:	This action would reduce the Unassigned Fund Balance by \$500,000. The current unassigned fund balance that is in excess of the policy target is \$13,796,618.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Agreement between the EDA, CVEC and CVSI • CVEC/CVSI Local Tax Grant Summary 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X

AGREEMENT

THIS AGREEMENT, made this 18th day of JULY, 2018, by and between the ECONOMIC DEVELOPMENT AUTHORITY OF FLUVANNA COUNTY (the "EDA"), a political subdivision established by the FLUVANNA COUNTY BOARD OF SUPERVISORS (the "Board"), CENTRAL VIRGINIA ELECTRIC COOPERATIVE ("CVEC"), a Virginia utility consumer services cooperative, and CENTRAL VIRGINIA SERVICES, NC. ("CVSI") a Virginia corporation.

WITNESSETH:

WHEREAS, the EDA has been created to promote the economic development of Fluvanna County, Virginia (the "County") pursuant to enabling legislation under Section 15.2-4900 et seq. of the Code of Virginia and has authority to make grants of money or property to encourage economic development pursuant to Section 15.2-4905;

WHEREAS, CVEC has embarked on a project throughout its fourteen-county service area to install fiber optic cable which can be utilized for the provision broadband internet (the "Project");

WHEREAS, the Project will require improvements to CVEC's distribution system required to support the fiber optic cable, cable installation, service drops to individual customers, and supporting new equipment;

WHEREAS, the system installed through the Project shall be operated by CVSI, a wholly owned subsidiary of CVEC;

WHEREAS, CVEC desires certain financial assistance in order to pursue its undertaking;

WHEREAS, it is in the public interest of the citizens of the County for the EDA to assist with the availability of broadband in the County which will benefit the County through an increase in the tax base and the availability of additional communication, education, and employment opportunities for its citizens, thereby promoting the health, safety, welfare, convenience, and prosperity of the citizens of the County;

WHEREAS, the Board has expressed its willingness to appropriate annually to the EDA sums described hereinafter as an incentive for CVEC to pursue the Project in the County; and,

WHEREAS, the EDA, CVEC and CVSI desire to enter into this Agreement to memorialize the understandings and conditions under which financial incentives will be provided

to CVSI by the EDA for the Project, and to set forth the obligations and responsibilities of the parties in connection therewith.

NOW, THEREFORE, in consideration of the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Undertaking. CVEC will begin the Project in 2018 at an estimated cost of \$110,000,000.00 with an estimated completion date five years from the beginning of work.
2. Priority of work. CVEC and CVSI agree to commence work on the following described portions of its service area, expressed as with reference to “substations”, within Fluvanna County as soon as reasonably practicable and to complete the same according to the following schedule:
 - a. Area served by Zion Crossroads substation—completed not later than December 31, 2019;
 - b. Area served by Hensons Store substation—completed not later than December 31, 2020;
 - c. Area served by one other substation in an area of the County with very limited broadband options, to be agreed upon among the parties—completed not later than March 31, 2022;
 - d. Area served by Cunningham substation—completed not later than March 31, 2023;
 - e. Remainder of County—estimated to be completed, but not guaranteed, not later than December 31, 2024;
3. Qualifications of schedule. The foregoing shall be construed as follows:
 - a. Work shall be deemed complete as to each of the above-described areas, respectively, when service shall be actually available to all qualifying customers within each such area.
 - b. As to Zion Crossroads and Hensons Store, the work shall be performed exclusively up to the southerly right of way margin of Interstate 64 including portions of such areas which may be outside the boundary of Fluvanna County. Nothing herein shall be deemed to preclude work outside such County boundary north of Interstate 64, but no work outside the County boundary shall be performed so as to delay completion of the work within the County boundary, nor shall any work outside the County boundary be included for calculation of the grants hereinafter described.

- c. The time for completion of each area may be extended for a reasonable time, from time to time, on account of delays occasioned by adverse weather conditions and other similar causes beyond the control of CVEC and CVSI.
4. Employment of workers within County. CVEC estimates that it will need to create a number of new jobs to be located in Fluvanna County. While the precise number and description of such jobs cannot be determined at this time, CVEC agrees to establish not fewer than 10 permanent, full-time jobs in the county, such jobs to be filled not later than December 31, 2024. The positions, or similar jobs, will be maintained for five years from when they are created.
5. Grant. The EDA agrees to grant to CVSI,
 - a. The sum of Three Hundred Seventy-Five Thousand Dollars (\$375,000), in cash, payable as hereinafter provided; and
 - b. In semi-annual installments until fully paid, a sum equal to the County's real estate tax rate (currently \$0.939 per \$100.00 value) applied to each year's construction costs of the Project in the County (the "Local Taxes Grant"). For example, if CVEC expends \$1,000,000 in Project construction costs in the County in calendar year 2018, then the Local Taxes Grant shall be \$9,390.00 payable to CVSI by the EDA during the calendar years 2019, 2020, 2021, 2022, and 2023. If an additional \$2,000,000.00 is expended in construction costs in the County in 2019, then, in addition to the 2018 grant, the Local Taxes Grant shall be \$18,780.00 payable to CVSI during the calendar years 2020, 2021, 2022, 2023, and 2024. For each subsequent year of the construction of the Project the Local Taxes Grant shall be so calculated until the installation is complete. The foregoing PROVIDED, HOWEVER, that in no event shall the total of such payments exceed \$500,000.
6. Payments. The EDA shall make payment of the grant payments set forth in the preceding paragraph as follows:
 - a. The cash payment shall be made in full within sixty days of the completion of work within the area described in paragraph 2.a. above.
 - b. Local Taxes Grant to CVSI shall be paid within sixty days of each semi-annual tax due date provided that CVEC shall have paid all local taxes to the County as they fall due. There will be no grant for the taxes attributable to CVEC's currently existing real

property, improvements, and personal property or to taxable property additions unrelated to the Project.

7. Reporting. CVEC shall report annual construction costs and provide the supporting work orders to the EDA by no later than January 31st for the preceding year. Such information shall be provided upon written request at such other times as deemed necessary by the EDA.
8. Appropriation. While the Board has made clear its commitment to the undertaking in this Agreement, it is understood that funds to satisfy EDA's obligations hereunder must be appropriated within each fiscal year by the Board, as well as by future Boards, and thus no EDA funds are obligated to be paid under this Agreement should the EDA fail to receive the necessary funding from the County.
9. Governing Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia without regard to choice of law principles.
10. Entire Agreement. This Agreement constitutes the full agreement among the parties and no party shall be bound by any terms, conditions or representations not contained herein. This Agreement may be modified only by written agreement signed by both parties hereto with the same formality.


IN WITNESS WHEREOF, the parties hereto set their signatures and seals by their respective duly authorized representatives as of the date first above written.

ECONOMIC DEVELOPMENT AUTHORITY OF FLUVANNA COUNTY

By: Scott Threl

Its: CHAIR

ATTEST:


Secretary/Treasurer

CENTRAL VIRGINIA ELECTRIC COOPERATIVE

By: Sam E. Hood

Its: PRESIDENT & CEO

CENTRAL VIRGINIA SERVICES, INC.

By: Tim McElree

Its: CFO

CVEC/CVSI Local Tax Grant Summary

Tax Rate	0.925	0.884	0.87	0.844
----------	-------	-------	------	-------

Substation	Due Date	Completed/Service		CY 2020	CY 2021	CY 2022	CY 2023
		Available Date					
Zion Crossroads substation	12/31/2019	3/1/2020		\$ 6,286,850.00	\$ 116,591.00		
Henson Store substation	12/31/2020	7/1/2021		\$ 1,342,387.00	\$ 299,566.00		
one other substation - Kidds Store	3/31/2022	9/1/2021		\$ 5,990,978.00	\$ 908,561.00		
Cunningham substation	3/31/2023	6/1/2022			\$ 13,006,890.00		
Remainder of the County	12/31/2024	various - see below		\$ 3,415,450.00	\$ 5,639,222.00		
Add'l Service Drops- various substations	12/31/2024					\$ 2,286,974.00	

Total Construction Cost \$ - \$ 17,035,665.00 \$ 19,970,830.00 \$ 2,286,974.00

Local Tax Grant		\$ 150,595.28	\$ 150,595.28		\$ 301,190.56
		\$ -	\$ 173,746.22	\$ 173,746.22	\$ 347,492.44
				\$ 19,302.06	\$ 19,302.06

Grand Total \$ 667,985.06

Grant Cap \$500,000.00

Substation	Completed*	Notes
Zion Crossroads	3/1/2020	One circuit of Hensons Store was added in with Zion to speed deployment in the county, that circuit was completed in April 2020
Henson Store	7/1/2021	Remaining 2/3 of Hensons Store substation area
Kidd Store	9/1/2021	
Cunningham	6/1/2022	*Includes Dominion side of Lake, adding 2500 locations passed
Ferncliff	4/1/2022	
Carysbrk to Fork Union/Holmhead	11/1/2021	*Additional work outside CVEC territory in Dominion service area
Columbia	3/1/2021	The Cunningham East circuit was added to the station to speed deployment in the county, that circuit completed in April 2021

* Dates indicate all accounts had service available, final connections began before this and continue still as signups come in.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB E

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	Resolution to Appoint a Solar Ordinance Review Committee				
MOTION(s):	<p>I move the Board of Supervisors approve the resolution to appoint the following two (2) members of the Board of Supervisors (i) _____ and (ii) _____, and the following two (2) members of the Planning Commission (i) _____ and (ii) _____ to a Solar Ordinance Review Committee.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	N/A				
TIMING:	N/A				
DISCUSSION:	<ul style="list-style-type: none"> • At the Board of Supervisor’s meeting on March 6, the Board approved a 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. • At the Board of Supervisor’s meeting on March 6, the Board approved a resolution of intention to enact § 22-17-21 to add supplemental regulations for small scale solar generation facilities, minor scale solar generation facilities and utility scale solar generation facilities. • The Planning Commission discussed the two resolutions at its meeting on March 12, 2024 and suggested that the Board create a committee with two members of the Planning Commission and two members of the Board of Supervisors • The Committee would consider the amendments to the County Code and provide suggested language for the consideration by the Planning Commission and Board of Supervisors. • The Board of Supervisors may appoint such advisory boards, committees and commissions as it may deem necessary pursuant to Virginia Code Section 15.2-1411. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Resolution 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 16-2024

A RESOLUTION TO APPOINT SOLAR ORDINANCE REVIEW COMMITTEE

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

WHEREAS, in accordance with § 22-20-1 of the County Code, the Board of Supervisors adopted Resolution No. 11-2024 to propose an amendment to the County 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, in accordance with § 22-20-1 of the County Code, the Board of Supervisors adopted Resolution No. 12-2024 to propose an amendment to the County Code by enacting § 22-17-21 to add supplemental regulations for small scale solar generation facilities, minor scale solar generation facilities and utility scale solar generation facilities; and

WHEREAS, the Fluvanna County Planning Commission (“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 amendments before making a recommendation to the Board of Supervisors; and

WHEREAS, the Board of Supervisors may appoint such advisory boards, committees and commissions as it may deem necessary pursuant to Virginia Code Section 15.2-1411; and

WHEREAS, the Board of Supervisors desires to appoint four (4) members to a Solar Ordinance Review Committee to consist of two (2) Board of Supervisors members and two (2) Planning Commission members; and

WHEREAS, the Solar Ordinance Review Committee will review the proposed amendments to the County Code to (i) 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; and (ii) enact § 22-17-21 to add supplemental regulations for small scale solar generation facilities, minor scale solar generation facilities and utility scale solar generation facilities.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors does hereby appoint the following two (2) members of the Board of Supervisors (i) _____ and (ii) _____, and the following two (2) members of the Planning Commission (i) _____ and (ii) _____ to a Solar Ordinance Review Committee.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 3rd day of April 2024:

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

Attest:

Christopher Fairchild, Chair
 Fluvanna County Board of Supervisors

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

TAB F

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors March 13, 2024 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday March 13, 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 March 13, 2024.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

**FLUVANNA COUNTY BOARD OF SUPERVISORS
 REGULAR MEETING MINUTES
 Morris Room, County Administration Bldg.
 132 Main St, Palmyra, VA 22963
 March 13, 2024
 Budget Work Session 5:30pm**

MEMBERS PRESENT:

Chris Fairchild, Cunningham District, Chair
 John M. (Mike) Sheridan, Columbia District, Vice Chair
 Mike Goad, Fork Union District
 Timothy M. Hodge, Palmyra District
 Tony O’Brien, Rivanna District (*entered meeting at 5:41pm*)

ABSENT:

None.

ALSO PRESENT:

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

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

At 5:31pm, Chair Fairchild called to order the Budget Work Session of March 13, 2024. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

- Mr. Dahl requested the addition of Health Insurance Options to the agenda.

MOTION:	Accept the Agenda, for the March 13, 2024 Budget Work Session 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	Absent	Yes
RESULT:	4-0				

BUDGET WORK SESSION

County Department Budget Proposals

- Jim True, Emergency Services – Requested an additional EMS unit for Kents Store response area to reduce response times of 15+ minutes to area of Kents Store and surrounding area from Station 1, assist with increasing call volume, growing 18% per year on average last three years, and assist Lake Monticello Volunteer Rescue Squad with increasing call volume and keep county covered.
- Calvin Hickman, Director of Public Works – Requested adding funding to the Convention and Education and Subsistence and Lodging budget lines to allow for additional training for the Publics Works Staff.
- Aaron Spitzer, Director of Public Works – requested a shed for storing maintenance equipment at Pleasant Grove.

Health Insurance Update

Health insurance cost increases have been significant fiscal influences every year, knowing that, a \$136,392 (6% increase) is included in the current FY25 Budget. The TLC (Anthem) Health Insurance Premiums are increasing 11.0% for FY25. Mr. Dahl presented five options for health insurance ranging from County pays same amount, Employee pays same amount, County pays same percentage, flat amount per tier (single, dual, family), and revised plan percentage.

Budget Changes Since March 6th Meeting

- Mr. Dahl updated the Board on changes to the budget since the March 6, 2024 meeting including
 - o Taxable value changes from the Commissioner of the Revenue’s office
 - o COR budget was shorted \$1,000 due to transposed numbers, and \$50,000 budget item not reflected in the Emergency Services budget has been corrected.
 - o Central Virginia Regional Jail budget for Fluvanna decreased by \$118,000.

Budget Discussion

Eric Dahl, County Administrator and Tori Melton, Finance Director, in response to questions and queries from the Board, presented FY25 Budget options.

Board of Supervisors Minutes

- Marta Keane, Chief Executive Officer JABA, was present to answer questions from the Board. Mr. Goad brought up Parks and Recreation would like to absorb some of the funding and services from JABA. After some discussion, and with Ms. Keane's support, the Board shifted \$10,000 from JABA's budget to Parks and Recreation.

15 - ADJOURN

MOTION:	Adjourn the Budget Work Session of Wednesday, March 13, 2024 at 8:29pm.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

Christopher S. Fairchild
Chair

DRAFT

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

TAB G

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors March 20, 2024 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday March 20, 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 March 20, 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
 March 20, 2024
 Budget Work Session 5:00pm
 Regular Meeting 6:00pm**

MEMBERS PRESENT: Chris Fairchild, Cunningham District, Chair
 John M. (Mike) Sheridan, Columbia District, Vice Chair
(entered meeting at 5:06pm)
 Mike Goad, Fork Union District
 Timothy M. Hodge, Palmyra District
 Tony O’Brien, Rivanna District *(entered meeting at 5:04pm)*

ABSENT: None.

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

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

At 5:00pm, Chair Fairchild called to order the Budget Work Session of March 20, 2024. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

BUDGET WORK SESSION

Budget Discussion

Eric Dahl, County Administrator, in response to questions and queries from the Board, presented FY25 Budget options. The Commissioner of the Revenue’s Office came back with lower Personal Property Values creating a \$369,000 decrease in revenue and \$2,100 deficit in the overall budget. The Board discussion included health insurance options as well as the possible implementation of a meals tax. After much discussion the Board agreed to advertise a rate of .844 per \$100 on Real Estate.

14 - CLOSED MEETING

MOTION:	At 5:57pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.5, A.7 & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – employees of the Public Works Department, Prospective Industry – prospective business updates, in the Columbia, Cunningham, and Fork Union Districts; Litigation – Gate Plaza; Legal Matters – collection of delinquent taxes, and Chamber of Commerce Agreement.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 6:41pm, 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:			Second	Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

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

At 6:41pm, Chair Fairchild called to order the Regular Meeting of March 20, 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 March 20, 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

- Michael Carey, E911, Communications Officer, Started March 18th

ROAD CLOSURE - VDOT will be closing a portion of Rt 15, James Madison Highway, for pipe replacement.

- The area of pipe replacement is located near Lions Club Baseball Park, Rt 15/8246 James Madison Highway & Rte 672, Carys Creek Road.
- Work will begin on/around 7pm March 24th and is anticipated to be completed on/around March 26th.
- This will be a continuous 24-hour operation until completed.
- Signs and message boards will be in place for detour.

Fluvanna County Parks and Recreation Presents the 2024 Annual EASTER EGG HUNT at Pleasant Grove Park

- FREE! Ages 12 and Younger, 10am Saturday, March 30, 2024, Please Arrive Early! Hunt Promptly Begins at 10 am! Hunt ends when the last egg is found. Please Bring Your Own Basket.

Next BOS Meetings

Day	Date	Time	Purpose	Location
Wed	Mar 27	5:30 PM	BOS Budget Work Session – TBD	Morris Room
Wed	Apr 3	5:00 PM	Regular Meeting	Performing Arts Center
Wed	Apr 3	7:00 PM	BOS Budget Work Session – TBD	Performing Arts Center

5 - PUBLIC COMMENTS #1

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

- Curtis Putnam, 16408 James Madison Hwy, spoke in support of solar.
- James Kelly, 363 Manor Blvd, thanked the Board for their work setting the budget, and invited the Board to visit the infrastructure at the schools.
- Suzy Morris, 6840 Thomas Jefferson Pkwy, spoke in opposition of solar.

With no one else wishing to speak, Chair Fairchild closed the first round of Public Comments at 7:01pm.

6 – BOARDS AND COMMISSIONS

None.

7 – PRESENTATIONS

None.

9 - PUBLIC HEARING

Public hearing to amend Sections 22-4-2.1, 22-5-2.1, 22-6-2.1, 22-7-9.1, 22-8-2.1 and 22-22-1 and to Enact 22-17-20 of the County Code to Authorize the short-term rental of residential dwellings by-right in the A-1, R-1, R-2, R-3 and R-4 Zoning Districts subject to supplemental regulations – Dan Whitten, County Attorney

Short-term rental defined as “the provision of a room or space that is suitable or intended for dwelling, sleeping, or lodging purposes, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy” (Va. Code§15.2-983). The most well-known platforms are Airbnb, VRBO and HomeAway that connect property owners with guests for short stays.

Senate Bill 544 has been approved by the House and Senate and is awaiting the Governor’s signature. The bill, which is effective July 1, 2024, states that localities can’t require a special use permit for the use of a residential dwelling as a short-term rental where the dwelling unit is also legally occupied by the property owner as his primary residence. Accordingly, short-term rentals of townhouses and duplexes are also a by-right use if occupied by the owner.

Regulating Short-term rentals through Zoning

- County can also regulate the short-term rental through land use and zoning authority (Va. Code§15.2-2285).

- Proposed Ordinance makes the short-term rental of a residential dwelling a by-right use in Agricultural and Residential Zoning Districts: A-1, R-1, R-2, R-3 and R-4
- Definition of Short-term rental of residential dwelling: A residential dwelling that is rented for compensation for periods of less than 30 days. See § 22-17-20 for supplementary regulations pertaining to the short-term rental of a residential dwelling.

Short term rental proposed supplemental regulations

- Owners shall pay an application fee and submit the application to the Community Development Department.
- Owners must provide contact information for the owner and/or authorized property manager to the Community Development Department.
- Any parcel with multiple, detached single-family dwellings may only have one Short-term rental use per ten acres of land.
- Townhouse dwellings, single-family attached dwellings and two-family dwellings must be legally occupied by the property owner as his primary residence in order to be used as a Short-term rental.
- The Short-term rental may not take place in an accessory apartment or accessory structure.
- There shall be no visible evidence of the conduct of such Short-term rental of dwelling activity other than one nonilluminated identification sign. Maximum sign area: four square feet.
- Owners shall require guests to comply with the Fluvanna County Noise Ordinance (Chapter 15.2).
- Outdoor burning, not within a designated firepit, and use of fireworks by guests shall be prohibited.
- Owners must comply with all Virginia Department of Health regulations.
- The maximum number of occupants in the dwelling unit shall be determined according to permit approval received by the Fluvanna County Health Department. Occupancy shall be restricted to two persons per lawful bedroom.
- Parking for the dwelling shall be located in driveways or other designated and approved parking areas. The parking of vehicles is prohibited off-site or in yards.
- Property boundaries, or limitations within the property’s boundaries where guests are allowed, must be clearly marked at all times.
- The dwelling shall comply with all applicable state building code, fire, health and safety regulations.
- A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the Uniform Statewide Building Code; and a carbon monoxide detector must be installed on each floor in every dwelling and in any attached garage.
- The Owner shall register the Short-term rental of the dwelling with the Commissioner of Revenue.
- The regulations are not intended to limit the restrictions of an owner’s association.
- Owners unable to meet all of the above requirements shall be prohibited from operation of the Short-term rental of dwelling.

At 7:19pm, Chair Fairchild opened the Public Hearing.

- Barbara Haynes, 784 Thomas Jefferson Pkwy, spoke in support of section 22-17-20 of the county code, with some suggested changes.

With no one wishing to speak, Chair Fairchild closed the Public Hearing at 7:24pm.

- After some discussion, the Board agreed to lower the required acreage to 5 acres from 10 acres; and agreed to strike not allowing accessory dwellings such as pool houses and garage apartments etc.

MOTION:	Finding that the proposed zoning ordinance amendment is appropriate for public necessity, convenience, and general welfare and is good zoning practice, I move that the Board of Supervisors approve the amendments to the County Code to amend Sections 22-4-2.1, 22-5-2.1, 22-6-2.1, 22-7-9.1, 22-8-2.1 and 22-22-1 and to enact 22-17-20, with amendments to section B, changing from 10 to 5 acres, section I, changing the word persons to adults, and completely striking section D as listed.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Public hearing to amend Sections 22-9-2.2, 22-10-4, 22-11-2.2, and 22-12-2.2 of the County Code to Make a Clerical Correction that Minor Scale Solar Generation Facilities are Allowed by Special Use Permit in the B-1, B-C, I-1 and I-2 zoning districts – Dan Whitten, County Attorney

The Fluvanna County Zoning Ordinance was amended on September 15, 2021 to authorize Small scale solar generation facilities as a by-right use in the A-1, R-1, R-2, R-3, R-4, B-1, B-C, I-1, I-2, and MHP zoning districts. The ordinance mistakenly also authorized Small Scale solar generation facilities by special use permit in the B-1, B-C, I-1 and I-2 zoning districts.

The proposed ordinance amendment would instead allow Minor scale solar generation facilities by special use permit in the B-1, B-C, I-1 and I-2 zoning district which was the original intent of the ordinance approved in 2021.

A minor scale solar generation facility is defined in Section 22-22-1 of the Zoning Ordinance as “An on-site solar energy conversion system producing less than 2 MW of electricity. Minor scale solar energy conversion systems generally reduce on-site consumption of utility power for civic, commercial and industrial applications. On-site may also include adjacent parcels under common use, ownership and control. Rooftop arrays do not require zoning approval. Ground mounted arrays require zoning approval as accessory structures.”

A small-scale solar generation facility is defined in Section 22-22-1 of the Zoning Ordinance as “An on-site solar energy conversion system producing not more than 15 kW of electricity. Small scale solar energy systems generally reduce on-site consumption of utility power for civic, commercial and industrial applications. On-site may include adjacent parcels under common use, ownership and control. Rooftop arrays do not require zoning approval. Ground mounted arrays require zoning approval as accessory structures.”

At 7:45pm, Chair Fairchild opened the Public Hearing. With no one wishing to speak, Chair Fairchild closed the Public Hearing at 7:46pm.

MOTION:	Finding that the proposed zoning ordinance amendment is appropriate for public necessity, convenience, and general welfare and is good zoning practice, I move that the Board of Supervisors approve the amendments to Sections 22-9-2.2, 22-10-4, 22-11-2.2, and 22-12-2.2 of the County Code.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:		Motion	Second		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Public hearing to amend Section 20-1-2.1 and to enact Section 20-1-7 of the County Code to strike optional penalty language and to give the Treasurer discretion for application of tax payments when there is a payment arrangement – Dan Whitten, County Attorney

Amendment to Section 20-1-2.1

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. Staff discovered that on September 16, 2020, the Board approved an amendment to section 20-1-2.1 that struck 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. The amendment was never codified but will now be sent to Municode. The proposed amendment to Section 20-1-2.1 will now just add language that the penalty shall in no case exceed the amount of the tax assessable.

Amendment to 20-1-7

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. This would allow the taxpayer to pay the current amount due without incurring penalty and interest.

At 7:50pm, Chair Fairchild opened the Public Hearing. With no one wishing to speak, Chair Fairchild closed the Public Hearing at 7:50pm.

MOTION:	Approve the amendments to the County Code to amend Section 20-1-2.1 and to enact Section 20-1-7.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:				Second	Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

8 - ACTION MATTERS

Advertisement of Proposed Fiscal Year 2025 Operations Budget, Tax Rates, & Capital Improvement Plan – Tori Melton, Finance Director

- During the Budget Work Session, the Board of Supervisors agreed to advertise the amounts and tax rates listed below. Approving the authorization to advertise will allow adequate time to meet the advertising deadline for the Fluvanna Review on March 22, 2024 for publication on March 28, 2024 and April 4, 2024, per Virginia Code Section 15.2-2506.

MOTION:	Authorize staff to advertise the FY25 Budget, Tax Rates, and Capital Improvement Plan (CIP) for a public hearing on April 10, 2024; the proposed budget amount for FY25 is \$109,232,910				
	The advertised tax rates are as follows: Real Property \$.844 per \$100 Mobile Homes \$.844 per \$100 Personal Property (Residential) \$ 4.10 per \$100 Personal Property (Business & Public Utilities) \$ 2.90 per \$100 Machinery and Tools \$ 1.90 per \$100				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Authorization to Advertise for a public hearing to enact Section 20-1-8 of the County Code to exempt from taxation certain classes of tangible personal property – Dan Whitten, County Attorney
Virginia Code Section 58.1-3504

Section 58.1-3504 of the Virginia Code gives optional authority to localities to exempt from taxation certain classes of household goods and personal effects. The Commissioner of Revenue has already been exempting such classes of property for over 20 years. An ordinance has not been previously adopted by the Board of Supervisors.

Virginia Code Section 58.1-3505

Section 58.1-3505 of the Virginia Code gives optional authority to localities to exempt from taxation certain classes of farm animals, grains and feeds used for the nurture of farm animals, farm vehicles, and farm machinery, implements or equipment. The Commissioner of Revenue has already been exempting such classes of property for over 20 years. An ordinance has not been previously adopted by the Board of Supervisors.

Amendment to 20-1-8

The proposed amendment to the County Code will enact Section 20-1-8 which will exempt from taxation all classes of property listed in Virginia Code Sections 58.1-3504 and 58.1-3505. The public hearing would be held April 17, 2024.

MOTION:	advertise the amendments to the County Code to enact Section 20-1-8 for a public hearing to be held April 17, 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				

James River Water Authority Resolution, Support Agreement and Service Agreement – Eric Dahl, County Administrator

RESOLUTION PURPOSE:

The Virginia Resource Authority (VRA) has indicated that its agreement to purchase the James River Water Authority (JRWA) Local Bond will be conditioned upon each of the Member Jurisdictions undertaking non-binding obligations to appropriate from time to time moneys to the Water Authority in connection with payments due under the Amendment to Service Agreement, which constitute the principal source of and security for the payment of the debt service on the Local Bond, as set forth in the Amended and Restated Support Agreement to be dated as of March 20, 2024 among the JRWA, the County and VRA, the most recent draft of which has been presented to this meeting.

AMENDED AND RESTATED SUPPORT AGREEMENT PURPOSE:

The Board undertakes a non-binding obligation to appropriate such County Debt Service Payments as may be requested from time to time pursuant to the agreement, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Boards do likewise.

AMENDMENT TO SERVICE AGREEMENT PURPOSE:

Outlines the JRWA and the Counties agreed to certain terms, conditions, covenants and other matters pertaining to the development and construction by the JRWA of a system for the supply of raw water to the Counties.

MOTION:	approve the resolution entitled, "RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED SUPPORT AGREEMENT FOR JAMES RIVER WATER AUTHORITY" for the James River Water Authority and further authorize the County Administrator to execute the support agreement entitled,
----------------	---

	"AMENDED AND RESTATED SUPPORT AGREEMENT - JAMES RIVER WATER AUTHORITY" and the service agreement entitled "AMENDMENT TO SERVICE AGREEMENT," subject to the County Attorney's approval as to form.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Second	Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Amendments to the County Code for small scale, minor scale and utility scale solar generation facilities – Dan Whitten, County Attorney

At the Board of Supervisor's meeting on March 6, the Board approved a 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. At the Board of Supervisor's meeting on March 6, the Board approved a resolution of intention to enact § 22-17-21 to add supplemental regulations for small scale solar generation facilities, minor scale solar generation facilities and utility scale solar generation facilities.

The Planning Commission discussed the two resolutions at its meeting on March 12, 2024 and requested time to meet with the community and staff to discuss the amendments to the County Code. The Board of Supervisors has up to 12 months to act upon a request for a special use permit.

The resolution would delay consideration by the Board of Supervisors of all applications for minor scale and utility scale solar generation facilities until the 2nd meeting of October 2024, or such earlier time as the Board determines. This delay would give the Planning Commission and the Board of Supervisors time to consider amendments to the County Code regarding solar generation facilities.

MOTION:	approve the resolution regarding consideration of applications by the Board of Supervisors for minor scale and utility scale solar generation facilities.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:		Motion	Second		
VOTE:	Yes	Yes	Yes	No	Yes
RESULT:	4-1				

MOTION:	request that the Planning Commission make a recommendation to the Board of Supervisors within 90 days on the ordinance to amend § 22-4-2.2 of the County Code to remove utility scale solar generation facilities as a use allowed by special use permit in the Agricultural, A-1 Zoning District.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:		Motion	Second		
VOTE:	Yes	Yes	Yes	No	Yes
RESULT:	4-1				

MOTION:	request that the Planning Commission make a recommendation to the Board of Supervisors within 180 days on the ordinance to enact § 22-17-21 to add supplemental regulations for small scale solar generation facilities, minor scale solar generation facilities and utility scale solar generation facilities.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:		Motion	Second		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

10 - CONSENT AGENDA

The following items were approved under the Consent Agenda for March 20, 2024:

- Minutes of February 29, 2024 – Caitlin Solis, Clerk to the Board
- Minutes of March 6, 2024 – Caitlin Solis, Clerk to the Board
- Accounts payable for January 2024 – Tori Melton, Director of Finance
- Accounts Payable for February 2024 – Tori Melton, Director of Finance
- Resolution to Designate Fluvanna County as a Virginia Destination Marketing Organization (DMO) – Jennifer Schmack, Director of Economic Development
- Requesting the Water-Utility System Manager position to be reclassified to a Utilities System Supervisor – Robert Popowicz, Director of Utilities and Donna Snow, Director of Human Resources

MOTION:	Approve the consent agenda, for the March 20, 2024 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for January 2024 in the amount of \$3,869,615.60, and February 2024 in the amount of \$2,698,874.24.				
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

School Capital Improvement Plan (CIP) Items – Mr. Fairchild suggested meeting at various CIP locations at the schools such as the tracks in January, before the budget meetings begin.

Mr. Sheridan mentioned students who recently competed in a national track meet and asked if a proclamation celebrating their accomplishment could be brought back at a later date.

13 - PUBLIC COMMENTS #2

At 8:46pm, Chair Fairchild opened the second round of Public Comments. With no one wishing to speak, Chair Fairchild closed the second round of Public Comments at 8:46pm.

14 - CLOSED MEETING

MOTION:	At 8:47pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.5, A.7 & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – employees of the Public Works Department, Prospective Industry – prospective business updates, in the Columbia, Cunningham, and Fork Union Districts; Litigation – Gate Plaza; Legal Matters – collection of delinquent taxes, and Chamber of Commerce Agreement.				
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 9:54pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.”				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

15 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, March 20, 2024 at 9:55pm.				
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



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia
RESOLUTION No. 13-2024

A Resolution to Designate Fluvanna County as a Virginia Destination Marketing Organization (DMO)

WHEREAS, the County of Fluvanna wishes to increase tourism opportunities; and

WHEREAS, the State of Virginia’s Tourism Corporation coordinates marketing activities with Destination Marketing Organizations (DMO) within the state to market the Commonwealth as a premier travel destination; and

WHEREAS, the advantage of being a Destination Marketing Organization within the Commonwealth of Virginia would allow for partner opportunities and grant applications; and

WHEREAS, increasing tourism to the County of Fluvanna would serve to increase local business that may result in increased tax revenue to the County and surrounding communities; and

IT IS FURTHER RESOLVED AND ORDERED that the County of Fluvanna Board of Supervisors, this 20th day of March, that the County of Fluvanna will petition Virginia Tourism Corporation (VTC) to recognize Fluvanna County as a Destination Marketing Organization (DMO).; and

IT IS FURTHER RESOLVED AND ORDERED that that the Director of Economic Development or their designee, is hereby authorized and directed to act as chief liaison for the DMO;

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors on this 20th day of March 2024.

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

Attest:

 Christopher S. Fairchild, Chair
 Fluvanna County Board of Supervisors

RESOLUTION NO. 14-2024**RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF
AN AMENDED AND RESTATED SUPPORT AGREEMENT
FOR JAMES RIVER WATER AUTHORITY**

WHEREAS, the James River Water Authority (the “Water Authority”) is a public body politic and corporate and a political subdivision of the Commonwealth of Virginia (the “Commonwealth”) exercising public and essential governmental functions and created by resolutions adopted by the Board of Supervisors of Fluvanna County, Virginia (the “Board of Supervisors”) and the Board of Supervisors of Louisa County, Virginia in accordance with the Virginia Water and Waste Authorities Act, as amended (the “Act”) (codified at Chapter 51, Title 15.2 of the Code of Virginia of 1950, as amended (the “Virginia Code”)), for the purpose of servicing the water needs of the County of Fluvanna, Virginia (the “County”) and the County of Louisa, Virginia (“Louisa County,” and together with the County, the “Member Jurisdictions”); and

WHEREAS, on or about May 25, 2016, the Water Authority issued its \$7,965,000 Revenue Bond, Series 2016 (the “Series 2016 Local Bond”), which was sold to the Virginia Resources Authority (“VRA”) in connection with the issuance by the VRA of its \$136,620,000 Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2016A (the “Series 2016 VRA Bonds”), with the proceeds from the sale of the Series 2016 Local Bond having been or to be used by the Water Authority to finance a portion of the design and construction costs of a raw water intake, a pump station and a raw water pipeline, as well as the acquisition of land and the rights-of-way necessary therefor (collectively, the “Project”); and

WHEREAS, in connection with the issuance by the Water Authority of the Series 2016 Local Bond and the purchase by VRA of the Series 2016 Local Bond in connection with the issuance by VRA of the Series 2016 VRA Bonds, (1) the Water Authority and the Member Jurisdictions entered into a Service Agreement dated as of April 1, 2015 (the “Service Agreement”), which provides, among other things, for payments by each Member Jurisdiction to the Water Authority for services to be rendered to the Member Jurisdictions by the Water Authority, and sets forth certain other responsibilities of the Water Authority and the Member Jurisdictions, and (2) The Member Jurisdictions, the Water Authority and VRA entered into separate Support Agreements, each dated as of May 1, 2016 (collectively, the “Support Agreements” and with respect to the County, the “Fluvanna Support Agreement”), by the terms of which the County undertook a non-binding obligation to appropriate from time to time moneys to the Water Authority in connection with payments due from the County under the Service Agreement, which appropriated moneys constitute the principal source of and security for the payment of debt service on the Series 2016 Local Bond; and

WHEREAS, the proceeds of the Series 2016 Local Bond have been or will be fully expended on Project costs incurred by the Water Authority since 2016, but such proceeds will ultimately be insufficient to complete the Project, and the Water Authority now desires to finance the remaining costs of acquisition, design, construction and equipping of the Project through the issuance by the Water Authority of its Revenue Bond, Series 2024 in a maximum principal amount not to exceed \$49,000,000 (the “Series 2024 Local Bond” and, together with the Series 2016 Local Bond, the “Local Bonds”); and

WHEREAS, Water Authority has been advised that VRA is willing to purchase the Series 2024 Local Bond on terms favorable to the Water Authority in accordance with the terms and conditions of a Local Bond Sale and Financing Agreement dated as of April 1, 2024, between VRA and the Water Authority (the “2024 Financing Agreement”); and

WHEREAS, VRA has indicated that its agreement to purchase the Series 2024 Local Bond will be conditioned upon each of the Member Jurisdictions (in pertinent part for purposes of this Resolution, the County), amending and restating its respective Support Agreement, (herein, with respect to the Fluvanna Support Agreement, the “Amended Fluvanna Support Agreement”) to include the non-binding obligation to appropriate from time to time moneys to the Water Authority in connection with payments due under the Amended Service Agreement (as hereinafter defined), which will constitute the principal source of and security for the payment of debt service on the Local Bonds, the most recent draft of which Amended Fluvanna Support Agreement has been presented to this meeting; and

WHEREAS, the Member Jurisdictions and the Water Authority have determined to amend the Service Agreement by way of an Amendment to Service Agreement dated as of the date thereof (the “Amendment to Service Agreement” and the Service Agreement, as amended by the Amendment to Service Agreement, the “Amended Service Agreement”) to reflect certain adjustments to the Service Agreement that have been determined to be necessary;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FLUVANNA, VIRGINIA:

1. It is found and determined that the best interests of the County and its citizens will be served by the agreement by the Board of Supervisors to enter into the Amended Fluvanna Support Agreement, and the Amendment to Service Agreement, to satisfy certain of VRA’s conditions to the purchase of the Series 2024 Local Bond.

2. The Board of Supervisors acknowledges that (i) the obligations of the Water Authority to determine, and of the Member Jurisdictions to pay, the charges for the use of and for services to be furnished by the System (as defined in the Amended Service Agreement) are crucial to the security for the Local Bonds, (ii) VRA would not purchase the Series 2024 Local Bond without the security and credit enhancement provided by the Amended Fluvanna Support Agreement, (iii) VRA will be a third-party beneficiary of the Amended Service Agreement for so long as the Local Bonds remain outstanding, and (iv) VRA is treating the Amended Fluvanna Support Agreement as a “local obligation” within the meaning of Section 62.1-199 of the Virginia Code, which in the event of a nonpayment thereunder authorizes VRA or the trustee for VRA’s bonds to file an affidavit with the Governor of the Commonwealth (the “Governor”) that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Virginia Code. Section 62.1-216.1 provides that if the Governor is satisfied that such nonpayment has occurred, the Governor will immediately make an order directing the Comptroller of the Commonwealth (the “Comptroller”) to withhold all further payment to County of all funds, or of any part of them, appropriated and payable by the Commonwealth to the County for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to VRA, so as to cure, or cure insofar as is possible, such nonpayment.
3. In consideration of the Water Authority’s issuance of the Series 2024 Local Bond and VRA’s agreement to purchase the Series 2024 Local Bond pursuant to the terms of the 2024 Financing Agreement, the Chair or Vice Chair of the Board of Supervisors or the County Administrator, any of whom may act, is hereby authorized and directed to execute and deliver the Amended Fluvanna Support Agreement and the Amendment to Service Agreement, each of which shall be in substantially the form presented to this meeting, and each of which is hereby approved, with such completions, omissions, insertions or changes not inconsistent with this Resolution as may be approved by the Chair or Vice Chair of the Board of Supervisors or the County Administrator, in his or their sole discretion, the execution thereof by the Chair or Vice Chair of the Board of Supervisors or the County Administrator, as the case may be, to constitute conclusive evidence of his approval of such completions, omissions, insertions or changes.
4. The County Administrator is hereby authorized and directed to carry out the obligations imposed upon him by the Amended Fluvanna Support Agreement, and to take all proper steps on behalf of the County as may be required in connection with the Water Authority’s financing of the Project or with the carrying out of any matter authorized by this Resolution or the Amended Fluvanna Support Agreement.
5. Nothing contained herein or in the Amended Fluvanna Support Agreement is or shall be deemed to constitute a “debt” of the County or to be a lending of the credit of the County to the Water Authority, VRA or to any holder of the Local Bonds or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County, nor shall anything contained herein or in the Amended Fluvanna Support Agreement legally bind or obligate the Board of Supervisors to appropriate funds for the purposes described in the Amended Fluvanna Support Agreement.
6. All other acts of the County Administrator other officers of the County in furtherance of the financing of the Project, the issuance by the Water Authority of the Series 2024 Local Bond and/or the execution and delivery by the County of the Amended Fluvanna Support Agreement and the Amendment to Service Agreement are hereby ratified, approved and confirmed.
7. No covenant, condition, agreement or obligation contained in the Amended Fluvanna Support Agreement or the Amended Service Agreement shall be deemed to be a covenant, condition, agreement or obligation of any officer, employee or agent of the County in his or her individual capacity, and no officer of the County executing the Amended Fluvanna Support Agreement or the Amendment to Service Agreement shall be liable personally on the Amended Fluvanna Support Agreement or the Amended Service Agreement, as the case may be, or be subject to any personal liability or accountability by reason of the execution and delivery thereof.
8. This Resolution shall take effect immediately.

Adopted: March 20, 2024

(SEAL)

A COPY TESTE:

Clerk to the Board of Supervisors

CERTIFICATE

The undersigned Clerk of the Board of Supervisors (the “Board”) of the County of Fluvanna, Virginia (the “County”) hereby certifies that:

1. A meeting of the Board was duly called and held on March 20, 2024 (the “Meeting”).

2. Attached hereto is a true, correct and complete copy of a resolution (the “Resolution”) of the Board entitled **“RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED SUPPORT AGREEMENT FOR JAMES RIVER WATER AUTHORITY”** as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Board present and voting during the Meeting.

3. A summary of the members of the Board present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

<u>Member Name</u>	<u>Voting</u>				
	<u>Present</u>	<u>Absent</u>	<u>Yes</u>	<u>No</u>	<u>Abstaining</u>
	X		X		
Chris Fairchild, Chair	X		X		
John M. Sheridan, Vice Chair	X		X		
Mike Goad	X		X		
Timothy M. Hodge	X		X		
Tony O’Brien	X		X		

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

Dated: March 20, 2024

WITNESS my signature and the seal of the Board of Supervisors of Fluvanna County, Virginia this 20th day of March, 2024.

Clerk, Board of Supervisors of the
County of Fluvanna, Virginia

[SEAL]



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia
RESOLUTION No. 15-2024

A RESOLUTION REGARDING CONSIDERATION OF APPLICATIONS BY THE BOARD OF SUPERVISORS FOR MINOR SCALE AND LARGE-SCALE SOLAR GENERATION FACILITIES

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

WHEREAS, in accordance with § 22-20-1 of the County Code, the Board of Supervisors adopted Resolution No. 11-2024 to propose an amendment to the County 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, in accordance with § 22-20-1 of the County Code, the Board of Supervisors adopted Resolution No. 12-2024 to propose an amendment to the County Code by enacting § 22-17-21 to add supplemental regulations for small scale solar generation facilities, minor scale solar generation facilities and utility scale solar generation facilities; and

WHEREAS, the Fluvanna County Planning Commission (“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; and

WHEREAS, Owner Applications for a special use permit for minor scale and large-scale solar generation facilities may be submitted for consideration by the Board of Supervisors, all of which are given through consideration by staff and the Planning Commission prior to transmittal to the Board of Supervisors; and

WHEREAS, the Virginia Code allows the Board of Supervisors up to 12 months to act upon any Owner Application for a special use permit for minor scale and large-scale solar generation facilities forwarded to it by the Planning Commission; and

WHEREAS, the Board of Supervisors find that it promotes the health, safety and welfare of the citizens of the County and is good zoning practice to ensure that all Owner Applications for minor scale and large-scale solar generation facilities are considered with analysis based upon the proposed changes to the County Code; and

WHEREAS, it is the desire of the Board of Supervisors to delay its consideration of any applications for a special use permit for Minor Scale and Large-Scale Solar Generation Facilities until its second regular meeting in October 2024, or at such earlier time as the Board of Supervisors may determine.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors does hereby state its intention to not consider any Owner Applications that propose minor scale solar generation facilities or large scale solar generation facilities until its second regular meeting in October 2024, or at such earlier time as the Board of Supervisors may determine, to allow such time for the Planning Commission to send recommendations to the Board of Supervisors on (i) the ordinance to amend County Code § 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 (ii) the ordinance to enact County Code § 22-17-21 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 20th day of March 2024:

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

Attest:

 Christopher Fairchild, Chair
 Fluvanna County Board of Supervisors

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

TAB H

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	Martha Brown-Snyder's Social Services Term End Date Correction				
MOTION(s):	I move the Board of Supervisors ratify the following Social Services Board reappointment term for Martha Brown-Snyder to begin July 1, 2023 and end June 30, 2027.				
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):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<p>Due to a clerical error the original motion made on November 15, 2023 was incorrect:</p> <ul style="list-style-type: none"> “I move the Board of Supervisors approve the following Board, Commission, or Committee Appointment: Social Services Board, Martha Brown-Snyder, January 1, 2024 to December 31, 2027” <p>Martha Brown-Snyder's reappointment date should have been from July 1, 2023 to June 30, 2027.</p>				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

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

TAB I

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	Requesting the Employee Appreciation and Recognition Program (2.26.) "Pride" to be Reclassified as the "Employee Impact Team"				
MOTION(s):	I move the Board of Supervisors to approve the reclassification of the Employee Appreciation and Recognition Program (2.26.) "Pride" to be Reclassified as the "Employee Impact Team", and to update all areas as needed, including policies, webpage, and employee self-service, to be updated to reflect this change to recognize employees for their achievements and dedication to public service and special contributions.				
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):	Donna Snow, Director of Human Resources				
PRESENTER(S):	Donna Snow, Director of Human Resources				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	<p>The proposal is to reclassify the Employee Appreciation and Recognition Program "Pride" to the "Employee Impact Team". We have created a fifteen-person employee Impact Team in 2024; this team consists of employees from each department that consists of employees and directors. This is driven by the need to revamp this for employee morale and engagement.</p> <p>I- INTEGRITY – Strong moral and ethical principles while maintaining a sense of honor and sincerity in all dealings with Citizens and Employees.</p> <p>M- MOTIVATION- Pursue and accomplish tasks, overcome obstacles, and strive for personal and professional growth.</p> <p>P-PASSION- Investing time, energy, and dedication into your beliefs leads to fulfillment and achievement.</p> <p>A-ACCOUNTABILITY-Willingness to accept responsibility positively, demonstrate integrity, honesty, and willingness to learn and improve.</p> <p>C-CARING- Being attentive to individuals' needs, feelings, and well-being. Nurturing environments and also a sense of community.</p> <p>T-TEAMWORK- Mutual respect, communication, and cooperation with a common goal to complete a task effectively and efficiently.</p>				

	<p>The Impact team meets monthly, we have met twice in the new year.</p> <p>So far, the Impact Team approved a Social Impact online platform that the Director of HR has researched for several months now, which will be rolling out to staff in a couple of months.</p> <p>We have had two employee events so far, Employee Jersey Day for the Superbowl and Wearing Green on the 18th for St. Patrick’s Day, both that had offered a chance to win Fluvanna Swag and a gift card. HR is also sending out a monthly HR newsletter that advises everyone of pertinent information, new hires for the month, and some fun activities.</p> <p>The Impact Team has also planned activities for the week of May 6th to May 10th for Public Service Week where we are planning a fun week for staff.</p>				
FISCAL IMPACT:	none				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Policy 2.26. Employee Appreciation and Recognition Program				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	COAD
				X	X

02. PERSONNEL

2.26. Employee Appreciation and Recognition Program

BOS Adopted – July 1, 2015

2.26.1. Purpose. Fluvanna County recognizes the importance of developing, motivating, and rewarding employees. The Employee Appreciation and Recognition Program is intended to encourage employee excellence, acknowledge service milestones, and provides methods to recognize exceptional individual and team efforts.

The program provides opportunities for citizens, employees, supervisors, and others to recognize county staff members at all levels for individual and team achievements. Areas of recognition include customer service, beneficial suggestions, committee or task force involvement or activism, special skills, projects, superior performance, and for their years of service to the County.

2.26.2. Background. Employees are the County’s most valuable asset and play a critical role in achieving the Board of Supervisors’ mission, goals, and objectives. Fluvanna County recognizes the importance of motivating, rewarding, and developing employees. This program is intended to provide options to recognize the significant individual and team efforts that align with the **P.R.I.D.E.** values that guide Fluvanna County employees:

<i>People First</i>	We will give priority to the needs of citizens, coworkers and employees.
<i>Respect</i>	We will treat others with courtesy and dignity by valuing their ideas, opinions, needs and differences.
<i>Integrity</i>	We will serve with honesty, diligence and responsibility and we will be accountable for our actions.
<i>Deliver</i>	We will follow through on commitments to self, staff, the community and exceed their expectations.
<i>Excel</i>	We will create a work environment that stimulates innovation and continuous improvement.

2.26.3. P.R.I.D.E. Recognitions

A. Purpose

1. To recognize employees for their achievements and dedication to public service, and special contributions.

2. Recognizing the accomplishments of employees contributes to a supportive work environment and supports the attraction and retention of committed and engaged employees.

3. To promote team spirit and unity of purpose within the County based on shared achievement.

4. To instill a sense of “P.R.I.D.E.” in work (**P**eople **F**irst, **R**espect, **I**ntegrity, **D**eliver, and **E**xcel).

5. To involve the community and employees of Fluvanna County, as partners in the pursuit of excellence in customer service.

B. Eligibility. All full-time, part-time and seasonal employees are eligible for this program unless otherwise noted. Individual employees and employee team/groups are also eligible.

C. Recognition Process

1. Recognitions can be made throughout the year by any member of the public, employee, volunteer, contract employee/vendor, appointed or elected official.

2. Recognitions may be submitted by email, letter, recognition form, or using the on-line Employee Appreciation and Recognition System accessed through the County website.

3. Recognitions should provide detailed factual information and be specific about what makes the employee(s) outstanding. Recognitions should also explain how the employee(s) meets the ideal(s) identified in the selection criteria.

4. All recognitions, regardless of method of submission, will be added to the on-line Appreciation and Recognition System. This allows citizens and employees to view who and for what reason individuals and teams are being recognized throughout the organization.

2.26.4. P.R.I.D.E. in Public Service Annual Award

A. Annual Award Selection Criteria. Staff members selected for annual award recognition must have demonstrated one or more of the following in support of P.R.I.D.E. values:

1. A high level of service to the public or other staff;
2. Actions to improve relations - with the public, staff, and/or across department lines;
3. Leadership;

4. Substantial contribution that enhances the image of the County, improves efficiency, displays creativity, or employs innovation;
5. Outstanding and courteous performance in an emergency or safety situation;
6. Exceptional performance in a specific project or situation.

B. Annual Award Selection Committee. The committee will be comprised of a total of 13 representatives (management or non-management). Members will serve on the committee for one fiscal year and will meet at least one month prior to the annual Employee Recognition Dinner. The Committee will be comprised of:

1. One (1) employee from each Constitutional Officer's office
2. One (1) employee from Library staff
3. One (1) employee from Social Services staff
4. One (1) employee from the Registrar's office
5. One (1) employee from each of the following County Administration departments: Community Development, Finance, Parks & Recreation, Public Works, and the Special Assistants group.

C. Selection Process

1. The Selection Committee will review the nominations and recognitions given throughout the fiscal year and select six (6) nominees, who may be individuals or groups/teams, for the annual award consideration.
2. One individual from the six nominees will be selected for the annual "P.R.I.D.E. in Public Service" award. This individual will have:
 - a. Received P.R.I.D.E. nominations during the year.
 - b. Demonstrated performance that meets several of the selection criteria categories.
 - c. Consistently demonstrated P.R.I.D.E. in performing their job throughout the year.
3. Recipients of the annual "P.R.I.D.E. in Public Service Award" will not be eligible to receive the award two years in a row.

4. The five remaining individual or group nominees will receive recognition for one of the five P.R.I.D.E. values based on their demonstrated performance that met one or more of the selection criteria categories.

D. Recognition of Award Recipients

1. The finalists for the annual “P.R.I.D.E. in Public Service Award” will be announced prior to the annual Employee Recognition Dinner. At the dinner, the recipient of the annual “P.R.I.D.E. in Public Service Award” will be announced, along with the specific P.R.I.D.E. value category for which each of the other five nominees/teams were recognized.

2. The recipient of the annual “P.R.I.D.E. in Public Service Award” will receive:

a. Recognition at the annual Employee Recognition Dinner.

b. A one-time bonus payment of \$500 (to be divided among the members if a group/team is selected). The bonus will be paid in the pay period following the presentation of the award.

c. Recognition on the Fluvanna County P.R.I.D.E. plaque displayed in the County Administration building.

d. A Certificate of Commendation from the Board of Supervisors and public recognition at a Board of Supervisor’s meeting.

3. Each of the other five nominees (individuals and/or group/teams) will receive:

a. Recognition at the annual Employee Recognition Dinner.

b. A one-time bonus payment of \$250 (to be divided among the members if a group/team is selected). The bonus will be paid in the pay period following the presentation of the award.

c. A Certificate of Appreciation from the Board of Supervisors.

2.26.5. On-The-Spot Recognitions

A. These recognitions are given unexpectedly or “on-the-spot” for a variety of reasons, including work well-done, putting in extra hours on a project, a unique contribution to a specific project, a program enhancement, and other similar achievements.

B. Awards are at the discretion of the department/agency head. Examples include:

1. A personal thank you note.

2. A lunch ordered in for the team.

3. An hour or two of personal leave time to leave early or arrive late.

4. Praise either in private or during a team meeting.

5. A P.R.I.D.E. Recognition submission or other written acknowledgement of the specific behavior or action.

2.26.6. Length of Service Recognitions

A. Length of service is valued and recognized by the County. We recognize milestones in an employee's tenure through rewards, tokens of appreciation, and recognition at the annual Employee Recognition Dinner for staff and family members.

B. Years of Service awards are presented annually to regular full-time and regular part-time employees for cumulative years of service.

C. Active employees become eligible for a service award in the year in which they complete 5, 10, 15, 20, 25, 30, 35, 40, 45 and 50 years of service.

D. Appropriate commemorative gifts are presented along with a County certificate during the County's Annual Employee Recognition Dinner.

2.26.7. Retirement Recognitions

(Adopted by the Board of Supervisors on September 1, 2004, unless otherwise noted.)

A. Definitions. For the purpose of Retirement Recognitions, "Employee" is defined as a person filling a permanent part-time or permanent full-time position that is paid on the County's payroll.

B. Recognition

1. All employees retiring from Fluvanna County shall be honored at a reception and presented with a plaque noting their years of service to the County.

2. In addition, employees retiring with twenty (20) or more years of service shall receive a retirement gift chosen by their peers with a contribution of not more than \$100 from the Board of Supervisors.

3. A gift in excess of \$100 shall be funded by individuals with non-public money.

C. Department Responsibilities

1. At the beginning of budget preparation (November), each Department shall notify the County Administrator of possible retirements coming up in the next fiscal year.

2. The Department shall notify the Clerk to the Board of Supervisors three months prior to any retirement to make arrangements for a plaque to be ordered. Such notification shall include the employee's name, Department, and years of service to Fluvanna County.

3. The Department shall make all arrangements for the reception, including the date, time, location, food, set-up, and clean-up.

4. The Department shall prepare a flyer announcing the retirement reception and receive RSVP information in order to establish an accurate count of attendees.

5. The Department shall be responsible for any other forms of distribution of the reception invitation.

6. For employees retiring with twenty (20) or more years of service to Fluvanna County, the Department shall choose and order a gift appropriate for that employee.

D. Board of Supervisors Responsibilities

1. The Board shall fund the purchase of a plaque recognizing the years of service to Fluvanna County.

2. The Board shall fund the purchase of a cake and non-alcoholic beverages sufficient for the number of RSVPs. Any additional food may be provided, however, the Board shall not cover that expense.

3. For employees retiring with twenty (20) or more years of service to Fluvanna County, the Board shall contribute up to \$100 toward the purchase of a retirement gift.

4. When possible, the plaque and gift shall be presented at the reception by a member of the Board of Supervisors.

5. Upon receipt of all pertinent information, the Clerk to the Board of Supervisors shall order the plaque.

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

TAB J

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	Job Description update for the Director of Public Works				
MOTION(s):	I move the Board of Supervisors to approve the Job Description update for the Director of Public Works.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Director of Human Resources, Donna Snow				
PRESENTER(S):	Director of Human Resources, Donna Snow				
RECOMMENDATION:	Approve the updates to the job description for Director of Public Works.				
TIMING:	Immediate				
DISCUSSION:	The job description for the Director of Public Works has been updated to reflect a few minor updates to the Summary and Essential Functions. The changes are aimed at better aligning the role with the County’s evolving needs and overall organizational goals.				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Job Description – Director of Public Works (Redlined) Job Description – Director of Public Works (Final)				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	COAD



Fluvanna County, Virginia
 Department of Public Works
 Job Description

DIRECTOR OF PUBLIC WORKS

Job Class #:	3690
Pay Grade:	29
Category:	Full-Time (with benefits)
FLSA Status:	Exempt
Reports To:	County Administrator

SUMMARY

The Public Works Department employs professional, skilled labor, and general labor positions in the functional areas of Building and Grounds Maintenance; Custodial Services; Fleet and Equipment Management; Irrigation; Solid Waste and Recycling; and Project Management.

The Director of Public Works performs complex professional and difficult administrative work directing all activities of the Public Works Department; doing related work as required. Supervision is exercised over all department personnel. Works under the general supervision of the County Administrator.

This position is classified as Essential Personnel and may be called upon to work during weather closures and emergencies.

ESSENTIAL FUNCTIONS

- Plans, organizes, and directs the County’s public works functions, operations, and staff.
- Makes field inspections of Public Works activities and projects.
- Selects, negotiates and administers consultant contracts as required; coordinates with staff, architects and engineers in design and construction of projects; oversees project administration and management.
- Develops and implement operating policies and procedures in consultation with appropriate departments and staff to ensure safe, efficient operations.
- Prepares plans, correspondence, staff reports and written replies as required on activities related to Public Works and broad municipal activities on a project basis.
- Assists other departments with the development of CIP submittals.
- Develops design plans for various projects in-house as required.
- Researches and recommends new or improved departmental operational changes to the County Administrator.
- Coordinates with VDOT on road maintenance and other related projects.
- Assist with procurement and contract administration for Public Works projects.
- Serves as liaison between the County Administrator’s office and all departments and constitutional offices on routine facility and grounds maintenance matters, and non-routine matters under the direction of the County Administrator.
- Responds to special projects from the County Administrator and Board of Supervisors.
- Works with the Department of Environmental Quality, the Health Department and other regulatory agencies in meeting all appropriate regulations at each of the County facilities.
- Ensures compliance with state and federal regulations.

- Hires, trains, supervises and evaluates department employees.
- Works with first-line supervisors to resolve personnel issues as they arise.
- Receives citizen inquiries or complaints and dispatches available information recommending action.
- Oversees the preparation of division operating budgets and capital improvement budgets, and monitors expenditures; reviews and pays invoices.
- Attends various meetings as department and/or County representative.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Municipal public works administration, planning, and design.
- Budget development and management principles.
- Relevant federal and state laws, county ordinances, and department policies and procedures.
- Legislative processes related to local government.
- Principles and practices of local government procurement procedures.

Skills in:

- Supervision, management, and interpersonal relations.
- Effective leadership, including the ability to instruct, motivate and evaluate professional employees.
- Problem solving.
- Prioritizing and planning.
- Conducting research and preparing reports.
- Effective oral and written communication.
- Preparing and delivering presentations; public speaking.
- Operation and use of common office equipment including personal computers and copiers, and job-related software programs.

Ability to:

- Review and analyze plans and specifications for the construction of public facilities.
- Analyze complex problems and develop specific alternative solutions.
- Formulate comprehensive operational policies and procedures.
- Establish and maintain effective working relationships with the Board of Supervisors, other department heads and the public.
- Meet with citizens to address concerns and complaints.
- Develop a strategic plan, establish and communicate specific goals and objectives and evaluate departmental performance.
- Plan, organize, direct, and evaluate the work of subordinate employees.
- Work independently and take initiative.
- Thrive in fast-paced, high-stress environments.
- Assess relative cost and benefits of potential actions.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- Graduation from an accredited college or university with major course work in civil engineering, Public Administrations, or related field.
- 5 years of experience in a leadership role in the public works field, including supervisory experience.
- Current licensure as a professional engineer in the Commonwealth of Virginia, or proven ability to obtain by reciprocity within 90 days of employment date, and local government experience preferred.
- Any equivalent combination of experience and education that will allow the applicant to satisfactorily perform the duties of the job may be considered when filling the position.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS			
<ul style="list-style-type: none"> • Required to carry a cell phone and subject to recall at any time during an emergency; may be required to work long hours on occasion. • Must be able to respond independently or as directed at odd hours and for extended periods during emergencies. • Must be available to work some weekends and evenings for presentations, training, and meetings. • Office environment exposure to computer screens; sitting for prolonged periods of time. • Must have the ability to occasionally lift, push/pull, and hold/carry 30 pounds. • Must have the ability to frequently stand and sit, and occasionally walk over flat and uneven terrain. • Work requires kneeling, crouching, reaching, standing, walking, and grasping. • Subject to inside and outside environmental conditions. • Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks. 			
SPECIAL REQUIREMENTS			
<ul style="list-style-type: none"> • Possession of an appropriate driver's license valid in the Commonwealth of Virginia. 			
POST OFFER REQUIREMENTS			
<ul style="list-style-type: none"> • Criminal background check and driving record check. 			
Department Head Recommended:	Director of HR Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
March 21,2024	March 21, 2024	March 21, 2024	April 3, 2024



Fluvanna County, Virginia
 Department of Public Works
 Job Description

DIRECTOR OF PUBLIC WORKS

Job Class #:	3690
Pay Grade:	29
Category:	Full-Time (with benefits)
FLSA Status:	Exempt
Reports To:	County Administrator

SUMMARY

The Public Works Department employs professional, skilled labor, and general labor positions in the functional areas of: ~~Building and Grounds Maintenance; Custodial Services; Fleet and Equipment Management Water and Wastewater systems;~~ Irrigation; Solid Waste and Recycling; and Project Management.

The Director of Public Works performs complex professional and difficult administrative work directing all activities of the Public Works Department; ~~does doing~~ related work as required. Supervision is exercised over all department personnel. Works under the general supervision of the County Administrator.

This position is classified as Essential Personnel and may be called upon to work during weather closures and emergencies.

ESSENTIAL FUNCTIONS

- Plans, organizes, and directs the County’s public works functions, operations, and staff.
- Makes field inspections of Public Works activities and projects.
- Selects, negotiates and administers consultant contracts as required; coordinates with staff, architects and engineers in design and construction of projects; oversees project administration and management.
- Develops and ~~implements~~implement operating policies and procedures in consultation with appropriate departments and ~~to~~ staff to ensure safe, efficient operations.
- Prepares plans, correspondence, staff reports and written replies as required on activities related to Public Works and broad municipal activities on a project basis.
- Assists other departments with the development of CIP submittals.
- Develops design plans for various projects in-house as required.
- Researches and recommends new or improved departmental operational changes to the County Administrator.
- Coordinates with VDOT on road maintenance and other related projects.
- Assist with procurement and contract administration for Public Works projects.
- Serves as liaison between the County Administrator’s office and all departments and constitutional offices on routine facility and grounds maintenance matters, and ~~on~~ non-routine matters under the direction of the County Administrator.
- Responds to special projects from the County Administrator and Board of Supervisors.
- Works with the Department of Environmental Quality, the Health Department and other regulatory agencies in meeting all appropriate regulations at each of the County facilities.

- [Ensures compliance with state and federal regulations.](#)
- Hires, trains, supervises and evaluates department employees.
- Works with ~~first-line~~^{first-line} supervisors to resolve personnel issues as they arise.
- Receives citizen inquiries or complaints and dispatches available information recommending action.
- Oversees the preparation of division operating budgets and capital improvement budgets, and monitors expenditures; reviews and pays invoices.
- ~~Prepares various reports on activities and operations as requested.~~
- ~~Prepares meeting agenda and supports the Fork Union Sanitary District Advisory Board.~~
- Attends various meetings as department and/or County representative.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Municipal public works administration, planning, and design.
- Budget development and management principles.
- Relevant federal and state laws, county ordinances, and department policies and procedures.
- Legislative processes related to local government.
- Principles and practices of a local government procurement procedures.

Skills in:

- Supervision, management, and interpersonal relations.
- Effective leadership, including the ability to instruct, motivate and evaluate professional employees.
- Problem solving.
- Prioritizing and planning.
- Conducting research and preparing reports.
- Effective oral and written communication.
- Preparing and delivering presentations; public speaking.
- Operation and use of common office equipment including personal computers and copiers, and job-related software programs.

Ability to:

- Review and analyze plans and specifications for the construction of public facilities.
- Analyze complex problems and develop specific alternative solutions.
- Formulate comprehensive operational policies and procedures.
- Establish and maintain effective working relationships with the Board of Supervisors, other department heads and the public.
- Meet with citizens to address concerns and complaints.
- Develop a strategic plan, establish and communicate specific goals and objectives and evaluate departmental performance.
- Plan, organize, direct, and evaluate the work of subordinate employees.
- Work independently and take initiative.
- Thrive in fast-paced, high-stress environments.
- Assess relative cost and benefits of potential actions.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- Graduation from an accredited college or university with major course work in civil engineering, Public Administrations, or related field.
- 5 years of experience in a leadership role in the public works field, including supervisory experience.
- Current licensure as a professional engineer in the Commonwealth of Virginia, or proven ability to obtain

- by reciprocity within 90 days of employment date, and local government experience preferred.
- Any equivalent combination of experience and education that will allow the applicant to satisfactorily perform the duties of the job may be considered when filling the position.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- Required to carry a cell phone and subject to recall at any time during an emergency; may be required to work long hours on occasion.
- Must be able to respond independently or as directed at odd hours and for extended periods during emergencies.
- Must be available to work some weekends and evenings for presentations, training, and meetings.
- Office environment exposure to computer screens; sitting for prolonged periods of time.
- Must have the ability to occasionally lift, push/pull, and hold/carry 30 pounds.
- Must have the ability to frequently stand and sit, and occasionally walk over flat and uneven terrain.
- Work requires kneeling, crouching, reaching, standing, walking, and grasping.
- Subject to inside and outside environmental conditions.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

SPECIAL REQUIREMENTS

- Possession of an appropriate driver's license valid in the Commonwealth of Virginia.

POST OFFER REQUIREMENTS

- Criminal background check and driving record check.

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
March 21, 2024	November 2018	November 2018 March 21, 2024	November 7, 2018

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

TAB K

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	Temporary Staff Stipend for Additional Duties – Overstreet				
MOTION(s):	I move the Board of Supervisors approve a temporary stipend for Jason Overstreet, Senior Planner, at the rate of \$75 per week, retroactive to January 6, 2024, until the Director of Planning position is filled, with such funds to come from the FY24 Planning Department personnel budget vacancy savings.				
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):	Eric Dahl, County Administrator and Donna Snow, Human Resources Manager				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Effective January 6, 2024				
DISCUSSION:	Mr. Overstreet was appointed the Acting Zoning Administrator when the Director of Community Development resigned from the County. Mr. Overstreet will be serving in this capacity until the Director of Planning position is filled. Filling this role carries additional administrative and legal responsibilities. This is above and beyond the requirements of a Senior Planner. Mr. Overstreet will continue with his regular Senior Planner duties in addition to those required of the Zoning Administrator. I am recommending approval of a \$75 stipend per week to compensate for the extra responsibilities.				
FISCAL IMPACT:	\$75 stipend per week will come from FY24 Planning Department personnel budget vacancy savings.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X		X	COAD

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB L

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	Approval of FY25 CSA Provider Agreement				
MOTION(s):	I move the Board of Supervisors approve to form the CSA Provider Agreement to be used by the Children’s Services Act department for FY25.				
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):	Bryan Moeller, CSA Program Manager				
PRESENTER(S):	Bryan Moeller, CSA Program Manager				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	The Office of Children’s Services requires that all localities’ CSA programs secure vendor contracts with all providers that receive CSA funding. This provider agreement ensures that this requirement is met for all current CSA providers. The agreement was approved to form by the Community Policy and Management Team on March 26, 2024.				
FISCAL IMPACT:	Minimal				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	CSA Provider Agreement FY 2025				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			

Children's Services Act (CSA) Provider Agreement

This **Children's Services Act Provider Agreement** (the "Agreement") dated the 1st day of July, 2024, is made by and between Fluvanna County, a political subdivision of the Commonwealth of Virginia, through the Fluvanna County Community Policy and Management Team, an agency of Fluvanna County (hereinafter referred to as the "CPMT"); and _____ (hereinafter referred to as the "Provider)." CPMT and Provider are sometimes each referred to herein as a "party" and collectively as the "parties".

Whereas, the CPMT is authorized to enter into agreements for services pursuant to the Children's Services Act, Virginia Code 2.2-5200 et seq. (the "CSA");

Whereas, any agreement for services (each a "Services Order" as defined below) under this Agreement is for CSA goods or services for direct use by an individual recipient (child or family) exempt from the Virginia Procurement Act as provided by Virginia Code 2.2-4345(A)(14) and no Services Order under this Agreement may be for the bulk procurement of goods or services;

Whereas, this Agreement shall set forth the terms and conditions, parameters, guidelines, and expectations that must be met by any Provider of services to any and all children and/or families receiving services through the CPMT;

Whereas a "Placement" or "Placements" shall be defined in this Agreement to mean a placement as such term is used in Title 63.2 of the Code of Virginia relating to Foster Care;

Whereas, Fluvanna County (the "Fiscal Agent"), a political subdivision of the Commonwealth of Virginia, is the Fiscal Agent for the CPMT; and

Whereas, the Provider has established itself as a qualified Provider of services for children and/or families, and meets all requirements of Applicable Law; "Applicable Law" is defined as all applicable local, State and Federal laws, statutes, rules, regulations, ordinances and other standards, including without limitation, the CSA and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as in effect during this Agreement, including any additions thereto and amendments or replacements thereof (collectively referred to hereinafter "Applicable Law") relative to such services to be provided hereunder.

NOW, THEREFORE, for valuable consideration the sufficiency of which is acknowledged, the parties do hereby mutually agree to the following:

The recitations above are a material part of this Agreement and are hereby made a part of the body of this Agreement.

A. Services Order

1. Requirement for Service Order. A Services Order (each a "Service Order") shall be issued for any and all discrete services that are to be provided by the Provider for children and families receiving services through the CPMT. No services shall be administered to a child and/or family (each an individual recipient) without a Service Order authorizing such discrete services signed by the Fiscal Agent and the Provider. Any child or family receiving any services under this Agreement may referred to herein as

“child”, “family”, “recipient”, “individual”, “client”, or any other word or phrase which in the context is intended to mean a person(s) receiving any services under this Agreement.

2. **Contents of Service Order.** The Service Order shall define the terms of purchase and service delivery to a specific child and/or family. The Service Order shall include the term of service, and the type of services to be rendered to the child and/or family. The child's Individual Family Services Plan (the “Individual Family Service Plan”) shall be considered by the Provider and the CPMT in determining the proposed objectives, the term of service and the types of services to be rendered to the child and/or family. A Service Order setting forth a description of the services and the duration thereof will be presented to the Provider on a child and/or family specific basis when the CPMT chooses to purchase services. The Provider shall charge the CPMT only as authorized by a Service Order signed by the Fiscal Agent. The Provider shall charge only for actual services rendered. The charge shall not exceed the authorized amount on the Service Order. Such Service Orders are incorporated into this Agreement by reference. The Provider has the right to refuse to accept the CPMT's Service Order. For all children and/or family receiving services from the CPMT, Provider and CPMT shall execute a Service Order provided by the CPMT. Provider is hereby notified that although each Service Order is required to be prepared by the CPMT, it must also be accepted and signed by the Fiscal Agent to become binding upon CPMT. Upon receipt of a proposed Service Order, Provider shall sign and return such Service Order to CPMT or shall give notice of its refusal to provide the services within five (5) business days. Failure to respond within five (5) business days shall be deemed a refusal to provide the services.

3. **Charges Under Service Order.** The Provider agrees to charge the CPMT for only those services described in the Service Order and in accordance with the Billing provisions this Agreement, including, without limitation, Section F of this Agreement. The Provider shall invoice for allowable, reasonable, and necessary service costs in accordance with the Service Order and the categories applicable to Title IV-E, Medicaid and other identified alternative funding source as directed by the CPMT. Notwithstanding anything to the contrary provided for in this Agreement, pursuant to Virginia Code § 2.2-5211, funds for private special education services shall only be expended on private educational programs that are licensed by the Board of Education or an equivalent out-of-state licensing agency. Effective July 1, 2022, funds for private special education services shall only be expended on private educational programs that the Office of Children's Services certifies as having reported their tuition rates on a standard reporting template developed by the Office. Provider understands it is providing services under the CSA and Provider certifies it has complied with all requirements of the Children's Services Act and that its actions in provided the services and all services provided hereunder comply with Applicable Law including without limitation the CSA, as amended and modified from time to time.

4. **Adjustment or Termination of Service Order by CPMT.** The CPMT may adjust or terminate the Service Order at any time because of changes in the child's eligibility for or progress with services or if the CPMT deems it to be in the child's best interest to terminate the services and the Service Order. If the CPMT becomes unable to honor any or all approved Service Orders for causes beyond the CPMT's reasonable control, including, but not limited to, failure to receive promised funds from federal, state, or local government sources or donor default in providing matching funds, the CPMT may terminate or modify any or all Service Orders issued pursuant to this Agreement as necessary to avoid delivery of services for which the CPMT cannot make payment. The CPMT shall notify the Provider immediately as soon as it becomes aware of such a cause for termination. Without limiting CPMT's other rights, CPMT instead terminating a Service Order may request the Provider submit an equitable modification to its Provider Rate Sheet based on a change in circumstances, a change in services, or other factor affecting the level, type,

quality, amount, or nature of the services to be provided by Provider pursuant to this Agreement and any Service Order(s) hereunder. If a modification to rates is agreed upon by the parties such shall be incorporated into a written amendment to the Agreement signed by both parties. Provider agrees to consider such request and apply the principles of good faith and fair dealing in determining whether to enter into such an amendment. Provider agrees that within five (5) business days of such a request, it will respond in writing by either providing to CPMT an amended Provider Rate Sheet or denying the request. CPMT may terminate services under a Service Order as otherwise provided for herein, even after a Provider Rate Sheet adjustment and this provisions is not intended to, nor shall it be read to, limit CPMTs options, remedies or rights under this Agreement.

5. Termination of Service Order by Provider. In the event of termination of a Service Order, all reasonable efforts will be made to give the CPMT ten (10) days written notice prior to termination of services to the child, in any event such notice shall be as soon as practicable under the circumstances. Such written notice shall include the specific reason(s) for terminating services to the child.

6. Termination of Service Order for Conduct of Provider and Provider's Employees. For purposes of this Agreement, Provider's Employees is defined to mean Provider, its directors, officers, partners, members, staff, agents, employees, representatives, volunteers, and other persons associated with or working under the direction of Provider (collectively "Employees", each being an "Employee"). The Provider is responsible for its conduct and the conduct of its Employees at all times during the delivery of services hereunder. Should a complaint be made against Provider or any of its Employees for inappropriate conduct, as determined by the CPMT, the Provider shall remove that person from the job immediately and for the duration of this Agreement and any Service Orders. If a complaint about the Provider's conduct is received, and the complaint is deemed by the CPMT to indicate inappropriate conduct on the part of the Provider, the Provider agrees that the CPMT has the right to terminate this Agreement and all Service Orders between the CPMT and the Provider immediately. Nothing herein is intended to limit any claim or other action, in law, equity or otherwise, that CPMT may seek or have against Provider for any misconduct, breach, default, act or omission under this Agreement, including, without limitation any Service Order.

B. Licenses, Requirements of Applicable Law and Other Requirements

The Provider represents and warrants that it: (1) duly holds all necessary licenses required by Applicable Law to enter into this Agreement and provide any services under a Service Order; (2) will furnish satisfactory proof of such licensure(s) to the CPMT and Fiscal Agent at the time of execution of the Agreement; and (3) that if Provider is not a sole proprietor, that Provider is an entity properly registered with the Virginia State Corporation Commission to transact business in Virginia and will maintain such status for the duration of this agreement (for any such entity, any termination of the Provider's corporate existence or registration must be immediately reported to the CPMT and shall cause immediate termination of this Agreement). The Provider covenants that it will maintain its required licensed status, if applicable, with the appropriate governmental authorities and will immediately notify the CPMT in the event such licensing has lapsed, is suspended, withdrawn or revoked. The Provider agrees that such lapse, suspension, revocation or withdrawal shall constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license shall constitute a breach of the terms of this Agreement and shall terminate this Agreement without written notice and without financial obligation on the part of the CPMT to pay the Provider's invoices.

The following are other requirements applicable to certain services as identified below:

1. Agencies providing in-home services require a license issued by the Department of Behavioral Health and Developmental Services.
2. Requirements for Mentoring. Providers of CSA funded “mentoring” services (as defined by the Office of Children’s Services Standardized Service Name) represent and warrant that the mentors (1) have received some form of First Aid training, (2) have received some form of Mental Health First Aid training, (3) have completed Mandated Reporter training, and (4) meet Professional Expectations as provided by an agency’s Code of Ethics and/or the “Standards of Conduct” provided by the CPMT.
3. Individuals in private practice providing outpatient counseling and/or psychological evaluations require a license provided by the Board of Health Professions.
4. Individuals providing outpatient counseling within an agency setting who are not licensed MUST meet all of three of the following criteria: (i) Possess a graduate degree; (ii) be under the direct supervision of an individual licensed by the Board of Health Professions and whose supervision is registered and approved by the Board of Health Professions; and (iii) a licensed individual must be present in the facility while the service is being conducted.

Any misrepresentation of any of the above requirements shall constitute a breach of the terms of the Provider Agreement and shall terminate the agreement without written notice and without financial obligation on the part of the CPMT to pay the Provider’s invoices.

C. **Employee Background Checks.**

For any child or family receiving services under this Agreement, this Section C applies to individual Providers that at any point during the term interact directly with a child or children and Providers who supervise individuals that interact directly with a child or children. Individual Providers must complete those background checks required including, without limitation, a Virginia State Police criminal background record check and a check through the Virginia Child Protective Service Registry and to provide a Department of Motor Vehicle checks of the individual Provider, copies of which shall be included by Provider with this Agreement. Provider agrees and certifies that all individuals, including volunteers working under the Provider’s supervision, providing services to or having contact with a client placed with or served by the Provider have successfully completed a Virginia State Police criminal background record check and a check through the Virginia Child Protective Service Registry or the State in which such services are being rendered. If it is known that the individual providing services, has moved from another state and has worked with children within one year of his or her employment the previous State must also be checked. If the Provider is notified that any of the individuals providing services are named in a child protective service registry, then the Provider will immediately notify the CPMT and remove the individual from working with any clients. For those Providers who provide transportation services, a Division of Motor Vehicle check is also required for all individuals, including volunteers working under the Provider’s supervision, providing this service. The Provider is and will comply with Applicable Law, its State’s laws, regulations and licensure requirements relating to the conducting of criminal and Department of Motor Vehicle checks of individuals providing services hereunder at all times during the Term. Providers are required to provide a current copy of all such background checks as may be requested by the CPMT.

D. **Services**

1. **Quality.** The Provider shall provide services at or above the quality standard in the industry at which the service is rendered. The description of services shall be provided along with the published Provider's Rate Sheet at the execution of this Agreement. The Provider shall permit representatives of the CPMT to conduct program and facility reviews to assess service quality and compliance with the Individual Family Service Plan of any child under the supervision or authority of the CPMT. Such reviews shall include, but are not limited to, meetings with consumers, review of services records, review of service policy and procedural issuance, review of staffing ratios and job descriptions, review of financial records pertaining to any child and/or family receiving services through the CPMT, and meeting with any staff directly or indirectly involved in the provision of services to any child and/or family receiving services through the CPMT. Such reviews may occur as deemed necessary by the CPMT and may be unannounced. CPMT may employ or retain the services of a Utilization Review Clinician. Provider shall allow CPMT's Utilization Review Clinician access to its facilities and to Provider's books and records relating to services paid for by CPMT and rendered to CPMT's clients (subject to Applicable Law). Further, upon request, Provider shall complete such additional forms or reports as may be requested by the Utilization Review Clinician in the performance of his or her official responsibilities.

2. **Changes.** The Provider shall notify CPMT of any changes in service delivery, which alter the level or quality of service provided, or the expected outcomes set forth at the initiation of the contracted service. Substantial changes in the proposed delivery of services from that stated by the Provider or that is stated in the published Provider's Rate Sheet, whether actual or anticipated, such as, but not limited to, changes in services quality, key personnel, ability to provide specified volumes of services, submitted budgetary data, or compliance with applicable State and/or Federal standards shall be reported in writing to the CPMT as soon as practicable and whenever possible in advance of such change, however in any event notice of any change must be provided within five (5) days of the occurrence.

3. **Rates.** The rates for services provided to a specific child and/or family by the Provider shall be set forth in the Service Order for the child and/or family. The Provider may not increase the rate for any service described in a Service Order during the term of this Agreement. The Provider is requested to have all services and rate information entered and up-to-date in the Service Fee Directory by the beginning of the Agreement year. The Provider shall provide to the CPMT written notice of any planned rate increase thirty (30) days prior to the initial month of the CPMT's next fiscal year. Such written notice shall contain the justification for the increase and shall be submitted to the CPMT's Fiscal Agent. Services shall be provided at the rate(s) published by Provider on the Provider Rate Sheet as of July 1 of the fiscal year in which the services were delivered, and/or Medicaid rate(s) for applicable fiscal year. The July 1 rate shall be specified within the Service Order executed by Provider and CPMT for a specific client, and Provider shall not charge CPMT a higher rate during that fiscal year. Should services be provided by Provider on or after July 1 of the subsequent fiscal year without a CSA Provider Agreement being established, services shall be reimbursed at the service rates listed in the Provider's previous CSA Provider Agreement, until a CSA Provider Agreement for the subsequent fiscal year is executed. All rates specified within a Service Order shall be inclusive of any and all costs, of whatever nature (including incidentals or reimbursable items, including, without limitation, administrative, copying, travel, mileage (no greater than the applicable IRS mileage rate) or other expenses of any kind) for which CPMT may be charged by Provider. The Provider shall immediately notify CPMT if the rates or fees contained in any Service Order are lowered during the period covered by the Service Order, whereupon, CPMT shall be entitled to require Provider to amend existing Service Orders to conform to the lower rate(s). Any reimbursements from the CPMT are limited to rates established by Applicable Law and also by any applicable CPMT policy guidelines; and reimbursements can never exceed the actual costs paid by Provider without mark-up of any kind.

4. Maintenance. The CPMT cannot make any additional payment or reimbursement to the Provider or to a foster parent for the following items considered by the state to be included in the Room and Board or Basic Foster Care Maintenance payment: (i) School Supplies: Costs associated with books, materials, and supplies necessary for a child's education; (ii) Child's personal incidentals: Incidental costs associated with the personal care of a child such as; items related to personal hygiene; cosmetics; over-the-counter medications and special dietary foods; infant and toddler supplies, including high chairs and diapers; and fees related to activities including recreation (includes monthly allowance as applicable); and (iii) Clothing: Costs associated with providing and maintaining the clothing for the child. These costs may include: Costs of the clothing itself, laundry and dry cleaning. (This is separate from the annual Supplemental Clothing Allowance for which a foster child may be eligible.)

5. Payment for Court Testimony. The Provider acknowledges that by the nature of the services rendered pursuant to this Agreement there exists the possibility that evidence and/or testimony will be needed from the Provider and its Employees and agents. Unless such testimony is compensable expert testimony as defined below, court appearances and testimony shall not be compensable. The CPMT will not reimburse the Provider for court testimony when the Provider is considered a "fact witness." "Fact witnesses" are those who testify about compliance with services or recount facts observed as an eyewitness and do not offer expert witness testimony.

The CPMT may reimburse the Provider for expert witness court testimony when the Provider is subpoenaed as a witness by the Guardian ad Litem. The court defines expert witnesses to be those with specialized knowledge, skill, experience, training, or education, those maintaining certain licenses to perform their work, and those who have conducted training in a particular subject or who have authored writings pertaining to a particular subject. A court may qualify someone expert if a previous court has recognized him or her to be so. An expert witness is further defined as one who will synthesize and analyze facts, draw inferences from facts, circumstances, or data, and prepare and render an opinion. They are expected to provide expert opinions on expectations for future progress or improvement and for opinions on what would be needed to obtain such progress considering clinically identified barriers. Expert witnesses are also able to shed light on a topic about which a "fact finder" is not familiar and to assist the Trier of fact to understand the evidence or to determine a fact in issue.

E. Medicaid.

This Section E only applies to Medicaid eligible Providers.

<p>_____ Provider is a Medicaid eligible Provider. <i>(Please Initial in the blank provided only if Provider is a Medicaid eligible Provider).</i></p>

Provider shall file for Medicaid reimbursement for any Medicaid eligible services provided by the Provider to any Medicaid eligible child and/or family receiving services through the CPMT. The Provider shall be responsible for adhering to all Medicaid requirements, both service and fiscal. Any costs associated with improper management of Medicaid cases on the part of the Provider shall be the sole responsibility of the Provider. The Provider shall provide the CPMT with documentation specifying the status of initial Medicaid approval within twenty-four (24) hours (one business day) of receipt of such by the Provider. All other documentation specific to Medicaid received by the Provider shall be provided in writing to the CPMT within forty-eight (48) hours (two business days) by the Provider. The CPMT shall not be responsible for payment of Medicaid eligible services that are denied by Medicaid for reasons attributable to fault of the Provider. This section is only applicable to the Provider if the Provider is a Medicaid provider or claims to be a Medicaid eligible Provider in Section E of this Agreement.

The provisions of the following paragraph only apply to Providers of Residential Placements (For Residential Placements Only). The CPMT shall supply Provider with the child's Medicaid number,

if applicable; make referral to Independent Assessment and Care Coordination Team (IACCT), if applicable; provide a signed Reimbursement Rate Certificate (certificate form to be supplied by Provider) and a Certificate of Need at the time of placement that documents necessity for each child eligible for Medicaid reimbursement, and provide Child and Adolescent Needs and Strengths (“CANS”) assessments as and if required.”

F. **Billing**

1. Billing Notifications. Any billing-related correspondence from the CPMT, including Service Orders, Invoices, or correspondence related to either Service Orders or Invoices, will be sent to the following contact information:

Provider:

Name: _____

Address: _____

(If applicable) ATTN: _____

Telephone: _____

Facsimile: _____

Email: _____

2. Monthly Billing. The Provider shall bill the CPMT by returning the completed CPMT invoice each month for all services rendered to a child and/or family pursuant to a Service Providers are required to use the invoice form provided to the vendor by Fluvanna County’s CSA Office; and other forms of invoice may be included as supplemental documentation for the invoice form provided by Fluvanna County’s CSA Office. The Provider shall bill the CPMT for any and all services provided within thirty (30) days of the date on which the service was provided. The CPMT agrees to either mail payment for invoices within forty-five (45) days of receipt of the invoice or to notify Provider that the invoice is disputed. In no case, shall the CPMT be obligated to pay for services rendered to a child when the Provider fails to submit an invoice to the CPMT for such services within forty-five (45) calendar days following the month of the provision of service. CPMT does not waive any breach, misconduct, fraud, act, omission or similar conduct of Provider by paying an invoice under this Agreement. Furthermore, CPMT reserves all rights under this Agreement including any claims, rights to adjustment/offset or to later dispute any improper invoice. Should CPMT later discover an issue relating to an invoice previously paid, it may notify the Provider of the dispute. Notwithstanding any other provision herein, CPMT shall not be obligated to pay any invoice(s) from Provider until all disputed invoice(s) are resolved and any other invoice(s) shall not be deemed to have been received by CPMT until the date the disputed invoice(s) are all resolved.

3. Content of Invoices. The invoice shall identify the Services Order number, CSA-eligible child/family/individual, the services authorized for the child and/or family member(s), and the month of service. The amount billed for services shall be the amount agreed upon in the Service Order authorizing services to the child and/or family member(s) to whom the service was provided. The Provider agrees to bill and the CPMT agrees to pay for only those services authorized by the Service Order for a specific child and/or family. The Provider shall bill the CPMT for no more than the actual number of hours, or portion thereof, of services provided; and such must be in fifteen (15) minute increment portions of an hour, or less

(i.e. Provider can charge in 1/10th of an hour increments, but Provider cannot charge in ½ hour increments). The Provider shall not charge or accept from the CPMT more than the Provider charges all CPMTs of the same service. Additionally, the Provider shall not invoice the CPMT a greater number of units of any service than are specified in the Service Order unless the Fiscal Agent enters into a written amendment to the Service Order authorizing the same. The Provider shall invoice the CPMT only for services actually delivered. The Provider shall not submit any billings for services provided prior to the "Effective Date" of the Service Order. The Provider shall invoice the CPMT each calendar month which services are delivered. Invoices, which are correct and are received by the CPMT shall be processed and paid no later than forty-five (45) calendar days from receipt of invoice. Invoices received which are not correct shall be returned to the Provider for correction.

4. Incorrect Invoices. The CPMT shall return incorrect invoices without payment to the Provider for correction within forty-five (45) days of receipt of the invoice. Within fifteen (15) days of receipt of the returned invoice, the Provider shall correct any incorrect invoice and re-submit the corrected invoice to the CPMT for payment. If the Provider finds that the invoice is correct, the Provider shall forward a written explanation for the invoice with supporting documents to the CPMT within fifteen (15) days of receipt of the returned invoice. If the Provider's notification and supporting evidence are not received by the CPMT within the fifteen (15) day limit, then the CPMT shall not be obligated to make payment upon any disputed portion of the invoice. The Provider shall immediately notify the CPMT of any overpayment for services by the CPMT.

5. Educational Services (For Private Day Placements Only). **The provisions of the following paragraph only apply to Providers of Private Day Placements (For Private Day Placements Only).** All educational services provided shall be delivered as defined by Applicable Law; including, but not limited to, regulations published by Virginia Department of Education, the United States Department of Education, Virginia Department of Behavioral Health and Developmental Services, the United States Department of Health and Human Services, and any other statutes that govern these services on a local, state and/or federal level. Providers must be accredited by an accrediting agency recognized by the Virginia Council for Private Education (VCPE), as per § 22.1-323 of the Code of Virginia. Should a child for whom there is a Service Order with Provider under this Agreement not attend school for an entire day during normal operating hours of a Private Day Placement, the Provider of the Private Day Placement may bill for services on the day that a student's absence occurs, so long as the absence occurs on a calendar day that is defined by the Private Day Placement's academic calendar as being open and providing instruction on the day of absence and only if the Private Day Placement was actually open and providing services on such day. Notwithstanding the foregoing, a Private Day Placement may bill for no more than five (5) days of the child's absence per calendar month; should a child be absent for more than five (5) days per calendar month of the Private Day Placement's normal operation, the Private Day Placement may not bill CPMT for such services for those days and CPMT will not be required to pay the Private Day Placement for services on such days. If at least five days of absences in a calendar are a result of medical issues being experienced by the student, the Private Day Placement may submit a written request to CPMT for additional days of absence to be considered billable for this student and CPMT may reject or deny the request in its sole discretion. In no circumstances will CPMT be billed or pay for services on any day in which the Private Day Placement is not open for normal operation.

Commented [BM1]: As per COV § 22.1-323, to be effective 7/1/2024

6. Medical Services (For Residential Placements Only). **The provisions of the following paragraph only apply to Providers of Residential Placements (For Residential Placements Only).** All outside medical services shall be approved by the CPMT prior to the client receiving the services, unless they are of a nature requiring immediate emergency assessment and to prevent life threatening or serious debilitating medical deterioration. In those instances when payment from an insurance company such as Virginia Medicaid, is sought by the Provider, the forty-five (45) day requirement is suspended, provided

the Provider immediately notifies the CPMT of this contingency. Forty-five (45) calendar days following receipt by the Provider of said insurance payments, the Provider shall be required to submit invoices for the balance due if applicable; however, under no circumstance will the CPMT be required to make payment for services provided during any fiscal year if the invoices are not received by the CPMT within 2 months following the end of such fiscal year.

7. **Unauthorized Absences (For Residential Placements Only).** **The provisions of the following paragraph only apply to Providers of Residential Placements (For Residential Placements Only).** In the event the child leaves a facility/placement without authorization for more than forty-eight (48) consecutive hours, the CPMT will discontinue payment for room and board and other services after the second day of unauthorized absences. Provider will contact CPMT after forty-eight (48) hours to negotiate continued stay on a case-by-case basis to avoid disruption of placement and/or loss of Medicaid authorization.

8. **Incorrect Payment.** If the Provider feels that a payment received for services invoiced is incorrect, the Provider must notify the CPMT in writing of the questionable payment within forty-five (45) calendar days after the receipt of the payment. Supporting evidence must accompany such notification. The CPMT must correct any error found or respond in writing to the Provider why no error exists within the forty-five (45) calendar days after the receipt of the Provider's notification. If the Provider's notification and supporting evidence are not received by the CPMT within the forty-five (45) calendar day limit, the CPMT is not obligated to make any adjustments to the questionable payment. If the Provider feels that the payment received for services invoiced was an overpayment, then the Provider must notify the CPMT immediately.

9. **Double Billing.** The Provider guarantees that any costs incurred pursuant to this Agreement shall not be included or allocated as a cost of any other federal, state, or locally financed program in either the current or a prior period. No fee shall be imposed by the Provider upon the child and/or family pursuant to this Agreement.

10. **Disputes.** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by negotiation and agreement shall be referred to the CPMT for further consideration. Their decision is final and shall be reduced to writing and with a copy being supplied to the Provider. This provision shall not preclude the Provider exercising any rights under Applicable Law and consistent with this Agreement for failure of the CPMT to comply with the terms of this Agreement.

G. **Accounting and Record Keeping**

The Provider and any subcontractor shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with Applicable Law and applicable state, federal and appropriate accrediting agency requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Agreement and all income from any source. If required, the Provider shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Agreement and any Service Order for a child under the supervision or authority of the CPMT on forms designated by the CPMT.

The Provider shall maintain and retain all books, records, and other documents relative to this Agreement and any Service Order for a child and/or family receiving services through the CPMT for five (5) years after any final payment pursuant to this Agreement and any Service Order for a child and/or family receiving services through the CPMT or as long as necessary for purposes of any unresolved state or federal audit. The CPMT, its authorized agents, and State or Federal auditors shall have full access to and the right

to examine any of the said materials during an audit or specific to children served by this Agreement during said period. In the event an audit shows that Provider expended or received CPMT's funds improperly, Provider shall provide full restitution to CPMT.

Reports, studies, photographs or other documents prepared by Provider in the provision of services to CPMT's client(s) shall be the property of CPMT. Provider shall not use, willingly allow to be used, or cause such materials to be used for any purpose which has not been authorized by CPMT.

To the extent Applicable Law, including without limitation HIPAA regulations, apply to any documents or information coming into Provider's possession, Provider agrees to comply with such rules and regulations.

H. **Service Reports**

1. **Treatment Plans.** Within thirty (30) calendar days of the commencement of any services to a client, Provider shall submit a written treatment plan to CPMT. Said plan shall include at a minimum the following information: short- and long-term goals, anticipated time of completion, prognosis, medications administered (if applicable), and preliminary discharge plan.

2. **Monthly Reports.** Provider shall submit written progress reports to CPMT on a monthly basis, or more often if required by the CPMT for a particular client, or if required by Medicaid policy. Monthly progress reports shall include at a minimum the following information: Statement of goals and objectives and progress made toward these goals, both positive and negative, during the month, significant incidents or accidents, and summary of the child's/child/individual's social, emotional and physical development and any changes that might reflect outcomes of the treatment intervention; review of treatment goals and objectives, with revision of goals as needed, estimate of length of service and preliminary discharge plans, with clear indication of follow-up and continuing treatment needs and medications prescribed (if applicable). **The following provision only apply to Providers of Private Day Placements (For Private Day Placements Only):** Provider shall also submit a report of attendance on a monthly basis, which must include: a) a list of daily attendance, and b) a key that decodes all symbols and abbreviations used in each daily attendance field.

3. **Assessments/Evaluations.** Provider shall submit to CPMT any and all assessments and/or evaluations ordered through a Purchase of Services Order, including those performed while a child or youth is admitted to any residential assessment and diagnostic program.

4. **Termination Reports.** Upon termination of services to a client, Provider shall submit a written termination report to CPMT within thirty (30) days of the last day on which services were provided.

5. **Failure to Report.** If the Provider fails to provide any written treatment plan and progress reports by the 15th day of each month, or any assessment/evaluation prior to submission of its invoice, the CPMT shall withhold payment of Provider invoices until they are received.

6. **Miscellaneous Reports (For Residential Placements Only).** **The provisions of the following paragraph only apply to Providers of Residential Placements (For Residential Placements Only).** Provider shall immediately report to CPMT any recommended, planned or necessary changes in a client's medications. Provider shall obtain consent from legal custodian prior to changing or administering any new medications to a client under the age of eighteen (18) years. The Provider shall provide the CPMT with a copy of the required reports of physical, dental and psychological or psychiatric examinations of the client while under the care of the Provider.

I. Serious Incident Reporting (For Residential Placements Only).

The provisions of this Section I only apply to Providers of Residential Placements (For Residential Placements Only). The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to child/individual placed by the CPMT. For the purposes of this Agreement, a serious incident shall include but not be limited to, abuse or neglect; criminal behavior; death; emergency treatment; facility related issues, such as fires, flood, destruction of property; food borne diseases; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses, (such as tuberculosis or meningitis), serious injury (accidental or otherwise); suicide attempt; unexplained absences; or other incidents which jeopardize the health, safety, or well-being of the child/individual.

Within twenty-four (24) hours of a serious incident, or by the next business day, the Provider shall report the incident by speaking to or leaving a message for the case manager of the placing agency of each child/individual involved. Within forty-eight (48) hours of the serious incident, the Provider shall complete and submit to the case manager of the placing agency for each child/individual involved a written report.

The written report of the serious incident shall provide a factual, concise account of the incident and shall include the following: name of facility/Provider; name of person completing form; date and time of serious incident; date of the report; child/individual's name, age, gender, ethnicity; placing agency name; placing agency case manager' name; where the incident occurred, description of incident (including what happened immediately before, during and after the incident); names of witnesses; action taken in response to incident; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendation for follow-up and/or resolution of incident; signature of person completing report; and facility/Provider director's (or designee) signature and date.

Separate reports should be completed and submitted for each child/individual involved and placed by the CPMT. The Provider is responsible for ensuring the confidentiality of the parties involved in the incident.

In the event the case manager of the placing agency determines that a serious incident has occurred, the case manager will notify the Provider of the allegation. The Provider shall within forty-eight (48) hours of the case manager's notification complete and submit a written report as set forth herein.

J. Additional Responsibilities of Provider

1. **Transportation to Court.** Providers that are residential treatment centers, or a therapeutic foster care agency, or a group home shall provide transportation of the child to any and all scheduled court hearings involving the child. Such Providers agree to transport a child in the care of the Provider to all scheduled court hearings and to ensure the child's timely arrival at such hearings unless exigent circumstances exist that prevent the Provider from providing such transportation. The CPMT agrees to provide the Provider with notice of a scheduled court date at least ten (10) days prior to such date whenever practicable. The Provider agrees to notify the CPMT at least ten (10) days prior to a scheduled court date of any inability on the Provider's part to transport a child to a scheduled court hearing.

2. **Participation in Meetings.** The Provider is responsible for participation in Family Assessment Planning Team, or similar, meetings as requested by the CPMT and shall provide a designee to attend a meeting if the client's assigned worker is not available.

3. **Complaints.** If a child and/or families receiving services through the CPMT, submits a complaint to the CPMT concerning the Provider, the Provider shall promptly provide all verbal or written information or documents within its control relevant to such complaint to the CPMT upon a request by the CPMT for such information. Additionally, if a child and/or family receiving services through the CPMT registers a grievance, requests a fair hearing, or submits an appeal, the Provider, its agents and Employees agree to appear on request of the CPMT in any proceedings arising from such claim and provide all verbal

or written information or documentary evidence within their control relevant to such claim at no cost to CPMT.

K. Subcontracts and Assignment

The Provider shall not enter into any subcontract for any of the services provided and/or approved under this Agreement unless: (i) such is specifically disclosed in the Service Order; and (ii) each Subcontractor executes and delivers to the CPMT this CSA Provider Agreement. It is the Provider's responsibility to ensure compliance and maintain documentation of said compliance with this Agreement. Provider shall make such documentation available to CPMT upon request.

This Agreement may not be assigned by the Provider.

L. Responsibility and Independent Providers

The Provider shall, at its own expense, be responsible for its services and every part thereof, and for all personnel, materials, tools, equipment, appliances and property of any and all description used in connection therewith. The CPMT shall in no event be responsible for any direct or indirect damage of injury to the property or persons used or employed by the Provider on or in connection with the services contracted for, or any damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Agreement. The Provider and its Employees, assignees, or subcontractors are independent contractors and none shall be deemed employees or agents of the CPMT or the Fiscal Agent while performing services pursuant to and/or under this Agreement.

M. Term of Agreement

The terms of this Agreement shall commence and be in full force and effect on the date this Agreement is executed by all of the Provider, CPMT and Fiscal Agent and shall terminate on June 30, 2025 (the "Term"). This Agreement does not involve a definite financial obligation on the part of the CPMT, although the CPMT shall use this Agreement for the procurement of services for individual recipients as specified and for which payment shall be made by the CPMT. The Provider shall only charge for those services listed and described in both the Service Fee Directory and the published Provider Rate Sheet, provided by Provider with this Agreement and incorporated herein by reference. This Agreement, together with each fully executed Service Order, shall constitute the contractual agreement between the Provider and the CPMT. Under no circumstance will the CPMT be required to make payment for FY 2025 beyond August 31, 2025.

N. Notices

Any written notices required or made under this Agreement shall be effective when delivered in person or sent by United States mail, postage prepaid, to the following persons and addresses:

Provider:

Name: _____
State Corporation Commission ID (if applicable): _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

CPMT:

Fluvanna County

CSA Coordinator
P.O. Box 540
Palmyra, Virginia 22963

with a copy to:

Fiscal Agent:
Fluvanna County
Attn: Director of Finance
P.O. Box 540
Palmyra, VA 22963; and

Fluvanna County Attorney
Attn: Dan Whitten, County Attorney
PO Box 540
Palmyra, VA 22963

O. **Miscellaneous Provisions**

1. **APPLICABLE LAW AND COURTS:** This Agreement, including without limitation any Service Order and its terms, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Provider shall comply with all Applicable Law in performance of the Agreement.

2. **PROVISION AND OWNERSHIP OF INFORMATION:** CPMT reserves its rights of ownership to all material given to the Provider under this Agreement and further CPMT reserves its rights of ownership to all background information documents, and other documentation developed by the Provider in performing under this Agreement.

3. **CONFIDENTIALITY:** Any information obtained by Provider pursuant to this Agreement shall be treated as confidential. Use or disclosure of such information by the Provider shall be limited to purposes directly with Provider's responsibility for services under this Agreement and further limited by Applicable Law. Provider shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for CPMT in connection with the performance by Provider of its services hereunder, without prior written approval of CPMT. Provider, cognizant of the sensitive nature of much of the data supplied by CPMT, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of CPMT, unless disclosure of such information by it is required by Applicable Law, rule or regulation or the valid order of a court or administrative agency. Both parties understand that the CPMT is a public agency subject to Freedom of Information Act ("FOIA") requests, however some of the information related to this Agreement, including sensitive health care information, may be subject to an exception to the FOIA whereby disclosure is not required.

4. **INSURANCE:** The Provider agrees that, during the period it renders services to CPMT pursuant to any Agreement, it shall carry (and provide CPMT with evidence of coverage) the following minimum amounts of insurance:

Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker’s Compensation	Amount required by Virginia law	

_____ **Provider will transport clients.** *(Please Initial in the blank provided if Provider will transport clients during the normal execution of services provided).* If initialed, the following amounts of insurance are also required:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
------------	-----------	--

A Service Order may specifically require the Provider to carry higher minimum amounts of insurance.

In addition, the Provider shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Agreement obtain, and continue to maintain for the duration of the work, workers’ compensation coverage in the amount required by Virginia law.

The Provider shall provide a copy of a Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the CPMT at the time of the signing of this Agreement. On this Certificate of Insurance, the CPMT and Fiscal Agent shall be named or indicated as additional insureds for comprehensive general liability and also for automobile insurance if the Provider will be transporting the client(s).

No change, cancellation or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the CPMT and such shall be noted in the policy. The Provider shall furnish a new certificate prior to any change or cancellation date. The failure of the Provider to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished.

Insurance required by this Agreement shall be in full force and effect throughout the Agreement term. If the Provider fails to provide the CPMT with acceptable evidence of current insurance within ten (10) days after written notice during the Agreement term, the CPMT shall have the absolute right to terminate the Agreement without any further obligation to the Provider.

5. **SEVERABILITY:** If any term, covenant or provision this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.

6. **TITLES:** The titles and section headings herein are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.

7. **ATTORNEYS’ FEES:** In the event of a dispute between CPMT and Provider under any Agreement which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation including all appeals shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys’ fees, costs and expert witness fees.

8. **NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by CPMT, nor any extension of time, shall operate as a waiver of any provision of any Agreement, nor of any power herein reserved to CPMT, or any right to damages herein provided, nor shall any waiver of any breach of any Agreement be held to be a waiver of any other or subsequent breach. Failure of CPMT to require compliance with any term or condition of any Agreement shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

9. **NO FINANCE CHARGES:** No finance charges or late payment fees of any kind shall be paid by CPMT.

10. **DEFAULT:** Failure of a Provider to deliver services in accordance with this Agreement and the Service Order including all terms and conditions and/or within the time specified, or within reasonable time as interpreted by CPMT in its sole discretion, or failure to make replacements/corrections of rejected services when so requested, immediately or as directed by CPMT, or failure of the Provider to act in accordance with the Agreement in any material respect, as reasonably determined by CPMT, shall constitute a "default" by the Provider and shall further authority for CPMT to terminate this Agreement and any Service Order effective immediately upon said default without any further payment obligations hereunder. These remedies shall be in addition to any other remedies which CPMT may have, including but not limited to, any remedies at law, under the Agreement or in equity. Notwithstanding the foregoing, the Provider shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in CPMT's opinion, are beyond the control of the Provider. Under such circumstances, however, CPMT may, at its sole discretion, terminate or cancel the Agreement effective immediately.

11. **NON-DISCRIMINATION ASSURANCES:** The Provider shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act: During the performance of any Agreement, the Provider agrees as follows: (i) the Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Provider; (ii) the Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (iii) the Provider, in all solicitations or advertisements for employees placed by or on behalf of the Provider, will state that such Provider is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section; and (iv) The Provider shall include the provisions of (i) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

12. **MODIFICATION:** This Agreement entered into by CPMT and any Provider shall not be subject to change, modification, or discharge except by written instrument signed by CPMT and Provider.

13. **INDEMNIFICATION:** Provider agrees to indemnify, keep and save harmless CPMT, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Provider's or its Employees' (as defined supra) negligence or wrongful acts or omissions in connection with its performance of this Agreement. The Provider shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be

rendered against CPMT in any such action, the Provider shall, at his or her own expenses, satisfy and discharge the same. Nothing contained in this Solicitation or the Agreement shall be deemed to be a waiver of Fiscal Agent and CPMT's sovereign immunity.

14. **DRUG-FREE WORKPLACE:** Pursuant to Virginia Code § 2.2-4312: During the performance of this Agreement, the Provider agrees to (i) provide a drug-free workplace for the Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Provider that the Provider maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with the Agreement with Provider in accordance with Applicable Law, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

15. **TERMINATION:** This Agreement will remain in force for the Term, unless: (i) terminated by CPMT upon thirty (30) days written notice to the Provider at CPMT's convenience in CPMT's sole discretion ("termination for convenience"); or (ii) earlier terminated by CPMT as specifically permitted under any provision of this Agreement. Any Agreement cancellation notice shall not relieve the Provider of the obligation to deliver and/or perform on all outstanding Service Order(s) issued prior to the effective date of the termination; or (ii) Terminated by CPMT for cause, default or negligence on the part of the Provider, including termination due to a failure of any funding or monies relied on by the CPMT. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Provider of the termination for cause.

16. **APPROPRIATIONS:** Notwithstanding any other provision of any Agreement, the payment of CPMT's obligations under this Agreement shall be subject to annual appropriations by the Board of Supervisors of CPMT in each fiscal year of monies sufficient to satisfy the same. Payment of CPMT's obligations under this Agreement shall further be subject to receipt of any funding or other monies relied on from federal, state or other sources.

17. **COMPLIANCE WITH IMMIGRATION LAW:** Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

18. **CLAIMS PROCEDURE:** The procedure for consideration by CPMT of contractual claims for any Agreement shall be that set forth in Virginia Code § 15.2-1243, *et seq.*

19. **ORDER OF PRECEDENCE:** Where there exists any inconsistency between the provisions of this Agreement and the provisions other documents that have been incorporated into this Agreement by reference or otherwise, the provisions of this Agreement shall control.

20. **PRIOR AGREEMENTS:** This Agreement supersedes all payment provisions in placement agreements or any prior agreements that may be in effect between the Provider and the CPMT, or the Fluvanna County Department of Social Services.

21. **REMEDIES CUMULATIVE:** All remedies afforded in this Agreement shall be construed as cumulative, that is in addition to every other remedy provided herein or by Applicable Law.

22. **BINDING:** No document other than this Agreement and a Service Order executed by both CPMT, Fiscal Agent and Provider shall bind or obligate CPMT to the Provider, unless such document is signed by an authorized Fiscal Agent of CPMT.

23. **REQUIRED DOCUMENTS.** The documents listed below shall be submitted to the CPMT with this executed Agreement, unless otherwise agreed to by the CPMT in writing after request for exception by Provider including the reasons therefor:

- (i) Provider Rate Sheet including List or Description of Services;
- (ii) IRS W-9 form (Request for Taxpayer Identification Number and Certification);
- (iii) Provider License(s) held by your facility(ies) or licensure documentation;
- (iv) (Private Day Placements ONLY) Certificate of Accreditation
- (v) Certificate(s) of Insurance (required under this Agreement); and
- (vi) All Background Checks required under this Agreement; please note for Providers with more than 5 employees, Provider may provide CPMT with a document on Provider's letterhead containing a description of the Provider's background check process, including without limitation, the types of background checks performed and the frequency, and copies of the background checks for only those persons who will actually be providing services under this Agreement.

[SIGNATURE PAGE TO FOLLOW.]

If this paragraph is initialed below by all parties to this Agreement, then in accordance with the applicable law including the Virginia Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures and/or valid and legitimate pdf or similar format and/or facsimile signature transmitted electronically in lieu of an original signature(s) as an additional methods of signing and/or initialing this Agreement .

Fluvanna County, CPMT Fiscal Agent	Fluvanna County, CSA Coordinator	Provider	County Attorney
Initials: _____	Initials: _____	Initials: _____	Initials: _____

Witness the following duly authorized signatures and seals:

CPMT/Fiscal Agent:

Fluvanna County
Signature: _____ (SEAL)
CPMT Fiscal Agent
Date: _____

Fluvanna County, CSA Coordinator

(SEAL)
Date: _____

Provider (complete if sole Proprietor):

Signature: _____ (SEAL)
Print Name: _____
Date: _____

Provider (complete if business entity):

Name of Provider: _____ (SEAL)
(business entity name above)
By: _____
(authorized signature above)
Print Name: _____
Print Title: _____

Approved as to Form:

Fluvanna County Attorney

Date: _____

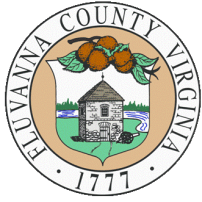
Provider Agreement Reminders (failure to follow instructions may delay processing or be cause for rejection):

- a. Page 1 - Providers who are business entities must use the legal name of the business as filed with the State Corporation Commission.
- b. Section E - Providers who are Medicaid eligible must initial in Section E. Do not initial Section E if you are NOT Medicaid eligible.
- c. Section F – All Providers must complete Billing contact information in Section F.
- d. Section N – All Providers must complete the notice contact information in Section N, and must include (if applicable) the State Corporation Commission ID used by the business listed on Page 1.
- e. Section O(4) – Providers who will transport any client related to this Agreement or the services must initial Section O(4). Do not initial Section O(4) if you will NOT transport client(s).
- f. Provider provided all required Background checks consistent with Section C of the Agreement and Section O(23)(v)(b).
- g. Individual Providers sign as sole proprietors (left signature block).
- h. Entity Providers sign as business entities (right signature block).

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

TAB M

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	Resolution to rename Cabel Lane to Cabell Lane				
MOTION(s):	I move that the Board of Supervisors approve the resolution to rename Cabel Lane to Cabell Lane in accordance with Section 18-2 of the Fluvanna County Code				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve resolution				
TIMING:	Resolution in effect upon adoption				
DISCUSSION:	<ul style="list-style-type: none"> • A resident of Cabel Lane has requested that the name of the road be changed to Cabell Lane. • The road had an incorrect spelling when it was first named because the family name was "Cabell." • In accordance with County Code Section 18-2, once the resolution is approved, notice will be provided to the Clerk of the Circuit Court and the Commissioner of Revenue. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Resolution 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia
RESOLUTION No. 17- 2024

**A RESOLUTION TO RENAME
 CABEL LANE TO CABELL LANE**

WHEREAS, the Board of Supervisors is empowered to rename streets, roads and alleys within the County in accordance with Section 18-2 of the Fluvanna County Code; and

WHEREAS, a resident on Cabel Lane requests that the Board of Supervisors rename the road Cabell Lane; and

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Supervisors of Fluvanna pursuant to Section 18-2 of the Fluvanna County Code, that Cabel Lane be, and is hereby, named, Cabell Lane; and

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors of Fluvanna County on this 3rd day of April 2024.

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

Attest:

 Christopher Fairchild, Chair
 Fluvanna County Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB N

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	Services Term Contract- 1 st Choice Electrical, Inc.				
MOTION(s):	I move the Board of Supervisors approve the Term Contract for services with 1st Choice Electrical, Inc. and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • An RFP was issued on February 5, 2024 for on-call electrical services. Task orders would be issued by the County to a provider of such services as services are needed. • All county departments can utilize the contractors on term contract. • We received 4 proposals. • Task orders will be used by County Staff on an as-needed basis to provide County with As-Needed Electrical Services. • All task orders will be approved by the County Administrator prior to any work being done. • The initial contract term will be for one year with up to two (2) one-year renewal options 				
FISCAL IMPACT:	<ul style="list-style-type: none"> • Costs will be based on the attached rates sheet as well as # of hours expected to complete task order. 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Term Contract with 1st Choice Electrical, Inc. • Proposal to include 2024 Rate Sheet 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

**TERM CONTRACT BETWEEN COUNTY AND
1st CHOICE ELECTRICAL, INC.**

This Term Contract Between COUNTY and Contractor for Services (the “Contract”) dated this ____ day of _____, 2024 is between the **COUNTY OF FLUVANNA** (the “COUNTY”), a political subdivision of the Commonwealth of Virginia and **1st CHOICE ELECTRICAL, INC.** (the “CONTRACTOR”), a Virginia Corporation, and is binding among and between these parties as of the date of the COUNTY’s signature.

RECITALS:

1. The legal address for the COUNTY and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

COUNTY:

Fluvanna County
ATTN: County Administrator
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1910
Facsimile: (434) 591-1911

CONTRACTOR:

1st Choice Electrical, Inc.
ATTN: Aaron Dudley
P.O. Box 310
Louisa, VA, 23093
Telephone: (807) 677-2746

2. On February 5, 2024, the COUNTY issued Request for Proposals #2019-01 (the “RFP”) for On-Call Electrical Services as more specifically set out in such RFP attached hereto as Exhibit 1, which is incorporated herein as a material part of this Contract. The original proposal submittal by the Contractor, dated February 27, 2024 (the “Proposal”), is attached hereto as Exhibit 2 and is incorporated herein as a material part of this Contract. All the provisions and requirements, including, but not limited to, the purpose and scope, of the RFP and the Proposal are incorporated herein by reference. Task orders (“Task Orders”) shall be issued by the COUNTY to a provider of such services as services are needed and may include electrical services or other matters set forth in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the Task Order or particular project will be set forth in a Task Order executed by the COUNTY and the Contractor.

3. The rights and duties of the COUNTY and Contractor applicable to the COUNTY’s projects under this Contract are set forth in the following Contract Documents: (i) this Contract including

all Task Orders executed under this Contract; (ii) the RFP and all of the terms of the County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors; (iii) the Proposal, and (iv) the rate sheet. In the event of any conflict between the terms of this Contract and any exhibit hereto, the following shall be the order of control in resolving such conflicts (i) controls over (ii), (iii) and (iv); and (ii) controls over (iii) and (iv). Whenever possible the documents shall be read together.

4. One or more Task Orders may be entered into with the Contractor during the contract term (“Contract Term”). Although the potential exists for multiple projects during the Contract Term, the COUNTY does not represent or guarantee that the Contractor will receive one or more task orders during the Contract Term. The COUNTY has no obligation to enter into any task order(s) with the Contractor.

5. The COUNTY specifically reserves the right to procure services that fall within the scope of this Contract from other sources. Without limiting the procurement procedures that may be followed by the COUNTY, the COUNTY may (i) issue RFP’s for similar work and other projects as the need may occur; (ii) specifically reserves the right to enter into other term agreements for services similar to this Contract; and (iii) specifically reserves the right to enter into Task Orders with other contractors under term contracts based on its evaluation of each contractor’s qualifications, expertise, current workload, capabilities, performance record, locations or distance to the project and other factors as may be pertinent to the particular project.

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

1. Recitals: The Recitals are incorporated herein by reference.
2. Scope of Services: The Contractor agrees that he is willing and able during the Contract term to provide the services (“Services”) on an “as needed” basis during the Contract term. The Services may include certain on-call and as-needed task-based electrical services and related services as more specifically described in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task or particular project will be set forth in a Task Order issued to the Contractor.
3. Task Orders; Limitation: Individual projects will be negotiated at a lump sum amount or based on hourly rates as set forth in Exhibit 3, which is incorporated herein as a material part of this Contract. The hourly rates set forth in Exhibit 3 shall control for all Task Orders during the Term. Task Orders shall be entered into for each individual project, specifying additional contract terms applicable to the individual project, including but not limited to the following: (i) detailed scope of work for the project; (ii) pricing of the project; (iii) billing schedule for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the COUNTY’s project manager for the project, to whom invoices and other contacts regarding the specific project shall be directed.
4. Contract Term: This Contract shall be in effect from the date of signature by the COUNTY for a one (1) year period (the “Initial Term”). This Contract shall automatically renew thereafter for

two (2) additional one (1) year terms unless the COUNTY notifies the Contractor prior to the end of the current term that it does not intend to renew this Contract. The Term of the Contract is the Initial Term and all renewals thereof.

In witness whereof the undersigned duly authorized representatives have executed this Contract on the dates set forth beside their respective signatures:

CONTRACTOR:
1st Choice Electrical, Inc.

COUNTY:
County of Fluvanna, a political subdivision of the Commonwealth of Virginia

By: _____ Date: _____ By: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM:

Fluvanna County Attorney

Pricing Worksheet:

The hourly labor rates shall be in the form of a firm price for the entire contract period. The hourly labor rates must include all charges required for performing the services, such as contractor provided tools, equipment, insurance, administrative, travel and all other related costs. Rates must conform to all terms specified in RFP to which this Pricing Worksheet is attached and to the Contract. Charges not specified in the proposal will not be honored.

1. Master Electrician:

a. Regular Hourly Rate: \$70.00

b. Overtime* Hourly Rate: \$105.00

2. Journeymen Electrician:

a. Regular Hourly Rate: \$70.00

b. Overtime* Hourly Rate: \$105.00

3. Electrician Helper:

a. Regular Hourly Rate: \$35.00

b. Overtime* Hourly Rate: \$52.50

Our crew size responding to a service call is typically a Electrician on a truck or an Electrician and a helper per truck.

Regular Rates: Monday through Friday, 7 a.m. to 5 p.m.

Overtime Rates: Federal Holidays, weekends, or Monday through Friday outside of regular rate hours (after 5 p.m. to before 7 a.m.)

If the Contractor is permitted to do work outside of regular hours at overtime rates on a project then such shall be specifically approved in writing in the Task Order signed by the County.

I certify the accuracy of this information.

Signed: [Signature] Title: President

Date: 2-11-2024

1st Choice Electrical, Inc.

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

TAB O

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	Services Term Contract- Phillip Day DBA Day Electric				
MOTION(s):	I move the Board of Supervisors approve the Term Contract for services with Phillip Day DBA Day Electric and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • A RFP was issued on February 5, 2024 for on-call electrical services. Task orders would be issued by the County to a provider of such services as services are needed. • All county departments can utilize the contractors on term contract. • We received 4 proposals. • Task orders will be used by County Staff on an as-needed basis to provide County with As-Needed Electrical Services. • All task orders will be approved by the County Administrator prior to any work being done. • The initial contract term will be for one year with up to two (2) one-year renewal options 				
FISCAL IMPACT:	<ul style="list-style-type: none"> • Costs will be based on the attached rates sheet as well as # of hours expected to complete task order. 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Term Contract with Day Electric • Proposal to include 2024 Rate Sheet 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

**TERM CONTRACT BETWEEN COUNTY AND
PHILLIP DAY DBA DAY ELECTRIC FOR SERVICES**

This Term Contract Between COUNTY and Contractor for Services (the “Contract”) dated this ____ day of _____, 2024 is between the **COUNTY OF FLUVANNA** (the “COUNTY”), a political subdivision of the Commonwealth of Virginia and **PHILLIP DAY dba DAY ELECTRIC** (the “CONTRACTOR”), and is binding among and between these parties as of the date of the COUNTY’s signature.

RECITALS:

1. The legal address for the COUNTY and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

COUNTY:

Fluvanna County
ATTN: County Administrator
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1910
Facsimile: (434) 591-1911

CONTRACTOR:

Phillip Day dba Day Electric
ATTN: Phillip Day
846 Troy Road
Troy, VA, 22974
Telephone: (434) 333-0355

2. On February 5, 2024, the COUNTY issued Request for Proposals #2019-01 (the “RFP”) for On-Call Electrical Services as more specifically set out in such RFP attached hereto as Exhibit 1, which is incorporated herein as a material part of this Contract. The original proposal submittal by the Contractor, dated February 27, 2024 (the “Proposal”), is attached hereto as Exhibit 2 and is incorporated herein as a material part of this Contract. All the provisions and requirements, including, but not limited to, the purpose and scope, of the RFP and the Proposal are incorporated herein by reference. Task orders (“Task Orders”) shall be issued by the COUNTY to a provider of such services as services are needed and may include electrical services or other matters set forth in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the Task Order or particular project will be set forth in a Task Order executed by the COUNTY and the Contractor.

3. The rights and duties of the COUNTY and Contractor applicable to the COUNTY’s projects under this Contract are set forth in the following Contract Documents: (i) this Contract including

all Task Orders executed under this Contract; (ii) the RFP and all of the terms of the County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors; (iii) the Proposal, and (iv) the rate sheet. In the event of any conflict between the terms of this Contract and any exhibit hereto, the following shall be the order of control in resolving such conflicts (i) controls over (ii), (iii) and (iv); and (ii) controls over (iii) and (iv). Whenever possible the documents shall be read together.

4. One or more Task Orders may be entered into with the Contractor during the contract term (“Contract Term”). Although the potential exists for multiple projects during the Contract Term, the COUNTY does not represent or guarantee that the Contractor will receive one or more task orders during the Contract Term. The COUNTY has no obligation to enter into any task order(s) with the Contractor.

5. The COUNTY specifically reserves the right to procure services that fall within the scope of this Contract from other sources. Without limiting the procurement procedures that may be followed by the COUNTY, the COUNTY may (i) issue RFP’s for similar work and other projects as the need may occur; (ii) specifically reserves the right to enter into other term agreements for services similar to this Contract; and (iii) specifically reserves the right to enter into Task Orders with other contractors under term contracts based on its evaluation of each contractor’s qualifications, expertise, current workload, capabilities, performance record, locations or distance to the project and other factors as may be pertinent to the particular project.

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

1. Recitals: The Recitals are incorporated herein by reference.
2. Scope of Services: The Contractor agrees that he is willing and able during the Contract term to provide the services (“Services”) on an “as needed” basis during the Contract term. The Services may include certain on-call and as-needed task-based electrical services and related services as more specifically described in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task or particular project will be set forth in a Task Order issued to the Contractor.
3. Task Orders; Limitation: Individual projects will be negotiated at a lump sum amount or based on hourly rates as set forth in Exhibit 3, which is incorporated herein as a material part of this Contract. The hourly rates set forth in Exhibit 3 shall control for all Task Orders during the Term. Task Orders shall be entered into for each individual project, specifying additional contract terms applicable to the individual project, including but not limited to the following: (i) detailed scope of work for the project; (ii) pricing of the project; (iii) billing schedule for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the COUNTY’s project manager for the project, to whom invoices and other contacts regarding the specific project shall be directed.
4. Contract Term: This Contract shall be in effect from the date of signature by the COUNTY for a one (1) year period (the “Initial Term”). This Contract shall automatically renew thereafter for

two (2) additional one (1) year terms unless the COUNTY notifies the Contractor prior to the end of the current term that it does not intend to renew this Contract. The Term of the Contract is the Initial Term and all renewals thereof.

In witness whereof the undersigned duly authorized representatives have executed this Contract on the dates set forth beside their respective signatures:

CONTRACTOR:
Phillip Day dba Day Electric

COUNTY:
County of Fluvanna, a political subdivision of the Commonwealth of Virginia

By: _____ Date: _____ By: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM:

Fluvanna County Attorney

Pricing Worksheet:

The hourly labor rates shall be in the form of a firm price for the entire contract period. The hourly labor rates must include all charges required for performing the services, such as contractor provided tools, equipment, insurance, administrative, travel and all other related costs. Rates must conform to all terms specified in RFP to which this Pricing Worksheet is attached and to the Contract. Charges not specified in the proposal will not be honored.

- 1. Master Electrician:
 - a. Regular Hourly Rate: \$125.00
 - b. Overtime* Hourly Rate: \$187.50
- 2. Journeymen Electrician:
 - a. Regular Hourly Rate: \$115.00
 - b. Overtime* Hourly Rate: \$172.50
- 3. Electrician Helper:
 - a. Regular Hourly Rate: \$75.00
 - b. Overtime* Hourly Rate: \$112.50

Regular Rates: Monday through Friday, 7 a.m. to 5 p.m.

Overtime Rates: Federal Holidays, weekends, or Monday through Friday outside of regular rate hours (after 5 p.m. to before 7 a.m.)

If the Contractor is permitted to do work outside of regular hours at overtime rates on a project then such shall be specifically approved in writing in the Task Order signed by the County.

I certify the accuracy of this information.

Signed: Phillip Day Title: Founder

Date: 2/26/24

Day Electric

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

TAB P

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	Services Term Contract- Rafaly Electrical Contractors, Inc.				
MOTION(s):	I move the Board of Supervisors approve the Term Contract for services with Rafaly Electrical Contractors, Inc. and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • An RFP was issued on February 5, 2024 for on-call electrical services. Task orders would be issued by the County to a provider of such services as services are needed. • All county departments can utilize the contractors on term contract. • We received 4 proposals. • Task orders will be used by County Staff on an as-needed basis to provide County with As-Needed Electrical Services. • All task orders will be approved by the County Administrator prior to any work being done. • The initial contract term will be for one year with up to two (2) one-year renewal options 				
FISCAL IMPACT:	<ul style="list-style-type: none"> • Costs will be based on the attached rates sheet as well as # of hours expected to complete task order. 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Term Contract with Rafaly Electrical Contractors, Inc. • Proposal to include 2024 Rate Sheet 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

**TERM CONTRACT BETWEEN COUNTY AND
RAFALY ELECTRICAL CONTRACTORS, INC. FOR SERVICES**

This Term Contract Between COUNTY and Contractor for Services (the “Contract”) dated this ____ day of _____, 2024 is between the **COUNTY OF FLUVANNA** (the “COUNTY”), a political subdivision of the Commonwealth of Virginia and **RAFALY ELECTRICAL CONTRACTORS, INC.** (the “CONTRACTOR”), a Virginia Corporation, and is binding among and between these parties as of the date of the COUNTY’s signature.

RECITALS:

1. The legal address for the COUNTY and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

COUNTY:

Fluvanna County
ATTN: County Administrator
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1910
Facsimile: (434) 591-1911

CONTRACTOR:

Rafaly Electrical Contractors, Inc.
ATTN: Danny Rafaly
657 Merry Oaks Ln.
Palmyra, VA 22963
Telephone: (434) 977-3139

2. On February 5, 2024, the COUNTY issued Request for Proposals #2019-01 (the “RFP”) for On-Call Electrical Services as more specifically set out in such RFP attached hereto as Exhibit 1, which is incorporated herein as a material part of this Contract. The original proposal submittal by the Contractor, dated February 27, 2024 (the “Proposal”), is attached hereto as Exhibit 2 and is incorporated herein as a material part of this Contract. All the provisions and requirements, including, but not limited to, the purpose and scope, of the RFP and the Proposal are incorporated herein by reference. Task orders (“Task Orders”) shall be issued by the COUNTY to a provider of such services as services are needed and may include electrical services or other matters set forth in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the Task Order or particular project will be set forth in a Task Order executed by the COUNTY and the Contractor.

3. The rights and duties of the COUNTY and Contractor applicable to the COUNTY’s projects under this Contract are set forth in the following Contract Documents: (i) this Contract including

all Task Orders executed under this Contract; (ii) the RFP and all of the terms of the County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors; (iii) the Proposal, and (iv) the rate sheet. In the event of any conflict between the terms of this Contract and any exhibit hereto, the following shall be the order of control in resolving such conflicts (i) controls over (ii), (iii) and (iv); and (ii) controls over (iii) and (iv). Whenever possible the documents shall be read together.

4. One or more Task Orders may be entered into with the Contractor during the contract term (“Contract Term”). Although the potential exists for multiple projects during the Contract Term, the COUNTY does not represent or guarantee that the Contractor will receive one or more task orders during the Contract Term. The COUNTY has no obligation to enter into any task order(s) with the Contractor.

5. The COUNTY specifically reserves the right to procure services that fall within the scope of this Contract from other sources. Without limiting the procurement procedures that may be followed by the COUNTY, the COUNTY may (i) issue RFP’s for similar work and other projects as the need may occur; (ii) specifically reserves the right to enter into other term agreements for services similar to this Contract; and (iii) specifically reserves the right to enter into Task Orders with other contractors under term contracts based on its evaluation of each contractor’s qualifications, expertise, current workload, capabilities, performance record, locations or distance to the project and other factors as may be pertinent to the particular project.

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

1. Recitals: The Recitals are incorporated herein by reference.
2. Scope of Services: The Contractor agrees that he is willing and able during the Contract term to provide the services (“Services”) on an “as needed” basis during the Contract term. The Services may include certain on-call and as-needed task-based electrical services and related services as more specifically described in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task or particular project will be set forth in a Task Order issued to the Contractor.
3. Task Orders; Limitation: Individual projects will be negotiated at a lump sum amount or based on hourly rates as set forth in Exhibit 3, which is incorporated herein as a material part of this Contract. The hourly rates set forth in Exhibit 3 shall control for all Task Orders during the Term. Task Orders shall be entered into for each individual project, specifying additional contract terms applicable to the individual project, including but not limited to the following: (i) detailed scope of work for the project; (ii) pricing of the project; (iii) billing schedule for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the COUNTY’s project manager for the project, to whom invoices and other contacts regarding the specific project shall be directed.
4. Contract Term: This Contract shall be in effect from the date of signature by the COUNTY for a one (1) year period (the “Initial Term”). This Contract shall automatically renew thereafter for

two (2) additional one (1) year terms unless the COUNTY notifies the Contractor prior to the end of the current term that it does not intend to renew this Contract. The Term of the Contract is the Initial Term and all renewals thereof.

In witness whereof the undersigned duly authorized representatives have executed this Contract on the dates set forth beside their respective signatures:

CONTRACTOR:
Rafaly Electrical Contractors, Inc.

COUNTY:
County of Fluvanna, a political subdivision of the Commonwealth of Virginia

By: _____ Date: _____ By: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM:

Fluvanna County Attorney

Pricing Worksheet:

The hourly labor rates shall be in the form of a firm price for the entire contract period. The hourly labor rates must include all charges required for performing the services, such as contractor provided tools, equipment, insurance, administrative, travel and all other related costs. Rates must conform to all terms specified in RFP to which this Pricing Worksheet is attached and to the Contract. Charges not specified in the proposal will not be honored.

- 1. Master Electrician:
 - a. Regular Hourly Rate: \$ 140
 - b. Overtime* Hourly Rate: \$ 210
- 2. Journeymen Electrician:
 - a. Regular Hourly Rate: \$ 125
 - b. Overtime* Hourly Rate: \$ 187.50
- 3. Electrician Helper:
 - a. Regular Hourly Rate: \$ 80
 - b. Overtime* Hourly Rate: \$ 120.00

Regular Rates: Monday through Friday, 7 a.m. to 5 p.m.

Overtime Rates: Federal Holidays, weekends, or Monday through Friday outside of regular rate hours (after 5 p.m. to before 7 a.m.)

If the Contractor is permitted to do work outside of regular hours at overtime rates on a project then such shall be specifically approved in writing in the Task Order signed by the County.

I certify the accuracy of this information.

Signed: 205 Rafely Title: President

Date: 7 20 24

Rafely Electrical Contractors, Inc

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB Q

MEETING DATE:	April 3, 2024				
AGENDA TITLE:	Small Purchasing Procedures Amendment				
MOTION(s):	I move the Board of Supervisors approve the amendment to the Small Purchasing Policy to remove the requirement of a small purchase order form for purchases of more than \$500 but less than \$10,000.				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<p>Changes:</p> <ol style="list-style-type: none"> 1) Remove language in Section 4.4.7(A) recommending but not requiring a Small Purchase Order Form for purchases of more than \$500 but less than \$10,000. <p>Reasoning:</p> <ol style="list-style-type: none"> 1) For small contracts less than \$10,000, it is an administrative delay to require signatures by the Contractor, County Administrator and County Attorney on the Small Purchase Order Form. 2) Several departments have requested that the County only require proposals/invoices from the contractor for purchases under \$10,000. 3) Written contracts would be required when the purchases is \$10,000 or greater. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	See discussion for complete impact.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Section 4.4 Small Purchasing Procedures – redline showing the proposed changes				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

04. PROCUREMENT POLICIES AND PROCEDURES

4.4. Small Purchasing Procedures

BOS Approved Amendment – **April 3, 2024**

4.4.1. Authorization. The Virginia Public Procurement Act, Virginia Code Section 2.2-4300 *et seq.*, (Hereinafter referred to as the “VPPA”) permits a locality to establish written small purchase procedures for single or term purchases from non-governmental contractors that do not require competitive sealed bids or competitive negotiation, on the condition that such procedures provide for competition wherever practicable. See Virginia Code Section 2.2-4303(G). The following small purchase procedures have been established by the Board of Supervisors of Fluvanna County for use by the County when acquiring (1) materials, supplies, equipment, printing, or other goods and non-professional services from non-governmental contractors where the estimated cost is less than or equal to \$100,000, (2) professional services through single or term contracts if the aggregate or the sum of all phases is not expected to exceed \$80,000, and (3) specifically for vehicles such as a car truck or van where the estimated cost is less than or equal to \$200,000. Notwithstanding the foregoing, small purchasing procedures for any transportation-related construction may only be used when the estimated aggregate cost or sum of all phases is not expected to exceed \$25,000.00. In general, the objective of this policy shall be to provide the County and its taxpayers with the best value possible – reflecting high quality and best price – through efficient and effective use of the competitive market.

4.4.2. Authority of Purchasing Agent. The “Purchasing Agent”, who is the County Administrator, has responsibility and authority for negotiating, placing and when necessary, modifying every Solicitation, Contract and purchase order issued by the County under the County’s Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County’s Small Purchasing Procedures.

4.4.3. General Policies

- A. The procedures established in this Section are intended to provide for competition wherever practicable and shall be applied to further this intent.
- B. The County may choose to require more formal bidding procedures or more stringent requirements in addition to or in lieu of the methods provided in these procedures. Reasons for imposing such requirements may include, but shall not be limited to, (1) a belief that a more competitive price could be obtained or (2) to comply with more stringent funding source procurement requirements.
- C. The County shall not procure goods or services in a piecemeal manner, split procurement into multiple parts, or request that the selected vendor invoice the County at intervals for the purpose of reducing the estimated cost of the procurement below the applicable limit for the

type of goods or services being purchased as set forth in section 4.4.1 *supra*. Order splitting with the intent of keeping a small purchase under the maximum dollar amounts prescribed in section 4.4.1 is prohibited.

- D. The receipt of written quotations is preferred.
- E. All oral quotes must be documented by the employee receiving said quote. A standard County form shall be available for this purpose.
- F. When practicable, the County shall inquire about available discounts.
- G. The County may, but shall not be required to, follow the methods provided in these procedures for procurements of goods or services which are exempt from requirements of competition under the VPPA.
- H. Where the estimated cost exceeds the limit for the type of goods or services being purchased as set forth in section 4.4.1 *supra*, then the County shall follow the applicable provisions of the VPPA and the County's Procurement Policies and Procedures (the "Policy").
- I. In the event that the required number of quotes cannot be obtained, the purchaser must document either that there are no other vendors available to provide the good or perform the service (single source determination), or that a reasonable effort was made to contact other vendors with no response. Documentation of such reasonable effort to contact vendors should include copies of fax confirmation sheets or letters requesting the quote and confirmation from the purchaser that no response was received. A standard County form may be available for this purpose.
- J. Consistent with Section 4.1.4 of the County's Procurement Procedures, when applicable under the VPPA, the County may make use of existing contracts in other localities for the purchase of similar goods and services as a small cooperative procurement in accordance with this policy and Virginia Code Section 2.2-4304 ("Small Cooperative Procurement"). The contract price in any one (1) Small Cooperative Procurement contract shall satisfy any quotation requirements of this policy.
- K. A contract may include provisions for modification of the contract during performance, but no contract price may be increased such that the total contract price would be more than applicable limit for the type of goods or services being purchased as set forth in section 4.4.1 *supra*, without the advance written approval of the Board of Supervisors of Fluvanna County (the "Board"). In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its quote or offer.
- L. In the solicitation or awarding of contracts, the County shall not discriminate against an offeror because of race, religion, color, sex, national origin, age, marital status, sexual

orientation, gender identity, status as a service-disabled veteran, disability, or any other basis prohibited by state law relating to discrimination in employment.

- M. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Small Business and Supplier Diversity.
- N. Whenever Solicitations are made, the County shall include and incorporated by reference the General Terms, Conditions and Instructions to Bidders and Contractors, attached to the Policy as Appendix 1, as may be amended, modified, or replaced by the Board from time to time.
- O. The County encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions
- P. **Compliance with Immigration Law.** Pursuant to § 2.2-4311.1. of the Code of Virginia, the Contractor does not, and shall not during the performance of a Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986. (BOS action Oct. 1, 2008).
- Q. Compliance with the Uniform State Building Code is required for all small purchases and cannot be waived.

4.4.4. Definitions

- A. The County of Fluvanna Procurement Policies and Procedures, being the statement of purpose, Sections 4.1 to 4.7 inclusive, and Appendix I, are referred to throughout as the “Policy”.
- B. The definitions of the “Policy” as stated in Section 4.1 apply to the entire Policy, but for clarity are specifically incorporated to this Section 4.4 by reference.
- C. The term “contracts” previously defined in Section 4.1 shall be expanded to also include any decisions to purchase a good or service made in compliance with the procedures outlined in this Section 4.4, with or without a formal written contract, including documentation.
- D. “Small purchases” are single or term contracts for goods or services where the estimated sum or aggregate of all phases does not exceed the applicable limit for the type of goods or services being purchased as set forth in Article 1 *supra*.
- E. “**Professional services**”, consistent with its definition in Section 4.1, means work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering.

F. ***“Nonprofessional services”***, consistent with its definition in Section 4.1, means any services not specifically identified as professional services in the definition of professional services.

G. The “estimated cost” of a contract shall be according to a single purchase order, not the annual total for a particular vendor. However, unit orders shall not be split in order to reduce the invoice total.

H. A “quotation” may be either written or oral. A supplier's current price list may serve the same purpose as obtaining a quote. It is the responsibility of the employee receiving an oral quote to document thoroughly the price and good or service provided.

4.4.5. Small Procurement Methods

A. **One quotation.** Purchases where the estimated cost of goods, professional services, or nonprofessional services does not exceed \$5,000 may be made upon receipt of a written or oral quote from one vendor.

1. The County shall seek additional quotations whenever there is reason to believe a materially better value could be found.
2. Where more than one quote has been obtained for goods or nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.
3. Where more than one quote has been obtained for professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.

B. Two Quotations

1. Purchases where the estimated cost of goods, professional services, or nonprofessional services exceeds \$5,000 but does not exceed \$30,000 may be made upon receipt of written or oral quotes from two vendors, subject to the provisions of Section 4.4.3(J) above.
2. For goods and nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small

Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.

3. For professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.

C. Three Written Quotations

1. Purchases where the estimated cost of goods, professional services, or nonprofessional services exceeds \$30,000 but does not exceed \$60,000 may be made upon receipt of written quotes from three vendors, subject to the provisions of Section 4.4.3(J) above.
2. For goods and nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.
3. For professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.
4. Notwithstanding the foregoing, small purchases of transportation-related construction may only be used when the estimated aggregate cost or sum of all phases is not expected to exceed \$25,000.00.

D. Four Written Quotations

1. Purchases where the estimated cost of goods, professional services, or nonprofessional services exceeds \$60,000 but does not exceed \$100,000 (\$200,000 for vehicle purchases) may be made upon receipt of written quotes from four vendors, subject to the provisions of Section 4.4.3(J) above. Notwithstanding the foregoing, small purchases of professional services may not exceed the limit of \$80,000 as set forth in section 4.4.1.
2. Written informal solicitation of a minimum of four bidders or offerors shall be required.
3. For goods and nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small

Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.

4. For professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.
5. Notwithstanding the foregoing, small purchases of transportation-related construction may only be used when the estimated aggregate cost or sum of all phases is not expected to exceed \$25,000.00

4.4.6. Exceptions to Competitive Requirements. Fluvanna County has determined that competition normally is either not practicable or available for small purchases of the following goods or services which, accordingly, may be purchased without receipt of quotes from additional vendors:

- A. Books, pre-printed materials, reprints and subscriptions (e.g., print or electronic), pre-recorded audio and video cassettes and slide presentations when only available from the publisher/producer;
- B. Any items purchased on state contract;
- C. Academic/research consulting services;
- D. Honoraria, entertainment (speakers, lecturers, musicians, etc.);
- E. Royalties and film rentals when only available from producer or protected distributors;
- F. Membership dues;
- G. Advertisements such as in newspapers, magazines, journals, radio, television, etc.; and
- H. Utility charges.

4.4.7. Contract Requirements

- A. Every purchase under these Small Purchasing Procedures for \$10,000 or more must be in the form of a formal written contract approved as to form and include and incorporate by reference the General Terms, Conditions and Instructions to Bidders and Contractors attached to the Policy as Appendix 1. A formal written contract can be used for purchases under 10,000 at the County Purchasing Agent's discretion. **It is recommended, but not required, that for**

purchases of more than \$500 but less than \$10,000 under this policy that the attached Small Purchase Order Form, see Attachment A, be used to document the small purchasing agreement.

B. All small purchases made hereunder shall be subject to the provisions of paragraph 48 of the General Terms, Conditions and Instructions to Bidders and Contractors attached to the Policy as Appendix 1.

Adopted: Board of Supervisors, November 20, 2002

Amended to include procurement of professional services: February 18, 2004

Amended to include compliance with immigration law provision: October 1, 2008

Amended to increase professional services threshold to \$50,000 in compliance with §2.2-4303 (H) of the Code of Virginia: September 16, 2009.

Amended to be incorporated into the County's Procurement Policies and Procedures: April 3, 2013.

Amended to allow one quote for Small Cooperative Procurements September 20, 2017.

Amended to increase threshold limits and to address other changes in the Virginia Public Procurement Act July 7, 2021.

Amended to address difficulties in purchasing vehicles and contract requirement on April 5, 2023.

Amended to remove Attachment A for purchases of more than \$500 but less than \$10,000 on April 3, 2024.

Attachment A
Small Purchase Order Form

~~*(FOR SMALL PURCHASES OF LESS THAN \$10,000.00. ORDER SPLITTING NOT PERMITTED.)~~

~~This Small Purchase Order Form (the "Form") dated the _____ day of _____, 20____ (the "Effective Date") is between Vendor and Fluvanna County ("County"), a political subdivision of the Commonwealth of Virginia, and sets forth the terms and conditions for Vendor's provision of those Products and/or Services to the County which are briefly described as: _____~~

~~_____. Any quote, description, specifications or proposal for the Products and/or Services is incorporated by reference as a material part hereof ("Documentation"). The Products and Services described in the Proposal are being purchased by the County pursuant to its small procurement policy procurement. NOW THEREFORE, the parties hereby agree as follows:~~

- ~~1. **PRODUCTS AND/OR SERVICES.** The recitations above are incorporated herein by reference. The Vendor agrees that the Products and/or Services shall meet or exceed: (i) all applicable industry standards; (ii) all requirements and provisions of this Form and the Documentation; (iii) all requirements of the County's General Terms, Conditions and Instructions to Bidders and Contractors available at: https://www.fluvannacounty.org/sites/default/files/fileattachments/finance_department/page/1481/general-terms-and-conditions.pdf, which are incorporated herein by reference as a material part of this Agreement; and (iv) all requirements of Applicable Law. **The Vendor has reviewed and agrees to the County's General Terms:** _____ [Initial].~~
- ~~2. The Products and Services include specifically, without limitation, evidence of ownership such as title or MSO as applicable and any related manuals, warranties, manufacturer warranties, customer support, etc.~~
- ~~3. The total cost of the Products and/or Services shall not exceed: \$ _____; payable after delivery of the Products and Services to the County and inspection by the County for conformance with this Contract.~~
- ~~4. The Products and/or Services shall be completed/delivered no later than: _____.~~
- ~~5. This Form may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Form. This Form may be executed in duplicate originals, any of which shall be equally authentic.~~

~~Witness Vendor's duly authorized signature and seal:~~

~~Vendor Information:~~

~~Name: _____ Vendor Signature: _____~~
~~EIN: _____ By: _____ (SEAL)~~
~~SCC ID: _____~~
~~Address: _____ Print Name: _____~~
~~_____~~
~~Email: _____ Print Title: _____~~
~~Telephone: _____~~
~~Faeximile: _____ Date Signed: _____~~

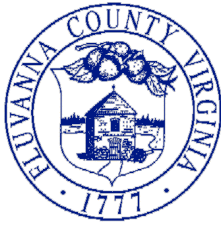
~~County Information:~~

~~County Signature:~~

~~Fluvanna County By: _____~~
~~P.O. Box 540~~
~~Palmyra, VA 22963 Date: _____~~
~~434 591 1910~~
~~Issuing Department/Contact: _____~~

**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



COUNTY OF FLUVANNA

“Responsive & Responsible Government”

BOS2024-04-03 p. 139/148

P.O. Box 540

Palmyra, VA 22963

(434) 591-1910

Fax (434) 591-1911

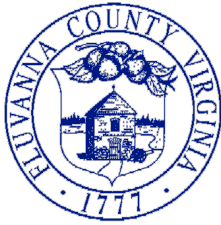
www.fluvannacounty.org

MEMORANDUM

Date: April 03, 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 – BOS Approval 02.21.24	-29,982
Available:	\$93,047



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2024-04-03 p. 141/148
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: April 03, 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	\$540,981.86
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. 02.21.24	-5,437.19
Less: Kent Store Firehouse Water Mitigation and Restoration. 03.06.24	-22,294.10
Less: Carysbrook Scoreboard Electricity. 03.06.24	-4,700.00
Less: Pleasant Grove Stage. 03.06.24	-2,450.00
FY24 Available:	\$463,846.23

Schools Capital Reserve:

FY23 Carryover	\$296,395.57
FY24 Budget Allocation:	\$200,000
Add: Closed CRM Projects 07.24.23	365.93
Add: Closed CRM Projects 08.21.23	3,071
Add: Closed CRM Project 08.21.23	1,095.92
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. 01.17.24	-10,570.82
Less: VPS Recreation. 01.17.24	-46,675.00
Less: Replace Pump and Motor at Pleasant Grove. 01.17.24	-7,864.81
Less: Carysbrook Elementary Playground. 02.21.24	-9,620
Less: Central Elementary new doors. 02.21.24	-21,065
Less FCHS Chiller. 02.21.24	-11,880.00
FY24 Available:	\$352,811.66



COUNTY OF FLUVANNA

“Responsive & Responsible Government”

BOS2024-04-03 p. 143/148
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: April 03, 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: Jaunt Increase – 07.01.23	-10,950
Less: Palmyra Village Streetscape Project – 08.02.23	-118,169
Less: School Carryover Request – 12.06.23	-488,891.92
Less: FY23 Carryover Request – 12.06.23	-236,378.83
Less: EMS for an Ambulance Purchase - 01.17.24	-184,093
Less: Live Fire Training Structure – 02.07.24	-550,000
Current Unassigned Fund Balance – Excess Above Policy Target:	\$13,796,618.25

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	